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

FORM 8-K

CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(D)
OF THE SECURITIES EXCHANGE ACT OF 1934

Date of Report (date of earliest event reported): July 22, 2022

vTv Therapeutics Inc.
(Exact name of registrant as specified in its charter)

Delaware	**001-37524**	**47-3916571**
(State or other jurisdiction of incorporation)	**(Commission File No.)**	**(IRS Employer Identification No.)**

3980 Premier Drive, Suite 310 **High Point, NC**	**27265**
(Address of principal executive offices)	**(Zip Code)**

(336) 841-0300
(Registrant's telephone number, including area code)

NOT APPLICABLE
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (*see* General Instruction A.2. below):

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Class A common stock, par value $0.01 per share	**VTVT**	**NASDAQ Capital Market**

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§ 230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§ 240.12b-2 of this chapter).

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Item 1.01 Entry into a Material Definitive Agreement

On July 22, 2022, vTv Therapeutics Inc. (the "Company"), CinPax, LLC, an Ohio limited liability company ("CinPax"), and CinRx Pharma, LLC, an Ohio limited liability company ("CinRx"), entered into a Common Stock and Warrant Purchase Agreement (the "Purchase Agreement"), pursuant to which the Company agreed to sell (a) to CinPax, 4,154,549 shares of the Company's Class A common stock, par value $0.01 per share (the "Common Stock" and such shares, the "Closing Shares") at a price per share of approximately $2.41, and (b) to CinRx, warrants to purchase up to 1,200,000 shares of Common Stock at an initial exercise price of approximately $0.72 per share (the "Warrants"). The Closing Shares and the Warrants were purchased for an aggregate purchase price of $10,000,000 the ("Purchase Price"), which was paid (i) $6,000,000 in cash at the closing of the transaction and (ii) $4,000,000 in the form of a promissory note of CinPax which matures at the four-month anniversary of the execution of the Purchase Agreement (the "Closing Note").

The Warrants will become exercisable by CinRx only if (i) the Company receives approval from the U.S. Food and Drug Administration ("FDA Approval") to market and distribute the pharmaceutical product containing the Company's proprietary candidate, TTP399 (the "Product"), or (ii) the Company is acquired by a third party, sells all or substantially all of its assets related to the Product to a third party or grants a third party an exclusive license to develop, commercialize and manufacture the Product in the United States, in each case within five years of the date of the issuance of the Warrants. The exercise price of the Warrants and the number of shares issuable upon exercise of the Warrants are subject to adjustments in accordance with the terms of the Warrants.

The Purchase Agreement provides for the right of CinPax to nominate a director to the Company's board of directors for so long as CinPax holds a number of shares of Common Stock not less than the Closing Shares. The Purchase Agreement contains customary representations, warranties and agreements of the Company and CinPax for an agreement of this type.

CinRx and its affiliates have agreed to certain transfer restrictions (including restrictions on short sales or similar transactions) and restrictions on further acquisitions of Company shares, in each case subject to specified exceptions. Following the expiration of a lock up period, the Company has granted to CinPax and CinRx certain shelf and piggyback registration rights with respect to the shares of Common Stock issued to CinPax (with respect to the Closing Shares) and CinRx (with respect to shares issuable upon exercise of the Warrants) pursuant to the Purchase Agreement, including the ability to conduct an underwritten offering to resell such shares under certain circumstances. The registration rights include customary cooperation, cut-back, expense reimbursement and indemnification provisions.

The Company expects to use the proceeds from the Purchase Agreement toward the funding of a Phase 3 clinical trial for a pharmaceutical product containing the Company's proprietary candidate, TTP399, and for general corporate purposes and working capital.

The foregoing description of the Purchase Agreement and the Warrants does not purport to be complete and is qualified in its entirety by reference to the full text of the Purchase Agreement and the Warrants, copies of which are filed as Exhibit 10.1 and Exhibit 4.1, respectively, to this Current Report on Form 8-K and are incorporated herein by reference.

The Purchase Agreement contains representations, warranties, and covenants that the parties made to each other as of the date of the Purchase Agreement or other specific dates. The assertions embodied in those representations, warranties and covenants were made for purposes of the contract among the parties and are subject to important qualifications and limitations agreed to by the parties in connection with negotiating the Purchase Agreement. The Purchase Agreement has been attached to provide investors with information regarding its terms and is not intended to provide any other factual information about the Company, CinPax, CinRx or any other person or entity. In particular, the representations, warranties, covenants and agreements contained in the Purchase Agreement, which were made only for purposes of the Purchase Agreement, and as of specific dates, were solely for the benefit of the parties to the Purchase Agreement, may be subject to limitations agreed upon by the contracting parties (including being qualified by confidential disclosures made for the purposes of allocating contractual risk between the parties to the Purchase Agreement, instead of establishing these matters as facts) and may be subject to standards of materiality applicable to the contracting parties that differ from those applicable to investors and reports and documents filed with the SEC. Investors should not rely on the representations, warranties, covenants and agreements, or any descriptions thereof, as characterizations of the actual state of facts or condition of any party to the Purchase Agreement. In

addition, the representations, warranties, covenants and agreements and other terms of the Purchase Agreement may be subject to subsequent waiver or modification. Moreover, information concerning the subject matter of the representations and warranties and other terms may change after the date of the Purchase Agreement, which subsequent information may or may not be fully reflected in the Company's public disclosures.

Item 3.02 Unregistered Sales of Equity Securities

The information contained in Item 1.01 is incorporated by reference into Item 3.02.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits

Exhibit No.	Description
4.1	Warrant to Purchase Shares of Common Stock
10.1	Common Stock and Warrant Purchase Agreement, dated as of July 22, 2022, by and among vTv Therapeutics Inc., CinPax, LLC and CinRx Pharma, LLC
99.1	Press release dated July 25, 2022
104	Cover Page Interactive Data File (embedded within Inline XBRL document)

Forward-Looking Statements

This Current Report on Form 8-K contains forward-looking statements based upon the Company's current expectations, including statements regarding the potential grant of the FDA Approval. These forward-looking statements can be identified by the use of forward-looking terminology, including the terms "anticipate," "believe," "could," "estimate," "expect," "intend," "may," "plan," "potential," "predict," "project," "should," "target," "will," "would" and, in each case, their negative or other various or comparable terminology. All statements other than statements of historical facts contained in this report, including statements regarding, without limitation, the Purchase Agreement and the transactions contemplated thereby are forward-looking statements. These statements involve known and unknown risks, uncertainties and other important factors, including the risk that the FDA Approval is not received on a timely basis or at all, that may cause the Company's actual results, performance or achievements to be materially different from any future results, performance or achievements expressed or implied by the forward-looking statements. Important factors that could cause the Company's results to vary from expectations include those described under the heading "Risk Factors" in the Company's Annual Report on Form 10-K and our other filings with the SEC. These forward-looking statements reflect the Company's views with respect to future events as of the date of this release and are based on assumptions and subject to risks and uncertainties. Given these uncertainties, you should not place undue reliance on these forward-looking statements. These forward-looking statements represent the Company's estimates and assumptions only as of the date of this release and, except as required by law, the Company undertakes no obligation to update or review publicly any forward-looking statements, whether as a result of new information, future events or otherwise after the date of this release. The Company anticipates that subsequent events and developments will cause the Company's views to change. The Company's forward-looking statements do not reflect the potential impact of any future acquisitions, merger, dispositions, joint ventures or investments the Company may undertake. The Company qualifies all of its forward-looking statements by these cautionary statements.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, hereunto duly authorized.

VTV THERAPEUTICS INC.

By: /s/ Richard S. Nelson
Name: Richard S. Nelson
Title: Interim Chief Executive Officer

Dated: July 25, 2022

WARRANT

THE SECURITIES EVIDENCED BY THIS INSTRUMENT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION. THE SECURITIES MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED EXCEPT PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OR PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT, IN EACH CASE IN ACCORDANCE WITH ALL APPLICABLE SECURITIES LAWS OF THE STATES AND OTHER JURISDICTIONS, AND IN THE CASE OF A TRANSACTION EXEMPT FROM REGISTRATION, UNLESS SUCH TRANSACTION DOES NOT REQUIRE REGISTRATION UNDER THE SECURITIES ACT AND SUCH OTHER APPLICABLE LAWS. THE TRANSFER OF THE SECURITIES EVIDENCED BY THIS INSTRUMENT IS SUBJECT TO CERTAIN RESTRICTIONS SET FORTH HEREIN AND IN A COMMON STOCK PURCHASE AGREEMENT BETWEEN THE COMPANY AND THE HOLDER. THE COMPANY AND ITS TRANSFER AGENT WILL NOT BE OBLIGATED TO RECOGNIZE OR GIVE EFFECT TO ANY TRANSFER MADE IN VIOLATION OF SUCH RESTRICTIONS.

WARRANT
TO PURCHASE
SHARES OF COMMON STOCK
OF
VTV THERAPEUTICS INC.

No. W-1 July 22, 2022

FOR VALUE RECEIVED, the undersigned, vTv Therapeutics Inc., a Delaware corporation (together with its successors and assigns, the "Company"), hereby certifies that

CINRX PHARMA, LLC

or its permitted assign is entitled, upon the terms and subject to the limitations on exercise and the conditions hereinafter set forth, to subscribe for and purchase from the Company at the Warrant Exercise Price per share, the Warrant Share Number of duly authorized, validly issued, fully paid and non-assessable shares of Common Stock. This Warrant is issued pursuant to that certain Common Stock and Warrant Purchase Agreement, dated as of July 22, 2022, by and among the Company, CinPax, LLC, an Ohio limited liability company and CinRx Pharma, LLC, an Ohio limited liability company (the "Purchase Agreement"). Capitalized terms used in this Warrant and not otherwise defined herein shall have the respective meanings specified in Section 6 hereof.

1. Exercise Term. The right to subscribe for and purchase Warrant Shares represented hereby, subject to the conditions set forth herein, shall commence on the earlier of an Exit Event or FDA Approval and expire ninety (90) days after such Exit Event or FDA Approval, as applicable (such period being the "Exercise Term"); provided that if CinPax, LLC has not paid or caused to be paid all of the unpaid principal amount of the Closing Note (as defined herein), together with all accrued and unpaid interest thereon (if any) pursuant to the terms of the Closing Note, the Holder will forfeit the right to subscribe for and purchase a percentage of the Warrant Shares represented hereby equal to the quotient (expressed as a percentage) of (i) the portion, expressed as a dollar amount, of the principal amount of the Closing Note that was not paid when due pursuant to the terms of the Closing Note *divided by* (ii) ten million dollars ($10,000,000) (the "Forfeiture"). In the event that the Company does not receive FDA Approval prior to the fifth (5^{th}) anniversary of the date hereof, this Warrant shall be null and void in all respects. For the avoidance of doubt, the Forfeiture is not intended to serve as liquidated damages for an Event of Default (as such term is defined in the Closing Note) under the Closing Note and shall not in any way limit the Company's claim for damages resulting from an Event of Default under the Closing Note or the Company's ability to pursue any remedy under the Closing Note or exercise any other rights pursuant to applicable law.

2. Method of Exercise; Payment; Issuance of New Warrant; Transfer and Exchange.

(a) Time and Manner of Exercise. The purchase rights represented by this Warrant may be exercised, upon the terms and subject to the conditions hereinafter set forth, in whole or in part at any time and from time to time during the Exercise Term by (i) the delivery of the Exercise Form in the form annexed hereto (the "Exercise Form") duly completed and executed on behalf of the Holder and (ii) payment of the Warrant Exercise Price for the Warrant Shares thereby purchased by, at the election of the Holder, either (A) tendering in cash, either by certified or cashier's check payable to the order of the Company or by wire transfer of immediately available funds to an account designated by the Company, at the election of the Holder, or (B) by means of cashless exercise (as specified in Sections 2(b) below), or (C) some combination of the foregoing; provided, that, notwithstanding anything to the contrary set forth herein, any exercise of this Warrant shall be subject to and conditioned upon the making and receipt of all filings, notifications, expirations of waiting periods, waivers and approvals under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the rules and regulations promulgated thereunder (the "HSR Act") or any foreign or other antitrust or competition laws, requirements or regulations (together with the HSR Act, the "Competition Laws") necessary in connection with the issuance of the applicable Warrant Shares upon exercise of this Warrant in accordance with the terms and conditions set forth herein.

(b) Net Issue Exercise. The Holder may, in its sole discretion and in lieu of payment of the Warrant Exercise Price, elect to exercise all or any part of this Warrant on one or more occasions, at any time prior to the expiration of the Exercise Term, to receive Warrant Shares issuable in accordance with this Warrant (or the portion thereof being exercised) in a "cashless" or "net-issue" exercise by surrender of this Warrant at the principal office of the Company together with the Exercise Form selecting a cashless exercise, in which event the Company shall issue to the Holder a number of Warrant Shares computed using the following formula:

$$X = \frac{Y(A-B)}{A}$$

Where: X = the number of the Warrant Shares to be issued to the Holder.
Y = the number of the Warrant Shares with respect to which this Warrant is exercised.
A = the fair market value of one share of Common Stock on the date of determination.
B = the Warrant Exercise Price (as adjusted to the date of such calculation).

For purposes of this Section 2(b), the fair market value of one share of Common Stock on the date of determination shall mean:

(i) if the Common Stock is publicly traded, the per share fair market value of the Common Stock shall be the closing price of the Common Stock as quoted on The Nasdaq Capital Market, or the principal exchange or market on which the Common Stock is listed, on the last trading day ending prior to the date of determination (or if no closing per-share sale price is reported, the average of the last bid and ask prices or, if more than one in either case, the average of the average last bid and the average last ask prices); and

(ii) if the Common Stock is not so publicly traded, the per share fair market value of the Common Stock shall be such fair market value (x) as determined in good faith by the Board of Directors of the Company (or a duly authorized committee thereof) and set forth in certified resolutions, which shall include a reasonably detailed description of the methodology and calculation used to determine such fair market value and shall be delivered to the Holder within five (5) Business Days after the Holder delivers this Warrant and the Exercise Form (the "Board Determination") and (y) if the Holder delivers a written notice of objection to the Board Determination (a "Valuation Objection") within three (3) Business Days after receipt of the Board Determination (the "Objection Deadline"), unless otherwise agreed by the Holder and the Board of Directors of the Company, as determined by a nationally recognized investment banking firm selected by the Company in good faith in consultation with the Holder and set forth in a valuation opinion delivered to the Holder within five (5) Business Days after the Holder delivers such notice of objection (the "Banker Valuation Opinion").

The date of determination for purposes of this Section 2(b) shall be the date the Exercise Form is validly delivered by the Holder to the Company.

(c) [Reserved]

(d) Issuance of Warrant Shares and New Warrant.

In the event of any exercise of the rights represented by this Warrant in accordance with and subject to the terms and conditions hereof, the Warrant Shares so purchased shall be delivered by the Company within three (3) Business Days after the date on which this Warrant has been duly exercised in accordance with the terms of this Warrant (including payment of the Warrant Exercise Price). Such delivery shall be made in each case via (A) book-entry transfer crediting the account of the Holder through the Company's transfer agent and registrar for the Common Stock (which as at the issuance of this Warrant is American Stock Transfer & Trust Company, LLC) or (B) if

requested by the Holder, in the form of certificates in the name of the Holder. Unless this Warrant has expired, a new Warrant representing the number of Warrant Shares, if any, with respect to which this Warrant shall not then have been exercised shall also be issued to the Holder at the same time as delivery of the applicable Warrant Shares. Partial exercises of this Warrant shall have the effect of lowering the Warrant Share Number by the number of Warrant Shares with respect to which this Warrant has been exercised, and the Warrant Share Number shall be reduced accordingly. The Holder and the Company shall maintain records showing the number of Warrant Shares with respect to which this Warrant has been exercised and the date of each such exercise. Each Person in whose name any shares of Common Stock is issued shall for all purposes be deemed to have become the holder of record of such shares of Common Stock on the date on which the Warrant and Exercise Form (including payment of the Warrant Exercise Price) was delivered to the Company (or, if such date is not a Business Day, on the open of business on the first Business Day thereafter).

Notwithstanding anything in this Warrant to the contrary, the Holder hereby acknowledges and agrees that its exercise of this Warrant for Warrant Shares is subject to the condition that the Holder will have first received, to the extent applicable and required to permit the Holder to exercise this Warrant for shares of Common Stock and to own such Common Stock, the receipt of any necessary approvals and authorizations of, filings and registrations with, notifications to, or expiration or termination of any applicable waiting period under Laws, including Competition Laws.

(e) Compliance with Securities Laws.

(i) The Holder, by acceptance hereof, acknowledges that this Warrant and the Warrant Shares to be issued upon exercise hereof have not been registered under the Securities Act or under any U.S. state security Laws and are being acquired pursuant to an exemption from registration under the Securities Act solely for the Holder's own account, and not as a nominee for any other party, and for investment with no present intention to distribute the Warrants (or any Warrant Shares issuable upon exercise) to any person in violation of the Securities Act or any applicable U.S. state securities Laws, and that the Holder will not offer, sell or otherwise dispose of this Warrant or any Warrant Shares to be issued upon exercise hereof except pursuant to an effective registration statement, or an exemption from registration, under the Securities Act and any applicable state securities Laws.

(ii) Except as provided in paragraph (iii) below, this Warrant and all Warrant Shares issued upon exercise hereof shall be stamped or imprinted with a legend in substantially the following form (which, in the case of Warrant Shares, shall be in the form of an appropriate book entry notation):

THE SECURITIES EVIDENCED BY THIS INSTRUMENT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION. THE SECURITIES MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED EXCEPT PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OR PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT, IN EACH CASE IN ACCORDANCE WITH ALL APPLICABLE SECURITIES LAWS OF THE STATES AND OTHER JURISDICTIONS, AND IN THE CASE OF A TRANSACTION EXEMPT FROM REGISTRATION, UNLESS SUCH TRANSACTION DOES NOT REQUIRE REGISTRATION UNDER THE SECURITIES ACT AND SUCH OTHER APPLICABLE LAWS. THE TRANSFER OF THE SECURITIES EVIDENCED BY THIS INSTRUMENT IS SUBJECT TO CERTAIN RESTRICTIONS SET FORTH IN A WARRANT ISSUED TO THE HOLDER AND IN A COMMON STOCK PURCHASE AGREEMENT BETWEEN THE COMPANY AND THE HOLDER. THE COMPANY AND ITS TRANSFER AGENT WILL NOT BE OBLIGATED TO RECOGNIZE OR GIVE EFFECT TO ANY TRANSFER MADE IN VIOLATION OF SUCH RESTRICTIONS. A COPY OF SUCH RESTRICTIONS MAY BE OBTAINED FROM THE COMPANY UPON WRITTEN REQUEST.

(iii) Upon request of the Holder and, if requested by the Company, receipt by the Company of an opinion of counsel reasonably satisfactory to the Company to the effect that such legend is no longer required under the Securities Act and applicable state securities Laws, the Company shall promptly cause the legend to be removed from any certificate or other instrument for this Warrant or Warrant Shares to be transferred.

(f) No Fractional Shares or Scrip. No fractional shares or scrip representing fractional Warrant Shares shall be issued upon the exercise of this Warrant. In lieu of any fractional Warrant Share to which the Holder would otherwise be entitled, the Company shall make a cash payment equal to the fair market value of one Warrant Share on the last trading day ending prior to the payment date multiplied by such fraction; provided that, if the making of a cash payment in lieu of the issuance of a fractional share is prohibited by Law or contract, the number of shares issued by the Company upon exercise of this Warrant shall be rounded to the nearest whole share.

(g) Replacement of Warrant. On receipt of evidence reasonably satisfactory to the Company of the loss, theft, destruction or mutilation of this Warrant and, in the case of loss, theft or destruction, on delivery of an indemnity agreement reasonably satisfactory in form and substance to the Company or, in the case of mutilation, on surrender and cancellation of this Warrant, the Company shall execute and deliver, in lieu of this Warrant, a new warrant of like tenor and amount.

(h) No Rights of Stockholders. The Holder shall not be entitled to vote or receive dividends or be deemed the holder of Common Stock or any other securities of the Company that may at any time be issuable on the exercise hereof for any purpose as a result of being a holder of this Warrant, nor shall anything contained herein be construed to confer upon the Holder, as the holder of this Warrant, any of the rights of a stockholder of the Company or any

right to vote for the election of directors or upon any matter submitted to stockholders at any meeting thereof, or to give or withhold consent to any corporate action (whether upon any recapitalization, issuance of stock, reclassification of stock, change of par value, or change of stock to no par value, consolidation, merger, conveyance, or otherwise) or to receive notice of meetings, or to receive dividends, other distributions or subscription rights or otherwise.

(i) Transfer.

(i) Prior to the expiration of the Lock-Up Period, this Warrant may not be sold, assigned, disposed of, pledged, hypothecated, encumbered or otherwise transferred (collectively, a "Transfer"), directly or indirectly, in whole or in part, to any Person other than (A) one or more of the Holder's Affiliates or (B) after receipt of the Company's prior written consent.

(ii) Subject to compliance with this Section 2(i)(ii), this Warrant and all rights hereunder shall be transferable upon the books of the Company, and a new warrant shall be made and delivered by the Company, of the same tenor and date as this Warrant but registered in the name of one or more transferees, upon surrender of this Warrant and delivery of a duly executed Assignment Form in the form set forth as annex hereto (the "Assignment Form"), duly endorsed, to the office or agency of the Company described in Section 10 hereof. Upon such Transfer, a new Warrant representing an equal aggregate number of Warrants shall be issued and the old Warrant shall be cancelled by the Company

(iii) Any Transfer of the Warrants and Warrant Shares must be in compliance with the Securities Act and applicable state securities Laws and, if requested by the Company, receipt by the Company of an opinion of counsel, reasonably satisfactory to the Company that such Transfer is in compliance with the Securities Act and applicable state securities Laws. Following any Transfer, any such Warrants subject to a Transfer shall at all times remain subject to the terms and restrictions set forth in this Warrant. The Company shall not be required to effect any registration of Transfer or exchange of a Warrant which shall result in the issuance of a warrant certificate for a fraction of a Warrant. The terms contained in this Section 2(i) are in addition to, and not in limitation of, any restrictions on Transfer of the Warrants set forth in the Purchase Agreement.

3. Certain Representations and Agreements.

(a) The Company represents and warrants that this Warrant is, and any Warrant issued in substitution for or replacement of this Warrant shall be, upon issuance, duly authorized and validly issued.

(b) The Company further represents, covenants and agrees that all Warrant Shares issuable upon the exercise of this Warrant pursuant to the terms hereof shall be, upon issuance, and the Company shall take all such actions as may be necessary or appropriate in order that such Warrant Shares are, validly issued, fully paid and non-assessable, issued without violation of any preemptive or similar rights of any stockholder of the Company, and free from all liens and charges (other than liens or charges created by the Holder, except as otherwise provided herein, or Transfer Taxes that are not the obligation of the Company pursuant to Section 5(b)).

(c) The Company further covenants and agrees that during the Exercise Term, the Company will at all times have authorized and reserved (as unissued or held in treasury) a sufficient number of shares of Common Stock to provide for the exercise in full of this Warrant. The Company will procure, subject to issuance or notice of issuance, the listing of any Warrant Shares issuable upon exercise of this Warrant on the principal stock exchange on which shares of Common Stock are then listed or traded.

(d) The Company covenants and agrees that the Company shall take all such reasonable actions as may be necessary to ensure that all Warrant Shares are issued without violation by the Company of any applicable Law or governmental regulation or any requirements of any securities exchange upon which shares of the Company's capital stock may be listed at the time of such exercise, except to the extent that any such violation would not materially or adversely affect the ability of the Holder to exercise its rights hereunder or the Company to perform its obligations hereby.

(e) The Holder expressly warrants that it (i) is an "accredited investor" (as that term is defined by Rule 501 under the Securities Act), (ii) has such knowledge and experience in financial and business matters and in investments of this type that it is capable of evaluating the merits and risks and of making an informed investment decision, and has conducted a review of the business and affairs of the Company that it considers sufficient and reasonable, (iii) is able to bear the economic risk and at the present time is able to afford a complete loss of such investment, and (iv) understands that the Warrant may not ever be exercisable.

(f) The Company further covenants and agrees that it shall not amend or modify any provision of the Certificate of Incorporation or bylaws of the Company in any manner that would materially and adversely affect the powers, preferences or relative participating, optional or other special rights of the Common Stock in a manner which would disproportionately and adversely affect the rights of the Holder.

4. Adjustments and Other Rights. The Warrant Exercise Price, Warrant Share Number and Warrant Shares issuable upon exercise of this Warrant shall be subject to adjustment from time to time as follows (including, for the avoidance of doubt, as a result of any events listed in Section 4(a) through (c) below that occur while this Warrant is outstanding); provided, that no single event shall cause an adjustment under more than one subsection of this Section 4 so as to result in duplication.

(a) Stock Splits, Subdivisions, Reclassifications or Combinations. If the Company shall (i) pay or make a dividend or make a distribution on its Common Stock payable in shares of Common Stock (which, for the avoidance of doubt, shall not include any shares of Common Stock issued by the Company upon exercise of this Warrant), (ii) split, subdivide or reclassify the outstanding shares of Common Stock into a greater number of shares or (iii) combine or reclassify the outstanding shares of Common Stock into a smaller number of shares, the Warrant Share Number at the time of the record date for such dividend or distribution or the effective date of such split, subdivision, combination or reclassification shall be proportionately adjusted so that the Holder immediately after such record date or effective date, as the case may be, upon exercise of the Warrant, shall be entitled to purchase the number of shares of Common Stock which such Holder would have owned or been entitled to receive in respect of the Warrant Shares after such

date had this Warrant been exercised in full immediately prior to such record date or effective date, as the case may be. In the event of such adjustment, the Warrant Exercise Price in effect at the time of record date for such dividend or distribution or the effective date of such split, subdivision, combination or reclassification shall be adjusted to the number obtained by dividing (x) the product of (1) the Warrant Share Number immediately before the adjustment determined pursuant to the immediately preceding sentence and (2) the Warrant Exercise Price in effect immediately prior to the record or effective date, as the case may be, for the dividend, distribution, split, subdivision, combination or reclassification giving rise to such adjustment by (y) the new Warrant Share Number determined pursuant to the immediately preceding sentence.

(b) Distributions.

(i) If the Company shall fix a record date for the making of a dividend or other distribution (by spin-off or otherwise) to all holders of shares of Common Stock (other than in cash) in other securities of the Company (including rights), evidences of indebtedness of the Company or any other Person or any other property (including securities or evidences of indebtedness of a subsidiary), or any combination thereof, excluding (i) dividends or distributions subject to adjustment pursuant to Section 4(a), and (ii) dividends or distributions of rights in connection with the adoption of a stockholder rights plan in customary form (including with respect to the receipt of such rights in respect of shares of Common Stock (including Warrant Shares) issued subsequent to the initial dividend or distribution of such rights), then in each such case, the Warrant Share Number in effect immediately prior to such record date shall be increased by multiplying such Warrant Share Number by a fraction, the numerator of which is the Market Price per share of Common Stock on such record date and the denominator of which is the Market Price per share of Common Stock on such record date less the Distribution Fair Market Value of the securities and/or any other property, as applicable, to be so paid or distributed in such dividend or distribution in respect of one share of Common Stock (in each case as of the record date of such dividend or distribution); such adjustment shall be effective as of the record date for such dividend or distribution. In the event of such adjustment, the Warrant Exercise Price shall be decreased by multiplying such Warrant Exercise Price by a fraction, the numerator of which is the Warrant Share Number immediately prior to such adjustment, and the denominator of which is the new Warrant Share Number determined in accordance with the immediately preceding sentence. Notwithstanding the foregoing, in the event that the Distribution Fair Market Value of the securities and/or any other property, as applicable, to be so paid or distributed in such dividend or distribution in respect of one share of Common Stock (in each case as of the record date of such dividend or distribution) is equal to or greater than the Market Price per share of Common Stock on such record date, then proper provision shall be made such that upon exercise of this Warrant, the Holder shall receive, in addition to the applicable Warrant Shares, the amount and kind of such securities and/or any other property such Holder would have received had such Holder exercised this Warrant immediately prior to such record date.

(ii) For purposes of the foregoing subsection (i), to the extent that such dividend or distribution in question is ultimately not so made or not made in full, the Warrant Exercise Price and the number of Warrant Shares issuable upon exercise of this Warrant then in effect shall be readjusted, effective as of the date when the Board of Directors of the Company determines not to make such dividend or distribution to the Warrant Exercise Price that would then be in effect and the number of Warrant Shares that would then be issuable upon exercise of this Warrant if such record date had not been fixed or had been fixed for the dividend or distribution actually made, as applicable.

(c) Business Combinations. In case of any Business Combination or reclassification of Common Stock (other than a reclassification of Common Stock subject to adjustment pursuant to Section 4(a)), in each case, as a result of which Common Stock would be converted into, or exchanged for, stock, other securities or property (including cash or any combination thereof), notwithstanding anything to the contrary contained herein, (i) the Company shall notify the Holder in writing of such Business Combination or reclassification as promptly as practicable (but in no event later than five (5) Business Days prior to the effectiveness thereof), and (ii) the Holder's right to receive Warrant Shares upon exercise of this Warrant during the Exercise Term shall be converted, effective upon the occurrence of such Business Combination or reclassification, into the right to exercise this Warrant to acquire the number of shares of stock or other securities or property (including cash or any combination thereof) that the number of shares of Common Stock equal to the Warrant Share Number immediately prior to such Business Combination or reclassification would have been entitled to receive upon consummation of such Business Combination or reclassification; and in any such case, if applicable, the provisions set forth herein with respect to the rights and interests thereafter of the Holder shall be appropriately adjusted so as to be applicable, as nearly as may reasonably be, to the Holder's right to exercise this Warrant in exchange for any shares of stock or other securities or property pursuant to this paragraph. In determining the kind and amount of stock, securities or the property receivable upon exercise of this Warrant upon and following adjustment pursuant to this paragraph, if the holders of Common Stock have the right to elect the kind or amount of consideration receivable upon consummation of such Business Combination, then the Holder shall have the right at the same time to make the same election with respect to the number of shares of stock or other securities or property which the Holder will receive upon exercise of this Warrant by providing a written notice of such election to the Company.

(d) Rounding of Calculations; Minimum Adjustments. All calculations under this Section 4 shall be made to the nearest one-hundredth (1/100th) of a cent or to the nearest one-tenth (1/10th) of a share, as the case may be. No adjustment in the Warrant Exercise Price or the number of Warrant Shares into which this Warrant is exercisable shall be made if the amount of such adjustment would be less than $0.01 or one-tenth (1/10th) of a share of Common Stock, but any such amount shall be carried forward and an adjustment with respect thereto shall be made at the time of and together with any subsequent adjustment which, together with such amount and any other amount or amounts so carried forward, shall aggregate $0.01 or 1/10th of a share of Common Stock, or more.

(e) Timing of Issuance of Additional Securities Upon Certain Adjustments. In any case in which (1) the provisions of this Section 4 shall require that an adjustment (the "Subject Adjustment") shall become effective immediately after a record date (the "Subject Record Date") for an event and (2) the Holder exercises this Warrant after the Subject Record Date and before the consummation of such event, the Company may defer until the consummation of such event (or if later, the calculation of the Distribution Fair Market Value, if applicable) (i) issuing to such Holder the incrementally additional shares of Common Stock or other property issuable upon such exercise by reason of the Subject Adjustment and (ii) paying to such Holder any amount of cash in lieu of a fractional share of Common Stock; provided, that the Company upon request shall promptly deliver to such Holder a due bill or other appropriate instrument evidencing such Holder's right to receive such additional shares (or other property, as applicable), and such cash, upon (and subject to) the consummation of such event (or completion of such calculation).

(f) Statement Regarding Adjustments. Whenever the Warrant Exercise Price or the Warrant Share Number shall be adjusted as provided in this Section 4, the Company shall as promptly as practicable prepare and make available to the Holder a statement showing in reasonable detail the facts requiring such adjustment and the Warrant Exercise Price that shall be in effect and the Warrant Share Number after such adjustment.

(g) Adjustment Rules. Any adjustments pursuant to this Section 4 shall be made successively whenever an event referred to herein shall occur. If an adjustment in Warrant Exercise Price made hereunder would reduce the Warrant Exercise Price to an amount below par value of the Common Stock, then such adjustment in Warrant Exercise Price made hereunder shall reduce the Warrant Exercise Price to the par value of the Common Stock.

(h) Proceedings Prior to any Action Requiring Adjustment. As a condition precedent to the taking of any action which would require an adjustment pursuant to this Section 4, the Company shall take all such action as may be necessary or appropriate in order that the Company may validly and legally issue fully paid and nonassessable shares of Common Stock upon the exercise of this Warrant, free and clear of all liens, and shall use its reasonable best efforts to obtain all such authorizations, exemptions or consents from any public regulatory body having jurisdiction thereof as may be necessary to enable the Company to perform its obligations under this Warrant.

5. Taxes.

(a) Withholding. The Company and its paying agent shall be entitled to deduct and withhold Taxes on all payments and distributions (or deemed distributions) with respect to the Warrants (or upon the issuance or exercise thereof) to the extent required by applicable Law. To the extent that any amounts are so deducted or withheld, such deducted or withheld amounts shall be treated for all purposes of this Warrant as having been paid to the Person in respect of which such deduction or withholding was made. In the event the Company previously remitted any amounts to a Governmental Authority on account of Taxes required to be deducted or withheld in respect of any payment or distribution (or deemed distribution) with respect to a Warrant or upon the issuance or exercise thereof, the Company shall be entitled (i) to offset any such amounts against any amounts otherwise payable in respect of such Warrant, any Warrant Shares otherwise required to be issued upon the exercise of such Warrant or any amounts otherwise payable in respect of Warrant Shares received upon the exercise of such Warrant, or (ii) to require the Person in respect of whom such deduction or withholding was made to reimburse the Company for such amounts. Prior to deducting or withholding any amount, the Company shall, pursuant to a written request of the Holder, give the Holder a reasonable opportunity to provide any form or certificate to reduce or eliminate any withholding or deduction described in this Section 5(a). The Company shall assist, at the Holder's reasonable request and expense, the Holder in securing on its behalf any available refunds and reductions of, and exemptions from, withholding Taxes and making any filings, applications or elections to obtain any refund, reduction or exemption from such withholding taxes. Notwithstanding anything to the contrary in this Section 5(a), the Company shall not withhold or deduct any amount on any payment or distribution (or deemed distribution) with respect to a Warrant or Warrant Shares if it receives (or has previously received) a duly executed, valid, accurate and properly completed IRS Form W-9 from a Holder of such Warrant or Warrant Shares.

(b) Transfer Taxes. The Company shall pay any and all documentary, stamp and similar issue or transfer tax ("Transfer Tax") due on or with respect to (x) the issue of Warrants and (y) the issue of Warrant Shares pursuant to the exercise of a Warrant. However, in the case of the exercise of a Warrant, the Company shall not be required to pay any Transfer Tax that may be payable in respect of (or as a result of) the issue or delivery (or any Transfer Tax involved in the issue or delivery) of Warrant Shares to a Person other than the Holder of such Warrant immediately prior to its exercise, and no such issue or delivery shall be made to a Person other than the Holder of such Warrant unless and until the Person requesting such issue or delivery has paid to the Company the amount of any such Transfer Tax or has established to the satisfaction of the Company that such Transfer Tax has been paid or is not payable.

6. Definitions. For the purposes of this Warrant, the following terms have the following meanings:

"Action" means any action, arbitration, audit, examination, investigation, inquiry, proceeding, hearing, litigation, arbitration or suit (whether civil, criminal, administrative, judicial or investigative, whether formal or informal, and whether public or private) commenced, brought, conducted or heard by or before, any Governmental Authority.

"Affiliate" means as to any Person, any other Person that, directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with such Person, as such terms are used in and construed under Rule 405 under the Securities Act.

"Business Combination" means a merger, consolidation, statutory share exchange, reorganization, recapitalization or similar extraordinary transaction (which may include a reclassification) involving the Company.

"Business Day" means any day except any Saturday, any Sunday, any day which is a federal legal holiday in the United States or any day on which banking institutions in the State of New York are authorized or required by law or other governmental action to close.

"Certificate of Incorporation" means the Amended and Restated Certificate of Incorporation of the Company as in effect on the date of this Warrant, and as from time to time amended, modified, supplemented or restated in accordance with its terms and pursuant to applicable Law.

"Clinical Trial" means any clinical trial, which is any experiment in which a drug is administered or dispensed to, or used involving, one or more human subjects, including any Phase 1 Clinical Trial, Phase 2 Clinical Trial, Phase 3 Clinical Trial or Phase 4 Clinical Trial.

"Closing Note" means the promissory note of CinPax, LLC for a principal amount of $4,000,000, dated as of July 22, 2022.

"Common Stock" means the Class A common stock, $0.01 par value, of the Company.

"Company" has the meaning specified in the preamble hereof.

"Competition Laws" has the meaning specified in Section 2(a) hereof.

"Compound" means TTP399, an oral, small molecule liver selective glucokinase activator.

"Distribution Fair Market Value" means, with respect to any security or other property, the fair market value of such security or other property as determined by the Board of Directors of the Company consistent with the advice received from a nationally recognized independent investment banking firm retained by the Company for this purpose evidenced by a certified resolution of the fair market value from the Board of Directors of the Company delivered as promptly as practicable to the Holder. For the avoidance of doubt, the Distribution Fair Market Value of cash shall be the amount of such cash and the Distribution Fair Market Value of a security shall be the Market Price of such security.

"Exchange Act" means the Securities Exchange Act of 1934, as amended.

"Exercise Term" has the meaning specified in Section 1 hereof.

"Exit Event" means, directly or indirectly, (a) a consolidation, merger or similar business combination in which the holders of voting securities of the Company immediately prior thereto are not the holders of a majority in interest of the voting securities of the surviving Person in such transaction, (b) any Person or group becomes the Beneficial Owner of 50% or more of the outstanding voting securities of the Company (other than any such Beneficial Owners as of the date hereof), (c) a sale of all or substantially all of the assets related to the Product or (d) an exclusive (including as to the Company and its Affiliates) license to all of Company's and its Affiliates' rights to develop, commercialize and manufacture the Product throughout the United States, in each case of the foregoing clauses (a)-(d), other than any such transaction solely involving the Company or one or more of its wholly-owned subsidiaries.

"FDA Approval" means the approval of the United States Food and Drug Administration necessary for the marketing, distribution in interstate commerce and sale of the Product in the United States.

"Governmental Authority" means any (a) nation, region, state, county, city, town, village, district or other jurisdiction, (b) federal, state, local, municipal, foreign or other government, (c) governmental or quasi-governmental authority of any nature (including any governmental agency, commission, branch, department or other entity and any court, arbitrator or other tribunal), (d) multinational organization exercising judicial, legislative or regulatory power, (e) body exercising, or entitled to exercise, any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power of any nature of any federal, state, local, municipal, foreign or other government, or (f) regulatory or self-regulatory organization (including the Nasdaq Capital Market and the Financial Industry Regulatory Authority).

"Holder" means the Person or Persons who shall from time to time own this Warrant.

"HSR Act" has the meaning specified in Section 2(a) hereof.

"Laws" means any foreign, federal, state and local laws, statutes, ordinances, rules, regulations, orders, judgments, injunctions and decrees.

"Lock-Up Period" means the period from the date of the Purchase Agreement until December 31, 2024 (or, if earlier, the date of receipt of FDA Approval).

"Market Price" means, with respect to the Common Stock or any other security, on any given day, the last sale price, regular way, or, in case no such sale takes place on such day, the average of the closing bid and asked prices, regular way, of the shares of the Common Stock or of such security, as applicable, on the principal exchange or market on which the Common Stock or such security, as applicable, is so listed or quoted or, if the Common Stock or such other security is not so publicly traded, such fair market value as determined by the Board consistent with the advice received from a nationally recognized independent investment banking firm retained by the Company for this purpose.

"Person" means an individual, corporation, limited liability company, partnership, joint venture, association, trust, unincorporated organization or any other entity.

"Phase 1 Clinical Trial" means a Clinical Trial that is designed in a manner that is generally consistent with 21 CFR § 312.21(a).

"Phase 2 Clinical Trial" means a Clinical Trial that is designed in a manner that is generally consistent with 21 CFR § 312.21(b).

"Phase 3 Clinical Trial" means a Clinical Trial that is designed in a manner that is generally consistent with 21 CFR § 312.21(c).

"Phase 4 Clinical Trial" means any post-marketing approval clinical study, whether initiated by a Party or at the request of any Governmental Authority, to delineate additional information about the Product's risks, benefits, and optimal use.

"Product" means that certain pharmaceutical product that is formulated as a tablet for oral administration and contains either four hundred (400) or eight hundred (800) milligrams of the Compound as the sole active pharmaceutical ingredient to the extent administered in a Clinical Trial, or approved, for treatment of Type 1 diabetes.

"Representatives" means, as to any Person, its Affiliates and its and their respective directors, officers, employees, attorneys, accountants and financial advisors.

"Securities Act" has the meaning specified under the legend hereto.

"Tax" or "Taxes" means all taxes, however denominated, including any interest, penalties or other additions to tax that may become payable in respect thereof, imposed by any Governmental Authority, which taxes include all income or profits taxes (including U.S. federal income taxes and state income taxes), payroll and employee withholding taxes, unemployment insurance, social security taxes, sales and use taxes, *ad valorem* taxes, excise taxes, franchise taxes, gross receipts taxes, business license taxes, occupation taxes, real and personal property taxes, stamp taxes, environmental taxes, transfer taxes and workers' compensation charges.

"Warrant" means this Warrant and any other warrants of like tenor issued in substitution or exchange for any thereof pursuant to the provisions hereof.

"Warrant Exercise Price" means $0.7198, subject to adjustment as set forth herein.

"Warrant Share Number" means 1,200,000, subject to adjustment as set forth herein.

"Warrant Shares" means, subject to Section 4(c), the shares of Common Stock issuable upon exercise of this Warrant.

7. Amendment and Waiver. Any term, covenant, agreement or condition in this Warrant may be amended, or compliance therewith may be waived (either generally or in a particular instance and either retroactively or prospectively), by a written instrument or written instruments executed by the Company and the Holder.

8. No Impairment; Regulatory Compliance and Cooperation. The Company shall not take any action for the purpose of impairing the rights of the Holder under this Warrant, 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 and will at all times in good faith assist in the carrying out of all the terms of this Warrant and in the taking of all such actions as may be reasonably necessary or appropriate to protect the rights of the Holder against impairment.

9. Governing Law; Venue and Dispute Resolution.

(a) This Warrant shall be governed by and construed and enforced in accordance with the laws of the State of Delaware, without regard to any applicable principles of conflicts of law that could mandate the application of the laws of another jurisdiction.

(b) Any dispute, controversy, or claim arising out of or relating to this Warrant (and any subsequent amendments thereof), or the breach, termination, or validity thereof, and any question of the Arbitral Tribunal's jurisdiction or the existence, scope or validity of this arbitration agreement or the arbitrability of any claim (each a "Dispute"), shall be resolved by final and binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules in effect at the time (the "Rules"), except as modified herein.

(c) The seat of arbitration shall be New York, New York, and the arbitration shall be conducted in the English language.

(d) There shall be three arbitrators (the "Arbitral Tribunal"), of whom the claimant and respondent each will select one within thirty (30) Business Days of the receipt by the respondent of a copy of the demand for arbitration. If either the claimant or respondent fails to appoint an arbitrator within the time periods specified herein, such arbitrator shall be appointed by the AAA. The two arbitrators so appointed shall nominate the third and presiding arbitrator (the "Chair") within thirty (30) Business Days of the appointment of the second arbitrator. In the event that the two party-appointed arbitrators fail to reach an agreement on a Chair within thirty (30) Business Days of their appointment, then the AAA shall appoint the Chair.

(e) The arbitration, and any decisions and awards arising thereunder, will be subject to the Federal Arbitration Act (9 U.S.C. § 1 *et seq.*).

(f) Any arbitration hereunder shall be confidential, and the parties and their Representatives agree not to disclose to any third party: (i) the existence or status of the arbitration; or (ii) any information made known and documents produced in the arbitration not otherwise in the public domain, and (iii) all awards arising from the arbitration, except and to the extent that disclosure is required by applicable Law or is required to protect or pursue a legal right.

(g) In addition to monetary damages, the Arbitral Tribunal shall be empowered to award equitable relief, including an injunction and specific performance of any obligation under this Warrant.

(h) The award of the Arbitral Tribunal shall be final and binding upon the parties thereto, and shall be the sole and exclusive remedy between the parties regarding any Disputes presented to the Arbitral Tribunal. Judgment upon any award may be entered in any court having jurisdiction over any party or any of its assets.

(i) The Arbitral Tribunal shall have the power to award attorneys' fees, costs and related expenses, as well as the costs of the arbitration, to such extent and to such parties as it sees fit.

(j) By agreeing to arbitration, the parties do not intend to deprive any court of its jurisdiction to issue a pre-arbitral injunction, pre-arbitral attachment or other order in aid of arbitration proceedings. Without prejudice to such provisional remedies that may be granted by a court, the arbitrator shall have full authority to grant provisional remedies, to order a party to request that a court modify or vacate any temporary or preliminary relief issued by such court, and to award damages for the failure of any party to respect the Arbitral Tribunal's orders to that effect.

(k) The parties consent and submit to the non-exclusive jurisdiction of the federal and state courts located in the Borough of Manhattan, New York County in the State of New York (the "New York Courts"), to compel arbitration or for interim or provisional remedies in aid of arbitration and for the enforcement of any arbitral award rendered hereunder. In any such action: (i) each party hereby unconditionally and irrevocably waives, to the fullest extent it may effectively do so, any objection, including any objection to the laying of venue or based on the grounds of *forum non conveniens* or any right of objection to jurisdiction on account of its place of incorporation or domicile, which it may now or hereafter have to the bringing of any such action or proceeding in any New York Court; (ii) each party hereby irrevocably waives personal service

of process and consents to process being served by mailing a copy thereof via registered or certified mail or overnight delivery (with evidence of delivery) to such party at the address in effect for notices to it under this Warrant and agrees that such service will constitute good and sufficient service of process and notice thereof; nothing contained herein will be deemed to limit in any way any right to serve process in any other manner permitted by law; and (iii) each party waives any right to trial by jury in any court. Furthermore, nothing herein shall affect the parties' right to bring legal action or proceedings to enforce an arbitral award in any other court of competent jurisdiction.

10. Notices. All notices, requests, consents and other communications under this Warrant to either party must be in writing and are deemed duly delivered when (a) delivered if delivered personally or by nationally recognized overnight courier service (costs prepaid), (b) transmitted via email (including via attached .pdf document) to the email address set out below or (c) received or rejected by the addressee, if sent by United States of America certified or registered mail, return receipt requested; in each case to the following addresses or email of the individual (by name or title) designated below (or to such other address, email or individual as a party may designate by notice to the other parties):

(a) If to the Company:

vTv Therapeutics, LLC
Richard Nelson
3980 Premier Dr., Suite 310
High Point, NC 27265
Email: rnelson@vtvtherapeutics.com
Attention: Chief Executive Officer

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

Skadden, Arps, Slate, Meagher & Flom LLP
One Manhattan West
New York, New York 10001
Email: peter.serating@skadden.com
michael.zeidel@skadden.com
Attention: Peter D. Serating
Michael J. Zeidel

(b) If to the Holder:

CinRx Pharma, LLC
5375 Medpace Way
Cincinnati, Ohio 45227
Email: s.ewald@medpace.com
Attention: General Counsel

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

Thompson Hine LLP
312 Walnut Street, Suite 2000
Cincinnati, Ohio 45202-4024
Email: Louis.Solimine@thompsonhine.com
Naveen.Pogula@thompsonhine.com
Attention: Louis Solimine
Naveen Pogula

11. Successors and Assigns. This Warrant and the rights evidenced hereby shall inure to the benefit of and be binding upon the Company and the Holder and their respective successors and permitted assigns (subject to Section 2(i) with respect to the Holder).

12. Modification and Severability. The provisions of this Warrant will be deemed severable and the invalidity or unenforceability of any provision will not affect the validity or enforceability of any other provision hereof. To the fullest extent permitted by law, if any provision of this Warrant, or the application thereof to any Person or circumstance, is invalid or unenforceable (a) a suitable and equitable provision will be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (b) the remainder of this Warrant and the application of such provision to other Persons, entities or circumstances will not be affected by such invalidity or unenforceability.

13. Interpretation. When a reference is made in this Warrant to a Section, such reference shall be to a Section of this Warrant unless otherwise indicated. The headings contained in this Warrant are for reference purposes only and shall not affect in any way the meaning or interpretation of this Warrant. Whenever the words "include," "includes" or "including" are used in this Warrant, they shall be deemed to be followed by the words "without limitation." The words "hereof," "herein" and "hereunder" and words of similar import when used in this Warrant shall refer to this Warrant as a whole and not to any particular provision of this Warrant unless the context requires otherwise. The words "date hereof" when used in this Warrant shall refer to the date of this Warrant. The terms "or," "any" and "either" are not exclusive. The word "extent" in the phrase "to the extent" shall mean the degree to which a subject or other thing extends, and such phrase shall not mean simply "if." The word "will" shall be construed to have the same meaning and effect as the word "shall." All terms defined in this Warrant shall have the defined meanings when used in any document made or delivered pursuant hereto unless otherwise defined therein. The definitions contained in this Warrant are applicable to the singular as well as the plural forms of such terms and to the masculine as well as to the feminine and neuter genders of such term. Any agreement, instrument or statute defined or referred to herein or in any agreement or instrument that is referred to herein means such agreement, instrument or statute as from time to time amended, modified or supplemented, including (in the case of agreements or instruments) by waiver or consent and (in the case of statutes) by succession of comparable successor statutes and references to all attachments thereto and instruments incorporated therein. Unless otherwise specifically indicated, all references to "dollars" or "$" shall refer to the lawful money of the United States. References to a Person are also to its permitted assigns and successors. When calculating the period of time between which, within which or following which any act is to be done or step taken pursuant to this Warrant, the date that is the reference date in calculating such

period shall be excluded (unless otherwise required by Law, if the last day of such period is not a Business Day, the period in question shall end on the next succeeding Business Day).

[*Signature pages follow*]

IN WITNESS WHEREOF, the Company has duly executed this Warrant.

Dated: July 22, 2022.

VTV THERAPEUTICS INC.

By: /s/ Richard S. Nelson
Name: Richard S. Nelson
Title: Interim Chief Executive Officer

[*Signature Page to Warrant*]

Agreed and Acknowledged:

CINRX PHARMA, LLC

By: /s/ Jon Isaacsohn
Name: Jon Isaacsohn
Title: Chief Executive Officer

EXERCISE FORM
(To be executed by the registered holder hereof)

The undersigned registered owner of this Warrant hereby irrevocably elects to exercise the right to purchase represented by the attached Warrant for, and to purchase thereunder, _____ shares of Common Stock, par value $0.01 per share (the "Common Stock"), of VTV THERAPEUTICS INC., a Delaware corporation (the "Company"), as provided for therein, and in consideration therewith hereby agrees, as indicated below, to pay the Warrant Exercise Price by either (A) tendering in cash, either by certified or cashier's check payable to the order of the Company or by wire transfer of immediately available funds to an account designated by the Company, (B) by means of cashless exercise (as specified in Sections 2(b) and (c) of the Warrant), or (C) some combination of the foregoing, in each case in accordance with the terms and conditions of the attached Warrant. All capitalized terms used but not defined in this exercise form shall have the meanings ascribed thereto in the attached Warrant.

Method of Exercise (please initial the applicable blank):

_____The undersigned elects to exercise the attached Warrant by means of a cash payment, and tenders herewith payment in full for the purchase price of the shares of Common Stock being purchased, together with all applicable Transfer Taxes, if any.

_____The undersigned elects to exercise the attached Warrant pursuant to the cashless exercise provisions described in Section 2(b) and (c) of the Warrant.

_____The undersigned elects to exercise the attached Warrant by means of a partial payment in cash combined with a cashless exercise for the remainder, to be allocated as follows:

_____% Cash payment

_____% Cashless exercise

Please issue a certificate or certificates representing the applicable number of Warrant Shares issuable pursuant to the Warrant in the name of the undersigned.

If said number of shares of Common Stock shall not be all the shares of Common Stock issuable upon exercise of the attached Warrant, a new Warrant is to be issued in the name of the undersigned for the balance remaining of such shares of Common Stock less any fraction of a share of Common Stock paid in cash.

Dated: _____ Name of Holder

_____

Signature _____

Address _____

ASSIGNMENT FORM
(To be executed by the registered holder hereof)

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto _____ the within Warrant and all rights evidenced thereby and does irrevocably constitute and appoint _____, attorney, to transfer the said Warrant on the books of the within named corporation.

Dated: _____ Signature _____

Address _____

PARTIAL ASSIGNMENT
(To be executed by the registered holder hereof)

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto _____ the right to purchase shares of the Common Stock issuable upon exercise of the attached Warrant, and does irrevocably constitute and appoint _____, attorney, to transfer that part of the said Warrant on the books of the within named corporation.

Dated: _____ Signature _____

Address _____

FOR USE BY THE ISSUER ONLY:

This Warrant No. W-1 cancelled (or transferred or exchanged) this day of _____, 20__, _____ shares of Common Stock issued therefor in the name of _____, Warrant No. W-1 issued for shares of Common Stock in the name of _____.

COMMON STOCK AND WARRANT PURCHASE AGREEMENT

This Common Stock and Warrant Purchase Agreement (this "Agreement") is dated as of July 22, 2022, by and among vTv Therapeutics Inc., a Delaware corporation (the "Company"), CinPax, LLC, an Ohio limited liability company (the "Purchaser"), and CinRx Pharma, LLC, an Ohio limited liability company ("HoldCo").

WHEREAS, on the terms and subject to the conditions set forth in this Agreement, the Company desires to issue and sell to the Purchaser and HoldCo, and the Purchaser and HoldCo desire to purchase from the Company, shares of the Company's Common Stock and warrants to purchase shares of the Company's Common Stock, as set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

Section 1. Definitions.

1.1 Definitions. In addition to the terms defined elsewhere in this Agreement, the following terms have the meanings set forth in this Section 1.1:

"Action" means any action, arbitration, audit, examination, investigation, inquiry, proceeding, hearing, litigation, arbitration or suit (whether civil, criminal, administrative, judicial or investigative, whether formal or informal, and whether public or private) commenced, brought, conducted or heard by or before, any Governmental Authority.

"Adverse Disclosure" means a material development relating to the condition of the Company, that has not been disclosed to the general public, the disclosure of which would be materially detrimental to the Company.

"Affiliate" means as to any Person, any other Person that, directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with such Person, as such terms are used in and construed under Rule 405 under the Securities Act; *provided* that for purposes of this Agreement (a) the Company and its Subsidiaries and MAF and its Subsidiaries will not be deemed an Affiliate of the Purchaser or its Subsidiaries or HoldCo or its Subsidiaries and (b) the Purchaser and its Subsidiaries and HoldCo and its Subsidiaries will not be deemed an Affiliate of the Company or its Subsidiaries or MAF or its Subsidiaries.

A Person will be deemed the "Beneficial Owner" of, to "Beneficially Own" or have "Beneficial Ownership" of any securities (and correlative terms will have correlative meanings), whether or not beneficial ownership of any such securities has been disclaimed in any filings with the SEC:

(a) which such Person or any of such Person's Affiliates beneficially own, directly or indirectly, for purposes of Section 13(d) of the Exchange Act and Regulations 13D and 13G thereunder;

(b) which such Person or any of such Person's Affiliates has (i) the right to acquire (whether such right is exercisable immediately or only after the passage of time or the fulfillment of a condition or both) pursuant to any agreement, arrangement or understanding (whether or not in writing), or upon the exercise of conversion rights, exchange rights, warrants, options or otherwise or (ii) the right to vote, alone or in concert with others, pursuant to any agreement, arrangement or understanding (whether or not in writing);

(c) which are beneficially owned, directly or indirectly, by any other Person with which such Person or any of such Person's Affiliates has any agreement, arrangement or understanding (whether or not in writing) for the purpose of acquiring, holding, voting or disposing of any securities of the Company; or

(d) which are the subject of, or the reference securities for or that underlie any derivative transaction entered into by such Person, or derivative security (including options) acquired by such Person, which gives such Person the economic equivalent of ownership of an amount of such securities due to the fact that the value of the derivative is directly or indirectly determined by reference to the price or value of such securities, without regard to whether (i) such derivative conveys any voting rights in such securities to such Person, (ii) the derivative is required to be, or capable of being, settled through delivery of such securities or (iii) such Person may have entered into other transactions that hedge the economic effect of such derivative.

In determining the number of shares deemed Beneficially Owned by virtue of the operation of clause (d) above, the subject Person will be deemed to Beneficially Own (without duplication) the number of shares that are synthetically owned pursuant to such derivative transactions or such derivative securities. The number of shares that are synthetically owned will be the notional or other number of shares in respect of such derivative transactions or securities that is specified in a filing by such Person or any of such Person's Affiliates with the SEC or in the documentation evidencing such derivative transactions or securities, and in any case (or if no such number of shares is specified in any filing or documentation), as reasonably determined by the Board of Directors in good faith to be the number of shares that are synthetically owned pursuant to such derivative transactions or securities.

"Board of Directors" means the board of directors of the Company, or a duly authorized committee thereof.

"Business Day" means any day except any Saturday, any Sunday, any day which is a federal legal holiday in the United States or any day on which banking institutions in the State of New York are authorized or required by law or other governmental action to close.

"Change of Control" means, with respect to a Person, directly or indirectly (a) a consolidation, merger or similar business combination involving such Person in which the holders of voting securities of such Person immediately prior thereto are not the holders of a majority in interest of the voting securities of the surviving Person in such transaction, (b) a sale, lease or

conveyance of all or substantially all of the assets of such Person in one transaction or a series of related transactions, (c) any Person or group becomes the Beneficial Owner of 50% or more of the outstanding voting securities of such Person, or (d) a majority of the seats on the board of directors of such Person cease to be occupied by Persons who are members of the board of such Person on the date hereof ("Incumbent Directors"); *provided, however*, that any individual who is elected, or nominated for election, to the board of directors with the affirmative vote of at least a majority of the Incumbent Directors at the time of such election or nomination will thereafter be classified as an Incumbent Director for this purpose.

"Clinical Trial" means any clinical trial, which is any experiment in which a drug is administered or dispensed to, or used involving, one or more human subjects, including any Phase 1 Clinical Trial, Phase 2 Clinical Trial, Phase 3 Clinical Trial or Phase 4 Clinical Trial.

"Closing Note" means the promissory note of the Purchaser for a principal amount of $4,000,000, dated as of the date hereof, attached as Exhibit A.

"Common Stock" means the Class A common stock, par value $0.01 per share, of the Company.

"Compound" means TTP399, an oral, small molecule liver selective glucokinase activator.

"Confidential Information" means all confidential or proprietary information and data of the Disclosing Party or its Affiliates, disclosed or otherwise made available to the Recipient or its Representatives in connection with this Agreement or the transactions contemplated hereby, whether disclosed before or after the date of this Agreement and whether disclosed electronically, orally or in writing or through other methods made available to the Recipient or its Representatives.

"Confidentiality Agreement" means the Confidential Disclosure Agreement, dated February 2, 2022, by and between HoldCo and vTv LLC.

"Contract" means any legally binding lease, purchase or sale order or other contract, commitment, agreement, instrument, obligation, arrangement, understanding, undertaking, permit, concession or franchise (each including all amendments thereto).

"DGCL" means the General Corporation Law of the State of Delaware.

"Disclosing Party" means the party disclosing or making available Confidential Information (either directly or indirectly through such party's Representatives) to the Recipient or the Recipient's Representatives.

"Disclosure Schedule" means the Disclosure Schedule of the Company delivered concurrently with this Agreement.

"Encumbrance" means any lien (statutory or otherwise), charge, encumbrance, mortgage, pledge, hypothecation, security interest, deed of trust, option, preemptive right, right of first refusal or first offer or title defect.

"Equity Compensation Plans" means the equity compensation plans and agreements of the Company and its Subsidiaries.

"Equity Securities" means (a) capital stock or other equity interests (including shares of Common Stock) of the Company and (b) options, warrants or other securities that are directly or indirectly convertible into, exchangeable for or exercisable for capital stock or other equity interests of the Company.

"Exchange Act" means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

"FDA Approval" means the approval of the United States Food and Drug Administration necessary for the marketing, distribution in interstate commerce and sale of the Product in the United States.

"Fraud" means an actual and intentional misrepresentation in the making of a representation or warranty expressly stated in Section 3 or Section 4 by a party hereto to another party hereto, which satisfies each of the following conditions: (a) such representation or warranty was materially false when made; (b) the party making such representation or warranty had actual knowledge (and not imputed or constructive knowledge) that such representation or warranty was materially false when made; (c) such party intended to induce such other party to enter into this Agreement; and (d) such other party reasonably relied on such false representation or warranty in entering into this Agreement and suffered damages as a result. "Fraud" shall not include any cause of action in law or equity, including for fraud, based on constructive or imputed knowledge, negligence or recklessness.

"Governmental Authority" means any (a) nation, region, state, county, city, town, village, district or other jurisdiction, (b) federal, state, local, municipal, foreign or other government, (c) governmental or quasi-governmental authority of any nature (including any governmental agency, commission, branch, department or other entity and any court, arbitrator or other tribunal), (d) multinational organization exercising judicial, legislative or regulatory power, (e) body exercising, or entitled to exercise, any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power of any nature of any federal, state, local, municipal, foreign or other government, or (f) regulatory or self-regulatory organization (including the Nasdaq Capital Market and the Financial Industry Regulatory Authority).

"group" means a group of Persons within the meaning of Section 13 of the Exchange Act and Regulations 13D and 13G thereunder.

"knowledge" means, (i) with respect to the Company, the actual knowledge the executive officers of the Company listed on Section 1.1 of the Disclosure Schedule would have after due inquiry and (ii) with respect to the Purchaser or HoldCo, the actual knowledge Dr. Jonathan Isaacsohn or Stephen Ewald would have after due inquiry.

"Laws" means any foreign, federal, state and local laws, statutes, ordinances, rules, regulations, orders, judgments, injunctions and decrees.

"Legal Proceeding" means any legal proceeding (whether at law or in equity and including any civil, criminal or administrative proceeding), action, suit litigation, claim (including a counterclaim or cross-claim, or defense), grievance, summons, suit, litigation, arbitration, mediation, proceeding (including any civil, criminal, administrative, investigative, or appellate proceeding), citation, complaint, inquiry, audit, examination investigation, prosecution or arbitration, or investigation or other proceeding of any kind whatsoever, regardless of the legal theory under which such liability or obligation may be sought to be imposed, whether sounding in contract or tort, or whether at law or in equity, or otherwise under any legal or equitable theory, commenced, brought, conducted or heard by or before (or that would be before) any Person or Governmental Authority.

"LLCA" means the Amended and Restated Limited Liability Company Agreement of vTv LLC, by and among vTv LLC, the Company, vTv Therapeutics Holdings LLC and each other Person admitted as a member thereto, dated as of July 29, 2015.

"Lock-Up Period" means the period from the date of this Agreement until December 31, 2024 (or, if earlier, the date of receipt of FDA Approval).

"MAF" means MacAndrews & Forbes Incorporated, a Delaware corporation.

"Management Blackout Period" means the Company's regular trading blackout period during which directors, officers and employees of the Company are restricted from making sales of Common Stock, as set forth in the Company's securities trading policy.

"Managing Underwriter" means, with respect to any Underwritten Offering, the book running lead manager of such Underwritten Offering.

"Material Breach" means the failure of the Purchaser to pay all amounts due and payable under the Closing Note at the time such amounts have become due and payable (after giving effect to any applicable grace or cure periods thereunder).

"Organizational Documents" means, with respect to any entity, the certificate or articles of incorporation and bylaws of such entity, or any similar organizational documents of such entity.

"Permitted Encumbrances" means (a) statutory Encumbrances arising by operation of Law with respect to a liability or obligation incurred in the ordinary course of business and which is not delinquent, (b) requirements and restrictions of zoning, building and other Laws, (c) Encumbrances for Taxes not yet subject to penalties for nonpayment or which are being actively contested in good faith by appropriate proceedings, (d) rights granted to any licensee of any intellectual property in the ordinary course of business, (e) mechanics', materialmen's, carriers', workmen's, warehousemen's, repairmen's, landlords' or other like Encumbrances and security obligations that are not delinquent, (f) Encumbrances and other recorded and unrecorded monetary and non-monetary Encumbrances set forth in any title policy or title report or survey with respect to the real property and other Encumbrances of record, (g) Encumbrances arising under any federal or state securities laws, (h) in the case of Contracts, anti-assignment, change of control or similar restrictions contained therein or with respect thereto, or (i) such Encumbrances and other recorded and unrecorded monetary and non-monetary Encumbrances as would not, individually or in the aggregate, be material and adverse to the business of the Company and its Subsidiaries, taken as a whole.

"Person" means an individual or firm, corporation, partnership, trust, incorporated or unincorporated association, joint venture, limited liability company, joint stock company, Governmental Authority or other entity of any kind.

"Phase 1 Clinical Trial" means a Clinical Trial that is designed in a manner that is generally consistent with 21 CFR § 312.21(a).

"Phase 2 Clinical Trial" means a Clinical Trial that is designed in a manner that is generally consistent with 21 CFR § 312.21(b).

"Phase 3 Clinical Trial" means a Clinical Trial that is designed in a manner that is generally consistent with 21 CFR § 312.21(c).

"Phase 4 Clinical Trial" means any post-marketing approval clinical study, whether initiated by a Party or at the request of any Governmental Authority, to delineate additional information about the Product's risks, benefits, and optimal use.

"Product" means that certain pharmaceutical product that is formulated as a tablet for oral administration and contains either four hundred (400) or eight hundred (800) milligrams of the Compound as the sole active pharmaceutical ingredient to the extent administered in a Clinical Trial, or approved, for treatment of Type 1 diabetes.

"Prospectus" means the prospectus included in any Registration Statement, as supplemented by any and all prospectus supplements and as amended by any and all post-effective amendments and including all material incorporated by reference in such prospectus.

"Recipient" means the party receiving or otherwise having access to the Confidential Information (either directly or indirectly through such party's Representatives) from the Disclosing Party or the Disclosing Party's Representatives.

"Registrable Securities" means: (a) any shares of Common Stock issued to the Purchaser or HoldCo pursuant to this Agreement (including the Closing Shares and, upon exercise of the Warrants, the Warrant Shares); (b) any other shares in the Company issued to (or otherwise acquired by) the Purchaser or HoldCo after the date of this Agreement (including any Additional Shares) not in violation of Section 5.11; and (c) any shares of Common Stock issued or issuable with respect to any securities referenced in clauses (a) and/or (b) above by way of a stock dividend or stock split or in connection with a recapitalization, merger, consolidation, spin-off, reorganization or similar transaction; *provided, however*, that, as to any particular Registrable Security, such securities shall cease to be Registrable Securities upon the earliest to occur of: (i) a Registration Statement with respect to the sale of such securities shall have become effective under the Securities Act and such securities shall have been sold, transferred, disposed of or exchanged in accordance with such Registration Statement; (ii) such securities shall have been sold pursuant to Rule 144 under the Securities Act; (iii) such securities shall have ceased to be outstanding; (iv) such securities may be sold pursuant to Rule 144 or any successor rule promulgated under the Securities Act (but with no volume or other restrictions or limitations, including as to manner or timing of sale); and (v) such securities have been transferred in violation of this Agreement.

"Registration" means a registration, including any related Shelf Take-Down, effected by preparing and filing a registration statement, Prospectus or similar document in compliance with the requirements of the Securities Act, and the applicable rules and regulations promulgated thereunder, and such registration statement becoming effective.

"Registration Expenses" means the documented, out-of-pocket expenses of a Registration, including the following: (a) all registration and filing fees (including fees with respect to filings required to be made with the Financial Industry Regulatory Authority, Inc.) and any national securities exchange on which the Common Stock is then listed; (b) fees and expenses of compliance with securities or blue sky laws (including reasonable fees and disbursements of outside counsel for the Underwriters in connection with blue sky qualifications of Registrable Securities); (c) printing, messenger, telephone and delivery expenses; (d) fees and disbursements of counsel for the Company; (e) fees and disbursements of all independent registered public accountants of the Company incurred specifically in connection with such Registration; and (f) in an Underwritten Offering (other than a Piggyback Registration pursuant to Section 5), reasonable and documented fees and expenses of one (1) legal counsel selected by the Purchaser, not to exceed $75,000 in any offering.

"Registration Statement" means any registration statement that covers the Registrable Securities pursuant to the provisions of this Agreement, including the Prospectus included in such registration statement, amendments (including post-effective amendments) and supplements to such registration statement, and all exhibits to and all material incorporated by reference in such registration statement.

"Representatives" means, as to any Person, its Affiliates and its and their respective directors, officers, employees, attorneys, accountants and financial advisors.

"Rights Agreements" means, together, the Registration Rights Agreement, dated as of November 24, 2020, by and between the Company and Lincoln Park Capital Fund, LLC, the Investor Rights Agreement, dated as of July 29, 2015, by and among the Company, M&F TTP Holdings Two LLC, as successor in interest to vTv Therapeutics Holdings LLC and other stockholders party thereto and the Common Stock Purchase Agreement, dated as of May 31, 2022, by and among the Company, G42 Investments AI Holding RSC Ltd and Group 42 Holding Limited.

"Sanctioned Jurisdiction" means, at any time, a country or territory which is itself the subject or target of any Sanctions (at the time of this Agreement, Cuba, Iran, North Korea, Syria and the Crimea, and the so-called Donetsk People's Republic and Luhansk People's Republic regions of Ukraine).

"Sanctioned Person" means any Person that is the target of Sanctions, including, (a) any Person listed in any Sanctions-related list of sanctioned Persons maintained by OFAC or the U.S. Department of State, by the United Nations Security Council, the European Union, or any EU member state, (b) any Person located, organized or resident in a Sanctioned Jurisdiction, or (c) any Person owned or controlled by any such Person or Persons.

"Sanctions" means economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by relevant Governmental Authorities, including those administered by the U.S. government through the Office of Foreign Assets Control of the U.S. Department of the Treasury ("OFAC") or the U.S. Department of State, the United Nations Security Council, the European Union, or Her Majesty's Treasury of the United Kingdom.

"SEC" means the United States Securities and Exchange Commission.

"Securities Act" means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

"Services Agreement" means the Master Services Agreement, dated as of the date hereof, by and between vTv LLC and HoldCo.

"Shares" means, together, the Closing Shares and, if applicable, the Warrant Shares.

"Subsidiary" means, with respect to a specified Person, any corporation or other Person of which securities or other interests having the power to elect a majority of that corporation's or other Person's board of directors or similar governing body, or otherwise having the power to direct the business and policies of that corporation or other Person (other than securities or other interests having such power only upon the happening of a contingency that has not occurred) are held by the specified Person or one or more of its Subsidiaries. When used in this Agreement without reference to a particular Person, "Subsidiary" means a Subsidiary of the Company.

"Tax" or "Taxes" means all taxes, however denominated, including any interest, penalties or other additions to tax that may become payable in respect thereof, imposed by any Governmental Authority, which taxes include all income or profits taxes (including U.S. federal income taxes and state income taxes), payroll and employee withholding taxes, unemployment insurance, social security taxes, sales and use taxes, *ad valorem* taxes, excise taxes, franchise taxes, gross receipts taxes, business license taxes, occupation taxes, real and personal property taxes, stamp taxes, environmental taxes, transfer taxes and workers' compensation charges.

"Third Party" means any Person other than the Company, the Purchaser or their respective Affiliates.

"Transaction Documents" means this Agreement, the Services Agreement, the Closing Note, the Warrants, all exhibits and schedules to this Agreement, the Services Agreement, the Closing Note and the Warrants, and any other documents, certificates or agreements executed in connection with the transactions contemplated by this Agreement, the Services Agreement, the Closing Note and the Warrants.

"Underwriter" means a securities dealer who purchases any Registrable Security as principal in an Underwritten Offering and not as part of such dealer's market-making activities.

"Underwritten Offering" means a Registration in which securities of the Company are sold to an Underwriter in a firm commitment underwriting for distribution to the public.

"vTv LLC" means vTv Therapeutics LLC, a Delaware limited liability company.

"Warrant Shares" means the 1,200,000 shares of Common Stock issuable upon exercise of the Warrants.

1.2 Additional Defined Terms. For purposes of this Agreement, the following terms have the meanings specified in the indicated Section of this Agreement:

AAA	Section 6.13(b)
Additional Shares	Section 5.11(c)
Agreement	Preamble
Arbitral Tribunal	Section 6.13(d)
Board Observer	Section 5.5
Cash Purchase Price	Section 2.3(b)(v)
Chair	Section 6.13(d)
Closing	Section 2.2
Closing Date	Section 2.2
Closing Shares	Section 2.1
Company	Preamble
Director Requirements	Section 5.3(b)
Dispute	Section 6.13(b)
GAAP	Section 3.7(b)
HoldCo	Preamble
Incumbent Directors	Section 1.1
Indemnified Party	Section 5.9(d)
Indemnifying Party	Section 5.9(d)
Initiating Party	Section 5.6(c)
Material Adverse Effect	Section 3.1
New York Courts	Section 6.13(k)
OFAC	Section 1.1
Piggyback Registration	Section 5.7
Purchaser	Preamble
Purchaser Material Adverse Effect	Section 4.1
Required Approvals	Section 3.4
Rules	Section 6.13(b)
SEC Reports	Section 3.7(a)
Share Purchase Price	Section 2.1
Shelf Registration Statement	Section 5.6(a)
Shelf Suspension	Section 5.6(b)
Shelf Take-Down	Section 5.6(c)(i)
Shelf Take-Down Notice	Section 5.6(c)(i)
Termination Event	Section 5.3(b)
Transfer	Section 5.2(a)
Transfer Agent	Section 2.3(a)(iv)
Warrants	Section 2.1

1.3 Construction. Any reference in this Agreement to a "Section," "Exhibit" or "Schedule" refers to the corresponding Section, Exhibit or Schedule of or to this Agreement, unless the context indicates otherwise. The headings of Sections are provided for convenience only and are not intended to affect the construction or interpretation of this Agreement. All words used in this Agreement are to be construed to be of such gender or number as the circumstances require. The words "including," "includes" or "include" are to be read as listing nonexclusive examples of the matters referred to, whether or not words such as "without limitation" or "but not limited to" are used in each instance. Where this Agreement states that a party "shall," "will" or "must" perform in some manner or otherwise act or omit to act, it means that the party is legally obligated to do so in accordance with this Agreement. Any reference to a statute is deemed also to refer to any amendments or successor legislation as in effect at the relevant time. Any reference to a contract or other document as of a given date means the contract or other document as amended, supplemented and modified from time to time through such date. Any words (including capitalized terms defined herein) in the singular will be held to include the plural and vice versa and words (including capitalized terms defined herein) of one gender will be held to include the other gender as the context requires. The terms "hereof," "herein" and "herewith" and words of similar import will, unless otherwise stated, be construed to refer to this Agreement as a whole and not to any particular provision of this Agreement. All references to any period of days will be deemed to be to the relevant number of calendar days unless otherwise specified. All references herein to "$" or dollars will refer to United States dollars, unless otherwise specified. All accounting terms not otherwise defined herein have the meanings given to them in accordance with GAAP.

Section 2. Purchase and Sale.

2.1 Purchase and Sale of Shares and Warrants. Upon the terms and subject to the conditions set forth in this Agreement, the Company agrees to issue and sell, free from any Encumbrances (other than such Encumbrances arising under any federal or state securities laws), (a) to the Purchaser, and the Purchaser agrees to purchase from the Company, 4,154,549 newly-issued shares of Common Stock (such newly-issued shares, the "Closing Shares") at a purchase price of $2.407 per Closing Share (the "Share Purchase Price") and (b) to HoldCo, and HoldCo agrees to purchase from the Company, warrants to purchase up to 1,200,000 newly-issued shares of Common Stock at an initial exercise price of $0.7198 (the "Warrants") on the terms and subject to the conditions set forth in the form of Warrant attached as Exhibit B.

2.2 Closing and Closing Date. In accordance with the terms and subject to the conditions set forth in this Agreement, the closing of the purchase, sale and issuance of the Closing Shares and the Warrants (the "Closing") shall be effected by the electronic exchange of documents concurrently with the execution and delivery of this Agreement on the date hereof (the "Closing Date").

2.3 Closing Deliverables. At or prior to the Closing:

(a) the Company will deliver or cause to be delivered to the Purchaser:

(i) the Services Agreement, duly executed by vTv LLC;

(ii) the Closing Shares;

(iii) the Warrants, duly executed by the Company;

(iv) a duly executed instruction letter to American Stock Transfer & Trust Company, LLC (the "Transfer Agent"), acknowledged in writing by the Transfer Agent, instructing the Transfer Agent to create a book-entry account for the Purchaser and credit the Purchaser's account with the Closing Shares on an expedited basis;

(v) a certificate of the Secretary of the Company, dated as of the Closing Date, (a) certifying the resolutions adopted by the Board of Directors or a duly authorized committee thereof of the Company approving the transactions contemplated by this Agreement and the other Transaction Documents, (b) certifying the current versions of the Certificate of Incorporation and bylaws of the Company and (b) certifying as to the signatures and authority of persons signing the Transaction Documents and related documents on behalf of the Company; and

(vi) evidence reasonably satisfactory to the Purchaser that the Closing Shares have been issued to the Purchaser in book-entry form.

(b) the Purchaser will deliver or cause to be delivered to the Company:

(i) the Services Agreement, duly executed by HoldCo;

(ii) the Warrants, duly executed by HoldCo;

(iii) the Closing Note, duly executed by the Purchaser;

(iv) a certificate of incumbency of the Purchaser, dated as of July 22, 2022; and

(v) an amount in cash equal to $6,000,000 (the "Cash Purchase Price") by wire transfer of immediately available funds to an account specified by the Company to the Purchaser prior to the Closing.

2.4 Withholding. Notwithstanding any other provision in this Agreement to the contrary, the Company shall be entitled to deduct and withhold from amounts otherwise payable to any Person pursuant to this Agreement such amounts as it is required to deduct and withhold with respect to the making of such payment under any provision of applicable Law. To the extent that amounts are so deducted or withheld, such amounts shall be treated for all purposes of this Agreement as having been paid to the relevant Person in respect of which such deduction and withholding was made.

Section 3. Representations and Warranties of the Company. The Company represents and warrants to the Purchaser and HoldCo that, as of the date of this Agreement, except as disclosed in (i) any report, schedule or document filed with or furnished to the SEC by or with respect to the Company and made publicly available on the SEC's EDGAR system prior to the date of this Agreement or (ii) the Disclosure Schedule:

3.1 Organization and Qualification. The Company and each of its Subsidiaries is an entity duly incorporated or otherwise organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation or organization, with the requisite power and authority to own, lease, operate and use its properties and assets and to carry on its business as currently conducted. Neither the Company nor any of its Subsidiaries is in violation nor default of any of the provisions of its respective Organizational Documents. The Company and each of its Subsidiaries is duly qualified to conduct business and is in good standing as a foreign corporation or other entity in each jurisdiction in which the nature of the business conducted or property owned by it makes such qualification necessary, except, in each case, where the failure to be so qualified or in good standing or to have such power and authority, as the case may be, would not have or reasonably be expected to result in a material adverse effect on: (i) the results of operations, business or financial condition of the Company and its Subsidiaries, taken as a whole, or (ii) the Company's ability to perform its obligations under any Transaction Document (any of (i) or (ii), a "Material Adverse Effect").

3.2 Authorization; Enforcement. The Company has the requisite corporate power and authority to enter this Agreement and each other Transaction Document to which it is a party and to consummate the transactions contemplated by each such Transaction Document and otherwise to carry out its obligations hereunder and thereunder. The execution and delivery of this Agreement and each other applicable Transaction Document by the Company and the consummation by it of the transactions contemplated hereby and thereby have been duly authorized by all necessary action on the part of the Company and no stockholder approval or other proceedings on the part of the Company are necessary to authorize this Agreement or any other Transaction Document to which it is a party or to consummate the transactions contemplated hereby and thereby. This Agreement and each other Transaction Document to which it is a party has been (or upon delivery will have been) duly executed by the Company and, when delivered in accordance with the terms hereof and thereof, will constitute the legal, valid and binding obligation of the Company enforceable against the Company in accordance with its terms, except (a) as limited by general equitable principles and applicable bankruptcy, insolvency, reorganization, moratorium and other Laws of general application affecting enforcement of creditors' rights generally and (b) as limited by Laws relating to the availability of specific performance, injunctive relief or other equitable remedies.

3.3 No Conflicts. The execution, delivery and performance by the Company of the Transaction Documents to which it is a party, the issuance and sale of the Shares and the Warrants and the consummation by the Company of the transactions contemplated hereby and thereby to which it is a party do not and will not (a) conflict with or violate any provision of the Organizational Documents of the Company or its Subsidiaries, (b) conflict with, or constitute a default (or an event that with notice or lapse of time or both would become a default) under, result in the creation of any Encumbrance upon any of the properties or assets of the Company or its Subsidiaries pursuant to, or give to others any rights of termination, amendment, acceleration or cancellation (with or without notice, lapse of time or both) of, any Contract to which the Company or any of its Subsidiaries is a party or by which any property or asset of the Company or any of its Subsidiaries is bound or affected or (c) subject to obtaining the Required Approvals, conflict with or result in a violation of any Law to which the Company or any of its Subsidiaries is subject (including federal and state securities laws and regulations), or by which any property or asset of the Company or any of its Subsidiaries is bound or affected, except in the case of clauses (b) and (c), for matters that would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

3.4 Filings, Consents and Approvals. The Company is not required to obtain any consent, waiver, authorization or order of, give any notice to, or make any filing or registration with, any Governmental Authority or other Person in connection with the execution, delivery and performance by the Company of the Transaction Documents to which it is a party and the consummation of the transactions contemplated hereunder or thereunder, other than (a) the notice or application to The Nasdaq Capital Market for the issuance and sale of the Shares for trading thereon, (b) any filings required to be made to effect the registration rights pursuant to Section 5 hereunder and (c) such other filings and registrations as are required to be made under applicable federal and state securities laws (clauses (a) – (c) collectively, the "Required Approvals").

3.5 Issuance of the Shares; Exemption from Registration. The Shares will be duly authorized and duly and validly issued, fully paid and nonassessable, free and clear of all Encumbrances, other than Encumbrances arising under any federal or state securities laws. Subject to, and in reliance on, the representations, warranties and covenants made herein by the Purchaser and HoldCo, as applicable, the issuance of the Shares and the Warrants in accordance with the terms and conditions of, and on the basis of the representations and warranties set forth in, this Agreement and (as applicable) the Warrants, is exempt from registration under the Securities Act and otherwise issued in compliance with all Laws.

3.6 Capitalization.

(a) As of June 15, 2022, the authorized capital stock of the Company consists of (a) 200,000,000 shares of Class A Common Stock, of which 77,329,051 shares of Class A Common Stock were issued and outstanding, 5,384,527 shares of Class A Common Stock were subject to outstanding stock options granted under the Equity Compensation Plans and (b) 100,000,000 shares of a Class B common stock, of which 23,093,860 shares of Class B Common Stock were issued and outstanding. Since June 15, 2022, there have been no issuances of Equity Securities or other securities of the Company other than shares that were reserved for issuance pursuant to the Equity Compensation Plans. All of the outstanding shares of capital stock of the Company are validly issued, fully paid and non-assessable.

(b) As of June 15, 2022, the issued and outstanding interests in vTv LLC comprised (i) 1 Class M Common Unit (as defined in the LLCA) and (ii) 100,422,911 Nonvoting Common Units (as defined in the LLCA).

(c) There are no stockholders agreements, voting trusts, voting agreements or other similar agreements or understandings with respect to the Company's capital stock to which the Company is a party or, to the knowledge of the Company, between or among any of the Company's stockholders. Except as set forth on Schedule 3.6(c), the Equity Securities issued or reserved for issuance pursuant to the Equity Compensation Plans and as contemplated by this Agreement, there are no outstanding subscriptions, options, warrants, scrip rights to subscribe to, calls, phantom stock rights, rights of first offer or refusal, rights to require redemption or repurchase, preemptive rights, anti-dilution rights, registration rights, rights of participation, or commitments or other agreements to which the Company or any of its Subsidiaries is a party relating to, or securities,

rights or obligations convertible into or exercisable or exchangeable for, or giving any Person any right to subscribe for or acquire any, Equity Securities or other securities of the Company or any of its Subsidiaries, or contracts, commitments, understandings or arrangements by which the Company or any of its Subsidiaries is or may become bound to issue additional Equity Securities or other securities of the Company or its Subsidiaries.

(d) All the outstanding shares of capital stock of, or other equity interests in, each Subsidiary have been validly issued and are fully paid and non-assessable and are owned directly or indirectly by the Company, free and clear of all Encumbrances, except for Permitted Encumbrances. Other than the Company's Subsidiaries, neither the Company nor any of its Subsidiaries directly or indirectly owns any equity or similar interest in, or any interest convertible into or exchangeable or exercisable for, any corporation, partnership, joint venture or other business association or entity, that is or would reasonably be expected to be material to the Company and its Subsidiaries taken as a whole.

(e) The Company has no outstanding bonds, debentures, notes or other debt obligations, the holders of which have the right to vote (or are convertible into or exercisable for securities having the right to vote) with the stockholders of the Company on any matter.

3.7 SEC Reports; Financial Statements.

(a) The Company has filed with the SEC all reports, schedules, forms, statements and other documents required to be filed or furnished by the Company under the Securities Act, the Exchange Act, including pursuant to Section 13(a) or 15(d) thereof, and the rules and regulations of The Nasdaq Capital Market for the two-year period preceding the date of this Agreement (the "SEC Reports") on a timely basis or has received a valid extension of such time of filing and has filed any such SEC Reports prior to the expiration of any such extension. As of their respective dates (or, if amended prior to the date of this Agreement, the date of the filing of such amendment, with respect to the disclosures that are amended), the SEC Reports as to form complied in all material respects with the requirements of the Securities Act, the Exchange Act and the Sarbanes- Oxley Act of 2002, as applicable, and none of the SEC Reports, when filed, contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(b) The financial statements of the Company included (or incorporated by reference) in the SEC Reports (including the notes thereto) comply as to form in all material respects with applicable accounting requirements and the rules and regulations of the SEC with respect thereto as in effect at the time of filing. Such financial statements have been prepared in accordance with United States generally accepted accounting principles applied on a consistent basis during the periods involved ("GAAP"), except as may be otherwise specified in such financial statements or the notes thereto and except that unaudited financial statements may not contain all footnotes required by GAAP, and fairly present in all material respects the financial position of the Company and its consolidated Subsidiaries as of and for the dates thereof and the results of operations and cash flows for the periods then ended, subject, in the case of unaudited statements, to normal year-end audit adjustments.

3.8 Internal Accounting and Disclosure Controls. The Company has implemented and maintains disclosure controls and procedures (as defined in Rule 13a-15 or Rule 15d-15 of the Exchange Act). Such disclosure controls and procedures are designed and effective to ensure that material information required to be disclosed in the Company's periodic reports filed or submitted under the Exchange Act is recorded and reported on a timely basis to the individuals responsible for the preparation of the Company's filings with the SEC and other public disclosure documents. The Company has disclosed, based on its most recent evaluation of the Company's internal control over financial reporting prior to the date of this Agreement, to the Company's auditors and audit committee (i) any significant deficiencies and material weaknesses in the design or operation of internal controls over financial reporting (as defined in Rule 13a-15(f) of the Exchange Act) that are reasonably likely to adversely affect the Company's ability to record, process, summarize and report financial information and (ii) any fraud, whether or not material, that involves management or other employees who have a significant role in the Company's internal controls over financial reporting.

3.9 Listing and Maintenance Requirements. The Common Stock is registered pursuant to Section 12(b) of the Exchange Act, and the Company has taken no action designed to, or which to its knowledge is likely to have the effect of, terminating the registration of the Common Stock under the Exchange Act nor has the Company received any written notification that the SEC is contemplating terminating such registration. The Company is in material compliance with the listing and maintenance requirements and any other applicable rules and regulations of the Nasdaq Capital Market. The Company has not received any written notification that, and has no knowledge that, the SEC or the Nasdaq Capital Market is contemplating terminating such listing or registration. The Common Stock is currently eligible for electronic transfer through the Depository Trust Company (or such other established clearing corporation) in connection with such electronic transfer.

3.10 No Material Adverse Change. Since March 31, 2022, there has not been:

(a) any change in the assets, liabilities, financial condition or operating results of the Company from that reflected in the financial statements included in the Company's Quarterly Report on Form 10-Q for the three (3) months ended March 31, 2022, except to the extent such changes would not reasonably be expected, individually or in the aggregate, to be material to the Company and its Subsidiaries, taken as a whole;

(b) any declaration or payment by the Company of any dividend, or any authorization or payment by the Company of any distribution, on any of the capital stock of the Company, or any redemption or repurchase by the Company of any securities of the Company;

(c) any material damage, destruction or loss, whether or not covered by insurance, to any assets or properties of the Company;

(d) any waiver, not in the ordinary course of business, by the Company of a material right or of a material debt owed to it;

(e) any satisfaction or discharge of a material lien, material claim or material encumbrance or material payment of any obligation by the Company, except in the ordinary course of business;

(f) to the knowledge of the Company, labor union organizing activities with respect to employees of the Company; or

(g) any issuance of any equity securities to any executive officer, director or Affiliate of the Company, except Common Stock issued pursuant to existing Company stock option or stock purchase plans or executive and director corporate arrangements disclosed in the Company's filings with the SEC.

3.11 Compliance. Neither the Company nor any of its Subsidiaries is (a) in default under or in violation of (and no event has occurred that has not been waived that, with notice, lapse of time or both, would result in a default by the Company or any Subsidiary under), nor has the Company or any Subsidiary received notice of a claim that it is in default under or that it is in violation of, any indenture, loan or credit agreement or any other agreement or instrument to which it is a party or by which it or any of its properties is bound (whether or not such default or violation has been waived), (b) in violation of any judgment, decree or order of any Governmental Authority or (c) in violation of any statute, rule, ordinance or regulation of any Governmental Authority, including all foreign, federal, state and local laws relating to environmental protection, occupational health and safety, product quality and safety and employment and labor matters, except in each case as would not reasonably be expected, individually or in the aggregate, to be material to the Company and its Subsidiaries, taken as a whole.

3.12 Brokers and Finders. No brokerage or finder's fees or commissions are or will be payable by the Company to any broker, financial advisor, finder, placement agent or investment banker with respect to the transactions contemplated by the Transaction Documents.

3.13 No Directed Selling Efforts or General Solicitation. Neither the Company nor any Person acting on its behalf has conducted any general solicitation or general advertising (as those terms are used in Regulation D) in connection with the offer or sale of any of the Shares or the Warrants. The Company has offered the Shares and the Warrants for sale only to the Purchaser or HoldCo, as applicable.

3.14 No Integrated Offering. Neither the Company nor any of its Affiliates, nor any Person acting on its or their behalf has, directly or indirectly, made any offers or sales of any Company security or solicited any offers to buy any Company security, under circumstances that would adversely affect reliance by the Company on Section 4(a)(2) of the Securities Act for the exemption from registration for the transactions contemplated hereby or would require registration of the Shares or the Warrants under the Securities Act.

3.15 Transactions with Related Parties. None of the executive officers or directors of the Company is presently a party to any transaction with the Company (other than for services as employees, officers and directors) that would be required to be disclosed pursuant to Item 404 of Regulation S-K promulgated under the Securities Act that is not so disclosed.

3.16 Investment Company. The Company is not required to be registered as, and is not an Affiliate of, and immediately following the Closing, will not be required to register as, an "investment company" within the meaning of the Investment Company Act of 1940, as amended.

3.17 Manipulation of Price. The Company has not, and, to the knowledge of the Company, no Person acting on its behalf has (a) taken, directly or indirectly, any action designed to cause or result in the stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of any of the Shares or the Warrants, (b) sold, bid for, purchased or paid any compensation for soliciting purchases of, any of the Shares or the Warrants in violation of Regulation M under the Exchange Act or (c) paid or agreed to pay to any Person any compensation for soliciting another to purchase any other securities of the Company.

3.18 Stock Option Plans. Each outstanding option to purchase Common Stock granted by the Company was granted pursuant to one of the Company's equity incentive plans in accordance with the terms of such equity incentive plan and no such stock option has been backdated. There is no and, to the knowledge of the Company, during the past five (5) years, there has been no Company policy or practice to coordinate the grant of stock options with the release or other public announcement of material information regarding the Company or its financial results or prospects.

3.19 Off Balance Sheet Arrangements. Except as would not have or reasonably be expected to result in a Material Adverse Effect, there is no transaction, arrangement, or other relationship between the Company (or any Subsidiary) and an unconsolidated or other off balance sheet entity that is required to be disclosed by the Company in its filings with the SEC and is not so disclosed.

3.20 Takeover Protections; Rights Agreements. The Company and the Board of Directors have taken all necessary action, if any, in order to render inapplicable any control share acquisition, business combination, poison pill (including any distribution under a rights agreement) or other similar anti-takeover provision under the Company's charter documents or the laws of its state of incorporation that is or could reasonably be expected to become applicable to the Purchaser or HoldCo as a result of the Purchaser, HoldCo and the Company fulfilling their respective obligations or exercising their rights under the Transaction Documents, including the Company's issuance of the Shares and the Warrants and the Purchaser's or HoldCo's ownership of the Shares and the Warrants (as applicable).

3.21 TID U.S. Business. The Company is not a "TID U.S. business" as defined at 31 C.F.R. § 800.248.

3.22 No Other Representations and Warranties. The representations and warranties set forth in the Services Agreement and this Section 3 are the only representations and warranties made by the Company with respect to the Company, its Subsidiaries, the Shares and the Warrants or any other matter relating to the transactions contemplated by this Agreement. The Company acknowledges that except as set forth in the Services Agreement and Section 4, neither the Purchaser nor HoldCo nor any director, officer, employee, agent or Representative of the Purchaser or HoldCo makes any representation or warranty, either express or implied, concerning the Purchaser or HoldCo, their respective Subsidiaries, the Shares and the Warrants or any other matter relating to the transactions contemplated by this Agreement. Nothing in this Section 3.22 will affect the representations and warranties in the Services Agreement.

Section 4. Representations and Warranties of the Purchaser. Each of the Purchaser and HoldCo represents and warrants to the Company, each only with respect to itself and not with respect to the other representing party, that, as of the date of this Agreement:

4.1 Organization and Qualification. Each of the Purchaser and HoldCo is an entity duly incorporated or otherwise organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation or organization, with the requisite power and authority to own, lease, operate and use its properties and assets and to carry on its business as currently conducted. Neither the Purchaser nor HoldCo is in violation or default of any of the provisions of its Organizational Documents. Each of the Purchaser and HoldCo is duly qualified to conduct business and is in good standing as a foreign corporation or other entity in each jurisdiction in which the nature of the business conducted or property owned by it makes such qualification necessary, except, in each case, where the failure to be so qualified or in good standing, as the case may be, would not have or reasonably be expected to result in a material adverse effect on the Purchaser's or HoldCo's ability to perform its obligations under any Transaction Document (a "Purchaser Material Adverse Effect").

4.2 Authorization; Enforcement. Each of the Purchaser and HoldCo has the requisite power and authority to enter this Agreement and each other Transaction Document to which it is a party and to consummate the transactions contemplated by each such Transaction Document and otherwise to carry out its obligations hereunder and thereunder. The execution and delivery of this Agreement and each other applicable Transaction Document by the Purchaser and HoldCo and the consummation by such party of the transactions contemplated hereby and thereby have been duly authorized by all necessary corporate action on the part of the Purchaser and HoldCo (as applicable) and no stockholder approval or other proceedings on the part of the Purchaser or HoldCo are necessary to authorize this Agreement or any other Transaction Document to which it is a party or to consummate the transactions contemplated hereby and thereby. This Agreement and each other Transaction Document to which the Purchaser or HoldCo is a party has been (or upon delivery will have been) duly executed by such party, and when delivered in accordance with the terms hereof and thereof, will constitute the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms, except (a) as limited by general equitable principles and applicable bankruptcy, insolvency, reorganization, moratorium and other Laws of general application affecting enforcement of creditors' rights generally and (b) as limited by Laws relating to the availability of specific performance, injunctive relief or other equitable remedies.

4.3 No Conflicts. The execution, delivery and performance by each of the Purchaser and HoldCo of the Transaction Documents to which it is a party and the consummation by the such party of the transactions contemplated hereby and thereby to which it is a party do not and will not (a) conflict with or violate any provision of the Organizational Documents of such party or its Subsidiaries, (b) conflict with, or constitute a default (or an event that with notice or lapse of time or both would become a default) under, result in the creation of any Encumbrance upon any of the properties or assets of such party or its Subsidiaries pursuant to, or give to others any rights of termination, amendment, acceleration or cancellation (with or without notice, lapse of time or

both) of, any Contract to which such party or any of its Subsidiaries is a party or by which any property or asset of such party or any of its Subsidiaries is bound or affected or (c) subject to obtaining the Required Approvals, conflict with or result in a violation of any Law to which the such party or any of its Affiliates is subject (including federal and state securities laws and regulations), or by which any property or asset of such party or any of its Affiliates is bound or affected, except in the case of clauses (b) and (c), for matters that would not, individually or in the aggregate, reasonably be expected to have a Purchaser Material Adverse Effect.

4.4 Filings, Consents and Approvals. Neither the Purchaser nor HoldCo is required to obtain any consent, waiver, authorization or order of, give any notice to, or make any filing or registration with, any Governmental Authority or other Person in connection with the execution, delivery and performance by such party of the Transaction Documents to which it is a party and the consummation of the transactions contemplated hereunder or thereunder, other than such filings and registrations as are required to be made under applicable federal and state securities laws.

4.5 Own Account. Each of the Purchaser and HoldCo is acquiring the Shares and the Warrants (as applicable) as principal for its own account for investment only and not with a view to or for distributing or reselling the Shares or Warrants or any part thereof in violation of the Securities Act or any applicable state securities law, has no present intention of distributing any of the Shares or the Warrants and has no direct or indirect arrangement or understandings with any other Persons to distribute or regarding the distribution of any of the Shares or the Warrants.

4.6 Purchaser and HoldCo Status. At the time the Purchaser and HoldCo were offered the Shares and the Warrants (as applicable), each such party was, and as of the date of this Agreement each such party is, an "accredited investor" as defined in Regulation D, Rule 501(a), promulgated under the Securities Act. None of the Purchaser, HoldCo or any of their respective Affiliates is, nor at any time during the last three years has been, an "interested stockholder" of the Company (as defined in Section 203 of the DGCL).

4.7 Experience of the Purchaser and HoldCo. Each of the Purchaser and HoldCo has such knowledge, sophistication and experience in business and financial matters so as to be capable of evaluating the merits and risks of the prospective investment in the Shares and the Warrants, as applicable, and has so evaluated the merits and risks of such investment. Each of the Purchaser and HoldCo has had the opportunity to review the SEC Reports and to ask questions of, and receive answers from, the officers of the Company concerning the Company and the Shares and the Warrants, as applicable. Each of the Purchaser and HoldCo understands that its investment in the Shares involves a significant degree of risk, including a risk of total loss of such party's investment. Each of the Purchaser and HoldCo understands that the market price of the Common Stock has been volatile and that no representation is being made as to the future value of the Common Stock. Each of the Purchaser and HoldCo is able to bear the economic risk of an investment in the Shares and is able to afford a complete loss of such investment.

4.8 Sufficient Funds. As of the date of this Agreement, the Purchaser has sufficient funds presently available to deliver the Cash Purchase Price in full and to consummate the transactions contemplated by this Agreement and the other Transaction Documents in accordance with the terms hereof and thereof.

4.9 Manipulation of Price. None of the Purchaser, HoldCo or, to the knowledge of the Purchaser or HoldCo, any Person acting on either such party's behalf has (a) taken, directly or indirectly, any action designed to cause or result in the stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of any of the Shares or the Warrants, (b) sold, bid for, purchased or paid any compensation for soliciting purchases of, any of the Shares or the Warrants in violation of Regulation M under the Exchange Act or (c) paid or agreed to pay to any Person any compensation for soliciting another to purchase any other securities of the Company.

4.10 Restricted Securities. Each of the Purchaser and HoldCo understands that the Shares and the Warrants (as applicable) are being offered and sold to it in reliance upon specific exemptions from the registration requirements of the Securities Act and state securities laws and that the Company is relying upon the truth and accuracy of, and such party's compliance with, the representations, warranties, agreements, acknowledgments and understandings of the Purchaser and HoldCo set forth herein in order to determine the availability of such exemptions and the eligibility of the Purchaser and HoldCo to acquire the Shares and the Warrants, as applicable. Each of the Purchaser and HoldCo understands that, until such time as a registration statement has been declared effective or the Shares may be sold pursuant to Rule 144 under the Securities Act without any restriction as to the number of securities as of a particular date that can then be immediately sold, (a) the certificates evidencing the Warrants will bear a restrictive legend in substantially the form set forth in the form of Warrant attached as Exhibit B and (b) the certificates evidencing the Shares will bear a restrictive legend in substantially the following form:

"THE SECURITIES EVIDENCED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION. THE SECURITIES MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED EXCEPT PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OR PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT, IN EACH CASE IN ACCORDANCE WITH ALL APPLICABLE SECURITIES LAWS OF THE STATES AND OTHER JURISDICTIONS, AND IN THE CASE OF A TRANSACTION EXEMPT FROM REGISTRATION, UNLESS SUCH TRANSACTION DOES NOT REQUIRE REGISTRATION UNDER THE SECURITIES ACT AND SUCH OTHER APPLICABLE LAWS. THE TRANSFER OF THE SECURITIES EVIDENCED BY THIS CERTIFICATE IS SUBJECT TO CERTAIN RESTRICTIONS SET FORTH IN A COMMON STOCK PURCHASE AGREEMENT BETWEEN THE COMPANY AND THE PURCHASER OF SUCH SECURITIES. THE COMPANY AND ITS TRANSFER AGENT WILL NOT BE OBLIGATED TO RECOGNIZE OR GIVE EFFECT TO ANY TRANSFER MADE IN VIOLATION OF SUCH RESTRICTIONS. A COPY OF SUCH RESTRICTIONS MAY BE OBTAINED FROM THE COMPANY UPON WRITTEN REQUEST."

Each of the Purchaser and HoldCo understands that no federal or state agency or any other government or governmental agency has passed upon or made any recommendation or endorsement of the Shares or the fairness or suitability of the investment in the Shares nor have such authorities passed upon or endorsed the merits of the offering of the Shares.

4.11 Certain Transactions. Since the initial date the Purchaser and HoldCo were contacted by or on behalf of the Company regarding the offering of the Shares by the Company, none of the Purchaser, HoldCo or any of their respective Affiliates, nor any group of Persons of which the Purchaser, HoldCo or any of their respective Affiliates is a member, has established or increased, directly or indirectly, a put equivalent position, as defined in Rule 16(a)-1(h) under the Exchange Act, with respect to the Company's equity securities. Immediately prior to the entry into this Agreement, neither the Purchaser nor HoldCo is the Beneficial Owner of, or has the right to acquire, any Equity Securities.

4.12 Brokers and Finders. No brokerage or finder's fees or commissions are or will be payable by the Purchaser or HoldCo to any broker, financial advisor, finder, placement agent, investment banker with respect to the transactions contemplated by the Transaction Documents.

4.13 Sanctions. None of the Purchaser, HoldCo or any Person having a direct or indirect beneficial ownership interest in the Purchaser or HoldCo, or any director, officer, member or employee of the Purchaser, HoldCo or such Person, or any other Person acting for the benefit of or on behalf of the Purchaser or HoldCo in connection with this Agreement or any Transaction Document, is a Sanctioned Person. None of the proceeds paid to the Company by the Purchaser have been derived in violation of applicable Laws, including anti-money laundering laws, or from any activities, business or transaction with or involving any Sanctioned Person or Sanctioned Jurisdiction.

4.14 Anti-Corruption. None of the Purchaser, HoldCo or any director, officer, member or employee of the Purchaser or HoldCo, or other Person acting for the benefit of or on behalf of the Purchaser or HoldCo (in each case in their capacity as such) has, since January 1, 2017, taken any action that would cause any of the foregoing to be in violation of any applicable anti-bribery or anti-corruption Laws, including as applicable, the United States Foreign Corrupt Practices Act, the UK Bribery Act 2010, any other applicable anticorruption Laws or any applicable Laws relating to combatting money laundering, terrorism and/or other financial crime.

4.15 No Other Representations and Warranties. The representations and warranties set forth in the Services Agreement and this Section 4 are the only representations and warranties made by the Purchaser and HoldCo (as applicable) with respect to the transactions contemplated by this Agreement. The Purchaser and HoldCo acknowledge that, except as set forth in Section 3, neither the Company nor any director, officer, employee, agent or Representative of the Company makes any representation or warranty, either express or implied, concerning the Company, its Subsidiaries, the Shares, the Warrants or the transactions contemplated by this Agreement. Nothing in this Section 4.15 will affect the representations and warranties in the Services Agreement.

Section 5. Additional Agreements.

5.1 Confidentiality.

(a) Confidential Information. Except to the extent expressly authorized by this Agreement or otherwise agreed in writing by the parties, Recipient agrees that it shall keep confidential and shall not publish or otherwise disclose and shall not use for any purpose other than as expressly provided for in this Agreement any Confidential Information of Disclosing Party. Recipient may use Disclosing Party's Confidential Information only to the extent required to exercise its rights or fulfill its obligations under this Agreement or the Services Agreement. Recipient shall use at least the same standard of care as it uses to protect proprietary or confidential information of its own (but no less than reasonable care) to ensure that its employees, agents, consultants, contractors and other representatives do not disclose, or use in violation of the terms hereof, the Confidential Information of the Disclosing Party. Recipient shall promptly notify Disclosing Party in writing upon discovery of any unauthorized use or disclosure of the Confidential Information of Disclosing Party. Each party shall be responsible for any breach of this Section 5.1 by its respective Affiliates and Representatives and its and their respective employees, directors and officers, and such other Persons to which a Recipient provides Confidential Information of the Disclosing Party in accordance with Section 5.1(c)(ii) as if such Persons were a party to this Agreement. Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement shall prevent any disclosure permitted under the Services Agreement, including any such disclosure that includes any Confidential Information.

(b) Exceptions. The obligations of confidentiality and restriction on use under Section 5.1(a) shall not apply to any information that Recipient can prove by competent written evidence (a) is now, or hereafter becomes, through no act or failure to act on the part of Recipient, generally known or available to the public, (b) is known by Recipient at the time of receiving such information, as evidenced by its records, other than by previous disclosure of Disclosing Party, or its Affiliates or its or their employees, agents, consultants, or contractors, (c) is hereafter furnished to Recipient without restriction by a Third Party who has no obligation of confidentiality or limitations on use with respect thereto, as a matter of right or (d) is independently discovered or developed by Recipient without the use of, or access to, Confidential Information of Disclosing Party.

(c) Authorized Disclosure. Recipient may disclose Confidential Information of Disclosing Party to the extent expressly permitted by this Agreement, or if and to the extent such disclosure is reasonably necessary in the following instances:

(i) complying with applicable orders of courts or other Governmental Authorities, or in connection with Tax matters with Governmental Authorities; and

(ii) disclosure to potential and actual investors, acquirors, licensees and other financial or commercial partners solely for the purpose of evaluating or carrying out an actual or potential investment, acquisition or collaboration, in each case under written obligations of confidentiality and non-use at least as stringent as those herein.

Notwithstanding the foregoing, in the event Recipient is required to make a disclosure of Disclosing Party's Confidential Information pursuant to Section 5.1(c)(i), it shall, except where impracticable, give reasonable advance written notice to Disclosing Party of such disclosure and use efforts to secure confidential treatment of such Confidential Information at least as diligent as Recipient would use to protect its own confidential information, but in no event less than reasonable efforts. In any event, the parties agree to take all reasonable action to avoid disclosure of Confidential Information hereunder. Any information disclosed pursuant to Section 5.1(c)(i) shall remain Confidential Information and subject to the restrictions set forth in this Agreement, including the foregoing provisions of this Section 5.1.

(d) Publicity; Public Disclosures. The parties agree to consult with each other reasonably and in good faith with respect to the text and timing of any press releases or announcements relating to this Agreement, which shall be agreed in advance by the parties prior to the issuance thereof; *provided* that a party may not unreasonably withhold, condition or delay consent to such releases by more than five (5) Business Days and that either party may issue press releases or disclosures to the SEC or other applicable Governmental Authorities as it determines, based on advice of counsel, is reasonably necessary to comply with applicable Laws or the rules and regulations of any applicable stock exchange. Each party shall provide the other party with advance written notice of legally required disclosures to the extent practicable; *provided* that each party shall have the right to make such filings as it reasonably determines necessary under applicable Laws.

(e) Prior Confidentiality Agreement. As of the date hereof, the terms of this Section 5.1 shall supersede any prior non-disclosure, secrecy or confidentiality agreement between the parties (or their Affiliates) relating to the subject of this Agreement, including the Confidentiality Agreement; *provided, however*, that this Section 5.1 shall be in addition to, and not in limitation of, the confidentiality provisions of the Services Agreement. Any information disclosed pursuant to any such prior agreement shall be deemed Confidential Information for purposes of this Agreement.

(f) Equitable Relief. Given the nature of the Confidential Information and the competitive damage that a party would suffer upon unauthorized disclosure, use or transfer of its Confidential Information to any Third Party, the parties agree that monetary damages would not be a sufficient remedy for any breach of this Section 5.1. In addition to all other remedies, a party shall be entitled to specific performance and injunctive and other equitable relief as a remedy for any breach or threatened breach of this Section 5.1.

(g) Survival. The obligations and prohibitions contained in this Section 5.1 shall survive the expiration or termination of this Agreement for a period of seven (7) years; *provided* that, with respect to any Confidential Information that qualifies as a trade secret under applicable Laws, such obligations and prohibitions shall survive for so long as such Confidential Information qualifies as a trade secret under applicable Laws.

(h) Material Non-Public Information. Each of the Purchaser and HoldCo acknowledges that U.S. securities laws and other laws restrict any person who has material, non-public information concerning a company with publicly traded securities from purchasing or selling any of such securities, and from communicating such information to any person under circumstances in which it is reasonably foreseeable that such person is likely to purchase or sell such securities.

5.2 Transfer Restrictions.

(a) HoldCo covenants and agrees that it shall not and shall cause its Subsidiaries not to, at any time prior to the expiration of the Lock-Up Period, (i) offer, sell, assign, pledge, hypothecate or otherwise transfer (or enter into an obligation regarding, the future sale, assignment, pledge or transfer of) (a "Transfer") any interest in any of the Shares or the Warrants (other than in accordance with Section 6.6), (ii) create any Encumbrance over any of the Shares or the Warrants or (iii) enter into any derivative transaction, including any short sales, involving any security of a type referred to in clause (d) of the definition of "Beneficial Ownership" in Section 1.1 or any lending transaction, in either case of such derivative or lending transaction, that would have the same economic impact as a sale of any shares of Common Stock or disclose the intention to do any of the foregoing.

(b) Notwithstanding Section 5.2(a)(i), the Purchaser or HoldCo (as applicable) at any time (i) may tender the Shares or the Warrants into a tender or exchange offer made by a Third Party to holders of Common Stock generally and recommended by the Board of Directors that, if successful, would result in a Change of Control of a type referred to in clause (c) of the definition thereof with respect to the Company; *provided* that any Shares or Warrants not so tendered (or not ultimately purchased in such tender offer or exchange offer) will continue to be subject to the restrictions of this Section 5.2 and (ii) may transfer the Shares or Warrants in connection with a transaction that would result in a Change of Control of the type referred to in clause (a) of the definition thereof with respect to the Company.

(c) The Company may impose stop-transfer instructions to effectuate the provisions of this Section 5.2 and, until the end of the applicable Transfer restriction period or the Transfer of the Shares, the Warrants or Additional Shares in accordance with this Section 5.2, may, if applicable, stamp each certificate evidencing any of the Shares or Additional Shares with the legend set forth in Section 4.10.

(d) Notwithstanding anything in this Agreement to the contrary, except as otherwise provided in this Section 5.2 and Sections 5.11 and 6.6, the holders of the Shares, the Warrants or any Additional Shares acquired directly or indirectly from the Purchaser or HoldCo (as applicable) in accordance with the terms of this Agreement will not be entitled to any of the rights, or be subject to any of the obligations, of the parties set forth in this Agreement.

5.3 Board Representation.

(a) As soon as reasonably practicable following the date hereof (and, in any event, within thirty (30) days), the Company shall take all actions necessary to enlarge the Board of Directors by one member and appoint Dr. Jonathan Isaacsohn to the Board of Directors in accordance with Sections 5.3(b) and 5.3(c).

(b) For so long as (i) the Purchaser (together with its Affiliates) has Beneficial Ownership of a number of shares of Common Stock not less than the Closing Shares (as adjusted for any stock splits, stock dividends, recapitalizations or similar transactions) and (ii) there does not exist a Material Breach (each, a "Termination Event"), the Purchaser shall have the right to designate to the Board of Directors one individual; *provided, however*, that such individual must (A) be qualified to serve as a member of the Board of Directors under all applicable legal, regulatory and stock exchange requirements and (B) agree to comply with all of the Company's policies and rules applicable to the Company's directors (clauses (A) and (B) together, the "Director Requirements").

(c) Prior to designating any director, the Purchaser shall, to the extent requested in writing by the Company, enter into a written agreement with such director whereby such director agrees to resign as a member of the Board of Directors upon a Termination Event or at the Purchaser's request, as applicable. The Purchaser acknowledges and agrees that such an agreement is in the best interest of the Company and the Purchaser, and that the Company shall be a third-party beneficiary of the terms and conditions of such an agreement, and the Company shall have the right to enforce the rights of the Purchaser under such an agreement to the extent such rights arise as a result of a Termination Event.

(d) For so long as the Purchaser is entitled to designate any individual to the Board of Directors pursuant to this Section 5.3 and subject to the Director Requirements, the Company shall take all action reasonably available to it to cause such individual (or any replacement designated by the Purchaser) to be included in the slate of nominees recommended by the Board of Directors to the Company's stockholders for election as directors at each annual meeting of the stockholders of the Company (and/or in connection with any election by written consent) and the Company shall use the same efforts to cause the election of such nominee as it uses to cause other nominees recommended by the Board of Directors to be elected, including soliciting proxies in favor of the election of such nominee.

(e) In the event that a vacancy is created at any time by the death, disability, retirement, resignation or removal (with or without cause) of a director nominated or designated pursuant to this Section 5.3, or in the event of the failure of any such nominee to be elected, the Purchaser shall have the right to designate a replacement who satisfies the Director Requirements to fill such vacancy, or, if applicable, the Company shall take all necessary action to expand the Board of Directors by one seat and such vacancy shall then be filled by such replacement designated by the Purchaser. The Company shall take all action reasonably available to it to cause such vacancy to be filled by the replacement so designated, and the Board of Directors shall promptly elect such designee to the Board of Directors.

5.4 Board Recommendation. As soon as reasonably practicable following the date hereof (and, in any event, within thirty (30) days), the Company shall propose to the Board of Directors (and the Nominating and Corporate Governance Committee thereof) that the Board of Directors consider in good faith, upon his appointment as a director in accordance with Section 5.3(a), the possible appointment of Dr. Jonathan Isaacsohn as Chairperson of the Board of Directors.

5.5 Board Observer. For so long as the Purchaser is entitled to designate a director under Section 5.3, the Purchaser will have the right to designate a representative (the "Board Observer"), initially to be Dr. August Troendle, to act as a non-voting observer of meetings of the Board of Directors with the right to receive notice of and attend or otherwise participate in all meetings of the Board of Directors and to receive all information furnished to the Company's directors at the same time as it is so furnished; *provided* that (a) the Board of Directors will have the right to approve the Board Observer (such approval not to be unreasonably withheld, conditioned or delayed), provided that Dr. August Troendle is hereby deemed approved, and (b) the Board of Directors may exclude the Board Observer from such portions of any meeting where the Board of Directors reasonably determines that such exclusion is necessary to preserve attorney-client privilege or to avoid a conflict of interest. The Purchaser, in consideration of its

attendance and participation at such meetings, hereby agrees to cause the Board Observer to be bound by and comply with the Company's confidentiality, trading windows and black-out policies applicable to insiders and others receiving the Company's confidential and proprietary information in the forms provided to the Purchaser prior to the date hereof, as amended from time to time (*provided* that no such policies shall restrict the Board Observer from making disclosures of information to the Purchaser and its Affiliates, it being understood that any information so disclosed will be subject to Section 5.1).

5.6 Shelf Registration Rights.

(a) *Filing*. The Company agrees that it shall file a Registration Statement on Form S-3 (the "Shelf Registration Statement") covering the resale of the Registrable Securities, on a delayed or continuous basis, as soon as practicable after the expiration of the Lock-Up Period, and the Company shall use its commercially reasonable efforts to cause such Shelf Registration Statement to become effective not later than thirty (30) calendar days after the expiration of the Lock-Up Period (or sixty (60) calendar days after the expiration of the Lock-Up Period, if the SEC informs the Company that it will "review" the Shelf Registration Statement). The Company shall maintain such Shelf Registration Statement in accordance with the terms of this Agreement, and shall prepare and file with the SEC such amendments, including post-effective amendments, and supplements as may be necessary to keep such Shelf Registration Statement continuously effective, available for use and in compliance with the provisions of the Securities Act until such time as of which all Shares registered by such Shelf Registration Statement have been sold or cease to be Registrable Securities. The Company shall also use its commercially reasonable efforts to file any replacement or additional Shelf Registration Statement and use commercially reasonable efforts to cause such replacement or additional Shelf Registration Statement to become effective prior to the expiration of the initial Shelf Registration Statement filed pursuant to this Section 5.6(a).

(b) *Suspension of Filing or Registration*. If the Company shall furnish to the Purchaser and HoldCo a certificate, signed by a senior executive of the Company, stating that the filing, effectiveness or continued use of any Shelf Registration Statement would require the Company to make an Adverse Disclosure, then the Company shall be entitled to delay the filing or effectiveness of such Shelf Registration Statement or, in the case of a Shelf Registration Statement that has been declared effective, to suspend the use by the Purchaser and HoldCo of such Shelf Registration Statement (in each case, a "Shelf Suspension") for the shortest period of time determined in good faith by the Company to be necessary for such purpose; *provided, however*, that the Company shall not be permitted to effect a Shelf Suspension pursuant to this Section 5.6(b) for more than ninety (90) consecutive calendar days or more than one hundred and twenty (120) total calendar days during any twelve (12)-month period. The Purchaser and HoldCo shall keep confidential the fact that a Shelf Suspension is in effect, the certificate referred to above and its contents for the permitted duration of the Shelf Suspension or until otherwise notified by the Company. In the case of a Shelf Suspension that occurs after the effectiveness of the applicable Shelf Registration Statement, the Purchaser and HoldCo agree to suspend use of the applicable Prospectus for the permitted duration of such Shelf Suspension in connection with any sale or purchase of, or offer to sell or purchase, Shares, upon receipt of the certificate referred to above. The Company shall notify the Purchaser and HoldCo upon the termination of any Shelf Suspension, and (i) in the case of a Shelf Registration Statement that has not been declared effective, shall promptly use its

commercially reasonable efforts to have such Shelf Registration Statement declared effective under the Securities Act and (ii) in the case of an effective Shelf Registration Statement, shall amend or supplement the Prospectus, if necessary, so it does not contain any material misstatement or omission prior to the expiration of the Shelf Suspension and furnish to the Purchaser such numbers of copies of the Prospectus as so amended or supplemented as the Purchaser may reasonably request.

(c) *Shelf Take-Downs*. Subject to the terms and provisions of this Section 5, following the expiration of the Lock-Up Period, the Purchaser or HoldCo (each, an "Initiating Party") may (for itself and/or on behalf of HoldCo) initiate a Shelf Take-Down that shall be specified in the written demand delivered by the Purchaser to the Company pursuant to the provisions of this Section 5.6(c).

(i) The Initiating Party may elect in a written demand delivered to the Company (a "Shelf Take-Down Notice") for any Shelf Take-Down (a "Shelf Take- Down"), and the Company shall, if so requested, file and effect an amendment or supplement of the Shelf Registration Statement for such purpose as soon as reasonably practicable; *provided, however*, that the Company shall not be obligated to effect any such Shelf Take-Down pursuant to this Section 5.6(c)(i) unless the aggregate offering price of the Shares covered by such registration shall be reasonably expected to exceed $40,000,000 (after deduction of underwriting discounts and commissions), in the case of any marketed Shelf Take-Down.

(ii) The Initiating Party may elect in a Shelf Take-Down Notice for a Shelf Take-Down in the form of a "over-night deal" or no-roadshow "block trade" where pricing is expected to occur within a limited time frame after such initiation, and the Company shall, if so requested, file and effect an amendment or supplement of the Shelf Registration Statement for such purpose as soon as practicable; *provided, however*, that the Company shall not be obligated to effect any such Shelf Take-Down pursuant to this Section 5.6(c)(ii) unless the aggregate offering price of the Shares covered by such registration shall be reasonably expected to exceed $25,000,000 (after deduction of underwriting discounts and commissions).

(iii) Each of the Purchaser and HoldCo, individually, may not demand more than one (1) Shelf Take-Down pursuant to this Section 5.6(c) in any twelve (12) month period, with at least ninety (90) days between any such demands. The Company shall not be obligated to effect more than one (1) marketed Shelf Take- Down, and the Company will also not be obligated to effect any Shelf Take-Down during a Management Blackout Period.

(iv) The Initiating Party shall have the right to select the Managing Underwriter or Underwriters to administer such Shelf Take-Down; *provided* that such Managing Underwriter or Underwriters shall be reasonably acceptable to the Company; *provided, however*, that the Company shall have the right to select a co- Managing Underwriter in the case of any marketed Shelf Take-Down; *provided* that such co-Managing Underwriter shall be reasonably acceptable to the Purchaser.

(v) With respect to any Shelf Take-Down, the right of the Purchaser and HoldCo, as applicable, to participate in such Shelf Take-Down shall be conditioned upon (i) the Purchaser's and HoldCo's (as applicable) participation in such underwriting and the inclusion of the Purchaser's and/or HoldCo's Shares in the Underwritten Offering pursuant to Section 5.10 and (ii) the Purchaser's and HoldCo's (as applicable) entry into a customary lock-up agreement with the Underwriter(s) during the ninety (90)-day period (or such shorter time agreed to by the Managing Underwriters) beginning on the date of pricing of such offering. The Company, on the one hand, and the Purchaser and/or HoldCo (as applicable), on the other hand, shall enter into an underwriting agreement in customary form with the Underwriter or Underwriters selected in accordance with Section 5.6(c)(iv). Notwithstanding any other provision of this Section 5.6, if the Managing Underwriter(s) advise the Company in writing that in their opinion the number of Registrable Securities requested to be included in the registration creates a substantial risk that the price per share of securities offered thereby will be reduced, then the Managing Underwriter(s) and the Company may exclude securities (including Registrable Securities) from the Shelf Take-Down, and the number of securities that may be included in such registration shall include: (1) first, any Equity Securities that the Initiating Party proposes to sell; (2) second, to the extent that the number of securities does not exceed the Underwriters' limitation under clause (1), any other securities, if any, included in such registration by the Company; and (3) third, to the extent that the number of securities does not exceed the Underwriters' limitation under clauses (1) and (2), any other securities, if any, requested to be included in such registration to be allocated *pro rata* among the holders thereof, or in the case of clauses (2) and (3), such other formulation as to comply with each of the Rights Agreements.

5.7 Right to Piggyback. Following the expiration of the Lock-Up Period, whenever the Company proposes to register any of its Common Stock under the Securities Act for its own account or otherwise and the registration form to be used may be used for the registration of Equity Securities (each, a "Piggyback Registration") (except for registrations on Form S-8 or Form S-4 or any successor form thereto, or any "over-night deal" or no-roadshow "block trade" initiated by the Company), the Company shall give reasonably prompt written notice to the Purchaser and HoldCo of its intention to effect such Piggyback Registration and will use commercially reasonable efforts to include in such registration all Registrable Securities (in accordance with the priorities set forth in Sections 5.7(a) and 5.7(b) below) with respect to which the Company has received written requests for inclusion specifying the number of Equity Securities desired to be registered, which request shall be delivered within ten (10) days after the delivery of the Company's notice. The Company may postpone or withdraw the filing or the effectiveness of a Piggyback Registration at any time in its sole discretion.

(a) *Priority on Primary Registrations*. If a Piggyback Registration is an underwritten primary offering on behalf of the Company and the Managing Underwriter(s) advise the Company in writing that in their opinion the number of Equity Securities requested to be included in the registration creates a substantial risk that the price per share of the primary securities will be reduced or that the amount of the primary securities intended to be included on behalf of the Company will be reduced, then the Managing Underwriter(s) and the Company may exclude

securities (including Registrable Securities) from the registration and the underwriting, and the number of securities that may be included in such registration and underwriting shall include: (1) first, any Equity Securities that the Company proposes to sell; and (2) second, to the extent that the number of securities does not exceed the Underwriters' limitation under clause (1), any other securities, if any, requested to be included in such registration to be allocated *pro rata* among the holders thereof, or in the case of clause (2), such other formulation as to comply with each of the Rights Agreements.

(b) *Priority on Secondary Registrations*. If a Piggyback Registration is an underwritten secondary offering on behalf of any entity (other than the Company or Purchaser) and the Managing Underwriter(s) advise the Company in writing that in their opinion the number of securities requested to be included in the registration creates a substantial risk that the price per share of securities offered thereby will be reduced, then the Managing Underwriter(s) and the Company may exclude securities (including Registrable Securities) from the registration and the underwriting, and the number of securities that may be included in such registration and underwriting shall include the following priority: (1) first, the securities requested to be included therein by the initiating party or parties, and (2) second, to the extent that the number of shares of Common Stock does not exceed the Underwriters' limitation under clause (1), any other shares of Common Stock, if any, requested to be included in such registration (including the Company) to be allocated *pro rata* among the holders thereof, or in the case of clause (2), such other formulation as to comply with each of the Rights Agreements.

(c) *Selection of Underwriters*. In connection with any Piggyback Registration, the Company will have such right to select the Managing Underwriter(s) in respect of such offering in its sole discretion.

(d) *Payment of Expenses for Piggyback Registrations*. The Company will pay only its own Registration Expenses with respect to the Piggyback Registrations under this Section 5.7.

(e) *Right to Terminate Registration*. The Company shall have the right to terminate or withdraw any registration initiated by it under this Section 5.7 whether or not the Purchaser or HoldCo has elected to include securities in such registration. Should the Purchaser or HoldCo request a withdrawal of a demand under this Section 5.7, the Purchaser and HoldCo shall be responsible for the expenses incurred, unless the withdrawal counts as one of the two allowable demands under Section 5.6(c).

5.8 Company Procedures. Whenever required under this Section 5 to effect the Registration of any Registrable Securities, the Company shall use its commercially reasonable efforts to, as expeditiously as reasonably possible:

(a) prepare and file with the SEC a Registration Statement with respect to such Registrable Securities and use its commercially reasonable efforts to cause such Registration Statement to become effective and remain effective until all Registrable Securities covered by such Registration Statement have been sold or cease to be Registrable Securities;

(b) prepare and file with the SEC such amendments, post-effective amendments and supplements to such Registration Statement and the Prospectus used in connection with such Registration Statement as may be necessary to keep such Registration Statement effective and to comply with the provisions of the Securities Act with respect to the disposition of all securities covered by such Registration Statement in accordance with the intended methods of disposition by sellers thereof set forth in such Registration Statement;

(c) in the event of any Underwritten Offering, enter into and perform its obligations under an underwriting agreement, in usual and customary form, with the Managing Underwriter(s) of such offering; the Purchaser, HoldCo and any other parties participating in such underwriting shall also enter into and perform its obligations under such an agreement;

(d) notify the Purchaser and HoldCo as soon as reasonably possible after notice thereof is received by the Company of any written comments by the SEC or any request by the SEC or any other federal or state Governmental Authority for amendments or supplements to such Registration Statement or such Prospectus or for additional information;

(e) notify the Purchaser and HoldCo at any time when a Prospectus relating thereto is required to be delivered under the Securities Act, of the happening of any event as a result of which the Prospectus included in such Registration Statement, as then in effect, includes a material misstatement or omission;

(f) notify the Purchaser and HoldCo as soon as reasonably practicable after notice thereof is received by the Company of the issuance by the SEC of any stop order suspending the effectiveness of such Registration Statement or any order by the SEC or any other regulatory authority preventing or suspending the use of any preliminary or final Prospectus or the initiation or threatening of any proceedings for such purposes, or any notification with respect to the suspension of the qualification of the Equity Securities for offering or sale in any jurisdiction or the initiation or threatening of any proceeding for such purpose;

(g) use its commercially reasonable efforts to prevent the issuance of any stop order suspending the effectiveness of any Registration Statement or of any order preventing or suspending the use of any preliminary or final Prospectus and, if any such order is issued, to obtain the withdrawal of any such order as soon as practicable;

(h) in the case of an Underwritten Offering, make available for inspection by the Underwriter participating in any distribution pursuant to such Registration, and any attorney, accountant or other agent retained by the Underwriter, all financial and other records, pertinent corporate documents and properties of the Company, as such parties may reasonably request, and cause the Company's officers, directors and employees to supply all information reasonably requested by the Underwriter, attorney, accountant or agent in connection with such Registration Statement;

(i) use its commercially reasonable efforts to register or qualify, and cooperate with the Underwriters, if any, and their respective counsel, in connection with the Registration or qualification of such Equity Securities for offer and sale under the "Blue Sky" or securities laws of each state and other jurisdiction of the United States as the Underwriters, if any, or their respective counsel reasonably request in writing, and do any and all other things reasonably necessary or advisable to keep such Registration or qualification in effect; *provided* that the Company shall not be required to qualify generally to do business in any jurisdiction where it is not then so qualified or take any action which would subject it to taxation or service of process in any such jurisdiction where it is not then so subject;

(j) in the case of an Underwritten Offering, obtain for delivery to the Underwriters an opinion or opinions from counsel for the Company, dated the date of the closing under the underwriting agreement, in customary form, scope and substance, which opinions shall be reasonably satisfactory to the Underwriters, as the case may be, and their counsel;

(k) in the case of an Underwritten Offering, obtain for delivery to the Underwriters a cold comfort letter from the Company's independent certified public accountants in customary form and covering such matters of the type customarily covered by cold comfort letters as the Managing Underwriter or Underwriters reasonably request, dated the date of execution of the underwriting agreement and brought down to the closing under the underwriting agreement;

(l) use its commercially reasonable efforts to list the Registrable Securities that are covered by such Registration Statement with any securities exchange or automated quotation system on which the Common Stock of the Company is then listed;

(m) provide and cause to be maintained a transfer agent and registrar for all Registrable Securities covered by the applicable Registration Statement from and after a date not later than the effective date of such Registration Statement;

(n) in the case of an Underwritten Offering that is marketed, cause the senior executive officers of the Company to participate in the customary "road show" presentations that may be reasonably requested by the Underwriters and otherwise to facilitate, cooperate with and participate in each proposed offering contemplated herein and customary selling efforts related thereto; and

(o) otherwise, in good faith, reasonably cooperate with, and take such customary actions as may reasonably be requested by, the Purchaser or HoldCo, in connection with such Registration.

5.9 Indemnity.

(a) The Company will, and does hereby undertake to, indemnify and hold harmless the Purchaser, HoldCo and each of the Purchaser's and HoldCo's officers, directors, trustees, employees, partners, managers, members, equityholders, beneficiaries, affiliates and agents and each Person, if any, who controls the Purchaser or HoldCo, within the meaning of either Section 15 of the Securities Act or Section 20 of the Exchange Act, with respect to any Registration, qualification, compliance or sale effected pursuant to this Section 5, and each Underwriter, if any, and each Person who controls any Underwriter, of the Registrable Securities held by or issuable to the Purchaser or HoldCo, against all claims, losses, damages and liabilities (or actions in respect thereto) to which they may become subject under the Securities Act, the Exchange Act, or other federal or state law arising out of or based on any untrue statement (or alleged untrue statement) of a material fact contained in any prospectus, offering circular, free writing prospectus or other similar document (including any related Registration Statement, notification, or the like) incident to any such Registration, qualification, compliance or sale effected pursuant to this Section 5, or

based on any omission (or alleged omission) to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading in light of the circumstances in which they were made and will reimburse, as incurred, the Purchaser and HoldCo (as applicable), each such Underwriter and each such director, officer, trustee, employee, partner, manager, member, equityholder, beneficiary, affiliate, agent and controlling person, for any legal and any other expenses reasonably incurred in connection with investigating or defending any such claim, loss, damage, liability or action; *provided* that the Company will not be liable in any such case to the extent that any such claim, loss, damage, liability or expense arises out of or is based on any untrue statement or omission made in reliance and in conformity with written information furnished to the Company by the Purchaser or HoldCo or Underwriter expressly for use therein.

(b) The Purchaser does hereby undertake to indemnify and hold harmless the Company, each of its officers, directors, employees, equityholders, affiliates and agents and each Person, if any, who controls the Company within the meaning of either Section 15 of the Securities Act or Section 20 of the Exchange Act, each Underwriter, if any, and each Person who controls any Underwriter, of the Company's Registrable Securities covered by such a Registration Statement, against all claims, losses, damages and liabilities (or actions in respect thereof) arising out of or based on any untrue statement (or alleged untrue statement) of a material fact contained in any such Registration Statement, prospectus, offering circular, free writing prospectus or other document, or any omission (or alleged omission) to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading in light of the circumstances in which they were made, and will reimburse, as incurred, the Company, each such Underwriter, and each such officer, director, trustee, employee, partner, equityholder, beneficiary, affiliate, agent and controlling person of the foregoing, for any legal or any other expenses reasonably incurred in connection with investigating or defending any such claim, loss, damage, liability or action, in each case to the extent, but only to the extent, that such untrue statement (or alleged untrue statement) or omission (or alleged omission) was made in such Registration Statement, prospectus, offering circular, free writing prospectus or other document, in reliance upon and in conformity with written information that (i) relates to the Purchaser in its capacity as a selling security holder and (ii) was furnished to the Company by the Purchaser expressly for use therein.

(c) HoldCo does hereby undertake to indemnify and hold harmless the Company, each of its officers, directors, employees, equityholders, affiliates and agents and each Person, if any, who controls the Company within the meaning of either Section 15 of the Securities Act or Section 20 of the Exchange Act, each Underwriter, if any, and each Person who controls any Underwriter, of the Company's Registrable Securities covered by such a Registration Statement, against all claims, losses, damages and liabilities (or actions in respect thereof) arising out of or based on any untrue statement (or alleged untrue statement) of a material fact contained in any such Registration Statement, prospectus, offering circular, free writing prospectus or other document, or any omission (or alleged omission) to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading in light of the circumstances in which they were made, and will reimburse, as incurred, the Company, each such Underwriter, and each such officer, director, trustee, employee, partner, equityholder, beneficiary, affiliate, agent and controlling person of the foregoing, for any legal or any other expenses reasonably incurred in connection with investigating or defending any such claim, loss, damage, liability or action, in each case to the extent, but only to the extent, that such untrue statement (or alleged untrue statement) or omission (or alleged omission) was made in such Registration Statement, prospectus, offering circular, free writing prospectus or other document, in reliance upon and in conformity with written information that (i) relates to HoldCo in its capacity as a selling security holder and (ii) was furnished to the Company by HoldCo expressly for use therein.

(d) Each party entitled to indemnification under this Section 5.9 (the "Indemnified Party") shall give notice to the party required to provide such indemnification (the "Indemnifying Party") of any claim as to which indemnification may be sought promptly after such Indemnified Party has actual knowledge thereof, and shall permit the Indemnifying Party to assume the defense of any such claim or any litigation resulting therefrom; *provided* that counsel for the Indemnifying Party, who shall conduct the defense of such claim or litigation, shall be subject to approval by the Indemnified Party (whose approval shall not be unreasonably withheld) and the Indemnified Party may participate in such defense at the Indemnifying Party's expense if representation of such Indemnified Party would be inappropriate due to actual or potential differing interests between such Indemnified Party and any other party represented by such counsel in such proceeding; and *provided*, *further*, that the failure of any Indemnified Party to give notice as provided herein shall not relieve the Indemnifying Party of its obligations under this Section 5.9, except to the extent that such failure to give notice materially prejudices the Indemnifying Party in the defense of any such claim or any such litigation. An Indemnifying Party, in the defense of any such claim or litigation, may, without the consent of each Indemnified Party, consent to entry of any judgment or enter into any settlement that (i) includes as a term thereof the giving by the claimant or plaintiff therein to such Indemnified Party of an unconditional release from all liability with respect to such claim or litigation and (ii) does not include any recovery (including any statement as to or an admission of fault, culpability or a failure to act by or on behalf of such Indemnified Party) other than monetary damages, and *provided*, that any sums payable in connection with such settlement are paid in full by the Indemnifying Party.

(e) In order to provide for just and equitable contribution in case indemnification is prohibited or limited by law, the Indemnifying Party, in lieu of indemnifying such Indemnified Party, shall contribute to the amount paid or payable by such Indemnified Party as a result of such losses, claims, damages or liabilities in such proportion as is appropriate to reflect the relative fault of the Indemnifying Party and Indemnified Party in connection with the actions which resulted in such losses, claims, damages or liabilities, as well as any other relevant equitable considerations. The relative fault of such Indemnifying Party and Indemnified Party shall be determined by reference to, among other things, whether any action in question, including any untrue or alleged untrue statement of material fact or omission or alleged omission to state a material fact, has been made by, or relates to information supplied by, such Indemnifying Party or Indemnified Party, and such Person's relative intent, knowledge, access to information and opportunity to correct or prevent such actions; *provided, however*, that, in any case, (i) the Purchaser and HoldCo will not be required to contribute any amount in excess of the net proceeds after underwriting discounts and commissions received by the Purchaser and HoldCo upon the sale of the Equity Securities giving rise to such contribution obligation and (ii) no Person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) will be entitled to contribution from any Person who was not guilty of such fraudulent misrepresentation.

5.10 Information by the Purchaser and HoldCo. Each of the Purchaser and HoldCo shall furnish to the Company such information regarding itself and proposed distribution as the Company may reasonably request in writing and as shall be required in connection with any Registration, qualification or compliance referred to in this Section 5. Each of the Purchaser and HoldCo agrees, if requested in writing by the Company, to represent to the Company the total number of Equity Securities held in order for the Company to make determinations under this Agreement. Notwithstanding anything to the contrary contained in this Agreement, if either the Purchaser and HoldCo does not provide the Company with information requested pursuant to this Section 5.10, the Company may exclude the Purchaser's or HoldCo's (as applicable) Equity Securities from the applicable Registration Statement or Prospectus if the Company determines in good faith, based on the advice of outside counsel, that such information is necessary to effect the Registration and the Purchaser or HoldCo, as applicable, continues thereafter to withhold such information. No Person may participate in any Underwritten Offering of Equity Securities of the Company pursuant to a Registration under this Agreement unless such Person completes and executes all customary questionnaires, powers of attorney, custody agreements, indemnities, lock-up agreements, underwriting agreements and other customary documents as may be reasonably required under the terms of such underwriting arrangements. Subject to the minimum thresholds set forth in Section 5.6(c) the exclusion of the Purchaser's or HoldCo's, as applicable, Equity Securities as a result of this Section 5.10 shall not affect the registration of the other Registrable Securities to be included in such Registration.

5.11 Standstill Restrictions.

(a) During the Lock-Up Period, HoldCo covenants and agrees that, unless invited in writing with the approval of a majority of the whole Board of Directors, it shall not and shall cause its Subsidiaries not to, directly or indirectly:

(i) acquire, offer to acquire or agree to acquire, by purchase or otherwise, any Equity Securities (other than the Shares, the Warrants, the Additional Shares acquired in accordance with Section 5.11(c), any shares of Common Stock or other Equity Securities issued by the Company with respect to the Shares or Additional Shares pursuant to any stock dividend, stock split or other recapitalization or reclassification of the Common Stock or pursuant to any shareholder rights or similar plan or any shares of Common Stock or other Equity Securities issued by the Company pursuant to the Transaction Documents) or any other security, including any cash-settled option or other derivative security, that transfers all or any portion of the economic benefits or risks of the ownership of Equity Securities to the Purchaser, HoldCo or any of their respective controlled Affiliates;

(ii) make any statement or proposal to the Company or any of the Company's stockholders regarding, or make any public announcement, proposal or offer (including any "solicitation" of "proxies" as such terms are defined or used in Regulation 14A of the Exchange Act) with respect to, or otherwise solicit or effect, or seek or offer or propose to effect (whether directly or indirectly, publicly or otherwise) (A) any business combination, merger, tender offer, exchange offer or similar transaction involving the Company or any of its Subsidiaries, including any Change of Control, (B) any restructuring, recapitalization, liquidation, dissolution or similar transaction involving the Company or any of its Subsidiaries, including any divestiture, break-up or spinoff, or (C) any acquisition of any of the Company's or its Subsidiary's equity securities or rights or options to acquire interests in the Company's or its Subsidiary's equity securities;

(iii) negotiate, have any discussions or act in concert with, or advise or knowingly finance, assist or encourage, any other Person in connection with any of the actions set forth in clauses (i) and (ii) above, or otherwise form, join or participate in a group (other than a group comprised solely of HoldCo and its Subsidiaries) with respect to any Equity Securities in connection with any of the actions set forth in clauses (i) or (ii) above;

(iv) request, call or seek to call a meeting of the stockholders of the Company, nominate any individual for election as a director of the Company at any meeting of stockholders of the Company, submit any stockholder proposal (pursuant to Rule 14a-8 promulgated under the Exchange Act or otherwise) to seek representation on the Board of Directors or any other proposal to be considered by the stockholders of the Company, or publicly recommend that any other stockholder vote in favor of, or otherwise publicly comment favorably about, or solicit votes or proxies for, any such nomination or proposal submitted by another stockholder of the Company, or otherwise publicly seek to control or influence the Board of Directors, management or policies of the Company;

(v) deposit any shares of the voting stock of the Company in a voting trust or similar arrangement or subject any shares of voting stock of the Company to any voting agreement, pooling arrangement or similar arrangement;

(vi) take any action which would reasonably be expected to require the Company or any of its Affiliates to make a public announcement regarding any of the actions set forth in this Section 5.11(a); or

(vii) request that the Company, directly or indirectly, amend, waive or terminate any provision of this Section 5.11(a) (including this sentence), unless and until the Person seeking such amendment, waiver or termination has received the prior written invitation or approval of the Company.

(b) Notwithstanding Section 5.11(a), if (i) the Company enters into a binding definitive agreement with any third party providing for a Change of Control or (ii) any Person or group (other than the Purchaser or any of its Affiliates) announces a proposal providing for a Change of Control and the Board of Directors has publicly recommended such proposal, then the provisions of Section 5.11(a) will terminate solely to the extent necessary to facilitate a public or private offer by the Purchaser or its Affiliates to acquire directly or indirectly at least a majority of the outstanding shares of common stock of the Company or all or substantially all of the Company's assets. Furthermore, nothing in this Agreement shall be construed to prohibit Purchaser or its Affiliates from submitting to the Chairperson of the Board of Directors of the Company (or, if no Chairperson shall then be sitting, another member of the Board of Directors) one or more confidential proposals or offers for a potential transaction (including a Change of Control transaction) with the Company (as long as such confidential offer or proposal is made in a manner

that would not reasonably be expected to require the Purchaser, HoldCo or the Company to make a public announcement regarding such confidential proposal or offer); *provided* that, except as otherwise permitted by the first sentence of this Section 5.11(b) (in which case the limitation in this sentence shall not apply), prior to submitting any such written confidential proposal or offer during the Lock-Up Period relating to any Change of Control transaction, the Purchaser or its Affiliate will advise the Company of its intention and will refrain from submitting such proposal or offer if affirmatively so requested by the Company based on action by its Board of Directors. The Board of Directors will have the sole and absolute discretion whether to accept any such proposal or offer.

(c) Notwithstanding Section 5.11(a)(i), the Purchaser and its consolidated Subsidiaries will be entitled to purchase, subject to compliance with applicable Laws, from time to time in one or more transactions, in the open market or in privately negotiated transactions with holders of outstanding shares of common stock of the Company, additional shares of common stock of the Company (any such shares so acquired, the "Additional Shares"); *provided* that, when taken together with all other shares of common stock of the Company Beneficially Owned by the Purchaser and its Affiliates at the time such transaction is consummated, such purchase will not as of the time of such purchase result in the Purchaser and its Affiliates being the Beneficial Owner of more than 35.00% of the aggregate number of shares of common stock of the Company outstanding, as reported in the most recent report filed by the Company with the SEC containing such information as of such time.

5.12 Reporting Obligations. With a view to making available to the Purchaser and HoldCo the benefits of Rule 144 under the Securities Act or any other similar rule or regulation of the SEC that may at any time permit the Purchaser to sell securities of the Company to the public without registration, the Company agrees, so long as the Purchaser or HoldCo owns Registrable Securities, to make and keep adequate current public information available, as those terms are understood and defined in Rule 144 and to promptly furnish the Purchaser with true and complete copies of all such filings; *provided* that any documents publicly filed or furnished with the SEC pursuant to EDGAR shall be deemed to have been furnished or delivered to the Purchaser pursuant to this Section 5.12. Following the expiration of the Lock-Up Period, the Company further covenants that it shall take such further and customary action as Purchaser or HoldCo may reasonably request, all to the extent required from time to time to enable Purchaser or HoldCo to sell shares of Common Stock held by such party without registration pursuant to Rule 144 under the Securities Act (or any successor rule then in effect). Upon the request of Purchaser, the Company shall deliver to Purchaser or HoldCo (as applicable) a written certification of a duly authorized officer as to whether it has complied with the reporting and or disclosure provisions of Rule 144, the Securities Act and the Exchange Act.

5.13 Nasdaq Listing. For so long as a prospectus is required under the Securities Act to be delivered in connection with any sale of the Shares, the Company shall use commercially reasonable efforts to continue the listing and trading of its Common Stock on The Nasdaq Capital Market or the New York Stock Exchange and, in accordance therewith, will use commercially reasonable efforts to comply in all respects with the Company's reporting, filing and other obligations under the bylaws or rules of such market or exchange, as applicable.

5.14 Removal of Legends. Following the expiration of the Lock-Up Period and subject to receipt by the Company of customary representations and other documentation reasonably acceptable to the Company in connection therewith, upon the earlier of such time as the Shares (a) have been sold or transferred pursuant to an effective registration statement, (b) such time as the Shares have been sold pursuant to Rule 144 under the Securities Act, or (c) are eligible for resale without any restriction (volume or otherwise) pursuant to Rule 144 under the Securities Act or any successor provision, the Company shall cause the Transfer Agent to timely remove any restrictive legends related to the book-entry account holding such Shares and make a new, unlegended entry for such book-entry Shares sold or disposed of without restrictive legends, including, if necessary, causing its counsel to deliver to the Transfer Agent one or more opinions to the effect that the removal of such legends in such circumstances may be effected under the Securities Act. Shares subject to legend removal hereunder shall, unless otherwise directed by the Purchaser, be transmitted by the Transfer Agent to the Purchaser or HoldCo, as applicable, by crediting the account of such party's prime broker with the Depository Trust Company System (DTC) as directed by such party. The Company shall be responsible for all fees (with respect to its Transfer Agent, counsel, DTC or otherwise) associated with such issuance.

5.15 Additional Cooperation. The Purchaser and HoldCo will cooperate with the Company with respect to providing such reasonable information and access to the Purchaser's, HoldCo's and their respective Subsidiaries' employees and the employees of their independent accountants as is reasonably necessary for the Company to comply on a timely basis with its disclosure and reporting obligations under the Exchange Act and the Securities Act including any such obligations arising out of a registration (or other offering) of any securities of the Company, including any registration of Common Stock in connection with the consummation of the transactions contemplated by this Agreement. Such cooperation will include making appropriate officers of the Purchaser, HoldCo and their respective Subsidiaries available for any reasonable and customary due diligence efforts with respect to any registration (or other offering) of the Company's securities and using reasonable efforts to cause the Purchaser's and HoldCo's independent accountants to participate in any reasonable and customary due diligence activities (including providing a customary "comfort letter," if appropriate) with respect to any registration (or other offering) of the Company's securities. The Company will pay all reasonable and documented out-of-pocket fees, costs and expenses incurred by the Purchaser, HoldCo or their respective directors, officers, partners, members, agents, counsels, accountants, advisers, representatives or directors relating to their performance of this Section 5.15.

Section 6. Miscellaneous.

6.1 Fees and Expenses. Except as set forth in the Transaction Documents, each party will pay its own direct and indirect expenses incurred by it in connection with the preparation and negotiation of this Agreement and the consummation of the transactions contemplated by this Agreement, including all fees and expenses of its advisors and representatives.

6.2 Notices. All notices, requests, consents and other communications under this Agreement to any party must be in writing and are deemed duly delivered when (a) delivered if delivered personally or by nationally recognized overnight courier service (costs prepaid), (b) transmitted via email (including via attached .pdf document) to the email address set out below or (c) received or rejected by the addressee, if sent by United States of America certified or registered mail, return receipt requested; in each case to the following addresses or email of the individual (by name or title) designated below (or to such other address, email or individual as a party may designate by notice to the other parties):

If to the Company:

vTv Therapeutics, LLC
Richard Nelson
3980 Premier Dr., Suite 310
High Point, NC 27265
Email: rnelson@vtvtherapeutics.com
Attention: Chief Executive Officer

With a copy (which will not constitute notice) to:

Skadden, Arps, Slate, Meagher & Flom LLP
One Manhattan West
New York, New York 10001
Email: peter.serating@skadden.com
michael.zeidel@skadden.com
Attention: Peter D. Serating
Michael J. Zeidel

If to the Purchaser:

CinPax, LLC
Attn: General Counsel
5375 Medpace Way
Cincinnati, Ohio 45227
Email: s.ewald@medpace.com

With a copy (which will not constitute notice) to:

Thompson Hine LLP
312 Walnut Street, Suite 2000
Cincinnati, Ohio 45202-4024
Email: Louis.Solimine@thompsonhine.com
Naveen.Pogula@thompsonhine.com
Attention: Louis Solimine
Naveen Pogula

If to HoldCo:

CinRx Pharma, LLC
Attn: General Counsel
5375 Medpace Way
Cincinnati, Ohio 45227
Email: s.ewald@medpace.com

6.3 Entire Agreement. The Transaction Documents (together with the exhibits and schedules thereto) and the other written agreements entered into between the parties as of the date hereof, contain the entire understanding of the parties with respect to the subject matter hereof and supersede all prior agreements and understandings, oral or written, with respect to such matters, which the parties acknowledge have been merged into such documents, exhibits and schedules.

6.4 Amendments and Waivers. No provision of this Agreement may be waived, modified, supplemented or amended except in a written instrument signed, in the case of an amendment, by each of the parties hereto or, in the case of a waiver, by the party against whom enforcement of any such waived provision is sought. No waiver of any default with respect to any provision, condition or requirement of this Agreement will be deemed to be a continuing waiver in the future or a waiver of any subsequent default or a waiver of any other provision, condition or requirement hereof, nor will any delay or omission of any party to exercise any right hereunder in any manner impair the exercise of any such right.

6.5 Non-Survival of Representations and Warranties; Non-Reliance.

(a) The representations and warranties and, to the extent contemplating or requiring performance in full at the Closing, covenants and agreements of the Company set forth in this Agreement or in any certificate, instrument, agreement or other document delivered in connection with the transactions contemplated by this Agreement shall not survive the Closing and shall terminate effective immediately as of the Closing, and there shall be no liability in respect thereof (except in the case of Fraud). Each covenant or agreement of the Company contained in this Agreement that is to be performed by its terms after the Closing shall survive until the last date for performance of such covenant or agreement as provided in this Agreement.

(b) In connection with the due diligence investigation of the Company by the Purchaser, HoldCo and their Representatives, the Purchaser, HoldCo and their Representatives have received and may continue to receive from the Company and its Representatives certain estimates, projections, forecasts and other forward-looking information, as well as certain business plan information containing such information and other information, regarding the Company and its Subsidiaries and their businesses and operations. The Purchaser and HoldCo hereby acknowledge that (i) there are uncertainties inherent in attempting to make such estimates, projections, forecasts and other forward-looking statements, as well as in such business plans, with which the Purchaser and HoldCo are familiar, that each of the Purchaser and HoldCo is making its own evaluation of the adequacy and accuracy of all estimates, projections, forecasts and other forward-looking or other information, as well as such business plans, so furnished to the Purchaser or HoldCo (including the reasonableness of the assumptions underlying such estimates, projections, forecasts, forward-looking information or business plans), and except for the

representations and warranties made by the Company in Section 3, the Purchaser and HoldCo have not relied on and will have no claim against the Company and its Subsidiaries, or any of their respective Representatives with respect thereto and (ii) it has relied solely on its own inspection and examination of the Company and on the accuracy of the representations and warranties set forth in Section 3 and has not relied and is not relying on any other statements made or other information made available or any other express or implied representations or warranties of any nature made by the Company or any of its Representatives.

(c) The Purchaser and HoldCo unconditionally and irrevocably acknowledge and agree that (i) the agreements contained in this Section 6.5 are an integral part of this Agreement and the transactions contemplated by this Agreement and (ii) without the agreements set forth in this Section 6.5, the Company would not enter into this Agreement.

6.6 Successors and Permitted Assigns. This Agreement will be binding upon the parties and their respective successors and assigns and will inure to the benefit of the parties and their respective successors and permitted assigns. The Company may not assign or delegate this Agreement or any rights or obligations hereunder without the prior written consent of the Purchaser. Neither the Purchaser nor HoldCo may assign or delegate this Agreement or any rights or obligations hereunder without the prior written consent of the Company; *provided* that, Purchaser and HoldCo, as applicable, may Transfer any or all of such party's Shares or the Warrants, and in connection therewith assign and delegate its rights and obligations under this Agreement, to a wholly-owned subsidiary of such party if such subsidiary agrees in writing to be bound by the terms of this Agreement, so long as such subsidiary is not a Sanctioned Person; *provided*, *further*, that, for so long as the Closing Note remains outstanding, the Purchaser may Transfer the Closing Shares pursuant to the foregoing proviso only if (i) the Purchaser Transfers one hundred percent (100%) of the Closing Shares to a single transferee in such Transfer and (ii) concurrently with such Transfer of the Closing Shares, the Purchaser assigns to such transferee, and such transferee agrees to assume from the Purchaser, the obligations of the Purchaser under the Closing Note. None of the rights granted to the Purchaser or HoldCo pursuant to this Agreement or any of the other Transaction Documents may be exercised by any Person, other than the Purchaser or HoldCo, as applicable, or any wholly-owned subsidiary of the Purchaser or HoldCo, as applicable, to which such party's rights are assigned in accordance with this Section 6.6 (so long as such assignee continues to be an Affiliate of the such party). Notwithstanding the foregoing, such party will remain primarily liable for the performance of all obligations of such party under the Transaction Documents notwithstanding any assignment pursuant to this Section 6.6. In the event that the Purchaser or HoldCo becomes a Sanctioned Person (whether due to a Change of Control or otherwise), the Purchaser shall immediately notify the Company in writing and the Company shall have the right to terminate this Agreement upon written notice to the Purchaser.

6.7 No Third-Party Beneficiaries. This Agreement is intended for the benefit of the parties hereto and their respective successors and permitted assigns and is not for the benefit of, nor may any provision hereof be enforced by, any other Person.

6.8 Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction will not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term

or provision in any other situation or in any other jurisdiction. In the event that any provision hereof would, under applicable law, be invalid or unenforceable in any respect, each of the Company, the Purchaser and HoldCo intends that such provision will be construed by modifying or limiting it so as to be valid and enforceable to the maximum extent compatible with, and possible under, applicable law.

6.9 Remedies. The parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement are not performed by any party in accordance with their specific terms or were otherwise breached by such party. Without prejudice to the dispute resolution provisions of Section 6.13 (which shall apply at all times), the parties accordingly agree that, in addition to any other remedy to which the parties are entitled at law or in equity, each party is entitled to injunctive relief to (i) prevent breaches of this Agreement by the other party and (ii) enforce specifically the provisions of this Agreement against the other party. Each party expressly waives any requirement that the other party obtain any bond or provide any indemnity in connection with any action seeking injunctive relief or specific enforcement of the provisions of this Agreement.

6.10 Disclaimer. Except as specifically set forth in this Agreement or the Services Agreement, (a) the Company makes no warranty, express or implied, as to any matter whatsoever relating to the Shares or the Warrants or any other matter relating to the transactions contemplated by this Agreement, including as to (i) the operation of the business of the Company and its Subsidiaries after the Closing in any manner, or (ii) the probable success or profitability of the business of the Company and its Subsidiaries after the Closing, and (b) neither the Company or any of its Affiliates, nor any of their respective stockholders, directors, officers, employees or agents will have or be subject to any liability or indemnification obligation to the Purchaser, HoldCo or any other Person resulting from the distribution to the Purchaser, HoldCo or their respective Representatives of, or the Purchaser's or HoldCo's use of, any information relating to the Company or any of its Affiliates, including any descriptive memoranda, summary business descriptions, financial forecasts, projections or models, or any information, documents or material made available to the Purchaser, HoldCo or their respective Affiliates or Representatives, whether orally or in writing, in management presentations, functional "break-out" discussions, responses to questions submitted on behalf of the Purchaser or HoldCo or in any other form in expectation of the transactions contemplated by this Agreement.

6.11 Business Days. If the last or appointed day for the taking of any action or the expiration of any right required or granted in this Agreement or any other Transaction Document is not a Business Day, then such action may be taken or such right may be exercised on the next succeeding Business Day.

6.12 Construction. The parties agree that each of them and their respective counsel has reviewed and had an opportunity to revise the Transaction Documents and, therefore, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Agreement or any amendments hereto.

6.13 Governing Law; Venue and Dispute Resolution.

(a) This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Delaware, without regard to any applicable principles of conflicts of law that could mandate the application of the laws of another jurisdiction.

(b) Any dispute, controversy, or claim arising out of or relating to this Agreement (and any subsequent amendments thereof), or the breach, termination, or validity thereof, and any question of the Arbitral Tribunal's jurisdiction or the existence, scope or validity of this arbitration agreement or the arbitrability of any claim (each a "Dispute"), shall be resolved by final and binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules in effect at the time (the "Rules"), except as modified herein.

(c) The seat of arbitration shall be New York, New York, and the arbitration shall be conducted in the English language.

(d) There shall be three arbitrators (the "Arbitral Tribunal"), of whom the claimant and respondent each will select one within thirty (30) Business Days of the receipt by the respondent of a copy of the demand for arbitration. If either the claimant or respondent fails to appoint an arbitrator within the time periods specified herein, such arbitrator shall be appointed by the AAA. The two arbitrators so appointed shall nominate the third and presiding arbitrator (the "Chair") within thirty (30) Business Days of the appointment of the second arbitrator. In the event that the two party-appointed arbitrators fail to reach an agreement on a Chair within thirty (30) Business Days of their appointment, then the AAA shall appoint the Chair.

(e) The arbitration, and any decisions and awards arising thereunder, will be subject to the Federal Arbitration Act (9 U.S.C. § 1 *et seq.*).

(f) Any arbitration hereunder shall be confidential, and the parties and their Representatives agree not to disclose to any third party: (i) the existence or status of the arbitration; or (ii) any information made known and documents produced in the arbitration not otherwise in the public domain, and (iii) all awards arising from the arbitration, except and to the extent that disclosure is required by applicable Law or is required to protect or pursue a legal right.

(g) In addition to monetary damages, the Arbitral Tribunal shall be empowered to award equitable relief, including an injunction and specific performance of any obligation under this Agreement.

(h) The award of the Arbitral Tribunal shall be final and binding upon the parties thereto, and shall be the sole and exclusive remedy between the parties regarding any Disputes presented to the Arbitral Tribunal. Judgment upon any award may be entered in any court having jurisdiction over any party or any of its assets.

(i) The Arbitral Tribunal shall have the power to award attorneys' fees, costs and related expenses, as well as the costs of the arbitration, to such extent and to such parties as it sees fit.

(j) By agreeing to arbitration, the parties do not intend to deprive any court of its jurisdiction to issue a pre-arbitral injunction, pre-arbitral attachment or other order in aid of arbitration proceedings. Without prejudice to such provisional remedies that may be granted by a court, the arbitrator shall have full authority to grant provisional remedies, to order a party to request that a court modify or vacate any temporary or preliminary relief issued by such court, and to award damages for the failure of any party to respect the Arbitral Tribunal's orders to that effect.

(k) The parties consent and submit to the non-exclusive jurisdiction of the federal and state courts located in the Borough of Manhattan, New York County in the State of New York (the "New York Courts"), to compel arbitration or for interim or provisional remedies in aid of arbitration and for the enforcement of any arbitral award rendered hereunder. In any such action: (i) each party hereby unconditionally and irrevocably waives, to the fullest extent it may effectively do so, any objection, including any objection to the laying of venue or based on the grounds of *forum non conveniens* or any right of objection to jurisdiction on account of its place of incorporation or domicile, which it may now or hereafter have to the bringing of any such action or proceeding in any New York Court; (ii) each party hereby irrevocably waives personal service of process and consents to process being served by mailing a copy thereof via registered or certified mail or overnight delivery (with evidence of delivery) to such party at the address in effect for notices to it under this Agreement and agrees that such service will constitute good and sufficient service of process and notice thereof; nothing contained herein will be deemed to limit in any way any right to serve process in any other manner permitted by law; and (iii) each party waives any right to trial by jury in any court. Furthermore, nothing herein shall affect the parties' right to bring legal action or proceedings to enforce an arbitral award in any other court of competent jurisdiction.

6.14 Counterparts and Execution. This Agreement may be executed in two or more counterparts, all of which when taken together will be considered one and the same agreement and will become effective when counterparts have been signed by each party and delivered to the other party, it being understood that all parties need not sign the same counterpart. In the event that any signature is delivered by facsimile transmission or by email delivery of a ".pdf" format data file, such signature will create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

6.15 Further Assurances. At any time or from time to time after the Closing, the parties agree to cooperate with each other, and at the request of the other party, to execute and deliver any further instruments or documents and to take all such further action as the other party may reasonably request in order to evidence or effectuate the consummation of the transactions contemplated by this Agreement and to otherwise carry out the intent of the parties hereunder or thereunder.

(Signature Page Follows)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective authorized signatories as of the date first indicated above.

VTV THERAPEUTICS INC.

By: /s/ Richard S. Nelson
Name: Richard S. Nelson
Title: Interim Chief Executive Officer

[*Signature Page to Common Stock and Warrant Purchase Agreement*]

CINPAX, LLC

By: /s/ Jon Isaacsohn
Name: Jon Isaacsohn
Title: President

CINRX PHARMA, LLC

By: /s/ Jon Isaacsohn
Name: Jon Isaacsohn
Title: Chief Executive Officer

[*Signature Page to Common Stock and Warrant Purchase Agreement*]

Exhibit A

Closing Note

[*Attached*.]

Exhibit B

Form of Warrant

[*Attached*.]

vTv Therapeutics Announces Investment by CinRx Pharma

HIGH POINT, N.C.—(GLOBE NEWSWIRE)—July 25, 2022 — vTv Therapeutics Inc. (Nasdaq: VTVT) today announced entry into agreements that include a $10 million investment by CinPax, LLC ("CinPax"), a subsidiary of CinRx Pharma, LLC ("CinRx"). Under the terms of the agreements, CinPax acquired 4,154,549 shares of Class A Common Stock of vTv at an issue price of approximately $2.41 per share, with $6 million paid in cash at closing, and the remaining amount of $4 million payable on November 22, 2022. The agreements also provide for the issuance of 1.2 million warrants to CinRx to acquire additional shares of Class A Common Stock that become exercisable upon agreed vesting triggers (including FDA approval of *TTP399* ("FDA Approval")). In addition to the investment, the agreements set forth the terms under which vTv will leverage the CinRx team's industry experience to collaborate on the oversight of the clinical trials for pharmaceutical products that contain *TTP399*.

"We have been hard at work on *TTP399* since obtaining Breakthrough Therapy Designation from the FDA in April 2021 and are thrilled to welcome another partner to work with us to accelerate the development and potential approval and commercialization of this treatment. In addition to the $10 million investment, the CinRx team brings exceptional industry experience in developing therapeutics. On top of last month's announcement of G42 Healthcare's $25 million investment into vTv, this investment provides additional funding towards our Phase 3 clinical trials for *TTP399*," said Rich Nelson, Interim Chief Executive Officer of vTv.

Dr. Jon Isaacsohn, Chief Executive Officer of CinRx, who has been involved in the clinical development of countless therapeutics, is expected to join the vTv Board of Directors. Dr. Isaacsohn noted "CinRx values the new partnership with the team at vTv. We believe that TTP399 has the potential to reduce the frequency of hypoglycemic events in type 1 diabetics, thus easing the burden of managing their disease and allowing for tighter long-term diabetic control."

A more detailed description of the agreements is set forth in vTv's Current Report on Form 8-K filed with the SEC. The Common Stock and Warrant Purchase Agreement is attached to the Current Report on Form 8-K.

This press release does not constitute an offer to sell or a solicitation of an offer to buy the securities in this offering, nor will there be any sale of these securities in any jurisdiction in which such offer solicitation or sale are unlawful prior to registration or qualification under securities laws of any such jurisdiction.

About *TTP399*

TTP399 is a novel, oral, small molecule, liver selective glucokinase activator being developed as a potential adjunct therapy to insulin in patients with type 1 diabetes. In a recent Phase 2 clinical trial, *TTP399* showed a 40% reduction in hypoglycemic episodes compared to placebo. In April 2021, the FDA granted Breakthrough Therapy designation to *TTP399* for the treatment of type 1 diabetes. This past October, vTv announced results of a mechanistic study of *TTP399* in patients with type 1 diabetes demonstrating no increased risk of ketoacidosis. *TTP399* has now been tested in almost 600 subjects. *TTP399* is still in the development phase; the FDA has not reviewed or approved *TTP399* for use in the United States, and a Breakthrough Therapy designation does not mean a product has been, or will be, approved for use in the United States.

About vTv Therapeutics

vTv Therapeutics Inc. is a clinical stage biopharmaceutical company focused on developing oral, small molecule drug candidates. vTv has a pipeline of clinical drug candidates led by programs for the treatment of type 1 diabetes and cystic fibrosis related diabetes. vTv's development partners are pursuing additional indications in type 2 diabetes, chronic obstructive pulmonary disease, renal disease, primary mitochondrial myopathy, and pancreatic cancer.

About CinRx Pharma

CinRx Pharma is a biotechnology company that leverages its team's exceptional industry experience to develop therapeutics in a novel way that meets the modern paradigm of drug development. CinRx acquires compounds from multiple sources, as well as partners with other biotechnology companies, to invest in and develop innovative products that will transform the lives of patients. With its broad preclinical, clinical pharmacology, medical, biostatistical and regulatory expertise, CinRx accelerates drug development programs to help achieve marketing approval or bring about a successful commercial exit. For more information, please visit www.CinRx.com.

About Dr. Isaacsohn

Dr. Jon Isaacsohn has served as Chief Executive Officer of CinRx Pharma since founding the company in 2015 and serves as a member of the company's board of directors. During his career, Jon has been involved in developing multiple drugs from protocol design to global submission in various therapeutic areas. Prior to founding CinRx Pharma in 2015, Jon served as Chief Medical Officer for Teva Pharmaceuticals where he was responsible for developing Teva's specialty drugs. Jon also served as Executive Vice President, Head of Medical & Regulatory Affairs at Medpace, a global leader in research-based drug and device development, for nearly 15 years.

He trained in Internal Medicine and Cardiology at Harvard Medical School and was a member of the cardiology faculty at Yale Medical School. Jon is also a co-founder of the Metabolic & Atherosclerosis Research Center in Cincinnati, Ohio, U.S.A.

Forward-Looking Statements

This release contains forward-looking statements, which involve risks and uncertainties, including statements regarding the potential grant of the FDA Approval. These forward-looking statements can be identified by the use of forward-looking terminology, including the terms "anticipate," "believe," "could," "estimate," "expect," "intend," "may," "plan," "potential," "predict," "project," "should," "target," "will," "would" and, in each case, their negative or other various or comparable terminology. All statements other than statements of historical facts contained in this release, including statements regarding the agreements and transactions described in this release are forward-looking statements. These statements involve known and unknown risks, uncertainties and other important factors, including the risk that the FDA Approval is not received on a timely basis or at all, that may cause our actual results, performance or achievements to be materially different from any future results, performance or achievements expressed or implied by the forward-looking statements. Important factors that could cause our results to vary from expectations include those described under the heading "Risk Factors" in our Annual Report on Form 10-K and our other filings with the SEC. These forward-looking statements reflect our views with respect to future events as of the date of this release and are based on assumptions and subject to risks and uncertainties. Given these uncertainties, you should not place undue reliance on these forward-looking statements. These forward-looking statements represent our estimates and assumptions only as of the date of this release and, except as required by law, we undertake no obligation to update or review publicly any forward-looking statements, whether as a result of new information, future events or otherwise after the date of this release. We anticipate that

subsequent events and developments will cause our views to change. Our forward-looking statements do not reflect the potential impact of any future acquisitions, merger, dispositions, joint ventures or investments we may undertake. We qualify all of our forward-looking statements by these cautionary statements.

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