UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549

FORM 10-Q

(Mark One)

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

For the quarterly period ended July 31, 2024

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: 001-41854

enGene Holdings Inc.

(Exact Name of Registrant as Specified in its Charter)

British Columbia, Canada	**N/A**
(State or other jurisdiction of incorporation or organization)	**(I.R.S. Employer Identification No.)**
4868 Rue Levy, Suite 220 Saint-Laurent, QC, Canada	**H4R 2P1**
(Address of principal executive offices)	**(Zip Code)**

Registrant's telephone number, including area code: (514) 332-4888

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

Title of each class	**Trading Symbol(s)**	**Name of each exchange on which registered**
Common Shares	ENGN	The Nasdaq Stock Market LLC
Warrants, each exercisable for one Common Share, at an exercise price of $11.50 per share	ENGNW	The Nasdaq Stock Market LLC

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 pursuant 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 ☒

As of September 6, 2024, the registrant had 44,215,577 Common Shares, with no par value per share, outstanding.

Table of Contents

SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS

Certain statements in this Quarterly Report on Form 10-Q may constitute “forward-looking statements” within the meaning of U.S. securities laws and “forward-looking information” within the meaning of Canadian securities laws (collectively, “forward-looking statements”). enGene’s forward-looking statements include, but are not limited to, statements regarding enGene’s management teams’ expectations, hopes, beliefs, intentions, goals or strategies regarding the future. In addition, any statements that refer to projections, forecasts or other characterizations of future events or circumstances, including any underlying assumptions, are forward-looking statements. The words “anticipate,” “appear,” “approximate,” “believe,” “continue,” “could,” “estimate,” “expect,” “foresee,” “intends,” “may,” “might,” “plan,” “possible,” “potential,” “predict,” “project,” “seek,” “should,” “would” and similar expressions (or the negative version of such words or expressions) may identify forward-looking statements, but the absence of these words does not mean that a statement is not forward-looking. Forward-looking statements in this Quarterly Report on Form 10-Q may include, for example, statements about:

- the ability of enGene to recognize the anticipated benefits of the business combination between FEAC, the Company and Old enGene and related transactions ("Business Combination"), which may be affected by, among other things, competition and the ability of the combined business to grow and manage growth profitably;
- enGene’s financial performance following the Business Combination, including financial projections and business metrics and any underlying assumptions thereunder;
- the ability to maintain the listing of the Company's common shares ("Common Shares") and warrants to purchase Common Shares ("Warrants") on Nasdaq or another national securities exchange;
- enGene’s success in recruiting and retaining, or changes required in, officers, key personnel or directors following the completion of the Business Combination;
- enGene’s plans and ability to execute product development, manufacturing process development, preclinical and clinical development efforts successfully and on anticipated timelines;
- enGene’s ability to design, initiate and successfully complete clinical trials and other studies for its product candidates and its plans and expectations regarding its ongoing or planned clinical trials;
- enGene’s plans and ability to obtain and maintain marketing approval from the U.S. Food and Drug Administration and other regulatory authorities, including the European Medicines Agency, for its product candidates;
- enGene’s plans and ability to commercialize its product candidates, if approved by applicable regulatory authorities;
- the degree of market acceptance of enGene’s product candidates, if approved, and the availability of third-party coverage and reimbursement;
- the ability of enGene’s external contract manufacturers to support the manufacturing, release testing, stability analysis, clinical labeling and packaging of enGene’s products;
- enGene’s future financial performance and the sufficiency of enGene’s cash and cash equivalents to fund its operations;
- the outcome of any known and unknown litigation and regulatory proceedings, including any legal proceedings that may be instituted against enGene or any of its directors or officers following the Business Combination; and
- enGene’s ability to implement and maintain effective internal controls.

All forward looking-statements, including, without limitation, our examination of historical operating trends, are based upon our current expectations and various assumptions. Certain assumptions made in preparing the forward-looking statements include:

- enGene is able to recruit and retain qualified scientific and management personnel, establish clinical trial sites and patient registration for clinical trials and acquire technologies complementary to, or necessary for, its programs;
- enGene is able to enroll, in a timely manner, a sufficient number of patients in each cohort of the Phase 2 LEGEND trial to assess the efficacy and safety of detalimogene voraplasmid, or detalimogene, formerly referred to as EG-70, including, the pivotal cohort, the cohort with the BCG-naïve patient population, the BCG-exposed patient population and the BCG-unresponsive, papillary-only Ta/T1 disease;
- enGene is able to file a Biologics License Application mid-2026 with the FDA for approval to market detalimogene in the United States as a monotherapy to treat BCG-unresponsive NMIBC with Cis;
- detalimogene’s product profile can be integrated seamlessly into community urology clinics where the vast majority of NMIBC patients are treated;

•enGene is able to retain commercial rights to detalimogene in the United States and commercialize detalimogene independently, while selectively partnering outside of the United States;

•enGene is able to execute the “pipeline-in-a-product” development strategy for detalimogene; and

•enGene is able to utilize the DDX gene delivery platform to develop effective, new agents for the delivery of genetic medicines to mucosal tissues.

You should not place undue reliance on these forward-looking statements which speak only as of the date hereof. The forward-looking statements contained in this Quarterly Report on Form 10-Q are based primarily on current expectations and projections about future events and trends that may affect our business, financial condition and operating results. The following uncertainties and factors, among other things (including those described in “Risk Factors” in our Annual Report on Form 10-K and elsewhere in this Quarterly Report on Form 10-Q and in our other filings with the Securities and Exchange Commission (“SEC”)), could affect future performance and actual results to differ materially and adversely from those expressed in, anticipated or implied by forward-looking statements:

•the risk that the Business Combination disrupts current plans and operations of enGene as a result of consummation of the Reverse Recapitalization;

•the ability to recognize the anticipated benefits of the Business Combination;

•risks applicable to enGene’s business, including the extensive regulation of all aspects of enGene’s business, competition from other existing or newly developed products and treatments;

•risks associated with the protection of intellectual property, enGene’s ability to raise additional capital to fund its produce development activity, and its ability to maintain key relationships and to attract and retain talented personnel;

•the possibility that enGene may be adversely affected by changes in domestic and foreign business, market, financial, political, geopolitical, legal conditions and laws and regulations;

•the risk that any regulatory approvals are not obtained, are delayed or are subject to unanticipated conditions that could adversely affect enGene or the expected benefits of the Business Combination; or

•other risks and uncertainties set forth in the section entitled “Risk Factors” in our Annual Report on Form 10-K and elsewhere in this Quarterly Report on Form 10-Q and in our other filings with the SEC.

In addition, statements that “we believe” and similar statements reflect beliefs and opinions on the relevant subject. These statements are based on information available to us as of the date of this Quarterly Report on Form 10-Q. While we believe that information provides a reasonable basis for these statements, that information may be limited or incomplete. Our statements should not be read to indicate that we have conducted an exhaustive inquiry into, or review of, all relevant information. These statements are inherently uncertain, and investors are cautioned not to unduly rely on these statements.

The forward-looking statements made in this Quarterly Report on Form 10-Q relate only to events as of the date on which the statements are made. We undertake no obligation to update any forward-looking statements made in this Quarterly Report on Form 10-Q to reflect events or circumstances after the date of this Quarterly Report on Form 10-Q or to reflect new information or the occurrence of unanticipated events, except as required by law. We may not actually achieve the plans, intentions or expectations disclosed in our forward-looking statements, and you should not place undue reliance on our forward-looking statements.

PART I—FINANCIAL INFORMATION

Item 1. Financial Statements.

ENGENE HOLDINGS INC.
CONDENSED CONSOLIDATED BALANCE SHEETS
(AMOUNTS IN THOUSANDS OF USD, EXCEPT FOR SHARE AND PER SHARE DATA)
(Unaudited)

	July 31, 2024	October 31, 2023
Assets		
Current assets:		
Cash and cash equivalents	$ 257,678	$ 81,521
Restricted certificate of deposit	75	76
Investment tax credits receivable	241	2,343
Prepaid and other current assets	4,700	1,500
Total current assets	262,694	85,440
Property and equipment, net	1,014	589
Operating lease right of use asset	1,790	—
Other assets	1,381	930
Total assets	$ 266,879	$ 86,959
Liabilities, redeemable convertible preferred shares and shareholders' equity		
Current liabilities:		
Accounts payable	$ 2,862	$ 1,156
Accrued expenses and other current liabilities	8,833	3,539
Operating lease liabilities, current	422	—
Current portion of notes payable	1,341	562
Total current liabilities	13,458	5,257
Note payable, net of current portion	21,612	9,216
Operating lease liabilities, net of current portion	1,480	—
Total liabilities	36,550	14,473
Shareholders' equity:		
Preferred shares, no par value; unlimited shares authorized, no shares issued and outstanding as of July 31, 2024 and October 31, 2023.	—	—
Common shares, no par value; unlimited shares authorized, 44,215,577 and 23,197,976 shares issued and outstanding as of July 31, 2024 and October 31, 2023, respectively.	453,479	259,373
Additional paid-in capital	17,297	13,717
Accumulated other comprehensive loss	(1,016)	(1,016)
Accumulated deficit	(239,431)	(199,588)
Total shareholders' equity	230,329	72,486
Total liabilities, redeemable convertible preferred shares and shareholders' equity	$ 266,879	$ 86,959

The accompanying notes are an integral part of these condensed consolidated financial statements.

ENGENE HOLDINGS INC.
CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS AND COMPREHENSIVE LOSS
(AMOUNTS IN THOUSANDS OF USD, EXCEPT FOR SHARE AND PER SHARE DATA)
(Unaudited)

	For the three months ended July 31,		For the nine months ended July 31,	
	2024	2023	2024	2023
Operating expenses:				
Research and development	$ 11,549	$ 3,901	$ 27,042	$ 10,787
General and administrative	5,210	2,347	17,800	4,831
Total operating expenses	16,759	6,248	44,842	15,618
Loss from operations	16,759	6,248	44,842	15,618
Other (income) expense, net:				
Change in fair value of convertible debentures embedded derivative liabilities	—	(435)	—	(753)
Change in fair value of warrant liabilities	—	(5,521)	—	(3,995)
Change in fair value of convertible debentures	—	2,941	—	2,941
Interest income	(3,380)	(394)	(7,389)	(710)
Interest expense	751	1,442	2,042	3,794
Loss on extinguishment of debt	—	—	366	—
Other expense, net	47	439	20	525
Total other (income) expense, net	(2,582)	(1,528)	(4,961)	1,802
Net loss before provision for income taxes	14,177	4,720	39,881	17,420
Provision for (benefit from) income taxes	(29)	—	(38)	—
Net loss and comprehensive loss	$ 14,148	$ 4,720	$ 39,843	$ 17,420
Deemed dividend attributable to redeemable convertible preferred shareholders	—	1,273	—	3,726
Net loss attributable to common shareholders, basic and diluted	$ 14,148	$ 5,993	$ 39,843	$ 21,146
Net loss per share of common shares, basic and diluted (retrospectively restated to reflect Reverse Recapitalization – see Note 1 and Note 3)	$ 0.32	$ 8.55	$ 1.12	$ 30.77
Weighted-average common shares outstanding, basic and diluted (retrospectively restated to reflect Reverse Recapitalization – see Note 1 and Note 3)	44,168,986	701,323	35,564,767	687,188

The accompanying notes are an integral part of these condensed consolidated financial statements.

ENGENE HOLDINGS INC.
CONDENSED CONSOLIDATED STATEMENTS OF REDEEMABLE CONVERTIBLE PREFERRED SHARES AND SHAREHOLDERS' EQUITY (DEFICIT)
(AMOUNTS IN THOUSANDS OF USD, EXCEPT FOR SHARE AND PER SHARE DATA)
(Unaudited)

	Class A Redeemable Convertible Preferred Shares*		Class B Redeemable Convertible Preferred Shares*		Class C Redeemable Convertible Preferred Shares*		Common Shares*		Additional Paid in	Accumulated Other Comprehensive	Accumulated	Total Shareholders'
	Shares	Amount	Shares	Amount	Shares	Amount	Shares	Amount	Capital	Loss	Deficit	Deficit
Balance at October 31, 2022	266,696	$ 1,899	156,036	$ 1,554	5,560,607	$ 49,665	665,767	$ 16,390	$ 7,683	$ (1,016)	$ (99,671)	$ (76,614)
Exercise of stock options	—	—	—	—	—	—	1,804	6	(6)	—	—	—
Share-based compensation expense	—	—	—	—	—	—	—	—	20	—	—	20
Net loss	—	—	—	—	—	—	—	—	—	—	(7,418)	(7,418)
Balance at January 31, 2023	266,696	$ 1,899	156,036	$ 1,554	5,560,607	$ 49,665	667,571	$ 16,396	$ 7,697	$ (1,016)	$ (107,089)	$ (84,012)
Exercise of stock options	—	—	—	—	—	—	18,258	27	(10)	—	—	17
Issuance of common shares upon cashless exercise of options	—	—	—	—	—	—	15,494	11	(11)	—	—	—
Stock-based compensation expense	—	—	—	—	—	—	—	—	39	—	—	39
Net loss	—	—	—	—	—	—	—	—	—	—	(5,282)	(5,282)
Balance at April 30, 2023	266,696	$ 1,899	156,036	$ 1,554	5,560,607	$ 49,665	701,323	$ 16,434	$ 7,715	$ (1,016)	$ (112,371)	$ (89,238)
Stock-based compensation expense	—	—	—	—	—	—	—	—	37	—	—	37
Net loss	—	—	—	—	—	—	—	—	—	—	(4,720)	(4,720)
Balance at July 31, 2023	266,696	$ 1,899	156,036	$ 1,554	5,560,607	$ 49,665	701,323	$ 16,434	$ 7,752	$ (1,016)	$ (117,091)	$ (93,921)

	Class A Redeemable Convertible Preferred Shares*		Class B Redeemable Convertible Preferred Shares*		Class C Redeemable Convertible Preferred Shares*		Common Shares*		Additional Paid in	Accumulated Other Comprehensive	Accumulated	Total Shareholders'
	Shares	Amount	Shares	Amount	Shares	Amount	Shares	Amount	Capital	Loss	Deficit	Equity
Balance at October 31, 2023	—	—	—	—	—	—	23,197,976	$ 259,373	$ 13,717	$ (1,016)	$ (199,588)	$ 72,486
Share-based compensation	—	—	—	—	—	—	—	—	291	—	—	291
Issuance of warrants in connection with Amended Term Loan	—	—	—	—	—	—	—	—	319	—	—	319
Net loss	—	—	—	—	—	—	—	—	—	—	(10,711)	(10,711)
Balance at January 31, 2024	—	$ —	—	$ —	—	$ —	23,197,976	$ 259,373	$ 14,327	$ (1,016)	$ (210,299)	$ 62,385
Exercise of stock options	—	—	—	—	—	—	56,974	207	(156)	—	—	51
Stock-based compensation expense	—	—	—	—	—	—	—	—	1,917	—	—	1,917
Issuance of common shares in connection with PIPE Financing, net of issuance costs	—	—	—	—	—	—	20,000,000	187,614	—	—	—	187,614
Issuance of common shares upon exercise of warrants	—	—	—	—	—	—	520,282	6,114	(131)	—	—	5,983
Issuance of common shares upon cashless exercise of warrants	—	—	—	—	—	—	383,355	97	(97)	—	—	-
Net loss	—	—	—	—	—	—	—	—	—	—	(14,984)	(14,984)
Balance at April 30, 2024	—	$ —	—	$ —	—	$ —	44,158,587	$ 453,405	$ 15,860	$ (1,016)	$ (225,283)	$ 242,966
Exercise of stock options	—	—	—	—	—	—	56,990	74	(23)	—	—	51
Stock-based compensation expense	—	—	—	—	—	—	—	—	1,460	—	—	1,460
Net loss	—	—	—	—	—	—	—	—	—	—	(14,148)	(14,148)
Balance at July 31, 2024	—	$ —	—	$ —	—	$ —	$ - 44,215,577	$ 453,479	$ 17,297	$ (1,016)	$ (239,431)	$ 230,329

*- The shares have been retrospectively restated to reflect exchange of shares upon the close of the Reverse Recapitalization. See Notes 1 and 3.

The accompanying notes are an integral part of these condensed consolidated financial statements.

ENGENE HOLDINGS INC.
CONDENSED CONSOLIDATED STATEMENT OF CASH FLOWS
(AMOUNTS IN THOUSANDS OF USD, EXCEPT FOR SHARE AND PER SHARE DATA)
(Unaudited)

	For the nine months ended July 31,	
	2024	**2023**
Cash flows from operating activities:		
Net loss	$ (39,843)	$ (17,420)
Adjustments to reconcile net loss to net cash used in operating activities:		
Non-cash interest expense	588	2,712
Loss on extinguishment of debt	366	—
Loss on the disposal of property and equipment	22	—
Change in fair value of warrant liabilities	—	(3,995)
Change in fair value of convertible debenture embedded derivative liabilities	—	(753)
Change in fair value of convertible debentures	—	2,941
Debt issuance costs expensed upon issuance of debt recorded at the fair value option	—	924
Non-cash lease expense	114	—
Unrealized foreign currency losses	4	545
Share-based compensation expense	3,668	96
Depreciation of property and equipment	240	126
Changes in operating assets and liabilities:		
Investment tax credit receivable	2,101	(1,212)
Prepaid expenses and other assets	(3,651)	(800)
Accounts payable	1,919	968
Accrued expenses and other liabilities	5,765	(2,099)
Lease liabilities	(6)	—
Net cash used in operating activities	(28,713)	(17,967)
Investing activities		
Purchases of property and equipment	(687)	(180)
Net cash used in investing activities	(687)	(180)
Financing activities		
Proceeds from the 2024 PIPE Financing	200,000	—
Payments of issuance costs associated with the 2024 PIPE Financing	(12,386)	—
Proceeds from exercise of stock options	102	17
Proceeds from exercise of common share warrants	5,983	—
Proceeds from issuance of term loan	22,500	—
Repayments of term loan principal	(9,445)	(384)
Payments of debt issuance costs associated with term loan	(585)	—
Proceeds from issuance of April 2023 Notes	—	38,000
Payment of issuance costs associated with April 2023 Notes	—	(313)
Payment of Reverse Recapitalization and PIPE Financing costs	(613)	(2,014)
Net cash provided by financing activities	205,556	35,306
Effect of exchange rate changes on cash and cash equivalents	1	1
Net increase in cash and cash equivalents	176,157	17,160
Cash and cash equivalents at beginning of period	81,521	20,434
Cash and cash equivalents at end of period	$ 257,678	$ 37,594
Supplemental cash flow information:		
Cash paid for interest	$ 1,393	$ 941
Supplemental non-cash investing and financing activities		
Warrant value issued as part of Amended Term Loan	319	1,420
Right of Use Assets obtained in exchange for lease liabilities	1,904	—
Reverse Recapitalization and PIPE Financing transaction costs included within accrued expenses and accounts payable	—	1,129

The accompanying notes are an integral part of these condensed consolidated financial statements.

1.Description of Business

enGene Holdings Inc. (together with its consolidated subsidiaries "enGene" or the "Company") formed in connection with the Merger Agreement (as defined below) was incorporated as 14963148 Canada Inc. under the federal laws of Canada on April 24, 2023 and changed its name to enGene Holdings Inc. on May 9, 2023. On October 31, 2023, enGene Holdings Inc. continued from being a corporation incorporated under and governed by the Canada Business Corporations Act to a company continued to and governed by the Business Corporations Act (British Columbia). enGene Inc., its wholly owned subsidiary since October 31, 2023 (now known as "enGene Inc." or "Old enGene"), is a biopharmaceutical company located in Montreal, Quebec, Canada, and incorporated pursuant to the Canada Business Corporations Act on November 9, 1999.

The Company is a clinical-stage biotechnology company focused on developing genetic medicines to improve the lives of patients, and its head office is located in Montreal, Quebec, Canada. The Company is developing non-viral genetic medicines based on its novel and proprietary dually derived chitosan, or "DDX", gene delivery platform, which allows localized delivery of multiple gene cargos directly to mucosal tissues and other organs.

Merger with Forbion European Acquisition Corp.

Forbion European Acquisition Corporation ("FEAC") was a special purpose acquisition company ("SPAC"), incorporated as a Cayman Island exempted company on August 9, 2021 and formed for the purpose of effecting a merger, capital stock exchange, asset acquisition, share purchase, reorganization or similar business combination with one or more business or entities. On October 31, 2023 (the "Closing Date"), the Company, FEAC, and enGene Inc., consummated the merger (the "Reverse Recapitalization") pursuant to a business combination agreement, dated as of May 16, 2023 (the "Merger Agreement").

The transaction was accounted for as a "reverse recapitalization" in accordance with accounting principles generally accepted in the United States ("GAAP"). Under this method of accounting, FEAC was treated as the "acquired" company for financial reporting purposes. This determination is primarily based on the fact that subsequent to the Reverse Recapitalization, senior management of Old enGene continued as senior management of the combined company; Old enGene identified a majority of the members of the board of directors of the combined company; the name of the combined company is enGene Holdings Inc. and it utilized Old enGene's current headquarters, and Old enGene's operations comprise the ongoing operations of the combined company. Accordingly, for accounting purposes, the Company is considered to be a continuation of Old enGene, with the net identifiable assets of FEAC deemed to have been acquired by Old enGene in exchange for Old enGene common shares accompanied by a recapitalization, with no goodwill or intangible assets recorded. The number of redeemable convertible preferred shares, number of common shares, net loss per common share, the number of warrants to purchase common shares, and the number of stock options and the related exercise prices of the stock options issued and outstanding prior to the Reverse Recapitalization, have been retrospectively restated to reflect an exchange ratio of approximately 0.18048 (the "Exchange Ratio") established in the Merger Agreement. Operations prior to the Reverse Recapitalization are those of Old enGene.

As a result of the Reverse Recapitalization, the Company became a publicly traded company, and listed its ordinary shares and warrants on the Nasdaq Global Market under the symbols "ENGN" and "ENGNW," respectively, commencing trading on November 1, 2023, with Old enGene, a subsidiary of the Company, continuing the existing business operations.

Liquidity and Going Concern

In accordance with Accounting Standards Codification ("ASC") 205-40, *Going Concern,* the Company has evaluated whether there are any conditions and events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern within one year after the date these consolidated financial statements are issued.

The Company's interim condensed consolidated financial statements have been prepared assuming the Company will continue as a going concern, which presumes the Company will continue in operation for the foreseeable future and will be able to realize its assets and discharge its liabilities and commitments in the ordinary course of business.

As an emerging growth entity, the Company has devoted substantially all of its resources since inception to organizing and staffing the Company, raising capital, establishing its intellectual property portfolio, acquiring or discovering product candidates, research and development activities for developing non-viral genetic medicines and other compounds, establishing arrangements with third parties for the manufacture of its product candidates and component materials, and providing general and administrative support for these operations. As a result, the Company has incurred significant operating losses and negative cash flows from operations since its inception and anticipates such losses and negative cash flows will continue for the foreseeable future. The Company has not yet commercialized

any product candidates and does not expect to generate revenue from sales of any product candidates or from other sources for several years, if at all. The Company will need substantial additional funding to support its continuing operations and pursue its development strategy.

The Company has incurred a net loss of $14.1 million and $39.8 million for the three and nine months ended July 31, 2024, respectively, and negative cash flows from operating activities of $28.7 million for the nine months ended July 31, 2024, and, as of that date, has an accumulated deficit of $239.4 million. To date, the Company has not generated any revenues and has financed its liquidity needs primarily through the 2024 PIPE financing, the Reverse Recapitalization and the PIPE financing conducted by the Company as part of the Reverse Recapitalization (the "PIPE Financing"), debt and convertible debentures, and issuance of redeemable convertible preferred shares and warrants.

The Company's ability to continue as a going concern depends on its ability to successfully develop and commercialize its products, achieve and maintain profitable operations, as well as the adherence to conditions of outstanding loans. The Company expects that its existing cash and cash equivalents as of July 31, 2024 will be sufficient to fund its operating expenses and debt obligations requirements for at least the next 12 months from the issuance date of these condensed consolidated financial statements. Effective from the first quarter interim condensed consolidated financial statements, the Company has ceased its disclosure of the existence of a material uncertainty that raised substantial doubt about the Company's ability to continue as a going concern due to the proceeds received from the 2024 PIPE Financing.

2.Summary of Significant Accounting Policies

The Company's significant accounting policies are disclosed in the audited consolidated annual financial statements for the years ended October 31, 2023 and 2022 and notes thereto, as found in our Annual Report on Form 10-K for the year ended October 31, 2023. These interim condensed consolidated financial statements should be read in conjunction with the consolidated annual financial statements. Since the date of those annual financial statements, there have been no changes to the Company's significant accounting policies, except as noted below.

Unaudited Interim Financial Information

The accompanying unaudited interim condensed consolidated financial statements have been prepared in conformity with accounting principles generally accepted in the United States of America ("GAAP") for interim financial reporting and accordingly, they do not include all of the information and footnotes required by GAAP for complete financial statements. The condensed consolidated balance sheet at October 31, 2023 has been derived from the audited consolidated financial statements at that date but does not include all of the information and footnotes required by GAAP for complete financial statements. These interim financial statements include the accounts of the Company and its wholly owned subsidiaries, enGene, Inc. and enGene USA, Inc. All intercompany accounts and transactions have been eliminated in consolidation. The unaudited interim condensed consolidated financial statements have been prepared on the same basis as the audited consolidated annual financial statements as of October, 31 2023 and 2022 and for the years ended October 31, 2023, and 2022 and, in the opinion of management, reflect all adjustments, which include only normal recurring adjustments, necessary for a fair statement of the Company's condensed consolidated balance sheet as of July 31, 2024, the condensed consolidated statements of operations for the three and nine months ended July 31, 2024 and 2023, the condensed consolidated statement of redeemable convertible preferred shares and shareholders' equity (deficit) for the three and nine months ended July 31, 2024 and 2023, and condensed consolidated statements of cash flows for the nine months ended July 31, 2024 and 2023. The financial data and other information disclosed in these notes related to the three and nine months ended July 31, 2024 and 2023 are unaudited. The results for the three and nine months ended July 31, 2024 and 2023, are not necessarily indicative of results to be expected for the year ending October 31, 2024, any other interim periods, or any future year or period.

Recently Adopted Accounting Pronouncements

There have been no changes from the financial statements for the year ended October 31, 2023.

3.Reverse Recapitalization

On October 31, 2023 (the "Closing Date"), FEAC, Old enGene, and the Company consummated the merger pursuant to the Merger Agreement, dated as of May 16, 2023. As a result of the Reverse Recapitalization, the Company became a publicly traded company, with Old enGene, a subsidiary of the Company, continuing the existing business operations.

At the effective time of the Reverse Recapitalization:

•each outstanding common share of Old enGene was exchanged for common shares of the Company at the Exchange Ratio;

•each of Old enGene's redeemable convertible preferred shares outstanding immediately prior to the close of the Reverse Recapitalization was exchanged for shares of the Company's common shares based on the same Exchange Ratio, with no dividends or distributions being declared or paid on Old enGene's redeemable convertible preferred shares;

•the 2022 Notes and May 2023 Notes (each as defined in Note 9) of Old enGene's existing convertible notes outstanding immediately prior to the close of the Reverse Recapitalization were converted to Old enGene common shares at the conversion ratio in place at the time of conversion and were exchanged for shares of the Company at the Exchange Ratio;

•each outstanding option to purchase old enGene common shares became fully vested and converted into an option to purchase a number of common shares of the Company equal to the number of common shares of old enGene subject to such option multiplied by the Exchange Ratio, rounded down to the nearest whole share, at an exercise price per share equal to the current exercise price per share for such option divided by the Exchange Ratio, rounded up to the nearest whole cent;

•all of Old enGene's outstanding warrants exercisable for common shares of Old enGene were exchanged for warrants exercisable for the Company's common shares using the Exchange Ratio, with the warrants maintaining the same terms and conditions;

•all of Old enGene's existing outstanding Class C warrants outstanding at the time of the Reverse Recapitalization were terminated; and

•all outstanding shares of FEAC being 3,670,927 shares, held by Forbion Growth Sponsor FEAC I B.V. ("FEAC Sponsor") and shareholders were converted into the same number of the Company's common shares, and outstanding FEAC warrants of 5,029,444 held by FEAC warrant holders were converted into the same number of warrants to purchase one of the Company's common shares.

Upon the close of the Reverse Recapitalization, 13,091,608 common shares of the Company were issued to Old enGene's equity and convertible note holders, 2,679,432 common share warrants of the Company were issued to Old enGene's warrant holders, and 2,706,941 common share options of the Company were issued to Old enGene's share option holders.

In connection with the Merger Agreement, FEAC, the Company, and investors under the PIPE Financing (the "PIPE Investors") entered into Subscription Agreements pursuant to which, the PIPE Investors agreed to purchase the Company's shares and warrants for an aggregate commitment amount of $56.9 million. As part of the PIPE Financing, the Company issued 6,435,441 of the Company's common shares and 2,702,791 warrants to purchase the Company's common shares for an aggregate purchase price equal to $56.9 million on October 31, 2023. The common shares and warrants issued as part of the PIPE Financing were determined to be equity classified. The proceeds were allocated between the common shares and warrants on a relative fair value basis, taking into consideration the quoted market price of the FEAC common shares and warrants on the close of the market on October 31, 2023, resulting in $56.1 million being allocated to the common shares and $0.8 million being allocated to the warrants. In connection with the Merger Agreement, FEAC, the FEAC Sponsor, Forbion Growth Opportunities Fund I Cooperatief U.A. and the other holders of Class B shares in the capital of FEAC ("FEAC Class B Shares"), Old enGene, the Company and the other parties named therein entered into the side letter agreements, pursuant to which the FEAC Sponsor agreed to surrender and in effect issue to PIPE Investors FEAC Class B Shares and FEAC private placement warrants, immediately prior to the closing of the Reverse Recapitalization. Immediately following the Reverse Recapitalization and the PIPE Financing, the Company had 23,197,976 common shares and 10,411,641 warrants outstanding.

On October 31, 2023, as part of the close of the Reverse Recapitalization, the Company received proceeds of $7.4 million from the FEAC trust account, net of the redemption payment to FEAC's public shareholders and cash paid from the trust for FEAC expenses. Additionally, the Company received proceeds of approximately $56.9 million from the PIPE Financing. Upon the closing of the Reverse Recapitalization and PIPE Financing, the Company incurred $6.0 million in transaction costs, which was withheld from the proceeds received. The Company incurred a total of $11.1 million of transaction costs associated with the Reverse Recapitalization and PIPE Financing, of which $5.1 million was previously deferred by the Company and netted against the proceeds upon close. The transaction costs were allocated to the common shares and warrants on a relative fair value basis and netted against the proceeds upon close.

(AMOUNTS IN THOUSANDS OF USD, EXCEPT FOR SHARE AND PER SHARE DATA)

The following table summarizes the elements of the net proceeds from the Reverse Recapitalization and PIPE Financing transaction as of October 31, 2023:

	Recapitalization
Cash – FEAC's Trust Account and Cash (net of redemptions and cash paid for FEAC expenses prior to close)	$ 7,363
Cash – PIPE Financing	56,892
Less transaction costs withheld from cash proceeds on Closing Date	(6,024)
Cash proceeds received from the Reverse Recapitalization and PIPE Financing on Closing Date	$ 58,231
Less transaction costs previously deferred and netted against proceeds	(5,086)
Net cash proceeds from the Reverse Recapitalization and PIPE Financing	$ 53,145

The total transaction costs of $11.1 million were related to third-party legal, accounting services and other professional services used to consummate the Reverse Recapitalization and the PIPE Financing incurred by Old enGene. These transaction costs are allocated between common shares and additional paid-in capital, based on the relative fair value of the common shares and warrants issued upon the close of the Reverse Recapitalization, on the Company's consolidated balance sheet as the Company's common shares have no par value.

The following table summarizes the number of common shares outstanding immediately following the consummation of the Reverse Recapitalization and PIPE Financing transaction:

	Number of Shares
Old enGene Shareholders (Excluding Convertible Notes)	6,711,786
FEAC Shareholders, including sponsor's and shareholder with non-redemption agreement	3,670,927
Convertible Notes - Common Shares issued	6,379,822
Common Shares issued to PIPE Investors	6,435,441
Total Common Shares outstanding immediately after the Reverse Recapitalization and PIPE Financing	23,197,976

4.Fair Value Measurements

The Company did not have any financial assets or liabilities that required fair value measurement on a recurring basis as of July 31, 2024 or October 31, 2023.

During the three and nine months ended July 31, 2024 and during the year ended October 31, 2023, there were no transfers or reclassifications between fair value measure levels of liabilities. The carrying values of all financial current assets, accounts payable and accrued expenses approximate their fair values due to the short-term nature of these assets and liabilities.

During the three and nine months ended July 31, 2023, and as of July 31, 2023, the Company had the following instruments which were measured at fair value.

April 2023 Notes

The Company elected the fair value option of accounting for the April 2023 Notes (see Note 8). The Company recorded the April 2023 Notes at fair value upon the date of issuance, which was determined to be the total cash proceeds received of $8.0 million. The April 2023 Notes were repaid through the issuance of $8.0 million in aggregate amount of convertible notes and warrants issued as part of the 2023 Financing. No change in fair value was recorded on the April 2023 Notes during the three and nine months ended July 31,

(AMOUNTS IN THOUSANDS OF USD, EXCEPT FOR SHARE AND PER SHARE DATA)

2023, given the close proximity between the issuance date of the notes and the repayment date. As of July 31, 2023, the April 2023 Notes were no longer outstanding.

Convertible Debentures Embedded Derivative Liabilities

Prior to the Reverse Recapitalization, the Company's convertible debentures contained equity conversion options, and certain repayment features, that have been identified as a single compound embedded derivative requiring bifurcation from the host contract for the convertible debentures for which the fair value has not been elected. The Company estimated the fair value of the convertible debenture embedded derivative liabilities on issuance using a probability weighted scenario expected return model. The estimated probability and timing of underlying events triggering the conversion and liquidity repayment features and probability of exercise of the extension features within the convertible debentures as well as discount rates, volatility and share prices are inputs used to determine the estimated fair value of the embedded derivative.

Upon the close of the Reverse Recapitalization the 2022 Notes were converted and exchanged for common shares of the Company, resulting in an extinguishment of the 2022 Notes and related embedded derivative liability. Further the BDC Note (as defined below) was repaid in full. Refer to Note 3 and Note 9.

The following table provides a summary of the change in the estimated fair value of the Company's convertible debentures embedded derivative liabilities for three and nine months ended July 31, 2023.

	Total
Balance as of October 31, 2022	$ 3,791
Change in fair value of convertible debenture embedded derivative liabilities	307
Foreign exchange (gain)/loss	5
Balance as of January 31, 2023	4,103
Change in fair value of convertible debenture embedded derivative liabilities	(625)
Foreign exchange (gain)/loss	(4)
Balance as of April 30, 2023	$ 3,474
Change in fair value of convertible debenture embedded derivative liabilities	(435)
Foreign exchange (gain)/loss	15
Balance as of July 31, 2023	$ 3,054

Warrant Liabilities

Prior to the consummation of the Reverse Recapitalization, Old enGene issued warrants to purchase redeemable convertible preferred shares as part of the issuance of certain redeemable convertible preferred shares, convertible debentures, and the term loan (the "Preferred Share Warrants"). Upon the close of the Reverse Recapitalization, the Preferred Share Warrants were surrendered for no consideration and the fair value was determined to be zero. The Company estimated the fair value of its Preferred Share Warrant liabilities using a Modified Black-Scholes option-pricing model, which included assumptions that are based on the individual characteristics of the Preferred Share Warrants on the valuation date, and assumptions related to the fair value of the underlying redeemable convertible preferred shares, expected volatility, expected life, dividends, risk-free interest rate and discount for lack of marketability ("DLOM"). Due to the nature of these inputs, the Preferred Share Warrants are considered a Level 3 liability.

The weighted average expected life of the Preferred Share Warrants was estimated based on the weighting of scenarios considering the probability of different terms up to the contractual term of 10 years in light of the expected timing of a future exit event, which includes a SPAC transaction. The Company determines the expected volatility based on an analysis of reported data for a group of guideline companies that have issued instruments with substantially similar terms. The expected volatility has been determined using a weighted average of the historical volatility measures of this group of guideline companies. The risk-free interest rate is determined by reference to the Canadian treasury yield curve in effect at the time of measurement of the warrant liabilities for time periods approximately equal to the weighted average expected life of the warrants. The Company has not paid, and did not anticipate paying, cash dividends on its redeemable convertible preferred shares; therefore, the expected dividend yield is assumed to be zero.

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Because there was no public market for the underlying redeemable convertible preferred shares, the Company determined their fair value based on third-party valuations. Initially, the estimated enterprise equity value of the Company was determined using a market approach and/or cost approach by considering the weighting of scenarios estimated using a back-solve method based on recent financing transactions of the Company. This value was then allocated towards the Company's various securities of its capital structure using an option pricing method, or "OPM", and a waterfall approach based on the order of the superiority of the rights and preferences of the various securities relative to one another. Significant assumptions used in the OPM to determine the fair value of redeemable convertible preferred shares include volatility, DLOM, and the expected timing of a future liquidity event such as an IPO, SPAC transaction or sale of the Company, in light of prevailing market conditions. This valuation process creates a range of equity values both between and within scenarios.

In addition to considering the results of these valuations, the Company considered various objective and subjective factors to determine the fair value of the Company's preferred shares as of each valuation date, including the prices at which the Company sold redeemable convertible preferred in the most recent transactions, external market conditions, the progress of the Company's research and development programs, the Company's financial position, including cash on hand, and its historical and forecasted performance and operating results, and the lack of an active public market for the Company's redeemable convertible preferred shares, among other factors.

The following table provides a summary of the change in the estimated fair value of the Company's warrant liabilities for the three and nine months ended July 31, 2023:

	Total
Balance as of October 31, 2022	$ 11,456
Change in fair value of warrant liabilities	1,185
Foreign exchange (gain)/loss	217
Balance as of January 31, 2023	12,858
Change in fair value of warrant liabilities	341
Foreign exchange (gain)/loss	(196)
Balance as of April 30, 2023	$ 13,003
Warrant liability recognized upon 2023 Financing	1,420
Change in fair value of warrant liabilities	(5,521)
Foreign exchange (gain)/loss	400
Balance as of July 31, 2023	$ 9,302

May 2023 Notes

The Company elected the fair value option of accounting for the May 2023 Notes. The Company estimated the fair value of the May 2023 Notes using a probability weighted scenario expected return model. The estimated probability and timing of underlying events within the convertible debentures as well as discount rates, volatility and share prices are inputs used to determine the estimated fair value of the May 2023 Notes. As part of the issuance of the May 2023 Notes, the Company also issued warrants which were determined to be freestanding, liability classified and measured at fair value, as discussed further below. The Company recorded both the May 2023 Notes and warrants issued as part of the 2023 Financing at inception and subsequently at fair value.

The assumptions that the Company used to determine the fair value of the May 2023 Notes as of the issuance date and as of July 31, 2023 are as follows:

	As Of 31-Jul-23	As Of Issuance Date
Probability of qualified financing*	75%	60%
Volatility	85%	85%
Class C Preferred Share Price (CAD)	$ 2.074	$ 2.074
Liquidity price at conversion of listing event**	$ 8.42	$ 8.42
Fair value of common share at conversion of listing event**	$ 10.25	$ 10.25
Discount rate	38.70%	40.80%
Expected time to respective scenarios	0.2 years	0.3 years

* The probability represents the cumulated probabilities of conversion at various dates before maturity. The probability includes the probability of a SPAC transaction (which corresponds to a listing event for the 2023 Notes).

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** The liquidity price at the conversion of a listing event represents the conversion price of the 2023 Notes upon the business combination with FEAC, and the fair value per common share at conversion of a listing event represents the price per share of the Newco upon the business combination with FEAC, as set forth in the business combination agreement.

The Company recorded the May 2023 Notes upon issuance at fair value and will subsequently remeasure the notes to fair value at each reporting period until settled. The following table provides a summary of the change in the estimated fair value of the Company's 2023 Notes for the three and nine months ended July 31, 2023 as follows:

	Total
Balance as of October 31, 2022	$ —
Issuance of May 2023 Notes	37,044
Change in fair value of convertible debentures	2,941
Balance as of July 31, 2023	$ 39,985

5.Property and Equipment, Net

As of July 31, 2024, and October 31, 2023, property and equipment consisted of the following:

	July 31, 2024	October 31, 2023
Lab equipment	$ 1,966	$ 1,779
Computer equipment	62	269
Computer software	146	70
Office furniture	141	69
Leasehold improvements	226	129
Property and equipment	2,541	2,316
Less: Accumulated depreciation and amortization	1,527	1,727
Property and equipment, net	$ 1,014	$ 589

Depreciation and amortization expense related to property and equipment was $82 and $43 for the three months ended July 31, 2024 and 2023, respectively. Depreciation and amortization expense related to property and equipment was $240 and $126 for the nine months ended July 31, 2024 and 2023, respectively.

6.Accrued Expenses and Other Current Liabilities

As of July 31, 2024, and October 31, 2023, accrued expenses and other current liabilities consisted of the following:

	July 31, 2024	October 31, 2023
Accrued research and development expenses	$ 4,875	$ 759
Professional fees	638	1,708
Employee compensation and related benefits	2,917	814
Accrued income tax payable	—	39
Other	403	219
Total accrued expenses and other current liabilities	$ 8,833	$ 3,539

7.License Agreement and Clinical Research Organization

License Agreement – Nature Technology Corporation

On April 10, 2020, the Company entered into a Non-Exclusive License Agreement (the "License Agreement") with Nature Technology Corporation ("NTC") whereby the Company licenses certain rights to Nanoplasmid™ technology from NTC for commercialization. Under the terms of the License Agreement, NTC granted to the Company and its affiliates a non-exclusive, royalty-bearing, sublicensable license to research, have researched, develop, have developed, make, have made, use, have used, import, have imported, sell, offer to sell, and have sold or offered for sale any product in the defined license field. Unless terminated earlier, the NTC license agreement will continue until no valid claim of any licensed patent exists in any country. The Company can voluntarily terminate the license agreement with prior notice to NTC.

The Company paid NTC an initial, upfront fee of $50 thousand which was recorded as research and development expense upon entering into the License Agreement. Beginning on the first anniversary of the effective date of the License Agreement and on each subsequent anniversary, the Company is required to pay NTC a $50 thousand annual maintenance fee. The Company is also required to make a payment to NTC of $50 thousand upon assigning the License Agreement to a third party.

The License Agreement provides for a one-time payment of $50 thousand for the first dose of a milestone product, as defined in the License Agreement, in the first patient in a Phase I clinical trial or, if there is no Phase I clinical trial, in a Phase II clinical trial, as well as a one-time payment of $450 thousand upon regulatory approval of a milestone product by the U.S. Food and Drug Administration. The first milestone related to the first dose of a milestone product, was achieved during the year ended October 31, 2021. The second milestone, regulatory approval of a milestone product, has not yet been achieved as of the period ended July 31, 2024. The Company is also required to pay NTC a royalty percentage in the low single digits of the aggregate net product sales in a calendar year by the Company, its affiliates or sublicensees on a product-by-product and country-by-country basis, as long as the composition or use of the applicable product is covered by a valid claim in the country where the net sales occurred. Royalty obligations under the license agreement will continue until the expiration of the last valid claim of a licensed patent covering such licensed product in such country.

In the event that the Company or any of its affiliates or sublicensees manufactures any Good Manufacturing Practice ("GMP") lot of a product, then the Company or any such affiliate or sublicensee will be obligated to pay NTC an amount per manufactured gram of GMP (or its equivalent) lot of product, which varies based on the volume manufactured. The payment will expire on a product-by-product basis upon receipt of regulatory approval to market a product in any country in the licensed territory.

During each of the three and nine months ended July 31, 2024 and 2023, the Company incurred $50 thousand and $13 thousand, respectively of expenses related to the annual maintenance fee under the License Agreement, which is recorded within research and development expenses.

8.Notes Payable

2021 Loan and Security Agreement

On December 30, 2021, the Company entered into a Loan and Security Agreement (the "Prior Loan Agreement") with Hercules Capital, Inc. ("Hercules" or the "Lender") for the issuance of a term loan facility with an aggregate principal amount of up to $20.0 million (the "Prior Term Loan"). The Prior Loan Agreement provided for (i) an initial term loan advance of $7.0 million, which closed on December 30, 2021, (ii) subject to the achievement of certain clinical milestones ("Clinical Milestone"), a right of the Company to request that the Lender make additional term loan advances to the Company in an aggregate principal amount of up to $4.0 million from the achievement of the Clinical Milestone through June 15, 2022, which was drawn in June 2022, and (iii) subject to the achievement of certain financial milestones ("Financial Milestone"), a right of the Company to request that the Lender make additional term loan advances to the Company in an aggregate principal amount of up to $9.0 million from achievement of the Financial Milestone through December 15, 2022, which was not achieved. The Company is required to pay an end of term fee ("Prior Term Loan End of Term Charge") equal to 6.35% of the aggregate principal amount of the Prior Term Loan advances upon repayment.

The Prior Term Loans were scheduled to mature on July 1, 2025, with no option for extension (the "Prior Term Loan Maturity Date").

The Prior Term Loan accrued interest at an annual rate equal to the greater of (i) 8.25% plus the prime rate of interest as reported in the Wall Street Journal minus 3.25% and (ii) 8.25% provided, that, from and after the date the Company achieves the financial

milestone, as defined within the agreement, the reference to 8.25% in clauses (i) and (ii) is reduced to 8.15%. Borrowings under the Prior Term Loan are repayable in monthly interest-only payments through June 2023. After the interest-only payment period, borrowings under the Prior Term Loan are repayable in equal monthly payments of principal and accrued interest until the Maturity Date. At the Company's option, the Company may elect to prepay all, but not less than all, of the outstanding term loan by paying the entire principal balance and all accrued and unpaid interest thereon plus a prepayment charge equal to the following percentage of the principal amount being prepaid: (i) 3.0% of the principal amount outstanding if the prepayment occurs in any of the first twelve months following the closing date of the last draw down; (ii) 2.0% of the principal amount outstanding if the prepayment occurs after the first twelve months following the closing date of the last draw down, but on or prior to twenty-four months following the closing date of the last draw down; and 1.0% of the principal amount outstanding at any time thereafter but prior to the Maturity Date.

In connection with the Prior Term Loan, the Company granted Hercules a security interest senior to any current and future debts and to any security interest, in all of the Company's right, title, and interest in, to and under all of the Company's property and other assets, and certain equity interests and accounts of Old enGene, subject to limited exceptions including the Borrower's intellectual property. The Prior Loan Agreement also contains certain events of default, representations, warranties and non-financial covenants of the Company.

The debt discount and issuance costs under the Prior Term Loan were accreted to the principal amount of debt and being amortized from the date of issuance through the Maturity Date to interest expense using the effective-interest rate method. The effective interest rate of the outstanding debt under the Prior Loan Agreement was approximately 18.3% as of October 31, 2023.

The Company borrowed $11.0 million under the Prior Loan Agreement and incurred $1.1 million of debt discount and issuance costs inclusive of facilities fees, legal fees, Prior Term Loan End of Term Charge and initial fair value of the warrants under the Prior Term Loan.

Old Hercules Warrants

Under the Prior Loan Agreement, the Company agreed to issue to Hercules warrants (the "Old Hercules Warrants") to purchase a number of shares of Old enGene's redeemable convertible preferred shares at the exercise price equal to 2.5% of the aggregate amount of the Prior Term Loans that are funded, as such amounts are funded. On the first tranche closing, Old enGene issued a warrant to purchase 84,714 Class C Preferred Shares which were determined to have a fair value of $34 thousand upon issuance. On the second tranche closing, in June 2022, Old enGene issued an additional warrant to purchase 48,978 Class C Preferred Shares which were determined to have a fair value of $23 thousand upon issuance. The fair value of the Old Hercules Warrant values were initially recorded as a discount to the Prior Term Loan principal balance and are being amortized to interest expense using the effective interest method over the life of the Prior Term Loan.

The Old Hercules Warrants were initially exercisable for a period of ten years from the date of the issuance of each warrant at a per-share exercise price equal to $2.632 Canadian dollars, subject to certain adjustments as specified in the warrants. In addition, the Company has granted to the holders of the Old Hercules Warrants certain registration rights on a pari passu basis with the holders of outstanding preferred shares and warrants to purchase preferred shares.

The Company accounted for the warrants as a liability prior to the consummation of the Reverse Recapitalization since they were indexed to Old enGene's redeemable convertible preferred shares that were classified as temporary equity. The Company remeasured the fair value of the warrants at each reporting date with changes being recorded as a change in the fair value of the warrant liabilities.

Upon the close of the Reverse Recapitalization, the Old Hercules Warrants, along with all other warrants to purchase shares of Old enGene's redeemable convertible preferred shares, were surrendered for no consideration.

Amended Loan and Security Agreement

On December 22, 2023 (the "Hercules Closing Date"), the Company entered into an amended and restated loan and security Agreement (the "Amended Loan Agreement"), with Hercules, as agent and lender, and the several banks and other financial institutions or entities from time to time parties thereto (with Hercules, the "Lenders"). The Amended Loan Agreement amends and restates in its entirety the Prior Loan Agreement with Hercules dated December 30, 2021.

The Amended Loan Agreement provides for a term loan facility of up to $50.0 million available in multiple tranches (the "Term Loan"), as follows: (i) an initial term loan advance (the "Tranche 1 Advance") that was made on the Tranche 1 Advance closing of $22.5 million, approximately $8.6 million of which was applied to refinance in full the term loans outstanding under the Prior Loan Agreement, (ii) subject to the achievement of the specified Interim Milestone (the "Interim Milestone"), which includes no default or

event of default, delivery of written notice to the Lenders that the Company has conducted an analysis of interim efficacy of data from the clinical evaluation of detalimogene voraplasmid, or detalimogene, formerly referred to as EG-70, in the Phase 2 clinical study, and satisfaction of certain other conditions precedent, a right of the Company to request that the Lenders make additional term loan advances to us in an aggregate principal amount of up to $7.5 million from the date of achievement of the Interim Milestone through the earlier of (x) 60 days following the achievement of the Interim Milestone and (y) March 31, 2025, and (iii) an uncommitted tranche subject to the Lenders' investment committee approval and satisfaction of certain other conditions precedent (including payment of a 0.75% facility charge on the amount borrowed), pursuant to which the Company may request from time to time up to and including the Amortization Date (defined below) that the Lenders make additional term loan advances to the Company in an aggregate principal amount of up to $20.0 million. The Company is required to pay upon the earlier of January 1, 2028 (the "Maturity Date") or payment in full of the Term Loans, an end of term fee equal to 5.50% of the aggregate principal amount of the Term Loans (the "End of Term Charge"). The Company is also required to pay on July 1, 2025 or, if earlier, the date the Company prepays the Term Loans, $0.7 million representing the Prior Term Loan End of Term Charge (the Prior Term Loan End of Term Charge and End of Term Charge, collectively the "End of Term Charges").

The Term Loans mature on January 1, 2028, with no option for extension.

The Term Loan bears cash interest payable monthly at an annual rate equal to the greater of (a) the prime rate of interest as reported in the Wall Street Journal plus 0.75% (capped at 9.75%) and (b) 9.25%. The Term Loan also bears additional payment-in-kind interest at an annual rate of 1.15%, which is added to the outstanding principal balance of the Term Loan on each monthly interest payment date. Borrowings under the Amended Loan Agreement are repayable in monthly interest-only payments through the "Amortization Date", which is either: (x) July 1, 2025 or (y) if the Interim Milestone is achieved and there has been no default, January 1, 2026, or (z) if the Interim Milestone and certain clinical milestones are achieved and there has been no default, July 1, 2026. After the Amortization Date, the outstanding Term Loans and interest shall be repayable in equal monthly payments of principal and accrued interest until the Maturity Date. The effective interest rate of the Term Loan was 11.84% as of July 31, 2024.

At the Company's option, the Company may elect to prepay all, but not less than all, of the outstanding Term Loan by paying the entire principal balance and all accrued and unpaid interest thereon plus a prepayment charge equal to the following percentage of the principal amount being prepaid: (i) 3.0% of the principal amount outstanding if the prepayment occurs in any of the first twelve months following the Closing Date; (ii) 2.0% of the principal amount outstanding if the prepayment occurs after the first twelve months following the Closing Date but on or prior to twenty-four months following the Closing Date; and (iii) 1.0% of the principal amount outstanding if prepayment occurs at any time thereafter but prior to the Maturity Date.

In connection with the Amended Loan Agreement, the Borrowers granted Hercules a security interest senior to any current and future debts and to any security interest in all of the Borrowers' right, title, and interest in, to and under all of the Company's property and other assets, subject to limited exceptions including the Borrowers' intellectual property.

The Amended Loan Agreement contains negative covenants that, among other things and subject to certain exceptions, could restrict the Borrowers' ability to incur additional liens, incur additional indebtedness, make investments, including acquisitions, engage in fundamental changes, sell or dispose of assets that constitute collateral, including certain intellectual property, pay dividends or make any distribution or payment on or redeem, retire or purchase any equity interests, amend, modify or waive certain material agreements or organizational documents and make payments of certain subordinated indebtedness. The Amended Loan Agreement also contains certain events of default and representations, warranties and non-financial covenants of the Borrowers. The Borrowers have been in compliance with the financial covenants since inception of the Term Loan.

The Company accounted for the Amended Loan Agreement as an extinguishment of the Prior Term Loan. As a result of the extinguishment, the Company recorded a loss of $0.4 million as a component within other income and expense in the Company's consolidated statement of operations during the three and nine months ended July 31, 2024, which represented the difference between the reacquisition price of the debt, including fees and the initial fair value of the warrants paid directly to the lender, and the carrying value of the Prior Term Loan at the time of extinguishment.

As of July 31, 2024, the Company had borrowed $22.5 million under the Amended Loan Agreement and incurred $2.1 million of debt discount and issuance costs inclusive of legal fees and End of Term Charges under the Term Loan.

(AMOUNTS IN THOUSANDS OF USD, EXCEPT FOR SHARE AND PER SHARE DATA)

Hercules Common Share Warrants

In connection with the Amended Loan Agreement, the Company also agreed to issue to the Lenders in connection with each advance of Term Loans warrants to purchase that number of the Company's common shares, as shall be equal to 2% of the aggregate principal amount of such Term Loan advance divided by the Warrants per share exercise price of $7.21 (which exercise price equals the ten-day volume weighted average price for the ten (10) trading days preceding the Hercules Closing Date and is subject to customary adjustments under the terms of the Warrants) (the "Hercules Common Share Warrants"). The Hercules Common Share Warrants are exercisable for a period of seven years from issuance.

Under the terms of the Amended Loan Agreement, the maximum number of Hercules Common Share Warrants and underlying Common Shares of the Company that could be issued is 138,696. On the Hercules Closing Date, the Company issued to the Lenders 62,413 Hercules Common Share Warrants in connection with the Tranche 1 Advance of the Term Loans (the "Closing Date Warrants"). The Closing Date Warrants have been determined to be equity classified as they do not meet the definition of a liability under ASC 480 and are considered indexed to the Company's common shares as prescribed by ASC 815. Upon entering into the Amended Loan Agreement, $0.3 million of the total $22.5 million Tranche 1 Advance was allocated to the warrants, on a relative fair value basis, and recorded within additional paid in capital.

Subsequently issued Hercules Common Share Warrants shall be substantially in the form of the Closing Date Warrants. Under the terms of the Amended Loan Agreement, the maximum number of Hercules Common Share Warrants and resultant underlying common shares of the Company that could be issued is 138,696 (i.e. 2% of the $50.0 million total commitment amount divided by the exercise price of $7.21 price specified in the Closing Date Warrant), assuming no adjustments are made under the terms of the Hercules Common Share Warrants and further assuming the full amount of Term Loans are drawn.

As of July 31, 2024 and October 31, 2023, the carrying value of the term loans consisted of the following:

	July 31, 2024	October 31, 2023
Note payable, including End of Term Charge	$ 24,596	$ 10,144
Debt discount, net of accretion	(1,823)	(474)
Accrued interest	180	108
Note payable, net of discount	$ 22,953	$ 9,778

As of October 31, 2023, the Company classified $0.6 million of the note payable as current, which represents the principal payments due and amortization of the debt discount between October 31, 2023 and the date the Prior Term Loan was amended in December 2023, as the debt was refinanced on a long-term basis in the subsequent period.

During the three months ended July 31, 2024 and 2023, the Company recognized $0.8 million and $0.5 million of interest expense, respectively, related to the term loans, of which $0.1 million and $0.1 million was related to the amortization of the debt discounts, respectively. During the nine months ended July 31, 2024 and 2023, the Company recognized $2.0 million and $1.4 million of interest expense, respectively, related to the term loans, of which $0.4 million and $0.3 million was related to the amortization of the debt discounts, respectively.

Estimated future principal payments due under the Term Loan, including the contractual End of Term Charges and paid in kind interest are as follows as of July 31, 2024:

	Note Principal Payments
2024	$ —
2025	3,285
2026	8,254
2027	9,047
2028	4,617
Total principal payments, including End of Term Charge	25,203

As of July 31, 2024, based on borrowing rates available to the Company for loans with similar terms and consideration of the Company's credit risk, the carrying value of the Company's variable interest rate debt, excluding unamortized debt issuance costs, approximates fair value.

April 2023 Notes

On April 4, 2023, Old enGene entered into a note purchase agreement (the "April 2023 Notes") for a principal amount of $8.0 million with Merck Lumira Biosciences Fund, L.P., Merck Lumira Biosciences Fund (Quebec), L.P., Lumira Ventures III, L.P., Lumira Ventures III (International), L.P., Lumira Ventures IV, L.P., Lumira Ventures IV (International), L.P., Fond de solidarité des travailleurs du Québec (F.T.Q.), and Forbion Capital Fund III Cooperatief U.A. (collectively the "April 2023 Investors"). The April 2023 Notes had an interest free period of 45 days from the date of issuance, and commencing on the 46th day, began to accrue interest at a rate of 15% per annum. The April 2023 Notes were classified as current as they matured on the earlier of (i) July 31, 2023; or (ii) the date the Company completes a qualified financing, as defined within the April 2023 Notes as a financing pursuant to which the Company sells convertible promissory notes, warrants, preferred shares, common shares, or a combination thereof of the Company for an aggregate amount of at least $20.0 million. Upon the completion of the 2023 Financing (as defined below) in May 2023, Old enGene issued convertible debentures and warrants of Old enGene to the April 2023 Note investors, on the same terms and conditions of the convertible debentures and warrants that were issued to the investors of the 2023 Financing, as repayment of the April 2023 Notes.

The Company elected the fair value option of accounting for the April 2023 Notes. The Company recorded the April 2023 Notes at fair value upon the date of issuance, which was determined to be $8.0 million. Given the short period of time that the April 2023 Notes were outstanding, no change in fair value was recorded during the three months ended April 30, 2023. The April 2023 Notes were extinguished in May 2023 as part of the issuance of the May 2023 Notes (see Note 9).

9.Convertible Debentures

Old enGene had issued convertible debentures to various investors. There was no outstanding principal, accrued interest, and unamortized deferred financing costs of the convertible debentures recorded on the balance sheet as of July 31, 2024 and October 31, 2023, as the convertible debentures were converted and exchanged for common shares of the Company or repaid upon the closing of the Reverse Recapitalization. Refer to Note 3.

BDC Notes

In September 2020, Old enGene issued a convertible debenture to the Business Development Bank of Canada ("BDC") in the amount of $2.2 million (the "BDC Notes"). The debt bears interest at rate of 8% per annum and had an initial maturity date of September 28, 2023. In December 2021 Old enGene amended the agreement which resulted in the maturity date extending to September 29, 2025. The BDC Notes were convertible at the option of the holder into Old enGene's Class B redeemable convertible preferred shares at a price of 80% of the price paid per share in qualified financing, as defined within the BDC convertible debenture agreement. The issuance of the Prior Term Loan in 2021 met the definition of a qualified financing per the BDC convertible debenture agreement. As the conversion option was not exercised upon the issuance of the Prior Term Loan, the conversion rights upon a qualified financing were waived. There were optional conversion options that existed if Old enGene is in default, or in the event of certain liquidation events, as defined within the BDC Notes, which allow for conversion of the BDC Note into the most senior share outstanding at the time of the event. If a liquidation event, as defined within the BDC Note agreement, and which included a SPAC transaction, is consummated after a qualified financing, and optional conversion is not elected, the Company is required to pay the investor in cash, the outstanding principal and the accrued but unpaid interest and in addition an amount equal to 20% of the principal.

Upon issuance of the BDC Notes, Old enGene identified embedded derivatives related to the equity conversion features and liquidity event repayment features which required bifurcation as a single compound derivative instrument. Old enGene estimated the fair value of the embedded derivative liabilities upon issuance at $0.2 million. Old enGene remeasured the fair value of the embedded derivatives in effect at each reporting period, with the subsequent changes in the fair value of the derivative being recognized in changes in fair value of derivatives within the Company's consolidated statements of operations and comprehensive loss. The estimated fair value of the embedded derivative liabilities at July 31, 2023 was $0.2 million, resulting in $0.1 million and $43 thousand recorded in change in fair value of convertible debentures embedded derivative liabilities in the consolidated statement of operations and comprehensive loss for the three and nine months ended July 31, 2023, respectively. Total interest expense, including the amortization of debt discounts, of $62 thousand and $0.2 million was recorded for the three and nine months ended July 31, 2023, respectively. As part of the issuance of the BDC Notes, Old enGene incurred an aggregate of $36 thousand of debt issuance costs of which a portion were recorded as a reduction of the carrying value of the BDC Notes, and a portion was allocated to the embedded derivative liabilities

which were expensed as incurred. Upon the close of the Reverse Recapitalization the Company repaid the BDC Note, resulting in full settlement of the note.

2022 Notes

During the year ended October 31, 2022, Old enGene issued convertible debentures for an aggregate amount of $18.4 million on October 20, 2022 (the “2022 Notes”). The 2022 Notes had an initial maturity that is the later of (i) three years from the date of issuance; or (ii) the maturity date of the Prior Term Loan (see Note 8). The 2022 Notes bear interest at 10% per annum commencing on the date of issuance. The 2022 Notes are automatically convertible into common shares or redeemable convertible preferred shares of Old enGene upon certain events. Upon the close of the Reverse Recapitalization, the 2022 Notes were converted into 2,081,359 common shares of the Company.

Upon issuance of the 2022 Notes, Old enGene identified embedded derivatives related to the equity conversion features which required bifurcation as a single compound derivative instrument. Old enGene estimated the fair value of the embedded derivative liabilities upon issuance at $3.5 million. The estimated fair value of the embedded derivative liabilities at July 31, 2023 was $2.8 million, resulting in $0.3 million and $0.7 million recorded in change in fair value of convertible debentures embedded derivative liabilities in the consolidated statement of operations and comprehensive loss for the three and nine months ended July 31, 2023, respectively. Total interest expense, including the amortization of debt discounts, was $0.9 million and $2.2 million was recorded for the three and nine months ended July 31, 2023, respectively. As part of the issuance of the 2022 Notes, the Company incurred an aggregate of $44 thousand of debt issuance costs of which a portion were recorded as a reduction of the carrying value of the 2022 Notes, and a portion was allocated to the embedded derivative liabilities which were expensed as incurred.

On October 31, 2023 upon the close of the Reverse Recapitalization, the 2022 Notes were converted into 2,081,359 common shares of the Company. The Company accounted for the conversion as an extinguishment and recorded a loss on extinguishment of $3.1 million, relating to the difference between the fair value of the common shares issued and the carrying value of the 2022 Notes and fair value of the embedded derivative liability at the time of conversion.

May 2023 Notes

On May 16, 2023, concurrently with the execution and delivery of the Merger Agreement, Old enGene entered into agreements pursuant to which it agreed to issue new convertible notes and warrants (i) for cash in an aggregate principal amount of $30.0 million and (ii) in repayment of the April 2023 Notes in an aggregate amount of $8.0 million (collectively, the "May 2023 Notes” and, together with the warrants purchased concurrently, the "2023 Financing”; the 2023 Financing together with the Amended 2022 Financing, the "Convertible Bridge Financing”).

The 2023 Financing occurred in two separate issuances with $28.0 million issued in May 2023 for $20.0 million in cash and $8.0 million in repayment of the April 2023 Notes, and an additional $10.0 million issued in June 2023 for $10.0 million in cash, of which Forbion Growth Sponsor FEAC I B.V. funded an aggregate amount of $20.0 million of the total $38.0 million. The May 2023 Notes issued as part of the 2023 Financing, if not converted, have an initial maturity date of October 20, 2025 and are to accrue interest at 10% per annum, which is payable upon maturity.

The warrants issued as part of the 2023 Financing were for the purchase of common shares of Old enGene. The 2023 Warrants were only to become exercisable upon the completion of the merger. Upon the close of the Reverse Recapitalization, the 2023 Warrants were exchanged for 2,679,432 warrants of the Company and have the same terms as the public warrants issued upon the FEAC initial public offering, with an exercise price of $11.50, and which will expire five years after the completion of the merger.

The warrants issued as part of the 2023 Financing were concluded to be liability classified upon issuance, as they failed the fixed for fixed criteria that is required for a contract to be considered indexed to the Company’s own stock as prescribed by ASC 815. The terms of the warrants initially required the Company to issue a variable number of shares until the PIPE Financing was executed, at which time the number of warrants became fixed. The 2023 Warrants were initially and subsequently measured at fair value with any changes in fair value recorded as a component of other income and expense within the change in fair value of warrant liabilities. Refer to Note 3. Upon the execution of the PIPE Financing and consummation of the Reverse Recapitalization, the warrants were reclassified to equity as the number of warrants became fixed and it was determined that the warrants met the fixed for fixed criteria that is required for a contract to be considered indexed to the Company’s own stock as prescribed by ASC 815.

10.Redeemable Convertible Preferred Shares

As of October 31, 2022, Old enGene's Articles of Amendment had an unlimited number of authorized shares of each class of redeemable convertible preferred shares.

Class A Redeemable Convertible Preferred Shares

On July 26, 2013, Old enGene entered into a subscription agreement (the "Class A Agreement") with multiple investors, whereby Old enGene agreed to sell to the investors an initial aggregate amount of 610,333 Class A redeemable convertible preferred shares at a price of $1.5929 ($1.63845 CAD) per share for total aggregate proceeds of $1.0 million (the "Class A Initial Closing"). Included within the Class A Agreement were three additional future tranche obligations (the "Class A Second Tranche," "Class A Third Tranche" and "Class A Fourth Tranche") for Old enGene to issue and sell shares of Class A redeemable convertible preferred shares upon the achievement of certain milestone events. Only the Class A Second Tranche closed under the Class A Agreement. The Class A Second Tranche obligated Old enGene to sell and the Class A Investors to purchase 1,830,999 shares of Class A redeemable convertible preferred shares at a price of $1.56967 ($1.63845 CAD) per share for total proceeds of $2.9 million, upon the establishment of the Company's headquarters in Montreal Quebec and completion of experiments required to bolster a patent application for dually-derivatized chitosan (the "Second Closing Milestone Event"), which occurred in 2013. Additionally, upon completing the Class A redeemable convertible preferred share financing, convertible notes of Old enGene held by multiple investors converted into Class A redeemable convertible preferred shares.

Class B Redeemable Convertible Preferred Shares

On January 6, 2015, Old enGene entered into a subscription agreement (the "Class B Agreement") with multiple investors, where Old enGene agreed to sell to the investors an initial aggregate amount of 2,758,221 Class B redeemable convertible preferred shares at a price of $1.85032 ($2.17532 CAD) per share for total proceeds of $5.1 million (the "Class B Initial Closing"). Included within the Class B Agreement were two additional closings (the "Class B Second Tranche," and the "Class B Third Tranche," respectively) which obligated Old enGene to sell and Class B investors to purchase additional Class B redeemable convertible preferred shares upon certain events. The Class B Second Tranche obligated Old enGene to sell and the Class B Investors to purchase 1,838,815 Class B Shares at a price of $1.63419 ($2.17532 CAD) per share for total proceeds of $3.0 million and the Class B Third Tranche obligated Old enGene to sell and the Class B Investors to purchase 1,608,963 Class B Shares at a price of $1.63419 ($2.17532 CAD) per share for total proceeds of $2.6 million. The Class B Second Tranche and Class B Third Tranche closed on March 1, 2017.

Class B-1 Redeemable Convertible Preferred Shares

On September 10, 2015, Old enGene entered into a Subscription Agreement (the Class "B-1 Agreement"), in which Old enGene was to issue 1,523,809 Class B-1 redeemable convertible preferred shares for a purchase price of $1.64367 ($2.17532 CAD) per share, resulting in aggregate proceeds of $2.5 million. During the year ended October 31, 2020, the Class B-1 redeemable convertible preferred shares converted to common shares on a 1:1 basis. Therefore, as of each of the years ended October 31, 2020, October 31, 2021, and October 31, 2022, no shares of the Class B-1 redeemable convertible preferred shares remained outstanding. The Company has presented these shares within temporary equity as of October 31, 2019 within the consolidated statements of redeemable convertible preferred shares and shareholder deficit, as they contained the same redemption features as the Class B redeemable convertible preferred shares (further described above). Upon conversion to common shares, the carrying value of the Class B-1 redeemable convertible preferred shares was reclassified to additional paid in capital within shareholders' deficit.

Class C Redeemable Convertible Preferred Shares

The Class C redeemable convertible preferred shares are issuable in series, of which an unlimited number are designated as Series 1 Class C redeemable convertible preferred shares with an issue price per share of $1.5929 ($1.63845 CAD); an unlimited number are designated as Series 2 Class C redeemable convertible preferred shares with an issue price per share of $1.85032 ($2.175315 CAD); an unlimited number are designated as Series 3 Class C redeemable convertible preferred shares with an issue price per share of $2.12376 ($2.6320 CAD); and an unlimited number are designated as Series 4 Class C redeemable convertible preferred shares that is reserved for the potential conversion of the BDC Notes, and will each have an issue price per share of $1.69901 ($2.10559 CAD).

On June 30, 2021, Old enGene entered into a subscription agreement (the "Class C Agreement") with multiple investors, where Old enGene agreed to sell to the Investors an initial aggregate amount of 3,662,813 Series 3 Class C redeemable convertible preferred shares (the "Series 3 Class C Shares") at a price of $2.12376 ($2.6320 CAD) per share for total proceeds of $7.8 million (the "Class C

Initial Closing"). Included within the Class C Agreement was one additional closing (the "Class C Second Tranche") which obligated Old enGene to sell and Class C investors to purchase additional Class C redeemable convertible preferred shares upon the achievement of certain milestone events. The Class C Second Tranche obligated Old enGene to sell and the Class C investors to purchase 3,662,810 Series 3 Class C Shares at a price of $2.13192 ($2.6320 CAD) per share for total proceeds of $7.8 million. The Class C Second Tranche closed on October 29, 2021.

As part of each of the Class C Initial Closing and Class C Second Tranche, each Class C investor received 3,662,813 and 3,662,810 warrants, respectively, to purchase Class C redeemable convertible preferred shares (the "Class C Warrants"), resulting in an aggregate issued amount of 7,325,623 Class C Warrants. The Class C Warrants have an exercise price of $2.12376 ($2.6320 CAD) per share and a term of 10 years. The Class C Warrants were determined to be liabilities. The Company estimated the fair value of the warrant liabilities upon issuance and remeasured the fair value of the warrant liabilities at each reporting period, with the subsequent changes in the fair value of the warrant liabilities being recognized in changes in fair value of warrant liabilities within the Company's consolidated statements of operations and comprehensive loss. Upon the completion of the Reverse Recapitalization, all existing Class C Warrants of Old enGene were extinguished.

Under the terms of the Class C Agreement, certain convertible notes held by various Class C investors and other investors were exchanged for an aggregate amount of 16,464,646 Class B redeemable convertible preferred shares. Additionally, upon entering into the Class C Agreement, Old enGene also entered into a share exchange agreement (the "Share Exchange Agreement") with the Class A investors and the Class B investors. As part of the Share Exchange Agreement, certain of the Class A redeemable convertible preferred shares issued to Class A investors were exchanged for Series 1 Class C redeemable convertible preferred shares and certain of the Class B redeemable convertible preferred shares issued to the Class B investors were exchanged for Series 2 Class C redeemable convertible preferred shares. This exchange resulted in the derecognition of Class A and B redeemable convertible preferred shares and the recognition of Class C redeemable convertible preferred shares at the fair value of the Class C redeemable convertible preferred shares. The difference between the carrying value of the Class A and Class B redeemable convertible preferred shares and the fair value of the Class C redeemable convertible preferred shares for which they converted into was recorded within additional paid in capital and no gain or loss on extinguishment was recorded within the consolidated statements of operations and comprehensive loss. Further, the February 2020 Warrants, June 2020 Warrants, and 2021 Warrants, which consisted of warrants to purchase Old enGene's Class B redeemable convertible preferred shares and were issued as part of the convertible debentures were cancelled and replaced by the terms of the Class C Warrants. The aggregate amount of outstanding warrants of 10,242,130 from the February 2020 Warrants, the June 2020 Warrants, and the 2021 Warrants converted into 10,242,130 Class C Warrants, which have an exercise price of $2.12376 ($2.6320 CAD) per share and a term expiring on February 14, 2030. Immediately prior to conversion, the warrants were marked to fair value, with the change in the fair value of the warrant liabilities being recognized in changes in fair value of warrant liabilities within the Company's consolidated statements of operations and comprehensive loss.

Upon issuance of each series of Class A, Class B, and Class C Preferred Shares, the Company assessed the embedded conversion and liquidation features of the shares and determined that such features did not require the Company to separately account for these features.

Conversion of Redeemable Convertible Preferred Shares

Pursuant to the terms of the Merger Agreement, upon the consummation of the Reverse Recapitalization, each share of Old enGene's redeemable convertible preferred shares issued and outstanding immediately prior to the close was exchanged for common shares of the Company using the Exchange Ratio of approximately 0.18048. A retrospective adjustment has been applied to all periods presented to reflect the Reverse Recapitalization. Refer to Note 3 for additional discussion.

Undesignated Preferred Shares

The Company's Certificate of Incorporation, as amended and restated, authorizes the Company to issue an unlimited number of preferred shares with no par value. The preferred shares are currently undesignated.

11.Common Shares

The Company has an unlimited number of Common Shares authorized for issuance, with no par value. As of July 31, 2024 and October 31, 2023, there were 44,215,577 and 23,197,976 Common Shares outstanding, respectively.

(AMOUNTS IN THOUSANDS OF USD, EXCEPT FOR SHARE AND PER SHARE DATA)

The holders of the Common Shares are entitled to one vote per Common Share held on all matters submitted to a vote of shareholders. Common shareholders are entitled to receive dividends, as may be declared by the board of directors, or the "Board", if any, subject to the preferential dividend rights of preferred shares. Through July 31, 2024, no cash dividends had been declared or paid.

On February 13, 2024, the Company entered into subscription agreements (collectively, the "2024 Subscription Agreements") with the investors named therein, for the private placement (the "2024 PIPE Financing") of 20,000,000 common shares of the Company, at a price of $10.00 per share. The aggregate gross proceeds from the 2024 PIPE Financing was $200 million, before deducting offering expenses of $12.4 million. The 2024 PIPE Financing closed on February 20, 2024.

Warrants to Purchase Common Shares

As of July 31, 2024 and October 31, 2023, the Company had 8,511,968 and 10,411,641 warrants to purchase Common Shares outstanding, respectively.

Of the warrants to purchase Common Shares outstanding as of July 31, 2024, 8,449,555 have the same terms as the FEAC public warrants issued in connection with FEAC's IPO, and have an exercise price of $11.50, and are exercisable beginning 30 days after the completion of the Reverse Recapitalization and which will expire on October 31, 2028, or five years after the completion of the Reverse Recapitalization. Through July 31, 2024, 383,355 common shares have been issued as a result of the exercise of 1,379,391 warrants on a cashless basis and 520,282 common shares have been issued through cash exercises of warrants for proceeds totaling $6.0 million.

The number of Common Shares to be issued upon the cashless exercise is equal to the quotient obtained by dividing (x) the product of the number of shares underlying the warrants, multiplied by the excess of the "Fair Market Value" over the warrant exercise price of $11.50 by (y) the Fair Market Value. The Fair Market Value is the volume weighted average price of the shares for the ten (10) trading day period ending on the trading day prior to the date that notice of exercise is received by the Company's Warrant Agent from the holder or its broker or intermediary. The warrants had a cashless exercise period until such time as the registration statement under the Securities Act with respect to the enGene Common Shares underlying the enGene Warrants was declared effective, which occurred on March 5, 2024. The Company may elect to call in the warrants for redemption if the share price of the Company equals or exceeds $18.00 for any twenty (20) trading days within the thirty (30) trading-day period ending on the third (3rd) trading day prior to the date on which notice of the redemption is given, subject to adjustments as provided in the terms of the warrant agreement.

The common share warrants have been determined to be equity classified as they do not meet the definition of a liability under ASC 480 and are considered indexed to the Company's common shares as prescribed by ASC 815.

The additional 62,413 of the warrants to purchase Common Shares outstanding as of July 31, 2024, were issued as part of the Amended Term Loan on December 22, 2023, have an exercise price of $7.21, and are exercisable at any time beginning on December 22, 2023 expiring on December 22, 2030, or seven years from the issuance date. The common share warrants have been determined to be equity classified as they do not meet the definition of a liability under ASC 480 and are considered indexed to the Company's common shares as prescribed by ASC 815.

As of July 31, 2024, and October 31, 2023, the Company has reserved the following Common Shares for the exercise of Common Share warrants, share options, and remaining shares reserved for future issuance under the Company's 2023 Plan (as defined below):

	July 31, 2024	October 31, 2023
Warrants to purchase Common Shares	8,511,968	10,411,641
Options to purchase Common Shares	5,525,385	2,706,941
Remaining shares reserved for future issuance under the 2023 Plan	2,871,761	2,607,943
Total	16,909,114	15,726,525

12.Share-Based Compensation

Pursuant to the terms of the Reverse Recapitalization, upon the Closing Date, each outstanding option to purchase Old enGene's common shares issued under the Old Plan's was exchanged for an option to purchase common shares of the Company, and the number

of shares and exercise price of each granted option was adjusted using the exchange ratio of approximately 0.18048. Further, the currency of all exercise prices of the options issued under the Old Plans were converted from CAD to USD using the exchange rate in effect on the day immediately prior to the Closing Date. A retrospective adjustment has been applied to the number of options and exercise price of stock options for all periods presented to reflect the Reverse Recapitalization as discussed further in Note 3.

The Old Plans

Old enGene had an employee share option plan (the "ESOP") and an equity incentive plan (the "EIP") (collectively, the "Old Plans") which was adopted by the Board of Directors, and approved by the shareholders, effective July 5, 2018.

Under the Old Plans, options to purchase non-voting common shares of Old enGene's shares may be granted to directors, officers, employees, consultants and members of the scientific advisory board. The Old Plans provide for the issuance of stock options up to a maximum of 15% of the aggregate issued and outstanding common shares and non-voting common shares of Old enGene calculated on an as converted and fully diluted basis. The Old Plans were administered by Old enGene's Board of Directors. Old enGene's Board of Directors determined the number of options to be granted, the vesting period and the exercise price of new options. It was Old enGene's policy to establish the exercise price at an amount that approximates the fair value of the underlying shares on the date of grant as determined by Old enGene's Board of Directors. The options vest in accordance with the vesting terms determined for each grant by Old enGene's Board of Directors. The vesting terms of Old enGene's granted stock options with service only conditions are typically 100% vesting immediately upon grant date, or over a three- or four-year service period. Upon the consummation of the Reverse Recapitalization, the Company recognized stock based compensation expense of $0.4 million associated with the acceleration of the vesting for the outstanding awards with service only vesting conditions under the Old Plan. As of July 31, 2024, no unrecognized compensation cost remains for the outstanding awards granted under the Old Plan with service only vesting conditions.

On July 7, 2023, the Board of Directors approved the reservation of an additional 1,046,764 non-voting common shares for issuance under the Company's employee equity incentive plan, revising the number of shares reserved from 1,775,729 to 2,822,493. Also on July 7, 2023, the Company granted 1,046,764 options to employees at an exercise price of $5.87 CAD ($4.24 USD). These options are not exercisable unless and until the completion of the Reverse Recapitalization and there is an effective registration statement for the shares underlying such granted options and will terminate automatically in the event of the termination of the Merger Agreement. The Company has valued these awards at the grant date using Black-Scholes pricing model in which the fair value of the stock on the grant date was equal to the exercise price of the award. The expected term has been determined using management's best estimate considering the characteristics of the award, contractual life, the timing of the expected achievement of the performance conditions, the remaining time-based vesting period, if any, and comparison to expected terms used by peers. Upon the grant date, 794,643 of the issued options were fully vested, and the remaining 252,121 options will vest over varying terms up to four years on a pro rata basis. The Company recognizes compensation expense when achievement of the performance condition is deemed probable using an accelerated attribution method, as if each vesting tranche was treated as an individual award. During the year ended October 31, 2023, $2.6 million of stock based compensation expense was recorded associated with the 1,046,764 stock options granted in July 2023 because the Reverse Recapitalization was completed and the Company determined that the filing of the registration statement was probable to occur.

Upon the consummation of the Reverse Recapitalization on October 31, 2023, all options outstanding under the Old Plans were exchanged for 2,706,941 shares options to purchase common shares of the Company based on the Exchange Ratio determined in accordance with the terms of the Merger Agreement. Further, all exercise prices were adjusted by the Exchange Ratio and the currency of the exercise prices was changed from CAD to USD based on the exchange rate in effect on October 30, 2023, the day immediately before the consummation of the Reverse Recapitalization. No incremental compensation cost was recorded as a result of the change in underlying common shares from Old enGene to the Company, or as a result of the change of the exercise prices to reflect the adjustment for the Exchange Ratio and the change in currency from CAD to USD, as it was concluded that the fair value of the awards immediately before and immediately after the modifications did not change. No options remain available for grant under the Old Plans as of October 31, 2023.

The 2023 Plan

On October 31, 2023, upon the completion of the Reverse Recapitalization, the shareholders approved and the Company adopted the enGene Holdings Inc. 2023 Incentive Equity Plan (the "2023 Plan"), which superseded the Old Plans. The 2023 Plan authorizes the award of incentive stock options, or ISOs, non-qualified stock options, or NQSOs, Stock Units, Stock Appreciation Rights, or SARs, and other share-based awards including performance awards and share bonus awards.

(AMOUNTS IN THOUSANDS OF USD, EXCEPT FOR SHARE AND PER SHARE DATA)

The number of shares initially reserved for issuance under the 2023 Plan is 2,607,943 Common Shares, plus 2,706,941 common shares subject to the outstanding grants under the Old Plans, and shall automatically increase on January 1 of each calendar year beginning in 2024 by a number of shares equal to the lesser of 1,946,226 Common Shares and such lesser number as may be determined by the Board. The Common Shares authorized under the 2023 Plan increased by 1,946,226 on January 1, 2024. As of July 31, 2024, the total number of Common Shares reserved for issuance under the 2023 Plan is 7,261,110, and there are 2,871,761 shares remaining for issuance.

The 2023 Plan is administered by the Board or, at the discretion of the Board, by a committee of the Board. The exercise prices, vesting and other restrictions are determined at the discretion of the Board, or its committee if so delegated, except that the exercise price per share of stock options may not be less than 100% of the fair market value of the Common Shares on the date of grant and the term of stock option may not be greater than ten years. Common Shares that are expired terminated, surrendered or cancelled under the 2023 Plan without having been fully exercised will be available for future awards.

On May 15, 2024, the shareholders of the Company approved changes to the 2023 Plan. The original 2023 Plan contained an evergreen provision (the “Evergreen Provision”) pursuant to which, commencing with the first business day of each calendar year beginning in 2024, the aggregate number of the Company’s Common Shares that could be issued or transferred thereunder (the “Plan Share Reserve”) and the number of Common Shares available for options intended to qualify as incentive stock options (the “ISO Sublimit”) each increased by a number of Common Shares equal to the lesser of (x) 1,946,226 Common Shares and (y) such lesser number of Common Shares as may be determined by the Compensation Committee. Pursuant to the Amended and Restated enGene Holdings Inc. 2023 Incentive Equity Plan, on May 15, 2024, the Evergreen Provision was amended to provide for annual increases on the first business day of each calendar year of (i) the Plan Share Reserve by such number of Common Shares as equals 5% of the aggregate number of Common Shares outstanding on the final day of the immediately preceding calendar year (or such smaller number of shares as is determined by the compensation committee), and (ii) the ISO Sublimit by the lesser of 2,500,000 Common Shares and the increase in the Plan Share Reserve (or such smaller number of shares may be determined by the compensation committee of the Company’s board of directors).

CEO Inducement Grant

On July 22, 2024, in connection with entering into the employment agreement with the Chief Executive Officer (the “CEO”), the Company granted an inducement equity award consisting of a non-qualified stock option to purchase 1,250,000 of the Company’s common shares (the “CEO Inducement Grant”). The CEO Inducement Grant was an inducement material to the CEO entering into employment with the Company in accordance with NASDAQ Listing Rule 5635(c)(4) and was granted outside of the Company’s 2023 Plan. The option awarded has an exercise price of $8.81 per share, which is equal to the closing stock price of the Company on the date of the grant and vest over four years, with 25% of the underlying shares vesting on the one-year anniversary of the grant date and the remainder vesting in equal amounts monthly for three years thereafter, subject to continued service. The option has a term of 10 years from the date of the grant. As of July 31, 2024, none of the awards granted under the CEO Inducement Grant have vested, expired, or been forfeited, and all options remain outstanding.

Stock Options

The assumptions that the Company used to determine the grant-date fair value of stock options during the three and nine months ended July 31, 2024 and 2023 are summarized below:

	Three months ended July 31,		Nine months ended July 31,	
	2024	2023	2024	2023
Expected term (in years)	5.51 - 6.08	5.2 - 6.08	5.51-6.08	5.12 - 6.08
Expected volatility	81.64 - 82.33%	80.02 - 81.48%	78.24 - 82.33%	80.02 - 82.70%
Risk-free interest rate	4.16 - 4.22%	4.29 - 4.35%	4.16 - 4.66%	3.56 - 4.35%
Expected dividend yield	—	—	—	—
Fair value of common shares and exercise price of options (USD)	$ 8.65 - 9.00	$ 1.06	$ 7.66 - 17.80	$ 0.38 - 1.06
Fair value of common shares and exercise price of options (CAD)	N/A	$ 0.79	N/A	$ 0.28 - 0.79

(AMOUNTS IN THOUSANDS OF USD, EXCEPT FOR SHARE AND PER SHARE DATA)

The following table summarizes the Company's stock option activity:

	Number of Shares	Weighted-Average Exercise Price (USD)	Weighted-Average Remaining Contractual Term (in years)	Aggregate Intrinsic Value
Outstanding as of October 31, 2023	2,706,941	$ 2.40	8.1	$ 52,192
Granted	3,025,200	10.44		
Exercised	(113,964)	0.89		
Forfeited or expired	(92,792)	7.63		
Outstanding as of July 31, 2024	5,525,385	$ 6.67	7.7	$ 20,720
Vested and exercisable as of July 31, 2024	2,467,941	$ 2.29	5.1	$ 17,791
Options unvested as of July 31, 2024	3,057,444	$ 10.20	9.7	$ 2,929

The aggregate intrinsic value of share options is calculated as the difference between the exercise price of the share options and the fair value of the Company's common share as of each reporting period.

The weighted-average grant-date fair value per share of share options granted during the three and nine months ended July 31, 2024 was $6.38 and $7.48, respectively. The weighted-average grant date fair value per share of share options granted during the three and nine months ended July 31, 2023 was $0.56 and $0.50, respectively.

Former CEO Modification of Employment Agreement

On February 13, 2024, the Company (through its subsidiary, enGene USA, Inc.) entered into a Transition and Modification Agreement (the "Transition Agreement") with the Company's former Chief Executive Officer, Jason Hanson, which amended and modified the Employment Agreement, dated November 8, 2023, between Mr. Hanson and enGene USA (the "Hanson Employment Agreement"). On July 23, 2024, the Company (through its subsidiary, enGene USA, Inc.) and Mr. Hanson entered into the Amendment to Transition and Modification Agreement (the "TMA Amendment"), which further amended the Hanson Transition Agreement. Under the terms of the Hanson Employment Agreement as amended by the Transition Agreement and TMA Amendment (the "Amended Employment Agreement") Mr. Hanson is entitled to:

(i)twelve months of continued health insurance benefits;

(ii)payment of a 2024 target annual bonus in the amount of $390,000, less applicable taxes and withholdings;

(iii)acceleration and vesting of any then unvested time-based equity awards that would have vested in the twelve-month period following such termination; and

(iv)extension of the period to exercise his vested equity awards to three years following the later of date of termination of his employment or the date of termination of the Consulting Period (as defined below), but in no event shall the post-termination exercise period of the CEO's vested equity awards extend beyond the respective applicable term thereof.

The Transition Agreement further provided that, in the event Mr. Hanson were to resign upon the appointment by the Company of a new chief executive officer, Mr. Hanson would be immediately engaged in a consulting role to provide transition services as a Senior Strategic Advisor to the Company for a period of at least six months following the effective date of resignation (the "Consulting Period") in exchange for a monthly fee of $25,000 for the initial six-month Consulting Period, and $500 per hour thereafter, provided that Mr. Hanson need not devote more than fifteen (15) hours per week to providing such transition services.

Under the Transition Agreement, the 1,216,266 stock option awards issued to Mr. Hanson were modified to allow for an extended exercise period as described above. The modification resulted in an incremental share-based compensation expense of $1.0 million which was recorded upon the effective date of the Transition Agreement.

Pursuant to the Amended Employment Agreement, (a) upon the termination of Mr. Hanson's employment by the Company without Cause (as defined in the Amended Employment Agreement) or by Mr. Hanson for Good Reason (as defined in the Amended

(AMOUNTS IN THOUSANDS OF USD, EXCEPT FOR SHARE AND PER SHARE DATA)

Employment Agreement), in addition to the above severance benefits, Mr. Hanson would also have been entitled to 12 months' base salary continuation or, if such event were to have occurred during a change of control period (as described in the Amended Employment Agreement), 18 months' base salary continuation.

Mr. Hanson resigned effective as of July 19, 2024 in connection with the Company's appointment of a new chief executive officer. On July 20, 2024, enGene appointed Ronald H. W. Cooper as Chief Executive Officer of the Company and as director of the Company's Board.

Share-based Compensation Expense

Share-based compensation expense included in the Company's consolidated statements of operations and comprehensive loss was as follows:

	Three months ended July 31,		Nine months ended July 31,	
	2024	2023	2024	2023
Research and development	$ 776	$ 7	$ 1,306	$ 19
General and administrative	684	30	2,362	77
Total share-based compensation expense	$ 1,460	$ 37	$ 3,668	$ 96

As of July 31, 2024, there was $20.2 million of unrecognized compensation, which is expected to be recognized over a weighted-average period of 3.61 years.

13.Net Loss Per Share

The following table sets forth the computation of the Company's basic and diluted net loss per share for the periods presented, retrospectively restated to reflect the exchange of shares upon the close of the Reverse Recapitalization:

	Three months ended July 31,		Nine months ended July 31,	
	2024	2023	2024	2023
Numerator:				
Net loss	$ 14,148	$ 4,720	$ 39,843	$ 17,420
Deemed dividend attributable to redeemable convertible preferred shareholders	—	1,273	—	3,726
Net loss attributable to common shareholders, basic and diluted	$ 14,148	$ 5,993	$ 39,843	$ 21,146
Denominator:				
Weighted-average number of common shares used in net loss per share, basic and diluted	44,168,986	701,323	35,564,767	687,188
Net loss per common share, basic and diluted	$ 0.32	$ 8.55	$ 1.12	$ 30.77

(AMOUNTS IN THOUSANDS OF USD, EXCEPT FOR SHARE AND PER SHARE DATA)

The Company excluded the following shares from the computation of diluted net loss per share attributable to common shareholders for the three and nine months ended July 31, 2024 and 2023 because including them would have had an anti-dilutive effect:

	Three and nine months ended July 31,	
	2024	2023
Redeemable convertible preferred shares	—	5,983,345
Warrants to purchase redeemable convertible preferred shares	—	3,194,756
Warrants to purchase common shares	8,511,968	—
Options to purchase common shares	5,525,385	2,665,263
Total	14,037,353	11,843,364

14.Income Taxes

During the three months ended July 31, 2024 and 2023, the Company recorded $29 thousand and zero, respectively, in income tax benefit. During the nine months ended July 31, 2024 and 2023, the Company recorded $38 thousand and zero, respectively, in income tax benefit.

The Company has evaluated the positive and negative evidence bearing upon its ability to realize its deferred tax assets, which primarily consist of net operating loss carryforwards. The Company has considered its history of cumulative net losses, estimated future taxable income and prudent and feasible tax planning strategies and has concluded that it is more likely than not that the Company will not realize the benefits of its deferred tax assets. As a result, as of July 31, 2024, the Company has maintained a full valuation allowance against its remaining net deferred tax assets.

15.Leases

The Company's leases are comprised of operating leases for office and lab space.

In November 2021, the Company entered into an office and lab space lease approximating 9,360 of rentable square feet for designated office and lab spaces located at 7171 Frederick-Banting, City of Montreal, judicial district of Montreal, Province of Quebec. The leased commenced in November 2021 and had an initial term of 12 months that would have expired on October 31, 2022, and includes options to renew for consecutive twelve-month periods upon landlord consent at new lease rates. As the Company has elected to not recognize leases with a lease term of 12 months or less on the balance sheet, this was considered a short-term lease, and no operating lease right of use assets and liabilities were recognized. In October 2022, the Company entered into a lease amendment to extend the lease for an additional term of six months through April 2023, with an option to extend the lease through September 2023. In April 2023, the Company extended the lease through September 2023. The lease was further extended through November 5, 2023, at which time the Company vacated the lease.

On December 29, 2022, the Company signed a lease for approximately 10,620 square feet of new laboratory and office space at 4868 Rue Levy, Montreal, QC. The term of the lease is for 10 years, beginning on the commencement date, and requires an annual initial base rent of $36.50 CAD per square foot, which is subject to annual increases of 2%. The lease commenced in November 2023. Upon commencement the Company recognized an initial lease liability and corresponding right of use asset of $1.4 million.

On January 1, 2024, the Company entered into a lease agreement, in which the Company is sub-leasing approximately 6,450 square feet of office space located at 200 Fifth Avenue, Waltham, MA. The Company will make an aggregate amount of base rental payments of $0.5 million under the initial term of the lease, which is set to expire on December 30, 2026 and does not have an option to renew. Upon commencement, the Company recognized an initial lease liability and corresponding right of use asset of $0.4 million.

(AMOUNTS IN THOUSANDS OF USD, EXCEPT FOR SHARE AND PER SHARE DATA)

During the three and nine months ended July 31, 2024 and 2023, the components of operating lease cost were as follows, and are reflected in general and administrative expenses and research and development expenses, as determined by the underlying activities:

	Three months ended July 31,		Nine months ended July 31,	
	2024	2023	2024	2023
Lease Cost:				
Operating lease cost	117	—	326	—
Variable operating lease cost	—	16	24	47
Short-term operating lease cost	—	105	—	317
Total operating lease cost	117	121	350	364

Maturities of the Company's operating lease liabilities as of July 31, 2024 are as follows:

2024 (remaining)	111
2025	456
2026	468
2027	327
2028	303
Thereafter	1,722
Total	3,387
Less: Interest	(1,485)
Total Lease liability	1,902

16.Commitments and Contingencies

Legal Proceedings

From time to time, in the ordinary course of business, the Company is subject to litigation and regulatory examinations as well as information gathering requests, inquiries and investigations. As of July 31, 2024, and October 31, 2023, there were no matters which would have a material impact on the Company's financial results.

Purchase and Other Obligations

The Company enters into contracts in the normal course of business with CROs, CDMOs and other third-party vendors for nonclinical research studies and testing, clinical trials and testing and manufacturing services. Most contracts do not contain minimum purchase commitments and are cancellable by us upon written notice. Payments due upon cancellation consist of payments for services provided or expenses incurred, including those incurred by subcontractors of our suppliers.

17.Related Party Transactions

There were no related party transactions requiring disclosure during the three months ended July 31, 2024. During the nine months ended July 31, 2024 the Company had the following transactions with related parties:

On February 20, 2024, the Company completed the 2024 PIPE Financing, which provided for the private placement of 20,000,000 Common Shares, at a price of $10.00 per share and included both new and existing investors. One of the Company's director's, Mr. Gerry Brunk, is a managing director of Lumira Ventures ("Lumira"), and certain entities affiliated with Lumira were party to the 2024 Subscription Agreements, purchasing an aggregate of 800,000 Common Shares for a total price of $8 million in the Company's 2024 PIPE Financing.

During the three and nine months ended July 31, 2023 the Company had the following transactions with related parties:

On April 4, 2023, the Company entered into the April 2023 Notes for a principal amount of $8.0 million with the April 2023 investors, as described in Note 8. The April 2023 Notes had an interest free period of 45 days from the date of issuance, and commencing on the 46th day, is to accrue interest at a rate of 15% per annum. The April 2023 Notes had a maturity date which was the earlier of (i) July 31, 2023; or (ii) the date the Company completes a qualified financing, as defined within the April 2023 Notes as a financing

pursuant to which the Company sells convertible promissory notes, warrants, preferred shares, common shares, or a combination thereof of the Company for an aggregate amount of at least $20.0 million. Upon the completion of the 2023 Financing, which met the definition of a qualified financing as defined within the April 2023 Notes, the Company issued and aggregate amount of $8.0 million of convertible debentures and warrants of the Company to the April 2023 Note investors, on the same terms and conditions of the convertible debentures and warrants that were issued to the investors of the 2023 Financing, for the extinguishment and settlement of the April 2023 Notes.

On May 16, 2023, concurrently with the execution and delivery of the business combination agreement, the Company entered into agreements pursuant to which it issued new convertible indebtedness and warrants (i) for cash in an aggregate principal amount of $30.0 million and (ii) in settlement and extinguishment of the April 2023 Notes for an aggregate amount of $8.0 million, as described in Note 8. The 2023 Financing occurred in two separate issuances, with $28.0 million issued in May 2023 for $20.0 million in cash and $8.0 million in repayment of the April 2023 Notes, and an additional $10.0 million issued in June 2023 for $10.0 million in cash. The 2023 Notes issued as part of the 2023 Financing have an initial maturity date of three years from the closing date and are to accrue interest at 10% per annum, which is payable upon maturity. The 2023 Notes have the same conversion terms as the 2022 Notes (as described in Note 8). Of the $38.0 million of convertible debentures and warrants issued, $8.0 million was issued to existing shareholders of the Company, $20.0 million was issued to Forbion Growth Sponsor FEAC I B.V., and $10 million was issued to Investissement Québec.

18.Subsequent Events

The Company has evaluated subsequent events through the date these financial statements were issued. The Company concluded that no additional subsequent events have occurred that require disclosure.

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

Throughout this section, unless otherwise noted, "we", "our", "us", "enGene" and the "Company" refer to enGene Holdings Inc. and all of its subsidiaries immediately following the consummation of the Reverse Recapitalization. enGene Holdings Inc. is the new, publicly traded parent company of the combined business formed in connection with the Reverse Recapitalization, in which shareholders of enGene Inc. and Forbion European Acquisition Company exchanged their shares for shares in enGene Holdings Inc.

The following discussion and analysis of our financial condition and results of operations should be read together with our unaudited condensed consolidated financial statements and related notes included elsewhere in this Quarterly Report on Form 10-Q. See the sections titled "Special Note Regarding Forward-Looking Statements" and "Risk Factors" in our Annual Report on Form 10-K for the year ended October 31, 2023 and elsewhere in this Quarterly Report on Form 10-Q and in our other filings made with the SEC for a discussion of forward-looking statements and important factors that could cause actual results to differ materially from the results described in or implied by such forward-looking statements.

We operate as a single operating segment focused on research, discovery, and clinical development of human gene therapy products. Our fiscal year is the year ended October 31.

Overview

Business Overview

enGene is a clinical-stage biotechnology company mainstreaming genetic medicines through the delivery of therapeutics to mucosal tissues and other organs, with the goal of creating new ways to address diseases with high clinical needs. enGene's lead program is detalimogene voraplasmid, or detalimogene, formerly referred to as EG-70, for patients with non-muscle invasive bladder cancer (NMIBC) with carcinoma in situ (Cis) who are unresponsive or naïve to treatment with Bacillus Calmette-Guérin (BCG) – a disease with a high clinical burden. Detalimogene is being evaluated in an ongoing Phase 2 pivotal study. Detalimogene was developed using enGene's proprietary Dually Derivatized Oligochitosan (DDX) platform, which enables penetration of mucosal tissues and delivery of a wide range of sizes and types of cargo, including DNA and various forms of RNA.

On June 13, 2024, enGene announced plans to explore additional applications of detalimogene within the bladder by expanding the Phase 2 LEGEND study to include a third cohort targeting high-risk BCG-unresponsive papillary-only NMIBC patients, as well as plans to modify the second cohort to separately analyze responses between BCG-naïve patients and BCG-exposed patients. The planned third cohort of patients with BCG-unresponsive, papillary-only Ta/T1 disease is expected to enroll 50 to 100 patients and to begin enrollment in the fourth quarter of 2024. The planned modification of the second cohort, for which enrollment has been temporarily paused, is designed to allow separate analysis of responses between BCG-naïve patients, and BCG-exposed patients and enGene expects to resume enrollment in both groups in the fourth quarter of 2024. As a result of the prioritization of these potential new indications in bladder cancer, enGene deprioritized pre-clinical development of EG-i08 for cystic fibrosis.

We have never been profitable and have incurred net losses since inception. Our net loss was $14.1 million and $39.8 million for the three and nine months ended July 31, 2024, respectively, and $4.7 million and $17.4 million for the three and nine months ended July 31, 2023, respectively. We expect to continue to incur operating losses for at least the next several years as we advance the ongoing pivotal-stage LEGEND study of detalimogene in BCG-unresponsive NMIBC to completion; execute on our plan to file our Biologics License Application mid-2026; and pursue potential pipeline expansion via additional detalimogene development opportunities and other compounds.

If we obtain regulatory approval for a product candidate and do not enter into a third-party commercialization partnership, we expect to incur significant expenses related to developing our commercialization capability to support product sales, marketing, manufacturing and distribution activities. As a result, we will need substantial additional funding to support our continuing operations and pursue our growth strategy. Until such time as we can generate significant revenue from product sales, if ever, we expect to finance our operations through a combination of public or private equity offerings and debt financings, or other capital sources, which could include potential collaboration agreements, strategic alliances, or additional licensing arrangements. We may be unable to raise additional funds or enter into such other arrangements when needed on favorable terms or at all. Our failure to raise capital or enter into other arrangements as and when needed would have a negative impact on our financial condition and our ability to develop our product candidates.

As of July 31, 2024, we had $257.7 million in cash and cash equivalents. We believe that our existing cash and cash equivalents as of July 31, 2024 will be sufficient to fund our operating expenses, debt obligations, and capital expenditure requirements for at least the next 12 months from the issuance date of the condensed consolidated financial statements included within this Quarterly Report on

Form 10-Q. While we have historically been successful in securing financing, raising additional funds is dependent on a number of factors outside of our control, and as such there is no assurance that we will be able to do so in the future. Refer to *"Liquidity and Capital Resources"* section below.

Reverse Recapitalization

On October 31, 2023, the Company, Forbion European Acquisition Corporation ("FEAC"), and enGene Inc., a corporation incorporated under the laws of Canada (now known as "enGene Inc" or "Old enGene"), consummated the merger (the "Reverse Recapitalization") pursuant to a business combination agreement, dated as of May 16, 2023 (the "Merger Agreement").

The transaction was accounted for as a "reverse recapitalization" in accordance with accounting principles generally accepted in the United States ("GAAP"). Under this method of accounting, FEAC was treated as the "acquired" company for financial reporting purposes. This determination is and was primarily based on the fact that subsequent to the Reverse Recapitalization, senior management of Old enGene continues as senior management of the combined company; Old enGene identifies a majority of the members of the board of directors of the combined company; the name of the combined company is enGene Holdings Inc. and it utilizes Old enGene's current headquarters, and Old enGene's operations comprise the ongoing operations of the combined company. Accordingly, for accounting purposes, the Company is considered to be a continuation of Old enGene, with the net identifiable assets of FEAC deemed to have been acquired by Old enGene in exchange for Old enGene common shares accompanied by a recapitalization, with no goodwill or intangible assets recorded. The number of redeemable convertible preferred shares, number of common shares, net loss per common share, the number of warrants to purchase common shares, and the number of stock options and the related exercise prices of the stock options issued and outstanding prior to the Reverse Recapitalization, have been retrospectively restated to reflect an exchange ratio of approximately 0.18048 (the "Exchange Ratio") established in the Merger Agreement. Operations prior to the Reverse Recapitalization are those of Old enGene.

As a result of the Reverse Recapitalization, the Company became a publicly traded company, and listed its ordinary shares and warrants on the Nasdaq Global Market under the symbols "ENGN" and "ENGNW," respectively, commencing trading on November 1, 2023, with Old enGene, a subsidiary of the Company continuing the existing business operations. Immediately after giving effect to the Reverse Recapitalization and the PIPE Financing, the Company had 23,197,976 Common Shares and 10,411,641 Warrants outstanding.

As part of the Reverse Recapitalization, the Company received net proceeds of $7.4 million from the FEAC trust account, net of the redemption payment to FEAC's public shareholders and FEAC expenses. As a part of the Reverse Recapitalization, the Company raised an aggregate amount of $56.9 million through a series of convertible debt investments made to Old enGene which were exchanged for equity interests in the Company pursuant to the Reverse Recapitalization.

Components of Our Results of Operations

Revenue

We do not have any product candidates approved for sale, have not generated any revenue since our inception and do not expect to generate any revenue from the sale of products or from other sources in the near future, if at all. We will not generate revenue from product sales unless and until we successfully complete clinical development and obtain regulatory approval for a product candidate, if ever. If our development efforts for our current lead product candidate, detalimogene or additional product candidates that we may develop in the future are successful and result in marketing approval or if we enter into collaboration or license agreements with third parties, we may generate revenue in the future from a combination of product sales or payments from such collaboration or license agreements.

Operating Expenses

Research and Development

Research and development expenses account for a significant portion of our operating expenses and consist primarily of costs incurred for our research activities, including our drug discovery efforts and the development of our product candidates. We expense research and development costs as incurred, which include:

Direct Costs:

- expenses incurred under agreements with Contract Research Organization (CROs) that are primarily engaged in the oversight and conduct of our clinical trials; Contract Development and Manufacturing Organization (CDMOs) that are

primarily engaged to provide drug substance and product for our clinical trials, research and development programs, as well as investigative sites and consultants that conduct our clinical trials, nonclinical studies and other scientific development services;

•the cost of acquiring and manufacturing nonclinical and clinical trial materials, including manufacturing registration and validation batches;

•costs of outside consultants, including their fees, share-based compensation and related travel expenses;

•costs related to compliance with quality and regulatory requirements; and

•payments made under third-party licensing agreements.

Indirect Costs:

•personnel-related expenses including, salaries, benefits, share-based compensation and other related costs for individuals involved in research and development activities; and

•facilities, patent costs, laboratory supplies and other expenses not directly tied to a program.

We expense research and development costs as incurred. We recognize direct development costs based on an evaluation of the progress to completion of specific tasks using information provided to us by our vendors or our estimate of the level of service that has been performed at each reporting date. Payments for these development activities are based on the terms of the individual agreements, which may differ from the pattern of costs incurred, and are reflected in our financial statements as prepaid expenses or accrued expenses.

A significant portion of our research and development costs to date have been third-party costs, which we track on an individual product candidate basis after a clinical product candidate has been identified. Currently, our main clinical product candidate is detalimogene. Our indirect research and development costs are primarily personnel-related costs, facilities and other costs. Employees and infrastructure are not directly tied to any one program and are deployed across our programs. As such, we do not track these costs on a specific program basis. We utilize third party contractors for our research and development activities and CDMOs for our manufacturing activities and we do not have our own laboratory or manufacturing facilities.

Research and development activities are central to our business model. Currently, the Company's sole laboratory facility is located in Montreal, Quebec, Canada, and as such, a portion of the Company's research and development and other operating expenses are incurred in Canada and denominated in the Canadian dollar. We expect that our research and development expenses will continue to increase for the foreseeable future as we progress our ongoing Phase 1/2 clinical trial for detalimogene, continue to discover and develop additional product candidates, expand our headcount and maintain, expand and enforce our intellectual property portfolio. If detalimogene or any future product candidates enter into later stages of clinical development, they will generally have higher development costs than those in earlier stages of clinical development, primarily due to the increased size and duration of later-stage clinical trials. There are numerous factors associated with the successful development and commercialization of any product candidates we may develop in the future, including future trial design and various regulatory requirements, many of which cannot be determined with accuracy at this time based on our stage of development. Additionally, future commercial and regulatory factors beyond our control will impact our clinical development program and plans.

The duration, costs, and timing of clinical studies and development of our product candidate will depend on a variety of factors, any of which could mean a significant change in the costs and timing associated with the development of our product candidate including:

•the scope, rate of progress, and expense of our ongoing as well as any additional clinical studies and other research and development activities we undertake;

•future clinical study results;

•uncertainties in clinical study enrollment rates;

•new manufacturing processes or protocols that we may choose to or be required to implement in the manufacture of our drug substance and drug product;

•regulatory feedback on requirements for regulatory approval, as well as changing standards for regulatory approval; and

•the timing and receipt of any regulatory approvals.

General and Administrative

General and administrative expenses consist primarily of personnel-related expenses, including salaries, benefits, and share-based compensation expenses for personnel in executive and other administrative functions. Other significant general and administrative expenses include professional services, including legal, accounting and audit services and other consulting fees as well as facility costs not otherwise included in research and development expenses, insurance, and other operating costs.

We expect that our general and administrative expenses will continue to increase in the foreseeable future as our business expands to support our continued research and development activities, including our clinical trials. These increases will likely include increased costs related to the hiring of additional personnel and fees for outside consultants, among other expenses. We also anticipate increased expenses associated with operating as a public company, including costs for accounting, audit, legal, regulatory, and tax-related services related to compliance with the rules and regulations of the SEC, listing standards applicable to companies listed on a national securities exchange, director and officer insurance premiums and investor relations costs. In addition, if we obtain regulatory approval for our current product candidate or any product candidates we may develop in the future and do not enter into a third-party commercialization collaboration, we expect to incur significant expenses related to building a sales and marketing team to support product sales, marketing and distribution activities.

Other (Income) Expense, Net

Change in fair value of convertible debenture embedded derivative liabilities

Old enGene's convertible debentures consisted of a debt instrument, a minimum interest obligation, and a share conversion feature. Old enGene identified embedded derivatives related to share conversion features within the convertible notes that required bifurcation as a single compound derivative instrument and were classified as liabilities on our consolidated balance sheets. The convertible debenture embedded derivative liabilities were initially recorded at fair value upon the date of issuance using a probability weighted expected return model and were subsequently remeasured to fair value at each reporting date. The estimated probability and timing of underlying events triggering the conversion features contained within the convertible debentures are inputs used to determine the estimated fair value of the embedded derivative. Changes in the fair value of the convertible debenture embedded derivative liabilities were recognized in change in fair value of convertible embedded derivative liabilities as a component of other expense in our consolidated statements of operations and comprehensive loss. Upon the close of the Reverse Recapitalization Old enGene's convertible debentures were exchanged for Common Shares of the Company, or settled through repayment, resulting in an extinguishment of the convertible debentures and related embedded derivative liabilities.

Change in fair value of warrant liabilities

Old enGene issued warrants to purchase redeemable convertible preferred shares as part of the issuance of certain redeemable convertible preferred shares and convertible debentures. Old enGene accounted for the redeemable convertible preferred shares warrants issued based upon the characteristics and provisions of the instrument and determined that the warrants were liability classified. The redeemable convertible preferred share warrants were recognized at their fair value on the date of issuance and remeasured to fair value at each reporting period, with the changes in fair value recognized in the change in fair value of warrant liabilities as a component of other expense in our consolidated statements of operations and comprehensive loss. Upon the close of the Reverse Recapitalization, the preferred share warrants were surrendered for no consideration and the fair value was determined to be zero.

The warrants issued by Old enGene as part of the PIPE Financing (the "2023 Warrants") were concluded to be freestanding, liability classified instruments upon issuance, which were subsequently reclassified to equity upon the consummation of the Reverse Recapitalization. The fair value of the 2023 Warrants was estimated based on the underlying quoted market price of the FEAC public warrants, prior to the close of the Reverse Recapitalization. The 2023 Warrants were classified as a Level 2 measurement given they were substantially similar to FEAC public warrants. The 2023 Warrants were initially measured at fair value and were subsequently remeasured at fair value with any changes in fair value recorded as a component of other expense in our consolidated statements of operations and comprehensive loss, so long as they remain liability classified. Upon the execution of the PIPE Financing and consummation of the Reverse Recapitalization, the 2023 Warrants were reclassified to equity as the number of warrants became fixed and it was determined that the warrants met the fixed for fixed criteria that is required for a contract to be considered indexed to the Company's shares as prescribed by ASC 815.

Interest Expense

Interest expense is made of interest paid on our term loans, as well as non-cash interest expense for amortization of our debt discounts. In fiscal year 2023, interest expense also included interest on Old enGene's convertible debentures.

Interest Income

Interest income is associated with our interest-bearing cash and cash equivalents.

Other expense, net

Other expense, net primarily consists of foreign exchange gains and losses.

Income Taxes

Since our inception, we have not recorded any income tax benefits for the net losses we have incurred in each period or for deductible temporary differences, as we believe, based upon the weight of available evidence, that it is more likely than not that all of our net operating loss carryforwards and tax credits will not be realized. As of July 31, 2024 and October 31, 2023, we have recorded a full valuation allowance against our deferred tax assets.

Critical Accounting Estimates

This management's discussion and analysis is based on our unaudited condensed consolidated financial statements, which have been prepared in accordance with GAAP. The preparation of our condensed consolidated financial statements and related disclosures requires us to make judgments and estimates that affect the reported amounts of assets, liabilities and expenses, as well as related disclosures during the reported periods. We base our estimates on historical experience, known trends and events, and various other factors that we believe are reasonable under the circumstances. Actual results may differ from these estimates under different assumptions or conditions. On an ongoing basis, we evaluate our judgments and estimates in light of changes in circumstances, facts and experience. The effects of material revisions in estimates, if any, will be reflected in the financial statements prospectively from the date of change in estimates. Our critical accounting policies are described under the heading "Management's Discussion and Analysis of Financial Condition and Results of Operations" included in our Annual Report on Form 10-K for the year ended October 31, 2023, which was filed with the Securities and Exchange Commission on January 29, 2024. There were no material changes to our critical accounting policies through July 31, 2024 from those disclosed in our Annual Report on Form 10-K for the year ended October 31, 2023.

Results of Operations

Comparison of the three and nine months ended July 31, 2024 and 2023

The following table summarizes our results of operations for each of the periods presented (in thousands):

	Three months ended July 31,			Nine months ended July 31,		
	2024	2023	Change	2024	2023	Change
Operating expenses:						
Research and development	$ 11,549	$ 3,901	$ 7,648	$ 27,042	$ 10,787	$ 16,255
General and administrative	5,210	2,347	2,863	17,800	4,831	12,969
Total operating expenses	16,759	6,248	10,511	44,842	15,618	29,224
Loss from operations	16,759	6,248	10,511	44,842	15,618	29,224
Other (income) expense, net:						
Change in fair value of convertible debenture embedded derivative liabilities	—	(435)	435	—	(753)	753
Change in fair value of warrant liabilities	—	(5,521)	5,521	—	(3,995)	3,995
Change in fair value of convertible debentures	—	2,941	(2,941)	—	2,941	(2,941)
Interest income	(3,380)	(394)	(2,986)	(7,389)	(710)	(6,679)
Interest expense	751	1,442	(691)	2,042	3,794	(1,752)
Loss on extinguishment of debt	—	—	—	366	—	366
Other expense, net	47	439	(392)	20	525	(505)
Total other (income) expense, net	(2,582)	(1,528)	(1,054)	(4,961)	1,802	(6,763)
Net loss before provision for income tax	14,177	4,720	9,457	39,881	17,420	22,461
Provision for (benefit from) income taxes	(29)	—	(29)	(38)	—	(38)
Net loss	$ 14,148	$ 4,720	$ 9,428	$ 39,843	$ 17,420	$ 22,423

Research and Development expenses

The following table summarizes our research and development expenses for each of the periods presented (in thousands):

	Three months ended July 31,			Nine months ended July 31,		
	2024	2023	Change	2024	2023	Change
Direct expenses:						
Detalimogene	$ 8,750	$ 1,683	$ 7,067	$ 17,917	$ 5,241	$ 12,676
Early research and platform expansion	315	394	(79)	667	448	219
Total direct research and development expenses	$ 9,065	$ 2,077	$ 6,988	$ 18,584	$ 5,689	$ 12,895
Indirect expenses:						
Personnel related costs	2,281	1,503	778	7,461	4,022	3,439
Unallocated laboratory, facility and other costs	203	321	(118)	997	1,076	(79)
Total indirect research and development expenses	$ 2,484	$ 1,824	$ 660	$ 8,458	$ 5,098	$ 3,360
Total research and development expenses	$ 11,549	$ 3,901	7,648	$ 27,042	$ 10,787	$ 16,255

Research and development expenses increased by $7.6 million from $3.9 million for the three months ended July 31, 2023 to $11.5 million for the three months ended July 31, 2024. This increase was attributable to the following:

- a $7.0 million increase in detalimogene direct expense is a result of our increasing clinical and manufacturing activities to advance our LEGEND study of detalimogene in BCG-unresponsive NMIBC, as well as in preparation for our Biologics License Application submission; and
- a $0.8 million increase in personnel-related costs as the Company hired a number of key personnel to ramp up its clinical operation, quality, medical affair and manufacturing functions to support our pivotal-stage LEGEND study of detalimogene in BCG-unresponsive NMIBC.

Research and development expenses increased by $16.3 million from $10.8 million for the nine months ended July 31, 2023 to $27.0 million for the nine months ended July 31, 2024. This increase was attributable to the following:

•a $12.7 million increase in detalimogene direct expense is a result of our increasing clinical and manufacturing activities to advance our LEGEND study of detalimogene in BCG-unresponsive NMIBC, as well as in preparation for our Biologics License Application submission; and

•a $3.4 million increase in personnel-related costs as the Company hired a number of key personnel to ramp up its clinical operation, quality, medical affair and manufacturing functions to support our pivotal-stage LEGEND study of detalimogene in BCG-unresponsive NMIBC.

General and Administrative Expenses

The following table summarizes our general and administrative expenses for each of the periods presented (in thousands):

	Three months ended July 31,			Nine months ended July 31,		
	2024	2023	Change	2024	2023	Change
Personnel-related expenses	$ 3,110	$ 420	$ 2,690	$ 7,362	$ 1,610	$ 5,752
Professional fees	489	1,201	(712)	4,566	2,200	2,366
Patent maintenance and legal fees	528	654	(126)	3,397	795	2,602
Other expenses	1,083	72	1,011	2,475	226	2,249
Total general and administrative expenses	$ 5,210	$ 2,347	$ 2,863	$ 17,800	$ 4,831	$ 12,969

General and administrative expenses increased by $2.9 million from $2.3 million for the three months ended July 31, 2023 to $5.2 million for the three months ended July 31, 2024. This increase was primarily attributable to the following:

•a $2.7 million increase in personnel-related expenses driven by the hires of key general and administrative personnel necessary to support the operation of a public company, former CEO transition fees, as well as a $0.6 million increase in stock-based compensation expense; and

•a $1.0 million increase in other expenses driven by directors and officers insurance expense as a result of operating as a public company; offset by

•a $0.7 million decrease in professional fees driven by the hiring of internal accounting and finance team and higher costs in 2023 due to higher accounting and finance consulting fees as well as audit related fees to support the SPAC transaction.

General and administrative expenses increased by $13.0 million from $4.8 million for the nine months ended July 31, 2023 to $17.8 million for the nine months ended July 31, 2024 . This increase was primarily attributable to the following:

•a $5.8 million increase in personnel-related expenses driven by the hires of key general and administrative personnel necessary to support the operation of a public company and former CEO transition fees as well as an increase in stock-based compensation expense of $2.3 million, which includes the former CEO's option modification of $1.0 million;

•a $2.4 million increase in professional fees driven by third-party accounting and finance consulting as well as audit related fees to support the SPAC transaction, the 2024 PIPE Financing and associated financial reporting requirements as well as the costs to implement the necessary general and administration systems and software applications to support the operation of a public company;

•a $2.6 million increase in legal fees and patent maintenance driven by support for the SPAC and PIPE Financing transactions and the need to support regulatory reporting and compliance of a public company in both Canada and US jurisdictions; and

•a $2.2 million increase in other expenses driven by directors and officers insurance expense as a result of operating as a public company.

Other (Income) Expense, Net

Other income increased by approximately $1.1 million from income of $1.5 million for the three months ended July 31, 2023 to income of $2.6 million for the three months ended July 31, 2024, primarily due to a $3.0 million increase in interest income earned in the current period from larger cash balances arising from the 2024 PIPE Financing, and a $0.7 million decrease in interest expense as expense associated with the conversion and repayments of our convertible debentures were no longer applicable to the current period.

Increases were offset by a $3.0 million change in fair value of warrant and convertible debenture liabilities during the three months ended July 31, 2023 as they are no longer applicable to the current period as the associated instruments were settled upon the close of the Reverse Recapitalization.

Other (income) expenses, net increased by approximately $6.8 million from expense of $1.8 million for the nine months ended July 31, 2023 to income of $5.0 million for the nine months ended July 31, 2024, primarily due to a $6.7 million increase in interest income earned in the current period from larger cash balances arising from the 2024 PIPE Financing, a $1.8 million decrease in interest expense as expense associated with the conversion and repayments of our convertible debentures were no longer applicable to the current period, and a $0.5 million decrease in other expense driven by foreign exchange rate differences. Increases were offset by $1.8 million change in fair value of warrant and convertible debenture liabilities during the nine months ended July 31, 2023 as these liabilities are no longer applicable to the current period as the associated instruments were settled upon the close of the Reverse Recapitalization.

Liquidity and Capital Resources

Sources of Liquidity

As of July 31, 2024, we had cash and cash equivalents of approximately $257.7 million. Based on our current operating plans, we expect our cash and cash equivalents as of July 31, 2024 will be sufficient to fund the Company's operating expenses and debt obligations requirements for at least the next 12 months from the issuance date of the condensed consolidated financial statements included within this Quarterly Report on Form 10-Q, without giving effect to any potential milestone debt tranches we may be eligible to drawdown further under our debt facility with Hercules Capital. Our current operating plan is based on various assumptions. If we use our capital resources sooner than expected, we will evaluate further reductions in expense or obtaining additional financing. This may include pursuing a combination of public or private equity offerings, debt financings, collaborations, strategic alliances or licensing arrangements with third parties. There can be no assurance that such financing will be available in sufficient amounts or on acceptable terms, if at all, and some could be dilutive to existing stockholders. If we are unable to obtain additional funding on a timely basis, we may be forced to significantly curtail, delay, or discontinue one or more of our planned research or development programs or be unable to expand our operations.

We have incurred losses and have experienced negative operating cash flows for all periods presented. During the three and nine months ended July 31, 2024, we incurred a loss of $14.1 million and $39.8 million, respectively, and used $28.7 million of cash in operations. We will continue to incur research and development and selling, general and administrative expenses and we expect to continue to generate operating losses and negative operating cash flows for the next few years.

Cash Flows

Comparison of the nine months ended July 31, 2024 and 2023

The following table provides information regarding our cash flows for each of the periods presented (in thousands):

	Nine months ended July 31,	
	2024	2023
Net cash used in operating activities	$ (28,713)	$ (17,967)
Net cash used in investing activities	(687)	(180)
Net cash provided by financing activities	205,556	35,306
Effect of exchange rate changes on cash	1	1
Net increase in cash and cash equivalents	$ 176,157	$ 17,160

Net Cash Used in Operating Activities

Net cash used in operating activities for the nine months ended July 31, 2024 was $28.7 million and was primarily due to our net loss of $39.8 million, partially offset by adjustments for non-cash charges totaling $5.0 million. Further changes were driven by the receipt of a $2.1 million refundable investment tax credit and a $4.0 million increase in net working capital adjustments.

Net cash used in operating activities for the nine months ended July 31, 2023 was $18.0 million and was primarily due to our net loss of $17.4 million, partially offset by adjustments for non-cash charges totaling $2.6 million. Further changes were driven by a $1.2 million increase in the investment tax credit receivable and a $1.9 million decrease in net working capital adjustments.

Net Cash Used in Investing Activities

Net cash used in investing activities for each of the nine months ended July 31, 2024 and 2023 was $0.7 million and $0.2 million, respectively, consisting of purchases of property and equipment.

Net Cash Provided by Financing Activities

Net cash provided by financing activities for the nine months ended July 31, 2024 was $205.6 million, primarily resulting from $200.0 million received from the 2024 PIPE financing, which was partially offset by $12.4 million of issuance costs associated with the 2024 PIPE financing, $22.5 million received from the Term Loan, which was offset by $9.4 million in principal repayments of the Prior Term Loan, $6.0 million from exercise of common share warrants, offset by $0.6 million in debt issuance costs paid as part of the Term Loan, and $0.6 million of SPAC transaction costs paid during the nine months ended July 31, 2024.

Net cash provided by financing activities for the nine months ended July 31, 2023 was $35.3 million, primarily resulting from proceeds of $38.0 million received from the issuance of the April 2023 and May 2023 note and warrant financings, partially offset by the payment of FEAC merger and PIPE financing transaction costs of $2.0 million.

Hercules Loan Agreement

On December 30, 2021, we entered into a Loan and Security Agreement (the “Prior Loan Agreement”) with Hercules Capital, Inc. (“Hercules” or “the Bank” or the “Lender”) for the issuance of a term loan facility of up to an aggregate principal amount of up to $20.0 million (the “Prior Term Loan”). The Prior Loan Agreement has remained in place after the consummation of the Reverse Recapitalization, until its amendment and restatement in December 2023, as discussed below. The Prior Loan Agreement provided for (i) an initial term loan advance of $7.0 million, which closed on December 30, 2021, (ii) subject to the achievement of certain Clinical Milestones (the “Clinical Milestone”), a right of the Company to request that the Lender make additional term loan advances to us in an aggregate principal amount of up to $4.0 million from the achievement of the Clinical Milestone through June 15, 2022, which was drawn in June 2022, and (iii) subject to the achievement of certain financial milestones (the “Financial Milestone”), a right of the Company to request that the Lender make additional term loan advances to the Company in an aggregate principal amount of up to $9.0 million from achievement of the Financial Milestone through December 15, 2022, which was not achieved. We were required to pay an end of term fee (the “Prior End of Term Charge”) equal to 6.35% of the aggregate principal amount of the Term Loans advances upon repayment. The financing agreement contained negative covenants that, among other things and subject to certain exceptions, could have restricted our ability to incur additional liens, incur additional indebtedness, make investments, including acquisitions, engage in fundamental changes, sell or dispose of assets that constitute collateral, including certain intellectual property, pay dividends or make any distribution or payment on or redeem, retire or purchase any equity interests, amend, modify or waive certain material agreements or organizational documents and make payments of certain subordinated indebtedness.

The Prior Term Loan was scheduled to mature on July 1, 2025, with no option for extension (the “Prior Term Loan Maturity Date”).

Under the Prior Loan Agreement, Old enGene agreed to issue to Hercules warrants (the “Old Hercules Warrants”) to purchase a number of shares of Old enGene’s redeemable convertible preferred shares at the exercise price equal to 2.5% of the aggregate amount of the Prior Term Loans that are funded, as such amounts are funded. Old enGene issued a total of 136,692 warrants to purchase Class C redeemable convertible preferred shares. Upon the close of the Reverse Recapitalization, the Old Hercules Warrants, along with all other warrants to purchase shares of Old enGene's redeemable convertible preferred shares, were surrendered for no consideration.

Amended Loan and Security Agreement

On December 22, 2023, we entered into an amended and restated loan and security agreement (the "Amended Loan Agreement”), with Hercules, as agent and lender, and the several banks and other financial institutions or entities from time to time parties thereto (with Hercules, the "Lenders”). The Amended Loan Agreement amends and restates in its entirety the Prior Loan Agreement with Hercules dated December 30, 2021.

The Amended Loan Agreement provides for a term loan facility of up to $50.0 million available in multiple tranches (the "Term Loan”), as follows: (i) an initial term loan advance (the "Tranche 1 Advance”) that was made on the Hercules Closing Date of $22.5 million, approximately $8.6 million of which was applied to refinance in full the term loans outstanding under the Prior Loan Agreement, (ii) subject to the achievement of the specified interim milestone (the "Interim Milestone”) and satisfaction of certain other conditions precedent, our right to request that the Lenders make additional term loan advances to us in an aggregate principal amount of up to $7.5 million from the achievement of the Interim Milestone through the earlier of (x) 60 days following the Interim Milestone and (y) March 31, 2025, and (iii) an uncommitted tranche subject to the Lenders’ investment committee approval and satisfaction of certain other conditions precedent (including payment of a 0.75% facility charge on the amount borrowed), pursuant to which we may request from time to time up to and including the Amortization Date (defined below) that the Lenders make additional term loan advances to us in an aggregate principal amount of up to $20.0 million. We are required to pay upon the earlier of January 1, 2028 (the “Maturity Date”) or payment in full of the Term Loans, an end of term fee equal to 5.50% of the aggregate principal amount of the Term Loans (the "End of Term Charge"). We are also required to pay on July 1, 2025 or, if earlier, the date we prepay the Term Loans, $0.7 million representing the Prior Term Loan End of Term Charge (the Prior Term Loan End of Term Charge and End of Term Charge, collectively the "End of Term Charges").

The Term Loans mature on January 1, 2028, with no option for extension.

The Term Loan bears cash interest payable monthly at an annual rate equal to the greater of (a) the prime rate of interest as reported in the Wall Street Journal plus 0.75% (capped at 9.75%) and (b) 9.25%. The Term Loan also bears additional payment-in-kind interest at an annual rate of 1.15%, which is added to the outstanding principal balance of the Term Loan on each monthly interest payment date. Borrowings under the Amended Loan Agreement are repayable in monthly interest-only payments through the "Amortization Date", which is either: (x) July 1, 2025 or (y) if the Interim Milestone is achieved and there has been no default, January 1, 2026, or (z) if the Interim Milestone and certain clinical milestones are achieved and there has been no default, July 1, 2026. After the Amortization Date, the outstanding Term Loans and interest shall be repayable in equal monthly payments of principal and accrued interest until the Maturity Date.

At our option, we may elect to prepay all, but not less than all, of the outstanding Term Loan by paying the entire principal balance and all accrued and unpaid interest thereon plus a prepayment charge equal to the following percentage of the principal amount being prepaid: (i) 3.0% of the principal amount outstanding if the prepayment occurs in any of the first twelve months following the Hercules Closing Date; (ii) 2.0% of the principal amount outstanding if the prepayment occurs after the first twelve months following the Hercules Closing Date but on or prior to twenty-four months following the Hercules Closing Date; and (iii) 1.0% of the principal amount outstanding if prepayment occurs at any time thereafter but prior to the Maturity Date.

In connection with the Amended Loan Agreement, we granted Hercules a security interest senior to any current and future debts and to any security interest in all of our right, title, and interest in, to and under all of our property and other assets, subject to limited exceptions including our intellectual property.

The Amended Loan Agreement contains negative covenants that, among other things and subject to certain exceptions, could restrict our ability to incur additional liens, incur additional indebtedness, make investments, including acquisitions, engage in fundamental changes, sell or dispose of assets that constitute collateral, including certain intellectual property, pay dividends or make any distribution or payment on or redeem, retire or purchase any equity interests, amend, modify or waive certain material agreements or organizational documents and make payments of certain subordinated indebtedness. The Amended Loan Agreement also contains certain events of default and representations, warranties and non-financial covenants of ours. We have been in compliance with the financial covenants and non-financial covenants since inception of the Term Loan.

We accounted for the Amended Loan Agreement as an extinguishment of the Prior Term Loan. As a result of the extinguishment, we recorded a loss of $0.4 million as a component within other income and expense in our consolidated statement of operations during the nine months ended July 31, 2024, which represented the reacquisition price of the debt, including fees and the initial fair value of the warrants to the lender, and the carrying value of the Prior Term Loan at the time of extinguishment. No loss was recorded during the three months ended July 31, 2024.

As of July 31, 2024, we borrowed $22.5 million under the Amended Loan Agreement and incurred $2.1 million of debt discount and issuance costs inclusive of legal fees and End of Term Charges under the Term Loan.

In connection with the Amended Loan Agreement, we also agreed to issue to the Lenders in connection with each advance of Term Loans warrants to purchase that number of our Common Shares as shall be equal to 2% of the aggregate principal amount of such Term Loan advance divided by the Warrant per share exercise price of $7.21 (which exercise price equals the ten-day volume weighted average price for the ten (10) trading days preceding the Hercules Closing Date and is subject to customary adjustments under the terms of the Warrants) (the "Hercules Common Share Warrants"). The Hercules Common Share Warrants are exercisable for a period of seven years from issuance. On the Hercules Closing Date, we issued to the Lenders 62,413 Hercules Common Share Warrants in connection with the Tranche 1 Advance of the Term Loans. Under the terms of the Amended Loan Agreement, the maximum number of Hercules Common Share Warrants and underlying Common Shares of the Company that could be issued is 138,696.

As of July 31, 2024 and October 31, 2023 the carrying value of the note payable consists of the following:

	July 31, 2024	October 31, 2023
Note payable, including End of Term Charge	$ 24,596	$ 10,144
Debt discount, net of accretion	(1,823)	(474)
Accrued interest	180	108
Note payable, net of discount	$ 22,953	$ 9,778

As of October 31, 2023, we classified $0.6 million of the note payable as current, which represents the principal payments due and amortization of the debt discount between October 31, 2023 and the date the Prior Term Loan was amended in December 2023, as the debt was refinanced on a long-term basis in the subsequent period.

Estimated future principal payments due under the Term Loan, including the contractual End of Term Charges and paid in kind interest as of July 31, 2024 are as follows:

2024	$ —
2025	3,285
2026	8,254
2027	9,047
2028	4,617
Total principal payments, including End of Term Charge	$ 25,203

The Hercules Term Loan is our only outstanding debt instrument as of July 31, 2024.

Funding Requirements

Our primary uses of capital are, and we expect will continue to be, research and development activities, compensation and related expenses and general overhead costs. We expect to continue to incur significant expenses and operating losses for the foreseeable future. In addition, we expect to incur additional costs associated with operating as a public company. We anticipate that our expenses will increase significantly in connection with our ongoing activities. As a result, we will need substantial additional funding to support our continuing operations and pursue our growth strategy.

Based on our current operating plan, we believe that our existing cash and cash equivalents as of July 31, 2024 will be sufficient to fund our operating expenses, debt obligations, and capital expenditure requirements for at least the next 12 months from the issuance date of the condensed consolidated financial statements included within this Quarterly Report on Form 10-Q. We could use our available capital resources sooner than we currently expect. Our failure to raise capital as and when needed would have a negative impact on our financial condition and our ability to pursue our business strategy.

Because of the numerous risks and uncertainties associated with research, development and commercialization of product candidates, we are unable to estimate the exact amount of our working capital requirements. Our future funding requirements will depend on, and could increase significantly as a result of many factors, including:

- the initiation, timing, costs, progress and results of our planned clinical trials of detalimogene;
- the scope, progress, results and costs of our earlier-stage research programs, including the progress of preclinical development and possible clinical trials;
- the scope, progress, results and costs of our research programs and preclinical development of any future product candidates we may pursue;
- the cost of regulatory submissions and timing of regulatory approvals;
- the progress of the development efforts of parties with whom we may in the future enter into collaborations and/or research and development agreements;
- the timing and amount of milestone and other payments we are obligated to make under our Nature Technology Corporation Agreement or any future license agreements;
- the cash requirements of any future acquisitions or discovery of product candidates;
- our ability to establish and maintain collaborations, strategic partnerships or marketing, distribution, licensing or other strategic arrangements with third parties on favorable terms, if at all;
- the costs involved in prosecuting and enforcing patent and other intellectual property claims;
- the costs of manufacturing our product candidates by third parties;
- the cost of commercialization activities if our lead candidates or any future product candidates are approved for sale, including marketing, sales and distribution costs;
- our efforts to enhance operational systems and hire additional personnel, including personnel to support development of our product candidates; and
- the costs of operating as a public company.

A change in the outcome of any of these or other variables with respect to the development of our lead candidates or any product or development candidate we may develop in the future could significantly change the costs and timing associated with our development plans. Further, our operating plans may change in the future, and we may need additional funds to meet operational needs and capital requirements associated with such operating plans.

The Company was eligible to claim Canadian federal and provincial tax credits as a Canadian controlled private corporation ("CCPC") on eligible scientific research and development expenditures ("SR&ED") through September 2023, at which time the Company lost its status as a CCPC in connection with the Reverse Recapitalization. As such, the Company will no longer be eligible for cash refunds on federal tax credit earned with respect to federally eligible SR&ED expenditures. Following the loss of CCPC status, the Company's federal SR&ED tax credits will be earned at a lower rate and may only be used to offset future federal taxes payable. Provincial tax credits earned in Québec in relation to SR&ED are anticipated to continue to result in a cash refund to the Company, albeit at a reduced rate.

Until such time, if ever, as we can generate substantial product revenues, we expect to finance our cash needs through a combination of equity offerings, debt financings or other capital sources, which could include collaborations, strategic alliances or licensing arrangements. Adequate additional financing may not be available to us on acceptable terms, or at all. To the extent that we raise additional capital through the sale of equity or convertible debt securities, the ownership interests of our existing shareholders may be diluted, and the terms of these securities may include liquidation or other preferences that could adversely affect the rights of such shareholders. Debt financing, if available, may involve agreements that include restrictive covenants that limit our ability to take specific actions, such as incurring additional debt, making capital expenditures or declaring dividends, that could adversely impact our ability to conduct our business. If we raise additional funds through collaborations, strategic alliances or licensing arrangements with third parties, we may have to relinquish valuable rights to our technologies, future revenue streams, research program or product candidates, or grant licenses on terms that may not be favorable to us. If we are unable to raise additional funds through equity or debt financings when needed, we may be required to delay, limit, reduce or terminate our product development or future commercialization efforts or grant rights to develop and market product candidates that we would otherwise prefer to develop and market ourselves. Our ability to raise additional funds may be adversely impacted by potential worsening global economic conditions and disruptions to and volatility in the credit and financial markets in the United States and worldwide. Because of the numerous risks and uncertainties associated with product development, there is no assurance that we will ever be profitable or generate positive cash flow from operating activities.

Contractual Obligations and Other Commitments

License Agreement with Nature Technology Corporation

On April 10, 2020, we entered into the License Agreement with NTC pursuant to which NTC granted us a worldwide non-exclusive, royalty-bearing and sublicensable license to certain patents and know-how relating to the Nanoplasmid™ vector backbone that is used in detalimogene voraplasmid to research, develop, make, use, import, sell and offer and sell, any gene and cell therapy products incorporating the Nanoplasmid™ vector backbone (excluding any such products in the field of dermatology). Unless terminated earlier, the License Agreement will continue until no valid claim of any licensed patent exists in any country. We can voluntarily terminate the License Agreement with prior notice to NTC.

We paid NTC an initial, upfront fee of $50,000 which was recorded as research and development expense upon entering into the License Agreement. Beginning on the first anniversary of the effective date of the License Agreement and on each subsequent anniversary, we are required to pay NTC a $50,000 annual maintenance fee until the first sale of a product for which a royalty is due. We are also required to make a payment to NTC of $50,000 upon assigning the License Agreement to a third-party. The License Agreement provides for a one-time payment of $50,000 for the first dose of a product covered by a valid claim of a licensed patent (a "Milestone Product") in the first patient in a Phase I clinical trial or, if there is no Phase I clinical trial, in a Phase II clinical trial, as well as a one-time payment of $450,000 upon regulatory approval of a Milestone Product by the U.S. Food and Drug Administration. The first milestone related to the first dose of a Milestone Product, was achieved during the year ended October 31, 2021. The second milestone, regulatory approval of a Milestone Product, has not yet been achieved as of the year ended October 31, 2023. We are also required to pay NTC a royalty percentage in the low single digits of the aggregate net product sales in a calendar year by us, our affiliates or sublicensees on a product-by-product and country-by-country basis, as long as the composition or use of the applicable product is covered by a valid claim in the country where the net sales occurred. Royalty obligations under the License Agreement will continue until the expiration of the last valid claim of a licensed patent covering such licensed product in such country. In the event that we or any of our affiliates or sublicensees manufactures any GMP lot of a licensed product, then we or any such affiliate or sublicensee will be obligated to pay NTC an amount per manufactured gram of GMP (or its equivalent) lot of product, which varies based on the volume manufactured. Such manufacturing payment will expire on a product-by-product basis upon receipt of regulatory approval to market a product in any country in the licensed territory.

For a more detailed description of this agreement, see Note 7 to our condensed consolidated financial statements included elsewhere in this Quarterly Report on Form 10-Q.

Lease Obligations

Our leases are comprised of all operating leases for office and lab space. We previously held a month-to-month office and lab space lease located in Montreal, Quebec, Canada, which commenced in November 2021 and had an initial term of 12 months that expired on October 31, 2022. The lease included options to renew for consecutive twelve-month periods upon landlord consent, at new lease rates. In October 2022, we entered into a lease amendment to extend the lease for an additional term of six months through April 2023, with an option to extend the lease through September 2023. In April 2023, the Company extended the lease through September 2023. In September 2023, the Company extended the lease term through November 5, 2023, at which time the Company vacated the lease. The amendment resulted in $0.2 million of additional lease commitments to be paid during the extended term, inclusive of the extension through November 5, 2023.

On December 29, 2022, we signed a new lease for approximately 10,620 square feet of new laboratory and office space at 4868 Rue Levy, Montreal, QC. The term of the lease is for 10 years beginning on the commencement date and requires an annual initial base rent of $36.50 Canadian dollar (“CAD”) per square foot, which is subject to annual increases of 2%. The lease commenced in November 2023.

On January 1, 2024, we entered into a lease agreement, in which we are sub-leasing approximately 6,450 square feet of office space located at 200 Fifth Avenue, Waltham, MA. We will make an aggregate amount of base rental payments of $0.5 million, under the initial term of the lease, which is set to expire on December 30, 2026 and does not have an option to renew.

Purchase and Other Obligations

We enter into contracts in the normal course of business with CROs, CDMOs and other third-party vendors for nonclinical research studies and testing, clinical trials and testing and manufacturing services. Most contracts do not contain minimum purchase commitments and are cancellable by us upon written notice. Payments due upon cancellation consist of payments for services provided or expenses incurred, including those incurred by subcontractors of our suppliers.

The Company does not have material capital expenditure commitments as of July 31, 2024.

Former CEO Transition Agreement

On February 13, 2024, the Company (through its subsidiary, enGene USA, Inc.) entered into a Transition and Modification Agreement (the "Transition Agreement") with the Company's former Chief Executive Officer, Jason Hanson, which amended and modified the Employment Agreement, dated November 8, 2023, between Mr. Hanson and enGene USA (the “Hanson Employment Agreement”). On July 23, 2024, the Company (through its subsidiary, enGene USA, Inc.) and Mr. Hanson entered into the Amendment to Transition and Modification Agreement (the “TMA Amendment”), which further amended the Hanson Transition Agreement. Under the terms of the Hanson Employment Agreement as amended by the Transition Agreement and TMA Amendment (the “Amended Employment Agreement”) Mr. Hanson is entitled to:

(i)twelve months of continued health insurance benefits;

(ii)payment of a 2024 target annual bonus in the amount of $390,000, less applicable taxes and withholdings;

(iii)acceleration and vesting of any then unvested time-based equity awards that would have vested in the twelve-month period following such termination; and

(iv)extension of the period to exercise his vested equity awards to three years following the later of date of termination of his employment or the date of termination of the Consulting Period (as defined below), but in no event shall the post-termination exercise period of Mr. Hanson’s vested equity awards extend beyond the respective applicable term thereof.

Pursuant to the Amended Employment Agreement, (a) upon the termination of Mr. Hanson’s employment by the Company without Cause (as defined in the Amended Employment Agreement) or by Mr. Hanson for Good Reason (as defined in the Amended Employment Agreement), in addition to the above severance benefits, Mr. Hanson would also have been entitled to 12 months’ base salary continuation or, if such event were to have occurred during a change of control period (as described in the Amended Employment Agreement), 18 months’ base salary continuation

The Transition Agreement further provided that, in the event Mr. Hanson were to resign upon the appointment by the Company of a new chief executive officer, Mr. Hanson would be immediately engaged in a consulting role to provide transition services as a Senior Strategic Advisor to the Company for a period of at least six months following the effective date of resignation (the “Consulting

Period") in exchange for a monthly fee of $25,000 for the initial six-month Consulting Period, and $500 per hour thereafter, provided that Mr. Hanson need not devote more than fifteen (15) hours per week to providing such transition services.

Under the Transition Agreement, the 1,216,266 stock option awards issued to Mr. Hanson were modified to allow for an extended exercise period as described above. The modification resulted in an incremental share-based compensation expense of $1.0 million which was recorded upon the effective date of the Transition Agreement.

Mr. Hanson's resignation was effective as of July 19, 2024 in connection with the Company's appointment of a new chief executive officer. On July 20, 2024, enGene appointed Ronald H. W. Cooper as Chief Executive Officer of the Company and as director of the Company's Board.

Emerging Growth Company and Smaller Reporting Company Status

Under Section 107(b) of the Jumpstart Our Business Startups Act of 2012, or the JOBS Act, an "emerging growth company" can delay the adoption of new or revised accounting standards until such time as those standards would apply to private companies. However, we do not elect this exemption in relation to accounting standards. We will continue to be an "emerging growth company" until the earliest of the following: (i) the last day of the fiscal year following the fifth anniversary of the date of FEAC's initial public offering; (ii) the last day of the fiscal year in which our total annual gross revenue is equal to or more than $1.07 billion; (iii) the date on which we have issued more than $1 billion in nonconvertible debt during the previous three years; or (iv) the date on which we are deemed to be a large accelerated filer under the rules of the SEC.

As of the most recent calculation of our public float on April 30, 2024, we are also a "smaller reporting company," meaning that the market value of our common shares held by non-affiliates was less than $700.0 million as of such date and our annual revenue was less than $100.0 million during our most recently completed fiscal year. We may continue to be a smaller reporting company if either (i) the market value of our common shares held by non-affiliates is less than $250.0 million or (ii) our annual revenue is less than $100.0 million during the most recently completed fiscal year and the market value of our common shares held by non-affiliates is less than $700.0 million, calculated as of the last business day of our most recently completed second fiscal quarter.

If we are a smaller reporting company at the time, we cease to be an emerging growth company, we may continue to rely on exemptions from certain disclosure requirements that are available to smaller reporting companies. Specifically, as a smaller reporting company we may choose to present only the two most recent fiscal years of audited financial statements in our Annual Report on Form 10-K and, similar to emerging growth companies, smaller reporting companies have reduced disclosure obligations including regarding executive compensation.

Recent Accounting Pronouncements

We have reviewed all recently issued accounting pronouncements and have determined that, other than as disclosed in Note 2 to the interim financial statements of this Quarterly Report on Form 10-Q, such standards will not have a material impact on our financial statements or do not otherwise apply to our operations.

Off-Balance Sheet Arrangements

We did not have during the periods presented, and we do not currently have, any off-balance sheet arrangements, as defined in the rules and regulations of the SEC.

Outstanding Share Data

As of September 6, 2024, we had 44,215,577 Common Shares issued and outstanding, outstanding warrants to purchase an additional 8,449,555 Common Shares and outstanding stock options to purchase an additional 5,525,385 Common Shares. The warrants amount listed in the foregoing sentence excludes the Hercules Common Share Warrants described above under "Liquidity and Capital Resources—Cash Flows—Amended Loan and Security Agreement".

Item 3. Quantitative and Qualitative Disclosures About Market Risk.

Interest Rate Risk

Our primary exposure to market risk is interest rate sensitivity, which is affected by changes in the general level of U.S. interest rates, resulting from the Federal Reserve's increase of interest rates over the past several years. Our Term Loan has a variable interest rate that fluctuates with the U.S. prime rate, subject to an interest rate floor and cap.

Credit Risk

Our primary exposure to credit risk is through financial instruments and consist primarily of cash and cash equivalents. We regularly maintain deposits in accredited financial institutions in excess of federally insured limits. As of July 31, 2024, we held cash deposits in Canada at the National Bank of Canada, or NBC in excess of CDIC insured limits, and in the United States at Silicon Valley Bank, or SVB, in excess of FDIC insured limits. On March 10, 2023, SVB was closed by the California Department of Financial Protection and Innovation, and the Federal Deposit Insurance Corporation, or FDIC, was appointed as receiver. No losses have been incurred by us on material deposits that were held at SVB to date.

We are dependent on third-party CDMO's ("Contract Development and Manufacturing Organization") and CRO's ("Contract Research Organization") with whom we do business. In particular, we rely and expect to continue to rely on a small number of manufacturers to supply us with the requirements of active pharmaceutical ingredients and formulated drugs in order to perform research and development activities in its programs. We also rely on a limited number of third-party CROs to perform research and development activities on its behalf. These programs could be adversely affected by significant interruption from these providers.

Foreign Currency Exchange Risk

Non-monetary assets and liabilities denominated in foreign currencies are translated into the functional currency at the exchange rates prevailing at the date of the transaction. Exchange gains or losses arising from foreign currency transactions that are conducted in a currency other than the Company's functional currency are included in other expenses, net in the Consolidated Statements of Operations and Comprehensive Loss.

Our operating expenses are denominated in the currencies of the countries in which our operations are located, which are primarily in Canada and the United States. Our consolidated results of operations and cash flows are, therefore, subject to fluctuations due to changes in foreign currency exchange rates and may be adversely affected in the future due to changes in foreign exchange rates. To date, we have not entered into any hedging arrangements with respect to foreign currency risk or other derivative financial instruments, although we may choose to do so in the future.

Effects of Inflation

Inflation generally affects us by increasing our cost of labor and clinical trial costs. We have experienced a general increase in costs as a result of global inflation however we believe that inflation has not had a material effect on our consolidated financial statements included elsewhere in this Quarterly Report on Form 10-Q.

Item 4. Controls and Procedures.

Our management, with the participation of our Principal Executive Officer and Principal Financial and Accounting Officer, performed an evaluation of the effectiveness of our disclosure controls and procedures as defined in Rules 13a-15(e) and 15d-15(e) of the Securities Exchange Act of 1934, as amended (the "Exchange Act") as of July 31, 2024. Our disclosure controls and procedures are designed to ensure that information required to be disclosed in the reports we file or submit under the Exchange Act is recorded, processed, summarized, and reported within the time periods specified in the SEC's rules and forms, and that such information is accumulated and communicated to our management, including the Principal Executive Officer and the Principal Financial and Accounting Officer, to allow timely decisions regarding required disclosures.

In connection with our preparation and the audit of our consolidated financial statements as of and for the years ended October 31, 2023 and 2022, management and our independent registered public accounting firm identified material weaknesses, as defined under the Exchange Act and by the Public Company Accounting Oversight Board (United States), in our internal control over financial reporting. A material weakness is a deficiency, or a combination of deficiencies, in internal control over financial reporting such that there is a reasonable possibility that a material misstatement of our consolidated financial statements will not be prevented or detected on a timely basis. The material weaknesses identified related to: lack of formal policies, procedures and controls related to the design of internal controls over financial reporting including risk assessment process and control activities for certain key financial reporting processes; lack of sufficient accounting and financial reporting personnel to perform appropriate accounting analysis and review procedures; lack of personnel with requisite knowledge and experience in the application of GAAP; general information technology controls that were not designed appropriately (access and system changes); and lack of appropriate segregation of duties in the preparation and review of account reconciliations and journal entries.

We intend to and have begun to implement in the near term measures designed to improve our internal control over financial reporting to remediate these material weaknesses, including formalizing our processes and internal control documentation and strengthening supervisory reviews by our financial management; hiring additional qualified accounting and finance personnel with

requisite knowledge and experience in the application of complex areas of GAAP, engaging financial consultants to enable the implementation of internal control over financial reporting and improving segregation of duties among accounting and finance personnel in the preparation and review of account reconciliations and journal entries. We will also review and improve the design of our general information technology controls including managing user access and privileged access, managing changes in the information system and segregation of duties.

While we are implementing these measures, we cannot assure you that these efforts will remediate our material weaknesses in a timely manner, or at all, or prevent restatements of our financial statements in the future. If we are unable to successfully remediate our material weaknesses, or identify any future material weaknesses, the accuracy and timing of our financial reporting may be adversely affected, we may be unable to maintain compliance with securities law requirements regarding timely filing of periodic reports, and the market price of our Common Shares may decline as a result.

Based on this evaluation, our Principal Executive Officer and Principal Financial and Accounting Officer concluded that, as of July 31, 2024, the Company did not have effective disclosure controls and procedures designed and implemented as of that date due to the material weakness previously identified which has not yet been remediated.

Changes in Internal Control over Financial Reporting

Other than the changes described above, there were no changes in our internal control over financial reporting (as defined in Rules 13a15(f) and 15d-15(f) under the Exchange Act) that occurred during the quarter ended July 31, 2024 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 legal proceedings that arise in the regular course of our business. Our management believes that we are not currently involved in any legal proceedings that are likely to have a significant negative effect on our business. However, legal proceedings can negatively affect our business, financial condition, results, and future prospects, regardless of the outcome, due to costs associated with defense and settlement, as well as the diversion of management resources, among other factors.

Item 1A. Risk Factors.

An investment in our Common Shares and Warrants involves a high degree of risk. You should carefully consider the following information about these risks, together with the other information appearing elsewhere in this Quarterly Report on Form 10-Q, including our financial statements and related notes hereto, before deciding to invest in our common securities. The occurrence of any of the following risks could have a material adverse effect on our business, financial condition, results of operations and future growth prospects. In these circumstances, the market price of our securities could decline, and you may lose all or part of your investment.

The risk factors denoted below with a "" have been newly added or materially updated from our 2023 Annual Report on Form 10-K.*

****We depend on our executive team, and if we do not successfully manage the previously announced transition of our Chief Executive Officer and the transition of our Chief Medical Officer, or if we lose one or more of our executive officers or key employees or are unable to attract and retain highly skilled employees, such risks could harm our business.***

Our success depends largely upon the continued service of our key executive officers. These executive officers are at-will employees and therefore they may terminate employment with us at any time with no advance notice. In February 2024, we announced the planned transition of our former Chief Executive Officer, Jason Hanson. On July 20, 2024, we appointed Ronald Cooper as our new Chief Executive Officer and Mr. Hanson transitioned to a consulting role as Senior Strategic Advisor for a minimum of six months. In addition, we also promoted Dr. Raj Pruthi to replace our Chief Medical Officer, Dr. Richard Bryce, on July 20, 2024. Leadership transitions can be difficult to manage and inherently cause some loss of institutional knowledge, which can negatively affect strategy and operation execution. An inadequate transition has the potential to negatively impact our operations and relationships with employees, investors and other third parties due to increased or unanticipated expenses, operational inefficiencies, uncertainty regarding changes in strategy, decreased employee morale and productivity, increased turnover and increased difficulty attracting and retaining key executives and employees. If we are unable to effectively manage such transitions or we have any future transition or loss of the services of any of our executives or highly skilled technical and managerial personnel, it could have a disruptive impact on our ability to implement our business strategy and to meet our financial and operational goals, and as a result our strategic plans may be adversely impacted, as well as our financial performance.

****Certain existing securityholders acquired their securities in enGene at prices below the current trading price of such securities, and may experience a positive rate of return based on the current trading price. Future investors in our Company may not experience a similar rate of return.***

Certain security holders in the Company, including the "Selling Holders" named in our resale registration statement on Form S-1 (File No. 333-275700), acquired their securities in enGene at prices below recent trading prices of such securities. As a result, those Selling Holders would experience a positive rate of return based on such recent trading prices if they were to sell their securities. Accordingly, the Selling Holders have an incentive to sell because they will profit on sales due to having purchased their securities at lower prices than the public investors, and in some cases such gains may be significant.

Given the relatively lower purchase prices that our Selling Holders paid to acquire securities compared to their current trading prices, these Selling Holders may earn a significant positive rate of return on their investment depending on the market price of our Common Shares and Warrants at the time that such Selling Holders choose to sell their securities. The Selling Holders acquired the securities offered for resale in exchange for non-cash consideration, or at effective purchase prices that are below current trading prices. Investors who purchase our Common Shares and Warrants on the Nasdaq following the Business Combination may not experience a similar rate of return on the securities they purchased due to differences in the purchase prices and the current trading price.

There is no assurance that Warrants will be and/or remain in the money prior to their expiration or that the holders of Warrants will elect to exercise any or all of their Warrants for cash; the Warrants may expire worthless.

The exercise price for our Warrants is $11.50 per Common Share. The Warrants will expire on October 31, 2028, the date that is five years after the completion of the Business Combination.

The Warrants' cashless exercise period ended when the Company's registration statement on Form S-1 was declared effective on March 5, 2024. We will receive proceeds from Warrants only in the event that such Warrants are exercised for cash. We believe the likelihood that holders will exercise their Warrants will depend on the trading price of our Common Shares. If the market price for our Common Shares is less than the exercise price of Warrants, we believe the holders of Warrants will be unlikely to exercise them. If the market price for our Common Shares exceeds the exercise price of the Warrants, it is more likely that holders of the Warrants will exercise them.

There is no assurance that Warrants will be in the money and/or remain in the money prior to their expiration or that the holders of Warrants will elect to exercise any or all of their Warrants for cash. As such, the Warrants may expire worthless.

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

Cashless Warrant Exercises

Through July 31, 2024, 1,379,391 of the Company’s public Warrants were exercised by investors on a cashless basis, with such cashless Warrant exercises resulting in the issuance of 383,355 Common Shares.

The sales of the securities described above were exempt from the registration requirements of the Securities Act in reliance on the exemption afforded by Section 3(a)(9) of the Securities Act. No sales involved underwriters, underwriting discounts or commissions or public offerings of securities of the Registrant.

Item 3. Defaults Upon Senior Securities.

Omitted.

Item 4. Mine Safety Disclosures.

Omitted.

Item 5. Other Information.

Insider Adoption or Termination of Trading Arrangements.

During the fiscal quarter ended July 31, 2024, none of our directors or officers informed us of the adoption or termination of a "Rule 10b5-1 trading arrangement" or "non-Rule 10b5-1 trading arrangement" (as each term is defined in Item 408(a) of Regulation S-K).

Item 6. Exhibits.

Exhibit Number	Description
10.1†	Employment Agreement, dated July 22, 2024, by and between enGene USA, Inc. and Ronald H. W. Cooper. (incorporated herein by reference to Exhibit 10.1 of enGene's Current Report on Form 8-K filed with the SEC on July 24, 2024).
10.2†	Amendment to Transition and Modification Agreement, dated July 23, 2024 by and between enGene USA, Inc. and Jason D. Hanson (incorporated herein by reference to Exhibit 10.2 of enGene's Current Report on Form 8-K filed with the SEC on July 24, 2024).
10.3*†	Employment Agreement, dated July 22, 2024, by and between enGene USA, Inc. and Raj Pruthi.
10.4*†	Transition Services Agreement and General Release, dated July 16, 2024, by and between enGene USA, Inc. and Richard Bryce.
10.5*†	Inducement Grant Agreement, dated July 22, 2024, by and between enGene Holdings Inc. and Ronald H. W. Cooper.
31.1*	Certification of Principal Executive Officer Pursuant to Rules 13a-14(a) and 15d-14(a) under the Securities Exchange Act of 1934, as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
31.2*	Certification of Principal Financial Officer Pursuant to Rules 13a-14(a) and 15d-14(a) under the Securities Exchange Act of 1934, as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
32.1*	Certification of Principal Executive Officer Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
32.2*	Certification of Principal Financial Officer Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
101.INS	Inline XBRL Instance Document – the instance document does not appear in the Interactive Data File because XBRL tags are embedded within the Inline XBRL document.
101.SCH	Inline XBRL Taxonomy Extension Schema Document
101.CAL	Inline XBRL Taxonomy Extension Calculation Linkbase Document
101.DEF	Inline XBRL Taxonomy Extension Definition Linkbase Document
101.LAB	Inline XBRL Taxonomy Extension Label Linkbase Document
101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase Document
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

* Filed herewith.
† Indicates a management contract or compensatory plan or arrangement.

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.

enGene Holdings Inc.

Date: September 10, 2024

By: /s/ Ronald H.W. Cooper
Name: Ronald H. W. Cooper
Title: Chief Executive Officer

Date: September 10, 2024

By: /s/ Ryan Daws
Name: Ryan Daws
Title: Chief Financial Officer

Exhibit 10.3

EMPLOYMENT AGREEMENT FOR DR. RAJ PRUTHI

THIS EMPLOYMENT AGREEMENT (this "Agreement") is entered into by and between enGene USA, Inc., its successors and assigns (the "Company") and Dr. Raj Pruthi (the "Executive") as of the date first written below.

WHEREAS, the Company desires to promote the Executive to serve as the Company's Chief Medical Officer and the Executive desires to serve in such capacity on behalf of the Company.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements hereinafter set forth, the Company and the Executive hereby agree as follows:

1.Employment.

(a)Term. The initial term of this Agreement shall begin on July 22, 2024 (the "Effective Date") and shall continue until the termination of the Executive's employment. The period commencing on the Effective Date and ending on the date on which the term of this Agreement terminates is referred to herein as the "Term." The Executive's employment during the Term shall be as an "at-will" employee; the Executive may resign his employment at any time, and the Company may terminate the Executive's employment at any time, for any reason or no reason, subject to the provisions of this Agreement.

(b)Duties. During the Term, the Executive shall serve as the Chief Medical Officer, with such duties, responsibilities, and authority commensurate therewith, and shall report to the Chief Executive Officer of the Company (the "CEO"). The Executive shall perform all duties and accept all responsibilities incident to such position as may be reasonably assigned to the Executive by the CEO that are consistent with and within the scope of Executive's position.

(c)Best Efforts. During the Term, the Executive shall devote the Executive's best efforts and full business time and attention to promote the business and affairs of the Company and its affiliated entities, and shall be engaged in other business activities only to the extent that such activities do not materially interfere or conflict with the Executive's obligations to the Company hereunder, including, without limitation, obligations pursuant to Section 15 below. The foregoing shall not be construed as preventing the Executive from (i) serving on civic, educational, philanthropic or charitable boards or committees, or, with the prior written consent of the CEO, which shall not be unreasonably withheld, on corporate, advisory or scientific advisory boards, or service in an advisory capacity to a corporate entity and (ii) managing personal investments, so long as such activities are permitted under the Company's Code of Conduct and employment policies and do not violate the provisions of Section 15 below.

(d)Principal Place of Employment. The Executive understands and agrees that the Executive's principal place of employment will be in the Executive's home in North Carolina and that employment will remain remote but the Executive will be required to travel the Company's headquarters in or around Boston, Massachusetts ("Principal Place of Employment"). The Executive's employment and all services hereunder shall be provided in the United States and the Executive shall not be required to work in Canada during the Term of this Agreement or have the right to bind either enGene, Inc. or enGene Holdings Inc. ("Parent"). Executive will be required to travel for business in the course of performing the Executive's duties for the Company.

2.Compensation.

(a)Base Salary. During the Term, the Company shall pay the Executive a base salary ("Base Salary"), at the annual rate of $460,000.00, which shall be paid in installments in accordance with the Company's normal payroll practices. The Executive's Base Salary shall be reviewed annually by the Compensation Committee (the "Compensation Committee") of the Board of Directors (the "Parent Board") of Parent, and may be increased, but not decreased.

(b)Annual Bonus. The Executive shall be eligible to receive an annual bonus for each calendar year during the Term, commencing with the 2024 calendar year, based on the attainment of individual and corporate performance goals and targets established by the Compensation Committee ("Annual Bonus"). The target amount of the Executive's Annual Bonus for any calendar year during the Term is 40% of the Executive's annual Base Salary (the "Target Annual Bonus"). Any Annual Bonus shall be paid after the end of the fiscal year to which it relates, at the same time and under the same terms and conditions as the bonuses are paid to other executives of the Company; provided, that, in no event shall the Executive's Annual Bonus be paid later than two and a half months after the last day of the fiscal year to which the Annual Bonus relates.

(c)Equity Compensation. The Executive shall be eligible to participate in the enGene Holdings Inc. 2023 Incentive Equity Plan (the "Equity Plan") at a level commensurate with similarly situated C-Suite executives of the Company, as determined in the sole discretion of the Compensation Committee. In connection with the Executive's appointment as Chief Medical Officer, subject to the approval of the Compensation Committee or Board, the Executive shall be eligible to receive a grant of an option to acquire 110,000 common shares of the Parent at an exercise price equal to the fair market value of such common shares on the date of the grant, vesting over four years, 25% on the first anniversary of the Effective Date and monthly thereafter for three years and on the terms and subject to the conditions set forth in the Equity Plan.

3.Retirement and Welfare Benefits. During the Term, the Executive shall be eligible to participate in the Company's health, life insurance, long-term disability, retirement and welfare benefit plans and programs, pursuant to their respective terms and conditions. Nothing in this Agreement shall preclude the Company or any Affiliate of the Company from terminating or amending any employee benefit plan or program from time to time after the Effective Date.

4.Vacation. During the Term, the Executive shall be eligible to vacation each year and holiday and sick leave at levels commensurate with those provided to similarly situated US executives of the Company, in accordance with the Company's policy and/or practice which as of the Effective Date is a flexible policy.

5.Business Expenses. The Company shall reimburse the Executive for all necessary and reasonable travel (which does not include commuting to Executive's Principal Place of Employment) and other business expenses incurred by the Executive in the performance of his duties hereunder in accordance with such policies and procedures as the Company may adopt generally from time to time for executives.

6.Termination of Employment Without Cause; Resignation for Good Reason. If the Executive's employment is terminated by the Company without Cause or by the Executive for Good Reason, the provisions of this Section 6 shall apply.

(a)The Company may terminate the Executive's employment with the Company at any time without Cause upon not less than thirty (30) days' prior written notice to the Executive and the Executive may resign for Good Reason.

(b)Unless the Executive complies with the provisions of Section 6(c) below, upon termination of employment under Section 6(a) above, no other payments or benefits shall be due under this Agreement to the Executive other than the Accrued Obligations.

(c)Notwithstanding the provisions of Section 6(b) above, upon termination of employment under Section 6(a) above, if the Executive executes and does not revoke the Release, and so long as the Executive continues to comply with the provisions of Section 15 below, in addition to the Accrued Obligations, the Executive shall be entitled to receive the following:

(i)Continuation of the Executive's Base Salary for a twelve (12) month period (the "Severance Term"), at the rate in effect for the year in which the Executive's date of termination of employment occurs, which amount shall be paid in regular payroll installments over the Severance Term.

(ii)If the Executive timely and properly elects health continuation coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"), then continued health (including hospitalization, medical, dental, vision etc.) insurance coverage substantially similar in all material respects as the coverage provided to other Company employees for the Severance Term; provided that the Executive shall pay the employee portion of such coverage, if any, the period of COBRA health care continuation coverage provided under section 4980B of the Code shall run concurrently with the Severance Term, and notwithstanding the foregoing, the amount of any benefits provided by this subsection (ii) shall be reduced or eliminated to the extent the Executive obtains duplicative benefits by virtue of the Executive's subsequent or other employment. Notwithstanding the foregoing, if the Company's making payments under this Section 6(c) would violate any nondiscrimination rules applicable to the Company's group health plan under which such coverage is made available, or result in the imposition of penalties under the Code or the Affordable Care Act, the Parties agree to reform this Section 6(c) in a manner as is necessary to comply with such requirements and avoid such penalties.

(iii)An amount equal to the Target Annual Bonus, prorated for the portion of the performance period that the Executive was employed prior to such termination, payable within forty-five (45) days of Executive's termination of employment; provided, that such termination occurs six months or more into the applicable performance period for such Annual Bonus.

(iv)Any time-based equity awards shall accelerate and vest with respect to the number of shares underlying the equity awards that would vest over the Severance Term had the Executive remained employed for such Severance Term and any equity awards that are subject to performance-based vesting shall vest and become exercisable, if at all, subject to the terms of such equity awards.

7.Change in Control. Notwithstanding anything to the contrary herein, if there is a CIC Termination, then the provisions of this Section 7 shall apply.

(a)Unless the Executive complies with the provisions of Section 7(b) below, upon CIC Termination, no other payments or benefits shall be due under this Agreement to the Executive other than the Accrued Obligations.

(b)Notwithstanding the provisions of Section 7(a) above, upon CIC Termination, if the Executive executes and does not revoke the Release, and so long as the Executive continues to comply with the provisions of Section 15 below, then, in addition to the Accrued Obligations, the Executive shall be entitled to receive the following:

(i)Continuation of the Executive's Base Salary for a twelve (12) month period (the "CIC Severance Term"), at the rate in effect for the year in which the Executive's date of termination of employment occurs, which amount shall be paid in regular payroll installments over the CIC Severance Term;

(ii)An amount equal to the Annual Target Bonus, payable within forty-five (45) days of Executive's termination of employment;

(iii)COBRA continuation benefits as set forth in Section 6(c)(iii), except that the Severance Term shall be the CIC Severance Term; and

(iv)All time-based equity awards shall accelerate and become fully vested and any equity awards that are subject to performance-based vesting shall vest, if at all, subject to the terms of such equity awards.

8.Cause. The Company may terminate the Executive's employment at any time for Cause upon written notice to the Executive, in which event all payments under this Agreement shall cease, except for any Accrued Obligations.

9.Voluntary Resignation Without Good Reason. The Executive may voluntarily terminate employment without Good Reason upon 30 days' prior written notice to the Company. In such event, after the effective date of such termination, no payments shall be due under this Agreement, except that the Executive shall be entitled to any Accrued Obligations.

10.Disability. If the Executive incurs a Disability during the Term, the Company may terminate the Executive's employment on or after the date of Disability. If the Executive's employment terminates on account of Disability, the Executive shall be entitled to receive any Accrued Obligations and if the Executive executes and does not revoke the Release, an amount equal to the Target Annual Bonus, prorated for the portion of the performance period that the Executive was employed prior to such termination for Disability; provided, that such termination occurs six months or more into the applicable performance period. For purposes of this Agreement, the term "Disability" shall mean the Executive is eligible to receive long-term disability benefits under the Company's long-term disability plan and if the Company does not have a long-term disability plan, shall mean the Executive's inability, due to physical or mental incapacity, to perform the essential functions of Executive's position, with or without reasonable accommodation, for 120 days out of any 365 day period.

11.Death. If the Executive dies during the Term, the Executive's employment shall terminate on the date of death and the Company shall pay to the Executive's executor, legal representative, administrator or designated beneficiary, as applicable, any Accrued Obligations. The Company shall have no further liability or obligation under this Agreement to the Executive's executors, legal representatives, administrators, heirs or assigns or any other person claiming under or through the Executive.

12.Resignation of Positions. Effective as of the date of any termination of employment, the Executive will resign from all Company-related positions, including as an officer and director of the Company and its parent(s), subsidiaries, and Affiliates.

13.Definitions. For purposes of this Agreement, the following terms shall have the following meanings:

(a)"Accrued Obligations" shall mean (i) any Base Salary earned through the Executive's termination of employment that remains unpaid; (ii) any Annual Bonus payable with respect to any calendar year which ended prior to the effective date of the Executive's termination of employment, which remains unpaid; (iii) in the event of a termination of employment as a result of death, an amount equal to the Target Annual Bonus, prorated for the portion of the performance period that the Executive was employed prior to such termination; provided, that such termination occurs six months or more into the applicable performance period for such Annual Bonus; or (iv) any accrued, unused personal time off days, if required to be paid out under the Company policies. The Accrued Obligations shall be paid following the Executive's termination of employment at such times and in accordance with such policies as would normally apply to such amounts and regardless of whether the Executive executes or revokes the Release.

(b)"Cause" shall mean any of the following grounds for the Executive's termination of employment listed: (i) the Executive's knowing and material dishonesty or fraud committed in connection with the Executive's employment; (ii) theft, misappropriation, or embezzlement by the Executive of the Company's funds; (iii) the Executive repeatedly negligently performing or failing to perform, or willfully refusing to perform, the Executive's duties to the Company (other than a failure resulting from Executive's incapacity due to physical or mental illness); (iv) the Executive's conviction of or a plea of guilty or *nolo contendere* to any felony, a crime involving fraud or misrepresentation, or any other crime (whether or not connected with his employment) the effect of which is likely to adversely affect the Company or its Affiliates; (v) a material breach by the Executive of any of the provisions or covenants set forth in this Agreement; (vi) a material breach by the Executive of the Company's Code of Conduct and Business Ethics; or (vii) any other act or omission by the Executive that has a material adverse effect on the Company's ability to operate. Prior to any termination of employment for Cause pursuant to each such event listed in (i), (iii), (v), (vi), or (vii) above, to the extent such event(s) is capable of being cured by the Executive, the Company shall give the Executive written notice thereof describing in reasonable detail the circumstances constituting Cause and the Executive shall have the opportunity to remedy same within thirty (30) days after receiving written notice. If the circumstances alleged to constitute Cause are remedied within the thirty (30) day cure period, no Cause shall exist to terminate Executive.

(c)"Change in Control" shall have the meaning set forth in the Equity Plan.

(d)"Change in Control Period" shall mean the period commencing 90 days prior to a Change in Control and ending on the first anniversary of such Change in Control.

(e)"CIC Termination" shall mean termination of the Executive's employment by the Company without Cause or by the Executive for Good Reason during the Change in Control Period, provided that, in either case, a Change in Control actually occurs.

(f)"Good Reason" shall mean the occurrence of one or more of the following without the Executive's consent, other than on account of the Executive's Disability:

(i)A material diminution by the Company of the Executive's title authority, reporting structure, duties or responsibilities;

(ii)A material change in the geographic location at which the Executive must perform services under this Agreement (which, for purposes of this Agreement, means relocation of the Executive's Principal Place of Employment to a location that increases the Executive's commute to work by more than 35 miles);

(iii)A reduction in the Executive's Base Salary (other than an across the board reduction of base salary for similarly situated senior level executives); or

(iv)Any action or inaction that constitutes a material breach by the Company of this Agreement.

The Executive must provide written notice of termination for Good Reason to the Company within 30 days after the event constituting Good Reason. The Company shall have a period of 30 days in which it may correct the act or failure to act that constitutes the grounds for Good Reason as set forth in the Executive's notice of termination. If the Company does not correct the act or failure to act, the Executive's employment will terminate for Good Reason on the first business day following the Company's 30-day cure period.

(g)"Release" shall mean a separation agreement and general release of any and all claims against the Company and its Affiliates with respect to all matters arising out of the Executive's employment by the Company, and the termination thereof (other than claims for any entitlements under the terms of this Agreement or under any plans or programs of the Company under which the Executive has accrued and is due a benefit). The Release will be in form and substance specified by and acceptable to the Company and Executive, and will include provisions in which the Executive shall reaffirm and agree to remain bound by the restrictive covenants set forth in Section 15 below. Such general release shall be executed and delivered (and no longer subject to the 7 business day revocation period) by the Executive within sixty (60) days following delivery of the general release to the Executive.

14.Section 409A.

(a)This Agreement is intended to comply with section 409A of the Internal Revenue Code of 1986, as amended (the "Code"), and its corresponding regulations, or an exemption thereto, and payments may only be made under this Agreement upon an event and in a manner permitted by section 409A of the Code, to the extent applicable. Severance benefits under this Agreement are intended to be exempt from section 409A of the Code under the "short-term deferral" exception, to the maximum extent applicable, and then under the "separation pay"

exception, to the maximum extent applicable. Notwithstanding anything in this Agreement to the contrary, if required by section 409A of the Code, if the Executive is considered a "specified employee" for purposes of section 409A of the Code and if payment of any amounts under this Agreement is required to be delayed for a period of six months after separation from service pursuant to section 409A of the Code, payment of such amounts shall be delayed as required by section 409A of the Code, and the accumulated amounts shall be paid in a lump-sum payment within 10 days after the end of the six-month period. If the Executive dies during the postponement period prior to the payment of benefits, the amounts withheld on account of section 409A of the Code shall be paid to the personal representative of the Executive's estate within 60 days after the date of the Executive's death.

(b)All payments to be made upon a termination of employment under this Agreement may only be made upon a "separation from service" under section 409A of the Code. For purposes of section 409A of the Code, each payment hereunder shall be treated as a separate payment, and the right to a series of installment payments under this Agreement shall be treated as a right to a series of separate payments. In no event may the Executive, directly or indirectly, designate the fiscal year of a payment. Notwithstanding any provision of this Agreement to the contrary, in no event shall the timing of the Executive's execution of the Release, directly or indirectly, result in the Executive's designating the fiscal year of payment of any amounts of deferred compensation subject to section 409A of the Code, and if a payment that is subject to execution of the Release could be made in more than one taxable year, payment shall be made in the later taxable year.

(c)All reimbursements and in-kind benefits provided under this Agreement shall be made or provided in accordance with the requirements of section 409A of the Code, including, where applicable, the requirement that (i) any reimbursement be for expenses incurred during the period specified in this Agreement, (ii) the amount of expenses eligible for reimbursement, or in-kind benefits provided, during a fiscal year not affect the expenses eligible for reimbursement, or in-kind benefits to be provided, in any other fiscal year, (iii) the reimbursement of an eligible expense be made no later than the last day of the fiscal year following the year in which the expense is incurred, and (iv) the right to reimbursement or in-kind benefits not be subject to liquidation or exchange for another benefit.

15.Restrictive Covenants.

(a)Noncompetition. The Executive agrees that during the Executive's employment with the Company and its Affiliates and (i) the CIC Severance Term after a CIC Termination and (ii) for any other termination of employment, including a termination of employment where severance is not payable to the Executive, the number of calendar months during the period of the Severance Term (the "Restriction Period"), the Executive will not, without the Board's express written consent, engage (directly or indirectly) in any Competitive Business in the United States or Canada. The term "Competitive Business" means any person, concern or entity which is engaged in or conducts a business substantially the same as the Business of the Company and its Affiliates. The term "Business" means the discovery, research, development and commercialization of gene therapy treatments currently under active discovery, development or commercialization (generally referred to internally as "Programs" and "Pipeline"), including material external sponsored research agreements. The Executive understands and agrees that, given the nature of the business of the Company and its Affiliates and the Executive's position with the Company, the foregoing scope is reasonable and appropriate, and necessary to protect the

Company's legitimate business interests. For purposes of this Agreement, the term "Affiliate" means any subsidiary of the Company or Parent or any other entity under common control with the Company. The Executive and the Company agree that the terms set forth in this Agreement, including without limitation, the increase in Base Salary, the Annual Bonus opportunity and severance rights that the Company is awarding the Executive as consideration for the covenants in this Section 15(a) constitute mutually-agreed upon consideration for the Executive's compliance with this Section 15(a).

(b)Nonsolicitation of Company Personnel. The Executive agrees that during the Restriction Period, the Executive will not, either directly or through others, hire or attempt to hire any employee of the Company or its Affiliates, or solicit or attempt to solicit any such person to change or terminate his or her relationship with the Company or an Affiliate or otherwise to become an employee, consultant or independent contractor to, for or of any other person or business entity; provided that the foregoing does not prohibit general solicitation or recruitment activities not directed at employees of the Company or soliciting, recruiting or hiring any person who responds thereto.

(c)Nonsolicitation of Customers. The Executive agrees that during the Restriction Period, the Executive will not, either directly or through others, solicit, divert or appropriate, or attempt to solicit, divert or appropriate, any customer of the Company or an Affiliate for the purpose of providing such customer with services or products competitive with those offered by the Company or an Affiliate during the Executive's employment with the Company or an Affiliate.

(d)Proprietary Information. At all times, the Executive will hold in strictest confidence and will not disclose, use, lecture upon or publish any of the Proprietary Information (defined below) of the Company or an Affiliate, except as such disclosure, use or publication may be required in connection with the Executive's work for the Company or as described in Section 15(e) below, or unless the Company expressly authorizes such disclosure in writing. "Proprietary Information" shall mean any and all confidential and/or proprietary knowledge, data or information of the Company and its Affiliates and shareholders, including but not limited to information relating to financial matters, investments, budgets, business plans, marketing plans, personnel matters, business contacts, products, processes, know-how, designs, methods, improvements, discoveries, inventions, ideas, data, programs, and other works of authorship. For purposes of this Agreement, the term "Proprietary Information" shall not include information which is or becomes publicly available without breach of: (i) this Agreement; (ii) any other agreement or instrument to which the Company or an Affiliate is a party or a beneficiary; or (iii) any duty owed to the Company or an Affiliate by the Executive or by any third party. It shall also not include any information that was known to Executive prior to Executive's employment with the Company and which was communicated to the Company in writing; *provided*, *however*, that if the Executive shall desire or seek to disclose, use, lecture upon, or publish any Proprietary Information, the Executive shall bear the burden of proving that any such information shall have become publicly available without any such breach.

(e)Reports to Government Entities. Nothing in this Agreement shall prohibit or restrict the Executive from initiating communications directly with, responding to any inquiry from, providing testimony before, providing confidential information to, reporting possible violations of law or regulation to, or filing a claim or assisting with an investigation directly with a self-regulatory authority or a government agency or entity, including the Equal Employment

Opportunity Commission, the Department of Labor, the National Labor Relations Board, the Department of Justice, the Securities and Exchange Commission, Congress, any agency Inspector General or any other federal, state or local regulatory authority (collectively, the "Regulators"), or from making other disclosures that are protected under the whistleblower provisions of state or federal law or regulation. The Executive does not need the prior authorization of the Company to engage in conduct protected by this subsection, and the Executive does not need to notify the Company that the Executive has engaged in such conduct. Please take notice that federal law provides criminal and civil immunity to federal and state claims for trade secret misappropriation to individuals who disclose trade secrets to their attorneys, courts, or government officials in certain, confidential circumstances that are set forth at 18 U.S.C. §§ 1833(b)(1) and 1833(b)(2), related to the reporting or investigation of a suspected violation of the law, or in connection with a lawsuit for retaliation for reporting a suspected violation of the law.

(f)Inventions Assignment. The Executive agrees that all inventions, innovations, improvements, developments, methods, designs, analyses, reports, and all related information which relates to the Company's or its Affiliates' actual business, research and development of existing or future products or services and which are actually being developed or made by the Executive while employed by the Company, on Company time and using Company resources ("Work Product") belong to the Company. The Executive will perform all actions reasonably requested by the Board (whether during or after the Term) to establish and confirm such ownership (including, without limitation, assignments, consents, limited powers of attorney and other instruments). If requested by the Company, the Executive agrees to execute any inventions assignment and confidentiality agreement that is required to be signed by Company employees generally.

(g)Return of Company Property. Within a reasonable time after termination of the Executive's employment with the Company for any reason, and at any earlier time the Company requests, the Executive will deliver to the person designated by the Company all originals and copies of all documents and property of the Company or an Affiliate that are in the Executive's possession or under the Executive's control or to which the Executive may have access. The Executive will not reproduce or appropriate for the Executive's own use, or for the use of others, any property, proprietary information, or Work Product.

(h)Restrictive Covenant Acknowledgement. The Executive acknowledges and agrees that the foregoing restrictions contained in Section 15 are reasonable, proper and necessitated by the legitimate business interests of the Company and will not prevent the Executive from earning a living or pursuing a career. In the event that a court of competent jurisdiction determines that any of the provisions of this Agreement (including, without limitation, the provisions of Section 15) would be unenforceable as written because they cover too extensive a geographic area, too broad a range of activities, too long a period of time, insufficient consideration, or otherwise, then such provisions automatically shall be modified to cover the maximum geographic area, range of activities, and period of time as may be enforceable, and the minimum amount of required consideration as may be enforceable, and in addition, such court is hereby expressly authorized so to modify this Agreement and to enforce it as so modified.

16.Legal and Equitable Remedies. Because the Executive's services are personal and unique and the Executive has had and will continue to have access to and has become and will continue to become acquainted with the proprietary information of the Company and its Affiliates, and

because any breach by the Executive of any of the restrictive covenants contained in Section 15 would result in irreparable injury and damage for which money damages would not provide an adequate remedy, the Company shall have the right to seek to enforce Section 15 and any of its provisions by injunction, specific performance or other equitable relief, without bond and without prejudice to any other rights and remedies that the Company may have for a breach, or threatened breach, of the restrictive covenants set forth in Section 15. The Executive agrees that in any action in which the Company seeks injunction, specific performance or other equitable relief, the Executive will not assert or contend that any of the provisions of Section 15 are unreasonable or otherwise unenforceable.

17.Survival. The respective rights and obligations of the parties under this Agreement (including, but not limited to, under Sections 15 and 16) shall survive any termination of the Executive's employment or termination or expiration of this Agreement to the extent necessary to the intended preservation of such rights and obligations.

18.No Mitigation or Set-Off. In no event shall the Executive be obligated to seek other employment or take any other action by way of mitigation of the amounts payable to the Executive under any of the provisions of this Agreement, and such amounts shall not be reduced regardless of whether the Executive obtains other employment. The Company's obligation to make the payments provided for in this Agreement and otherwise to perform its obligations hereunder shall not be affected by any circumstances, including, without limitation, any set-off, counterclaim, recoupment, defense or other right which the Company may have against the Executive or others.

19.Section 280G. In the event of a change in ownership or control under section 280G of the Code, if it shall be determined that any payment or distribution in the nature of compensation (within the meaning of section 280G(b)(2) of the Code) to or for the benefit of the Executive, whether paid or payable or distributed or distributable pursuant to the terms of this Agreement or otherwise (a "Payment"), would constitute an "excess parachute payment" within the meaning of section 280G of the Code, the aggregate present value of the Payments under this Agreement shall be reduced (but not below zero) to the Reduced Amount (defined below) if and only if the Accounting Firm (described below) determines that the reduction will provide the Executive with a greater net after-tax benefit than would no reduction. No reduction shall be made unless the reduction would provide Executive with a greater net after-tax benefit. The determinations under this Section shall be made as follows:

(a)The "Reduced Amount" shall be an amount expressed in present value which maximizes the aggregate present value of Payments under this Agreement without causing any Payment under this Agreement to be subject to the Excise Tax (defined below), determined in accordance with section 280G(d)(4) of the Code. The term "Excise Tax" means the excise tax imposed under section 4999 of the Code, together with any interest or penalties imposed with respect to such excise tax.

(b)Payments under this Agreement shall be reduced on a nondiscretionary basis in such a way as to minimize the reduction in the economic value deliverable to the Executive. Where more than one payment has the same value for this purpose and they are payable at different times, they will be reduced on a pro rata basis. Only amounts payable under this Agreement shall be reduced pursuant to this Section.

(c)All determinations to be made under this Section shall be made by an independent certified public accounting firm selected by the Company and agreed to by the Executive immediately prior to the change-in-ownership or -control transaction (the "Accounting Firm"). The Accounting Firm shall provide its determinations and any supporting calculations both to the Company and the Executive within 10 days of the transaction. Any such determination by the Accounting Firm shall be binding upon the Company and the Executive. All of the fees and expenses of the Accounting Firm in performing the determinations referred to in this Section shall be borne solely by the Company.

20.Tax Equalization. The Company will reimburse the Executive for all reasonable and necessary costs incurred in connection with any cross-border tax filings that may be required, as well as the cost of joining the NEXUS program and any other visa or related issues with respect to the Executive's employment with the Company. To the extent the Executive is subject to additional taxes in respect of services performed in Canada (whenever such services were performed on the Company's behalf), the Company will reimburse the Executive for such additional taxes with an appropriate gross up calculation such that the Executive pays no more income taxes in respect of compensation from the Company then the Executive would have paid had the services solely been performed in the United States. Without limiting any of the foregoing provisions of this Section 20, the Company hereby agrees to fully indemnify the Executive against: (i) any and all tax liability that the Executive incurs in Canada arising with respect to any services that Executive performs in Canada for and on behalf of the Company, Parent or any of their respective subsidiaries, (ii) any and all tax liability that Executive incurs in the United States by virtue of Parent or any of its subsidiaries being a Passive Foreign Investment Company and that Executive would not have incurred if each of Parent and its subsidiaries were a corporation incorporated and existing under the laws of a State in the United States, and (iii) any other tax liability or penalties that Executive incurs in the United States or Canada by virtue of the Parent or any of its subsidiaries being a Canadian corporation and that Executive would not have incurred if each of Parent and its subsidiaries were a corporation incorporated and existing under the laws of a State in the United States.

21.Notices. All notices and other communications required or permitted under this Agreement or necessary or convenient in connection herewith shall be in writing and shall be deemed to have been given when emailed, hand delivered or mailed by registered or certified mail, as follows (provided that notice of change of address shall be deemed given only when received):

If to the Company, to:

200 Fifth Avenue
Suite 4020
Waltham, MA 02451
Attn: Chief Legal Officer

If to the Executive, to the most recent address on file with the Company or to such other names or addresses as the Company or the Executive, as the case may be, shall designate by notice to each other person entitled to receive notices in the manner specified in this Section.

22.Withholding. All payments under this Agreement shall be made subject to applicable tax withholding, and the Company shall withhold from any payments under this Agreement all federal, state and local taxes as the Company is required to withhold pursuant to any law or governmental

rule or regulation. The Executive shall bear all expense of, and be solely responsible for, all federal, state and local taxes due with respect to any payment received under this Agreement.

23.Remedies Cumulative; No Waiver. No remedy conferred upon a party by this Agreement is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to any other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission by a party in exercising any right, remedy or power under this Agreement or existing at law or in equity shall be construed as a waiver thereof, and any such right, remedy or power may be exercised by such party from time to time and as often as may be deemed expedient or necessary by such party in its sole discretion.

24.Binding Arbitration and Waiver of Right to Participate in Class Actions. Except for disputes relating to, or arising out of, the Executive's obligations set forth in Section 15, including the Company's right to independently seek and obtain injunctive relief in state or federal courts, the parties agree to arbitrate any and all claims, disputes or controversies relating to, or arising out of, or concerning, this Agreement and/or the Executive's employment with the Company, including termination of the Executive's employment. If either party initiates arbitration, the initiating party must notify the other party in writing via U.S. mail, or hand delivery within the applicable statute of limitations period under Massachusetts law. The parties' agreement to arbitrate employment-related claims is intended to include, but is not limited to, claims concerning compensation, benefits or other terms and conditions of employment, or any other claims whether arising by statute or otherwise including, but not limited to, employment claims of wrongful discharge, discrimination, harassment or retaliation under federal, state or local laws including, without limitation, Commonwealth of Massachusetts; Title VII of the Civil Rights Act as amended, the Equal Pay Act, the Americans With Disabilities Act (as amended), the Age Discrimination in Employment Act, the Older Workers Benefits Protection Act; the Patient Protection and Affordable Care Act, and claims arising under the Fair Labor Standards Acts, or any other national, federal, state or local employment or discrimination laws, rules or regulations. The Executive's agreement to arbitrate also includes claims for breach of contract, violation of internal procedure or policy, wrongful termination in violation of public policy, wrongful discharge or termination, tort claims including negligence, defamation, loss of reputation, interference with contractual relations or prospective economic advantage, retaliation, and negligent or intentional infliction of emotional distress. The Executive agrees that all such claims will be fully and finally resolved by mandatory, binding arbitration conducted by the American Arbitration Association ("AAA") located within thirty miles of the Executive's Principal Place of Employment, pursuant to the AAA then-current Employment Arbitration Rules and Mediation Procedures. A copy of those rules is available online at www.adr.org/aaa. The Company as the employer will bear the administrative costs and arbitrator fees, and the arbitrator in such action may award whatever remedies would be available to the parties in a court of law. The purpose of this provision is to require binding arbitration of such disputes, claims or controversies that are or may be arbitrable, and the inclusion of any claim in this provision as to which a jury trial or civil action may not be waived will not taint or invalidate the remainder of this provision. To be clear, this agreement to arbitrate does not apply to any lawsuit to enforce this arbitration clause, or, as referenced above, to seek relief as set forth in Section 15 of this Agreement. Those lawsuits will be commenced in the state or federal courts sitting in the Commonwealth of Massachusetts and the Executive consents to the jurisdiction of the federal or state courts of Massachusetts.

25.Assignment. All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the respective heirs, executors, administrators, legal representatives, successors and assigns of the parties hereto, except that the duties and responsibilities of the Executive under this Agreement are of a personal nature and shall not be assignable or delegable in whole or in part by the Executive. The Company may assign its rights, together with its obligations hereunder, in connection with any sale, transfer or other disposition of all or substantially all of its business and assets, and such rights and obligations shall inure to, and be binding upon, any successor to the business or any successor to substantially all of the assets of the Company, whether by merger, purchase of stock or assets or otherwise, which successor shall expressly assume such obligations, and the Executive acknowledges that in such event the obligations of the Executive hereunder, including but not limited to those under Section 15, will continue to apply in favor of the successor.

26.Company Policies. This Agreement and the compensation payable hereunder shall be subject to any applicable clawback or recoupment policies, share trading policies, and other policies that may be implemented by the Board from time to time with respect to officers of the Company.

27.Indemnification. In the event the Executive is made, or threatened to be made, a party to any legal action or proceeding, whether civil or criminal, including any governmental or regulatory proceedings or investigations, by reason of the fact that the Executive is or was a director or officer of the Company or any of its Affiliates, the Executive shall be fully indemnified by the Company, and the Company shall pay the Executive's related expenses (including reasonable attorneys' fees, judgments, fines, settlements and other amounts incurred in connection with any proceeding arising out of) when and as incurred, to the fullest extent permitted by applicable law and the Company's articles of incorporation and bylaws. During the Executive's employment with the Company or any of its Affiliates and after termination of employment for any reason, the Company shall cover the Executive under the Company's directors' and officers' insurance policy applicable to other officers and directors according to the terms of such policy. Such obligations shall be binding upon the Company's successors and assigns and shall inure to the benefit of the Executive's heirs and personal representatives.

28.Entire Agreement. This Agreement sets forth the entire agreement of the parties hereto and supersedes any and all prior agreements and understandings concerning the Executive's employment by the Company. This Agreement may be changed only by a written document signed by the Executive and the Company.

29.Severability. If any provision of this Agreement or application thereof to anyone or under any circumstances is adjudicated to be invalid or unenforceable in any jurisdiction, such invalidity or unenforceability shall not affect any other provision or application of this Agreement, which can be given effect without the invalid or unenforceable provision or application, and shall not invalidate or render unenforceable such provision or application in any other jurisdiction. If any provision is held void, invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

30.Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the substantive and procedural laws of the Commonwealth of Massachusetts without regard to rules governing conflicts of law.

31.Counterparts. This Agreement may be executed in any number of counterparts (including facsimile counterparts), each of which shall be an original, but all of which together shall constitute one instrument.

32.Acknowledgments. The Executive acknowledges that (a) the Executive has the right to consult with counsel prior to signing this Agreement and has had a full and adequate opportunity to read, understand and discuss with the Executive's advisors, including counsel, the terms and conditions contained in this Agreement prior to signing hereunder, (b) this Agreement is supported by fair and reasonable consideration independent from the continuation of employment, and (c) the Executive received notice of this Agreement at least ten business days before it is to be effective.

(Signature Page Follows)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

ENGENE USA, INC.

/s/ Jason Hanson

Name: Jason Hanson

Title: Chief Executive Officer

Date: July 16, 2024

EXECUTIVE

/s/ Raj Pruthi

Name: Dr. Raj Pruthi

Date: July 16, 2024

Exhibit 10.4

July 16, 2024

By Email

Richard Bryce
XXXXXXXXXXXX
XXXXXXXXXXX

RE: Transition Services Agreement and General Release

Dear Richard:

This letter of agreement and general release ("Agreement") confirms our mutual agreement regarding the terms and conditions of your separation from employment with enGene USA, Inc. ("enGene" or the "Company") and transition to a strategic advisor. You and the Company agree as follows:

1.Last Day of Employment. Your last day of employment with the Company will be July 19, 2024 ("Last Day of Employment"). You will receive your salary at your regular rate of pay through your Last Day of Employment. Your employment and your participation in the Company's employee benefit plans and programs will terminate on your Last Day of Employment.

2.Severance Benefits. Provided that you (i) timely sign and do not revoke this Agreement, (ii) return all Company property, (iii) provide all administrative information, including all login controls, regarding all accounts you used or accessed related to your work for the Company, and (vi) otherwise comply with your obligations under this Agreement and your continuing obligations to the Company under Sections 15 and 16 of your Employment Agreement with the Company dated November 29, 2023 (the "Employment Agreement"), you shall be entitled to the following:

a.Continuation of your Base Salary for a twelve (12) month period (the "Severance Term"), in the total amount of $450,000, which amount shall be paid in regular payroll in accordance with the Company's normal payroll practices. Payment will begin within 60 days following the Last Day of Employment, and any installments not paid between the Last Day of Employment and the date of the first payment will be paid with the first payment.

b.Subject to your copayment of premium amounts at the applicable active employees' rate and your proper election to receive benefits under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("COBRA"), the Company will pay to the group health plan provider(s) or the COBRA provider a monthly payment equal to the monthly employer contribution that the Company would have made to provide health insurance to you if you had remained employed by the Company until the earliest of (A) the twelfth (12th) month anniversary of your Last Day of Employment; (B) your eligibility for group health plan benefits under any other employer's group health plan; or (C) the cessation of your continuation rights under COBRA; provided, however, that if the Company reasonably determines that it cannot pay such amounts to the group health plan provider(s) or the COBRA provider (if applicable) without potentially violating applicable law (including, without

limitation, Section 2716 of the Public Health Service Act), then the Company shall convert such payments to payroll payments directly to you for the time period specified above (such payments, if to you, shall be subject to tax-related deductions and withholdings and paid on the Company's regular payroll dates).

c.An amount equal to your Target Annual Bonus as defined in your Employment Agreement, prorated for the portion of the performance period that you were employed in 2024, payable within forty-five (45) days of your Last Day of Employment.

d.Your time-based equity awards shall accelerate and vest with respect to the number of shares underlying the equity awards that would vest over the Severance Term had you remained employed for such Severance Term and any equity awards that are subject to performance-based vesting shall vest and become exercisable, if at all, subject to the terms of such equity awards.

e.The Company will seek approval of the Board of Directors to extend the post-termination exercise period for all your outstanding stock options until July 19, 2025 (it being understood and agreed that if you exercise, at any time after the third month following your Last Date of Employment, any of such stock options that would otherwise qualify as incentive stock options, shall automatically cease to be incentive stock options and shall automatically become and be treated as non-qualified stock options for purposes of United States federal and state income taxes).

3.Strategic Advisor Services. From July 22, 2024 to December 31, 2024 unless terminated earlier (the "Transition Services Period"), you will provide advisory services to the Company as follows:

a.You and the Company expect that you will devote up to ten (10) hours per month providing strategic advisory services ("Services") as requested by the Chief Executive Officer ("CEO") of the Company.

b.As compensation for the Services, the Company will pay you at an hourly rate of $650.00, to be paid within 30 days of your submission of an invoice to the Company following the end of each month of the Transition Services Period detailing the Services rendered.

c.In performing the Services for the Company as an advisor during the Transition Services Period, you will act in the capacity of an independent contractor with respect to the Company and not as an employee of the Company. Without limiting the generality of the foregoing, you are not authorized to bind the Company to any liability or obligation or to represent that you have any such authority. As an

independent contractor, you are not eligible to participate in any of the Company's employee benefit plans, group insurance arrangements or similar programs, and you are solely responsible for any tax payments, withholdings, and the like. You agree to indemnify and hold the Company harmless with respect to any and all taxes, penalties, premiums, or other liabilities or obligations that may arise relating to Services provided by you or payments made to you pursuant to this Agreement. You are directly responsible for all returns and reports required by any governmental body. You agree not to assert in any judicial or administrative proceeding, application or forum that you are an employee of the Company with respect to the Services.

d.You agree that all copyrightable material, notes, records, drawings, designs, inventions, improvements, developments, discoveries and trade secrets conceived, made or discovered by you, solely or in collaboration with others, during the Transition Services Period which relate in any manner to the business of the Company that you may be directed to undertake, investigate or experiment with, or which you may become associated with in work, investigation or experimentation in the line of business of the Company in performing the Services hereunder (collectively, "Work Product"), are the sole property of the Company. You further shall assign (or cause to be assigned) and do hereby assign fully to the Company all Work Product and any copyrights, patents, mask work rights or other intellectual property rights relating thereto. You agree to assist the Company, or its designee, at Company's expense, in every proper way to secure Company's rights in the Work Product and any copyrights, patents, mask work rights or other intellectual property rights relating thereto in any and all countries, including the disclosure to Company of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and all other instruments that Company deems necessary in order to apply for and obtain such rights and in order to assign and convey to Company, its successors, assigns and nominees the sole and exclusive right, title and interest in and to such Work Product, and any copyrights, patents, mask work rights or other intellectual property rights relating thereto. Contractor further agrees that Contractor's obligation to execute or cause to be executed, when it is in Contractor's power to do so, any such instrument or papers will continue after the termination of this Agreement.

e.The Company may terminate the Transition Services Period prior to December 31, 2024, upon giving two (2) weeks prior written notice thereof to you. Either party may terminate the Transition Services Period immediately and without prior written notice if the other party is in breach of any material provision of this Agreement.

f.Your Services for the Company during the Transition Services Period shall not extend any vesting or exercises periods for any stock options or other equity interests you have in the Company.

4.Release.

a)In consideration of the benefits set forth herein, including but not limited to the benefits set forth in Paragraph 2, to the fullest extent permitted by law you waive, release and forever discharge the Company and each of its past and current parents, subsidiaries, affiliates, and each of its and their respective past and current directors, officers,

members, trustees, employees, representatives, agents, attorneys, employee benefit plans and such plans' administrators, fiduciaries, trustees, recordkeepers and service providers, and each of its and their respective successors and assigns, each and all of them in their personal and representative capacities (collectively the "Company Releasees") from any and all claims legally capable of being waived, grievances, injuries, controversies, agreements, covenants, promises, debts, accounts, actions, causes of action, suits, arbitrations, sums of money, attorneys' fees, costs, damages, or any right to any monetary recovery or any other personal relief, whether known or unknown, in law or in equity, by contract, tort, law of trust or pursuant to federal, state or local statute, regulation, ordinance or common law, which you now have, ever have had, or may hereafter have, based upon or arising from any fact or set of facts, whether known or unknown to you, from the beginning of time until the date of execution of this Agreement, including, but not limited to, any arising out of or relating in any way to your employment relationship with the Company or any other Company Releasee, or other associations with the Company or any other Company Releasee, or any termination thereof. For the avoidance of doubt, the "Company Releasees" includes enGene Holdings, Inc.

b)Without limiting the generality of the foregoing, this waiver, release, and discharge includes any claim or right, to the extent legally capable of being waived, based upon or arising under any federal, state or local fair employment practices or equal opportunity laws, including, but not limited to, the Age Discrimination in Employment Act, the Older Workers Benefit Protection Act, the Rehabilitation Act of 1973, the Worker Adjustment and Retraining Notification Act, 42 U.S.C. Section 1981, Title VII of the Civil Rights Act of 1964, the Equal Pay Act, the Employee Retirement Income Security Act ("ERISA") (including, but not limited to, claims for breach of fiduciary duty under ERISA), the Americans With Disabilities Act, the Family and Medical Leave Act of 1993, the Texas Labor Code (specifically including the Texas Payday Law, the Texas Anti-Retaliation Act, Chapter 21 of the Texas Labor Code, the Texas Minimum Wage Act, Chapter 121 of the Texas Human Resource Code, the Texas Health & Safety Code, the Texas Disability Discrimination Law, the Texas Deceptive Trade Practices Act, the Texas Equal Pay Law, the Massachusetts Fair Employment Practices Act, the Massachusetts Civil Rights Act, the Massachusetts Equal Rights Act, the Massachusetts Labor and Industries Act, the Massachusetts Earned Sick Time Law, the Massachusetts Right of Privacy Law, the Massachusetts Wage Act (as further explained below), the Massachusetts Paid Family and Medical Leave Act, and the Massachusetts Minimum Fair Wage Law, including all amendments thereto. You also are waiving, releasing and discharging all claims under any federal, state, local, and/or municipal statute, law, amendment, directive, order, and/or regulation enacted in response to the COVID-19 pandemic.

c)**Massachusetts Wage Act Waiver**. By signing this Agreement, you acknowledge that this waiver includes any claims against the Company Releasees under Mass. Gen. Laws ch. 149, § 148 et seq., – the Massachusetts Wage Act. These claims include, but are not limited to, claims for failure to pay earned wages, failure to pay overtime, failure to pay earned commissions, failure to timely pay wages, failure to pay accrued vacation or holiday pay, failure to furnish appropriate pay stubs, improper wage deductions, and failure to provide proper check-cashing facilities.

d)**Age Claim Waiver**. In addition to all other claims released under this Agreement, you understand and agree that you are waiving all claims available against the Company Releasees arising out of your employment with the Company or the termination of your employment under the ADEA and OWBPA.

e)You also agree to waive any right to bring, maintain, or participate in a class action, collective action, or representative action against the Company and/or the Company Releasees to the fullest extent permitted by law. You agree that you may not serve as a representative of a class action, collective action, or representative action, may not participate as a member of a class action, collective action, or representative action, and may not recover any relief from a class action, collective action, or representative action. You further agree that if you are included within a class action, collective action, or representative action, you will take all steps necessary to opt-out of the action or refrain from opting in, as the case may be. You are not waiving any right to challenge the validity of this Paragraph 3(d) on any grounds that may exist in law and equity. However, the Company and the Company Releasees reserve the right to attempt to enforce this Agreement, including this Paragraph 3(d), in any appropriate forum.

f)Notwithstanding the generality of the foregoing, nothing herein constitutes a release or waiver by you of, or prevents you from making or asserting: (i) any claim or right you may have under COBRA; (ii) any claim or right you may have for unemployment insurance or workers' compensation benefits (other than for retaliation under workers' compensation laws); (iii) any claim to vested benefits under the written terms of a qualified employee pension benefit plan; (iv) any medical claim incurred during your employment that is payable under applicable medical plans or an employer-insured liability plan; (v) any claim or right that may arise after the execution of this Agreement; (vi) any claim or right you may have under this Agreement; or (vii) any claim that is not otherwise waivable under applicable law. In addition, nothing herein shall prevent you from filing a charge or complaint with the Equal Employment Opportunity Commission ("EEOC") or similar federal or state fair employment practices agency or interfere with your ability to participate in any investigation or proceeding conducted by such agency; provided, however, that pursuant to this Paragraph 3, you are waiving any right to recover monetary damages or any other form of personal relief from the Company Releasees to the extent any such charge, complaint, investigation or proceeding asserts a claim subject to the releases herein.

g)You acknowledge that you have not made any claims or allegations against any Company Releasee, the factual foundation for which involves sexual harassment or sexual assault or abuse.

h)Release of Unknown Claims. You understand that the foregoing releases shall be effective as a full and final accord and satisfaction and general release of all claims, whether known or unknown, against the Company Releasees. You are aware that you may hereafter discover claims or facts in addition to or different from those you now know or believe to exist with respect to the subject matter of this Agreement which if you had known now, may have affected your decision to sign this Agreement; however, you hereby settle and release all of the claims which you had, have or may have against the Company and the other Company Releasees including arising out of such additional or different facts.

5.No Additional Entitlements. You agree and represent that you have received all entitlements due from the Company relating to your employment with the Company, including but not limited to, all wages earned, including without limitation all commissions and bonuses, severance, sick pay, vacation pay, overtime pay, and any paid and unpaid personal leave for which you were eligible and entitled, and that no other entitlements are due to you other than as set forth in this Agreement.

6.Return of Property. Before your Last Day of Employment, you will return to the Company all of its property, including, but not limited to, computers, cell phones, files, and documents, including any correspondence or other materials containing trade secrets of the Company, identification cards, credit cards, keys, equipment, software and data, however stored. To the extent you have any Company information or material stored on any PDA, personal computer, personal email, hard drive, thumb drive, cloud or other electronic storage device, you agree to cooperate with the Company in permanently deleting such information from such devices, subject to any Company litigation preservation directive then in effect.

7.Protection of Confidential Information. Except as expressly permitted in Paragraph 9 of this Agreement or if otherwise required by law, you agree that you will not at any time, directly or indirectly, disclose any trade secret, confidential or proprietary information you have learned by reason of your association with the Company. You further agree to comply fully with your continuing obligations to the Company under Sections 15 and 16 of your Employment Agreement, which are hereby incorporated herein by reference. You and the Company agree that the “Restriction Period” as defined in Section 15 of your Employment Agreement shall extend for twelve months following the end of the Transition Services Period.

8.Non-Disparagement. Except as expressly permitted in Paragraph 9 of this Agreement, you will not at any time make any written or oral comments or statements of a defamatory or disparaging nature regarding the Company and/or the other Company Releasees or their personnel and you shall not take any action that would cause the Company and/or the other Company Releasees or their personnel any embarrassment or humiliation or otherwise cause or contribute to their being held in disrepute. Notwithstanding the above, nothing in this paragraph or elsewhere in this Agreement should be read to prevent you from exercising your rights under Section 7 of the National Labor Relations Act.

9.Reports to Government Entities. Nothing in this Agreement restricts or prohibits you or anyone else from initiating communications directly with, responding to any inquiries from, providing testimony before, providing confidential information to, reporting possible violations of law or regulation to, or from filing a claim or assisting with an investigation directly with a self-regulatory authority or a government agency or entity, including without limitation, the EEOC, the Department of Labor, the National Labor Relations Board, the U.S. Department of Justice, the U.S. Securities and Exchange Commission, the Financial Industry Regulatory Authority, the Occupational Safety and Health Administration, the U.S. Congress, any other federal, state, or local government agency or commission, and any agency Inspector General (collectively, the “Regulators”), or from making other disclosures that are protected under the whistleblower provisions of federal, state, or local law or regulation. You do not need the prior authorization of the Company to engage in conduct protected by this Paragraph, and you do not need to notify the Company that you have engaged in such conduct. This Agreement does not limit your right to receive an award from any Regulator

that provides awards for providing information relating to a potential violation of the law. However, to the maximum extent permitted by law, you are waiving your right to receive any individual monetary relief from the Company or any other Company Releasee (as defined above in Paragraph 3) resulting from the released claims, regardless of whether you or another party has filed them, and in the event you obtain such monetary relief, the Company will be entitled to an offset for the benefits made pursuant to this Agreement. You recognize and agree that, in connection with any such activity outlined above, you must inform the Regulators, your attorney, a court or a government official that the information you are providing is confidential. Despite the foregoing, you are not permitted to reveal to any third-party, including any governmental, law enforcement, or regulatory authority, information you came to learn during the course of your employment with the Company that is protected from disclosure by any applicable privilege, including but not limited to the attorney-client privilege and/or attorney work product doctrine. The Company does not waive any applicable privileges or the right to continue to protect its privileged attorney-client information, attorney work product, and other privileged information. Please take notice that federal law provides criminal and civil immunity to federal and state claims for trade secret misappropriation to individuals who disclose a trade secret to their attorney, a court, or a government official in certain, confidential circumstances that are set forth at 18 U.S.C. §§ 1833(b)(1) and 1833(b)(2), related to the reporting or investigation of a suspected violation of the law, or in connection with a lawsuit for retaliation for reporting a suspected violation of the law.

10.Non-Admission. It is understood and agreed that neither the execution of this Agreement nor the terms of this Agreement constitute an admission of liability to you by the Company or the other Company Releasees, and such liability is expressly denied. It is further understood and agreed that no person shall use the Agreement, or the consideration paid pursuant thereto, as evidence of an admission of liability, inasmuch as such liability is expressly denied.

11.Cooperation. You agree that upon the Company's reasonable notice to you, you shall cooperate with the Company and its counsel (including, if necessary, preparation for and appearance at depositions, hearings, trials or other proceedings) with regard to matters that relate to or arise out of matters you have knowledge about or have been involved with during your employment with the Company. In the event that such cooperation is required, you will be reimbursed for any reasonable travel expenses incurred in connection therewith.

12.Confidentiality of the Agreement. Except as permitted in Paragraph 9 of this Agreement or if otherwise required by law, the parties, including the Company, shall not disclose the terms of this Agreement, or the circumstances giving rise to this Agreement, to any person other than their respective attorneys, immediate family members, accountants, auditors, financial advisors or corporate employees who have a business need to know such terms in order to approve or implement such terms.

13.Acknowledgments. You hereby acknowledge that:

a)The Company hereby advises you of your right to obtain independent legal advice from an attorney of your own choice with respect to this Agreement;
b)You have obtained independent legal advice from an attorney of your own choice with respect to this Agreement or you have voluntarily chosen not to obtain such advice;

c)You freely, voluntarily and knowingly enter into this Agreement after due consideration;
d)You have had a minimum of twenty one (21) days to review and consider this Agreement;
e)You and the Company agree that changes to the Company's offer contained in this Agreement, whether material or immaterial, will not restart the twenty-one (21) day consideration period provided for above;
f)You have a right to revoke this Agreement by notifying the undersigned representative in writing, via electronic mail, within seven (7) business days of your execution of this Agreement;
g)In exchange for your waivers, releases and commitments set forth herein, including your waiver and release of all claims arising under the ADEA, the consideration that you are receiving pursuant to this Agreement exceeds any payment, benefit or other thing of value to which you would otherwise be entitled, and are just and sufficient consideration for the waivers, releases and commitments set forth herein; and
h)No promise or inducement has been offered to you, except as expressly set forth herein, and you are not relying upon any such promise or inducement in entering into this Agreement.

14.Medicare Disclaimer. You acknowledge that you are not a Medicare Beneficiary as of the time you enter into this Agreement. To the extent that you are a Medicare Beneficiary, you agree to contact the undersigned for further instruction.

15.Miscellaneous.

a)Entire Agreement. This Agreement sets forth the entire agreement between you and the Company and replaces any other oral or written agreement between you and the Company relating to the subject matter of this Agreement, including, without limitation, any prior offer letters and/or employment agreements, except for your continuing obligations to the Company under your Employment Agreement.

b)Governing Law. This Agreement shall be construed, performed, enforced and in all respects governed in accordance with the laws of the Commonwealth of Massachusetts, without giving effect to the principles of conflicts of law thereof.

c)Severability. Should any provision of this Agreement be held to be void or unenforceable, the remaining provisions shall remain in full force and effect, to be read and construed as if the void or unenforceable provisions were originally deleted.

d)Amendments. This Agreement may not be modified or amended, except upon the express written consent of both you and the Company.

e) Waiver. A waiver by either party hereto of a breach of any term or provision of the Agreement shall not be construed as a waiver of any subsequent breach.

f)Counterparts. This Agreement may be executed electronically and in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

g)Effective Date. This Agreement will become effective and enforceable upon the expiration of the seven business (7) day revocation period referred to above (the "Effective Date").

If the above accurately states our agreement, kindly sign below and return the original Agreement to me by August 5, 2024.

Sincerely,

enGene USA, Inc.

By: /s/ Lee G. Giguere

Lee G. Giguere
Chief Legal Officer

UNDERSTOOD, AGREED TO AND ACCEPTED WITH THE INTENTION TO BE LEGALLY BOUND:

/s/ Richard Bryce
Richard Bryce
Date: 07/17/2024

Exhibit 10.5

ENGENE HOLDINGS INC.
NONQUALIFIED STOCK OPTION GRANT AGREEMENT

This NONQUALIFIED STOCK OPTION GRANT AGREEMENT (this "Agreement"), dated as of July 22, 2024 (the "Date of Grant"), is delivered by enGene Holdings Inc., a company organized under the laws of British Columbia, Canada (the "Company") to Ronald Cooper (the "Participant").

RECITALS

Pursuant to the terms of the Employment Agreement, dated July 22, 2024 between enGene USA, Inc., a Delaware corporation and wholly owned subsidiary of the Company (the "US Subsidiary"), and the Participant (as it may be amended from time to time, the "Employment Agreement"), the Participant is to be granted an option to acquire common shares of the Company ("Company Shares") on the terms and subject to the conditions set forth herein. The Compensation Committee of the Board of Directors of the Company has decided to make this nonqualified stock option grant as a material inducement for the Participant to enter into employment with the US Subsidiary and to align the Participant's interests with those of the Company and its shareholders. The grant of the nonqualified stock option provided for herein is intended to constitute an "employment inducement grant" as described in Rule 5635(c)(4), or any successor provision, of the Nasdaq Listing Rules, and is not being granted or made under the enGene Holdings Inc. Amended and Restated 2023 Equity Incentive Plan, as amended from time to time (the "Plan"). This Agreement and the terms and conditions of the Option shall be interpreted in accordance and consistent with such rule. Capitalized terms used herein and not otherwise defined will have the meanings set forth in the Plan.

1.Grant of Option.

(a)Grant. In accordance with the employment inducement grant exception to the shareholder-approval requirements of the Nasdaq Stock Market set forth in Rule 5635(c)(4), or any successor provision, of the Nasdaq Listing Rules, the Company hereby grants to the Participant a nonqualified stock option (the "Option") to purchase 1,250,000 Company Shares (each a "Share", and together the "Shares") at an Exercise Price of $8.81 per Share, on the terms and subject to the conditions set forth in this Agreement and, subject to Section 1(c) below, otherwise on terms identical to the terms provided in the Plan. In the event of any conflict between this Agreement and the Plan, this Agreement shall control. The Option is not intended to qualify as an incentive stock option pursuant to Section 422 of the Code. The Option shall become exercisable according to Section 2 below. The Company shall file with the Securities and Exchange Commission a registration statement on Form S-8 registering the Shares issuable pursuant to the Option.

(b)Inducement Award. The Participant acknowledges that the grant of the Option hereunder satisfies in full the Company's obligation to provide the Participant with an option grant as described in the Employment Agreement. The Participant acknowledges that the grant of the Option hereunder is intended to be in consideration for, in part, the covenants set forth in Section 15 of the Employment Agreement.

(c)Incorporation by Reference. It is understood that the Option is not being granted pursuant to the Plan; provided, however, that this Agreement shall be construed and administered in a manner consistent with the provisions of the Plan as if granted pursuant thereto, the terms of which are incorporated herein by reference (including, without limitation, any interpretations, amendments, rules and regulations promulgated by the Committee from time to time pursuant to the Plan, which shall be deemed to apply to the Option granted hereunder without any further action of the Committee, unless expressly provided otherwise by the Committee). The Committee shall have final authority to interpret and construe the terms of this Agreement and the Plan's terms as they are incorporated herein by reference and deemed to apply to the Option granted hereunder, and to make any and all determinations under them, and its decision shall be binding and conclusive upon the Participant and the Participant's beneficiaries in respect of any questions arising under the Plan or this Agreement. The Participant acknowledges that the Participant has received a copy of the Plan and the official prospectus for the Plan. The Participant also acknowledges that the Participant had an opportunity to review the Plan and agrees to be bound by all the terms and provisions of the Plan, as incorporated into this Agreement. Paper copies of the Plan and the official Plan prospectus are available, and paper copies of the prospectus for this Agreement will be available, by contacting the Chief Legal Officer of the Company. For the avoidance of doubt, neither the Option granted hereunder nor any Shares issued upon the exercise of the Option shall reduce the number of Shares available for issuance pursuant to Grants granted under the Plan.

2.Exercisability of Option.

(a)Subject to the terms of this Section 2 and to the applicable terms of the Employment Agreement that may provide for accelerated vesting of the Option under certain circumstances, the Option shall become vested according to the following dates (each a "Vesting Date"), provided that the Participant continues to be employed by, or provide service to, the Employer from the Date of Grant until the applicable Vesting Date.

VESTING DATE	VESTING AMOUNT
July 22, 2025	25% of the shares
The 22nd day of each month thereafter for 36 months	2.0833% of the shares each month

(b)The vesting and exercisability of the Option is cumulative, but shall not exceed 100% of the Shares subject to the Option. If the terms set forth in Section 2(a) would produce fractional Shares, the number of Shares for which the Option becomes vested and exercisable shall be rounded down to the nearest whole Share and the fractional Shares will be accumulated so that

the resulting whole Shares will be included in the number of Shares for which the Option becomes vested and exercisable on the last Vesting Date.

(c)Subject to the applicable terms of the Employment Agreement that may provide for accelerated vesting of the Option under certain circumstances, in the event of a Change of Control before the Option is fully vested and exercisable, the provisions of the Plan applicable to a Change of Control shall apply to the Option, and, in the event of a Change of Control, the Committee may take such actions with respect to the vesting and exercisability of the Option as it deems appropriate pursuant to the Plan.

3.Term of Option.

(a)The Option shall have a term of ten years from the Date of Grant and shall terminate at the expiration of that period, unless it is terminated at an earlier date pursuant to the provisions of this Agreement or the Plan. Notwithstanding the foregoing, in the event that on the last business day of the term of the Option, the exercise of the Option is prohibited by applicable law, including a prohibition on purchases or sales of Company Shares under the Company's insider trading policy, the term of the Option shall be extended for a period of 30 days following the end of the legal prohibition, unless the Committee determines otherwise.

(b)The Option shall automatically terminate upon the happening of the first of the following events:

(i)The expiration of the 90-day period after the Participant ceases to be employed by, or provide service to, the Employer, if the termination is for any reason other than Disability, death or Cause.

(ii)The expiration of the one-year period after the Participant ceases to be employed by, or provide service to, the Employer on account of the Participant's Disability.

(iii)The expiration of the one-year period after the Participant ceases to be employed by, or provide service to, the Employer, if the Participant dies while employed by, or providing service to, the Employer or the Participant dies within 90 days after the Participant ceases to be so employed or to provide services to the Employer for any reason other than Disability, death or Cause.

(iv)The date on which the Participant ceases to be employed by, or provide service to, the Company for Cause. In addition, notwithstanding the prior provisions of this Section 3, if the Participant engages in conduct that constitutes Cause after the Participant's employment or service terminates, the Option shall immediately terminate, and the Participant shall automatically forfeit all Shares underlying any exercised portion of the Option for which the Company has not yet delivered the Share certificates, upon refund by the Company of the Exercise Price paid by the Participant for such Shares.

Notwithstanding the foregoing, in no event may the Option be exercised after the date that is immediately before the tenth anniversary of the Date of Grant, except as provided under Section

3(a) above. Any portion of the Option that is not exercisable at the time the Participant ceases to be employed by, or provide service to, the Employer shall immediately terminate.

4.Exercise Procedures.

(a)Subject to the provisions of Sections 2 and 3 above, the Participant may exercise part or all of the exercisable Option by giving the Company or its delegate written notice of intent to exercise, specifying the number of Company Shares as to which the Option is to be exercised and such other information as the Company or its delegate may require.

(b)At such time as the Committee shall determine, the Participant shall pay the Exercise Price (i) in cash, (ii) unless the Committee determines otherwise, by delivering Company Shares owned by the Participant, which shall be valued at their Fair Market Value on the date of exercise, or by attestation (in accordance with procedures prescribed by the Company) to ownership of Company Shares having a Fair Market Value on the date of exercise at least equal to the Exercise Price, (iii) by payment through a broker in accordance with procedures permitted by Regulation T of the Federal Reserve Board, (iv) if permitted by the Committee, by withholding Company Shares subject to the exercisable Option, which have a Fair Market Value on the date of exercise equal to the Exercise Price, or (v) by such other method as the Committee may approve, to the extent permitted by applicable law. Company Shares used to exercise an Option shall have been held by the Participant for the requisite period of time necessary to avoid adverse accounting consequences to the Company with respect to the Option. The Committee may impose from time to time such limitations as it deems appropriate on the use of Company Shares to exercise the Option.

(c)The obligation of the Company to deliver Shares upon exercise of the Option shall be subject to all applicable laws, rules, and regulations and such approvals by governmental agencies as may be deemed appropriate by the Committee, including such actions as Company counsel shall deem necessary or appropriate to comply with relevant securities laws and regulations.

(d)All obligations of the Company under this Agreement shall be subject to the rights of the Employer as set forth in the Plan to withhold amounts required to be withheld for any taxes, if applicable. The Participant may be required to pay to the Employer, or make other arrangements satisfactory to the Employer to provide for the payment of, any federal, state, local or other taxes that the Employer is required to withhold with respect to the Option. At such time as the Committee may determine, the Participant may elect to satisfy any tax withholding obligation of the Employer with respect to the Option by having Shares withheld to satisfy the applicable withholding tax rate for FICA, federal, state, local and other tax liabilities.

(e)Upon exercise of the Option (or portion thereof), the Option (or portion thereof) will terminate and cease to be outstanding.

5.Restrictions on Exercise. Except as the Committee may otherwise permit pursuant to the Plan, only the Participant may exercise the Option during the Participant's lifetime and, after the Participant's death, the Option shall be exercisable (subject to the limitations specified in the Plan) solely by the legal representatives of the Participant, or by the person who acquires the right to

exercise the Option by will or by the laws of descent and distribution, to the extent that the Option is exercisable pursuant to this Agreement.

6.No Employment or Other Rights. The grant of the Option shall not confer upon the Participant any right to be retained by or in the employ or service of the Employer and shall not interfere in any way with the right of the Employer to terminate the Participant's employment or service at any time. The right of the Employer to terminate at will the Participant's employment or service at any time for any reason is specifically reserved.

7.No Shareholder Rights. Neither the Participant, nor any person entitled to exercise the Participant's rights in the event of the Participant's death, shall have any of the rights and privileges of a shareholder with respect to the Shares subject to the Option, until certificates for Shares have been issued upon the exercise of the Option.

8.Assignment and Transfers. Except as the Committee may otherwise permit pursuant to the Plan, the rights and interests of the Participant under this Agreement may not be sold, assigned, encumbered or otherwise transferred except, in the event of the death of the Participant, by will or by the laws of descent and distribution. In the event of any attempt by the Participant to alienate, assign, pledge, hypothecate, or otherwise dispose of the Option or any right hereunder, except as provided for in this Agreement, or in the event of the levy or any attachment, execution or similar process upon the rights or interests hereby conferred, the Company may terminate the Option by notice to the Participant, and the Option and all rights hereunder shall thereupon become null and void. The rights and protections of the Company hereunder shall extend to any successors or assigns of the Company and to the Company's parents, subsidiaries, and affiliates. This Agreement may be assigned by the Company without the Participant's consent.

9.Applicable Law. The validity, construction, interpretation and effect of this Agreement shall be governed by and construed in accordance with the laws of British Columbia, Canada, without giving effect to the conflicts of laws provisions thereof.

10.Notice. Any notice to the Company provided for in this instrument shall be addressed to the Company in care of the Chief Legal Officer and any notice to the Participant shall be addressed to such Participant at the current address shown on the payroll of the Company. Any notice shall be delivered by hand or enclosed in a properly sealed envelope addressed as stated above, registered and deposited, postage prepaid, in a post office regularly maintained by the United States Postal Service or by the postal authority of the country in which the Participant resides or to an internationally recognized expedited mail courier.

11.Recoupment Policy. The Participant agrees that, subject to the requirements of applicable law, the Option, and the right to receive and retain any Company Shares or cash payments covered by this Agreement, shall be subject to rescission, cancellation or recoupment, in whole or part, if and to the extent so provided under the Dodd-Frank Recoupment Policy and any other "clawback" or similar policy of the Company in effect on the Date of Grant or that may be established thereafter (as applicable, the "Company Clawback Policy"). Further, to the extent permitted by applicable law, including without limitation Section 409A of the Code, this Agreement and all Options, cash

or other value provided pursuant to this Agreement are subject to offset in the event that the Participant has an outstanding clawback, recoupment or forfeiture obligation to the Company under the terms of any applicable Company Clawback Policy. In the event of a clawback, recoupment or forfeiture event under an applicable Company Clawback Policy, the amount required to be clawed back, recouped or forfeited pursuant to such policy shall be deemed not to have been earned under the terms of this Agreement until such time as the Company Clawback Policy is no longer applicable.

12.Entire Agreement. This Agreement contains the entire understanding between the Company and Participant with respect to the matter set forth herein, and shall supersede all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written.

[***Signature Page Follows***]

IN WITNESS WHEREOF, the Company has caused an officer to execute this Agreement, and the Participant has executed this Agreement, effective as of the Date of Grant.

ENGENE HOLDINGS INC.

/s/ Lee G. Giguere
Name: Lee G. Giguere
Title: Chief Legal Officer

I hereby accept the Option described in this Agreement, and I agree to be bound by the terms of the Plan and this Agreement. I hereby further agree that all decisions and determinations of the Committee shall be final and binding.

Participant: /s/ Ronald Cooper

Date: 8/13/2024

Exhibit 31.1

CERTIFICATION PURSUANT TO

RULES 13a-14(a) AND 15d-14(a) UNDER THE SECURITIES EXCHANGE ACT OF 1934,

AS ADOPTED PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Ronald H. W. Cooper, certify that:

1.I have reviewed this quarterly report on Form 10-Q of enGene Holdings 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 Rules 13a-15(e) and 15d-15(e)) 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 report is being prepared;

b.Omitted;

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 (the registrant's fourth fiscal quarter in the case of an annual report) 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 the 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: September 10, 2024 By: /s/ Ronald H. W. Cooper

Ronald H. W. Cooper
Chief Executive Officer
(Principal Executive Officer)

Exhibit 31.2

CERTIFICATION PURSUANT TO

RULES 13a-14(a) AND 15d-14(a) UNDER THE SECURITIES EXCHANGE ACT OF 1934,

AS ADOPTED PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Ryan Daws, certify that:

1.I have reviewed this quarterly report on Form 10-Q of enGene Holdings 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 Rules 13a-15(e) and 15d-15(e)) 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 report is being prepared;

b.Omitted;

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 (the registrant's fourth fiscal quarter in the case of an annual report) 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 the 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: September 10, 2024 By: /s/ Ryan Daws

Ryan Daws
Chief Financial Officer
(Principal Financial Officer and Accounting Officer)

Exhibit 32.1

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 enGene Holdings Inc. (the "Company") for the period ended July 31, 2024 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 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; and

(2)The information contained in the Report fairly presents, in all material respects, the financial condition and result of operations of the Company.

Date: September 10, 2024 By: /s/ Ronald H. W. Cooper

Ronald H. W. Cooper
Chief Executive Officer
(Principal Executive Officer)

Exhibit 32.2

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 enGene Holdings Inc. (the "Company") for the period ended July 31, 2024 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 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; and

(2)The information contained in the Report fairly presents, in all material respects, the financial condition and result of operations of the Company.

Date: September 10, 2024 By: /s/ Ryan Daws

Ryan Daws
Chief Financial Officer
(Principal Financial Officer and Accounting Officer)