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

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**SCHEDULE TO**

**TENDER OFFER STATEMENT UNDER SECTION 14(d)(1) OR 13(e)(1)  
OF THE SECURITIES EXCHANGE ACT OF 1934**

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**TURNSTONE BIOLOGICS CORP.**

(Name of Subject Company (Issuer))

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**XOMA ROYALTY CORPORATION**

(Name of Filing Persons (Offeror))

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**Common Stock, Par Value \$0.001 Per Share**  
(Title of Class of Securities)

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**98419J206**  
(CUSIP Number of Class of Securities)

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**Owen Hughes  
XOMA Royalty Corporation  
2200 Powell Street, Suite 310  
Emeryville, California 94608  
Tel. (510) 204-7200**  
(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications on Behalf of Filing Persons)

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*Copies to:*

**Ryan A. Murr  
Branden C. Berns  
Melanie E. Neary  
Gibson, Dunn & Crutcher LLP  
One Embarcadero Center, Suite 2600  
San Francisco, CA 94111**

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☐ Check the box if the filing relates solely to preliminary communications made before the commencement of a tender offer.

Check the appropriate boxes below to designate any transactions to which the statement relates:

- ☒ third-party tender offer subject to Rule 14d-1.
- ☐ issuer tender offer subject to Rule 13e-4.
- ☐ going-private transaction subject to Rule 13e-3.
- ☐ amendment to Schedule 13D under Rule 13d-2.

Check the following box if the filing is a final amendment reporting the results of the tender offer. ☐

If applicable, check the appropriate box(es) below to designate the appropriate rule provision(s) relied upon:

- ☐ Rule 13e-4(i) (Cross-Border Issuer Tender Offer)
- ☐ Rule 13d-1(d) (Cross-Border Third-Party Tender Offer)
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This Tender Offer Statement on Schedule TO (this “Schedule TO”) relates to the offer (the “Offer”) by XOMA Royalty Corporation, a Nevada corporation (“Purchaser”), to purchase all of the outstanding shares of common stock, par value \$0.001 per share (“Shares”), of Turnstone Biologics Corp., a Delaware corporation (“Turnstone”), for a price per Share of (i) \$0.34 (the “Cash Amount”), payable subject to any applicable tax withholding and without interest, and (ii) one non-transferable contractual contingent value right (“CVR”) for each Share, which shall represent the right to receive potential payments, in cash, described in, and subject to and in accordance with the terms and conditions of, the CVR Agreement (as described below), subject to any applicable tax withholding and without interest (such amount, the “CVR Amount,” and together with the Cash Amount, the “Offer Price”), all upon the terms and subject to the conditions described in the Offer to Purchase, dated July 11, 2025 (together with any amendments or supplements thereto, the “Offer to Purchase”) and in the related Letter of Transmittal, copies of which are attached hereto as exhibits (a)(1)(A) and (a)(1)(B), respectively. The Offer is being made pursuant to the Agreement and Plan of Merger, dated as of June 26, 2025 (together with any amendments or supplements thereto, the “Merger Agreement”), among Turnstone, Purchaser and XRA 3 Corp., a Delaware corporation and a wholly owned subsidiary of Purchaser (“Merger Sub”), a copy of which is filed as Exhibit (d)(1) hereto and incorporated herein by reference with respect to Items 4 through 11 of this Schedule TO. Capitalized terms used but not otherwise defined herein have the meanings ascribed thereto in the Offer to Purchase.

All of the information set forth in the Offer to Purchase is incorporated by reference herein in response to Items 1 through 9 and Item 11 of this Schedule TO, and is supplemented by the information specifically provided in this Schedule TO.

#### **ITEM 1. SUMMARY TERM SHEET.**

The information set forth in the section of the Offer to Purchase titled “Summary Term Sheet” is incorporated herein by reference.

#### **ITEM 2. SUBJECT COMPANY INFORMATION.**

The subject company and the issuer of the securities subject to the Offer is Turnstone Biologics Corp., a Delaware corporation. For purposes of compliance with applicable requirements of the Securities Act of 1933, as amended, and Securities Exchange Act of 1934, as amended, any stockholder communication required to be sent to Turnstone’s principal executive offices may be sent to Turnstone Biologics Corp., 9310 Athena Circle, Suite 3000, La Jolla, California 92037. Turnstone’s telephone number is (347) 897-5988.

This Schedule TO relates to the Shares. According to Turnstone, as of the close of business on July 10, 2025, there were: (i) 23,140,691 Shares issued and outstanding, (ii) 1,856,251 Shares subject to outstanding Turnstone Stock Options and (iii) 1,135 Shares subject to outstanding Turnstone Restricted Stock Units.

The information concerning the principal market on which the Shares are traded, and certain high and low sales prices for the Shares in the principal market in which the Shares are traded set forth in “Special Factors—Section 3. Price Range of Shares; Dividends” of the Offer to Purchase, are incorporated herein by reference.

#### **ITEM 3. IDENTITY AND BACKGROUND OF FILING PERSON.**

(a)–(c) The filing company of this Schedule TO is Purchaser. Purchaser’s principal executive office is located at 2200 Powell Street, Suite 310, Emeryville, California 94608. Purchaser’s telephone number is (510) 204-7200.

Purchaser was formed under the laws of the State of Delaware on December 31, 2011 and reincorporated under the laws of the State of Nevada on May 30, 2025, and its principal business is to engage in any lawful act or activity for which corporations may be organized under the Nevada Revised Statutes. The executive officers of Purchaser are Owen Hughes, its Chief Executive Officer, Tom Burns, its Senior Vice President, Finance and Chief Financial Officer, and Brad Sitko, its Chief Investment Officer. Each executive officer of Purchaser is a United States citizen and has a business address located at 2200 Powell Street, Suite 310, Emeryville, California 94608.

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The information set forth in “The Tender Offer—Section 6. Certain Information Concerning Purchaser” and Schedule A—“Information Concerning Members of the Boards of Directors and the Executive Officers of Purchaser” of the Offer to Purchase is incorporated herein by reference.

**ITEM 4. TERMS OF THE TRANSACTION.**

(a)(1)(i)-(viii), (x), (xii), (a)(2)(i)-(v), (vii) The information set forth in the Offer to Purchase is incorporated herein by reference.

(a)(1)(ix), (xi), (a)(2)(vi) Not applicable.

**ITEM 5. PAST CONTACTS, TRANSACTIONS, NEGOTIATIONS AND AGREEMENTS.**

(a), (b) The information set forth in “Special Factors—Section 1. Background of the Offer; Contacts with Turnstone,” “Special Factors—Section 2. Purpose of the Offer and Plans for Turnstone,” “The Tender Offer—Section 5. Certain Information Concerning Turnstone,” “The Tender Offer—Section 6. Certain Information Concerning Purchaser” and “Schedule A—Information Concerning Members of the Boards of Directors and the Executive Officers of Purchaser” of the Offer to Purchase is incorporated herein by reference.

**ITEM 6. PURPOSES OF THE TRANSACTION AND PLANS OR PROPOSALS.**

(a), (c)(1)–(7) The information set forth in the sections of the Offer to Purchase titled “Summary Term Sheet” and “Introduction” and in “Special Factors—Section 2. Purpose of the Offer and Plans for Turnstone,” “Special Factors—Section 3. Price Range of Shares; Dividends,” “Special Factors—Section 4. Possible Effects of the Offer on the Market for the Shares; Nasdaq Listing; Exchange Act Registration and Margin Regulations,” “The Tender Offer—Section 1. Terms of the Offer” and “The Tender Offer—Section 7. Summary of the Merger Agreement and Certain Other Agreements” of the Offer to Purchase is incorporated herein by reference.

**ITEM 7. SOURCE AND AMOUNT OF FUNDS OR OTHER CONSIDERATION.**

(a), (d) The information set forth in the section of the Offer to Purchase titled “Summary Term Sheet” and in “The Tender Offer—Section 8. Source and Amount of Funds” of the Offer to Purchase is incorporated herein by reference.

(b) The Offer is not subject to a financing condition.

**ITEM 8. INTEREST IN SECURITIES OF THE SUBJECT COMPANY.**

The information set forth in “Special Factors—Section 2. Purpose of the Offer and Plans for Turnstone,” “The Tender Offer—Section 6. Certain Information Concerning Purchaser” and “Schedule A—Information Concerning Members of the Boards of Directors and the Executive Officers of Purchaser” of the Offer to Purchase and “Item 3—Identity and Background of the Filing Person” hereof is incorporated herein by reference.

**ITEM 9. PERSONS/ASSETS RETAINED, EMPLOYED, COMPENSATED OR USED.**

(a) The information set forth in the section of the Offer to Purchase titled “Introduction” and in “Special Factors—Section 1. Background of the Offer; Contacts with Turnstone,” “The Tender Offer—Section 3. Procedures for Tendering Shares” and “The Tender Offer—Section 12. Fees and Expenses” of the Offer to Purchase is incorporated herein by reference.

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**ITEM 10. FINANCIAL STATEMENTS.**

Not applicable. Pursuant to Instruction 2 to Item 10 of Schedule TO, Purchaser's financial statements are not considered material because (i) the consideration offered consists solely of cash, (ii) the Offer is not subject to any financing condition and (iii) Purchaser is a public reporting company under Section 13(a) or 15(d) of the Act that files reports electronically on EDGAR.

**ITEM 11. ADDITIONAL INFORMATION.**

(a) The information set forth in "Special Factors—Section 1. Background of the Offer; Contacts with Turnstone," "Special Factors—Section 2. Purpose of the Offer and Plans for Turnstone," "Special Factors—Section 4. Possible Effects of the Offer on the Market for the Shares; Nasdaq Listing; Exchange Act Registration and Margin Regulations," "The Tender Offer—Section 6. Certain Information Concerning Purchaser," "The Tender Offer—Section 7. Summary of the Merger Agreement and Certain Other Agreements" and "The Tender Offer—Section 11. Certain Legal Matters; Regulatory Approvals" of the Offer to Purchase is incorporated herein by reference.

(c) The information set forth in the Offer to Purchase is incorporated herein by reference.

**ITEM 12. EXHIBITS.****Index No.**

(a)(1)(A)*	<a href="#"><u>Offer to Purchase, dated July 11, 2025.</u></a>
(a)(1)(B)*	<a href="#"><u>Form of Letter of Transmittal.</u></a>
(a)(1)(C)*	<a href="#"><u>Form of Letter to Brokers, Dealers, Commercial Banks, Trust Companies and Other Nominees.</u></a>
(a)(1)(D)*	<a href="#"><u>Form of Letter to Clients for Use by Brokers, Dealers, Commercial Banks, Trust Companies and Other Nominees.</u></a>
(a)(5)(A)	<a href="#"><u>Press Release of Turnstone issued on June 27, 2025 (incorporated by reference to Exhibit 99.1 to Turnstone's Current Report on Form 8-K filed with the SEC on June 27, 2025).</u></a>
(d)(1)	<a href="#"><u>Agreement and Plan of Merger, by and among XOMA Royalty Corporation, XRA 3 Corp. and Turnstone Biologics Corp., dated June 26, 2025 (incorporated by reference to Exhibit 2.1 to Turnstone's Current Report on Form 8-K filed with the SEC on June 27, 2025).</u></a>
(d)(2)*	<a href="#"><u>Confidentiality Agreement dated April 16, 2025 between Turnstone and Purchaser.</u></a>
(d)(3)	<a href="#"><u>Form of Contingent Value Rights Agreement (incorporated herein by reference to Exhibit C of Exhibit 2.1 to Turnstone's Current Report on Form 8-K/A filed with the SEC on July 1, 2025).</u></a>
(d)(4)	<a href="#"><u>Form of Tender and Support Agreement (incorporated herein by reference to Exhibit D of Exhibit 2.1 to Turnstone's Current Report on Form 8-K/A filed with the SEC on July 1, 2025).</u></a>
(g)	Not applicable.
(h)	Not applicable.
107*	<a href="#"><u>Filing Fee Table.</u></a>

\* Filed herewith.

**ITEM 13. INFORMATION REQUIRED BY SCHEDULE 13E-3.**

Not applicable.

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**SIGNATURE**

After due inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dated: July 11, 2025

**XOMA Royalty Corporation**

By: /s/ Owen Hughes

Name: Owen Hughes

Title: *Chief Executive Officer*

Offer to Purchase

All Outstanding Shares of Common Stock  
of

TURNSTONE BIOLOGICS CORP.

at

A Price per Share of \$0.34, Plus One Contingent Value Right (“CVR”), Which Represents the Right to Receive Potential Payments, in Cash,  
Contingent upon Receipt of Any CVR Proceeds, as Described in the CVR Agreement

by

XOMA ROYALTY CORPORATION

THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE ONE MINUTE AFTER 11:59 P.M. EASTERN TIME ON AUGUST 7, 2025  
(THE “EXPIRATION DATE”), UNLESS THE OFFER IS EXTENDED OR EARLIER TERMINATED.

XOMA Royalty Corporation, a Nevada corporation (“Purchaser”), is offering to purchase (the “Offer”) all outstanding shares of common stock, par value \$0.001 per share (“Shares”), of Turnstone Biologics Corp., a Delaware corporation (“Turnstone”), for a price per Share of (i) \$0.34 (the “Cash Amount”), payable subject to any applicable tax withholding and without interest, and (ii) onenon-transferable contractual contingent value right (“CVR”), which represents the right to receive potential payments, in cash, described in, and subject to and in accordance with the terms and conditions of, the CVR Agreement (as defined below), subject to any applicable tax withholding and without interest (such amount, the “CVR Amount,” and together with the Cash Amount, the “Offer Price”), all upon the terms and subject to the conditions described in this Offer to Purchase (together with any amendments or supplements hereto, this “Offer to Purchase”) and in the related Letter of Transmittal (together with any amendments or supplements thereto, the “Letter of Transmittal”). Subject to the terms of the Merger Agreement (as defined below) and the CVR Agreement, the Offer Price will be paid net of any applicable tax withholding and without interest.

The Offer is being made pursuant to the Agreement and Plan of Merger, dated as of June 26, 2025 (together with any amendments or supplements thereto, the “Merger Agreement”), among Turnstone, Purchaser and XRA 3 Corp., a Delaware corporation (“Merger Sub”), and a wholly owned subsidiary of Purchaser, pursuant to which, after the completion of the Offer and the satisfaction or waiver of certain conditions, Merger Sub will be merged with and into Turnstone, without a meeting or any further action of the Turnstone stockholders in accordance with Section 251(h) of the General Corporation Law of the State of Delaware (the “DGCL”), and Turnstone will be the surviving corporation and a wholly owned subsidiary of Purchaser (such corporation, the “Surviving Corporation” and such merger, the “Merger”). The time at which the Merger becomes effective is referred to as the “Effective Time” and the date upon which the Merger becomes effective is the “Closing Date.” Upon the terms and subject to the satisfaction or waiver of the conditions of the Offer and the Merger Agreement, including the Minimum Tender Condition (as defined below), Purchaser will accept for payment (the date and time of such acceptance, the “Offer Closing Time”) and thereafter pay for all Shares validly tendered and not properly withdrawn pursuant to the Offer promptly after the Expiration Date.

Pursuant to the terms of the Merger Agreement, as of immediately prior to the Effective Time, by virtue of the Merger and without any action on the part of the holders of Shares, each Share, other than Shares (A) owned by Turnstone immediately prior to the Effective Time, (B) owned by Purchaser, Merger Sub or any other subsidiary of Purchaser immediately prior to the Effective Time, (C) irrevocably accepted for purchase in the Offer or (D) held by any stockholders or owned by any beneficial owners of capital stock of Turnstone who are entitled to and who properly exercise appraisal rights under Delaware law, will be converted into the right to receive the Offer Price, without interest and subject to any applicable tax withholding. At the Effective Time,

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each option to purchase Shares from Turnstone (“Turnstone Stock Options,” and each a “Turnstone Stock Option”) that is then outstanding will be cancelled and terminated without consideration. As of immediately prior to the Offer Closing Time, each restricted stock unit granted pursuant to Turnstone’s 2023 Equity Incentive Plan, 2018 Equity Incentive Plan, or Amended and Restated Equity Incentive Plan (“Turnstone Restricted Stock Units,” and each a “Turnstone Restricted Stock Unit”), with each such Turnstone Restricted Stock Unit representing a contingent right to receive one Share upon vesting, that is then outstanding but not then vested will become immediately vested in full. At the Effective Time, each Turnstone Restricted Stock Unit that is then outstanding will be cancelled and the holder of such cancelled Turnstone Restricted Stock Unit will be entitled to receive (i) an amount in cash, without interest and subject to applicable tax withholding equal to the Cash Amount and (ii) one CVR.

**As noted in the Summary Term Sheet, there is a risk that you may receive no payments under the CVRs. Therefore, in making a decision to tender your Shares, you should understand that if the CVR does not generate any payments, the only consideration that you would receive in the Offer is the Cash Amount that is being offered pursuant to the Offer. You should base your tender decision on the Cash Amount as it may be the only consideration you receive in the Offer. On July 10, 2025, the last full trading day prior to the date of this Offer to Purchase, the closing price of Turnstone’s common stock as reported on Nasdaq was \$0.37 per Share.**

On June 26, 2025, Turnstone’s board of directors (the “Turnstone Board”) unanimously: (i) determined that the terms of Offer, the Merger and the other transactions contemplated by the Merger Agreement and the CVR Agreement (collectively, the “Transactions”) are fair to, and in the best interests of, Turnstone and the Turnstone stockholders; (ii) approved and declared advisable the Merger and the execution, delivery and performance by Turnstone of the Merger Agreement and the consummation of the Transactions; (iii) resolved that the Merger Agreement and the Merger shall be governed by and effected under Section 251(h) of the DGCL and be consummated as soon as practicable following the time at which Purchaser first irrevocably accepts for purchase the Shares tendered in the Offer; and (iv) recommended that the holders of Shares accept the Offer and tender their Shares pursuant to the Offer.

The Offer is subject to various conditions. See “The Tender Offer—Section 9. Conditions of the Offer.” A summary of the principal terms of the Offer appears on pages 1 through 12 of this Offer to Purchase. You should read this entire document carefully before deciding whether to tender your Shares.

Neither the U.S. Securities and Exchange Commission (the “SEC”) nor any state securities commission has approved or disapproved of this transaction, passed upon the merits or fairness of such transaction or passed upon the adequacy or accuracy of the information contained in this document. Any representation to the contrary is a criminal offense.

July 11, 2025

**IMPORTANT**

If you desire to tender all or any portion of your Shares to us pursuant to the Offer, you should either: (i) if you hold your Shares directly as the registered owner, complete and sign the Letter of Transmittal for the Offer, which is enclosed with this Offer to Purchase, in accordance with the instructions contained in the Letter of Transmittal, mail or deliver the Letter of Transmittal and any other required documents to Broadridge Corporate Issuer Solutions, LLC (the “[Depository and Paying Agent](#)”), and either deliver the certificates for your Shares to the Depository and Paying Agent along with the Letter of Transmittal or tender your Shares by book-entry transfer by following the procedures described in “The Tender Offer—Section 3. Procedures for Tendering Shares” of this Offer to Purchase, in each case prior to the expiration of the Offer; or (ii) if you hold your Shares in “street name,” request that your broker, dealer, commercial bank, trust company or other nominee effect the transaction for you. **If you hold Shares registered in the name of a broker, dealer, commercial bank, trust company or other nominee you must contact that institution in order to tender your Shares to us pursuant to the Offer.**

\* \* \*

Questions and requests for assistance may be directed to Alliance Advisors, LLC (the “[Information Agent](#)”) at its address and telephone number set forth on the back cover of this Offer to Purchase. Requests for additional copies of this Offer to Purchase, the Letter of Transmittal and other tender offer materials may be directed to the Information Agent. You may also contact your broker, dealer, commercial bank, trust company or other nominee for assistance.

This Offer to Purchase and the Letter of Transmittal contain important information, and you should read both carefully and in their entirety before making any decision with respect to the Offer.



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## SUMMARY TERM SHEET

XOMA Royalty Corporation, a Nevada corporation (“Purchaser”), is offering to purchase (the “Offer”) all outstanding shares of common stock, par value \$0.001 per share (“Shares”), of Turnstone Biologics Corp., a Delaware corporation (“Turnstone”), for a price per Share of (i) \$0.34 (the “Cash Amount”), payable subject to any applicable tax withholding and without interest, and (ii) on a non-transferable contractual contingent value right for each Share (“CVR”), which represents the right to receive potential payments, in cash, described in, and subject to and in accordance with the terms and conditions of, the CVR Agreement (as defined below), subject to any applicable tax withholding and without interest (such amount, the “CVR Amount,” and together with the Cash Amount, the “Offer Price”), all upon the terms and subject to the conditions described in this Offer to Purchase (together with any amendments or supplements hereto, this “Offer to Purchase”) and in the related Letter of Transmittal (together with any amendments or supplements thereto, the “Letter of Transmittal”). Subject to the terms of the Merger Agreement (as defined below) and the CVR Agreement, the Offer Price will be paid net of any applicable tax withholding and without interest.

The Offer is being made pursuant to the Agreement and Plan of Merger, dated as of June 26, 2025 (together with any amendments or supplements thereto, the “Merger Agreement”), among Turnstone, Purchaser and XRA 3 Corp., a Delaware corporation (“Merger Sub”), and a wholly owned subsidiary of Purchaser, pursuant to which, after the completion of the Offer and the satisfaction or waiver of certain conditions, Merger Sub will be merged with and into Turnstone, without a meeting or any further action of the Turnstone stockholders in accordance with Section 251(h) of the General Corporation Law of the State of Delaware (the “DGCL”), and Turnstone will be the surviving corporation and a wholly owned subsidiary of Purchaser (such corporation, the “Surviving Corporation” and such merger, the “Merger”). The time at which the Merger becomes effective is referred to as the “Effective Time” and the date upon which the Merger becomes effective is the “Closing Date.” Upon the terms and subject to the satisfaction or waiver of the conditions of the Offer and the Merger Agreement, including the Minimum Tender Condition (as defined below), Purchaser will accept for payment (the date and time of such acceptance, the “Offer Closing Time”) and thereafter pay for all Shares validly tendered and not properly withdrawn pursuant to the Offer promptly after the Expiration Date.

The following are some questions you, as a stockholder of Turnstone, may have, and answers to those questions. This Summary Term Sheet highlights selected information from this Offer to Purchase, and may not contain all of the information that is important to you and is qualified in its entirety by the more detailed descriptions and explanations contained in the Merger Agreement, the contingent value rights agreement, which is in substantially the form attached as Exhibit C to the Merger Agreement (the “CVR Agreement”), this Offer to Purchase and the related Letter of Transmittal. To better understand the Offer and for a complete description of the legal terms of the Offer, you should read the Merger Agreement, the CVR Agreement, this Offer to Purchase and the related Letter of Transmittal carefully and in their entirety. Questions or requests for assistance may be directed to Alliance Advisors, LLC (the “Information Agent”) at its address and telephone number, as set forth on the back cover of this Offer to Purchase. Unless otherwise indicated in this Offer to Purchase or the context otherwise requires, all references in this Offer to Purchase to “we,” “our,” or “us” refer to Purchaser and Merger Sub as the context requires.

### WHO IS OFFERING TO BUY MY SECURITIES?

- Purchaser is offering to buy your securities. Purchaser is XOMA Royalty Corporation, a Nevada corporation, with its principal offices located at 2200 Powell Street, Suite 310, Emeryville, California. See “The Tender Offer—Section 6. Certain Information Concerning Purchaser.”

### WHAT ARE THE CLASSES AND AMOUNTS OF SECURITIES SOUGHT IN THE OFFER?

- Purchaser is seeking to purchase all of the outstanding Shares of Turnstone. See the Introduction and “The Tender Offer—Section 1. Terms of the Offer.”

## HOW MUCH IS PURCHASER OFFERING TO PAY AND WHAT IS THE FORM OF PAYMENT?

- Purchaser is offering to pay a cash amount per share of \$0.34 (the “Cash Amount”), plus one non-transferable CVR for each Share, which represents the right to receive potential payments, in cash, contingent upon receipt of any CVR Proceeds, as described in the CVR Agreement, subject to any applicable tax withholding and without interest, upon the terms and subject to the conditions contained in this Offer to Purchase and in the related Letter of Transmittal. There is a risk that you may receive no payments under the CVRs. Therefore, the only consideration that you would receive in the Offer is the Cash Amount of \$0.34 per Share that is being offered pursuant to the Offer. You should base your tender decision on the Cash Amount of \$0.34 per Share as it may be the only consideration you receive in the Offer. See the Introduction and “The Tender Offer—Section 1. Terms of the Offer.”

You will only receive payments under the CVR Agreement upon the receipt of any CVR Proceeds. **In making a decision to tender your Shares in the Offer, you should understand that there can be no assurance that you will receive any payments under the CVR Agreement, and therefore, it is possible that the Offer Price may be equal to, and no greater than, the Cash Amount.**

## WILL I HAVE TO PAY ANY FEES OR COMMISSIONS?

- If your Shares are registered in your name and you tender your Shares, you will not be obligated to pay brokerage fees or commissions or similar expenses. If you hold your Shares through a broker, dealer, commercial bank, trust company or other nominee and your broker, dealer, commercial bank, trust company or other nominee tenders your Shares on your behalf, your broker, dealer, commercial bank, trust company or other nominee may charge a fee for doing so. You should consult your broker, dealer, commercial bank, trust company or other nominee to determine whether any charges will apply. See the Introduction and “The Tender Offer—Section 3. Procedures for Tendering Shares.”

## WHAT IS THE CVR AND HOW DOES IT WORK?

- At or prior to the Offer Closing Time, Purchaser, Merger Sub, the rights agent (the “Rights Agent”) and the representative of the holders of the CVRs (the “Representative”) will enter into the CVR Agreement, governing the terms of the CVRs. Each CVR will represent a contractual right to receive contingent cash payments equal to a pro rata share of: (i)(a) the net tax receivables from Canadian federal and territory/provincial tax authorities and/or Québec Scientific Research and Experimental Development (“SR&ED”) tax credit program as tax refunds up to \$850,000 (excluding the \$55,610 Québec SR&ED amount that has been scheduled on Schedule 1.01 of the Merger Agreement) and (b) the payments received from the landlord under the Sublease, dated November 16, 2022, between Turnstone and Medivis, Inc., as a return of security deposit up to \$260,000 ((a) and (b) together, the “Legacy Receivable Amount”), plus (ii) Net Cash Excess (as defined in the CVR Agreement), if any, and minus (iii) Net Cash Shortfall (as defined in the CVR Agreement), if any.
- We cannot predict whether any CVR Proceeds will be received or, if any CVR Proceeds are received, the amount or timing of any such receipt. In connection with the Offer, the offeror did not engage any independent valuation firm to conduct an analysis of the potential value of the CVR Proceeds or received any material non-public information assessing the value of the CVR Proceeds. **Accordingly, in making a decision to tender your Shares in the Offer, you should understand that there can be no assurance that there will be any payments under the CVR Agreement. You should also understand that, as discussed below, the offeror estimates that the amount that will be payable (on a pre-tax basis) under the CVRs will be approximately \$0.03 per CVR.**
- The CVR holders will have no greater rights against Purchaser under the CVR Agreement, than those of general unsecured creditors of Purchaser, including in the event of any bankruptcy. The CVRs would be effectively junior in right of payment to all of Purchaser’s secured obligations to the extent of the collateral securing such obligations, and the CVRs would be pari passu with all of Purchaser’s unsecured obligations, including trade payables, pursuant to the CVR Agreement, as applicable.

- It is currently anticipated that up to an aggregate of 23.1 million CVRs will be issued, representing CVRs to be issued as part of the consideration for each of the issued and outstanding Shares, as well as Shares underlying each Turnstone Restricted Stock Unit immediately prior to the Effective Time. For more information regarding the CVR Agreement, see “The Tender Offer—Section 7. Summary of the Merger Agreement and Certain Other Agreements.”

**IS IT POSSIBLE THAT NO PAYMENTS WILL BE PAYABLE TO THE HOLDERS OF CONTINGENT VALUE RIGHTS IN RESPECT OF SUCH CONTINGENT VALUE RIGHTS?**

- Yes. You will only receive payments with respect to your CVRs if CVR Proceeds are received between the Closing Date and the Expiration Date (as defined in the CVR Agreement). If no CVR Proceeds are received, you will receive only the Cash Amount for your Shares and no payments with respect to your CVRs.
- The offeror estimates that the amount that will be payable (on a pre-tax basis) under the CVRs will be approximately \$0.03 per CVR.
- In considering whether to tender your Shares in the Offer, you should consider that it is entirely possible that no cash will be distributed to the holders of the CVR under the terms of the CVR Agreement.

**For more information regarding the CVR Agreement, see “The Tender Offer—Section 7. Summary of the Merger Agreement and Certain Other Agreements.”**

**MAY I TRANSFER MY CONTINGENT VALUE RIGHTS?**

- The CVRs will not be transferable except: (i) upon death of the holder by will or intestacy; (ii) pursuant to a court order; (iii) by operation of law (including a consolidation or merger) or without consideration in connection with the dissolution, liquidation or termination of any corporation, limited liability company, partnership or other entity; (iv) in the case of CVRs held in book-entry or other similar nominee form, from a nominee to a beneficial owner and, if applicable, through an intermediary, to the extent allowable by the Depository Trust Company (“DTC”); or (v) that CVRs may be abandoned, as provided under Section 2.7 of the CVR Agreement. For more information regarding the CVR Agreement, see “The Tender Offer—Section 7. Summary of the Merger Agreement and Certain Other Agreements.”

**ARE THERE OTHER MATERIAL TERMS OF THE CONTINGENT VALUE RIGHTS?**

- In addition to the terms and conditions described above, the CVRs will not have any voting or dividend rights and will not represent any equity or ownership in Purchaser, any constituent corporation party to the Merger or any of its affiliates. No interest will accrue or become payable in respect of any of the amounts that may become payable on the CVRs. For more information regarding the CVR Agreement, see “The Tender Offer—Section 7. Summary of the Merger Agreement and Certain Other Agreements.”

**WHY IS PURCHASER MAKING THE OFFER?**

- Purchaser has undertaken to acquire control of, and the entire equity interest in, Turnstone because the acquisition would add to Purchaser’s cash balances. See “Special Factors—Section 2. Purpose of the Offer and Plans for Turnstone” and “The Tender Offer—Section 1. Terms of the Offer.”

**WHAT ARE THE MOST SIGNIFICANT CONDITIONS OF THE OFFER?**

- Pursuant to the Merger Agreement, Purchaser’s obligation to accept Shares tendered in the Offer is subject to the satisfaction or waiver of certain conditions. Purchaser will not be required to accept for payment or, subject to any applicable rules and regulations of the SEC, including Rule 14e-1(c) under the Securities Exchange Act of 1934, as amended (the “Exchange Act”) (relating to Purchaser’s obligation to pay for or

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return tendered Shares promptly after the termination or withdrawal of the Offer), pay for any Shares tendered pursuant to the Offer and, subject to the terms of the Merger Agreement, may delay the acceptance for payment of or payment for Shares or may terminate or amend the Offer, if:

- (a) prior to the Expiration Date, there shall not have been validly tendered (and not properly withdrawn) at least one Share more than 50% of the number of Shares that are then issued and outstanding as of the expiration of the Offer (the “Minimum Tender Condition”); or
- (b) any of the following conditions exist or shall have occurred and be continuing at the Expiration Date:
  - (i) there shall be any Legal Restraint (as defined in the Merger Agreement) in effect preventing or prohibiting the consummation of the Offer, the Merger or any of the other transactions contemplated by the Merger Agreement;
  - (ii) (A) any representation or warranty of Turnstone set forth in Article IV (other than those set forth in Section 4.01 of the Merger Agreement (Due Organization, Subsidiaries), Section 4.03 of the Merger Agreement (Authority; Execution and Delivery; Enforceability), Section 4.04 of the Merger Agreement (No Vote Required), Section 4.05(a) of the Merger Agreement (Non-Contravention), Section 4.06 of the Merger Agreement (Capitalization), Section 4.08(b) of the Merger Agreement (No Material Adverse Effect), Section 4.21 of the Merger Agreement (No Financial Advisors) and Section 4.27 (Opinion of Financial Advisors)) shall not be true and correct as of the Agreement Date and at and as of the Offer Closing Time as if made on and as of the Offer Closing Time, except to the extent such representation or warranty expressly relates to a specified date (in which case on and as of such specified date), other than for such failures to be true and correct that have not had or would not reasonably be expected to have, individually or in the aggregate, a Turnstone Material Adverse Effect (for purposes of determining the satisfaction of this condition, without regard to any qualifications or exceptions contained therein as to “materiality” or “Turnstone Material Adverse Effect”);  
(B) any representation or warranty of Turnstone set forth in Section 4.01 of the Merger Agreement (Due Organization, Subsidiaries), Section 4.03 of the Merger Agreement (Authority; Execution and Delivery; Enforceability), Section 4.04 of the Merger Agreement (No Vote Required), Section 4.05(a) of the Merger Agreement (Non-Contravention), Section 4.06(b), (d), (e) and (f) of the Merger Agreement (Capitalization), Section 4.21 of the Merger Agreement (No Financial Advisors) and Section 4.27 (Opinion of Financial Advisors), and the Closing Cash Schedule (as defined in the Merger Agreement) shall not be true and correct in all material respects as of the Agreement Date and at and as of the Offer Closing Time as if made on and as of the Offer Closing Time, except to the extent such representation or warranty expressly relates to a specified date (in which case on and as of such specified date);  
(C) any representation or warranty of Turnstone set forth in Sections 4.06(a) and (c) of the Merger Agreement (Capitalization) shall not be true and correct other than in de minimis respects at and as of such time, except to the extent such representation or warranty expressly relates to a specified date (in which case on and as of such specified date); and  
(D) any representation or warranty of Turnstone set forth in Section 4.08(b) of the Merger Agreement (No Material Adverse Effect) shall not be true and correct in all respects as of such time;
  - (iii) Turnstone shall have failed to perform in all material respects the obligations to be performed by it as of such time under the Merger Agreement, including without limitation Turnstone’s obligations under Section 6.01 of the Merger Agreement;
  - (iv) Purchaser shall have failed to receive from Turnstone a certificate, dated as of the date on which the Offer expires and signed by an executive officer of Turnstone, certifying to the effect that the Offer Conditions set forth in clauses (ii) and (iii) have been satisfied as of immediately prior to the expiration of the Offer;
  - (v) the Merger Agreement shall have been validly terminated in accordance with its terms (the “Termination Condition”); or

- (vi) the Closing Net Cash as finally determined pursuant to Section 2.01(c) of the Merger Agreement is less than \$2,000,000.

Purchaser reserves the right to waive certain of the conditions to the Offer in its sole discretion (including the minimum cash condition to the Offer described in the foregoing clause (b)(vi) above); provided that they may not waive the Minimum Tender Condition or the Termination Condition.

A more detailed discussion of the conditions to consummation of the Offer is contained in the Introduction, “The Tender Offer—Section 1. Terms of the Offer” and “The Tender Offer—Section 9. Conditions of the Offer.”

#### **IS THERE AN AGREEMENT GOVERNING THE OFFER?**

- Yes. Turnstone, Purchaser and Merger Sub have entered into the Merger Agreement. The Merger Agreement provides, among other things, for the terms and conditions of the Offer and, following consummation of the Offer, the Merger. See “The Tender Offer—Section 7. Summary of the Merger Agreement and Certain Other Agreements.”

#### **DOES PURCHASER HAVE FINANCIAL RESOURCES TO MAKE PAYMENTS IN THE OFFER AND, IF REQUIRED, IN RESPECT OF THE CVRS?**

- Yes. Purchaser has available cash balances to pay cash consideration for all Shares accepted for payment in the Offer. See “The Tender Offer—Section 8. Source and Amount of Funds.”

#### **SHOULD PURCHASER’S FINANCIAL CONDITION BE RELEVANT TO MY DECISION TO TENDER IN THE OFFER?**

- No, we do not believe our financial condition is relevant to your decision whether to tender your Shares and accept the Offer because: (i) the Offer is being made for all outstanding Shares solely for cash and CVRs; (ii) the Offer is not subject to any financing condition; and (iii) if we consummate the Offer, we will acquire all remaining Shares for the same price in the Merger. See “The Tender Offer—Section 8. Source and Amount of Funds.”

#### **HOW LONG DO I HAVE TO DECIDE WHETHER TO TENDER IN THE OFFER?**

- You will have until one minute after 11:59 p.m. Eastern Time on August 7, 2025, to tender your Shares in the Offer, unless Purchaser extends the Offer, in which event you will have until the Expiration Date of the Offer as so extended. See also “The Tender Offer—Section 1. Terms of the Offer.”

#### **CAN THE OFFER BE FURTHER EXTENDED, AND UNDER WHAT CIRCUMSTANCES?**

- Yes, the Offer can be extended. We have agreed in the Merger Agreement, subject to our rights to terminate the Merger Agreement in accordance with its terms, if on any then-scheduled expiration of the Offer the Minimum Tender Condition has not been satisfied or any Offer Condition (as defined in the Merger Agreement) has not been satisfied or waived by Purchaser (set forth in “The Tender Offer—Section 9. Conditions of the Offer”), Purchaser may, in its discretion, or at the request of Turnstone, Purchaser shall, extend the Offer (i) for periods of up to ten (10) business days per extension to permit such Offer Condition to be satisfied or (ii) for any period required by any rule, regulation, interpretation or position of the SEC or the staff thereof or the rules of The Nasdaq Stock Market LLC (“Nasdaq”) applicable to the Offer; provided, that, in no event shall Purchaser be permitted or required to extend the Offer beyond October 26, 2025 (the “Outside Date”).

#### HOW WILL I BE NOTIFIED IF THE OFFER IS FURTHER EXTENDED?

- If Purchaser further extends the Offer, we will inform Broadridge Corporate Issuer Solutions, LLC, the depositary and paying agent for this Offer (the “[Depository and Paying Agent](#)”), of that fact and will file with the SEC and disseminate to the holders of Shares, as and to the extent required by law, a supplement or amendment to this Offer to Purchase giving the new Expiration Date no later than 9:00 a.m. Eastern Time on the next business day after the day on which the Offer was previously scheduled to expire. See “The Tender Offer—Section 1. Terms of the Offer.”

#### HOW DO I TENDER MY SHARES?

- If you hold your Shares directly as the registered owner, you can: (i) tender your Shares in the Offer by delivering the certificates representing your Shares, together with a completed Letter of Transmittal and any other documents required by the Letter of Transmittal, to the Depository and Paying Agent; or (ii) tender your Shares by following the procedure for book-entry set forth in “The Tender Offer—Section 3. Procedures for Tendering Shares,” not later than the expiration of the Offer. See “The Tender Offer—Section 3. Procedures for Tendering Shares.”
- If you hold your Shares in street name (*i.e.*, through a broker, dealer, commercial bank, trust company or other nominee), you must contact the institution that holds your Shares and give instructions that your Shares be tendered. You should contact the institution that holds your Shares for more details.
- In all cases, payment for tendered Shares will be made only after timely receipt by the Depository and Paying Agent of certificates for such Shares and a properly completed and duly executed Letter of Transmittal and any other required documents for such Shares (or of a confirmation of a book-entry transfer of such Shares as described in “The Tender Offer—Section 3. Procedures for Tendering Shares”). See also “The Tender Offer—Section 2. Acceptance for Payment and Payment for Shares.”

#### UNTIL WHAT TIME CAN I WITHDRAW PREVIOUSLY TENDERED SHARES?

- You may withdraw previously tendered Shares any time prior to one minute after 11:59 p.m. Eastern Time on August 7, 2025, unless Purchaser extends the Offer. See “The Tender Offer—Section 4. Withdrawal Rights.”
- In addition, pursuant to Section 14(d)(5) of the Exchange Act, Shares may be withdrawn at any time after September 9, 2025, which is the 60th day after the date of the commencement of the Offer, unless such Shares have already been accepted for payment by Purchaser pursuant to the Offer.

#### HOW DO I WITHDRAW PREVIOUSLY TENDERED SHARES?

- To withdraw previously tendered Shares, you must deliver a written notice of withdrawal with the required information to the Depository and Paying Agent while you still have the right to withdraw. If you tendered Shares by giving instructions to a broker, dealer, commercial bank, trust company or other nominee, you must instruct the broker, dealer, commercial bank, trust company or other nominee to arrange for the withdrawal of your Shares. See “The Tender Offer—Section 4. Withdrawal Rights.”

#### WHAT DOES TURNSTONE’S BOARD OF DIRECTORS THINK OF THE OFFER?

- After careful consideration, the members of Turnstone’s board of directors (the “[Turnstone Board](#)”) have unanimously recommended that you accept the Offer. Turnstone’s full statement on the Offer is set forth in its Solicitation/Recommendation Statement on Schedule 14D-9, which it has filed with the SEC on the date hereof. See also the “[Introduction](#)” below.

**WILL THE TENDER OFFER BE FOLLOWED BY A MERGER IF ALL THE SHARES ARE NOT TENDERED?**

- If we accept Shares for payment pursuant to the Offer, then the Minimum Tender Condition will have been satisfied and we will hold a sufficient number of Shares to effect the Merger without a vote by Turnstone stockholders under the General Corporation Law of the State of Delaware (the “DGCL”). If the Merger occurs, then Turnstone will become a wholly owned subsidiary of Purchaser and each issued and then outstanding Share, other than Shares held in the treasury by Turnstone, or held by any stockholders or owned by any beneficial owners of capital stock of Turnstone who are entitled to and who properly exercise appraisal rights under Delaware law, will be converted into the right to receive the Offer Price, without interest and subject to any applicable tax withholding. For more information, see the “Introduction” below.
- Because the Merger will be governed by Section 251(h) of the DGCL, no stockholder vote will be required to consummate the Merger. As required by Section 251(h) of the DGCL, the Merger Agreement provides that the Merger shall be effected as soon as practicable following the time Purchaser first irrevocably accepts for purchase the Shares tendered in the Offer (the “Offer Closing Time”). See “Special Factors—Section 2. Purpose of the Offer and Plans for Turnstone” and “The Tender Offer—Section 7. Summary of the Merger Agreement and Certain Other Agreements.”

**IF THE OFFER IS COMPLETED, WILL TURNSTONE CONTINUE AS A PUBLIC COMPANY?**

- No. Immediately following the Offer Closing Time and satisfaction or waiver (to the extent permitted by applicable law) of the conditions to the Merger, we expect to complete the Merger pursuant to applicable provisions of the DGCL, after which the Surviving Corporation will be a wholly owned subsidiary of Purchaser, the Shares will be delisted from Nasdaq, Turnstone’s obligations to file periodic reports under the Exchange Act will be suspended and Turnstone will be privately held. See “Special Factors—Section 4. Possible Effects of the Offer on the Market for the Shares; Nasdaq Listing; Exchange Act Registration and Margin Regulations.”

**IF I DECIDE NOT TO TENDER, HOW WILL THE OFFER AFFECT MY SHARES?**

- If you decide not to tender your Shares in the Offer and the Merger occurs as described above, you will receive in the Merger the right to receive the Offer Price as if you had tendered your Shares in the Offer.
- If you decide not to tender your Shares in the Offer and the Merger does not occur, you will remain a stockholder of Turnstone. Subject to limited conditions, if we purchase Shares in the Offer, we are obligated under the Merger Agreement to cause the Merger to occur. See “Special Factors—Section 4. Possible Effects of the Offer on the Market for the Shares; Nasdaq Listing; Exchange Act Registration and Margin Regulations.”
- Following the Offer Closing Time, the Shares may no longer constitute “margin securities” for purposes of the margin regulations of the Federal Reserve Board, in which case your Shares may no longer be used as collateral for loans made by brokers. See “Special Factors—Section 4. Possible Effects of the Offer on the Market for the Shares; Nasdaq Listing; Exchange Act Registration and Margin Regulations.”

**WHAT IS THE MARKET VALUE OF MY SHARES AS OF A RECENT DATE?**

- On July 10, 2025, the last full trading day prior to the date of this Offer to Purchase, the last reported closing price per Share reported on Nasdaq was \$0.37. See “Special Factors—Section 3. Price Range of Shares; Dividends.”

**IF I ACCEPT THE OFFER, WHEN AND HOW WILL I GET PAID?**

- If the conditions to the Offer as set forth in the Introduction and “The Tender Offer—Section 9. Conditions of the Offer” are satisfied or waived and Purchaser consummates the Offer and accepts your Shares for payment, we will pay you a dollar amount in cash equal to the number of Shares you tendered multiplied by the Cash Amount, plus one CVR for each Share, in each case, without interest and subject to any applicable



tax withholding, promptly following the time at which Purchaser accepts for payment Shares tendered in the Offer (and in any event within three business days). See “The Tender Offer—Section 1. Terms of the Offer” and “The Tender Offer—Section 2. Acceptance for Payment and Payment for Shares.”

- We will pay to the holders of CVRs the applicable CVR Proceeds, if any, within 30 days following (a) with respect to Net Cash Excess, if any, the final determination of such Net Cash Excess amount and (b) with respect to Legacy Receivable Amount, if any, the receipt of any amount of the Legacy Receivable Amount; provided that, if the Legacy Receivable Amount is received prior to the Closing Date, we will pay to the holders of CVRs the applicable CVR Proceeds for such Legacy Receivable Amount within 30 days following the Closing Date.
- For more information regarding the CVR Agreement, see “The Tender Offer—Section 7. Summary of the Merger Agreement and Certain Other Agreements.”

**IF I AM AN EMPLOYEE OF TURNSTONE, HOW WILL MY OUTSTANDING EQUITY AWARDS BE TREATED IN THE OFFER AND THE MERGER?**

- As of immediately prior to the Effective Time, by virtue of the Merger and without any action on the part of the holders of Shares, each Turnstone Stock Option that is then outstanding will be cancelled and terminated without consideration. As of immediately prior to the Offer Closing Time, each Turnstone Restricted Stock Unit that is then outstanding but not then vested will become immediately vested in full. At the Effective Time, each Turnstone Restricted Stock Unit that is then outstanding will be cancelled and the holder thereof will be entitled to receive (i) an amount in cash, without interest and subject to applicable tax withholding equal to the Cash Amount and (ii) one CVR.

**WHAT ARE THE PRINCIPAL U.S. FEDERAL INCOME TAX CONSEQUENCES OF TENDERING MY SHARES IN THE OFFER OR HAVING MY SHARES EXCHANGED FOR THE OFFER PRICE PURSUANT TO THE MERGER?**

- The receipt of cash and CVRs in exchange for Shares pursuant to the Offer or the Merger will generally be treated for U.S. federal income tax purposes as consideration received in a sale or exchange of the Shares that you exchange in the Offer or the Merger. The amount of income, gain or loss a holder recognizes, and the timing and character of such income, gain or loss will depend on the U.S. federal income tax treatment of the CVRs, with respect to which there is uncertainty. We intend to treat the receipt of the CVRs as part of a “closed transaction” for U.S. federal income tax purposes and to treat payments received pursuant to the CVRs as amounts realized on the disposition (or partial disposition) of the CVRs. Assuming such treatment is respected by the Internal Revenue Service (“IRS”), a U.S. Holder (as defined below in “Special Factors—Section 5. Certain U.S. Federal Income Tax Consequences of the Offer and the Merger”) is expected (except to the extent any portion of such payment is required to be treated as imputed interest as defined below in “Special Factors—Section 5. Certain U.S. Federal Income Tax Consequences of the Offer and the Merger”) to recognize gain or loss equal to the difference, if any, between: (i) the sum of the Cash Amount received plus the fair market value (determined as of the closing of the Offer or the Effective Time, as the case may be) of any CVRs received; and (ii) the U.S. Holder’s adjusted tax basis in the Shares sold or exchanged. We urge you to consult your own tax advisor as to the particular tax consequences to you of the Offer and the Merger (including the application and effect of any state, local or non-U.S. income and other tax laws). See “Special Factors—Section 5. Certain U.S. Federal Income Tax Consequences of the Offer and the Merger” for a more detailed discussion of certain U.S. federal income tax consequences of the Offer and the Merger.

**The U.S. federal, state, local and non-U.S. income and other tax consequences to holders or beneficial owners of Turnstone Stock Options or Turnstone Restricted Stock Units participating in the Merger with respect to such Turnstone Stock Options or Turnstone Restricted Stock Units are not discussed herein, and such holders or beneficial owners of Turnstone Stock Options or Turnstone Restricted Stock Units are strongly encouraged to consult with their own tax advisors regarding such tax consequences. We urge you to consult with your own tax advisor as to the particular tax consequences to you of the Offer and the Merger.**

#### WILL I HAVE THE RIGHT TO HAVE MY SHARES APPRAISED?

- No appraisal rights are available to the holders of Shares in connection with the Offer, and holders and beneficial owners who tender their Shares in the Offer will not have appraisal rights in connection with the Merger. However, if Purchaser purchases Shares in the Offer and the Merger is consummated, holders and beneficial owners of Shares outstanding as of immediately prior to the Effective Time who: (i) did not tender their Shares in the Offer (or, if tendered, validly and subsequently withdrew such Shares prior to the time Purchaser accepts properly tendered Shares for purchase); (ii) otherwise comply with the applicable procedures under Section 262 of the DGCL; and (iii) do not thereafter withdraw their demand for appraisal of such Shares or otherwise lose their appraisal rights, in each case in accordance with the DGCL, will be entitled to demand appraisal of their Shares and receive in lieu of the consideration payable in the Merger a cash payment equal to the “fair value” of their Shares, as determined by the Delaware Court of Chancery, in accordance with Section 262 of the DGCL plus interest, if any, on the amount determined to be the fair value, if certain conditions are met.
- The “fair value” of the Shares as determined by the Delaware Court of Chancery could be based upon considerations other than, or in addition to, the price paid in the Offer and the Merger and the market value of such Shares. Holders and beneficial owners should recognize that the value determined in an appraisal proceeding of the Delaware Court of Chancery could be higher or lower than, or the same as, the Offer Price and that an investment banking opinion as to the fairness, from a financial point of view, of the consideration payable in a sale transaction, such as the Offer and the Merger, is not an opinion as to, and does not otherwise address, fair value under the DGCL. Moreover, Purchaser and Turnstone may argue in an appraisal proceeding that, for purposes of such proceeding, the “fair value” of such Shares is less than the Offer Price.
- **Any person who desires to exercise his, her or its appraisal rights should review carefully Section 262 of the DGCL and is urged to consult his, her or its legal advisor before electing or attempting to exercise such rights.**
- The foregoing summary of appraisal rights under the DGCL does not purport to be a statement of the procedures to be followed by persons desiring to exercise any appraisal rights under Delaware law. The preservation and exercise of appraisal rights require strict and timely adherence to the applicable provisions of Delaware law, which are contained in Section 262 of the DGCL and will be further summarized in a notice of the availability of appraisal rights to be sent by Turnstone. The foregoing discussion is not a complete statement of law pertaining to appraisal rights under Delaware law and is qualified in its entirety by reference to Delaware law, including without limitation, Section 262 of the DGCL, a copy of which may be accessed without subscription or cost at the following publicly available website: <https://delcode.delaware.gov/title8/c001/sc09/index.html#262>. For more information regarding appraisal rights, see “The Tender Offer—Section 11. Certain Legal Matters; Regulatory Approvals.”
- If you tender your Shares in the Offer, you will not be entitled to exercise appraisal rights with respect to your Shares but, instead, subject to the conditions to the Offer, you will receive the Offer Price for your Shares.

#### WITH WHOM MAY I TALK IF I HAVE QUESTIONS ABOUT THE OFFER?

- You can call Alliance Advisors, LLC, the Information Agent, toll-free at 1-855-206-0801 or email them at [tsbx@allianceadvisors.com](mailto:tsbx@allianceadvisors.com). See the back cover of this Offer to Purchase.

**To All Holders of Shares of  
Turnstone Biologics Corp.**

**INTRODUCTION**

Purchaser is making the Offer to acquire all outstanding Shares of Turnstone for a price per share of \$0.34, plus one non-transferable CVR for each Share, which represents the right to receive potential cash payments, contingent upon receipt of CVR Proceeds, as described in the CVR Agreement, all upon the terms and subject to the conditions described in this Offer to Purchase and in the related Letter of Transmittal. Subject to the terms of the Merger Agreement and the CVR Agreement, the Offer Price will be paid net of any applicable tax withholding and without interest. The Offer is being made pursuant to the Merger Agreement among Turnstone, Purchaser and Merger Sub, pursuant to which, after the completion of the Offer and the satisfaction or waiver of certain conditions, Merger Sub will be merged with and into Turnstone, without a meeting or any further action of the Turnstone stockholders in accordance with Section 251(h) of the DGCL, assuming the conditions set forth in Section 251(h) of the DGCL are met, and Turnstone will be the Surviving Corporation and a wholly owned subsidiary of Purchaser. Upon the terms and subject to the satisfaction or waiver of the conditions of the Offer and the Merger Agreement, including the satisfaction of the Minimum Tender Condition, Purchaser will accept for payment and thereafter pay for all Shares validly tendered and not properly withdrawn pursuant to the Offer at the Offer Closing Time.

**As noted in the Summary Term Sheet, there is a risk that you may receive no payments under the CVRs. Therefore, in making a decision to tender your Shares, you should understand that if the CVR does not generate any payments, the only consideration that you would receive in the Offer is the Cash Amount of \$0.34 that is being offered pursuant to the Offer. You should base your tender decision on the Cash Amount of \$0.34 as it may be the only consideration you receive in the Offer. On July 10, 2025, the last full trading day prior to the date of this Offer to Purchase, the closing price of Turnstone's common stock as reported on Nasdaq was \$0.37 per Share.**

If your Shares are registered in your name and you tender directly to the Depositary and Paying Agent, you will not be obligated to pay brokerage fees or commissions or, except as otherwise provided in Instruction 6 of the Letter of Transmittal, transfer taxes on the purchase of Shares by Purchaser pursuant to the Offer. If you hold your Shares through a broker, dealer, commercial bank, trust company or other nominee you should check with such institution as to whether they charge any service fees or commissions.

We will pay all charges and expenses of the Depositary and Paying Agent and the Information Agent.

**Purchaser shall not be required to accept for payment or, subject to any applicable rules and regulations of the SEC, including Rule 14e-1(c) under the Exchange Act (relating to Purchaser's obligation to pay for or return tendered Shares promptly after the termination or withdrawal of the Offer), to pay for any Shares tendered pursuant to the Offer and, subject to the terms of the Merger Agreement, may delay the acceptance for payment of or payment for Shares or may terminate or amend the Offer, if:**

- (i) prior to the Expiration Date, the Minimum Tender Condition shall have not been satisfied; or
- (ii) any of the conditions set forth in "The Tender Offer—Section 9. Conditions of the Offer" shall exist or shall have occurred and be continuing at the Expiration Date of the Offer.

**Purchaser reserves the right to waive certain of the conditions to the Offer in its sole discretion; provided that it may not waive the Minimum Tender Condition or the Termination Condition. See "The Tender Offer—Section 9. Conditions of the Offer."**

Pursuant to the terms of the Merger Agreement, the Offer and withdrawal rights will expire one minute after 11:59 p.m. Eastern Time on August 7, 2025 (the “Expiration Date”). See “The Tender Offer—Section 1. Terms of the Offer,” “The Tender Offer—Section 9. Conditions of the Offer” and “The Tender Offer—Section 11. Certain Legal Matters; Regulatory Approvals.”

After careful consideration, the members of the Turnstone Board unanimously: (i) determined that the terms of Offer, the Merger and the other Transactions are fair to, and in the best interests of, Turnstone and Turnstone’s stockholders, (ii) approved and declared advisable the Merger and the execution, delivery and performance by Turnstone of the Merger Agreement and the consummation of the Transactions and (iii) recommended that Turnstone’s stockholders accept the Offer and tender their Shares pursuant to the Offer. In addition, all disinterested and independent members of the Turnstone Board unanimously resolved that the Merger Agreement and the Merger shall be governed by and effected under Section 251(h) of the DGCL and be consummated as soon as practicable following the time at which Purchaser first irrevocably accepts for purchase the Shares tendered in the Offer.

For reasons considered by the Turnstone Board, see Turnstone’s Solicitation/Recommendation Statement on Schedule 14D-9 (the “[Schedule 14D-9](#)”) filed with the SEC on the date hereof in connection with the Offer, a copy of which (without certain exhibits) is being furnished to stockholders concurrently herewith.

The Offer is being made in connection with the Merger Agreement, pursuant to which, after the completion of the Offer and the satisfaction or waiver of certain conditions, the Merger will be effected. The Merger shall become effective when a certificate of merger is filed with the Secretary of State of the State of Delaware (or at such subsequent date and time as may be agreed by Purchaser, Turnstone and Merger Sub and specified in the certificate of merger).

Pursuant to the terms of the Merger Agreement, as of immediately prior to the Effective Time, by virtue of the Merger and without any action on the part of the holders of Shares, each Share, other than Shares (A) owned by Turnstone immediately prior to the Effective Time, (B) owned by Purchaser, Merger Sub or any other subsidiary of Purchaser immediately prior to the Effective Time; (C) irrevocably accepted for purchase in the Offer or (D) held by any stockholders or owned by any beneficial owners of capital stock of Turnstone who are entitled to and who properly exercise appraisal rights under Delaware law, will be converted into the right to receive the Offer Price, without interest and subject to any applicable tax withholding. At the Effective Time, each Turnstone Stock Option that is then outstanding will be cancelled and terminated without consideration. As of immediately prior to the Offer Closing Time, each Turnstone Restricted Stock Unit that is then outstanding but not then vested will become immediately vested in full. At the Effective Time, each Turnstone Restricted Stock Unit that is then outstanding will be cancelled and the holder of such cancelled Turnstone Restricted Stock Unit will be entitled to receive (i) an amount in cash, without interest and subject to applicable tax withholding equal to the Cash Amount and (ii) one CVR.

The Merger Agreement is more fully described in “The Tender Offer—Section 7. Summary of the Merger Agreement and Certain Other Agreements,” which also contains a discussion of the treatment of Turnstone Restricted Stock Units and Turnstone Stock Options in the Merger. “Special Factors—Section 5. Certain U.S. Federal Income Tax Consequences of the Offer and the Merger” below describes certain U.S. federal income tax consequences generally applicable to Holders (as defined below) whose Shares are tendered and accepted for purchase pursuant to the Offer or whose Shares are exchanged in the Merger.

Because the Merger will be consummated in accordance with Section 251(h) of the DGCL, approval of the Merger will not require a vote of Turnstone’s stockholders. Section 251(h) of the DGCL provides that stockholder approval of a merger is not required if certain requirements are met, including that: (i) the acquiring company consummates a tender offer for any and all of the outstanding stock of Turnstone that, absent Section 251(h) of the DGCL, would be entitled to vote on the merger; (ii) following the consummation of such tender offer, the stock irrevocably accepted for purchase pursuant to such offer and received by the depository

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prior to expiration of such offer, together with the stock otherwise owned by the consummating corporation or its affiliates and any “rollover stock” (as defined in Section 251(h) of the DGCL), equals at least such percentage of the stock of Turnstone to be acquired that, absent Section 251(h) of the DGCL, would be required to adopt the Merger Agreement; and (iii) each outstanding share (other than “excluded stock” (as defined in Section 251(h) of the DGCL)) of the company that is subject of and not irrevocably accepted for purchase in such offer is converted in such merger into the right to receive the same amount and kind of cash, property, rights or securities paid for such shares pursuant to such offer. If the Minimum Tender Condition is satisfied and we accept Shares for payment pursuant to the Offer, we will hold a sufficient number of Shares to ensure that Turnstone will not be required to submit the adoption of the Merger Agreement to a vote of its stockholders. As a result of the Merger, Turnstone will cease to be a publicly traded company and will become a wholly owned subsidiary of Purchaser. See “Special Factors—Section 2. Purpose of the Offer and Plans for Turnstone.”

**The Merger Agreement, the CVR Agreement, this Offer to Purchase and the related Letter of Transmittal contain important information and should be read carefully and in their entirety before any decision is made with respect to the Offer.**

## SPECIAL FACTORS

### 1. BACKGROUND OF THE OFFER; CONTACTS WITH TURNSTONE.

**Background of the Offer and the Merger; Past Contacts or Negotiations between Purchaser, Merger Sub and Turnstone** The following is a description of contacts between representatives of Purchaser and Merger Sub with representatives of Turnstone that resulted in the execution of the Merger Agreement and the agreements related to the Offer. For a review of Turnstone's activities relating to these contacts, please refer to the Schedule 14D-9 being provided to stockholders with this Offer to Purchase.

#### **Background of the Offer and the Merger.**

On April 11, 2025, Purchaser was informed of the strategic opportunity to acquire Turnstone by Leerink Partners LLC ("**Leerink**"), as financial advisor to Turnstone. From April 11, 2025 to April 13, 2025, Purchaser and Leerink engaged in preliminary discussions regarding a potential transaction.

On April 16, 2025, Purchaser was informed by Leerink that Turnstone was interested in directly discussing a potential transaction. Later on the same date, Purchaser and Turnstone executed a confidentiality agreement (which included customary "standstill" provisions that would expire on April 16, 2026 and which did not contain a "don't ask / don't waive" provision).

On April 18, 2025, Purchaser and Turnstone held an introductory call to discuss a potential acquisition.

On April 28, 2025, Purchaser submitted an initial non-binding proposal to acquire 100% of the equity of Turnstone with two potential structures: (i) an all-cash structure for a cash price of approximately \$8.5 million, representing a 8% premium over Turnstone's most recent closing price, plus a contingent value right representing the right to receive 85% of the near terms proceeds from the sale of any of Turnstone's legacy products, or (ii) a stock-for-stock transaction where Purchaser would issue \$9.25 million of shares of Purchaser's common stock to Turnstone's stockholders, to be followed by a modified Dutch auction tender offer for Purchaser to buy back such shares from Turnstone's stockholders.

On May 12, 2025, Purchaser and Turnstone held an initial diligence call wherein Turnstone's management provided an overview of Turnstone's efforts to wind-down its operations.

On May 14, 2025, Purchaser submitted a revised non-binding proposal to acquire 100% of the equity of Turnstone for a cash price of approximately \$8.252 million, or \$0.36 per share, representing a 5% premium over Turnstone's most recent closing price, plus a contingent value right representing the right to receive 90% of the near terms proceeds from the sale of any of Turnstone's legacy products, subject to diligence and based on Turnstone's preliminary net cash calculation.

On May 21, 2025, Purchaser spoke with Leerink to discuss Turnstone's preparation of the net cash schedule, Turnstone's efforts to wind-down its operations and the overall timing of the potential transaction between Purchaser and Turnstone.

On May 27, 2025, the Chief Executive Officer of Purchaser contacted a representative of Leerink Partners and revised Purchaser's offer to Turnstone's net cash minus \$2.0 million.

On May 28, 2025, Purchaser spoke with Leerink to discuss updates on certain tax credits to be received by Turnstone post-closing, as well as Turnstone's efforts to wind-down its obligations under certain operating leases.

On June 4, 2025, Purchaser and Turnstone held a supplemental diligence call to discuss further refinement of its net cash schedule, any remaining liabilities of Turnstone and severance obligations associated with Turnstone's winding-down efforts.

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On June 6, 2025, Leerink provided certain representatives of Gibson Dunn & Crutcher LLP ("Gibson Dunn"), counsel to Purchaser, with access to Turnstone's electronic data room and Purchaser and its advisors began conducting confirmatory due diligence.

On June 11, 2025, Purchaser submitted to Turnstone a final bid letter, which was subsequently accepted and counter-signed by Turnstone.

On June 12, 2025, members of Turnstone management, certain representatives of Cooley LLP ("Cooley"), counsel to Turnstone, Leerink, Purchaser and certain representatives of Gibson Dunn conducted a call to discuss the potential acquisition of Turnstone by Purchaser as well as due diligence matters such as, among others, the status of (i) Turnstone's efforts to wind-down its operations and other sources of liabilities such as operating leases, and (ii) a potential sale of certain intellectual property rights and related assets to H. LEE Moffitt Cancer Center and Research Institute, Inc. ("Moffitt" and such asset sale, the "Moffitt Asset Sale").

On June 14, 2025, Gibson Dunn sent an initial draft of the merger agreement to Cooley, which contemplated, among other things: (i) a two-step tender offer/merger structure pursuant to Section 251(h) of the DGCL; (ii) a contingent value right to receive potential payments in accordance with a CVR agreement; (iii) certain stockholders of Turnstone entering into tender and support agreements with Purchaser and Merger Sub; and (iv) a minimum cash condition. This initial draft merger agreement did not specify the cash price per share.

On June 17, 2025, Purchaser spoke with Leerink to discuss the overall timing of the potential transaction between Purchaser and Turnstone. Later on the same date, Cooley sent a revised draft of the merger agreement to Gibson Dunn, which reflected certain changes, including, among others, (i) expansion of the "Company Material Adverse Effect" definition, (ii) deletion of the "Estimated Costs Post-Merger Closing" definition, (iii) revisions to the scope of wind-down to include winding down Turnstone's research and development activities and any termination of Turnstone's employees or ongoing contractual obligations, and (iv) deletion of the minimum closing net cash as one of the offer conditions.

On June 18, 2025, Leerink sent a draft of the net cash schedule, which would ultimately be attached as Schedule I to the merger agreement (the "June 18 Net Cash Schedule").

On June 19, 2025, Leerink provided a calculation of the offer price of \$0.35 per share, which was based on the calculations provided in the June 18 Net Cash Schedule.

Also on that date, Gibson Dunn sent a revised draft of the merger agreement to Cooley, which reflected certain changes, including, among other things, (i) reinserting the "Estimated Costs Post-Merger Closing" definition, (ii) proposing a \$2.0 million minimum cash condition; (iii) including a termination fee of \$500,000 payable by Turnstone to Purchaser in certain circumstances and up to \$500,000 in expense reimbursement fees in connection with a termination; and (iv) adding a closing condition to the merger that Moffitt shall provide written confirmation that certain closing conditions under the asset purchase agreement for the Moffitt Asset Sale had been satisfied.

On June 20, 2025, Gibson Dunn provided Cooley an initial draft of the CVR agreement, which provided for, among other things, the right to receive up to \$800,000 as a result of a Canadian tax credit to be received by Turnstone post-closing (defined as "Legacy Receivable Amount" in the CVR agreement). On the same date, Gibson Dunn sent an initial draft of the form of the tender and support agreement to Cooley.

On the same date, Cooley agreed to add the satisfaction of all closing conditions (other than one requirement) under the asset purchase agreement for the Moffitt Asset Sale as one of the closing conditions in the merger agreement and proposed certain other changes, including, among other things, (i) revisions to the "Estimated Costs Post-Merger Closing" definition to limit any settlement costs pursuant to any stockholder litigations would not exceed a certain amount, and (ii) reducing the termination fee to \$350,000 and the expense reimbursement cap to \$350,000. Cooley sent a further revised draft of the merger agreement to Gibson Dunn reflecting those changes.

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On June 23, 2025, Cooley returned a revised draft of the CVR agreement to Gibson Dunn, which reflected certain changes, including, among others, supplementing the definition of “Legacy Receivable Amount” with (i) a certain security deposit to be returned under a lease, (ii) potential state tax refunds, and (iii) other unanticipated capital retained or returned to Turnstone from the termination of existing contracts or other sources post-closing. Later on the same date, Gibson Dunn sent a revised draft of the merger agreement to Cooley.

On June 24, 2025, representatives of Purchaser, Gibson Dunn, Turnstone, Cooley and Leerink met to discuss whether to add certain receivable amounts in the net cash schedule or to distribute such amounts to Turnstone’s stockholders post-closing under the CVR agreement. The parties reached an agreement on the treatment of these items on the call. Later that date, Leerink circulated a revised and proposed final draft of the net cash schedule, which was subsequently confirmed by all parties (the “June 24 Net Cash Schedule”).

On June 25, 2025, Leerink provided a proposed final calculation of the offer price of \$0.34 per share, which was based on the numbers provided in the June 24 Net Cash Schedule.

Also on June 25, 2025, Gibson Dunn sent a proposed final draft of the CVR agreement to Cooley, which, consistent with the agreement reached by all parties on the June 24 call, clarified that the “Legacy Receivable Amount” should only consist of: (i) a certain amount of Canadian tax credit and (ii) a certain security deposit to be returned under a lease. The parties subsequently signed off on this proposed final draft of the CVR agreement and the Net Cash Schedule.

On June 26, 2025, Purchaser, Merger Sub and Turnstone executed the Merger Agreement, which included as an exhibit the form of the CVR Agreement, and contemporaneously therewith, the tender and support agreements were executed and delivered by the parties thereto.

Before the opening of trading of the U.S. stock markets on June 27, 2025, each of Turnstone and Purchaser issued a press release announcing the execution of the Merger Agreement and the forthcoming commencement of a tender offer by the Purchaser to acquire all of the outstanding Shares at the Offer Price.

On July 11, 2025, Purchaser filed this Schedule TO commencing the Offer.

## **2. PURPOSE OF THE OFFER AND PLANS FOR TURNSTONE.**

**Purpose of the Offer.** The purpose of the Offer and the Merger is for Purchaser to acquire control of, and the entire equity interest in, Turnstone. Pursuant to the Merger, Purchaser will acquire all of the stock of Turnstone not purchased pursuant to the Offer or otherwise.

Stockholders of Turnstone who sell their Shares in the Offer will cease to have any equity interest in Turnstone or any right to participate in its earnings and future growth.

**Merger Without a Stockholder Vote.** If the Offer is consummated, we do not anticipate seeking the approval of Turnstone’s remaining public stockholders before effecting the Merger. Section 251(h) of the DGCL provides that following consummation of a successful tender offer for a public corporation, and subject to certain statutory provisions, if the acquiring corporation owns at least the amount of shares of the target corporation and of each class or series of stock of the target corporation that would otherwise be required to adopt a merger agreement for the target corporation, and the other stockholders receive the same consideration for their stock in the merger as was payable in the tender offer, the acquiring corporation can effect a merger without the action of the other stockholders of the target corporation. Accordingly, if we consummate the Offer, we intend to effect the closing of the Merger without a vote of the stockholders of Turnstone in accordance with Section 251(h) of the DGCL, upon the terms and subject to the satisfaction or waiver of the conditions to the Merger, as soon as practicable after the consummation of the Offer. Accordingly, we do not expect there to be a significant period of time between the consummation of the Offer and the consummation of the Merger.



**Plans for Turnstone.** Immediately following the Effective Time, the certificate of incorporation of the Surviving Corporation will be amended and restated in its entirety pursuant to the terms of the Merger Agreement. As of the Effective Time, the bylaws of the Surviving Corporation will be amended and restated to conform to the bylaws of Merger Sub as in effect immediately prior to the Effective Time, except that references to the name of Merger Sub will be replaced by references to the name of the Surviving Corporation. Merger Sub’s directors immediately prior to the Effective Time will be the initial directors of the Surviving Corporation, and the officers of the Surviving Corporation shall be the respective individuals who served as the officers of Merger Sub as of immediately prior to the Effective Time, in each case, until the earlier of their resignation or removal or until their respective successors are duly elected and qualified, as the case may be. Turnstone will request each director of Turnstone immediately prior to the Effective Time to execute and deliver a letter effectuating his or her resignation as a member of the Turnstone Board. See “The Tender Offer—Section 7. Summary of the Merger Agreement and Certain Other Agreements—Governance of the Surviving Corporation.”

At the Effective Time, Merger Sub will be merged with and into Turnstone, the separate existence of Merger Sub will cease, and Turnstone will continue as the Surviving Corporation in the Merger and a wholly owned subsidiary of Purchaser. The common stock of Turnstone will be delisted and will no longer be quoted on Nasdaq. Turnstone’s obligation to file periodic reports under the Exchange Act will be suspended and Turnstone will be privately held.

Except as disclosed in this Offer to Purchase, Purchaser does not have any present plan or proposal that would result in the acquisition by any person of additional securities of Turnstone, the disposition of securities of Turnstone, an extraordinary corporate transaction, such as a merger, reorganization or liquidation, involving Turnstone or any of its subsidiaries or the purchase, sale or transfer of a material amount of assets of Turnstone or any of its subsidiaries.

### 3. PRICE RANGE OF SHARES; DIVIDENDS.

According to Turnstone’s Quarterly Report on Form 10-Q for the three months ended March 31, 2025, the Shares are traded on Nasdaq under the symbol “TSBX.” Turnstone has advised Purchaser that, as of the close of business on July 10, 2025, there were: (i) 23,140,691 Shares issued and outstanding, (ii) 1,856,251 Shares subject to outstanding Turnstone Stock Options and (iii) 1,135 Shares subject to outstanding Turnstone Restricted Stock Units. The following table sets forth, for the fiscal quarters indicated, the high and low sales prices per Share on Nasdaq with respect to the period from July 21, 2023 (the date Turnstone began trading on Nasdaq in connection with its initial public offering) to December 31, 2023, the fiscal year ended December 31, 2024 and the current fiscal year.

<b>Current Fiscal Year</b>	<b>High</b>	<b>Low</b>
First Quarter	\$ 0.62	\$0.29
Second Quarter	0.41	0.35
Third Quarter (through July 10, 2025)	0.35	0.37
<b>Fiscal Year Ended December 31, 2024</b>	<b>High</b>	<b>Low</b>
First Quarter	\$ 5.75	\$1.88
Second Quarter	3.87	2.51
Third Quarter	2.75	0.52
Fourth Quarter	\$ 0.70	0.40
<b>Fiscal Year Ended December 31, 2023</b>	<b>High</b>	<b>Low</b>
Third Quarter (from July 21, 2023)	\$13.20	\$1.83
Fourth Quarter	3.89	1.96

On July 10, 2025, the last full trading day prior to the date of this Offer to Purchase, the reported closing sales price per Share on Nasdaq during normal trading hours was \$0.37 per Share.

Turnstone has never paid cash dividends on its common stock. Additionally, under the terms of the Merger Agreement, Turnstone is not permitted to declare or pay any dividends on or make other distributions in respect of any of its capital stock. See “The Tender Offer—Section 10. Dividends and Distributions.” Stockholders are urged to obtain a current market quotation for the Shares.

#### **4. POSSIBLE EFFECTS OF THE OFFER ON THE MARKET FOR THE SHARES; NASDAQ LISTING; EXCHANGE ACT REGISTRATION AND MARGIN REGULATIONS.**

**Possible Effects of the Offer on the Market for the Shares** The purchase of Shares pursuant to the Offer will reduce the number of Shares that might otherwise trade publicly and could adversely affect the liquidity and market value of the remaining Shares held by the public. The purchase of Shares pursuant to the Offer can also be expected to reduce the number of holders of Shares. We cannot predict whether the reduction in the number of Shares that might otherwise trade publicly would have an adverse or beneficial effect on the market price or marketability of the Shares or whether it would cause future market prices to be greater or less than the Offer Price.

**Nasdaq Listing.** Depending on the number of Shares purchased pursuant to the Offer, the Shares may no longer meet the requirements for continued listing on Nasdaq. According to the published guidelines of The Nasdaq Stock Market, LLC, Nasdaq would consider disqualifying the Shares for listing on Nasdaq if, among other possible grounds: (i) the total number of holders of record and holders of beneficial interest, taken together, in the Shares falls below 400; (ii) the bid price for a Share over a 30 consecutive business day period is less than \$1.00; or (iii) (A) Turnstone has stockholders’ equity of less than \$10 million, the number of publicly held Shares falls below 750,000, the market value of publicly held Shares over a 30 consecutive business day period is less than \$5 million or there are fewer than two active and registered market makers in the Shares over a ten consecutive business day period; (B) the number of publicly held Shares falls below 1,100,000, the market value of publicly held Shares over a 30 consecutive business day period is less than \$15 million, there are fewer than four active and registered market makers in the Shares over a ten consecutive business day period, or the market value of Turnstone’s listed securities is less than \$50 million over a 30 consecutive business day period; or (C) the number of publicly held shares falls below 1,100,000, the market value of publicly held Shares over a 30 consecutive business day period is less than \$15 million, there are fewer than four active and registered market makers in the Shares over a ten consecutive business day period, or Turnstone’s total assets and total revenue is less than \$50 million each for the most recently completed fiscal year (or in two of the last three fiscal years). Shares held by officers or directors of Turnstone, or by any beneficial owner of more than 10 percent of the Shares, will not be considered as being publicly held for this purpose. According to Turnstone, there were, as of July 10, 2025: (i) 23,140,691 Shares issued and outstanding, (ii) 1,856,251 Shares subject to outstanding Turnstone Stock Options and (iii) 1,135 Shares subject to outstanding Turnstone Restricted Stock Units. If, as a result of the purchase of Shares pursuant to the Offer or otherwise, the Shares are delisted from Nasdaq, the market for Shares will be adversely affected.

On September 27, 2024, Turnstone received a deficiency letter from the Nasdaq Listing Qualifications Department notifying Turnstone that it was not in compliance with Nasdaq Listing Rule 5450(a)(1), which requires Turnstone to maintain a minimum bid price of at least \$1.00 per share for continued listing on The Nasdaq Global Select Market (the “Minimum Bid Requirement”). Turnstone’s failure to comply with the Minimum Bid Requirement was based on its common stock per share price being below the \$1.00 threshold for a period of 30 consecutive business days. In accordance with Nasdaq Listing Rule 5810(c)(3)(A), Turnstone was provided an initial period of 180 calendar days to regain compliance with the Minimum Bid Requirement. On March 27, 2025, Turnstone received approval from the Listing Qualifications Department of Nasdaq to transfer the listing of Turnstone’s common stock from the Nasdaq Global Market to the Nasdaq Capital Market (the “Approval”). On March 31, 2025, Turnstone’s securities were transferred to the Nasdaq Capital Market at the opening of business under the symbol “TSBX”. In connection with the Approval, Turnstone has been granted an additional 180-day grace period, or until September 22, 2025, to regain compliance with the Minimum Bid Price Requirement. To regain compliance with the Minimum Bid Price Requirement and qualify for continued listing on the Nasdaq Capital Market, the minimum bid price per share of Turnstone’s common stock must be at least

\$1.00 for at least ten consecutive business days during the additional 180-day grace period. If Turnstone does not regain compliance during this additional grace period, its common stock would be subject to delisting by Nasdaq.

If Nasdaq were to delist the Shares, it is possible that the Shares would continue to trade on other securities exchanges or in the over-the-counter market and that price or other quotations for the Shares would be reported by other sources. The extent of the public market for such Shares and the availability of such quotations would depend, however, upon such factors as the number of stockholders and the aggregate market value of such securities remaining at such time, the interest in maintaining a market in the Shares on the part of securities firms, the possible termination of registration under the Exchange Act as described below, and other factors. We cannot predict whether the reduction in the number of Shares that might otherwise trade publicly would have an adverse or beneficial effect on the market price for or marketability of the Shares or whether it would cause future market prices to be greater or less than the Offer Price.

**Trading in the Shares will cease upon consummation of the Merger if trading has not ceased earlier as discussed above.**

**Exchange Act Registration.** The Shares currently are registered under the Exchange Act. The purchase of the Shares pursuant to the Offer may result in the Shares becoming eligible for deregistration under the Exchange Act. Registration of the Shares may be suspended by Turnstone upon application to the SEC if the outstanding Shares are not listed on a “national securities exchange” and if there are fewer than 300 holders of record of Shares.

We intend to seek to cause Turnstone to apply for suspension of registration of the Shares as soon as possible after consummation of the Offer if the requirements for suspension of registration are met. Suspension of registration of the Shares under the Exchange Act would reduce the information required to be furnished by Turnstone to its stockholders and to the SEC and would make certain provisions of the Exchange Act (such as the short-swing profit recovery provisions of Section 16(b), the requirement of furnishing a proxy statement or information statement in connection with stockholders’ meetings or actions in lieu of a stockholders’ meeting pursuant to Sections 14(a) and 14(c) under the Exchange Act and the related requirement of furnishing an Annual Report to stockholders) no longer applicable with respect to the Shares. In addition, if the Shares are no longer registered under the Exchange Act, the requirements of Rule 13e-3 under the Exchange Act with respect to “going private” transactions would no longer be applicable to Turnstone. Furthermore, the ability of “affiliates” of Turnstone and persons holding “restricted securities” of Turnstone to dispose of such securities pursuant to Rule 144 under the Securities Act of 1933, as amended, may be impaired or eliminated. If registration of the Shares under the Exchange Act were suspended, the Shares would no longer be eligible for continued inclusion on the Board of Governors of the Federal Reserve System’s (the “Federal Reserve Board”) list of “margin securities” or eligible for stock exchange listing.

If registration of the Shares is not suspended prior to the Merger, then the registration of the Shares under the Exchange Act will be suspended following completion of the Merger.

**Margin Regulations.** The Shares are currently “margin securities” under the regulations of the Federal Reserve Board, which has the effect, among other things, of allowing brokers to extend credit using such Shares as collateral. Depending upon factors similar to those described above regarding listing and market quotations, following the Offer, the Shares may no longer constitute “margin securities” for the purposes of the margin regulations of the Federal Reserve Board, in which event the Shares would be ineligible as collateral for margin loans made by brokers.

## **5. CERTAIN U.S. FEDERAL INCOME TAX CONSEQUENCES OF THE OFFER AND THE MERGER.**

The following summary describes certain U.S. federal income tax consequences generally applicable to Holders (as defined below) whose Shares are exchanged for cash and CVRs in the Offer or Merger. This

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summary is for general information purposes only and is not tax advice. This summary is based on the Code, U.S. Treasury regulations promulgated under the Code (“Treasury Regulations”), published rulings, administrative pronouncements and judicial decisions, all as in effect on the date hereof and all of which are subject to change or differing interpretations, possibly with retroactive effect. Any such change could affect the continuing validity of this summary. This summary addresses only Holders who hold their Shares as capital assets within the meaning of Section 1221 of the Code (generally, property held for investment) and does not address all of the tax consequences that may be relevant to Holders in light of their particular circumstances or to certain types of Holders subject to special treatment under the Code, including pass through entities (including partnerships and S corporations for U.S. federal income tax purposes) and partners or investors who hold their Shares through such entities, certain financial institutions, brokers, dealers or traders in securities or other persons that generally mark their securities to market for U.S. federal income tax purposes, insurance companies, expatriates, mutual funds, real estate investment trusts, regulated investment companies, cooperatives, tax-exempt organizations (including private foundations), retirement plans, controlled foreign corporations, passive foreign investment companies or investors therein, persons who are subject to the alternative minimum tax, persons who hold their Shares as part of a straddle, hedge, conversion, constructive sale, synthetic security, integrated investment, or other risk-reduction transaction for U.S. federal income tax purposes, persons that have a functional currency other than the U.S. dollar, persons that own or have owned within the past five years (or are deemed to own or to have owned within the past five years) 5% or more of the outstanding Shares, Holders that exercise appraisal rights, Holders whose Shares are “qualified small business stock” within the meaning of Section 1202 of the Code or Shares to which the rollover provisions of Section 1045 of the Code apply, and persons who acquired their Shares upon the vesting and cancellation of Turnstone Stock Options or Turnstone Restricted Stock Units in connection with the Merger or otherwise as compensation. This summary does not address any U.S. federal estate, gift, or other non-income tax consequences, the effects of the Medicare contribution tax on net investment income, or any state, local, or non-U.S. tax consequences.

As used in this summary, the term “U.S. Holder” means a beneficial owner of Shares that, for U.S. federal income tax purposes, is: (i) an individual who is a citizen or resident of the United States; (ii) a corporation, or other entity classified as a corporation for U.S. federal income tax purposes, that is created or organized in or under the laws of the United States or any state thereof or the District of Columbia; (iii) an estate, the income of which is subject to U.S. federal income taxation regardless of its source; or (iv) a trust if (A) a court within the United States is able to exercise primary supervision over the administration of the trust and one or more “U.S. persons” (within the meaning of Section 7701(a)(30) of the Code) has the authority to control all substantial decisions of the trust or (B) the trust has a valid election in effect under applicable Treasury Regulations to be treated as a U.S. person.

As used in this summary, the term “Non-U.S. Holder” means a beneficial owner of Shares that is neither a U.S. Holder nor a partnership for U.S. federal income tax purposes, and the term “Holder” or “Holders” means a U.S. Holder or a Non-U.S. Holder.

If a partnership (including any entity or arrangement classified as a partnership for U.S. federal income tax purposes) exchanges Shares for cash and CVRs pursuant to the Offer or the Merger, the tax treatment of a partner in the partnership generally will depend upon the status of the partner, the activities of the partnership, and certain determinations made at the partner level. The partnership and partners of the partnership holding Shares should consult their tax advisors regarding the particular tax consequences of exchanging Shares for cash and CVRs pursuant to the Offer or the Merger applicable to them.

We have not sought, and do not expect to seek, a ruling from the IRS as to any U.S. federal income tax consequence described herein, and no assurance can be given that the IRS will not take a position contrary to the discussion below, or that a court will not sustain any challenge by the IRS in the event of litigation.

**Holders are urged to consult their tax advisors to determine the tax consequences to them of exchanging Shares for cash and CVRs pursuant to the Offer or the Merger in light of their particular circumstances.**

### **Tax Considerations for U.S. Holders.**

The exchange of Shares for cash and CVRs pursuant to the Offer or the Merger will be a taxable transaction for U.S. federal income tax purposes. The amount of gain or loss a U.S. Holder recognizes, and the timing and character of a portion of such gain or loss, depends on the U.S. federal income tax treatment of the CVRs, with respect to which there is a significant amount of uncertainty. The installment method of reporting any gain attributable to the receipt of a CVR generally will not be available with respect to the disposition of Shares pursuant to the Offer or the Merger because the Shares are traded on an established securities market.

There is no legal authority directly addressing the U.S. federal income tax treatment of the receipt of the CVRs or payments received thereunder in connection with the Offer or the Merger. The receipt of the CVRs as part of the Offer or the Merger consideration might be treated as a “closed transaction” or as an “open transaction” for U.S. federal income tax purposes, or in some other manner, and such questions are inherently factual in nature. Accordingly, Holders are urged to consult with their tax advisors regarding this issue.

Pursuant to Treasury Regulations addressing contingent payment obligations analogous to the CVRs, if the fair market value of the CVR is “reasonably ascertainable,” a U.S. Holder should treat the transaction as a “closed transaction” and treat the fair market value of the CVRs as part of the consideration received in the Offer or the Merger for purposes of determining gain or loss. On the other hand, if the fair market value of the CVRs cannot be reasonably ascertained, a U.S. Holder may treat the transaction as an open transaction for purposes of determining gain or loss. These Treasury Regulations state that only in “rare and extraordinary” cases would the value of contingent payment obligations not be reasonably ascertainable. As noted above, there is no authority directly addressing whether contingent payment rights with characteristics similar to the rights under a CVR should be treated as “open transactions” or “closed transactions,” and such question is inherently factual in nature. The CVRs also may be treated as contract rights, debt instruments or deferred payment contract rights for U.S. federal income tax purposes, which would affect the amount, timing, and character of any gain, income or loss with respect to the CVRs. We urge you to consult your own tax advisor with respect to the proper characterization of the receipt of, and payments made with respect to, a CVR.

As a result, we cannot express a definitive conclusion as to the U.S. federal income tax treatment of receipt of the CVRs or receipt of any payment pursuant to the CVRs. However, we intend to treat the receipt of the CVRs as a closed transaction and payments received pursuant to the CVRs as amounts realized on the disposition (or partial disposition) of the CVRs. No opinion of counsel or ruling has been or will be sought from the IRS regarding the tax treatment of the CVRs and payments received pursuant to the CVRs. We cannot give any assurance that the IRS would not assert, or that a court would not sustain, a position contrary to this treatment. In such event, the tax consequences of the receipt of CVRs and/or payments with respect to the CVRs could differ materially from those summarized below (including, potentially, a portion or all of payments made with respect to the CVRs giving rise to ordinary income, rather than capital gain).

**Treatment as a Closed Transaction.** If the receipt of a CVR is part of a closed transaction, a U.S. Holder generally would recognize capital gain or loss on a sale of Shares for the Offer Price pursuant to the Offer or an exchange of Shares for the Offer Price pursuant to the Merger, in an amount equal to the difference, if any, between: (i) the sum of the Cash Amount received plus the fair market value (determined as of the closing of the Offer or the Effective Time, as the case may be) of any CVRs received; and (ii) the U.S. Holder’s adjusted tax basis in the Shares sold or exchanged. Gain or loss generally would be calculated separately for each block of Shares (that is, Shares acquired at the same cost in a single transaction) tendered pursuant to the Offer or exchanged for the Offer Price pursuant to the Merger. The proper method to determine the fair market value of a CVR is not clear and various factors would need to be considered in making that determination. Any capital gain or loss recognized will be long-term capital gain or loss if the U.S. Holder’s holding period for such Shares exceeds one year. The deductibility of capital losses is subject to limitations.

A U.S. Holder’s initial tax basis in a CVR received in either the Offer or the Merger would equal the fair market value of such CVR (determined as of the closing of the Offer or the Effective Time, as the case may be)

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as determined for U.S. federal income tax purposes. The holding period for a CVR would begin on the day following the date of the closing of the Offer or the Effective Time, as the case may be. We intend to cooperate with the Paying Agent to send to each U.S. Holder an IRS Form 1099-B reflecting our determination of the fair market value of the CVRs issued in the Offer or Merger. Such determination is not binding on the IRS as to the stockholder's tax treatment or the fair market value of the CVRs.

As noted above, there is no authority directly addressing the U.S. federal income tax treatment of contingent payment rights with characteristics similar to the rights under the CVRs, and, therefore, the amount, timing and character of any gain, income or loss with respect to the CVRs is uncertain. For example, payments with respect to the CVRs could be treated as payments with respect to a sale or exchange of a capital asset or as giving rise to ordinary income. It is also possible that, were a payment to be treated as being with respect to the sale of a capital asset, a portion of such payment would constitute imputed interest, as described below. We intend to treat any payment received by a U.S. Holder in respect of such CVRs (except to the extent any portion of such payment is required to be treated as imputed interest, as described below) as an amount realized on the disposition of the CVR by the U.S. Holder. Assuming that this method of reporting is correct, a U.S. Holder should recognize gain or loss equal to the difference between such payment (less any portion of such payment required to be treated as imputed interest, as described below) and the U.S. Holder's adjusted tax basis in the CVR. The gain or loss should be long-term capital gain or loss if the U.S. Holder has held the CVR for more than one year at the time of such payment. Additionally, a U.S. Holder may recognize capital loss to the extent of any remaining basis after the expiration of any right to cash payments under such U.S. Holder's CVR. The deductibility of capital losses is subject to limitations.

**Treatment as Open Transaction.** If the receipt of a CVR pursuant to the Offer or the Merger is treated under the open transaction method of accounting for U.S. federal income tax purposes, the fair market value of the CVR will not be treated as additional consideration for the Shares at the time the CVR is received, and the U.S. Holder will not have any tax basis in the CVR. Instead, the U.S. Holder will take payments pursuant to the CVRs into account when made or deemed made in accordance with the U.S. Holder's regular method of accounting for U.S. federal income tax purposes. Generally, a portion of such payments will be treated as imputed interest, as described in more detail below, and the balance as additional consideration recognized in exchange for the Shares.

If the receipt of a CVR is part of an open transaction then, although not entirely clear, the sum of the Cash Amount received for a U.S. Holder's Shares and the portion of the payments pursuant to the CVR that is not treated as imputed interest will generally be applied first against a U.S. Holder's adjusted tax basis in the Shares and any excess treated as gain. A U.S. Holder will recognize capital loss with respect to a Share to the extent that the holder's adjusted tax basis in such Share exceeds the sum of the Cash Amount received for a U.S. Holder's Shares and the cash received pursuant to the CVR that is not treated as imputed interest, although it is possible that such U.S. Holder may not be able to recognize such loss until the resolution of all contingencies under the CVRs or possibly until such U.S. Holder's abandonment of the U.S. Holder's CVR. Any such capital gain or loss will be long-term capital gain or loss if the U.S. Holder's holding period in the Share exceeds one year. The deductibility of capital losses is subject to limitations. Gain or loss generally will be determined separately for each block of Shares (that is, Shares of the same class acquired at the same cost on the same day) exchanged pursuant to the Offer or the Merger.

**Imputed Interest.** A portion of any payments pursuant to the CVRs that are made more than six months after the closing of the Offer or the Effective Time, as the case may be, may be treated as imputed interest under Section 483 of the Code, which would be ordinary income to the U.S. Holder of a CVR. The portion of any payment made with respect to a CVR treated as imputed interest will be determined at the time such payment is made and generally should equal the excess of: (i) the amount of the payment in respect of the CVRs; over (ii) the present value of such amount as of the closing of the Offer or the Effective Time, as the case may be, calculated using the applicable federal rate as the discount rate. The applicable federal rate is published monthly by the IRS. A U.S. Holder must include in its taxable income interest imputed pursuant to Section 483 of the Code (if any)

using such Holder's regular method of accounting for U.S. federal income tax purposes. U.S. Holders are urged to consult their tax advisors with respect to the proper characterization of the CVRs and the tax considerations thereof (including any future payments made under the CVRs).

**Tax Considerations for Non-U.S. Holders.**

Any gain realized by a Non-U.S. Holder upon the tender of Shares pursuant to the Offer or the exchange of Shares pursuant to the Merger, as the case may be, generally will not be subject to U.S. federal income tax unless:

- (i) the gain is effectively connected with a U.S. trade or business of such Non-U.S. Holder (and, if an applicable income tax treaty so provides, is also attributable to a permanent establishment maintained by such Non-U.S. Holder in the United States), in which case the Non-U.S. Holder generally will be taxed in the same manner as a U.S. Holder (as described above under "U.S. Holders"), except that if the Non-U.S. Holder is a foreign corporation, an additional branch profits tax may apply at a rate of 30% (or a lower applicable treaty rate);
- (ii) the Non-U.S. Holder is a nonresident alien individual who is present in the U.S. for 183 days or more in the taxable year of the closing of the Offer or the Effective Time, as the case may be, and certain other conditions are met, in which case the Non-U.S. Holder may be subject to a 30% U.S. federal income tax (or a tax at a reduced rate under an applicable income tax treaty) on such gain (net of certain U.S. source losses); or
- (iii) Turnstone is or has been a "U.S. real property holding corporation" for U.S. federal income tax purposes at any time during the shorter of the five-year period ending on the date of closing of the Offer or the Effective Time or the period during which the Non-U.S. Holder held Shares, and, if shares are regularly traded on an established securities market (within the meaning of Section 897(c)(3) of the Code), such Non-U.S. Holder owns directly or is deemed to own pursuant to attribution rules more than 5% of the Shares at any time during the relevant period, in which case such gain will be subject to U.S. federal income tax at rates generally applicable to U.S. persons (as described in (i) above), except that the branch profits tax will not apply. Although there can be no assurances in this regard, Turnstone believes that it is not, and has not been, a "U.S. real property holding corporation" at any time during the five-year period preceding the Offer and the Merger.

Generally, if payments are made to a Non-U.S. Holder with respect to a CVR, such Non-U.S. Holder may be subject to withholding at a rate of 30% (or a lower applicable treaty rate) on the portion of any such payments treated as imputed interest (as discussed above under "U.S. Holders—Imputed Interest"), unless such Non-U.S. Holder establishes its entitlement to exemption from or a reduced rate of withholding under an applicable tax treaty by providing the appropriate documentation (generally, IRS Form W-8BEN or W-8BEN-E or other applicable IRS Form W-8) to the applicable withholding agents. As discussed above, the tax treatment of the CVRs is unclear, and it is possible that the Depository, Paying Agent or other withholding agent may withhold additional amounts on payments with respect to the CVRs.

Amounts treated as imputed interest that are effectively connected with a Non-U.S. Holder's conduct of a trade or business in the United States and, if required by an applicable income tax treaty, are attributable to a permanent establishment in the United States, are generally taxed in the manner applicable to U.S. Holders, as described above. In such cases, the Non-U.S. Holder will not be subject to withholding so long as such Non-U.S. Holder complies with applicable certification and disclosure requirements. In addition, interest received by a non-U.S. corporation that are effectively connected with the conduct of a trade or business in the United States may be subject to a branch profits tax at a 30% rate, or a lower rate specified in an applicable income tax treaty. See "The Tender Offer—Section 3. Procedures for Tendering Shares" for information regarding the application of U.S. federal income tax withholding to payments made to Non-U.S. Holders.

If any amounts withheld exceed the Non-U.S. Holder's U.S. federal income tax liability, such Non-U.S. Holder may obtain a refund or credit of any excess amounts withheld by filing an appropriate claim for a refund with the IRS.

Non-U.S. Holders are urged to consult their own tax advisors regarding the particular tax consequences to them of exchanging Shares in the Offer or the Merger, including the application of the 30% U.S. federal withholding tax, their potential eligibility for a reduced rate of, or exemption from, such withholding tax, and their potential eligibility for, and procedures for claiming, a refund of any such withholding tax.

**Information Reporting, Backup Withholding and FATCA.** Information reporting generally will apply to payments to a Holder pursuant to the Offer or the Merger (including payments with respect to a CVR), unless such Holder is an entity that is exempt from information reporting and, when required, properly demonstrates its eligibility for exemption. Any payment to a U.S. Holder that is subject to information reporting generally will also be subject to backup withholding, unless such U.S. Holder: (i) provides the appropriate documentation (generally, IRS Form W-9) to the applicable withholding agent certifying that, among other things, its taxpayer identification number is correct, or otherwise establishes an exemption; and (ii) with respect to payments on the CVRs, provides the rights agent with the certification documentation in clause (i) of this sentence or otherwise establishes an exemption from backup withholding tax.

The information reporting and backup withholding rules that apply to payments to a Holder pursuant to the Offer and Merger generally will not apply to payments to a Non-U.S. Holder if such Non-U.S. Holder certifies under penalties of perjury that it is not a U.S. person (generally by providing an IRS Form W-8BEN, IRS Form W-8BEN-E or other applicable IRS Form W-8) or otherwise establishes an exemption. Non-U.S. Holders should consult their own tax advisors to determine which IRS Form W-8 is appropriate.

As discussed above, we intend to send to each U.S. Holder an IRS Form 1099-B treating the Offer or the Merger, as applicable, as a “closed transaction” for U.S. federal income tax purposes. Accordingly, U.S. Holders that treat the Offer or the Merger, as applicable, as an “open transaction” for U.S. federal income tax purposes are urged to consult their own tax advisors regarding how to accurately report their income under this method.

Certain Holders (including corporations) generally are not subject to backup withholding. Backup withholding is not an additional tax. Any amounts withheld under the backup withholding rules generally will be allowed as a refund or a credit against a U.S. Holder’s U.S. federal income tax liability if the required information is properly and timely furnished by such U.S. Holder to the IRS.

Under the “Foreign Account Tax Compliance Act” provisions of the Code, related U.S. Treasury guidance and related intergovernmental agreements (“FATCA”), the Depository, Paying Agent or another applicable withholding agent will be required to withhold tax at a rate of 30% on payments of amounts treated as interest pursuant to U.S. tax law to any Non-U.S. Holder that fails to meet prescribed certification requirements. In general, no such withholding will be required with respect to a person that timely provides certifications that establish an exemption from FATCA withholding on a valid IRS Form W-8. A Non-U.S. Holder may be able to claim a credit or refund of the amount withheld under certain circumstances. Under currently proposed Treasury Regulations, FATCA withholding does not apply to payments that are treated as gross proceeds from the sale or other disposition of property of a type that can generate U.S. source interest or dividends, including the Shares. Taxpayers generally may rely on these proposed Treasury Regulations until final Treasury Regulations are issued. Each Non-U.S. Holder should consult its own tax advisor regarding the application of FATCA to the CVRs.

**THE FOREGOING SUMMARY DOES NOT PURPORT TO BE A COMPLETE DISCUSSION OF THE POTENTIAL TAX CONSEQUENCES OF THE OFFER OR THE MERGER OR THE OWNERSHIP OF CVRS. EACH HOLDER SHOULD CONSULT ITS OWN TAX ADVISOR REGARDING THE U.S. FEDERAL, STATE AND LOCAL AND NON-U.S. INCOME, ESTATE AND OTHER TAX CONSIDERATIONS RELATING TO THE OFFER AND MERGER IN LIGHT OF ITS PARTICULAR CIRCUMSTANCES. THE U.S. FEDERAL, STATE, LOCAL AND NON-U.S. INCOME AND OTHER TAX CONSEQUENCES TO HOLDERS OR BENEFICIAL OWNERS OF TURNSTONE STOCK OPTIONS OR TURNSTONE RESTRICTED STOCK UNITS PARTICIPATING IN THE MERGER WITH RESPECT TO SUCH TURNSTONE STOCK OPTIONS OR TURNSTONE**



**RESTRICTED STOCK UNITS ARE NOT DISCUSSED HEREIN, AND SUCH HOLDERS OR BENEFICIAL OWNERS OF TURNSTONE STOCK OPTIONS OR TURNSTONE RESTRICTED STOCK UNITS ARE STRONGLY ENCOURAGED TO CONSULT THEIR OWN TAX ADVISORS REGARDING SUCH TAX CONSEQUENCES. NOTHING IN THIS SUMMARY IS INTENDED TO BE, OR SHOULD BE CONSTRUED AS, TAX ADVICE.**

## THE TENDER OFFER

### 1. TERMS OF THE OFFER.

Upon the terms and subject to the prior satisfaction or waiver of the conditions of the Offer (including, if the Offer is extended or amended, the terms and conditions of any extension or amendment), we will accept for payment, purchase and pay for all Shares validly tendered prior to the expiration of the Offer, and not properly withdrawn in accordance with the procedures set forth in “The Tender Offer—Section 4. Withdrawal Rights.” The Offer will expire one minute after 11:59 p.m. Eastern Time on August 7, 2025, unless extended in accordance with the terms of the Merger Agreement, in which event the term “Expiration Date” will mean the date to which the Expiration Date of the Offer is so extended.

Purchaser is offering to pay a cash amount per share of \$0.34 (the “Cash Amount”), *plus* one non-transferable CVR for each Share, which represents the right to receive potential payments, in cash, described in, and subject to and in accordance with the terms and conditions of, the CVR Agreement, payable subject to any applicable tax withholding and without interest, upon the terms and subject to the conditions contained in this Offer to Purchase and in the related Letter of Transmittal.

**As noted in the Summary Term Sheet, there is a risk that you may receive no payments under the CVRs. Therefore, in making a decision to tender your Shares, you should understand that if the CVR does not generate any payments, the only consideration that you would receive in the Offer is the Cash Amount of \$0.34 per Share that is being offered pursuant to the Offer. You should base your tender decision on the Cash Amount of \$0.34 as it may be the only consideration you receive in the Offer. On July 10, 2025, the last full trading day prior to the date of this Offer to Purchase, the closing price of Turnstone’s common stock as reported on Nasdaq was \$0.37 per Share.**

**The Offer is conditioned upon the satisfaction of the Minimum Tender Condition and the other conditions described in “The Tender Offer—Section 9. Conditions of the Offer.” We may terminate the Offer without purchasing any Shares if certain events described in “The Tender Offer—Section 7. Summary of the Merger Agreement and Certain Other Agreements—Summary of the Merger Agreement—Termination” occur.**

Purchaser expressly reserves the right, in its sole discretion, to: (i) waive, in its sole discretion, in whole or in part, any Offer Condition, other than the Minimum Tender Condition or the Termination Condition; and/or (ii) modify the terms of the Offer in a manner not inconsistent with the Merger Agreement, except that Turnstone’s consent is required for Purchaser to:

- (A) reduce the number of Shares subject to the Offer;
- (B) reduce the Offer Price;
- (C) waive, amend or modify the Termination Condition;
- (D) add to the Offer Conditions or impose any other conditions on the Offer or amend, modify or supplement any Offer Condition in any manner adverse to the holders of Shares;
- (E) terminate, extend or otherwise modify the Expiration Date of the Offer other than as provided in the Merger Agreement;
- (F) change the form or terms of consideration payable in the Offer;
- (G) otherwise amend, modify or supplement any of the terms of the Offer in any manner adverse to the holders of Shares; or
- (H) provide for any “subsequent offering period” within the meaning of Rule 14d-11 under the Exchange Act.

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Upon the terms and subject to the satisfaction or waiver of the conditions of the Offer and the Merger Agreement, including the Minimum Tender Condition, Purchaser will accept for payment and thereafter pay for all Shares validly tendered and not properly withdrawn pursuant to the Offer promptly after the Expiration Date. The Offer will not permit Shares to be tendered pursuant to guaranteed delivery procedures.

If, on or before the Expiration Date, we increase the consideration being paid for Shares accepted for payment in the Offer, such increased consideration will be paid to all stockholders whose Shares are purchased in the Offer, whether or not such Shares were tendered before the announcement of the increase in consideration. We also expressly reserve the right to modify the terms of the Offer, subject to compliance with the Exchange Act, the Merger Agreement and the restrictions identified in paragraphs (A) through (H) above.

The Merger Agreement provides that, unless the Merger Agreement has been validly terminated in accordance with its terms, (A) Purchaser may elect to (and if so requested by Turnstone, will) extend the Offer for one or more consecutive increments of such duration as requested by Turnstone, but not more than ten business days each, if as of the then scheduled Expiration Date of the Offer (i) any of the Offer Conditions (as set forth in “The Tender Offer—Section 9. Conditions of the Offer”) shall not have been satisfied or waived, until such time as such conditions shall have been satisfied or waived, (ii) the determination of the Closing Net Cash and resolution of any dispute thereof has not been finalized in accordance with the terms of the Merger Agreement or (iii) if Turnstone has consummated a Permitted Disposition subsequent to its most recent delivery of the Closing Cash Schedule, to allow for the delivery of an updated Closing Cash Schedule pursuant to the Merger Agreement, and (B) Purchaser shall extend the Offer for the minimum period required by any rule, regulation or interpretation or position of the SEC or the staff thereof or Nasdaq applicable to the Offer; provided that Purchaser shall not, and shall not be required to, extend the Offer beyond the Outside Date of 11:59 p.m., Eastern Time, on October 26, 2025.

See “The Tender Offer—Section 7. Summary of the Merger Agreement and Certain Other Agreements.”

Except as set forth above, there can be no assurance that we will be required under the Merger Agreement to extend the Offer. During any extension of the initial offering period pursuant to the paragraphs above, all Shares previously tendered and not withdrawn will remain subject to the Offer and subject to withdrawal rights. See “The Tender Offer—Section 4. Withdrawal Rights.”

Without Turnstone’s consent, there will not be a subsequent offering period for the Offer.

If, subject to the terms of the Merger Agreement, we make a material change in the terms of the Offer or the information concerning the Offer, or if we waive a material condition of the Offer, we will disseminate additional tender offer materials and extend the Offer if and to the extent required by Rules 14d-3(b)(1), 14d-4(d), 14d-6(c) and 14e-1 under the Exchange Act or otherwise. The minimum period during which a tender offer must remain open following material changes in the terms of the tender offer or the information concerning the tender offer, other than a change in the consideration offered or a change in the percentage of securities sought, will depend upon the facts and circumstances, including the relative materiality of the terms or information changes. With respect to a change in the consideration offered or a change in the percentage of securities sought, a tender offer generally must remain open for a minimum of ten business days following the disclosure of such change to stockholders to allow for adequate disclosure to stockholders.

We expressly reserve the right, in our sole discretion, subject to the terms and upon the conditions of the Merger Agreement and the applicable rules and regulations of the SEC, to not accept for payment any Shares if, at the expiration of the Offer, any of the conditions to the Offer set forth in “The Tender Offer—Section 9. Conditions of the Offer” have not been satisfied. Under certain circumstances, Purchaser and Merger Sub may terminate the Merger Agreement and the Offer.

Any extension, waiver or amendment of the Offer or termination of the Offer will be followed, as promptly as practicable, by public announcement thereof, such announcement in the case of an extension to be issued not later than 9:00 a.m. Eastern Time on the next business day after the Expiration Date in accordance with the public announcement requirements of Rules 14d-3(b)(1), 14d-4(d) and 14e-1(d) under the Exchange Act. Without limiting our obligation under such rule or the manner in which we may choose to make any public announcement, we currently intend to make announcements by issuing a press release to the PR Newswire (or such other national media outlet or outlets we deem prudent) and making any appropriate filing with the SEC.

Promptly following the purchase of Shares in the Offer, we expect to complete the Merger without a vote of the stockholders of Turnstone pursuant to Section 251(h) of the DGCL.

Turnstone has caused to be provided to us its list of stockholders and security position listings for the purpose of disseminating the Offer to holders of Shares. This Offer to Purchase and the related Letter of Transmittal will be mailed to record holders of Shares whose names appear on Turnstone's stockholder list and will be furnished to brokers, dealers, commercial banks, trust companies and similar persons whose names, or the names of whose nominees, appear on the stockholder list or, if applicable, who are listed as participants in a clearing agency's security position listing, for subsequent transmittal to beneficial owners of Shares.

## **2. ACCEPTANCE FOR PAYMENT AND PAYMENT FOR SHARES.**

Subject to the satisfaction or waiver of all the conditions to the Offer set forth in "The Tender Offer—Section 9. Conditions of the Offer," we will immediately after the Expiration Date irrevocably accept for payment all Shares tendered (and not properly withdrawn) pursuant to the Offer and, promptly after the Expiration Date (and in any event within three business days), pay for such Shares.

In all cases, payment for Shares tendered and accepted for payment pursuant to the Offer will be made only after timely receipt by the Depositary and Paying Agent of: (i) certificates representing such Shares or confirmation of the book-entry transfer of such Shares into the Depositary and Paying Agent's account at DTC pursuant to the procedures set forth in "The Tender Offer—Section 3. Procedures for Tendering Shares;" (ii) a Letter of Transmittal, properly completed and duly executed, with any required signature guarantees (or, in the case of a book-entry transfer, an Agent's Message (as defined below) in lieu of the Letter of Transmittal); and (iii) any other documents required by the Letter of Transmittal or any other customary documents required by Depositary and Paying Agent. See "The Tender Offer—Section 3. Procedures for Tendering Shares."

For purposes of the Offer, if and when Purchaser gives oral or written notice to the Depositary and Paying Agent of its acceptance for payment of such Shares pursuant to the Offer, then Purchaser has accepted for payment and thereby purchased Shares validly tendered and not properly withdrawn pursuant to the Offer. Upon the terms and subject to the conditions of the Offer, payment for Shares accepted for payment pursuant to the Offer will be made by deposit of the purchase price therefor with the Depositary and Paying Agent, which will act as agent for the tendering stockholders for purposes of receiving payments from us and transmitting such payments to the tendering stockholders. **Under no circumstances will interest be paid on the Offer Price for Shares, regardless of any extension of the Offer or any delay in payment for Shares.**

If any tendered Shares are not accepted for payment pursuant to the terms and conditions of the Offer for any reason, or if certificates are submitted for more Shares than are tendered, certificates for such unpurchased Shares will be returned (or new certificates for the Shares not tendered will be sent), without expense to the tendering stockholder (or, in the case of Shares tendered by book-entry transfer into the Depositary and Paying Agent's account at DTC pursuant to the procedures set forth in "The Tender Offer—Section 3. Procedures for Tendering Shares," such Shares will be credited to an account maintained with DTC) promptly following expiration or termination of the Offer.

### 3. PROCEDURES FOR TENDERING SHARES.

**Valid Tender of Shares.** To validly tender Shares pursuant to the Offer, a properly completed and duly executed Letter of Transmittal in accordance with the instructions of the Letter of Transmittal, with any required signature guarantees, and any other documents required by the Letter of Transmittal and any other customary documents required by the Depositary and Paying Agent, or an Agent's Message (as defined below) in connection with a book-entry delivery of Shares, must be received by the Depositary and Paying Agent at one of its addresses set forth on the back cover of this Offer to Purchase prior to the expiration of the Offer and either: (i) certificates representing Shares tendered must be delivered to the Depositary and Paying Agent; or (ii) such Shares must be properly delivered pursuant to the procedures for book-entry transfer described below and a confirmation of such delivery received by the Depositary and Paying Agent (which confirmation must include an Agent's Message (as defined below), in each case, prior to the Expiration Date. The term "Agent's Message" means a message, transmitted by DTC to, and received by, the Depositary and Paying Agent and forming a part of a Book-Entry Confirmation (as defined below), which states that DTC has received an express acknowledgment from the participant in DTC tendering the Shares which are the subject of such Book-Entry Confirmation (as defined below) that such participant has received and agrees to be bound by the terms of the Letter of Transmittal and that Purchaser may enforce such agreement against the participant.

**Book-Entry Transfer.** The Depositary and Paying Agent will take steps to establish and maintain an account with respect to the Shares at DTC for purposes of the Offer. Any financial institution that is a participant in DTC's systems may make a book-entry transfer of Shares by causing DTC to transfer such Shares into the Depositary and Paying Agent's account in accordance with DTC's procedures for such transfer. An Agent's Message in lieu of the Letter of Transmittal must be transmitted to and received by the Depositary and Paying Agent prior to the Expiration Date if shares are tendered through book-entry transfer. The confirmation of a book-entry transfer of Shares into the Depositary and Paying Agent's account at DTC as described above is referred to herein as a "Book-Entry Confirmation."

**Delivery of documents to DTC in accordance with DTC's procedures does not constitute delivery to the Depositary and Paying Agent.**

**Signature Guarantees and Stock Powers.** Except as otherwise provided below, all signatures on a Letter of Transmittal must be guaranteed by a financial institution (including most commercial banks, savings and loan associations and brokerage houses) that is a member in good standing of a recognized Medallion Program approved by the Securities Transfer Association, Inc., including the Security Transfer Agents Medallion Program, the New York Stock Exchange Medallion Signature Program and the Stock Exchanges Medallion Program (each, an "Eligible Institution"). Signatures on a Letter of Transmittal need not be guaranteed: (i) if the Letter of Transmittal is signed by the registered owner(s) of Shares tendered therewith and such registered owner has not completed the box entitled "Special Payment Instructions" or the box entitled "Special Delivery Instructions" on the Letter of Transmittal; or (ii) if such Shares are tendered for the account of an Eligible Institution. See Instructions 1 and 5 of the Letter of Transmittal. If the certificates for Shares are registered in the name of a person other than the signer of the Letter of Transmittal, or if payment is to be made or certificates for Shares not tendered or not accepted for payment are to be returned to a person other than the registered owner of the certificates surrendered, stock powers will not be required as the signatures on the Letter of Transmittal should be guaranteed as described above. See Instructions 1 and 5 of the Letter of Transmittal.

If certificates representing Shares are forwarded separately to the Depositary and Paying Agent, a properly completed and duly executed Letter of Transmittal must accompany each delivery of certificates.

**THE METHOD OF DELIVERY OF SHARES, THE LETTER OF TRANSMITTAL AND ALL OTHER REQUIRED DOCUMENTS, INCLUDING DELIVERY THROUGH DTC, IS AT THE ELECTION AND RISK OF THE TENDERING STOCKHOLDER. DELIVERY OF ALL SUCH DOCUMENTS WILL BE DEEMED MADE ONLY WHEN ACTUALLY RECEIVED BY THE DEPOSITARY (INCLUDING, IN THE**

**CASE OF A BOOK-ENTRY TRANSFER, BY BOOK-ENTRY CONFIRMATION). IF SUCH DELIVERY IS BY MAIL, IT IS RECOMMENDED THAT ALL SUCH DOCUMENTS BE SENT BY PROPERLY INSURED REGISTERED MAIL WITH RETURN RECEIPT REQUESTED. IN ALL CASES, SUFFICIENT TIME SHOULD BE ALLOWED TO ENSURE TIMELY DELIVERY.**

**Other Requirements.** Purchaser will pay for Shares validly tendered (and not properly withdrawn) pursuant to the Offer only after timely receipt by the Depositary and Paying Agent of: (i) certificates for (or a timely Book-Entry Confirmation with respect to) such Shares; (ii) a Letter of Transmittal, properly completed and duly executed, with any required signature guarantees (or, in the case of a book-entry transfer, an Agent's Message in lieu of the Letter of Transmittal); and (iii) any other documents required by the Letter of Transmittal or any other customary documents required by the Depositary and Paying Agent. Accordingly, tendering stockholders will not be paid at different times depending upon when certificates for Shares or Book-Entry Confirmations with respect to Shares are actually received by the Depositary and Paying Agent. **Under no circumstances will Purchaser pay interest on the purchase price of Shares, regardless of any extension of the Offer or any delay in making such payment.** If your Shares are held in street name (*i.e.*, through a broker, dealer, commercial bank, trust company or other nominee), your Shares can be tendered by your nominee by book-entry transfer through the Depositary and Paying Agent.

**Binding Agreement.** Our acceptance for payment of Shares tendered pursuant to one of the procedures described above will constitute a binding agreement between the tendering stockholder and us upon the terms and subject to the conditions of the Offer.

**Appointment as Proxy.** By executing and delivering a Letter of Transmittal as set forth above (or, in the case of a book-entry transfer, by delivery of an Agent's Message in lieu of a Letter of Transmittal), the tendering stockholder irrevocably appoints Purchaser's designees as such stockholder's proxies, each with full power of substitution, to the full extent of such stockholder's rights with respect to the Shares tendered by such stockholder and accepted for payment by us and with respect to any and all other Shares or other securities issued or issuable in respect of such Shares on or after the date of the Merger Agreement. All such proxies and powers of attorney will be considered coupled with an interest in the tendered Shares. Such appointment is effective when, and only to the extent that, we accept for payment Shares tendered by such stockholder as provided herein. Upon the effectiveness of such appointment, all prior powers of attorney, proxies and consents given by such stockholder will be revoked, and no subsequent powers of attorney, proxies and consents may be given (and, if given, will not be deemed effective). Our designees will, with respect to the Shares or other securities and rights for which the appointment is effective, be empowered to exercise all voting and other rights of such stockholder as they, in their sole discretion, may deem proper at any annual, special, adjourned or postponed meeting of the stockholders of Turnstone, by written consent in lieu of any such meeting or otherwise. We reserve the right to require that, in order for Shares to be deemed validly tendered, immediately upon our payment for such Shares we must be able to exercise full voting, consent and other rights to the extent permitted under applicable law with respect to such Shares and other securities, including voting at any meeting of stockholders or executing a written consent concerning any matter.

**Determination of Validity.** All questions as to the validity, form, eligibility (including time of receipt) and acceptance of any tender of Shares will be determined by us in our sole and absolute discretion (which may be delegated to the Depositary and Paying Agent), which determination will be final and binding, subject to the rights of the tendering holders of Shares to challenge our determination in a court of competent jurisdiction. Purchaser reserves the absolute right to reject any and all tenders determined by us not to be in proper form or the acceptance for payment of or payment for which may, in our opinion, be unlawful. Purchaser also reserves the absolute right to waive any defect or irregularity in the tender of any Shares of any particular stockholder whether or not similar defects or irregularities are waived in the case of any other stockholder. No tender of Shares will be deemed to have been validly made until all defects and irregularities relating thereto have been cured or waived. None of Purchaser or any of its affiliates or assigns, the Depositary and Paying Agent, the Information Agent, or any other person will be under any duty to give notification of any defects or irregularities in tenders or incur any

liability for failure to give any such notification. Purchaser's interpretation of the terms and conditions of the Offer (including the Letter of Transmittal and the instructions thereto and any other documents related to the Offer) will be final and binding, subject to the rights of the tendering holders of Shares to challenge our determination in a court of competent jurisdiction.

#### **4. WITHDRAWAL RIGHTS.**

Except as otherwise provided in this Section 4, tenders of Shares pursuant to the Offer are irrevocable. However, a stockholder has withdrawal rights that are exercisable until the expiration of the Offer (*i.e.*, at any time prior to one minute after 11:59 p.m. Eastern Time on August 7, 2025), or in the event the Offer is further extended, on such date and time to which the Offer is extended. In addition, pursuant to Section 14(d)(5) of the Exchange Act, Shares may be withdrawn at any time after September 9, 2025, which is the 60th day after the date of the commencement of the Offer, unless prior to that date Purchaser has accepted for payment the Shares validly tendered in the Offer.

For a withdrawal of Shares to be effective, a written notice of withdrawal must be timely received by the Depositary and Paying Agent at one of its addresses set forth on the back cover of this Offer to Purchase. Any notice of withdrawal must specify the name of the person having tendered the Shares to be withdrawn, the number of Shares to be withdrawn and the name of the record holder of the Shares to be withdrawn, if different from that of the person who tendered such Shares. The signature(s) on the notice of withdrawal must be guaranteed by an Eligible Institution, unless such Shares have been tendered for the account of any Eligible Institution. If Shares have been tendered pursuant to the procedures for book-entry transfer as set forth in "The Tender Offer—Section 3. Procedures for Tendering Shares," the broker, dealer, commercial bank, trust company or other nominee that tendered through book-entry transfer must submit a withdrawal request through DTC to be credited with the withdrawn Shares. If certificates representing the Shares have been delivered or otherwise identified to the Depositary and Paying Agent, the name of the registered owner and the serial numbers shown on such certificates must also be furnished to the Depositary and Paying Agent prior to the physical release of such certificates.

All questions as to the form and validity (including time of receipt) of any notice of withdrawal will be determined by us, in our sole discretion (which may be delegated to the Depositary and Paying Agent), which determination will be final and binding, subject to the rights of the tendering holders of Shares to challenge our determination in a court of competent jurisdiction. No withdrawal of Shares will be deemed to have been properly made until all defects and irregularities have been cured or waived. None of Purchaser or any of its affiliates or assigns, the Depositary and Paying Agent, the Information Agent, or any other person will be under any duty to give notification of any defects or irregularities in any notice of withdrawal or incur any liability for failure to give such notification. Withdrawals of tenders of Shares may not be rescinded, and any Shares properly withdrawn will be deemed not to have been validly tendered for purposes of the Offer. However, withdrawn Shares may be re-tendered by following one of the procedures for tendering Shares described in "The Tender Offer—Section 3. Procedures for Tendering Shares" at any time prior to the expiration of the Offer.

If Purchaser extends the Offer, delays its acceptance for payment of Shares, or is unable to accept for payment Shares pursuant to the Offer, for any reason, then, without prejudice to Purchaser's rights pursuant to the Offer, the Depositary and Paying Agent may nevertheless, on Purchaser's behalf, retain tendered Shares, and such Shares may not be withdrawn except to the extent that tendering stockholder's exercise of withdrawal rights as described in this Section 4.

#### **5. CERTAIN INFORMATION CONCERNING TURNSTONE.**

The following description of Turnstone and its business has been taken from: (i) Turnstone's Annual Report on Form 10-K for the fiscal year ended December 31, 2024, filed with the SEC on March 31, 2025; (ii) Turnstone's Quarterly Report on Form 10-Q for the three months ended March 31, 2025, filed with the SEC on May 9, 2025; and

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(iii) Turnstone's Current Report on Form 8-K, filed with the SEC on June 27, 2025, as amended on July 1, 2025, and is qualified in its entirety by reference to such Form 10-K, Form 10-Q and Form 8-K.

Turnstone is a biotechnology company that was previously focused on developing new medicines to treat and cure patients with solid tumors through a differentiated approach to tumor infiltrating lymphocytes ("TIL") therapy by selecting and expanding the most potent tumor-reactive T cells ("Selected TILs") for potential treatment across the majority of solid tumors. Turnstone's previous lead Selected TIL candidate, TIDAL-01, was being developed for the treatment of colorectal cancer, head and neck cancer and uveal melanoma and two investigator sponsored trials with H. Lee Moffitt Cancer Center and Research Institute, Inc. across colorectal cancer, head and neck cancer and uveal melanoma.

On January 30, 2025, following a comprehensive evaluation of Turnstone's business and the status of its programs, resources, and capabilities, the Turnstone Board approved the discontinuation of all Turnstone sponsored clinical studies evaluating TIDAL-01 for all indications, and pursuit of strategic alternatives to enhance and preserve stockholder value.

Turnstone was incorporated under the laws of the State of Delaware in 2015. Its headquarters are located at 9310 Athena Circle, Suite 3000, La Jolla, California 92037. Turnstone's telephone number is (510) 204-7200.

**Available Information.** Turnstone is subject to the information and reporting requirements of the Exchange Act and in accordance therewith is obligated to file reports and other information with the SEC relating to its business, financial condition and other matters. Certain information, as of particular dates, concerning Turnstone's business, principal physical properties, capital structure, material pending litigation, operating results, financial condition, directors and officers (including their remuneration and stock options granted to them), the principal holders of Turnstone's securities, any material interests of such persons in transactions with Turnstone, and other matters is required to be disclosed in proxy statements and periodic reports distributed to Turnstone's stockholders and filed with the SEC. The SEC maintains an Internet website that contains reports, proxy statements and other information about issuers, such as Turnstone, who file electronically with the SEC. The address of that site is <https://www.sec.gov>. Information relating to the Offer is also available online under the "News & Events" page of Turnstone's website at <https://ir.turnstonebio.com>. The information contained in, accessible from or connected to Turnstone's website is not incorporated into, or otherwise a part of, this Offer to Purchase or any of Turnstone's filings with the SEC. The website addresses referred to in this paragraph are inactive text references and are not intended to be actual links to the websites.

**Sources of Information.** Except as otherwise set forth herein, the information concerning Turnstone contained in this Offer to Purchase has been based upon publicly available documents and records on file with the SEC, other public sources and information provided by Turnstone. Although we have no knowledge that any such information contains any misstatements or omissions, none of Purchaser or any of its affiliates or assigns, the Information Agent or the Depositary and Paying Agent assumes responsibility for the accuracy or completeness of the information concerning Turnstone contained in such documents and records or for any failure by Turnstone to disclose events which may have occurred or may affect the significance or accuracy of any such information.

## 6. CERTAIN INFORMATION CONCERNING PURCHASER.

**General.** Purchaser is a Nevada corporation with its principal offices located at 2200 Powell Street, Suite 310, Emeryville, California. The telephone number of Purchaser is (510) 204-7200.

The name, citizenship, business address, business phone number, present principal occupation or employment and past material occupation, positions, offices or employment for at least the last five years for each director and each of the executive officers of Purchaser (the "Item 3 Persons") and certain other information are set forth in Schedule A hereto.



During the last five years, neither Purchaser nor, to the knowledge of Purchaser, any of the Item 3 Persons: (i) has been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors); or (ii) was a party to any judicial or administrative proceeding (except for matters that were dismissed without sanction or settlement and convictions that have been overturned on appeal) that resulted in a judgment, decree or final order enjoining the person from future violations of, or prohibiting activities subject to, federal or state securities laws, or a finding of any violation of such laws.

Except as otherwise described in this Offer to Purchase, neither Purchaser nor, to the knowledge of Purchaser, any of the Item 3 Persons, has any contract, arrangement, understanding or relationship with any other person with respect to any securities of Turnstone, including, but not limited to, any contract, arrangement, understanding or relationship concerning the transfer or voting of such securities, finder's fees, joint ventures, loan or option arrangements, puts or calls, guarantees of loans, guarantees against loss, guarantees of profits, division of profits or loss or the giving or withholding of proxies.

Except as set forth in this Offer to Purchase, neither Purchaser nor, to the knowledge of Purchaser, any of the Item 3 Persons, has had any business relationship or transaction with Turnstone or any of its executive officers, directors or affiliates that is required to be reported under the rules and regulations of the SEC applicable to the Offer. Except as set forth in this Offer to Purchase, there have been no contacts, negotiations or transactions between Purchaser or any of its subsidiaries or, to the knowledge of Purchaser, any of the Item 3 Persons, on the one hand, and Turnstone or its affiliates, on the other hand, concerning a merger, consolidation or acquisition, tender offer or other acquisition of securities, an election of directors or a sale or other transfer of a material amount of assets during the past two years.

Notwithstanding the foregoing, in connection with the execution of the Merger Agreement, Purchaser entered into Support Agreements (as described in "The Tender Offer—Section 7. Summary of the Merger Agreement and Certain Other Agreements—Support Agreements") with each of the Support Agreement Parties (as defined in "The Tender Offer—Section 7. Summary of the Merger Agreement and Certain Other Agreements—Support Agreements") that are party to the Support Agreements, which parties in the aggregate, beneficially own approximately 28% of the outstanding Shares as of July 10, 2025.

**Available Information.** Purchaser is subject to the information and reporting requirements of the Exchange Act and in accordance therewith is obligated to file reports and other information with the SEC relating to its business, financial condition and other matters. Certain information, as of particular dates, concerning Purchaser's business, principal physical properties, capital structure, material pending litigation, operating results, financial condition, directors and officers (including their remuneration and stock options granted to them), the principal holders of Purchaser's securities, any material interests of such persons in transactions with Purchaser, and other matters is required to be disclosed in proxy statements and periodic reports distributed to Purchaser's stockholders and filed with the SEC. The SEC maintains an Internet website that contains reports, proxy statements and other information about issuers, such as Purchaser, who file electronically with the SEC. The address of that site is <https://www.sec.gov>. Purchaser also maintains an Internet website at <https://www.xoma.com>. The information contained in, accessible from or connected to Purchaser's website is not incorporated into, or otherwise a part of, this Offer to Purchase or any of Purchaser's filings with the SEC. The website addresses referred to in this paragraph are inactive text references and are not intended to be actual links to the websites.

## **7. SUMMARY OF THE MERGER AGREEMENT AND CERTAIN OTHER AGREEMENTS.**

### *Summary of the Merger Agreement.*

The following summary of certain provisions of the Merger Agreement and all other provisions of the Merger Agreement discussed herein are qualified by reference to the Merger Agreement itself, which is incorporated herein by reference. The Merger Agreement was filed as Exhibit 2.1 to the Current Report on

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Form 8-K that Turnstone filed with the SEC on June 27, 2025, as amended on July 1, 2025. The Merger Agreement may be examined, and copies may be obtained at the places and in the manner set forth in “The Tender Offer—Section 6. Certain Information Concerning Purchaser.” Stockholders and other interested parties should read the Merger Agreement for a more complete description of the provisions summarized below. Capitalized terms used herein and not otherwise defined have the respective meanings set forth in the Merger Agreement.

The Merger Agreement has been included to provide investors and security holders with information regarding its terms. It is not intended to provide any other factual information about Turnstone, Purchaser, Merger Sub or their respective subsidiaries and affiliates. The Merger Agreement contains representations and warranties by Turnstone, on the one hand, and Purchaser and Merger Sub, on the other hand, made solely for the benefit of the other. The assertions embodied in those representations and warranties are subject to qualifications and limitations agreed to by the respective parties in negotiating the terms of the Merger Agreement, including information in confidential disclosure schedules delivered in connection with the signing of the Merger Agreement. Moreover, certain representations and warranties in the Merger Agreement were made as of a specified date, may be subject to a contractual standard of materiality different from what might be viewed as material to investors, or may have been used for the purpose of allocating risk between Turnstone, on the one hand, and Purchaser and Merger Sub, on the other hand, rather than establishing matters as facts. Accordingly, the representations and warranties in the Merger Agreement should not be relied on by any persons as characterizations of the actual state of facts about Turnstone, Purchaser, Merger Sub or their respective subsidiaries or affiliates at the time they were made or otherwise. In addition, information concerning the subject matter of the representations and warranties may change after the date of the Merger Agreement, which subsequent information may or may not be fully reflected in Turnstone’s public disclosures.

*The Offer.* The Merger Agreement provides that Purchaser will commence the Offer no later than July 11, 2025. Purchaser’s obligation to accept for payment and pay for Shares validly tendered in the Offer is subject only to the satisfaction of the Minimum Tender Condition and the other Offer Conditions that are described in “The Tender Offer—Section 9. Conditions of the Offer.” Subject to the satisfaction of the Minimum Tender Condition and the other Offer Conditions that are described in “The Tender Offer—Section 9. Conditions of the Offer,” the Merger Agreement provides that Purchaser will, promptly after the applicable Expiration Date, as it may be extended pursuant to the terms of the Merger Agreement, irrevocably accept for payment and pay for all Shares validly tendered and not properly withdrawn pursuant to the Offer.

Pursuant to the terms of the Merger Agreement, the Offer Price consists of (i) a cash amount per share of \$0.34 (the “Cash Amount”), (ii) plus one non-transferable CVR for each Share, which represents the right to receive potential payments, in cash, described in, and subject to and in accordance with the terms and conditions of, the CVR Agreement, payable subject to any applicable tax withholding and without interest.

Purchaser expressly reserves the right, in its sole discretion, to: (i) waive, in whole or in part, any Offer Condition described in “The Tender Offer—Section 9. Conditions of the Offer”, other than the Minimum Tender Condition or the Termination Condition; and/or (ii) modify the terms of the Offer in a manner not inconsistent with the Merger Agreement, except that Turnstone’s consent is required for Purchaser to:

- (i) reduce the number of shares of Turnstone common stock subject to the Offer, (ii) reduce the Offer Price, (iii) waive, amend or modify the Termination Condition, (iv) add to the Offer Conditions or impose any other conditions on the Offer or amend, modify or supplement any Offer Condition in any manner adverse to the holders of Turnstone common stock, (v) except as otherwise provided in Section 2.01 of the Merger Agreement, terminate, or extend or otherwise amend or modify the expiration date of, the Offer, (vi) change the form or terms of consideration payable in the Offer, (vii) otherwise amend, modify or supplement any of the terms of the Offer in any manner adverse to the holders of Turnstone common stock or (viii) provide any “subsequent offering period” in accordance with Rule 14d-11 of the Exchange Act.

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The Merger Agreement provides that, unless the Merger Agreement has been validly terminated in accordance with its terms, Purchaser may elect to (and if so requested by Turnstone, will) extend the Offer: (A) for one or more consecutive increments of such duration as requested by Turnstone, but not more than ten business days each (or for such longer period as may be agreed to by Purchaser and Turnstone), if at the scheduled Expiration Date of the Offer (i) any of the Offer Conditions (as set forth in “The Tender Offer—Section 9. Conditions of the Offer”) shall not have been satisfied or waived, until such time as such conditions shall have been satisfied or waived, (ii) the determination of the Closing Net Cash and resolution of any dispute thereof has not been finalized in accordance with the terms of the Merger Agreement or (iii) if Turnstone has consummated a Permitted Disposition subsequent to its most recent delivery of the Closing Cash Schedule, to allow for the delivery of an updated Closing Cash Schedule pursuant to the Merger Agreement, and (B) Purchaser shall extend the Offer for the minimum period required by any rule, regulation or interpretation or position of the SEC or the staff thereof or Nasdaq applicable to the Offer; provided that Purchaser shall not be permitted or required to extend the Offer beyond the Outside Date.

Unless the Merger Agreement is terminated in accordance with its terms, Purchaser shall not terminate or withdraw the Offer prior to its scheduled expiration date (as may be extended pursuant to the terms of the Merger Agreement). In the event the Merger Agreement is validly terminated in accordance with its terms, Purchaser will promptly and irrevocably terminate the Offer and return, and will cause any depository acting on behalf of Purchaser to return, all tendered Shares to the registered holders thereof.

*Conversion of Capital Stock at the Effective Time* Except as provided in Section 3.08(b) and Section 3.08(d) of the Merger Agreement, each Share issued and outstanding immediately prior to the Effective Time shall be converted into the right to receive the Offer Price (the “Merger Consideration”) without interest, less any applicable tax withholding. As of the Effective Time, all such Shares shall no longer be outstanding and shall automatically be cancelled and shall cease to exist, and each holder of any such Shares shall cease to have any rights with respect thereto, except the right to receive the Merger Consideration in accordance with Section 3.08(c) of the Merger Agreement, without interest less any applicable tax withholding. For the avoidance of doubt, at the Effective Time, any repurchase rights of Turnstone or other similar restrictions on Shares shall lapse in full and will be of no further force or effect, and all Shares shall be fully vested as of the Effective Time.

Each share of Merger Sub’s capital stock issued and outstanding immediately prior to the Effective Time will be converted into and become one fully paid and nonassessable share of common stock, par value \$0.01 per share, of the Surviving Corporation.

*The Merger.* The Merger Agreement provides that, as soon as practicable following the Offer Closing Time and subject to the terms and conditions of the Merger Agreement, and in accordance with the DGCL, at the Effective Time, Merger Sub will be merged with and into Turnstone, the separate existence of Merger Sub will cease and Turnstone will continue as the Surviving Corporation in the Merger and a wholly owned subsidiary of Purchaser. The Merger will be effected under Section 251(h) of the DGCL. Accordingly, Purchaser, Merger Sub and Turnstone have agreed to take all necessary and appropriate action to cause the Merger to become effective as soon as practicable following the consummation of the Offer without a vote of Turnstone’s stockholders in accordance with Section 251(h) of the DGCL, upon the terms and subject to the satisfaction or waiver of the conditions to the Merger.

Immediately following the Effective Time, the certificate of incorporation of Turnstone will be amended and restated in its entirety to be in the form attached as Exhibit B to the Merger Agreement and, as so amended and restated, will be the certificate of incorporation of the Surviving Corporation.

Immediately following the Effective Time, the bylaws of Merger Sub as in effect immediately prior to the Effective Time will be the bylaws of the Surviving Corporation other than as set forth in the Merger Agreement.

*Treatment of Equity Awards.* Pursuant to the Merger Agreement, at the Effective Time, each Turnstone Stock Option that is then outstanding will be cancelled and terminated without consideration.

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As of immediately prior to the Offer Closing Time, each Turnstone Restricted Stock Unit that is then outstanding but not then vested will become immediately vested in full. At the Effective Time, each Turnstone Restricted Stock Unit that is then outstanding will be cancelled and the holder thereof will be entitled to receive (i) an amount in cash without interest, less any applicable tax withholding, equal to the Cash Amount (the “Restricted Stock Unit Cash Consideration”) and (ii) one CVR. Purchaser shall pay the Restricted Stock Unit Cash Consideration at or reasonably promptly after the Effective Time (but in no event later than five business days after the Effective Time).

Prior to the Effective Time, Turnstone shall take all reasonable actions required to (A) terminate Turnstone’s 2023 Employee Stock Purchase Plan, as of immediately prior to the Merger Closing Date and (B) provide that no new offering period shall commence after the date of the Merger Agreement.

Prior to the Effective Time, the Turnstone Board (or, if appropriate, any committee thereof administering any Company Plan (as defined in the Merger Agreement)) shall adopt such resolutions or take such action by written consent in lieu of a meeting, providing for the transactions contemplated by Section 3.10 of the Merger Agreement. Turnstone shall provide that, on and following the Effective Time, no holder of any Turnstone Stock Option or Turnstone Restricted Stock Units shall have the right to acquire any equity interest in Turnstone or the Surviving Corporation in respect thereof and each Company Plan shall terminate as of the Effective Time.

*Employee Matters.* Effective one day prior to the Effective Time, Turnstone will terminate or withdraw from participation in, as applicable, any and all 401(k) plans and any employee benefit plan within the meaning of Section 3(3) of ERISA whether or not subject to ERISA. If Turnstone participates in a 401(k) plan maintained by a PEO (a “PEO 401(k) Plan”), the Turnstone Board shall adopt resolutions to authorize (i) Turnstone’s withdrawal from participation in the PEO 401(k) Plan, (ii) Turnstone’s adoption of a single employer 401(k) plan (the “Spinoff 401(k) Plan”), (iii) the Spinoff 401(k) Plan’s acceptance of all assets and liabilities attributable to Turnstone participants from the PEO 401(k) Plan, and (iv) the termination of the Spinoff 401(k) Plan, all which shall be effective no later than the day immediately preceding the Offer Closing Time.

*Conditions to Each Party’s Obligation to Effect the Merger.* The obligation of Turnstone, Purchaser and Merger Sub to effect the Merger is subject to the satisfaction or waiver on or prior to the Closing Date of the following conditions:

(i) No Legal Restraints. No Judgment issued, or other legal restraint or prohibition imposed, in each case, by any Governmental Entity of competent jurisdiction, or Law, in each case, preventing or prohibiting the consummation of the Merger shall be in effect;

(ii) Consummation of the Offer. Purchaser shall have accepted for payment all shares of Turnstone common stock validly tendered and not properly withdrawn pursuant to the Offer; and

(iii) Moffitt Asset Purchase Agreement. All closing conditions pursuant to Section 2.03(b) through (d) under that certain Asset Purchase Agreement, dated as of June 26, 2025, by and between Turnstone and H. LEE Moffitt Cancer Center and Research Institute, Inc. shall have been satisfied, or if permitted by applicable law, waived.

*Turnstone Board Recommendation.* As described above, and subject to the provisions described below, the Turnstone Board has recommended that the stockholders of Turnstone accept the Offer and tender their Shares to Purchaser pursuant to the Offer. The foregoing recommendation is referred to herein as the “Turnstone Board Recommendation.” The Turnstone Board also agreed to include the Turnstone Board Recommendation with respect to the Offer in the Schedule 14D-9 and has permitted Purchaser to refer to such recommendation in this Offer to Purchase and documents related to the Offer.

*Reasonable Best Efforts.* Each of Turnstone, Purchaser and Merger Sub has agreed to use its reasonable best efforts to promptly take, or cause to be taken, all actions, and to do, or cause to be done, and to assist and cooperate with the other parties hereto in doing, all things necessary, proper or advisable to consummate and make effective, as promptly as reasonably practicable and in any event prior to the Outside Date, the Offer, the Merger and the other

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Transactions, including (i) causing each of the Offer Conditions and each of the conditions to the Merger set forth in Article VIII of the Merger Agreement to be satisfied, in each case as promptly as reasonably practicable after the Agreement Date, (ii) the obtaining of all necessary or advisable actions or non-actions, waivers and consents from, the making of all necessary registrations, declarations and filings with, and the taking of all reasonable steps as may be necessary to avoid a Proceeding by, any Governmental Entity with respect to the Merger Agreement or the Transactions, (iii) the defending or contesting of any Proceedings, whether judicial or administrative, challenging the Merger Agreement or the consummation of the Transactions, including seeking to have any stay or temporary restraining order entered by any court or other Governmental Entity vacated or reversed and (iv) the execution and delivery of any additional instruments necessary to consummate the Transactions and to fully carry out the purposes of the Merger Agreement. In addition and without limiting the foregoing, Turnstone and the Turnstone Board shall (A) take all action necessary to ensure that no restrictions on business combinations of any Takeover Law (as defined below) or similar statute or regulation is or becomes applicable to any Transaction or the Merger Agreement and (B) if the restrictions on business combinations of any Takeover Law or similar statute or regulation becomes applicable to any Transaction or the Merger Agreement, use its reasonable best efforts to take all action necessary to ensure that the Transactions may be consummated as promptly as practicable on the terms contemplated by the Merger Agreement and otherwise to minimize the effect of such statute or regulation on the Transactions and the Merger Agreement.

*Termination.* The Merger Agreement may be terminated prior to the Offer Closing Time as follows:

(a) by mutual written consent of Purchaser, Merger Sub and Turnstone;

(b) by either Purchaser or Turnstone:

(i) if (A) the Offer Closing Time shall not have occurred on or before 11:59 p.m., Eastern time, on October 26, 2025 (the Outside Date) or (B) the Offer shall have expired or been terminated in accordance with its terms and in accordance with the Merger Agreement without Purchaser having purchased any Shares pursuant thereto; provided that the right to terminate the Merger Agreement pursuant to Section 9.01(b)(i) of the Merger Agreement shall not be available to any party hereto if the failure of the Offer Closing Time to occur on or before the Outside Date (in the case of the foregoing clause (A)) or the failure of Purchaser to purchase any Shares pursuant to the Offer (in the case of the foregoing clause (B)) is primarily due to a material breach of the Merger Agreement by such party; or

(ii) if any Legal Restraint permanently preventing or prohibiting the consummation of the Offer or the Merger shall be in effect and shall have become final and non-appealable; provided that the right to terminate the Merger Agreement pursuant to Section 9.01(b)(ii) of the Merger Agreement shall not be available to any party hereto if such Legal Restraint is primarily due to such party's failure to comply in all material respects with its obligations under Section 7.02 of the Merger Agreement in respect of any such Legal Restraint;

(c) by Purchaser, if Turnstone breaches or fails to perform any of its representations, warranties or covenants contained in the Merger Agreement, which breach or failure to perform individually or in the aggregate with all such other breaches or failures to perform (i) would result in the failure of an Offer Condition and (ii) cannot be or has not been cured prior to the earlier of (x) 30 days after the giving of written notice to Turnstone of such breach or failure to perform and (y) the Outside Date; provided that Purchaser and Merger Sub are not then in material breach of the Merger Agreement;

(d) by Purchaser if an Adverse Recommendation Change has occurred;

(e) by Purchaser if a failure of the condition set forth in clause (vi) of Exhibit A of the Merger Agreement has occurred;

(f) by Turnstone, if (i) Purchaser fails to commence the Offer in violation of Section 2.01 of the Merger Agreement (other than due to a violation by Turnstone of its obligations under Section 2.02 of the Merger Agreement), (ii) Purchaser shall have terminated the Offer prior to its expiration date (as such expiration date may be extended in accordance with Section 2.01(a) of the Merger Agreement), other than in accordance with the Merger Agreement or (iii) all of the Offer Conditions have been satisfied or waived (other than those conditions

that by their nature are to be satisfied at the time Purchaser consummates the Offer, but subject to such conditions being able to be satisfied or waived) as of immediately prior to the expiration of the Offer and the Offer Closing Time shall not have occurred within five (5) business days following the expiration of the Offer;

(g) by Turnstone, if (i) (x) Purchaser or Merger Sub breaches any of its representations or warranties contained in the Merger Agreement, which breach had or would reasonably be expected to, individually or in the aggregate with all such other breaches, result in a Parent Material Adverse Effect or (y) Purchaser or Merger Sub breaches or fails to perform any of its covenants contained in the Merger Agreement in any material respect, and (ii) the applicable breach or failure to perform cannot be or has not been cured prior to the earlier of (x) thirty (30) days after the giving of written notice to Purchaser or Merger Sub of such breach or failure to perform and (y) the Outside Date; provided, in each case, that Turnstone is not then in material breach of the Merger Agreement; or

(h) by Turnstone, if (i) the Turnstone Board authorizes Turnstone to enter into a definitive written agreement constituting a Superior Company Proposal, (ii) the Turnstone Board have complied in all material respects with their obligations under Section 6.02(b) of the Merger Agreement in respect of such Superior Company Proposal and (iii) Turnstone has paid, or simultaneously with the termination of the Merger Agreement pays, the Termination Fee.

*Termination Fee.* Turnstone has agreed to pay Purchaser a termination fee of \$350,000 (the “Termination Fee”) if:

(i) Turnstone terminates the Merger Agreement pursuant to Section 9.01(h) of the Merger Agreement;

(ii) Purchaser terminates the Merger Agreement pursuant to Section 9.01(d) of the Merger Agreement; or

(iii) (A) after the Agreement Date, a *bona fide* Company Takeover Proposal is publicly proposed or announced or shall have become publicly known or otherwise communicated to management of Turnstone or the Turnstone Board, and such Company Takeover Proposal is not publicly withdrawn or, if not publicly proposed or announced, communicated to the Turnstone Board or management, is not withdrawn (x) in the case of the Merger Agreement being subsequently terminated pursuant to Section 9.01(b)(i) of the Merger Agreement, prior to the date that is four business days prior to the final expiration date of the Offer or (y) in the case of the Merger Agreement being subsequently terminated pursuant to Section 9.01(c) of the Merger Agreement as a result of a breach by Turnstone of a covenant in the Merger Agreement, prior to the time of the breach giving rise to such termination, (B) the Merger Agreement is terminated by (x) either Purchaser or Turnstone pursuant to Section 9.01(b)(i) of the Merger Agreement (but in the case of a termination by Turnstone, only if at such time Purchaser would not be prohibited from terminating the Merger Agreement pursuant to the proviso in Section 9.01(b)(i) of the Merger Agreement or (y) Purchaser pursuant to Section 9.01(c) of the Merger Agreement as a result of a breach by Turnstone of a covenant in the Merger Agreement, and (C) within 12 months after such termination, Turnstone consummates any Company Takeover Proposal or Turnstone enters into a definitive agreement with respect to any Company Takeover Proposal that is subsequently consummated.

For purposes of clauses (i) through (iii) above, the term “Company Takeover Proposal” shall have the meaning set forth in the definition of Company Takeover Proposal contained in Section 1.01 of the Merger Agreement except that all references to 20% shall be deemed references to 50%. Any fee due under Section 9.03(a) of the Merger Agreement shall be paid by wire transfer of same-day funds to an account designated by Purchaser, (1) in the case of clause (i), prior to or simultaneously with, and as a condition to the effectiveness of, such termination of the Merger Agreement, (2) in the case of clause (ii), within two business days after the date of such termination of the Merger Agreement and (3) in the case of clause (iii), within two business days after the consummation of such a transaction. The parties hereto acknowledge and agree that in no event shall Turnstone be required to pay the Termination Fee or the Expense Reimbursement Payment (as defined below) on more than one occasion, whether or not the Termination Fee may be payable under more than one provision of the Merger Agreement at the same or at different times and the occurrence of different events.

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Turnstone shall pay to Purchaser an expense reimbursement payment equal to the reasonable and documented out-of-pocket fees and expenses incurred by or on behalf of Purchaser or its Affiliates in connection with the transactions contemplated by the Merger Agreement and the CVR Agreement up to a maximum of \$350,000 (the “Expense Reimbursement Payment”) if Purchaser terminates the Merger Agreement pursuant to Section 9.01(e) of the Merger Agreement.

In the event Purchaser receives the Termination Fee or Expense Reimbursement Payment, such Termination Fee or Expense Reimbursement Payment will be deemed to be liquidated damages for any and all losses or damages suffered or incurred by Purchaser or Merger Sub and constitute their sole and exclusive remedy against Turnstone and its current, former or future stockholders and representatives for any loss suffered as a result of the failure of the Transactions to be consummated, and none of Turnstone and its current, former or future stockholders or representatives will have any further liability or obligation relating to or arising out of the Merger Agreement or the Transactions, except as otherwise provided in the Merger Agreement.

*Effect of Termination.* If the Merger Agreement is terminated pursuant to its terms, the Merger Agreement will become void and have no effect without any liability or obligation on the part of Purchaser or Merger Sub, on the one hand, or Turnstone, on the other hand, the last sentence of Section 7.01 of the Merger Agreement, Section 9.02 of the Merger Agreement, Section 9.03 of the Merger Agreement and Article X of the Merger Agreement, and any definitions contained in the Merger Agreement and referred to but not contained in any such provisions, which provisions and definitions shall survive such termination. Without limiting the generality of the foregoing, Purchaser acknowledges and agrees that any failure of Purchaser to satisfy its obligations to irrevocably accept for payment or pay for the Shares following satisfaction of the Offer Conditions, and any failure of Purchaser to cause the Merger to be effective following the satisfaction of the conditions set forth in Article VIII of the Merger Agreement, will be deemed to constitute a Willful Breach of a covenant of the Merger Agreement. In the event of any termination of the Merger Agreement resulting from a party’s fraud or Willful Breach by a party hereto of any representation, warranty or covenant set forth in the Merger Agreement, in which case such party shall be liable for each other party’s costs and expenses incurred in connection with enforcing the Merger Agreement by legal action against the first party for such Willful Breach to the extent such enforcement actions results in a judgment against the first party.

*Conduct of Business Pending the Merger.* Turnstone has agreed that, from the date of the Merger Agreement to the earlier of the Offer Closing Time and the termination of the Merger Agreement in accordance with its terms (the “Pre-Closing Period”), except as consented to in writing in advance by Purchaser (which consent shall not be unreasonably withheld, delayed or conditioned) or as otherwise specifically required by the Merger Agreement, Turnstone shall use commercially reasonable efforts to carry on its business in a manner in the ordinary course of business consistent with the Wind-Down Process. In addition, except as set forth in Section 6.01 of Turnstone’s disclosure schedule provided under the Merger Agreement or otherwise expressly and specifically permitted (including as pertains to or arises out of, or in connection with, any Permitted Disposition) or required by the Merger Agreement or the Wind-Down Process or required by applicable Law, during the Pre-Closing Period, neither Turnstone nor its subsidiaries shall do any of the following without the prior written consent of Purchaser (which consent shall not be unreasonably withheld, delayed or conditioned):

- (a) (i) enter into any new line of business or enter into any agreement, arrangement or commitment that is in excess of \$50,000 or materially limits or otherwise restricts Turnstone or its affiliates, including, following the Merger Closing, Purchaser and its affiliates (other than in the case of Purchaser and its affiliates, due to the operation of Purchaser’s or its affiliates’ own Contracts), from time to time engaging or competing in any line of business or in any geographic area or (ii) otherwise enter into any agreements, arrangements or commitments in excess of \$50,000 or imposing material restrictions on its assets, operations or business;
- (b) (i) declare, set aside, establish a record date in respect of, accrue or pay any dividends on, or make any other distributions (whether in cash, stock, equity securities or property) in respect of, any of its capital stock, (ii) split, combine or reclassify any of its capital stock or issue or authorize the issuance of any other securities in respect of, in lieu of or in substitution for shares of its capital stock or (iii) repurchase, redeem, offer to redeem or

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otherwise acquire, directly or indirectly any shares of capital stock of Turnstone or options, warrants, convertible or exchangeable securities, stock-based performance units or other rights to acquire any such shares of capital stock, except for (A) acquisitions of Shares in connection with the surrender of shares of Turnstone common stock by holders of Turnstone Stock Options and Turnstone Restricted Stock Units outstanding on the Agreement Date, in the case of Turnstone Stock Options, in order to pay the exercise price of Turnstone Stock Options, (B) the withholding of shares of Turnstone common stock to satisfy Tax obligations with respect to awards granted pursuant to the Turnstone Stock Plans outstanding on the Agreement Date, and (C) the acquisition by Turnstone of Turnstone Stock Options and Turnstone Restricted Stock Units in connection with the forfeiture of such awards, in each case, in accordance with their terms;

(c) issue, grant, deliver, sell, authorize, pledge or otherwise encumber any shares of its capital stock or options, warrants, convertible or exchangeable securities, stock-based performance units or other rights to acquire such shares or any other rights that give any person the right to receive any economic interest of any nature accruing to the holders of Turnstone common stock, other than the Turnstone Restricted Stock Units and issuances of Turnstone common stock upon the exercise of Turnstone Stock Options in accordance with their terms;

(d) amend its certificate of incorporation, bylaws or other comparable organizational documents (except for immaterial or ministerial amendments);

(e) form any subsidiary or acquire or agree to acquire, directly or indirectly, in a single transaction or a series of related transactions, whether by merging or consolidating with, or by purchasing a substantial equity interest in or a substantial portion of the assets of, or by any other manner, any assets outside of the ordinary course of business, any business or any corporation, partnership, limited liability company, joint venture, association or other business organization or division thereof or any other Person;

(f) except as required pursuant to the terms of any Company Benefit Plan as in effect on the Agreement Date, (i) adopt, enter into, establish, terminate, amend or modify any collective bargaining agreement, Company Benefit Plan (or plan or arrangement that would be a Company Benefit Plan if in effect on the Agreement Date), (ii) grant to any director, employee or individual service provider of Turnstone any increase in base compensation, (iii) grant to any director, employee or individual service provider of Turnstone any increase in severance or termination pay, (iv) pay or award, or commit to pay or award, any bonuses or incentive or equity compensation, (v) enter into any employment, retention, consulting, change in control, severance or termination agreement with any director, employee or individual service provider of Turnstone, (vi) take any action to vest or accelerate any rights or benefits under any Company Benefit Plan, or the funding of any payments or benefits under any Company Benefit Plan or (vii) hire or terminate (other than for cause) the employment or service of any employee or individual service provider;

(g) make any change in accounting methods, principles or practices, except as may be required (i) by GAAP (or any authoritative interpretation thereof), including pursuant to standards, guidelines and interpretations of the Financial Accounting Standards Board or any similar organization or (ii) by Law, including Regulation S-X promulgated under the Securities Act, in each case, as agreed to by Turnstone's independent public accountants;

(h) sell, lease (as lessor), license or otherwise transfer (including through any "spin-off"), or pledge, encumber or otherwise subject to any Lien (other than a Permitted Lien), any properties or assets (including Intellectual Property) except (i) sales or other dispositions of inventory and excess or obsolete properties or assets in the ordinary course of business, (ii) pursuant to Contracts to which Turnstone is a party made available to Purchaser and in effect prior to the Agreement Date or (iii) in accordance with the Wind-Down Process;

(i) other than in connection with a Permitted Disposition, sell, assign, lease, license, transfer, pledge, encumber or otherwise dispose of, permit to lapse or abandon, or, in the case of Trade Secrets, disclose to any third party, (i) any Trade Secret included in any Intellectual Property Rights owned by Turnstone or (ii) other than in accordance with the Wind-Down Process, any Intellectual Property Rights owned by Turnstone;

(j) (i) incur or modify the terms of (including by extending the maturity date thereof) any indebtedness for borrowed money or guarantee any such indebtedness of another Person, issue or sell any debt securities or warrants or other rights to acquire any debt securities of Turnstone, guarantee any debt securities of another



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Person, enter into any “keep well” or other agreement to maintain any financial statement condition of another Person or enter into any arrangement having the economic effect of any of the foregoing or (ii) make any loans, advances or capital contributions to, or investments in, any other Person;

(k) make or agree to make any capital expenditures;

(l) commence any Proceeding or pay, discharge, settle, compromise or satisfy (i) any pending or threatened claims, liabilities or obligations relating to a Proceeding (absolute, accrued, asserted or unasserted, contingent or otherwise), other than any such payment, discharge, settlement, compromise or satisfaction of a claim solely for money damages in the ordinary course of business in an amount not to exceed \$50,000 per payment, discharge, settlement, compromise or satisfaction or \$50,000 in the aggregate for all such payments, discharges, settlements, compromises or satisfactions, provided such amounts are taken into account in the calculation of Closing Net Cash or (ii) any litigation, arbitration, proceeding or dispute that relates to the Transactions (which shall be governed exclusively by Section 7.07 of the Merger Agreement);

(m) make, change or revoke any Tax election, change any annual Tax accounting period or adopt or change any method of Tax accounting, file any amended Tax Return, fail to timely file any Tax Return required to be filed (taking into account extensions obtained in the ordinary course of business) or pay any Tax that is due or payable, enter into any closing agreement within the meaning of Section 7121 of the Code (or any similar provision of state, local or foreign Law), settle or compromise any Tax liability or refund, incur any material liability for Taxes outside ordinary course of business, file any Tax Return other than on a basis consistent with past practice, consent to any extension or waiver of any limitation period with respect to any claim or assessment for Taxes, grant any power of attorney with respect to Taxes, enter into any Tax Sharing Agreement, or any closing or other similar agreement;

(n) amend, cancel or terminate any insurance policy naming Turnstone or its subsidiaries as an insured, a beneficiary or a loss payable payee without obtaining comparable substitute insurance coverage;

(o) adopt a plan or agreement of complete or partial liquidation or dissolution, merger, consolidation, restructuring, recapitalization or other reorganization (other than the Merger);

(p) except in the ordinary course of business or in connection with any transaction to the extent specifically permitted by any other subclause of Section 6.01 of the Merger Agreement, enter into, terminate or modify in any respect, or expressly release any rights under, any Turnstone Material Contract or any Contract that, if existing on the Agreement Date, would have been a Turnstone Material Contract;

(q) renew or enter into any agreement containing a non-compete, exclusivity, non-solicitation or similar clause that would restrict or limit, in any material respect, the operations of Turnstone or any of its subsidiaries; or

(r) authorize, commit or agree to take any of the foregoing actions.

*Access to Information.* Except if prohibited by any applicable Law, Turnstone shall afford to Purchaser and to Purchaser’s Representatives, reasonable access during normal business hours (under the supervision of appropriate personnel and in a manner that does not unreasonably interfere with the normal operation of the business of Turnstone) during the period prior to the earlier of the Effective Time or the termination of the Merger Agreement to its properties, books and records, Contracts and personnel, and, during such period, Turnstone shall furnish, as promptly as reasonably practicable, to Purchaser such information concerning its business, properties and personnel as Purchaser or Purchaser’s Representatives may reasonably request; provided that any such access shall be afforded and any such information shall be furnished at Purchaser’s expense. Notwithstanding the immediately preceding sentence, Turnstone shall not be required to afford access or furnish information to the extent (i) such information is subject to the terms of a confidentiality agreement with a third party entered into prior to the Agreement Date, (ii) such information relates to the applicable portions of the minutes of the meetings of the Turnstone Board (including any presentations or other materials prepared by or for the Turnstone Board) where the Turnstone Board discussed (or is information otherwise related to) (A) the Transactions or any similar transaction involving the sale of Turnstone, or a material portion of its assets, to, the license of a material portion of Turnstone’s assets to, or combination of Turnstone with, any other Person,

(B) any Company Takeover Proposal or (C) any Intervening Event, or (iii) Turnstone determines in good faith after consulting with counsel that affording such access or furnishing such information would jeopardize the attorney-client privilege of Turnstone, violate applicable Law or result in antitrust risk for Turnstone; provided that Turnstone will use its reasonable efforts to obtain any required consents for the disclosure of such information and take such other reasonable action (including entering into a joint defense agreement or similar arrangement to avoid loss of attorney-client privilege) with respect to such information as is necessary to permit disclosure to Purchaser without jeopardizing such attorney-client privilege or violating applicable Law, as applicable. All information exchanged pursuant to Section 7.01 of the Merger Agreement shall be subject to the confidentiality letter agreement dated April 16, 2025 between Turnstone and Purchaser, as amended.

*Stockholder Litigation.* During the Pre-Closing Period, Turnstone shall provide Purchaser an opportunity to review and to propose comments to all material filings or responses to be made by Turnstone in connection with any Proceedings commenced, or to the knowledge of Turnstone, threatened in writing, by or on behalf of one or more stockholders of Turnstone, against Turnstone and its directors relating to any Transaction, and Turnstone shall give reasonable and good faith consideration to any comments proposed by Purchaser. In no event shall Turnstone enter into, agree to or disclose any settlement with respect to such Proceedings without Purchaser's consent, such consent not to be unreasonably withheld, delayed or conditioned, except (i) to the extent such settlement is fully covered by Turnstone's insurance policies (other than any applicable deductible) or (ii) such settlement relates solely to the provision of additional disclosure in the Schedule 14D-9, but, in each case, only if such settlement would not result in the imposition of any restriction on the business or operations of Turnstone or its Affiliates. Turnstone shall notify Purchaser promptly of the commencement or written threat of any Proceedings of which it has received notice or become aware and shall keep Purchaser promptly and reasonably informed regarding any such Proceedings.

*Indemnification, Exculpation and Insurance.* All rights to indemnification and exculpation from liabilities for acts or omissions occurring at or prior to the Effective Time (and rights to advancement of expenses) now existing in favor of any Person who is or prior to the Effective Time becomes, or has been at any time prior to the Agreement Date, a director, officer, employee or agent (including as a fiduciary with respect to an employee benefit plan) of Turnstone or its predecessors (each, an "Indemnified Party") as provided in Turnstone's certificate of incorporation and bylaws or any indemnification agreement between such Indemnified Party and Turnstone that is in effect as of the Agreement Date and that has been made available to Purchaser (i) shall be assumed by the Surviving Corporation, without further action, at the Effective Time, (ii) shall survive the Merger, (iii) shall continue in full force and effect in accordance with their terms with respect to any claims against any such Indemnified Party arising out of such acts or omissions and (iv) for a period of six years following the Agreement Date, shall not be amended, repealed or otherwise modified in any manner that would adversely affect any right thereunder of any such Indemnified Party, and the Surviving Corporation shall be bound thereby to the fullest extent available under the DGCL or other applicable Law for a period of six years from the Effective Time, and any claim made pursuant to such rights within such six-year period shall continue to be subject to Section 7.03(a) of the Merger Agreement and the rights provided under Section 7.03(a) of the Merger Agreement until full and final disposition of such claim. Purchaser shall cause the Surviving Corporation to perform its obligations under Section 7.03(a) of the Merger Agreement.

*SEC Filings and Financial Statements.* Until the Effective Time, Turnstone (i) shall use best efforts to maintain its listing on Nasdaq and shall comply in all material respects with the applicable provisions of the Sarbanes-Oxley Act and the applicable current listing and governance rules and regulations of Nasdaq; (ii) shall file all reports and documents (including periodic reports on Form 10-K or 10-Q) with the SEC on a timely basis and in compliance with the applicable requirements of the Exchange Act, the Sarbanes-Oxley Act and all rules and regulations promulgated by the SEC thereunder; and (iii) shall prepare any financial statements (including any related notes, as well as pro forma financial statements) to be filed with any periodic reports in compliance in all material respects with the published rules and regulations of the SEC applicable thereto. Following the Merger Closing, the Surviving Corporation, at Purchaser's request, shall cooperate with Purchaser to obtain any consent from Turnstone's auditor for any SEC reports filed pursuant to the applicable requirements of the Exchange Act, the Sarbanes-Oxley Act and all rules and regulations promulgated by the SEC thereunder.

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*Stock Exchange Delisting and Deregistration.* The Surviving Corporation shall cause Turnstone's securities to be delisted from Nasdaq and de-registered under the Exchange Act as promptly as practicable following the Effective Time and in any event no more than ten days after the Merger Closing Date.

*Rule 16b-3 Matters.* Turnstone and the Turnstone Board have taken, and prior to the Effective Time, Purchaser will take, all steps as may be required to cause any dispositions or cancellations of Turnstone's equity securities in connection with the Merger Agreement or the Transactions by each individual who is a director or officer of Turnstone subject to Section 16 of the Exchange Act to be exempt under Rule 16b-3 under the Exchange Act.

*Anti-Takeover Provisions.* As of the Agreement Date, Turnstone is not party to a stockholder rights agreement, "poison pill" or similar anti-takeover agreement or plan. The Turnstone Board has taken all action necessary to render Section 203 of the DGCL and any other takeover, anti-takeover, moratorium, "fair price," "control share," or similar Law inapplicable to the Offer and the Merger. Assuming the accuracy of the representations and warranties set forth in Section 5.21 of the Merger Agreement, no restrictions of any other "business combination," "control share acquisition," "fair price," "moratorium" or other anti-takeover Laws (each, a "Takeover Law") apply or will apply to Turnstone pursuant to the Merger Agreement or the Transactions.

*Public Announcements.* Purchaser and Merger Sub, on the one hand, and Turnstone, on the other hand, shall consult with each other before issuing, and provide each other the opportunity to review and comment upon, any press release or other public statements with respect to the Offer, the Merger and the other Transactions, and shall not issue any such press release or make any such public statement prior to such consultation, except as may be required by applicable Law, court process or by obligations pursuant to any listing agreement with any national or foreign securities exchange; provided that the restrictions set forth in Section 7.05 of the Merger Agreement shall not apply to any release, announcement or disclosure made or proposed to be made by Turnstone with respect to a Company Takeover Proposal, Superior Company Proposal, Intervening Event, Adverse Recommendation Change or Intervening Event Adverse Recommendation Change that does not violate Section 6.02 of the Merger Agreement.

*Representations and Warranties.* This summary of the Merger Agreement has been included to provide investors with information regarding its terms. It is not intended to provide any other factual information about Purchaser, Merger Sub or Turnstone, their respective businesses, or the actual conduct of their respective businesses during the period prior to the consummation of the Offer or the Merger. The Merger Agreement contains representations and warranties that are the product of negotiations among the parties thereto and made to, and solely for the benefit of, each other as of the specified dates therein. The assertions embodied in those representations and warranties are subject to qualifications and limitations agreed to by the respective parties and are also qualified in important part by confidential disclosure scheduled delivered by Turnstone to Purchaser in connection with the Merger Agreement.

The representations and warranties were negotiated with the principal purpose of allocating risk among the parties to the agreements instead of establishing these matters as facts and may be subject to standards of materiality applicable to the contracting parties that differ from those applicable to investors.

In the Merger Agreement, Turnstone has made representations and warranties to Purchaser and Merger Sub with respect to, among other things:

- Due organization; subsidiaries
- Organizational documents
- Authority; execution and delivery; enforceability
- No vote required

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- Non-contravention; consents
- Capitalization
- SEC filings; financial statements
- Absence of changes
- Absence of undisclosed liabilities
- Title to assets
- Real property; leaseholds
- Intellectual property
- Agreements, contracts and commitments
- Compliance; permits; restrictions
- Legal proceedings; orders
- Tax matters
- Employee and labor matters; benefit plans
- Environmental matters
- Transactions with affiliates
- Insurance
- No financial advisors
- Anti-bribery
- Export control and sanctions compliance
- Hart-Scott Rodino Act
- Information supplied
- No rights agreement; anti-takeover provisions
- Opinion of financial advisor

Some of the representations and warranties in the Merger Agreement made by Turnstone are qualified as to “materiality” or a “Turnstone Material Adverse Effect.” For purposes of the Merger Agreement, a “Turnstone Material Adverse Effect” means any change, event, condition, development, circumstance, state of facts, effect or occurrence that has a material adverse effect on (i) the business, financial condition, assets, properties or results of operations of Turnstone or (ii) the ability of Turnstone to consummate the Transactions; provided that, for purposes of clause (i), none of the following shall be taken into account in determining whether there has been a Turnstone Material Adverse Effect: any change, event, condition, development, circumstance, state of facts, effect or occurrence to the extent resulting from or arising out of (A) general conditions (or changes therein) in the industries in which Turnstone operates, (B) general economic or regulatory, legislative or political conditions (or changes therein), including any actual or potential stoppage, shutdown, default or similar event or occurrence affecting a national or federal government, or securities, credit, banking, financial or other capital markets conditions (including changes generally in prevailing interest rates, currency exchange rates, credit markets or equity price levels or trading volumes), in each case, in the United States, the European Union or elsewhere in the world, (C) any change in applicable Law or GAAP after the date hereof, (D) geopolitical conditions, the outbreak or escalation of hostilities, any acts or threats of war (whether or not declared), sabotage or terrorism, or any escalation or worsening of any of the foregoing, (E) any epidemic, pandemic, disease outbreak or other public health-related event (or escalation or worsening of any such events or occurrences, including, in each case, the

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response of Governmental Officials), hurricane, tornado, flood, fire, volcano, earthquake or other natural or man-made disaster or any other national or international calamity, crisis or disaster, (F) the failure, in and of itself, of Turnstone to meet any internal or external forward-looking projections, forecasts, estimates or predictions in respect of any financial or operating metrics before, on or after the Agreement Date, or changes in the market price or trading volume of Turnstone common stock or the credit rating of Turnstone (it being understood that the underlying facts giving rise or contributing to such failure or change may be taken into account in determining whether there has been a Turnstone Material Adverse Effect if such facts are not otherwise excluded under this definition), (G) any Permitted Disposition and any actions required to effect the Permitted Disposition or to effect the Wind-Down Process; (H) any reduction in the amount of Turnstone's cash and cash equivalents as a result of expenditures made by Turnstone related to Wind-Down Process; (I) the announcement, pendency or performance of any of the Transactions, including the identity of, or any facts or circumstances relating to, Purchaser, Merger Sub or their respective Affiliates, any stockholder Proceeding (direct or derivative) in respect of the Merger Agreement or any of the Transactions and any loss of or change in relationship, contractual or otherwise, with any Governmental Entity, supplier, vendor, service provider, collaboration partner, licensor, licensee or any other party having business dealings with Turnstone (including the exercise, or prospective exercise, by any party of any rights that arise upon a change of control), or departure of any employees or officers, of Turnstone (provided that this clause (I) shall not apply to the representations and warranties set forth in Section 4.05 of the Merger Agreement or the condition set forth in clause (ii) of Exhibit A to the extent relating to such representations and warranties), (J) Turnstone's compliance with the covenants contained in the Merger Agreement, or (K) any action taken by Turnstone at Purchaser's express written request or with Purchaser's express written consent, except in the case of clause (A), (B), (C), (D) or (E), to the extent that Turnstone is disproportionately affected thereby as compared with other participants in the industries in which Turnstone operates (in which case the incremental disproportionate impact or impacts may be taken into account in determining whether there has been a Turnstone Material Adverse Effect).

In the Merger Agreement, Purchaser and Merger Sub have made representations and warranties to Turnstone with respect to:

- Organization, standing and power
- Merger Sub
- Authority; execution and delivery; enforceability
- No conflicts; consents
- Information supplied
- Brokers
- Litigation
- Ownership of the Turnstone common stock
- Sufficient funds
- Competing businesses
- No foreign person

Some of the representations and warranties in the Merger Agreement made by Purchaser and Merger Sub are qualified as to "materiality" or a "Parent Material Adverse Effect." For purposes of the Merger Agreement, a "Purchaser Material Adverse Effect" means any change, effect, event or occurrence that prevents Purchaser or Merger Sub from consummating the Offer, the Merger and the other Transactions on or before the Outside Date.

None of the representations, warranties, covenants or agreements in the Merger Agreement or in any instrument delivered pursuant to the Merger Agreement will survive the Effective Time, other than those covenants or agreements of the parties which by their terms apply, or are to be performed in whole or in part, after the Effective Time.

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*Specific Performance.* The parties have acknowledged and agreed that irreparable damage would occur in the event that any of the provisions of the Merger Agreement were not performed in accordance with their specific terms or were otherwise breached, and that monetary damages, even if available, would not be an adequate remedy therefor. It is accordingly agreed that the parties hereto shall be entitled to an injunction or injunctions, any other appropriate form of equitable relief, to prevent breaches of the Merger Agreement and to enforce specifically the performance of the terms and provisions of the Merger Agreement in the courts of the State of Delaware without proof of damages or otherwise (and each party has waived any requirement for the securing or posting of any bond in connection with such remedy), this being in addition to any other remedy to which they are entitled at law or in equity. The parties have further agreed not to assert that a remedy of specific enforcement is unenforceable, invalid, contrary to law or inequitable for any reason, nor to assert that a remedy of monetary damages would provide an adequate remedy.

*Expenses.* Except as otherwise provided in the Merger Agreement, all fees and expenses incurred in connection the Merger Agreement and the Offer, the Merger and the other Transactions shall be paid by the party incurring such fees or expenses, whether or not the Offer or the Merger is consummated.

*Offer Conditions.* The Offer Conditions are described in “The Tender Offer—Section 9. Conditions of the Offer.”

*CVR Agreement.* At or prior to the Offer Closing Time, Purchaser, Merger Sub, the rights agent (the Rights Agent) and the representative of the holders of the CVRs (the Representative) will enter into the CVR Agreement, governing the terms of the CVRs. Each CVR will represent a contractual right to receive contingent cash payments equal to a pro rata share of the CVR Proceeds.

The CVRs are not deferred cash payments to Turnstone stockholders, but instead are contractual rights to receive one or more payments in cash, contingent upon receipt of CVR Proceeds. Turnstone stockholders will be paid promptly in compliance with the prompt payment rules following receipt of any CVR Proceeds. The rights of holders of CVRs will be fixed under the CVR Agreement. The CVRs represent the binding obligations of Purchaser under the CVR Agreement, and pursuant to Section 10.05 of the Merger Agreement, the holders of CVRs are intended third-party beneficiaries of the rights expressly provided for their benefit in the CVR Agreement. The offeror estimates that the amount that will be payable (on a pre-tax basis) under the CVRs will be approximately \$0.03 per CVR.

The CVR Agreement provides the holders of CVRs certain contractual rights against Purchaser and the Rights Agent. The consent of the holders of at least 35% of the outstanding CVRs (the Acting Holders) is required any amendments to the CVR Agreement for the purpose of adding, eliminating or changing provisions therein. The Acting Holders also have the right, on behalf of all holders of CVRs, to institute any action or proceeding with respect to CVR Agreement, though no individual holder will be entitled to exercise such rights independently.

The right to payments under the CVRs as evidenced by the CVR Agreement is a contractual right only and will not be transferable, except in the limited circumstances specified in the CVR Agreement, including: (i) upon death of the holder by will or intestacy; (ii) pursuant to a court order; (iii) by operation of law (including a consolidation or merger) or without consideration in connection with the dissolution, liquidation or termination of any corporation, limited liability company, partnership or other entity; (iv) in the case of CVRs held in book-entry or other similar nominee form, from a nominee to a beneficial owner and, if applicable, through an intermediary, to the extent allowable by the Depository Trust Company (“DTC”); or (v) that CVRs may be abandoned. The CVRs are not securities, and therefore, will not be registered with the SEC.

The foregoing description of the CVR Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the form of the CVR Agreement, which is filed as Exhibit (d)(3) of the Schedule TO.

*Support Agreements.* In connection with the execution of the Merger Agreement, Purchaser and Merger Sub entered into support agreements (the “Support Agreements”) with certain of Turnstone’s stockholders (the “Support Agreement Parties”). The Support Agreements provide that, among other things, the Support Agreement Parties irrevocably tender the Shares held by them in the Offer, upon the terms and subject to the conditions of such agreements. The Shares subject to the Support Agreements comprise approximately 28% of the outstanding Shares as of July 10, 2025. The Support Agreements will terminate upon certain circumstances, including upon termination of the Merger Agreement or if the Turnstone Board votes to approve a superior proposal or a change in the recommendation of the Turnstone Board, as applicable, with respect to certain intervening events.

This summary and description of the material terms of the Support Agreements does not purport to be complete and is qualified in its entirety by reference to the Form of Tender and Support Agreement, which is filed as Exhibit (d)(6) to the Schedule TO and is incorporated by reference herein.

*Confidentiality Agreement.* On April 16, 2025, Turnstone and Purchaser, entered into a confidentiality agreement (the “Confidentiality Agreement”), pursuant to which Purchaser agreed, subject to certain exceptions, to keep confidential all proprietary, nonpublic and/or confidential information about the other party, its affiliates or subsidiaries and/or its business furnished in connection with a possible negotiated transaction. Purchaser’s obligations under the Confidentiality Agreement will expire seven years after the date of the Confidentiality Agreement.

This summary and description of the material terms of the Confidentiality Agreement does not purport to be complete and is qualified in its entirety by reference to the Confidentiality Agreement, which is filed as Exhibit (d)(2) to the Schedule TO and is incorporated by reference herein.

## **8. SOURCE AND AMOUNT OF FUNDS.**

The Offer is not conditioned upon Purchaser’s ability to finance the purchase of Shares pursuant to the Offer. Purchaser estimates that the total amount of funds required to consummate the Merger (including payments for the Turnstone Restricted Stock Units) pursuant to the Merger Agreement and to purchase all of the Shares pursuant to the Offer and the Merger Agreement is approximately \$7.9 million. We do not believe our financial condition is relevant to your decision whether to tender your Shares and accept the Offer because: (i) the Offer is being made for all outstanding Shares solely for cash and CVRs; (ii) the Offer is not subject to any financing condition; and (iii) if we consummate the Offer, we will acquire all remaining Shares for the same price in the Merger. Payments to be made pursuant to the CVRs, if any, will be made with the CVR Proceeds, if any. See “The Tender Offer—Section 7. Summary of the Merger Agreement and Certain Other Agreements—CVR Agreement.” Holders of the CVRs will have no greater rights against Purchaser than those accorded to general unsecured creditors of Purchaser.

## **9. CONDITIONS OF THE OFFER.**

Notwithstanding any other term of the Offer or the Agreement, Purchaser shall not be required to accept for payment or, subject to any applicable rules and regulations of the SEC, including Rule 14e-1(c) under the Exchange Act (relating to Purchaser’s obligation to pay for or return tendered Shares promptly after the termination or withdrawal of the Offer), pay for any shares of Turnstone common stock tendered pursuant to the Offer (and not theretofore accepted for payment or paid for) unless there shall have been validly tendered in the Offer (and not properly withdrawn) prior to the expiration of the Offer that number of shares of Turnstone common stock (excluding shares tendered pursuant to guaranteed delivery procedures that have not yet been “received” by the “depository,” as such terms are defined by Section 251(h) of the DGCL) that, represent at least one Share more than 50% of the number of Turnstone common stock that are then issued and outstanding as of the expiration of the Offer, which we refer to as the Minimum Tender Condition.

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Furthermore, notwithstanding any other term of the Offer or the Merger Agreement, Purchaser shall not be required to accept for payment or, subject as aforesaid, to pay for any shares of Turnstone common stock not theretofore accepted for payment or paid for if, at the then-scheduled expiration of the Offer, any of the following conditions exists:

- (i) there shall be any Legal Restraint in effect preventing or prohibiting the consummation of the Offer, the Merger or any of the other transactions contemplated by the Merger Agreement;
- (ii) (A) any representation or warranty of Turnstone set forth in Article IV (other than those set forth in Section 4.01 of the Merger Agreement (Due Organization, Subsidiaries), Section 4.03 of the Merger Agreement (Authority; Execution and Delivery; Enforceability), Section 4.04 of the Merger Agreement (No Vote Required), Section 4.05(a) of the Merger Agreement (Non-Contravention), Section 4.06 of the Merger Agreement (Capitalization), Section 4.08(b) of the Merger Agreement (No Material Adverse Effect), Section 4.21 of the Merger Agreement (No Financial Advisors) and Section 4.27 (Opinion of Financial Advisors)) shall not be true and correct as of the Agreement Date and at and as of the Offer Closing Time as if made on and as of the Offer Closing Time, except to the extent such representation or warranty expressly relates to a specified date (in which case on and as of such specified date), other than for such failures to be true and correct that have not had or would not reasonably be expected to have, individually or in the aggregate, a Turnstone Material Adverse Effect (for purposes of determining the satisfaction of this condition, without regard to any qualifications or exceptions contained therein as to “materiality” or “Turnstone Material Adverse Effect”);  
(B) any representation or warranty of Turnstone set forth in Section 4.01 of the Merger Agreement (Due Organization, Subsidiaries), Section 4.03 of the Merger Agreement (Authority; Execution and Delivery; Enforceability), Section 4.04 of the Merger Agreement (No Vote Required), Section 4.05(a) of the Merger Agreement (Non-Contravention), Sections 4.06(b), (d), (e) and (f) of the Merger Agreement (Capitalization), Section 4.21 of the Merger Agreement (No Financial Advisors) and Section 4.27 (Opinion of Financial Advisors), and the Closing Cash Schedule shall not be true and correct in all material respects as of the Agreement Date and at and as of the Offer Closing Time as if made on and as of the Offer Closing Time, except to the extent such representation or warranty expressly relates to a specified date (in which case on and as of such specified date);  
(C) any representation or warranty of Turnstone set forth in Sections 4.06(a) and (c) of the Merger Agreement (Capitalization) shall not be true and correct other than in de minimis respects at and as of such time, except to the extent such representation or warranty expressly relates to a specified date (in which case on and as of such specified date); and  
(D) any representation or warranty of Turnstone set forth in Section 4.08(b) of the Merger Agreement (No Material Adverse Effect) shall not be true and correct in all respects as of such time;
- (iii) Turnstone shall have failed to perform in all material respects the obligations to be performed by it as of such time under the Merger Agreement, including without limitation Turnstone’s obligations under Section 6.01 of the Merger Agreement;
- (iv) Purchaser shall have failed to receive from Turnstone a certificate, dated as of the date on which the Offer expires and signed by an executive officer of Turnstone, certifying to the effect that the Offer Conditions set forth in clauses (ii) and (iii) have been satisfied as of immediately prior to the expiration of the Offer;
- (v) the Merger Agreement shall have been validly terminated in accordance with its terms (the “Termination Condition”); or
- (vi) the Closing Net Cash as finally determined pursuant to Section 2.01(c) of the Merger Agreement is less than \$2,000,000.

The foregoing conditions shall be in addition to, and not a limitation of, the rights of Purchaser to extend, terminate or modify the Offer and are described herein.



The foregoing conditions are for the sole benefit of Purchaser and, subject to the terms and conditions of the Merger Agreement and the applicable rules and regulations of the SEC, may be waived by Purchaser in whole or in part at any time and from time to time prior to the expiration of the offer in its sole discretion (other than the Minimum Tender Condition and the Termination Condition, which may not be waived by Purchaser). Such rights of termination are described above in “The Tender Offer—Section 7. Summary of the Merger Agreement and Certain Other Agreements—Summary of the Merger Agreement—Termination.” The failure by Purchaser or any other Affiliate of Purchaser at any time to exercise any of the foregoing rights shall not be deemed a waiver of any such right, the waiver of any such right with respect to particular facts and circumstances shall not be deemed a waiver with respect to any other facts and circumstances and each such right shall be deemed an ongoing right that may be asserted at any time and from time to time.

#### **10. DIVIDENDS AND DISTRIBUTIONS.**

The Merger Agreement provides that Turnstone will not (subject to certain exceptions), between the date of the Merger Agreement and the Effective Time, declare, set aside or pay any dividends on, or make any other distributions (whether in cash, stock or property) in respect of, any of its capital stock (including the Shares). See “Special Factors—Section 3. Price Range of Shares; Dividends” and “The Tender Offer—Section 7. Summary of the Merger Agreement and Certain Other Agreements—Conduct of Business Pending the Merger.”

#### **11. CERTAIN LEGAL MATTERS; REGULATORY APPROVALS.**

**General.** Except as otherwise set forth in this Offer to Purchase, based on Purchaser’s review of publicly available filings by Turnstone with the SEC and other information regarding Turnstone, Purchaser is not aware of any licenses or other regulatory permits which appear to be material to the business of Turnstone and which might be adversely affected by the acquisition of Shares by Purchaser pursuant to the Offer or of any approval or other action by any governmental, administrative or regulatory agency or authority which would be required for the acquisition or ownership of Shares by Purchaser pursuant to the Offer. In addition, except as set forth below, Purchaser is not aware of any filings, approvals or other actions by or with any governmental body or administrative or regulatory agency that would be required for Purchaser’s acquisition or ownership of the Shares. Should any such approval or other action be required, Purchaser has agreed to use reasonable best efforts to, in the most expeditious manner practicable, obtain all necessary actions or nonactions, waivers, consents, approvals, orders and authorizations from governmental entities, make all necessary registrations, declarations and filings and make all commercially reasonable efforts to obtain an approval or waiver from, or to avoid any action by, any governmental entity. The parties currently expect that such approval or action, except as described below under “Takeover Laws,” would be sought or taken. There can be no assurance that any such approval or action, if needed, would be obtained or, if obtained, that it will be obtained without substantial conditions; and there can be no assurance that, in the event that such approvals were not obtained or such other actions were not taken, adverse consequences might not result to Turnstone’s or Purchaser’s business or that certain parts of Turnstone’s or Purchaser’s business might not have to be disposed of or held separate. In such an event, we may not be required to purchase any Shares in the Offer. See “The Tender Offer—Section 9. Conditions of the Offer.”

**Antitrust.** Based on a review of the information currently available relating to the businesses in which Purchaser and Turnstone are engaged and the consideration to be paid for the Shares, Purchaser and Merger Sub have determined that no mandatory antitrust premerger notification filing or waiting period under Hart-Scott Rodino Antitrust Improvements Act of 1976 (as amended, the “HSR”) and the rules and regulations promulgated thereunder is required, and therefore HSR clearance is not a condition to the consummation of the Offer or the Merger.

Based upon an examination of publicly available and other information relating to the businesses in which Turnstone is engaged, Purchaser believes that the acquisition of Shares in the Offer (and the Merger) should not violate applicable antitrust laws. Nevertheless, Purchaser cannot be certain that a challenge to the Offer (and the Merger) on antitrust grounds will not be made, or, if such challenge is made, what the result will be. See “The Tender Offer—Section 9. Conditions of the Offer.”

**Stockholder Approval Not Required.** Assuming the Offer and the Merger are consummated in accordance with Section 251(h) of the DGCL, Turnstone has represented in the Merger Agreement that execution, delivery and performance of the Merger Agreement by Turnstone and the consummation by Turnstone of the Offer and the Merger have been duly validly authorized by all necessary corporate action on the part of Turnstone, and no other corporate proceedings on the part of Turnstone are necessary to authorize the Merger Agreement or to consummate the Offer and the Merger. Section 251(h) of the DGCL provides that stockholder approval of a merger is not required if certain requirements are met, including that: (i) the acquiring company consummates an offer for all of the outstanding stock of the company to be acquired that, absent Section 251(h) of the DGCL, would be entitled to vote on such merger; (ii) following the consummation of such tender offer, the stock irrevocably accepted for purchase pursuant to the offer, together with the stock otherwise owned by the consummating company and its affiliates and any “rollover stock” (as defined in Section 251(h) of the DGCL), equals at least such percentage of the stock of the company to be acquired that, absent Section 251(h) of the DGCL, would be required to adopt the merger agreement; and (iii) the stockholders at the time of the merger receive the same consideration for their stock in the merger as was payable in the tender offer. If the Minimum Tender Condition is satisfied and we accept Shares for payment pursuant to the Offer, we will hold a sufficient number of Shares to ensure that Turnstone will not be required to submit the adoption of the Merger Agreement to a vote of its stockholders. Following the consummation of the Offer and subject to the satisfaction of the remaining conditions set forth in the Merger Agreement, Purchaser, Merger Sub and Turnstone will take all necessary and appropriate action to effect the Merger as promptly as practicable without a meeting of stockholders of Turnstone in accordance with Section 251(h) of the DGCL. See “Special Factors—Section 2. Purpose of the Offer and Plans for Turnstone” and “The Tender Offer—Section 7. Summary of the Merger Agreement and Certain Other Agreements.”

**Takeover Laws.** A number of states (including Delaware, where Turnstone is incorporated) have adopted takeover laws and regulations which purport, to varying degrees, to be applicable to attempts to acquire securities of corporations which are incorporated in such states or which have substantial assets, stockholders, principal executive offices or principal places of business therein.

As a Delaware corporation, Turnstone has not opted out of Section 203 of the DGCL. In general, Section 203 of the DGCL would prevent an “interested stockholder” (generally defined in Section 203 of the DGCL as a person beneficially owning 15% or more of a corporation’s voting stock and the affiliates and associates of such person) from engaging in a “business combination” (as defined in Section 203 of the DGCL) with a Delaware corporation for three years following the time such person became an interested stockholder unless, among other exceptions: (i) before such person became an interested stockholder, the board of directors of the corporation approved the transaction in which the interested stockholder became an interested stockholder or approved the business combination; (ii) upon consummation of the transaction which resulted in the interested stockholder becoming an interested stockholder, the interested stockholder owned at least 85% of the voting stock of the corporation outstanding at the time the transaction commenced (excluding for purposes of determining the number of shares of outstanding stock (but not the outstanding voting stock owned by the interested stockholder) held by directors who are also officers and by employee stock plans that do not allow plan participants to determine confidentially whether to tender shares); or (iii) following the transaction in which such person became an interested stockholder, the business combination is: (A) approved by the board of directors of the corporation; and (B) authorized at a meeting of stockholders by the affirmative vote of the holders of at least 66 2/3% of the outstanding voting stock of the corporation not owned by the interested stockholder. The restrictions on business combinations contained in Section 203 of the DGCL also do not apply, among other possibilities, (i) to corporations that do not have a class of voting stock listed on a national securities exchange or held of record by more than 2,000 stockholders (unless the corporation’s certificate of incorporation expressly provides otherwise) or (ii) to interested stockholders who became interested stockholders at a time when the restrictions on business combinations did not apply because of the foregoing clause (i).

Turnstone has represented to us in the Merger Agreement that the Turnstone Board has taken all actions so that the restrictions applicable to business combinations contained in Section 203 of the DGCL are not, and will not be, applicable to the execution, delivery or performance of the Merger Agreement and the timely consummation of the

Offer and the Merger and will not restrict, impair or delay the ability of Purchaser, after the Offer Closing Time, to vote or otherwise exercise all rights as a stockholder of Turnstone. Purchaser has not attempted to comply with any other state takeover statutes in connection with the Offer or the Merger. Purchaser reserves the right to challenge the validity or applicability of any state law allegedly applicable to the Offer, the Merger or the Merger Agreement, and nothing in this Offer to Purchase or any action taken in connection herewith is intended as a waiver of that right. In the event that it is asserted that one or more takeover statutes apply to the Offer, the Merger or the Merger Agreement, and it is not determined by an appropriate court that such statute or statutes do not apply or are invalid as applied to the Offer, the Merger or the Merger Agreement, as applicable, Purchaser may be required to file certain documents with, or receive approvals from, the relevant state authorities, and Purchaser might be unable to accept for payment or purchase Shares tendered pursuant to the Offer or be delayed in continuing or consummating the Offer. In such case, Purchaser may not be obligated to accept for purchase, or pay for, any Shares tendered. See “The Tender Offer—Section 9. Conditions of the Offer.”

**Appraisal Rights.** No appraisal rights are available to the holders of Shares in connection with the Offer. However, if the Offer is successful and the Merger is consummated, stockholders of record or beneficial owners of Turnstone who: (i) did not tender their Shares in the Offer (or who had tendered but subsequently validly withdrawn such tender, and not otherwise waived their appraisal rights); (ii) otherwise comply with the applicable requirements and procedures of Section 262 of the DGCL; and (iii) do not thereafter withdraw their demand for appraisal of such Shares or otherwise lose their appraisal rights, in each case in accordance with the DGCL, will be entitled to demand appraisal of their Shares and receive in lieu of the consideration payable in the Merger a cash payment equal to the “fair value” of their Shares, as determined by the Delaware Court of Chancery, in accordance with Section 262 of the DGCL, if certain conditions are met. If you choose to exercise your appraisal rights in connection with the Merger and you properly demand and perfect such rights in accordance with Section 262 of the DGCL, you may be entitled to payment for your Shares based on a judicial determination of the fair value of your Shares plus interest, if any, on the amount determined to be fair value.

The following discussion is not a complete statement of the law pertaining to appraisal rights under the DGCL and is qualified in its entirety by the full text of Section 262 of the DGCL, a copy of which may be accessed without subscription or cost at the following publicly available website: <https://delcode.delaware.gov/title8/c001/sc09/index.html#262>. All references in Section 262 of the DGCL and in this summary to a (i) “stockholder” are to the record holder of Shares unless otherwise expressly noted herein, (ii) “beneficial owner” are to a person who is the beneficial owner of Shares held either in voting trust or by a nominee on behalf of such person, and (iii) “person” are to an individual, corporation, partnership, unincorporated association or other entity. Stockholders and beneficial owners of Shares should carefully review the full text of Section 262 of the DGCL as well as the information discussed herein. Stockholders and beneficial owners of Shares should assume that Turnstone will take no action to perfect any appraisal rights of any person.

The “fair value” of the Shares as determined by the Delaware Court of Chancery could be based upon considerations other than, or in addition to, the price paid in the Offer and the Merger and the market value of such Shares. Stockholders and beneficial owners of Shares should recognize that the value determined in an appraisal proceeding of the Delaware Court of Chancery could be higher or lower than, or the same as, the Offer Price and that an investment banking opinion as to the fairness, from a financial point of view, of the consideration payable in a sale transaction, such as the Offer and the Merger, is not an opinion as to, and does not otherwise address, fair value under the DGCL. Moreover, Purchaser and Turnstone may argue in an appraisal proceeding that, for purposes of such proceeding, the “fair value” of such Shares is less than the Offer Price.

**Any person who desires to exercise his, her or its appraisal rights should review carefully Section 262 of the DGCL and is urged to consult his, her or its legal advisor before electing or attempting to exercise such rights.**

Under Section 262 of the DGCL, if a merger is approved under Section 251(h) of the DGCL, either a constituent corporation before the effective date of the merger, or the surviving corporation within 10 days thereafter, must notify each of the holders of any class or series of stock of such constituent corporation who are

entitled to appraisal rights of the approval of the merger or consolidation and that appraisal rights are available for any or all shares of such class or series of stock of such constituent corporation, and shall include in such notice either a copy of Section 262 of the DGCL or information directing the stockholders to a publicly available electronic resource at which Section 262 of the DGCL may be accessed without subscription or cost. **THE SCHEDULE 14D-9 CONSTITUTES THE FORMAL NOTICE OF APPRAISAL RIGHTS UNDER SECTION 262 OF THE DGCL. FAILURE TO FOLLOW THE STEPS REQUIRED BY SECTION 262 OF THE DGCL FOR EXERCISING AND PERFECTING APPRAISAL RIGHTS WILL RESULT IN THE LOSS OF SUCH RIGHTS.**

As discussed in the Schedule 14D-9, stockholders and beneficial owners of Shares wishing to exercise the right to seek an appraisal of their Shares under Section 262 of the DGCL must do ALL of the following:

- within the later of the consummation of the Offer (which will occur at the date and time of the acceptance for payment of Shares pursuant to and subject to the conditions of the Offer) and 20 days after the Schedule 14D-9 is provided, deliver to Turnstone at the address indicated in the Schedule 14D-9 a written demand for appraisal of their Shares, which demand must reasonably inform Turnstone of the identity of the person seeking appraisal and that the person is demanding appraisal and, in the case of a demand made by a beneficial owner of Shares, must also reasonably identify the holder of record of the Shares for which the demand is made, be accompanied by documentary evidence of such beneficial owner's beneficial ownership of stock and a statement that such documentary evidence is a true and correct copy of what it purports to be, and provide an address at which such beneficial owner consents to receive notices given by the surviving corporation and to be set forth on the verified list required by subsection (f) of Section 262 of the DGCL;
- not tender his, her or its Shares pursuant to the Offer (or, if tendered, validly and subsequently withdraw such Shares prior to the time Purchaser accepts properly tendered Shares for purchase); and
- continuously hold of record or beneficially own, as applicable, the Shares from the date on which the written demand for appraisal is made through the Effective Time.

Any stockholder who sells Shares in the Offer will not be entitled to exercise appraisal rights with respect thereto but rather will receive the Offer Price, subject to the terms and conditions of the Merger Agreement, as well as the Offer to Purchase and related Letter of Transmittal, as applicable.

The preservation and exercise of appraisal rights require strict and timely adherence to the applicable provisions of Delaware law which will be set forth in their entirety in the Schedule 14D-9.

The information provided above is for informational purposes only with respect to your alternatives if the Merger is consummated. Any person who desires to exercise his, her or its appraisal rights should review carefully Section 262 of the DGCL and is urged to consult his, her or its legal advisor before electing or attempting to exercise such rights. The foregoing summary does not constitute any legal or other advice nor does it constitute a recommendation that Turnstone stockholders or beneficial owners of Shares exercise appraisal rights under Section 262 of the DGCL.

If you tender your Shares into the Offer, you will not be entitled to exercise appraisal rights with respect to your Shares but, instead, subject to the conditions to the Offer, you will receive the Offer Price for your Shares.

**“Going Private” Transactions.** Rule 13e-3 under the Exchange Act is applicable to certain “going private” transactions and may under certain circumstances be applicable to the Merger. However, Rule 13e-3 will be inapplicable if: (i) the Shares are deregistered under the Exchange Act prior to the Merger or another business combination; or (ii) the Merger or other business combination is consummated within one year after the purchase of the Shares pursuant to the Offer and the amount paid per Share in the Merger or other business combination is at least equal to the amount paid per Share in the Offer. Purchaser does not believe that Rule 13e-3 will be applicable to the Merger.

**Litigation.** There have been no lawsuits filed against Turnstone, the Turnstone Board, Purchaser or Merger Sub in connection with the Offer. Lawsuits may be filed against Turnstone and the Turnstone Board, and lawsuits may be filed against Purchaser and Merger Sub, in connection with the Offer, the Merger and the related disclosures. Absent new or different allegations that are material, Purchaser and Merger Sub will not, and understand that Turnstone will not, necessarily announce such filings.

## **12. FEES AND EXPENSES.**

Purchaser has retained the Depositary and Paying Agent and the Information Agent in connection with the Offer. The Depositary and Paying Agent and the Information Agent will receive customary compensation, reimbursement for reasonable out-of-pocket expenses and indemnification against certain liabilities in connection with the Offer, including certain liabilities under the federal securities laws.

As part of the services included in such retention, the Information Agent may contact holders of Shares by personal interview, mail, electronic mail, telephone, telex, telegraph and other methods of electronic communication and may request brokers, dealers, commercial banks, trust companies and other nominees to forward the Offer materials to beneficial holders of Shares.

Except as set forth above, Purchaser will not pay any fees or commissions to any broker or dealer or other person for soliciting tenders of Shares pursuant to the Offer. Brokers, dealers, commercial banks and trust companies will upon request be reimbursed by us for customary mailing and handling expenses incurred by them in forwarding the offering material to their customers.

## **13. MISCELLANEOUS.**

The Offer is being made to all holders of the Shares. We are not aware of any jurisdiction in which the making of the Offer or the acceptance thereof would be prohibited by securities, “blue sky” or other valid laws of such jurisdiction. If we become aware of any U.S. state in which the making of the Offer or the acceptance of Shares pursuant thereto would not be in compliance with an administrative or judicial action taken pursuant to a U.S. state statute, we will make a good faith effort to comply with any such law. If, after such good faith effort, we cannot comply with any such law, the Offer will not be made to (nor will tenders be accepted from or on behalf of) the holders of Shares in such state. In any jurisdictions where applicable laws require the Offer to be made by a licensed broker or dealer, the Offer shall be deemed to be made on behalf of Purchaser by one or more registered brokers or dealers licensed under the laws of such jurisdiction to be designated by Purchaser.

Purchaser has filed with the SEC the Schedule TO (including exhibits) in accordance with the Exchange Act, furnishing certain additional information with respect to the Offer, and may file amendments thereto. The Schedule TO and any amendments thereto, including exhibits, may be examined and copies may be obtained from the SEC in the manner set forth in “The Tender Offer—Section 5. Certain Information Concerning Turnstone.”

The Offer does not constitute a solicitation of proxies for any meeting of Turnstone’s stockholders. Any solicitation of proxies which Purchaser or any of its affiliates might seek would be made only pursuant to separate proxy materials complying with the requirements of Section 14(a) of the Exchange Act.

No person has been authorized to give any information or make any representation on behalf of Purchaser not contained in this Offer to Purchase or in the Letter of Transmittal and, if given or made, such information or representation must not be relied upon as having been authorized. No broker, dealer, bank, trust company, fiduciary or other person shall be deemed to be an agent of Purchaser, the Depositary and Paying Agent or the Information Agent for the purpose of the Offer. Neither delivery of this Offer to Purchase nor any purchase pursuant to the Offer will, under any circumstances, create any implication that there has been no change in the

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affairs of Purchaser, Turnstone or any of their respective subsidiaries since the date as of which information is furnished or the date of this Offer to Purchase.

XOMA Royalty Corporation

July 11, 2025

**SCHEDULE A**  
**INFORMATION CONCERNING MEMBERS OF THE BOARDS OF DIRECTORS AND**  
**THE EXECUTIVE OFFICERS OF PURCHASER.**

**1. XOMA Royalty Corporation**

XOMA Royalty Corporation's principal business is currently to consummate the Offer and effect the Merger pursuant to the Merger Agreement, and to perform its obligations under the CVR Agreement following the Merger when Turnstone is a wholly owned subsidiary of Purchaser as the surviving entity from the Merger. The following table sets forth information about the executive officers of XOMA Royalty Corporation as of July 11, 2025.

<b>Name, Position Country of Citizenship</b>	<b>Present Principal Occupation or Employment; Material Positions Held During the Past Five Years</b>
Owen Hughes Chief Executive Officer Citizenship: United States	Mr. Hughes serves as Chief Executive Officer of XOMA Royalty Corporation. Mr. Hughes has served as the Chief Executive Officer of Sail Bio, Inc., a private biotechnology company focused on addressing toxic proteinopathies, since February 2022 and served as the Chief Executive Officer and co-founder of Cullinan Oncology, Inc., a publicly-traded oncology company, from September 2017 to October 2021. Previously, Mr. Hughes served as the Chief Business Officer and Head of Corporate Development at Intarcia Therapeutics, Inc., a biotechnology company focused on type II diabetes, from February 2013 to August 2017. Prior to his operating roles, Mr. Hughes spent 16 years on Wall Street in various capacities, including roles at Brookside Capital, an operating division of Bain Capital and Pyramis Global Advisors, a Fidelity Investments Company. Mr. Hughes has served on the board of directors of Ikena Oncology, Inc., a publicly-traded oncology company, since December 2022. Mr. Hughes served on the board of directors of Radius Health, Inc., a publicly-traded biopharmaceutical company, from April 2013 to August 2022 until its sale to Gurnet Point Capital and Patient Square Capital; Translate Bio, Inc., a messenger RNA therapeutics company, from July 2016 until its acquisition by Sanofi in September 2021; and FS Development Corp. II, a special purpose acquisition company sponsored by Foresite Capital, from February 2021 to December 2021. Mr. Hughes received a B.A. in History from Dartmouth College. Mr. Hughes has significant experience with biopharmaceutical companies and brings the unique perspective of the Interim Chief Executive Officer of Purchaser to the Board.
Thomas Burns, Senior Vice President, Finance and Chief Financial Officer Citizenship: United States	Mr. Burns serves as Senior Vice President, Finance and Chief Financial Officer of XOMA Royalty Corporation. Mr. Burns joined Purchaser in August 2006 and since then has held various senior finance and accounting roles, most recently as Vice President, Finance and Chief Financial Officer. Mr. Burns has over twenty-five years of experience in accounting and finance in both biotechnology and high-technology companies. Prior to his employment with Purchaser, he held multiple senior financial management positions at high-tech companies including Mattson Technology, IntruVert Networks (acquired by McAfee), Niku Corporation (acquired by Computer Associates) and Conner Technology. Mr. Burns received his Bachelor's degree from Santa Clara University and his Masters of Business Administration from Golden Gate University.

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<u>Name, Position Country of Citizenship</u>	<u>Present Principal Occupation or Employment; Material Positions Held During the Past Five Years</u>
Brad Sitko, Chief Investment Officer Citizenship: United States	Mr. Sitko serves as Chief Investment Officer of XOMA Royalty Corporation. Mr. Sitko served as the Managing Director, Strategic Finance, at RTW Investments, LP from November 2019 to January 2023 and also served as a member of the board of directors of such firm's Irish collective asset-management vehicle (ICAV), RTW Investments ICAV, and was Chief Financial Officer of Ji Xing Pharmaceuticals Limited, a Shanghai-based biopharmaceutical company, incubated by RTW Investments, LP. From March 2015 to November 2019, Mr. Sitko served as Vice President, Finance, Operations and Corporate Development of DNAnexus, Inc., a genetic data management company. Mr. Sitko also served as a Director at MTS Health Partners, an investment bank, from October 2008 to March 2015. Mr. Sitko received a B.A. in History and Sociology of Science from the University of Pennsylvania and an M.B.A. from Columbia Business School.

The common business address and telephone number for all the directors and executive officers of Purchaser is as follows: c/o XOMA Royalty Corporation, 2200 Powell Street, Suite 310, Emeryville, California 94608, Tel: (510) 204-7200.



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The Letter of Transmittal, certificates for Shares and any other required documents should be sent by each stockholder of Turnstone or such stockholder's broker, dealer, commercial bank, trust company or other nominee to the Depositary and Paying Agent as follows:

*The Depositary and Paying Agent for the Offer is:*  
Broadridge Corporate Issuer Solutions, LLC

Mail or deliver the Letter of Transmittal, together with the certificate(s) (if any) representing your shares, to:

*If delivering by mail:*

Broadridge, Inc.  
Attention: BCIS Re-Organization Dept.  
P.O. Box 1317  
Brentwood, NY 11717-0718

*If delivering by express mail, courier,  
or other expedited service:*

Broadridge, Inc.  
Attention: BCIS IWS  
51 Mercedes Way  
Edgewood, NY 11717

### **Other Information:**

Questions or requests for assistance or additional copies of this Offer to Purchase, the Letter of Transmittal, and the Schedule TO may be directed to the Information Agent at its location and telephone numbers set forth below. Stockholders may also contact their broker, dealer, commercial bank or trust company for assistance concerning the Offer.

*The Information Agent for the Offer is:*  
Alliance Advisors, LLC

You may call Alliance Advisors, LLC, the Information Agent for the Offer, toll-free at 1-855-206-0801 or email them at [tsbx@allianceadvisors.com](mailto:tsbx@allianceadvisors.com).

**Letter of Transmittal  
To Tender Shares of Common Stock  
of**

**TURNSTONE BIOLOGICS CORP.**

**a Delaware corporation  
at**

**A Price per Share of \$0.34, Plus One Non-Transferable Contractual Contingent Value Right (“CVR”) for Each Share, Which Represents the  
Right to Receive Potential Payments, in Cash, Contingent upon Receipt of Any CVR Proceeds, as Described in the CVR Agreement**

**Pursuant to the Offer to Purchase**

**Dated July 11, 2025**

**by**

**XOMA ROYALTY CORPORATION**

**THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE ONE MINUTE AFTER 11:59 P.M., EASTERN TIME, ON August 7, 2025 (THE  
“EXPIRATION DATE”), UNLESS THE OFFER IS EXTENDED OR EARLIER TERMINATED.**

*The Depositary and Paying Agent for the Offer Is*

Broadridge Corporate Issuer Solutions, LLC

*If delivering by hand, express mail, courier  
or other expedited service:*

Broadridge, Inc.  
Attention: BCIS IWS  
51 Mercedes Way  
Edgewood, NY 11717

*If delivering by mail:*

Broadridge, Inc.  
Attention: BCIS Re-Organization Dept.  
P.O. Box 1317  
Brentwood, NY 11717-0718

**Delivery of this Letter of Transmittal to an address other than as set forth above will not constitute a valid delivery to Broadridge Corporate Issuer Solutions, LLC (the “Depositary and Paying Agent”). You must sign this Letter of Transmittal in the appropriate space provided therefor below, with signature guaranteed, if required, and complete and sign the Internal Revenue Service (the “IRS”) Form W-9 included in this Letter of Transmittal, if the stockholder is a United States person. Stockholders who are not United States persons should submit a properly completed and signed IRS Form W-8BEN or IRS Form W-8BEN-E, as applicable, or other appropriate IRS Form W-8. Failure to provide the information on IRS Form W-9 or an appropriate IRS Form W-8, as applicable, may subject you to United States backup withholding on any payments made to you pursuant to the Offer (as defined below). The instructions set forth in this Letter of Transmittal should be read carefully before you tender any of your Shares (as defined below) into the Offer (as defined below).**

The Offer is being made to all holders of the Shares. Purchaser is not aware of any jurisdiction in which the making of the Offer or the acceptance thereof would be prohibited by securities, “blue sky” or other valid laws or regulations of such jurisdiction. If Purchaser becomes aware of any U.S. state in which the making of the Offer or the acceptance of Shares pursuant thereto would not be in compliance with an administrative or judicial action taken pursuant to a U.S. state statute, Purchaser will make a good faith effort to comply with any such law or

regulation. If, after such good faith effort, Purchaser cannot comply with any such law or regulation, the Offer will not be made to (nor will tenders be accepted from or on behalf of) the holders of Shares in such state. In any jurisdictions where applicable laws or regulations require the Offer to be made by a licensed broker or dealer, the Offer shall be deemed to be made on behalf of Purchaser by one or more registered brokers or dealers licensed under the laws or regulations of such jurisdiction to be designated by Purchaser.

This Letter of Transmittal is to be used by stockholders of Turnstone Biologics Corp. ("Turnstone") if certificates ("Certificates") for shares of common stock or shares held in book-entry form registered in the holder's name, par value \$0.001 per share, of Turnstone (the "Shares") are to be forwarded herewith.

Ladies and Gentlemen:

The undersigned hereby tenders to XOMA Royalty Corporation, a Nevada corporation ("Purchaser"), the above described shares of common stock, par value \$0.001 per share (the "Shares"), of Turnstone Biologics Corp., a Delaware corporation ("Turnstone"), pursuant to Purchaser's offer to purchase each outstanding Share that is validly tendered and not properly withdrawn, for a price per Share of: (i) \$0.34 (the "Cash Amount"), and (ii) one non-transferable contractual contingent value right for each Share ("CVR"), which shall represent the right to receive potential payments, in cash, described in, and subject to and in accordance with the terms and conditions of, the CVR Agreement, subject to any applicable tax withholding and without interest (such amount, the "CVR Amount," and together with the Cash Amount, the "Offer Price"), subject to the terms and conditions described in the Offer to Purchase, dated July 11, 2025 (together with any amendments or supplements thereto, the "Offer to Purchase") and in this Letter of Transmittal (together with any amendments or supplements thereto, the "Letter of Transmittal" which, together with the Offer to Purchase, as each may be amended and supplemented from time to time, collectively constitute the "Offer"), receipt of which is hereby acknowledged.

Upon the terms and subject to the conditions of the Offer (and if the Offer is extended or amended, the terms of any such extension or amendment), and effective upon acceptance for payment of the Shares validly tendered herewith and not properly withdrawn on or prior to the Expiration Date in accordance with the terms of the Offer, the undersigned hereby sells, assigns and transfers to or upon the order of Purchaser all right, title and interest in and to all of the Shares that are being tendered hereby (and any and all dividends, distributions, rights, other Shares or other securities issued or issuable in respect thereof on or after the date hereof (collectively, "Distributions")) and irrevocably constitutes and appoints Broadridge Corporate Issuer Solutions, LLC (the "Depository and Paying Agent") the true and lawful agent and attorney-in-fact of the undersigned with respect to such Shares (and any and all Distributions), with full power of substitution (such power of attorney being deemed to be an irrevocable power coupled with an interest in the Shares tendered by this Letter of Transmittal), to: (i) deliver Certificates for such Shares (and any and all Distributions) or transfer ownership of such Shares (and any and all Distributions) on the account books maintained by The Depository Trust Company ("DTC") or otherwise held in book-entry form, together, in any such case, with all accompanying evidences of transfer and authenticity, to or upon the order of Purchaser; (ii) present such Shares (and any and all Distributions) for transfer on the books of Turnstone; and (iii) receive all benefits and otherwise exercise all rights of beneficial ownership of such Shares (and any and all Distributions), all in accordance with the terms and subject to the conditions of the Offer.

By executing this Letter of Transmittal, the undersigned hereby irrevocably appoints Purchaser the attorney-in-fact and proxy of the undersigned, with full power of substitution, to: (i) vote at any annual or special meeting of Turnstone stockholders or any adjournment or postponement thereof or otherwise in such manner as such attorney-in-fact and proxy or his substitute shall in his, her or its sole discretion deem proper with respect to; (ii) execute any written consent concerning any matter as such attorney-in-fact and proxy or his substitute shall in his, her or its sole discretion deem proper with respect to; and (iii) otherwise act as such attorney-in-fact and proxy or his substitute shall in his, her or its sole discretion deem proper with respect to, all of the Shares (and any and all Distributions) tendered hereby and accepted for payment by Purchaser. This appointment will be effective if and when, and only to the extent that, Purchaser accepts such Shares tendered with this Letter of

Transmittal for payment pursuant to the Offer. This power of attorney and proxy are irrevocable and are granted in consideration of the acceptance for payment of such Shares in accordance with the terms of the Offer. Such acceptance for payment shall, without further action, revoke any prior powers of attorney and proxies granted by the undersigned at any time with respect to such Shares (and any and all Distributions), and no subsequent powers of attorney, proxies, consents or revocations may be given by the undersigned with respect thereto (and, if given, will not be deemed effective). Purchaser reserves the right to require that, in order for the Shares to be deemed validly tendered, immediately upon Purchaser's acceptance for payment of such Shares, Purchaser or its designees must be able to exercise full voting, consent and other rights with respect to such Shares (and any and all Distributions), including voting at any meeting of Turnstone stockholders or executing a written consent concerning any matter.

The undersigned hereby represents and warrants that the undersigned has full power and authority to tender, sell, assign and transfer any and all of the Shares tendered hereby (and any and all Distributions) and that, when the same are accepted for payment by Purchaser, Purchaser will acquire good, marketable and unencumbered title to such Shares (and such Distributions), free and clear of all liens, restrictions, charges and encumbrances and the same will not be subject to any adverse claims. The undersigned hereby represents and warrants that the undersigned is the registered owner of the Shares, or the Certificate(s) have been endorsed to the undersigned in blank. The undersigned will, upon request, execute and deliver any additional documents deemed by the Depositary and Paying Agent or Purchaser to be necessary or desirable to complete the sale, assignment and transfer of the Shares tendered hereby (and any and all Distributions). In addition, the undersigned shall remit and transfer promptly to the Depositary and Paying Agent for the account of Purchaser all Distributions in respect of any and all of the Shares tendered hereby, accompanied by appropriate documentation of transfer, and, pending such remittance and transfer or appropriate assurance thereof, Purchaser shall be entitled to all rights and privileges as owner of each such Distribution and may withhold the entire Offer Price of the Shares tendered hereby or deduct from such Offer Price the amount or value of such Distribution as determined by Purchaser in its sole discretion.

All authority conferred or agreed to be conferred pursuant to this Letter of Transmittal shall not be affected by, and shall survive the death or incapacity of the undersigned, and any obligation of the undersigned hereunder shall be binding upon the heirs, executors, administrators, personal representatives, trustees in bankruptcy, successors and assigns of the undersigned. Except as stated in the Offer to Purchase, this tender is irrevocable.

It is understood that the undersigned will not receive payment for the Shares unless and until the Shares are accepted for payment and until the Certificate(s) owned by the undersigned are received by the Depositary and Paying Agent at the address set forth above, together with such additional documents as the Depositary and Paying Agent may require, and until the same are processed for payment by the Depositary and Paying Agent.

**The undersigned hereby acknowledges that delivery of any Certificate shall be effected, and risk of loss and title to such Certificate shall pass, only upon the proper delivery of such Certificate to the Depositary and Paying Agent.**

The undersigned understands that the valid tender of Shares pursuant to any of the procedures described in the Offer to Purchase and in the instructions hereto will constitute the undersigned's acceptance of the terms and conditions of the Offer. Purchaser's acceptance of such Shares for payment will constitute a binding agreement between the undersigned and Purchaser upon the terms and subject to the conditions of the Offer (and if the Offer is extended or amended, the terms and conditions of such extension or amendment). The undersigned recognizes that under certain circumstances set forth in the Offer, Purchaser may not be required to accept for payment any Shares tendered hereby.

The undersigned understands that the CVRs will not be transferable except: (i) upon death of the holder by will or intestacy; (ii) pursuant to a court order; (iii) by operation of law (including by consolidation or merger) or without consideration in connection with the dissolution, liquidation or termination of any corporation, limited

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liability company, partnership or other entity; (iv) in the case of CVRs held in book-entry or other similar nominee form, from a nominee to a beneficial owner and, if applicable, through an intermediary, to the extent allowable by DTC; or (v) CVRs may be abandoned. The undersigned further understands that the CVRs will not have any voting or dividend rights, or accrue interest and will not represent any equity or ownership interests in Purchaser, Merger Sub or Turnstone. The undersigned understands that the CVRs will be registered in the name of the undersigned.

Unless otherwise indicated under "Special Payment Instructions," a check will be issued for the Cash Amount of all Shares purchased and, if appropriate, Certificates not tendered or accepted for payment in the name(s) of the registered holder(s) appearing above under "Description of Shares Tendered" will be returned. Similarly, unless otherwise indicated under "Special Delivery Instructions," the check for the Cash Amount of all Shares purchased will be mailed and, if appropriate, any Certificates not tendered or not accepted for payment (and any accompanying documents, as appropriate) will be returned to the address(es) of the registered holder(s) appearing above under "Description of Shares Tendered." In the event that the boxes entitled "Special Payment Instructions" and "Special Delivery Instructions" are both completed, the check for the Cash Amount of all Shares purchased will be issued and, if appropriate, any Certificates not tendered or not accepted for payment (and any accompanying documents, as appropriate) will be returned in the name(s) of, and deliver such check and, if appropriate, return any Certificates (and any accompanying documents, as appropriate) to, the person(s) so indicated. The undersigned recognizes that Purchaser has no obligation, pursuant to the "Special Payment Instructions," to transfer any Shares from the name of the registered holder thereof if Purchaser does not accept for payment any of the Shares so tendered. Subject to the terms of the CVR Agreement, please make all payments regarding the CVRs as directed herein for payment of the cash consideration and enter in the CVR register to be maintained by the rights agent pursuant to the CVR Agreement the name(s) and address(es) appearing on the cover page of this Letter of Transmittal for each registered holder. The undersigned recognizes that Purchaser has no obligation, pursuant to the Special Payment Instructions, to transfer any Shares from the name(s) of the registered holder(s) thereof if Purchaser does not accept for payment any of the Shares so tendered.

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**DESCRIPTION OF SHARES SURRENDERED**

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Name(s) and Address(es) of Registered Holder(s) (Please fill in exactly as name(s) appear(s) on certificate(s)) (Attach additional signed list if necessary)	Certificate Number(s)*	Total Number of Shares Represented by Certificate(s) or Held in Book-Entry Form	Number of Shares Surrendered*
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\* Unless otherwise indicated, it will be assumed that all shares above of common stock represented by certificates described above are being surrendered hereby.

- ☐ CHECK HERE IF TENDERED SHARES ARE BEING DELIVERED HERewith OR HELD IN BOOK-ENTRY FORM AS THE REGISTERED HOLDER.
- ☐ CHECK HERE IF YOU HAVE LOST YOUR CERTIFICATE(S). BY CHECKING THIS BOX, YOU UNDERSTAND THAT YOU MUST CONTACT THE TRANSFER AGENT TO OBTAIN INSTRUCTIONS FOR REPLACING LOST CERTIFICATES. SEE INSTRUCTION 11.
- ☐ CHECK HERE IF YOU ARE INSTRUCTING THE AGENT **NOT** TO ACCEPT YOUR SHARES FOR TENDER.

**NOTE: SIGNATURES MUST BE PROVIDED BELOW**

**PLEASE READ ACCOMPANYING INSTRUCTIONS CAREFULLY**

**SPECIAL PAYMENT INSTRUCTIONS**  
(See Instructions 1, 5, 6 and 7)

To be completed ONLY if the check for the Cash Amount for Shares accepted for payment and/or Certificates not tendered or not accepted for payment are to be issued in the name of someone other than the undersigned.

Issue check and/or Certificates to:

Name:  
(Please Print)

Address:  
(Include Zip Code)

(Taxpayer Identification No. (e.g., Social Security No.)) (Also complete, as appropriate, IRS Form W-9 included below)

**SPECIAL DELIVERY INSTRUCTIONS**  
(See Instructions 1, 5, 6 and 7)

To be completed ONLY if the check for the Cash Amount for Shares accepted for payment and/or Certificates evidencing Shares not tendered or not accepted are to be mailed to someone other than the undersigned or to the undersigned at an address other than that shown above.

Mail check and/or Certificates to:

Name:  
(Please Print)

Address:  
(Include Zip Code)

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**IMPORTANT**  
**STOCKHOLDER: YOU MUST SIGN BELOW**  
**(U.S. Holders: Please complete and return the IRS Form W-9 included below)**  
**(Non-U.S. Holders: Please obtain, complete and return appropriate IRS Form W-8)**  
**(Signature(s) of Holder(s) of Shares)**

Dated:

Name(s):

**(Please Print)**

Capacity (Full Title) (See Instruction 5):

Address:

**(Include Zip Code)**

Area Code and Telephone No.:

Email Address:

Tax Identification No. (*e.g.*, Social Security No.) (See IRS Form W-9 included below):

(Must be signed by registered holder(s) exactly as name(s) appear(s) on Certificate(s) or on a security position listing or by person(s) authorized to become registered holder(s) by Certificates and documents transmitted herewith. If signature is by a trustee, executor, administrator, guardian, attorney-in-fact, agent, officer of a corporation or other person acting in a fiduciary or representative capacity, please set forth full title and see Instruction 5. For information concerning signature guarantees, see Instruction 1)

**Guarantee of Signature(s)**  
**(If Required—See Instructions)**

**[Place Stamp Here]**

Authorized Signature:

Name:

Name of Firm:

Address:

**(Include Zip Code)**

Area Code and Telephone No.

Dated: \_\_\_\_\_, 2025

## INSTRUCTIONS

### FORMING PART OF THE TERMS AND CONDITIONS OF THE OFFER

**1. GUARANTEE OF SIGNATURES.** No signature guarantee is required on this Letter of Transmittal: (a) if this Letter of Transmittal is signed by the registered holder(s) of Shares tendered herewith, unless such registered holder has completed either the box entitled “Special Payment Instructions” or the box entitled “Special Delivery Instructions” on this Letter of Transmittal; or (b) if such Shares are tendered for the account of a financial institution (including most commercial banks, savings and loan associations and brokerage houses) that is a member in good standing of the Securities Transfer Agents Medallion Program or any other “eligible guarantor institution,” as such term is defined in Rule 17Ad-15 under the Securities Exchange Act of 1934, as amended (each, an “Eligible Institution”). In all other cases, including those referred to above, all signatures on this Letter of Transmittal must be guaranteed by an Eligible Institution. See Instruction 5.

**REQUIREMENTS OF TENDER.** No alternative, conditional or contingent tenders will be accepted. In order for Shares to be validly tendered pursuant to the Offer, one of the following procedures must be followed:

For Shares held as physical certificates, the Certificates representing tendered Shares, a properly completed and duly executed Letter of Transmittal, together with any required signature guarantees, and any other documents required by this Letter of Transmittal, must be received by the Depositary and Paying Agent at one of its addresses set forth on the front page of this Letter of Transmittal before the Expiration Date.

For Shares held in book-entry form, a properly completed and duly executed Letter of Transmittal, together with any required signature guarantees, and any other required documents, must be received by the Depositary and Paying Agent at the appropriate address set forth on the front page of this Letter of Transmittal before the Expiration Date.

**The method of delivery of Shares, Certificate(s), this Letter of Transmittal, and all other required documents, is at the election and risk of the tendering stockholder. Shares will be deemed delivered (and the risk of loss of Certificates will pass) only when actually received by the Depositary and Paying Agent. If delivery is by mail, then registered mail with return receipt requested, properly insured, is recommended. In all cases, sufficient time should be allowed to ensure timely delivery.**

No fractional Shares will be purchased. By executing this Letter of Transmittal, the tendering stockholder waives any right to receive any notice of the acceptance for payment of Shares.

**INADEQUATE SPACE.** If the space provided herein is inadequate, Certificate numbers, the number of Shares represented by such Certificates and/or the number of Shares tendered should be listed on a separate signed schedule attached hereto.

**PARTIAL TENDERS (NOT APPLICABLE TO STOCKHOLDERS WHO TENDER BY BOOK-ENTRY TRANSFER)** If fewer than all the Shares represented by any Certificate delivered to the Depositary and Paying Agent are to be tendered, fill in the number of Shares which are to be tendered in the box entitled “Total Number of Shares Tendered.” In such case, a new Certificate for the remainder of the Shares represented by the old Certificate will be sent to the person(s) signing this Letter of Transmittal, unless otherwise provided in the appropriate box on this Letter of Transmittal, as promptly as practicable following the expiration or termination of the Offer. All Shares represented by Certificates delivered to the Depositary and Paying Agent will be deemed to have been tendered unless otherwise indicated.

#### **SIGNATURES ON LETTER OF TRANSMITTAL AND ENDORSEMENTS.**

(a) Exact Signatures. If this Letter of Transmittal is signed by the registered holder(s) of the Shares tendered hereby, the signature(s) must correspond with the name(s) as written on the face of the Certificates without alteration, enlargement or any change whatsoever.



(b) Joint Holders. If any of the Shares tendered hereby are held of record by two or more persons, all such persons must sign this Letter of Transmittal.

(c) Different Names on Certificates. If any of the Shares tendered hereby are registered in different names on different Certificates, it will be necessary to complete, sign and submit as many separate Letters of Transmittal as there are different registrations of Certificates.

(d) Endorsements. If this Letter of Transmittal is signed by the registered holder(s) of the Shares tendered hereby, no endorsements of Certificates or separate stock powers are required. If this Letter of Transmittal is signed by a person other than the registered holder(s) of the Shares tendered hereby, signature(s) must be guaranteed by an Eligible Institution. See Instruction 1.

(e) Evidence of Fiduciary or Representative Capacity. If this Letter of Transmittal or any Certificate or stock power is signed by a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation or other legal entity or other person acting in a fiduciary or representative capacity, such person should so indicate when signing, and proper evidence satisfactory to the Depositary and Paying Agent of the authority of such person so to act must be submitted. Proper evidence of authority includes a power of attorney, a letter of testamentary or a letter of appointment.

**STOCK TRANSFER TAXES.** Except as otherwise provided in this Instruction 6, Purchaser or any successor entity thereto will pay all stock transfer taxes with respect to the transfer and sale of any Shares pursuant to the Offer (for the avoidance of doubt, transfer taxes do not include U.S. federal income taxes or withholding taxes). If, however, consideration is to be paid to, or if Certificate(s) for Shares not tendered or not accepted for payment are to be registered in the name of, any person(s) other than the registered holder(s), or if tendered Certificate(s) for Share(s) are registered in the name of any person(s) other than the person(s) signing this Letter of Transmittal, Purchaser or any successor entity thereto will not be responsible for any stock transfer or similar taxes (whether imposed on the registered holder(s) or such other person(s) or otherwise) payable on account of the transfer to such other person(s) and no consideration shall be paid in respect of such Share(s) unless evidence satisfactory to Purchaser or any successor entity thereto of the payment of such taxes, or the inapplicability of such taxes, is submitted.

**SPECIAL PAYMENT AND DELIVERY INSTRUCTIONS.** If a check is to be issued for the Cash Amount of any Shares tendered by this Letter of Transmittal in the name of, and, if appropriate, Certificates for Shares not tendered or not accepted for payment are to be issued or returned to, any person(s) other than the signer of this Letter of Transmittal or if a check and, if appropriate, such Certificates are to be returned to any person(s) other than the person(s) signing this Letter of Transmittal or to an address other than that shown in this Letter of Transmittal, the appropriate boxes on this Letter of Transmittal must be completed.

**TAX WITHHOLDING.** Under U.S. federal income tax laws, the Depositary and Paying Agent may be required to withhold a portion of any payments made to certain stockholders pursuant to the Offer. To avoid such backup withholding, a tendering stockholder that is a United States person (as defined for in the instructions to IRS Form W-9, a "United States person"), and, if applicable, each other U.S. payee, is required to: (a) provide the Depositary and Paying Agent with a correct Taxpayer Identification Number ("TIN") on IRS Form W-9, which is included herein, and to certify, under penalties of perjury, that such number is correct and that such stockholder or payee is not subject to backup withholding of U.S. federal income tax; or (b) otherwise establish a basis for exemption from backup withholding. Failure to provide the information on the IRS Form W-9 may subject the tendering stockholder or payee to backup withholding at the applicable rate (currently 24%), and such stockholder or payee may be subject to a penalty imposed by the IRS. See the enclosed IRS Form W-9 and the instructions thereto for additional information.

Certain stockholders or payees (including, among others, corporations) may not be subject to backup withholding. Exempt stockholders or payees that are United States persons should furnish their TIN, check the appropriate box on the IRS Form W-9 and sign, date and return the IRS Form W-9 to the Depositary and Paying

Agent in order to avoid backup withholding. A stockholder or other payee that is not a United States person establish an exemption from backup withholding: (a) by providing the Depositary and Paying Agent with a properly completed IRS Form W-8BEN or IRS Form W-8BEN-E, as applicable, or other appropriate IRS Form W-8, signed under penalties of perjury, attesting to such stockholder's or payee's foreign status; or (b) by otherwise establishing an exemption. An appropriate IRS Form W-8 may be obtained from the Depositary and Paying Agent or the IRS website ([www.irs.gov](http://www.irs.gov)).

Backup withholding is not an additional tax. Rather, the U.S. federal income tax liability of persons subject to backup withholding will be reduced by the amount of tax withheld. If backup withholding results in an overpayment of taxes, a refund or credit may be obtained from the IRS if eligibility is established and appropriate procedure is followed. Stockholders are urged to consult their tax advisors regarding the application of U.S. federal income tax withholding, including eligibility for a withholding tax reduction or exemption, and the IRS refund procedure.

The Depositary and Paying Agent may withhold tax at a 30% rate (subject to certain exceptions) on payments made to non-U.S. stockholders pursuant to the Offer, unless the Depositary and Paying Agent determines that a reduced rate under an applicable income tax treaty or exemption from withholding is applicable. See "The Tender Offer—Section 3. Procedures for Tendering Shares" and "Special Factors—Section 6. Certain U.S. Federal Income Tax Consequences of the Offer and the Merger" of the Offer to Purchase.

**IRREGULARITIES.** All questions as to the validity, form, eligibility (including time of receipt) and acceptance for payment of any tender of Shares will be determined by Purchaser, in its sole discretion (which may be delegated to the Depositary and Paying Agent), which determination shall be final and binding on all parties. However, stockholders may challenge Purchaser's determinations in a court of competent jurisdiction. Purchaser reserves the absolute right to reject any and all tenders determined by it not to be in proper form or the acceptance for payment of which may, in the opinion of its counsel, be unlawful. Purchaser also reserves the absolute right to waive any defect or irregularity in the tender of any Shares of any particular stockholder, whether or not similar defects or irregularities are waived in the case of other stockholders. No tender of Shares will be deemed to have been validly made until all defects and irregularities have been waived or cured within such time as Purchaser shall determine. None of Purchaser, the Depositary and Paying Agent, the Information Agent or any other person will be under any duty to give notice of any defects or irregularities in tenders or incur any liability for failure to give any such notice. Purchaser's interpretation of the terms and conditions of the Offer (including the Letter of Transmittal and the instructions thereto) will be final and binding.

**QUESTIONS AND REQUESTS FOR ADDITIONAL COPIES** The Information Agent may be contacted at the address and telephone number set forth on the last page of this Letter of Transmittal for questions and/or requests for additional copies of the Offer to Purchase, this Letter of Transmittal and other tender offer materials. You may also contact your broker, dealer, commercial bank, trust company or other nominee for assistance. Such copies will be furnished promptly at Purchaser's expense.

**LOST, STOLEN DESTROYED OR MUTILATED CERTIFICATES.** If any Certificate has been lost, stolen, destroyed or mutilated, the stockholder should promptly notify the Transfer Agent toll-free at (800) 937-5449. The stockholder will then be instructed as to the steps that must be taken in order to replace such Certificates. You may be required to post a bond to secure against the risk that the Certificate(s) may be subsequently recirculated. This Letter of Transmittal and related documents cannot be processed until the procedures for replacing lost, destroyed or stolen certificates have been followed. **You are urged to contact the Transfer Agent immediately in order to receive further instructions and for a determination of whether you will need to post a bond and to permit timely processing of this documentation.** This Letter of Transmittal and related documents cannot be processed until the procedures for replacing lost, destroyed, mutilated or stolen Certificates have been followed.

**Certificates evidencing tendered Shares, as well as this Letter of Transmittal, properly completed and duly executed, with any required signature guarantees, and any other documents required by this Letter of Transmittal, must be received before the Expiration Date.**

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## IMPORTANT TAX INFORMATION

Under federal income tax law, a stockholder who is a U.S. person (as defined in the instructions to IRS Form W-9) surrendering Shares must, unless an exemption applies, provide the Depository (as payer) with the stockholder's correct TIN on IRS Form W-9, a copy of which is included in this Letter of Transmittal. If the stockholder is an individual, then the stockholder's TIN is generally such stockholder's Social Security number. If the correct TIN is not provided, then the stockholder may be subject to a penalty imposed by the IRS and payments of cash to the stockholder (or other payee) pursuant to the Offer may be subject to U.S. federal backup withholding (currently imposed at a rate of 24%).

Certain stockholders (including, among others, certain corporations and certain foreign individuals and entities) may not be subject to backup withholding and reporting requirements. In order for an exempt stockholder who is not a U.S. person (as defined in the instructions to IRS Form W-9) to avoid backup withholding, such person should complete, sign and submit an appropriate IRS Form W-8 signed under penalties of perjury, attesting to his, her or its exempt status. IRS Forms W-8 can be obtained from the Depository, or from the IRS website at: <http://www.irs.gov/w8>. Such stockholders should consult a tax advisor to determine which version of IRS Form W-8 is appropriate. Exempt stockholders who are U.S. persons should furnish their TIN, check the "Exempt payee" box on the IRS Form W-9 and sign, date and return the IRS Form W-9 to the Depository in order to avoid erroneous backup withholding. See the instructions enclosed with the IRS Form W-9 included in this Letter of Transmittal for additional instructions.

If backup withholding applies, the Depository is required to withhold and pay over to the IRS a portion of any payment made to a stockholder. Backup withholding is not an additional tax. Rather, the federal income tax liability of persons subject to backup withholding may be reduced by the amount of tax withheld provided the required information is timely provided to the IRS. If backup withholding results in an overpayment of taxes, a refund may be obtained from the IRS provided the required information is timely provided to the IRS.

### **Purpose of IRS Form W-9**

To prevent backup withholding on payments that are made to a stockholder with respect to Shares purchased pursuant to the Offer, the stockholder is required to notify the Depository of the stockholder's correct TIN by completing the IRS Form W-9 included in this Letter of Transmittal certifying that (1) the TIN provided on the IRS Form W-9 is correct (or that such stockholder is awaiting a TIN), (2) the stockholder is not subject to backup withholding because (i) the stockholder is exempt from backup withholding, (ii) the stockholder has not been notified by the IRS that the stockholder is subject to backup withholding as a result of a failure to report all interest and dividends or (iii) the IRS has notified the stockholder that the stockholder is no longer subject to backup withholding, and (3) the stockholder is a U.S. person (as defined in the instructions to IRS Form W-9).

### **What Number to Give the Depository**

The tendering stockholder is required to give the Depository the TIN, generally the Social Security number or employer identification number, of the record holder of all Shares tendered hereby. If such Shares are in more than one name or are not in the name of the actual owner, consult the instructions enclosed with the IRS Form W-9 included in this Letter of Transmittal for additional guidance on which number to report. If the tendering stockholder has not been issued a TIN and has applied for a number or intends to apply for a number in the near future, such stockholder should write "Applied For" in the space for the TIN on the IRS Form W-9, sign and date the IRS Form W-9 and sign and date the Certificate of Awaiting Taxpayer Identification Number below. If the tendering stockholder writes "Applied For" in the space for the TIN and the Depository is not provided with a TIN by the time of payment, the Depository will withhold a portion of all payments of the purchase price, which will be refunded if a TIN is provided to the Depository within sixty (60) days of the Depository's receipt of the Certificate of Awaiting Taxpayer Identification Number. If the Depository is provided with an incorrect TIN in connection with such payments, then the stockholder may be subject to a penalty imposed by the IRS.

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**NOTE:** FAILURE TO COMPLETE AND RETURN THE IRS FORM W-9 INCLUDED IN THIS LETTER OF TRANSMITTAL MAY RESULT IN BACKUP WITHHOLDING OF A PORTION OF ANY PAYMENTS MADE TO YOU PURSUANT TO THE OFFER. PLEASE REVIEW THE INSTRUCTIONS ENCLOSED WITH THE IRS FORM W-9 INCLUDED IN THIS LETTER OF TRANSMITTAL FOR ADDITIONAL DETAILS. YOU MUST COMPLETE THE FOLLOWING CERTIFICATE IF YOU WROTE "APPLIED FOR" IN THE SPACE FOR THE TIN ON THE IRS FORM W-9.

**Request for Taxpayer  
Identification Number and Certification**

Go to [www.irs.gov/FormW9](https://www.irs.gov/FormW9) for instructions and the latest information.

Give form to the  
requester. Do not send  
to the IRS.

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

<b>1</b> Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
<b>2</b> Business name/disregarded entity name, if different from above.	
<b>3a</b> Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check <b>only one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .  <b>Note:</b> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) _____	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____  (Applies to accounts maintained outside the United States.)
<b>3b</b> If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . <input type="checkbox"/>	
<b>5</b> Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)
<b>6</b> City, state, and ZIP code	
<b>7</b> List account number(s) here (optional)	

**Print or type.**  
See *Specific Instructions* on page 3.

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>								
				—			—	
or								
<b>Employer identification number</b>								

**Part II Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign  
Here**

Signature of  
U.S. person

Date

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](https://www.irs.gov/FormW9).

**What's New**

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property). Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

**Caution:** If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

**By signing the filled-out form**, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding.** Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441-1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
  - In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
  - In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.
- See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by

qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester;
2. You do not certify your TIN when required (see the instructions for Part II for details);
3. The IRS tells the requester that you furnished an incorrect TIN;
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "*By signing the filled-out form*" above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See Exempt payee code, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding, earlier.

## What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See Exemption from FATCA reporting code, later, and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

• **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note for ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

• **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

### Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or	Individual/sole proprietor.
• Sole proprietorship	
• LLC classified as a partnership for U.S. federal tax purposes or	Limited liability company and enter the appropriate tax classification:
• LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

### Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

**Note:** A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedule K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

### Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

- 1 — An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).
- 2 — The United States or any of its agencies or instrumentalities.
- 3 — A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- 4 — A foreign government or any of its political subdivisions, agencies, or instrumentalities.
- 5 — A corporation.
- 6 — A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.
- 7 — A futures commission merchant registered with the Commodity Futures Trading Commission.
- 8 — A real estate investment trust.
- 9 — An entity registered at all times during the tax year under the Investment Company Act of 1940.
- 10 — A common trust fund operated by a bank under section 584(a).
- 11 — A financial institution as defined under section 581.
- 12 — A middleman known in the investment community as a nominee or custodian.
- 13 — A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for...	THEN the payment is exempt for...
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

<sup>1</sup> See Form 1099-MISC, Miscellaneous Information, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A — An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B — The United States or any of its agencies or instrumentalities.

C — A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D — A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E — A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F — A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G — A real estate investment trust.

H — A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I — A common trust fund as defined in section 584(a).

J — A bank as defined in section 581.

K — A broker.

L — A trust exempt from tax under section 664 or described in section 4947(a)(1).

M — A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

### Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

### Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/EIN](http://www.irs.gov/EIN). Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding* earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see Exempt payee code, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

\* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

\*\* For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.



## Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Go to [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

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*The Depositary and Paying Agent for the Offer Is:*

Broadridge Corporate Issuer Solutions, LLC

*If delivering by hand, express mail, courier  
or other expedited service:*

Broadridge, Inc.  
Attention: BCIS IWS  
51 Mercedes Way  
Edgewood, NY 11717

*If delivering by mail:*

Broadridge, Inc.  
Attention: BCIS Re-Organization Dept.  
P.O. Box 1317  
Brentwood, NY 11717-0718

Alliance Advisors, LLC (the “Information Agent”) may be contacted at its address and telephone number listed below for questions and/or requests for additional copies of the Offer to Purchase, this Letter of Transmittal and other tender offer materials. You may also contact your broker, dealer, commercial bank, trust company or other nominee for assistance. Such copies will be furnished promptly at Purchaser’s expense.

***The Information Agent for the Offer is:***

**Alliance Advisors, LLC**

150 Clove Road, Suite 400  
Little Falls, NJ 07424

Call Toll Free: 1-855-206-0801  
E-mail: [tsbx@allianceadvisors.com](mailto:tsbx@allianceadvisors.com)

**Offer to Purchase**

**All Outstanding Shares of Common Stock  
of**

**TURNSTONE BIOLOGICS CORP.**

**A Delaware corporation  
at**

**A Price per Share of \$0.34, Plus One Non-Transferable Contractual Contingent Value Right (“CVR”) for Each Share, Which Represents the  
Right to Receive Potential Payments, in Cash, Contingent upon Receipt of Any CVR Proceeds, as Described in the CVR Agreement**

**Pursuant to the Offer to Purchase**

**Dated July 11, 2025**

**by**

**XOMA ROYALTY CORPORATION**

**THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE ONE MINUTE AFTER 11:59 P.M.  
EASTERN TIME ON August 7, 2025, UNLESS THE OFFER IS EXTENDED  
OR EARLIER TERMINATED.**

**July 11, 2025**

To Brokers, Dealers, Commercial Banks, Trust Companies and Other Nominees:

We have been engaged by XOMA Royalty Corporation, a Nevada corporation (“Purchaser”), to act as Information Agent in connection with Purchaser’s offer to purchase all of the outstanding shares of common stock, par value \$0.001 per share (“Shares”), of Turnstone Biologics Corp., a Delaware corporation (“Turnstone”), for a price per Share of: (i) \$0.34 in cash (the “Cash Amount”), payable subject to any applicable tax withholding and without interest; and (ii) one non-transferable contractual contingent value right (“CVR”), all upon the terms and subject to the conditions described in the Offer to Purchase (together with any amendments or supplements thereto, the “Offer to Purchase”) and in the related Letter of Transmittal (together with any amendments or supplements thereto, the “Letter of Transmittal” and, together with the Offer to Purchase, the “Offer”) enclosed herewith. Please furnish copies of the enclosed materials to those of your clients for whom you hold Shares registered in your name or in the name of your nominee. After careful consideration, Turnstone’s board of directors has unanimously: (i) determined that the Offer, the Agreement and Plan of Merger, dated as of June 26, 2025 (together with any amendments or supplements thereto, the “Merger Agreement”), among Turnstone, Purchaser and XRA 3 Corp., a Delaware corporation, and a wholly owned subsidiary of Purchaser, and the other transactions contemplated by the Merger Agreement and the CVR Agreement (collectively, the “Transactions”) are fair to, and in the best interests of, Turnstone and Turnstone’s stockholders, (ii) approved and declared advisable the Merger and the execution, delivery and performance by Turnstone of the Merger Agreement and the consummation of the Transactions, (iii) resolved that the Merger Agreement and the Merger shall be governed by and effected under Section 251(h) of the DGCL and be consummated as soon as practicable following the time at which Purchaser first irrevocably accepts for purchase the Shares tendered in the Offer, and (iv) recommended that the holders of Shares accept the Offer and tender their Shares pursuant to the Offer.

**The Offer is not subject to any financing conditions. Certain conditions to the Offer are described in Section 9 of the Offer to Purchase.**

For your information and for forwarding to your clients for whom you hold Shares registered in your name or in the name of your nominee, we are enclosing the following documents:

1. The Offer to Purchase;
2. The Letter of Transmittal for your use in accepting the Offer and tendering Shares and for the information of your clients, together with the included Internal Revenue Service Form W-9; and
3. A form of letter which may be sent to your clients for whose accounts you hold Shares registered in your name or in the name of your nominee, with space provided for obtaining such clients' instructions with regard to the Offer.

**Your prompt action is requested. We urge you to contact your clients as promptly as possible. Please note that the Offer and withdrawal rights will expire at one minute after 11:59 p.m., Eastern time, on August 7, 2025, unless the Offer is extended or earlier terminated.**

For Shares to be properly tendered pursuant to the Offer, the share certificates (if any) or confirmation of receipt of such Shares under the procedure for book-entry transfer through The Depository Trust Company ("DTC"), together with a properly completed and duly executed Letter of Transmittal, including any required signature guarantees, or, in the case of book-entry transfer, either such Letter of Transmittal or an Agent's Message (as defined in Section 3 of the Offer to Purchase) in lieu of such Letter of Transmittal, and any other documents required in the Letter of Transmittal, must be timely received by the Depository and Paying Agent, all in accordance with the Offer to Purchase and the Letter of Transmittal.

Purchaser will not pay any fees or commissions to any broker or dealer or other person (other than the Depository and Paying Agent and the Information Agent as described in the Offer to Purchase) for soliciting tenders of Shares pursuant to the Offer. Purchaser will, however, upon request, reimburse brokers, dealers, commercial banks and trust companies for reasonable and necessary costs and expenses incurred by them in forwarding materials to their customers. The Surviving Corporation (as defined in the Offer to Purchase) will pay all stock transfer taxes applicable to its purchase of Shares pursuant to the Offer, subject to Instruction 6 of the Letter of Transmittal.

Any inquiries you may have with respect to the Offer should be addressed to, and additional copies of the enclosed materials may be obtained from, the undersigned at the addresses and telephone numbers set forth on the back cover of the Offer to Purchase.

Very truly yours,

Broadridge Corporate Issuer Solutions, LLC

**Nothing contained herein or in the enclosed documents shall render you the agent of Purchaser, the Information Agent or the Depository and Paying Agent or any affiliate of any of them or authorize you or any other person to use any document or make any statement on behalf of any of them in connection with the Offer other than the enclosed documents and the statements contained therein.**

*The Information Agent for the Offer is:*

**Alliance Advisors, LLC**

150 Clove Road, Suite 400  
Little Falls, NJ 07424

Call Toll Free: 1-855-206-0801  
E-mail: [tsbx@allianceadvisors.com](mailto:tsbx@allianceadvisors.com)

**Offer to Purchase**

**All Outstanding Shares of Common Stock  
of**

**TURNSTONE BIOLOGICS CORP.**

**A Delaware corporation  
at**

**A Price per Share of \$0.34, Plus One Non-Transferable Contractual Contingent Value Right (“CVR”) for Each Share, Which Represents the  
Right to Receive Potential Payments, in Cash, Contingent upon Receipt of Any CVR Proceeds, as Described in the CVR Agreement**

**Pursuant to the Offer to Purchase**

**Dated July 11, 2025**

**by**

**XOMA ROYALTY CORPORATION**

**THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE ONE MINUTE AFTER 11:59 P.M.  
EASTERN TIME ON August 7, 2025, UNLESS THE OFFER IS EXTENDED  
OR EARLIER TERMINATED.**

**July 11, 2025**

To Our Clients:

Enclosed for your consideration are the Offer to Purchase, dated July 11, 2025 (together with the related documentation and any amendments or supplements thereto, the “Offer to Purchase”) in connection with the offer (the “Offer”) by XOMA Royalty Corporation, a Nevada corporation (“Purchaser”), to purchase, subject to certain conditions, all of the outstanding shares of common stock, par value \$0.001 per share (the “Shares”), of Turnstone Biologics Corp., a Delaware corporation (“Turnstone”), for a price per Share of (i) \$0.34 in cash, payable subject to any applicable tax withholding and without interest and (ii) one non-transferable contractual contingent value right, all upon the terms and subject to the conditions described in the Offer to Purchase.

Also enclosed is Turnstone’s Solicitation/Recommendation Statement on Schedule 14D-9.

We or our nominees are the holder of record of Shares held for your account. A tender of such Shares can be made only by us as the holder of record and pursuant to your instructions.

**We request instructions as to whether you wish us to tender any or all of the Shares held by us for your account, upon the terms and subject to the conditions set forth in the enclosed Offer to Purchase.**

Please note carefully the following:

1. The Offer Price for the Offer is (i) \$0.34 per Share in cash and (ii) one non-transferable contractual contingent value right for each Share, in each case, to be paid net to you of any applicable tax withholding and without interest.
2. The Offer is being made for all outstanding Shares.
3. The Offer is being made pursuant to the Agreement and Plan of Merger, dated as of June 26, 2025 (together with any amendments or supplements thereto, the “Merger Agreement”), among Turnstone, Purchaser and XRA 3 Corp., a Delaware corporation (“Merger Sub”), pursuant to which, after the completion of the Offer

and the satisfaction or waiver of certain conditions, Merger Sub will be merged with and into Turnstone, without a meeting or any further action of the Turnstone stockholders in accordance with Section 251(h) of the General Corporation Law of the State of Delaware (the “DGCL”), assuming the conditions thereto are met, and Turnstone will be the surviving corporation and a wholly owned subsidiary of Purchaser (such corporation, the “Surviving Corporation” and such merger, the “Merger”).

4. No appraisal rights are available to the holders of Shares in connection with the Offer, and stockholders who tender their Shares in the Offer will not have appraisal rights in connection with the Merger.

However, if Purchaser purchases Shares in the Offer and the Merger is consummated, holders of record and beneficial owners of Shares outstanding as of immediately prior to the Effective Time who: (i) did not tender their Shares in the Offer (or, if tendered, validly and subsequently withdrew such Shares prior to the time Purchaser accepts properly tendered Shares for purchase); (ii) otherwise comply with the applicable procedures under Section 262 of the DGCL; and (iii) do not thereafter withdraw their demand for appraisal of such Shares or otherwise fail to perfect or lose their appraisal rights, in each case in accordance with the DGCL, will be entitled to demand appraisal of their Shares and receive in lieu of the consideration payable in the Merger a cash payment equal to the “fair value” of their Shares, as determined by the Delaware Court of Chancery, in accordance with Section 262 of the DGCL plus interest, if any, on the amount determined to be the fair value, if certain conditions are met.

5. After careful consideration, Turnstone’s board of directors has unanimously: (i) determined that the terms of Offer, the Merger and the other transactions contemplated by the Merger Agreement and the CVR Agreement (collectively, the “Transactions”) are fair to, and in the best interests of, Turnstone and Turnstone’s stockholders; (ii) approved and declared advisable the Merger and the execution, delivery and performance by Turnstone of the Merger Agreement and the consummation of the Transactions; (iii) resolved that the Merger Agreement and the Merger shall be governed by and effected under Section 251(h) of the DGCL and be consummated as soon as practicable following the time at which Purchaser first irrevocably accepts for purchase the Shares tendered in the Offer; and (iv) recommended that the holders of Shares accept the Offer and tender their Shares pursuant to the Offer.

6. The Offer and withdrawal rights will expire one minute after 11:59 p.m., Eastern time, on August 7, 2025, unless the Offer is extended or earlier terminated by Purchaser.

7. The Offer is subject to certain conditions described in Section 9 of the Offer to Purchase.

8. Any transfer taxes applicable to the sale of Shares to Purchaser pursuant to the Offer will be paid by the Surviving Corporation (as defined in the Offer to Purchase), except as otherwise provided in the Letter of Transmittal.

If you wish to have us tender any or all of your Shares, then please so instruct us by completing, executing, detaching and returning to us the Instruction Form on the detachable part hereof. An envelope to return your instructions to us is enclosed. If you authorize tender of your Shares, then all such Shares will be tendered unless otherwise specified on the Instruction Form.

**Your prompt action is requested. Your Instruction Form should be forwarded to us in ample time to permit us to submit the tender on your behalf before the expiration of the Offer.**

The Offer is not being made to, nor will tenders be accepted from or on behalf of, holders of Shares in any jurisdiction in which the making of the Offer or acceptance thereof would not be in compliance with the laws of such jurisdiction, and Purchaser is not aware of any jurisdiction in which the making of the Offer or the tender of Shares in connection therewith would not be in compliance with the laws of such jurisdiction. If Purchaser becomes aware of any jurisdiction in which the making of the Offer would not be in compliance with applicable law, Purchaser will make a good faith effort to comply with any such law. If, after such good faith effort, Purchaser cannot comply with any such law, the Offer will not be made to (nor will tenders be accepted from or

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on behalf of) the holders of Shares residing in such jurisdiction. In those jurisdictions where applicable laws require that the Offer be made by a licensed broker or dealer, the Offer will be deemed to be made on behalf of Purchaser by one or more registered brokers or dealers licensed under the laws of such jurisdiction to be designated by Purchaser.

INSTRUCTION FORM

With Respect to the Offer to Purchase for Cash  
All Outstanding Shares of Common Stock  
of

TURNSTONE BIOLOGICS CORP.

at

A Price per Share of \$0.34, Plus One Non-Transferable Contractual Contingent Value Right (“CVR”) for Each Share, Which Represents the Right to Receive Potential Payments, in Cash, Contingent Upon Receipt of Any CVR Proceeds, as Described in the CVR Agreement

by

XOMA ROYALTY CORPORATION

The undersigned acknowledge(s) receipt of your letter and the enclosed Offer to Purchase, dated July 11, 2025 (together with the related documents and any amendments or supplements thereto, the “Offer to Purchase”) in connection with the offer (the “Offer”) by XOMA Royalty Corporation, a Nevada corporation (“Purchaser”), to purchase all of the outstanding shares of common stock, par value \$0.001 per share (the “Shares”), of Turnstone Biologics Corp., a Delaware corporation (“Turnstone”), for: (i) \$0.34 in cash (the “Cash Amount”), payable subject to any applicable Tax withholding and without interest, and (ii) one non-transferable contractual contingent value right (“CVR”), which shall represent the right to receive potential payments, in cash, described in, and subject to and in accordance with the terms and conditions of, the CVR Agreement, subject to any applicable tax withholding and without interest (such amount, the “CVR Amount,” and together with the Cash Amount, the “Offer Price”), all upon the terms and subject to the conditions described in the Offer to Purchase. The Offer Price will be paid net of any applicable tax withholding and without interest. The undersigned hereby instruct(s) you to tender to Purchaser the number of Shares indicated below or, if no number is indicated, all Shares held by you for the account of the undersigned, upon the terms and subject to the conditions set forth in the Offer.

The undersigned understands and acknowledges that all questions as to validity, form and eligibility of the surrender of any certificate representing Shares submitted on the undersigned’s behalf to Broadridge Corporate Issuer Solutions, LLC (the “Paying and Depositary Agent”) will be determined by Purchaser (which may delegate power in whole or in part to the Paying and Depositary Agent) and such determination shall be final and binding.

ACCOUNT NUMBER:

NUMBER OF SHARES BEING TENDERED HEREBY: \_\_\_\_\_ SHARES\*

The method of delivery of this document is at the election and risk of the tendering stockholder. If delivery is by mail, then registered mail with return receipt requested, properly insured, is recommended. In all cases, sufficient time should be allowed to ensure timely delivery.

\* Unless otherwise indicated, it will be assumed that all Shares held by us for your account are to be tendered.

Dated: \_\_\_\_\_, 2025



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**(Signature(s))**

**(Please Print Name(s))**

**Address:** \_\_\_\_\_  
**Include Zip Code**

Area Code and Telephone No. \_\_\_\_\_

Taxpayer Identification or Social Security No. \_\_\_\_\_

## CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT (“*Agreement*”) is being entered into as of April 16, 2025, between Turnstone Biologics Corp., a Delaware corporation (the “*Company*”), and XOMA Royalty Corporation, a Delaware corporation (“*Counterparty*”).

In order to facilitate the consideration and negotiation of a possible negotiated transaction between the Company and Counterparty (the “*Transaction*”), each of the Company and Counterparty (referred to collectively as the “*Parties*” and individually as a “*Party*”) has either requested or may request access to certain non-public information regarding the other Party and the other Party’s subsidiaries. Each Party, in its capacity as a provider of information, is referred to in this Agreement as the “*Provider*”; and each Party, in its capacity as a recipient of information, is referred to in this Agreement as the “*Recipient*”. This Agreement sets forth the Parties’ obligations regarding the use and disclosure of such information and regarding various related matters.

The Parties, intending to be legally bound, acknowledge and agree as follows:

**1. Limitations on Use and Disclosure of Confidential Information.** Subject to Section 4, neither the Recipient nor any of the Recipient’s Representatives (as defined in Section 16) will, at any time, directly or indirectly:

- (a) make use, or allow the use, of any of the Provider’s Confidential Information (as defined in Section 15), except for the specific purpose of considering, evaluating, negotiating and consummating the Transaction; or
- (b) disclose any of the Provider’s Confidential Information to any other Person (as defined in Section 16).

Recipient and Recipient’s Representatives will abide by the confidentiality obligations of Provider set forth in third party contracts included in the Provider’s Confidential Information. The Recipient will be liable and responsible for any breach of this Agreement by any of its Representatives and for any other action or conduct on the part of any of its Representatives that is inconsistent with any provision of this Agreement. The Recipient will (at its own expense) take all actions necessary to restrain its Representatives from making any unauthorized use or disclosure of any of the Provider’s Confidential Information.

**2. Provider Contact Person.** Any request by the Recipient or any of its Representatives to review any of the Provider’s Confidential Information must be directed to the individual(s) identified opposite the name of the Provider on **EXHIBIT A** (as applicable, the “*Provider Contact Person*”). Neither the Recipient nor any of the Recipient’s Representatives will contact or otherwise communicate with any other Representative or employee of the Provider in connection with the Transaction without the prior written authorization of the Provider Contact Person.

**3. No Representations by Provider.** The Provider Contact Person will have the exclusive authority to decide what Confidential Information (if any) of the Provider is to be made available to the Recipient and its Representatives. Neither the Provider nor any of the Provider's Representatives will be under any obligation to make any particular Confidential Information of the Provider available to the Recipient or any of the Recipient's Representatives or to supplement or update any Confidential Information of the Provider previously furnished. Neither the Provider nor any of its Representatives has made or is making any representation or warranty, express or implied, as to the accuracy or completeness of any of the Provider's Confidential Information, and neither the Provider nor any of its Representatives will have any liability to the Recipient or to any of the Recipient's Representatives on any basis (including, without limitation, in contract, tort or under United States federal or state securities laws or otherwise) relating to or resulting from the use of any of the Provider's Confidential Information or any inaccuracies or errors therein or omissions therefrom. Only those representations and warranties (if any) that are included in any final definitive written agreement that provides for the consummation of a Transaction between the Parties and is validly executed on behalf of the Parties (a "**Definitive Agreement**") will have legal effect.

**4. Permitted Disclosures.**

(a) Notwithstanding the limitations set forth in Section 1:

(i) the Recipient (and, if applicable, any of its Representatives) may disclose Confidential Information of the Provider if and to the extent that the Provider consents in writing to the Recipient's (or, if applicable, any of its Representative's) disclosure thereof;

(ii) subject to Section 4(b), the Recipient (and, if applicable, any of its Representatives) may disclose Confidential Information of the Provider to any Representative of the Recipient, but only to the extent such Representative (A) needs to know such Confidential Information for the purpose of helping the Recipient evaluate or negotiate the Transaction, and (B) has been provided with a copy of this Agreement and has agreed to abide and be bound by the provisions hereof or is otherwise bound by confidentiality obligations at least as restrictive as those contained in this Agreement; and

(iii) subject to Section 4(c), the Recipient (and, if applicable, any of its Representatives) may disclose Confidential Information of the Provider to the extent required by applicable law, rule, governmental regulation (including in connection with any legal, regulatory, judicial or administrative process or any audit or inquiry by a regulator, bank examiner or auditor), self-regulating organization or pursuant to mandatory professional ethics rules (collectively, "**Law**").

(b) If prior to providing certain Confidential Information to the Recipient (and, if applicable, its Representatives), the Provider delivers to the Recipient a written notice stating that such Confidential Information of the Provider may be disclosed only to specified Representatives of the Recipient, then, notwithstanding anything to the contrary contained in Section 4(a)(ii), the Recipient (and, if applicable, such specified Representatives) shall not thereafter disclose or permit the disclosure of any of such Confidential Information to any other Representative of the Recipient.

(c) If the Recipient or any of the Recipient's Representatives is required by Law to disclose any of the Provider's Confidential Information to any Person, then the Recipient will promptly provide the Provider with written notice of the applicable Law so that the Provider may seek a protective order or other appropriate remedy. The Recipient and its Representatives will cooperate fully with the Provider and the Provider's Representatives in any attempt by the Provider to obtain any such protective order or other remedy. If the Provider elects not to seek, or is unsuccessful in obtaining, any such protective order or other remedy in connection with any requirement that the Recipient or any of its Representatives, as applicable and as legally required, disclose Confidential Information of the Provider, and if the Recipient obtains advice of reputable legal counsel confirming that the disclosure of such Confidential Information is legally required, then the Recipient or any of such Representatives, as applicable, may disclose such Confidential Information to the extent legally required; *provided, however*, that the Recipient and its Representatives will use their reasonable best efforts to ensure that such Confidential Information is treated confidentially by each Person to whom it is disclosed.

**5. Return of Confidential Information.** Upon the Provider's written request, the Recipient and the Recipient's Representatives will promptly deliver to the Provider all of the Provider's Confidential Information (and all copies thereof) obtained or possessed by the Recipient or any of the Recipient's Representatives; *provided, however*, that, in lieu of delivering to the Provider any written materials containing Confidential Information of the Provider, the Recipient may destroy such written materials and deliver to the Provider a certificate confirming their destruction; *provided further*, that (a) Recipient and its Representatives shall not be required to destroy any computer files stored securely by them that are created pursuant to Recipient's standard and automatic backup or archival procedures; and (b) Recipient's external professional advisors (including its external auditors) shall be entitled to retain such Confidential Information as they are required to retain by Law or any professional standard applicable to them. Notwithstanding the delivery to the Provider, or the destruction by the Recipient, of Confidential Information of the Provider pursuant to this Section 5, the Recipient and its Representatives will continue to be bound by their confidentiality obligations and other obligations under this Agreement.

**6. Limitations on Soliciting and Hiring Employees.** During the two year period commencing on the date of this Agreement, neither Counterparty nor any Counterparty Representative will, directly or indirectly, solicit for purposes of employment, offer to hire, hire, or enter into any employment contract with, any employee of the Company or any of its affiliates, or otherwise solicit, induce or otherwise encourage any such person to discontinue or refrain from entering into any employment relationship (contractual or otherwise) with the Company; *provided* that the foregoing restrictions shall not apply to (a) solicitation through, or hiring that results from, general advertising or other general solicitation not targeted to the employees of the Company (including through a search firm) or (b) solicitation with respect to, or hiring, any person whose employment has been terminated by the Company for a period of at least six months at the time of such solicitation (or if no solicitation is made, at the time of such hiring).

**7. Standstill Provision.** During the twelve-month period commencing on the date of this Agreement (the “*Standstill Period*”), neither Counterparty nor any of Counterparty’s Representatives on behalf of Counterparty will, in any manner, directly or indirectly:

(a) make, effect, initiate, cause or participate in (i) any acquisition of beneficial ownership of any securities of the Company or any securities (including derivatives thereof) of any subsidiary or other controlled affiliate of the Company, (ii) any acquisition of any assets of the Company or any assets of any subsidiary, division or other controlled affiliate of the Company, except in the ordinary course of business, (iii) any tender offer, exchange offer, merger, business combination, recapitalization, restructuring, liquidation, dissolution or extraordinary transaction involving the Company or any subsidiary or other controlled affiliate of the Company or involving any securities or assets of the Company or any securities or assets of any subsidiary, division or other affiliate of the Company, or (iv) any “solicitation” of “proxies” (as those terms are used in the proxy rules of the Securities and Exchange Commission (“*SEC*”)) or consents with respect to any securities of the Company;

(b) form, join or participate in a “group” (as defined in the Securities Exchange Act of 1934, as amended, and the rules promulgated thereunder (the “*Exchange Act*”)) with respect to the beneficial ownership of any securities of the Company or any subsidiary or division of the Company;

(c) act, alone or in concert with others, to seek to control (as defined under Rule 405 promulgated under the Securities Act of 1933, as amended, and the rules promulgated thereunder) the management, board of directors or policies of the Company;

(d) take any action that would reasonably be expected to require the Company to make a public announcement regarding any of the types of matters set forth in clause (a) of this sentence;

(e) agree or offer to take, or encourage or propose (publicly or otherwise) the taking of, any action referred to in clause (a), (b), (c) or (d) of this sentence;

(f) assist, induce or encourage any other Person to take any action of the type referred to in clause (a), (b), (c), (d) or (e) of this sentence;

(g) enter into any discussions, negotiations, arrangement or agreement with any other Person relating to any of the foregoing; or

(h) request or propose (either directly or indirectly) that the Company or any of the Company’s Representatives amend, waive or consider the amendment or waiver of any provision set forth in this Section 7 (including this sub-paragraph).

Notwithstanding any other provision of this Agreement to the contrary, nothing in this Agreement will be deemed to prohibit the Counterparty from confidentially communicating to the Company’s board of directors or chief executive officer any non-public proposals regarding a possible transaction of any kind in such a manner as would not reasonably be expected to require public disclosure thereof under applicable Law or listing standards of any securities exchange applicable to the Company or its Representatives or to Counterparty or its Representatives. The expiration of the Standstill Period will not terminate or otherwise affect any of the other provisions of this Agreement.

Notwithstanding the foregoing provisions of this Section 7, if, at any time during the Standstill Period: (i) the Company (or its board of directors) approves and enters into a definitive agreement for a Major Transaction with a third party unrelated to the Counterparty or any of its affiliates; or (ii) if any person unrelated to the Counterparty or any of its affiliates makes a tender or exchange offer) for securities of the Company which, if effected, would result in a Major Transaction, and the Company files with the SEC a Schedule 14D-9 with respect to such offer that recommends that the Company's stockholders accept such offer, then this Section 7 shall terminate and all other provisions of this Agreement shall continue to be in full force and effect in accordance with the terms hereof. For these purposes, a "Major Transaction" shall mean a transaction in which: (x) a person or "group" (within the meaning of Section 13(d) of the Exchange Act) acquires, directly or indirectly, securities representing more than 50% of the voting power of the Company, or (y) the Company engages in a merger or other business combination such that the holders of voting securities of the Company immediately prior to the transaction owns less than 50% of the voting power of securities of the resulting entity. Any breach of, noncompliance with, the provisions of this Section 7 applicable to the affiliates of the Counterparty shall be deemed a breach or noncompliance by the Counterparty.

**8. No Obligation to Pursue Transaction.** Unless the Parties enter into a Definitive Agreement, no agreement providing for the Transaction will be deemed to exist between the Parties, and neither Party will be under any obligation to negotiate or enter into any such agreement or transaction with the other Party. Except as otherwise set forth in this Agreement, each Party reserves the right, in its sole discretion: (a) to conduct any process it deems appropriate with respect to the Transaction and to modify any procedures relating to any such process without giving notice to the other Party or any other Person; (b) to reject any proposal made by the other Party or any of the other Party's Representatives with respect to the Transaction; and (c) to terminate discussions and negotiations with the other Party at any time. Each Party recognizes that, except as expressly provided herein or in any binding written agreement between the Parties that is executed on or after the date of this Agreement: (i) the other Party and its Representatives will be free to negotiate with, and to enter into any agreement or transaction with, any other interested party; and (ii) such Party will not have any rights or claims against the other Party or any of the other Party's Representatives arising out of or relating to any transaction or proposed transaction involving the other Party.

**9. No Waiver.** No failure or delay by either Party or any of its Representatives in exercising any right, power or privilege under this Agreement will operate as a waiver thereof, and no single or partial exercise of any such right, power or privilege will preclude any other or future exercise thereof or the exercise of any other right, power or privilege under this Agreement. No provision of this Agreement can be waived or amended except by means of a written instrument that is validly executed on behalf of both of the Parties and that refers specifically to the particular provision or provisions being waived or amended.

**10. Remedies.** Each Party acknowledges that money damages would not be a sufficient remedy for any breach of this Agreement by such Party or by any of such Party's Representatives and that the other Party would suffer irreparable harm as a result of any such breach. Accordingly, each Party will also be entitled to equitable relief, including injunction and specific performance, as a remedy for any breach or threatened breach of this Agreement by the other Party or any of the other Party's Representatives, and each Party further agrees to waive any requirement for the showing of actual damages or securing or posting of any bond in connection with such remedy. The equitable remedies referred to above will not be deemed to be the exclusive remedies for a breach of this Agreement, but rather will be in addition to all other remedies available at law or in equity to the Parties. In the event of litigation relating to this Agreement, if a court of competent jurisdiction determines that either Party or any of its Representatives has breached this Agreement, such Party will be liable for, and will pay to the other Party and the other Party's Representatives, the reasonable, documented legal fees incurred by the other Party and the other Party's Representatives in connection with such litigation (including any appeal relating thereto).

**11. Trading in Securities.** The Recipient acknowledges and agrees that it is aware (and that the Recipient's Representatives are aware or will be advised by the Recipient) that Confidential Information being furnished by the Provider may contain material, non-public information regarding the Provider and that the United States federal or state securities laws prohibit any Person who has such material, non-public information from purchasing or selling securities of the Provider on the basis of such information or from communicating such information to any Person under circumstances in which it is reasonably foreseeable that such Person is likely to purchase or sell such securities on the basis of such information.

**12. Successors and Assigns; No Assignment.** This Agreement will be binding upon and inure to the benefit of each Party and its Representatives and their respective heirs, successors and assigns. This Agreement may not be assigned by any Party without the express prior written consent of the other Party.

**13. Applicable Law; Jurisdiction and Venue.** This Agreement will be governed by and construed in accordance with the laws of the State of Delaware (without giving effect to principles of conflicts of laws). Each Party and its Representatives: (a) irrevocably and unconditionally consents and submits to the jurisdiction of the state and federal courts located in the State of Delaware for purposes of any action, suit or proceeding arising out of or relating to this Agreement; (b) agrees that service of any process, summons, notice or document by U.S. registered mail to the address set forth opposite the name of such Party at the end of this Agreement shall be effective service of process for any such action, suit or proceeding brought against such Party or any of such Party's Representatives; (c) irrevocably and unconditionally waives any objection to the laying of venue of any action, suit or proceeding arising out of or relating to this Agreement in any state or federal court located in the State of Delaware; and (d) irrevocably and unconditionally waives the right to plead or claim, and irrevocably and unconditionally agrees not to plead or claim, that any action, suit or proceeding arising out of or relating to this Agreement that is brought in any state or federal court located in the State of Delaware has been brought in an inconvenient forum.

**14. Co-Bidders and Financing Sources.** Without limiting anything in this Agreement, Counterparty represents that neither it nor, to the best of its knowledge, any of its Representatives has (a) entered into (and, except with the prior written consent of the Company, agrees that it will not and will use reasonable efforts to ensure that its Representatives will not enter into) directly or indirectly, any agreement, arrangement or understanding with any Person as a principal, co-investor or co-bidder with respect to a possible transaction involving the Company or that would restrict the ability of any other Person to provide debt, equity or other financing for a possible transaction involving the Company or (b) engaged in any discussions which might lead to any agreement, arrangement or understanding with any such Person.

**15. Confidential Information.** For purposes of this Agreement, the Provider's "Confidential Information" means:

(a) any information (including any technology, know-how, patent application, test result, research study, business plan, budget, forecast or projection) relating directly or indirectly to the business of the Provider, any predecessor entity or any subsidiary or other affiliate of the Provider (whether prepared by the Provider or by any other Person and whether or not in written form) that is or that has at any time been made available to the Recipient or any Representative of the Recipient by or on behalf of the Provider or any Representative of the Provider;

(b) any memorandum, analysis, compilation, summary, interpretation, study, report or other document, record or material that is or has been prepared by or for the Recipient or any Representative of the Recipient and that contains, reflects, interprets or is based directly or indirectly upon any information of the type referred to in clause (a) of this Section 15;

(c) the existence and terms of this Agreement, and the fact that information of the type referred to in clause (a) of this Section 15 has been made available to the Recipient or any of its Representatives; and

(d) the fact that discussions or negotiations are or may be taking place with respect to the Transaction and the proposed terms of any such transaction;

provided, however, that the Company and its Representatives shall not be restricted from making any such disclosure referred to in the foregoing clauses (c) and (d) in a manner that does not (or is not reasonably likely to) identify the Counterparty or its affiliates in such disclosure;

provided, further, that the Provider's "Confidential Information" will not be deemed to include:

(i) any information that is or becomes generally available to the public other than as a direct or indirect result of the disclosure of any of such information by the Recipient or by any of the Recipient's Representatives;

(ii) any information that was in the Recipient's possession prior to the time it was first made available to the Recipient or any of the Recipient's Representatives by or on behalf of the Provider or any of the Provider's Representatives; *provided* that the source of such information was not and is not known to the Recipient to be bound by any contractual or other obligation of confidentiality to the Provider or to any other Person with respect to any of such information;



(iii) any information that becomes available to the Recipient on anon-confidential basis from a source other than the Provider or any of the Provider's Representatives; *provided* that such source is not reasonably known to the Recipient to be bound by any contractual or other obligation of confidentiality to the Provider or to any other Person with respect to any of such information; or

(iv) any information that is developed by or on behalf of the Recipient independently of the disclosure of Confidential Information and without reference to or use of Confidential Information.

#### **16. Miscellaneous.**

(a) For purposes of this Agreement, a Party's "Representatives" will be deemed to include each Person that is or during the term of this Agreement becomes (i) a subsidiary of such Party, (ii) an officer, director, managing member, manager, executive or general partner employee, advisor, agent or other representative of such Party or of such Party's affiliates; *provided* that any external advisor, agent or other representative of Counterparty or Counterparty's affiliates (including without limitation accountants, attorneys, financial advisors, and consultants) shall be deemed "Representatives" only upon prior written approval of the Company, or (iii) only upon prior written approval of the other Party, a potential debt financing source to be used by such Party in connection with the Transaction; *provided* that any debt financing source enters into a confidentiality agreement with the other Party that includes obligations relating to the other Party's Confidential Information, securities and employees that are at least as restrictive as the obligations in this Agreement (and providing that the other Party shall be a third party beneficiary thereof). Representatives shall not include any potential principal, co-investor, co-bidder, provider of equity capital that is not any equity fund managed by Counterparty, any proposed joint buyer in the Transaction or a debt financing source that is not pre-approved in writing by the Company.

(b) The term "Person," as used in this Agreement, will be broadly interpreted to include any individual and any corporation, partnership, entity, group, tribunal or governmental authority.

(c) The bold-faced captions appearing in this Agreement have been included only for convenience and shall not affect or be taken into account in the interpretation of this Agreement.

(d) Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

(e) By making Confidential Information or other information available to the Recipient or the Recipient's Representatives, the Provider is not, and shall not be deemed to be, granting (expressly or by implication) any license or other right under or with respect to any patent, trade secret, copyright, trademark or other proprietary or intellectual property right. Neither the Recipient nor the Recipient's Representatives shall file any patent application containing any claim to any subject matter derived from the Confidential Information of the Provider.

(f) To the extent that any Confidential Information includes materials or other information that may be subject to the attorney-client privilege, work product doctrine or any other applicable privilege or doctrine concerning any Confidential Information or any pending, threatened or prospective action, suit, proceeding, investigation, arbitration or dispute, it is acknowledged and agreed that the Parties have a commonality of interest with respect to such Confidential Information or action, suit, proceeding, investigation, arbitration or dispute and that it is the Parties' mutual desire, intention and understanding that the sharing of such materials and other information is not intended to, and shall not, affect the confidentiality of any of such materials or other information or waive or diminish the continued protection of any of such materials or other information under the attorney-client privilege, work product doctrine or other applicable privilege or doctrine. Accordingly, all Confidential Information that is entitled to protection under the attorney-client privilege, work product doctrine or other applicable privilege or doctrine shall remain entitled to protection thereunder and shall be entitled to protection under the joint defense doctrine, and the Parties agree to take all measures necessary to preserve, to the fullest extent possible, the applicability of all such privileges or doctrines.

(g) This Agreement constitutes the entire agreement between the Recipient and the Provider regarding the subject matter hereof and supersedes any prior agreement between the Recipient and the Provider regarding the subject matter hereof.

(h) The terms of this Agreement shall control over any additional purported confidentiality requirements imposed by any offering memorandum, web-based database or similar repository of Confidential Information to which the Recipient or any of its Representatives is granted access in connection with the Transaction, notwithstanding acceptance of such an offering memorandum or submission of an electronic signature, "clicking" on an "I agree" icon or other indication of assent to such additional confidentiality conditions.

(i) This Agreement shall continue in full force and effect for a period of three years from the effective date of this Agreement *provided that* Section 13 shall be binding in perpetuity or until the latest date permitted by law. For the avoidance of doubt, the termination of this Agreement shall not relieve any Party from any liability with respect to any violation or breach of any provision contained in this Agreement and after the termination of this Agreement, Recipient shall not use or disclose any of the Provider's Confidential Information that is retained by Recipient pursuant to Section 5, including for archival purposes. Nothing herein is intended to limit or abridge the protection of trade secrets under applicable trade secrets law, and the protection of trade secrets by the Recipient shall be maintained as such until they fall into the public domain.

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(j) The Recipient agrees not to export, directly or indirectly, any U.S. source technical data acquired from the Provider or any products utilizing such data to countries outside the United States, which export may be in violation of the United States export laws or regulations.

(k) This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement. The exchange of a fully executed Agreement (in counterparts or otherwise) by electronic transmission or by facsimile shall be sufficient to bind the parties to the terms and conditions of this Agreement.

\* \* \* \* \*

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The parties have caused this Agreement to be executed as of the date first set forth above.

**TURNSTONE BIOLOGICS CORP.**

By: /s/ Sammy Farah  
Name: Sammy Farah, PhD  
Title: President & Chief Executive Officer

**XOMA CORPORATION**

By: /s/ Owen Hughes  
Name: Owen Hughes  
Title: Executive Chairman

*[Signature Page – Confidentiality Agreement]*

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**EXHIBIT A**

**PROVIDER CONTACT PERSONS**

**TURNSTONE BIOLOGICS CORP.:** [\_\_\_\_\_]

*[Exhibit A to Confidentiality Agreement]*

## Calculation of Filing Fee Tables

**SC TO-T**

(Form Type)

**TURNSTONE BIOLOGICS CORP.**

(Name of Subject Company – Issuer)

**XOMA ROYALTY CORPORATION**

(Names of Filing Person — Offeror)

**Table 1: Transaction Valuation**

	Transaction Valuation*	Fee Rate	Amount of Filing Fee**
Fees to Be Paid	\$8,469,908.32	0.00015310	\$1,296.74
Fees Previously Paid	\$0.00		\$0.00
<b>Total Transaction Valuation</b>	\$8,469,908.32		
<b>Total Fees Due for Filing</b>			\$1,296.74
<b>Total Fees Previously Paid</b>			\$0.00
<b>Total Fee Offsets</b>			\$0.00
<b>Net Fee Due</b>			\$1,296.74

\*The transaction valuation is estimated for purposes of calculating the amount of the filing fee only. The transaction valuation was estimated by multiplying (A) the sum of (1) 23,140,691 shares of common stock, par value \$0.001 per share (the “Shares”) of Turnstone Biologics Corp., a Delaware corporation (“Turnstone”), issued and outstanding; and (2) 1,135 Shares subject to outstanding restricted stock units; and (B) \$0.366, the average of the high and low sales prices per Share on July 9, 2025, as reported by the Nasdaq Stock Market LLC. All Share amounts are based on information provided by Turnstone as of July 10, 2025.

\*\*The amount of the filing fee was calculated in accordance with Rule0-11 of the Securities Exchange Act of 1934, as amended, and Fee Rate Advisory #1 for fiscal year 2025 beginning on October 1, 2024, issued on August 20, 2024, by multiplying the transaction valuation by 0.00015310.