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

SCHEDULE 13D/A

**Under the Securities Exchange Act of 1934
(Amendment No. 2)***

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)

Barry F. Schwartz
Executive Vice Chairman and Chief Administrative Officer
MacAndrews & Forbes Incorporated
35 East 62nd 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

October 1, 2015
(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 | |
| 1. | NAME OF REPORTING PERSON MacAndrews & Forbes Incorporated | | |
| 2. | CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS) (a) <input type="checkbox"/> (b) <input type="checkbox"/> | | |
| 3. | SEC USE ONLY | | |
| 4. | SOURCE OF FUNDS (SEE INSTRUCTIONS) OO | | |
| 5. | CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 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 0 | |
| | 8. | SHARED VOTING POWER 24,959,898(1) | |
| | 9. | SOLE DISPOSITIVE POWER 0 | |
| | 10. | SHARED DISPOSITIVE POWER 24,959,898(1) | |
| 11. | AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 24,959,898(1) | | |
| 12. | CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/> | | |
| 13. | PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 76.1%(2) | | |
| 14. | TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) CO | | |

- (1) The information set forth in Item 5 is incorporated by reference. Includes (i) 1,900,666 shares of Class A common stock, par value \$0.01 per share ("Class A Common Stock") of the Issuer and (ii) 23,059,232 shares of Class A Common Stock issuable upon exchange of 23,059,232 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 that are beneficially owned by the "Reporting Persons" (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. Includes 655,721 shares of Class B Common Stock and corresponding vTv Units that may be deemed to be directly beneficially owned by Mr. Ronald O. Perelman and 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 32,812,500 shares of Class A Common Stock outstanding, which is the sum of (i) 9,156,686 shares of Class A Common Stock outstanding and (ii) 23,655,814 shares of Class A Common Stock that are issuable in exchange for the 23,655,814 shares of Class B Common Stock and corresponding vTv Units outstanding.

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| CUSIP No. | | 918385 105 | |
| 1. | NAME OF REPORTING PERSON MacAndrews & Forbes LLC | | |
| 2. | CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS) (a) <input type="checkbox"/> (b) <input type="checkbox"/> | | |
| 3. | SEC USE ONLY | | |
| 4. | SOURCE OF FUNDS (SEE INSTRUCTIONS) OO | | |
| 5. | CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 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 0 | |
| | 8. | SHARED VOTING POWER 1,900,666(1) | |
| | 9. | SOLE DISPOSITIVE POWER 0 | |
| | 10. | SHARED DISPOSITIVE POWER 1,900,666(1) | |
| 11. | AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 1,900,666(1) | | |
| 12. | CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/> | | |
| 13. | PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 5.8%(2) | | |
| 14. | TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) OO | | |

(1) The information set forth in Item 5 is incorporated by reference.

(2) The calculation assumes that there is a total of 32,812,500 shares of Class A Common Stock outstanding, which is the sum of (i) 9,156,686 shares of Class A Common Stock outstanding and (ii) 23,655,814 shares of Class A Common Stock that are issuable in exchange for the 23,655,814 shares of Class B Common Stock and corresponding vTv Units outstanding.

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| CUSIP No. | | 918385 105 | |
| 1. | NAME OF REPORTING PERSON MacAndrews & Forbes Group LLC | | |
| 2. | CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS) (a) <input type="checkbox"/> (b) <input type="checkbox"/> | | |
| 3. | SEC USE ONLY | | |
| 4. | SOURCE OF FUNDS (SEE INSTRUCTIONS) OO | | |
| 5. | CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 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 0 | |
| | 8. | SHARED VOTING POWER 1,900,666(1) | |
| | 9. | SOLE DISPOSITIVE POWER 0 | |
| | 10. | SHARED DISPOSITIVE POWER 1,900,666(1) | |
| 11. | AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 1,900,666(1) | | |
| 12. | CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/> | | |
| 13. | PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 5.8%(2) | | |
| 14. | TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) OO | | |

(1) The information set forth in Item 5 is incorporated by reference.

(2) The calculation assumes that there is a total of 32,812,500 shares of Class A Common Stock outstanding, which is the sum of (i) 9,156,686 shares of Class A Common Stock outstanding and (ii) 23,655,814 shares of Class A Common Stock that are issuable in exchange for the 23,655,814 shares of Class B Common Stock and corresponding vTv Units outstanding.

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| CUSIP No. | | 918385 105 | |
| 1. | NAME OF REPORTING PERSON M&F TTP Holdings LLC | | |
| 2. | CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS) (a) <input type="checkbox"/> (b) <input type="checkbox"/> | | |
| 3. | SEC USE ONLY | | |
| 4. | SOURCE OF FUNDS (SEE INSTRUCTIONS) OO | | |
| 5. | CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 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 0 | |
| | 8. | SHARED VOTING POWER 22,353,798(1) | |
| | 9. | SOLE DISPOSITIVE POWER 0 | |
| | 10. | SHARED DISPOSITIVE POWER 22,353,798(1) | |
| 11. | AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 22,353,798(1) | | |
| 12. | CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/> | | |
| 13. | PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 68.1%(2) | | |
| 14. | TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) OO | | |

- (1) The information set forth in Item 5 is incorporated by reference. Represents 22,353,798 shares of Class B Common Stock and corresponding vTv Units, which are exchangeable for 22,353,798 shares of Class A Common Stock.
- (2) The calculation assumes that there is a total of 32,812,500 shares of Class A Common Stock outstanding, which is the sum of (i) 9,156,686 shares of Class A Common Stock outstanding and (ii) 23,655,814 shares of Class A Common Stock that are issuable in exchange for the 23,655,814 shares of Class B Common Stock and corresponding vTv Units outstanding.

This Amendment No. 2 ("Amendment No. 2") 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 so amended, the "Schedule 13D"), and is being filed with the Securities and Exchange Commission by 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"), and M&F TTP Holdings LLC, a Delaware limited liability company ("M&F TTP") (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").

This Amendment No. 2 is being filed to report changes in certain information reported in Item 5 of the Schedule 13D resulting from certain reorganization transactions. On October 1, 2015, each of vTvx Holdings I LLC ("vTvx I") and vTvx Holdings II LLC ("vTvx II") merged with and into vTv Therapeutics Holdings LLC ("Holdings"), with Holdings continuing as the surviving limited liability company (collectively, the "Mergers") pursuant to an Agreement and Plan of Merger, dated as of October 1, 2015 (the "Merger Agreement"), by and among vTvx I, vTvx II and Holdings. As a result of the Mergers, all of the issued and outstanding units of vTvx I and vTvx II were cancelled in exchange for cash or units of Holdings as set forth in the Merger Agreement. All holders of units of vTvx I and vTvx II entitled to receive more than \$5,000 of aggregate consideration in the Mergers received membership interests in Holdings. Separately, on October 5, 2015, Holdings was dissolved in accordance with the terms of a Plan of Liquidation and Dissolution, dated as of October 5, 2015 (the "Liquidation and Dissolution Plan"). Pursuant to the Liquidation and Dissolution Plan, among other things, Holdings made a liquidating distribution of shares of Class B common stock, par value \$0.01 per share ("Class B Common Stock"), of the Issuer and the corresponding nonvoting common units ("vTv Units") of vTv Therapeutics LLC to Holdings' members (the "Distribution"). In connection with the Distribution, the equity interests of the members of Holdings were cancelled in exchange for the right to receive shares of Class B Common Stock and corresponding vTv Units. Capitalized terms used herein shall have the meanings ascribed to them in the Schedule 13D unless otherwise defined herein.

Item 2. Identity and Background.

The information contained in Item 2 of the Schedule 13D is hereby amended and restated as follows:

- (a) This statement is being filed on behalf of MacAndrews & Forbes, M&F LLC, M&F Group and M&F TTP. The Reporting Persons are filing jointly, and the agreement among the Reporting Persons to file jointly is attached hereto as Exhibit 1 and incorporated herein by reference. Ronald O. Perelman is the sole stockholder of MacAndrews & Forbes. See an amended and restated Schedule A hereto for additional information regarding the additional entities and persons listed thereon.
- (b) The business address and principal office of the Reporting Persons is 35 East 62nd Street, New York, NY 10065.
- (c) Not applicable.
- (d) During the last five years, none of the Reporting Persons or any other person listed on the amended and restated Schedule A hereto has been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).
- (e) During the last five years, none of the Reporting Persons or any other person listed on the amended and restated Schedule A hereto has been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is 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 violations with respect to such laws.
- (f) See the amended and restated Schedule A hereto for the citizenship of the persons listed thereon.

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

The information contained in Item 3 of the Schedule 13D is hereby amended and supplemented by adding the following information:

The funds used for the purchase of 94,000 shares of the Class A Common Stock were derived from general working capital. The purchases were effected through open market transactions on September 22, September 25, September 28, October 1 and October 2 by M&F Group, which purchased 24,000, 10,000, 30,000, 15,000 and 15,000 shares for weighted-average prices per share of \$6.8153, \$6.4918, \$5.883, \$6.1051 and \$6.4163, respectively. A total of \$592,797.25 was paid to acquire such shares.

Item 4. Purpose of Transaction.

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

On October 1, 2015, the Board of Directors of each of Holdings, vTvx I and vTvx II, as well as their requisite members, approved and adopted the Merger Agreement as part of an overall restructuring of Holdings, vTvx I and vTvx II. The Merger Agreement provided for the mergers of each of vTvx I and vTvx II with and into Holdings, with Holdings continuing as the surviving limited liability company. As a result of the Mergers, all of the issued and outstanding units of vTvx I and vTvx II were cancelled in exchange for cash or units of Holdings as set forth in the Merger Agreement. Specifically, certain holders (the "Cashed-Out Holders") of units of vTvx I and vTvx II entitled to receive \$5,000 or less of aggregate consideration in the Mergers received consideration in the form of cash for an aggregate amount of \$81,930, and all holders of units of vTvx I and vTvx II entitled to receive more than \$5,000 of aggregate consideration in the Mergers received membership interests in Holdings.

Separately, on October 5, 2015, Holdings was dissolved in accordance with the terms of the Liquidation and Dissolution Plan, pursuant to which, among other things, Holdings made a liquidating distribution of shares of Class B Common Stock of the Issuer and the corresponding vTv Units of vTv Therapeutics LLC to its members. In connection with the Distribution, the equity interests of the members of Holdings were cancelled in exchange for the right to receive the shares of Class B Common Stock and corresponding vTv Units held directly by Holdings. The Reporting Persons did not have a pecuniary interest in the shares of Class B Common Stock and corresponding vTv Units being distributed to the members of Holdings, other than M&F TTP and, with respect to the Reporting Persons other than M&F TTP, only to the extent of such Reporting Person's pecuniary interest in M&F TTP. The changes in the amount of beneficial ownership of the Reporting Persons reflects (i) a decrease in beneficial ownership by the Reporting Persons due to the Distribution to third parties of shares of Class B Common Stock and corresponding vTv Units in which the Reporting Persons did not have a pecuniary interest and (ii) a change in form of beneficial ownership resulting from the Mergers, the dissolution of Holdings and the Distribution.

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) MacAndrews & Forbes directly or indirectly controls M&F LLC, M&F Group and M&F TTP. Including the 23,655,814 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, 24,959,898 shares of Class A Common Stock are beneficially owned by Mr. Perelman and MacAndrews & Forbes; 22,353,798 shares of Class A Common Stock are beneficially owned by M&F TTP; and 1,900,666 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, 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 MacAndrews & Forbes, M&F LLC, M&F Group and M&F TTP. The number of shares reported as beneficially owned by MacAndrews & Forbes includes 655,721 shares of Class B Common Stock and corresponding vTv Units that may be deemed to be directly beneficially owned by Mr. Perelman and 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 his pecuniary interest therein.

The total Class A Common Stock beneficial ownership of (i) Mr. Perelman and MacAndrews & Forbes represents approximately 76.1% of the Class A Common Stock, (ii) M&F TTP represents approximately 68.1% of the Class A Common Stock and (iii) M&F LLC and M&F Group represents approximately 5.8% of the Class A Common Stock (assuming, in each case, that there is a total of 32,812,500 shares of Class A Common Stock outstanding, which is the sum of (i) 9,156,686 shares of Class A Common stock outstanding and (ii) 23,655,814 shares of Class A Common Stock that are issuable in exchange for the 23,655,814 shares of Class B Common Stock and corresponding vTv Units outstanding).

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) The Mergers and the Distribution were transactions in the 60 days prior to the date hereof that resulted in changes in beneficial ownership, as described in Item 4 above. Except for the transactions described herein, there have been no other transactions in the securities of the Issuer effected by the Reporting Persons within the last 60 days.

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

The information contained in Item 6 of the Schedule 13D is hereby amended and supplemented by adding the information below.

Joint Filing Agreement

Pursuant to Rule 13d-1(k) promulgated under the Exchange Act, the Reporting Persons have entered into an agreement on October 5, 2015 with respect to the joint filing of this Schedule 13D and any amendment or amendments thereto (the "Joint Filing Agreement"). The Joint Filing Agreement is attached hereto as Exhibit 1 and incorporated herein by reference.

The responses set forth in Item 4 hereof are incorporated by reference in their entirety.

Item 7. Material to be Filed as Exhibits

- Exhibit 1: Joint Filing Agreement, dated October 5, 2015, between MacAndrews & Forbes Incorporated, MacAndrews & Forbes LLC, MacAndrews & Forbes Group LLC and M&F TTP Holdings LLC.
- Exhibit 8: Agreement and Plan of Merger, dated as of October 1, 2015, by and among vTv Therapeutics Holdings LLC, vTvx Holdings I LLC and vTvx Holdings II LLC.
- Exhibit 9: Plan of Liquidation and Dissolution, dated as of October 5, 2015, of vTv Therapeutics Holdings LLC.

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: October 5, 2015

MacAndrews & Forbes Incorporated

By: /s/ Michael C. Borofsky

Name: Michael C. Borofsky

Title: Senior Vice President

MacAndrews & Forbes LLC

By: /s/ Michael C. Borofsky

Name: Michael C. Borofsky

Title: Senior Vice President

MacAndrews & Forbes Group LLC

By: /s/ Michael C. Borofsky

Name: Michael C. Borofsky

Title: Senior Vice President

M&F TTP Holdings LLC

By: /s/ Michael C. Borofsky

Name: Michael C. Borofsky

Title: Senior Vice President

MacAndrews & Forbes Incorporated

Executive officers and directors of MacAndrews & Forbes Incorporated, a Delaware corporation:

| <u>Name and Position (if different from Principal Employment)</u> | <u>Principal Occupation or Employment</u> |
|---|--|
| Ronald O. Perelman | Director, Chairman and Chief Executive Officer of MacAndrews & Forbes Incorporated |
| Barry F. Schwartz | Director, Executive Vice Chairman and Chief Administrative Officer of MacAndrews & Forbes Incorporated |
| Steven M. Cohen | Executive Vice President, Chief Administrative Officer and General Counsel of MacAndrews & Forbes Incorporated |
| Paul G. Savas | Executive Vice President and Chief Financial Officer of MacAndrews & Forbes Incorporated |

Mr. Cohen is the beneficial owner of 5,000 shares of Class A Common Stock (less than 1% of the shares of Class A Common Stock and less than 1% of the combined voting power of the Class A Common Stock and Class B Common Stock). Mr. Savas is the beneficial owner of 20,000 shares of Class A Common Stock and 6,522 shares of Class B Common Stock (less than 1% of the shares of Class A Common Stock, less than 1% of the shares of Class B Common Stock and less than 1% of the combined voting power of the Class A Common Stock and Class B Common Stock). Except as reported in the prior sentence and in Item 5, none of the persons listed above beneficially owns any shares of Class A Common Stock or Class B Common Stock. The directors' and officers' address is MacAndrews & Forbes Incorporated, 35 East 62nd Street, New York, New York 10065. All of the directors and executive officers of MacAndrews & Forbes Incorporated are United States citizens.

MacAndrews & Forbes LLC

Controlling persons and officers of MacAndrews & Forbes LLC, a Delaware limited liability company:

| <u>Name and Position (if different from Principal Employment)</u> | <u>Principal Occupation or Employment</u> |
|---|--|
| Ronald O. Perelman Chairman and Chief Executive Officer | Director, Chairman and Chief Executive Officer of MacAndrews & Forbes Incorporated |
| Barry F. Schwartz Executive Vice Chairman and Chief Administrative Officer | Director, Executive Vice Chairman and Chief Administrative Officer of MacAndrews & Forbes Incorporated |
| Steven M. Cohen Executive Vice President, Chief Administrative Officer and General Counsel | Executive Vice President, Chief Administrative Officer and General Counsel of MacAndrews & Forbes Incorporated |
| Paul G. Savas Executive Vice President and Chief Financial Officer | Executive Vice President and Chief Financial Officer of MacAndrews & Forbes Incorporated |

MacAndrews & Forbes Holdings Inc. is the sole member of MacAndrews & Forbes LLC.

Except as reported in "MacAndrews & Forbes Incorporated" above and in Item 5, none of the persons listed above beneficially owns any shares of Class A Common Stock or Class B Common Stock. The controlling persons' and officers' address is MacAndrews & Forbes Incorporated, 35 East 62nd Street, New York, New York 10065. All of the officers of MacAndrews & Forbes LLC are United States citizens.

MacAndrews & Forbes Group LLC

Controlling persons and officers of MacAndrews & Forbes Group LLC, a Delaware limited liability company:

| <u>Name and Position (if different from Principal Employment)</u> | <u>Principal Occupation or Employment</u> |
|---|--|
| Ronald O. Perelman Chairman and Chief Executive Officer | Director, Chairman and Chief Executive Officer of MacAndrews & Forbes Incorporated |
| Barry F. Schwartz Executive Vice Chairman and Chief Administrative Officer | Director, Executive Vice Chairman and Chief Administrative Officer of MacAndrews & Forbes Incorporated |
| Steven M. Cohen Executive Vice President, Chief Administrative Officer and General Counsel | Executive Vice President, Chief Administrative Officer and General Counsel of MacAndrews & Forbes Incorporated |
| Paul G. Savas Executive Vice President and Chief Financial Officer | Executive Vice President and Chief Financial Officer of MacAndrews & Forbes Incorporated |

MacAndrews & Forbes LLC is the sole member of MacAndrews & Forbes Group LLC.

Except as reported in "MacAndrews & Forbes Incorporated" above and in Item 5, none of the persons listed above beneficially owns any shares of Class A Common Stock or Class B Common Stock. The controlling persons' and officers' address is MacAndrews & Forbes Incorporated, 35 East 62nd Street, New York, New York 10065. All of the officers of MacAndrews & Forbes Group LLC are United States citizens.

M&F TTP Holdings LLC

Controlling persons and officers of M&F TTP Holdings LLC, a Delaware limited liability company:

| <u>Name and Position (if different from Principal Employment)</u> | <u>Principal Occupation or Employment</u> |
|--|--|
| Paul G. Savas Executive Vice President and Chief Financial Officer | Executive Vice President and Chief Financial Officer of MacAndrews & Forbes Incorporated |

MacAndrews & Forbes Incorporated is the managing member of M&F TTP Holdings LLC.

Except as reported in "MacAndrews & Forbes Incorporated" above and in Item 5, none of the persons listed above beneficially owns any shares of Class A Common Stock or Class B Common Stock. The controlling persons' and officers' address is MacAndrews & Forbes Incorporated, 35 East 62nd Street, New York, New York 10065. All of the officers of M&F TTP Holdings LLC are United States citizens.

JOINT FILING AGREEMENT

In accordance with Rule 13d-1(k) under the Securities Exchange Act of 1934, as amended, the persons named below agree to the joint filing on behalf of each of them of a statement on Schedule 13D and any amendments thereto relating to shares of the Class A common stock, par value \$0.01 per share (the "Class A Common Stock"), of vTv Therapeutics Inc., a company incorporated under the laws of Delaware. This Joint Filing Agreement shall be included as an Exhibit to such joint filing, and may be executed in any number of counterparts all of which together shall constitute one and the same instrument.

In evidence thereof, each of the undersigned, being duly authorized, hereby execute this Joint Filing Agreement.

Date: October 5, 2015

MacAndrews & Forbes Incorporated

By: /s/ Michael C. Borofsky

Name: Michael C. Borofsky

Title: Senior Vice President

MacAndrews & Forbes LLC

By: /s/ Michael C. Borofsky

Name: Michael C. Borofsky

Title: Senior Vice President

MacAndrews & Forbes Group LLC

By: /s/ Michael C. Borofsky

Name: Michael C. Borofsky

Title: Senior Vice President

M&F TTP Holdings LLC

By: /s/ Michael C. Borofsky

Name: Michael C. Borofsky

Title: Senior Vice President

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (this "Agreement"), dated as of October 1, 2015, by and among vTv Therapeutics Holdings LLC, a Delaware limited liability company ("Holdings"), vTvx Holdings I LLC (f/k/a TransTech Pharma, LLC), a Delaware limited liability company ("TTP"), and vTvx Holdings II LLC (f/k/a High Point Pharmaceuticals LLC), a Delaware limited liability company ("HPP") and together with TTP, collectively, the "Companies").

WITNESSETH:

WHEREAS, in connection with the initial public offering ("IPO") of the Class A Common Stock, par value \$0.01 per share, of vTv Therapeutics, Inc. ("Pubco"), contemplated by Pubco's Registration Statement on Form S-1, as amended (File No. 333-204951) (the "Registration Statement"), on July 29, 2015, Pubco, TTP, HPP, Holdings, vTv Therapeutics LLC, a Delaware limited liability company ("Opco") entered into a Reorganization Agreement (the "Reorg Agreement"), pursuant to which, among other things, TTP and HPP contributed substantially all of their assets, including all of their personnel and operations (the "Contributed Assets"), to Holdings, in return for membership interests of Holdings and immediately thereafter, Holdings contributed the Contributed Assets to Opco in exchange for Nonvoting Common Units of Opco, and Holdings was issued shares of Class B Common Stock of Pubco;

WHEREAS, as a result of the transactions contemplated by the Reorg Agreement, TTP and HPP are party to the Amended and Restated Limited Liability Company Agreement of Holdings, dated as of July 29, 2015 (the "LLC Agreement");

WHEREAS, on the date hereof, the requisite holders of the Series A Units, Series B Units, Series D Units, Series E Units and Series F Units of TTP (as each such term defined in the TTP LLC Agreement) have elected to convert such units into TTP Common Units by executing the written consent attached hereto as Exhibit A;

WHEREAS, on the date hereof, the requisite holders of the Series C Units of TTP (as such is term defined in the TTP LLC Agreement) have elected to convert such units into TTP Common Units by executing the written consent attached hereto as Exhibit B;

WHEREAS, on the date hereof, the requisite holders of the Series A Units and Series B Units of HPP (as each such term defined in the HPP LLC Agreement) have elected to convert such units into HPP Common Units by executing the written consent attached hereto as Exhibit C;

WHEREAS, the boards of directors of TTP and HPP have each deemed it advisable and in the best interests of the Companies that (i) TTP merge with and into Holdings under and pursuant to the provisions of the Delaware Limited Liability Company Act (the "DLLCA") with Holdings surviving and (ii) immediately thereafter, HPP merge with and into Holdings under and pursuant to the provisions of the DLLCA with Holdings surviving; and

WHEREAS, immediately following the execution and delivery of this Agreement, the written consent in the form attached hereto as Exhibit D, approving and adopting this Agreement (the "Written Consent") will be executed and delivered, which Written Consent, when executed and delivered, will be sufficient to constitute the requisite consent of the members of TTP and HPP, respectively.

NOW, THEREFORE, in consideration of the mutual agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1 Definitions. The terms defined in this Article I, whenever used herein, shall have the following meanings:

"Holdings Common Units" means the common membership interest units of Holdings.

"HPP Common Units" means the common membership interest units of HPP.

"HPP LLC Agreement" means the Third Amended and Restated Operating Agreement of HPP, as amended.

"Merger Consideration" means for each holder of TTP Common Units, HPP Common Units and/or Series G Units, either the (i) cash amount or (ii) number of Holdings Common Units, as applicable, to be paid to such holder, as set forth on Schedule A.

"Notice to Equityholders" means those certain letters to each of the equityholders of TTP and HPP delivered in connection with the Mergers in the form attached hereto as Exhibit E.

"Person" means any natural person, corporation, company, partnership, association, limited liability company, limited partnership, limited liability partnership, joint venture, business enterprise, trust or other legal entity.

"Series G Units" means the Series G Non-Convertible Preferred Units of TTP.

"TTP Common Units" means the common membership interest units of TTP.

“TTP LLC Agreement” means the Fourth Amended and Restated Operating Agreement of TPP, as amended.

ARTICLE II

THE MERGERS

Section 2.1 The Mergers.

(a) Upon the terms and subject to the conditions set forth in this Agreement, at Effective Time I (as defined below) TTP will be merged with and into Holdings in accordance with the provisions of Section 18-209 of the DLLCA (“Merger I”). Following Merger I, Holdings will continue as the surviving entity and the separate legal existence of TTP shall cease.

(b) Upon the terms and subject to the conditions set forth in this Agreement, at Effective Time II (as defined below) HPP will be merged with and into Holdings in accordance with the provisions of Section 18-209 of the DLLCA (“Merger II” and, together with Merger I, the “Mergers”). Following Merger II, Holdings will continue as the surviving entity and the separate legal existence of HPP shall cease.

Section 2.2 Effective Time.

(a) Merger I will be consummated on the Closing Date (as defined below) by the filing of a certificate of merger substantially in the form of Exhibit F-1 hereto (the “Certificate of Merger I”) with the Secretary of State of the State of Delaware in accordance with Section 18-209 of the DLLCA. The time Merger I becomes effective in accordance with Section 18-209(d) of the DLLCA is referred to in this Agreement as “Effective Time I.”

(b) Merger II will be consummated immediately following Merger I on the Closing Date by the filing of a certificate of merger substantially in the form of Exhibit F-2 hereto (the “Certificate of Merger II”) with the Secretary of State of the State of Delaware in accordance with Section 18-209 of the DLLCA. The time Merger II becomes effective in accordance with Section 18-209(d) of the DLLCA is referred to in this Agreement as “Effective Time II.”

Section 2.3 Effects of the Mergers.

(a) Merger I will have the effects set forth in Section 18-209(g) of the DLLCA. Without limiting the generality of the foregoing, as of Effective Time I, all properties, rights, privileges, powers and franchises of TTP will vest in Holdings, and all debts, liabilities and duties of TTP will become debts, liabilities and duties of Holdings.

(b) Merger II will have the effects set forth in Section 18-209(g) of the DLLCA. Without limiting the generality of the foregoing, as of Effective Time II, all properties, rights, privileges, powers and franchises of HPP will vest in Holdings, and all debts, liabilities and duties of HPP will become debts, liabilities and duties of Holdings.

Section 2.4 Organizational Documents.

(a) *Certificate of Formation.* The Certificate of Formation of Holdings as in effect immediately preceding Effective Time I shall remain unchanged as a result of the Mergers and shall continue as the Certificate of Formation of Holdings following the Mergers.

(b) *LLC Agreement.* The LLC Agreement as in effect immediately preceding Effective Time I shall remain unchanged as a result of the Mergers and shall continue as the Limited Liability Company Agreement of Holdings following the Mergers.

Section 2.5 Officers. The officers of Holdings immediately preceding Effective Time I, shall continue as the officers of Holdings as a result of the Mergers, and will hold office from until their respective successors are duly elected or appointed and qualified in the manner provided in the LLC Agreement or as otherwise provided by law.

Section 2.6 Equity Securities.

(a) Subject to Section 2.6(c), at Effective Time I, each of the following transactions shall be deemed to occur simultaneously: all of the (i) the Series G Units and (ii) TTP Common Units outstanding immediately prior to Effective Time I shall, by virtue of Merger I and without any action on the part of the holder thereof, be cancelled and converted into the right to receive the number of Holdings Common Units or amount of cash set forth opposite such holder's name on Schedule A, subject to the execution by such holder of the documents required to be executed by such holder as provided in the Notice to Stockholders.

(b) Subject to Section 2.6(c), at Effective Time II, the following transaction shall be deemed to occur: the HPP Common Units outstanding immediately prior to Effective Time II shall, by virtue of Merger II and without any action on the part of the holder thereof, be cancelled and converted into the right to receive the number of Holdings Common Units or amount of cash set forth opposite such holder's name on Schedule A, subject to the execution by such holder of the documents required to be executed by such holder as provided in the Notice to Stockholders.

(c) If the aggregate cash value of the Holdings Common Units to be paid to the holder of TTP Common Units and/or HPP Common Units is less than \$5,000, such holder's Merger Consideration shall be paid entirely in cash.

Section 2.7 TPP Representations. TPP hereby makes the following representations and warranties to Holdings:

(a) Formation; Due Authorization. TPP has delivered to Holdings a true and complete copy of the certificate of formation and the TPP LLC Agreement, each as in effect on the date hereof. TPP is a limited liability company duly formed, validly existing and in good standing under the laws of the State of Delaware. TPP has all requisite power and authority to execute and deliver this Agreement and to consummate the Mergers. All Series G Units and TPP Common Units have been duly authorized and validly issued, are fully paid and non-assessable and are not subject to any pre-emptive rights.

(b) No Conflicts. The execution of this Agreement and the consummation of the transactions contemplated hereby have been approved by all necessary limited liability company action on the part of TPP and do not violate any provisions of its certificate of formation, its operating agreement or any other agreements or instruments to which it is a party.

(c) Capitalization. As of the date hereof (and as of immediately prior to Effective Time I), (i) 27,009.50 Series G Units and 1,225,020,306 TPP Common Units are issued and outstanding and (ii) except as provided in the foregoing clause (i), no other limited liability company interests of TPP, or securities convertible or exchangeable into or exercisable for any limited liability company interests TPP are issued and outstanding.

(d) Brokers. No broker, finder, investment banker or other Person is entitled to any brokerage, finder's or other advisory fees, costs, expenses, commissions or similar payments in connection with the Mergers based upon any arrangements or contract made by or on behalf of TPP.

Section 2.8 HPP Representations. HPP hereby makes the following representations and warranties to Holdings:

(a) Formation; Due Authorization. HPP has delivered to Holdings a true and complete copy of the certificate of formation and the HPP LLC Agreement, each as in effect on the date hereof. HPP is a limited liability company duly formed, validly existing and in good standing under the laws of the State of Delaware. HPP has all requisite power and authority to execute and deliver this Agreement and to consummate the Mergers. All HPP Common Units have been duly authorized and validly issued, are fully paid and non-assessable and are not subject to any pre-emptive rights.

(b) No Conflicts. The execution of this Agreement and the consummation of the transactions contemplated hereby have been approved by all necessary limited liability company action on the part of HPP and do not violate any provisions of its certificate of formation, its operating agreement or any other agreements or instruments to which it is a party.

(c) Capitalization. As of the date hereof (and as of immediately prior to Effective Time II), (i) 649,720,286 HPP Common Units are issued and outstanding and (ii) except as provided in the foregoing clause (i), no other limited liability company interests of HPP, or securities convertible or exchangeable into or exercisable for any limited liability company interests HPP are issued and outstanding.

(d) Brokers. No broker, finder, investment banker or other Person is entitled to any brokerage, finder's or other advisory fees, costs, expenses, commissions or similar payments in connection with the Mergers based upon any arrangements or contract made by or on behalf of HPP.

Section 2.9 Holdings Representations. Holdings hereby makes the following representations and warranties to each of TTP and HPP:

(a) Formation; Due Authorization. Holdings has delivered to each of TTP and HPP a true and complete copy of the certificate of formation and the LLC Agreement, each as in effect on the date hereof. Holdings is a limited liability company duly formed, validly existing and in good standing under the laws of the State of Delaware. Holdings has all requisite power and authority to execute and deliver this Agreement and to consummate the Mergers. The Holdings Common Units to be issued in connection with the Mergers will be duly authorized by all necessary limited liability company action on the part of Holdings and, when issued, will be validly issued, fully paid and non-assessable and not subject to any pre-emptive rights.

(b) No Conflicts. The execution of this Agreement and the consummation of the transactions contemplated hereby have been approved by all necessary limited liability company action on the part of Holdings and do not violate any provisions of its certificate of formation, its operating agreement or any other agreements or instruments to which it is a party.

(c) Capitalization. As of the date hereof (and as of immediately prior to Effective Time I), (i) 23,655,814 Holdings Common Units are issued and outstanding and (ii) except as provided in the foregoing clause (i), no other limited liability company interests of TTP, or securities convertible or exchangeable into or exercisable for any limited liability company interests TTP are issued and outstanding.

(d) Brokers. No broker, finder, investment banker or other Person is entitled to any brokerage, finder's or other advisory fees, costs, expenses, commissions or similar payments in connection with the Mergers based upon any arrangements or contract made by or on behalf of Holdings.

Section 2.10 Tax Treatment of the Mergers. For U.S. federal income tax purposes, the Mergers shall be treated as follows:

(a) Merger I. Merger I shall be treated as an "assets-over" merger of TTP with and into Holdings within the meaning of Treasury Regulation Section 1.708-1(c)(3)(i) with Holdings as the continuing partnership within the meaning of Section 708 of the Internal Revenue Code of 1986, as amended (the "Code") and Treasury Regulation Section 1.708-1(c) and TTP terminated as of Effective Time I.

(b) Merger II. Merger II shall be treated as an “assets-over” merger of HPP with and into Holdings within the meaning of Treasury Regulation Section 1.708-1(c)(3)(i) with Holdings as the continuing partnership within the meaning of Section 708 of the Code and Treasury Regulation Section 1.708-1(c) and HPP terminated as of Effective Time II.

ARTICLE III

THE CLOSING

Section 3.1 The Closing. The consummation of the Mergers (the “Closing”) will take place at the offices of Paul, Weiss, Rifkind, Wharton & Garrison LLP, 1285 Avenue of the Americas, New York, New York 10019 on the date hereof (the “Closing Date”).

Section 3.2 Closing Date Events. At the Closing, Holdings shall cause Certificate of Merger I and Certificate of Merger II to be filed as provided in Section 2.2.

ARTICLE IV

MISCELLANEOUS

Section 4.1 Termination. Notwithstanding anything herein to the contrary, this Agreement and the Mergers may be terminated or abandoned by written agreement of each of TTP, HPP and Holdings at any time prior to Effective Time I and there shall be no further liability on the part of any of the parties hereto.

Section 4.2 Further Assurances. If at any time Holdings shall consider or be advised that any further assignment or assurances in law are necessary or desirable to vest in Holdings the title to any property or rights of either TTP or HPP, TTP or HPP (as applicable) shall grant to Holdings a limited power of attorney to execute and make all such proper assignments and assurances in law and to do all things reasonably necessary and proper to thus vest such property or rights in Holdings, and otherwise to carry out the purposes of this Agreement.

Section 4.3 Binding Agreement. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. No provision of this Agreement is intended to confer any rights, benefits, remedies, obligations or liabilities hereunder upon any person other than the parties hereto and their respective successors and assigns.

Section 4.4 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the conflicts of law rules of such State that would result in the application of the laws of any other State.

Section 4.5 Jurisdiction. The parties hereto agree that any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby (whether brought by any party or any of its Affiliates or against any party or any of its Affiliates) shall be brought in the Delaware Chancery Court or, if such court shall not have jurisdiction, any federal court located in the State of Delaware or other Delaware state court, and each of the parties hereby irrevocably 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 that 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 brought in any such court has been brought in an inconvenient forum. Process in any such suit, action or proceeding may be served on any party anywhere in the world, whether within or without the jurisdiction of any such court.

Section 4.6 WAIVER OF JURY TRIAL. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 4.7 Counterparts; Facsimile Signatures. This Agreement may be executed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement may be executed by facsimile or electronic mail signature(s). Until and unless each party has received a counterpart hereof signed by the other party hereto, this Agreement shall have no effect and no party shall have any right or obligation hereunder (whether by virtue of any other oral or written agreement or other communication).

Section 4.8 Entire Agreement. This Agreement and the Reorganization Documents (as defined in the Reorganization Agreement) constitute the entire agreement between the parties with respect to the subject matter of this Agreement and supersede all prior agreements and understandings, both oral and written, between the parties with respect to the subject matter of this Agreement. Nothing in this Agreement shall create any third-party beneficiary rights in favor of any person or other party hereto.

Section 4.9 Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other governmental authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such a determination, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the fullest extent possible.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first written above.

VTV THERAPEUTICS HOLDINGS LLC

By: /s/ Stephen L. Holcombe
Name: Stephen L. Holcombe
Title: President & Chief Executive Officer

VTVX HOLDINGS I LLC

By: /s/ Stephen L. Holcombe
Name: Stephen L. Holcombe
Title: President & Chief Executive Officer

VTVX HOLDINGS II LLC

By: /s/ Stephen L. Holcombe
Name: Stephen L. Holcombe

[Signature Page to Merger Agreement]

PLAN OF LIQUIDATION AND DISSOLUTION

OF

VTV THERAPEUTICS HOLDINGS LLC

This Plan of Liquidation and Dissolution, dated as of October 5, 2015 (this "Plan"), of vTv Therapeutics Holdings LLC (the "Company") shall be effective upon its adoption by, the sole member of the board of managers of the Company (the "Board"):

1. The Company will preserve and realize (through sales and otherwise) the values of its properties and will proceed toward the winding up of its affairs and the distribution of its assets in accordance with this Plan.

2. All known or ascertainable debts, liabilities and obligations of the Company (the "Liabilities") shall be paid or provided for before any distribution of assets of the Company.

3. The Company shall distribute to each member of the Company (i) shares of Class B Common Stock, par value \$0.01, of vTv Therapeutics Inc. and (ii) non-voting membership units of vTv Therapeutics LLC ("Opco") in complete liquidation of the Company based on the percentage allocations set forth on Exhibit B attached hereto, subject to the Company's receipt of the documents required to be executed by such member as described in the letter sent to each member of the Company.

4. It is intended that the liquidation of the Company shall be treated as a termination of the Company as a partnership for U.S. federal income purposes within the meaning of Section 708(b)(1)(A) of the Internal Revenue Code of 1986, as amended, and Treasury Regulation § 1.708-1(b)(1), effective as of the date that the Certificate of Cancellation is filed with the Secretary of State of the State of Delaware.

5. The Company shall perform all such acts as it may consider necessary or appropriate to carry out the provisions of this Plan and to accomplish the dissolution and liquidation of the Company, including, without limitation, the execution and filing with the Secretary of State of the State of Delaware of all such certificates and other documents as are required by the applicable provisions of the Delaware Limited Liability Company Act.

IN WITNESS WHEREOF, the undersigned has executed this Plan as of the date first written above.

SOLE MANAGER:

/s/ Paul G. Savas

Name: Paul G. Savas

Title: Manager

[Signature Page to Plan of Dissolution]