

---

---

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

**SCHEDULE 13D/A**  
Under the Securities Exchange Act of 1934  
(Amendment No. 34)\*

---

**vTv Therapeutics Inc.**

(Name of Issuer)

---

**Class A common stock, par value \$0.01 per share**

(Title of Class of Securities)

---

**918385 105**

(CUSIP Number)

---

**Steven M. Cohen**  
**Executive Vice President, Chief Administrative Officer and General Counsel**  
**MacAndrews & Forbes Incorporated**  
**35 East 62<sup>nd</sup> Street**  
**New York, NY 10065**  
**212-572-8600**

---

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

*With copies to:*

Lawrence G. Wee  
Paul, Weiss, Rifkind, Wharton & Garrison LLP  
1285 Avenue of the Americas  
New York, NY 10019-6064  
(212) 373-3000

---

**December 23, 2019**

(Date of Event which Requires Filing of this Statement)

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 §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.

\*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 ("Exchange Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

---

---

---

CUSIP No.		918385 105	
<b>1</b>	<b>NAMES OF REPORTING PERSONS</b> The ROP Revocable Trust dated 1/9/2018		
<b>2</b>	<b>CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP</b> (a) <input type="checkbox"/> (b) <input type="checkbox"/>		
<b>3</b>	SEC USE ONLY		
<b>4</b>	<b>SOURCE OF FUNDS (SEE INSTRUCTIONS)</b> OO		
<b>5</b>	<b>CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E)</b> <input type="checkbox"/>		
<b>6</b>	<b>CITIZENSHIP OR PLACE OF ORGANIZATION</b> New York		
<b>NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH</b>	<b>7</b>	<b>SOLE VOTING POWER</b> 0	
	<b>8</b>	<b>SHARED VOTING POWER</b> 61,514,396 (1)	
	<b>9</b>	<b>SOLE DISPOSITIVE POWER</b> 0	
	<b>10</b>	<b>SHARED DISPOSITIVE POWER</b> 61,514,396 (1)	
<b>11</b>	<b>AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON</b> 61,514,396 (1)		
<b>12</b>	<b>CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)</b> <input type="checkbox"/>		
<b>13</b>	<b>PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)</b> 85.3% (2)		
<b>14</b>	<b>TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)</b> OO		

(1) The information set forth in Item 5 is incorporated by reference. As described in Item 4, on December 23, 2019, MacAndrews & Forbes Group LLC (“M&F Group”) entered into a letter agreement (the “December Letter Agreement”), with the Issuer, for M&F Group’s commitment to purchase, at the Issuer’s option, exercisable on demand during a one-year period after the date of the December Letter Agreement, up to \$10.0 million of Class A Common Stock, par value \$0.01 per share (“Class A Common Stock”), of the Issuer, at a per share price of \$1.60. In consideration for the commitment of M&F Group under the December Letter Agreement, M&F Group received a warrant to purchase 365,472 shares of Class A Common Stock, exercisable at a price of \$1.84. The number of shares reported above includes (i) 30,356,212 shares of Class A common stock, (ii) 23,084,267 shares of Class A Common Stock issuable upon exchange of 23,084,267 shares of Class B common stock, par value \$0.01 per share (“Class B Common Stock”), of the Issuer and corresponding nonvoting common units (“vTv Units”) of vTv Therapeutics LLC, (iii) 1,823,917 shares of Class A Common Stock issuable to M&F Group upon exercise of Common Stock Purchase Warrants held by M&F Group (the “Warrants”) and (iv) 6,250,000 shares of Class A Common Stock issuable to M&F Group at the option of M&F Group pursuant to the December Letter Agreement, that are beneficially owned by the “Reporting Person” (as defined below). The Reporting Person disclaims any beneficial ownership of the shares of Class A Common Stock and Class B Common Stock, except to the extent of such Reporting Person’s pecuniary interest therein. The number of shares reported above includes 49,713 shares of Class B Common Stock and corresponding vTv Units that may be deemed to be directly beneficially owned by the Ronald O. Perelman Trust.

- (2) The calculation assumes that there is a total of 72,086,660 shares of Class A Common Stock outstanding, which is the sum of (i) 40,918,522 shares of Class A Common Stock outstanding, (ii) 23,094,221 shares of Class A Common Stock that are issuable in exchange for the 23,094,221 shares of Class B Common Stock and corresponding vTv Units outstanding, (iii) 1,823,917 shares of Class A Common Stock issuable to M&F Group upon exercise of the Warrants and (iv) 6,250,000 shares of Class A Common Stock issuable to M&F Group at the option of M&F Group pursuant to the December Letter Agreement, in each case, as of December 23, 2019.
-

CUSIP No.		918385 105	
<b>1</b>	NAMES OF REPORTING PERSONS MacAndrews & Forbes Incorporated		
<b>2</b>	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>		
<b>3</b>	SEC USE ONLY		
<b>4</b>	SOURCE OF FUNDS (SEE INSTRUCTIONS) OO		
<b>5</b>	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E) <input type="checkbox"/>		
<b>6</b>	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware		
<b>NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH</b>	<b>7</b>	SOLE VOTING POWER 0	
	<b>8</b>	SHARED VOTING POWER 60,808,962 (1)	
	<b>9</b>	SOLE DISPOSITIVE POWER 0	
	<b>10</b>	SHARED DISPOSITIVE POWER 60,808,962 (1)	
<b>11</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 60,808,962 (1)		
<b>12</b>	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>		
<b>13</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 84.4% (2)		
<b>14</b>	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) CO		

- (1) The information set forth in Item 5 is incorporated by reference. The number of shares reported above includes (i) 30,356,212 shares of Class A Common Stock, (ii) 22,378,833 shares of Class A Common Stock issuable upon exchange of 22,378,833 shares of Class B Common Stock and corresponding vTv Units, (iii) 1,823,917 shares of Class A Common Stock issuable to M&F Group upon exercise of Warrants and (iv) 6,250,000 shares of Class A Common Stock issuable to M&F Group at the option of M&F Group pursuant to the December Letter Agreement. The Reporting Person disclaims any beneficial ownership of the shares of Class A Common Stock and Class B Common Stock, except to the extent of such Reporting Person's pecuniary interest therein.
- (2) The calculation assumes that there is a total of 72,086,660 shares of Class A Common Stock outstanding, which is the sum of (i) 40,918,522 shares of Class A Common Stock outstanding, (ii) 23,094,221 shares of Class A Common Stock that are issuable in exchange for the 23,094,221 shares of Class B Common Stock and corresponding vTv Units outstanding, (iii) 1,823,917 shares of Class A Common Stock issuable to M&F Group upon exercise of the Warrants and (iv) 6,250,000 shares of Class A Common Stock issuable to M&F Group at the option of M&F Group pursuant to the December Letter Agreement, in each case, as of December 23, 2019.

CUSIP No.		918385 105	
<b>1</b>	NAMES OF REPORTING PERSONS MacAndrews & Forbes LLC		
<b>2</b>	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>		
<b>3</b>	SEC USE ONLY		
<b>4</b>	SOURCE OF FUNDS (SEE INSTRUCTIONS) OO		
<b>5</b>	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E) <input type="checkbox"/>		
<b>6</b>	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware		
<b>NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH</b>	<b>7</b>	SOLE VOTING POWER 0	
	<b>8</b>	SHARED VOTING POWER 20,792,778 (1)	
	<b>9</b>	SOLE DISPOSITIVE POWER 0	
	<b>10</b>	SHARED DISPOSITIVE POWER 20,792,778 (1)	
<b>11</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 20,792,778 (1)		
<b>12</b>	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>		
<b>13</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 28.8% (2)		
<b>14</b>	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) OO		

- (1) The information set forth in Item 5 is incorporated by reference. The number of shares reported above includes (i) 12,718,861 shares of Class A Common Stock, (ii) 1,823,917 shares of Class A Common Stock issuable to M&F Group upon exercise of the Warrants and (iii) 6,250,000 shares of Class A Common Stock issuable to M&F Group at the option of M&F Group pursuant to the December Letter Agreement.
- (2) The calculation assumes that there is a total of 72,086,660 shares of Class A Common Stock outstanding, which is the sum of (i) 40,918,522 shares of Class A Common Stock outstanding, (ii) 23,094,221 shares of Class A Common Stock that are issuable in exchange for the 23,094,221 shares of Class B Common Stock and corresponding vTv Units outstanding, (iii) 1,823,917 shares of Class A Common Stock issuable to M&F Group upon exercise of the Warrants and (iv) 6,250,000 shares of Class A Common Stock issuable to M&F Group at the option of M&F Group pursuant to the December Letter Agreement, in each case, as of December 23, 2019.

CUSIP No.		918385 105	
<b>1</b>	NAMES OF REPORTING PERSONS MacAndrews & Forbes Group LLC		
<b>2</b>	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP		(a) <input type="checkbox"/> (b) <input type="checkbox"/>
<b>3</b>	SEC USE ONLY		
<b>4</b>	SOURCE OF FUNDS (SEE INSTRUCTIONS) OO		
<b>5</b>	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E)		<input type="checkbox"/>
<b>6</b>	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	<b>7</b>	SOLE VOTING POWER	0
	<b>8</b>	SHARED VOTING POWER	20,792,778 (1)
	<b>9</b>	SOLE DISPOSITIVE POWER	0
	<b>10</b>	SHARED DISPOSITIVE POWER	20,792,778 (1)
<b>11</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 20,792,778 (1)		
<b>12</b>	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)		<input type="checkbox"/>
<b>13</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 28.8% (2)		
<b>14</b>	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) OO		

- (1) The information set forth in Item 5 is incorporated by reference. The number of shares reported above includes (i) 12,718,861 shares of Class A Common Stock, (ii) 1,823,917 shares of Class A Common Stock issuable to M&F Group upon exercise of the Warrants and (iii) 6,250,000 shares of Class A Common Stock issuable to M&F Group at the option of M&F Group pursuant to the December Letter Agreement.
- (2) The calculation assumes that there is a total of 72,086,660 shares of Class A Common Stock outstanding, which is the sum of (i) 40,918,522 shares of Class A Common Stock outstanding, (ii) 23,094,221 shares of Class A Common Stock that are issuable in exchange for the 23,094,221 shares of Class B Common Stock and corresponding vTv Units outstanding, (iii) 1,823,917 shares of Class A Common Stock issuable to M&F Group upon exercise of the Warrants and (iv) 6,250,000 shares of Class A Common Stock issuable to M&F Group at the option of M&F Group pursuant to the December Letter Agreement, in each case, as of December 23, 2019.

CUSIP No.		918385 105	
<b>1</b>	NAMES OF REPORTING PERSONS MFV Holdings One LLC		
<b>2</b>	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>		
<b>3</b>	SEC USE ONLY		
<b>4</b>	SOURCE OF FUNDS (SEE INSTRUCTIONS) OO		
<b>5</b>	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E) <input type="checkbox"/>		
<b>6</b>	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware		
<b>NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH</b>	<b>7</b>	SOLE VOTING POWER	0
	<b>8</b>	SHARED VOTING POWER	40,016,185 (1)
	<b>9</b>	SOLE DISPOSITIVE POWER	0
	<b>10</b>	SHARED DISPOSITIVE POWER	40,016,185 (1)
<b>11</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 40,016,185 (1)		
<b>12</b>	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>		
<b>13</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 62.5% (2)		
<b>14</b>	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) OO		

- (1) The information set forth in Item 5 is incorporated by reference. The number of shares reported above includes 22,378,833 shares of Class B Common Stock and corresponding vTv Units, which are exchangeable for 22,378,833 shares of Class A Common Stock.
- (2) The calculation assumes that there is a total of 64,012,743 shares of Class A Common Stock outstanding, which is the sum of (i) 40,918,522 shares of Class A Common Stock outstanding and (ii) 23,094,221 shares of Class A Common Stock that are issuable in exchange for the 23,094,221 shares of Class B Common Stock and corresponding vTv Units outstanding, in each case, as of December 23, 2019.

CUSIP No.		918385 105	
<b>1</b>	NAMES OF REPORTING PERSONS M&F TTP Holdings LLC		
<b>2</b>	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>		
<b>3</b>	SEC USE ONLY		
<b>4</b>	SOURCE OF FUNDS (SEE INSTRUCTIONS) OO		
<b>5</b>	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E) <input type="checkbox"/>		
<b>6</b>	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware		
<b>NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH</b>	<b>7</b>	SOLE VOTING POWER 0	
	<b>8</b>	SHARED VOTING POWER 22,378,833 (1)	
	<b>9</b>	SOLE DISPOSITIVE POWER 0	
	<b>10</b>	SHARED DISPOSITIVE POWER 22,378,833 (1)	
<b>11</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 22,378,833 (1)		
<b>12</b>	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>		
<b>13</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 35.0% (2)		
<b>14</b>	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) OO		

- (1) The information set forth in Item 5 is incorporated by reference. The number of shares reported above represents 22,378,833 shares of Class B Common Stock and corresponding vTv Units, which are exchangeable for 22,378,833 shares of Class A Common Stock.
- (2) The calculation assumes that there is a total of 64,012,743 shares of Class A Common Stock outstanding, which is the sum of (i) 40,918,522 shares of Class A Common Stock outstanding and (ii) 23,094,221 shares of Class A Common Stock that are issuable in exchange for the 23,094,221 shares of Class B Common Stock and corresponding vTv Units outstanding, in each case, as of December 23, 2019.



CUSIP No.		918385 105	
<b>1</b>	NAMES OF REPORTING PERSONS M&F TTP Holdings Two LLC		
<b>2</b>	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>		
<b>3</b>	SEC USE ONLY		
<b>4</b>	SOURCE OF FUNDS (SEE INSTRUCTIONS) OO		
<b>5</b>	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E) <input type="checkbox"/>		
<b>6</b>	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware		
<b>NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH</b>	<b>7</b>	SOLE VOTING POWER 0	
	<b>8</b>	SHARED VOTING POWER 22,378,833 (1)	
	<b>9</b>	SOLE DISPOSITIVE POWER 0	
	<b>10</b>	SHARED DISPOSITIVE POWER 22,378,833 (1)	
<b>11</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 22,378,833 (1)		
<b>12</b>	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>		
<b>13</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 35.0% (2)		
<b>14</b>	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) OO		

- (1) The information set forth in Item 5 is incorporated by reference. The number of shares reported above represents 22,378,833 shares of Class B Common Stock and corresponding vTv Units, which are exchangeable for 22,378,833 shares of Class A Common Stock.
- (2) The calculation assumes that there is a total of 64,012,743 shares of Class A Common Stock outstanding, which is the sum of (i) 40,918,522 shares of Class A Common Stock outstanding and (ii) 23,094,221 shares of Class A Common Stock that are issuable in exchange for the 23,094,221 shares of Class B Common Stock and corresponding vTv Units outstanding, in each case, as of December 23, 2019.

This Amendment No. 34 (“Amendment No. 34”) amends and supplements the statement on Schedule 13D, dated August 14, 2015, as amended by Amendment No. 1 to the statement on Schedule 13D, dated August 28, 2015, as further amended by Amendment No. 2 to the statement on Schedule 13D, dated October 5, 2015, as further amended by Amendment No. 3 to the statement on Schedule 13D, dated April 6, 2016, as further amended by Amendment No. 4 to the statement on Schedule 13D, dated August 15, 2017, as further amended by Amendment No. 5 to the statement on Schedule 13D, dated December 7, 2017, as further amended by Amendment No. 6 to the statement on Schedule 13D, dated May 29, 2018, as further amended by Amendment No. 7 to the statement on Schedule 13D, dated June 20, 2018, as further amended by Amendment No. 8 to the statement on Schedule 13D, dated July 10, 2018, as further amended by Amendment No. 9 to the statement on Schedule 13D, dated August 1, 2018, as further amended by Amendment No. 10 to the statement on Schedule 13D, dated August 14, 2018, as further amended by Amendment No. 11 to the statement on Schedule 13D, dated September 10, 2018, as further amended by Amendment No. 12 to the statement on Schedule 13D, dated October 1, 2018, as further amended by Amendment No. 13 to the statement on Schedule 13D, dated November 6, 2018, as further amended by Amendment No. 14 to the statement on Schedule 13D, dated November 29, 2018, as further amended by Amendment No. 15 to the statement on Schedule 13D, dated December 12, 2018, as further amended by Amendment No. 16 to the statement on Schedule 13D, dated December 27, 2018, as further amended by Amendment No. 17 to the statement on Schedule 13D, dated January 18, 2019, as further amended by Amendment No. 18 to the statement on Schedule 13D, dated January 30, 2019, as further amended by Amendment No. 19 to the statement on Schedule 13D, dated February 15, 2019, as further amended by Amendment No. 20 to the statement on Schedule 13D, dated February 28, 2019, as further amended by Amendment No. 21 to the statement on Schedule 13D, dated March 19, 2019, as further amended by Amendment No. 22 to the statement on Schedule 13D, dated May 16, 2019, as further amended by Amendment No. 23 to the statement on Schedule 13D, dated June 26, 2019, as further amended by Amendment No. 24 to the statement on Schedule 13D, dated July 9, 2019, as further amended by Amendment No. 25 to the statement on Schedule 13D, dated August 6, 2019, as further amended by Amendment No. 26 to the statement on Schedule 13D, dated September 4, 2019, as further amended by Amendment No. 27 to the statement on Schedule 13D, dated September 11, 2019, as further amended by Amendment No. 28 to the statement on Schedule 13D, dated September 18, 2019, as further amended by Amendment No. 29 to the statement on Schedule 13D, dated September 27, 2019, as further amended by Amendment No. 30 to the statement on Schedule 13D, dated October 24, 2019, as further amended by Amendment No. 31 to the statement on Schedule 13D, dated November 12, 2019, as further amended by Amendment No. 32 to the statement on Schedule 13D, dated November 26, 2019, and as further amended by Amendment No. 33 to the statement on Schedule 13D, dated December 18, 2019 (as so amended, the “Schedule 13D”), and is being filed with the Securities and Exchange Commission by The ROP Revocable Trust dated 1/9/2018, a New York trust (the “ROP Revocable Trust”), MacAndrews & Forbes Incorporated, a Delaware corporation (“MacAndrews & Forbes”), MacAndrews & Forbes LLC, a Delaware limited liability company (“M&F LLC”), MacAndrews & Forbes Group LLC, a Delaware limited liability company (“M&F Group”), MFV Holdings One LLC, a Delaware limited liability company (“MFV”), M&F TTP Holdings LLC, a Delaware limited liability company (“M&F TTP”), and M&F TTP Holdings Two LLC, a Delaware limited liability company (“M&F TTP Two”) (each of the foregoing, a “Reporting Person,” and collectively, the “Reporting Persons”), relating to the shares of the Class A common stock, par value \$0.01 per share (“Class A Common Stock”), of vTv Therapeutics Inc., a Delaware corporation (the “Issuer”).

---

**Item 4. Purpose of the Transaction**

The information contained in Item 4 of the Schedule 13D is hereby amended and supplemented by adding the information below.

On December 23, 2019, M&F Group entered into a letter agreement (the "Letter Agreement"), with the Issuer, for M&F Group's commitment to purchase, at the Issuer's option, exercisable on demand during a one-year period after the date of the Letter Agreement (the "Investment Period"), Class A Common Stock at a per share price of \$1.60, which is equal to the closing price of the Class A Common Stock for the trading day preceding the date of the Letter Agreement. The Letter Agreement also permits M&F Group to exercise an option to purchase Class A Common Stock at the same price up to three times during the Investment Period. The aggregate amount of Class A Common Stock that may be purchased by M&F Group (whether at its or the Company's option) pursuant to the Letter Agreement is limited to \$10.0 million.

In consideration for the commitment of M&F Group under the Letter Agreement, M&F received a warrant (the "Warrant") to purchase 365,472 shares of Class A Common Stock, exercisable at a price of \$1.84, which is 115% of the option price under the Letter Agreement. The Warrant is exercisable until December 23, 2026.

The obligation of M&F Group to fund and the obligation of the Issuer to issue shares under the Letter Agreement is subject to the execution of mutually acceptable definitive documentation at the time of a request for funding.

The foregoing summaries of the Letter Agreement and the Warrant are not complete and are subject in their entirety to the Letter Agreement and the Warrant themselves, which are filed as Exhibits 1 and 2 hereto and are incorporated herein by reference.

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

The information contained in the first four paragraphs of Item 5 of the Schedule 13D is hereby amended and restated in its entirety as follows:

(a) The ROP Revocable Trust directly or indirectly controls MacAndrews & Forbes, M&F LLC, M&F Group, MFV, M&F TTP and M&F TTP Two. Including (i) the 23,084,267 shares of Class B Common Stock (which are exchangeable, together with a corresponding vTv Unit, for shares of Class A Common Stock on a one-to-one basis) outstanding and (ii) 1,823,917 shares of Class A Common Stock issuable to M&F Group upon exercise of the Warrants:

- 61,514,396 shares of Class A Common Stock are beneficially owned by Mr. Perelman and the ROP Revocable Trust;
- 60,808,962 shares of Class A Common Stock are beneficially owned by MacAndrews & Forbes;
- 40,016,185 shares of Class A Common Stock are beneficially owned by MFV;
- 22,378,833 shares of Class A Common Stock are beneficially owned by M&F TTP and M&F TTP Two; and
- 20,792,778 shares of Class A Common Stock are beneficially owned by M&F LLC and M&F Group.

Each of the Reporting Persons disclaim any beneficial ownership of the shares of Class A Common Stock and Class B Common Stock, except to the extent of such Reporting Person's pecuniary interest therein.

Ronald O. Perelman, the sole trustee and sole beneficiary of the ROP Revocable Trust and the Director, Chairman and Chief Executive Officer of MacAndrews & Forbes, may be deemed to beneficially own all the shares of Class A Common Stock and Class B Common Stock beneficially owned by the ROP Revocable Trust, MacAndrews & Forbes, M&F LLC, M&F Group, MFV, M&F TTP and M&F TTP Two. The number of shares reported as beneficially owned by the ROP Revocable Trust includes 49,713 shares of Class B Common Stock and corresponding vTv Units that may be deemed to be directly beneficially owned by the Ronald O. Perelman Trust. Mr. Perelman disclaims any beneficial ownership of the shares of Class A Common Stock and Class B Common Stock, except to the extent of their pecuniary interest therein.

---

The total Class A Common Stock beneficial ownership of (i) Mr. Perelman and the ROP Revocable Trust represents approximately 85.3% of the Class A Common Stock, (ii) MacAndrews & Forbes represents approximately 84.4% of the Class A Common Stock, (iii) MFV represents approximately 62.5% of the Class A Common Stock, (iv) M&F TTP and M&F TTP Two represents approximately 35.0% of the Class A Common Stock and (v) M&F LLC and M&F Group represents approximately 28.8% of the Class A Common Stock (assuming, in the case of MFV, M&F TTP and M&F TTP Two, that there is a total of 64,012,743 shares of Class A Common Stock outstanding, which is the sum of (i) 40,918,522 shares of Class A Common Stock outstanding and (ii) 23,094,221 shares of Class A Common Stock that are issuable in exchange for the 23,094,221 shares of Class B Common Stock and corresponding vTv Units outstanding, in each case, as of December 23, 2019, and, in the case of the beneficial ownership of Mr. Perelman, the ROP Revocable Trust, MacAndrews & Forbes, M&F LLC and M&F Group, that there is a total of 72,086,660 shares of Class A Common Stock outstanding, which is the sum of (i) 40,918,522 shares of Class A Common Stock outstanding, (ii) 23,094,221 shares of Class A Common Stock that are issuable in exchange for the 23,094,221 shares of Class B Common Stock and corresponding vTv Units outstanding, (iii) 1,823,917 shares of Class A Common Stock issuable to M&F Group upon exercise of the Warrants and (iv) 6,250,000 shares of Class A Common Stock issuable to M&F Group at the option of M&F Group pursuant to the December Letter Agreement, in each case, as of December 23, 2019.

The responses of each Reporting Person to Items 7 through 11 of the cover pages of this Schedule 13D relating to beneficial ownership of the shares of Class A Common Stock are incorporated herein by reference.

(c) Except for the transactions described herein, there have been no other transactions in the securities of the Issuer effected by the Reporting Persons since the filing of Amendment No. 33 to this Schedule 13D.

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

[Exhibit 1](#): Letter Agreement, dated as of December 23, 2019, by and between vTv Therapeutics Inc. and MacAndrews & Forbes Group LLC.

[Exhibit 2](#): Common Stock Purchase Warrant, dated as of December 23, 2019.

---

**SIGNATURE**

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: December 23, 2019

**The ROP Revocable Trust dated 1/9/2018**

By: /s/ Ronald O. Perelman

Name: Ronald O. Perelman

Title: Trustee

**MacAndrews & Forbes Incorporated**

By: /s/ Shiri Ben-Yishai

Name: Shiri Ben-Yishai

Title: Deputy General Counsel and Corporate Secretary

**MacAndrews & Forbes LLC**

By: /s/ Shiri Ben-Yishai

Name: Shiri Ben-Yishai

Title: Senior Vice President and Corporate Secretary

**MacAndrews & Forbes Group LLC**

By: /s/ Shiri Ben-Yishai

Name: Shiri Ben-Yishai

Title: Senior Vice President and Corporate Secretary

**MFV Holdings One LLC**

By: /s/ Shiri Ben-Yishai

Name: Shiri Ben-Yishai

Title: Senior Vice President and Corporate Secretary

**M&F TTP Holdings LLC**

By: /s/ Shiri Ben-Yishai

Name: Shiri Ben-Yishai

Title: Senior Vice President and Corporate Secretary

**M&F TTP Holdings Two LLC**

By: /s/ Shiri Ben-Yishai

Name: Shiri Ben-Yishai

Title: Senior Vice President and Corporate Secretary

---

*MacAndrews & Forbes Group LLC  
35 East 62<sup>nd</sup> Street  
New York, New York 10065*

December 23, 2019

vTv Therapeutics Inc.  
3980 Premier Drive, Suite 310  
High Point, NC 27265

Attn: Stephen L. Holcombe  
President and Chief Executive Officer

Rudy C. Howard  
Chief Financial Officer

Gentlemen:

You have indicated an interest in an additional investment by MacAndrews & Forbes Group LLC or one of its affiliates (collectively, "MacAndrews") in Class A common stock, par value \$0.01 ("Common Stock"), of vTv Therapeutics Inc. (the "Company") in an amount of up to \$10,000,000. I am pleased to present, for your board's consideration, the terms on which we would agree to make such an additional investment.

As set forth in more detail in the term sheet attached to this letter (collectively, the term sheet and this letter are referred to as this "Letter") we agree to invest up to \$10,000,000 in the Company, with such commitment remaining available to the Company, at its option, for a period of one year from the date of this Letter (the "Commitment Period"). In exchange, the definitive agreement will provide that the Company will issue to us on each funding date (the "Company Option") Common Stock at a per share purchase price equal to \$1.60 (the "Per Share Price"), which is equal to the closing price of the Common Stock for the trading day prior to the date of this Letter.

In consideration for our binding commitment, upon the execution of this Letter, the Company will issue us warrants to acquire 365,472 shares of Common Stock, exercisable at an initial exercise price of \$1.84 per share of Common Stock, subject to customary proportional adjustments for stock splits, stock dividends, combinations and similar transactions. The warrants shall be exercisable for a period of seven years commencing on the date of this Letter. We shall also have the option, during the Commitment Period, to invest in the Company by purchasing up to \$10,000,000 of shares of Common Stock at the Per Share Price (the "MacAndrews Option"). Notwithstanding anything to the contrary in this Letter, the total value of Common Stock that may be purchased pursuant to the Company Option and the MacAndrews Option shall not exceed \$10,000,000 in the aggregate. The Company Option may be exercised by you, and the MacAndrews Option may be exercised by us, in each case, by the exercising party delivering a notice (a "Funding Notice") to the other party, which notice shall specify the aggregate value and number of shares of Common Stock to be purchased by us. Funding Notices from the Company shall be made in writing by the Chief Executive Officer or Chief Financial Officer of the Company. MacAndrews shall be limited to three Funding Notices during the Commitment Period; the number of Funding Notices from the Company shall not be limited.

The Company would use the proceeds of any such investment to fund research and development, to pursue growth opportunities and for general corporate purposes.

Our obligation to fund the purchase price and the Company's obligation to issue shares of Common Stock on the terms set forth in this Letter with respect to each investment contemplated by this Letter are subject to the negotiation and execution of a mutually acceptable securities purchase agreement with respect to each such investment.

This Letter shall, upon execution, be binding on the parties hereto. All obligations under this Letter shall remain in full force and effect until the one-year anniversary of this Letter. The completion of the transactions contemplated by this Letter are subject, among other things, to the negotiation and execution of a definitive agreement acceptable to each of us. The parties hereto agree that, upon delivery of a Funding Notice in accordance with the terms of this Letter by either party, the parties shall, as promptly as practicable, (i) enter into a securities purchase agreement with respect to the investment contemplated by the Funding Notice, (ii) take all actions and further steps as may be reasonably necessary to complete such investment, and (iii) complete such investment. Notwithstanding anything to the contrary in this Letter, failure by either party to comply with the foregoing sentence shall constitute a material breach under this Letter, entitling the non-breaching party to specific performance (it being understood that money damages would not be an adequate remedy for any such breach).

Neither this Letter nor any of the provisions hereof may be amended, modified, changed or waived except by an instrument in writing signed by the parties hereto. This Letter shall be governed by and construed in accordance with the laws of the State of New York. This Letter contains the full and entire understanding and agreement between the parties with regard to the subject matters hereof and supersedes all prior understandings and agreements relating to the matters set forth herein. This Letter may be executed in counterparts, each of which shall be deemed to constitute an original but all of which together shall constitute one and the same instrument.

We continue to be excited about the Company and its prospects. We look forward to implementing a transaction that would be in the best interests of the Company's stockholders, officers and other employees, and customers.

---

Very truly yours,

MACANDREWS & FORBES GROUP LLC

By: /s/ Shiri Ben-Yishai

Name: Shiri Ben-Yishai

Title: Corporate Secretary

AGREED AND ACCEPTED:

VTV THERAPEUTICS INC.

By: /s/ Rudy C. Howard

Name: Rudy C. Howard

Title: Chief Financial Officer

*[Signature Page to Commitment Letter]*

---



**SUMMARY OF TERMS**  
**\$10,000,000 INVESTMENT**  
**VTV THERAPEUTICS INC.**  
**December 23, 2019**

This term sheet ("Term Sheet") summarizes the principal terms of an investment by MacAndrews & Forbes Group LLC or one of its affiliates (collectively, "MacAndrews") of up to \$10,000,000 in vTv Therapeutics Inc. (the "Company").

- Company Option:** MacAndrews commits to invest up to an aggregate of \$10,000,000 in the Company, at the Company's option (the "Company Option"), during the one-year period (the "Commitment Period") following execution of this Letter.
- MacAndrews Option:** At any time during the Commitment Period, MacAndrews may, at MacAndrews' option (the "MacAndrews Option"), elect to invest up to \$10,000,000 in the Company on the same terms as the Company Option; provided that in no event will the aggregate amount of the investments pursuant to the Company Option and the MacAndrews Option exceed \$10,000,000.
- Securities to be Issued;  
Terms of Investments:** Pursuant to the exercise of the Company Option or the MacAndrews Option (an "Investment"), subject to the terms and conditions of the Purchase Agreement (defined below), the Company will issue to Investor on each funding date:
- Such number of shares (the "Shares") of Class A common stock, par value \$0.01 per share ("Common Stock"), of the Company with a value equal to the Investment, at a per share price ("Per Share Price") equal to \$1.60, which is equal to the closing price of the Common Stock on the day prior to the date of this Letter.
- Use of Proceeds:** To fund research and development, to pursue growth opportunities and for general corporate purposes.
- Commitment Fee:** As consideration for the investment commitment and the other covenants and obligations of MacAndrews under this Letter, upon the execution of this Letter, the Company will issue to MacAndrews warrants (the "Commitment Fee Warrants") to purchase 365,472 shares of Common Stock, at an exercise price per share of \$1.84, payable in cash or by cashless exercise. The Commitment Fee Warrants shall be exercisable for seven years commencing on the date of execution of this Letter. The Commitment Fee Warrants do not reduce the total amount to be invested under the Company Option and the MacAndrews Option.
- Funding Notices;  
Binding Commitment:** The Company Option may be exercised by the Company, and the MacAndrews Option may be exercised by MacAndrews, in each case, by the exercising party delivering a written notice (a "Funding Notice") to the other party, which notice shall specify the aggregate value and number of shares of Common Stock to be purchased by MacAndrews. Funding Notices from the Company shall be made in writing by the Chief Executive Officer or Chief Financial Officer of the Company. MacAndrews shall be limited to three Funding Notices during the Commitment Period; the number of Funding Notices from the Company shall not be limited.
- Upon delivery of a Funding Notice in accordance with the terms of this Letter by either party, the parties shall, as promptly as practicable, (i) enter into a securities purchase agreement with respect to the Investment contemplated by the Funding Notice, (ii) take all actions and further steps as may be reasonably necessary to complete such Investment, and (iii) complete such Investment. Notwithstanding anything to the contrary in this Letter, failure by either party to comply with the foregoing sentence shall constitute a material breach of this Letter, entitling the non-breaching party to specific performance (it being understood that money damages would not be an adequate remedy for any such breach).
- Securities Purchase  
Agreement:** MacAndrews' obligation to fund the purchase price and the Company's obligation to issue shares of Common Stock on the terms set forth in this Letter with respect to each Investment contemplated by this Letter are subject to the negotiation and execution of a mutually acceptable securities purchase agreement (the "Purchase Agreement") with respect to each such Investment. The issuance of the Shares will be made pursuant to Regulation D under the Securities Act of 1933, as amended, and MacAndrews agrees that it is an "accredited investor" (as such term is defined in Rule 501 of Regulation D promulgated under the Securities Act of 1933, as amended).
-

Expenses: Counsel to the Company will prepare initial drafts of all documents. The Company shall pay all reasonable fees and expenses of MacAndrews' counsel, if necessary.

Registration Rights: The Shares and shares of Common Stock issuable upon exercise of the Commitment Fee Warrants and any other securities acquired in connection with any Investment shall be covered by the Investor Rights Agreement by and between the Company and M&F TTP Holdings Two LLC, as successor in interest to vTv Therapeutics Holdings LLC, dated July 29, 2015, as amended from time to time.

Representations and Warranties: Each Purchase Agreement will include standard representations and warranties by the Company.

Conditions to Closing: Each Purchase Agreement will include standard conditions to closing of each tranche, including, without limitation, (i) the Company being in compliance with all applicable Nasdaq Marketplace Rules (both before and after giving effect to the applicable closing), except for non-compliance as previously disclosed by the Company (ii) the Common Stock remaining listed for trading on a Nasdaq exchange and (iii) the Shares to be then issued having been listed for trading on a Nasdaq exchange.

---

THE SECURITIES EVIDENCED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY OTHER SECURITIES LAWS, AND SUCH SECURITIES MAY NOT BE SOLD, PLEDGED, HYPOTHECATED OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION UNDER SAID ACT AND LAWS OR AN EXEMPTION THEREFROM.

**VTV THERAPEUTICS INC.**

COMMON STOCK PURCHASE WARRANT

1. Issuance: Certain Definitions

1.1 For good and valuable consideration, the receipt of which is hereby acknowledged by **VTV THERAPEUTICS INC.**, a Delaware corporation (the "Company"), MacAndrews & Forbes Group LLC, a Delaware limited liability company, or its registered assigns, is hereby granted the right, subject to the terms and provisions of this warrant (the "Warrant"), to purchase at any time until 5:00 P.M., New York City time, on the Expiration Date, 365,472 fully paid and nonassessable shares of Common Stock, at an initial exercise price per share (the "Exercise Price") of \$1.84 per share, subject to adjustment as set forth herein. The shares of Common Stock issued upon exercise of this Warrant, as adjusted from time to time pursuant to Section 6 hereof, are referred to as "Warrant Shares." This Warrant is being issued pursuant to the terms and conditions of the Commitment Letter.

1.2 As used in this Warrant, the following terms have the respective meanings set forth below:

"Actual Minimum" has the meaning assigned to it in Section 11.2 hereof.

"Affiliate" means, with respect to any specified Person, (i) any other Person 50% or more of whose Outstanding voting securities are directly or indirectly owned, controlled or held with the power to vote by such specified Person or (ii) any other Person directly or indirectly controlling, controlled by or under direct or indirect common control with such specified Person. For purposes of this definition, the term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person by virtue of ownership of voting securities, by contract or otherwise.

---

“Appraisal Procedure” means the following procedure to determine the fair market value, as to any security, for purposes of the definition of “Fair Market Value” or the fair market value, as to any other property (in either case, the “Valuation Amount”). The Valuation Amount shall be determined in good faith jointly by the Board of Directors and the Holder; provided, however, that if such parties are not able to agree on the Valuation Amount within a reasonable period of time (not to exceed 20 Business Days) the Valuation Amount shall be determined by an investment banking firm of national reputation, which firm shall be reasonably acceptable to the Board of Directors and the Holder. If the Board of Directors and the Holder are unable to agree upon an acceptable investment banking firm within 10 days after the date either party proposed that one be selected, the investment banking firm will be selected by an arbitrator located in New York City, New York, selected by the American Arbitration Association (or if such organization ceases to exist, the arbitrator shall be chosen by a court of competent jurisdiction). The arbitrator shall select the investment banking firm (within 10 days of his appointment) from a list, jointly prepared by the Board of Directors and the Holder, of not more than six investment banking firms of national reputation in the United States, of which no more than three may be named by the Board of Directors and no more than three may be named by the Holder. The arbitrator may consider, within the 10-day period allotted, arguments from the parties regarding which investment banking firm to choose, but the selection by the arbitrator shall be made in its sole discretion from the list of six. The Board of Directors and the Holder shall submit their respective valuations and other relevant data to the investment banking firm, and the investment banking firm shall, within 30 days of its appointment, make its own determination of the Valuation Amount. The determination of the final Valuation Amount by such investment banking firm shall be final and binding upon the parties. The Company shall pay all of the fees and expenses of the investment banking firm and arbitrator (if any) used to determine the Valuation Amount. If required by any such investment banking firm or arbitrator, the Company shall execute a retainer and engagement letter containing reasonable terms and conditions, including, without limitation, customary provisions concerning the rights of indemnification and contribution by the Company in favor of such investment banking firm or arbitrator and its officers, directors, partners, employees, agents and Affiliates.

“Board of Directors” means the board of directors of the Company.

“Business Day” means any day that is not a Saturday or Sunday or a day on which banks are required or permitted to be closed in the State of New York.

“Commitment Letter” means the Commitment Letter by and between the Company and MacAndrews & Forbes Incorporated, dated December 23, 2019.

“Common Stock” means the Class A common stock of the Company, par value \$0.01 per share, as constituted on the Issue Date, and any capital stock into which such Common Stock may thereafter be changed, and shall also include (i) capital stock of the Company of any other class (regardless of how denominated) issued to the holders of shares of any Common Stock upon any reclassification thereof which is not preferred as to dividends or liquidation over any other class of stock of the Company and which is not subject to redemption and (ii) shares of common stock of any successor or acquiring corporation received by or distributed to the holders of Common Stock of the Company in the circumstances contemplated by Section 6.5 hereof.

“Company” has the meaning assigned to it in Section 1.1 hereof.

“Credit Agreement” means the Venture Loan and Security Agreement, dated as of October 28, 2016, among Silicon Valley Bank, Horizon Technology Finance Corporation, vTv Therapeutics LLC and the Company.

“Exercise Date” has the meaning assigned to it Section 2.1(a) hereof.

“Exercise Price” means, in respect of a share of Common Stock at any date herein specified, the initial Exercise Price set forth in Section 1.1 hereof, as adjusted from time to time pursuant to Section 6 hereof.

“Expiration Date” means December 23, 2026.

“Fair Market Value” means, as to any security, the Twenty Day Average of the volume weighted average prices of such security on the principal securities exchange on which such security may at the time be listed, or, if there have been no sales on any such exchange on any day, the average of the highest bid and lowest asked prices on all such exchanges at the end of such day, or, if on any day such security is not so listed, the average of the highest bid and lowest asked prices on such day in the domestic over-the-counter market as reported by the National Quotation Bureau, Incorporated, or any similar or successor organization (and in each such case excluding any trades that are not bona fide, arm’s length transactions). If at any time such security is not listed on any domestic securities exchange or quoted on the domestic over-the-counter market, the “Fair Market Value” of such security shall be the fair market value thereof as determined in accordance with the Appraisal Procedure, using any appropriate valuation method, assuming an arms-length sale to an independent party.

“Form of Assignment” has the meaning assigned to it in Section 4.1 hereof.

“Governmental Entity” means any national, federal, state, municipal, local, territorial, foreign or other government or any department, commission, board, bureau, agency, regulatory authority or instrumentality thereof, or any court, judicial, administrative or arbitral body or public or private tribunal.

“Holder” means initially, MacAndrews & Forbes Group LLC and its successors and assigns, in accordance with the terms of this Warrant.

“Investor Rights Agreement” means the Investor Rights Agreement by and between the Company and M&F TTP Holdings Two LLC, as successor in interest to vTv Therapeutics Holdings LLC, dated July 29, 2015, as amended from time to time.

“Issuable Minimum” has the meaning assigned to it in Section 11.2 hereof.

“Issue Date” means December 23, 2019.

“Lien” means any mortgage or deed of trust, pledge, hypothecation, assignment, deposit arrangement, lien, charge, claim, security interest, easement or encumbrance, or preference, priority or other security agreement or preferential arrangement of any kind or nature whatsoever (including, without limitation, any lease or title retention agreement, any financing lease having substantially the same economic effect as any of the foregoing, and the filing of, or agreement to give, any financing statement perfecting a security interest under the Uniform Commercial Code or comparable law of any jurisdiction).

“Notice of Exercise” has the meaning assigned to it in Section 2.1(a) hereof.

“Outstanding” means, when used with reference to Common Stock, at any date as of which the number of shares thereof is to be determined, all issued shares of Common Stock, except shares then owned or held by or for the account of the Company or any Subsidiary, and shall include all shares issuable in respect of Outstanding scrip or any certificates representing fractional interests in shares of Common Stock.

“Permitted Transferee” means (i) any Affiliate of the Holder, including, without limitation, directors, executives and officers of the Holder, (ii) any member of the family of any Affiliate of the Holder, including any such Person’s spouse and descendants and any trust, partnership, corporation, limited liability company or other entity for the benefit of such spouse and/or descendants to whom or which any of the Securities have been transferred by any such Person for estate or tax planning purposes, (iii) any charity, foundation or trust to which the Securities have been transferred by the Holder or any Person or entity described in clause (i) or (ii) above for estate or tax planning or charitable purposes, or (iv) the beneficiary of any bona fide pledge by the Holder of any of the Securities.

“Person” means any individual, sole proprietorship, partnership, limited liability company, joint venture, trust, incorporated organization, association, corporation, institution, Governmental Entity or any other entity.

“Reserved Spin Off Securities” has the meaning assigned to it in Section 6.2 hereof.

“SEC” means the U.S. Securities and Exchange Commission or any other federal agency then administering the Securities Act and other federal securities laws.

“Securities Act” means the Securities Act of 1933, as amended, and the rules and regulations of the SEC thereunder, all as the same shall be in effect at the time.

“Spin Off Securities” has the meaning assigned to it in Section 6.2 hereof.

“Subsidiary” means, with respect to any Person, any corporation, association trust, limited liability company, partnership, joint venture or other business association or entity (i) at least 50% of the Outstanding voting securities of which are at the time owned or controlled directly or indirectly by such Person or (ii) with respect to which the Company possesses, directly or indirectly, the power to direct or cause the direction of the affairs or management of such Person.

“Transfer” means any disposition of any Warrant or Warrant Shares or of any interest therein, which would constitute a “sale” thereof within the meaning of the Securities Act.

“Twenty Day Average” means, with respect to any prices and in connection with the calculation of Fair Market Value, the average of such prices over the 20 Business Days ending on the Business Day immediately prior to the day as of which Fair Market Value is being determined.

“Warrant Price” means an amount equal to (i) the number of Warrant Shares being purchased upon exercise of this Warrant pursuant to Sections 1 and 2 hereof, multiplied by (ii) the Exercise Price.

“Warrant Shares” has the meaning assigned to it in Section 1.1 hereof.

2. Exercise of Warrant.

2.1 Manner of Exercise.

(a) This Warrant is exercisable in whole or in part at any time and from time to time on any Business Day from and after the Issue Date and at any time until 5:00 P.M., New York time, on the Expiration Date. Such exercise shall be effectuated by submitting to the Company (i) a completed and duly executed written notice of the Holder’s election to exercise this Warrant (a “Notice of Exercise”) (substantially in the form attached to this Warrant as Annex A) indicating the number of Warrant Shares then being purchased pursuant to such exercise and the manner of payment of the Warrant Price, (ii) this Warrant and (iii) payment to the Company of the Warrant Price. The date on which such delivery and payment shall have taken place being sometimes referred to as the “Exercise Date.”

(b) Upon receipt by the Company of such Notice of Exercise, surrender of this Warrant and payment of the Warrant Price (in accordance with Section 2.1(c) hereof), the Holder shall be entitled to receive as promptly as practicable, and in any event within five Business Days thereafter, a certificate or certificates for Warrant Shares so purchased in such denomination or denominations as the exercising Holder shall reasonably request in the Notice of Exercise, registered in the name of the Holder or, subject to Section 4 hereof, such other name as shall be designated in the Notice of Exercise, together with cash in lieu of any fraction of a share, as provided in Section 2.3 hereof. If this Warrant shall have been exercised in part, the Company shall, at the time of delivery of the certificate or certificates representing the Warrant Shares being issued, deliver to the Holder a new Warrant evidencing the rights of the Holder to purchase the remaining Warrant Shares underlying this Warrant. Such new Warrant shall in all other respects be identical to this Warrant. This Warrant shall be deemed to have been exercised and such certificate or certificates of Warrant Shares shall be deemed to have been issued, and the Holder or any other Person so designated to be named therein shall be deemed to have become a holder of record of such Warrant Shares for all purposes, as of the Exercise Date. It is understood that where this Warrant requires the delivery of certificates for Warrant Shares, other customary means (including via book-entry through a securities depository or direct registration or account entries by a registrar or transfer agent) used by the Company for delivery of shares of Common Stock may be used.

(c) Payment of the Warrant Price shall be made at the option of the Holder by one or more of the following methods: (i) by delivery of a certified or official bank check or by wire transfer of immediately available funds in the amount of such Warrant Price payable to the order of the Company, (ii) by instructing the Company to withhold a number of Warrant Shares then issuable upon exercise of this Warrant with an aggregate Fair Market Value equal to such Warrant Price, (iii) by surrendering to the Company shares of Common Stock previously acquired by the Holder with an aggregate Fair Market Value equal to such Warrant Price, or (iv) any combination of the foregoing. In the event of any withholding of Warrant Shares or surrender of Common Stock pursuant to clause (ii), (iii) or (iv) above where the number of shares whose Fair Market Value is equal to the Warrant Price is not a whole number, the number of shares withheld by or surrendered to the Company shall be rounded up to the nearest whole share and the Company shall make a cash payment to the Holder based on the incremental fraction of a share being so withheld by or surrendered to the Company in an amount determined in accordance with Section 2.3 hereof.

2.2 Payment of Taxes. All Warrant Shares issuable upon the exercise of this Warrant pursuant to the terms hereof shall be validly issued, fully paid and nonassessable, issued without violation of any preemptive or similar rights of any stockholder of the Company and free and clear of all Liens. The Company shall pay all expenses in connection with, and all taxes and other governmental charges that may be imposed with respect to, the issue or delivery thereof. The Company shall not, however, be required to pay any tax or governmental charge which may be issuable upon exercise of this Warrant payable in respect of any Transfer involved in the issue and delivery of Warrant Shares in a name other than that of the holder of the Warrant to be exercised, and no such issue or delivery shall be made unless and until the Person requesting such issue has paid to the Company the amount of any such tax, or has established to the satisfaction of the Company that such tax has been paid.

2.3 Fractional Shares. The Company shall not be required to issue a fractional share of Common Stock upon exercise of the Warrant. As to any fraction of a share that the Holder, the rights under which are exercised in the same transaction, would otherwise be entitled to purchase upon such exercise, the Company shall pay to the Holder an amount in cash equal to such fraction multiplied by the Fair Market Value of one share of Common Stock on the Exercise Date.

3. Reservation and Authorization of Common Stock. The Company shall at all times during the term of this Warrant reserve for issuance upon exercise of the then outstanding balance of this Warrant such number of shares of its Common Stock as shall be required for issuance of the Warrant Shares. Before taking any action that would result in an adjustment in the number of Warrant Shares for which this Warrant is exercisable or in the Exercise Price, the Company shall obtain all such authorizations or exemptions thereof, or consents thereto, as may be necessary from any public regulatory body or bodies having jurisdiction over such action. If any Warrant Shares required to be reserved for issuance upon exercise of this Warrant require registration or qualification with any Governmental Entity (other than under the Securities Act or any state securities law) before such shares may be so issued, the Company will in good faith and as expeditiously as possible and at its expense endeavor to cause such shares to be duly registered. Before taking any action that would cause an adjustment reducing the Exercise Price below the then par value (if any) of the shares of Common Stock deliverable upon exercise of the Warrant or that would cause the number of Warrant Shares issuable upon exercise of the Warrant to exceed (when taken together with all other Outstanding shares of Common Stock) the number Warrant Shares that the Company is authorized to issue, the Company will take any corporate action that, in the opinion of its counsel, is necessary in order that the Company may validly and legally issue the full number of fully paid and non-assessable shares of Common Stock issuable upon exercise of the Warrant at such adjusted exercise price.



4. Transfer, Assignment, Division, Combination, Mutilation or Loss of Warrant

4.1 Transfer or Assignment of Warrant. Subject to the limitations set forth in Section 7 hereof, upon (a) surrender of this Warrant to the Company accompanied by a Form of Assignment annexed hereto as Annex B (each, a "Form of Assignment") duly executed and funds sufficient to pay any applicable transfer tax, and (b) delivery of an opinion of counsel to the Holder reasonably satisfactory to the Company to the effect that, in the opinion of such counsel, the transfer is exempt from the registration requirements of the Securities Act (provided that no such opinion shall be required in the event of a Transfer to a Permitted Transferee), the Company shall, without charge, execute and deliver a new Warrant registered in the name of the assignee named in the Form of Assignment at the address, and evidencing the right to purchase the shares of Common Stock, specified in the Form of Assignment, and the Warrant represented by this Warrant shall promptly be cancelled.

4.2 Mutilation or Loss of Warrant. Upon receipt by the Company of evidence satisfactory to it of the loss, theft, destruction or mutilation of this Warrant, and (in the case of loss, theft or destruction) receipt of reasonably satisfactory indemnification, and (in the case of mutilation) upon surrender and cancellation of this Warrant, the Company will execute and deliver a new Warrant of like tenor and date and any such lost, stolen, destroyed or mutilated Warrant shall thereupon become void.

4.3 Division and Combination. Subject to compliance with the applicable provisions of this Warrant, this Warrant may be divided or combined with other Warrants upon presentation hereof to the Company, together with a written notice specifying the names and denominations in which new Warrants are to be issued, signed by the Holder or its agent or attorney. Subject to compliance with the applicable provisions of this Warrant as to any transfer which may be involved in such division or combination, the Company shall execute and deliver a new Warrant or Warrants in exchange for the Warrant or Warrants to be divided or combined in accordance with such notice.

4.4 Expenses. The Company shall prepare, issue and deliver at its own expense any new Warrant required to be issued hereunder.

4.5 Maintenance of Books. The Company agrees to maintain books for the registration and transfer of the Warrant.

5. Rights of the Holder. The Holder shall not, by virtue hereof, be entitled to any rights of a stockholder in the Company, either at law or equity, and the rights of the Holder are limited to those expressed in this Warrant and are not enforceable against the Company except to the extent set forth herein.

6. Protection Against Dilution and Other Adjustments.

6.1 Adjustment of Number of Warrant Shares. Upon any adjustment of the Exercise Price as provided in Sections 6.3 through 6.5 hereof, the Holders of this Warrant shall thereafter be entitled to purchase upon the exercise hereof, at the Exercise Price resulting from such adjustment, the number of Warrant Shares (calculated to the nearest 1/100th of a share) obtained by multiplying the Exercise Price in effect immediately prior to such adjustment by the number of Warrant Shares issuable on the exercise hereof immediately prior to such adjustment and dividing the product thereof by the Exercise Price resulting from such adjustment.

6.2 Adjustment Upon Spin Off. If, at any time or from time to time after the Issue Date, the Company shall spin off or otherwise divest itself of a part of its business or operations or dispose of all or of a part of its assets in a transaction in which the Company does not receive compensation for such business, operations or assets, but causes securities of another entity that are held by the Company (the "Spin Off Securities") to be issued to security holders of the Company, then the Company shall cause (i) to be reserved a number of Spin Off Securities (the "Reserved Spin Off Securities") equal to the number of Spin Off Securities that would have been issued to the Holder had the Holder exercised this Warrant in full as of immediately prior to the record date for determining the stockholders of the Company entitled to receive such Spin Off Securities (the number of Warrant Shares as of such time being referred to herein as the "Full Exercise Amount"), and (ii) to be issued to the Holder on the exercise of this Warrant, a number of Reserved Spin Off Securities equal to (x) the Reserved Spin Off Securities multiplied by (y) a fraction, the numerator of which shall be the number of Warrant Shares being purchased by the Holder pursuant to such exercise, and the denominator of which shall be the Full Exercise Amount (which Full Exercise Amount shall be adjusted proportionally for any adjustments to the number of Warrant Shares made pursuant to Section 6.1).

6.3 Upon Stock Dividends, Subdivisions or Splits. If, at any time or from time to time after the Issue Date, the number of shares of Common Stock Outstanding is increased by a stock dividend payable in shares of Common Stock or by a subdivision or split-up of shares of Common Stock, then, following the record date for the determination of holders of Common Stock entitled to receive such stock dividend, or to be affected by such subdivision or split-up, the Exercise Price shall be appropriately decreased by multiplying the Exercise Price by a fraction, the numerator of which is the number of shares of Common Stock Outstanding immediately prior to, and the denominator of which is the number of shares of Common Stock Outstanding immediately after, such increase in shares of Common Stock Outstanding.

6.4 Upon Combinations or Reverse Stock Splits. If, at any time or from time to time after the Issue Date, the number of shares of Common Stock Outstanding is decreased by a combination or reverse stock split of the Outstanding shares of Common Stock into a smaller number of shares of Common Stock, then, following the record date to determine shares affected by such combination or reverse stock split, the Exercise Price shall be appropriately increased by multiplying the Exercise Price by a fraction, the numerator of which is the number of shares of Common Stock Outstanding immediately prior to, and the denominator of which is the number of shares of Common Stock Outstanding immediately after, such decrease in shares of Common Stock Outstanding.

6.5 Upon Reclassifications, Reorganizations, Consolidations or Mergers. If, at any time or from time to time after the Issue Date, there is any capital reorganization of the Company, any reclassification of the stock of the Company (other than a change in par value or from par value to no par value or from no par value to par value or as a result of a stock dividend or subdivision, split-up or combination of shares), or any consolidation or merger of the Company with or into another Person (where the Company is not the surviving Person or where there is a change in or distribution with respect to the Common Stock), this Warrant shall after such reorganization, reclassification, consolidation, or merger be exercisable for the kind and number of shares of stock or other securities or property of the Company or of the successor Person resulting from such consolidation or surviving such merger, if any, to which the holder of the Warrant Shares deliverable (immediately prior to the time of such reorganization, reclassification, consolidation or merger) upon exercise of such Warrant would have been entitled upon such reorganization, reclassification, consolidation or merger. The provisions of this clause shall similarly apply to successive reorganizations, reclassifications, consolidations, or mergers. The Company shall not effect any such reorganization, reclassification, consolidation or merger unless, prior to the consummation thereof, the successor Person (if other than the Company) resulting from such reorganization, reclassification, consolidation or merger, shall assume, by written instrument, the obligation to deliver to the Holder of this Warrant such shares of stock, securities or assets, which, in accordance with the foregoing provisions, the Holder shall be entitled to receive upon such conversion.

6.6 Deferral in Certain Circumstances. In any case in which the provisions of this Section 6 shall require that an adjustment shall become effective immediately after a record date of an event, the Company may defer until the occurrence of such event (a) issuing to the Holder of any Warrant exercised after such record date and before the occurrence of such event the shares of capital stock issuable upon such exercise by reason of the adjustment required by such event and issuing to the Holder only the shares of capital stock issuable upon such exercise before giving effect to such adjustments, and (b) paying to the Holder any amount in cash in lieu of a fractional share of capital stock pursuant to Section 2.3 above; provided, however, that the Company shall deliver to the Holder an appropriate instrument or due bills evidencing the Holder's right to receive such additional shares or such cash.

6.7 Appraisal Procedure. In any case in which the provisions of this Section 6 shall necessitate that the Appraisal Procedure be utilized for purposes of determining an adjustment to the Exercise Price, the Company may defer until the completion of the Appraisal Procedure and the determination of the adjustment (a) issuing to the Holder if the Holder exercises this Warrant after the date of the event that requires the adjustment and before completion of the Appraisal Procedure and the determination of the adjustment, the shares of capital stock issuable upon such exercise by reason of the adjustment required by such event and issuing to the Holder only the shares of capital stock issuable upon such exercise before giving effect to such adjustment and (b) paying to the Holder any amount in cash in lieu of a fractional share of capital stock pursuant to Section 2.3 above; provided, however, that the Company shall deliver to the Holder an appropriate instrument or due bills evidencing the Holder's right to receive such additional shares or such cash.

6.8 Exceptions. This Section 6 shall not apply to, and no adjustment to the Exercise Price or number of Warrant Shares shall be made in respect of the issuance of, (a) securities offered to the public pursuant to a public offering; (b) securities issued to employees or directors of the Company pursuant to an employee stock option plan or stock incentive plan approved by the Board of Directors; (c) shares of Common Stock issued in exchange for shares of Class B common stock, par value \$0.01 per share, of the Company; (d) securities Outstanding as of the date hereof (provided that the terms of such securities will not be modified in any manner following the date hereof); (e) shares of Common Stock issuable pursuant to convertible securities, options or warrants existing on the date hereof (including pursuant to the Credit Agreement); or (f) shares of Common Stock that are issued pursuant to the Commitment Letter or any definitive documentation in respect of investments made thereunder.

6.9 Notice of Adjustment of Exercise Price. Whenever the Exercise Price is adjusted as herein provided:

(i) the Company shall compute the adjusted Exercise Price and number of Warrant Shares issuable pursuant to this Warrant in accordance with this Section 6 and shall prepare a certificate signed by the treasurer or chief financial officer of the Company setting forth the adjusted Exercise Price and number of Warrant Shares issuable pursuant to this Warrant and showing in reasonable detail the facts upon which such adjustment is based; and

(ii) a notice to the Holder stating that the Exercise Price has been adjusted and setting forth the adjusted Exercise Price shall forthwith be prepared by the Company.

7. Transfer to Comply with the Securities Act

7.1 This Warrant has not been registered under the Securities Act and has been issued to the Holder for investment and not with a view to the distribution of either the Warrant or the Warrant Shares. Neither this Warrant nor any of the Warrant Shares or any other security issued or issuable upon exercise of this Warrant may be sold, transferred, pledged or hypothecated in the absence of an effective registration statement under the Securities Act relating to such security or an opinion of counsel satisfactory to the Company that registration is not required under the Securities Act; provided, that no registration statement or opinion of counsel shall be required in the event of a Transfer to a Permitted Transferee. Each Warrant, the Warrant Shares and any other security issued or issuable upon exercise of this Warrant shall contain a legend on the face thereof, in substantially the following form by which the Holder (and any transferee thereof) shall be bound:

THE SECURITIES EVIDENCED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY OTHER SECURITIES LAWS, AND SUCH SECURITIES MAY NOT BE SOLD, PLEDGED, HYPOTHECATED OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION UNDER SAID ACT AND LAWS OR AN EXEMPTION THEREFROM.

7.2 Accredited Investor Status. The issuance of this Warrant is being made pursuant to Regulation D under the Securities Act to the Holder, which hereby represents and warrants that is an “accredited investor” (as such term is defined in Rule 501 of Regulation D promulgated under the Securities Act).

8. Notice Of Corporate Actions: Taking Of Record: Transfer Books

8.1 Notices of Corporate Actions. In case:

- (a) of the Company granting to all of the holders of its Common Stock rights or warrants to subscribe for or purchase any shares of capital stock of any class; or
- (b) of any reclassification of the Common Stock (other than a subdivision or combination of the Outstanding shares of Common Stock), or of any consolidation, merger or share exchange to which the Company is a party and for which approval of any stockholders of the Company is required, or of the sale or transfer of all or substantially all of the assets of the Company; or
- (c) of the voluntary or involuntary dissolution, liquidation or winding up of the Company; or

(d) of the commencement by the Company or any Subsidiary of a tender offer for all or a portion of the Outstanding shares of Common Stock (or the amending of any such tender offer to change the maximum number of shares being sought or the amount or type of consideration being offered therefor); then the Company shall provide to the Holder, at least 30 days prior to the applicable record, effective or expiration date hereinafter specified, a notice stating (x) the date on which a record is to be taken for the purpose of such dividend, distribution or granting of rights or warrants, or, if a record is not to be taken, the date as of which the holders of Common Stock of record who will be entitled to such dividend, distribution, rights or warrants are to be determined, (y) the date on which such reclassification, consolidation, merger, share exchange, sale, transfer, dissolution, liquidation or winding up is expected to become effective, and the date as of which it is expected that holders of Common Stock of record shall be entitled to exchange their shares of Common Stock for securities, cash or other property deliverable upon such reclassification, consolidation, merger, share exchange, sale, transfer, dissolution, liquidation or winding up, or (z) the date on which such tender offer commenced, the date on which such tender offer is scheduled to expire unless extended, the consideration offered and the other material terms thereof (or the material terms of the amendment thereto). Such notice shall also set forth such facts with respect thereto as shall be reasonably necessary to indicate the effect of such action on the Exercise Price and the number and kind or class of shares or other securities or property which shall be deliverable or purchasable upon the occurrence of such action or deliverable upon exercise of the Warrant. Neither the failure to give any such notice nor any defect therein shall affect the legality or validity of any action described in clauses (a) through (d) of this Section 8.1.

8.2 Taking of Record. In the case of all dividends or other distributions by the Company to the holders of its Common Stock with respect to which any provision of hereof refers to the taking of a record of such holders, the Company will in each such case take such a record and will take such record as of the close of business on a Business Day.

8.3 Closing of Transfer Books. The Company shall not at any time, except upon dissolution, liquidation or winding up of the Company, close its stock transfer books or Warrant transfer books so as to result in preventing or delaying the exercise or transfer of all or any portion of this Warrant.

9. Notices. Any notice or other communication required or permitted hereunder shall be deemed to have been duly given and made if (i) in writing and served by personal delivery upon the party for whom it is intended, (ii) if delivered by electronic mail with receipt confirmed (including by receipt of confirmatory electronic mail from recipient), or (iii) if delivered by certified mail, registered mail, courier service, return-receipt received to the party at the address set forth below, as follows:

(i) if to the Company, to:

vTv Therapeutics Inc.  
3980 Premier Drive, Suite 310  
High Point, NC 27265  
Attention: Rudy Howard; Robin Abrams

Email: rhoward@vtvtherapeutics.com;  
rabrams@vtvtherapeutics.com

with a copy (which shall not constitute notice) to:

Paul, Weiss, Rifkind, Wharton & Garrison LLP  
1285 Avenue of the Americas  
New York, New York 10019  
Attention: Lawrence G. Wee, Esq.  
Email: Lwee@paulweiss.com

(ii) if to the Holder, to:

MacAndrews & Forbes Group LLC  
35 East 62<sup>nd</sup> Street  
New York, New York 10065  
Attention: Shiri Ben-Yishai  
Email: sben-yishai@MAFGRP.COM

Any party may be given notice in accordance with this Section 9, unless such party designates another address or person for receipt of notice hereunder.

10. No Impairment; Regulatory Compliance And Cooperation; Notice Of Expiration. The Company shall not by any action, including, without limitation, amending its charter documents or through any reorganization, reclassification, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other similar voluntary action, avoid or seek to avoid the observance or performance of any of the terms of this Warrant, but will at all times in good faith assist in the carrying out of all such terms and in the taking of all such actions as may be necessary or appropriate to protect the rights of the Holder against impairment.

11. Miscellaneous.

11.1 Successors and Assigns. This Warrant shall inure to the benefit of and be binding upon the successors and assigns of the Company, the Holder and their respective successors and assigns. The Holder's rights under this Warrant may be assigned, in whole or in part, to (a) any Permitted Transferee, and any Permitted Transferee shall be deemed to be a Holder for all purposes hereunder or (b) any transferee of a Warrant, or, if applicable, any portion of a Warrant, that represents (x) the greater of (A) 10% of the Warrant Shares exercisable by such transferor on the date of such transfer and (B) 36,547 Warrant Shares (subject to adjustment as set forth herein) or (y) if the transferor shall then hold Warrants representing less than 36,547 Warrant Shares (subject to adjustment as set forth herein), all of the Warrants held by such transferor, and any such transferee shall be deemed to be a Holder for all purposes hereunder.

11.2 Limitation on Exercise. Notwithstanding anything to the contrary contained herein, the maximum number of shares of Common Stock that the Company may issue pursuant to the Commitment Letter or any other documentation contemplated under the Commitment Letter at an effective purchase price less than the greater of book or market value of the Company's Common Stock on the trading day immediately preceding the date of the Commitment Letter equals 19.99% of the outstanding shares of both the Common Stock and the Company's Class B common stock, par value \$0.01 per share, taken together, immediately preceding the date of the Commitment Letter (the "Issuable Maximum"), unless the Company obtains shareholder approval in accordance with the rules and regulations of the Nasdaq Stock Market. If, at the time any Holder requests an exercise of this Warrant, the Actual Minimum (excluding any shares issued or issuable at an effective purchase price in excess of the greater of book or market value of the Company's Common Stock on the trading day immediately preceding the date of the Commitment Letter) exceeds the Issuable Maximum (and if the Company has not previously obtained the required shareholder approval), then the Company shall issue to the Holder requesting such exercise a number of shares of Common Stock equal to the Issuable Maximum. The Company shall not be obligated to seek stockholder approval under the rules and regulations of the Nasdaq Stock Market and shall not be in breach under this Warrant Agreement, the Commitment Letter or any other documentation contemplated under the Commitment Letter for failure to issue securities as a result of its failure to obtain shareholder approval as described above. For purposes hereof, "Actual Minimum" shall mean, as of any date, the maximum aggregate number of shares of Common Stock then issued or potentially issuable in the future pursuant to the Commitment Letter or any other documentation contemplated under the Commitment Letter, without giving effect to any limits on the number of shares of Common Stock that may be owned by a Holder at any one time.

11.3 Supplements and Amendments: Entire Agreement. This Warrant may be amended or supplemented only by an instrument in writing signed by the parties hereto. This Warrant, the Commitment Letter (together with any purchase agreements or other definitive documentation executed in connection therewith) and the Investor Rights Agreement contain the full understanding of the parties hereto with respect to the subject matter hereof and thereof and there are no representations, warranties, agreements or understandings other than expressly contained herein and therein.

11.4 Governing Law; Jurisdiction; Waiver Of Jury Trial. The internal laws, and not the laws of conflicts (other than Section 5-1401 of the General Obligations Law of the State of New York), of New York shall govern the enforceability and validity of this Warrant, the construction of its terms and the interpretation of the rights and duties of the Company. Any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Warrant or the transactions contemplated hereby may be brought in any federal or state court located in the County and State of New York, and the Company hereby consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding which is brought in any such court has been brought in an inconvenient forum. Process in any such suit, action or proceeding may be served on the company anywhere in the world, whether within or without the jurisdiction of any such court. The Company hereby irrevocably waives any and all right to trial by jury in any legal proceeding arising out of or related to this Warrant or the transactions contemplated hereby.



11.5 Remedies. The Holder, in addition to being entitled to exercise its rights granted by law, including recovery of damages, shall be entitled to specific performance of its rights provided under this Warrant. The Company agrees that monetary damages would not be adequate compensation for any loss incurred by reason of a breach by it of the provisions of this Warrant and shall waive, in an action for specific performance, the defense that a remedy at law would be adequate.

11.6 Limitation of Liability. No provision hereof and no enumeration herein of the rights or privileges of the Holder hereof, shall give rise to any liability of the Holder to pay the Exercise Price for any Warrant Shares other than pursuant to an exercise of this Warrant or any liability as a stockholder of the Company, whether such liability is asserted by the Company or by creditors of the Company.

11.7 Severability. Wherever possible, each provision of this Warrant shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Warrant shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Warrant.

11.8 Descriptive Headings. Descriptive headings of the several sections of this Warrant are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, this Warrant has been executed as of the 23 day of December, 2019.

VTV THERAPEUTICS INC.

By: /s/ Rudy C. Howard

Name: Rudy C. Howard

Title: Chief Financial Officer

*[Signature Page to Warrant]*

---

ANNEX A

NOTICE OF EXERCISE OF WARRANT

[To be executed only upon exercise of Warrant]

The undersigned hereby irrevocably elects to exercise the right, represented by the Warrant dated as of December 23, 2019, to purchase \_\_\_\_\_ shares of Class A common stock, par value \$0.01 per share (the "Warrant Shares"), of vTv Therapeutics Inc. and tenders herewith payment in accordance with Sections 1 and 2 of such Warrant. The undersigned further requests, in accordance with Section 2.1(b) of the Warrant, that certificates for the Warrant Shares hereby purchased (and any securities or other property issuable upon exercise) be issued in the name of and delivered to \_\_\_\_\_ and, if such Warrant Shares are not all of the Warrant Shares issuable upon exercise of the Warrant, that a new Warrant of like tenor be issued for the balance of the Warrant Shares.

\_\_\_\_\_  
(Name of Registered Owner)

\_\_\_\_\_  
(Signature of Registered Owner)

\_\_\_\_\_  
(Street Address)

\_\_\_\_\_  
(City) (State) (Zip Code)

NOTICE: The signature on this subscription must correspond with the name as written upon the face of the within Warrant in every particular, without alteration or enlargement or any change whatsoever.

---

**ANNEX B**

**FORM OF ASSIGNMENT**

(To be executed by the registered holder if such holder desires to transfer the Warrant.)

FOR VALUE RECEIVED \_\_\_\_\_ hereby sells, assigns and transfers unto

---

(Please print name and address of transferee)

the Warrants represented by this Warrant, together with all right, title and interest therein, and does hereby irrevocably constitute and appoint \_\_\_\_\_ attorney-in-fact, with full power of substitution, to transfer the within Warrant on the books of VTV THERAPEUTICS INC. to give effect to the transfer made hereby.

Date: \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Signature

NOTICE: The signature on this assignment must correspond with the name as written upon the face of the within Warrant in every particular, without alteration or enlargement or any change whatsoever.

---