

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

FORM 10-Q

QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended September 30, 2023

OR

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from _____ to _____

Commission file number 1-38519

AgeX Therapeutics, Inc.

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction of
incorporation or organization)

82-1436829

(I.R.S. Employer
Identification No.)

1101 Marina Village Parkway, Suite 201

Alameda, California 94501

(Address of principal executive offices) (Zip Code)

Registrant's telephone number, including area code: **(510) 671-8370**

Title of each class	Trading Symbol	Name of exchange on which registered
Common Stock, par value \$0.0001 per share	AGE	NYSE American

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer

Accelerated filer

Non-accelerated filer

Smaller reporting company

Emerging growth company

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

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes No

The number of shares common stock outstanding as of November 6, 2023 was 37,951,261, par value \$0.0001 per share.

**AGEX THERAPEUTICS, INC.
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PART I — FINANCIAL INFORMATION

This Report on Form 10-Q ("Report") contains forward-looking statements that involve risks and uncertainties. We make such forward-looking statements pursuant to the safe harbor provisions of the Private Securities Litigation Reform Act of 1995 and other federal securities laws. All statements other than statements of historical facts contained in this Report are forward-looking statements. In some cases, you can identify forward-looking statements by words such as "anticipate," "believe," "contemplate," "continue," "could," "estimate," "expect," "intend," "may," "plan," "potential," "predict," "project," "seek," "should," "target," "will," "would," or the negative of these words or other comparable terminology.

Any forward-looking statements in this Report reflect our current views with respect to future events or to our future financial performance and involve known and unknown risks, uncertainties and other factors that may cause our actual results, performance or achievements to be materially different from any future results, performance or achievements expressed or implied by these forward-looking statements. Factors that may cause actual results to differ materially from current expectations include, among other things, those discussed in this Report under Item 1 of the Notes to Condensed Financial Statements, under Risk Factors in this Report and those listed under Part I, Item 1A, Risk Factors of our Annual Report on Form 10-K as filed with the Securities Exchange Commission (the "SEC") on March 31, 2023, and additional risk factors discussed in our other reports filed with the SEC. Given these uncertainties, you should not place undue reliance on these forward-looking statements. Except as required by law, we assume no obligation to update or revise these forward-looking statements for any reason, even if new information becomes available in the future.

References to "AgeX," "our" or "we" mean AgeX Therapeutics, Inc.

The description or discussion in this Form 10-Q of any contract or agreement or of any series of AgeX preferred stock is a summary only and is qualified in all respects by reference to the full text of the applicable contract or agreement or the certificate of designation of the series of preferred stock.

Item 1. Financial Statements

AGEX THERAPEUTICS, INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED BALANCE SHEETS
(in thousands, except par value amounts)
(unaudited)

	<u>September 30, 2023</u>	<u>December 31, 2022</u>
ASSETS		
Current assets:		
Cash and cash equivalents	\$ 397	\$ 645
Accounts and grants receivable, net	67	4
Related party receivables, net	4	-
Prepaid expenses and other current assets	673	1,804
Total current assets	<u>1,141</u>	<u>2,453</u>
Restricted cash	50	50
Intangible assets, net	640	738
Convertible note receivable	10,379	-
TOTAL ASSETS	\$ 12,210	\$ 3,241
LIABILITIES, CONVERTIBLE PREFERRED STOCK AND STOCKHOLDERS' DEFICIT		
Current liabilities:		
Accounts payable and accrued liabilities	\$ 1,671	\$ 1,034
Loans due to Juvenescence, net of debt issuance costs, current portion	1,526	7,646
Related party payables, net	-	141
Warrant liability	-	180
Insurance premium liability and other current liabilities	7	1,077
Total current liabilities	<u>3,204</u>	<u>10,078</u>
Loans due to Juvenescence, net of debt issuance costs, net of current portion	693	10,478
TOTAL LIABILITIES	<u>3,897</u>	<u>20,556</u>
Commitments and contingencies (Note 11)		
Series A preferred stock; no par value; stated value \$ 100 per share; 212 and nil shares issued and outstanding, respectively	21,135	-
Series B preferred stock; no par value; stated value \$ 100 per share; 148 and nil shares issued and outstanding, respectively	14,823	-
Stockholders' deficit:		
Preferred stock, \$0.0001 par value, 5,000 shares authorized	-	-
Common stock, \$0.0001 par value, 200,000 shares authorized; and 37,951 and 37,949 shares issued and outstanding, respectively	4	4
Additional paid-in capital	100,017	98,994
Accumulated deficit	(127,557)	(116,210)
Total AgeX Therapeutics, Inc. stockholders' deficit	(27,536)	(17,212)
Noncontrolling interest	(109)	(103)
Total stockholders' deficit	<u>(27,645)</u>	<u>(17,315)</u>

TOTAL LIABILITIES, CONVERTIBLE PREFERRED STOCK AND STOCKHOLDERS' DEFICIT	\$ 12,210	\$ 3,241
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See accompanying notes to these condensed consolidated interim financial statements.

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AGEX THERAPEUTICS, INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS
(in thousands, except per share data)
(unaudited)

	Three Months Ended September 30,				Nine Months Ended September 30,			
	2023		2022		2023		2022	
	REVENUES		REVENUES		REVENUES		REVENUES	
Grant revenues	\$ 21	\$ -	\$ 21	\$ -	\$ 21	\$ -	\$ 21	\$ -
Other revenues	46	9	65	26	65	26	65	26
Total revenues	67	9	86	26	86	26	86	26
Cost of sales	(33)	(5)	(39)	(12)	(39)	(12)	(39)	(12)
Gross profit	34	4	47	14	47	14	47	14
OPERATING EXPENSES								
Research and development	218	162	552	817	552	817	552	817
General and administrative	2,172	1,392	5,895	4,390	5,895	4,390	5,895	4,390
Total operating expenses	2,390	1,554	6,447	5,207	6,447	5,207	6,447	5,207
Loss from operations	(2,356)	(1,550)	(6,400)	(5,193)	(6,400)	(5,193)	(6,400)	(5,193)
OTHER EXPENSE, NET:								
Interest expense, net	(3,036)	(923)	(4,928)	(2,357)	(4,928)	(2,357)	(4,928)	(2,357)
Change in fair value of warrants	-	35	(35)	(220)	(35)	(220)	(35)	(220)
Other income, net	3	2	10	9	10	9	10	9
Total other expense, net	(3,033)	(886)	(4,953)	(2,568)	(4,953)	(2,568)	(4,953)	(2,568)
NET LOSS								
Net (income) loss attributable to noncontrolling interest	(5,389)	(2,436)	(11,353)	(7,761)	(2,436)	(7,761)	(11,353)	(7,761)
NET LOSS ATTRIBUTABLE TO AGEK	\$ (5,401)	\$ (2,435)	\$ (11,347)	\$ (7,759)	\$ (2,435)	\$ (7,759)	\$ (11,347)	\$ (7,759)
NET LOSS PER COMMON SHARE:								
BASIC AND DILUTED	\$ (0.14)	\$ (0.06)	\$ (0.30)	\$ (0.20)	\$ (0.14)	\$ (0.06)	\$ (0.30)	\$ (0.20)
WEIGHTED AVERAGE NUMBER OF COMMON SHARES OUTSTANDING:								
BASIC AND DILUTED	37,951	37,946	37,951	37,944	37,951	37,946	37,951	37,944

See accompanying notes to these condensed consolidated interim financial statements.

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AGEX THERAPEUTICS, INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF CONVERTIBLE PREFERRED STOCK AND STOCKHOLDERS' DEFICIT
(in thousands)
(unaudited)

	Three Months Ended September 30, 2023									
	Preferred Stock				AgeX's Stockholders' Deficit					
	Series A		Series B		Common Stock		Additional Paid-In Capital		Accumulated Deficit	
	Number of Shares	Amount	Number of Shares	Amount	Number of Shares	Par Value	Additional Capital	Paid-In Capital	Accumulated Deficit	Non controlling Interest
BALANCE AT JUNE 30, 2023	-	\$ -	-	\$ -	37,951	\$ 4	\$ 99,977	\$ (122,156)	\$ (121)	\$ (22,296)
Issuance of preferred stock	212	21,160	148	14,840	-	-	-	-	-	-
Preferred stock issuance costs	-	(25)	-	(17)	-	-	-	-	-	-
Stock-based compensation	-	-	-	-	-	-	40	-	-	40
Net loss	-	-	-	-	-	-	-	(5,401)	12	(5,389)
BALANCE AT SEPTEMBER 30, 2023	212	\$ 21,135	148	\$ 14,823	37,951	\$ 4	\$ 100,017	\$ (127,557)	\$ (109)	\$ (27,645)

Three Months Ended September 30, 2022

AgeX's Stockholders' Deficit

	Common Stock		Additional Paid-In Capital	Accumulated Deficit	Non controlling Interest	Total Stockholders' Deficit
	Number of Shares	Par Value				
BALANCE AT JUNE 30, 2022	37,945	\$ 4	\$ 97,850	\$ (111,072)	\$ (44)	\$ (13,262)
Issuance of common stock upon vesting of restricted stock units, net of shares retired to pay employee's taxes	2	-	(1)	-	-	(1)
Fair value of liability classified warrants issued	-	-	341	-	-	341
Stock-based compensation	-	-	209	-	-	209
Net loss	-	-	-	(2,435)	(1)	(2,436)
BALANCE AT SEPTEMBER 30, 2022	37,947	\$ 4	\$ 98,399	\$ (113,507)	\$ (45)	\$ (15,149)

See accompanying notes to these condensed consolidated interim financial statements.

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AGEX THERAPEUTICS, INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF CONVERTIBLE PREFERRED STOCK AND STOCKHOLDERS' DEFICIT
(in thousands)
(unaudited)

	Nine Months Ended September 30, 2023										
	Preferred Stock				AgeX's Stockholders' Deficit						
	Series A		Series B		Common Stock		Additional Paid-In Capital		Accumulated Deficit	Non controlling Interest	Total Stockholders' Deficit
	Number of Shares	Amount	Number of Shares	Amount	Number of Shares	Par Value	\$	98,994	\$ (116,210)	\$ (103)	\$ (17,315)
BALANCE AT DECEMBER 31, 2022	-	\$ -	-	\$ -	37,949	\$ 4	\$	98,994	\$ (116,210)	\$ (103)	\$ (17,315)
Issuance of preferred stock	212	\$ 21,160	148	\$ 14,840	-	-	-	-	-	-	-
Preferred stock issuance costs	-	(25)	-	(17)	-	-	-	-	-	-	-
Issuance of common stock upon vesting of restricted stock units, net of shares retired to pay employee's taxes	-	-	-	-	2	-	(1)	-	-	-	(1)
Fair value of liability classified warrants issued	-	-	-	-	-	-	879	-	-	-	879
Stock-based compensation	-	-	-	-	-	-	145	-	-	-	145
Net loss	-	-	-	-	-	-	-	(11,347)	(6)	(6)	(11,353)
BALANCE AT SEPTEMBER 30, 2023	212	\$ 21,135	148	\$ 14,823	37,951	\$ 4	\$ 100,017	\$ (127,557)	\$ (109)	\$ (27,645)	

	Nine Months Ended September 30, 2022									
	AgeX's Stockholders' Deficit				Common Stock					
	Number of Shares		Par Value		Additional Paid-In Capital		Accumulated Deficit		Non controlling Interest	Total Stockholders' Deficit
	Number of Shares	\$	4	\$	93,912	\$	(105,748)	\$ (43)	\$ (11,875)	
BALANCE AT DECEMBER 31, 2021	37,941	\$	4	\$	93,912	\$	(105,748)	\$ (43)	\$ (11,875)	
Issuance of common stock upon vesting of restricted stock units, net of shares retired to pay employee's taxes	6	-	-	(3)	-	-	-	-	-	(3)
Issuance of warrants	-	-	-	178	-	-	-	-	-	178
Fair value of liability classified warrants issued	-	-	-	3,666	-	-	-	-	-	3,666
Stock-based compensation	-	-	-	646	-	-	-	-	-	646
Net loss	-	-	-	-	(7,759)	-	(2)	(2)	(7,761)	
BALANCE AT SEPTEMBER 30, 2022	37,947	\$ 4	\$ 98,399	\$ (113,507)	\$ (45)	\$ (109)	\$ (27,645)			

See accompanying notes to these condensed consolidated interim financial statements.

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AGEX THERAPEUTICS, INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(in thousands)
(unaudited)

	Nine Months Ended September 30,	
	2023	2022
OPERATING ACTIVITIES:		
Net loss attributable to AgeX	\$ (11,347)	\$ (7,759)
Net loss attributable to noncontrolling interest	(6)	(2)
Adjustments to reconcile net loss attributable to AgeX to net cash used in operating activities:		
Change in fair value of warrants	35	220
Amortization of intangible assets	98	99
Amortization of debt issuance costs	5,170	2,221
Stock-based compensation	145	646

Changes in operating assets and liabilities:		
Accounts and grants receivable	(63)	24
Prepaid expenses and other current assets	1,131	906
Interest on convertible note receivable	(379)	-
Accounts payable and accrued liabilities	571	(98)
Related party payables, net	(33)	110
Insurance premium liability	(1,075)	(983)
Other current liabilities	5	(2)
Net cash used in operating activities	(5,748)	(4,618)
INVESTING ACTIVITIES:		
Cash advanced on convertible note receivable	(10,000)	-
Net cash used in investing activities	(10,000)	-
FINANCING ACTIVITIES:		
Drawdown on loan facilities from Juvenescence	15,500	4,500
Net cash provided by financing activities	15,500	4,500
NET CHANGE IN CASH, CASH EQUIVALENTS AND RESTRICTED CASH	(248)	(118)
CASH, CASH EQUIVALENTS AND RESTRICTED CASH:		
At beginning of the period	695	634
At end of the period	\$ 447	\$ 516

See accompanying notes to these condensed consolidated interim financial statements.

AGEX THERAPEUTICS, INC. AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED INTERIM FINANCIAL STATEMENTS
(unaudited)

1. Organization, Business Overview and Liquidity

AgeX Therapeutics, Inc. ("AgeX") was incorporated in January 2017 in the state of Delaware. AgeX is a biotechnology company focused on the development and commercialization of novel therapeutics targeting human aging and degenerative diseases. AgeX's mission is to apply its comprehensive experience in fundamental biological processes of human aging to a broad range of age-associated medical conditions.

AgeX's proprietary technology, based on telomerase-mediated cellular immortality and regenerative biology, allows AgeX to utilize telomerase-expressing regenerative pluripotent stem cells ("PSCs") for the manufacture of cell-based therapies to regenerate tissues afflicted with age-related chronic degenerative disease. AgeX's main technology platforms and product candidates are:

- PureStem® PSC-derived clonal embryonic progenitor cell lines that may be capable of generating a broad range of cell types for use in cell-based therapies;
- UniverCyte™ which uses the HLA-G gene to suppress rejection of transplanted cells and tissues to confer low immune observability to cells;
- AGEX-BAT1 using adipose brown fat cells for metabolic diseases such as Type II diabetes;
- AGEX-VASC1 using vascular progenitor cells to treat tissue ischemia; and
- Induced tissue regeneration or iTR technology to regenerate or rejuvenate cells to treat a variety of degenerative diseases including those associated with aging, as well as other potential tissue regeneration applications such as scarless wound repair.

Restructuring Plans and Merger Agreement

During March 2023, AgeX borrowed \$10,000,000 from Juvenescence Limited ("Juvenescence") under the terms of a Secured Convertible Promissory Note (the "\$10 Million Secured Note") and used the loan proceeds to make a \$ 10,000,000 loan under the terms of a Convertible Promissory Note to Serina (the "Serina Note"), in order to provide financing to Serina Therapeutics, Inc. ("Serina") in advance of corporate restructuring plans that include a potential merger between AgeX and Serina in which AgeX would be the surviving company.

On August 29, 2023, AgeX entered into an Agreement and Plan of Merger and Reorganization (the "Merger Agreement") with Serina and Canaria Transaction Corporation, an Alabama corporation and wholly owned subsidiary of AgeX ("Merger Sub"). Serina currently has a pipeline of small molecule candidates targeting central nervous system ("CNS") indications, enabled by the company's proprietary POZ Platform™ delivery technology. In addition to advancing Serina's wholly owned pipeline assets, Serina is working with pharma partners currently advancing pre-clinical studies exploring POZ polymer lipid-nanoparticles ("LNPs") in next generation LNP delivered RNA vaccines. In addition, Serina is advancing a lead drug candidate, SER-252 (POZ-apomorphine) for the treatment of advanced Parkinson's Disease through pre-clinical studies towards the goal of an investigational new drug submission or "IND" to the Food and Drug Administration for the initiation of a Phase I clinical trial during the fourth quarter of 2024. Serina has two other pipeline assets that are positioned to enter IND enabling studies, SER-227 (POZ-buprenorphine) for certain post-operative pain indications, and SER-228 (POZ-cannabidiol) for treatment refractory epilepsy indications. Serina is also focused on expanding its LNP and anti-body drug conjugate partnering collaborations.

Upon the terms and subject to the satisfaction of the conditions described in the Merger Agreement, including that the Merger is approved by the stockholders of Serina and the issuance of AgeX common stock to Serina in the Merger is approved by the stockholders of AgeX, Merger Sub will be merged with and into Serina, with Serina surviving as a wholly owned subsidiary of AgeX (the "Merger"). There is no assurance the necessary approvals by AgeX stockholders and Serina stockholders will be obtained or that the other conditions to the Merger as provided in the Merger Agreement will be met.

AgeX's restructuring plans also include a potential spinoff of AgeX's subsidiary Reverse Bioengineering, Inc. ("Reverse Bio") through a distribution of some or all of the shares of capital stock of Reverse Bio held by AgeX to AgeX stockholders following a financing of Reverse Bio through the sale of shares of Reverse Bio common stock to private investors (the "Reverse Bio Financing"). If the Reverse Bio spinoff is completed, Reverse Bio would become a separate publicly traded company.

Definitive agreements regarding the Reverse Bio Financing and a Reverse Bio spinoff have not yet been executed, nor has AgeX's board of directors approved the Reverse Bio spinoff. Accordingly, there is a risk that the Reverse Bio Financing and the Reverse Bio spinoff may never be consummated.

Emerging Growth Company

AgeX is an "emerging growth company" as defined in the Jumpstart Our Business Startups Act of 2012.

Going Concern

AgeX primarily finances its operations through loans from its largest stockholder, Juvenescence Limited ("Juvenescence"). AgeX has incurred operating losses and negative cash flows since inception and had an accumulated deficit of \$127.6 million as of September 30, 2023. AgeX expects to continue to incur operating losses and negative cash flows.

Based on a strategic review of its operations, giving consideration to the status of its product development programs, human resources, capital needs and resources, and current conditions in the capital markets, AgeX's board of directors and management have adopted operating plans and budgets to extend the period over which AgeX can continue its operations with its available cash resources. Notwithstanding those operating plans and budgets, based on AgeX's most recent projected cash flows AgeX believes that its cash and cash equivalents of \$0.4 million as of September 30, 2023 plus the loan facilities provided by Juvenescence to advance up to an additional \$1 million to AgeX which was drawn in full in October 2023 and an additional \$ 4.4 million line of credit made available to AgeX through an Allonge and Fifth Amendment to Amended and Restated Convertible Promissory Note with Juvenescence (the "Fifth Amendment") on November 9, 2023 would not be sufficient to satisfy AgeX's anticipated operating and other funding requirements for the next twelve months from the issuance of these condensed consolidated interim financial statements. These conditions raise substantial doubt about AgeX's ability to continue as a going concern. AgeX will need to obtain substantial additional funding in connection with its continuing operations. The financial statements do not include any adjustments to the amount and classification of assets and liabilities that may be necessary should AgeX not continue as a going concern. See Note 12, *Subsequent Events*, for further details on the Fifth Amendment.

Liquidity and Impact of COVID-19

In addition to general economic and capital market trends and conditions, AgeX's ability to raise sufficient additional capital to finance its operations from time to time will depend on a number of factors specific to AgeX's operations such as operating expenses and progress in out-licensing its technologies and development of its product candidates. Although AgeX has been able to reduce its operating expenses, with the exception of certain non-recurring expenses incurred related to the possible Merger between AgeX and Serina, by eliminating internal research and development activities and focusing instead on outsourcing research and development and seeking licensing arrangements for AgeX technologies, this approach has also made it more difficult for AgeX to make progress in developing its target product candidates and technologies, which in turn may make it more difficult for AgeX to raise capital. The unavailability or inadequacy of financing to meet future capital needs could force AgeX to modify, curtail, delay, or suspend some or all aspects of planned operations. Sales of additional equity securities could result in the dilution of the interests of its stockholders. AgeX cannot assure that adequate financing will be available on favorable terms, if at all.

2. Basis of Presentation and Summary of Significant Accounting Policies

The unaudited condensed consolidated interim financial statements presented herein, and discussed below, have been prepared in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP") for interim financial information and with the instructions to Form 10-Q and Article 8 of Regulation S-X. In accordance with those rules and regulations certain information and footnote disclosures normally included in comprehensive consolidated financial statements have been condensed or omitted. The condensed consolidated balance sheet as of December 31, 2022 was derived from the audited consolidated financial statements at that date but does not include all the information and footnotes required by U.S. GAAP. These condensed consolidated interim financial statements should be read in conjunction with the audited consolidated financial statements and notes thereto included in AgeX's Annual Report on Form 10-K for the year ended December 31, 2022.

The accompanying condensed consolidated interim financial statements, in the opinion of management, include all adjustments, consisting only of normal recurring adjustments, necessary for a fair presentation of AgeX's financial condition and results of operations. The condensed consolidated results of operations are not necessarily indicative of the results to be expected for any other interim period or for the entire year.

Principles of consolidation

The consolidated financial statements include the accounts of AgeX and its subsidiaries in which AgeX has a controlling financial interest. The consolidated financial statements also include certain variable interest entities in which AgeX is the primary beneficiary (as described in more detail below). For consolidated entities where AgeX has less than 100% of ownership, AgeX records net loss attributable to noncontrolling interest on the consolidated statement of operations equal to the percentage of the ownership interest retained in such entities by the respective noncontrolling parties. The noncontrolling interest is reflected as a separate element of stockholders' equity (deficit) on AgeX's consolidated balance sheets. Any material intercompany transactions and balances have been eliminated upon consolidation.

AgeX assesses whether it is the primary beneficiary of a variable interest entity ("VIE") at the inception of the arrangement and at each reporting date. This assessment is based on its power to direct the activities of the VIE that most significantly impact the VIE's economic performance and AgeX's obligation to absorb losses or the right to receive benefits from the VIE that could potentially be significant to the VIE. If the entity is within the scope of the variable interest model and meets the definition of a VIE, AgeX considers whether it must consolidate the VIE or provide additional disclosures regarding its involvement with the VIE. If AgeX determines that it is the primary beneficiary of the VIE, AgeX will consolidate the VIE. This analysis is performed at the initial investment in the entity or upon any reconsideration event. For entities AgeX holds as an equity investment that are not consolidated under the VIE model, AgeX will consider whether its investment constitutes a controlling financial interest in the entity and therefore should be considered for consolidation under the voting interest model.

AgeX has four subsidiaries, Reverse Bio, ReCyte Therapeutics, Inc. ("ReCyte"), and NeuroAirmid Therapeutics, Inc. ("NeuroAirmid"), Canaria Transaction Corporation ("Merger Sub"), and has incorporated but not yet capitalized a fourth subsidiary UniverXome Bioengineering, Inc. ("UniverXome"). Reverse Bio is a wholly owned subsidiary of AgeX through which AgeX plans to finance its iTR™ research and development efforts. AgeX is actively seeking equity financing for Reverse Bio and to the extent that such Reverse Bio Financing is obtained through the sale of capital stock or other equity securities by Reverse Bio, AgeX's equity interest in Reverse Bio and its iTR™ business would be diluted. AgeX's restructuring plans also include a potential spinoff of Reverse Bio through a distribution of some or all of the shares of capital stock of Reverse Bio held by AgeX to AgeX stockholders following the Reverse Bio Financing. ReCyte is an early stage pre-clinical research and development company involved in stem cell-derived endothelial and cardiovascular related progenitor cells for the treatment of vascular disorders and ischemic conditions. AgeX owns 94.8% of the outstanding capital stock of ReCyte. NeuroAirmid is jointly owned by AgeX with the University of California – Irvine and certain researchers and was recently organized to pursue clinical development and commercialization of cell therapies, focusing initially on Huntington's Disease. AgeX owns 50% of

the outstanding capital stock of NeuroAirmid. AgeX consolidates NeuroAirmid despite not having majority ownership interest as it has the ability to influence decision making and financial results through contractual rights and obligations as per Accounting Standards Codification ("ASC") 810, *Consolidation*. Merger Sub was incorporated for the purpose of merging with Serina to implement the Merger. UniverXome is expected, in connection with the planned Merger, to hold certain AgeX assets and assume AgeX indebtedness obligations to Juvenescence.

Use of estimates

The preparation of consolidated financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect (i) the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements, and (ii) the reported amounts of revenues and expenses during the reporting period, in each case with consideration given to materiality. Significant estimates and assumptions which are subject to significant judgment include those related to going concern assessment of consolidated financial statements, useful lives associated with long-lived assets, including evaluation of asset impairment, allowances for uncollectible accounts receivables, loss contingencies, deferred income taxes and tax reserves, including valuation allowances related to deferred income taxes, determining the fair value of AgeX's embedded derivatives in the convertible notes payable and receivable, and assumptions used to value stock-based awards or other equity instruments and liability classified warrants. Actual results could differ materially from those estimates. The financial information for private companies may not be available and, even if available, that information may be limited and/or unreliable. To the extent there are material differences between the estimates and actual results, AgeX's future results of operations will be affected.

See Note 6, *Warrant Liability*, for discussion on estimated change in fair value of warrant liability.

Concentration of credit risk and other risks and uncertainties

Financial instruments that potentially subject AgeX to concentrations of risk consist principally of cash equivalents and a convertible note receivable. AgeX maintains its cash deposits in Federal Deposit Insurance Corporation insured financial institutions within the federally insured limits. Even if balances were to exceed the federally insured limits, AgeX does not believe that it would be exposed to significant credit risk due to the financial position of the depository institutions in which those deposits are held.

AgeX also monitors the creditworthiness of the borrower of the convertible promissory note. AgeX believes that any concentration of credit risk in a convertible note receivable was mitigated in part by (i) AgeX's right to convert loan amounts owed to AgeX into shares of equity securities of the borrower in the event the borrower completes a financing in at least a designated amount, and (ii) AgeX's right to tender the convertible note receivable to a lender to settle a convertible note payable. See Notes 4, *Convertible Note Receivable* and 5, *Related Party Transactions*.

Product candidates developed by AgeX and its subsidiaries will require approvals or clearances from the United States Food and Drug Administration or foreign regulatory agencies prior to commercial sales. There can be no assurance that any of the product candidates being developed or planned to be developed by AgeX or its subsidiaries will receive any of the required approvals or clearances. If regulatory approval or clearance were to be denied or any such approval or clearance was to be delayed, it would have a material adverse impact on AgeX.

Fair value measurements of financial instruments

Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. Fair value estimates discussed herein are based upon certain market assumptions and pertinent information available to management as of the financial statement presentation date.

The carrying values of cash equivalents, accounts receivable and accounts payable, are carried at, or approximate, fair value as of the reporting date because of their short-term nature. Fair values for AgeX's warrant liabilities are estimated by utilizing valuation models that consider current and expected stock prices, volatility, dividends, market interest rates, forward yield curves and discount rates. Such amounts and the recognition of such amounts are subject to significant estimates that may change in the future.

To increase the comparability of fair value measures, the following hierarchy prioritizes the inputs to valuation methodologies used to measure fair value (ASC 820-10-50, *Fair Value Measurements and Disclosures*):

- Level 1 – Inputs to the valuation methodology are quoted prices (unadjusted) for identical assets or liabilities in active markets.
- Level 2 – Inputs to the valuation methodology include observable quoted prices (other than quoted market prices included within Level 1) for similar assets or liabilities in active markets, and inputs that are observable for the assets or liabilities, either directly or indirectly, for substantially the full term of the financial instruments.
- Level 3 – Inputs to the valuation methodology are unobservable; that reflect management's own assumptions about the assumptions market participants would make and significant to the fair value.

In determining fair value, AgeX utilizes valuation techniques that maximize the use of observable inputs and minimize the use of unobservable inputs to the extent possible, and also considers counterparty credit risk in its assessment of fair value. For the periods presented, AgeX has no financial assets recorded at fair value on a recurring basis, except for cash and cash equivalents primarily consisting of money market funds. These assets are measured at fair value using the period-end quoted market prices as a Level 1 input. The carrying amounts of accounts receivable, net, prepaid expenses and other current assets, related party amounts due to affiliates, accounts payable, accrued liabilities and other current liabilities approximate fair values because of the short-term nature of these items. The discounted conversion prices triggered by certain qualified events in the Serina Note and the \$10 Million Secured Note are Level 3 on the fair value hierarchy and subject to fair valuation at inception and remeasurement at each reporting period. The fair value of the discounted conversion prices under both notes were determined to have an immaterial value at inception and life to date of the notes, as the probability of a future qualifying event is remote. The likelihood of the future qualifying event will be evaluated at the end of each reporting period. For additional information regarding the convertible notes and derivatives, see Notes 4, *Convertible Note Receivable*, 5, *Related Party Transactions*, and 12, *Subsequent Events*.

The accounting guidance establishes a hierarchy which requires an entity to maximize the use of quoted market prices and minimize the use of unobservable inputs. An asset or liability's level is based on the lowest level of input that is significant to the fair value measurement. Fair value estimates are reviewed at the origination date and again at each applicable measurement date and interim or annual financial reporting dates, as applicable for the financial instrument, and are based upon certain market assumptions and pertinent information available to management at those times.

The methods and significant inputs and assumptions utilized in estimating the fair value of the warrant liabilities, as well as the respective hierarchy designations are discussed further in Note 6, *Warrant Liability*. The warrant liability measurement is considered a Level 3 measurement based on the availability of market data and inputs and the significance of any unobservable inputs as of the measurement date. As of September 30, 2023, AgeX has utilized the full credit subject to warrants, and accordingly, the warrants were fully issued for each of the advances of loan funds under the Secured Note.

See Note 6, *Warrant Liability*, for additional information on accounting for liability classified warrants and certain Level 3 warrant valuation tables.

Cash, cash equivalents, and restricted cash

In accordance with Accounting Standards Update ("ASU") 2016-18, *Statement of Cash Flows (Topic 230): Restricted Cash*, a reconciliation of AgeX's cash and cash equivalents in the condensed consolidated balance sheets to cash, cash equivalents and restricted cash in the condensed consolidated statements of cash flows for all periods presented is as follows (in thousands):

	September 30, 2023 (unaudited)	December 31, 2022
Cash and cash equivalents	\$ 397	\$ 645
Restricted cash ⁽¹⁾	50	50
Cash, cash equivalents, and restricted cash as shown in the condensed consolidated statements of cash flows	\$ 447	\$ 695

(1) Restricted cash entirely represents the deposit required to maintain AgeX's corporate credit card program.

Long-lived intangible assets, net

Long-lived intangible assets, consisting primarily of acquired in-process research and development ("IPR&D") and patents is stated at acquired cost, less accumulated amortization. Amortization expense is computed using the straight-line method over the estimated useful life of 10 years. See Note 3, *Selected Balance Sheet Components*.

Impairment of long-lived assets

AgeX assesses the impairment of long-lived assets whenever events or changes in circumstances indicate that such assets might be impaired and the carrying value may not be recoverable. AgeX's long-lived assets consists entirely of intangible assets. If events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable and the expected undiscounted future cash flows attributable to the asset are less than the carrying amount of the asset, an impairment loss, equal to the excess of the carrying value of the asset over its fair value, is recorded. As of September 30, 2023, there has been no impairment of long-lived assets.

Leases

AgeX accounts for leases in accordance with ASU 2016-02, *Leases (Topic 842)* ("ASC 842"), and its subsequent amendments affecting AgeX: (i) ASU 2018-10, *Codification Improvements to Topic 842, Leases*, and (ii) ASU 2018-11, *Leases (Topic 842): Targeted Improvements*, using the modified retrospective method. AgeX management determines if an arrangement is a lease at inception. Leases are classified as either financing or operating, with classification affecting the pattern of expense recognition in the consolidated statements of operations. When determining whether a lease is a financing lease or an operating lease, ASC 842 does not specifically define criteria to determine "major part of remaining economic life of the underlying asset" and "substantially all of the fair value of the underlying asset." For lease classification determination, AgeX continues to use (i) 75% or greater to determine whether the lease term is a major part of the remaining economic life of the underlying asset and (ii) 90% or greater to determine whether the present value of the sum of lease payments is substantially all of the fair value of the underlying asset. Under the available practical expedients, and as applicable, AgeX accounts for the lease and non-lease components as a single lease component. AgeX recognizes right-of-use ("ROU") assets and lease liabilities for leases with terms greater than twelve months in the condensed consolidated balance sheets.

ROU assets represent an entity's right to use an underlying asset during the lease term and lease liabilities represent an entity's obligation to make lease payments arising from the lease. Operating lease ROU assets and liabilities are recognized at commencement date based on the present value of lease payments over the lease term. If the lease agreement does not provide an implicit rate in the contract, an entity uses its incremental borrowing rate based on the information available at commencement date in determining the present value of lease payments. The operating lease ROU asset also includes any lease payments made and excludes lease incentives. The lease terms may include options to extend or terminate the lease when it is reasonably certain that the entity will exercise that option. Lease expense for lease payments is recognized on a straight-line basis over the lease term. AgeX does not capitalize leases that have terms of twelve months or less.

AgeX leases office space in Alameda, California. For 2022 base monthly rent was \$ 1,074 and for 2023 base monthly rent is \$844 for slightly less space at the same building. AgeX has elected to not apply the recognition requirements under ASC 842 for the lease agreements and instead recognizes the lease payments as lease cost on a straight-line basis over the lease term as lease payments are not deemed material.

Accounting for warrants

AgeX determines the accounting classification of warrants it issues, as either liability or equity, by first assessing whether the warrants meet liability classification in accordance with ASC 480-10, *Accounting for Certain Financial Instruments with Characteristics of both Liabilities and Equity*, then in accordance with ASC 815-40, *Accounting for Derivative Financial Instruments Indexed to, and Potentially Settled in, a Company's Own Stock*. Under ASC 480, warrants are considered liability classified if the warrants are mandatorily redeemable, obligate AgeX to settle the warrants or the underlying shares by paying cash or other assets, or warrants that must or may require settlement by issuing a variable number of shares. If warrants do not meet liability classification under ASC 480-10, AgeX assesses the requirements under ASC 815-40, which states that contracts that require or may require the issuer to settle the contract for cash are liabilities recorded at fair value, irrespective of the likelihood of the transaction occurring that triggers the net cash settlement feature. If the warrants do not require liability classification under ASC 815-40, and in order to conclude equity classification, AgeX also assesses whether the warrants are indexed to its common stock and whether the warrants are classified as equity under ASC 815-40 or other applicable U.S. GAAP. After all relevant assessments, AgeX concludes whether the warrants are classified as liability or equity. Liability classified warrants require fair value accounting at issuance and subsequent to initial issuance with all changes in fair value after the issuance date recorded in the statements of operations. Equity classified warrants only require fair value accounting at issuance with no changes recognized subsequent to the issuance date. AgeX has liability classified warrants as of September 30, 2023. See Notes 5, *Related Party Transactions* and 6, *Warrant Liability*, for additional information regarding warrants.

Revenue recognition

AgeX recognizes revenue in a manner that depicts the transfer of control of a product or a service to a customer and reflects the amount of the consideration it expects to receive in exchange for such product or service. In doing so, AgeX follows a five-step approach: (i) identify the contract with a customer, (ii) identify the performance obligations in the contract, (iii) determine the transaction price, (iv) allocate the transaction price to the performance obligations, and (v) recognize revenue when (or as) the customer obtains control of the product or service. AgeX considers the terms of a contract and all relevant facts and circumstances when applying the revenue recognition standard. AgeX applies the revenue recognition standard,

including the use of any practical expedients, consistently to contracts with similar characteristics and in similar circumstances.

Grant revenues – AgeX accounts for grants received to perform research and development services in accordance with ASC 730-20, *Research and Development Arrangements*. At the inception of the grant, we perform an assessment as to whether the grant is a liability or a contract to perform research and development services for others. If AgeX or a subsidiary receiving the grant is obligated to repay the grant funds to the grantor regardless of the outcome of the research and development activities, then AgeX is required to estimate and recognize that liability. Alternatively, if AgeX or a subsidiary receiving the grant is not required to repay, or if it is required to repay the grant funds only if the research and development activities are successful, then the grant agreement is accounted for as a contract to perform research and development services for others, in which case, grant revenue is recognized when the related research and development expenses are incurred.

In applying the provisions of Topic 606, AgeX has determined that government grants are out of the scope of Topic 606 because the government entities do not meet the definition of a “customer”, as defined by Topic 606, as there is not considered to be a transfer of control of good or services to the government entities funding the grant. In the absence of applicable guidance under U.S. GAAP, AgeX’s policy is to recognize grant revenue when the related costs are incurred, provided that the applicable conditions under the government contracts have been met. Only costs that are allowable under the grant award, certain government regulations and the National Institutes of Health (“NIH”) supplemental policy and procedure manual may be claimed for reimbursement, and the reimbursements are subject to routine audits from governmental agencies from time to time. Costs incurred are recorded in research and development expenses on the accompanying consolidated statements of operations.

AgeX believes the recognition of revenue as costs are incurred and amounts become realizable is analogous to the concept of transfer of control of a service over time under ASC 606.

In August 2023, AgeX was awarded a grant of up to approximately \$ 341,000 from the NIH, National Heart, Lung and Blood Institute. The NIH grant will provide funding for continued development of AgeX’s technologies toward treating cardiovascular disease over a one year period starting September 1, 2023. Based on our evaluation under the accounting guidance aforementioned, this grant agreement is accounted for as a contract to perform research and development services for others, in which case, grant revenue is recognized when the related research and development expenses are incurred. Accordingly, grant funds are made available by the NIH as allowable expenses are incurred. For the three and nine months ended September 30, 2023, AgeX incurred approximately \$21,000 of allowable expenses under the NIH grant and recognized a corresponding amount of grant revenues.

ESI BIO Research Products – AgeX, through its ESI BIO research product division, markets a number of products related to human pluripotent stem cells (“PSC lines”), including research-grade PSC lines and PSC lines produced under current good manufacturing practices or “cGMP”. AgeX offers cells from PSC lines to customers under contracts that permit the customers to utilize PSC lines for the research, development, and commercialization of cell-based therapies or other products in defined fields of application. The compensation to AgeX for providing the PSC line cells under such contracts may include up-front payments, milestone payments related to product development, regulatory matters, and commercialization, and the payment of royalties on sales of products developed from AgeX PSC lines. Revenues from the sale of research products have not been significant during the periods presented in the condensed consolidated interim financial statements included in this Report.

Arrangements with multiple performance obligations – AgeX may enter into contracts with customers that include multiple performance obligations. For such arrangements, AgeX will allocate revenue to each performance obligation based on its relative standalone selling price. AgeX will determine or estimate standalone selling prices based on the prices charged, or that would be charged, to customers for that product or service. As of September 30, 2023 and December 31, 2022, AgeX did not have significant arrangements with multiple performance obligations.

Research and development

Research and development expenses consist primarily of personnel costs and related benefits, including stock-based compensation, amortization of intangible assets, outside consultants and contractors, sponsored research agreements with certain universities, and suppliers, and license fees paid to third parties to acquire patents or licenses to use patents and other technology. Research and development expenses incurred and reimbursed by grants from third parties or governmental agencies if any and as applicable, approximate the respective revenues recognized in the condensed consolidated statements of operations.

General and administrative

General and administrative expenses consist primarily of compensation and related benefits, including stock-based compensation, for executive and corporate personnel, and professional and consulting fees.

Basic and diluted net loss per share attributable to common stockholders

Basic loss per share is calculated by dividing net loss attributable to AgeX common stockholders by the weighted average number of shares of common stock outstanding, net of unvested restricted stock or restricted stock units, subject to repurchase by AgeX, if any, during the period. Diluted loss per share is calculated by dividing the net income attributable to AgeX common stockholders, if any, by the weighted average number of shares of common stock outstanding, adjusted for the effects of potentially dilutive common stock issuable under outstanding stock options, warrants, and restricted stock units, using the treasury-stock method, and convertible preferred stock, if any, using the if-converted method, and treasury stock held by subsidiaries, if any.

For the three and nine months ended September 30, 2023 and 2022, because AgeX reported a net loss attributable to common stockholders, all potentially dilutive common stock, comprised of stock options, restricted stock units and warrants, is antidilutive.

The following weighted average common stock equivalents were excluded from the computation of diluted net loss per share of common stock for the periods presented because including them would have been antidilutive (in thousands):

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2023	2022	2023	2022
Stock options	3,276	3,264	3,266	3,310
Warrants ⁽¹⁾	12,132	10,616	12,716	8,947
Restricted stock units	-	9	-	12

(1) As of September 30, 2023 and 2022, AgeX had issued Juvenescence warrants to purchase 11,539,348 and 10,919,485 shares, respectively, of AgeX common stock as consideration for certain loan agreements discussed in Note 5, *Related Party Transactions*.

Reclassifications

Certain reclassifications have been made to the prior period’s condensed consolidated interim financial statements to conform to current year presentation. Additionally, certain financial information is presented on a rounded basis, which may cause minor differences.

Recently adopted accounting pronouncements

In June 2016, the Financial Accounting Standards Board ("FASB") issued ASU No. 2016-13, *Financial Instruments – Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments*, and subsequent amendments to the initial guidance under ASU 2018-19, ASU 2019-04, ASU 2019-05 and ASU 2019-10, which amends the current approach to estimate credit losses on certain financial assets. This ASU requires immediate recognition of management's estimates of current expected credit losses. Under the prior model, losses were recognized only as they were incurred, which FASB has noted delayed recognition of expected losses that might not yet have met the threshold of being probable. The standard is applicable to all financial assets (and net investment in leases) that are not accounted for at fair value through net income, such as trade receivables, loans, debt securities, and net investment in leases, thereby bringing consistency in accounting treatment across different types of financial instruments and requiring consideration of a broader range of variables when forming loss estimates. Subsequent changes in the valuation allowance are recorded in current earnings and reversal of previous losses are permitted. AgeX adopted this standard as of January 1, 2023, and it did not have a material impact on the condensed consolidated interim financial statements.

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In March 2022, the FASB issued ASU No. 2022-01, *Derivatives and Hedging (Topic 815): Fair Value Hedging – Portfolio Layer Method*, which clarifies the guidance in ASC 815 on fair value hedge accounting of interest rate risk for portfolios of financial assets. The ASU amends the guidance in ASU 2017-12 (released on August 28, 2017) that, among other things, established the "last-of-layer" method for making the fair value hedge accounting for these portfolios more accessible. ASU 2022-01 renames that method the "portfolio layer" method and addresses feedback from stakeholders regarding its application. AgeX adopted this standard as of January 1, 2023, and it did not have a material impact on the condensed consolidated interim financial statements.

In March 2022, the FASB issued ASU No. 2022-02, *Financial Instruments – Credit Losses (Topic 326): Troubled Debt Restructurings and Vintage Disclosures*, which amends the accounting for credit losses on financial instruments. This amendment eliminates the recognition and measurement guidance on troubled debt restructurings for creditors that have adopted the new credit losses guidance in ASC 326 and requires enhanced disclosures about loan modifications for borrowers experiencing financial difficulty. The new guidance also requires public business entities to present gross write-offs by year of origination in their vintage disclosures. The guidance became effective for AgeX on January 1, 2023 and includes interim periods. Entities can elect to adopt the guidance on troubled debt restructurings using either a prospective or modified retrospective transition. If an entity elects to apply a modified retrospective transition, it will record a cumulative effect adjustment to retained earnings in the period of adoption. This ASU did not have a material impact on the condensed consolidated interim financial statements.

On July 14, 2023, the FASB issued ASU No. 2023-02, *Presentation of Financial Statements (Topic 205), Income Statement – Reporting Comprehensive Income (Topic 220), Distinguishing Liabilities from Equity (Topic 480), Equity (Topic 505), and Compensation – Stock Compensation*, which amends or supersedes various SEC paragraphs within the codification to conform to past announcements and guidance issued by the SEC. Specifically, the ASU responds to (1) the issuance of SEC Staff Accounting Bulletin (SAB) 120; (2) the SEC staff announcement at the March 24, 2022, EITF meeting; and (3) SAB Topic 6.B, "Accounting Series Release No. 280 — General Revision of Regulation S-X: Income or Loss Applicable to Common Stock." This ASU is effective immediately and did not have a material impact on AgeX's condensed consolidated interim financial statements.

3. Selected Balance Sheet Components

Intangible assets, net

At September 30, 2023 and December 31, 2022, intangible assets, primarily consisting of acquired IPR&D and patents, and accumulated amortization were as follows (in thousands):

	September 30, 2023 (unaudited)	December 31, 2022
Intangible assets	\$ 1,312	\$ 1,312
Accumulated amortization	(672)	(574)
Total intangible assets, net	\$ 640	\$ 738

AgeX recognized \$33,000 and \$98,000 in amortization expense of intangible assets, included in research and development expenses, for the three and nine months ended September 30, 2023, respectively and \$33,000 and \$99,000 for the same periods in 2022, respectively.

Amortization of intangible assets for periods subsequent to September 30, 2023 is as follows (in thousands):

Year Ending December 31,	Amortization Expense
2023	\$ 33
2024	131
2025	131
2026	132
Thereafter	213
Total	\$ 640

Accounts payable and accrued liabilities

At September 30, 2023 and December 31, 2022, accounts payable and accrued liabilities were comprised of the following (in thousands):

	September 30, 2023 (unaudited)	December 31, 2022
Accounts payable	\$ 1,172	\$ 568
Accrued compensation	206	193
Accrued vendors and other expenses	293	273
Total accounts payable and accrued liabilities	\$ 1,671	\$ 1,034

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4. Convertible Note Receivable

On March 15, 2023, AgeX and Serina entered into a Convertible Note Purchase Agreement (the "Serina Note Purchase Agreement"), pursuant to which

AgeX lent to Serina an aggregate principal amount of \$10,000,000 as evidenced by the Serina Note on that date. Interest on the principal amount under the Serina Note accrues on the unpaid principal amount at a simple interest rate equal to 7% per annum, computed on the basis of the 360-day year of twelve 30-day months. The outstanding principal amount and accrued interest of \$10,379,000 under the Serina Note will become due and payable on March 15, 2026.

In connection with the issuance of the Serina Note, AgeX is entitled to elect one member to the board of directors of Serina and receive certain information and inspection rights as well as participation rights for subsequent equity issuances.

The principal balance of the Serina Note with accrued interest will automatically convert into Serina preferred stock if Serina raises at least \$ 25,000,000 through the sale of shares of Serina preferred stock ("qualifying event"). The conversion price per share shall be the lower of (a) 80% of the lowest price at which the shares of preferred stock were sold, and (b) a "capped price" equal to \$105,000,000 divided by Serina's then fully diluted capitalization. AgeX has the option to convert the Serina Note into Serina preferred stock after a sale of Serina preferred stock regardless of the amount sold by Serina. AgeX evaluated the 20% discounted conversion feature of the Serina Note under ASC 815-15, *Derivatives and Hedging—Embedded Derivatives*, and concluded that it was an embedded derivative which should be bifurcated from the note and accounted for separately. The 20% discount was determined to have an immaterial value at inception and life to date of the Serina Note, as the probability of a future qualifying event is remote. The likelihood of the future qualifying event will be evaluated at the end of each reporting period and any adjustments will be included in *Interest (income) expense, net in the Other (income) expense, net* section of the condensed consolidated statements of operations.

AgeX may (i) at its election, upon a change of control (as defined in the Serina Note), convert the Serina Note in whole or in part into either (a) cash in an amount equal to 100% of the outstanding principal amount of the Serina Note, plus interest, or (b) into the highest ranking shares of Serina then issued at a conversion price equal to the lowest price per share at which the most senior series of Serina shares has been sold in a single transaction or a series of related transactions through which Serina raised at least \$5,000,000 or (ii) if the Serina Note remains outstanding as of the maturity date, AgeX may convert the Serina Note into the most senior shares of Serina issued at the time of conversion at a conversion price equal to the capped price.

If the Merger is consummated, the Serina Note will be canceled for no consideration.

The outstanding principal balance of the Serina Note with accrued interest may become immediately due and payable prior to the stated maturity date if an Event of Default as defined in the Serina Note occurs. In addition to this and any other remedy, both in equity and in law, upon the occurrence of an Event of Default, an interest rate of 10% per annum and computed on the basis of the 360-day year of twelve 30-day months, shall apply to the Convertible Amount until fully paid. Events of Default under the Serina Note include: (i) the commission of any act of bankruptcy by Serina or any Significant Subsidiary (as such term is defined in Rule 1-02(w) of Regulation S-X), (ii) the execution by Serina of a general assignment for the benefit of creditors, (iii) the filing by or against Serina or any Significant Subsidiary (as such term is defined in Rule 1-02(w) of Regulation S-X) of a petition in bankruptcy or any petition for relief under the federal bankruptcy act (or, in each case, under any similar insolvency law) or the continuation of such petition without dismissal for a period of 60 calendar days or more, (iv) the appointment of a receiver or trustee to take possession of the property or assets of Serina or any Significant Subsidiary (as such term is defined in Rule 1-02(w) of Regulation S-X), (v) failure of Serina to pay any amount due under the Serina Note when due, which failure to pay is not cured by Serina within 5 business days of written notice thereof, (vi) unless waived by AgeX, Serina's material breach of any representation, warranty or covenant of Serina under the Serina Note Purchase Agreement, Serina Note or other agreements entered in connection therewith, which breach, if curable, is not cured by Serina within 10 business days of written notice by AgeX thereof, (vii) Serina or any subsidiary shall default on any of its obligations under any indebtedness which default causes the indebtedness thereunder to (x) become prematurely due and payable, (y) be placed on demand or (z) become capable of being declared by or on behalf of a creditor thereunder to be prematurely due and payable or being placed on demand, in each case, as a result of such default or any provision having a similar effect (howsoever prescribed), (viii) any monetary judgment, writ or similar final process shall be entered or filed against Serina, any subsidiary or any of their respective property or other assets for more than \$250,000, and such judgment, writ or similar final process shall remain unvacated, unbonded or unstayed for a period of 45 calendar days, and (ix) Serina experiences a Material Adverse Effect (as defined in the Serina Note Purchase Agreement).

The Serina Note Purchase Agreement and Serina Note each includes certain covenants that among other matters require financial reporting and impose certain restrictions, including (i) restrictions on the incurrence of additional indebtedness by Serina and its subsidiaries; (ii) requiring that Serina use note proceeds and funds that may be raised through certain equity offerings only for research and development work, professional and administrative expenses, and for general working capital; and (iii) prohibiting Serina from entering into any material sale or transfer transactions outside of the ordinary course of business, other than in a merger between AgeX and Serina, without the consent of AgeX.

Subordination Agreement

In connection with the issuance of the Serina Note, Serina, each other holder of Serina indebtedness (each a "Serina Lender"), and AgeX entered into a Subordination Agreement, dated March 15, 2023, pursuant to which each Serina Lender agreed to subordinate to AgeX's rights of repayment with respect to the obligations owed under the Serina Note Purchase Agreement and the Serina Note (i) all Serina indebtedness owed to such Serina Lender under certain convertible notes between each Serina Lender and Serina, which aggregate principal amount of all of such convertible notes equals \$1,450,000, and (ii) any related security interests.

5. Related Party Transactions

During July 2023, AgeX and Juvenescence entered into an Exchange Agreement pursuant to which AgeX issued shares of Series A Preferred Stock and Series B Preferred Stock to Juvenescence in exchange for the extinguishment of a total of \$36 million of indebtedness under the 2020 Loan Agreement, the Secured Note, and the \$10 Million Secured Note discussed below. The unused portion of the line of credit under the Secured Note remains available to AgeX subject to the terms and conditions of the Secured Note.

2019 Loan Agreement

On August 13, 2019, AgeX and Juvenescence entered into a Loan Facility Agreement (the "2019 Loan Agreement") pursuant to which Juvenescence provided to AgeX a \$2 million line of credit for a period of 18 months. On February 10, 2021, AgeX entered into an amendment (the "First Amendment") to the 2019 Loan Agreement which extended the maturity date of loans under the 2019 Loan Agreement to February 14, 2022, and increased the amount of the loan facility by \$4 million. On November 8, 2021, AgeX entered into Amendment No. 2 to the 2019 Loan Agreement which increased the amount of the loan facility by another \$1 million. As of December 31, 2021, AgeX had borrowed all of the \$ 7 million total line of credit under the 2019 Loan Agreement, as amended. On February 14, 2022, AgeX refinanced the \$7 million outstanding principal amount of the loans and a \$ 160,000 origination fee due under the 2019 Loan Agreement, as amended. See discussion regarding the 2022 Secured Convertible Promissory Note within this Note 5.

2020 Loan Agreement

On March 30, 2020, AgeX and Juvenescence entered into a new Secured Convertible Facility Agreement (the "2020 Loan Agreement") pursuant to which Juvenescence provided to AgeX an \$8 million line of credit for a period of 18 months. Through September 30, 2023, AgeX had drawn the full \$ 8 million line of credit. AgeX issued to Juvenescence 28,500 shares of AgeX common stock as an arrangement fee for the loan facility when AgeX borrowed an aggregate of \$3 million under the 2020 Loan Agreement, and AgeX issued to Juvenescence warrants to purchase a total of 3,670,663 shares of AgeX common stock ("2020 Warrants") as determined by the warrant formula described below of which 1,182,262 are outstanding as of

September 30, 2023. On March 13, 2023, the 2020 Loan Agreement was amended to extend the maturity date to March 30, 2024. During July 2023, the full \$8 million of 2020 Loan Agreement indebtedness was extinguished in exchange for shares of Series A Preferred Stock pursuant to the Exchange Agreement.

2020 Warrants — Under the terms of the 2020 Loan Agreement, each time AgeX received an advance of funds under the 2020 Loan Agreement, AgeX issued to Juvenescence a number of 2020 Warrants equal to 50% of the number determined by dividing the amount of the advance by the applicable Market Price. The Market Price set each 2020 Warrant when issued was the closing price per share of AgeX common stock on the NYSE American on the date of the applicable notice from AgeX requesting a draw of funds that triggered the obligation to issue the 2020 Warrant. The 2020 Warrants will expire at 5:00 p.m. New York time three years after the date of issue. AgeX had issued to Juvenescence 2020 Warrants to purchase a total of 3,670,663 shares of AgeX common stock of which 1,182,262 are outstanding as of September 30, 2023. The exercise prices of the 2020 Warrants issued through and that are still outstanding as of September 30, 2023 range from \$0.81 per share to \$1.895 per share representing the market closing price on the NYSE American of AgeX common stock on the one day prior to delivery of the drawdown notices. The number of shares issuable upon exercise of the warrants and the exercise price per share are subject to adjustment upon the occurrence of certain events such as a stock split or reverse split or combination of the common stock, stock dividend, recapitalization or reclassification of the common stock, and similar events.

2022 Secured Convertible Promissory Note and Security Agreement

On February 14, 2022, AgeX and Juvenescence entered into a Secured Convertible Promissory Note (the "Secured Note") pursuant to which Juvenescence agreed to provide to AgeX a \$13,160,000 line of credit for a period of 12 months. AgeX drew an initial \$8,160,000 of the line of credit and used \$7,160,000 to refinance the outstanding principal and the loan origination fees under the 2019 Loan Agreement with Juvenescence. On February 9, 2023, AgeX and Juvenescence entered into an Amended and Restated Secured Convertible Promissory Note which amends and restates the Secured Note and added \$2 million to the line of credit available to be borrowed by AgeX under the Secured Note subject to Juvenescence's discretion to approve each loan draw. On May 9, 2023, AgeX and Juvenescence entered into an Allonge and Second Amendment to Amended and Restated Convertible Promissory Note (the "Second Amendment") that increased the amount of the line of credit available to AgeX by \$4,000,000, subject to the terms of the Secured Note and Juvenescence's discretion to approve and fund each of AgeX's future draws of that additional amount of credit. On June 2, 2023, AgeX and Juvenescence entered into a Third Amendment to Amended and Restated Convertible Promissory Note (the "Third Amendment"), to provide that (i) AgeX may draw on the available portion of the line of credit under the Secured Note until the earlier of the date a Qualified Offering as defined in the Secured Note is consummated by AgeX or October 31, 2023 (subject to Juvenescence's discretion to approve each loan draw as provided in the Secured Note), (ii) AgeX will not be obligated to issue additional common stock purchase warrants to Juvenescence in connection with the receipt of loan funds made available pursuant to the Second Amendment, and (iii) the definition of Reverse Financing Condition was amended to extend to June 20, 2023 the referenced deadline for fulfillment of the condition to permit borrowing or other incurrence of indebtedness by Reverse Bioengineering, Inc. The date on which the outstanding principal balance of the Secured Note will become due and payable shall be February 14, 2024.

On July 31, 2023, AgeX and Juvenescence entered into a Fourth Amendment (the "Fourth Amendment") to the Secured Note to provide that (i) the definition of Reverse Financing Condition is amended to extend to October 31, 2023 the referenced deadline for fulfillment of the condition to permit borrowing or other incurrence of indebtedness by AgeX's subsidiary Reverse Bio, and (ii) Juvenescence may convert the outstanding amount of the Secured Note loans or any portion of such loans into AgeX common stock without restriction by the "19.9% Cap" if Juvenescence elects to convert those amounts at a conversion price or prices equal to the "Drawdown Market Prices" applicable to such loan amounts in lieu of a lower conversion price set with reference to the current market price of AgeX common stock at the time of conversion. The 19.9% Cap is a provision of the Secured Note that limits the amount of common stock that Juvenescence may acquire through the conversion of Secured Note loans in order to comply with NYSE American requirements pertaining to the amount of shares that a listed company, such as AgeX, may sell at a price less than the market prices prevailing at the time the loans were made (the "Drawdown Market Prices") without shareholder approval.

As of September 30, 2023, AgeX had borrowed a total of \$18,160,000 under the Secured Note, of which \$5,500,000 was borrowed during the nine months ended September 30, 2023. During July 2023, \$17,992,800 of Secured Note indebtedness, comprised of \$16,660,000 borrowing and \$1,332,800 of accrued loan origination fees, was extinguished in exchange for shares of Series A Preferred Stock and Series B Preferred Stock pursuant to the Exchange Agreement. See Note 7, *Stockholders' Equity (Deficit)*.

As an arrangement fee for the Secured Note, AgeX will pay Juvenescence an origination fee in an amount equal to 4% of the amount each draw of loan funds, which will accrue as each draw is funded, and an additional 4% of all the total amount of funds drawn that will accrue following the end of the period during which funds may be drawn from the line of credit. The origination fee will become due and payable on the repayment date or in a pro rata amount with any prepayment in whole or in part of the outstanding principal balance of the Secured Note.

2022 Warrants – Upon each drawdown of funds under the Secured Note prior to June 2, 2023 when the Third Amendment went into effect, AgeX issued to Juvenescence warrants to purchase shares of AgeX common stock ("2022 Warrants"). The 2022 Warrants are governed by the terms of a Warrant Agreement between AgeX and Juvenescence. The number of 2022 Warrants issued with respect to each draw of loan funds was equal to 50% of the number determined by dividing the amount of the applicable loan draw by the applicable Market Price. The Market Price was the last closing price per share of AgeX common stock on the NYSE American on preceding the delivery of the notice from AgeX requesting the draw of funds that triggered the obligation to issue 2022 Warrants. The exercise price of the 2022 Warrants is the applicable Market Price used to determine the number of Warrants issued. The 2022 Warrants will expire at 5:00 p.m. New York time three years after the date of issue.

As of September 30, 2023, AgeX had issued to Juvenescence 2022 Warrants to purchase a total of 10,357,086 shares of AgeX common stock, of which 2022 Warrants to purchase 1,898,489 shares of AgeX common stock were issued during the nine months ended September 30, 2023. The exercise prices of the 2022 Warrants issued through September 30, 2023 range from \$0.59 per share to \$0.88 per share representing the market closing price of AgeX common stock on the NYSE American on the one day prior to delivery of the drawdown notices. The number of shares issuable upon exercise of the warrants and the exercise price per share are subject to adjustment upon the occurrence of certain events such as a stock split or reverse split or combination of the common stock, stock dividend, recapitalization or reclassification of the common stock, and similar events.

Conversion of Loan Amounts to Common Stock – In lieu of repayment of funds borrowed, AgeX may convert the loan balance and any accrued but unpaid origination fee into AgeX common stock or "units" if AgeX consummates a sale of common stock (or common stock paired with warrants or other convertible securities in "units") in which the gross sale proceeds are at least \$10,000,000. The conversion price per share or units shall be the lowest price at which shares or units are sold. Juvenescence may convert the loan balance in whole or in part into AgeX common stock at any time at Juvenescence's election at the closing price per share of AgeX common stock on the NYSE American or other national securities exchange on the date prior to the date Juvenescence gives AgeX notice Juvenescence's election to convert the loan or a portion thereof into common stock.

Default Provisions – The loan balance and origination fees may become immediately due and payable prior to the mandatory repayment date if an Event of Default occurs. Events of Default under the Secured Note include the following: (a) AgeX fails to pay any principal amount payable by it in the manner and at the time provided under and in accordance with the Secured Note; (b) AgeX fails to pay any other amount payable by it in the manner and at the time provided under and in accordance with the Secured Note or the Security Agreement described below or any other agreement executed in

connection with the Secured Note (the "Loan Documents") and the failure is not remedied within three business days; (c) AgeX fails to perform any of its covenants or obligations or fail to satisfy any of the conditions under the Secured Note or any other Loan Document and, such failure (if capable of remedy) remains unremedied to the satisfaction of Juvenescence (in its sole discretion) for 10 business days after the earlier of (i) notice requiring its remedy has been given by Juvenescence to AgeX and (ii) actual knowledge of the failure by senior officers of AgeX; (d) if any indebtedness of AgeX in excess of \$100,000 becomes due and payable, or a breach or other circumstance arises thereunder such that Juvenescence is entitled to declare such indebtedness due and payable, prior to its due date, or any indebtedness of AgeX in excess of \$25,000 is not paid on its due date; (e) AgeX stops payment of its debts generally or ceases or threatens to cease to carry on its business or is unable to pay its debts as they fall due or is deemed by a court of competent jurisdiction to be unable to pay its debts as they fall due, or enters into any arrangements with its creditors generally; (f) if (i) an involuntary proceeding (other than a proceeding instituted by Juvenescence or an affiliate of Juvenescence) shall be commenced or an involuntary petition shall be filed seeking liquidation, reorganization or other relief in respect of AgeX and any subsidiary, or of all or a substantial part of its assets, under any federal, state or foreign bankruptcy, insolvency, receivership or similar law now or hereafter in effect or (ii) an involuntary appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for AgeX or a subsidiary or for a substantial part of its assets occurs (other than in a proceeding instituted by Juvenescence or an affiliate of Juvenescence), and, in any such case, such proceeding shall continue undismissed and unstayed for sixty (60) consecutive days without having been dismissed, bonded or discharged or an order of relief is entered in any such proceeding; (g) it becomes unlawful for AgeX to perform all or any of its obligations under the Secured Note or any authorization, approval, consent, license, exemption, filing, registration or other requirement of any governmental, judicial or public body or authority necessary to enable AgeX to comply with its obligations under the Secured Note or to carry on its business is not obtained or, having been obtained, is modified in a manner that precludes AgeX or its subsidiaries from conducting their business in any material respect, or is revoked, suspended, withdrawn or withheld or fails to remain in full force and effect; (h) the issuance or levy of any judgment, writ, warrant of attachment or execution or similar process against all or any material part of the property or assets of AgeX or a subsidiary if such process is not released, vacated or fully bonded within 60 calendar days after its issue or levy; (i) any injunction, order, judgment or decision of any court is entered or issued which, in the opinion of Juvenescence, materially and adversely affects, or is reasonably likely so to affect, the ability of AgeX or a subsidiary to carry on its business or to pay amounts owed to Juvenescence under the Secured Note; (j) AgeX, whether in a single transaction or a series of related transactions, sells, leases, licenses, consigns, transfers or otherwise disposes of any material portion of its assets (with any such disposition with respect to any asset or assets with a fair value of at least \$250,000 being deemed material), other than (i) certain permitted investments (ii) sales, transfers and dispositions of inventory in the ordinary course of business, (iii) any termination of a lease of real or personal property that is not necessary in the ordinary course of the AgeX's business, could not reasonably be expected to have a material adverse effect and does not result from AgeX's default, and (iv) any sale, lease, license, consignment, transfer or other disposition of assets that are no longer necessary in the ordinary course of business or which has been approved in writing by Juvenescence; (k) any of the following shall occur: (i) the security and/or liens created by the Security Agreement or any other Loan Document shall at any time cease to constitute valid and perfected security and/or liens on any material portion of the collateral intended to be covered thereby; (ii) except for expiration in accordance with its terms, the Security Agreement or any other Loan Document pursuant to which a lien is granted by AgeX in favor of Juvenescence shall for whatever reason be terminated or shall cease to be in full force and effect; (iii) the enforceability of the Security Agreement or any other Loan Document pursuant to which a lien is granted by AgeX in favor of Juvenescence shall be contested by AgeX or a subsidiary; (iv) AgeX shall assert that its obligations under the Secured Note or any other Loan Document shall be invalid or unenforceable; or (v) a loss, theft, damage or destruction occurs with respect to a material portion of the collateral; (l) there is any change in the financial condition of AgeX and its subsidiaries which, in the opinion of Juvenescence, materially and adversely affects, or is reasonably likely so to affect, the ability of AgeX to perform any of its obligations under the Secured Note; and (m) any representation, warranty or statement made, repeated or deemed made or repeated by AgeX in the Secured Note, or pursuant to the Loan Documents, is incomplete, untrue, incorrect or misleading in any material respect when made, repeated or deemed made.

Restrictive Covenants – The Secured Note includes certain covenants that among other matters such as financial reporting: (i) impose financial restrictions on AgeX while the Secured Note remains unpaid, including restrictions on the incurrence of additional indebtedness by AgeX and its subsidiaries, except that AgeX's subsidiary Reverse Bio will be permitted to incur debt convertible into equity not guaranteed or secured by the assets of AgeX or any other AgeX subsidiary, (ii) require that AgeX use loan proceeds and funds that may be raised through certain equity offerings only for research and development work, professional and administrative expenses, for general working capital, and for repayment of all or a portion of AgeX's indebtedness to Juvenescence; and (iii) prohibit AgeX from making additional investments in subsidiaries, unless AgeX obtains the written consent of Juvenescence to a transaction that otherwise would be prohibited or restricted.

Security Agreement – AgeX has entered into a Security Agreement granting Juvenescence a security interest in substantially all of the assets of AgeX, including a security interest in shares of AgeX subsidiaries that hold certain assets, as collateral for AgeX's loan obligations. If an Event of Default occurs, Juvenescence will have the right to foreclose on the assets pledged as collateral.

\$10 Million Secured Convertible Promissory Note

On March 13, 2023, AgeX and Juvenescence entered into a \$ 10 Million Secured Convertible Promissory Note (the "\$ 10 Million Secured Note") pursuant to which Juvenescence has loaned to AgeX \$10,000,000. AgeX used the loan proceeds to finance the \$ 10,000,000 loan to Serina under the Serina Note. See Note 4, *Convertible Note Receivable*, for further information on the Serina Note and the related Serina Note Purchase Agreement.

On July 31, 2023, AgeX and Juvenescence also entered into an amendment to the \$ 10 Million Secured Note that mirrors the amendments of the Secured Note described above, and also creates an earlier time window, ending October 31, 2023, during which Juvenescence may elect to convert any amount outstanding under the \$10 Million Secured Note into shares of AgeX common stock. After October 31, 2023, Juvenescence may convert outstanding amounts under the \$10 Million Secured Note into AgeX common stock on any date more than ninety (90) days after the earlier of (a) the occurrence of a Qualified Merger as defined, and (b) March 13, 2024.

The outstanding principal balance of the \$10 Million Secured Note was scheduled to become due and payable on March 13, 2026. In lieu of accrued interest, AgeX agreed to pay Juvenescence an origination fee in an amount equal to 7% of the loan funds disbursed to AgeX, which will accrue in two installments. The origination fee will become due and payable on the earliest to occur of (i) conversion of the \$10 Million Secured Note into shares of AgeX common stock, (ii) repayment of the \$10 Million Secured Note in whole or in part (provided that the origination fee shall be prorated for the amount of any partial repayment), and (iii) the acceleration of the maturity date of the \$10 Million Secured Note following an Event of Default as defined in the \$10 Million Secured Note.

During July 2023, the \$10 Million Secured Note indebtedness, plus a portion of the accrued loan origination fees, was exchanged for Series B Preferred Stock pursuant to the Exchange Agreement.

The \$10 Million Secured Note includes a provision allowing AgeX to convert the loan balance and any accrued but unpaid origination fee into AgeX common stock or "units" if AgeX consummates a sale of common stock (or common stock paired with warrants or other convertible securities in "units") in which the gross sale proceeds are at least \$10,000,000. If less than \$25,000,000 is raised through the sale of common stock or units, the conversion price per share or units shall be the lowest price at which shares or units are sold. If at least \$25,000,000 is raised, the conversion price per share shall be 85% of the "Market Price" of AgeX common stock determined as provided in the \$ 10 Million Secured Note. AgeX evaluated the 15% discounted conversion feature of the \$10 Million Secured Note under ASC 815-15, *Derivatives and Hedging—Embedded Derivatives*, and concluded that it was an embedded derivative which should be bifurcated from the \$10 Million Secured Note and accounted for separately. The 15% discount was determined to have an immaterial value at inception and life to date of the \$10 Million Secured Note, as the probability of a future financing event described above is remote. The likelihood of the future qualifying event will be evaluated at the end of each reporting period and any adjustments will be included in *Interest (income) expense, net* in the *Other (income) expense, net* section of the condensed consolidated statements of operations.

The \$10 Million Secured Note includes certain covenants that among other matters require financial reporting and impose certain restrictions on AgeX that are substantially the same as those under the Secured Note.

AgeX has entered into an Amended and Restated Security Agreement that amends the February 14, 2022 Security Agreement between AgeX and Juvenescence and adds the \$10 Million Secured Note to the obligations secured by the Security Agreement. The Security Agreement grants Juvenescence a security interest in substantially all of the assets of AgeX, including a security interest in shares of AgeX subsidiaries that hold certain assets, as collateral for AgeX's loan obligations. If an Event of Default as defined in the \$10 Million Secured Note occurs, Juvenescence will have the right to foreclose on the assets pledged as collateral with respect to any accrued loan origination fees remaining unpaid under the \$10 Million Secured Note.

Registration Rights

AgeX entered into certain Registration Rights Agreements, as amended, pursuant to which AgeX has agreed to register for sale under the Securities Act of 1933, as amended (the "Securities Act") all shares of AgeX common stock presently held by Juvenescence or that may be acquired by Juvenescence through the exercise of common stock purchase warrants that they hold or that they may acquire pursuant to the 2020 Loan Agreement and pursuant to the Secured Note, and shares that they may acquire through the conversion of those loans into AgeX common stock. AgeX has filed a registration statement on Form S-3, which has become effective under the Securities Act, for offerings on a delayed or continuous basis covering 16,447,500 shares of AgeX common stock held by Juvenescence and 3,248,246 shares of AgeX common stock that may be issued upon the exercise of warrants held by Juvenescence. Juvenescence retains the right to require AgeX to register additional shares of common stock that Juvenescence may acquire through the exercise of warrants or the conversion of loans. AgeX is obligated to pay the fees and expenses of each registered offering under such registration rights agreement except for underwriting discounts and commissions. AgeX and Juvenescence will indemnify each other from certain liabilities in connection with the registration, offer, and sale of securities under a registration statement, including liabilities arising under the Securities Act.

AgeX and Juvenescence have entered into a second Registration Rights Agreement pursuant to which AgeX has agreed to use commercially reasonable efforts to register for sale under the Securities Act the shares of common stock issuable upon conversion of Preferred Stock. A registration statement must be filed upon request of Juvenescence if Form S-3 is available to AgeX. Juvenescence will also have "piggy-back" registration rights if AgeX files a registration statement for the sale of shares for itself or other stockholders, subject to certain customary exceptions based on the nature of the registration statement. AgeX will bear the expenses of the registration statement but not underwriting or broker's commissions related to the sale of the common stock. AgeX and Juvenescence will indemnify each other from certain liabilities in connection with the registration, offer, and sale of securities under a registration statement, including liabilities arising under the Securities Act.

Debt Issuance Costs

In accordance with ASU 2015-03, *Simplifying the Presentation of Debt Issuance Costs*, all debt issuance costs are recorded as a discount on the debt and amortized to interest expense over the term of the applicable loan agreement using the effective interest method. Direct debt issuance costs include but are not limited to legal fees, debt origination fees, estimated fair market value of common stock and warrants issued in connection with the loan agreement, and NYSE American additional listing fees for the underlying shares of warrants issued with each drawdown of funds.

The following table summarizes the debt issuance costs and the debt balances net of debt issuance costs by loan agreement as of September 30, 2023 (in thousands):

	Drawdown of Funds	Origination Fee	Debt Exchanged for Preferred Stock	Total Debt	Debt Issuance Costs	Amortization of Debt Issuance Costs	Total Debt, Net
Current							
2020 Loan Agreement	\$ 8,000	\$ -	\$ (8,000)	\$ -	\$ (2,806)	\$ 2,806	\$ -
Secured Note	<u>18,160</u>	<u>1,406</u>	<u>(17,993)</u>	<u>1,573</u>	<u>(6,044)</u>	<u>5,997</u>	<u>1,526</u>
Total current, net	<u>26,160</u>	<u>1,406</u>	<u>(25,993)</u>	<u>1,573</u>	<u>(8,850)</u>	<u>8,803</u>	<u>1,526</u>
Non-current							
\$10 Million Secured Note	<u>10,000</u>	<u>700</u>	<u>(10,007)</u>	<u>693</u>	<u>(666)</u>	<u>666</u>	<u>693</u>
Total debt, net	<u><u>\$ 36,160</u></u>	<u><u>\$ 2,106</u></u>	<u><u>\$ (36,000)</u></u>	<u><u>\$ 2,266</u></u>	<u><u>\$ (9,516)</u></u>	<u><u>\$ 9,469</u></u>	<u><u>\$ 2,219</u></u>

Related Party Receivables/Payables, net

Since October 2018, AgeX's Chief Operating Officer ("COO"), who is also an employee of Juvenescence, is devoting a majority of his time to AgeX's operations. AgeX reimburses Juvenescence for his services on an agreed-upon fixed annual amount of approximately \$280,000. AgeX reimburses Juvenescence for services provided by other Juvenescence employees on a work order basis under a shared services agreement effective January 1, 2023. As of September 30, 2023, AgeX had approximately \$4,000 receivable from Juvenescence included in related party receivables, net, on the condensed consolidated balance sheet. As of December 31, 2022, AgeX had approximately \$141,000 payable to Juvenescence included in related party payables, net, on the condensed consolidated balance sheet.

Indemnification Agreements

On March 13, 2023, AgeX executed that certain Letter of Indemnification in Lieu of or Supplemental to a Medallion Signature Guarantee ("Letter of Indemnification"), pursuant to which AgeX agreed to indemnify American Stock Transfer & Trust Company, LLC and its affiliates, successors and assigns (the "AST Indemnity") from and against any and all claims, damages, liabilities or losses arising out of the transfer of all of the AgeX common stock held by Juvenescence to its wholly-owned subsidiary, Juvenescence US Corp. (the "Share Transfer"). In connection with AgeX's execution of the Letter of Indemnification, AgeX and Juvenescence entered into that certain Transfer of Shares of AgeX Therapeutics, Inc. Common Stock – Indemnification Agreement, pursuant to which Juvenescence agreed to indemnify AgeX against any and all claims, damages, liabilities or losses arising out of the Share Transfer or AST Indemnity.

6. Warrant Liability

AgeX determines the accounting classification of warrants it issues, as either liability or equity, by first assessing whether the warrants meet liability classification in accordance with ASC 480-10, *Accounting for Certain Financial Instruments with Characteristics of both Liabilities and Equity*, then in accordance with ASC 815-40, *Accounting for Derivative Financial Instruments Indexed to, and Potentially Settled in, a Company's Own Stock*. Under ASC 480, *Distinguishing Liabilities from Equity*, warrants are considered liability classified if the warrants are mandatorily redeemable, obligate AgeX to settle the warrants or the underlying shares by paying cash or other assets, or warrants that must or may require settlement by issuing a variable number of shares. If warrants do not meet liability classification under ASC 480-10, AgeX assesses the requirements under ASC 815-40, which states that

contracts that require or may require the issuer to settle the contract for cash are liabilities recorded at fair value, irrespective of the likelihood of the transaction occurring that triggers the net cash settlement feature. If the warrants do not require liability classification under ASC 815-40, and in order to conclude equity classification, AgeX also assesses whether the warrants are indexed to its common stock and whether the warrants are classified as equity under ASC 815-40 or other applicable U.S. GAAP.

As a condition of each amount drawn up to \$15,160,000 from the Secured Note, on receipt of each amount drawn AgeX granted to Juvenescence a number of warrants equal to 50% of the gross value of the relevant advance made. The gross value is the quotient of the drawdown amount and the exercise price. The exercise price was based on the market closing price of AgeX's common stock on the NYSE American on the one day preceding the delivery of the relevant drawdown notice. See Note 5, *Related Party Transactions*.

AgeX has utilized the full credit available under the Secured Note that is subject to warrants and accordingly the warrants were issued for each of the advances of loan funds under the Secured Note. After all relevant assessments, AgeX determined that the warrants issued under the Secured Note require classification as a liability pursuant to ASC 480, *Distinguishing Liabilities from Equity*. In accordance with the accounting guidance, for each reporting period prior to the full drawdown of the entire \$15,160,000 of the Secured Note line of credit subject to warrants, the amount of warrant liability was determined and recognized on the balance sheet for the applicable reporting period based on the number of warrants that would have been issued if \$15,160,000 of the Secured Note line of credit was drawn. The amount of warrant liability attributed to the expected future issuance of warrants upon subsequent loan draws was subsequently adjusted for the fair value of warrants actually issued upon each loan draw, and the number of warrants that could be issued for the remaining credit available was re-measured for the applicable reporting period with changes being recorded as a component of net other expense in the condensed consolidated statements of operations.

Under the Third Amendment, AgeX is not obligated to issue additional warrants to Juvenescence in connection with the receipt of loan funds up to \$ 4 million made available pursuant to the Second Amendment. See Note 5, *Related Party Transactions*, for further details of the Second Amendment and the Third Amendment.

The fair value of the warrant liabilities was measured using a Black-Scholes option pricing model. Significant inputs into the model at the inception date, the date when warrants were issued upon receipt of amounts drawn during the period, and as of the reporting period end remeasurement dates are as follows:

Black-Scholes Assumptions	Exercise Price (1)	Warrant Expiration Date (2)	Stock Price (3)	Interest Rate (annual) (4)	Volatility (annual) (5)	Time to Maturity (Years)	Calculated Fair Value per Share
Inception Date: 2/14/2022	\$ 0.780	2/13/2025	\$ 0.691	1.80%	122.99%	3	\$ 0.486
Issuance Date: 2/14/2022	\$ 0.780	2/13/2025	\$ 0.691	1.80%	122.99%	3	\$ 0.486
Issuance Date: 2/15/2022	\$ 0.780	2/14/2025	\$ 0.747	1.80%	123.28%	3	\$ 0.535
Period Ended 3/31/2022	\$ 0.940	3/30/2025	\$ 0.854	2.45%	123.28%	3	\$ 0.607
Issuance Date: 4/4/2022	\$ 0.880	4/3/2025	\$ 0.819	2.61%	123.31%	3	\$ 0.585
Issuance Date: 6/6/2022	\$ 0.711	6/5/2025	\$ 0.800	2.94%	122.62%	3	\$ 0.592
Period Ended 6/30/2022	\$ 0.600	6/29/2025	\$ 0.576	2.99%	122.21%	3	\$ 0.413
Issuance Date: 8/16/2022	\$ 0.670	8/15/2025	\$ 0.640	3.19%	121.37%	3	\$ 0.457
Period Ended 9/30/2022	\$ 0.610	9/29/2025	\$ 0.562	4.25%	121.49%	3	\$ 0.401
Issuance Date: 10/21/2022	\$ 0.690	10/20/2025	\$ 0.620	4.52%	120.51%	3	\$ 0.439
Issuance Date: 12/14/2022	\$ 0.590	12/13/2025	\$ 0.540	3.94%	120.01%	3	\$ 0.381
Period Ended 12/31/2022	\$ 0.550	12/30/2025	\$ 0.552	4.22%	119.31%	3	\$ 0.396
Issuance Date: 1/25/2023	\$ 0.735	1/24/2026	\$ 0.751	3.84%	119.17%	3	\$ 0.540
Inception Date: 2/9/2023	\$ 0.703	2/8/2026	\$ 0.660	4.15%	118.94%	3	\$ 0.466
Issuance Date: 2/15/2023	\$ 0.624	2/14/2026	\$ 0.600	4.35%	118.93%	3	\$ 0.426
Period Ended 3/31/2023	\$ 0.661	3/30/2026	\$ 0.663	3.81%	113.43%	3	\$ 0.459
Issuance Date: 4/4/2023	\$ 0.661	4/3/2026	\$ 0.673	3.60%	113.01%	3	\$ 0.466

(1) Based on the market closing price of AgeX's common stock on the NYSE American on the day prior to each debt Inception Date, on each presented period ending date, and one day prior to the delivery of the relevant drawdown notice in accordance with terms of the Secured Note (with such drawdown notice delivery date being shown as the Issuance Date in the table). For this purpose, the date on which the Secured Note was amended and restated to increase the line of credit by \$2,000,000 was treated as a new Inception Date for that portion of the line of credit.

(2) Warrants are exercisable over a three-year period from each Issuance Date.

(3) Based on the market price of AgeX's common stock on the NYSE American as of each date presented.

(4) Interest rate for U.S. Treasury Bonds, as of each date presented, as published by the U.S. Federal Reserve.

(5) Based on the historical daily volatility of AgeX common stock as of each date presented.

The warrants outstanding and fair values at each of the respective valuation dates are summarized below:

Warrant Liability	Credit Line and Draw Amounts (in thousands)	Warrants	Fair Value per Share	Fair Value (in thousands)
Fair value as of January 1, 2022	\$ -	-	\$ -	\$ -
Fair value at initial measurement date of 2/14/2022	13,160 ⁽¹⁾	8,435,897 ⁽²⁾	0.4864	4,103
Fair value of warrants issued on 2/14/2022	(7,160) ⁽³⁾	(4,589,743) ⁽⁴⁾	0.4864	(2,232)
Fair value of warrants issued on 2/15/2022	(1,000) ⁽³⁾	(641,025) ⁽⁴⁾	0.5349	(343)
Fair value of warrants issued on 4/4/2022	(1,000) ⁽³⁾	(568,440) ⁽⁴⁾	0.5854	(333)
Fair value of warrants issued on 6/6/2022	(1,000) ⁽³⁾	(703,234) ⁽⁴⁾	0.5924	(417)
Fair value of warrants issued on 8/16/2022	(1,000) ⁽³⁾	(746,380) ⁽⁴⁾	0.4569	(341)
Fair value of warrants issued on 10/21/2022	(500) ⁽³⁾	(362,318) ⁽⁴⁾	0.4386	(159)
Fair value of warrants issued on 12/14/2022	(1,000) ⁽³⁾	(847,457) ⁽⁴⁾	0.3810	(323)

Change in fair value of warrants						225
Fair value as of December 31, 2022	\$ 500⁽¹⁾	454,545⁽²⁾	\$ 0.3960	\$ 180		
Fair value of warrants issued on 1/25/2023	(500) ⁽³⁾	(340,136) ⁽⁴⁾	0.5395	(184)		
Fair value at initial measurement date of 2/9/2023	2,000 ⁽¹⁾	1,422,879 ⁽²⁾	0.4657	663		
Fair value of warrants issued on 2/15/2023	(1,000) ⁽³⁾	(801,924) ⁽⁴⁾	0.4263	(342)		
Fair value of warrants issued on 4/4/2023	(1,000) ⁽³⁾	(756,429) ⁽⁴⁾	0.4660	(352)		
Change in fair value of warrants				35		
Fair value as of September 30, 2023	\$ (1)	(2)	\$ -	\$ -		

(1) Amount of credit available under the Secured Note on date of inception and as of each period end date. For this purpose, the date on which the Secured Note was amended and restated to increase the line of credit by \$2,000,000 was treated as a new Inception Date for that portion of the line of credit.

(2) Number of warrants issuable, as applicable, (a) if the amount of credit available was drawn for measurement as of the applicable inception date, or (b) subsequently for remeasurement as of each period end date.

(3) Amount of drawdown as of the date presented.

(4) Number of warrants issued upon receipt of amounts drawn against the Secured Note as of the date presented.

During the nine months ended September 30, 2023, AgeX recorded a loss on change in fair value of warrants of \$ 35,000. During the three and nine months ended September 30, 2022, AgeX recorded a loss on change in fair value of warrants of \$35,000 and \$220,000, respectively.

The warrant liabilities are considered Level 3 liabilities on the fair value hierarchy as the determination of fair value includes various assumptions about future activities and AgeX's stock prices and historical volatility as inputs. None of the warrants issued have been exercised.

7. Stockholders' Equity (Deficit)

Preferred Stock

On July 24, 2023, AgeX issued to Juvenescence 211,600 shares of a newly authorized Series A Preferred Stock and 148,400 shares of a newly authorized Series B Preferred Stock in exchange for the cancellation of a total of \$36 million of indebtedness consisting of the outstanding principal amount of loans then outstanding under the 2020 Loan Agreement, the Secured Note, and the \$10 Million Secured Note, plus the loan origination fees accrued with respect to the 2022 Secured Note and a portion of the loan origination fees accrued pursuant to the \$10 Million Secured Note. The cancellation of indebtedness in exchange for the Preferred Stock was conducted pursuant to the Exchange Agreement between AgeX and Juvenescence. By completing the exchange of indebtedness for shares of Series A Preferred Stock and Series B Preferred Stock (collectively referred to as the "Preferred Stock").

Classification of Preferred Stock

The deemed liquidation preference provisions of the preferred stock are considered contingent redemption provisions that are not solely within AgeX's control. Accordingly, the preferred stock has been presented outside of permanent equity in the mezzanine section of the condensed consolidated balance sheet. Because the occurrence of a deemed liquidation event is not currently probable, the carrying values of the preferred stock are not being accreted to their redemption values. Subsequent adjustments to the carrying values to the preferred stock would be made only when a deemed liquidation event becomes probable.

On November 7, 2023, certain terms of the Series A Preferred Stock and Series B Preferred Stock was amended (i) to clarify that certain change of control or disposition of asset transactions would be treated as deemed liquidation if the applicable transaction is approved by the Board of Directors or stockholders of AgeX, and (ii) to provide that in case of such a deemed liquidation transaction holders of Preferred Stock would receive the same type of consideration as that distributed or paid to holders of AgeX common stock. This amendment permits the classification of the Series A Preferred Stock and Series B Preferred Stock as permanent equity effective November 7, 2023. See Note 12, *Subsequent Events*, for illustration of the Preferred Stock presented in permanent equity in the condensed consolidated pro forma balance sheet.

Dividends – The Preferred Stock is not entitled to receive any payment or distribution of cash or other dividends.

Liquidation Preference – In the event of any voluntary or involuntary liquidation, dissolution or other winding up of the affairs of AgeX, subject to the preferences and other rights of any senior stock, before any assets of AgeX shall be distributed to holders of common stock or other junior stock, all of the assets of AgeX available for distribution to stockholders shall be distributed among the holders of Series A Preferred Stock and Series B Preferred Stock and any other "parity stock" that may be issued ranking *pari passu* with those series of Preferred Stock with respect to liquidation rights, in proportion to the number of shares of Series B Preferred Stock and parity stock held by each such holder as of the record date for the determination of holders of Series A Preferred Stock, Series B Preferred Stock, and parity stock entitled to receive such distribution, until AgeX shall have distributed to the holders of those shares an amount of assets having a value equal to the subscription price per share. If the assets of AgeX shall be insufficient to pay in full such amounts, then the entire assets to be distributed to the holders of Series A Preferred Stock, Series B Preferred Stock and parity stock shall be ratably distributed among such holders. The (i) acquisition of AgeX by another entity by means of any transaction or series of transactions (including, without limitation, any reorganization, merger or consolidation) in which the stockholders of AgeX immediately before such transaction or series of transactions do not own a majority of the outstanding stock of the surviving or acquiring corporation upon completion of such transaction or series of transactions or (ii) a sale of all or substantially all of the assets of AgeX in a single transaction or series of related transactions, shall be deemed a liquidation. On November 7, 2023, certain terms of the liquidation preference were amended. See Note 12 *Subsequent Transactions*.

Conversion of Preferred Stock into Common Stock – Each share of Preferred Stock shall be convertible into a number of shares of AgeX common stock determined by dividing (x) a number equal to the number of dollars and cents comprising the subscription price, by (y) a number equal to the number of dollars and cents comprising the conversion price. The subscription price per share of Preferred Stock is \$100 which was paid through the exchange of indebtedness for shares of Preferred Stock. The conversion price per share of Series A Preferred Stock or Series B Preferred Stock is \$0.72 which was the closing price of AgeX common stock on the NYSE American on the last trading day immediately preceding the execution of the Exchange Agreement.

Optional Conversion – Preferred Stock shall be convertible into common stock at the election of the holder of shares of Preferred Stock at any time and from time to time subject to the limitations on conversion of Series B Preferred Stock discussed below.

Automatic Conversion – The outstanding shares of Series A Preferred Stock shall automatically be converted into common stock without any further act of AgeX or its stockholders ("Automatic Conversion") upon the earliest of: (x) the date on which AgeX or a subsidiary shall have consummated a merger

with Serina, or a subsidiary thereof; and (y) February 1, 2024. Further, if the holders of at least a majority of the outstanding shares of Series A Preferred Stock approve or consent to the Automatic Conversion of the shares of that series, then the outstanding shares of Series A Preferred Stock shall be converted into common stock upon such approval or consent.

The outstanding shares of Series B Preferred Stock shall automatically be converted into common stock without any further act of AgeX or its stockholders upon the earliest of: (x) the date on which AgeX or a subsidiary shall have consummated a merger with Serina or a subsidiary thereof; and (y) February 1, 2024, provided that such conversion is not limited by the 19.9% Cap or the 50% Cap as described below; and if Automatic Conversion would then be limited by the 19.9% Cap or the 50% Cap, the Automatic Conversion shall take place on the tenth day after such stockholder approvals have been obtained as may be required to permit such Automatic Conversion without the limitations of the 19.9% Cap and the 50% Cap. Further, if the holders of at least a majority of the outstanding shares of Series B Preferred Stock approve or consent to the Automatic Conversion of the shares of that series, and the conversion is not then limited by the 19.9% Cap or the 50% Cap, then the outstanding shares of Series B Preferred Stock shall be converted into common stock upon such approval or consent.

Certain Limitations on Conversion of Series B Preferred Stock – If under the rules of the NYSE American or any other national securities exchange on which AgeX common stock may be listed, approval by AgeX stockholders would be required in connection with the issuance of common stock in excess of the “19.9% Cap” upon any conversion of Series B Preferred Stock, then unless and until such stockholder approval has been obtained, the maximum number of shares of common stock that may be issued upon conversion of all shares of Series B Preferred Stock shall be an amount equal to the 19.9% Cap. The 19.9% Cap means 7,550,302 shares of common stock, which is 19.9% of the shares of common stock outstanding on February 14, 2022 when the Secured Note, a portion of which has not been approved by AgeX stockholders for conversion into common stock without regard to the 19.9% Cap and 50% Cap, was issued.

If under the rules of the NYSE American or any other national securities exchange on which AgeX common stock may be listed, approval by AgeX stockholders would be required in connection with the issuance of common stock in excess of the 50% Cap upon any conversion of Series B Preferred Stock, then unless and until such stockholder approval has been obtained, the maximum number of shares of common stock that may be issued to a holder of Series B Preferred Stock upon conversion of such shares shall be an amount that, when added to other shares of common stock owned by such holder immediately prior to such conversion would equal one share less than the 50% Cap.

Adjustment of conversion price and subscription price – If AgeX shall (a) declare a dividend or make a distribution on its common stock in shares of common stock, (b) subdivide or reclassify the outstanding common stock into a greater number of shares, or (c) combine or reclassify the outstanding common stock into a smaller number of shares, the conversion price in effect at the time of the record date for such dividend or distribution or the effective date of such subdivision, combination or reclassification shall be proportionately adjusted. If AgeX shall (i) declare a dividend or make a distribution on a series of Preferred Stock in shares of Preferred Stock, (ii) subdivide or reclassify the outstanding shares of a series of Preferred Stock into a greater number of shares, or (iii) combine or reclassify the outstanding shares of a series of Preferred Stock into a smaller number of shares, the subscription price in effect at the time of the record date for such dividend or distribution or the effective date of such subdivision, combination or reclassification shall be proportionately adjusted. Successive adjustments in the conversion price or subscription price, as applicable, shall be made whenever any event specified above shall occur.

No Fractional Shares – No fractional share of common stock or scrip shall be issued upon conversion of Preferred Stock. Instead of any fractional share of common stock which would otherwise be issuable upon conversion of any Preferred Stock, AgeX will pay a cash adjustment in respect of such fractional interest in an amount equal to that fractional interest at the then fair value determined in accordance with the terms of the Preferred Stock.

Voting Rights – The following matters shall require the approval of the holders of a majority of the shares of a series of Preferred Stock then outstanding, voting as a separate class: (i) creation of any Preferred Stock ranking as senior stock to the series with respect to liquidation preferences; (ii) repurchase of any shares of common stock or other junior stock except shares issued pursuant to or in connection with a compensation or incentive plan or agreement approved by the Board of Directors for any officers, directors, employees or consultants of AgeX; (iii) any sale, conveyance, or other disposition of all or substantially all AgeX’s property or business, or any liquidation or dissolution of AgeX, or a merger into or consolidation with any other corporation (other than a wholly-owned subsidiary corporation) but only to the extent that the Delaware General Corporation Law requires that such transaction be approved by each class or series of Preferred Stock; (iv) any adverse change in the powers, preferences and rights of, and the qualifications, limitations or restrictions on, the series of Preferred Stock; or (v) any amendment of AgeX’s Certificate of Incorporation or Bylaws that results in any adverse change in the powers, preferences and rights of, and the qualifications, limitations or restrictions on, the series of Preferred Stock. However, the terms of the Preferred Stock do not restrict or limit the rights and powers of the Board of Directors to fix by resolution the rights, preferences, and privileges of, and restrictions and limitations on, stock ranking as parity stock or junior stock to a series of Preferred Stock. Except as may otherwise be required by the Delaware General Corporation Law, as the same may be amended from time to time, the Preferred Stock will have no other voting rights.

Governing Law – The powers, designations, preferences, rights, qualifications, limitations, and restrictions of either series of Preferred Stock, the validity, authorization and issuance of such Preferred Stock, and the conversion of such Preferred Stock into common stock shall be governed by and construed and enforced in accordance with the internal laws of the State of Delaware, without regard to the principles of conflict of laws thereof, and all legal proceedings pursuant or with respect to or concerning such matters (a “Proceeding”), whether brought by or against a holder of Preferred Stock or AgeX or any of their respective directors, officers, stockholders, employees or agents, shall be commenced in the state and federal courts sitting in the State of Delaware (the “Delaware Courts”). The Preferred Stock provides that (a) AgeX and each holder of Preferred Stock irrevocably submits to the exclusive jurisdiction of the Delaware Courts for the adjudication of any Proceeding, and irrevocably waives, and agrees not to assert in any Proceeding any claim that they are not personally subject to the jurisdiction of such Delaware Courts, or such Delaware Courts are an improper or inconvenient venue for such Proceeding, and (b) AgeX and each holder of Preferred Stock irrevocably waives personal service of process and consents to process being served in any such Proceeding by mailing a copy thereof via registered or certified mail or overnight delivery (with evidence of delivery) to such party at the address in effect for notices to such party and agrees that such service shall constitute good and sufficient service of process and notice.

Common Stock

AgeX has 200,000,000 shares of \$0.0001 par value common stock authorized. At September 30, 2023 and December 31, 2022, there were 37,951,261 and 37,949,196 shares of AgeX common stock issued and outstanding, respectively.

Issuance and Sale of Warrants by AgeX

In connection with the \$2,500,000 of drawdowns of loan funds from Juvenescence under the Secured Note during the nine months ended September 30, 2023, AgeX issued to Juvenescence 2022 Warrants to purchase 1,898,489 shares of AgeX common stock. See Note 6, *Warrant Liability*.

On January 8, 2021, AgeX entered into a sales agreement with Chardan Capital Markets, LLC ("Chardan") relating to the sale of shares of AgeX common stock, par value \$0.0001 per share, through an at-the-market ("ATM") offering as described in the prospectus supplement filed with the Form S-3 which was declared effective by the SEC on January 29, 2021. In accordance with the terms of the sales agreement, AgeX may offer and sell shares of AgeX common stock having an aggregate offering price of up to \$12.6 million from time to time through Chardan, acting as the sales agent. The actual market value of shares of common stock that AgeX may sell through the ATM offering during any 12 month period will be limited to one-third of the aggregate market value of AgeX common stock held by stockholders that would not be considered "affiliates" of AgeX, determined in accordance with applicable SEC rules. During the nine months ended September 30, 2023 and 2022, no proceeds were raised through the sale of shares of common stock under the ATM.

8. Stock-Based Awards

Equity Incentive Plan Awards

AgeX has an Equity Incentive Plan (the "Plan") under which a maximum of 8,500,000 shares of common stock are available for the grant of stock options, the sale of restricted stock, the settlement of restricted stock units, and the grant of stock appreciation rights. The Plan also permits AgeX to issue such other securities as its Board of Directors or the Compensation Committee administering the Plan may determine.

A summary of AgeX stock option activity under the Plan and related information follows (in thousands, except weighted average exercise price):

	Shares Available for Grant	Number of Options Outstanding	Number of RSUs Outstanding	Weighted-Average Exercise Price
Balance at December 31, 2022	5,139	3,261	3	\$ 2.25
Options granted	(26)	26	-	0.76
Restricted stock units vested	-	-	(3)	-
Balance at September 30, 2023	<u>5,113</u>	<u>3,287</u>	-	\$ 2.24
Options exercisable at September 30, 2023		<u>3,067</u>		\$ 2.32

There have been no exercises of stock options to date.

Stock-based Compensation Expense

AgeX recognizes compensation expense related to employee option grants and restricted stock grants, if any, in accordance with ASC 718, *Compensation – Stock Compensation* ("ASC 718"). AgeX estimates the fair value of employee stock-based payment awards on the grant-date and recognizes the resulting fair value, net of estimated forfeitures for grants prior to 2017, over the requisite service period. Upon adoption of ASU 2016-09 on January 1, 2017 as further discussed below, forfeitures are accounted for as they occur instead of based on the number of awards that were expected to vest prior to adoption of ASU 2016-09.

AgeX uses the Black-Scholes option pricing model for estimating the fair value of options granted under AgeX's 2017 Equity Incentive Plan (the "Incentive Plan"). The fair value of each restricted stock grant, if any, is determined based on the value of the common stock granted or sold. AgeX has elected to treat stock-based payment awards with time-based service conditions as a single award and recognizes stock-based compensation on a straight-line basis over the requisite service period.

Compensation expense for non-employee stock-based awards is recognized in accordance with ASC 718. Stock option awards issued to non-employees, principally consultants or outside contractors, as applicable, are accounted for at fair value using the Black-Scholes option pricing model. Management believes that the fair value of the stock options and restricted stock units can more reliably be measured than the fair value of services received. AgeX records compensation expense based on the then-current fair values of the stock options and restricted stock units at the grant date. Compensation expense for non-employee grants is recorded on a straight-line basis in the consolidated statements of operations.

Operating expenses include stock-based compensation expense as follows (in thousands):

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2023	2022	2023	2022
Research and development	\$ 1	\$ 8	\$ 8	\$ 25
General and administrative	39	201	137	621
Total stock-based compensation expense	<u>\$ 40</u>	<u>\$ 209</u>	<u>\$ 145</u>	<u>\$ 646</u>

The fair value of each option award is estimated on the date of grant using a Black-Scholes option pricing model applying the weighted-average assumptions including expected life, risk-free interest rates, volatility, and dividend yield. The assumptions that were used to calculate the grant date fair value of employee and non-employee stock option grants for the three and nine months ended September 30, 2022 were as follows:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2023	2022 ⁽¹⁾	2023	2022
Grant price	\$ 0.76	\$ -	\$ 0.76	\$ 0.79
Market price	\$ 0.76	\$ -	\$ 0.76	\$ 0.79
Expected life (in years)	5.15	-	5.15	5.58
Volatility	118.12%	-%	118.12%	130.71%
Risk-free interest rates	4.12%	-%	4.12%	1.74%
Dividend yield	-%	-%	-%	-%

(1) There were no stock options granted under the Plan during the three months ended September 30, 2022.

The determination of stock-based compensation is inherently uncertain and subjective and involves the application of valuation models and assumptions requiring the use of judgment. If AgeX had made different assumptions, its stock-based compensation expense and net loss for the nine months ended September 30, 2023 and 2022 may have been significantly different.

AgeX does not recognize deferred income taxes for incentive stock option compensation expense and records a tax deduction only when a disqualified disposition has occurred.

9. Income Taxes

The provision for income taxes for interim periods is determined using an estimated annual effective tax rate in accordance with ASC 740-270, *Income Taxes, Interim Reporting*. The effective tax rate may be subject to fluctuations during the year as new information is obtained, which may affect the assumptions used to estimate the annual effective tax rate, including factors such as valuation allowances against deferred tax assets, the recognition or de-recognition of tax benefits related to uncertain tax positions, if any, and changes in or the interpretation of tax laws in jurisdictions where AgeX conducts business.

For the three and nine months ended September 30, 2023 and 2022, AgeX experienced a loss; therefore, no income tax provision was recorded for the three and nine months ended September 30, 2023 and 2022.

Due to losses incurred for all periods presented, AgeX did not record a provision or benefit for income taxes. A valuation allowance is provided when it is more likely than not that some portion of the deferred tax assets will not be realized. AgeX established a full valuation allowance for all of its deferred tax assets for all periods presented due to the uncertainty of realizing future tax benefits from its net operating loss carryforwards and other deferred tax assets.

10. Supplemental Cash Flow Information

Non-cash investing and financing transactions presented separately from the condensed consolidated statements of cash flows for the nine months ended September 30, 2023 and 2022 are as follows (in thousands):

	Nine Months Ended September 30,	
	2023	2022
Cash paid during the period for interest	\$ 27	\$ 14
Issuance of preferred stock in exchange for debt	\$ 36,000	\$ -
Issuance of common stock upon vesting of restricted stock units (Note 8)	\$ 2	\$ 6
Issuance of warrants for debt issuance under the 2020 Loan Agreement	\$ -	\$ 178
Fair value of liability classified warrants at debt inception date (Note 6)	\$ 663	\$ 3,666
Debt refinanced with new debt (Note 5)	\$ -	\$ 7,160

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11. Commitments and Contingencies

Office Lease Agreement

AgeX leases office space in Alameda, California. For 2022 base monthly rent was \$ 1,074 and for 2023 base monthly rent is \$844 for slightly less space at the same building. The lease also includes office furniture rental, janitorial services, utilities, and internet service.

ASC 842

For the office lease, AgeX has elected to not apply the recognition requirements under ASC 842 as lease cost on a straight-line basis over the lease term because the amount of the lease payments is not deemed material.

There were no future minimum lease commitments as of September 30, 2023.

Litigation – General

AgeX is subject to various claims and contingencies in the ordinary course of its business, including those related to litigation, business transactions, employee-related matters, and others. When AgeX is aware of a claim or potential claim, it assesses the likelihood of any loss or exposure. If it is probable that a loss will result and the amount of the loss can be reasonably estimated, AgeX will record a liability for the loss. If the loss is not probable or the amount of the loss cannot be reasonably estimated, AgeX discloses the claim if the likelihood of a potential loss is reasonably possible and the amount involved could be material. AgeX is not aware of any claims likely to have a material adverse effect on its financial condition or results of operations.

Tax Filings

AgeX tax filings are subject to audit by taxing authorities in jurisdictions where it conducts business. These audits may result in assessments of additional taxes that are subsequently resolved with the authorities or potentially through the courts. Management believes AgeX has adequately provided for any ultimate amounts that are likely to result from these audits; however, final assessments, if any, could be significantly different than the amounts recorded in the unaudited condensed consolidated interim financial statements.

Employment Contracts

AgeX has entered into employment contracts with certain executive officers. Under the provisions of the contracts, AgeX may be required to incur severance obligations for matters relating to changes in control, as defined, and involuntary terminations.

Indemnification

In the normal course of business, AgeX may provide indemnifications of varying scope under AgeX's agreements with other companies or consultants, typically for AgeX's research and development programs. Pursuant to these agreements, AgeX will generally agree to indemnify, hold harmless, and reimburse the indemnified parties for losses and expenses suffered or incurred by the indemnified parties arising from claims of third parties in connection with AgeX's research and development. Indemnification provisions could also cover third-party infringement claims with respect to patent rights, copyrights, or other intellectual property licensed from AgeX to third parties. Office and laboratory leases will also generally indemnify the lessor with respect to certain matters that may arise during the term of the lease. The sales agreement between AgeX and Chardan also includes indemnification provisions pursuant to which the parties have agreed to indemnify each other from certain liabilities that could arise from the offer and sale of AgeX common stock through the ATM facility, including liabilities under the Securities Act. Similarly, the Registration Rights Agreement between Juvenescence and AgeX includes indemnification provisions pursuant to which the parties will indemnify each other from certain liabilities in connection with the registration, offer, and sale of securities under a registration statement, including liabilities arising under the Securities Act. AgeX has also agreed to provide the AST Indemnity pursuant to the Letter of Indemnification described in Note 5, *Related Party Transactions*. The term of these indemnification obligations will generally continue in effect after the termination or expiration of the particular license, lease, or agreement to which they relate. The potential future payments AgeX could be required to make under these indemnification agreements will generally not be subject to any specified maximum amount. Historically, AgeX has not been subject to any claims or demands for indemnification. AgeX also maintains various liability insurance policies that limit AgeX's financial exposure and in the case of the AST Indemnity AgeX has received a cross-indemnity from Juvenescence against all

claims, damages, liabilities or losses arising out of the AST Indemnity. As a result, AgeX believes the fair value of these indemnification agreements is minimal. Accordingly, AgeX has not recorded any liabilities for these agreements to date.

Notice of Delisting

On April 20, 2023, AgeX received a letter (the "2023 Deficiency Letter") from the staff of the Exchange indicating that AgeX does not meet certain of the Exchange's continued listing standards as set forth in Sections 1003(a)(i), (ii), and (iii) of the Exchange Company Guide in that AgeX has stockholders equity of less than (A) \$2,000,000 and has incurred losses from continuing operations and/or net losses during its two most recent fiscal years, (B) \$4,000,000 and has incurred losses from continuing operations and/or net losses during three out of four of its most recent fiscal years, and (C) \$6,000,000 or more and has reported losses from continuing operations and/or net losses in its five most recent fiscal years. The 2023 Deficiency Letter states that as AgeX remains subject to the conditions set forth in prior letters from the Exchange with respect to AgeX's deficiencies in stockholders equity, and if AgeX is not in compliance with all of the Exchange's stockholders equity standards, or does not make progress consistent with AgeX's Exchange approved plan to come into compliance with the Exchange's continued listing standards, by May 17, 2023, the Exchange will initiate delisting proceedings as appropriate.

On May 17, 2023 AgeX received a notice from the staff of the Exchange indicating that they intend to commence proceedings to delist AgeX common stock from the Exchange based upon AgeX's non-compliance with the stockholders' equity requirements set forth in Sections 1003(a)(i), (ii) and (iii) of the Exchange's Company Guide by the end of a compliance plan period that expired on May 17, 2023. Specifically, AgeX did not meet the continued listing standards because it had stockholders equity of less than (A) \$2,000,000 and has incurred losses from continuing operations and/or net losses during its two most recent fiscal years, (B) \$4,000,000 and has incurred losses from continuing operations and/or net losses during three out of four of its most recent fiscal years, and (C) \$6,000,000 or more and has reported losses from continuing operations and/or net losses in its five most recent fiscal years.

On May 24, 2023, AgeX filed a request for a review of the delisting determination by a Committee of the Board of Directors of the Exchange. On May 31, 2023, AgeX received a notice from the staff of the Exchange which scheduled a hearing for July 25, 2023. On July 24, 2023, AgeX issued shares of preferred stock to Juvenescence in exchange for the extinguishment of \$36 million of indebtedness owed to Juvenescence for the purpose of remediating the deficiency in stockholders equity, and the hearing at the Exchange scheduled for July 25 was cancelled. See Note 7, *Stockholders' Equity (Deficit)* and Note 12, *Subsequent Events* for further discussion on the classification of preferred stock and amendment to Section 3(b) of the terms of the Series A Preferred Stock and Series B Preferred Stock.

12. Subsequent Events

Additional Loans Under Secured Note

On October 3, 2023, AgeX drew \$500,000 of its credit available under the Secured Note. On October 31, 2023 AgeX drew the final \$ 500,000 of the credit line available under the Secured Note.

Increase in Secured Note Line of Credit

On November 9, 2023, AgeX and Juvenescence entered into the Allonge and Fifth Amendment to Amended and Restated Convertible Promissory Note (the "Fifth Amendment") that increases the amount of the line of credit available to AgeX by \$4,400,000, subject to the terms of the Secured Note and Juvenescence's discretion to approve and fund each of AgeX's future draws of that additional amount of credit. Concurrently with the execution of the Fifth Amendment, AgeX also entered into an additional Pledge Agreement to add shares of a subsidiary to the collateral under the Security Agreement, and AgeX's subsidiaries ReCyte, Reverse Bio, and UniverXome each entered into a Guaranty Agreement and Joinder Agreement pursuant to which each of them agreed to guarantee AgeX's obligations to Juvenescence pursuant to the Secured Note, as amended by the Fifth Amendment, and to grant Juvenescence a security interest in their respective assets pursuant to the Security Agreement to secure their obligations to Juvenescence.

Amendment to Preferred Stock and Remediation of Stock Exchange Listing Deficiency

On July 24, 2023, AgeX issued shares of AgeX Series A Preferred Stock and AgeX Series B Preferred Stock to Juvenescence in exchange for the extinguishment of \$36 million of indebtedness owed to Juvenescence with the intent of adding \$ 36 million to stockholders equity to eliminate a stockholders equity deficiency that caused AgeX to be out of compliance with the NYSE American continued listing standards. However, upon subsequent consideration in consultation with AgeX's independent registered public accountants, AgeX determined that, in accordance with applicable guidance to GAAP, the deemed liquidation preference provisions of the Preferred Stock could be considered contingent redemption provisions that are not solely within AgeX's control, requiring that the Preferred Stock be presented outside of permanent equity in the mezzanine section of the condensed consolidated balance sheet as of September 30, 2023. To comply with the NYSE American listing requirement by permitting the Preferred Stock to qualify now as permanent equity, on November 7, 2023, Section 3(b) of the terms of the Series A Preferred Stock and Series B Preferred Stock was amended (i) to clarify that certain change of control or disposition of asset transactions would be treated as a deemed liquidation if the applicable transaction is approved by the Board of Directors or stockholders of AgeX, and (ii) to provide that in case of such a deemed liquidation transaction holders of Preferred Stock would receive the same type of consideration as that distributed or paid to holders of AgeX common stock. AgeX has informed the NYSE American of the accounting issue and the remedy that has been implemented and AgeX believes it is in compliance with NYSE American's continued listing standards.

The following pro-forma condensed consolidated balance sheet illustrates the effect of the Preferred Stock in permanent equity.

Non-GAAP Financial Measures

The condensed consolidated interim financial statements include stockholders equity (deficit) prepared in accordance with accounting principles generally accepted in the United States (GAAP). The following pro-forma condensed consolidated balance sheet includes certain pro forma historical non-GAAP adjustments to the balance sheet. In particular, AgeX has provided a non-GAAP pro forma presentation of Series A Preferred Stock and Series B Preferred Stock classified as permanent equity, eliminating the stockholders deficit, based on a post-September 30, 2023 amendment to the liquidation provisions of the Preferred Stock. Non-GAAP financial measures are not meant to be considered in isolation or as a substitute for comparable financial measures prepared in accordance with GAAP. However, AgeX believes the non-GAAP presentation of stockholders equity, when viewed in conjunction with our GAAP presentation, is helpful in understanding AgeX's current capital structure.

	<u>September 30, 2023</u>	<u>Adjustment</u>	<u>Adjusted Balance</u>
ASSETS			
Current assets:			
Cash and cash equivalents	\$ 397	\$ -	\$ 397
Accounts and grants receivable, net	67	-	67
Related party receivables, net	4	-	4
Prepaid expenses and other current assets	673	-	673
Total current assets	<u>1,141</u>	<u>-</u>	<u>1,141</u>
Restricted cash	50	-	50
Intangible assets, net	640	-	640
Convertible note receivable	<u>10,379</u>	<u>-</u>	<u>10,379</u>
TOTAL ASSETS	<u>\$ 12,210</u>	<u>\$ -</u>	<u>\$ 12,210</u>
LIABILITIES, CONVERTIBLE PREFERRED STOCK AND STOCKHOLDERS' EQUITY (DEFICIT)			
Current liabilities:			
Accounts payable and accrued liabilities	\$ 1,671	\$ -	\$ 1,671
Loan due to Juvenescence, net of debt issuance costs, current portion	1,526	-	1,526
Insurance premium liability and other current liabilities	7	-	7
Total current liabilities	<u>3,204</u>	<u>-</u>	<u>3,204</u>
Loan due to Juvenescence, net of debt issuance costs, net of current portion	693	-	693
TOTAL LIABILITIES	<u>3,897</u>	<u>-</u>	<u>3,897</u>
Commitments and contingencies			
Series A preferred stock; no par value; stated value \$100 per share; 212 and nil shares issued and outstanding, respectively	21,135	(21,135)	-
Series B preferred stock; no par value; stated value \$100 per share; 148 and nil shares issued and outstanding, respectively	14,823	(14,823)	-
Stockholders' equity (deficit):			
Preferred stock, \$0.0001 par value, 5,000 shares authorized; and Series A Preferred stock - 212 and nil shares issued and outstanding, respectively	-	-	-
Series B Preferred stock - 148 and nil shares issued and outstanding, respectively	-	-	-
Common stock, \$0.0001 par value, 200,000 shares authorized; and 37,951 and 37,949 shares issued and outstanding, respectively	4	-	4
Additional paid-in capital	100,017	35,958	135,975
Accumulated deficit	<u>(127,557)</u>	<u>-</u>	<u>(127,557)</u>
Total AgeX Therapeutics, Inc. stockholders' equity (deficit)	<u>(27,536)</u>	<u>35,958</u>	<u>8,422</u>
Noncontrolling interest	<u>(109)</u>	<u>35,958</u>	<u>(109)</u>
Total stockholders' equity (deficit)	<u>(27,645)</u>	<u>35,958</u>	<u>8,313</u>
TOTAL LIABILITIES, CONVERTIBLE PREFERRED STOCK AND STOCKHOLDERS' EQUITY (DEFICIT)	<u>\$ 12,210</u>	<u>\$ -</u>	<u>\$ 12,210</u>

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

The matters addressed in this Item 2 that are not historical information constitute "forward-looking statements" within the meaning of Section 27A of the Securities Act, and Section 21E of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), including statements about any of the following: any projections of earnings, revenue, cash, effective tax rate, use of net operating losses, or any other financial items; the plans, strategies and objectives of management for future operations or prospects for achieving such plans, and any statements of assumptions underlying any of the foregoing. Any statements contained herein that are not statements of historical fact may be deemed to be forward-looking statements. Without limiting the foregoing, the words "believes," "anticipates," "plans," "expects," "seeks," "estimates," and similar expressions are intended to identify forward-looking statements. While AgeX may elect to update forward-looking statements in the future, it specifically disclaims any obligation to do so, even if the AgeX estimates change and readers should not rely on those forward-looking statements as representing AgeX views as of any date subsequent to the date of the filing of this Quarterly Report. Although we believe that the expectations reflected in these forward-looking statements are reasonable, such statements are inherently subject to risks and AgeX can give no assurances that its expectations will prove to be correct. Actual results could differ materially from those described in this report because of numerous factors, many of which are beyond the control of AgeX. A number of important factors could cause the results of the company to differ materially from those indicated by such forward-looking statements, including those detailed under the heading "Risk Factors" in this Form 10-Q, our Form 10-K for the year ended December 31, 2022, and our other reports filed with the SEC from time to time.

The following discussion should be read in conjunction with AgeX's condensed consolidated interim financial statements and the related notes provided under "Item 1- Financial Statements" above.

Merger Agreement and Related Transactions

On August 29, 2023, AgeX entered into an Agreement and Plan of Merger and Reorganization (the "Merger Agreement") with Serina Therapeutics, Inc. ("Serina") and Canaria Transaction Corporation, an Alabama corporation and wholly owned subsidiary of AgeX ("Merger Sub"). Serina currently has a pipeline of small molecule candidates targeting central nervous system ("CNS") indications, enabled by the company's proprietary POZ Platform™ delivery technology. In addition to advancing Serina's wholly owned pipeline assets, Serina is working with pharma partners currently advancing pre-clinical studies exploring POZ polymer lipid-nanoparticles ("LNPs") in next generation LNP delivered RNA vaccines. In addition, Serina is advancing a lead drug candidate, SER-252 (POZ-apomorphine) for the treatment of advanced Parkinson's Disease through pre-clinical studies towards the goal of an investigational new drug submission or "IND" to the Food and Drug Administration for the initiation of a Phase 1 clinical trial during the fourth quarter of 2024. Serina has two other pipeline assets that are positioned to enter IND enabling studies, SER-227 (POZ-buprenorphine) for certain post-operative

pain indications, and SER-228 (POZ-cannabidiol) for treatment refractory epilepsy indications. Serina is also focused on expanding its LNP and anti-body drug conjugate partnering collaborations.

Upon the terms and subject to the satisfaction of the conditions described in the Merger Agreement, including that the Merger is approved by the stockholders of AgeX and the stockholders of Serina, Merger Sub will be merged with and into Serina, with Serina surviving as a wholly owned subsidiary of AgeX (the "Merger"). AgeX following the Merger is referred to herein as the "Combined Company." There is no assurance the necessary approvals by AgeX stockholders and Serina stockholders will be obtained or that the other conditions to the Merger as provided in the Merger Agreement will be met.

Immediately following the Merger, equity holders of Serina immediately prior to the closing of the Merger are expected to own approximately 75% of the outstanding shares of common stock of the Combined Company, and stockholders of AgeX immediately prior to the closing of the Merger are expected to own approximately 25% of the outstanding shares of common stock of the Combined Company, in each case, on a pro forma fully diluted basis, subject to certain assumptions and exclusions, including the Actual Closing Price (as defined in the Merger Agreement) of AgeX common stock being equal to or greater than \$12.00 per share, giving effect to a planned reverse stock split and the conversion of AgeX Preferred Stock into shares of AgeX common stock and excluding the impact of any Post-Merger Warrant, Incentive Warrant or the issuance of any share of AgeX common stock upon exercise of any Post-Merger Warrant or incentive warrant.

Prior to the closing of the Merger, AgeX will issue to each holder of AgeX common stock three warrants ("Post-Merger Warrants") for each five shares of AgeX common stock held by such stockholder. Each Post-Merger Warrant will be exercisable for one unit of AgeX ("AgeX Unit") at a price equal to \$13.20 per unit and will expire on July 31, 2025. Each AgeX Unit will consist of (i) one share of AgeX common stock and (ii) one warrant ("Incentive Warrant"). Each Incentive Warrant will be exercisable for one share of AgeX common stock at a price equal to \$18.00 per warrant and will expire on the four-year anniversary of the closing date of the Merger. The terms of each Post-Merger Warrant and Incentive Warrant will be further detailed in a warrant agreement that will be negotiated between the parties prior to the closing of the Merger.

Concurrently with the execution of the Merger Agreement, AgeX, Serina and Juvenescence entered into a Side Letter, which will become effective immediately prior to the closing of the Merger. The Side Letter provides, among other things, that (i) effective immediately before the consummation of the Merger, Juvenescence will cancel all out of the money AgeX warrants held by Juvenescence; (ii) Juvenescence will exercise all Post-Merger Warrants it holds to provide the Combined Company an additional \$15 million in capital according to the following schedule: (x) at least one-third on or before May 31, 2024, (y) at least one-third on or before November 30, 2024, and (z) at least one-third on or before June 30, 2025; (iii) Juvenescence will not sell any shares of AgeX Series A Preferred Stock or AgeX Series B Preferred Stock and will take all actions necessary to convert all of such Preferred Stock into AgeX common stock before a reverse stock split that will occur before the Merger; (iv) Juvenescence will release all security interests, guarantees, pledges, assignments and other forms of collateral that it may have in AgeX's assets pursuant to the terms of Juvenescence loans to AgeX; and (v) Juvenescence will consent to a newly formed subsidiary of AgeX assuming AgeX's obligations with respect to loan agreements and promissory notes governing loans payable to Juvenescence, including obligations for amounts currently owed and future advances of loan funds, and Juvenescence shall release AgeX from those loan obligations.

The following discussion and analysis of AgeX's financial condition and results of operations and liquidity and capital resources does not reflect material changes to AgeX's business, assets, liabilities, financial condition, operations, management, liquidity, capital resources, and prospects that will occur if the Merger is consummated.

Critical Accounting Estimates

This Management's Discussion and Analysis of Financial Condition and Results of Operations discusses and analyzes data in our unaudited condensed consolidated interim financial statements, which we have prepared in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP"). Preparation of the financial statements requires management to make estimates and assumptions that affect the reported amounts of assets, liabilities, revenue and expenses, and related disclosure of contingent assets and liabilities. Management bases its estimates on historical experience and on various other assumptions that it believes to be reasonable under the circumstances, the results of which form the basis for making judgments about the carrying values of assets and liabilities that are not readily apparent from other sources. Senior management has discussed the development, selection and disclosure of these estimates with the Audit Committee of our Board of Directors. Actual conditions may differ from our assumptions and actual results may differ from our estimates.

An accounting policy is deemed critical if it requires an accounting estimate to be made based on assumptions about matters that are highly uncertain at the time the estimate is made, if different estimates reasonably could have been used, or if changes in the estimate are reasonably likely to occur, that could materially impact the financial statements. Management believes that there have been no significant changes during the nine months ended September 30, 2023 to the items that we disclosed as our critical accounting policies and estimates in Management's Discussion and Analysis of Financial Condition and Results of Operations in our Annual Report on Form 10-K for the year ended December 31, 2022, except as disclosed in Note 2, *Basis of Presentation and Summary of Significant Accounting Policies*, of our condensed consolidated interim financial statements included elsewhere in this Report.

Results of Operations

Comparison of Three and Nine Months Ended September 30, 2023 and 2022

Revenues and Cost of Sales

During the three and nine months ended September 30, 2023 we recognized income of approximately \$21,000 from a grant awarded by the NIH in August 2023 with a one year grant period that commenced on September 1, 2023.

During the three and nine months ended September 30, 2023, we recognized revenues of \$46,000 and \$65,000, respectively, from the sale of research products. During the three and nine months ended September 30, 2022, we recognized revenues of \$9,000 and \$26,000, respectively from the sale of research products.

During the three and nine months ended September 30, 2023, we recognized cost of sales of \$33,000 and \$39,000, respectively, from the sale of research products. During the three and nine months ended September 30, 2022, we recognized cost of sales of \$5,000 and \$12,000, respectively from the sale of research products.

Operating Expenses

We continue to maintain a minimal workforce since our May 1, 2020 reduction in force which resulted in the layoff of most of our research and development personnel and certain administrative personnel. The following table shows our consolidated operating expenses for the periods presented (in thousands).

	Three Months Ended September 30,		\$ Increase/ (Decrease)	% Increase/ (Decrease)
	2023	2022		
Research and development expenses	\$ 218	\$ 162	\$ 56	34.6%
General and administrative expenses	2,172	1,392	780	56.0%
33				

	Nine Months Ended September 30,		\$ Increase/ (Decrease)	% Increase/ (Decrease)
	2023	2022		
Research and development expenses	\$ 552	\$ 817	\$ (265)	(32.4)%
General and administrative expenses	5,895	4,390	1,505	34.3%

Research and development expenses

Research and development expenses for the three months ended September 30, 2023 were approximately \$0.2 million, consistent with the same period in 2022.

Research and development expenses for the nine months ended September 30, 2023 decreased by approximately \$0.2 million to \$0.6 million from \$0.8 million during the same period in 2022. The net decrease was primarily attributable to reductions of \$0.2 million in outside research and services allocable to research and development expenses.

General and administrative expenses

General and administrative expenses for the three months ended September 30, 2023 increased by \$0.8 million to \$2.2 million as compared to \$1.4 million during the same period in 2022. The net increase is attributable to increases of \$0.7 million in professional fees for legal services related to the possible Merger between AgeX and Serina, \$0.1 million in professional fees for non-merger related legal services, \$0.1 million in patent and license maintenance related fees and \$0.1 million in investor relations related expenses and insurance expense. These increases were offset to some extent by a \$0.2 million decrease in noncash stock-based compensation to employees, consultants and directors.

General and administrative expenses for the nine months ended September 30, 2023 increased by \$1.5 million to \$5.9 million as compared to \$4.4 million during the same period in 2022. The net increase is attributable to increases of \$1.7 million in professional fees for legal services, consulting expenses incurred in connection with due diligence and other expenses related to the possible Merger between AgeX and Serina, \$0.2 million in investor relations related expenses and insurance expense, \$0.1 million in professional fees for other non-recurring legal services, and \$0.1 million in salaries and payroll related expenses allocated to general and administrative expenses. These increases were offset to some extent by a \$0.5 million decrease in noncash stock-based compensation to employees, consultants and directors, and \$0.1 million in patent and license maintenance related fees, travel and lodging, and minimum royalty fees under certain license agreements.

General and administrative expenses include employee and director compensation allocated to general and administrative expenses, consulting fees other than those paid for science-related consulting, facilities and equipment rent and maintenance related expenses, insurance costs allocated to general and administrative expenses, stock exchange-related costs, depreciation expense, marketing costs, legal and accounting costs, and other miscellaneous expenses which are allocated to general and administrative expense.

Other expense, net

Total other expense, net for the three months ended September 30, 2023 consists primarily of \$3.2 million amortization of deferred debt issuance costs to interest expense, write off of deferred debt cost upon \$36 million debt exchanged for preferred stock in July 2023, and other debt related expenses included in interest expense offset by \$0.2 million net interest income primarily earned from a \$10,000,000 loan under the terms of the Serina Note. Total other expense, net for the three months ended September 30, 2022 consists primarily of \$0.9 million amortization of deferred debt issuance costs to interest expense and other debt related expenses included in interest expense.

Total other expense, net for the nine months ended September 30, 2023 consists primarily of \$5.3 million amortization of deferred debt issuance costs to interest expense, write off of deferred debt cost upon \$36 million debt exchanged for preferred stock in July 2023, and other debt related expenses included in interest expense offset by \$0.4 million net interest income primarily earned from the Serina Note. Total other expense, net for the nine months ended September 30, 2022 consists primarily of \$2.3 million amortization of deferred debt issuance costs to interest expense and other debt related expenses included in interest expense and \$0.2 million unrealized loss on change in fair value of warrants issued to Juvenescence in connection with borrowings under the Secured Note.

See Notes 4, *Convertible Note Receivable*, 5, *Related Party Transactions*, 6, *Warrant Liability*, and 7, *Stockholders' Equity (Deficit)* to our condensed consolidated interim financial statements included elsewhere in this Report for additional information about our loan agreement with Serina, loan agreements with Juvenescence, liability classified warrants, and debt exchanged for preferred stock.

Income taxes

For the three and nine months ended September 30, 2023 and 2022, AgeX experienced a loss; therefore, no income tax provision was recorded for the three and nine months ended September 30, 2023 and 2022.

Due to losses incurred for all periods presented, we did not record a provision or benefit for income taxes. A valuation allowance will be provided when it is more likely than not that some portion of the deferred tax assets will not be realized. We established a full valuation allowance for all deferred tax assets for the periods presented due to the uncertainty of realizing future tax benefits from our net operating loss carryforwards and other deferred tax assets.

For years beginning after December 31, 2021, the 2017 Tax Act requires companies to capitalize their research and experimentation expenditures as defined under Section 174 and amortize those expenditures on a straight-line bases over a period of 5 years. Previously AgeX was able to immediately expense such costs. It is possible that Congress will defer or eliminate the ultimate implementation of this provision. AgeX has sufficient federal net operation loss carryforwards to offset the impact of this provision.

Liquidity and Capital Resources

Operating Losses and Going Concern Considerations

We have incurred operating losses and negative cash flows since inception and had an accumulated deficit of \$127.6 million as of September 30, 2023. We expect to continue to incur operating losses and negative cash flows. We have been funding our operations with loans from Juvenescence. As of October 31, 2023, we had drawn down in full the remaining credit available to us from Juvenescence pursuant to the Secured Note, and we estimate that our cash on hand as of that date will be sufficient to fund our operations through the end of November 2023. However, on November 9, 2023, we entered into an Allonge and Fifth Amendment to Amended and Restated Convertible Promissory Note with Juvenescence that increases the amount of the line of credit available to us by \$4,400,000 under the Secured Note, subject to the terms of the Secured Note as so amended and Juvenescence's discretion to approve and fund each of our future draws of that additional amount of credit.

We have made certain adjustments to our operating plans and budgets to reduce our projected cash expenditures in order to extend the period over which we can continue our operations with our available cash resources. These adjustments entailed down-sizing of our leased office space effective January 1, 2021, a staff force reduction during 2020 primarily impacting research and development personnel, and the elimination of our leased laboratory facility. These down-sizing adjustments to our operations will require the deferral of certain work on the development of our product candidates and technologies. However, notwithstanding those adjustments, based on our most recent projected cash flows, our cash and cash equivalents, the amount of the Secured Note line of credit available to us from Juvenescence, including the \$4,400,000 increase in the line of credit, and the proceeds we may receive from the sale of additional shares of our common stock in "at-the-market" transactions through a Sales Agreement with Chardan as a sales agent, would not be sufficient to satisfy our anticipated operating and other funding requirements for the next twelve months from the date of filing of this Report. These factors raise substantial doubt regarding our ability to continue as a going concern. See Note 5, *Related Party Transactions*, and Note 12, *Subsequent Events*, to our condensed consolidated interim financial statements included elsewhere in this Report for additional information about our loan agreements with Juvenescence. We will need to raise additional capital in the near term to be able to meet our operating expenses.

The loans from Juvenescence that remain outstanding prohibit us and our subsidiaries ReCyte Therapeutics and Reverse Bio from borrowing funds from other lenders or engaging in certain other transactions without the consent of Juvenescence unless we repay all amounts owed to Juvenescence. AgeX and three of its subsidiaries have granted Juvenescence a security interest and lien on substantially all of their assets to secure AgeX's obligations under the Secured Note, and AgeX has granted Juvenescence a security interest and lien on substantially all of AgeX's assets to secure AgeX's obligations under the \$10 Million Secured Note. The outstanding amounts under the Secured Note and the \$10 Million Secured Note will become due and payable upon maturity on February 14, 2024 and March 13, 2026, respectively. These factors and the impact of potential dilution through the issuance of shares of our common stock upon the conversion of the Juvenescence loans or shares of Preferred Stock into AgeX common stock and the exercise of warrants issued to Juvenescence in connection with the Juvenescence loans could make AgeX less attractive to new equity investors and could impair our ability to finance our operations or the operations of our subsidiaries unless Juvenescence agrees, in its discretion, to lend us additional funds.

Through the Sales Agreement with Chardan, we may sell during any 12 month period an amount of common stock in "at-the-market" transactions not to exceed one-third of the aggregate market value of our common stock held by stockholders who would not be considered "affiliates" of AgeX, determined in accordance with applicable SEC rules. We do not have any other committed sources of funds for additional financing.

Although we have been able to reduce our operating expenses by eliminating internal research and development activities and focusing instead on outsourcing research and development and seeking licensing arrangements for our technologies, this approach has also made it more difficult for us to make progress in developing our target product candidates and technologies, which in turn may make it more difficult for us to raise capital.

The unavailability or inadequacy of financing to meet future capital needs could force us to modify, curtail, delay, or suspend some or all aspects of planned operations.

To the extent that we are able to raise additional capital through the sale of AgeX equity or convertible debt securities or the sale of equity or convertible debt securities of any of our subsidiaries, the ownership interest of our present stockholders will be diluted, and the terms of any securities we or our subsidiaries issue may include liquidation or other preferences that adversely affect the rights of our common stockholders. Additional debt financing, if available, may involve agreements that include covenants limiting or restricting our ability to take specific actions, such as incurring additional debt, making capital expenditures or declaring dividends, and may involve the issuance of convertible debt or stock purchase warrants that would dilute the equity interests of our stockholders. If we raise funds through additional strategic partnerships or licensing arrangements with third parties, we may have to relinquish valuable rights to our technologies, future revenue streams, research programs or product candidates or to grant licenses on terms that may not be favorable to us.

Summary of Cash Flows

The following table summarizes the major sources and uses of cash for the periods set forth below (in thousands):

	Nine Months Ended September 30,	
	2023	2022
Net cash provided by (used in):		
Operating activities	\$ (5,748)	\$ (4,618)
Investing activities	(10,000)	-
Financing activities	15,500	4,500
Net change in cash, cash equivalents, and restricted cash	\$ (248)	\$ (118)

Operating Activities

Net loss attributable to us for the nine months ended September 30, 2023 amounted to \$11.3 million. Net cash used in operating activities during this period amounted to \$5.7 million. The \$5.6 million difference between the net loss attributable to us and net cash used in operating activities during the nine months ended September 30, 2023 was primarily attributable to \$5.4 million in amortization of intangible assets and deferred debt issuance costs, \$1.1 million in prepaid expenses and other current assets, \$0.6 million in accounts payables and accrued liabilities, and \$0.1 million in stock-based compensation expense. The impact of these non-cash items was offset to some extent by a \$1.1 million payment of a financed insurance premium liability, \$0.4 million in accrued interest on convertible note receivable, and \$0.1 million net change in working capital from operating activities. See Notes 4, *Convertible Note Receivable* and 5, *Related Party Transactions*, to our condensed consolidated interim financial statements included elsewhere in this Report for additional information about our loan agreement with Serina and our loan agreements with Juvenescence.

Investing Activities

During the nine months ended September 30, 2023, net cash used by investing activities is entirely comprised of the \$10 million loan made to Serina. See Note 4, *Convertible Note Receivable*, to our condensed consolidated interim financial statements included elsewhere in this Report for additional information about the Serina Note.

During the nine months ended September 30, 2022, AgeX had no investing activities.

Financing Activities

During the nine months ended September 30, 2023, net cash provided by financing activities amounted to \$15.5 million which was entirely attributable to amounts drawn under the credit facilities from Juvenescence. See Notes 5, *Related Party Transactions* and 7, *Stockholders' Equity (Deficit)*, to our condensed consolidated interim financial statements included elsewhere in this Report for additional information about our loan agreements with Juvenescence.

Item 3. Quantitative and Qualitative Disclosures about Market Risk

Under SEC rules and regulations, as a smaller reporting company, we are not required to provide the information required by this item.

Item 4. Controls and Procedures

Evaluation of Disclosure Controls and Procedures

It is management's responsibility to establish and maintain adequate internal control over all financial reporting pursuant to Rule 13a-15 under the Exchange Act. Our management, including our principal executive officer and principal financial officer, have reviewed and evaluated the effectiveness of our disclosure controls and procedures as of the end of the period covered by this report. Following this review and evaluation, the principal executive officer and principal financial officer determined that our disclosure controls and procedures are effective to ensure that information required to be disclosed by us in reports that we file or submit under the Exchange Act (i) is recorded, processed, summarized, and reported within the time periods specified in SEC rules and forms, and (ii) is accumulated and communicated to management, including our principal executive officer, and principal financial officer, as appropriate to allow timely decisions regarding required disclosure.

Changes in Internal Controls

There were no changes in our internal control over financial reporting that occurred during the period covered by this Quarterly Report on Form 10-Q that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PART II — OTHER INFORMATION

Item 1. Legal Proceedings

From time to time, we may be involved in routine litigation incidental to the conduct of our business. We are not presently involved in any material litigation or proceedings, and to our knowledge no material litigation or proceedings are contemplated.

Item 1A. Risk Factors

Our business, financial condition, results of operations and future growth prospects are subject to various risks, including those described in Item 1A "Risk Factors" of our Annual Report on Form 10-K, filed with the Securities and Exchange Commission on March 31, 2023 (the "2022 Form 10-K"), which we encourage you to review. There have been no material changes from the risk factors disclosed in the 2022 Form 10-K, except risks pertaining to the Merger and those described below:

Risks Related to the Merger

On August 29, 2023, AgeX entered into an Agreement and Plan of Merger and Reorganization (the "Merger Agreement") with Serina Therapeutics, Inc., and Canaria Transaction Corporation, a wholly owned subsidiary of AgeX ("Merger Sub"). Upon the terms and subject to the satisfaction of the conditions described in the Merger Agreement, Merger Sub will be merged with and into Serina, with Serina surviving as a wholly owned subsidiary of AgeX (the "Merger"). There is no assurance the conditions to the Merger will be met and that the Merger will be consummated. AgeX stockholders will face a number of risks related to the terms of the Merger Agreement and the Merger, some of which risks are described below. References to the "Combined Company" in this Report mean AgeX after the Merger through which AgeX will have acquired Serina.

AgeX stockholders will have a reduced ownership and voting interest in, and will exercise less influence over the management of, AgeX as a Combined Company with Serina following the closing of the Merger as compared to their current ownership and voting interest in AgeX before the Merger.

Immediately following the closing of the Merger, equity holders of Serina immediately prior to the closing of the Merger are expected to own approximately 75% of the outstanding shares of common stock of the Combined Company, and stockholders of AgeX immediately prior to the closing of the Merger are expected to own, excluding the impact of the exercise of certain warrants that are expected to be distributed to AgeX stockholders before the Merger, approximately 25% of the outstanding shares of common stock of the Combined Company, in each case, on a fully diluted basis, subject to certain assumptions, including giving effect to a contemplated reverse stock split of AgeX common stock and the conversion of AgeX Preferred Stock into AgeX common stock before the Merger. Consequently, following the closing of the Merger, the pre-Merger stockholders of AgeX will own a smaller percentage of the Combined Company than their ownership of AgeX prior to the Merger and will be able to exercise less influence over the management and policies of the Combined Company than they currently exercise over the management and policies of AgeX.

In addition, the seven-member board of directors of the Combined Company will initially consist of three individuals with prior affiliations with Serina, two individuals with prior affiliation with AgeX and two of such members designated by mutual agreement of Serina and AgeX. The Chief Financial Officer, the Chief Executive Officer and the Chief Operating Officer of Serina will serve as the Chief Executive Officer, Chief Scientific Officer and Chief Operating Officer and Secretary of the Combined Company, respectively, following the closing of the Merger. The Chief Financial Officer of AgeX will serve as the Interim Chief Financial Officer and Chief Accounting Officer of the Combined Company following the closing of the Merger.

The exchange ratio is not adjustable based on the market price of AgeX common stock so the consideration at the closing of the Merger may have a greater or lesser value than at the time the Merger Agreement was signed.

The relative 75% proportion of the Combined Company that the Serina equity holders will own and the 25% proportion of the Combined Company that AgeX stockholders will own when the Merger closes will be based on the relative valuations of AgeX and Serina as negotiated by the parties and as specified in the Merger Agreement. Those ownership percentages will not change even if there is a change in the relative values of Serina and AgeX prior to the consummation of the Merger.

Because the lack of a public market for Serina's capital stock makes it difficult to evaluate the fair market value of Serina's capital stock, the value of the AgeX common stock to be issued to Serina stockholders may be more or less than the fair market value of Serina common stock.

The outstanding capital stock of Serina is privately held and is not traded in any public market. The lack of a public market makes it difficult to determine the fair market value of Serina's capital stock. Because the percentage of AgeX common stock to be issued to Serina stockholders in the Merger was determined based on negotiations between the parties, without the AgeX Board of Directors having public market prices of Serina capital stock to use as a reference point in valuing Serina for the purpose of determining that percentage, it is possible that Serina stockholders will receive in the Merger a percentage of the Combined Company greater than the percentage of the value Combined Company attributable to the fair market value of Serina and the value of the AgeX common stock to be received by Serina stockholders will be more than the fair market value of Serina's capital stock.

Failure to complete the Merger may result in AgeX or Serina paying a termination fee to the other party and could harm the common stock price of AgeX and future business and operations of AgeX.

If the Merger is not completed, each of AgeX and Serina is subject to the following risks:

- upon termination of the Merger Agreement, AgeX may be required to pay Serina a termination fee of \$1,000,000 million or up to \$1,000,000 in expense reimbursements; or Serina may be required to pay AgeX a termination fee of \$1,000,000 million or up to \$1,000,000 in expense reimbursements;
- AgeX will have incurred significant expenses related to the Merger, such as legal and accounting fees, which must be paid even if the Merger is not completed;
- the price of AgeX's common stock may decline and remain volatile; and
- the reputation of AgeX may be adversely impacted.

In addition, if the Merger Agreement is terminated and the AgeX Board of Directors determines to seek another business combination, there can be no assurance that AgeX will be able to find another company willing enter into a business combination or acquisition with AgeX, or another company would provide equivalent or more attractive consideration in a business combination or acquisition than the consideration to be provided by Serina in the Merger.

The issuance of AgeX common stock to Serina stockholders pursuant to the Merger Agreement and the resulting change in control of AgeX from the Merger must be approved by AgeX stockholders, and the Merger Agreement and transactions contemplated thereby must be approved by the Serina stockholders. Failure to obtain these approvals would prevent the closing of the Merger.

Before the Merger can be completed, AgeX stockholders must approve, among other things, the issuance of AgeX common stock to Serina stockholders pursuant to the Merger Agreement and the resulting change in control of AgeX from the Merger, and Serina stockholders must adopt the Merger Agreement and approve the Merger and the related transactions contemplated thereby. Failure to obtain the required stockholder approvals may result in a material delay in, or the abandonment of, the Merger. Any delay in completing the Merger may materially adversely affect the timing and benefits that are expected to be achieved from the Merger or the ability of AgeX or Serina to complete the Merger in accordance with the Merger Agreement.

If the conditions to the closing of the Merger are not satisfied or waived, the Merger may not occur or the closing of the Merger could be delayed.

Even if each certain transactions related to the Merger are approved by the stockholders of AgeX as required by the Merger Agreement as a condition to the Merger, other conditions specified in the Merger Agreement must be satisfied or, to the extent permitted by applicable law, waived to complete the Merger. There is no assurance that all of those conditions will be satisfied or waived. If the conditions are not satisfied or waived, the Merger may not occur or could be delayed, and AgeX may lose some or all the intended benefits of the Merger.

The Merger may be completed even though material adverse changes may result from the announcement of the Merger, industry-wide changes and/or other causes.

In general, either AgeX or Serina can refuse to complete the Merger if there is a material adverse effect affecting the other party between August 29, 2023, the date of the Merger Agreement, and the closing of the Merger. However, certain types of effects are excluded from the concept of a "material adverse effect" and do not permit the parties to refuse to complete the Merger, even if such change could be said to have a material adverse effect on AgeX or Serina. Such exclusions included, but are not limited to:

- general business, political or economic conditions generally affecting the industry in which Serina or AgeX operate;
- acts of war, the outbreak or escalation of armed hostilities, acts of terrorism, earthquakes, wildfires, hurricanes or other natural disasters, health emergencies, including pandemics (including COVID-19 and any evolutions or mutations thereof) and related or associated epidemics, disease outbreaks or quarantine restrictions;
- changes in financial, banking or securities markets;
- any change in the stock price or trading volume of AgeX common stock;
- any failure by AgeX to meet internal or analysts' expectations or projections or the results of operations of AgeX;
- any change in or affecting clinical trial programs or studies conducted by or on behalf of AgeX or its subsidiaries;
- any change from continued losses from operations or decreases in cash balances of Serina or any of its subsidiaries or on a consolidated basis among Serina and its subsidiaries;
- any change in, or any compliance with or action taken for the purpose of complying with, any law or GAAP (or interpretations of any law or GAAP); or
- any change resulting from the announcement of the Merger Agreement or the pendency of the Merger and related transactions;
- any change resulting from a disposition of certain assets by AgeX;
- the taking of any action required to be taken by the Merger Agreement; or

- any reduction in the amount of AgeX's cash and cash equivalents as a result of winding down its activities associated with the termination of its research and development activities.

If adverse changes occur and AgeX and Serina still complete the Merger, the stock price of the Combined Company following the closing of the Merger may suffer. This in turn may reduce the value of the Merger to AgeX stockholders.

Some executive officers and directors of AgeX and Serina have interests in the Merger that are different from the respective stockholders of AgeX and Serina and that may influence them to support or approve the Merger without regard to the interests of the respective stockholders of AgeX and Serina.

Directors and executive officers of AgeX and Serina may have interests in the Merger that are different from, or in addition to, the interests of other stockholders of AgeX and Serina, respectively. These interests with respect to AgeX's directors and executive officers include, but are not limited to, the expected continued service of one of the directors of AgeX as a director of the Combined Company following the closing of the Merger, the expected continued employment of one of the executive officers of AgeX as an executive officer of the Combined Company following the closing of the Merger, severance benefits if employment is terminated in a qualifying termination in connection with the Merger and rights to continued indemnification, expense advancement and insurance coverage. The AgeX Board of Directors is aware of and considered such interests, among other matters, in reaching the decision to approve and adopt the Merger Agreement, approve the Merger and recommend the approval of the Merger Agreement to AgeX stockholders. These interests, among other factors, may have influenced the directors and executive officers of AgeX to support or approve the Merger.

AgeX stockholders may not realize a benefit from the Merger commensurate with the ownership interest dilution they will experience in connection with the Merger.

If the Combined Company is unable to realize the full strategic and financial benefits currently anticipated from the Merger, AgeX stockholders will have experienced substantial dilution of their ownership interests without receiving any commensurate benefit, or only receiving part of the commensurate benefit to the extent the Combined Company is able to realize only part of the strategic and financial benefits currently anticipated from the Merger.

The market price of the Combined Company's common stock following the Merger may decline as a result of the Merger.

The market price of the Combined Company's common stock may decline as a result of the Merger for a number of reasons, including if:

- investors react negatively to the prospects of the Combined Company's product candidates, business and financial condition following the closing of the Merger;
- the effect of the Merger on the Combined Company's business and prospects following the closing of the Merger is not consistent with the expectations of financial or industry analysts; or
- the Combined Company does not achieve the perceived benefits of the Merger as rapidly or to the extent anticipated by stockholders or financial or industry analysts.

During the pendency of the Merger Agreement, AgeX may be limited in its ability to enter into a business combination with another party on more favorable terms because of restrictions in the Merger Agreement, which could adversely affect its business prospects.

Covenants in the Merger Agreement impede the ability of AgeX and Serina to make acquisitions during the pendency of the Merger, subject to specified exceptions. As a result, if the Merger is not completed, AgeX may be at a disadvantage to its competitors during that period. In addition, while the Merger Agreement is in effect, each party is generally prohibited from soliciting, initiating or knowingly encouraging, inducing or facilitating the communication, making, submission or announcement of any acquisition proposal or acquisition inquiry or taking any action that could reasonably be expected to lead to an acquisition proposal or acquisition inquiry regarding transactions involving a third party, including a merger, sale of assets or other business combination, subject to specified exceptions. Any such transactions involving AgeX could be favorable to AgeX stockholders, but AgeX may be unable to pursue them.

Certain provisions of the Merger Agreement may discourage third parties from submitting competing proposals, including proposals that may be superior to the transactions contemplated by the Merger Agreement.

The terms of the Merger Agreement prohibit each of AgeX and Serina from soliciting competing proposals or cooperating with persons making unsolicited takeover proposals, except in limited circumstances. In addition, if AgeX or Serina terminate the Merger Agreement under specified circumstances, AgeX may be required to pay Serina a termination fee of \$1,000,000 or up to \$1,000,000 in expense reimbursements or Serina may be required to pay AgeX a termination fee of \$1,000,000 or up to \$1,000,000 in expense reimbursements; provided that neither party will be responsible for payment of more than \$1,000,000 in the aggregate. The termination fee or expense reimbursements that might become payable by AgeX may discourage third parties from submitting competing proposals to AgeX or to AgeX stockholders and may cause the AgeX Board of Directors to be less inclined to recommend that AgeX stockholders approve a competing proposal.

Litigation could arise in connection with the Merger, against AgeX or the AgeX Board of Directors, Serina or the Serina Board of Directors, which could be costly, prevent the consummation of the Merger, divert management's attention and otherwise materially harm AgeX's, Serina's or the Combined Company's business.

In the past, securities class action or shareholder derivative litigation has often followed certain significant business transactions, such as the sale of a company or announcement of a merger or any other strategic transaction. AgeX, the AgeX Board of Directors, Serina, the Serina Board of Directors, or the Combined Company may be exposed to such litigation even if no wrongdoing occurred. Even if the Merger is not consummated for any reason, litigation could be filed in connection with the failure of AgeX to consummate the Merger. Litigation is usually expensive and diverts management's attention and resources, which could adversely affect the business and cash resources or either party and the ability of either party to consummate the Merger or the ultimate value the AgeX stockholders receive from the Merger.

Any such litigation related to the Merger may result in negative publicity or an unfavorable impression of AgeX or the Combined Company, which could adversely affect the price of AgeX common stock or the Combined Company's common stock, impair the ability of AgeX or the Combined Company to recruit or retain employees, damage relationships with customers, suppliers, and other business partners, or otherwise materially harm of AgeX's or the Combined Company's operations and financial performance.

If the Merger is consummated, the Combined Company will face risks that are substantially the same as or similar risks faced by AgeX.

Although Serina is engaged in the development of different technologies and products than AgeX, Serina's business, and accordingly the business of the Combined Company, as a medical products developer will be subject to regulatory, legal, liquidity, capital resource, financial, operating, and other business risks that AgeX also faces.

If the Merger is not completed we would not be able to pursue the development and commercialization of Serina's technologies and product pipeline.

We have been formulating corporate restructuring plans that include the Merger through which AgeX would be able to enter the field of drug delivery polymer technology. If the Merger is completed, the Combined Company will primarily focus on developing Serina's product candidates. Any failure to satisfy a required condition to closing may prevent, delay or otherwise materially and adversely affect the completion of the Merger, which could materially and adversely affect AgeX's ability to enter the field of drug delivery polymer technology and could materially and adversely affect AgeX's results of operations, business, financial condition or stock price. AgeX cannot predict with certainty whether or when any of the required closing conditions will be satisfied and whether AgeX will be able to successfully consummate the Merger as currently contemplated under the Merger Agreement or at all. Accordingly, there is no assurance that the Merger will be consummated.

Uncertainty as to whether the Merger will be completed could adversely affect our operations and business.

AgeX's efforts to complete the Merger could cause substantial disruptions in, and create uncertainty surrounding, our business, which may materially adversely affect AgeX's results of operations and business. Uncertainty as to whether the Merger will be completed may affect our ability to retain and motivate existing employees or recruit prospective employees if vacancies in staffing need to be filled. Employee retention may be particularly challenging while the Merger is pending because employees may experience uncertainty about their roles following the transaction. A substantial amount of AgeX's management's and employees' attention is being directed toward the completion of the transaction and thus is being diverted from AgeX's day-to-day operations.

If the Merger is not completed, the market price of AgeX common stock may decline significantly.

The market price of AgeX common stock has been subject to significant fluctuations. Pending completion or abandonment of the Merger, the market price of AgeX common stock will likely be volatile based on whether stockholders and other investors believe that AgeX can complete the Merger. If the Merger is not completed, the market price of our common stock could decline significantly reflecting the elimination of any value attributed by investors to the prospective Merger and reflecting uncertainty about the future of AgeX's business and its ability to find an alternative strategic transaction.

If the Merger is not approved or does not occur, we may not be successful in the execution of our current business strategies or identifying and implementing any strategic alternatives with respect to our assets and development programs, and any future strategic alternatives could have negative consequences.

If the Merger is not approved or does not occur, we expect to continue to execute on our current business strategies while seeking out and evaluating potential strategic alternatives with respect to our assets and development programs, which may include a merger, business combination, investment into AgeX, asset sale or other strategic transaction, and we may not be successful in executing such strategies or identifying or implementing any such strategic alternatives.

In addition, the process of seeking out and evaluating a potential strategic alternative with respect to our assets and development programs is costly, time-consuming and complex, and we have incurred, and may in the future incur, significant costs related to the Merger and our other ongoing restructuring plans, such as legal and accounting fees and expenses and other related charges. We may also incur additional unanticipated expenses in connection with this process. A considerable portion of these costs will be incurred regardless of whether any such course of action is implemented or transaction is completed, decreasing the remaining cash available for use in our business.

The development and any potential commercialization of our product candidates will require substantial additional cash to fund the costs associated with conducting the necessary preclinical and clinical testing and obtaining regulatory approval. Consequently, any potential counterparty in a strategic transaction involving AgeX may be reluctant to spend additional resources required to pursue development of AgeX's product candidates and may attribute little or no value to AgeX product assets in such a transaction.

There can be no assurance that any particular course of action, business arrangement or transaction, or series of transactions, will be pursued, successfully consummated, lead to increased stockholder value, or achieve the anticipated results.

Risks Related to a Reverse Stock Split

The contemplated reverse stock split may not increase the Combined Company's stock price over the long-term.

It is expected that AgeX will implement a reverse stock split of its common stock prior to the Merger for the purpose of meeting certain stock exchange initial listing standards for the Combined Company. It is contemplated that the reverse stock split of AgeX common stock will be at a ratio in the range from 1-for-35 to 1-for-36 with such specific ratio resulting in approximately 2,500,000 shares of AgeX common stock being outstanding immediately prior to the consummation of the Merger, unless otherwise mutually agreed upon by the respective AgeX and Serina boards of directors. While it is expected that the reduction in the number of outstanding shares of common stock as a result of a reverse stock split will proportionally increase the market price of AgeX common stock, it cannot be assured that the reverse stock split will increase the market price of AgeX common stock by a multiple of the reverse stock split ratio or result in any permanent or sustained increase in the market price of the Combined Company's common stock, which is dependent upon many factors, including the Combined Company's business and financial performance, general market conditions and prospects for future success. Thus, it cannot be assured that the reverse stock split will accomplish any increase in the per-share market price of the Combined Company's common stock for any meaningful period of time.

The contemplated reverse stock split may decrease the liquidity of AgeX common stock or the Combined Company's common stock.

Although the AgeX Board of Directors believes that the anticipated increase in the market price of the Combined Company's common stock resulting from the proposed reverse stock split could encourage interest in its common stock and possibly promote greater liquidity for its stockholders, such liquidity could also be adversely affected by the reduced number of shares outstanding after the reverse stock split. The reduction in the number of outstanding shares may lead to reduced trading in and a smaller number of market makers for the Combined Company's common stock.

The reverse stock split may lead to a decrease in the Combined Company's overall market capitalization.

Should the market price of the Combined Company's common stock decline, the percentage decline may be greater as a result of the reverse stock split, due to the smaller number of shares outstanding, than it would have been had the reverse stock split not been implemented. A reverse stock split is often viewed negatively by the market and, consequently, can lead to a decrease in the Combined Company's overall market capitalization.

Risks Related to Our Current Business, Financial Condition, and Capital Resources

If the Merger is not completed, we expect to continue to execute on our current business strategies while seeking out and evaluating potential strategic alternatives with respect to our assets and development programs. The following risk factors relate to and update certain risks described in Item 1A "Risk Factors" of our 2022 Form 10-K.

We need additional financing to execute our operating plan and continue to operate as a going concern.

As required under Accounting Standards Update 2014-15, Presentation of Financial Statements-Going Concern (ASC 205-40), we have the responsibility to evaluate whether conditions and/or events raise substantial doubt about our ability to meet our future financial obligations as they become due within one year after the date the financial statements are issued. Based on our most recent projected cash flows, we believe that our cash and cash equivalents, even with the increased amount of credit available through the Fifth Amendment of our Secured Note with Juvenescence, and the proceeds we may receive from the sale of additional shares of our common stock in "at-the-market" transactions through a Sales Agreement with Chardan as a sales agent, would not be sufficient to satisfy our anticipated operating and other funding requirements for the next twelve months from the date of filing of this Report. These factors raise substantial doubt regarding our ability to continue as a going concern and the report of our independent registered public accountants accompanying our audited consolidated financial statements in this Report contains a qualification to such effect.

We have incurred operating losses and negative cash flows since inception and had an accumulated deficit of \$127.6 million as of September 30, 2023. We expect to continue to incur operating losses and negative cash flows. Because we will continue to experience net operating losses, our ability to continue as a going concern is subject to our ability to obtain necessary capital from outside sources, including obtaining additional capital from the sale of our common stock or other equity securities or assets, obtaining additional loans from financial institutions or investors, and entering into collaborative research and development arrangements or licensing some or all of our patents and know-how to third parties while retaining a royalty and other contingent payment rights related to the development and commercialization of products covered by the licenses. Our continued net operating losses, the amount of our debt obligations to Juvenescence and the provisions of our indebtedness agreements with them, including restrictions on the use of loan funds and the security interest they hold in our assets and assets of certain of our subsidiaries, Juvenescence's ownership of shares of AgeX Preferred Stock, the risks associated with the development of our product candidates and technologies, and our deferral of in-house development of our product candidates and technologies in connection with our reductions in staffing and the closing of our research laboratory facilities, will increase the difficulty in obtaining such capital, and there can be no assurances that we will be able to obtain such capital on favorable terms or at all. If we are unable to raise capital when needed, we may be forced to delay, reduce or eliminate our research and development activities, or ultimately not be able to continue as a going concern.

We are a discovery-stage development company with limited capital resources and have incurred operating losses since our inception. We anticipate that we will incur continued losses for the foreseeable future and will need to continue to raise capital to finance our operations, and we do not know if we will ever attain profitability.

We are a discovery-stage therapeutics company with a limited operating history and limited capital resources. Since our inception in August 2017, we have incurred operating losses and negative cash flows and we expect to continue to incur losses and negative cash flow in the future. Our net operating losses from continuing operations were \$10.5 million and \$8.6 million for the years ended December 31, 2022 and 2021, respectively, and we had an accumulated deficit of approximately \$116.2 million as of December 31, 2022. Our net operating losses from operations were \$6.4 million and \$5.2 million for the nine months ended September 30, 2023 and 2022, respectively, and we had an accumulated deficit of approximately \$127.6 million as of September 30, 2023.

These net losses and negative cash flows have had, and will continue to have, an adverse effect on our stockholders' equity and working capital. We expect to continue to incur significant additional operating losses for the foreseeable future and will need to continuously raise additional capital to fund our operations. The amount of our expenses and anticipated losses will depend on our capital resources and whether we license out product development to third parties or participate ourselves directly or financially with collaborators in research, development and commercialization efforts. Although we do not expect to advance our product candidates through clinical trials, seek regulatory approval, or commercialize our product candidates ourselves, our capital needs would increase greatly if we were to change plans and determine to do so.

The amount of our future net losses will depend, in part, on the rate of future growth of our expenses, our ability to raise the capital needed to continue our operations, and our ability to generate revenues. If we or any licensees or collaborators are unable to develop and commercialize one or more of our product candidates, or if revenues from any product candidates that receive marketing approval are insufficient, we will not achieve profitability. Even if we do achieve profitability, we may not be able to sustain or increase profitability. If we are unable to achieve and then maintain profitability, the value of our equity securities will be materially and adversely affected.

We are highly leveraged, carrying a significant amount of indebtedness, including indebtedness secured by our assets, that will become due and payable over the next three years and there is no assurance that we will be able to refinance those obligations as they become due.

As of November 1, 2023, our borrowings from Juvenescence under various loans and accrued origination fees totaled approximately \$3.4 million. The outstanding balances of those loans will become due and payable as follows: approximately \$2.7 million on February 14, 2024 under the Secured Note and \$692,800 on March 13, 2026 under the \$10 Million Secured Note. During November 2023, we entered into an amendment of the Secured Note pursuant to which we may borrow up to an additional \$4,400,000 from Juvenescence. Our obligations under the Secured Note and \$10 Million Secured Note are collateralized by all of our assets, including the shares of common stock we hold in subsidiaries ReCyte Therapeutics, Reverse Bio, and UniverXome Bioengineering, Inc., under the terms of the Security Agreement, and those subsidiaries have guaranteed our obligations under the Secured Note, as amended, and have granted a security interest in their respective assets to Juvenescence pursuant to the Security Agreement to secure those obligations. If an Event of Default, as defined in the Secured Note or the \$10 Million Secured Note, were to occur Juvenescence could foreclose on its security interest and sell our assets and the assets of those subsidiaries to satisfy the unpaid principal balances of those loans plus certain loan origination fees and costs incurred in connection with the Event of Default and the foreclosure and sale of the assets. As a result, we and those subsidiaries could lose some or all of our respective assets, leaving few if any assets available for the operation of our business or the businesses of our subsidiaries, or for sale for the benefit of our stockholders through a winding up of our affairs and liquidation of our assets.

The development and commercialization of new drugs to address obesity and type 2 diabetes may substantially limit or eliminate the prospects for AgeX's prospective AGEX-BAT1 product.

A number of new GLP-1 receptor agonist drugs, including Mounjaro, Ozempic, Rybelsus, and Trulicity for treating type 2 diabetes, and Wegovy and Zepbound for weight management, have entered the market. Ozempic is also being used off label for weight loss. The attention and acceptance that these new drugs have attained in the medical field for the treatment of type 2 diabetes and chronic weight management may substantially limit or eliminate the prospects for developing and commercializing any product based on AGEX-BAT1, brown adipose tissue, for those uses. Although the GLP-1 receptor agonist drugs may in certain patients be contraindicated, carry unacceptable medical risks, lead to intolerable side effects, or may not be

satisfactorily effective, it is not clear whether those patients would constitute a large enough market for an alternative therapy to warrant the time and expense of developing AGEX-BAT1 for the uses addressed by the products currently on the market. Further, it is likely that the administration of a AGEX-BAT1 cell therapy product would entail a surgical implant procedure which would be expensive and would pose risks to the patient related to the surgical procedure that are not faced by users of the injectable or pill GLP-1 receptor agonist drugs currently on the market.

Unless AgeX common stock continues to be listed on a national securities exchange, AgeX will become subject to the so-called “penny stock” rules that impose restrictive sales practice requirements.

On November 17, 2021, we received a letter (the “Deficiency Letter”) from the staff of the NYSE American indicating that AgeX did not meet certain of the NYSE American continued listing standards as set forth in Section 1003(a)(i) of the NYSE American Company Guide in that we had stockholders’ equity of less than \$2,000,000 and had incurred losses from continuing operations and/or net losses during our two most recent fiscal years. Pursuant to Section 1009 of the NYSE American Company Guide and as provided in the Deficiency Letter provided, we provided the NYSE American staff with a plan (the “Compliance Plan”) advising the NYSE American staff of action we had taken and will take that would bring AgeX into compliance with the NYSE American continued listing standards. The NYSE American staff accepted our Compliance Plan but later required us to revise the Compliance Plan as we remained out of listing compliance. On November 22, 2022, we received a notification from the staff of the NYSE American indicating that the NYSE American accepted our revised listing Compliance Plan and granted us an extension of time to regain compliance with the NYSE American continued listing standards as set forth in Section 1003(a)(i) and (ii) of the NYSE American Company Guide by increasing our stockholders equity to not less than \$4,000,000. On May 17, 2023, we received a notice from the staff of the NYSE American indicating that they intend to commence proceedings to delist AgeX common stock from the NYSE American based upon AgeX’s non-compliance with the stockholders’ equity requirements set forth in Sections 1003(a)(i), (ii) and (iii) of the NYSE American Company Guide by the end of a compliance plan period that expired on May 17, 2023. Specifically, AgeX did not meet the continued listing standards because it had stockholders equity of less than (A) \$2,000,000 and has incurred losses from continuing operations and/or net losses during its two most recent fiscal years, (B) \$4,000,000 and had incurred losses from continuing operations and/or net losses during three out of four of its most recent fiscal years, and (C) \$6,000,000 or more and had reported losses from continuing operations and/or net losses in its five most recent fiscal years. On May 24, 2023, AgeX filed a request for a review of the delisting determination by a committee of the board of directors of the NYSE American. On May 31, 2023, AgeX received a notice from the staff of the NYSE American which scheduled a hearing for July 25, 2023. On July 24, 2023, AgeX issued shares of AgeX Series A Preferred Stock and AgeX Series B Preferred Stock to Juvenescence in exchange for the extinguishment of \$36 million of indebtedness owed to Juvenescence with the intent of adding \$36 million to stockholders equity and returning AgeX to compliance with the NYSE American continued listing standards. However, upon subsequent consideration in consultation with our registered independent public accountants it was determined that, in accordance with applicable guidance to GAAP, the deemed liquidation preference provisions of the Preferred Stock could be considered contingent redemption provisions that are not solely within AgeX’s control, requiring that the Preferred Stock be presented outside of permanent equity in the mezzanine section of our condensed consolidated balance sheets for the three and nine months ended September 30, 2023 included in this Report. To address this issue, the applicable deemed liquidation provision of the Preferred Stock has been amended so that the Preferred Stock will now qualify as permanent equity. See Note 12, *Subsequent Events*. We have informed the NYSE American of the accounting issue and the remedy that we have implemented and we believe we are now in compliance with their continued listing standards.

If we are unable to maintain the listing of AgeX common stock on the NYSE American or another national securities exchange, AgeX common stock could become subject to the so-called “penny stock” rules if the shares have a market value of less than \$5.00 per share. The SEC has adopted regulations that define a penny stock to include any stock that has a market price of less than \$5.00 per share, subject to certain exceptions, including an exception for stock traded on a national securities exchange. The SEC regulations impose restrictive sales practice requirements on broker-dealers who sell penny stocks to persons other than established customers and accredited investors. An accredited investor generally is a person whose individual annual income exceeded \$200,000, or whose joint annual income with a spouse exceeded \$300,000 during the past two years and who expects their annual income to exceed the applicable level during the current year, or a person with net worth in excess of \$1.0 million, not including the value of the investor’s principal residence and excluding mortgage debt secured by the investor’s principal residence up to the estimated fair market value of the home, except that any mortgage debt incurred by the investor within 60 days prior to the date of the transaction shall not be excluded from the determination of the investor’s net worth unless the mortgage debt was incurred to acquire the residence. For transactions covered by this rule, the broker-dealer must make a special suitability determination for the purchaser and must have received the purchaser’s written consent to the transaction prior to sale. This means that if we are unable maintain the listing of AgeX common stock on a national securities exchange, the ability of stockholders to sell their AgeX common stock in the secondary market could be adversely affected.

If a transaction involving a penny stock is not exempt from the SEC’s rule, a broker-dealer must deliver a disclosure schedule relating to the penny stock market to each investor prior to a transaction. The broker-dealer also must disclose the commissions payable to both the broker-dealer and its registered representative, current quotations for the penny stock, and, if the broker-dealer is the sole market-maker, the broker-dealer must disclose this fact and the broker-dealer’s presumed control over the market. Finally, monthly statements must be sent disclosing recent price information for the penny stock held in the customer’s account and information on the limited market in penny stocks.

Enacted and future healthcare legislation, including the Affordable Care Act (ACA), may increase the difficulty and cost of obtaining marketing approval and commercializing our product candidates and may affect the prices we may set.

In the United States, the European Union and other jurisdictions, there have been, and we expect there will continue to be, a number of legislative and regulatory changes and proposed changes to the healthcare system that could affect our future results of operations. As a result of the adoption of the ACA in the United States, substantial changes have been made to the system for paying for healthcare in the United States. Certain provisions related to cost-savings and reimbursement measures could adversely affect our future financial performance. For example, among the provisions of the ACA, those of greatest importance to the biopharmaceutical industry includes the following:

- an annual, non-deductible fee payable by any entity that manufactures or imports certain branded prescription drugs and biologic agents (other than those designated as orphan drugs), which is apportioned among these entities according to their market share in certain government healthcare programs;
- new requirements to report certain financial arrangements with physicians and teaching hospitals, including reporting “transfers of value” made or distributed to prescribers and other healthcare providers and reporting investment interests held by physicians and their immediate family members;
- a new methodology by which rebates owed by manufacturers under the Medicaid Drug Rebate Program are calculated for drugs that are inhaled, infused, instilled, implanted or injected;
- expansion of eligibility criteria for Medicaid programs by, among other things, allowing states to offer Medicaid coverage to certain individuals with income at or below 133% of the federal poverty level, thereby potentially increasing a manufacturer’s Medicaid rebate liability;
- a licensure framework for follow on biologic products;
- a new Patient-Centered Outcomes Research Institute to oversee, identify priorities in, and conduct comparative clinical effectiveness research, along with funding for such research; and

- establishment of a Center for Medicare Innovation at the Centers for Medicare & Medicaid Services, or CMS, to test innovative payment and service delivery models to lower Medicare and Medicaid spending, potentially including prescription drug spending.

The ACA has been subject to revision and to judicial, congressional, and executive challenges. As a result of tax reform legislation passed in December 2017, the requirement that all individuals maintain health insurance coverage or pay a penalty, referred to as the "individual mandate" was eliminated effective January 1, 2019. According to the Congressional Budget Office, the repeal of the individual mandate will cause 13 million fewer Americans to be insured in 2027 and premiums in insurance markets may rise.

The costs of prescription pharmaceuticals in the United States have also been the subject of considerable debate, and new legislative and administrative measures could be implemented to address such costs. To date, there have been several recent U.S. congressional inquiries and proposed state and federal legislation designed to, among other things, improve transparency in drug pricing, review the relationship between pricing and manufacturer patient programs, reduce the costs of drugs under Medicare, and reform government program reimbursement methodologies for drug products. Under recent legislation, starting in 2023 a manufacturer of a drug or biological product covered by Medicare Parts B or D must pay a rebate to the federal government if the product's price increases faster than the rate of inflation. This calculation is made on a drug product by drug product basis and the amount of the rebate owed to the federal government is directly dependent on the volume of a drug product that is paid for by Medicare Parts B or D. Additionally, starting in payment year 2026, CMS will negotiate drug prices annually for a select number of single source Part D drugs without generic or biosimilar competition. CMS will also negotiate drug prices for a select number of Part B drugs starting for payment year 2028. If a drug product is selected by CMS for negotiation, it is expected that the revenue generated from such drug will decrease. The pricing of prescription pharmaceuticals is also subject to governmental control outside the United States. In these other countries, pricing negotiations with governmental authorities can take considerable time after the receipt of marketing approval for a product. To obtain reimbursement or pricing approval in some countries, we may be required to conduct a clinical trial that compares the cost effectiveness of our product candidates to other available therapies. If reimbursement of our products is unavailable or limited in scope or amount, or if pricing is set at unsatisfactory levels, our ability to generate revenues and become profitable could be impaired.

Legislative and regulatory proposals have been made to expand post-approval requirements and restrict sales and promotional activities for approved products. In addition, there have been several recent Congressional inquiries and proposed bills designed to, among other things, bring more transparency to drug pricing, review the relationship between pricing and manufacturer patient programs, reduce the cost of drugs under Medicare and reform government program reimbursement methodologies for drugs. We cannot be sure whether additional legislative changes will be enacted, or whether the FDA regulations, guidance or interpretations will be changed, or what the impact of such changes on the marketing approvals of our product candidates, if any, may be. In addition, increased scrutiny by the U.S. Congress of the FDA's approval process may significantly delay or prevent marketing approval, as well as subject us to more stringent labeling and post-marketing testing and other requirements.

Moreover, payment methodologies may be subject to changes in healthcare legislation and regulatory initiatives. For example, CMS may develop new payment and delivery models, such as bundled payment models. In addition, recently there has been heightened governmental scrutiny over the manner in which manufacturers set prices for their marketed products. We expect that additional U.S. federal healthcare reform measures will be adopted in the future, any of which could limit the amounts that the U.S. federal government will pay for healthcare products and services, which could result in reduced demand for our product candidates or additional pricing pressures.

Individual states in the United States have also become increasingly aggressive in passing legislation and implementing regulations designed to control pharmaceutical and biological product pricing, including price or patient reimbursement constraints, discounts, restrictions on certain product access and marketing cost disclosure and transparency measures, and, in some cases, designed to encourage importation from other countries and bulk purchasing. Legally-mandated price controls on payment amounts by third-party payors or other restrictions could harm our business, results of operations, financial condition and prospects. In addition, regional healthcare authorities and individual hospitals are increasingly using bidding procedures to determine what pharmaceutical products and which suppliers will be included in their prescription drug and other healthcare programs. This could reduce the ultimate demand for our product candidates or put pressure on our product pricing.

In the EU, similar political, economic and regulatory developments may affect our ability to profitably commercialize our product candidates, if approved. In addition to continuing pressure on prices and cost containment measures, legislative developments at the EU or member state level may result in significant additional requirements or obstacles that may increase our operating costs. The delivery of healthcare in the EU, including the establishment and operation of health services and the pricing and reimbursement of medicines, is almost exclusively a matter for national, rather than EU, law and policy. National governments and health service providers have different priorities and approaches to the delivery of health care and the pricing and reimbursement of products in that context. In general, however, the healthcare budgetary constraints in most EU member states have resulted in restrictions on the pricing and reimbursement of medicines by relevant health service providers. Coupled with ever-increasing EU and national regulatory burdens on those wishing to develop and market products, this could prevent or delay marketing approval of our product candidates, restrict or regulate post-approval activities and affect our ability to commercialize our product candidates, if approved.

In markets outside of the United States and EU, reimbursement and healthcare payment systems vary significantly by country, and many countries have instituted price ceilings on specific products and therapies.

We cannot predict the likelihood, nature or extent of government regulation that may arise from future legislation or administrative action in the United States, the EU or any other jurisdiction. If we or any third parties we may engage are slow or unable to adapt to changes in existing requirements or the adoption of new requirements or policies, or if we or such third parties are not able to maintain regulatory compliance, our product candidates may lose any regulatory approval that may have been obtained and we may not achieve or sustain profitability.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds

Previously reported.

Item 3. Default Upon Senior Securities

None.

Item 4. Mine Safety Disclosures

Not Applicable.

Item 5. Other Information

Increase in Secured Note Line of Credit

On November 9, 2023, AgeX and Juvenescence entered into an Allonge and Fifth Amendment to Amended and Restated Convertible Promissory Note (the "Fifth Amendment") that increases the amount of the line of credit available to AgeX by \$4,400,000, subject to the terms of the Secured Note and Juvenescence's discretion to approve and fund each of AgeX's future draws of that additional amount of credit. Concurrently with the execution of the Fifth Amendment, AgeX also entered into an additional Pledge Agreement to add shares of a subsidiary to the collateral under the Security Agreement, and AgeX's subsidiaries ReCyte, Reverse Bio, and UniverXome each entered into a Guaranty Agreement and Joinder Agreement pursuant to which each of them agreed to guaranty AgeX's obligations to Juvenescence pursuant to the Secured Note, as amended by the Fifth Amendment, and to grant Juvenescence a security interest in their respective assets pursuant to the Security Agreement to secure their obligations to Juvenescence.

Amendment to Preferred Stock and Remediation of Stock Exchange Listing Deficiency

On July 24, 2023, AgeX issued shares of AgeX Series A Preferred Stock and AgeX Series B Preferred Stock to Juvenescence in exchange for the extinguishment of \$36 million of indebtedness owed to Juvenescence with the intent of adding \$36 million to stockholders equity to eliminate a stockholders equity deficiency that caused AgeX to be out of compliance with the NYSE American continued listing standards. However, upon subsequent consideration in consultation with AgeX's independent registered public accountants, AgeX determined that, in accordance with applicable guidance to GAAP, the deemed liquidation preference provisions of the Preferred Stock could be considered contingent redemption provisions that are not solely within AgeX's control, requiring that the Preferred Stock be presented outside of permanent equity in the mezzanine section of the condensed consolidated balance sheets for the three and nine months ended September 30, 2023. To comply with the NYSE American listing requirement by permitting the Preferred Stock to qualify now as permanent equity, on November 7, 2023 Section 3(b) of the terms of the Series A Preferred Stock and Series B Preferred Stock was amended (i) to clarify that certain change of control or disposition of asset transactions would be treated as a deemed liquidation if the applicable transaction is approved by the Board of Directors or stockholders of AgeX, and (ii) to provide that in case of such a deemed liquidation transaction holders of Preferred Stock would receive the same type of consideration as that distributed or paid to holders of AgeX common stock. AgeX has informed the NYSE American of the accounting issue and the remedy that has been implemented and AgeX believes it is in compliance with NYSE American's continued listing standards.

This discussion of the amendment of the Series A Preferred Stock and Series B Preferred Stock is a summary only and is qualified in all respects by the full terms Section 3(b) as amended and included in the Amended and Restated Certificate of Designation of Series A Preferred Stock filed as Exhibit 4.1 and the Amended and Restated Certificate of Designation of Series B Preferred Stock filed as Exhibit 4.2 to this Report, which Exhibits are incorporated herein by reference.

Termination of License and Sublicence

On November 9, 2023, AgeX sent a notice to the licensee and the sublicensees of patent rights for certain uses of HyStem® hydrogel products, informing them that AgeX was exercising its rights to terminate, respectively: (i) a License Agreement, dated August 17, 2017, as amended, by and between AgeX and Lineage Cell Therapeutics, Inc. (formerly BioTime, Inc.) and (ii) a Sublicense Agreement, dated August 17, 2017, as amended, by and among AgeX, Lineage Cell Therapeutics, Inc., and OrthoCyte Corporation. The terminations will become effective sixty days after the termination notices were given.

The license agreement and sublicense agreement granted AgeX rights to use certain HyStem® hydrogel patents on a non-exclusive, world-wide, royalty bearing basis, but only for therapeutic uses with (a) cells covered by specified patents related to human embryonic progenitor cell technology, brown adipose fat progenitors, vascular cell progenitors, and human pluripotent stem cell lines and technology, and (b) products covered by specified AgeX iTR patents, and in either case only for use outside the fields of (i) orthopedic indications, (ii) ophthalmological indications, and (iii) medical aesthetics, as defined in the license and sublicense agreements.

AgeX's decision to terminate the license and sublicense was based on certain considerations, including the scope of the rights licensed or sublicensed to AgeX, the extent to which HyStem® was used in AgeX research and development programs, the expected availability of alternative products for use as a cell transplant matrix or for therapeutic molecular iTR drug delivery that could be used in AgeX product development programs, the expiration dates of the licensed and sublicensed patents, and the expected cost of maintaining the license and sublicense rights to use HyStem®, including annual payment obligations and fees that would become payable upon a change of control of AgeX such as the expected Merger with Serina.

Lineage Cell Therapeutics, Inc. ("Lineage") is the original parent corporation of AgeX. OrthoCyte Corporation is a subsidiary of Lineage. HyStem® is a registered trademark of Lineage.

Item 6. Exhibits

Exhibit Number	Description of Document	Incorporation By Reference			
		Form	SEC File No.	Exhibit	Filing Date
2.1†	Agreement and Plan of Merger and Reorganization, dated August 29, 2023, by and among AgeX Therapeutics, Inc., Canaria Transaction Corporation and Serina Therapeutics, Inc.	8-K	001-38519	2.1	8/30/2023
3.1	Certificate of Incorporation, as amended, of AgeX Therapeutics, Inc.	8-K	001-38519	3.1	12/12/2022
3.2	Bylaws of AgeX Therapeutics, Inc.	10-12(b)	001-38519	3.2	6/8/2018
4.1*	Amended and Restated Certificate of Designation of Series A Preferred Stock				
4.2*	Amended and Restated Certificate of Designation of Series B Preferred Stock				
10.1	Exchange Agreement, dated July 21, 2023, between AgeX Therapeutics, Inc. and Juvenescence Limited	8-K	001-38519	10.1	7/21/2023
10.2	Registration Rights Agreement, dated July 21, 2023, between AgeX Therapeutics, Inc. and Juvenescence Limited	8-K	001-38519	10.2	7/21/2023
10.3	Fourth Amendment to Amended and Restated Secured Convertible Promissory Note, executed by AgeX Therapeutics, Inc. and Juvenescence Limited on July 31, 2023	8-K	001-38519	10.1	8/4/2023

10.4	Amendment to Secured Convertible Promissory Note, executed by AgeX Therapeutics, Inc. and Juvenescence Limited on July 31, 2023	8-K	001-38519	10.2	8/4/2023
10.5#†	Transition Services and Separation Agreement, dated August 9, 2023, between AgeX Therapeutics, Inc. and Michael D. West	10-Q	001-38519	10.7	8/14/2023
10.6#	Consulting Agreement, dated August 9, 2023, between AgeX Therapeutics, Inc. and Joanne Hackett	10-Q	001-38519	10.8	8/14/2023
10.7	Form of AgeX Therapeutics, Inc. Stockholder Support Agreement	8-K	001-38519	10.1	8/30/2023
10.8	Form of Serina Therapeutics, Inc. Stockholder Support Agreement	8-K	001-38519	10.2	8/30/2023
10.9	Form of AgeX Therapeutics, Inc. Lock-Up Agreement	8-K	001-38519	10.3	8/30/2023
10.10	Form of Serina Therapeutics, Inc. Lock-Up Agreement	8-K	001-38519	10.4	8/30/2023
10.11	Letter Agreement, dated August 29, 2023, by and among AgeX Therapeutics, Inc., Serina Therapeutics, Inc. and Juvenescence Limited	8-K	001-38519	10.5	8/30/2023
10.12*#†	Amendment to Transition Services and Separation Agreement, dated October 31, 2023, between AgeX Therapeutics, Inc. and Michael D. West				
10.13*	Allonge and Fifth Amendment to Amended and Restated Convertible Promissory Note, dated November 9, 2023, between AgeX Therapeutics, Inc. and Juvenescence Limited				
10.14*†	Form of Pledge Agreement by AgeX Therapeutics, Inc.				
10.15*	Guaranty Agreement, dated November 9, 2023, between Reverse Bioengineering, Inc., ReCyte Therapeutics, Inc., UniverXome Bioengineering, Inc. and Juvenescence Limited				
10.16*†	Joinder Agreement, dated November 9, 2023, between Reverse Bioengineering, Inc., ReCyte Therapeutics, Inc., UniverXome Bioengineering, Inc., AgeX Therapeutics, Inc. and Juvenescence Limited				
31*	Rule 13a-14(a)/15d-14(a) Certification				
32**	Section 1350 Certification				
101.INS	Inline XBRL Instance Document (the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document)				
101.SCH*	Inline XBRL Taxonomy Extension Schema				
101.CAL*	Inline XBRL Taxonomy Extension Calculation Linkbase				
101.DEF*	Inline XBRL Taxonomy Extension Definition Document				
101.LAB*	Inline XBRL Taxonomy Extension Label Linkbase				
101.PRE*	Inline XBRL Taxonomy Extension Presentation Linkbase				
104	Cover Page Interactive Data File (formatted as inline XBRL and contained in Exhibit 101)				

* Filed herewith

** Furnished herewith

Management contract or compensatory plan.

† Certain schedules and exhibits to this agreement have been omitted in accordance with Item 601(b)(2) of Regulation S-K. A copy of any omitted schedule and/or exhibit will be furnished to the Securities and Exchange Commission on request.

SIGNATURES

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

AGEX THERAPEUTICS, INC.

Date: November 14, 2023

/s/ Joanne M. Hackett

Joanne M. Hackett
Interim Chief Executive Officer

Date: November 14, 2023

/s/ Andrea E. Park

AGEX THERAPEUTICS, INC.

AMENDED AND RESTATED
CERTIFICATE OF DESIGNATION OF
SERIES A PREFERRED STOCK, SETTING FORTH THE POWERS,
PREFERENCES, RIGHTS, QUALIFICATIONS, LIMITATIONS AND
RESTRICTIONS OF SUCH SERIES OF PREFERRED STOCK

Pursuant to Section 242 of the Delaware General Corporation Law, AgeX Therapeutics, Inc., a Delaware corporation (the “Corporation”), DOES HEREBY CERTIFY:

The Certificate of Incorporation of the Corporation, as amended, of the Corporation confers upon the Board of Directors of the Corporation (the “Board of Directors”) the authority to provide for the issuance of shares of preferred stock in series and to establish the number of shares to be included in each such series and to fix the powers, designations, preferences and rights of the shares of each such series and any qualifications, limitations or restrictions thereof.

On July 21, 2023, the Board of Directors duly adopted a resolution creating a series of preferred stock designated as the Series A Preferred Stock, comprised initially of 211,600 shares, and a Certificate of Designation for such Series A Preferred Stock was filed with the Secretary of State of Delaware on July 24, 2023 (the “Certificate of Designation”).

Pursuant to Section 242 of the Delaware General Corporation Law (a) on November 7, 2023, the Board of Directors approved and adopted certain resolutions for purposes of amending certain of the powers, designations, preferences and rights of the shares of Series A Preferred Stock and qualifications, limitations or restrictions thereof (the “Series A Amendment”), and declaring the advisability thereof, and in connection therewith adopted resolutions approving amending and restating the Certificate of Designation in its entirety as set forth herein, and such resolutions have not been modified and are in full force and effect on the date hereof, and (b) on November 7, 2023, the holder of all of the outstanding shares of Series A Preferred Stock approved by written consent the Series A Amendment and this amended and restated Certificate of Designation.

RESOLVED, that pursuant to the authority vested in the Board of Directors of the Corporation by Article 4 of the Corporation’s Certificate of Incorporation, as amended, a series of Preferred Stock of the Corporation is created out of the authorized but unissued Preferred Stock of the Corporation, such series to be designated Series A Convertible Preferred Stock (the “Series A Preferred Stock”), to consist of 211,600 shares, par value \$0.0001 per share.

1. Certain Definitions. Unless the context otherwise requires, the terms defined in this Section 1 shall have, for all purposes of this resolution, the meanings herein specified.

Applicable Exchange means NYSE American stock exchange or any other national securities exchange on which the Common Stock is listed.

Board of Directors means the Board of Directors of the Corporation.

Business Day means any day other than a Saturday, Sunday, or day on which banks in California or New York are required or permitted to close.

Common Stock means shares of common stock, par value \$0.0001 per share, and stock of any other class of shares of the Corporation into which such shares may hereafter be reclassified or changed.

Conversion Date has the meaning set forth in Section 4(e) below.

Conversion Price means the price per share at which Common Stock shall be issuable upon conversion of the Series A Preferred Stock, and initially shall be 0.72 per share, subject to the adjustments set forth in Section 4(g).

Corporation means AgeX Therapeutics, Inc., a Delaware corporation.

Fair Value shall have the meaning set forth in Section 4(h) below.

Holder means the person or entity in whose name shares of Series A Preferred Stock are registered on the then most current stock ownership record books of the Corporation.

Junior Stock means (a) for purposes of Section 2 below, the Common Stock and any other class or series of stock of the Corporation not entitled to receive any dividends in any dividend period unless all preferential dividends required to have been paid or declared and set apart for payment on the Preferred Stock shall have been so paid or declared and set apart for payment and, (b) for purposes of Section 3 below, the Common Stock and any other class or series of stock of the Corporation not entitled to receive any assets upon the liquidation, dissolution or winding up of the affairs of the Corporation until the Preferred Stock shall have received the entire preferential amount to which such shares of Preferred Stock are entitled upon such liquidation, dissolution or winding up.

Notice of Conversion means a written notice to the Corporation specifying the name and address of the Holder, the number of shares of Series A Preferred Stock to be converted, the number of shares of Series A Preferred Stock owned prior to the particular conversion, the number of shares of Common Stock owned prior to the particular conversion, and the date on which such conversion is to be effected if such date is other than the date of delivery of the Notice of Conversion (and share certificates evidencing the shares of Series A Preferred Stock being converted in the case of Series A Preferred Stock held in certificated form), which date may not be prior to the date the Notice of Conversion (and share certificates evidencing the Series A Preferred Stock being converted if shares of Series A Preferred Stock are held in certificated form) is delivered to the Corporation.

Parity Stock means (a) for purposes of Section 2 below, Series B Preferred Stock of the Corporation and any other class or series of stock of the Corporation that, with respect to a particular class or series of stock of the Corporation, is entitled to receive payment of dividends on a parity with the referenced class or series of stock, and (b) for purposes of Section 3 below, Series B Preferred Stock of the Corporation and any other class or series of

stock of the Corporation that, with respect to a particular class or series of stock of the Corporation is entitled to receive assets upon the liquidation, dissolution or winding up of the affairs of the Corporation on a parity with the referenced class or series of stock.

Preferred Stock means any class or series of stock of the Corporation ranking senior to the Common Stock in respect of the right to receive dividends or in respect of the right to receive assets upon the liquidation, dissolution or winding up of the affairs of the Corporation.

Senior Stock means (a) for purposes of Section 2 below, any class or series of stock of the Corporation that is entitled to receive dividends before any dividends are paid to the Series A Preferred Stock, and, (b) for purposes of Section 3 below, any class or series of stock of the Corporation that is entitled to receive assets upon the liquidation, dissolution or winding up of the affairs of the Corporation before any assets are distributed to the Series A Preferred Stock.

Series A Preferred Stock means the Series A Convertible Preferred Stock of the Corporation.

Subscription Price means One Hundred Dollars (\$100.00) per share of Series A Preferred Stock subject to proportional adjustment for any stock split, reverse stock split, stock dividend, combination, recapitalization or the like with respect to Series A Preferred Stock.

Subsidiary means any corporation of which shares of stock possessing at least a majority of the general voting power in electing the board of directors are, at the time as of which any determination is being made, owned by the Corporation, whether directly or indirectly through one or more corporations or other business entities.

2. Dividends. The Holders of Series A Preferred Stock shall not be entitled to receive any dividends whether payable in cash or in other property.

3. Distributions Upon Liquidation, Dissolution or Winding Up.

(a) In the event of any voluntary or involuntary liquidation, dissolution or other winding up of the affairs of the Corporation, subject to the preferences and other rights of any Senior Stock, before any assets of the Corporation shall be distributed to holders of Common Stock or other Junior Stock, all of the assets of the Corporation available for distribution to stockholders shall be distributed among the holders of Series A Preferred Stock and Parity Stock, in proportion to the number of shares of Series A Preferred Stock and Parity Stock held by each such holder as of the record date for the determination of holders of Series A Preferred Stock and Parity Stock entitled to receive such distribution, until the Corporation shall have distributed to such holders of Series A Preferred Stock and Parity Stock with respect to each share of Series A Preferred Stock or Parity Stock an amount of assets having a value equal to the Subscription Price per share. If the assets of the Corporation shall be insufficient to pay in full such amounts, then the entire assets to be distributed to the holders of Series A Preferred Stock and Parity Stock shall be ratably distributed among such holders in accordance with the immediately preceding sentence.

(b) The (i) acquisition of the Corporation by another entity by means of a reorganization, merger, or consolidation approved by the Board of Directors or the stockholders of the Corporation, in which the stockholders of the Corporation immediately before such transaction do not own a majority of the outstanding stock of the surviving or acquiring corporation upon completion of such transaction, or (ii) a sale of all or substantially all of the assets of the Corporation in a single transaction or series of related transactions, shall be deemed a liquidation under this Section (a "Deemed Liquidation"). In the case of a Deemed Liquidation event pursuant to which shares of Common Stock shall be converted into cash, securities or other property or assets (including any combination thereof) (the "Liquidation Consideration"), a holder of shares of Series A Preferred Stock shall receive, in the amount and manner provided in Section 3(a), the kind of Liquidation Consideration that holders of Common Stock would otherwise be entitled to receive in such Deemed Liquidation. In the event that holders of shares of Common Stock have the opportunity to elect the form of consideration to be received in the Deemed Liquidation Event, the consideration that the holders of shares of Series A Preferred Stock shall receive shall be the form of consideration elected by the holders of the shares of Common Stock who participate in the determination.

4. Conversion Rights. The Series A Preferred Stock shall be convertible into Common Stock as follows:

(a) Conversion at Option of Holder. Subject to and upon compliance with the provisions of this Section 4, the Series A Preferred Stock shall be convertible at the election of the Holder thereof into a number of fully paid and nonassessable shares of Common Stock determined in accordance with subparagraph (d) of this Section 4, at any time and from time to time.

(b) Automatic Conversion. Each outstanding share of Series A Preferred Stock shall automatically be converted, without any further act of the Corporation or its stockholders, into fully paid and nonassessable Common Stock at the Conversion Price then in effect (the "Automatic Conversion") upon the earliest of:

(i) Automatic Conversion Date. The earlier of (x) the date on which the Company or a Subsidiary shall have consummated a merger with Serina Therapeutics, Inc., an Alabama corporation, or a subsidiary thereof; and (y) February 1, 2024; and

(ii) Vote. The Holders of at least a majority of the outstanding shares of the Series A Preferred Stock approve or consent to the Automatic Conversion.

(c) Valid Issuance. All Common Stock issued upon conversion of the Series A Preferred Stock will, upon issuance by the Corporation, be duly authorized and validly issued, fully paid and nonassessable and free from all taxes, liens and charges with respect to the issuance thereof, and the Corporation shall take no action or fail to take any action which will cause a contrary result.

(d) Number of Shares Issuable Upon Conversion. Each share of Series A Preferred Stock shall be converted into the number of shares of Common Stock determined by dividing (x) a number equal to the number of dollars and cents comprising the Subscription Price, by (y) a number equal to the number of dollars and cents comprising the Conversion Price in effect on the Conversion Date.

(e) Mechanics of Conversion. The Holder of any Series A Preferred Stock may exercise the conversion right specified in paragraph (a) of this Section 4 by surrendering to the Secretary of the Corporation or any transfer agent of the Corporation the certificate or certificates for the shares to be converted, if such shares are certificated, accompanied by a Notice of Conversion. Upon the occurrence of the event specified in paragraph (b) of this Section 4, the outstanding Series A Preferred Stock shall be converted automatically without any further action by the Holder of such shares and whether or not the certificates representing such shares are surrendered to the Corporation or its transfer agent. Conversion shall be deemed to have been effected on the date when delivery of a Notice of Conversion and certificates for shares to be converted is made in the case of conversion under

paragraph (a) of this Section 4 if Series A Preferred Stock is issued in certificated form, or on the date of the event specified in paragraph (b) of this Section 4, and such date is referred to herein as the "Conversion Date." Subject to the provisions of subparagraph (g)(ii) of this Section 4, as promptly as practicable thereafter (and after surrender of the certificate or certificates evidencing Series A Preferred Stock to the Corporation or any transfer agent of the Corporation, if applicable) the Corporation shall issue and deliver to or upon the written order of such Holder a certificate or certificates for the number of shares of Common Stock to which such Holder is entitled and a check or cash with respect to any fractional interest in any share of Common Stock as provided in paragraph (f) of this Section 4. Subject to the provisions of subparagraph (g)(ii) of this Section 4, the person in whose name the certificate or certificates for Common Stock are to be issued shall be deemed to have become a holder of record of such Common Stock on the applicable Conversion Date. Upon conversion of only a portion of the number of shares covered by a certificate representing Series A Preferred Stock surrendered for conversion (in the case of conversion pursuant to paragraph (a) of this Section 4), as applicable, the Corporation shall issue and deliver to or upon the written order of the Holder of the certificate so surrendered for conversion, at the expense of the Corporation, a new certificate covering the number of shares of Series A Preferred Stock representing the unconverted portion of the certificate so surrendered, if such shares are to be held in certificated form. Notwithstanding the foregoing, the Corporation shall not be obligated to issue to any Holder of Series A Preferred Stock certificates evidencing the Common Stock issuable upon such conversion unless certificates evidencing the Series A Preferred Stock are delivered to either the Corporation or any transfer agent of the Corporation if such shares of Series A Preferred Stock are held in certificated form. No medallion guarantee (or other type of guarantee or notarization) of any Notice of Conversion shall be required.

(f) Fractional Shares. No fractional share of Common Stock or scrip shall be issued upon conversion of Series A Preferred Stock. If more than one share of Series A Preferred Stock shall be surrendered for conversion at any one time by the same holder, the number of shares of Common Stock issuable upon conversion thereof shall be computed on the basis of the aggregate number of shares of Series A Preferred Stock so surrendered. Instead of any fractional share of Common Stock which would otherwise be issuable upon conversion of any Series A Preferred Stock, the Corporation shall pay a cash adjustment in respect of such fractional interest in an amount equal to that fractional interest at the then Fair Value.

(g) Conversion Price and Subscription Price Adjustments. If the Corporation shall (A) declare a dividend or make a distribution on its Common Stock in shares of Common Stock, (B) subdivide or reclassify the outstanding Common Stock into a greater number of shares, or (C) combine or reclassify the outstanding Common Stock into a smaller number of shares, the Conversion Price in effect at the time of the record date for such dividend or distribution or the effective date of such subdivision, combination or reclassification shall be proportionately adjusted. Successive adjustments in the Conversion Price shall be made whenever any event specified above shall occur. If the Corporation shall (A) declare a dividend or make a distribution on the Series A Preferred Stock in shares of Series A Preferred Stock, (B) subdivide or reclassify the outstanding Series A Preferred Stock into a greater number of shares, or (C) combine or reclassify the outstanding Series A Preferred Stock into a smaller number of shares, the Subscription Price in effect at the time of the record date for such dividend or distribution or the effective date of such subdivision, combination or reclassification shall be proportionately adjusted. Successive adjustments in the Conversion Price or Subscription Price shall be made whenever any event specified above shall occur.

(i) Rounding of Calculations; Minimum Adjustment. All calculations under this Section 4(g) shall be made to the nearest cent or to the nearest one hundredth (1/100th) of a share, as the case may be. Any provision of this Section 4 to the contrary notwithstanding, no adjustment in the Conversion Price shall be made if the amount of such adjustment would be less than one percent (1%) of the Conversion Price, but any such amount shall be carried forward and an adjustment with respect thereto shall be made at the time of and together with any subsequent adjustment which, together with such amount and any other amount or amounts so carried forward, shall aggregate one percent (1%) of the Conversion Price or more. Notwithstanding the foregoing, the Board of Directors may elect at any time to make an adjustment otherwise required under this Section 4(g) of less than one percent (1%).

(ii) Timing of Issuance of Additional Common Stock Upon Certain Adjustments. In any case in which the provisions of this Section 4(g) require that an adjustment shall become effective immediately after a record date for an event, the Corporation may defer until the occurrence of such event (A) issuing to the Holder of any Series A Preferred Stock converted after such record date and before the occurrence of such event the additional Common Stock issuable upon such conversion by reason of the adjustment required by such event over and above the Common Stock issuable upon such conversion before giving effect to such adjustment, and (B) paying to such Holder any amount of cash in lieu of a fractional share of Common Stock pursuant to paragraph (h) of this Section 4; provided that the Corporation upon request shall deliver to such Holder a due bill or other appropriate instrument evidencing such Holder's right to receive such additional shares, and such cash, upon the occurrence of the event requiring such adjustment.

(h) Fair Value. The "Fair Value" per share of Common Stock for any date shall be determined by the Board of Directors as follows:

(i) If the Common Stock is listed on a national securities exchange, the Fair Value shall be the average of the last reported sale price of the Common Stock on such exchange, for the last twenty consecutive trading days prior to such date; or

(ii) If the Common Stock is not listed on a national securities exchange but prices for the Common Stock are reported on an interdealer automated quotation system, the Fair Value shall be the average of the daily high and low sales prices reported on such system during the last twenty consecutive trading days prior to such date; or

(iii) If the prices for the Common Stock cannot be determined under Section 4(h)(i) or Section 4(h)(ii), the Fair Value shall be an amount determined in such reasonable manner as may be prescribed by the Board of Directors in good faith, irrespective of any accounting treatment.

(i) Statement Regarding Adjustments. Whenever the Conversion Price or Subscription Price shall be adjusted as provided in paragraph (g) of this Section 4, the Corporation shall forthwith file, at the principal office of the Corporation, a statement showing in detail the facts requiring such adjustment and the Conversion Price or Subscription Price that shall be in effect after such adjustment, and the Corporation shall also cause a copy of such statement to be sent to each Holder in the manner for giving notices as provided herein. Where appropriate, such copy may be given in advance and may be included as part of a notice required to be mailed under the provisions of paragraph (j) of this Section 4.

(j) Notice to Holders of Series A Preferred Stock. If (i) the Corporation shall declare a dividend (or any other distribution in whatever form) on the Common Stock, (ii) the Corporation shall declare a redemption of the Common Stock, (iii) the Corporation shall authorize the granting to all holders of the Common Stock of rights or warrants to subscribe for or purchase any shares of capital stock of any class or of any rights, (iv) the approval of any stockholders of the Corporation shall be required in connection with any reclassification of the Common Stock, any consolidation or merger to which the Corporation is a party, any sale or transfer of all or substantially all of the assets of the Corporation (and all of its Subsidiaries, taken as a whole), or any compulsory share exchange whereby the Common Stock is converted into other securities, cash or property, or (v) a voluntary or involuntary liquidation, dissolution or other winding up of the affairs of the Corporation shall be authorized, in each case, the Corporation shall cause to be sent to each Holder of Series A Preferred Stock at the last address of such Holder as it shall appear upon the stock books of the Corporation, at least twenty (20) calendar days prior to the applicable record or effective date hereinafter specified, a notice stating (A) the date on which a record is to be taken for the purpose of such dividend, distribution, redemption, rights or warrants, or if a record is not to be taken, the date as of which the holders of the Common Stock of record to be entitled to such dividend, distributions, redemption, rights or warrants are to be determined, or (B) the date on which such reclassification, consolidation, merger, sale, transfer or share exchange is expected to become effective or close, and the date as of which it is expected that holders of

the Common Stock of record shall be entitled to exchange their shares of the Common Stock for securities, cash or other property deliverable upon such reclassification, consolidation, merger, sale, transfer or share exchange, and (C) the amount of such dividend, distribution, redemption, rights or warrants per share to be distributed to holders of Common Stock; provided that the failure to deliver such notice or any defect therein or in the content, sending, or delivery of such notice shall not affect the validity of the corporate action required to be specified in such notice.

(k) Costs. The Corporation shall pay all documentary, stamp, transfer or other transaction taxes, if any, attributable to the issuance or delivery of Common Stock upon conversion of, any Series A Preferred Stock; provided that the Corporation shall not be required to pay any taxes which may be payable in respect of any transfer involved in the issuance or delivery of any certificate for such shares in a name other than that of the Holder of the Preferred Stock in respect of which such shares are being issued.

(l) Reservation of Shares. So long as any Series A Preferred Stock remain outstanding, the Corporation shall reserve at all times free from preemptive rights, out of its authorized but unissued Common Stock, solely for the purpose of effecting the conversion of the Series A Preferred Stock, sufficient Common Stock to provide for the conversion of all outstanding Series A Preferred Stock; and if at any time the number of authorized but unissued shares of Common Stock shall not be sufficient to effect the conversion of all then outstanding shares of Series A Preferred Stock, the Corporation will take such corporate action as may, in the opinion of counsel, be necessary to increase its authorized but unissued shares of Common Stock to such number of shares as shall be sufficient for such purposes, including, without limitation, engaging in best efforts to obtain the requisite stockholder approval of any necessary amendment to, as applicable, this Certificate of Designation or the Corporation's Certificate of Incorporation.

5. Voting Rights. The following matters shall require the approval of the holders of a majority of the Series A Preferred Stock then outstanding, voting as a separate class: (i) creation of any Preferred Stock ranking as Senior Stock to the Series A Preferred Stock with respect to liquidation preferences; (ii) repurchase of any shares of Junior Stock except shares issued pursuant to or in connection with a compensation or incentive plan or agreement approved by the Board of Directors for any officers, directors, employees or consultants of the Corporation; (iii) any sale, conveyance, or other disposition of all or substantially all the Corporation's property or business, or any liquidation or dissolution of the Corporation, or a merger into or consolidation with any other corporation (other than a wholly-owned Subsidiary corporation) but only to the extent that the Delaware General Corporation Law, as the same may be amended from time to time, requires that such transaction be approved by each class or series of Preferred Stock; (iv) any adverse change in the powers, preferences and rights of, and the qualifications, limitations or restrictions on, the Series A Preferred Stock; or (v) any amendment of the Corporation's Certificate of Incorporation or Bylaws that results in any adverse change in the powers, preferences and rights of, and the qualifications, limitations or restrictions on, the Series A Preferred Stock; provided, that nothing in this paragraph shall restrict or limit the rights and powers of the Board of Directors to fix by resolution the rights, preferences, and privileges of, and restrictions and limitations on, stock ranking as Parity Stock or Junior Stock to Series A Preferred Stock. Except as may otherwise be required by the Delaware General Corporation Law, as the same may be amended from time to time, the Series A Preferred Stock shall have no other voting rights.

6. Exclusion of Other Rights. Except as may otherwise be required by law, the Series A Preferred Stock shall not have any powers, preferences and rights of, and the qualifications, limitations or restrictions other than those specifically set forth herein and in the Corporation's Certificate of Incorporation.

7. Notices. Any and all notices or other communications or deliveries to be provided by the Holders, including, without limitation, any Notice of Conversion, shall be in writing and delivered personally or sent by a U.S. nationally recognized next Business Day courier service addressed to the Corporation at its principal executive office to the attention of the Secretary of the Corporation, or sent by e-mail to such e-mail address as the Corporation may specify for such purpose by notice to the Holders delivered in accordance with this Section. Any and all notices or other communications or deliveries to be provided by the Corporation hereunder to a Holder shall be in writing and delivered personally or sent by a U.S. nationally recognized next Business Day courier service or by e-mail addressed to such Holder at the address or e-mail address of such Holder appearing on the books of the Corporation. Any notice or other communication hereunder shall be deemed given and effective on the earliest of (i) the time of transmission, if such notice or communication is delivered by e-mail prior to 5:30 p.m. (New York City time) on any Business Day, (ii) the next Business Day after the time of transmission, if such notice or communication is delivered via e-mail on a day that is not a Business Day or later than 5:30 p.m. (New York City time) on any Business Day, (iii) the second Business Day following the date of deposit for delivery with a U.S. nationally recognized next Business Day courier service, or (iv) upon actual receipt by the party to whom such notice is required to be given.

8. Lost or Mutilated Stock Certificate. If a Holder's Series A Preferred Stock certificate shall be mutilated, lost, stolen or destroyed, the Corporation shall execute and deliver, in exchange and substitution for and upon cancellation of such mutilated certificate, or in lieu of or in substitution for such lost, stolen or destroyed certificate, a new certificate for the shares of Series A Preferred Stock so mutilated, lost, stolen or destroyed, but only upon receipt of evidence, reasonably satisfactory to the Corporation (which shall not include the posting of any bond), of such loss, theft or destruction of such certificate, and of the ownership thereof.

9. Governing Law. The powers, designations, preferences, rights, qualifications, limitations, and restrictions of Series A Preferred Stock, the validity, authorization and issuance of Series A Preferred Stock, and the conversion of Series A Preferred Stock into Common Stock shall be governed by and construed and enforced in accordance with the internal laws of the State of Delaware, without regard to the principles of conflict of laws thereof, and all legal proceedings pursuant or with respect to or concerning such matters (a "Proceeding"), whether brought by or against a Holder or the Corporation any of their respective directors, officers, stockholders, employees or agents, shall be commenced in the state and federal courts sitting in the State of Delaware (the "Delaware Courts"). The Corporation and each Holder irrevocably submits to the exclusive jurisdiction of the Delaware Courts for the adjudication of any Proceeding, and hereby irrevocably waives, and agrees not to assert in any Proceeding any claim that they are not personally subject to the jurisdiction of such Delaware Courts, or such Delaware Courts are an improper or inconvenient venue for such Proceeding. The Corporation and each Holder irrevocably waives personal service of process and consents to process being served in any such Proceeding by mailing a copy thereof via registered or certified mail or overnight delivery (with evidence of delivery) to such party at the address in effect for notices to such party hereunder and agrees that such service shall constitute good and sufficient service of process and notice. Nothing contained herein shall be deemed to limit in any way any right to serve process in any other manner permitted by applicable law. If the Corporation or any Holder shall commence a Proceeding, the prevailing party in such Proceeding shall be reimbursed by the other party for its attorneys' fees and other costs and expenses incurred in the investigation, preparation and prosecution of such Proceeding.

10. Waivers. Any waiver of a breach of any term or provision hereof shall not operate as or be construed to be a waiver of any other breach of such term or provision or of any breach of any other provision hereof or a waiver by any other Holder. The failure of the Corporation or a Holder to insist upon strict adherence to any term or provision hereof on one or more occasions shall not be considered a waiver or deprive that party (or any other Holder) of the right thereafter to insist upon strict adherence to that term or provision or any other term or provision hereof on any other occasion. Any waiver by the Corporation or a Holder must be in writing.

11. Next Business Day. Whenever any notice, payment, action, or performance of any other obligation hereunder shall be due or required on a day other

than a Business Day, such notice, payment, action, or performance shall be given, paid, taken, or performed, as applicable, on the next succeeding Business Day.

12. **Headings of Subdivisions.** The headings of the various subdivisions hereof are for convenience of reference only and shall not affect the interpretation of any of the provisions hereof.

13. **Severability of Provisions.** If any power, preference, right, or qualification of, or limitation or restriction on, the Series A Preferred Stock set forth herein (as the same may be amended from time to time) is invalid, unlawful or incapable of being enforced by reason of any rule of law or public policy, all other powers, preferences rights, qualifications, limitations, and restrictions set forth herein (as the same may be amended from time to time) which can be given effect without the invalid, unlawful or unenforceable power, preference, right, qualification, limitation, or restriction shall, nevertheless, remain in full force and effect, and no power, preference, right, qualification, limitation, or restriction herein set forth shall be deemed dependent upon any other such power, preference, right, qualification, limitation, or restriction unless so expressed herein.

14. **Status of Reacquired Shares.** Shares of Series A Preferred Stock which have been issued and reacquired in any manner or which shall have been converted into Common Stock shall (upon compliance with any applicable provisions of the laws of the State of Delaware) have the status of authorized and unissued Preferred Stock of the Corporation undesignated as to series and may be redesignated as to series and reissued.

15. **Repurchases.** With respect to the Holders of Series A Preferred Stock, any repurchase by the Corporation of its outstanding Common Stock upon exercise of a repurchase option contained in an agreement between the Corporation and one or more of its employees, consultants, officers, directors, employee stock ownership plan trustees, or other persons having a business relationship with the Corporation shall be permissible, and each Holder of Series A Preferred Stock consents to any such repurchases, regardless of any restrictions on such repurchase under the Delaware General Corporation Law.

IN WITNESS WHEREOF, AgeX Therapeutics, Inc. has caused this Amended and Restated Certificate of Designation to be executed this 7th day of November 2023.

AgeX Therapeutics, Inc.

By: /s/ Joanne Hackett

Joanne Hackett,
Interim Chief Executive Officer

AGEX THERAPEUTICS, INC.

AMENDED AND RESTATED
CERTIFICATE OF DESIGNATION OF
SERIES B PREFERRED STOCK, SETTING FORTH THE POWERS,
PREFERENCES, RIGHTS, QUALIFICATIONS, LIMITATIONS AND
RESTRICTIONS OF SUCH SERIES OF PREFERRED STOCK

Pursuant to Section 242 of the Delaware General Corporation Law, AgeX Therapeutics, Inc., a Delaware corporation (the “Corporation”), DOES HEREBY CERTIFY:

The Certificate of Incorporation of the Corporation, as amended, of the Corporation confers upon the Board of Directors of the Corporation (the “Board of Directors”) the authority to provide for the issuance of shares of preferred stock in series and to establish the number of shares to be included in each such series and to fix the powers, designations, preferences and rights of the shares of each such series and any qualifications, limitations or restrictions thereof.

On July 21, 2023, the Board of Directors duly adopted a resolution creating a series of preferred stock designated as the Series B Preferred Stock, comprised initially of 148,400 shares, and a Certificate of Designation for such Series B Preferred Stock was filed with the Secretary of State of Delaware on July 24, 2023 (the “Certificate of Designation”).

Pursuant to Section 242 of the Delaware General Corporation Law (a) on November 7, 2023, the Board of Directors approved and adopted certain resolutions for purposes of amending certain of the powers, designations, preferences and rights of the shares of Series B Preferred Stock and qualifications, limitations or restrictions thereof (the “Series B Amendment”), and declaring the advisability thereof, and in connection therewith adopted resolutions approving amending and restating the Certificate of Designation in its entirety as set forth herein, and such resolutions have not been modified and are in full force and effect on the date hereof, and (b) on November 7, 2023, the holder of all of the outstanding shares of Series B Preferred Stock approved by written consent the Series B Amendment and this amended and restated Certificate of Designation.

RESOLVED, that pursuant to the authority vested in the Board of Directors of the Corporation by Article 4 of the Corporation’s Certificate of Incorporation, as amended, a series of Preferred Stock of the Corporation is created out of the authorized but unissued Preferred Stock of the Corporation, such series to be designated Series B Convertible Preferred Stock (the “Series B Preferred Stock”), to consist of 148,400 shares, par value \$0.0001 per share.

1. Certain Definitions. Unless the context otherwise requires, the terms defined in this Section 1 shall have, for all purposes of this resolution, the meanings herein specified.

19.9% Cap means 7,550,302 shares of Common Stock.

50% Cap means one share less than 50% of the total outstanding shares of Common Stock as of the date on which the 50% Cap is determined.

Applicable Exchange means NYSE American stock exchange or any other national securities exchange on which the Common Stock is listed.

Board of Directors means the Board of Directors of the Corporation.

Business Day means any day other than a Saturday, Sunday, or day on which banks in California or New York are required or permitted to close.

Common Stock means shares of common stock, par value \$0.0001 per share, and stock of any other class of shares of the Corporation into which such shares may hereafter be reclassified or changed.

Conversion Date has the meaning set forth in Section 4(e) below.

Conversion Price means the price per share at which Common Stock shall be issuable upon conversion of the Series B Preferred Stock, and initially shall be \$0.72 per share, subject to the adjustments set forth in Section 4(g).

Corporation means AgeX Therapeutics, Inc., a Delaware corporation.

Fair Value shall have the meaning set forth in Section 4(h) below.

Holder means the person or entity in whose name shares of Series B Preferred Stock are registered on the then most current stock ownership record books of the Corporation.

Junior Stock means (a) for purposes of Section 2 below, the Common Stock and any other class or series of stock of the Corporation not entitled to receive any dividends in any dividend period unless all preferential dividends required to have been paid or declared and set apart for payment on the Preferred Stock shall have been so paid or declared and set apart for payment and, (b) for purposes of Section 3 below, the Common Stock and any other class or series of stock of the Corporation not entitled to receive any assets upon the liquidation, dissolution or winding up of the affairs of the Corporation until the Preferred Stock shall have received the entire preferential amount to which such shares of Preferred Stock are entitled upon such liquidation, dissolution or winding up.

Notice of Conversion means a written notice to the Corporation specifying the name and address of the Holder, the number of shares of Series B Preferred Stock to be converted, the number of shares of Series B Preferred Stock owned prior to the particular conversion, the number of shares of Common Stock owned prior to the particular conversion, and the date on which such conversion is to be effected if such date is other than the date of delivery of the Notice of Conversion (and share certificates evidencing the shares of Series B Preferred Stock being converted in the case of Series B Preferred Stock held in certificated form), which date may not be prior to the date the Notice of Conversion (and share certificates evidencing the Series B Preferred Stock being converted if shares of Series B Preferred Stock are held in certificated form) is delivered to the Corporation.

Parity Stock means (a) for purposes of Section 2 below, the Series A Preferred Stock of the Corporation and any other class or series of stock of the Corporation that, with respect to a particular class or series of stock of the Corporation, is entitled to receive payment of dividends on a parity with the referenced class or series of stock, and (b) for purposes of Section 3 below, the Series A Preferred Stock of the Corporation and any other class or series of stock of the Corporation that, with respect to a particular class or series of stock of the Corporation is entitled to receive assets upon the liquidation, dissolution or winding up of the affairs of the Corporation on a parity with the referenced class or series of stock.

Preferred Stock means any class or series of stock of the Corporation ranking senior to the Common Stock in respect of the right to receive dividends or in respect of the right to receive assets upon the liquidation, dissolution or winding up of the affairs of the Corporation.

Senior Stock means (a) for purposes of Section 2 below, any class or series of stock of the Corporation that is entitled to receive dividends before any dividends are paid to the Series B Preferred Stock, and, (b) for purposes of Section 3 below, any class or series of stock of the Corporation that is entitled to receive assets upon the liquidation, dissolution or winding up of the affairs of the Corporation before any assets are distributed to the Series B Preferred Stock.

Series B Preferred Stock means the Series B Convertible Preferred Stock of the Corporation.

Subscription Price means One Hundred Dollars (\$100.00) per share of Series B Preferred Stock subject to proportional adjustment for any stock split, reverse stock split, stock dividend, combination, recapitalization or the like with respect to Series B Preferred Stock.

Subsidiary means any corporation of which shares of stock possessing at least a majority of the general voting power in electing the board of directors are, at the time as of which any determination is being made, owned by the Corporation, whether directly or indirectly through one or more corporations or other business entities.

2. Dividends. The Holders of Series B Preferred Stock shall not be entitled to receive any dividends whether payable in cash or in other property.

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3. Distributions Upon Liquidation, Dissolution or Winding Up.

(a) In the event of any voluntary or involuntary liquidation, dissolution or other winding up of the affairs of the Corporation, subject to the preferences and other rights of any Senior Stock, before any assets of the Corporation shall be distributed to holders of Common Stock or other Junior Stock, all of the assets of the Corporation available for distribution to stockholders shall be distributed among the holders of Series B Preferred Stock and Parity Stock, in proportion to the number of shares of Series B Preferred Stock and Parity Stock held by each such holder as of the record date for the determination of holders of Series B Preferred Stock and Parity Stock entitled to receive such distribution, until the Corporation shall have distributed to such holders of Series B Preferred Stock and Parity Stock with respect to each share of Series B Preferred Stock or Parity Stock an amount of assets having a value equal to the Subscription Price per share. If the assets of the Corporation shall be insufficient to pay in full such amounts, then the entire assets to be distributed to the holders of Series B Preferred Stock and Parity Stock shall be ratably distributed among such holders in accordance with the immediately preceding sentence.

(b) The (i) acquisition of the Corporation by another entity by means of a reorganization, merger, or consolidation approved by the Board of Directors or the stockholders of the Corporation, in which the stockholders of the Corporation immediately before such transaction do not own a majority of the outstanding stock of the surviving or acquiring corporation upon completion of such transaction, or (ii) a sale of all or substantially all of the assets of the Corporation in a single transaction or series of related transactions, shall be deemed a liquidation under this Section (a "Deemed Liquidation"). In the case of a Deemed Liquidation event pursuant to which shares of Common Stock shall be converted into cash, securities or other property or assets (including any combination thereof) (the "Liquidation Consideration"), a holder of shares of Series B Preferred Stock shall receive, in the amount and manner provided in Section 3(a), the kind of Liquidation Consideration that holders of Common Stock would otherwise be entitled to receive in such Deemed Liquidation. In the event that holders of shares of Common Stock have the opportunity to elect the form of consideration to be received in the Deemed Liquidation Event, the consideration that the holders of shares of Series B Preferred Stock shall receive shall be the form of consideration elected by the holders of the shares of Common Stock who participate in the determination.

4. Conversion Rights. The Series B Preferred Stock shall be convertible into Common Stock as follows:

(a) Conversion at Option of Holder. Subject to and upon compliance with the provisions of this Section 4, the Series B Preferred Stock shall be convertible at the election of the Holder thereof into a number of fully paid and nonassessable shares of Common Stock determined in accordance with subparagraph (d) of this Section 4, at any time and from time to time.

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(b) Automatic Conversion. Each outstanding share of Series B Preferred Stock shall automatically be converted, without any further act of the Corporation or its stockholders, into fully paid and nonassessable Common Stock at the Conversion Price then in effect (the "Automatic Conversion") upon the earliest of:

(i) Automatic Conversion Date. The earlier of (x) the date on which the Company or a Subsidiary shall have consummated a merger with Serina Therapeutics, Inc., an Alabama corporation, or a subsidiary thereof; and (y) February 1, 2024, if such conversion is not limited by the 19.9% Cap or the 50% Cap in accordance with subparagraph (d) of this Section 4;

(ii) Alternate Automatic Conversion Date: If on the date specified in clause (i) of this paragraph (b) such conversion is limited by the 19.9% Cap or the 50% Cap in accordance with subparagraph (d) of this Section 4, then such conversion shall take place on the tenth day after such stockholder approvals have been obtained as may be required to permit such conversion without the limitations of the 19.9% Cap and the 50% Cap.

(iii) Vote. The Holders of at least a majority of the outstanding shares of the Series B Preferred Stock approve or consent to the Automatic Conversion, provided that such conversion is not then limited by the 19.9% Cap or the 50% Cap in accordance with subparagraph (d) of this Section 4.

(c) Valid Issuance. All Common Stock issued upon conversion of the Series B Preferred Stock will, upon issuance by the Corporation, be duly authorized and validly issued, fully paid and nonassessable and free from all taxes, liens and charges with respect to the issuance thereof, and the Corporation shall take no action or fail to take any action which will cause a contrary result.

(d) Number of Shares Issuable Upon Conversion. Each share of Series B Preferred Stock shall be converted into the number of shares of Common Stock determined by dividing (x) a number equal to the number of dollars and cents comprising the Subscription Price, by (y) a number equal to the number of dollars and cents comprising the Conversion Price in effect on the Conversion Date. If under the rules of the Applicable Exchange, approval by the stockholders of the Corporation would be required in connection with the issuance of Common Stock in excess of the 19.9% Cap upon

any conversion under this Section 4, then unless and until such stockholder approval has been obtained, the maximum number of shares of Common Stock that may be issued upon conversion of all shares of Series B Preferred Stock in the aggregate shall be an amount equal to the 19.9% Cap. If under the rules of the Applicable Exchange, approval by the stockholders of the Corporation would be required in connection with the issuance of Common Stock in excess of the 50% Cap upon any conversion under this Section 4, then unless and until such stockholder approval has been obtained, the maximum number of shares of Common Stock that may be issued to a Holder upon conversion of shares of Series B Preferred Stock shall be an amount that, when added to other shares of Common Stock owned by such Holder immediately prior to such conversion, would equal one share less than the 50% Cap.

(e) Mechanics of Conversion. The Holder of any Series B Preferred Stock may exercise the conversion right specified in paragraph (a) of this Section 4 by surrendering to the Secretary of the Corporation or any transfer agent of the Corporation the certificate or certificates for the shares to be converted, if such shares are certificated, accompanied by a Notice of Conversion. Upon the occurrence of the event specified in paragraph (b) of this Section 4, the outstanding Series B Preferred Stock shall be converted automatically without any further action by the Holder of such shares and whether or not the certificates representing such shares are surrendered to the Corporation or its transfer agent. Conversion shall be deemed to have been effected on the date when delivery of a Notice of Conversion and certificates for shares to be converted is made in the case of conversion under paragraph (a) of this Section 4 if Series B Preferred Stock is issued in certificated form, or on the date of the event specified in paragraph (b) of this Section 4, and such date is referred to herein as the "Conversion Date." Subject to the provisions of subparagraph (g)(ii) of this Section 4, as promptly as practicable thereafter (and after surrender of the certificate or certificates evidencing Series B Preferred Stock to the Corporation or any transfer agent of the Corporation, if applicable) the Corporation shall issue and deliver to or upon the written order of such Holder a certificate or certificates for the number of shares of Common Stock to which such Holder is entitled and a check or cash with respect to any fractional interest in any share of Common Stock as provided in paragraph (f) of this Section 4. Subject to the provisions of subparagraph (g)(ii) of this Section 4, the person in whose name the certificate or certificates for Common Stock are to be issued shall be deemed to have become a holder of record of such Common Stock on the applicable Conversion Date. Upon conversion of only a portion of the number of shares covered by a certificate representing Series B Preferred Stock surrendered for conversion (in the case of conversion pursuant to paragraph (a) of this Section 4), as applicable, the Corporation shall issue and deliver to or upon the written order of the Holder of the certificate so surrendered for conversion, at the expense of the Corporation, a new certificate covering the number of shares of Series B Preferred Stock representing the unconverted portion of the certificate so surrendered, if such shares are to be held in certificated form. Notwithstanding the foregoing, the Corporation shall not be obligated to issue to any Holder of Series B Preferred Stock certificates evidencing the Common Stock issuable upon such conversion unless certificates evidencing the Series B Preferred Stock are delivered to either the Corporation or any transfer agent of the Corporation if such shares of Series B Preferred Stock are held in certificated form. No medallion guarantee (or other type of guarantee or notarization) of any Notice of Conversion shall be required.

(f) Fractional Shares. No fractional share of Common Stock or scrip shall be issued upon conversion of Series B Preferred Stock. If more than one share of Series B Preferred Stock shall be surrendered for conversion at any one time by the same holder, the number of shares of Common Stock issuable upon conversion thereof shall be computed on the basis of the aggregate number of shares of Series B Preferred Stock so surrendered. Instead of any fractional share of Common Stock which would otherwise be issuable upon conversion of any Series B Preferred Stock, the Corporation shall pay a cash adjustment in respect of such fractional interest in an amount equal to that fractional interest at the then Fair Value.

(g) Conversion Price and Subscription Price Adjustments. If the Corporation shall (A) declare a dividend or make a distribution on its Common Stock in shares of Common Stock, (B) subdivide or reclassify the outstanding Common Stock into a greater number of shares, or (C) combine or reclassify the outstanding Common Stock into a smaller number of shares, the Conversion Price in effect at the time of the record date for such dividend or distribution or the effective date of such subdivision, combination or reclassification shall be proportionately adjusted. Successive adjustments in the Conversion Price shall be made whenever any event specified above shall occur. If the Corporation shall (i) declare a dividend or make a distribution on the Series B Preferred Stock in shares of Series B Preferred Stock, (ii) subdivide or reclassify the outstanding Series B Preferred Stock into a greater number of shares, or (iii) combine or reclassify the outstanding Series B Preferred Stock into a smaller number of shares, the Subscription Price in effect at the time of the record date for such dividend or distribution or the effective date of such subdivision, combination or reclassification shall be proportionately adjusted. Successive adjustments in the Conversion Price or Subscription Price shall be made whenever any event specified above shall occur.

(i) Rounding of Calculations: Minimum Adjustment. All calculations under this Section 4(g) shall be made to the nearest cent or to the nearest one hundredth (1/100th) of a share, as the case may be. Any provision of this Section 4 to the contrary notwithstanding, no adjustment in the Conversion Price shall be made if the amount of such adjustment would be less than one percent (1%) of the Conversion Price, but any such amount shall be carried forward and an adjustment with respect thereto shall be made at the time of and together with any subsequent adjustment which, together with such amount and any other amount or amounts so carried forward, shall aggregate one percent (1%) of the Conversion Price or more. Notwithstanding the foregoing, the Board of Directors may elect at any time to make an adjustment otherwise required under this Section 4(g) of less than one percent (1%).

(ii) Timing of Issuance of Additional Common Stock Upon Certain Adjustments. In any case in which the provisions of this Section 4(g) require that an adjustment shall become effective immediately after a record date for an event, the Corporation may defer until the occurrence of such event (A) issuing to the Holder of any Series B Preferred Stock converted after such record date and before the occurrence of such event the additional Common Stock issuable upon such conversion by reason of the adjustment required by such event over and above the Common Stock issuable upon such conversion before giving effect to such adjustment, and (B) paying to such Holder any amount of cash in lieu of a fractional share of Common Stock pursuant to paragraph (h) of this Section 4; provided that the Corporation upon request shall deliver to such Holder a due bill or other appropriate instrument evidencing such Holder's right to receive such additional shares, and such cash, upon the occurrence of the event requiring such adjustment.

(h) Fair Value. The "Fair Value" per share of Common Stock for any date shall be determined by the Board of Directors as follows:

(i) If the Common Stock is listed on a national securities exchange, the Fair Value shall be the average of the last reported sale price of the Common Stock on such exchange, for the last twenty consecutive trading days prior to such date; or

(ii) If the Common Stock is not listed on a national securities exchange but prices for the Common Stock are reported on an interdealer automated quotation system, the Fair Value shall be the average of the daily high and low sales prices reported on such system during the last twenty consecutive trading days prior to such date; or

(iii) If the prices for the Common Stock cannot be determined under Section 4(h)(i) or Section 4(h)(ii), the Fair Value shall be an amount determined in such reasonable manner as may be prescribed by the Board of Directors in good faith, irrespective of any accounting treatment.

(i) **Statement Regarding Adjustments.** Whenever the Conversion Price or Subscription Price shall be adjusted as provided in paragraph (g) of this Section 4, the Corporation shall forthwith file, at the principal office of the Corporation, a statement showing in detail the facts requiring such adjustment and the Conversion Price or Subscription Price that shall be in effect after such adjustment, and the Corporation shall also cause a copy of such statement to be sent to each Holder in the manner for giving notices as provided herein. Where appropriate, such copy may be given in advance and may be included as part of a notice required to be mailed under the provisions of paragraph (j) of this Section 4.

(j) **Notice to Holders of Series B Preferred Stock.** If (i) the Corporation shall declare a dividend (or any other distribution in whatever form) on the Common Stock, (ii) the Corporation shall declare a redemption of the Common Stock, (iii) the Corporation shall authorize the granting to all holders of the Common Stock of rights or warrants to subscribe for or purchase any shares of capital stock of any class or of any rights, (iv) the approval of any stockholders of the Corporation shall be required in connection with any reclassification of the Common Stock, any consolidation or merger to which the Corporation is a party, any sale or transfer of all or substantially all of the assets of the Corporation (and all of its Subsidiaries, taken as a whole), or any compulsory share exchange whereby the Common Stock is converted into other securities, cash or property, or (v) a voluntary or involuntary liquidation, dissolution or other winding up of the affairs of the Corporation shall be authorized, in each case, the Corporation shall cause to be sent to each Holder of Series B Preferred Stock at the last address of such Holder as it shall appear upon the stock books of the Corporation, at least twenty (20) calendar days prior to the applicable record or effective date hereinafter specified, a notice stating (A) the date on which a record is to be taken for the purpose of such dividend, distribution, redemption, rights or warrants, or if a record is not to be taken, the date as of which the holders of the Common Stock of record to be entitled to such dividend, distributions, redemption, rights or warrants are to be determined, or (B) the date on which such reclassification, consolidation, merger, sale, transfer or share exchange is expected to become effective or close, and the date as of which it is expected that holders of the Common Stock of record shall be entitled to exchange their shares of the Common Stock for securities, cash or other property deliverable upon such reclassification, consolidation, merger, sale, transfer or share exchange, and (C) the amount of such dividend, distribution, redemption, rights or warrants per share to be distributed to holders of Common Stock; provided that the failure to deliver such notice or any defect therein or in the content, sending, or delivery of such notice shall not affect the validity of the corporate action required to be specified in such notice.

(k) **Costs.** The Corporation shall pay all documentary, stamp, transfer or other transaction taxes, if any, attributable to the issuance or delivery of Common Stock upon conversion of, any Series B Preferred Stock; provided that the Corporation shall not be required to pay any taxes which may be payable in respect of any transfer involved in the issuance or delivery of any certificate for such shares in a name other than that of the Holder of the Preferred Stock in respect of which such shares are being issued.

(l) **Reservation of Shares.** So long as any Series B Preferred Stock remain outstanding, the Corporation shall reserve at all times free from preemptive rights, out of its authorized but unissued Common Stock, solely for the purpose of effecting the conversion of the Series B Preferred Stock, sufficient Common Stock to provide for the conversion of all outstanding Series B Preferred Stock; and if at any time the number of authorized but unissued shares of Common Stock shall not be sufficient to effect the conversion of all then outstanding shares of Series B Preferred Stock, the Corporation will take such corporate action as may, in the opinion of counsel, be necessary to increase its authorized but unissued shares of Common Stock to such number of shares as shall be sufficient for such purposes, including, without limitation, engaging in best efforts to obtain the requisite stockholder approval of any necessary amendment to, as applicable, this Certificate of Designation or the Corporation's Certificate of Incorporation.

5. **Voting Rights.** The following matters shall require the approval of the holders of a majority of the Series B Preferred Stock then outstanding, voting as a separate class: (i) creation of any Preferred Stock ranking as Senior Stock to the Series B Preferred Stock with respect to liquidation preferences; (ii) repurchase of any shares of Junior Stock except shares issued pursuant to or in connection with a compensation or incentive plan or agreement approved by the Board of Directors for any officers, directors, employees or consultants of the Corporation; (iii) any sale, conveyance, or other disposition of all or substantially all the Corporation's property or business, or any liquidation or dissolution of the Corporation, or a merger into or consolidation with any other corporation (other than a wholly-owned Subsidiary corporation) but only to the extent that the Delaware General Corporation Law, as the same may be amended from time to time, requires that such transaction be approved by each class or series of Preferred Stock; (iv) any adverse change in the powers, preferences and rights of, and the qualifications, limitations or restrictions on, the Series B Preferred Stock; or (v) any amendment of the Corporation's Certificate of Incorporation or Bylaws that results in any adverse change in the powers, preferences and rights of, and the qualifications, limitations or restrictions on, the Series B Preferred Stock; provided, that nothing in this paragraph shall restrict or limit the rights and powers of the Board of Directors to fix by resolution the rights, preferences, and privileges of, and restrictions and limitations on, stock ranking as Parity Stock or Junior Stock to Series B Preferred Stock. Except as may otherwise be required by the Delaware General Corporation Law, as the same may be amended from time to time, the Series B Preferred Stock shall have no other voting rights.

6. **Exclusion of Other Rights.** Except as may otherwise be required by law, the Series B Preferred Stock shall not have any powers, preferences and rights of, and the qualifications, limitations or restrictions other than those specifically set forth herein and in the Corporation's Certificate of Incorporation.

7. **Notices.** Any and all notices or other communications or deliveries to be provided by the Holders, including, without limitation, any Notice of Conversion, shall be in writing and delivered personally or sent by a U.S. nationally recognized next Business Day courier service addressed to the Corporation at its principal executive office to the attention of the Secretary of the Corporation, or sent by e-mail to such e-mail address as the Corporation may specify for such purpose by notice to the Holders delivered in accordance with this Section. Any and all notices or other communications or deliveries to be provided by the Corporation hereunder to a Holder shall be in writing and delivered personally or sent by a U.S. nationally recognized next Business Day courier service or by e-mail addressed to such Holder at the address or e-mail address of such Holder appearing on the books of the Corporation. Any notice or other communication hereunder shall be deemed given and effective on the earliest of (i) the time of transmission, if such notice or communication is delivered by e-mail prior to 5:30 p.m. (New York City time) on any Business Day, (ii) the next Business Day after the time of transmission, if such notice or communication is delivered via e-mail on a day that is not a Business Day or later than 5:30 p.m. (New York City time) on any Business Day, (iii) the second Business Day following the date of deposit for delivery with a U.S. nationally recognized next Business Day courier service, or (iv) upon actual receipt by the party to whom such notice is required to be given.

8. **Lost or Mutilated Stock Certificate.** If a Holder's Series B Preferred Stock certificate shall be mutilated, lost, stolen or destroyed, the Corporation shall execute and deliver, in exchange and substitution for and upon cancellation of such mutilated certificate, or in lieu of or in substitution for such lost, stolen or destroyed certificate, a new certificate for the shares of Series B Preferred Stock so mutilated, lost, stolen or destroyed, but only upon receipt of evidence, reasonably satisfactory to the Corporation (which shall not include the posting of any bond), of such loss, theft or destruction of such certificate, and of the ownership thereof.

9. **Governing Law.** The powers, designations, preferences, rights, qualifications, limitations, and restrictions of Series B Preferred Stock, the validity, authorization and issuance of Series B Preferred Stock, and the conversion of Series B Preferred Stock into Common Stock shall be governed by and construed and enforced in accordance with the internal laws of the State of Delaware, without regard to the principles of conflict of laws thereof, and all legal proceedings pursuant to or concerning such matters (a "Proceeding"), whether brought by or against a Holder or the Corporation or any of their respective directors, officers, stockholders, employees or agents, shall be commenced in the state and federal courts sitting in the State of Delaware (the "Delaware Courts"). The Corporation and each Holder irrevocably submits to the exclusive jurisdiction of the Delaware Courts for the adjudication of any Proceeding, and hereby irrevocably waives, and agrees not to assert in any Proceeding any claim that they are not personally subject to the jurisdiction of such Delaware Courts, or such Delaware Courts are an improper or inconvenient venue for such Proceeding. The Corporation and

each Holder irrevocably waives personal service of process and consents to process being served in any such Proceeding by mailing a copy thereof via registered or certified mail or overnight delivery (with evidence of delivery) to such party at the address in effect for notices to such party hereunder and agrees that such service shall constitute good and sufficient service of process and notice. Nothing contained herein shall be deemed to limit in any way any right to serve process in any other manner permitted by applicable law. If the Corporation or any Holder shall commence a Proceeding, the prevailing party in such Proceeding shall be reimbursed by the other party for its attorneys' fees and other costs and expenses incurred in the investigation, preparation and prosecution of such Proceeding.

10. **Waivers**. Any waiver of a breach of any term or provision hereof shall not operate as or be construed to be a waiver of any other breach of such term or provision or of any breach of any other provision hereof or a waiver by any other Holder. The failure of the Corporation or a Holder to insist upon strict adherence to any term or provision hereof on one or more occasions shall not be considered a waiver or deprive that party (or any other Holder) of the right thereafter to insist upon strict adherence to that term or provision or any other term or provision hereof on any other occasion. Any waiver by the Corporation or a Holder must be in writing.

11. **Next Business Day**. Whenever any notice, payment, action, or performance of any other obligation hereunder shall be due or required on a day other than a Business Day, such notice, payment, action, or performance shall be given, paid, taken, or performed, as applicable, on the next succeeding Business Day.

12. **Headings of Subdivisions**. The headings of the various subdivisions hereof are for convenience of reference only and shall not affect the interpretation of any of the provisions hereof.

13. **Severability of Provisions**. If any power, preference, right, or qualification of, or limitation or restriction on, the Series B Preferred Stock set forth herein (as the same may be amended from time to time) is invalid, unlawful or incapable of being enforced by reason of any rule of law or public policy, all other powers, preferences rights, qualifications, limitations, and restrictions set forth herein (as the same may be amended from time to time) which can be given effect without the invalid, unlawful or unenforceable power, preference, right, qualification, limitation, or restriction shall, nevertheless, remain in full force and effect, and no power, preference, right, qualification, limitation, or restriction herein set forth shall be deemed dependent upon any other such power, preference, right, qualification, limitation, or restriction unless so expressed herein.

14. **Status of Reacquired Shares**. Shares of Series B Preferred Stock which have been issued and reacquired in any manner or which shall have been converted into Common Stock shall (upon compliance with any applicable provisions of the laws of the State of Delaware) have the status of authorized and unissued Preferred Stock of the Corporation undesignated as to series and may be redesignated as to series and reissued.

15. **Repurchases**. With respect to the Holders of Series B Preferred Stock, any repurchase by the Corporation of its outstanding Common Stock upon exercise of a repurchase option contained in an agreement between the Corporation and one or more of its employees, consultants, officers, directors, employee stock ownership plan trustees, or other persons having a business relationship with the Corporation shall be permissible, and each Holder of Series B Preferred Stock consents to any such repurchases, regardless of any restrictions on such repurchase under the Delaware General Corporation Law.

IN WITNESS WHEREOF, AgeX Therapeutics, Inc. has caused this Amended and Restated Certificate of Designation to be executed this 7th day of November 2023.

AgeX Therapeutics, Inc.

By: /s/ Joanne Hackett
Joanne Hackett,
Interim Chief Executive Officer

AMENDMENT NO. 1 TO TRANSITION SERVICES AND SEPARATION AGREEMENT

This AMENDMENT NUMBER 1 TO TRANSITION SERVICES AND SEPARATION AGREEMENT (this "Amendment") is entered into on this 31st day of October, 2023 by and between AgeX Therapeutics, Inc. (the "Company") and Michael David West ("Executive"). Executive and the Company are each referred to herein as a "Party" and collectively as the "Parties."

WHEREAS, Executive and the Company are party to that certain Transition Services and Separation Agreement dated as of August 9, 2023 (the "Transition Agreement"); and

WHEREAS, Executive and the Company wish to amend the Transition Agreement as set forth in this Amendment.

NOW, THEREFORE, in consideration of the promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Section 1(f) of the Transition Agreement is hereby amended and restated in its entirety as follows:

(f) **Equipment.** Subject to the terms hereof, including Executive's execution and non-revocation of this Agreement, and continued compliance herewith, title of that certain equipment of the Company as set forth on Exhibit B to hereto (the "Equipment") shall be transferred to Executive, and following transfer of title, Executive shall be responsible for insuring, maintaining, and/or disposing of the Equipment, as Executive sees fit, and, to the extent applicable, Executive shall remove the Equipment from the Company's facilities at Executive's own expense and risk within fifteen (15) business days of transfer of title, as follows: (i) that Equipment identified on Exhibit B with a current fair market value of approximately \$73,000 shall transfer to Executive on November 1, 2023 and (ii) the remaining Equipment that is not transferred on November 1, 2023, excluding such Equipment as set forth on Exhibit B, with a current fair market value of approximately \$87,000, shall be transferred to Executive at a later date to be mutually agreed upon between the Parties by November 1, 2024, but in no case shall such transfer occur later than November 1, 2027 (the actual date of such transfer, the "Future Transfer Date"), subject to Executive's execution no earlier than the Separation Date, and non-revocation of, the Supplemental Release, within fifteen (15) business days of the Separation Date. Executive shall indemnify the Company for any damage, losses or expenses incurred by the Company resulting from the storage of the Equipment on the Company's premises, or resulting from the removal of Equipment in accordance with this Transition Agreement.

2. All capitalized terms used in this Amendment but not defined herein shall have the meanings given to such terms in the Transition Agreement. This Amendment shall only serve to amend and modify the Transition Agreement to the extent specifically provided herein. All terms, conditions, provisions and references of and to the Transition Agreement, which are not specifically modified, amended and/or waived herein, shall remain in full force and effect and shall not be altered by any provisions herein contained. All prior agreements, promises, negotiations and representations, either oral or written, relating to the subject matter of this Amendment that are not expressly set forth in this Amendment are of no force or effect.

3. This Amendment may be executed in several counterparts, including by .PDF or .GIF attachment to email or by facsimile, each of which is deemed to be an original, and all of which taken together constitute one and the same agreement. This Amendment and the Transition Agreement (as amended hereby) constitute the entire understanding of the Parties hereto with respect to the subject matter hereof, and any and all prior agreements and understandings between the parties regarding the subject matter hereof, whether written or oral, except for the Transition Agreement (as amended hereby), are superseded by this Amendment.

[Signature page follows.]

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the dates set forth beneath their names below, effective for all purposes as provided above.

EXECUTIVE

/s/ Michael David West

Michael David West

Date: October 31, 2023

AGEX THERAPEUTICS, INC.

By: /s/ Andrea Park

Name: Andrea Park

Title: CFO

Date: October 31, 2023

SIGNATURE PAGE TO
AMENDMENT NUMBER 1 TO TRANSITION SERVICES AND SEPARATION AGREEMENT

EXHIBIT B

EQUIPMENT

**ALLONGE AND FIFTH
AMENDMENT TO
AMENDED AND RESTATED CONVERTIBLE
PROMISSORY NOTE**

This Allonge and Fifth Amendment to Amended and Restated Convertible Promissory Note (this " **Amendment**") by and between AgeX Therapeutics Inc., a Delaware corporation (" **Borrower**") and Juvenescence Limited, a company incorporated in the Isle of Man (" **Lender**") is effective as of November 9, 2023 (" **Effective Date**").

WHEREAS, Borrower and Lender entered into the Amended and Restated Convertible Promissory Note, dated February 9, 2023 (as modified by that certain First Amendment to Amended and Restated Convertible Promissory Note, dated as of March 13, 2023, that certain Allonge and Second Amendment to Amended and Restated Convertible Promissory Note, dated as of May 9, 2023, that certain Third Amendment to Amended and Restated Convertible Promissory Note, dated as of June 2, 2023, and that certain Fourth Amendment to Amended and Restated Convertible Promissory Note, dated as of July 21, 2023, and as may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the " **Note**");

WHEREAS, prior to giving effect to this Allonge, a principal amount of \$2.5 million is outstanding under the Note;

WHEREAS, Lender has agreed to provide an increase in the Incremental Commitment in the aggregate amount of \$4,400,000 to Borrower, subject to satisfaction of the conditions set forth in Section 4 hereof; and

WHEREAS, Borrower and Lender wish to amend the Note in order to evidence the increase in the Incremental Commitment and effect certain other amendments to the Note as contemplated herein, in each case, subject to the satisfaction of the conditions set forth in Section 4 hereof.

NOW, THEREFORE, in consideration of the premises set forth above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrower and Lender agree as follows:

1. **Definitions.** Capitalized terms used and not defined in this Amendment shall have the respective meanings given them in the Note.
2. **Amendments to the Note.** Effective as of the Fifth Amendment Effective Date, the Note shall be amended as follows:
 - (a) Section 1.1 of the Note is hereby amended by adding the following defined terms in proper alphabetical order:

"**Fifth Amendment Effective Date**" means November 9, 2023."

"**Guarantors**" means, collectively, Reverse Bioengineering, Inc., a Delaware corporation, ReCyte Therapeutics, Inc., a California corporation, UniverXome Bioengineering, Inc., a Delaware corporation, and each other person who accedes to the Guaranty Agreement on or after the Fifth Amendment Effective Date."

"**Guaranty Agreement**" means that certain Guaranty Agreement (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time), dated as of November 9, 2023, made by the Guarantors in favor of the Lender. "

"**Incremental Advance**" means any Advance issued pursuant to an Incremental Commitment."

- (b) the definition of Incremental Availability Period is hereby amended and restated in its entirety to read as follows:

"**Incremental Availability Period**" means (i) with respect to Incremental Commitments pursuant to clause (i) of the definition thereof, the period starting on the Restatement Date and ending on the date falling three (3) calendar months after the Restatement Date, (ii) with respect to Incremental Commitments pursuant to clause (ii) of the definition thereof, October 31, 2023 (as may be extended by the Lender in its sole discretion) or, if earlier, on the date a Qualified Offering is consummated by the Borrower as contemplated by Section 7, and (iii) with respect to Incremental Commitments pursuant to clause (iii) of the definition thereof, on or after the Fifth Amendment Effective Date until the Maturity Date or, if earlier, the date a Qualified Offering is consummated by the Borrower as contemplated by Section 7."
- (c) the definition of Incremental Commitment is hereby amended and restated in its entirety to read as follows:

"**Incremental Commitment**" means the commitment of the Lender to make Advances under this Note from time to time (i) on and after the Restatement Date in an amount not to exceed \$2,000,000 (which amount, as of the Second Amendment Effective Date, has been fully drawn), (ii) on and after the Second Amendment Effective Date, in an additional amount not to exceed \$4,000,000 (which amount, as of the Fifth Amendment Effective Date, has been fully drawn), and (iii) on and after the Fifth Amendment Effective Date, in an additional amount not to exceed \$4,400,000."
- (d) the definition of Loan Documents is hereby amended and restated in its entirety to read as follows:

"**Loan Documents**" means collectively, this Note, the Security Agreement, the IP Security Agreements, the Guaranty Agreement, and each other document, instrument or agreement now or hereafter delivered by an Obligor or other person to the Lender in connection with the transactions contemplated by this Note."

- (d) Section 3.4 of the Note is hereby amended and restated in its entirety to read as follows:

Warrants – As a condition of each Advance (other than an Incremental Advance made on or after the Second Amendment Effective Date), on receipt of any funds advanced to the Lender under the terms of this Note, the Borrower shall grant to the Lender a number of Warrants equal to 50% of the gross value of the relevant Advance made (less any set-off for expenses deducted by the Lender). The exercise price of Warrants granted at the time of each Advance shall be equal to the Market Price. The number of Warrants granted shall

be determined in accordance with the formula set out below:

$$X = (A/B) \times 50\%$$

Where:

X = the number of Warrants to be granted;
A = the amount of the Advance; and
B = the Market Price."

(e) Section 12.5 of the Note is hereby amended and restated in its entirety to read as follows:

"On or prior to the date of any "at-the-market" issuance of capital stock of the Borrower (but not more than three (3) Business Days prior), the Borrower shall certify to the Lender either (i) that the Borrower shall use all of such net cash proceeds (after deducting the reasonable and documented fees and commissions of the sales agent or broker and any other customary, reasonable and documented transaction expense ("Specified Proceeds")) solely for the purpose of the Borrower's research and development work (including through third-party contractors), professional and administrative expenses (including payments related to insurance) and working capital (in accordance with a Budget) ("Permitted Uses") and thereafter actually use such Specified Proceeds solely for Permitted Uses or (ii) that the Borrower elects to apply all or a portion of such Specified Proceeds as required by Section 6.2 (an election under this clause (ii), a "Mandatory Prepayment Trigger Event")."

(f) Section 13.1(j) of the Note is hereby amended and restated in its entirety to read as follows:

Failure of Security – any of the following shall occur: (i) the security in and/or liens created on the Collateral of the Borrower or the Grantors (as defined in the Security Agreement) by the Security Agreement or any other Loan Document shall at any time cease to constitute valid and perfected security and/or liens on any material portion of the Collateral of Borrower or Grantor, as applicable, intended to be covered thereby, except for any Collateral as to which Lender shall have released such security interest in accordance with the terms herein or contained in the Security Agreement; (ii) except for expiration in accordance with its terms, the Security Agreement or any other Loan Document pursuant to which a lien is granted by Borrower or the Grantors (as defined in the Security Agreement) in favor of the Lender shall for whatever reason be terminated or shall cease to be in full force and effect; (iii) the enforceability of the Security Agreement, the Guarantee or any other Loan Document pursuant to which a lien is granted by Borrower in favor of the Lender shall be contested by or on behalf of Borrower, the Grantors (as defined in the Security Agreement), the Guarantors or any of their respective Subsidiaries; (iv) Borrower, any Grantor (as defined in the Security Agreement) or any Guarantor shall assert that its obligations under this Note or any other Loan Document shall be invalid or unenforceable; or (v) a loss, theft, damage or destruction occurs with respect to a material portion of the Collateral of Borrower or any Grantor (as defined in the Security Agreement)."

3. Conditions Precedent to Amendment. The satisfaction (or waiver in writing by the Lender) of each of the following shall constitute conditions precedent to the effective of this Amendment.

- (a) The Lender shall have received a duly executed copy of (i) this Amendment, (ii) that certain Joinder Agreement, dated as of the date hereof, delivered by Guarantors in favor of Lender, and (iii) that certain Guarantee Agreement, dated as of the date hereof, made by the Guarantors in favor of Lender.
- (b) No Default or Event of Default has occurred and is continuing on the Fifth Amendment Effective Date.
- (c) The representations and warranties as set out in Part B of Schedule 2 of the Note made by the Borrower shall be true and correct in all material respects on and as of the Fifth Amendment Effective Date, except to the extent any such representations and warranties expressly relate to an earlier date, in which case they shall be true and correct in all material respects as of such earlier date (provided that any such representation and warranties which are qualified by materiality, material adverse effect or similar language shall be true and correct in all respects after giving effect to such qualification).

4. Post-Closing Conditions. Without limitation of any requirement set forth in the Security Agreement, within five (5) days after the Fifth Amendment Date (or such later date as Lender may determine in its sole and absolute discretion), Borrower and each Guarantor shall deliver and execute intellectual property security agreements and any other documents or filings reasonably requested by Lender, in form and substance satisfactory to Lender in its sole and absolute discretion, to perfect and maintain a first priority perfected security interest in favor of Lender in all United States intellectual property or intellectual property rights owned by any Borrower or Guarantor.

5. Limited Effect; Reaffirmation. The Borrower hereby (i) acknowledges and reaffirms its obligations as set forth in each Loan Document, (ii) agrees to continue to comply with, and be subject to, all of the terms, provisions, conditions, covenants, agreements and obligations applicable to them set forth in each Loan Document, which remain in full force and effect (in the case of the Note, as amended by Section 2 hereto), and (iii) ratifies, confirms and reaffirms that the security interest granted to the Lender pursuant to the Loan Documents in all of their right, title and interest in all then existing or thereafter acquired or arising Collateral in order to secure prompt payment and performance of the obligations of the Borrower under the Note and the Loan Documents (collectively, the "Obligations") is continuing and is unimpaired and continues to constitute a first priority security interest in favor of the Lender with the same force, effect and priority in effect both immediately prior to and after entering into this Agreement and the other Loan Documents entered into on or as of the date hereof, except with respect to any Collateral as to which Lender has released its security interest in accordance with the terms herein or contained in the Security Agreement. The Borrower acknowledges and reaffirms that the Lender's security interest in the Collateral has attached and continues to attach to all such Collateral, except with respect to any Collateral as to which Lender has released its security interest in accordance with the terms herein or contained in the Security Agreement, and no further actions taken on or immediately prior to the date hereof, on the part of the Lender or the Borrower, is necessary to continue such security interest. The amendment contained herein shall not be construed as a waiver or amendment of any other provision of the Note or the other Loan Documents.

6. Successors and Assigns. This Amendment shall inure to the benefit of and be binding upon the Borrower and Lender and the Guarantors, and each of their respective successors and assigns.

7. Loan Document. This Amendment shall constitute a "Loan Document" for all purposes under the Note and the other Loan Documents.

8. Governing Law. This Amendment shall be governed by, and construed in accordance with, the law of the State of New York.

9. Further Assurances. Borrower agrees to take such actions requested by Lender as are necessary or desirable to further evidence the modifications set forth in this Amendment, including, without limitation, issuing an amended and restated note or amending other Loan Documents to give effect to or facilitate such modifications if requested by Lender.

10. Counterparts. This Amendment may be executed in any number of counterparts, all of which shall constitute one and the same agreement, and any party hereto may execute this Amendment by signing and delivering one or more counterparts. Delivery of an executed counterpart of this Amendment electronically or by facsimile shall be effective as delivery of an original executed counterpart of this Amendment.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first above written.

Borrower:

AGEX THERAPEUTICS, INC.

By: /s/ Joanne Hackett
Name: Joanne Hackett
Title: Interim Chief Executive Officer

Lender:

JUVENESCENCE LIMITED
By: /s/ Denham Eke
Name: Denham Eke
Title: Director

[Signature Page to Allonge and Fifth Amendment to Amended and Restated Convertible Promissory Note]

ACKNOWLEDGED AND AGREED
as of the date first above written

REVERSE BIOENGINEERING, INC.

By: /s/ Joanne Hackett
Name: Joanne Hackett
Title: Interim Chief Executive Officer

RECYTE THERAPEUTICS, INC.

By: /s/ Joanne Hackett
Name: Joanne Hackett
Title: President, Secretary, Chief Financial Officer

UNIVERXOME BIOENGINEERING, INC.

By: /s/ Joanne Hackett
Name: Joanne Hackett
Title: Chief Executive Officer, President, Treasurer, Secretary

[Signature Page to Allonge and Fifth Amendment to Amended and Restated Convertible Promissory Note]

FORM OF PLEDGE AMENDMENT

This Pledge Amendment, dated as of November 9, 2023, is delivered pursuant to Section 8.6 of the Amended and Restated Security Agreement, dated as of March 10, 2023 (as such agreement may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Security Agreement**") , by AgeX Therapeutics, Inc., a Delaware corporation, (the " **Borrower**") and each of the other entities that party thereto, including pursuant to Section 8.6 thereof (together with the Borrower, the " **Grantors**" and each a " **Grantor**"), in favor of Juvenescence Limited, a company incorporated in the Isle of Man (the " **Initial Lender**"), in its capacity as the Lender under the Note (as defined in the Security Agreement) and as agent for itself and any other lender under the Note (in such agent capacity, together with its successors and permitted assigns, " **Agent**"). Capitalized terms used herein without definition are used as defined in the Security Agreement.

The undersigned hereby agrees that this Pledge Amendment may be attached to the Security Agreement and that the Pledged Collateral listed on Annex 1-A to this Pledge Amendment shall be and become part of the Collateral referred to in the Security Agreement and shall secure all Obligations of the undersigned.

The undersigned hereby represents and warrants that each of the representations and warranties contained in Sections 4.1, 4.2, 4.5 and 4.10 of the Security Agreement is true and correct and as of the date hereof as if made on and as of such date.

AGEX THERAPEUTICS, INC.

By: /s/ Joanne Hackett

Name: Joanne Hackett

Title: Interim Chief Executive Officer

Annex 1-A

PLEDGED STOCK

GUARANTY AGREEMENT
DATED AS OF NOVEMBER 9, 2023
MADE BY
REVERSE BIOENGINEERING, INC.,
AS A GUARANTOR,
RECYTE THERAPEUTICS, INC.
AS A GUARANTOR,
UNIVERXOME BIOENGINEERING, INC.,
AS A GUARANTOR
and
THE OTHER GUARANTORS REFERRED TO HEREIN
IN FAVOR OF
JUVENESCENCE LIMITED,
AS THE LENDER

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and together with Reverse, ReCyte and each other Person who accedes to this Agreement collectively, the “**Guarantors**” and each, a “**Guarantor**”), in favor of Juvenesence Limited (the “**Lender**”) in connection with the Amended and Restated Convertible Promissory Note, dated as of February 9, 2023 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “**Note**”) by and among AgeX Therapeutics Inc., a Delaware corporation (the “**Borrower**”) and the Lender. Capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to them in the Note.

INTRODUCTORY STATEMENTS

WHEREAS, the proceeds of the extensions of credit to the Borrower under the Note will be used in part to enable the Borrower to make valuable transfers to one or more of the Guarantors in connection with the operation of their respective businesses;

WHEREAS, the Guarantors are engaged in businesses related to the business of the Borrower, and each Guarantor derives substantial direct and indirect benefit from the extensions of credit to the Borrower under the Note; and

WHEREAS, it is a condition precedent to the funding of the Loans that the Guarantors shall have executed and delivered this Agreement to the Lender.

NOW, THEREFORE, in consideration of the above premises, the parties hereto hereby agree as follows:

SECTION 1 GUARANTY

1.1 Guaranty.

- (a) Each Guarantor who accedes to this Agreement as a Guarantor after the date hereof, hereby, jointly and severally, unconditionally and irrevocably (until the Outstanding Amount has been paid in full), guarantees to the Lender, the payment and performance of the Outstanding Amount by the Borrower when due. This guaranty is a guaranty of the Outstanding Amount and not a guaranty of collection. In furtherance of the foregoing, and without limiting the generality thereof, each Guarantor agrees that each Guarantor's liability hereunder shall be the immediate, direct, and primary obligation of such Guarantor and shall not be contingent upon the Lender's exercise or enforcement of any remedy it or they may have against the Borrower, any other Guarantor, or all or any portion of the Collateral, it being understood and agreed that all powers, rights and remedies under the Loan Documents may be exercised solely by the Lender in accordance with the terms thereof except as otherwise provided in the Loan Documents. Each Lender, whether or not a party hereto, will be deemed, by its acceptance of the benefits of the Collateral and of the guarantees of the Outstanding Amount provided by the Guarantors under this Agreement, to have agreed to the foregoing provisions.
- (b) Notwithstanding anything herein or in any other Loan Document to the contrary, the maximum liability of each Guarantor hereunder and under the other Loan Documents shall not exceed the amount which can be guaranteed by such Guarantor under applicable federal and state laws relating to the insolvency of debtors or any applicable laws relating to corporate law, fraudulent conveyance or fraudulent transfers.

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- (c) Each Guarantor agrees that its obligations may at any time and from time to time exceed the amount of the liability of such Guarantor hereunder without impairing the guaranty contained in this Section 1 or affecting the rights and remedies of the Lender hereunder.
- (d) The guaranty contained in this Section 1 shall remain in full force and effect until the Outstanding Amount has been paid in full.

1.2 Payments. Provided the Lenders have advanced the Loans in accordance with the terms set forth in the Note, each Guarantor hereby agrees to pay, upon demand by Lender after the occurrence and during the continuance of an Event of Default, the Outstanding Amount, irrespective of whether any one or more of the following events have occurred: (i) Lender has made any demand on Borrower other than any notice specifically required by the Loan Documents; (ii) Lender has taken any action of any nature against Borrower; (iii) Lender has pursued any rights which it has against any other Person who may be liable for any of the Outstanding Amount; (iv) Lender holds or has resorted to any security for the Outstanding Amount; or (v) Lender has invoked any other remedy or right it has available with respect to the Outstanding Amount.

1.3 No Subrogation. Until the Outstanding Amount has been paid in full, each Guarantor waives any claims, rights or remedies that it may have or hereafter acquire against the Borrower or any other Guarantor for the payment of the Outstanding Amount, nor shall any Guarantor seek or be entitled to seek any contribution or reimbursement from the Borrower or any other Guarantor in respect of payments made by such Guarantor hereunder. If any amount shall be paid to any Guarantor on account of such subrogation rights at any time prior to the Outstanding Amount being paid in full, such amount shall be held by such Guarantor for the benefit of the Lender, segregated from other funds of such Guarantor.

1.4 Amendments with respect to the Outstanding Amount. Each Guarantor shall remain obligated hereunder notwithstanding that, without any reservation of rights against any Guarantor and without notice to or further assent by any Guarantor, any demand for payment of any of the Outstanding Amount made by the Lender may be rescinded by the Lender, and the Outstanding Amount, or the liability of any other Person for any part thereof, or any collateral security or guaranty therefor or right of offset with respect thereto, may, from time to time, in whole or in part, be waived or released by the Lender, and the Note, the other Loan Documents, and any other documents executed and delivered in connection therewith, may be amended, restated, amended and restated, supplemented or otherwise modified, as the Lender and Borrower may agree from time to time, and any collateral security, guaranty or right of offset at any time held by the Lender for the payment of the Outstanding Amount may be waived, surrendered or released at the sole discretion of the Lender.

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1.5 Guaranty Absolute and Unconditional. Each Guarantor waives, to the extent permitted by law, presentment, protest, demand for payment and notice of default or nonpayment to or upon the Borrower or any of the Guarantors with respect to the Outstanding Amount. Each Guarantor understands and agrees that the guaranty contained in this Section 1 shall be construed as an absolute and unconditional guaranty of payment without regard to any defense, set-off or counterclaim (other than a defense of payment) which may at any time be available to or be asserted by the Borrower or any other person against the Lender. When making any demand hereunder or otherwise pursuing its rights and remedies hereunder against any Guarantor, the Lender may, but shall be under no obligation to, make a similar demand on or otherwise pursue such rights and remedies as it may have against the Borrower, any other Guarantor or any other Person or against any collateral security or guaranty for the Outstanding Amount or any right of offset with respect thereto, and any failure by the Lender to make any such demand, to pursue such other rights or remedies or to collect any payments from the Borrower, any other Guarantor or any other Person or to realize upon any such collateral security or guaranty or to exercise any such right of offset, or any release of the Borrower, any other Guarantor or any other Person or any such collateral security, guaranty or right of offset, shall not relieve any Guarantor of any obligation or liability hereunder, and shall not impair or affect the rights and remedies, whether express, implied or available as a matter of law, of the Lender against any Guarantor. No election to proceed in one form of action or against any party, or on any obligation shall constitute a waiver of any Lender's right to proceed in any other form of action or against any Guarantor or any other Person, or diminish the liability of any Guarantor, or affect the right of such Lender to proceed against any Guarantor for any deficiency, except to the extent such Lender realizes payment by such action, notwithstanding the effect of such action upon any Guarantor's rights of subrogation, reimbursement or indemnity, if any, against the

Borrower, any other Guarantor or any other Person. Each Guarantor further agrees that, subject to the Lender giving prior written notice to each Guarantor, from time to time: (a) increase or decrease the principal amount of the Outstanding Amount and additional indebtedness or obligations of the Borrower under the Loan Documents (b) extend or change the time, manner, place or terms of any payment under any Loan Document, including by an increase or decrease in the Origination Fee on any Outstanding Amount or any fee or other amount payable under such Loan Document, in each case, by an amendment, modification or renewal of any Loan Document or other writing; (c) extend the time for the Borrower's performance of or compliance with any term, covenant or agreement on Borrowers' part to be performed or observed under any Loan Document, or waive such performance or compliance, or consent to the failure in or departure from such performance, all in such manner and upon such terms as the Lender may deem proper; or (d) release, surrender, exchange, compromise or settle the obligations guaranteed hereunder or any portion thereof, (e) sell, release, surrender, exchange or compromise any security held by Lender for any of the obligations guaranteed hereunder, (f) discharge or release, in whole or in part, any Guarantor or any other person liable for the payment and performance of all or any part of the Outstanding Amount, and (g) permit, consent to, or take any action, in each case (a) through (f), as the Lender deems necessary or advisable, in its sole discretion, and without impairing, abridging, releasing or affecting the liability of the Guarantors for the full payment and performance of the obligations guaranteed hereunder.

1.6 Subordination. All principal of and interest on all indebtedness, liabilities and obligations of Borrower to Guarantor now or hereafter existing is hereby subordinated to the Outstanding Amount. Each Guarantor agrees that, until the Outstanding Amount has been paid in full, no Guarantor will receive or accept any payment from Borrower on account of such subordinated debt. Any such payments received by any Guarantor must be held in trust for Lender and must be paid over to Lender on account of the Loan without reducing, impairing or releasing the obligations of Guarantor hereunder.

1.7 Reinstatement. If at any time all or any part of any payment made by Guarantor or received by Lender from Guarantor under or with respect to this Guaranty is or must be rescinded or returned for any reason whatsoever (including, but not limited to, the insolvency, bankruptcy or reorganization of Guarantor), then the obligations of Guarantor hereunder shall, to the extent of the payment rescinded or returned, and to the extent permitted by applicable law, be deemed to have continued in existence, notwithstanding such previous payment made by Guarantor, or receipt of payment by Lender, and the obligations of Guarantor hereunder shall continue to be effective or be reinstated, as the case may be, as to such payment, all as though such previous payment by Guarantor had never been made.

SECTION 2 REPRESENTATIONS AND WARRANTIES

To induce the Lender to enter into the Note and make extensions of credit to the Borrower thereunder, each Guarantor hereby represents and warrants to the Lender that:

- (a) Each Guarantor has the power and authority and legal right to execute, deliver, and perform its obligations under this Guaranty and this Guaranty constitutes the legal, valid, and binding obligation of each Guarantor, enforceable against each Guarantor in accordance with its terms, except as limited by bankruptcy, insolvency, or other applicable laws of general application relating to the enforcement of creditor's rights.
- (b) The execution, delivery, and performance by each Guarantor of this Guaranty does not and will not violate or conflict with any applicable law or any order, writ, injunction, or decree of any court, governmental authority or agency, or arbitrator and do not and will not conflict with, result in a breach of, or constitute a default under, or result in the imposition of any lien upon any assets of any Guarantor pursuant to the provisions of any agreement to which such Guarantor or its properties or assets are bound; and
- (c) No authorization, approval, or consent of, and no filing or registration with, any court, governmental authority, or third party is necessary for the execution, delivery, or performance by any Guarantor of this Guaranty or the validity or enforceability thereof.

SECTION 3 COVENANTS

Each Guarantor covenants and agrees that, from the date hereof until the Outstanding Amount has been paid in full:

- (a) Each Guarantor shall duly pay and discharge all liabilities to which it is subject or which are asserted against it, prior to the date when any fine, late charge or other penalty for late payment may be imposed, except to the extent that such liabilities would not reasonably be expected to result in a material adverse change in the financial condition of Guarantor or are being contested in good faith and by appropriate and lawful proceedings diligently conducted and for which such reserve or other appropriate provisions satisfactory to Lender in its reasonable discretion have been made; and
- (b) No authorization, approval, or consent of, and no filing or registration with, any court, governmental authority, or third party is necessary for the execution, delivery, or performance by Guarantor of this Guaranty or the validity or enforceability thereof.

SECTION 4 MISCELLANEOUS

4.1 Notices. All notices, requests and demands to or upon the Lender, Borrower or any Guarantor hereunder shall be effected in the manner provided for in Section 16.2 of the Note.

4.2 Enforcement Expenses; Indemnification. Without duplication, each Guarantor agrees to pay or reimburse the Lender for its costs and expenses incurred in enforcing this Agreement against any Guarantor.

4.3 Successors and Assigns. This Agreement shall be binding upon the successors and permitted assigns of each Guarantor and shall inure to the benefit of the Lender and its respective successors and permitted assigns; provided that no Guarantor may assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of the Lender except as otherwise provided in the Note.

4.4 Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy or electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

4.5 Severability. If any provision hereof or of any Loan Document shall, for any reason and to any extent, be invalid or unenforceable, then the remainder of the document in which such provision is set forth, the application of the provision to other Persons or circumstances, and any other document referred to herein shall not be affected thereby but instead shall be enforceable to the maximum extent permitted by law.

4.6 Section Headings. The Section headings used in this Agreement are for convenience of reference only and are not to affect the construction hereof or be taken into consideration in the interpretation hereof.

4.7 Entire Agreement; Modification. This Agreement is the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes and replaces all prior discussions, representations, communications and agreements (oral or written). This Agreement may not be modified,

supplemented, or terminated, nor any provision hereof waived, except by a written instrument signed by the party against whom enforcement thereof is sought. .

4.8 Governing Law; Jurisdiction; Venue. The substantive laws of the State of New York shall govern the validity, construction, enforcement and interpretation of this Agreement, without reference to conflicts of law principles. Each Guarantor hereby submits himself to the jurisdiction and venue of any federal or state court in the City of New York, County of New York, in connection with any action or proceeding brought for enforcement of such Guarantor's obligations hereunder, and hereby waives any and all personal or other rights under the law of any other country or state to object to jurisdiction within such locations for purposes of litigation to enforce such obligations.

4.9 WAIVER OF JURY TRIAL. EACH GUARANTOR AND THE LENDER HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE EXTENT PERMITTED BY LAW, TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AND FOR ANY COUNTERCLAIM THEREIN.

[Signature Page Follows]

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IN WITNESS WHEREOF, each of the undersigned has caused this Guaranty Agreement to be duly executed and delivered as of the date first above written.

REVERSE BIOENGINEERING, INC.

By: /s/ Joanne Hackett
Name: Joanne Hackett
Title: Interim Chief Executive Officer

RECYTE THERAPEUTICS, INC.

By: /s/ Joanne Hackett
Name: Joanne Hackett
Title: President, Secretary, Chief Financial Officer

UNIVERXOME BIOENGINEERING, INC.

By: /s/ Joanne Hackett
Name: Joanne Hackett
Title: Chief Executive Officer, President, Treasurer, Secretary

[Signature Page to Guaranty Agreement]

LENDER:

JUVENESCENCE LIMITED

By: /s/ Denham Eke
Name: Denham Eke
Title: Director

[Signature Page to Guaranty Agreement]

EXHIBIT A

FORM OF JOINDER TO GUARANTY AGREEMENT

This Joinder to Guaranty Agreement (this "Agreement"), dated as of [], [], is executed by [], a [] [corporation/limited liability company] (the "New Guarantor") in favor of Juvenescence Limited (the "Lender") in connection with the Amended and Restated Convertible Promissory Note, dated as of February 9, 2023 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "Note") by and among AgeX Therapeutics Inc., a Delaware corporation (the "Borrower") and the Lender, in connection with that certain Guaranty Agreement (the "Guaranty Agreement"), dated as of November 9, 2023, made by Reverse Bioengineering, Inc., a Delaware corporation ("Reverse"), ReCyte Therapeutics, Inc., a California corporation ("ReCyte"), UniverXome Bioengineering, Inc., a Delaware corporation ("UniverXome" and together with Reverse, ReCyte and each other Person who accedes to the Guaranty Agreement collectively, the "Guarantors" and each, a "Guarantor") in favor of the Lender. Capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to them in the Note or Guaranty Agreement, as applicable.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the New Guarantor hereby agrees as follows:

1. The New Guarantor assumes all the obligations of a Guarantor under the Guaranty Agreement and agrees to be bound as Guarantor under the terms of the Guaranty Agreement, as if it had been an original signatory to the Guaranty Agreement. In furtherance of the foregoing, the New Guarantor hereby guarantees the payment and performance by Borrower of the Outstanding Amounts when due, in each case in accordance with the terms of the Guaranty Agreement.
2. The New Guarantor hereby makes to the Lender the representations and warranties set forth in the Guaranty Agreement and confirms as of the date hereof that such representations and warranties are true and correct in all material respects after giving effect to this Agreement.
3. This Agreement shall be deemed to be part of, and a modification to, the Guaranty Agreement and shall be governed by all the terms and provisions of

the Guaranty Agreement.

4. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same agreement. This Agreement may be executed by signatures delivered by electronic mail, each of which shall be fully binding on the signing party. The words "execution", "signed", "signature", and words of like import in this Agreement shall be deemed to include electronic signatures or electronic records, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the undersigned has caused this Joinder to Guaranty Agreement to be duly executed and delivered as of the date first above written.

[]

By: _____
Name: _____
Title: _____

JOINDER AGREEMENT

This JOINDER AGREEMENT, dated as of November 9, 2023, is delivered pursuant to Section 8.6 of the Amended and Restated Security Agreement, dated as of March 10, 2023 (as such agreement may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), by AgeX Therapeutics, Inc., a Delaware corporation, (the "**Borrower**") and each of the other entities that party thereto, including pursuant to Section 8.6 thereof (together with the Borrower, the "**Grantors**" and each a "**Grantor**"), in favor of Juvenescence Limited, a company incorporated in the Isle of Man (the "**Lender**"), in its capacity as the Lender under the Amended and Restated Note, dated as February 9, 2023, by and between Borrower and Lender (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Note**"). Capitalized terms used herein without definition are used as defined in the Security Agreement.

By executing and delivering this Joinder Agreement, the undersigned, as provided in Section 8.6 of the Security Agreement, hereby becomes a party to the Security Agreement as a Grantor thereunder with the same force and effect as if originally named as a Grantor therein and, without limiting the generality of the foregoing, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby pledges and grants to Lender a lien on and security interest in, all of its right, title and interest in, to and under the Collateral of the undersigned and expressly assumes all obligations and liabilities of a Grantor thereunder. The undersigned hereby agrees to be bound as a Grantor for the purposes of the Security Agreement.

The information set forth in Annex 1-A is hereby added to the information set forth in Schedules 1 through 7 to the Security Agreement. By acknowledging and agreeing to this Joinder Agreement, each undersigned Grantor hereby agrees that this Joinder Agreement may be attached to the Security Agreement and that the Collateral listed on Annex 1-A to this Joinder Amendment and owned by such Grantor shall be and become part of the Collateral referred to in the Security Agreement and shall secure all Secured Obligations of the undersigned.

The undersigned hereby represents and warrants that each of the representations and warranties contained in Article IV of the Security Agreement applicable to it is true and correct in all material respects on and as the date hereof as if made on and as of such date.

IN WITNESS WHEREOF, THE UNDERSIGNED HAS CAUSED THIS JOINDER AGREEMENT TO BE DULY EXECUTED AND DELIVERED AS OF THE DATE FIRST ABOVE WRITTEN.

ADDITIONAL GRANTORS:

REVERSE BIOENGINEERING, INC.

By: /s/ Joanne Hackett
 Name: Joanne Hackett
 Title: Interim Chief Executive Officer

RECYTE THERAPEUTICS, INC.

By: /s/ Joanne Hackett
 Name: Joanne Hackett
 Title: President, Secretary, Chief Financial Officer

UNIVERXOME BIOENGINEERING, INC.

By: /s/ Joanne Hackett
 Name: Joanne Hackett
 Title: Chief Executive Officer, President, Treasurer, Secretary

[Signature Page to Joinder Agreement]

ACKNOWLEDGED AND AGREED
 as of the date first above written:

AGEX THERAPEUTICS INC.

By: /s/ Joanne Hackett
 Name: Joanne Hackett
 Title: Interim Chief Executive Officer

JUVENESCENCE LIMITED
 as Lender

By: /s/ Denham Eke
 Name: Denham Eke
 Title: Director

[Signature Page to Joinder Agreement]

Annex 1-A

Schedules to Joinder Agreement

CERTIFICATION

I, Joanne M. Hackett, certify that:

1. I have reviewed this quarterly report on Form 10-Q of AgeX Therapeutics, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rule 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this periodic report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 14, 2023

/s/ Joanne M. Hackett

Joanne M. Hackett
Interim Chief Executive Officer

CERTIFICATION

I, Andrea E. Park, certify that:

1. I have reviewed this quarterly report on Form 10-Q of AgeX Therapeutics, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rule 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this periodic report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

(d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent functions):

- (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
- (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 14, 2023

/s/ Andrea E. Park

Andrea E. Park
Chief Financial Officer

**CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report on Form 10-Q of AgeX Therapeutics, Inc. (the "Company") for the quarter ended September 30, 2023, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), we, Joanne M. Hackett, Interim Chief Executive Officer, and Andrea E. Park, Chief Financial Officer, of the Company, certify pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and
2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: November 14, 2023

/s/ Joanne M. Hackett

Joanne M. Hackett
Interim Chief Executive Officer

/s/ Andrea E. Park

Andrea E. Park
Chief Financial Officer
