

**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): June 17, 2026

LIXTE BIOTECHNOLOGY HOLDINGS, INC.

(Exact name of registrant as specified in its charter)

DELAWARE
(State or other jurisdiction
of incorporation)

001-39717
(Commission
File Number)

20-2903526
(I.R.S. Employer
Identification Number)

433 Plaza Real, Suite 275
Boca Raton, Florida 33432
(Address of principal executive offices)

(631) 830-7092
(Registrant's telephone number, including area code)

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 of 1933 (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(e) 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
Common Stock, par value \$0.0001 per share	LIXT	The NASDAQ Stock Market, LLC

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.

As previously reported in the Current Report on Form 8-K filed with the Securities and Exchange Commission on June 16, 2026, Lixte Biotechnology Holdings, Inc. (the "Company") entered into a Merger Agreement, dated as of June 11, 2026 (the "Merger Agreement"), with NOMAD Transportable Power Systems, Inc. ("NOMAD") and NBD Merger Sub, Inc. ("NBD Merger Sub"), pursuant to which NBD Merger Sub will merge with and into NOMAD, with NOMAD surviving as a wholly-owned subsidiary of the Company.

On June 17, 2026, in connection with the transactions contemplated by the Merger Agreement, the Company issued a Secured Promissory Note in the aggregate principal amount of \$6,500,000 (the "Note") to NOMAD. The proceeds of the Note will be used (i) to repay in full NOMAD's outstanding obligations under that certain Loan and Security Agreement, dated as of February 12, 2024, between NOMAD and BPCP Investment Holdings, LP, as successor in interest to Bay Point Capital Partners II, LP, with such portion of the proceeds being disbursed by the Company directly to BPCP Investment Holdings, LP on behalf of NOMAD, and (ii) for working capital and general corporate purposes of NOMAD. The Note is secured by a first-priority security interest in substantially all of NOMAD's assets.

The Note matures 30 days from the date of issuance, subject to automatic 30-day extensions so long as the Merger Agreement remains in effect and has not been terminated. Upon the closing of the Merger, the outstanding principal amount of the Note will be offset against amounts otherwise deliverable to NOMAD pursuant to Section 6.05 of the Merger Agreement. If the Merger Agreement is terminated due to a breach by the Company, the Note will be repayable within six (6) months of such termination. If the Merger Agreement is terminated due to a breach by NOMAD, the Note will be due and payable within three (3) days of such termination.

The foregoing description of the Note does not purport to be complete and is qualified in its entirety by reference to the full text of the Note, a copy of which is filed as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated herein by reference.

Item 7.01 Regulation FD Disclosure.

On June 18, 2026, the Company issued a press release announcing the issuance of the Note.

A copy of the press release is furnished herewith as Exhibit 99.1 to this Current Report on Form 8-K and is incorporated herein by reference.

The information in this Item 7.01 disclosure, including Exhibit 99.1, is being furnished and shall not be deemed “filed” for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), or otherwise subject to the liabilities under that Section. In addition, the information in this Item 7.01 disclosure, including Exhibits 99.1, shall not be incorporated by reference into the filings of the Company under the Securities Act of 1933, as amended, except as shall be expressly set forth by specific reference in such filing.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits. The following exhibits are filed herewith.

Exhibit Number	Description
2.1	Agreement and Plan of Merger, dated as of June 11, 2026, by and among Lixte Biotechnology Holdings, Inc., NBD Merger Sub, Inc. and NOMAD Transportable Power Systems, Inc. (incorporated by reference to Exhibit 2.1 to the Company’s Current Report on Form 8-K filed with the SEC on June 16, 2026).
10.1	Secured Promissory Note, dated June 17, 2026, issued by NOMAD Transportable Power systems, Inc. in favor of Lixte Biotechnology Holdings, Inc.
99.1	Press Release dated June 18, 2026
104	Cover Page Interactive Data File (embedded within the inline XBRL Document)

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.

Date: June 18, 2026

LIXTE BIOTECHNOLOGY HOLDINGS, INC.
(Registrant)

By: /s/ Geordan Pursglove
Geordan Pursglove
President and Chief Executive Officer

SECURED PROMISSORY NOTE

Principal Amount: \$6,500,000.00

June 17, 2026

FOR VALUE RECEIVED, NOMAD Transportable Power Systems, Inc., a Delaware corporation (the “**Borrower**”), hereby unconditionally promises to pay to the order of Lixte Biotechnology Holdings, Inc., a Delaware corporation (the “**Lender**”), the principal amount of Six Million Four Hundred Thousand Dollars (\$6,500,000.00) (the “**Loan**”), together with all accrued interest thereon, as provided in this Promissory Note (this “**Note**”). This Note is issued in connection with that certain Merger Agreement, dated as of June 11, 2026 (the “**Merger Agreement**”), by and among the Lender, the Borrower, and NBD Merger Sub, Inc., a Delaware corporation. The proceeds of the Loan shall be disbursed as follows: (i) an amount equal to the outstanding balance necessary to repay in full the obligations of the Borrower under that certain Loan and Security Agreement, dated as of February 12, 2024, between the Borrower and BPCP Investment Holdings, LP, as successor in interest to Bay Point Capital Partners II, LP (the “**Bay Point Loan Agreement**”), in accordance with that certain payoff letter, dated June 5, 2026, between the Borrower and BPCP Investment Holdings, LP (the “**Payoff Letter**”), shall be disbursed by the Lender directly to BPCP Investment Holdings, LP on behalf of the Borrower in accordance with the wire instructions set forth in the Payoff Letter, and (ii) the remainder of the proceeds shall be disbursed to the Borrower for working capital and general corporate purposes. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Merger Agreement.

1. Payment Dates.

(a) Maturity Date. The aggregate unpaid principal amount of the Loan, all accrued and unpaid interest, and all other amounts payable under this Note shall be due and payable on the date that is thirty (30) days after the date hereof (the “**Initial Maturity Date**”); *provided, however*, that the Initial Maturity Date shall automatically be extended for successive thirty (30)-day periods (each, an “**Extension Period**”) without any action by any party so long as the Merger Agreement remains in full force and effect and has not been terminated in accordance with its terms as of the last day of the then-current period. The date on which the Loan becomes due and payable (whether the Initial Maturity Date, as extended by any Extension Period, or any earlier date as provided herein) is referred to as the “**Maturity Date**”.

(b) Acceleration upon Termination of Merger Agreement. Notwithstanding Section 1(a):

(i) If the Merger Agreement is terminated due to a breach by the Lender (or PubCo, as defined in the Merger Agreement), the outstanding principal amount of the Loan, together with all accrued and unpaid interest thereon, shall be due and payable on the date that is six (6) months following the date of such termination.

(ii) If the Merger Agreement is terminated due to a breach by the Borrower (or the Company, as defined in the Merger Agreement), the outstanding principal amount of the Loan, together with all accrued and unpaid interest thereon, shall be immediately due and payable within three (3) days following the date of such termination.

(c) Offset at Closing. Upon the Closing (as defined in the Merger Agreement), the outstanding principal amount of this Note (and any accrued and unpaid interest thereon, if applicable) shall automatically be offset against, and shall reduce on a dollar-for-dollar basis, the amounts otherwise deliverable to the Borrower pursuant to Section 6.05 of the Merger Agreement. Upon such offset, this Note shall be deemed paid in full and shall be cancelled and of no further force or effect.

(d) Prepayment. The Borrower may prepay the Loan in whole or in part at any time without penalty or premium.

2. Interest.

(a) Interest Rate. The principal amount outstanding under this Note from time to time shall bear interest at a rate per annum equal to fifteen percent (15%). Notwithstanding the foregoing, no interest shall accrue on the outstanding principal amount of the Loan during the period from the date hereof through and including the earlier of (i) the Closing Date and (ii) the date on which the Merger Agreement is terminated in accordance with its terms (such earlier date, the “**Interest Commencement Date**”).

(b) Interest Payment Dates. All accrued and unpaid interest shall be payable on the Maturity Date.

(c) Default Interest. If any amount payable hereunder (including inter alia, any unpaid interest) is not paid when due (without regard to any applicable grace period), such overdue amount shall bear interest at eight percent (8%) from the date such amount was due until paid.

(d) Computation of Interest. All computations of interest hereunder shall be made on the basis of a year of 365/366 days, as the case may be, pro-rated for the actual number of days elapsed.

(e) Interest Rate Limitation. If at any time the Interest Rate payable on the Loan shall exceed the maximum rate of interest permitted under applicable law, such Interest Rate shall be reduced automatically to the maximum rate permitted.

3. Security Interest. To secure the prompt and complete payment and performance of all obligations of the Borrower under this Note, the Borrower hereby grants to the Lender a continuing first-priority security interest in and lien upon all of the Borrower’s right, title and interest in and to all of the following property, whether now owned or hereafter acquired or arising, wherever located: all accounts, chattel paper, deposit accounts, documents, equipment, general intangibles (including payment intangibles and software), goods (including fixtures), instruments, intellectual property, inventory, investment property, letter of credit rights, money, commercial tort claims, and all proceeds and products of the foregoing (collectively, the “**Collateral**”). The Borrower hereby authorizes the Lender to file one or more UCC financing statements (and any amendments or continuations thereof) in such form and in such jurisdictions as the Lender deems necessary or advisable to perfect the security interest granted hereby. Upon Payment in Full or offset of this Note at Closing pursuant to Section 1(c), the Lender shall release all security interests and liens granted hereunder and shall file or authorize the filing of UCC termination statements with respect thereto. “**Payment in Full**” means the indefeasible payment in full in cash of all obligations under this Note.

4. Payment Mechanics.

(a) Manner of Payment. All payments of principal and interest shall be made in US dollars on the date on which such payment is due. Such payments shall be made by cashier’s check, certified check, or wire transfer of immediately available funds to the Lender’s account at a bank specified by the Lender in writing to the Borrower from time to time.

(b) Application of Payments. All payments shall be applied, *first*, to fees or charges outstanding under this Note, *second*, to accrued interest, and, *third*, to principal outstanding under this Note.

(c) Business Day. Whenever any payment hereunder is due on a day that is not a Business Day, such payment shall be made on the next succeeding Business Day, and interest shall be calculated to include such extension. “**Business Day**” means a day other than Saturday, Sunday, or other day on which commercial banks in New York, NY are authorized or required by law to close.

5. Events of Default. The occurrence and continuance of any of the following shall constitute an “**Event of Default**” hereunder:

(a) Failure to Pay. The Borrower fails to pay any principal amount of the Loan or any interest thereon or any other amount due hereunder when due.

(b) Breach of Merger Agreement. The Borrower is in material breach of any of its covenants, agreements, representations, or warranties under the Merger Agreement.

(c) Bankruptcy; Insolvency.

(i) The Borrower institutes a voluntary case seeking relief under any law relating to bankruptcy, insolvency, reorganization, or other relief for debtors.

(ii) An involuntary case is commenced seeking the liquidation or reorganization of the Borrower under any law relating to bankruptcy or insolvency, and such case is not dismissed or vacated within sixty (60) days of its filing.

(iii) The Borrower makes a general assignment for the benefit of its creditors.

(iv) The Borrower is unable, or admits in writing its inability, to pay its debts as they become due.

(v) A case is commenced against the Borrower or its assets seeking attachment, execution, or similar process against all or a substantial part of its assets, and such case is not dismissed or vacated within sixty (60) days of its filing.

6. Remedies. Upon the occurrence and during the continuance of an Event of Default, the Lender may, at its option, by written notice to the Borrower declare the outstanding principal amount of the Loan, accrued and unpaid interest thereon, and all other amounts payable hereunder immediately due and payable; *provided, however*, if an Event of Default described in Section 4(b) shall occur, the outstanding principal amount, accrued and unpaid interest, and all other amounts payable hereunder shall become immediately due and payable without notice, declaration, or other act on the part of the Lender.

7. Notices. All notices and other communications relating to this Note shall be in writing and shall be deemed given upon the first to occur of (x) deposit with the United States Postal Service or overnight courier service, properly addressed and postage prepaid; (y) transmittal by electronic communication (including email, internet or intranet websites, or facsimile properly addressed (with written acknowledgment from the intended recipient such as “return receipt requested” function, return e-mail, or other written acknowledgment)); or (z) actual receipt by an employee or agent of the other party. Notices hereunder shall be sent to the following addresses, or to such other address as such party may specify in writing from time to time:

(a) If to the Borrower:

NOMAD Transportable Power Systems, Inc.
Attention: John Travaglini, President
5 Pilgrim Park Rd, Suite 200
Waterbury, VT 05676
E-mail: jtravaglini@nomadpower.com

(b) If to the Lender:

Lixte Biotechnology Holdings, Inc.
Attention: Geordan Pursglove, CEO
433 Plaza Real, Suite 275
Boca Raton, FL 33432
E-mail: gpursglove@lixte.com

8. Governing Law. This Note and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based on, arising out of, or relating to this Note and the transactions contemplated hereby shall be governed by and construed in accordance with the laws of the State of New York.

9. Disputes.

(a) Submission to Jurisdiction. The Borrower irrevocably and unconditionally (A) agrees that any action, suit, or proceeding arising from or relating to this Note may be brought in the courts of the State of New York sitting in New York County, and in the United States District Court for the Southern District of New York, and (B) submits to the exclusive jurisdiction of such courts in any such action, suit, or proceeding. Final judgment against the Borrower in any such action, suit, or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. The Borrower irrevocably and unconditionally waives, to the fullest extent permitted by law, (i) any objection that it may now or hereafter have to the laying of venue in any action, suit, or proceeding relating to this Note in any court referred to in this Section 9(a) and (ii) the defense of inconvenient forum to the maintenance of such action, suit, or proceeding in any such court.

(b) Waiver of Jury Trial. THE BORROWER HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY RELATING TO THIS NOTE OR THE TRANSACTIONS CONTEMPLATED HEREBY, WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER THEORY.

10. Successors and Assigns. This Note may be assigned or transferred by the Lender to any individual, corporation, company, limited liability company, trust, joint venture, association, partnership, unincorporated organization, governmental authority, or other entity.

11. Integration. This Note constitutes the entire contract between the Borrower and the Lender with respect to the subject matter hereof and supersedes all previous agreements and understandings, oral or written, with respect thereto.

12. Amendments and Waivers. No term of this Note may be waived, modified, or amended, except by an instrument in writing signed by the Borrower and the Lender. Any waiver of the terms hereof shall be effective only in the specific instance and for the specific purpose given.

13. No Waiver; Cumulative Remedies. No failure by the Lender to exercise and no delay in exercising any right, remedy, or power hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, or power hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, or power. The rights, remedies, and powers herein provided are cumulative and not exclusive of any other rights, remedies, or powers provided by law.

14. Severability. If any term or provision of this Note is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Note or render such term or provision invalid or unenforceable in any other jurisdiction.

15. Right of Set-Off. At the Closing, the Lender is hereby authorized to set off and apply the outstanding principal amount of the Loan, together with all accrued and unpaid interest thereon, against the amounts otherwise deliverable to the Borrower pursuant to Section 6.05 of the Merger Agreement, without further action by any party.

16. Counterparts. This Note and any amendments, waivers, consents, or supplements hereto may be executed in counterparts, each of which shall constitute an original, but all of which taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Note by facsimile or in electronic (“pdf” or “tif” or any other electronic means that reproduces an image of the actual executed signature page) format shall be as effective as delivery of a manually executed counterpart of this Note.

17. Electronic Execution. The words “execution,” “signed,” “signature,” and words of similar import in this Note shall be deemed to include electronic and digital signatures and the keeping of records in electronic form, each of which shall be of the same effect, validity, and enforceability as manually executed signatures and paper-based recordkeeping systems, to the extent and as provided for under applicable law, including the Electronic Signatures in Global and National Commerce Act (15 U.S.C. §§ 7001-7031), the Uniform Electronic Transactions Act (UETA), or any state law based on the UETA, including the New York Electronic Signatures and Records Act (N.Y. State Tech. §§ 301 to 309).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Borrower has executed this Note as of the date set forth above.

NOMAD TRANSPORTABLE POWER SYSTEMS, INC.

By: /s/John Travaglini
Name: John Travaglini
Title: President

[Signature Page to Promissory Note]

LIXTE Biotechnology Provides Update on NOMAD Acquisition; Transaction Expected to Close On or About July 1, 2026

Company to Loan \$6.5 Million Prior to Closing to Fund Order Backlog and Working Capital Needs – Combined Company to be Renamed NOMAD Power Solutions, Inc. and Trade Under a New Ticker Symbol

BOCA RATON, Fla. & WATERBURY, Vt. — June 18, 2026 — LIXTE Biotechnology Holdings, Inc. (NASDAQ: LIXT) (“LIXTE” or the “Company”) today provided an update on its previously announced definitive agreement to acquire 100% of NOMAD Transportable Power Systems, Inc. (“NOMAD”), the market leader in deployable, utility-grade battery energy storage systems (BESS).

The Company expects the acquisition to close on or about July 1, 2026, subject to the satisfaction of customary closing conditions and required approvals.

Pre-Closing Capital Advance

To accelerate NOMAD’s commercial momentum ahead of the closing, LIXTE will loan \$6.5 million to NOMAD prior to the anticipated closing of the transaction. The loan proceeds are intended to fund the procurement of long-lead components against NOMAD’s active order pipeline and to support working capital as NOMAD scales manufacturing to meet accelerating customer demand. Deploying capital ahead of closing is designed to ensure NOMAD can convert its growing backlog into delivered systems without interruption to its production cadence.

“Putting capital to work now, ahead of closing, reflects our conviction in NOMAD’s platform and attempting to fulfill the demand we are seeing,” said Geordan Pursglove, Chief Executive Officer of LIXTE Biotechnology Holdings, Inc. “This loan allows NOMAD to keep pace with its order book and continue scaling without delay as we move toward completing the transaction.”

Corporate Name and Ticker Symbol Change

Upon closing, and subject to required approvals, the Company will be renamed NOMAD Power Solutions, Inc. and will begin trading on the Nasdaq Stock Market under a new ticker symbol, to be announced. The new corporate identity reflects the Company’s singular focus on solving the power-availability constraint facing utilities, industrial operators and the rapidly expanding data center market.

Purpose-Built for the Data Center Era

NOMAD operates mobile, utility-grade battery platform that has been utility-tested and validated for deployment alongside investor-owned utilities, electric cooperatives, municipal utilities and large industrial energy users. The platform’s mobility allows megawatt-scale storage to be deployed in real time mission critical environments when and where its needed.

In the data center environments — where even momentary interruptions in power quality can disrupt mission-critical workloads — this combination of utility-grade reliability, near-instantaneous response and rapid mobile deployment makes NOMAD’s platform uniquely suited to the demands of AI compute and high-density data infrastructure.

As artificial intelligence and data center buildout drive electricity demand at an unprecedented pace, NOMAD’s deployable architecture provides operators a way to bring reliable, utility-grade power online in timeframes that fixed assets cannot match.

“NOMAD has built over the last six years a mobile utility-grade BESS platform engineered to the standards that utilities and hyperscale operators require,” said John Travaglini, Chief Executive Officer of NOMAD Transportable Power Systems. “The acceleration in demand from AI infrastructure and data center customers confirms that deployable, utility-grade storage is becoming an essential layer of the modern grid.”

About NOMAD Transportable Power Systems

NOMAD Transportable Power Systems is a market leader in deployable, utility-grade battery power infrastructure across North America and the first company to bring a mobile, utility-grade 1 MW BESS to market. The Company’s UL 9540-validated platform serves utilities, industrial operators, government agencies, critical infrastructure providers and emerging AI-driven applications through equipment sales, rentals and Energy-as-a-Service offerings.

About LIXTE Biotechnology Holdings, Inc.

LIXTE Biotechnology Holdings, Inc. is a clinical-stage pharmaceutical and med-tech company focused on new targets for cancer drug development and developing and commercializing cancer therapies. LIXTE has demonstrated that LB-100, its lead compound and first-in-class lead clinical PP2A inhibitor, is well-tolerated in cancer patients at doses associated with anti-cancer activity. Based on published preclinical data, LB-100 has the potential to significantly enhance chemotherapies and immunotherapies and improve outcomes for patients with cancer. It is part of a pioneering effort in an entirely new field of cancer biology – activation lethality – that is advancing a new treatment paradigm. LIXTE’s novel approach is covered by a comprehensive patent portfolio, with proof-of-concept clinical trials currently in progress for Ovarian Clear Cell Carcinoma, Metastatic Colon Cancer and Advanced Soft Tissue Sarcoma. Additional information can be found at www.lixte.com.

Through LIXTE’s wholly owned subsidiary, Liora Technologies Europe Ltd., the Company also is pioneering the development of electronically controlled proton therapy systems for treating tumors in various types of cancers. Liora’s proprietary flagship technology, LiGHT System, is believed to provide significant advantages over currently available technologies for treating tumors with proton therapy. Additional information about Liora Technologies can be found at www.lioratechnologies.com.

Forward-Looking Statements

The foregoing material may contain “forward-looking statements” within the meaning of Section 27A of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934, each as amended. Forward-looking statements include all statements that do not relate solely to historical or current facts, including without limitation statements regarding the Company’s strategic priorities, product development and business prospects, and the anticipated use of proceeds, and can be identified by the use of words such as “may,” “will,” “expect,” “project,” “estimate,” “anticipate,” “plan,” “believe,” “potential,” “should,” “continue” or the negative versions of those words or other comparable words. Forward-looking statements are not guarantees of future actions or performance. These forward-looking statements are based on information currently available to the Company and its current plans or expectations and are subject to a number of risks and uncertainties that could significantly affect current plans. Should one or more of these risks or uncertainties materialize, or the underlying assumptions prove incorrect, actual results may differ significantly from those anticipated, believed, estimated, expected, intended, or planned. Although the Company believes that the expectations reflected in the forward-looking statements are reasonable, the Company cannot guarantee future results, performance, or achievements. Except as required by applicable law, including the securities laws of the United States, the Company does not intend to update any of the forward-looking statements to conform these statements to actual results.

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