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

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**SCHEDULE 13D**

**Under the Securities Exchange Act of 1934  
(Amendment No. )**

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**Cibus, Inc.**  
(Name of Issuer)

**Class A Common Stock, \$0.0001 per share**  
(Title of Class of Securities)

**17166A 101**  
(CUSIP Number)

**Rory B. Riggs  
c/o Cibus, Inc.  
6455 Nancy Ridge Drive  
San Diego, CA 92121  
(858) 450-0008**

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

**May 31, 2023**  
(Date of Event Which Requires Filing of this Statement)

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If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of Rule 13d-1(e), 13d-1(f) or 13d-1(g), check the following box.

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**Note:** Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Rule 13d-7 for other parties to whom copies are to be sent.

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\* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of section 18 of the Securities Exchange Act of 1934 (the "Exchange Act") or otherwise subject to the liabilities of that section of the Exchange Act but shall be subject to all other provisions of the Exchange Act (however, see the Notes).

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1	NAME OF REPORTING PERSONS	
	Rory B. Riggs	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS	
	OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E)	
	<input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION	
	United States	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER
		2,402,687 <sup>(1)</sup>
	8	SHARED VOTING POWER
		1,624,860 <sup>(2)</sup>
	9	SOLE DISPOSITIVE POWER
		2,402,687 <sup>(1)</sup>
	10	SHARED DISPOSITIVE POWER
		1,624,860 <sup>(2)</sup>
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON	
	4,027,547	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES	
	<input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)	
	19.7% <sup>(3)</sup>	
14	TYPE OF REPORTING PERSON	
	IN	

- (1) Consists of (i) 849,662 shares of Class A common stock, par value \$0.0001 per share ("Class A Common Stock"), and 1,361,226 shares of Class A Common Stock issuable upon conversion of Class B common stock, par value \$0.0001 per share ("Class B Common Stock"); (ii) 167,992 shares of restricted Class A Common Stock representing substitute awards granted and issued pursuant to the Cibus, Inc. 2017 Omnibus Incentive Plan upon the closing of the Transactions (as defined below), whereby certain Cibus Global, LLC ("Cibus Global") restricted profits interest units previously granted to employees of Cibus Global were automatically cancelled and converted

into the right to receive a number of restricted shares of the Class A Common Stock, subject to the same vesting schedule as was applicable to such profits interests units prior to the closing of the Transactions; and (iii) 2,916 shares of Class A Common Stock and 20,891 shares of Class A Common Stock issuable upon conversion of Class B Common Stock held of record by the Rory Riggs Family Trust, for which Mr. Riggs is trustee and has sole voting and dispositive power with respect to the shares held by the trust. Shares of Class B Common Stock have full voting, but no economic rights and are generally exchangeable, as a paired unit together with an equal number of membership units of Cibus Global (“Cibus Global Common Units”), for shares of Class A Common Stock on a one-for-one basis, or, subject to certain restrictions, the cash equivalent with respect to all or a portion thereof, based on a volume-weighted average price of a share of Class A Common Stock pursuant to the terms of the Exchange Agreement, dated May 31, 2023 (the “Exchange Agreement”), by and among Cibus, Inc. (the “Issuer”), Cibus Global, and the holders (the “Electing Members”) of Class B Common Stock and Cibus Global Common Units (collectively, “Up-C Units”).

- (2) Consists of 118,893 shares of Class A Common Stock and 1,505,967 shares of Class A Common Stock issuable upon conversion of Class B Common Stock held of record by New Ventures Agtech Solutions, LLC (“New Ventures Agtech”), for which Mr. Riggs shares voting and investment power.
- (3) The total outstanding shares of Class A Common Stock of the Issuer used in calculating the percent of class assumes the conversion of all of Mr. Riggs’ Class B Common Stock into Class A Common Stock, resulting in a total of 20,489,965 shares of Class A Common Stock outstanding (which reflects the sum of (x) 17,601,881 shares of Class A Common Stock outstanding as of May 31, 2023, as set forth in the Issuer’s Current Report on Form 8-K filed with the Securities and Exchange Commission (the “SEC”) on June 1, 2023, and (y) 2,888,084 shares of Class A Common Stock issuable on conversion of Mr. Riggs’ Class B Common Stock).

1	NAME OF REPORTING PERSONS New Ventures Agtech Solutions, LLC	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 1,624,860 <sup>(1)</sup>
	8	SHARED VOTING POWER 0
	9	SOLE DISPOSITIVE POWER 1,624,860 <sup>(1)</sup>
	10	SHARED DISPOSITIVE POWER 0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 1,624,860	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 8.5% <sup>(2)</sup>	
14	TYPE OF REPORTING PERSON OO	

(1) Consists of 118,893 shares of Class A Common Stock and 1,505,967 shares of Class A Common Stock issuable upon conversion of Class B Common Stock held of record by New Ventures Agtech.

(2) The total outstanding shares of Class A Common Stock of the Issuer used in calculating the percent of class assumes the conversion of all of New Ventures Agtech's Class B Common Stock into Class A Common Stock, resulting in a total of 19,107,848 shares of Class A Common Stock outstanding (which reflects the sum of (x) 17,601,881 shares of Class A Common Stock outstanding as of May 31, 2023, as set forth in the Issuer's Current Report on Form 8-K filed with the SEC on June 1, 2023, and (y) 1,505,967 shares of Class A Common Stock issuable on conversion of New Ventures Agtech's Class B Common Stock).

**Item 1. Security and Issuer.**

The title and the class of equity securities to which this statement on Schedule 13D (“Schedule 13D”) relates are the shares of Class A Common Stock of the Issuer, whose principal executive offices are located at 6455 Nancy Ridge Drive, San Diego, CA 92121.

**Item 2. Identity and Background.**

(a) This Schedule 13D is filed jointly by (i) Rory B. Riggs and (ii) New Ventures Agtech (collectively, the “Reporting Persons”).

(b) The principal business address of Rory B. Riggs is c/o Cibus, Inc. 6455 Nancy Ridge Drive San Diego, CA 92121. The principal business address of New Ventures Agtech is c/o Vantage Consulting Group, Inc. 3500 Pacific Avenue, Virginia Beach, Virginia 23451.

(c) Rory B. Riggs is the Chief Executive Officer and Chair of the board of directors of the Issuer. The principal business of New Ventures Agtech is venture capital investment.

(d) During the last five years, neither Reporting Person has been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).

(e) During the last five years, neither Reporting Person has been party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding were or are subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

(f) Rory B. Riggs is a citizen of the United States. New Ventures Agtech is a Delaware limited liability company.

**Item 3. Source and Amount of Funds or Other Consideration.**

On May 31, 2023, the Issuer (formerly Calyxt, Inc.) (prior to the completion of the business combination, “Calyxt”) completed its business combination in accordance with the terms of the Agreement and Plan of Merger, dated as of January 13, 2023, as amended by the First Amendment thereto, dated as of April 14, 2023 (as amended, the “Merger Agreement,” and the transactions contemplated thereby, the “Transactions”), by and among Calyxt, Calypso Merger Subsidiary, LLC, a Delaware limited liability company and wholly-owned subsidiary of Calyxt (“Merger Subsidiary”), Cibus Global, and certain blocker entities party thereto (collectively, the “Blockers”).

Upon closing of the Transactions, Calyxt was renamed “Cibus, Inc.”, the Issuer’s Amended and Restated Certificate of Incorporation was amended such that the Issuer had two classes of common stock (Class A Common Stock and Class B Common Stock), and Calyxt’s existing common stock remained as Class A Common Stock.

The Reporting Persons were equity holders of Cibus Global prior to the closing of the Transactions. Mr. Riggs acquired 1,138,463 shares of Class A Common Stock and 2,888,084 shares of Class B Common Stock on May 31, 2023 in connection with the Transactions. Mr. Riggs purchased 1,000 shares of Class A Common Stock in an open market purchase on June 1, 2023. New Ventures Agtech acquired 118,893 shares of Class A Common Stock and 1,505,967 shares of Class B Common Stock on May 31, 2023 in connection with the Transactions.

The foregoing references to and descriptions of the Merger Agreement and Transactions do not purport to be complete and are subject to, and are qualified in their entirety by reference to, the full text of the Merger Agreement, attached hereto as Exhibits 1.01 and 1.02.

**Item 4. Purpose of Transaction.**

The information set forth in Item 3 is incorporated by reference in its entirety into this Item 4.

Mr. Riggs serves as the Chief Executive Officer and Chair of the board of directors of the Issuer and, in such capacity, has influence over the corporate activities of the Issuer, including activities which may relate to items described in subparagraphs (a) through (j) of Item 4 of Schedule 13D.

As described in Item 3 above, the Reporting Persons acquired shares of Class A Common Stock in connection with the Transactions. Mr. Riggs acquired additional shares of Class A Common Stock in an open market purchase. The Reporting Persons presently consider the shares of Class A Common Stock as an investment and intend to review their investment on an ongoing basis, taking into account a number of factors, including, without limitation, general market and economic conditions. Such continuing review may result in the Reporting Persons acquiring additional shares of Class A Common Stock in the open market or in privately negotiated transactions, maintaining their holdings at current levels or selling all or a portion of holdings in the open market or in privately negotiated transactions. Any transactions conducted by the Reporting Persons will be subject to the Lock-Up Agreement described in Item 6 of this Schedule 13D and the Issuer's Insider Trading Policy.

Except as set forth above, the Reporting Persons have no present plans or intentions which would result in or relate to any of the transactions described in subparagraphs (a) through (j) of Item 4 of Schedule 13D.

**Item 5. Interest in Securities of the Issuer.**

(a) – (b) The ownership information presented below represents beneficial ownership of Class A Common Stock of the Issuer as of June 1, 2023, based upon 17,601,881 shares of Class A Common Stock outstanding as of May 31, 2023, giving effect to the 1-for-5 reverse stock split of Calyxt's common stock on May 31, 2023 and immediately following the closing of the Transactions, as set forth in the Issuer's Current Report on Form 8-K filed with the Securities and Exchange Commission on June 1, 2023.

Reporting Person	Amount beneficially owned	Percent of class	Sole power to vote or to direct the vote	Shared power to vote or to direct the vote	Sole power to dispose or to direct the disposition of	Shared power to dispose or to direct the disposition of
Rory B. Riggs	4,027,547	19.7%	2,402,687	1,624,860	2,402,687	1,624,860
New Ventures Agtech Solutions, LLC	1,624,860	8.5%	1,624,860	0	1,624,860	0

Mr. Riggs may be deemed the beneficial owner of 4,027,547 shares of Class A Common Stock, which includes: (i) 849,662 shares of Class A Common Stock and 1,361,226 shares of Class A Common Stock issuable upon conversion of Class B Common Stock; (ii) 167,992 shares of restricted Class A Common Stock representing substitute awards granted and issued pursuant to the Cibus, Inc. 2017 Omnibus Incentive Plan upon the closing of the Transactions, whereby certain Cibus Global restricted profits interest units previously granted to employees of Cibus Global were automatically cancelled and converted into the right to receive a number of restricted shares of the Class A Common Stock, subject to the same vesting schedule as was applicable to such profits interests units prior to the closing of the Transactions; (iii) 2,916 shares of Class A Common Stock and 20,891 shares of Class A Common Stock issuable upon conversion of Class B Common Stock held of record by the Rory Riggs Family Trust, for which Mr. Riggs is trustee and has sole voting and dispositive power with respect to the shares held by the trust; and (iv) 118,893 shares of Class A Common Stock and 1,505,967 shares of Class A Common Stock issuable upon conversion of Class B Common Stock held of record by New Ventures Agtech, for which Mr. Riggs shares voting and investment power. Shares of Class B Common Stock have full voting, but no economic rights and are generally exchangeable, as a paired interest together with an equal number of Cibus Global Common Units, for shares of Class A Common Stock on a one-for-one basis, or, subject to certain restrictions, the cash equivalent with respect to all or a portion thereof, based on a volume-weighted average price of a share of Class A Common Stock pursuant to the terms of the Exchange Agreement.

(c) Except as described in this Schedule 13D, during the past 60 days the Reporting Persons have not effected any transactions in the shares of Class A Common Stock.

(d) Except as disclosed in this Schedule 13D, to the knowledge of the Reporting Persons, no one other than the Reporting Persons has the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, the securities of the Issuer reported as beneficially owned by the Reporting Persons herein.

(e) Not applicable.

**Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer.**

***Cibus Global Support Agreement***

Concurrently with the execution of the Merger Agreement and as a condition to Calyxt entering into the Merger Agreement, Calyxt entered into support agreements (the “Cibus Global Support Agreements”) with certain of Cibus Global’s equity holders, directors and officers (the “Cibus Global Supporting Unitholders”) who, collectively and in the aggregate as of January 13, 2023, held voting power of approximately 54.3% of the outstanding Cibus Global membership units (the “Subject Units”). Pursuant to the terms of the Cibus Global Support Agreements, the Cibus Global Supporting Unitholders agreed to take certain actions to support the Transactions, including not transferring the Subject Units during the term of the Cibus Global Support Agreements except under specified circumstances and voting (or acting by written consent) all of its Subject Units in favor of the Mergers and the other Transactions, against any alternative acquisition proposals and to convert all outstanding pre-closing Cibus Global preferred units into pre-closing Cibus Global voting common units on a one-for-one basis.

The Cibus Global Support Agreements also contained customary termination provisions, including termination with respect to a given Cibus Global Supporting Unitholder in the event of any modification or amendment to the Merger Agreement in a manner that reduced the amount or changed the form of merger consideration payable to such Cibus Global Supporting Unitholder or otherwise adversely affected the Cibus Global Supporting Unitholder in any material respect without his, her or its prior written approval.

The foregoing summary of the Cibus Global Support Agreements is not complete and is qualified in its entirety by the full text of the form of Cibus Global Support Agreement attached hereto as Exhibit 1.03 and incorporated herein by reference.

***Lock-Up Agreement***

On June 1, 2023, the newly appointed directors and certain officers of the Issuer entered into lock-up agreements pursuant to which they agreed, for a period of six months, not to transfer 90% of the shares of Class A Common Stock or any security convertible into or exercisable for shares of Class A Common Stock they held immediately after the closing of the Transactions, subject to customary exemptions (the “Lock-Up Agreements”).

The foregoing summary of the Lock-Up Agreements is not complete and is qualified in its entirety by the full text of the form of Lock-Up Agreement attached hereto as Exhibit 1.04 and incorporated herein by reference.

***Registration Rights Agreement***

On May 31, 2023, the Issuer entered into a Registration Rights Agreement (the “Registration Rights Agreement”) with the Electing Members in connection with the Transactions. The Registration Rights Agreement provides the Electing Members certain registration rights whereby, at any time following the consummation of the Transactions and the expiration of any related lock-up period, the Electing Members can require the Issuer to register under the Securities Act of 1933, as amended, shares of Class A Common Stock issuable to them upon exchange of the Up-C Units.

The foregoing description of the Registration Rights Agreement is not complete and is qualified in its entirety by the full text of the Registration Rights Agreement attached hereto as Exhibit 1.05 and incorporated herein by reference.

***Exchange Agreement***

On May 31, 2023, in connection with the Transactions, the Issuer entered into the Exchange Agreement with Cibus Global and the Electing Members pursuant to which, subject to the procedures and restrictions therein, the holders of Up-C Units (or certain permitted transferees thereof) have the right from time to time from, and after the effectiveness of a Registration Statement on Form S-3 to be filed by the Issuer pursuant to the terms and conditions of the Registration Rights Agreement, to exchange their Up-C Units on a one-for-one basis, for shares of Class A Common Stock (the “Exchange”); provided, that, subject to certain exceptions, the Issuer, at its sole election, subject to certain restrictions, may, other than in

the case of certain secondary offerings, instead settle all or a portion of the Exchange in cash based on a volume weighted average price of a share of Class A Common Stock. The Exchange Agreement provides that, as a general matter, a holder of Up-C Units will not have the right to exchange Up-C Units if the Issuer determines that such exchange would be prohibited by law or regulation or would violate other agreements with the Issuer and its subsidiaries to which the holder of Up-C Units may be subject, including the Cibus Global Amended Operating Agreement (as defined below). Additionally, the Exchange Agreement contains restrictions on redemptions and exchanges intended to prevent Cibus Global from being treated as a “publicly traded partnership” for U.S. federal income tax purposes. These restrictions are modeled on certain safe harbors provided for under applicable U.S. federal income tax law. The Issuer may impose additional restrictions on exchanges that it determines to be necessary or advisable so that Cibus Global is not treated as a “publicly traded partnership” for U.S. federal income tax purposes.

The foregoing description of the Exchange Agreement is not complete and is qualified in its entirety by the full text of the Exchange Agreement attached hereto as Exhibit 1.06 and incorporated herein by reference.

#### ***Tax Receivable Agreement***

On May 31, 2023, in connection with the Transactions, the Issuer entered into a Tax Receivable Agreement (the “Tax Receivable Agreement”), pursuant to which the Issuer generally is required to pay to the Electing Members party to the Tax Receivable Agreement, in the aggregate, 85% of the net income tax savings that the Issuer actually realizes (or in certain circumstances, is deemed to realize) as a result of (i) certain favorable tax attributes that the Issuer acquired from the Blockers in the Blocker mergers (including net operating losses), (ii) increases to the Issuer’s allocable share of the tax basis of Cibus Global’s assets resulting from future redemptions or exchanges of Cibus Global Common Units for shares of Class A Common Stock or cash, (iii) tax attributes resulting from certain payments made under the Tax Receivable Agreement, and (iv) deductions in respect of interest under the Tax Receivable Agreement. The payment obligations under the Tax Receivable Agreement are the Issuer’s obligations and not obligations of Cibus Global.

The foregoing description of the Tax Receivable Agreement is not complete and is qualified in its entirety by the full text of the Tax Receivable Agreement attached hereto as Exhibit 1.07 and incorporated herein by reference.

#### ***Cibus Global Amended Operating Agreement***

On May 31, 2023, in connection with the Transactions, Cibus Global’s second amended and restated limited liability company agreement was amended and restated to be in the form attached hereto as Exhibit 1.08 (the “Cibus Global Amended Operating Agreement”).

*Rights of the Units.* The Cibus Global Common Units are entitled to share in the profits and losses of Cibus Global and to receive distributions as and if declared by the Issuer, in its capacity as the managing member of Cibus Global (the “Cibus Global Managing Member”), and generally have no voting rights.

*Management.* Cibus Global is managed by the Cibus Global Managing Member. The Cibus Global Managing Member has the sole vote on all matters that require a vote of the manager under the Cibus Global Amended Operating Agreement or applicable law. The business, property and affairs of Cibus Global are managed solely by the Cibus Global Managing Member, and the Cibus Global Managing Member cannot be removed or replaced without the consent of the Cibus Global Managing Member. The Cibus Global Amended Operating Agreement cannot be amended, restated or modified without the consent of the Cibus Global Managing Member. The Cibus Global Managing Member may designate officers of Cibus Global and may delegate to such officers or others the authority to act on behalf of Cibus Global.

*Distributions.* The Cibus Global Managing Member may, in its sole discretion, authorize distributions to the holders of Cibus Global Common Units to the extent there is Available Cash (as defined in the Cibus Global Amended Operating Agreement). Subject to provisions in the Cibus Global Amended Operating Agreement governing tax distributions to the members of Cibus Global, all such distributions will be made pro rata in accordance with the number of Cibus Global Common Units held by the members. Upon the dissolution of Cibus Global, all net proceeds in connection with the dissolution would be distributed pro rata in accordance with each member’s number of Cibus Global Common Units.

The holders of Cibus Global Common Units will generally incur U.S. federal, state and local income taxes on their proportionate share of any net taxable income of Cibus Global. Net profits and net losses of Cibus Global will generally be allocated to its members pro rata in accordance with the percentages of their respective ownership of Cibus Global Common Units. The Cibus Global Amended Operating Agreement provides for pro rata cash distributions to the holders of Cibus Global Common Units for purposes of funding their tax obligations in respect of the taxable income of Cibus Global that is allocated to them. Generally, these tax distributions will be computed based on Cibus Global’s estimate of net



taxable income of Cibus Global allocable to each holder of Cibus Global Common Units multiplied by an assumed tax rate equal to the highest effective marginal combined U.S. federal, state and local income tax rate (including the tax imposed under Section 1411 of the Internal Revenue Code of 1986, as amended (the “Code”) on net investment income) for a taxable year prescribed for an individual or corporate resident of New York, New York (whichever results in the application of the highest state and local tax rate for a given type of income), and taking into account (a) the limitations imposed on the deductibility of expenses and other items, (b) the character (e.g., long-term or short-term capital gain or ordinary or exempt income) of the applicable income, and (c) the deductibility of state and local income taxes, to the extent applicable (and with any dollar limitation on state and local income tax deductibility assumed to be exceeded), but not taking into account any deduction under Section 199A of the Code or any similar state or local law, as determined in good faith by the Cibus Global Managing Member. As a result of (i) potential differences in the amount of net taxable income allocable to the Issuer and the other holders of Cibus Global Common Units, (ii) the lower tax rate applicable to corporations than individuals, and (iii) the use of an assumed tax rate in calculating Cibus Global’s distribution obligations, the Issuer may receive tax distributions significantly in excess of its tax liabilities and obligations to make payments under the Tax Receivable Agreement.

*Transfer Restrictions.* Transfers of Cibus Global Common Units will require the prior consent of the Cibus Global Managing Member for such transfers, except in specified cases, including (i) certain transfers to permitted transferees under certain conditions and (ii) exchanges of the Up-C Units for shares of Class A Common Stock or cash pursuant to the Exchange Agreement.

The foregoing description of the Cibus Global Amended Operating Agreement is not complete and is qualified in its entirety by the full text of the Cibus Global Amended Operating Agreement attached hereto as Exhibit 1.08 and incorporated herein by reference.

**Item 7. Material to be Filed as Exhibits.**

- 1.01 Agreement and Plan of Merger, dated January 13, 2023, by and among Calyxt, Inc., Calypso Merger Subsidiary, LLC, Cibus Global, LLC and the other parties thereto (incorporated by reference to Exhibit 2.1 to the Issuer’s Current Report on Form 8-K filed on January 17, 2023).
- 1.02 First Amendment to Agreement and Plan of Merger, dated as of April 14, 2023, by and among Calyxt, Inc. and Cibus Global, LLC (incorporated by reference to Exhibit 2.1 to the Issuer’s Current Report on Form 8-K filed on April 14, 2023).
- 1.03 Form of Cibus Global Support Agreement (incorporated by reference to Exhibit 10.2 to the Issuer’s Current Report on Form 8-K filed on January 17, 2023).
- 1.04 Form of Lock-Up Agreement (filed herewith).
- 1.05 Registration Rights Agreement, dated May 31, 2023, by and among Cibus, Inc. and each of the persons identified on the Schedule of Investors attached thereto (incorporated by reference to Exhibit 10.1 to the Issuer’s Current Report on Form 8-K filed on June 1, 2023).
- 1.06 Exchange Agreement, dated May 31, 2023, by and among Cibus, Inc., Cibus Global, LLC and each of the other persons identified on the signature pages thereto (incorporated by reference to Exhibit 10.2 to the Issuer’s Current Report on Form 8-K filed on June 1, 2023).
- 1.07 Tax Receivable Agreement, dated May 31, 2023, by and among Cibus, Inc., Rory Riggs and each of the other persons identified on the signature pages thereto (incorporated by reference to Exhibit 10.3 to the Issuer’s Current Report on Form 8-K filed on June 1, 2023).
- 1.08 Cibus Global Amended Operating Agreement, dated May 31, 2023, by and among Cibus, Inc., Cibus Global, LLC and the Members set forth on Exhibit A attached thereto (incorporated by reference to Exhibit 10.4 to the Issuer’s Current Report on Form 8-K filed on June 1, 2023).
- 1.09 Joint Filing Agreement, dated as of June 12, 2023, by and between the Reporting Persons (filed herewith).

**SIGNATURES**

After reasonable 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.

Date: June 12, 2023

/s/ Rory B. Riggs

Rory B. Riggs

**NEW VENTURES AGTECH SOLUTIONS, LLC**

By: /s/ Jonathan Finn

Name: Jonathan Finn

Title: Managing Member

**Cibus, Inc.**  
**Lock-Up Agreement**  
**June 1, 2023**

Cibus, Inc.  
6455 Nancy Ridge Drive  
San Diego, CA

**Re: Cibus, Inc.—Lock-Up Agreement**

Ladies and Gentlemen:

This Lock-Up Agreement (this “**Agreement**”) is being entered into in connection with the closing of the transactions contemplated by that certain Agreement and Plan of Merger, dated as of January 13, 2023, as amended by the First Amendment thereto dated as of April 14, 2023 (as amended, the “**Merger Agreement**”) by and among Cibus, Inc., a Delaware corporation (formerly known as Calyxt, Inc.) (the “**Company**”); Calypso Merger Subsidiary, LLC, a Delaware limited liability company and wholly-owned subsidiary of Calyxt; Cibus Global, LLC, a Delaware limited liability company; and the blocker entities party thereto, following which the Company’s Class A Common Stock, \$0.0001 par value per share (the “**Class A Common Stock**”), is listed for trading on the Nasdaq Stock Market LLC under the ticker symbol “CBUS”.

For good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the undersigned agrees that, during the period beginning from the date hereof and continuing to and including the date six months after the date hereof (the “**Lock-Up Period**”), the undersigned shall not, and shall not cause or direct any of its affiliates to, (i) offer, sell, contract to sell, pledge, grant any option to purchase, lend or otherwise dispose of any shares of Class A Common Stock, or any options or warrants to purchase any shares of Class A Common Stock, or any securities convertible into, exchangeable for or that represent the right to receive shares of Class A Common Stock (such options, warrants or other securities, collectively, “**Derivative Instruments**”), including without limitation any such shares or Derivative Instruments now owned or hereafter acquired by the undersigned, (ii) engage in any hedging or other transaction or arrangement (including, without limitation, any short sale or the purchase or sale of, or entry into, any put or call option, or combination thereof, forward, swap or any other derivative transaction or instrument, however described or defined) which is designed to or which reasonably could be expected to lead to or result in a sale, loan, pledge or other disposition (whether by the undersigned or someone other than the undersigned), or transfer of any of the economic consequences of ownership, in whole or in part, directly or indirectly, of any shares of Class A Common Stock or Derivative Instruments, whether any such transaction or arrangement (or instrument provided for thereunder) would be settled by delivery of shares of Class A Common Stock or other securities, in cash or otherwise (any such sale, loan, pledge or other disposition, or transfer of economic consequences, a “**Transfer**”) or (iii) otherwise publicly announce any intention to engage in or cause any action or activity described in clause (i) above or transaction or arrangement described in clause (ii) above; provided that nothing herein shall restrict any rights to which the undersigned is entitled pursuant to the Registration Rights Agreement entered into by the Company in connection with the consummation of the transactions contemplated by the Merger Agreement. The undersigned represents and warrants that the undersigned is not, and has not caused or directed any of its affiliates to be or become, currently a party to any agreement or arrangement that provides for, is designed to or which reasonably could be expected to lead to or result in any Transfer during the Lock-Up Period.

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Notwithstanding the foregoing, the undersigned may Transfer the undersigned's shares of Class A Common Stock and Derivative Instruments:

- (i) as a *bona fide* gift or gifts or for *bona fide* estate planning purposes, provided the donee or donees thereof agree to be bound in writing by the restrictions set forth herein;
- (ii) to any trust for the direct or indirect benefit of the undersigned or the immediate family of the undersigned, provided that the trustee of the trust agrees to be bound in writing by the restrictions set forth herein, and provided further that any such transfer shall not involve a disposition for value;
- (iii) in connection with the sale or other Transfer of the undersigned's shares of Class A Common Stock acquired in open market transactions after the date of this Agreement;
- (iv) in connection with the sale or other Transfer of up to 10% of the undersigned shares of Class A Common Stock and securities convertible into or exchangeable for Class A Common Stock, in each case, held by the undersigned immediately after the closing of the transactions contemplated by the Merger Agreement;
- (v) to the Company in connection with the exercise or settlement of options, warrants or other rights to acquire shares of Class A Common Stock or any security convertible into or exercisable for shares of Class A Common Stock in accordance with their terms (including the settlement of restricted stock units, or similar equity incentive shares, and including, in each case, by way of net exercise and/or to cover withholding tax obligations in connection with such exercise) pursuant to the Company's 2017 Omnibus Incentive Plan or Equity Incentive Plan (2014 Plan), provided that any such shares issued upon exercise of such option, warrant or other right shall be subject to the restrictions set forth herein;
- (vi) by will or intestacy, provided that the legatee, heir or other transferee, as the case may be, agrees to be bound in writing by the restrictions set forth herein;
- (vii) to any immediate family member, provided that such family member agrees to be bound by the restrictions set forth herein;
- (viii) to a partnership, limited liability company or other entity of which the undersigned and the immediate family members of the undersigned are the legal and beneficial owner of all of the outstanding equity securities or similar interests;
- (ix) pursuant to a court order or settlement agreement related to the distribution of assets in connection with the dissolution of a marriage or civil union;
- (x) to the Company pursuant to agreements under which the Company has the option to repurchase such shares of Class A Common Stock or Derivative Instruments or a right of first refusal with respect to transfers of such shares of Class A Common Stock or Derivative Instruments upon termination of service of the undersigned;
- (xi) as part of a distribution, transfer or disposition without consideration by the undersigned to its limited or general partners, members, stockholders or affiliates (as defined under Rule 12b-2 of the Securities Exchange Act of 1934, as amended (the "**Exchange Act**")), provided that the transferee agrees to be bound in writing by the restrictions set forth herein;

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- (xii) pursuant to a bona fide third-party merger, consolidation, tender offer or other similar transaction involving a Change of Control (defined below) of the Company that is approved by the Company's board of directors and made to all holders of the Company's capital stock, provided that, in the event that such Change of Control is not completed, the undersigned's shares of Class A Common Stock and Derivate Instruments shall remain subject to the restrictions contained in this Lock-Up Agreement and title to the undersigned's shares of Class A Common Stock of the Company shall remain with the undersigned; or
  - (xiii) with the prior written consent of the Company.

For purposes of this Lock-Up Agreement, "immediate family" shall mean any relationship by blood, marriage or adoption, not more remote than first cousin. In addition, notwithstanding the foregoing, if the undersigned is a corporation, partnership, limited liability company, trust or other business entity, the undersigned may transfer the undersigned's shares of Class A Common Stock and Derivative Instruments by transfer to any corporation, partnership, limited liability company or other legal entity that, directly or indirectly, controls, is controlled by, or is under common control with, the undersigned; provided, however, that in any such case, it shall be a condition to the transfer that the transferee execute an agreement stating that the transferee is receiving and holding such shares of Class A Common Stock or Derivative Instruments, as the case may be, subject to the provisions of this Agreement and there shall be no further transfer of such shares of Class A Common Stock or Derivative Instruments, as the case may be, except in accordance with this Agreement, and provided further that any such transfer shall not involve a disposition for value.

Notwithstanding anything to the contrary, in the case of clauses (i) through (viii) above, no filing under the Exchange Act or any other public filing or disclosure of such transfer by or on behalf of the undersigned shall be required or voluntarily made during the Lock-Up Period (other than a filing on a Form 5 and other than a required filing on Schedule 13D, Schedule 13D/A, Schedule 13G, Schedule 13G/A or Form 13F). For the purposes of clause (xii), "**Change of Control**" shall mean the transfer (whether by tender offer, merger, consolidation or other similar transaction), in one transaction or a series of related transactions, to a person or group of affiliated persons (other than pursuant to the transactions contemplated by the Merger Agreement), of the Company's voting securities if, after such transfer, such person or group of affiliated persons would hold more than 50% of the outstanding voting securities of the Company (or the surviving entity).

The undersigned also agrees and consents to the entry of stop transfer instructions with the Company's transfer agent and registrar against the transfer of the undersigned's shares of Class A Common Stock except in compliance with the foregoing restrictions.

Notwithstanding the foregoing, the undersigned may establish a trading plan pursuant to Rule 10b5-1 under the Exchange Act, provided, that (i) no public report or filing under Section 16 of the Exchange Act shall be required during the Lock-Up Period with respect to such trading plan, (ii) the undersigned does not otherwise voluntarily effect any public filing or report regarding the establishment of such plan during the Lock-Up Period and (iii) no sales are made during the Lock-Up Period pursuant to such plan.

The undersigned understands that this Lock-Up Agreement is irrevocable and shall be binding upon the undersigned's heirs, legal representatives, successors, and assigns. This Lock-Up Agreement may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, *e.g.*, [www.docuSign.com](http://www.docuSign.com) or [www.echosign.com](http://www.echosign.com)) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

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The undersigned acknowledges and agrees that the Company has not made any recommendation or provided any investment advice to the undersigned with respect to this Lock-Up Agreement or the subject matter hereof, and the undersigned has consulted its own legal, accounting, financial, regulatory and tax advisors with respect to this Lock-Up Agreement and the subject matter hereof to the extent the undersigned has deemed appropriate.

[Signature Page Follows]

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Very truly yours,

\_\_\_\_\_  
Name of Security Holder (*Print exact name*)

By: \_\_\_\_\_  
Signature

If not signing in an individual capacity:

\_\_\_\_\_  
Name of Authorized Signatory (*Print*)

\_\_\_\_\_  
Title of Authorized Signatory (*Print*)

*(indicate capacity of person signing if signing as custodian,  
trustee, or on behalf of an entity)*

**JOINT FILING AGREEMENT**

The undersigned hereby agree that the foregoing Schedule 13D filed on this date with respect to the beneficial ownership by the undersigned of the Class A Common Stock of Cibus, Inc. is being filed on behalf of each of the undersigned in accordance with Rule 13d-1(k) and that all subsequent amendments to this statement on Schedule 13D may be filed on behalf of each of the undersigned without the necessity of filing additional joint filings. The parties to this Joint Filing Agreement acknowledge that each shall be responsible for the timely filing of the Schedule 13D and any such amendments thereto, and for the completeness and accuracy of the information concerning him or it contained herein or therein, but shall not be responsible for the completeness and accuracy of the information concerning the other persons making the filings, except to the extent that he or it knows or has reason to believe that such information is inaccurate. This Joint Filing Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Dated: June 12, 2023

/s/ Rory B. Riggs

Rory B. Riggs

**NEW VENTURES AGTECH SOLUTIONS, LLC**

By: /s/ Jonathan Finn

Name: Jonathan Finn

Title: Managing Member