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 30, 2026

LIXTE BIOTECHNOLOGY HOLDINGS, INC.
(Exact name of registrant as specified in its charter)

DELAWARE	001-39717	20-2903526
(State or other jurisdiction of incorporation)	(Commission File Number)	(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.

On June 11, 2026, Lixte Biotechnology Holdings, Inc., (the “Company”), Nomad Transportable Power Systems, Inc (“NOMAD”) and NBD Merger Sub, Inc., (“Merger Sub”), entered into a Merger Agreement (the “Merger Agreement”), pursuant to which Merger Sub is to be merged with and into NOMAD, with NOMAD surviving as a wholly-owned subsidiary of the Company (the “Merger”).

On June 30, 2026, the Company, Merger Sub and NOMAD entered into Amendment No. 1 to Merger Agreement (the “Merger Agreement Amendment”), which amends Section 2.04(d) of the Merger Agreement to modify the treatment of fractional shares of the Company’s common stock and amends and replaces Schedule I to the Merger Agreement to reflect the updated Merger Consideration.

The foregoing description of the Merger Agreement and Merger Agreement Amendment do not purport to be complete and are qualified in their entirety by reference to the full text of the Merger Agreement and Merger Agreement Amendment, copies of which are filed as Exhibit 2.1 and Exhibit 2.2, respectively to this Current Report on Form 8-K and are incorporated herein by reference.

Item 2.01 Completion of Acquisition or Disposition of Assets.

On July 1, 2026, the Merger was consummated by the filing of a Certificate of Merger filed with the Secretary of State of the State of Delaware (the “Effective Time”).

At the Effective Time of the Merger, each share of NOMAD common stock outstanding immediately prior to the Effective Time (other than dissenting shares and shares held by unaccredited stockholders) converted into the right to receive a pro rata portion of (i) up to 50,500 shares of newly designated Series D Convertible Preferred Stock of the Company (the “Exchange Preferred Shares”), having an original issue price of $1,000 per share and convertible into up to 50,500,000 shares of the Company’s common stock at a conversion price of $1.00 per share, and (ii) up to approximately 3,000,005 shares of the Company’s common stock (the “Exchange Common Shares” and, together with the Exchange Preferred Shares, the “Merger Consideration”). As a result of the foregoing, the Company issued 2,992,041 Exchange Common Shares and 50,366.07 Exchange Preferred Shares. The Series D Convertible Preferred Stock are non-voting until the Company’s stockholders approval of the conversion is obtained as part of the PubCo Stockholder Approval matters (as defined in the Merger Agreement). Unaccredited stockholders of NOMAD will received cash in lieu of shares, based on the 60-day volume-weighted average price of the Company’s common stock of $5.57.

In connection with the closing of the Merger, the Company and the holders of NOMAD common stock entered into a Registration Rights Agreement (the “Registration Rights Agreement”), pursuant to which the Company agreed to file a registration statement with the U.S. Securities and Exchange Commission (the “SEC”), within 30 days following the later of (i) the date on which PubCo Stockholder Approval (as defined in the Merger Agreement) is obtained, (ii) the date on which the Audit (as defined in the Merger Agreement) is completed, and (iii) the six (6)-month anniversary of the closing of the Merger registering the resale of, the Exchange Common Shares, and the Company’s common stock underlying the Exchange Preferred Shares; provided, however, if PubCo Stockholder Approval is not obtained within one year following the closing of the Merger, then the Company will use its best efforts to prepare and file with the SEC a registration statement covering the resale of the Exchange Common Shares and will file a subsequent registration statement covering the resale of the remaining registrable securities upon PubCo Stockholder Approval.

Additionally, the Company is required to hold a meeting of its stockholders within 60 days following the closing of the Merger to vote on, among other things, the approval of the conversion of the Series D Convertible Preferred Stock into shares of the Company’s common stock, an increase in authorized shares, and the election of directors (the “Stockholder Meeting”). The Company has also agreed to file a resale registration statement covering the shares of the Company’s common stock issuable upon conversion of the Series D Convertible Preferred Stock within 30 days following receipt of PubCo Stockholder Approval.

The Company’s board of directors (the “Board”) has set July 6, 2026 as the record date for the Stockholder Meeting, which meeting is to be held on or about September 4, 2026. The Company will prepare and file with the SEC, the required proxy materials with respect to the Stockholder Meeting, which final proxy materials will be mailed to stockholders at least 20 days prior to the Stockholder Meeting.

The Company also entered into a Stockholder Support Agreement with certain stockholders (the “Supporting Stockholders”) of the Company (the “Support Agreements”). Pursuant to the Support Agreements, the Supporting Stockholders have agreed, (i) to attend every meeting of any class of stockholders of the Company to cause all of the Stockholders’ Covered Shares (as defined in the Support Agreement) to be counted as present for the purpose of determining a quorum, (ii) to be present and vote in favor of, the Stockholder Approval Matters (as defined in the Merger Agreement), and all of the matters, actions and proposals necessary to consummate all of the transactions contemplated by the Merger Agreement, and (iii) to vote against any Adverse Proposal (as defined Support Agreement). The Supporting Stockholders have appointed the Company and any designee of the Company, as their proxies and attorneys-in-fact, with full power of substitution and resubstitution, to vote during the term of the Support Agreement in favor of the Stockholder Approval Matters.

The foregoing description of the Registration Rights Agreement and Support Agreements do not purport to be complete and are qualified in their entirety by reference to the full text of the Registration Rights Agreement and Support Agreement copies of which are filed as Exhibit 10.1 and Exhibit 10.2, respectively to this Current Report on Form 8-K and are incorporated herein by reference.

Item 3.02 Unregistered Sales of Equity Securities.

The information set forth under Item 1.01 of this Current Report on Form 8-K regarding the issuance of the Exchange Preferred Shares and the Exchange Common Shares is incorporated herein by reference.

The Exchange Preferred Shares and the Exchange Common Shares issued in connection with the Merger were issued in reliance upon exemptions from the registration requirements of the Securities Act of 1933, as amended (the "Securities Act"), including Section 4(a)(2) of the Securities Act and/or Regulation D promulgated thereunder. The issuance of such securities did not involve a public offering, and the recipients acquired the securities for investment purposes and not with a view toward distribution. Unaccredited stockholders of NOMAD will receive cash in lieu of shares.

Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On July 1, 2026, the Board appointed John Travaglini to the Board, effective immediately, with a term expiring at the Company's 2026 annual meeting of stockholders. The Company has not yet determined the committee(s) on which Mr. Travaglini will serve.

In connection with his appointment, Mr. Travaglini will participate in the Company's standard non-employee director compensation program, as described under "Director Compensation" in the Company's proxy statement for its 2025 annual meeting of stockholders filed with the Securities and Exchange Commission on October 27, 2025. Mr. Travaglini will also enter into the Company's standard form of indemnification agreement, a copy of which is filed as Exhibit 10.3 to this Current Report on Form 8-K and is incorporated herein by reference.

There are no arrangements or understandings between Mr. Travaglini and any other person pursuant to which he was selected as a director, and there are no family relationships between Mr. Travaglini and any director or executive officer of the Company. There are no transactions involving Mr. Travaglini that would be required to be disclosed pursuant to Item 404(a) of Regulation S-K.

Item 5.03 Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.

On July 1, 2026, the Board approved an amendment to the Company's Certificate of Incorporation (the "Certificate of Amendment") to change the name of the Company from "Lixte Biotechnology Holdings, Inc." to "Nomad Power Solutions, Inc." effective on July 3, 2026 (the "Name Change"). The Board also approved an amendment to the Company's Amended and Restated Bylaws (the "Bylaw Amendment"). Pursuant to the Bylaw Amendment, the following sentence is deleted from Section 3.3.

"As provided in the Certificate of Incorporation, the directors of the Corporation shall be divided into three (3) classes."

A copy of the Certificate of Amendment and Bylaw Amendment are filed as Exhibit 3.1 and 3.2 respectively, to this Current Report on Form 8-K and are incorporated herein by reference.

Additionally, on July 1, 2026, the Company, filed a Certificate of Designations (the "Certificate of Designations") with the Secretary of State of the State of Delaware to establish the designations, powers, preferences and rights, and the qualifications, limitations and restrictions, of its Series D Non-Voting Convertible Preferred Stock, par value $0.0001 per share (the "Series D Preferred Stock"). The Certificate of Designations designated 50,500 shares of the Company's authorized preferred stock as Series D Preferred Stock and became effective upon filing.

The Certificate of Designations sets forth the terms of the Series D Preferred Stock, including, among other things, the liquidation preference and the amount payable in respect of each share in the event of the Company's voluntary or involuntary liquidation, winding-up or dissolution; the ranking of the Series D Preferred Stock relative to the Company's common stock and other classes or series of capital stock with respect to the payment of dividends and the distribution of assets. The Series D Preferred Stock is convertible into shares of the Company's common stock at a conversion price of $1.00 per share with a liquidation value of $1,000. The Series D Preferred Stock are convertible into shares of the Company's common stock from and after the date of Stockholder Approval (as defined in the Certificate of Designations). Additionally, if Stockholder Approval is not obtained within one year after the original date of issuance, each share of Series D Preferred Stock will accrue a cumulative dividend at a rate of 7% per annum of $1,000 (the liquidation value), compounding annually, payable quarterly in arrears in cash, until the earlier of the date PubCo Stockholder Approval is obtained or the date no shares of Series D Preferred Stock remain outstanding, with any accrued but unpaid dividends payable upon conversion, redemption, repurchase or liquidation. Holders of Series D Preferred Stock shall be entitled to receive dividends on an as-converted basis equal to and in the same form as dividends actually paid on shares of the Company's common stock when, as, and if such dividends are declared and paid on shares of the Company's common stock by the Board.

The foregoing description of the Series D Preferred Stock and the Certificate of Designations do not purport to be complete and is qualified in its entirety by reference to the full text of the Certificate of Designations, which is filed as Exhibit 3.3 to this Current Report on Form 8-K and is incorporated herein by reference.

Item 7.01 Regulation FD Disclosure.

On July 2, 2026, the Company issued a press release announcing the closing of the Merger Agreement, the Name Change and symbol change.

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 8.01 Other Events.

In connection with the Name Change described in Item 5.03 above, the Company's common stock will begin trading under the new name "Nomad Power Solutions, Inc." on the NASDAQ stock market effective July 6, 2026. The Company's ticker symbol will change from "LIXT" to "NMAD," effective July 6, 2026. The CUSIP number for the Company's common stock will not change.

Existing stock certificates representing shares of the Company's common stock will not be affected by the Name Change and will not need to be exchanged. Any new stock certificates issued will bear the name "Nomad Power Solutions, Inc."

Cautionary Statement Regarding Forward-Looking Statements

The Current Report on Form 8-K contains "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, the receipt of stockholder approval, 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, including, but not limited to, anticipated growth from its recently acquired company, NOMAD Transportable Power Systems. 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.

Additional Information about the Merger and Where to Find It

The Company intends to file a proxy statement in connection with the PubCo Stockholder Approval. Investors and stockholders are urged to read this filing when it becomes available because it will contain important information about the transaction. This Current Report on Form 8-K does not constitute an offer of any securities for sale or the solicitation of any proxy. BEFORE MAKING ANY VOTING OR INVESTMENT DECISION, THE COMPANY'S STOCKHOLDERS ARE URGED TO READ THE PROXY STATEMENT REGARDING THE PUBCO STOCKHOLDER APPROVAL CAREFULLY AND IN ITS ENTIRETY WHEN IT BECOMES AVAILABLE BECAUSE IT WILL CONTAIN IMPORTANT INFORMATION ABOUT THE PUBCO STOCKHOLDER APPROVAL AND RELATED MATTERS. Investors and stockholders may obtain free copies of the proxy statement and other relevant documents (when they become available) and other documents filed with the Securities and Exchange Commission at the Securities and Exchange Commission's web site at: www.sec.gov. In addition, investors and stockholders may obtain free copies of the documents filed with the Securities and Exchange Commission by the Company by contacting Geordan Pursglove, Chief Executive Officer, at (631) 830-7092.

Participants in the Solicitation

The Company, and its directors and executive officers, may be deemed to be participants in the solicitation of proxies from its stockholders in connection with the PubCo Stockholder Approval. Investors and security holders are urged to read the Company's proxy statement and the other relevant materials when they become available before making any voting or investment decision with respect to the PubCo Stockholder Approval. Additional information regarding directors and executive officers of the Company is also included in the Company's annual report on Form 10-K for the year ended December 31, 2025, filed with the Securities and Exchange Commission, which is available as described above.

No Offer or Solicitation

This Current Report on Form 8-K is not intended to and shall not constitute an offer to sell or the solicitation of an offer to buy any securities or the solicitation of any vote in any jurisdiction pursuant to the PubCo Stockholder Approval or otherwise, nor shall there be any sale of securities in any jurisdiction in contravention of applicable law. No offering of securities shall be made except by means of a prospectus meeting the requirements of Section 10 of the Securities Act of 1933, as amended.

Item 9.01 Financial Statements and Exhibits

(a) Financial Statements of Businesses or Funds Acquired. As permitted by Item 9.01(a)(3) of Form 8-K, any financial statements required by this Item will be filed by amendment to this Report within 71 days following the date on which this Current Report on Form 8-K is required to be filed.

(b) Pro Forma Financial Information. As permitted by Item 9.01(b)(2) of Form 8-K, any financial statements required by this Item will be filed by amendment to this Report within *71 days* following the date on which this Current Report on Form 8-K is required to be filed.

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

Exhibit Number	Description
2.1	Merger Agreement, dated as of June 11, 2026, by and among Lixte Biotechnology Holdings, Inc., NBD Merger Sub, Inc., and NOMAD Transportable Power Systems, Inc., (filed as Exhibit 2.1 to the Company's Current Report on Form 8-K, filed on June 16, 2026, and incorporated herein by reference)*
2.2	Amendment No. 1 to Merger Agreement, dated as of June 30, 2026, by and among Lixte Biotechnology Holdings, Inc., NBD Merger Sub, Inc., and NOMAD Transportable Power Systems, Inc.*
3.1	Certificate of Amendment of Certificate of Incorporation of Lixte Biotechnology Holdings, Inc.
3.2	Amendment to Amended and Restated Bylaws
3.3	Certificate of Designations of Preferences, Rights and Limitations of Series D Non-Voting Convertible Preferred Stock
10.1	Registration Rights Agreement
10.2	Stockholder Support Agreement
10.3	Form of Indemnification Agreement
99.1	Press Release, dated July 2, 2026
104	Cover Page Interactive Data File (embedded within the inline XBRL Document)

** Certain schedules and exhibits to the Merger Agreement have been omitted pursuant to Item 601(a)(5) of Regulation S-K. The registrant hereby undertakes to furnish supplementally a copy of any omitted schedule or exhibit to the U.S. Securities and Exchange Commission upon request.*

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: July 2, 2026	LIXTE BIOTECHNOLOGY HOLDINGS, INC. (Registrant)
	By: */s/ Geordan Pursglove* Geordan Pursglove President and Chief Executive Officer

Exhibit 2.2

AMENDMENT NO. 1 TO MERGER AGREEMENT

This Amendment No. 1 to Merger Agreement (this "**Amendment**"), dated as of June 30, 2026, is entered into by and among Lixte Biotechnology Holdings, Inc., a Delaware corporation ("**PubCo**"), NBD Merger Sub, Inc., a Delaware corporation and a wholly owned subsidiary of PubCo ("**Merger Sub**"), and NOMAD Transportable Power Systems, Inc., a Delaware corporation (the "**Company**"). PubCo, Merger Sub, and the Company are referred to herein individually as a "**Party**" and collectively as the "**Parties**."

RECITALS

WHEREAS, the Parties entered into that certain Merger Agreement, dated as of June 11, 2026 (the "**Agreement**");

WHEREAS, Section 9.09 of the Agreement provides that the Agreement may be amended by an agreement in writing signed by each Party;

WHEREAS, the Parties desire to amend Section 2.04(d) of the Agreement to modify the treatment of fractional shares of PubCo Common Stock; and

WHEREAS, the Parties also desire to amend and replace Schedule I to the Agreement to reflect updated share allocations in connection with the foregoing amendment.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I

AMENDMENTS

Section 1.1 **Amendment of Section 2.04(d)**. Section 2.04(d) of the Agreement is hereby amended and restated in its entirety to read as follows:

"(d) No fractional shares of PubCo Common Stock shall be issued in connection with this Agreement. In lieu of the issuance of any fractional share of PubCo Common Stock to which a holder of Company Common Stock would otherwise be entitled pursuant to the Merger, each such fractional share interest shall be rounded to the nearest whole share of PubCo Common Stock (with any fractional share interest of 0.5 or greater being rounded up to the next whole share and any fractional share interest of less than 0.5 being rounded down to the next lower whole share). No cash payment shall be made in respect of any fractional share interest. The parties acknowledge that the rounding of fractional shares was not separately bargained-for consideration, but merely represents a mechanical rounding for purposes of simplifying the corporate and accounting complexities that would otherwise be caused by the issuance of fractional shares of PubCo Common Stock."

Section 1.2 **Amendment of Schedule I**. Schedule I to the Agreement (Stockholders of the Company) is hereby amended and restated in its entirety and replaced with the updated Schedule I attached hereto, which shall be deemed to be Schedule I to the Agreement for all purposes thereunder.

ARTICLE II

MISCELLANEOUS

Section 2.1 **Limited Effect**. Except as expressly amended by this Amendment, the Agreement shall remain in full force and effect and is hereby ratified and confirmed in all respects. This Amendment shall not constitute a waiver, amendment, or modification of any provision of the Agreement not expressly amended hereby.

Section 2.2 **Defined Terms**. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.

Section 2.3 **Governing Law**. This Amendment shall be governed by, and construed in accordance with, the internal laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

Section 2.4 **Counterparts**. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

Section 2.5 **Conflict**. In the event of any conflict or inconsistency between the terms of this Amendment and the terms of the Agreement, the terms of this Amendment shall control.

Section 2.6 **References**. All references in the Agreement to Schedule I shall be deemed to refer to Schedule I as amended and restated by this Amendment.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF the undersigned parties have caused this Amendment to be executed as of the date first written above by their duly authorized officers or representatives.

LIXTE BIOTECHNOLOGY HOLDINGS, INC.

By: *[/s/ Geordan Pursglove]*
Name: Geordan Pursglove
Title: Chief Executive Officer

NBD MERGER SUB, INC.

By: */s/ Geordan Pursglove*
Name: Geordan Pursglove
Title: Chief Executive Officer

NOMAD TRANSPORTABLE POWER SYSTEMS, INC.

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

COMPANY STOCKHOLDER REPRESENTATIVE:

By: */s/ John Travaglini*
Name: John Travaglini

[Signature Page to Amendment No. 1 to Merger Agreement]

AMENDED AND RESTATED SCHEDULE I

STOCKHOLDERS OF THE COMPANY

[Attached]

CERTIFICATE OF AMENDMENT
OF CERTIFICATE OF INCORPORATION
OF LIXTE BIOTECHNOLOGY HOLDINGS, INC.

The corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware does hereby certify:

FIRST: That the Board of Directors of Lixte Biotechnology Holdings, Inc., pursuant to Sections 242(a)(1) and 242(d)(1)(A) of the General Corporation Law of the State of Delaware, duly adopted resolutions setting forth a proposed amendment of the Certificate of Incorporation of said corporation and declaring said amendment to be advisable. The resolution setting forth the proposed amendment is as follows:

RESOLVED, that the Certificate of Incorporation of this corporation be amended by changing the Article thereof numbered "Article 1" so that, as amended, said Article shall be and read as follows:

"The name of the Corporation is NOMAD POWER SOLUTIONS, INC."

SECOND: That the amendment was adopted by the Board of Directors of said corporation without a vote of the stockholders of said corporation, as no vote of stockholders was required pursuant to Section 242 of the General Corporation Law of the State of Delaware.

THIRD: That said amendment was duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.

FOURTH: This amendment to the Certificate of Incorporation will take effect on the 3rd day of July, 2026 at 9:00 am Eastern Daylight Time.

IN WITNESS WHEREOF, said corporation has caused this certificate to be signed this 18th day of June, 2026.

Signed by:
By: Geordan Pursglove
45DB4CAD653E425...
Name: Geordan Pursglove
Title: Chief Executive Officer

State of Delaware
Secretary of State
Division of Corporations
Delivered 04:58 PM 06/18/2026
FILED 04:58 PM 06/18/2026
SR 20263459597 - File Number 3974959

Exhibit 3.2

AMENDMENT TO AMENDED AND RESTATED BYLAWS OF
LIXTE BIOTECHNOLOGY HOLDINGS, INC.
(a Delaware corporation)
(July 1, 2026)

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AMENDMENT TO AMENDED AND RESTATED
BYLAWS OF
LIXTE BIOTECHNOLOGY HOLDINGS, INC.
(Adopted July , 2020)
(Effective as of July , 2020)

ARTICLE I - CORPORATE OFFICES

1.1 REGISTERED OFFICE.

The registered office of Lixte Biotechnology Holdings, Inc. (the "Corporation") shall be fixed in the Corporation's certificate of incorporation, as the same may be amended from time to time (the "Certificate of Incorporation").

1.2 OTHER OFFICES.

The Corporation's board of directors (the "Board") may at any time establish other offices at any place or places where the Corporation is qualified to do business.

ARTICLE II - MEETINGS OF STOCKHOLDERS

2.1 PLACE OF MEETINGS.

Meetings of stockholders shall be held at any place, within or outside the State of Delaware, designated by the Board. The Board may, in its sole discretion, determine that a meeting of stockholders shall not be held at any place, but may instead be held solely by means of remote communication as authorized by Section 211(a)(2) of the General Corporation Law of the State of Delaware (the "DGCL"). In the absence of any such designation or determination, stockholders' meetings shall be held at the Corporation's principal executive office.

2.2 ANNUAL MEETING.

The Board shall designate the date and time of the annual meeting. At the annual meeting, directors shall be elected and other proper business properly brought before the meeting in accordance with Section 2.4 may be transacted. The Corporation may postpone, reschedule or cancel any annual meeting of stockholders previously scheduled by the Board.

2.3 SPECIAL MEETING.

Except as otherwise provided by the Certificate of Incorporation, a special meeting of the stockholders may be called at any time by the Board, chief executive officer or president (in the absence of a chief executive officer), but such special meetings may not be called by the stockholders or any other person or persons.

No business may be transacted at such special meeting other than the business specified in the notice to stockholders. Nothing contained in this paragraph of this Section 2.3 shall be construed as limiting, fixing, or affecting the time when a meeting of stockholders called by action of the Board may be held. The Corporation may postpone, reschedule or cancel any special meeting of stockholders previously scheduled by the Chair of the Board or by the Secretary of the Corporation upon direction of the Board.

2.4 ADVANCE NOTICE PROCEDURES FOR BUSINESS BROUGHT BEFORE A MEETING.

(i) At an annual meeting of the stockholders, only such business shall be conducted as shall have been properly brought before the meeting. To be properly brought before an annual meeting, business must be (a) specified in a notice of meeting given by or at the direction of the Board, (b) if not specified in a notice of meeting, otherwise brought before the meeting by or at the direction of the Board or the chairperson of the Board, or (c) otherwise properly brought before the meeting by a stockholder present in person who (A)(1) was a beneficial owner of shares of the Corporation both at the time of giving the notice provided for in this Section 2.4 and at the time of the meeting, (2) is entitled to vote at the meeting and (3) has complied with this Section 2.4 in all applicable respects, or (B) properly made such proposal in accordance with Rule 14a-8 under the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder (as so amended and inclusive of such rules and regulations, the "Exchange Act"). The foregoing clause (c) shall be the exclusive means for a stockholder to propose business to be brought before an annual meeting of the stockholders. The only matters that may be brought before a special meeting are the matters specified in the notice of meeting given by or at the direction of the person calling the meeting pursuant to Section 2.3 of these bylaws, and stockholders shall not be permitted to propose business to be brought before a special meeting of the stockholders. For purposes of this Section 2.4, "present in person" shall mean that the stockholder proposing that the business be brought before the annual meeting of the Corporation, or, if the proposing stockholder is not an individual, a qualified representative of such proposing stockholder, appear at such annual meeting. A "qualified representative" of such proposing stockholder shall be, if such proposing stockholder is (x) a general or limited partnership, any general partner or person who functions as a general partner of the general or limited partnership or who controls the general or limited partnership, (y) a corporation or a limited liability company, any officer or person who functions as an officer of the corporation or limited liability company or any officer, director, general partner or person who functions as an officer, director or general partner of any entity ultimately in control of the corporation or limited liability company or (z) a trust, any trustee of such trust. Stockholders seeking to nominate persons for election to the Board must comply with Section 2.5 of these bylaws, and this Section 2.4 shall not be applicable to nominations except as expressly provided in Section 2.5 of these bylaws.

(ii) For business to be properly brought before an annual meeting by a stockholder, the stockholder must (a) provide Timely Notice (as defined below) thereof in writing and in proper form to the Secretary of the Corporation and (b) provide any updates or supplements to such notice at the times and in the forms required by this Section 2.4. To be timely, a stockholder's notice must be delivered to, or mailed and received at, the principal executive offices of the Corporation not less than ninety (90) days nor more than one hundred twenty (120) days prior to the one-year anniversary of the preceding year's annual meeting; *provided, however*, that if the date of the annual meeting is more than thirty (30) days before or more than sixty (60) days after such anniversary date, notice by the stockholder to be timely must be so delivered, or mailed and received, not later than the ninetieth (90^{th}) day prior to such annual meeting or, if later, the tenth (10^{th}) day following the day on which public disclosure of the date of such annual meeting was first made (such notice within such time periods, "Timely Notice"). In no event shall any adjournment or postponement of an annual meeting or the announcement thereof commence a new time period for the giving of Timely Notice as described above.

(iii) To be in proper form for purposes of this Section 2.4, a stockholder's notice to the Secretary shall set forth:

(a) As to each Proposing Person (as defined below), (A) the name and address of such Proposing Person (including, if applicable, the name and address that appear on the Corporation's books and records); and (B) the class or series and number of shares of the Corporation that are, directly or indirectly, owned of record or beneficially owned (within the meaning of Rule 13d-3 under the Exchange Act) by such Proposing Person, except that such Proposing Person shall in all events be deemed to beneficially own any shares of any class or series of the Corporation as to which such Proposing Person has a right to acquire beneficial ownership at any time in the future (the disclosures to be made pursuant to the foregoing clauses (A) and (B) are referred to as "Stockholder Information");

(b) As to each Proposing Person, (A) the full notional amount of any securities that, directly or indirectly, underlie any "derivative security" (as such term is defined in Rule 16a-1(c) under the Exchange Act) that constitutes a "call equivalent position" (as such term is defined in Rule 16a-1(b) under the Exchange Act) ("Synthetic Equity Position") and that is, directly or indirectly, held or maintained by such Proposing Person with respect to any shares of any class or series of shares of the Corporation; *provided* that, for the purposes of the definition of "Synthetic Equity Position," the term "derivative security" shall also include any security or instrument that would not otherwise constitute a "derivative security" as a result of any feature that would make any conversion, exercise or similar right or privilege of such security or instrument becoming determinable only at some future date or upon the happening of a future occurrence, in which case the determination of the amount of securities into which such security or instrument would be convertible or exercisable shall be made assuming that such security or instrument is immediately convertible or exercisable at the time of such determination; and, *provided*, *further*, that any Proposing Person satisfying the requirements of Rule 13d-1(b)(1) under the Exchange Act (other than a Proposing Person that so satisfies Rule 13d-1(b)(1) under the Exchange Act solely by reason of Rule 13d-1(b)(1)(ii)(E)) shall not be deemed to hold or maintain the notional amount of any securities that underlie a Synthetic Equity Position held by such Proposing Person as a hedge with respect to a bona fide derivatives trade or position of such Proposing Person arising in the ordinary course of such Proposing Person's business as a derivatives dealer, (B) any rights to dividends on the shares of any class or series of shares of the Corporation owned beneficially by such Proposing Person that are separated or separable from the underlying shares of the Corporation, (C)(x) if such Proposing Person is (i) a general or limited partnership, syndicate or other group, the identity of each general partner and each person who functions as a general partner of the general or limited partnership, each member of the syndicate or group and each person controlling the general partner or member, (ii) a corporation or a limited liability company, the identity of each officer and each person who functions as an officer of the corporation or limited liability company, each person controlling the corporation or limited liability company and each officer, director, general partner and person who functions as an officer, director or general partner of any entity ultimately in control of the corporation or limited liability company or (iii) a trust, any trustee of such trust (each such person or persons set forth in the preceding clauses (i), (ii) and (iii), a "Responsible Person"), any fiduciary duties owed by such Responsible Person to the equity holders or other beneficiaries of such Proposing Person and any material interests or relationships of such Responsible Person that are not shared generally by other record or beneficial holders of the shares of any class or series of the Corporation and that reasonably could have influenced the decision of such Proposing Person to propose such business to be brought before the meeting, and (y) if such Proposing Person is a natural person, any material interests or relationships of such natural person that are not shared generally by other record or beneficial holders of the shares of any class or series of the Corporation and that reasonably could have influenced the decision of such Proposing Person to propose such business to be brought before the meeting, (D) any material shares or any Synthetic Equity Position in any principal competitor of the Corporation in any principal industry of the Corporation held by such Proposing Persons, (E) a summary of any material discussions regarding the business proposed to be brought before the meeting (x) between or among any of the Proposing Persons or (y) between or among any Proposing Person and any other record or beneficial holder of the shares of any class or series of the Corporation (including their names), (F) any material pending or threatened legal proceeding in which such Proposing Person is a party or material participant involving the Corporation or any of its officers or directors, or any affiliate of the Corporation, (G) any other material relationship between such Proposing Person, on the one hand, and the Corporation, any affiliate of the Corporation or any principal competitor of the Corporation, on the other hand, (H) any direct or indirect material interest in any material contract or agreement of such Proposing Person with the Corporation, any affiliate of the Corporation or any principal competitor of the Corporation (including, in any such case, any employment agreement, collective bargaining agreement or consulting agreement) and (I) any other information relating to such Proposing Person that would be required to be disclosed in a proxy statement or other filing required to be made in connection with solicitations of proxies or consents by such Proposing Person in support of the business proposed to be brought before the meeting pursuant to Section 14(a) of the Exchange Act (the disclosures to be made pursuant to the foregoing clauses (A) through (I) are referred to as "Disclosable Interests"); *provided*, *however*, that Disclosable Interests shall not include any such disclosures with respect to the ordinary course business activities of any broker, dealer, commercial bank, trust company or other nominee who is a Proposing Person solely as a result of being the stockholder directed to prepare and submit the notice required by these bylaws on behalf of a beneficial owner; and

(c) As to each item of business that the stockholder proposes to bring before the annual meeting, (A) a brief description of the business desired to be brought before the annual meeting, the reasons for conducting such business at the annual meeting and any material interest in such business of each Proposing Person, (B) the text of the proposal or business (including the text of any resolutions proposed for consideration and in the event that such business includes a proposal to amend the bylaws of the Corporation, the language of the proposed amendment), (C) a reasonably detailed description of all agreements, arrangements and understandings between or among any of the Proposing Persons or between or among any Proposing Person and any other person or entity (including their names) in connection with the proposal of such business by such stockholder and (D) any other information relating to such item of business that would be required to be disclosed in a proxy statement or other filing required to be made in connection with solicitations of proxies in support of the business proposed to be brought before the meeting pursuant to Section 14(a) of the Exchange Act; *provided*, *however*, that the disclosures required by this Section 2.4(iii) shall not include any disclosures with respect to any broker, dealer, commercial bank, trust company or other nominee who is a Proposing Person solely as a result of being the stockholder directed to prepare and submit the notice required by these bylaws on behalf of a beneficial owner.

(iv) For purposes of this Section 2.4, the term "Proposing Person" shall mean (a) the stockholder providing the notice of business proposed to be brought before an annual meeting, (b) the beneficial owner or beneficial owners, if different, on whose behalf the notice of the business proposed to be brought before the annual meeting is made and (c) any participant (as defined in paragraphs (a)(ii)-(vi) of Instruction 3 to Item 4 of Schedule 14A) with such stockholder in such solicitation or associate (within the meaning of Rule 12b-2 under the Exchange Act for the purposes of these bylaws) of such stockholder or beneficial owner.

(v) A Proposing Person shall update and supplement its notice to the Corporation of its intent to propose business at an annual meeting, if necessary, so that the information provided or required to be provided in such notice pursuant to this Section 2.4 shall be true and correct as of the record date for notice of the meeting and as of the date that is ten (10) business days prior to the meeting or any adjournment or postponement thereof, and such update and supplement shall be delivered to, or mailed and received by, the Secretary at the principal executive offices of the Corporation not later than five (5) business days after the record date for notice of the meeting (in the case of the update and supplement required to be made as of such record date), and not later than eight (8) business days prior to the date for the meeting or, if practicable, any adjournment or postponement thereof (and, if not practicable, on the first practicable date prior to the date to which the meeting has been adjourned or postponed) (in the case of the update and supplement required to be made as of ten (10) business days prior to the meeting or any adjournment or postponement thereof).

(vi) Notwithstanding anything in these bylaws to the contrary, no business shall be conducted at an annual meeting that is not properly brought before the meeting in accordance with this Section 2.4. The presiding officer of the meeting shall, if the facts warrant, determine that the business was not properly brought before the meeting in accordance with this Section 2.4, and if he or she should so determine, he or she shall so declare to the meeting and any such business not properly brought before the meeting shall not be transacted.

(vii) This Section 2.4 is expressly intended to apply to any business proposed to be brought before an annual meeting of stockholders, other than any proposal made in accordance with Rule 14a-8 under the Exchange Act and included in the Corporation's proxy statement. In addition to the requirements of this Section 2.4 with respect to any business proposed to be brought before an annual meeting, each Proposing Person shall comply with all applicable requirements of the Exchange Act with respect to any such business. Nothing in this Section 2.4 shall be deemed to affect the rights of stockholders to request inclusion of proposals in the Corporation's proxy statement pursuant to Rule 14a-8 under the Exchange Act.

(viii) For purposes of these bylaws, "public disclosure" shall mean disclosure in a press release reported by a national news service or in a document publicly filed by the Corporation with the Securities and Exchange Commission pursuant to Sections 13, 14 or 15(d) of the Exchange Act.

2.5 ADVANCE NOTICE PROCEDURES FOR NOMINATIONS OF DIRECTORS.

(i) Nominations of any person for election to the Board at an annual meeting or at a special meeting (but only if the election of directors is a matter specified in the notice of meeting given by or at the direction of the person calling such special meeting) may be made at such meeting only (a) by or at the direction of the Board, including by any committee or persons authorized to do so by the Board or these bylaws, or (b) by a stockholder present in person (A) who was a beneficial owner of shares of the Corporation both at the time of giving the notice provided for in this Section 2.5 and at the time of the meeting, (B) is entitled to vote at the meeting and (C) has complied with this Section 2.5 as to such notice and nomination. The foregoing clause (b) shall be the exclusive means for a stockholder to make any nomination of a person or persons for election to the Board at an annual meeting or special meeting. For purposes of this Section 2.5, "present in person" shall mean that the stockholder proposing that the business be brought before the meeting of the Corporation, or, if the proposing stockholder is not an individual, a qualified representative of such stockholder, appear at such meeting. A "qualified representative" of such proposing stockholder shall be, if such proposing stockholder is (x) a general or limited partnership, any general partner or person who functions as a general partner of the general or limited partnership or who controls the general or limited partnership, (y) a corporation or a limited liability company, any officer or person who functions as an officer of the corporation or limited liability company or any officer, director, general partner or person who functions as an officer, director or general partner of any entity ultimately in control of the corporation or limited liability company or (z) a trust, any trustee of such trust.

(ii) Without qualification, for a stockholder to make any nomination of a person or persons for election to the Board at an annual meeting, the stockholder must (a) provide Timely Notice (as defined in Section 2.4(ii) of these bylaws) thereof in writing and in proper form to the Secretary of the Corporation, (b) provide the information with respect to such stockholder and its proposed nominee as required by this Section 2.5, and (c) provide any updates or supplements to such notice at the times and in the forms required by this Section 2.5. Without qualification, if the election of directors is a matter specified in the notice of meeting given by or at the direction of the person calling such special meeting, then for a stockholder to make any nomination of a person or persons for election to the Board at a special meeting, the stockholder must (a) provide timely notice thereof in writing and in proper form to the Secretary of the Corporation at the principal executive offices of the Corporation, (b) provide the information with respect to such stockholder and its proposed nominee as required by this Section 2.5, and (c) provide any updates or supplements to such notice at the times and in the forms required by this Section 2.5. To be timely, a stockholder's notice for nominations to be made at a special meeting must be delivered to, or mailed and received at, the principal executive offices of the Corporation not earlier than the one hundred twentieth (120^{th}) day prior to such special meeting and not later than the ninetieth (90^{th}) day prior to such special meeting or, if later, the tenth (10^{th}) day following the day on which public disclosure (as defined in Section 2.4(ix) of these bylaws) of the date of such special meeting was first made. In no event shall any adjournment or postponement of an annual meeting or special meeting or the announcement thereof commence a new time period for the giving of a stockholder's notice as described above.

(iii) To be in proper form for purposes of this Section 2.5, a stockholder's notice to the Secretary shall set forth:

(a) As to each Nominating Person (as defined below), the Stockholder Information (as defined in Section 2.4(iii)(a) of these bylaws) except that for purposes of this Section 2.5, the term "Nominating Person" shall be substituted for the term "Proposing Person" in all places it appears in Section 2.4(iii)(a);

(b) As to each Nominating Person, any Disclosable Interests (as defined in Section 2.4(iii)(b), except that for purposes of this Section 2.5 the term "Nominating Person" shall be substituted for the term "Proposing Person" in all places it appears in Section 2.4(iii)(b) and the disclosure with respect to the business to be brought before the meeting in Section 2.4(iii)(b) shall be made with respect to the election of directors at the meeting);

(c) As to each person whom a Nominating Person proposes to nominate for election as a director, (A) all information with respect to such proposed nominee that would be required to be set forth in a stockholder's notice pursuant to this Section 2.5 if such proposed nominee were a Nominating Person, (B) all information relating to such proposed nominee that is required to be disclosed in a proxy statement or other filings required to be made in connection with solicitations of proxies for election of directors in a contested election pursuant to Section 14(a) under the Exchange Act (including such proposed nominee's written consent to being named in the proxy statement as a nominee and to serving as a director if elected), (C) a description of any direct or indirect material interest in any material contract or agreement between or among any Nominating Person, on the one hand, and each proposed nominee or his or her respective associates or any other participants in such solicitation, on the other hand, including, without limitation, all information that would be required to be disclosed pursuant to Item 404 under Regulation S-K if such Nominating Person were the "registrant" for purposes of such rule and the proposed nominee were a director or executive officer of such registrant (the disclosures to be made pursuant to the foregoing clauses (A) through (C) are referred to as "Nominee Information"), and (D) a completed and signed questionnaire, representation and agreement as provided in Section 2.5(vi); and

(d) The Corporation may require any proposed nominee to furnish such other information (A) as may reasonably be required by the Corporation to determine the eligibility of such proposed nominee to serve as an independent director of the Corporation in accordance with the Corporation's Corporate Governance Guidelines or (B) that could be material to a reasonable stockholder's understanding of the independence or lack of independence of such proposed nominee.

(iv) For purposes of this Section 2.5, the term "Nominating Person" shall mean (a) the stockholder providing the notice of the nomination proposed to be made at the meeting, (b) the beneficial owner or beneficial owners, if different, on whose behalf the notice of the nomination proposed to be made at the meeting is made and (c) any associate of such stockholder or beneficial owner or any other participant in such solicitation.

(v) A stockholder providing notice of any nomination proposed to be made at a meeting shall further update and supplement such notice, if necessary, so that the information provided or required to be provided in such notice pursuant to this Section 2.5 shall be true and correct as of the record date for notice of the meeting and as of the date that is ten (10) business days prior to the meeting or any adjournment or postponement thereof, and such update and supplement shall be delivered to, or mailed and received by, the Secretary at the principal executive offices of the Corporation not later than five (5) business days after the record date for notice of the meeting (in the case of the update and supplement required to be made as of such record date), and not later than eight (8) business days prior to the date for the meeting or, if practicable, any adjournment or postponement thereof (and, if not practicable, on the first practicable date prior to the date to which the meeting has been adjourned or postponed) (in the case of the update and supplement required to be made as of ten (10) business days prior to the meeting or any adjournment or postponement thereof).

(vi) To be eligible to be a nominee for election as a director of the Corporation at an annual or special meeting, the proposed nominee must be nominated in the manner prescribed in Section 2.5 and must deliver (in accordance with the time period prescribed for delivery in a notice to such proposed nominee given by or on behalf of the Board), to the Secretary at the principal executive offices of the Corporation, (a) a completed written questionnaire (in a form provided by the Corporation) with respect to the background, qualifications, stock ownership and independence of such proposed nominee and (b) a written representation and agreement (in form provided by the Corporation) that such proposed nominee (A) is not and, if elected as a director during his or her term of office, will not become a party to (1) any agreement, arrangement or understanding with, and has not given and will not give any commitment or assurance to, any person or entity as to how such proposed nominee, if elected as a director of the Corporation, will act or vote on any issue or question (a "Voting Commitment") or (2) any Voting Commitment that could limit or interfere with such proposed nominee's ability to comply, if elected as a director of the Corporation, with such proposed nominee's fiduciary duties under applicable law, (B) is not, and will not become a party to, any agreement, arrangement or understanding with any person or entity other than the Corporation with respect to any direct or indirect compensation or reimbursement for service as a director and (C) if elected as a director of the Corporation, will comply with all applicable corporate governance, conflict of interest, confidentiality, stock ownership and trading and other policies and guidelines of the Corporation applicable to directors and in effect during such person's term in office as a director (and, if requested by any proposed nominee, the Secretary of the Corporation shall provide to such proposed nominee all such policies and guidelines then in effect).

(vii) In addition to the requirements of this Section 2.5 with respect to any nomination proposed to be made at a meeting, each Proposing Person shall comply with all applicable requirements of the Exchange Act with respect to any such nominations.

(viii) No proposed nominee shall be eligible for nomination as a director of the Corporation unless such proposed nominee and the Nominating Person seeking to place such proposed nominee's name in nomination have complied with this Section 2.5, as applicable. The presiding officer at the meeting shall, if the facts warrant, determine that a nomination was not properly made in accordance with this Section 2.5, and if he or she should so determine, he or she shall so declare such determination to the meeting, the defective nomination shall be disregarded and any ballots cast for the proposed nominee in question (but in the case of any form of ballot listing other qualified nominees, only the ballots cast for the nominee in question) shall be void and of no force or effect.

2.6 NOTICE OF STOCKHOLDERS' MEETINGS.

Unless otherwise provided by law, the Certificate of Incorporation or these bylaws, the notice of any meeting of stockholders shall be sent or otherwise given in accordance with either Section 2.7 or Section 8.1 of these bylaws not less than ten (10) nor more than sixty (60) days before the date of the meeting to each stockholder entitled to vote at such meeting. The notice shall specify the place, if any, date and hour of the meeting, the means of remote communication, if any, by which stockholders and proxy holders may be deemed to be present in person and vote at such meeting, and, in the case of a special meeting, the purpose or purposes for which the meeting is called.

2.7 MANNER OF GIVING NOTICE; AFFIDAVIT OF NOTICE.

Notice of any meeting of stockholders shall be deemed given:

(i) if mailed, when deposited in the U.S. mail, postage prepaid, directed to the stockholder at his or her address as it appears on the Corporation's records; or

(ii) if electronically transmitted as provided in Section 8.1 of these bylaws.

An affidavit of the secretary or an assistant secretary of the Corporation or of the transfer agent or any other agent of the Corporation that the notice has been given by mail or by a form of electronic transmission, as applicable, shall, in the absence of fraud, be prima facie evidence of the facts stated therein.

2.8 QUORUM.

Unless otherwise provided by law, the Certificate of Incorporation or these bylaws, the holders of 33-1/3% in voting power of the stock issued and outstanding and entitled to vote, present in person, or by remote communication, if applicable, or represented by proxy, shall constitute a quorum for the transaction of business at all meetings of the stockholders. If, however, a quorum is not present or represented at any meeting of the stockholders, then either (i) the chairperson of the meeting or (ii) 33-1/3% in voting power of the stockholders entitled to vote at the meeting, present in person, or by remote communication, if applicable, or represented by proxy, shall have power to adjourn the meeting from time to time in the manner provided in Section 2.9 of these bylaws until a quorum is present or represented. At such adjourned meeting at which a quorum is present or represented, any business may be transacted that might have been transacted at the meeting as originally noticed.

2.9 ADJOURNED MEETING; NOTICE.

When a meeting is adjourned to another time or place, unless these bylaws otherwise require, notice need not be given of the adjourned meeting if the time, place, if any, thereof, and the means of remote communications, if any, by which stockholders and proxy holders may be deemed to be present in person and vote at such adjourned meeting are announced at the meeting at which the adjournment is taken. At the adjourned meeting, the Corporation may transact any business which might have been transacted at the original meeting. If the adjournment is for more than thirty (30) days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting.

2.10 CONDUCT OF BUSINESS.

The date and time of the opening and the closing of the polls for each matter upon which the stockholders will vote at a meeting shall be announced at the meeting by the chair of the meeting. The Board may adopt by resolution such rules and regulations for the conduct of the meeting of stockholders as it shall deem appropriate. Except to the extent inconsistent with such rules and regulations as adopted by the Board, the chair of any meeting of stockholders shall have the right and authority to convene and (for any or no reason) to recess and/or adjourn the meeting, to prescribe such rules, regulations and procedures and to do all such acts as, in the judgment of such chair of the meeting, are appropriate for the proper conduct of the meeting. Such rules, regulations or procedures, whether adopted by the Board or prescribed by the chair of the meeting, may include, without limitation, the following: (i) the establishment of an agenda or order of business for the meeting; (ii) rules and procedures for maintaining order at the meeting and the safety of those present; (iii) limitations on attendance at or participation in the meeting to stockholders entitled to vote at the meeting, their duly authorized and constituted proxies or such other persons as the presiding person of the meeting shall determine; (iv) restrictions on entry to the meeting after the time fixed for the commencement thereof; and (v) limitations on the time allotted to questions or comments by participants. The chair of any meeting of stockholders, in addition to making any other determinations that may be appropriate to the conduct of the meeting, shall, if the facts warrant, determine and declare to the meeting that a matter or business was not properly brought before the meeting and if such chair of the meeting should so determine, such chair of the meeting shall so declare to the meeting and any such matter or business not properly brought before the meeting shall not be transacted or considered. Unless and to the extent determined by the Board or the chair of the meeting, meetings of stockholders shall not be required to be held in accordance with the rules of parliamentary procedure.

2.11 VOTING.

The stockholders entitled to vote at any meeting of stockholders shall be determined in accordance with the provisions of Section 2.13 of these bylaws, subject to Section 217 (relating to voting rights of fiduciaries, pledgors and joint owners of stock) and Section 218 (relating to voting trusts and other voting agreements) of the DGCL.

Except as may be otherwise provided in the Certificate of Incorporation or these bylaws, each stockholder entitled to vote at a meeting of stockholders shall be entitled to one (1) vote for each share of capital stock held by such stockholder which has voting power upon the matter in question.

At all duly called or convened meetings of stockholders, at which a quorum is present, for the election of directors, a plurality of the votes cast shall be sufficient to elect a director. Except as otherwise provided by the Certificate of Incorporation, these bylaws, the rules or regulations of any stock exchange applicable to the Corporation, or applicable law or pursuant to any regulation applicable to the Corporation or its securities, all other elections and questions presented to the stockholders at a duly called or convened meeting, at which a quorum is present, shall be decided by the majority of the votes cast affirmatively or negatively (excluding abstentions and broker non-votes) and shall be valid and binding upon the Corporation.

2.12 STOCKHOLDER ACTION BY WRITTEN CONSENT WITHOUT A MEETING.

Any action required or permitted to be taken by the stockholders of the Corporation at any annual or special meeting of stockholders of this Corporation, may be taken without a meeting, without prior notice, and without a vote, if a consent in writing, setting forth the actions so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted. A prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing. Action taken pursuant to this paragraph shall be subject to the provisions of Section 228 of the General Corporation Law.

2.13 RECORD DATE FOR STOCKHOLDER NOTICE; VOTING; GIVING CONSENTS.

In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board may fix, in advance, a record date, which record date shall not precede the date on which the resolution fixing the record date is adopted and which shall not be more than sixty (60) nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other such action.

If the Board does not so fix a record date:

(i) The record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held.

(ii) The record date for determining stockholders for any other purpose shall be at the close of business on the day on which the Board adopts the resolution relating thereto.

A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; *provided, however*, that the Board may fix a new record date for the adjourned meeting.

2.14 PROXIES.

Each stockholder entitled to vote at a meeting of stockholders may authorize another person or persons to act for such stockholder by proxy authorized by an instrument in writing or by a transmission permitted by law filed in accordance with the procedure established for the meeting, but no such proxy shall be voted or acted upon after three (3) years from its date, unless the proxy provides for a longer period. The revocability of a proxy that states on its face that it is irrevocable shall be governed by the provisions of Section 212 of the DGCL. A proxy may be in the form of a telegram, cablegram or other means of electronic transmission which sets forth or is submitted with information from which it can be determined that the telegram, cablegram or other means of electronic transmission was authorized by the stockholder.

2.15 LIST OF STOCKHOLDERS ENTITLED TO VOTE.

The Corporation shall prepare, at least ten (10) days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. The Corporation shall not be required to include electronic mail addresses or other electronic contact information on such list. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting for a period of at least ten (10) days prior to the meeting: (i) on a reasonably accessible electronic network, provided that the information required to gain access to such list is provided with the notice of the meeting, or (ii) during ordinary business hours, at the Corporation's principal executive office. In the event that the Corporation determines to make the list available on an electronic network, the Corporation may take reasonable steps to ensure that such information is available only to stockholders of the Corporation. If the meeting is to be held at a place, then the list shall be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder who is present. If the meeting is to be held solely by means of remote communication, then the list shall also be open to the examination of any stockholder during the whole time of the meeting on a reasonably accessible electronic network, and the information required to access such list shall be provided with the notice of the meeting. Such list shall presumptively determine the identity of the stockholders entitled to vote at the meeting and the number of shares held by each of them.

2.16 INSPECTORS OF ELECTION.

Before any meeting of stockholders, the Board shall appoint an inspector or inspectors of election to act at the meeting or its adjournment and make a written report thereof. The number of inspectors shall be either one (1) or three (3). If any person appointed as inspector fails to appear or fails or refuses to act, then the chairperson of the meeting may, and upon the request of any stockholder or a stockholder's proxy shall, appoint a person to fill that vacancy.

Such inspectors shall:

(i) ascertain the number of shares of capital stock of the corporation outstanding and the voting power of each such share;

(ii) determine the shares of capital stock of the corporation represented at the meeting and the validity of proxies and ballots;

(iii) count all votes and ballots;

(iv) determine and retain for a reasonable period a record of the disposition of any challenges made to any determination by the inspectors; and

(v) certify their determination of the number of shares of capital stock of the corporation represented at the meeting and such inspectors' count of all votes and ballots.

(vi) The inspectors of election shall perform their duties impartially, in good faith, to the best of their ability and as expeditiously as is practical. If there are three (3) inspectors of election, the decision, act or certificate of a majority is effective in all respects as the decision, act or certificate of all. Any report or certificate made by the inspectors of election is prima facie evidence of the facts stated therein. The inspectors of election may appoint such persons to assist them in performing their duties as they determine.

ARTICLE III - DIRECTORS

3.1 POWERS.

Subject to the provisions of the DGCL and any limitations in the Certificate of Incorporation, the business and affairs of the Corporation shall be managed and all corporate powers shall be exercised by or under the direction of the Board.

3.2 NUMBER OF DIRECTORS.

The authorized number of directors shall be determined from time to time by resolution of the Board, provided the Board shall consist of at least one member. No reduction of the authorized number of directors shall have the effect of removing any director before that director's term of office expires.

3.3 ELECTION, QUALIFICATION AND TERM OF OFFICE OF DIRECTORS.

Except as provided in Section 3.4 of these bylaws, each director, including a director elected to fill a vacancy, shall hold office until the expiration of the term for which elected and until such director's successor is elected and qualified or until such director's earlier death, resignation or removal. Directors need not be stockholders unless so required by the Certificate of Incorporation or these bylaws. The Certificate of Incorporation or these bylaws may prescribe other qualifications for directors.

3.4 RESIGNATION AND VACANCIES.

Any director may resign at any time upon notice given in writing or by electronic transmission to the Corporation. When one or more directors so resigns and the resignation is effective at a future date, a majority of the directors then in office, including those who have so resigned, shall have power to fill such vacancy or vacancies, the vote thereon to take effect when such resignation or resignations shall become effective, and each director so chosen shall hold office as provided in this section in the filling of other vacancies.

Unless otherwise provided in the Certificate of Incorporation or these bylaws, vacancies and newly created directorships resulting from any increase in the authorized number of directors shall, unless the Board determines by resolution that any such vacancies or newly created directorships shall be filled by stockholders, be filled only by a majority of the directors then in office, although less than a quorum, or by a sole remaining director. Any director elected in accordance with the preceding sentence shall hold office for the remainder of the full term of the director for which the vacancy was created or occurred and until such director's successor shall have been elected and qualified. A vacancy in the Board of Directors shall be deemed to exist under these bylaws in the case of the death, removal or resignation of any director.

3.5 PLACE OF MEETINGS; MEETINGS BY TELEPHONE.

The Board may hold meetings, both regular and special, either within or outside the State of Delaware.

Unless otherwise restricted by the Certificate of Incorporation or these bylaws, members of the Board, or any committee designated by the Board, may participate in a meeting of the Board, or any committee, by means of conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other, and such participation in a meeting pursuant to this bylaw shall constitute presence in person at the meeting.

3.6 REGULAR MEETINGS.

Regular meetings of the Board may be held without notice at such time and at such place as shall from time to time be determined by the Board.

3.7 SPECIAL MEETINGS; NOTICE.

Special meetings of the Board for any purpose or purposes may be called at any time by the chairperson of the Board, the chief executive officer, the president, the secretary or a majority of the authorized number of directors.

Notice of the time and place of special meetings shall be:

(i) delivered personally by hand, by courier or by telephone;
(ii) sent by United States first-class mail, postage prepaid;
(iii) sent by facsimile; or
(iv) sent by electronic mail,

directed to each director at that director’s address, telephone number, facsimile number or electronic mail address, as the case may be, as shown on the Corporation’s records.

If the notice is (i) delivered personally by hand, by courier or by telephone, (ii) sent by facsimile or (iii) sent by electronic mail, it shall be delivered or sent at least twenty-four (24) hours before the time of the holding of the meeting. If the notice is sent by U.S. mail, it shall be deposited in the U.S. mail at least four (4) days before the time of the holding of the meeting. Any oral notice may be communicated to the director. The notice need not specify the place of the meeting (if the meeting is to be held at the Corporation’s principal executive office) nor the purpose of the meeting.

3.8 QUORUM.

At all meetings of the Board, a majority of the authorized number of directors shall constitute a quorum for the transaction of business. The vote of a majority of the directors present at any meeting at which a quorum is present shall be the act of the Board, except as may be otherwise specifically provided by statute, the Certificate of Incorporation or these bylaws. If a quorum is not present at any meeting of the Board, then the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present.

3.9 BOARD ACTION BY WRITTEN CONSENT WITHOUT A MEETING.

Unless otherwise restricted by the Certificate of Incorporation or these bylaws, any action required or permitted to be taken at any meeting of the Board, or of any committee thereof, may be taken without a meeting if all members of the Board or committee, as the case may be, consent thereto in writing or by electronic transmission and the writing or writings or electronic transmission or transmissions are filed with the minutes of proceedings of the Board or committee. Such filing shall be in paper form if the minutes are maintained in paper form and shall be in electronic form if the minutes are maintained in electronic form.

3.10 FEES AND COMPENSATION OF DIRECTORS.

Unless otherwise restricted by the Certificate of Incorporation or these bylaws, the Board shall have the authority to fix the compensation of directors.

3.11 REMOVAL OF DIRECTORS.

Except as otherwise provided by the DGCL or the Certificate of Incorporation, the Board of Directors or any individual director may be removed from office at any time, but only with cause by the affirmative vote of the holders of at least sixty six and two thirds percent (66-2/3%) of the voting power of all the then outstanding shares of voting stock of the Corporation with the power to vote at an election of directors (the "Voting Stock").

No reduction of the authorized number of directors shall have the effect of removing any director prior to the expiration of such director's term of office.

ARTICLE IV - COMMITTEES

4.1 COMMITTEES OF DIRECTORS.

The Board may designate one (1) or more committees, each committee to consist of one (1) or more of the directors of the Corporation. The Board may designate one (1) or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of a member of a committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not such member or members constitute a quorum, may unanimously appoint another member of the Board to act at the meeting in the place of any such absent or disqualified member. Any such committee, to the extent provided in the resolution of the Board or in these bylaws, shall have and may exercise all the powers and authority of the Board in the management of the business and affairs of the Corporation, and may authorize the seal of the Corporation to be affixed to all papers that may require it; but no such committee shall have the power or authority to (i) approve or adopt, or recommend to the stockholders, any action or matter expressly required by the DGCL to be submitted to stockholders for approval, or (ii) adopt, amend or repeal any bylaw of the Corporation.

4.2 COMMITTEE MINUTES.

Each committee shall keep regular minutes of its meetings and report the same to the Board when required.

4.3 MEETINGS AND ACTION OF COMMITTEES.

Meetings and actions of committees shall be governed by, and held and taken in accordance with, the provisions of:

(i) Section 3.5 (place of meetings and meetings by telephone);
(ii) Section 3.6 (regular meetings);
(iii) Section 3.7 (special meetings and notice);
(iv) Section 3.8 (quorum);
(v) Section 7.12 (waiver of notice); and
(vi) Section 3.9 (action without a meeting),

with such changes in the context of those bylaws as are necessary to substitute the committee and its members for the Board and its members. *However*:

(i) the time of regular meetings of committees may be determined either by resolution of the Board or by resolution of the committee;

(ii) special meetings of committees may also be called by resolution of the Board or the chairperson of the applicable committee;

(iii) notice of special meetings of committees shall also be given to all alternate members, who shall have the right to attend all meetings of the committee; and

(iv) the Board may adopt rules for the governance of any committee to override the provisions that would otherwise apply to the committee pursuant to this Section 4.3, provided that such rules do not violate the provisions of the Certificate of Incorporation or applicable law.

ARTICLE V - OFFICERS

5.1 OFFICERS.

The officers of the Corporation shall be a president and a secretary. The Corporation may also have, at the discretion of the Board, a chairperson of the Board, a vice chairperson of the Board, a chief executive officer, a chief financial officer or treasurer, one (1) or more vice presidents, one (1) or more assistant vice presidents, one (1) or more assistant treasurers, one (1) or more assistant secretaries, and any such other officers as may be appointed in accordance with the provisions of these bylaws. Any number of offices may be held by the same person.

5.2 APPOINTMENT OF OFFICERS.

The Board shall appoint the officers of the Corporation, except such officers as may be appointed in accordance with the provisions of Section 5.3 of these bylaws, subject to the rights, if any, of an officer under any contract of employment.

5.3 SUBORDINATE OFFICERS.

The Board may appoint, or empower the chief executive officer or, in the absence of a chief executive officer, the president, to appoint, such other officers and agents as the business of the Corporation may require. Each of such officers and agents shall hold office for such period, have such authority, and perform such duties as are provided in these bylaws or as the Board may from time to time determine.

5.4 REMOVAL AND RESIGNATION OF OFFICERS.

Subject to the rights, if any, of an officer under any contract of employment, any officer may be removed, either with or without cause, by an affirmative vote of the majority of the Board at any regular or special meeting of the Board or, except in the case of an officer chosen by the Board, by any officer upon whom such power of removal may be conferred by the Board.

Any officer may resign at any time by giving written notice to the Corporation. Any resignation shall take effect at the date of the receipt of that notice or at any later time specified in that notice. Unless otherwise specified in the notice of resignation, the acceptance of the resignation shall not be necessary to make it effective. Any resignation is without prejudice to the rights, if any, of the Corporation under any contract to which the officer is a party.

5.5 VACANCIES IN OFFICES.

Any vacancy occurring in any office of the Corporation shall be filled by the Board or as provided in Section 5.2.

5.6 REPRESENTATION OF SHARES OF OTHER CORPORATIONS.

The chairperson of the Board, the chief executive officer, the president, any vice president, the treasurer, the secretary or assistant secretary of this Corporation, or any other person authorized by the Board , the chief executive officer, the president or a vice president, is authorized to vote, represent and exercise on behalf of this Corporation all rights incident to any and all shares of any other corporation or corporations standing in the name of this Corporation. The authority granted herein may be exercised either by such person directly or by any other person authorized to do so by proxy or power of attorney duly executed by such person having the authority.

5.7 AUTHORITY AND DUTIES OF OFFICERS.

All officers of the Corporation shall respectively have such authority and perform such duties in the management of the business of the Corporation as may be designated from time to time by the Board or the stockholders and, to the extent not so provided, as generally pertain to their respective offices, subject to the control of the Board.

ARTICLE VI - RECORDS AND REPORTS

6.1 MAINTENANCE AND INSPECTION OF RECORDS.

The Corporation shall, either at its principal executive office or at such place or places as designated by the Board, keep a record of its stockholders listing their names and addresses and the number and class of shares held by each stockholder, a copy of these bylaws as amended to date, accounting books and other records.

Any stockholder of record, in person or by attorney or other agent, shall, upon written demand under oath stating the purpose thereof, have the right during the usual hours for business to inspect for any proper purpose the Corporation’s stock ledger, a list of its stockholders, and its other books and records and to make copies or extracts therefrom. A proper purpose shall mean a purpose reasonably related to such person’s interest as a stockholder. In every instance where an attorney or other agent is the person who seeks the right to inspection, the demand under oath shall be accompanied by a power of attorney or such other writing that authorizes the attorney or other agent so to act on behalf of the stockholder. The demand under oath shall be directed to the Corporation at its registered office in Delaware or at its principal executive office.

6.2 INSPECTION BY DIRECTORS.

Any director shall have the right to examine the Corporation’s stock ledger, a list of its stockholders, and its other books and records for a purpose reasonably related to his or her position as a director to the extent such director is entitled to do so under Section 220 of the DGCL.

The Court of Chancery is hereby vested with the exclusive jurisdiction to determine whether a director is entitled to the inspection sought. The Court may summarily order the Corporation to permit the director to inspect any and all books and records, the stock ledger, and the stock list and to make copies or extracts therefrom. The Court may, in its discretion, prescribe any limitations or conditions with reference to the inspection, or award such other and further relief as the Court may deem just and proper.

ARTICLE VII - GENERAL MATTERS

7.1 EXECUTION OF CORPORATE CONTRACTS AND INSTRUMENTS.

The Board, except as otherwise provided in these bylaws, may authorize any officer or officers, or agent or agents, to enter into any contract or execute any instrument in the name of and on behalf of the Corporation; such authority may be general or confined to specific instances. Unless so authorized or ratified by the Board or within the agency power of an officer, no officer, agent or employee shall have any power or authority to bind the Corporation by any contract or engagement or to pledge its credit or to render it liable for any purpose or for any amount.

7.2 STOCK CERTIFICATES; PARTLY PAID SHARES.

The shares of the Corporation shall be represented by certificates, provided that the Board may provide by resolution or resolutions that some or all of any or all classes or series of stock shall be uncertificated shares. Any such resolution shall not apply to shares represented by a certificate until such certificate is surrendered to the corporation. Certificates for the shares of stock, if any, shall be in such form as is consistent with the Certificate of Incorporation and applicable law. Every holder of stock represented by a certificate shall be entitled to have a certificate signed by, or in the name of the Corporation by any two authorized officers of the Corporation (it being understood that each of the chairperson or vice-chairperson of the Board, or the president or vice-president, and by the treasurer or an assistant treasurer, or the secretary or an assistant secretary of the Corporation shall be an authorized officer for such purpose), representing the number of shares registered in certificate form. Any or all of the signatures on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate has ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he or she were such officer, transfer agent or registrar at the date of issue.

The Corporation may issue the whole or any part of its shares as partly paid and subject to call for the remainder of the consideration to be paid therefor. Upon the face or back of each stock certificate issued to represent any such partly paid shares, upon the books and records of the Corporation in the case of uncertificated partly paid shares, the total amount of the consideration to be paid therefor and the amount paid thereon shall be stated. Upon the declaration of any dividend on fully paid shares, the Corporation shall declare a dividend upon partly paid shares of the same class, but only upon the basis of the percentage of the consideration actually paid thereon.

7.3 SPECIAL DESIGNATION ON CERTIFICATES.

If the Corporation is authorized to issue more than one class of stock or more than one series of any class, then the powers, the designations, the preferences and the relative, participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences and/or rights shall be set forth in full or summarized on the face or back of the certificate that the Corporation shall issue to represent such class or series of stock; *provided, however*, that, except as otherwise provided in Section 202 of the DGCL, in lieu of the foregoing requirements, there may be set forth on the face or back of the certificate that the Corporation shall issue to represent such class or series of stock a statement that the Corporation will furnish without charge to each stockholder who so requests the powers, the designations, the preferences and the relative, participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences and/or rights.

7.4 LOST CERTIFICATES.

Except as provided in this Section 7.4, no new certificates for shares shall be issued to replace a previously issued certificate unless the latter is surrendered to the Corporation and cancelled at the same time. The Corporation may issue a new certificate of stock or uncertificated shares in the place of any certificate theretofore issued by it, alleged to have been lost, stolen or destroyed, and the Corporation may require the owner of the lost, stolen or destroyed certificate, or such owner’s legal representative, to give the Corporation a bond sufficient to indemnify it against any claim that may be made against it on account of the alleged loss, theft or destruction of any such certificate or the issuance of such new certificate or uncertificated shares.

7.5 CONSTRUCTION; DEFINITIONS.

Unless the context requires otherwise, the general provisions, rules of construction and definitions in the DGCL shall govern the construction of these bylaws. Without limiting the generality of this provision, the singular number includes the plural, the plural number includes the singular, and the term “person” includes both a corporation and a natural person.

7.6 DIVIDENDS.

The Board, subject to any restrictions contained in either (i) the DGCL or (ii) the Certificate of Incorporation, may declare and pay dividends upon the shares of its capital stock. Dividends may be paid in cash, in property or in shares of the Corporation’s capital stock.

The Board may set apart out of any of the funds of the Corporation available for dividends a reserve or reserves for any proper purpose and may abolish any such reserve. Such purposes shall include but not be limited to equalizing dividends, repairing or maintaining any property of the Corporation, and meeting contingencies.

7.7 FISCAL YEAR.

The fiscal year of the Corporation shall be fixed by resolution of the Board and may be changed by the Board.

7.8 SEAL.

The Corporation may adopt a corporate seal, which shall be adopted and which may be altered by the Board. The Corporation may use the corporate seal by causing it or a facsimile thereof to be impressed or affixed or in any other manner reproduced.

7.9 TRANSFER OF STOCK.

Shares of the Corporation shall be transferable in the manner prescribed by law and in these bylaws. Shares of stock of the Corporation shall be transferred on the books of the Corporation only by the holder of record thereof or by such holder’s attorney duly authorized in writing, upon surrender to the Corporation of the certificate or certificates representing such shares endorsed by the appropriate person or persons (or by delivery of duly executed instructions with respect to uncertificated shares), with such evidence of the authenticity of such endorsement or execution, transfer, authorization and other matters as the Corporation may reasonably require, and accompanied by all necessary stock transfer stamps. No transfer of stock shall be valid as against the Corporation for any purpose until it shall have been entered in the stock records of the Corporation by an entry showing the names of the persons from and to whom it was transferred.

7.10 STOCK TRANSFER AGREEMENTS.

The Corporation shall have power to enter into and perform any agreement with any number of stockholders of any one or more classes of stock of the Corporation to restrict the transfer of shares of stock of the Corporation of any one or more classes owned by such stockholders in any manner not prohibited by the DGCL.

7.11 REGISTERED STOCKHOLDERS.

The Corporation:

(i) shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends and to vote as such owner; and

(ii) shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of another person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of Delaware.

7.12 WAIVER OF NOTICE.

Whenever notice is required to be given under any provision of the DGCL, the Certificate of Incorporation or these bylaws, a written waiver, signed by the person entitled to notice, or a waiver by electronic transmission by the person entitled to notice, whether before or after the time of the event for which notice is to be given, shall be deemed equivalent to notice. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the stockholders need be specified in any written waiver of notice or any waiver by electronic transmission unless so required by the Certificate of Incorporation or these bylaws.

ARTICLE VIII - NOTICE BY ELECTRONIC TRANSMISSION

8.1 NOTICE BY ELECTRONIC TRANSMISSION.

Without limiting the manner by which notice otherwise may be given effectively to stockholders pursuant to the DGCL, the Certificate of Incorporation or these bylaws, any notice to stockholders given by the Corporation under any provision of the DGCL, the Certificate of Incorporation or these bylaws shall be effective if given by a form of electronic transmission satisfying the requirements of and given in accordance with applicable law.

ARTICLE IX - INDEMNIFICATION

9.1 INDEMNIFICATION OF DIRECTORS AND OFFICERS.

The Corporation shall indemnify and hold harmless, to the fullest extent permitted by the DGCL as it presently exists or may hereafter be amended, any director or officer of the Corporation who was or is made or is threatened to be made a party or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (a "Proceeding") by reason of the fact that he or she, or a person for whom he or she is the legal representative, is or was a director or officer of the Corporation or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust, enterprise or non-profit entity, including service with respect to employee benefit plans, against all liability and loss suffered and expenses (including attorneys' fees) reasonably incurred by such person in connection with any such Proceeding. Notwithstanding the preceding sentence, except as otherwise provided in Section 9.4, the Corporation shall be required to indemnify a person in connection with a Proceeding initiated by such person only if the Proceeding was authorized in the specific case by the Board.

9.2 INDEMNIFICATION OF OTHERS.

The Corporation shall have the power to indemnify and hold harmless, to the fullest extent permitted by applicable law as it presently exists or may hereafter be amended, any employee or agent of the Corporation who was or is made or is threatened to be made a party or is otherwise involved in any Proceeding by reason of the fact that he or she, or a person for whom he or she is the legal representative, is or was an employee or agent of the Corporation or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust, enterprise or non-profit entity, including service with respect to employee benefit plans, against all liability and loss suffered and expenses reasonably incurred by such person in connection with any such Proceeding.

9.3 PREPAYMENT OF EXPENSES.

The Corporation shall to the fullest extent not prohibited by applicable law pay the expenses (including attorneys’ fees) incurred by any officer or director of the Corporation, and may pay the expenses incurred by any employee or agent of the Corporation, in defending any Proceeding in advance of its final disposition; *provided, however*, that, to the extent required by law, such payment of expenses in advance of the final disposition of the Proceeding shall be made only upon receipt of an undertaking by the person to repay all amounts advanced if it should be ultimately determined that the person is not entitled to be indemnified under this Article IX or otherwise.

9.4 DETERMINATION; CLAIM.

If a claim for indemnification (following the final disposition of such Proceeding) or advancement of expenses under this Article IX is not paid in full within sixty (60) days after a written claim therefor has been received by the Corporation the claimant may file suit to recover the unpaid amount of such claim and, if successful in whole or in part, shall be entitled to be paid the expense of prosecuting such claim to the fullest extent permitted by law. In any such action the Corporation shall have the burden of proving that the claimant was not entitled to the requested indemnification or payment of expenses under applicable law.

9.5 NON-EXCLUSIVITY OF RIGHTS.

The rights conferred on any person by this Article IX shall not be exclusive of any other rights which such person may have or hereafter acquire under any statute, provision of the Certificate of Incorporation, these bylaws, agreement, vote of stockholders or disinterested directors or otherwise.

9.6 INSURANCE.

The Corporation may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust enterprise or non-profit entity against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the Corporation would have the power to indemnify him or her against such liability under the provisions of the DGCL.

9.7 OTHER INDEMNIFICATION.

The Corporation’s obligation, if any, to indemnify or advance expenses to any person who was or is serving at its request as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, enterprise or non-profit entity shall be reduced by any amount such person may collect as indemnification or advancement of expenses from such other corporation, partnership, joint venture, trust, enterprise or non-profit enterprise.

9.8 CONTINUATION OF INDEMNIFICATION.

The rights to indemnification and to prepayment of expenses provided by, or granted pursuant to, this Article IX shall continue notwithstanding that the person has ceased to be a director or officer of the Corporation and shall inure to the benefit of the estate, heirs, executors, administrators, legatees and distributees of such person.

9.9 AMENDMENT OR REPEAL.

The provisions of this Article IX shall constitute a contract between the Corporation, on the one hand, and, on the other hand, each individual who serves or has served as a director or officer of the Corporation (whether before or after the adoption of these bylaws), in consideration of such person’s performance of such services, and pursuant to this Article IX the Corporation intends to be legally bound to each such current or former director or officer of the Corporation. With respect to current and former directors and officers of the Corporation, the rights conferred under this Article IX are present contractual rights and such rights are fully vested, and shall be deemed to have vested fully, immediately upon adoption of theses bylaws. With respect to any directors or officers of the Corporation who commence service following adoption of these bylaws, the rights conferred under this provision shall be present contractual rights and such rights shall fully vest, and be deemed to have vested fully, immediately upon such director or officer commencing service as a director or officer of the Corporation. Any repeal or modification of the foregoing provisions of this Article IX shall not adversely affect any right or protection (i) hereunder of any person in respect of any act or omission occurring prior to the time of such repeal or modification or (ii) under any agreement providing for indemnification or advancement of expenses to an officer or director of the Corporation in effect prior to the time of such repeal or modification.

ARTICLE X - AMENDMENTS

Subject to the limitations set forth in Section 9.9 of these bylaws or the provisions of the certificate of incorporation, the Board is expressly empowered to adopt, amend or repeal the bylaws of the Corporation. Any adoption, amendment or repeal of the bylaws of the Corporation by the Board shall require the approval of a majority of the authorized number of directors. The stockholders also shall have power to adopt, amend or repeal the bylaws of the Corporation; *provided, however*, that, in addition to any vote of the holders of any class or series of stock of the Corporation required by law or by the Certificate of Incorporation, such action by stockholders shall require the affirmative vote of the holders of at least sixty-six and two-thirds percent (66-2/3%) of the voting power of all of the then-outstanding shares of the Voting Stock.

ARTICLE XI - FORUM SELECTION

Unless the Corporation consents in writing to the selection of an alternative forum, the Court of Chancery (the "Chancery Court") of the State of Delaware shall, to the fullest extent permitted by law, be the sole and exclusive forum for (i) any derivative action or proceeding brought on behalf of the Corporation, (ii) any action asserting a claim of breach of a fiduciary duty owed by any director, officer, other employee or stockholder of the Corporation to the Corporation or to the Corporation's stockholders, (iii) any action asserting a claim arising pursuant to any provision of the DGCL or the Certificate of Incorporation or these bylaws (as either may be amended from time to time) or (iv) any action asserting a claim against the Corporation governed by the internal affairs doctrine, in each case, subject to said Court of Chancery having personal jurisdiction over the indispensable parties named as defendants therein; provided that, the provisions of this Article XI will not apply to suits brought to enforce any liability or duty created by the Securities Act of 1933, as amended, the Securities Exchange Act of 1934, as amended, or any other claim for which the federal courts have exclusive jurisdiction; and provided, further, that, if and only if the Court of Chancery of the State of Delaware dismisses any such action for lack of subject matter jurisdiction, such action may be brought in another state or federal court sitting in the State of Delaware.

Nothing herein contained shall be construed to preclude stockholders that assert claims under the Securities Act of 1933, as amended, or any successor thereto or the Securities Exchange Act of 1934, as amended, from bringing such claims in state or federal court, subject to applicable law.

If any action the subject matter of which is within the scope of the preceding sentence is filed in a court other than a court located within the State of Delaware (a "Foreign Action") in the name of any stockholder, such stockholder shall be deemed to have consented to (a) the Personal jurisdiction of the state and federal courts located within the State of Delaware in connection with any action brought in any such court to enforce the preceding sentence and (b) having service of process made upon such stockholder in any such action by service upon such stockholder's counsel in the Foreign Action as agent for such stockholder. Any person or entity purchasing or otherwise acquiring or holding any interest in shares of capital stock of the Corporation shall be deemed to have notice of and consented to the provisions of this Article XI.

If any provision or provisions of this Article XI shall be held to be invalid, illegal or unenforceable as applied to any circumstance for any reason whatsoever, (a) the validity, legality and enforceability of such provisions in any other circumstance and of the remaining provisions of this Article XI (including, without limitation, each portion of any paragraph of this Article XI containing any such provision held to be invalid, illegal or unenforceable that is not itself held to be invalid, illegal or unenforceable) shall not in any way be affected or impaired thereby and (b) the application of such provision to other persons or entities and circumstances shall not in any way be affected or impaired thereby.

* * * * *

Exhibit 3.3

LIXTE BIOTECHNOLOGY HOLDINGS, INC.
CERTIFICATE OF DESIGNATION OF PREFERENCES,
RIGHTS AND LIMITATIONS
OF
SERIES D NON-VOTING CONVERTIBLE PREFERRED STOCK

Pursuant to Section 151(g) of the
General Corporation Law of the State of Delaware

THE UNDERSIGNED DOES HEREBY CERTIFY, on behalf of Lixte Biotechnology Holdings, Inc., a Delaware corporation (the "***Corporation***"), that the following resolution was duly adopted by the Board of Directors of the Corporation (the "***Board of Directors***"), in accordance with the provisions of Section 151 of the General Corporation Law of the State of Delaware (the "***DGCL***"), at a meeting duly called and held on June 10, 2026, which resolution provides for the creation of a series of the Corporation's preferred stock, $0.0001 par value per share, which is designated as "Series D Non-Voting Convertible Preferred Stock," with the voting and other powers, preferences and relative, participating, optional or other special rights of the shares of such series, and the qualifications, limitations and restrictions thereof set forth herein.

WHEREAS: the Certificate of Amendment of Certificate of Incorporation of the Corporation (the "***Certificate of Incorporation***"), provides for a class of its authorized stock known as preferred stock, $0.0001 par value per share, consisting of 10,000,000 shares (the "***Preferred Stock***"), issuable from time to time in one or more series.

NOW, THEREFORE, BE IT

RESOLVED: that, pursuant to the authority conferred upon the Board of Directors by the Certificate of Incorporation, (a) a series of Preferred Stock of the Corporation consisting of a maximum of 51,500 shares be, and hereby is, authorized by the Board of Directors, (b) the Board of Directors hereby designates such series of shares as "Series D Non-Voting Convertible Preferred Stock", and (c) the Board of Directors hereby fixes the powers, preferences and relative, participating, optional or other special rights, and the qualifications, limitations or restrictions thereof, of such shares of Preferred Stock, in addition to any provisions set forth in the Certificate of Incorporation that are applicable to the Preferred Stock of all classes and series, as follows:

TERMS OF SERIES D NON-VOTING CONVERTIBLE PREFERRED STOCK

1. **Definitions**. For the purposes hereof, the following terms shall have the following meanings:

"***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; provided, however, for clarification, commercial banks shall not be deemed to be authorized or required by law to remain closed due to "stay at home," "shelter-in-place," "non-essential employee" or any other similar orders or restrictions or the closure of any physical branch locations at the direction of any governmental authority so long as the electronic funds transfer systems (including for wire transfers) of commercial banks in The City of New York are generally are open for use by customers on such day.

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

"***Common Stock***" means the Corporation's common stock, $0.0001 par value per share, and the Corporation's stock of any other class into which such common stock or such stock of any other class may hereafter be reclassified or changed.

"Conversion Price" means $1.00, subject to adjustment as applicable in accordance with Section 7.

"Conversion Shares" means, collectively, the shares of Common Stock issuable upon conversion of the shares of Series D Non-Voting Preferred Stock in accordance with the terms hereof.

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

"***Holder***" means a holder of shares of Series D Non-Voting Preferred Stock.

"***Junior Securities***" means any class of securities that is specifically designated as junior to the Series D Non-Voting Preferred Stock.

"***Liquidation Value***" means, with respect to any share of Series D Non-Voting Preferred Stock on any given date, $1,000.00 (as adjusted for any stock splits, stock dividends, recapitalizations, or similar transaction with respect to the Series D Non-Voting Preferred Stock).

"***Person***" means an individual or corporation, partnership, trust, incorporated or unincorporated association, joint venture, limited liability company, joint stock company, government (or an agency or subdivision thereof) or other entity of any kind.

"***Stockholder Approval***" means the approval by the affirmative vote of a majority of the votes cast by holders of Common Stock at a duly called stockholder meeting (or by written consent in lieu thereof) of the issuance of all shares of Common Stock issuable upon conversion of the Series D Non-Voting Convertible Preferred Stock in excess of 20% of the number of shares of common stock outstanding pursuant to the Share Exchange. Rule 5635(a) of the Nasdaq Listing Rules.

"***Trading Day***" means a day on which the principal Trading Market is open for business.

"***Trading Market***" means any of the following markets or exchanges on which the Common Stock is listed or quoted for trading on the date in question: the Nasdaq Capital Market, the Nasdaq Global Market, the Nasdaq Global Select Market, NYSE American or the New York Stock Exchange (or any successors to any of the foregoing).

2. Designation, Amount and Par Value. The series of Preferred Stock created and authorized by this Certificate of Designation shall be designated as the Corporation's Series D Non-Voting Convertible Preferred Stock (the "***Series D Non-Voting Preferred Stock***") and the maximum number of shares of such series of Preferred Stock shall be 51,500. Each share of Series D Non-Voting Preferred Stock shall have a par value of $0.0001 per share.

3. Dividends.

3.1. Participation in Common Stock Dividends. From and after the date of issuance (whether or not Stockholder Approval has been obtained), the Holders of Series D Non-Voting Preferred Stock shall be entitled to receive dividends on an as-converted basis (based on the Conversion Ratio then in effect, without giving effect to the Beneficial Ownership Limitation) equal to and in the same form as dividends actually paid on shares of the Common Stock when, as, and if such dividends are declared and paid on shares of Common Stock by the Board of Directors.

3.2. Accruing Dividend. If Stockholder Approval has not been obtained on or prior to the date that is one (1) year after the original date of issuance of the Series D Non-Voting Preferred Stock (the "***Dividend Commencement Date***"), then, commencing on the Dividend Commencement Date and continuing until the earlier of (x) the date Stockholder Approval is obtained or (y) the date no shares of Series D Non-Voting Preferred Stock remain outstanding, each share of Series D Non-Voting Preferred Stock shall accrue a cumulative dividend at a rate of 7% per annum of the Liquidation Value (the "***Accruing Dividend***"). The Accruing Dividend shall be cumulative, shall compound annually on each anniversary of the Dividend Commencement Date, and shall be payable quarterly in arrears in cash on the last Business Day of each calendar quarter, commencing with the first full calendar quarter ending after the Dividend Commencement Date. Any Accruing Dividend that has accrued but remains unpaid shall be paid in full upon the earlier of (i) conversion of the applicable shares of Series D Non-Voting Preferred Stock, (ii) redemption or repurchase of such shares, or (iii) a Liquidation.

3.3. No Other Dividends. Except as set forth in Sections 3.1 and 3.2, no other dividends shall be paid on shares of Series D Non-Voting Preferred Stock, except as required by applicable law.

4. Voting Rights.

4.1. Except as otherwise provided herein or as otherwise required by the DGCL, the Series D Non-Voting Preferred Stock shall have no voting rights. However, as long as any shares of Series D Non-Voting Preferred Stock are outstanding, the Corporation shall not, without the written consent or affirmative vote of the holders of at least 33% of the then outstanding shares of the Series D Non-Voting Preferred Stock: (i) alter or change adversely the powers, preferences or rights given to the Series D Non-Voting Preferred Stock or alter or amend this Certificate of Designation, amend or repeal any provision of, or add any provision to, the Certificate of Incorporation or bylaws of the Corporation, or file any articles of amendment, certificate of designations, preferences, limitations and relative rights of any series of Preferred Stock, in each case if any such action would adversely alter or change the preferences, rights, privileges or powers of, or restrictions provided for the benefit of the Series D Non-Voting Preferred Stock, regardless of whether any of the foregoing actions shall be by means of amendment to the Certificate of Incorporation or by merger, consolidation, recapitalization, reclassification, conversion or otherwise; (ii) create or issue any additional class or series of capital stock unless the same ranks junior to the Series D Non-Voting Preferred Stock with respect to the distribution of assets on a Liquidation; (iii) increase or decrease the authorized number of shares of Common Stock or Preferred Stock; or (iv) enter into any agreement with respect to any of the foregoing.

4.2. Any vote required or permitted hereunder or required by applicable law may be taken at a meeting of the Holders or through an action by written consent in lieu of such meeting in accordance with Section 228 of the DGCL.

4.3. Following Stockholder Approval, the Holders of any shares of unconverted Series D Non-Voting Preferred Stock, shall have the same voting rights as a common stockholder on an as converted basis.

5. Rank; Liquidation.

5.1. With respect to distribution of assets upon a Liquidation, all shares of Series D Non-Voting Preferred Stock shall rank: (i) senior the Common Stock and all Junior Securities; (ii) on parity with any other class or series of Preferred Stock of the Corporation hereafter created specifically ranking, by its terms, on parity with the Series D Non-Voting Preferred Stock (the "***Parity Securities***"); and (iii) junior to any other class or series of Preferred Stock or other capital stock of the Corporation hereafter created specifically ranking, by its terms, senior to the Series D Non-Voting Preferred Stock (collectively, the "***Senior Securities***").

5.2. Upon any liquidation, dissolution or winding-up of the Corporation, whether voluntary or involuntary (a "***Liquidation***"), each Holder shall be entitled, together pro rata with the holders of Parity Securities, to be paid out of the assets of the Corporation available for distribution to its stockholders, before any payment shall be made to the holders of Junior Securities by reason of their ownership thereof, an amount in cash equal to the aggregate Liquidation Value of all shares of Series D Non-Voting Preferred Stock held by such Holder. For the avoidance of any doubt, a Fundamental Transaction (as defined below) shall not be deemed a Liquidation unless the Corporation expressly declares that such Fundamental Transaction shall be treated as if it were a Liquidation.

6. Conversion.

6.1. Optional Conversions. The shares of Series D Non-Voting Preferred Stock shall be convertible into shares of Common Stock from and after the date of Stockholder Approval, subject to the Beneficial Ownership Limitation (as defined below) set forth in Section 6.3, based on the Conversion Ratio set forth in Section 6.2.

In determining the application of the Beneficial Ownership Limitations solely with respect to the conversion the shares of Series D Non-Voting Preferred Stock, the Corporation shall calculate beneficial ownership for each Holder assuming beneficial ownership by such Holder of (x) the number of shares of Common Stock issuable to such Holder in such conversion, plus (y) any additional shares of Common Stock for which a Holder has provided the Corporation with prior written notice of beneficial ownership within at least two (2) Business Days prior to such conversion (a "***Beneficial Ownership Statement***") and assuming the conversion of all shares of Series D Non-Voting Preferred Stock held by all other Holders less the aggregate number of shares of Series D Non-Voting Preferred Stock held by all other Holders that will not convert into shares of Common Stock on account of the application of any Beneficial Ownership Limitations applicable to any such other Holders. If a Holder fails to provide the Corporation with a Beneficial Ownership Statement within two Business Days prior to such conversion, then the Corporation shall presume the Holder's beneficial ownership of Common Stock (excluding the Conversion Shares) to be zero. The shares of Series D Non-Voting Preferred Stock that are converted are referred to as the "***Converted Stock***."

(a) Converted Stock that is registered in book entry form shall be automatically converted upon the conversion into the corresponding Conversion Shares, which shares shall be issued in book entry form and without any action on the part of the Holders.

(b) Converted Stock that is issued in certificated form shall be automatically converted upon the conversion into the corresponding Conversion Shares and any certificate that formerly represented the Converted Stock shall be deemed to represent the Conversion Shares into which the Converted Stock shall have been automatically converted. For the avoidance of doubt, upon the conversion, all shares of Series D Non-Voting Preferred Stock to be converted thereby shall be converted, whether or not any physical certificate(s) representing the Converted Stock shall have been delivered to the Corporation in advance thereof.

(c) Whether or not the Converted Stock is in book-entry or certificated form, upon the conversion, the Holder thereof shall cease to have any rights as holder of shares of Series D Non-Voting Preferred Stock, except for the right to receive the Conversion Shares into which the Converted Stock has been converted in accordance with the terms of this Certificate of Designation. Notwithstanding the foregoing and the conversion of the Converted Stock upon the conversion, Holders of Converted Stock shall continue to have any remedies provided herein or otherwise available at law or in equity to such Holder because of a failure by the Corporation to comply with the terms of this Certificate of Designation. In all cases, the Holder shall retain all of its rights and remedies for the Corporation's failure to convert the Converted Stock in accordance with the terms of this Certificate of Designation.

6.2. Conversion Ratio. The "***Conversion Ratio***" for each share of Series D Non-Voting Preferred Stock shall be equal to the Liquidation Value divided by the Conversion Price, or 1,000 shares of Common Stock issuable upon the conversion of each share of Series D Non-Voting Preferred Stock (corresponding to a ratio of 1,000: 1), subject to adjustment as provided herein.

6.3. Beneficial Ownership Limitation. Notwithstanding anything herein to the contrary, no conversion of a share of Series D Non-Voting Preferred Stock shall be effective, including pursuant to Section 6.1, and a Holder shall not have the right to convert any portion of the Series D Non-Voting Preferred Stock, to the extent that, after giving effect to an attempted or proposed conversion as set forth on an applicable Notice of Conversion, as the case may be, such Holder (together with any other Person whose beneficial ownership of Common Stock would be aggregated with such Holder's for purposes of Section 13(d) or Section 16 of the Exchange Act and the applicable regulations of the Commission, including any "group" of which the Holder is a member (the foregoing, "***Attribution Parties***") would beneficially own a number of shares of Common Stock in excess of the Beneficial Ownership Limitation. For purposes of the foregoing sentence, the number of shares of Common Stock beneficially owned by such Holder and its Attribution Parties shall include the number of shares of Common Stock issuable upon conversion of the Series D Non-Voting Preferred Stock subject to the Automatic Conversion or the Notice of Conversion, as applicable, with respect to which such determination is being made, but shall exclude the number of shares of Common Stock which are issuable upon (A) conversion of the remaining, unconverted Series D Non-Voting Preferred Stock beneficially owned by such Holder or any of its Attribution Parties, and (B) exercise or conversion of the unexercised or unconverted portion of any other securities of the Corporation (including any warrants) beneficially owned by such Holder or any of its Attribution Parties that are subject to a limitation on conversion or exercise similar to the limitation contained herein. For purposes of this Section 6.3, beneficial ownership shall be calculated in accordance with Section 13(d) of the Exchange Act and the applicable regulations of the Commission. In addition, for purposes hereof, "group" has the meaning set forth in Section 13(d) of the Exchange Act and the applicable regulations of the Commission. For purposes of this Section 6.3, in determining the number of outstanding shares of Common Stock, a Holder may rely on the number of outstanding shares of Common Stock as stated in the most recent of the following: (A) the Corporation's most recent periodic or annual filing with the Commission, as the case may be, (B) a more recent public announcement by the Corporation that is filed with the Commission, or (C) a more recent notice by the Corporation or the Corporation's transfer agent to the Holder setting forth the number of shares of Common Stock then outstanding. Upon the written request of a Holder (which may be by email), the Corporation shall, within three (3) Trading Days thereof, confirm in writing to such Holder (which may be via email) the number of shares of Common Stock then outstanding. In any case, the number of outstanding shares of Common Stock shall be determined after giving effect to any actual conversion or exercise of securities of the Corporation, including shares of Series D Non-Voting Preferred Stock, by such Holder or its Attribution Parties since the date as of which such number of outstanding shares of Common Stock was last publicly reported or confirmed to the Holder. The "***Beneficial Ownership Limitation***" shall initially be set at 4.99% for each Holder and its Attribution Parties and may be adjusted at the discretion of the Holder to a number between 4.99% and 19.99% of the number of shares of the Common Stock outstanding immediately after giving effect to the issuance of shares of Common Stock pursuant to such Notice of Conversion, to the extent permitted pursuant to this Section 6.3. The Corporation shall be entitled to rely on representations made to it by the Holder in any Notice of Conversion regarding its Beneficial Ownership Limitation. Notwithstanding the foregoing, by written notice to the Corporation, (i) which will not be effective until the sixty-first (61st) day after such written notice is delivered to the Corporation, the Holder may reset the Beneficial Ownership Limitation percentage to a higher percentage, not to exceed 19.99%, to the extent then applicable and (ii) which will be effective immediately after such notice is delivered to the Corporation, the Holder may reset the Beneficial Ownership Limitation percentage to a lower percentage (but in no event less than 4.99%). Upon such a change by a Holder of the Beneficial Ownership Limitation, the Beneficial Ownership Limitation may not be further amended by such Holder without first providing the minimum notice required by this Section 6.3.

6.4. Mechanics of Conversion.

6.4.1 Delivery of Certificate or Electronic Issuance Upon Conversion. Not later than two (2) Business Days after the applicable Conversion Date (the "***Share Delivery Date***"), the Corporation shall either: (a) in the event that the Holder has so elected in a Notice of Conversion, deliver, or cause to be delivered, to such Holder a physical certificate or certificates representing the number of Conversion Shares being acquired upon the conversion of the shares of Series D Non-Voting Preferred Stock or (b) otherwise shall deliver, or cause to be delivered, to such Holder, documentation of the book entry for the number of Conversion Shares being acquired pursuant to the conversion.

6.4.2 Reservation of Shares Issuable Upon Conversion. The Corporation covenants that, following Stockholder Approval and for so long as any Series D Non-Voting Preferred Stock remains issued and outstanding, the Corporation will reserve and keep available out of its authorized and unissued shares of Common Stock for the sole purpose of issuance upon conversion of outstanding shares of Series D Non-Voting Preferred Stock, free from preemptive rights or any other actual contingent purchase rights of Persons other than the Holders of the Series D Non-Voting Preferred Stock, not less than such aggregate number of shares of the Common Stock as shall be equal to the number of shares of Common Stock issuable (taking into account the adjustments of Section 7) upon the conversion of all outstanding shares of Series D Non-Voting Preferred Stock. The Corporation covenants that all shares of Common Stock that shall be so issuable shall, upon issue, be duly authorized, validly issued, fully paid and non-assessable.

6.4.3 Fractional Shares. No fractional shares or scrip representing fractional shares of Common Stock shall be issued upon conversion of the Series D Non-Voting Preferred Stock. If the issuance would result in the issuance of a fraction of a share of Common Stock, the Corporation shall round such fraction of a share of Common Stock up to the nearest whole share. Whether or not fractional shares would be issuable upon such conversion shall be determined on the basis of the total number of shares of Series D Non-Voting Preferred Stock the Holder is at the time converting into Common Stock and the aggregate number of shares of Common Stock issuable upon such conversion.

6.4.4 Transfer Taxes. The delivery of certificates or book-entry documentation representing shares of the Common Stock upon conversion of the Series D Non-Voting Preferred Stock shall be made without charge to any Holder for any documentary stamp or similar taxes that may be payable in respect of the delivery of such certificates; provided that the Corporation shall not be required to pay any tax that may be payable in respect of any transfer involved in the delivery of any such certificate, or any registration of book-entry shares, upon conversion in a name other than that of the registered Holder(s) of such shares of Series D Non-Voting Preferred Stock and the Corporation shall not be required to deliver such certificates unless or until the Person or Persons requesting the delivery thereof shall have paid to the Corporation the amount of such tax or shall have established to the satisfaction of the Corporation that such tax has been paid.

6.5. Status as Stockholder. Upon each conversion of shares of Series D Non-Voting Preferred Stock, (i) such shares of Series D Non-Voting Preferred Stock being converted shall automatically convert into shares of Common Stock and (ii) the applicable Holder's rights as a holder of such converted shares of Series D Non-Voting Preferred Stock shall cease and terminate, excepting only the right to receive certificates or book-entry documentation for such shares of Common Stock in the manner provided herein and to any remedies provided herein or otherwise available at law or in equity to such Holder because of a failure by the Corporation to comply with the terms of this Certificate of Designation. In all cases, each applicable Holder shall retain all of its rights and remedies for the Corporation's failure to convert Series D Non-Voting Preferred Stock in accordance with terms of this Certificate of Designation. In no event shall the Series D Non-Voting Preferred Stock convert into shares of Common Stock prior to the Stockholder Approval.

7. Certain Adjustments.

7.1. Stock Dividends and Stock Splits. If the Corporation, at any time while any Series D Non-Voting Preferred Stock is outstanding, pays a stock dividend or otherwise makes a distribution or distributions payable in shares of Common Stock (which, for avoidance of doubt, shall not include any shares of Common Stock issued by the Corporation upon conversion of the Series D Non-Voting Preferred Stock) with respect to the then outstanding shares of Common Stock, the Conversion Price in effect immediately prior to any such dividend or distribution shall be proportionately reduced and the number of Conversion Shares issuable upon conversion of the Series D Non-Voting Preferred Stock shall be proportionately increased. If the Corporation, at any time while any Series D Non-Voting Preferred Stock is outstanding, (A) subdivides outstanding shares of Common Stock into a larger number of shares or (B) combines (including by way of a reverse stock split) outstanding shares of Common Stock into a smaller number of shares, then the Conversion Ratio shall be multiplied by a fraction of which the numerator shall be the number of shares of Common Stock (excluding any treasury shares of the Corporation) outstanding immediately after such event and of which the denominator shall be the number of shares of Common Stock outstanding immediately before such event (excluding any treasury shares of the Corporation). Any adjustment made pursuant to this Section 7.1 shall become effective immediately after the record date for the determination of stockholders entitled to receive such dividend or distribution and shall become effective immediately after the effective date in the case of a subdivision or combination.

7.2. Fundamental Transaction. If, at any time while the Series D Non-Voting Preferred Stock is outstanding, (A) the Corporation effects any merger or consolidation of the Corporation with or into another Person or any stock sale to, or other business combination (including, without limitation, a reorganization, recapitalization, spin-off, share exchange or scheme of arrangement) with or into another Person (other than any such transaction in which the Corporation is the surviving or continuing entity and the outstanding shares of its Common Stock are not exchanged for or converted into other securities, cash or property), (B) the Corporation effects any sale, lease, transfer or exclusive license of all or substantially all of its assets in one transaction or a series of related transactions, (C) any tender offer or exchange offer (whether by the Corporation or another Person) is completed pursuant to which more than 50% of the Common Stock not held by the Corporation or such Person is exchanged for or converted into other securities, cash or property, or (D) the Corporation effects any reclassification of the Common Stock or any compulsory share exchange pursuant (other than as a result of a dividend, subdivision or combination covered by Section 7.1 above) to which the Common Stock is effectively converted into or exchanged for other securities, cash or property (in any such case, a "***Fundamental Transaction***"), then, upon any subsequent conversion of the Series D Non-Voting Preferred Stock the Holders shall have the right to receive, in lieu of the right to receive Conversion Shares, for each Conversion Share that would have been issuable upon such conversion immediately prior to the occurrence of such Fundamental Transaction, the same kind and amount of securities, cash or property as it would have been entitled to receive upon the occurrence of such Fundamental Transaction if it had been, immediately prior to such Fundamental Transaction, the holder of one (1) share of Common Stock (the "***Alternate Consideration***"). For purposes of any such subsequent conversion, the determination of the Conversion Ratio shall be appropriately adjusted to apply to such Alternate Consideration based on the amount of Alternate Consideration issuable in respect of one (1) share of Common Stock in such Fundamental Transaction, and the Corporation shall adjust the Conversion Ratio in a reasonable manner reflecting the relative value of any different components of the Alternate Consideration.. If holders of Common Stock are given any choice as to the securities, cash or property to be received in a Fundamental Transaction, then the Holders shall be given the same choice as to the Alternate Consideration it receives upon any conversion of the Series D Non-Voting Preferred Stock following such Fundamental Transaction. To the extent necessary to effectuate the foregoing provisions, any successor to the Corporation or surviving entity in such Fundamental Transaction shall file a new certificate of designations with the same terms and conditions and issue to the Holders new preferred stock consistent with the foregoing provisions and evidencing the Holders' right to convert such preferred stock into Alternate Consideration. The terms of any agreement to which the Corporation is a party and pursuant to which a Fundamental Transaction is effected shall include terms requiring any such successor or surviving entity to comply with the provisions of this Section 7.2 and insuring that the Series D Non-Voting Preferred Stock (or any such replacement security) will be similarly adjusted upon any subsequent transaction analogous to a Fundamental Transaction. The Corporation shall cause to be delivered to each Holder, at its last address as it shall appear upon the stock books of the Corporation, written notice of any Fundamental Transaction at least twenty (20) calendar days prior to the date on which such Fundamental Transaction is expected to become effective or close.

8. **Redemption**. The shares of Series D Non-Voting Preferred Stock shall not be redeemable at the option of the Corporation or the Holder thereof; provided, however, that the foregoing shall not limit the ability of the Corporation to purchase or otherwise deal in such shares to the extent otherwise permitted hereby and by law.

9. **Transfer**. A Holder may transfer any shares of Series D Non-Voting Preferred Stock, held by such Holder without the consent of the Corporation, provided that such transfer is in compliance with applicable securities laws. The Corporation shall in good faith (i) do and perform, or cause to be done and performed, all such further acts and things, and (ii) execute and deliver all such other agreements, certificates, instruments and documents, in each case, as any Holder may reasonably request in order to carry out the intent and accomplish the purposes of this Section 9.

10. **Series D Non-Voting Preferred Stock Register**. The Corporation shall maintain at its principal executive offices (or such other office or agency of the Corporation as it may designate by notice to the Holders in accordance with Section 11), a register for the Series D Non-Voting Preferred Stock, in which the Corporation shall record, in addition to any information otherwise required by law to be set forth on such register, (i) the name, address, electronic mail address of each Holder in whose name the shares of Series D Non-Voting Preferred Stock have been issued and (ii) the name, address, electronic mail address of each transferee of any shares of Series D Non-Voting Preferred Stock. The Corporation may treat the person in whose name any share of Series D Non-Voting Preferred Stock is registered on the register as the owner and holder thereof for all purposes.

11. **Notices**. Any and all notices or other communications or deliveries to be provided to the Corporation hereunder, including, without limitation, any Notice of Conversion, shall be in writing and delivered personally, via email or sent by a nationally recognized overnight courier service, addressed to Lixte Biotechnology Holdings, Inc., at 433 Plaza Real, Suite 275, Boca Raton, Florida 33432, Attention: Chief Executive Officer, email: [****] or such other email address or mailing address as the Corporation may specify for such purposes by notice to the Holders delivered in accordance with this Section 11. Any and all notices or other communications or deliveries to be provided to a Holder hereunder shall be in writing and delivered personally, by email at the email address of such Holder appearing on the books of the Corporation, or if no such email address appears on the books of the Corporation, sent by a nationally recognized overnight courier service addressed to such Holder, at the address on the records of the Corporation. Any notice or other communication or deliveries hereunder shall be deemed given and effective on the earliest of (i) the date of transmission, if such notice or communication is delivered via email at the email address specified in this Section 11 prior to 5:30 p.m. Eastern Time on any date, (ii) the date immediately following the date of transmission, if such notice or communication is delivered via email at the email address specified in this Section 11 between 5:30 p.m. and 11:59 p.m. Eastern Time on any date, (iii) the second (2nd) Business Day following the date of mailing, if sent by nationally recognized overnight courier service, or (iv) upon actual receipt by the party to whom such notice is required to be given.

12. **Book-Entry; Certificates**. The Series D Non-Voting Preferred Stock will be uncertificated and issued in book-entry form. To the extent that any shares of Series D Non-Voting Preferred Stock are issued in book-entry form, references herein to “certificates” shall instead refer to the book-entry notation relating to such shares.

13. Lost or Mutilated Series D Non-Voting Preferred Stock Certificate. If any certificate representing a Holder's Series D Non-Voting Preferred Stock shall be mutilated, lost, stolen or destroyed, the Corporation shall execute and deliver, in exchange and substitution for and upon cancellation of a mutilated certificate, or in lieu of or in substitution for a lost, stolen or destroyed certificate, a new certificate for the shares of Series D Non-Voting Preferred Stock so mutilated, lost, stolen or destroyed, but only upon receipt of evidence of such loss, theft or destruction of such certificate, and of the ownership thereof reasonably satisfactory to the Corporation and, in each case, customary and reasonable indemnity, if requested by the Corporation. Applicants for a new certificate under such circumstances shall also comply with such other reasonable regulations and procedures and pay such other reasonable third-party costs as the Corporation may prescribe.

14. Waiver. Notwithstanding any provision in this Certificate of Designation to the contrary, any provision contained in this Certificate of Designation and any right of the Holders of Series D Non-Voting Preferred Stock granted under this Certificate of Designation may be waived as to all shares of Series D Non-Voting Preferred Stock (and the Holders thereof) upon the written consent of the Holders of not less than 33% of the shares of Series D Non-Voting Preferred Stock then outstanding, unless a higher percentage is expressly required by the DGCL, in which case the written consent of the Holders of not less than such higher percentage shall be required.

15. Severability. Whenever possible, each provision hereof shall be interpreted in a manner as to be effective and valid under applicable law, but if any provision hereof is held to be prohibited by or invalid under applicable law, then such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating or otherwise adversely affecting the remaining provisions hereof.

16. Status of Converted Series D Non-Voting Preferred Stock. If any shares of Series D Non-Voting Preferred Stock shall be converted or repurchased by the Corporation, such shares shall be retired and, upon retirement, resume the status of authorized but unissued shares of preferred stock and shall no longer be designated as Series D Non-Voting Preferred Stock and may be reissued as part of a new series of Preferred Stock to be created by resolution or resolutions of the Board of Directors.

[*Remainder of Page Intentionally Left Blank*]

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Designation as of this 1st day of July, 2026.

LIXTE BIOTECHNOLOGY HOLDINGS, INC.

By: * /s/ Geordan Pursglove*
Name: Geordan Pursglove
Title: Chief Executive Officer

[Signature Page to Certificate of Designation]

ANNEX A
NOTICE OF CONVERSION

(TO BE EXECUTED BY THE REGISTERED HOLDER IN ORDER TO CONVERT SHARES OF SERIES D NON-VOTING CONVERTIBLE PREFERRED STOCK)

The undersigned Holder hereby irrevocably elects to convert the number of shares of Series D Non-Voting Convertible Preferred Stock, $0.0001 par value per share (the "***Series D Non-Voting Preferred Stock***"), of Lixte Biotechnology Holdings, Inc., a Delaware corporation (the "***Corporation***"), indicated below, represented in book-entry form, into shares of common stock, $0.0001 par value per share (the "***Common Stock***"), of the Corporation, as of the date written below. If securities are to be issued in the name of a person other than the undersigned, the undersigned will pay all transfer taxes payable with respect thereto. Capitalized terms utilized but not defined herein shall have the meaning ascribed to such terms in that certain Certificate of Designation of Preferences, Rights and Limitations of Series D Non-Voting Convertible Preferred Stock (the "***Certificate of Designation***") filed by the Corporation with the Secretary of State of the State of Delaware on _____________, 2026.

CONVERSION CALCULATIONS:

Date to Effect Conversion: ___________________________

Number of shares of Series D Non-Voting Preferred Stock owned prior to Conversion: ___________________________

Number of shares of Series D Non-Voting Preferred Stock to be Converted: ___________________________

Number of shares of Common Stock to be Issued: __________________________________

Address for delivery of physical certificates: __________________________________

For DWAC Delivery, please provide the following:

Broker No.: ____

Account No.: ____

[HOLDER]

By: ______________________________
Name:
Title:

REGISTRATION RIGHTS AGREEMENT

THIS REGISTRATION RIGHTS AGREEMENT (this "**Agreement**") is entered into as of July 1, 2026, by and among Lixte Biotechnology Holdings, Inc., a Delaware corporation ("**PubCo**"), and each of the persons and entities identified as "Holders" on the signature pages hereto (each, a "**Holder**" and collectively, the "**Holders**").

RECITALS

WHEREAS, concurrently with the execution hereof, PubCo, NBD Merger Sub, Inc., a Delaware corporation and a wholly-owned subsidiary of PubCo ("**Merger Sub**"), and NOMAD Transportable Power Systems, Inc., a Delaware corporation (the "**Company**"), are entering into a Merger Agreement (as the same may be amended from time to time, the "**Merger Agreement**"), pursuant to which, among other things, Merger Sub will be merged with and into the Company, with the Company surviving as a wholly-owned subsidiary of PubCo (the "**Merger**");

WHEREAS, pursuant to the Merger Agreement, PubCo will issue to the Holders shares of PubCo Common Stock and shares of Series D Convertible Preferred Stock of PubCo as merger consideration in connection with the Merger; and

WHEREAS, in connection with the Merger, PubCo has agreed to provide the Holders with certain registration rights with respect to the Registrable Securities (as defined below) on the terms and conditions set forth herein.

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

ARTICLE I

DEFINITIONS

Section 1.1 Definitions.

As used in this Agreement, the following terms shall have the following meanings:

"Affiliate" means, with respect to any Person, any other Person that directly or indirectly controls, is controlled by, or is under common control with such Person. The term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract, or otherwise.

“Agreement” has the meaning set forth in the preamble hereto.

“Audit” has the meaning given to such term in the Merger Agreement.

“Blackout Period” has the meaning set forth in Section 3.4(a).

“Board” means the Board of Directors of PubCo.

“Business Day” means any day other than a Saturday, Sunday, or any other day on which commercial banks in New York, New York are authorized or required by law or executive order to close.

“Commission” means the U.S. Securities and Exchange Commission.

“Common Stock” means the common stock of PubCo, par value $0.0001 per share.

“Company” has the meaning set forth in the Recitals.

“Demand Registration” means a registration of Registrable Securities under the Securities Act requested by the Principal Holders pursuant to Section 2.2.

“Effectiveness Deadline” has the meaning set forth in Section 2.1(b).

“Effectiveness Period” has the meaning set forth in Section 2.1(c).

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

“Exchange Common Shares” means the shares of Common Stock issued or issuable to the Holders pursuant to the Merger Agreement as merger consideration.

“Exchange Conversion Shares” means the shares of Common Stock issued or issuable upon conversion of the Exchange Preferred Shares pursuant to the Series D Certificate of Designation.

“Exchange Preferred Shares” means the shares of Series D Convertible Preferred Stock of PubCo issued or issuable to the Holders pursuant to the Merger Agreement as merger consideration.

“Filing Deadline” has the meaning set forth in Section 2.1(a).

“Free Writing Prospectus” means a free writing prospectus, as defined in Rule 405.

"Holder" has the meaning set forth in the preamble hereto. A Person shall cease to be a Holder when such Person no longer holds any Registrable Securities.

"Merger" has the meaning set forth in the Recitals.

"Merger Agreement" has the meaning set forth in the Recitals.

"Merger Sub" has the meaning set forth in the Recitals.

"Participating Principal Holder" means any Principal Holder participating in the applicable Demand Registration or Piggyback Registration, and **"Participating Principal Holders"** means all such Holders collectively.

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

"Piggyback Registration" has the meaning set forth in Section 2.3(a).

"Principal Holders" means, at any time of determination, one or more Holders that, collectively, hold at least fifteen percent (15%) of the then-outstanding Registrable Securities.

"PubCo" has the meaning set forth in the preamble hereto.

"PubCo Stockholder Approval" has the meaning given to such term in the Merger Agreement.

"Registrable Securities" means (i) the Exchange Common Shares, (ii) from and after receipt of the PubCo Stockholder Approval, the Exchange Conversion Shares, and (iii) any shares of Common Stock or other equity securities of PubCo issued or issuable with respect to, or in exchange for, any of the foregoing by way of stock dividend, stock split, recapitalization, merger, consolidation, reorganization, or similar transaction; provided, however, that any particular security shall cease to be a Registrable Security when (A) it has been sold or transferred pursuant to an effective Registration Statement, (B) it has been sold pursuant to Rule 144 under the Securities Act without restriction (including without any volume, manner of sale, or other limitations), or (C) it has been transferred in a private transaction in which the transferor's registration rights under this Agreement are not assigned to the transferee in accordance with Section 6.2. For purposes of this Agreement, a Person will be deemed to be a holder of Registrable Securities, and the Registrable Securities will be deemed to be in existence, whenever such Person has the right to acquire, directly or indirectly, such Registrable Securities (upon conversion or exercise in connection with a transfer of securities or otherwise, but disregarding any restrictions or limitations upon the exercise of such right), whether or not such acquisition has actually been effected, and such Person will be entitled to exercise the rights of a holder of Registrable Securities hereunder (it being understood that a holder of Registrable Securities may only request that Registrable Securities in the form of Common Stock be registered pursuant to this Agreement).

"Registration Expenses" means all expenses incurred by PubCo in connection with the performance of this Agreement and any registration pursuant to this Agreement, including, without limitation, all registration, filing, and qualification fees, printing and accounting fees, fees and disbursements of counsel for PubCo, and, with respect to any Demand Registration, the reasonable fees and disbursements of one legal counsel selected by the Principal Holders to represent the selling Holders, together with any necessary local counsel that may be required in an aggregate amount not to exceed $200,000 in total; provided, however, that Registration Expenses shall not include any underwriting discounts or commissions attributable to the sale of Registrable Securities, which shall be borne by the applicable Holders pro rata in proportion to their respective sales.

"Registration Statement" means any registration statement filed or to be filed by PubCo with the Commission pursuant to this Agreement covering the resale of Registrable Securities, including all amendments and supplements thereto, all exhibits thereto, and all materials incorporated by reference or deemed incorporated by reference therein.

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

"Series D Certificate of Designation" has the meaning given to such term in the Merger Agreement.

"Shelf Registration Statement" means a Registration Statement filed pursuant to Rule 415 under the Securities Act (or any successor rule) covering the resale of Registrable Securities on a delayed or continuous basis.

"Suspension Notice" has the meaning set forth in Section 3.4(a).

"Underwritten Offering" means a registered offering in which securities of PubCo are sold to an underwriter or underwriters on a firm commitment basis for reoffering to the public.

Capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to such terms in the Merger Agreement.

ARTICLE II

REGISTRATION RIGHTS

Section 2.1 Shelf Registration Statement.

(a) Initial Filing Obligation. PubCo shall use its best efforts to prepare and file with the Commission a Shelf Registration Statement covering the resale of all Registrable Securities no later than thirty (30) days following the later of (i) the date on which PubCo Stockholder Approval is obtained, (ii) the date on which the Audit is completed, and (iii) the six (6)-month anniversary of the closing of the Merger (or, with respect to Exchange Conversion Shares, if later, the date on which such Exchange Conversion Shares are first issued upon conversion of the Exchange Preferred Shares); provided, however, if PubCo Stockholder Approval is not obtained within one year following the closing of the Merger, then PubCo shall use its best efforts to prepare and file with the Commission a Shelf Registration Statement covering the resale of the Exchange Common Shares and will file a subsequent Shelf Registration Statement covering the resale of the remaining Registrable Securities upon PubCo Stockholder Approval (such date, the "**Filing Deadline**"). PubCo shall use its best efforts to prepare and file any such Registration Statement on Form S-3 (or any successor form) if PubCo is then eligible to use such form. If PubCo is not then eligible to file a Registration Statement on Form S-3, PubCo shall file the Registration Statement on Form S-1 (or any successor form). The Registration Statement filed pursuant to this Section 2.1(a) shall provide for the resale of the Registrable Securities pursuant to any method or combination of methods legally available to the Holders, including sales on a delayed or continuous basis pursuant to Rule 415.

(b) Effectiveness. PubCo shall use its best efforts to cause the Registration Statement filed pursuant to Section 2.1(a) to be declared effective by the Commission as promptly as practicable after filing, and in any event no later than (i) forty-five (45) days after the Filing Deadline if the Commission does not conduct a full review of such Registration Statement, or (ii) ninety (90) days after the Filing Deadline if the Commission conducts a full review of such Registration Statement (in each case, the "**Effectiveness Deadline**"). PubCo shall notify the Holders in writing promptly (and in any event within two (2) Business Days) after the Registration Statement becomes effective.

(c) Continued Effectiveness. PubCo shall use its best efforts to keep the Registration Statement continuously effective, available for use, and in compliance with the Securities Act until the earliest of (i) the date on which all Registrable Securities covered by such Registration Statement have been sold, (ii) the date on which all Registrable Securities covered by such Registration Statement may be sold without restriction (including without any volume, manner of sale, current public information, or other limitations) pursuant to Rule 144 as determined by counsel to PubCo, and (iii) the third anniversary of the effective date of such Registration Statement (the "**Effectiveness Period**").

(d) Remedies for Registration Default. The parties acknowledge that the obligations of PubCo under this Agreement are unique and that the Holders would be irreparably harmed by a failure of PubCo to comply with the filing and effectiveness obligations set forth in this Agreement. Accordingly, in the event of any breach or threatened breach by PubCo of its obligations under Section 2.1, the Holders shall be entitled to seek specific performance and injunctive or other equitable relief as their sole and exclusive remedy for any such breach, without the requirement of posting any bond or other security and without the necessity of proving actual damages. For the avoidance of doubt, the Holders shall not be entitled to any monetary damages, penalties, or liquidated damages as a result of any failure by PubCo to meet any filing or effectiveness deadline under this Agreement.

Section 2.2 Demand Registrations.

(a) Requests for Registration. At any time and from time to time, the Principal Holders may request that PubCo register under the Securities Act all or any portion of their Registrable Securities on a Registration Statement, including by filing a new Registration Statement or, to the extent then available, a post-effective amendment, prospectus supplement, or other supplement to an effective Shelf Registration Statement. Each request for a Demand Registration shall specify the approximate number or dollar value of Registrable Securities requested to be registered and, if known, the intended method of distribution. The Principal Holders shall be entitled to request three (3) Demand Registrations, and PubCo shall pay all Registration Expenses whether or not any such Demand Registration is consummated; provided, however, that in no event shall PubCo be required to effectuate more than two (2) Demand Registrations within a one (1) year period.

(b) Notice to Other Holders. Within four (4) Business Days after receipt of any request for a Demand Registration, PubCo shall give written notice of such Demand Registration to all other Holders and, subject to Section 2.2(c), shall include in such Demand Registration and in all related registrations and qualifications under state securities or blue sky laws and any related underwriting all Registrable Securities with respect to which PubCo has received written requests for inclusion within ten (10) days after delivery of PubCo's notice.

(c) Priority on Demand Registrations. PubCo shall not include in any Demand Registration any securities that are not Registrable Securities without the prior written consent of the Principal Holders. If a Demand Registration is an Underwritten Offering and the managing underwriters advise PubCo in writing that, in their opinion, the number of Registrable Securities and, if permitted hereunder, other securities requested to be included exceeds the number that can be sold without adversely affecting the marketability, proposed offering price, timing, or method of distribution of the offering, then PubCo shall include in such offering, prior to the inclusion of any securities that are not Registrable Securities: (i) first, as many of the Registrable Securities requested to be included by the Principal Holders initiating such Demand Registration as, in the opinion of such underwriters, can be sold without any such adverse effect; (ii) second, as many of the Registrable Securities requested to be included by any other Holders as, in the opinion of such underwriters, can be sold without any such adverse effect, pro rata among such Holders on the basis of the number of Registrable Securities owned by each such Holder; and (iii) third, as many of any other securities requested to be included as, in the opinion of such underwriters, can be sold without any such adverse effect.

(d) Form of Registration. Each Demand Registration shall be registered on Form S-3 or any successor short-form registration statement whenever PubCo is permitted to use such form, unless otherwise requested by the Principal Holders. Any Demand Registration on Form S-1 or any successor long-form registration statement shall be an Underwritten Offering unless otherwise approved by the Principal Holders.

Section 2.3 Piggyback Registration Rights.

(a) Notice and Participation. If at any time PubCo proposes to file a registration statement under the Securities Act with respect to an offering (including primary and secondary registrations) of equity securities of PubCo for the account of PubCo or any other stockholder of PubCo (other than a registration statement (x) on Form S-4 or Form S-8, or any successor forms thereto, or (y) filed solely in connection with a dividend reinvestment or similar plan), PubCo shall give written notice of such proposed registration to each Holder at least ten (10) Business Days prior to the anticipated filing date of such registration statement (a "**Piggyback Registration**").

(b) Inclusion of Registrable Securities. Subject to Section 2.3(c), PubCo shall include in each such registration all Registrable Securities with respect to which PubCo has received written requests for inclusion within five (5) Business Days after PubCo's notice is given pursuant to Section 2.3(a).

(c) Priority in Piggyback Registrations. If the managing underwriter or underwriters of any proposed Underwritten Offering in connection with a Piggyback Registration advise PubCo in writing that, in their opinion, the total number of securities proposed to be included in such offering exceeds the number that can be sold without adversely affecting the marketability, proposed offering price, timing, method of distribution, or probability of success of the offering, or PubCo determines in good faith, in the case of a non-underwritten offering, that the total number of securities proposed to be included in such offering exceeds the number that can be sold without adversely affecting the marketability, proposed offering price, timing, method of distribution, or probability of success of the offering, then PubCo shall include in such registration statement: (i) if the Piggyback Registration is a primary registration on behalf of PubCo, (A) first, the securities that PubCo proposes to sell, (B) second, as many of the Registrable Securities requested to be included by the Participating Principal Holders as, in the opinion of such underwriters in the case of an Underwritten Offering or as PubCo determines in good faith in the case of a non-underwritten offering, can be sold without any such adverse effect, (C) third, as many of the Registrable Securities requested to be included by any other Holders as, in the opinion of such underwriters in the case of an Underwritten Offering or as PubCo determines in good faith in the case of a non-underwritten offering, can be sold without any such adverse effect, pro rata among such Holders based on the number of Registrable Securities owned by each such Holder, and (D) fourth, as many of any other securities requested to be included as, in the opinion of such underwriters in the case of an Underwritten Offering or as PubCo determines in good faith in the case of a non-underwritten offering, can be sold without any such adverse effect; and (ii) if the Piggyback Registration is a secondary registration on behalf of holders of PubCo's equity securities other than pursuant to Section 2.2, (A) first, as many of the securities requested to be included by the holders initially requesting such registration as, in the opinion of such underwriters in the case of an Underwritten Offering or as PubCo determines in good faith in the case of a non-underwritten offering, can be sold without any such adverse effect, (B) second, as many of the Registrable Securities requested to be included by the Participating Principal Holders as, in the opinion of such underwriters in the case of an Underwritten Offering or as PubCo determines in good faith in the case of a non-underwritten offering, can be sold without any such adverse effect, (C) third, as many of the Registrable Securities requested to be included by any other Holders as, in the opinion of such underwriters in the case of an Underwritten Offering or as PubCo determines in good faith in the case of a non-underwritten offering, can be sold without any such adverse effect, pro rata among such Holders based on the number of Registrable Securities owned by each such Holder, and (D) fourth, as many of any other securities requested to be included as, in the opinion of such underwriters in the case of an Underwritten Offering or as PubCo determines in good faith in the case of a non-underwritten offering, can be sold without any such adverse effect.

(d) Withdrawal. Any Holder shall have the right to withdraw its request for inclusion of its Registrable Securities in any Piggyback Registration by delivering written notice to PubCo no later than two (2) Business Days prior to the anticipated effective date of such registration statement (or, in the case of an Underwritten Offering, no later than two (2) Business Days prior to the anticipated pricing date of such offering); provided that any Participating Principal Holder may withdraw its request for inclusion at any time prior to executing the underwriting agreement, or, if there is no underwriting agreement, prior to the applicable registration statement becoming effective.

ARTICLE III

REGISTRATION PROCEDURES

Section 3.1 General Obligations of PubCo.

In connection with any Registration Statement, Demand Registration, or Piggyback Registration pursuant to this Agreement, PubCo shall use its best efforts to effect the registration and sale of such Registrable Securities in accordance with the intended method of disposition thereof and, as expeditiously as reasonably practicable, to:

(a) prepare and file with, or submit confidentially to, the Commission any Registration Statement, and all amendments and supplements thereto and related prospectuses, with respect to such Registrable Securities and use its best efforts to cause such Registration Statement to become effective, all in accordance with the Securities Act and applicable rules and regulations; provided that, before filing or confidentially submitting any Registration Statement, prospectus, amendment, or supplement, PubCo shall furnish to counsel selected by the Principal Holders copies of all such documents proposed to be filed or submitted, which documents shall be subject to the review and comment of such counsel;

(b) notify each Holder promptly: (i) when a Registration Statement, prospectus, prospectus supplement, or any amendment thereto has been filed with the Commission and when such Registration Statement or any post-effective amendment thereto has become effective; (ii) when any registration or qualification has become effective under any state securities or blue sky law or any exemption thereunder has been obtained; (iii) of the receipt by PubCo of any request by the Commission for amendments or supplements to a Registration Statement or prospectus or for additional information; (iv) of the issuance by the Commission of any stop order suspending the effectiveness of a Registration Statement or the initiation or threatening of any proceedings for such purpose; (v) of the receipt by PubCo or its counsel of any notification with respect to the suspension of the qualification of the Registrable Securities for sale in any jurisdiction or the initiation or threatening of any proceeding for such purpose; (vi) of the occurrence of any event or information or circumstances as a result of which the prospectus included in such Registration Statement contains an untrue statement of a material fact or omits any fact necessary to make the statements therein not misleading, and, subject to Section 3.4, if required by applicable law or requested by the Principal Holders, PubCo shall use its best efforts to promptly prepare and file a supplement or amendment to such prospectus so that, as thereafter delivered to purchasers of such Registrable Securities, such prospectus will not contain any untrue statement of a material fact or omit to state any fact necessary to make the statements therein not misleading; and (vii) if at any time the representations and warranties of PubCo in any underwriting agreement, securities sale agreement, or other similar agreement relating to the offering cease to be true and correct;

(c) use its best efforts to prevent the issuance of any stop order suspending the effectiveness of a Registration Statement, any order suspending or preventing the use of any related prospectus, or any order suspending the qualification of any Common Stock included in such Registration Statement for sale in any jurisdiction, and, if any such order is issued, use its best efforts to obtain promptly the withdrawal of such order;

(d) furnish to each Holder, without charge, such number of copies of the applicable Registration Statement and each amendment and supplement thereto (including all exhibits thereto and documents incorporated by reference therein), the prospectus included in such Registration Statement (including each preliminary prospectus and prospectus supplement), each Free Writing Prospectus, and such other documents as such Holder or any underwriter may reasonably request in order to facilitate the public sale or other disposition of such Holder's Registrable Securities, and PubCo hereby consents to the use in accordance with applicable law of each such Registration Statement, amendment, supplement, prospectus, preliminary prospectus, prospectus supplement, and Free Writing Prospectus by each selling Holder and underwriter in connection with the offering and sale of the Registrable Securities covered thereby;

(e) use its best efforts to register or qualify, and cooperate with each Holder and its counsel in connection with the registration or qualification of, such Registrable Securities for offer and sale under the securities or blue sky laws of each state and other jurisdiction as any Holder may reasonably request, do any and all other acts and things that may be reasonably necessary or advisable to enable such Holder to consummate the disposition of the Registrable Securities in such jurisdictions, and use its best efforts to cause such registrations or qualifications to remain effective during the Effectiveness Period; provided, however, that PubCo shall not be required in connection therewith or as a condition thereof to (i) qualify to do business in any jurisdiction where it would not otherwise be required to qualify, (ii) subject itself to taxation in any such jurisdiction, or (iii) consent to general service of process in any jurisdiction;

(f) use its best efforts to cause all Registrable Securities covered by the Registration Statement to be listed on the Nasdaq Capital Market or such other national securities exchange on which the Common Stock is then listed, if any, if the listing of such Registrable Securities is then permitted under the rules of such exchange, and to comply and continue to comply with the requirements of any self-regulatory organization applicable to PubCo, including all applicable corporate governance requirements;

(g) provide a transfer agent and registrar for all such Registrable Securities not later than the effective date of the applicable Registration Statement;

(h) make available for inspection by each Holder, any managing underwriter participating in any distribution pursuant to a Registration Statement, and any attorney, accountant, or other agent retained by such Holder or underwriter, all financial and other records, pertinent corporate documents, and properties of PubCo, as shall be reasonably necessary to enable them to exercise their due diligence responsibility and cause the officers, directors, and employees of PubCo to supply all information reasonably requested by any such Holder, underwriter, attorney, accountant, or other agent in connection with such Registration Statement; provided that any such parties shall agree to keep confidential any information so received that is designated in writing by PubCo as confidential;

(i) cooperate with each Holder and each underwriter or agent participating in the disposition of Registrable Securities and their respective counsel in connection with the preparation and filing of applications, notices, registrations, and responses to requests for additional information with the Financial Industry Regulatory Authority, Nasdaq, or any other national securities exchange on which the Common Stock is or is to be listed;

(j) in connection with any Underwritten Offering, use its best efforts to obtain and deliver to the underwriters, in the manner and to the extent provided for in the applicable underwriting agreement, one or more "cold comfort" letters from PubCo's independent registered public accounting firm in customary form and covering such matters of the type customarily covered by cold comfort letters;

(k) use its best efforts to provide (i) a legal opinion of PubCo's outside counsel, dated the effective date of such Registration Statement and addressed to PubCo, and (ii) on the date that such Registrable Securities are delivered to the underwriters for sale in connection with a Demand Registration or an Underwritten Offering, if such securities are being sold through underwriters, or, if such securities are not being sold through underwriters, on the closing date of the applicable sale, one or more legal opinions of PubCo's outside counsel, one or more negative assurance letters of PubCo's outside counsel, and customary certificates executed by authorized officers of PubCo, in each case in customary form and addressed to the underwriters, if any, or, if requested in the case of a non-underwritten offering, to the broker, placement agent, or other agent of the Holders assisting in the sale of the Registrable Securities;

(l) use its best efforts to comply with all applicable rules and regulations of the Commission and make available to its stockholders, as soon as reasonably practicable, an earnings statement covering a period of at least twelve (12) months beginning after the effective date of the applicable Registration Statement, which earnings statement shall satisfy the provisions of Section 11(a) of the Securities Act and Rule 158 thereunder;

(m) enter into and perform such customary agreements, including underwriting agreements in customary form, and take all such other actions as the Principal Holders or the underwriters, if any, reasonably request in order to expedite or facilitate the disposition of such Registrable Securities, including making available the executive officers of PubCo and participating in road shows, investor presentations, marketing events, and other selling efforts and effecting a stock split, stock combination, recapitalization, or reorganization to the extent reasonably requested in connection with such offering;

(n) take all actions to ensure that any Free Writing Prospectus used in connection with any Demand Registration or Piggyback Registration complies in all material respects with the Securities Act, is filed and retained in accordance with the Securities Act to the extent required thereby, and, when taken together with the related prospectus, prospectus supplement, and related documents, does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(o) permit any Holder that, in its sole and exclusive judgment, might be deemed to be an underwriter or a controlling person of PubCo to participate in the preparation of such Registration Statement or comparable statement and to allow such Holder to provide language for insertion therein, in form and substance satisfactory to PubCo, which in the reasonable judgment of such Holder and its counsel should be included;

(p) use its best efforts to make Form S-3 or any other short-form registration available for the sale of Registrable Securities, to cause such Registrable Securities to be registered with or approved by such other governmental agencies or authorities as may be necessary to enable the sellers thereof to consummate their disposition, and to cooperate with the Holders and any managing underwriter or agent to facilitate the timely preparation and delivery of certificates not bearing restrictive legends, or the removal of any restrictive legends associated with any account at which such Registrable Securities are held, in such denominations and registered in such names as the managing underwriter, agent, or such Holders may request;

(q) if requested by any managing underwriter, include in any prospectus or prospectus supplement updated financial or business information for PubCo’s most recent period or current quarterly period, including estimated results or ranges of results, if required for purposes of marketing the offering in the view of the managing underwriter;

(r) take no direct or indirect action prohibited by Regulation M under the Exchange Act and, to the extent any prohibition is applicable to PubCo, take such action as is necessary to make any such prohibition inapplicable;

(s) if requested by the Principal Holders, cooperate with the Principal Holders, any of their Affiliates, and any managing underwriter or agent on reasonable notice to facilitate any in-kind distribution of Registrable Securities to their respective direct or indirect equityholders or any bona fide gift of Registrable Securities to a charitable organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, including preparing and filing with the Commission such amendments and supplements to the applicable Registration Statement and prospectus as may be necessary to permit the recipients of such distribution or gift to sell in the offering if they so elect;

(t) if PubCo files an automatic shelf registration statement covering any Registrable Securities, use its best efforts to remain a well-known seasoned issuer, and not become an ineligible issuer, in each case as defined in Rule 405 under the Securities Act, during the period in which such automatic shelf registration statement is required to remain effective; if PubCo does not pay the filing fee covering the Registrable Securities at the time such automatic shelf registration statement is filed, pay such fee at such time or times as the Registrable Securities are to be sold; and, if such automatic shelf registration statement has been outstanding for at least three (3) years, refile a new automatic shelf registration statement covering the Registrable Securities or, if PubCo is no longer a well-known seasoned issuer, use its best efforts to refile the Shelf Registration Statement on Form S-3 or, if Form S-3 is not available, Form S-1 and keep such registration statement effective for the required period; and

(u) if PubCo files any automatic shelf registration statement for the benefit of holders of any of its securities other than the Holders and the Principal Holders do not request that their Registrable Securities be included therein, then, at the request of the Principal Holders, include in such automatic shelf registration statement such disclosures as may be required by Rule 430B under the Securities Act to ensure that the Holders may be added to such automatic shelf registration statement at a later time through the filing of a prospectus supplement rather than a post-effective amendment, and file any post-effective amendments necessary to include all disclosure and language necessary to ensure that the Holders may be so added.

Section 3.2 Obligations of Holders.

Each Holder agrees that, as a condition to including any Registrable Securities in a Registration Statement pursuant to this Agreement:

(a) such Holder shall furnish to PubCo in writing, within five (5) Business Days after PubCo's written request therefor, such information regarding such Holder, the plan of distribution of such Holder's Registrable Securities, and such other information as PubCo may reasonably request for use in connection with the preparation and filing of such Registration Statement; and

(b) upon receipt of any notice from PubCo of the occurrence of any event of the kind described in Section 3.1(b)(vi) or a Suspension Notice pursuant to Section 3.4, such Holder shall forthwith discontinue its disposition of Registrable Securities pursuant to the applicable Registration Statement until such Holder has received copies of the supplemented or amended prospectus contemplated by Section 3.1(b)(vi), or until such Holder is advised in writing by PubCo that the use of the applicable prospectus may be resumed; and

(c) such Holder shall not sell any Registrable Securities pursuant to the Registration Statement during any Blackout Period.

Section 3.3 [Reserved].

Section 3.4 Suspension Rights.

(a) PubCo may, upon written notice to all Holders (a "**Suspension Notice**"), require each Holder to suspend the use of the prospectus included in any Registration Statement for a period not to exceed thirty (30) consecutive days (each such period, a "**Blackout Period**") if the Board, in its good faith judgment, determines that the disclosure of material non-public information in connection with such Registration Statement would (i) require PubCo to make a public disclosure of such information at a time when PubCo would not otherwise be required to make such disclosure, and such premature disclosure would be materially adverse to PubCo, or (ii) otherwise materially adversely affect PubCo or a contemplated acquisition, merger, business combination, or other material transaction. PubCo shall give each Holder written notice of the commencement and the termination of each Blackout Period as promptly as practicable.

(b) Notwithstanding the foregoing, PubCo shall not be permitted to exercise its suspension rights under Section 3.4(a) more than two (2) times in any twelve (12)-month period, and the aggregate number of days during which any Blackout Period or Blackout Periods are in effect shall not exceed sixty (60) days in any twelve (12)-month period.

(c) Each Holder agrees to keep confidential the fact that it has received a Suspension Notice and the contents thereof; provided, however, that nothing herein shall prevent any Holder from disclosing such information to its legal counsel, financial advisors, or other advisors or as required by applicable law.

ARTICLE IV

INDEMNIFICATION

Section 4.1 Indemnification by PubCo.

PubCo shall, to the fullest extent permitted by applicable law, indemnify and hold harmless each Holder, each Holder's Affiliates, and each of their respective officers, directors, managers, members, partners, stockholders, employees, agents, representatives, successors, and assigns, and each Person, if any, who controls each Holder within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act (collectively, the "**Holder Indemnitees**"), against any and all losses, claims, damages, liabilities, reasonable costs, and expenses (including reasonable attorneys' fees) (collectively, "**Losses**"), as incurred, arising out of or based upon any untrue or alleged untrue statement of a material fact contained in any Registration Statement, prospectus, preliminary prospectus, or Free Writing Prospectus, or any amendment or supplement thereto, or any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein (in the case of any prospectus or preliminary prospectus, in light of the circumstances under which they were made) not misleading; provided, however, that PubCo shall not be required to indemnify any Holder Indemnitee to the extent that any such Losses arise out of or are based upon (i) any untrue statement or omission made in reliance on and in conformity with information furnished to PubCo in writing by such Holder Indemnitee expressly for use in such Registration Statement, prospectus, or amendment or supplement thereto, (ii) such Holder Indemnitee's use of an outdated or defective prospectus after PubCo has provided such Holder Indemnitee with a corrected prospectus, or (iii) any violation of applicable law by such Holder Indemnitee in connection with the sale of Registrable Securities.

Section 4.2 Indemnification by Holders.

Each Holder shall, severally and not jointly, to the fullest extent permitted by applicable law, indemnify and hold harmless PubCo and each of its Affiliates, officers, directors, managers, employees, agents, representatives, successors, and assigns, and each Person who controls PubCo within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act (collectively, the "**PubCo Indemnitees**"), against any and all Losses, as incurred, arising out of or based upon (i) any untrue or alleged untrue statement of a material fact or omission or alleged omission to state a material fact required to be stated therein or necessary to make the statements therein (in the case of any prospectus or preliminary prospectus, in light of the circumstances under which they were made) not misleading, in each case to the extent, but only to the extent, that such untrue statement or omission is contained in any information so furnished to PubCo by such Holder in writing expressly for use in such Registration Statement, (ii) such Holder's use of an outdated or defective prospectus after PubCo has provided such Holder with a corrected prospectus, or (iii) any violation of applicable law by such Holder in connection with the sale of Registrable Securities; provided, however, that in no event shall the aggregate liability of any single Holder under this Section 4.2 exceed the aggregate net proceeds received by such Holder from the sale of Registrable Securities giving rise to such indemnification obligation.

Section 4.3 Conduct of Indemnification Proceedings.

(a) Any Person entitled to indemnification under this Article IV (an "**Indemnified Party**") shall give prompt written notice to the indemnifying party (the "**Indemnifying Party**") of the commencement of any action, claim, suit, investigation, or proceeding (each, a "**Proceeding**") with respect to which such Indemnified Party seeks indemnification pursuant to this Article IV; provided, however, that the failure to give such prompt written notice shall not release, waive, or otherwise affect the Indemnifying Party's indemnification obligations, except to the extent that the Indemnifying Party is materially prejudiced by such failure.

(b) The Indemnifying Party shall have the right, exercisable by delivering written notice to the Indemnified Party within twenty (20) Business Days after receipt of written notice from the Indemnified Party of the commencement of such Proceeding, to assume the defense of such Proceeding using counsel reasonably acceptable to the Indemnified Party, at the Indemnifying Party's own cost and expense. An Indemnified Party shall have the right to employ separate counsel in any such Proceeding and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of such Indemnified Party unless (i) the Indemnifying Party has agreed in writing to pay such fees and expenses, (ii) the Indemnifying Party fails promptly to assume or diligently to conduct the defense of such Proceeding, or (iii) the Indemnified Party shall have been advised by its counsel that representation of the Indemnified Party and the Indemnifying Party by the same counsel would be inappropriate due to an actual or potential conflict of interest between them.

(c) No Indemnifying Party shall, without the prior written consent of the Indemnified Party (which consent shall not be unreasonably withheld, conditioned, or delayed), effect any settlement of any pending or threatened Proceeding in respect of which any Indemnified Party is a party and indemnity has been sought hereunder, unless such settlement (i) includes an unconditional release of such Indemnified Party from all liability arising out of such Proceeding and (ii) does not include any injunctive or other non-monetary relief binding upon the Indemnified Party.

Section 4.4 Contribution.

(a) If the indemnification provided for in Section 4.1 or Section 4.2 is held by a court of competent jurisdiction to be unavailable to, or is insufficient to hold harmless, an Indemnified Party with respect to any Losses, then the Indemnifying Party shall contribute to the amount paid or payable by such Indemnified Party as a result of such Losses in such proportion as is appropriate to reflect the relative fault of the Indemnifying Party and the Indemnified Party in connection with the actions, statements, or omissions that resulted in such Losses, as well as any other relevant equitable considerations.

(b) The relative fault of the Indemnifying Party and the Indemnified Party shall be determined by reference to, among other things, whether any untrue or alleged untrue statement of a material fact or omission or alleged omission to state a material fact relates to information supplied by the Indemnifying Party or the Indemnified Party, and the parties' relative intent, knowledge, access to information, and opportunity to correct or prevent such statement or omission.

(c) Notwithstanding the foregoing, no Holder shall be required to contribute, in the aggregate, any amount in excess of the aggregate net proceeds received by such Holder from the sale of the Registrable Securities giving rise to such contribution obligation.

(d) The parties hereto agree that it would not be just and equitable if the contribution provided for in this Section 4.4 were determined by pro rata allocation or by any other method of allocation that does not take account of the equitable considerations referred to in this Section 4.4. No Person guilty of fraudulent misrepresentation within the meaning of Section 11(f) of the Securities Act shall be entitled to contribution from any Person who was not guilty of such fraudulent misrepresentation.

Section 4.5 Survival.

The indemnification and contribution obligations set forth in this Article IV shall survive the transfer of Registrable Securities and shall remain in full force and effect regardless of any investigation made by or on behalf of any Indemnified Party or any of its officers, directors, or controlling persons.

ARTICLE V

RULE 144 REPORTING

Section 5.1 Rule 144 Covenant.

With a view to making available to the Holders the benefits of certain rules and regulations of the Commission which may permit the sale of Registrable Securities to the public without registration, PubCo agrees to use its best efforts to:

(a) make and keep adequate current public information available, as those terms are understood and defined in Rule 144;

(b) file with the Commission in a timely manner all reports and other documents required to be filed under the Securities Act and the Exchange Act;

(c) so long as any Holder holds Registrable Securities, furnish to such Holder, promptly upon request, a written statement by PubCo as to its compliance with the reporting requirements of Rule 144; and

(d) take such further action as any Holder may reasonably request to the extent necessary to enable such Holder to sell Registrable Securities without registration under the Securities Act within the limitation of the exemptions provided by Rule 144.

ARTICLE VI

MISCELLANEOUS

Section 6.1 Registration Expenses.

All Registration Expenses shall be borne by PubCo. Each Holder shall bear the cost of any underwriting discounts and commissions and transfer taxes attributable to the sale of such Holder's Registrable Securities.

Section 6.2 Transfer of Registration Rights.

The rights of a Holder under this Agreement with respect to Registrable Securities may be transferred or assigned to any Person to whom such Holder transfers or assigns Registrable Securities; provided that (i) PubCo is given written notice at least five (5) Business Days prior to such transfer or assignment stating the name and address of the proposed transferee or assignee and identifying the Registrable Securities with respect to which such rights are being transferred or assigned, (ii) such proposed transferee or assignee agrees in writing to be bound by and comply with all of the terms and provisions of this Agreement by executing a joinder agreement in form and substance reasonably satisfactory to PubCo, and (iii) such transfer or assignment is effected in compliance with applicable securities laws. Any purported transfer or assignment of registration rights that does not comply with this Section 6.2 shall be void ab initio.

Section 6.3 Amendments and Waivers.

Any provision of this Agreement may be amended or waived only if, and only if, such amendment or waiver is in writing and is signed, in the case of an amendment, by PubCo and the Principal Holders, or in the case of a waiver, by the party against whom the waiver is to be effective. No waiver by any party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

Section 6.4 Notices.

All notices and other communications hereunder shall be in writing and shall be deemed duly given when delivered by hand (with written confirmation of receipt), when received by the addressee if sent by a nationally recognized overnight courier (receipt requested), when sent by email (with confirmation of transmission) if sent during normal business hours of the recipient (and if sent after normal business hours, then on the next Business Day), or on the third day after mailing by certified or registered mail, return receipt requested, postage prepaid. Notices to PubCo shall be addressed to PubCo at its address set forth in Section 9.02 of the Merger Agreement, and notices to any Holder shall be addressed to such Holder at the address set forth on such Holder's signature page hereto (or such other address as such Holder may designate by notice to PubCo in accordance with this Section 6.4).

Section 6.5 Governing Law; Jurisdiction.

(a) This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

(b) ANY LEGAL SUIT, ACTION OR PROCEEDING ARISING OUT OF OR BASED UPON THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY MAY BE INSTITUTED IN THE FEDERAL COURTS OF THE UNITED STATES OF AMERICA OR THE COURTS OF THE STATE OF NEW YORK IN EACH CASE LOCATED IN THE BOROUGH OF MANHATTAN, CITY AND STATE OF NEW YORK, AND EACH PARTY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS IN ANY SUCH SUIT, ACTION OR PROCEEDING. SERVICE OF PROCESS, SUMMONS, NOTICE OR OTHER DOCUMENT BY MAIL TO SUCH PARTY'S ADDRESS SET FORTH HEREIN SHALL BE EFFECTIVE SERVICE OF PROCESS FOR ANY SUIT, ACTION OR OTHER PROCEEDING BROUGHT IN ANY SUCH COURT. THE PARTIES IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY OBJECTION TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR ANY PROCEEDING IN SUCH COURTS AND IRREVOCABLY WAIVE AND AGREE NOT TO PLEAD OR CLAIM IN ANY SUCH COURT THAT ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

Section 6.6 Waiver of Jury Trial.

EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE, AGENT, OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE SUCH WAIVER, (B) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF SUCH WAIVER, (C) IT MAKES SUCH WAIVER VOLUNTARILY, AND (D) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 6.6.

Section 6.7 Specific Performance.

The parties acknowledge that the obligations of PubCo under this Agreement are unique, that the Holders would not have an adequate remedy at law for money damages in the event that any covenant or agreement of PubCo in this Agreement were not performed in accordance with its terms, and therefore agree that the Holders shall be entitled, in addition to any other remedies to which they may be entitled at law or in equity, to seek injunctive relief or other equitable relief to prevent or remedy any breach or threatened breach of, and to enforce specifically the terms of, this Agreement, without the necessity of proving actual damages or posting any bond or other security.

Section 6.8 Entire Agreement.

This Agreement, together with the Merger Agreement and the agreements referred to therein, constitute the entire agreement among the parties with respect to the subject matter hereof and supersede all prior and contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written, among the parties with respect to such subject matter.

Section 6.9 Severability.

If any provision of this Agreement is held to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement or any other jurisdiction, and the parties shall endeavor in good faith to modify this Agreement to give effect to the original intent of the parties as closely as possible.

Section 6.10 Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by electronic transmission (including in .pdf or DocuSign format) shall be effective as delivery of a manually executed counterpart.

Section 6.11 Headings.

The headings in this Agreement are for convenience of reference only and shall not affect the interpretation of this Agreement.

Section 6.12 No Third-Party Beneficiaries.

Nothing in this Agreement, express or implied, is intended to confer upon any Person other than the parties hereto and their respective successors and permitted assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided herein with respect to the Indemnified Parties in Article IV.

Section 6.13 No Presumption Against Drafting Party.

The parties acknowledge that each party has had the opportunity to be represented by counsel in connection with the negotiation and drafting of this Agreement, and therefore no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement.

Section 6.14 Termination.

This Agreement shall terminate and be of no further force or effect upon the earlier of (i) the date on which there are no longer any Registrable Securities outstanding and (ii) the mutual written agreement of PubCo and the Principal Holders to terminate this Agreement; provided, however, that the provisions of Article IV (Indemnification) and this Article VI shall survive any such termination.

Section 6.15 No Recourse. Notwithstanding anything to the contrary in this Agreement, PubCo and each Holder agree and acknowledge that no recourse under this Agreement or any documents or instruments delivered in connection with this Agreement, will be had against any current or future director, officer, employee, general or limited partner or member of any Holder or any Affiliate or assignee thereof, whether by the enforcement of any assessment or by any legal or equitable proceeding, or by virtue of any statute, regulation or other applicable law, it being expressly agreed and acknowledged that no personal liability whatsoever will attach to, be imposed on or otherwise be incurred by any current or future officer, agent or employee of any Holder or any current or future member of any Holder or any current or future director, officer, employee, partner or member of any Holder or of any Affiliate or assignee thereof, as such for any obligation of any Holder under this Agreement or any documents or instruments delivered in connection with this Agreement for any claim based on, in respect of or by reason of such obligations or their creation.

Section 6.16 Dividends, Recapitalizations, Etc. If at any time or from time to time there is any change in the capital structure of PubCo by way of a stock split, stock dividend, combination or reclassification, or through a merger, consolidation, reorganization or recapitalization, or by any other means, appropriate adjustment will be made in the provisions hereof so that the rights and privileges granted hereby will continue.

Section 6.17 Current Public Information. At all times after PubCo has filed a registration statement with the Commission pursuant to the requirements of either the Securities Act or the Exchange Act, PubCo will file all reports required to be filed by it under the Securities Act and the Exchange Act and will take such further action as the Principal Holders may reasonably request, all to the extent required to enable such Holders to sell Registrable Securities pursuant to Rule 144.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Registration Rights Agreement as of the date first written above.

PUBCO:

LIXTE BIOTECHNOLOGY HOLDINGS, INC.

By: *\/s/ Geordan Pursglove*
Name: Geordan Pursglove
Title: Chief Executive Officer

HOLDERS:

[HOLDER]

By: [signature pages on file with the Company]
Name:
Address:
Email:

[Signature Page to Registration Rights Agreement]

Exhibit 10.2

PUBCO STOCKHOLDER SUPPORT AGREEMENT

This Support Agreement (this "**Agreement**") is made and entered into as of July 1, 2026, by and among Lixte Biotechnology Holdings, Inc., a Delaware corporation ("**PubCo**"), and [__________] (each, a "**Stockholder**" and collectively, the "**Stockholders**"). PubCo and the Stockholders are each sometimes referred to herein as a "**Party**" and collectively as the "**Parties**".

RECITALS

WHEREAS, concurrently with the execution hereof, NOMAD Transportable Power Systems, Inc., a Delaware corporation (the "**Company**"), PubCo, and NBD Merger Sub, Inc., a Delaware corporation and a wholly-owned subsidiary of PubCo ("**Merger Sub**"), are entering into a Merger Agreement (as the same may be amended from time to time, the "**Merger Agreement**"), pursuant to which, among other things, Merger Sub will be merged with and into the Company, with the Company surviving as a wholly-owned subsidiary of PubCo (the "**Merger**");

WHEREAS, as of the date hereof, each Stockholder is the record and beneficial owner (as defined in Rule 13d-3 under the Exchange Act) of certain shares of common stock of PubCo, par value $0.0001 per share ("**PubCo Common Stock**"), of which such Stockholder is the record and beneficial owner (all such shares of PubCo Common Stock, together with any shares of PubCo Common Stock that are hereafter issued to such Stockholder in connection with an Adjustment prior to the Expiration Time, being referred to herein as the "**Covered Shares**"), provided, however, that, when used with respect to voting or consenting by or in the name of a Stockholder or any other Person acting on a Stockholder's behalf hereunder with respect to PubCo Common Stock, the term "Covered Shares" shall only include the securities that are entitled to be voted (in a particular general or class vote of the stockholders), or for which the Stockholder or any other Person acting on such Stockholder's behalf is entitled to consent (in a particular general or class vote of the stockholders), with respect thereto (which, for the avoidance of doubt, shall not include unissued shares of PubCo Common Stock that are subject to future issuance upon the exercise of options to acquire PubCo Common Stock), and nothing herein shall affirmatively require (and no Stockholder undertakes any obligation or makes any representation or warranty related to) the conversion, exercise or exchange of any security into securities entitled to be voted (in a particular general or class vote of the stockholders), or for which such Stockholder is entitled to consent or act (in a particular general or class vote of the stockholders), with respect thereto; and

WHEREAS, as a condition to the willingness of the Company to enter into the Merger Agreement, and as a material inducement and in consideration therefor, each Stockholder has entered into this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the representations, warranties, covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties, intending to be legally bound, agree as follows:

1. Definitions. Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Merger Agreement. As used in this Agreement, the following terms have the meanings set forth below:

"**Adjustment**" means any stock (or share) split (including a reverse stock (or share) split), stock (or share) dividend or distribution, merger, reorganization, recapitalization, reclassification, combination, exchange of shares or similar transaction with respect to the capital stock (or share capital) of PubCo.

"**Adverse Proposal**" means: (i) any Acquisition Proposal (as defined in the Merger Agreement); (ii) any action, proposal or transaction that would reasonably be expected to result in a breach of any covenant, agreement, representation or warranty or any other obligation of PubCo set forth in the Merger Agreement or of a Stockholder contained in this Agreement; or (iii) any other action, proposal or transaction that is intended, or would reasonably be expected, to materially impede, interfere with, be inconsistent with, delay, postpone or prevent the consummation of, or otherwise adversely affect, the Merger, the other transactions contemplated by this Agreement or the Merger Agreement.

"**Affiliates**" shall mean, with respect to any Person, any other Person which directly or indirectly controls or is controlled by or is under common control with such Person.

"**Expiration Time**" shall mean the earlier to occur of (a) the Effective Time (as defined in the Merger Agreement), and (b) the valid termination of the Merger Agreement in accordance with its terms.

"**Transfer**" shall mean any direct or indirect (i) sale, tender, exchange, assignment, encumbrance, gift, hedge, pledge, hypothecation, disposition or other transfer (by operation of Law or otherwise), voluntarily or involuntarily, or entry into any contract, option or other arrangement or understanding with respect to any sale, tender, exchange, assignment, encumbrance, gift, hedge, pledge, hypothecation, disposition or other transfer (by operation of Law or otherwise), of any Covered Shares (excluding, for the avoidance of doubt, any sale, tender, exchange, assignment, encumbrance, gift, hedge, pledge, hypothecation, disposition or other transfer pursuant to this Agreement or the Merger Agreement) or any right, title or interest therein; (ii) (x) deposit of any Covered Shares into a voting trust, (y) entry into a support agreement with respect to any Covered Shares (other than this Agreement), or (z) grant of any irrevocable or revocable proxy, corporate representative appointment or power of attorney (or other consent or authorization with respect to any Covered Shares) with respect to any Covered Shares (other than as set forth in this Agreement); or (iii) any agreement or commitment (whether or not in writing) to take any of the actions referred to in the foregoing clauses (i) or (ii); provided, however, that Transfer shall not include: (1) with respect to any options to acquire shares of PubCo Common Stock held by a Stockholder that expire on or prior to the termination of this Agreement, any transfer, sale or other disposition of any Covered Shares to PubCo as payment for the (i) exercise price of such options and (ii) taxes applicable to the exercise of such options or (2) with respect to any restricted stock units granted to a Stockholder, (i) any transfer for the net settlement of such restricted stock units settled in Covered Shares (to pay any tax withholding obligations) or (ii) any transfer for receipt upon settlement of such restricted stock units, and the sale of a sufficient number of Covered Shares acquired upon settlement of such securities as would generate sales proceeds sufficient to pay the aggregate taxes payable by such Stockholder as a result of such settlement.

2. No Transfer; No Inconsistent Arrangements.

2.1 From the date hereof until the Expiration Time, each Stockholder agrees not to Transfer any Covered Shares; provided, however, that a Stockholder may, (x)(i) if the Stockholder is an individual, (a) Transfer any Covered Shares to any members of the Stockholder's immediate family, or to a trust solely for the benefit of the Stockholder or any member of the Stockholder's immediate family (for purposes of this Agreement, "immediate family" shall mean any relationship by blood, current or former marriage, domestic partnership or adoption, not more remote than first cousin), or to a partnership, limited liability company or other entity of which the Stockholder and/or any member of the Stockholder's immediate family are the legal and beneficial owners of all of the outstanding equity securities of such entity or similar interest and the Stockholder controls all of the voting power of such entity, (b) Transfer any Covered Shares by operation of law, such as pursuant to a qualified domestic order, divorce settlement or divorce decree and (c) Transfer any Covered Shares by will or under the laws of intestacy upon the death of the Stockholder, (ii) if the Stockholder is a corporate entity, limited liability company, or partnership, Transfer any Covered Shares to any other Person which directly or indirectly controls, is controlled by or is under common control with such Stockholder; but in the case of each of the foregoing clauses (i) and (ii), only if all of the representations and warranties of such Stockholder would be true and correct upon such Transfer and the transferees agree in writing to be bound by the obligations set forth herein with respect to such Covered Shares as if they were the Stockholder hereunder, with PubCo named as an express third-party beneficiary of such agreements; (iii) release the Covered Shares from any pledge, lien or encumbrance existing on the date hereof so long as such release would not prohibit, limit, otherwise conflict with or impede (in any respect) such Stockholder's compliance with its obligations pursuant to this Agreement; and (iv) pledge, lien or encumber any portion of the Covered Shares so long as such pledge, lien or encumbrance would not prohibit, limit, otherwise conflict with or impede (in any respect) such Stockholder's compliance with its obligations pursuant to this Agreement (any such Transfer, a "**Permitted Transfer**"); (y) if any involuntary Transfer of any of a Stockholder's Covered Shares shall occur (including a sale by such Stockholder's trustee in any bankruptcy, or a sale to a purchaser at any creditor's or court sale), the transferee (which term, as used herein, shall include any and all transferees and subsequent transferees of the initial transferee) shall, subject to applicable Law, take and hold such Covered Shares subject to all of the restrictions, obligations, liabilities and rights under this Agreement, which shall continue in full force and effect in accordance with the terms and conditions hereof until the Expiration Time. Any action taken in violation of the immediately preceding sentence shall, to the fullest extent permitted by Law, be null and void *ab initio*. Nothing herein shall limit, restrict or impose any obligation or commitment with respect to shares that are not Covered Shares.

2.2 From the date hereof until the Expiration Time, no Stockholder shall, directly or indirectly, take any action that would reasonably be expected to make any of such Stockholder's representations or warranties under this Agreement untrue or incorrect in any material respect.

3. Agreement to Vote.

(a) Agreement to Vote. From the date hereof until the Expiration Time, each Stockholder irrevocably and unconditionally agrees that, at every meeting of the stockholders or of any class of stockholders of PubCo, however called, including any adjournment or postponement thereof, and in connection with any action proposed to be taken by written consent of the stockholders or any class of stockholders of PubCo, such Stockholder shall, in each case, to the fullest extent that such Stockholder's Covered Shares are entitled to vote thereon: (a) appear at each such meeting or otherwise cause all such Covered Shares to be counted as present thereat for the purpose of determining a quorum; and (b) be present (in person or by proxy) and vote (or cause to be voted), or deliver (or cause to be delivered) a written consent with respect to, all such Covered Shares (i) in favor of (A) the PubCo Stockholder Approval Matters (as defined in the Merger Agreement), including without limitation the conversion of the Exchange Preferred Stock into Exchange Conversion Shares, (B) all of the matters, actions and proposals necessary to consummate the transactions contemplated by the Merger Agreement, including the Merger, and (C) any other transaction contemplated by the Merger Agreement or other matters that would reasonably be expected to facilitate the Merger, including any proposal to adjourn or postpone such meeting of PubCo's stockholders to a later date if there are not sufficient votes to approve the PubCo Stockholder Approval Matters; and (ii) against any Adverse Proposal. The obligations of the Stockholders in this Section 3 shall not be affected by any change, withdrawal or modification of the Board Recommendation. Each Stockholder shall retain at all times the right to vote the Covered Shares in such Stockholder's sole discretion, and without any other limitation, on any matters other than those expressly set forth in this Section 3(a) that are at any time or from time to time presented for consideration to PubCo's stockholders generally. For the avoidance of doubt, the foregoing commitments in this Section 3(a) apply to any Covered Shares held by any trust, limited partnership or other entity directly or indirectly holding Covered Shares over which the applicable Stockholder exercises direct or indirect voting control (if any).

3.2 Irrevocable Proxy. Each Stockholder hereby appoints PubCo and any designee of PubCo, and each of them individually, until the Expiration Time (at which time this proxy shall automatically be revoked), its proxies and attorneys-in-fact, with full power of substitution and resubstitution, to vote during the term of this Agreement with respect to the Covered Shares in accordance with Section 3(a). This proxy and power of attorney is given to secure the performance of the duties of the Stockholders under this Agreement. Each Stockholder shall take such further action or execute such other instruments as may be necessary to effectuate the intent of this proxy. This proxy and power of attorney granted by each Stockholder shall be irrevocable during the term of this Agreement, shall be deemed to be coupled with an interest sufficient in Law to support an irrevocable proxy, and shall revoke any and all prior proxies granted by such Stockholder with respect to the Covered Shares. The power of attorney granted by each Stockholder herein is a durable power of attorney and shall survive the bankruptcy, death, or incapacity of such Stockholder.

4. Additional Covenants.

4.1 No Solicitation. Each Stockholder agrees not to, and shall not authorize or permit any of its Affiliates or any of its or their Representatives to, directly or indirectly, (i) encourage, solicit, initiate, facilitate or continue inquiries regarding any alternative acquisition proposal with respect to PubCo; (ii) enter into discussions or negotiations with, or provide any information to, any Person concerning a possible alternative acquisition proposal with respect to PubCo; or (iii) enter into any agreements or other instruments (whether or not binding) regarding any alternative acquisition proposal with respect to PubCo.

4.2 Waiver.

(a) Each Stockholder hereby irrevocably and unconditionally waives, and agrees not to assert, exercise or perfect (or attempt to exercise, assert or perfect) any rights of appraisal or rights to dissent from the Merger or quasi-appraisal rights that it may at any time have under applicable Law, including Section 262 of the General Corporation Law of the State of Delaware. Each Stockholder agrees not to commence or participate in, and to take all actions necessary to opt out of any class in any class action with respect to, any claim, derivative or otherwise, against PubCo, the Company, Merger Sub, any of their respective Affiliates or successors or any of their respective directors, managers or officers (a) challenging the validity of, or seeking to enjoin or delay the operation of, any provision of this Agreement or the Merger Agreement (including any claim seeking to enjoin or delay the consummation of the Merger) or (b) alleging a breach of any duty of the board of directors of the Company or the board of directors of PubCo or of any Person in connection with the Merger Agreement, this Agreement or the transactions contemplated thereby or hereby; provided, that the foregoing agreement and waiver shall not apply to any claim, derivative or otherwise, under or related to this Agreement.

(b) Each Stockholder, on behalf of itself and its respective present and former affiliates, officers, directors, stockholders, heirs, successors, and assigns (collectively, "**Releasors**") hereby releases, waives, and forever discharges the Company and PubCo and their respective affiliates, employees, officers, directors, stockholders, agents, representatives, successors, and assigns (collectively, "**Releasees**") of and from any and all actions, causes of action, suits, losses, liabilities, rights, debts, dues, sums of money, accounts, reckonings, obligations, costs, expenses, liens, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims, and demands, of every kind and nature whatsoever, whether now known or unknown, foreseen or unforeseen, matured or unmatured, suspected or unsuspected, in law or equity, in each case related to, or arising from, any sale, change of control, or transaction bonuses, or similar payment payable to such Stockholder pursuant to an agreement or other binding arrangement and which becomes payable upon the execution of the Merger Agreement or consummation of the Transactions, which any of such Releasors ever had, now have, or hereafter can, shall, or may have against any of such Releasees for, upon, or by reason of any matter, cause, or thing whatsoever from the beginning of time through the Closing Date.

4.3 Notice of Certain Events. The Stockholders agree to notify PubCo of any development occurring after the date hereof that causes, or that would reasonably be expected to cause, any material breach of any of the representations and warranties of the Stockholders set forth in Section 5. PubCo shall notify the Stockholders of any development occurring after the date hereof that causes, or that would reasonably be expected to cause, any material breach of any of the representations and warranties of PubCo set forth in Section 6.

5. Representations and Warranties of the Stockholders. Each Stockholder represents and warrants to PubCo that:

5.1 Due Organization; Authority.

(a) If the Stockholder is not an individual, (i) the Stockholder is duly organized, validly existing and in good standing (to the extent such concept is recognized under applicable Law) under the Law of its jurisdiction of incorporation or organization, as applicable, (ii) the Stockholder has the requisite power and authority to enter into and to perform its obligations under this Agreement, (iii) the execution and delivery of this Agreement by the Stockholder and the performance of its obligations hereunder and the consummation of the transactions contemplated hereby have been duly authorized by all necessary action on the part of the Stockholder, and (iv) no other proceedings on the part of the Stockholder are necessary to authorize the execution, delivery and performance of this Agreement by the Stockholder or to consummate the transactions contemplated hereby. If the Stockholder is an individual, the Stockholder has the requisite legal capacity, right and authority to execute, deliver and perform the Stockholder's obligations under this Agreement and to consummate the transactions contemplated hereby.

(b) This Agreement has been duly and validly executed and delivered by the Stockholder and, assuming the due authorization, execution and delivery by PubCo, constitutes a legal, valid and binding obligation of the Stockholder, enforceable against the Stockholder in accordance with its terms, subject to the Enforceability Limitations.

5.2 Ownership of the Covered Shares; Voting Power. The Stockholder is the record and beneficial owner (as defined in Rule 13d-3 under the Exchange Act) of all of the Covered Shares and has good and marketable title to all of the Covered Shares free and clear of any lien, charge, pledge, security interest, claim, adverse ownership interest, or agreements, options, rights, understandings or arrangements or any other encumbrances or restrictions whatsoever on title, transfer or exercise of any rights of a stockholder in respect of the Covered Shares (collectively, "**Liens**"), other than those created by this Agreement or those imposed by applicable securities Law or for such Liens as would not prohibit, limit or otherwise conflict with the Stockholder's compliance with its obligations pursuant to this Agreement (collectively, "**Permitted Liens**"). As of the date hereof, the Stockholder has not entered into any agreement to Transfer any of the Covered Shares. The Stockholder has full voting power with respect to all of the Covered Shares, and full power of disposition with respect to the Covered Shares, full power to issue instructions with respect to the matters set forth herein and full power to agree to all of the matters set forth in this Agreement, in each case with respect to all the Covered Shares. None of the Covered Shares are subject to any stockholders' agreement, proxy, voting trust or other agreement, arrangement or Lien with respect to the voting of the Covered Shares, except as expressly provided herein (including Permitted Liens).

5.3 Non-Contravention; Consents. Neither the execution and delivery of this Agreement by the Stockholder nor the consummation of the transactions contemplated hereby nor compliance by the Stockholder with any provisions herein will (a) if the Stockholder is not an individual, violate, contravene or conflict with or result in any breach of any provision of the organizational documents of such Stockholder, (b) require any consent, approval, authorization or permit of, or filing with or notification to, any Governmental Entity on the part of the Stockholder, except for compliance with the applicable requirements of the Securities Act, the Exchange Act or any other securities laws and the rules and regulations promulgated thereunder, (c) violate, conflict with, or result in a breach of or default under any provisions of, or require any consent, waiver or approval under any of the terms, conditions or provisions of any material Contract to which the Stockholder is a party or by which the Stockholder or any of the Covered Shares may be bound, (d) result in the creation or imposition of any Lien (other than any Lien created by PubCo or the Permitted Liens) on any asset of the Stockholder or (e) violate any Law applicable to the Stockholder or by which any of the Covered Shares are bound, except, in the case of each of the clauses above, as would not, individually or in the aggregate, reasonably be expected to prevent, impair or materially delay the consummation by the Stockholder of the transactions contemplated by this Agreement or otherwise prevent, impair or materially delay the Stockholder's ability to perform its obligations hereunder.

5.4 No Proceedings. As of the date hereof, there is no Proceeding pending against or, to the knowledge of the Stockholder, threatened against the Stockholder or any of the Stockholder's properties or assets (including any of the Covered Shares) that would, individually or in the aggregate, reasonably be expected to prevent, impair or materially delay the consummation by the Stockholder of the transactions contemplated by this Agreement or otherwise prevent, impair or materially delay the Stockholder's ability to perform its obligations hereunder.

5.5 Acknowledgment of the Terms and Conditions. The Stockholder has been represented by or had opportunity to be represented by independent counsel, and to the extent the Stockholder is not an individual, such Stockholder's authorized officers have carefully read and fully understood this Agreement and the Merger Agreement.

5.6 No Finder's Fees. No broker, investment banker, financial advisor, finder, agent or other Person is entitled to any broker's, finder's, financial adviser's or other similar fee or commission in connection with this Agreement based upon the arrangements made by or on behalf of the Stockholder in his or its capacity as such.

5.7 Absence of Manipulation. Each Stockholder further represents and agrees that the undersigned has not taken and will not take, directly or indirectly, any action which is designed to or which has constituted or which might reasonably be expected to cause or result in stabilization or manipulation of the price of any security of PubCo to facilitate the sale or resale of the Covered Shares, or which has otherwise constituted or will constitute any prohibited bid for or purchase of the Covered Shares or any related securities. Except as permitted by a Permitted Transfer under Section 2.1, neither the Stockholder nor any entity managed or controlled by the Stockholder nor any Person acting on behalf of or pursuant to any understanding with the Stockholder, has directly or indirectly, engaged in or effected any transactions in the Covered Shares (including, without limitation, (i) any Short Sales (as such term is defined in Rule 200 of Regulation SHO of the Exchange Act) of the Covered Shares or (ii) any hedging transaction, in either case which establishes a net short position involving PubCo's securities).

6. Representations and Warranties of PubCo. PubCo represents and warrants to the Stockholders that:

6.1 Due Organization; Authority. PubCo is a corporation duly organized, validly existing and in good standing under the Laws of the State of Delaware. PubCo has the requisite power and authority to enter into and to perform its obligations under this Agreement. The execution and delivery of this Agreement by PubCo and performance of its obligations hereunder and the consummation of the transactions contemplated hereby have been duly authorized by all necessary action on the part of PubCo, and no other corporate proceedings on the part of PubCo are necessary to authorize the execution, delivery and performance of this Agreement by PubCo or to consummate the transactions contemplated hereby. This Agreement has been duly executed and delivered on behalf of PubCo and, assuming the due authorization, execution and delivery of this Agreement on behalf of each Stockholder, constitutes the valid and binding obligation of PubCo, enforceable against PubCo in accordance with its terms, subject to the Enforceability Limitations.

6.2 Non-Contravention; Consents. Neither the execution and delivery of this Agreement by PubCo nor the consummation of the transactions contemplated hereby nor compliance by PubCo with any provisions herein will (a) violate, contravene or conflict with or result in any breach of any provision of the organizational documents of PubCo, (b) require any consent, approval, authorization or permit of, or filing with or notification to, any Governmental Entity on the part of PubCo, except for compliance with the applicable requirements of the Securities Act, the Exchange Act or any other securities laws and the rules and regulations promulgated thereunder, (c) violate, conflict with, or result in a breach of or default under any provisions of, or require any consent, waiver or approval under any of the terms, conditions or provisions of any material Contract to which PubCo is a party or by which PubCo may be bound, (d) result in the creation or imposition of any Lien on any asset of PubCo or (e) violate any Law applicable to PubCo, except, in the case of each of the clauses above, as would not, individually or in the aggregate, reasonably be expected to prevent, impair or materially delay the consummation by PubCo of the transactions contemplated by this Agreement or otherwise prevent, impair or materially delay PubCo's ability to perform its obligations hereunder.

6.3 No Proceedings. There is no Proceeding pending against or, to the knowledge of PubCo, threatened against PubCo that would, individually or in the aggregate, reasonably be expected to prevent, impair or materially delay the consummation by PubCo of the transactions contemplated by this Agreement or otherwise prevent, impair or materially delay PubCo's ability to perform its obligations hereunder.

7. Termination. Unless earlier terminated by the written consent of PubCo (in its sole and absolute discretion), this Agreement shall terminate automatically and shall have no further force or effect as of the Expiration Time. Upon termination of this Agreement, no Party shall have any further obligations or liabilities under this Agreement; provided, however, that (i) nothing set forth in this Section 7 shall relieve any Party from liability for fraud or any willful breach of this Agreement prior to termination hereof and (ii) the provisions of this Section 7 and Section 9 shall survive any termination of this Agreement. In the event that the Merger Agreement is terminated, this Agreement shall automatically terminate.

8. Reliance. Each Stockholder understands and acknowledges that PubCo is entering into the Merger Agreement in reliance upon such Stockholder's execution, delivery and performance of this Agreement.

9. Miscellaneous.

9.1 Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall 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. If the final judgment of a court of competent jurisdiction declares that any term or provision hereof is invalid or unenforceable, the Parties agree that the court making such determination shall have the power to limit the term or provision, to delete specific words or phrases or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Agreement shall be enforceable as so modified. In the event such court does not exercise the power granted to it in the prior sentence, the Parties agree to replace such invalid or unenforceable term or provision with a valid and enforceable term or provision that will achieve, to the extent possible, the economic, business and other purposes of such invalid or unenforceable term.

9.2 Binding Effect and Assignment. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any Party (whether by operation of Law or otherwise) without the prior written consent of the other Party. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of and be enforceable by the Parties and their respective permitted successors and assigns. Any assignment in violation of this Section 9.2 shall be void.

9.3 Amendments and Waivers. Any provision of this Agreement may be amended, modified, supplemented or waived if, but only if, such amendment, modification, supplement or waiver is in writing and is signed, in the case of an amendment, modification or supplement by each Party to this Agreement or, in the case of a waiver, by each Party against whom the waiver is to be effective. No failure or delay by any Party to assert any of its rights under this Agreement or otherwise shall constitute a waiver of such rights.

9.4 Specific Performance; Injunctive Relief. The Parties agree that irreparable injury, for which monetary damages (even if available) would not be an adequate remedy, will occur in the event that any of the provisions of this Agreement are not performed in accordance with their specific terms or are otherwise breached. Accordingly, it is agreed that each Party shall be entitled to an injunction or injunctions to prevent or remedy any breaches or threatened breaches of this Agreement by any other Party, a decree or order of specific performance specifically enforcing the terms and provisions of this Agreement and any further equitable relief, in each case in accordance with Section 9.6, this being in addition to any other remedy to which such Party is entitled under the terms of this Agreement at law or in equity. The Parties' rights in this Section 9.4 are an integral part of the transactions contemplated hereby and each Party hereby waives any objections to any remedy referred to in this Section 9.4 (including any objection on the basis that there is an adequate remedy at Law or that an award of such remedy is not an appropriate remedy for any reason at Law or equity). For avoidance of doubt, each Party agrees that there is not an adequate remedy at Law for a breach of this Agreement by any Party. In the event any Party seeks any remedy referred to in this Section 9.4, such Party shall not be required to obtain, furnish, post or provide any bond or other security in connection with or as a condition to obtaining any such remedy.

9.5 Notices. All notices, consents and other communications hereunder shall be in writing and shall be given in the manner described in Section 9.02 of the Merger Agreement, addressed as follows: (i) if to PubCo, to its address or email address set forth in Section 9.02 of the Merger Agreement, and (ii) if to a Stockholder, to such Stockholder's address or email address set forth on a signature page hereto, or to such other address or email address as such Party may hereafter specify for the purpose by notice to each other Party hereto.

9.6 Applicable Law; Jurisdiction of Disputes. This Agreement and any dispute, controversy or claim arising out of, relating to or in connection with this Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction). Any legal suit, action or proceeding arising out of or based upon this Agreement or the transactions contemplated hereby may be instituted in the federal courts of the United States of America or the courts of the State of New York, in each case located in the Borough of Manhattan, City and State of New York, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Service of process, summons, notice or other document by mail to such Party's address set forth herein shall be effective service of process for any suit, action or other proceeding brought in any such court. The Parties irrevocably and unconditionally waive any objection to the laying of venue of any suit, action or any proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

9.7 Waiver of Jury Trial. EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE SUCH WAIVERS, (B) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF SUCH WAIVERS, (C) IT MAKES SUCH WAIVERS VOLUNTARILY AND (D) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 9.7.

9.8 Entire Agreement. This Agreement, together with the Merger Agreement contains the entire understanding of the Parties in respect of the subject matter hereof, and supersedes all prior negotiations and understandings between the Parties with respect to such subject matter.

9.9 Counterparts. This Agreement may be executed manually or by other electronic transmission by the Parties, in any number of counterparts, each of which shall be considered one and the same agreement and shall become effective when a counterpart hereof shall have been signed by each of the Parties and delivered to the other Parties. The exchange of a fully executed Agreement (in counterparts or otherwise) by electronic transmission in .pdf or DocuSign format shall be sufficient to bind the Parties to the terms and conditions of this Agreement.

9.10 Interpretation. When a reference is made in this Agreement to sections, such reference shall be to a section of this Agreement, unless otherwise indicated. Whenever the words "include," "includes" or "including" are used in this Agreement they shall be deemed to be followed by the words "without limitation." As used in this Agreement, the term "affiliates" shall have the meaning set forth in Rule 12b-2 of the Exchange Act; provided, that no direct or indirect portfolio companies (as such term is understood in the private equity industry) or investments of or affiliated with a Stockholder or any of its Affiliates shall be deemed or treated as an Affiliate of such Stockholder. The word "extent" and the phrase "to the extent" when used in this Agreement shall mean the degree to which a subject or other things extends, and such word or phrase shall not merely mean "if." The term "or" is not exclusive, and shall be interpreted as "and/or." The phrases "the date of this Agreement," "the date hereof," "of even date herewith" and terms of similar import, shall be deemed to refer to the date set forth in the preamble to this Agreement. The headings set forth in this Agreement or any schedule delivered pursuant to this Agreement are for convenience of reference purposes only and shall not affect or be deemed to affect in any way the meaning or interpretation of this Agreement or such schedule or any term or provision hereof or thereof. All references herein to the Subsidiaries of a Person shall be deemed to include all direct and indirect Subsidiaries of such Person, unless otherwise indicated or the context otherwise requires. A reference to any specific Law or to any provision of any Law, whether or not followed by the phrase "as amended," includes any amendment to, and any modification, re-enactment or successor thereof, any legislative provision substituted therefor and all rules, regulations and statutory instruments issued thereunder or pursuant thereto, except that, for purposes of any representations and warranties in this Agreement that are made as a specific date, references to any specific Law will be deemed to refer to such legislation or provision (and all rules, regulations and statutory instruments issued thereunder or pursuant thereto) as of such date. The Parties agree that they have been represented by counsel during the negotiation and execution of this Agreement and, therefore, waive the application of any Law, regulation, holding or rule of construction providing that ambiguities in an agreement or other document will be construed against the party drafting such agreement or document.

9.11 Capacity as Stockholder. No person executing this Agreement who is or becomes an officer or director of PubCo makes any agreement or understanding herein in his or her capacity as such officer or director. Each Stockholder signs solely in his, her or its capacity as the record and beneficial owner of the Covered Shares. Nothing herein shall limit or affect any actions taken by a Stockholder or any officer, director, employee, affiliate or representative of a Stockholder solely in his or her capacity as an officer or director of PubCo, including without limitation, exercising his or her fiduciary duties in connection thereto.

9.12 Adjustments. After the date of this Agreement and prior to the termination of this Agreement in accordance with Section 7, in the event of an Adjustment, the term "Covered Shares" shall be deemed to refer to and include any stock (or share) and any securities into which or for which any or all of such stock (or share) and securities may be changed or exchanged or which are received in such Adjustment.

9.13 Expenses. All costs and expenses incurred in connection with this Agreement shall be paid by the Party incurring such cost or expense.

9.14 No Agreement Until Executed. This Agreement shall not be effective unless and until (i) the Merger Agreement is executed and delivered by all parties thereto and (ii) this Agreement is executed and delivered by all Parties.

9.15 Further Assurances. Each Stockholder will execute and deliver, or cause to be executed and delivered, all further documents and instruments and use such Stockholder's reasonable best efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable under applicable Law, to perform such Stockholder's obligations under this Agreement.

9.16 No Third Party Beneficiaries. Except as expressly provided in this Section 9.16, nothing in this Agreement shall confer any rights upon any Person other than the Parties and each such Party's respective heirs, successors and permitted assigns. Notwithstanding the foregoing, the Company Stockholder Representative (as defined in the Merger Agreement) is an intended third-party beneficiary of this Agreement and, following the Effective Time, shall be entitled to enforce the provisions of this Agreement applicable to the Stockholders as if the Company Stockholder Representative were a Party hereto. Following the Effective Time, any enforcement of rights on behalf of the Company under this Agreement with respect to the obligations of the Stockholders shall be conducted exclusively by the Company Stockholder Representative.

9.17 Non-Survival of Representations and Warranties. The respective representations and warranties of the Stockholders and PubCo contained herein shall not survive the closing of the transactions contemplated hereby and by the Merger Agreement.

9.18 Non-Recourse. Notwithstanding anything herein to the contrary, this Agreement may only be enforced against, and any claim or cause of action based upon, arising out of, or to the extent related to this Agreement may only be brought against the entities that are expressly named as Parties hereto and their respective successors and assigns. Except as set forth in the immediately preceding sentence, no past, present or future director, officer, manager, employee, incorporator, member, partner, stockholder, equityholder, controlling person, Affiliate, agent, attorney, advisor or representative of any Party hereto, and no past, present or future director, officer, manager, employee, incorporator, member, partner, stockholder, equityholder, controlling person, Affiliate, agent, attorney, advisor or representative of any of the foregoing (each, a "Non-Recourse Party") shall have any liability for any obligations or liabilities of any Party hereto under this Agreement (whether in tort, contract or otherwise). The Parties acknowledge and agree that the Non-Recourse Parties are third party beneficiaries of this Section 9.18, each of whom may enforce the provisions thereof.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the Parties have executed this Support Agreement as of the date first above written.

LIXTE BIOTECHNOLOGY HOLDINGS, INC.

By: */s/ Geordan Pursglove*
Name: Geordan Pursglove
Title: Chief Executive Officer

[STOCKHOLDER]

By: [signature pages on file with the Company]
Name:
Address:
E-mail:

Exhibit 10.3

INDEMNIFICATION AGREEMENT

INDEMNIFICATION AGREEMENT (this "**Agreement**") is entered into as of _______, 2026, by and between Lixte Biotechnology Holdings, Inc., a Delaware corporation (the "**Company**") and the undersigned, a director and/or an officer of the Company ("**Indemnitee**"), as applicable.

BACKGROUND

The board of directors of the Company (the "**Board**") has determined that the inability to attract and retain highly competent persons to serve the Company is detrimental to the best interests of the Company and its shareholders and that it is reasonable and necessary for the Company to provide adequate protection to such persons against risks of claims and actions against them arising out of their services to the corporation.

AGREEMENT

In consideration of the premises and the covenants contained herein, the Company and Indemnitee do hereby covenant and agree as follows:

A. DEFINITIONS

1. Definitions. The following terms shall have the meanings defined below:

Expenses shall include, without limitation, damages, judgments, fines, penalties, settlements and costs, attorneys' fees and disbursements and costs of attachment or similar bond, investigations, and any other expenses paid or incurred in connection with investigating, defending, being a witness in, participating in (including on appeal), or preparing for any of the foregoing in, any Proceeding.

Indemnifiable Event means any event or occurrence that takes place either before or after the execution of this Agreement, related to the fact that Indemnitee is or was a director or an officer of the Company, or is or was serving at the request of the Company as a director or officer of another corporation, partnership, joint venture or other entity, or related to anything done or not done by Indemnitee in any such capacity, including, but not limited to, neglect, breach of duty, error, misstatement, misleading statement or omission.

Participant means a person who is a party to, or witness or participant (including on appeal) in, a Proceeding.

Proceeding means any threatened, pending, or completed action, suit, arbitration or proceeding, or any inquiry, hearing or investigation, whether civil, criminal, administrative, investigative or other, including appeal, in which Indemnitee may be or may have been involved as a party or otherwise by reason of an Indemnifiable Event.

B. AGREEMENT TO INDEMNIFY

1. General Agreement to Indemnify. In the event Indemnitee was, is, or becomes a Participant in, or is threatened to be made a Participant in, a Proceeding, the Company shall indemnify the Indemnitee to the fullest extent permitted under the Delaware General Corporation Law, from and against any and all Expenses which Indemnitee incurs or becomes obligated to incur in connection with such Proceeding, whether or not such Proceeding proceeds to judgment or is settled or is otherwise brought to a final disposition, to the fullest extent permitted by applicable law.

2. Indemnification of Expenses of Successful Party. Notwithstanding any other provision of this Agreement, to the extent that Indemnitee has been successful on the merits in defense of any Proceeding or in defense of any claim, issue or matter in such Proceeding, the Company shall indemnify Indemnitee against all Expenses incurred in connection with such Proceeding or such claim, issue or matter, whether or not such Proceeding proceeds to judgment or is settled or is otherwise brought to a final disposition, as the case may be, offset by the amount of cash, if any, received by the Indemnitee resulting from his/her success therein.

3. Partial Indemnification. If Indemnitee is entitled under any provision of this Agreement to indemnification by the Company for a portion of Expenses, but not for the total amount of Expenses, the Company shall indemnify the Indemnitee for the portion of such Expenses to which Indemnitee is entitled.

4. Exclusions. Notwithstanding anything in this Agreement to the contrary, Indemnitee shall not be entitled to indemnification under this Agreement:

(a) to the extent that payment is actually made to Indemnitee under a valid, enforceable and collectible insurance policy;

(b) to the extent that Indemnitee is indemnified and actually paid other than pursuant to this Agreement;

(c) subject to Section C.2(a), in connection with a judicial action by or in the right of the Company, in respect of any claim, issue or matter as to which the Indemnitee shall have been adjudicated by a court of competent jurisdiction, in a decision from which there is no further right of appeal, to be liable for gross negligence or knowing or willful misconduct in the performance of his/her duty to the Company unless and only to the extent that any court in which such action was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, the Indemnitee is fairly and reasonably entitled to indemnity for such Expenses as such court shall deem proper;

(d) in connection with any Proceeding initiated by Indemnitee against the Company, any director or officer of the Company or any other party, and not by way of defense, unless (i) the Company has joined in or the Board has consented to the initiation of such Proceeding; or (ii) the Proceeding is one to enforce indemnification rights under this Agreement or any applicable law;

(e) brought about by the dishonesty or fraud of the Indemnitee seeking payment hereunder; provided, however, that the Company shall indemnify Indemnitee under this Agreement as to any claims upon which suit may be brought against him/her by reason of any alleged dishonesty on his/her part, unless a judgment or other final adjudication thereof adverse to the Indemnitee establishes that he/she committed

(i) acts of active and deliberate dishonesty, (ii) with actual dishonest purpose and intent, and (iii) which acts were material to the cause of action so adjudicated;

(f) for any judgment, fine or penalty which the Company is prohibited by applicable law from paying as indemnity;

(g) arising out of Indemnitee's breach of an employment agreement with the Company (if any) or any other agreement with the Company or any of its subsidiaries; or

(h) arising out of Indemnitee's personal income tax payable on any salaries, bonuses, director's fees, including fees for attending meetings, or gain on disposition of shares, options or restricted shares of the Company.

5. No Employment Rights. Nothing in this Agreement is intended to create in Indemnitee any right to continued employment with the Company.

6. Contribution. If the indemnification provided in this Agreement is unavailable and may not be paid to Indemnitee for any reason other than those set forth in Section B.4, then the Company shall contribute to the amount of Expenses paid in settlement actually and reasonably incurred and paid or payable by Indemnitee in such proportion as is appropriate to reflect (i) the relative benefits received by the Company on the one hand and by the Indemnitee on the other hand from the transaction or events from which such Proceeding arose, and (ii) the relative fault of the Company on the one hand and of the Indemnitee on the other hand in connection with the events which resulted in such Expenses, as well as any other relevant equitable considerations. The relative fault of the Company on the one hand and of the Indemnitee on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such Expenses, judgments, fines or settlement amounts. The Company agrees that it would not be just and equitable if contribution pursuant to this Section B.6 were determined by pro rata allocation or any other method of allocation which does not take account of the foregoing equitable considerations.

C. INDEMNIFICATION PROCESS

1. Notice and Cooperation by Indemnitee. Indemnitee shall, as a condition precedent to his/her right to be indemnified under this Agreement, give the Company notice in writing as soon as practicable of any claim made against Indemnitee for which indemnification will or could be sought under this Agreement, provided that the delay of Indemnitee to give notice hereunder shall not prejudice any of Indemnitee's rights hereunder, unless such delay results in the Company's forfeiture of substantive rights or defenses. Notice to the Company shall be given in accordance with Section F.7 below. If, at the time of receipt of such notice, the Company has directors' and officers' liability insurance policies in effect, the Company shall give prompt notice to its insurers of the Proceeding relating to the notice. The Company shall thereafter take all necessary and desirable action to cause such insurers to pay, on behalf of Indemnitee, all Expenses payable as a result of such Proceeding. In addition, Indemnitee shall give the Company such cooperation as the Company may reasonably request and the Company shall give the Indemnitee such cooperation as the Indemnitee may reasonably request, including providing any documentation or information which is not privileged or otherwise protected from disclosure and which is reasonably available to Indemnitee or the Company, as the case may be.

2. Indemnification Payment.

(a) *Advancement of Expenses*. Indemnitee may submit a written request with reasonable particulars to the Company requesting that the Company advance to Indemnitee all Expenses that may be reasonably incurred in advance by Indemnitee in connection with a Proceeding. The Company shall, within ten (10) business days of receiving such a written request by Indemnitee, advance all requested Expenses to Indemnitee. Any excess of the advanced Expenses over the actual Expenses will be repaid to the Company.

(b) *Reimbursement of Expenses*. To the extent Indemnitee has not requested any advanced payment of Expenses from the Company, Indemnitee shall be entitled to receive reimbursement for the Expenses incurred in connection with a Proceeding from the Company as soon as practicable and, in any event, within thirty (30) days after Indemnitee makes a written request to the Company for reimbursement unless the Company refers the indemnification request to the Reviewing Party in compliance with Section C.2(c) below.

(c) *Determination by the Reviewing Party*. If the Company reasonably believes that it is not obligated under this Agreement to indemnify the Indemnitee, the Company shall, within ten (10) days after the Indemnitee's written request for an advancement or reimbursement of Expenses, notify the Indemnitee that the request for advancement of Expenses or reimbursement of Expenses will be submitted to the Reviewing Party (as hereinafter defined). The Reviewing Party shall make a determination on the request within thirty (30) days after the Indemnitee's written request for an advancement or reimbursement of Expenses. Notwithstanding anything foregoing to the contrary, in the event the Reviewing Party informs the Company that Indemnitee is not entitled to indemnification in connection with a Proceeding under this Agreement or applicable law, the Company shall be entitled to be reimbursed by Indemnitee for all the Expenses previously advanced or otherwise paid to Indemnitee in connection with such Proceeding; provided, however, that Indemnitee may bring a suit to enforce his/her indemnification right in accordance with Section C.3 below.

3. Suit to Enforce Rights. Regardless of any action by the Reviewing Party, if Indemnitee has not received full indemnification within thirty (30) days after making a written demand in accordance with Section C.2 above or fifty (50) days if the Company submits a request for advancement or reimbursement to the Reviewing Party under Section C.2(c), Indemnitee shall have the right to enforce its indemnification rights under this Agreement by commencing litigation in any court of competent jurisdiction seeking a determination by the court or challenging any determination by the Reviewing Party or with respect to any breach in any aspect of this Agreement. Any determination by the Reviewing Party not challenged by Indemnitee and any judgment entered by the court shall be binding on the Company and Indemnitee.

4. Assumption of Defense. In the event the Company is obligated under this Agreement to advance or bear any Expenses for any Proceeding against Indemnitee, the Company shall be entitled to assume the defense of such Proceeding, with counsel approved by Indemnitee, upon delivery to Indemnitee of written notice of its election to do so. After delivery of such notice, approval of such counsel by Indemnitee and the retention of such counsel by the Company, the Company will not be liable to Indemnitee under this Agreement for any fees of counsel subsequently incurred by Indemnitee with respect to the same Proceeding, unless (i) the employment of counsel by Indemnitee has been previously authorized by the Company, (ii) Indemnitee shall have reasonably concluded, based on written advice of counsel, that there may be a conflict of interest of such counsel retained by the Company between the Company and Indemnitee in the conduct of any such defense, or (iii) the Company ceases or terminates the employment of such counsel with respect to the defense of such Proceeding, in any of which events the fees and expenses of Indemnitee's counsel shall be at the expense of the Company. At all times, Indemnitee shall have the right to employ counsel in any Proceeding at Indemnitee's expense.

5. Burden of Proof and Presumptions. Upon making a request for indemnification, Indemnitee shall be presumed to be entitled to indemnification under this Agreement and the Company shall have the burden of proof to overcome that presumption in reaching any contrary determination.

6. No Settlement Without Consent. Neither party to this Agreement shall settle any Proceeding in any manner that would impose any damage, loss, penalty or limitation on Indemnitee without the other party's written consent. Neither the Company nor Indemnitee shall unreasonably withhold its consent to any proposed settlement.

7. Company Participation. Subject to Section B.6, the Company shall not be liable to indemnify the Indemnitee under this Agreement with regard to any judicial action if the Company was not given a reasonable and timely opportunity, at its expense, to participate in the defense, conduct and/or settlement of such action.

8. Reviewing Party.

(a) For purposes of this Agreement, the Reviewing Party with respect to each indemnification request of Indemnitee that is referred by the Company pursuant to Section C.2(c) above shall be (A) the Board by a majority vote of a quorum consisting of Disinterested Directors (as hereinafter defined), or (B) if a quorum of the Board consisting of Disinterested Directors is not obtainable or, even if obtainable, said Disinterested Directors so direct, by Independent Counsel in a written opinion to the Board, a copy of which shall be delivered to Indemnitee. If the Reviewing Party determines that Indemnitee is entitled to indemnification, payment to Indemnitee shall be made within ten (10) days after such determination. Indemnitee shall cooperate with the person, persons or entity making such determination with respect to Indemnitee's entitlement to indemnification, including providing to such person, persons or entity upon reasonable advance request any documentation or information which is not privileged or otherwise protected from disclosure and which is reasonably available to Indemnitee and reasonably necessary to such determination. Any Independent Counsel or member of the Board shall act reasonably and in good faith in making a determination under this Agreement of the Indemnitee's entitlement to indemnification. Any reasonable costs or expenses (including reasonable attorneys' fees and disbursements) incurred by Indemnitee in so cooperating with the person, persons or entity making such determination shall be borne by the Company (irrespective of the determination as to Indemnitee's entitlement to indemnification) and the Company hereby indemnifies and agrees to hold Indemnitee harmless therefrom. "Disinterested Director" means a director of the Company who is not and was not a party to the Proceeding in respect of which indemnification is sought by Indemnitee.

(b) If the determination of entitlement to indemnification is to be made by Independent Counsel, the Independent Counsel shall be selected as provided in this Section C.8(b). The Independent Counsel shall be selected by Indemnitee (unless Indemnitee shall request that such selection be made by the Board, in which event the preceding sentence shall apply), and Indemnitee shall give written notice to the Company advising it of the identity of the Independent Counsel so selected. In either event, Indemnitee or the Company, as the case may be, may, within 10 days after such written notice of selection shall have been given, deliver to the Company or to Indemnitee, as the case may be, a written objection to such selection; *provided*, *however*, that such objection may be asserted only on the ground that the Independent Counsel so selected does not meet the requirements of "Independent Counsel" as defined in Section C.8(d) of this Agreement, and the objection shall set forth with particularity the factual basis of such assertion. Absent a proper and timely objection, the person so selected shall act as Independent Counsel. If a written objection is made and substantiated, the Independent Counsel selected may not serve as Independent Counsel unless and until such objection is withdrawn or a court has determined that such objection is without merit. If, within 20 days after submission by Indemnitee of a written request for indemnification, no Independent Counsel shall have been selected and not objected to, either the Company or Indemnitee may petition a court of competent jurisdiction for resolution of any objection which shall have been made by the Company or Indemnitee to the other's selection of Independent Counsel and/or for the appointment as Independent Counsel of a person selected by the court or by such other person as the court shall designate, and the person with respect to whom all objections are so resolved or the person so appointed shall act as Independent Counsel. The Company shall pay any and all reasonable fees and expenses of Independent Counsel incurred by such Independent Counsel in connection with acting under this Agreement, and the Company shall pay all reasonable fees and expenses incident to the procedures of this Section C.8(b), regardless of the manner in which such Independent Counsel was selected or appointed.

(c) In making a determination with respect to entitlement to indemnification hereunder, the Reviewing Party shall presume that Indemnitee is entitled to indemnification under this Agreement if Indemnitee has submitted a request for indemnification in accordance with this Agreement, and the Company shall have the burden of proof to overcome that presumption in connection with the making by any person, persons or entity of any determination contrary to that presumption. The termination of any Proceeding or of any claim, issue or matter therein, by judgment, order, settlement (with or without court approval), conviction, or upon a plea of *nolo contendere* or its equivalent, shall not (except as otherwise expressly provided in this Agreement) of itself adversely affect the right of Indemnitee to indemnification or create a presumption that Indemnitee did not act in good faith and in a manner which he/she reasonably believed to be in or not opposed to the best interests of the Company or, with respect to any criminal Proceeding, that Indemnitee had reasonable cause to believe that his/her conduct was unlawful. For purposes of any determination of good faith, Indemnitee shall be deemed to have acted in good faith if Indemnitee's action is based on the records or books of account of the Company and any other corporation, partnership, joint venture or other entity of which Indemnitee is or was serving at the written request of the Company as a director, officer, employee, agent or fiduciary, including financial statements, or on information supplied to Indemnitee by the officers and directors of the Company or such other corporation, partnership, joint venture or other entity in the course of their duties, or on the advice of legal counsel for the Company or such other corporation, partnership, joint venture or other entity or on information or records given or reports made to the Company or such other corporation, partnership, joint venture or other entity by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Company or such other corporation, partnership, joint venture or other entity. In addition, the knowledge and/or actions, or failure to act, of any director, officer, agent or employee of the Company or such other corporation, partnership, joint venture or other entity shall not be imputed to Indemnitee for purposes of determining the right to indemnification under this Agreement. The provisions of this Section C.8(c) shall not be deemed to be exclusive or to limit in any way the other circumstances in which the Indemnitee may be deemed to have met the applicable standard of conduct set forth in this Agreement.

(d) "**Independent Counsel**" means a law firm, or a member of a law firm, that is experienced in matters of corporation law and neither presently is, nor in the past five (5) years has been, retained to represent (i) the Company or Indemnitee in any matter material to either such party (other than with respect to matters concerning the Indemnitee under this Agreement, or of other indemnitees under similar indemnification agreements), or (ii) any other party to the Proceeding giving rise to a claim for indemnification hereunder. Notwithstanding the foregoing, the term "Independent Counsel" shall not include any person who, under the applicable standards of professional conduct then prevailing, would have a conflict of interest in representing either the Company or Indemnitee in an action to determine Indemnitee's rights under this Agreement. The Company agrees to pay the reasonable fees of the Independent Counsel referred to above and to fully indemnify such counsel against any and all Expenses, claims, liabilities and damages arising out of or relating to this Agreement or its engagement pursuant hereto.

D. DIRECTOR AND OFFICER LIABILITY INSURANCE

1. Good Faith Determination. The Company shall from time to time make the good faith determination whether or not it is practicable for the Company to obtain and maintain a policy or policies of insurance with reputable insurance companies providing the officers and directors of the Company with coverage for losses incurred in connection with their services to the Company or to ensure the Company's performance of its indemnification obligations under this Agreement.

2. Coverage of Indemnitee. To the extent the Company maintains an insurance policy or policies providing directors' and officers' liability insurance, Indemnitee shall be covered by such policy or policies, in accordance with its or their terms, to the maximum extent of the coverage available for any of the Company's directors or officers.

3. No Obligation. Notwithstanding the foregoing, the Company shall have no obligation to obtain or maintain any director and officer insurance policy if the Company determines in good faith that such insurance is not reasonably available in the case that (i) premium costs for such insurance are disproportionate to the amount of coverage provided, or (ii) the coverage provided by such insurance is limited by exclusions so as to provide an insufficient benefit.

E. NON-EXCLUSIVITY; FEDERAL PREEMPTION; TERM

1. Non-Exclusivity. The indemnification provided by this Agreement shall not be deemed exclusive of any rights to which Indemnitee may be entitled under the Company's memorandum and articles of association, as may be amended from time to time, applicable law or any written agreement between Indemnitee and the Company (including its subsidiaries and affiliates). The indemnification provided under this Agreement shall continue to be available to Indemnitee for any action taken or not taken while serving in an indemnified capacity even though he/she may have ceased to serve in any such capacity at the time of any Proceeding. To the extent that a change in the laws of Delaware permit greater indemnification by agreement than would be afforded under the constitution or this Agreement, it is the intent of the parties hereto that Indemnitee shall enjoy by this Agreement the greater benefits so afforded by such change.

2. Federal Preemption. Notwithstanding the foregoing, both the Company and Indemnitee acknowledge that in certain instances, U.S. federal law or public policy may override applicable law and prohibit the Company from indemnifying its directors and officers under this Agreement or otherwise. Such instances include, but are not limited to, the U.S. Securities and Exchange Commission's (the "**SEC**") prohibition on indemnification for liabilities arising under certain Federal securities laws. Indemnitee understands and acknowledges that the Company has undertaken or may be required in the future to undertake with the SEC to submit the question of indemnification to a court in certain circumstances for a determination of the Company's right under public policy to indemnify Indemnitee.

3. Company Indemnitor of First Resort. The Company hereby acknowledges that the Indemnitee may have certain rights to indemnification, advancement of expenses and/or insurance provided by one or more of his or her employers and certain of their Affiliates (collectively, the "**Employer Indemnitors**"). The Company hereby agrees (i) that it is the indemnitor of first resort (i.e., its obligations to Indemnitee is primary and any obligation of the Employer Indemnitors to advance expenses or to provide indemnification for the same expenses or liabilities incurred by Indemnitee are secondary), (ii) that it shall be required to advance the full amount of expenses incurred by Indemnitee and shall be liable for the full amount of all expenses, judgments, penalties, fines and amounts paid in settlement by or on behalf of any Indemnitee to the extent legally permitted and as required by this Agreement (or any agreement between the Company and such Indemnitee), without regard to any rights such Indemnitee may have against the Employer Indemnitors and (iii) it irrevocably waives, relinquishes and releases the Employer Indemnitors from any and all claims against the Employer Indemnitors for contribution, subrogation or any other recovery of any kind in respect thereof.

4. Duration of Agreement. All agreements and obligations of the Company contained herein shall continue during the period Indemnitee is an officer and/or a director of the Company (or is or was serving at the request of the Company as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise) and shall continue thereafter so long as Indemnitee shall be subject to any Proceeding by reason of his/her former or current capacity at the Company or any other enterprise at the Company's request, whether or not he/she is acting or serving in any such capacity at the time any Expense is incurred for which indemnification can be provided under this Agreement. This Agreement shall continue in effect regardless of whether Indemnitee continues to serve as an officer and/or a director of the Company or any other enterprise at the Company's request.

F. MISCELLANEOUS

1. Amendment of this Agreement. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by the parties hereto. No waiver of any of the provisions of this Agreement shall operate as a waiver of any other provisions (whether or not similar), nor shall such waiver constitute a continuing waiver. Except as specifically provided in this Agreement, no failure to exercise or any delay in exercising any right or remedy shall constitute a waiver.

2. Subrogation. In the event of payment to Indemnitee by the Company under this Agreement, the Company shall be subrogated to the extent of such payment to all of the rights of recovery of Indemnitee, who shall execute all papers required and shall do everything that may be necessary to secure such rights, including the execution of such documents necessary to enable the Company to bring suit to enforce such rights.

3. Assignment; Binding Effect. Neither this Agreement nor any of the rights or obligations hereunder may be assigned by either party hereto without the prior written consent of the other party; except that the Company may, without such consent, assign all such rights and obligations to a successor in interest to the Company which assumes all obligations of the Company under this Agreement. Notwithstanding the foregoing, this Agreement shall be binding upon and inure to the benefit of and be enforceable by and against the parties hereto and the Company's successors (including any direct or indirect successor by purchase, merger, consolidation, or otherwise to all or substantially all of the business and/or assets of the Company) and assigns, as well as Indemnitee's spouses, heirs, and personal and legal representatives.

4. Severability and Construction. Nothing in this Agreement is intended to require or shall be construed as requiring the Company to do or fail to do any act in violation of applicable law. The Company's inability, pursuant to a court order, to perform its obligations under this Agreement shall not constitute a breach of this Agreement. In addition, if any portion of this Agreement shall be held by a court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions shall remain enforceable to the fullest extent permitted by applicable law. The parties hereto acknowledge that they each have opportunities to have their respective counsels review this Agreement. Accordingly, this Agreement shall be deemed to be the product of both of the parties hereto, and no ambiguity shall be construed in favor of or against either of the parties hereto.

5. Counterparts. This Agreement may be executed in two counterparts, both of which taken together shall constitute one instrument.

6. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

7. Notices. All notices, demands, and other communications required or permitted under this Agreement shall be made in writing and shall be deemed to have been duly given if delivered by hand, against receipt, or mailed via postage prepaid, certified or registered mail, return receipt requested, and addressed to the Company at:

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

and to Indemnitee at his/her address last known to the Company.

8. Entire Agreement. This Agreement constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto execute this Agreement as of the date first written above.

COMPANY:

LIXTE BIOTECHNOLOGY HOLDINGS, INC.

By: ______________________________
Name: Geordan Pursglove
Title: Chief Executive Officer

INDEMNITEE:

By: ______________________________
Name:

Exhibit 99.1

LIXTE COMPLETES MERGER WITH NOMAD TRANSPORTABLE POWER SYSTEMS

-Transaction Transforms LIXTE to New Growth Sector
Addressing Multi-Billion-Dollar Market
of Mobile, Utility-Grade Battery Energy Storage Systems-

-Company Plans Corporate Name Change to NOMAD Power Solutions

BOCA RATON, Fla./WATERBURY, Vt., July 2, 2026 -- LIXTE Biotechnology Holdings, Inc. (NASDAQ: LIXT) ("LIXTE" or the "Company") today announced it has completed the previously announced merger with NOMAD Transportable Power Systems, Inc. ("NOMAD"), a market leader in deployable, utility-grade battery energy storage systems (BESS), In connection with the merger, the Company is issuing to the NOMAD accredited stockholders 2,992,041 shares of its common stock and 50,366.07 shares of its newly authorized Series D preferred stock (which shares are convertible into 50,366,070 shares of NOMAD common stock on a 1 for 1,000 basis following the receipt of Company stockholder approval).

The Company also announced it has changed its corporate name to NOMAD Power Solutions, Inc. effective as of July 3, 2026, and its trading symbol to "NMAD" effective as of July 6, 2026.

"We are delighted to have completed this transaction, which transforms LIXTE into a new and exciting, rapidly growing sector, allowing us to address a multi-billion-dollar market and establish the foundation for a highly scalable infrastructure platform," said Geordan Pursglove, LIXTE's Chief Executive Officer. "NOMAD instantly places us at the center of powerful long-term trends, including artificial intelligence, electrification, grid modernization and industrial expansion, including the massive power demands of the AI boom and the corporate push into pure-play deployable power."

As a result of the merger, NOMAD becomes a wholly owned subsidiary of the Company and will continue under the leadership of its CEO John Travaglini and his team. NOMAD is continuing to experience rapid growth in 2026. NOMAD is engaged on more than 30 active utility, infrastructure and strategic customer projects across North America.

"The demand we are experiencing across utility, AI infrastructure and industrial markets confirms that deployable BESS has become an essential layer of the modern grid," Travaglini said. "Becoming a part of a publicly traded company through LIXTE provides us with the capital and public-market visibility to scale manufacturing, deepen our customer relationships, continue defining the category we created and scale our growth.

"As AI workloads and data center buildout accelerate power consumption at an unprecedented pace, grid infrastructure cannot absorb that demand through traditional fixed assets alone. Our ability to rapidly deploy megawatt-scale storage anywhere, essentially eliminating siting delays, construction permitting burdens, and the capital lock-up of traditional installations, gives us a competitive advantage and represents a sea-change in the broad energy industry," Travaglini added.

About Nomad Transportable Power Systems

Founded in 2020, NOMAD is widely recognized as an industry pioneer, having introduced a mobile, utility-grade truck-transportable battery energy storage system. The company's first-to-market products provide one megawatt of instantaneous power to an electrical grid or facility, bypassing months of construction typically required for traditional fixed installations. NOMAD's patented platforms, which are deployed on semi-trailers, serve emerging AI-driven applications, along with utilities, industrial operators, government agencies, and critical infrastructure providers through equipment sales, rentals and Energy-as-a-Service offerings.

About LIXTE

LIXTE Biotechnology Holdings, Inc., which plans to change its name to NOMAD Power Solutions, is a holding company that is executing a strategic transformation into an AI energy infrastructure equipment and services platform focused on supporting the rapidly growing power and infrastructure requirements of artificial intelligence, cloud computing, and hyperscale data center operators. The Company aims to capitalize on the accelerating demand for reliable, scalable, and efficient energy infrastructure solutions driven by the global expansion of AI. LIXTE historically focused on the development of innovative cancer therapies and medical technologies.

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, the receipt of stockholder approval, 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, including, but not limited to, anticipated growth from its recently acquired company, NOMAD Transportable Power Systems, and the ability to dispose of its legacy life sciences business, 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.

For more information about LIXTE, info@lixte.com, contact:

General Phone: (631) 830-7092; Investor Phone: (888) 289-5533

or

PondelWilkinson Inc. Investor Relations, pwinvestor@pondel.com
Roger Pondel: (310) 279-5965; Laurie Berman: (310) 279-5962