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): May 28, 2024

NeuBase Therapeutics, Inc.

(Exact Name of Registrant as Specified in Its Charter)

Delaware	001-35963	46-5622433
(State or Other Jurisdiction of Incorporation)	(Commission File Number)	(I.R.S. Employer Identification No.)

Address Not Applicable[1]	Address Not Applicable
(Address of Principal Executive Offices)	(Zip Code)

(412) 763-3350
(Registrant's Telephone Number, Including Area Code)

N/A
(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

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

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

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

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

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

Title of each class	**Trading Symbol(s)**	**Name of each exchange on which registered**
None[2]		

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. ¨

[1] NeuBase Therapeutics, Inc. (the "Company") terminated its lease agreement for its headquarters. Accordingly, the Company does not maintain a headquarters. For purposes of compliance with applicable requirements of the Securities Act of 1933, as amended, and Securities Exchange Act of 1934, as amended, any stockholder communication required to be sent to the Company's principal executive offices may be directed to the Company's agent for service of process at Corporation Service Company, 251 Little Falls Drive, Wilmington, New Castle County, Delaware 19808.

[2] On May 16, 2024, The Nasdaq Stock Market LLC ("Nasdaq") filed a Form 25 with the Securities and Exchange Commission ("SEC") to delist the shares of common stock, $0.0001 par value per share, of the Company, as a result of the events disclosed in the Company's Current Report on Form 8-K filed with the SEC on May 3, 2024.

Item 1.01. Entry Into a Material Definitive Agreement.

On May 29, 2024, NeuBase Therapeutics, Inc. (the "Company") entered into a Subscription and Investment Representation Agreement (the "Subscription Agreement") with a single accredited investor (the "Subscriber"), pursuant to which the Company agreed to issue and sell one share of the Company's Series A Preferred Stock, par value $0.0001 per share (the "Series A Preferred Stock"), to the Subscriber for $1.00 in cash. The sale was completed and settled on May 29, 2024. The Subscription Agreement contains customary representations and warranties and certain indemnification rights and obligations of the parties.

Additional information regarding the rights, preferences, privileges and restrictions applicable to the Series A Preferred Stock is set forth under Item 5.03 of this Current Report on Form 8-K and is incorporated herein by reference.

The foregoing summary of the Subscription Agreement does not purport to be complete and is subject to, and qualified in its entirety by, such document, the form of which is filed as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated herein by reference.

Item 3.02 Unregistered Sales of Equity Securities.

The disclosure required by this Item is included in Item 1.01 of this Current Report on Form 8-K and is incorporated herein by reference. Based upon the representations of the Subscriber in the Subscription Agreement, the offering and sale of the Series A Preferred Stock was exempt from registration under Section 4(a)(2) of the Securities Act of 1933, as amended**.**

Item 3.03 Material Modifications to Rights of Security Holders.

The disclosure required by this Item is included in Item 5.03 of this Current Report on Form 8-K and is incorporated herein by reference.

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

Amendment to Bylaws

On May 28, 2024, the Board of Directors of the Company (the "Board") approved an amendment of the Company's Amended and Restated Bylaws (as amended from time to time, the "Bylaws"), effective as of May 28, 2024, to (i) provide, among other procedures, that any meeting of the Company's stockholders, whether annual or special, may be adjourned from time to time either by the chairperson of the meeting or by the vote of the holders of a majority of the voting power of the shares present in person, by remote communication, if applicable, or represented by proxy duly authorized at the meeting and (ii) change the quorum for the transaction of business at stockholder meetings to one-third of the voting power of the outstanding shares of stock entitled to vote at the meeting; provided, however, that where a separate vote by a class or classes or series of capital stock is required by statute or by the Company's Amended and Restated Certificate of Incorporation, as amended, the presence, in person, by remote communication, if applicable, or by proxy duly authorized, of the holders of a majority of the voting power of the outstanding shares of stock entitled to vote shall constitute a quorum entitled to take action with respect to the vote on such matter. The changes to the adjournment procedures and quorum requirement for stockholder meetings were made to tie the adjournment and quorum procedures to the voting power of the Company's capital stock instead of the number of shares outstanding or present at a meeting of stockholders, as applicable.

The foregoing description of the amendment is qualified in its entirety by reference to the full text of the Amendment to Amended and Restated Bylaws of the Company, which is filed as Exhibit 3.1 to this Current Report on Form 8-K and is incorporated by reference herein.

Certificate of Designation for Series A Preferred Stock

On May 29, 2024, the Company filed a Certificate of Designation of Series A Preferred Stock (the "Certificate of Designation") with the Secretary of State of the State of Delaware designating, effective as of the time of filing, the rights, preferences, privileges and restrictions of one share of Series A Preferred Stock. The Certificate of Designation provides that each share of the Series A Preferred Stock will have a number of votes equal to the number of shares of the Company's common stock, par value $0.0001 per share (the "Common Stock"), outstanding on the record date for determining stockholders entitled to vote at any meeting of the stockholders of the Company ("Dissolution Meeting") at which the liquidation and dissolution of the Company is submitted to a vote (such number of votes, the "Votes"), and will vote together with the outstanding shares of Common Stock as a single class with respect to (i) any proposal to approve the liquidation and dissolution of the Company and any related plan of liquidation and dissolution ("Dissolution Proposal"), (ii) any proposal to adjourn any meeting of stockholders called for the purpose of voting on a Dissolution Proposal, or (iii) any other matter the Board determines (in its sole discretion) is related to a Dissolution Proposal. The holder of the Series A Preferred Stock shall cast all Votes for any such proposal if the number of shares of Common Stock present, in person or by proxy, at such Dissolution Meeting, that voted "for" such proposal is greater than the aggregate number of shares of Common Stock present, in person or by proxy, at such Dissolution Meeting, that voted "against" or "abstain" on such proposal. The Series A Preferred Stock otherwise has no voting rights except as otherwise required by the General Corporation Law of the State of Delaware.

The Series A Preferred Stock is not convertible into shares of Common Stock or any other class or series of stock of the Company. In the event of any liquidation, dissolution or winding-up of the Company, whether voluntary or involuntary, the holders of Series A Preferred Stock shall be entitled to receive, in priority to any distributions to the holders of Common Stock, out of the assets, whether capital or surplus, of the Company an amount equal to $0.01 in the aggregate. The holder of the Series A Preferred Stock will not be entitled to receive dividends of any kind with respect to the share of Series A Preferred Stock.

Unless prohibited by Delaware law by virtue of a lack of sufficient surplus, legally available funds or otherwise and subject to the fiduciary duties of the Board, the outstanding share of Series A Preferred Stock will be automatically redeemed following a Dissolution Meeting for the aggregate amount of $0.01 in cash.

The foregoing summary of the Certificate of Designation does not purport to be complete and is subject to, and qualified in its entirety by, such document, which is filed as Exhibit 3.2 to this Current Report on Form 8-K and is incorporated herein by reference.

Item 8.01. Other Events.

Rescheduled Special Meeting to Approve Dissolution Proposal

On May 31, 2024, the Company announced that it has rescheduled its special meeting of stockholders of the Company to, among other things, consider and vote on the Dissolution Proposal (the "Special Meeting").

The Company will now hold the Special Meeting on June 26, 2024. The Company has declared a new record date of the close of business on May 31, 2024 (the "Record Date") for the Special Meeting. Only stockholders of record holding shares of Common Stock or Series A Preferred Stock as of the close of business on the Record Date are entitled to notice of, and to vote at, the Special Meeting or any adjournments or postponements thereof. The Company will mail a notice of meeting, original proxy statement and proxy statement supplement to stockholders of record and stockholders who hold shares in street name through a bank, broker or other institution, in each case as of the Record Date.

Forward-Looking Statements

Except for the factual statements made herein, information contained in this Current Report on Form 8-K consists of forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995 that involve risks, uncertainties and assumptions that are difficult to predict. Words and expressions reflecting optimism, satisfaction or disappointment with current prospects or future events, as well as words such as "believes," "intends," "expects," "plans" and similar expressions, or the use of future tense, identify forward-looking statements, but their absence does not mean that a statement is not forward-looking. Such forward-looking statements are not guarantees of performance and actual actions or events could differ materially from those contained in such statements. For example, there can be no assurance that the Company will receive sufficient votes to approve the Dissolution Proposal. Reference is also made to other factors detailed from time to time in the Company's periodic reports filed with the SEC, including the Company's most recent Annual Report on Form 10-K and any subsequent Quarterly Reports on Form 10-Q. The forward-looking statements contained in this Current Report on Form 8-K speak only as of the date of this Current Report on Form 8-K and the Company assumes no obligation to publicly update any forward-looking statements to reflect changes in information, events or circumstances after the date of this Current Report on Form 8-K, unless required by law.

Additional Information and Where to Find It

In connection with the Special Meeting, the Company filed a definitive proxy statement with the Securities and Exchange Commission ("SEC") on April 9, 2024 and in connection with the rescheduled meeting the Company will file with the SEC a supplement to the definitive proxy statement, which will be mailed to the Company's stockholders as of the Record Date for the Special Meeting. STOCKHOLDERS AND OTHER INTERESTED PERSONS ARE ADVISED TO READ THE PROXY STATEMENT, AS WELL AS ANY AMENDMENTS OR SUPPLEMENTS THERETO, BECAUSE SUCH DOCUMENTS WILL CONTAIN IMPORTANT INFORMATION ABOUT THE MATTERS BEFORE THE STOCKHOLDERS AT THE SPECIAL MEETING. The Company's stockholders may also obtain copies of the proxy statement and all other relevant documents filed or that will be filed with the SEC in connection with the Special Meeting, without charge, once available, at the SEC website at http://www.sec.gov or by directing a request the Secretary of NeuBase Therapeutics, Inc., c/o Corporation Service Company, 251 Little Falls Drive, Wilmington, New Castle County, Delaware 19808.

Participants in the Solicitation

The Company and certain of its respective directors, executive officers and other members of management and employees may be deemed participants in the solicitation of proxies of the Company's stockholders in connection with the Special Meeting. Stockholders and other interested persons may obtain, without charge, more detailed information regarding the directors and officers of the Company in its Annual Report on Form 10-K for the fiscal year ended September 30, 2022, which was filed with the SEC on December 21, 2022. Information regarding the persons who may, under SEC rules, be deemed participants in the solicitation of proxies to stockholders in connection with the Special Meeting and other matters to be voted at the Special Meeting are set forth in the definitive proxy statement for the Special Meeting.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit Number	Description
3.1	Amendment to Amended and Restated Bylaws of NeuBase Therapeutics, Inc.
3.2	Certificate of Designation of Series A Preferred Stock of NeuBase Therapeutics, Inc.
10.1	Form of Subscription and Investment Representation Agreement, dated May 29, 2024.
104	Cover Page Interactive Data File, formatting Inline Extensible Business Reporting Language (iXBRL).

SIGNATURE

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.

NEUBASE THERAPEUTICS, INC.
(Registrant)

Date: May 31, 2024

By: */s/ Todd P. Branning*
Todd P. Branning
Interim Chief Executive Officer and Chief Financial Officer
(Principal Executive, Financial and Accounting Officer)

Exhibit 3.1

CERTIFICATE OF AMENDMENT TO AMENDED AND RESTATED BYLAWS
OF NEUBASE THERAPEUTICS, INC.

The undersigned hereby certifies that he is the duly elected, qualified and acting Interim Chief Executive Officer of NeuBase Therapeutics, Inc., a Delaware corporation (the "**Corporation**"), and that the Amended and Restated Bylaws of the Corporation (as amended from time to time, the "**Bylaws**") were amended by unanimous written consent of the Board of Directors of the Corporation, effective as of May 29, 2024, to amend and restate Section 8 and Section 10 of the Bylaws in their entirety as follows:

"**Section 8. Quorum**. At all meetings of stockholders, except where otherwise provided by statute or by the corporation's Certificate of Incorporation (the "**Certificate of Incorporation**"), or by these Bylaws, the presence, in person, by remote communication, if applicable, or by proxy duly authorized, of the holders of one-third of the voting power of the outstanding shares of stock entitled to vote shall constitute a quorum for the transaction of business; provided, however, that where a separate vote by a class or classes or series of capital stock is required by statute or by the Certificate of Incorporation, the presence, in person, by remote communication, if applicable, or by proxy duly authorized, of the holders of a majority of the voting power of the outstanding shares of stock entitled to vote shall constitute a quorum entitled to take action with respect to the vote on such matter.

In the absence of a quorum, any meeting of stockholders may be adjourned, from time to time, either by the chairperson of the meeting or by vote of the holders of a majority of the voting power of the outstanding shares represented thereat, but no other business shall be transacted at such meeting. The stockholders present at a duly called or convened meeting, at which a quorum is present, may continue to transact business until adjournment, notwithstanding the withdrawal of enough stockholders to leave less than a quorum."

"Section 10. Adjournment and Notice of Adjourned Meetings. Any meeting of stockholders, whether annual or special, may be adjourned from time to time either by the chairperson of the meeting or by the vote of the holders of a majority of the voting power of the shares present in person, by remote communication, if applicable, or represented by proxy duly authorized at the meeting. When a meeting is adjourned to another time or place, if any, notice need not be given of the adjourned meeting if the time and place, if any, thereof are announced at the meeting at which the adjournment is taken. At the adjourned meeting, the corporation may transact any business that 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."

The foregoing amendments to the Bylaws have not been modified, amended, rescinded or revoked and remain in full force and effect on the date hereof.

[*signature page follows*]

IN WITNESS WHEREOF, the Corporation has caused the foregoing amendment to the Bylaws to be signed by its Interim Chief Executive Officer this 29th day of May, 2024.

/s/ Todd Branning
Name: Todd Branning
Title: Interim Chief Executive Officer

Exhibit 3.2

CERTIFICATE OF DESIGNATION OF
SERIES A PREFERRED STOCK OF
NEUBASE THERAPEUTICS, INC.

NeuBase Therapeutics, Inc., a Delaware corporation (the "Corporation"), does hereby certify that, pursuant to the authority conferred upon the Board of Directors of the Corporation (the "Board of Directors") by the Amended and Restated Certificate of Incorporation of the Corporation (as amended and/or restated from time to time, the "Certificate"), and pursuant to Section 151 of the General Corporation Law of the State of Delaware (the "DGCL"), the Board of Directors adopted the following resolution, which resolution remains in full force and effect on the date hereof:

RESOLVED, that pursuant to the authority expressly granted to and vested in the Board of Directors by the provisions of the Certificate and the Amended and Restated Bylaws of the Corporation (the "Bylaws"), and in accordance with Section 151 of the DGCL, there is hereby created, out of the 10,000,000 shares of Preferred Stock, par value $0.0001 per share, of the Corporation remaining authorized, unissued and undesignated, one (1) share of Series A Preferred Stock, par value $0.0001 per share, which share shall be uncertificated and have the following powers, designations, preferences and relative, participating, optional or other rights, and qualifications, limitations or restrictions thereof:

(1) ***Voting***. Except as provided in this Section (1) or as required by law, the Series A Preferred Stock shall not entitle the holder thereof, as such, to vote on any matter. At any meeting of stockholders of the Corporation at which the liquidation and dissolution of the Corporation is submitted to a vote (a "Dissolution Meeting") of the holders of common stock, par value $0.0001, of the Corporation (the "Common Stock"), (i) the Series A Preferred Stock shall entitle the holder thereof, as such, to vote together with the holders of Common Stock (and any other class or series of capital stock of the Corporation entitled to vote thereon together with the Common Stock), as a single class, on any proposal to approve (x) the liquidation and dissolution of the Corporation and any related plan of liquidation and dissolution ("Dissolution Proposal"), (y) an adjournment of any meeting at which a Dissolution Proposal is presented to stockholders, or (z) any other matter the Board of Directors determines (in its sole discretion) is related to a Dissolution Proposal (each of the proposals described in the foregoing clauses (x) through (z), a "Voting Proposal") submitted to a vote of the holders of Common Stock, and (ii) the voting power of the Series A Preferred Stock with respect to any Voting Proposal submitted to a vote of the holders of Common Stock thereat shall be determined in accordance with clauses (a), (b) and (c) of this Section (1).

(a) To the extent the holder of the Series A Preferred Stock votes in accordance with the following formula, on each Voting Proposal submitted to a vote of the holders of Common Stock at a Dissolution Meeting, the Series A Preferred Stock shall entitle the holder thereof, as such, to cast a number of votes equal to the number of shares of Common Stock outstanding on the record date for determining the stockholders entitled to vote at such Dissolution Meeting (such number of votes, the "Votes"):

> The holder of the Series A Preferred Stock shall cast all of the Votes "for" any Voting Proposal if the number of shares of Common Stock present, in person or by proxy, at such Dissolution Meeting, that voted "for" such Voting Proposal is greater than the aggregate number of shares of Common Stock present, in person or by proxy, entitled to vote thereon at such Dissolution Meeting, that voted "against" or "abstain" on such Voting Proposal.

(b) In the event the holder of the Series A Preferred Stock purports to cast, in person or by proxy, the Votes on any matter at such Dissolution Meeting in a manner other than as provided in clause (a) of this Section (1), then such clause shall not apply with respect to such matter, and the Series A Preferred Stock shall not entitle the holder thereof, as such, to vote on such matter; *provided*, *however*, that, notwithstanding this clause (b), for purposes of determining the existence of a quorum at a Dissolution Meeting, the Series A Preferred Stock shall be deemed to entitle the holder thereof, as such, to have the voting power that is equal to the Votes.

(c) Notwithstanding the foregoing clauses (a) and (b) of this Section 1, following the receipt of stockholder approval of the dissolution of the Corporation at a Dissolution Meeting, the Series A Preferred Stock shall not entitle the holder thereof, as such, to vote on any matter, except as required by law.

(2) ***Ranking***. The Series A Preferred Stock shall, with respect to rights upon a liquidation, dissolution or winding up of the Corporation, rank (i) senior to the Common Stock and any other class or series of capital stock established by the Corporation in the future, the terms of which specifically provide that such series ranks junior to the Series A Preferred Stock as to the distribution of assets upon the Corporation's liquidation, dissolution or winding up, (ii) on parity with any class or series of capital stock that the Corporation may establish in the future the terms of which specifically provide that such class or series ranks on parity with the Series A Preferred Stock with respect to the distribution of assets upon the Corporation's liquidation, dissolution or winding up, and (iii) junior to any class or series of capital stock established by the Corporation in the future, the terms of which specifically provide that such class or series ranks senior to the Series A Preferred Stock as to the distribution of assets upon the Corporation's liquidation, dissolution or winding up.

(3) ***Dividends and Liquidating Distributions***. No dividends shall be paid on the Series A Preferred Stock. Subject to the prior rights of any other class or series of capital stock of the corporation, upon a liquidation, dissolution or winding up of the Corporation, the Series A Preferred Stock shall entitle the holder thereof, as such, to $0.01 (payable out of funds legally available therefor) before any distribution or payment shall be made to the holders of Common Stock. Solely for purposes of this paragraph, neither the sale of all or substantially all of the assets or capital stock of the Corporation, nor the merger or consolidation of the Corporation with any other entity, shall be deemed to be a dissolution, liquidation or winding up of the Corporation, and the holder of the Series A Preferred Stock shall not be entitled to receive any consideration for such Series A Preferred Stock in respect thereof.

(4) ***Redemption***. Immediately following the Dissolution Meeting, the Series A Preferred Stock shall be automatically redeemed for an aggregate amount of $0.01, payable in cash and only out of funds legally available therefor.

(5) ***Transfer Restriction***. The Series A Preferred Stock shall be uncertificated. The holder of the Series A Preferred Stock shall not transfer such share (by sale, assignment, encumbrance, hypothecation, pledge, conveyance in trust, gift, bequest, devise or descent, by operation of law or by any other transfer or disposition of any kind, including to any receivers, creditors, trustees in bankruptcy or other insolvency proceeding) to any other person or entity without the prior written consent of the Board of Directors acting in its sole discretion; *provided* that the foregoing shall not prohibit the grant or delivery of a proxy to any person designated by the Corporation in connection with any vote at a Dissolution Meeting. A purported transfer in violation of this paragraph shall be null and void *ab initio*. The notice required by Section 151(f) of the General Corporation Law of the State of Delaware shall contain a conspicuous legend of the restriction contemplated by this paragraph.

(6) ***Amendments***. In addition to any vote required by law or provided by the Certificate, any amendment to the provisions of this Certificate of Designation shall require the approval of the holder of the Series A Preferred Stock, voting as a separate class.

* * * * *

In witness whereof, the undersigned Corporation has caused this Certificate to be signed by a duly authorized officer on the date set forth below.

NEUBASE THERAPEUTICS, INC.

By: /s/ Todd Branning
Name: Todd Branning
Title: Interim Chief Executive Officer

Dated: May 29, 2024

Exhibit 10.1

SUBSCRIPTION AND INVESTMENT REPRESENTATION AGREEMENT

THIS SUBSCRIPTION AND INVESTMENT REPRESENTATION AGREEMENT, dated as of May 29, 2024 (this "Agreement"), is by and between NeuBase Therapeutics, Inc., a Delaware corporation (the "Company"), and the undersigned subscriber (the "Subscriber"). In consideration of the mutual promises contained herein, and other good, valuable and adequate consideration, the parties hereto agree as follows:

1. Agreement of Sale; Closing. The Company agrees to sell to the Subscriber, and the Subscriber agrees to purchase from the Company, one (1) share of the Company's Series A Preferred Stock, par value $0.0001 per share (the "Securities"), which Securities shall have the rights, preferences, privileges and restrictions set forth in the Certificate of Designation attached hereto as Exhibit A (the "Certificate of Designation"). The Subscriber hereby acknowledges and agrees to the entire terms of the Certificate of Designation, including, without limitation, the voting rights in Section 1 thereof, the redemption of the Securities pursuant to Section 4 thereof, and the restrictions on transfer of the Securities in Section 5 thereof. The purchase price will be paid by the Subscriber to the Company in cash at the price of $1.00 in the aggregate.

2. Representations and Warranties of the Subscriber. In consideration of the Company's offer to sell the Securities, and in addition to the purchase price to be paid, the Subscriber hereby covenants, represents and warrants to the Company as follows:

   a. Information About the Company.

      i. The Subscriber is aware that the Company has limited cash and cash equivalents and there is substantial doubt about its ability to continue as a going concern.

      ii. The Subscriber has had an opportunity to ask questions of, and receive answers from, the Company concerning the business, management, and financial and compliance affairs of the Company and the terms and conditions of the purchase of the Securities contemplated hereby. The Subscriber has had an opportunity to obtain, and has received, any additional information deemed necessary by the Subscriber to verify such information in order to form a decision concerning an investment in the Company.

b. Restrictions on Transfer. The Subscriber covenants, represents and warrants that the Securities are being purchased for the Subscriber's own personal account and for the Subscriber's individual investment and without the intention of reselling or redistributing the same, that the Subscriber has made no agreement with others regarding any of such Securities, and that the Subscriber's financial condition is such that it is not likely that it will be necessary to dispose of any of the Securities in the foreseeable future. Moreover, the Subscriber acknowledges that any of the aforementioned actions may require the prior written consent of the Company's Board of Directors (the "Board") pursuant to the Certificate of Designation. The Subscriber is aware that, in the view of the Securities and Exchange Commission, a purchase of the Securities with an intent to resell by reason of any foreseeable specific contingency or anticipated change in market values, or any change in the condition of the Company, or in connection with a contemplated liquidation or settlement of any loan obtained by the Subscriber for the acquisition of the Securities and for which the Securities were pledged as security, would represent an intent inconsistent with the covenants, warranties and representations set forth above. The Subscriber understands that the Securities have not been registered under the Securities Act of 1933, as amended (the "Securities Act"), or any state or foreign securities laws in reliance on exemptions from registration under these laws, and that, accordingly, the Securities may not be resold by the undersigned (i) unless they are registered under both the Securities Act and applicable state or foreign securities laws or are sold in transactions which are exempt from such registration, and (ii) except in compliance with Section 5 of the Certificate of Designation, which may require the prior written consent of the Board. The Subscriber therefore agrees not to sell, assign, transfer or otherwise dispose of the Securities (i) unless a registration statement relating thereto has been duly filed and become effective under the Securities Act and applicable state or foreign securities laws, or unless in the opinion of counsel satisfactory to the Company no such registration is required under the circumstances, and (ii) except in compliance with Section 5 of the Certificate of Designation. There is not currently, and it is unlikely that in the future there will exist, a public market for the Securities; and accordingly, for the above and other reasons, the Subscriber may not be able to liquidate an investment in the Securities for an indefinite period.

c. High Degree of Economic Risk. The Subscriber realizes that an investment in the Securities involves a high degree of economic risk to the Subscriber, including the risks of receiving no return on the investment and/or of losing the Subscriber's entire investment in the Company. The Subscriber is able to bear the economic risk of investment in the Securities, including the total loss of such investment. The Company can make no assurance regarding its future financial performance or as to the future profitability of the Company.

d. Suitability. The Subscriber has such knowledge and experience in financial, legal and business matters that the Subscriber is capable of evaluating the merits and risks of an investment in the Securities. The Subscriber has obtained, to the extent deemed necessary, the Subscriber's own personal professional advice with respect to the risks inherent in, and the suitability of, an investment in the Securities in light of Subscriber's financial condition and investment needs. The Subscriber believes that the investment in the Securities is suitable for the Subscriber based upon the Subscriber's investment objectives and financial needs, and the Subscriber has adequate means for providing for the Subscriber's current financial needs and personal contingencies and has no need for liquidity of investment with respect to the Securities. The Subscriber understands that no federal or state agency has made any finding or determination as to the fairness for investment, nor any recommendation or endorsement, of the Securities.

e. Tax Liability. The Subscriber has reviewed with the Subscriber's own tax advisors the federal, state, local and foreign tax consequences of this investment and the transactions contemplated by this Agreement, and has and will rely solely on such advisors and not on any statements or representations of the Company or any of its agents, representatives, employees or affiliates or subsidiaries. The Subscriber understands that the Subscriber (and not the Company) shall be responsible for the Subscriber's own tax liability that may arise as a result of this investment or the transactions contemplated by this Agreement. Under penalties of perjury, the Subscriber certifies that the Subscriber is not subject to back-up withholding either because the Subscriber has not been notified that the Subscriber is subject to back-up withholding as a result of a failure to report all interest and dividends, or because the Internal Revenue Service has notified the Subscriber that the Subscriber is no longer subject to back-up withholding.

f. Limitation Regarding Representations. Except as set forth in this Agreement, no covenants, representations or warranties have been made to the Subscriber by the Company or any agent, representative, employee, director or affiliate or subsidiary of the Company and in entering into this transaction, the Subscriber is not relying on any information, other than that contained herein and the results of independent investigation by the Subscriber without any influence by the Company or those acting on the Company's behalf. The Subscriber agrees it is not relying on any oral or written information not expressly included in this Agreement, including but not limited to the information that has been provided by the Company, its directors, its officers or any affiliate or subsidiary of any of the foregoing.

g. Authority. The Subscriber has full and unrestricted power, capacity and authority to enter into, execute and deliver this Agreement, to perform all of the obligations to be performed by the Subscriber hereunder and to consummate the transactions contemplated hereby. This Agreement has been duly executed and delivered by the Subscriber and (assuming due authorization, execution and delivery by the Company) this Agreement constitutes the valid and binding obligation of the Subscriber, enforceable against the Subscriber in accordance with its respective terms.

3. Legend. The Subscriber consents to the notation of the Securities with the following legend reciting restrictions on the transferability of the Securities:

THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT AND HAVE NOT BEEN REGISTERED UNDER ANY STATE SECURITIES LAWS. THESE SECURITIES MAY NOT BE SOLD, OFFERED FOR SALE OR TRANSFERRED, WITHOUT FIRST OBTAINING (I) AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY THAT SUCH SALE OR TRANSFER LAWFULLY IS EXEMPT FROM REGISTRATION UNDER THE SECURITIES ACT AND UNDER THE APPLICABLE STATE SECURITIES LAWS OR (II) SUCH REGISTRATION. MOREOVER, THESE SECURITIES MAY BE TRANSFERRED ONLY IN ACCORDANCE WITH THE TERMS OF THE COMPANY'S CERTIFICATE OF DESIGNATION OF SERIES A PREFERRED STOCK, A COPY OF WHICH IS ON FILE WITH THE SECRETARY OF THE COMPANY.

PARAGRAPH 4 IS REQUIRED IN CONNECTION WITH THE EXEMPTIONS FROM THE SECURITIES ACT AND STATE LAWS BEING RELIED ON BY THE COMPANY WITH RESPECT TO THE OFFER AND SALE OF THE SECURITIES HEREUNDER. ALL OF SUCH INFORMATION WILL BE KEPT CONFIDENTIAL AND WILL BE REVIEWED ONLY BY THE COMPANY AND ITS COUNSEL. THE UNDERSIGNED AGREES TO FURNISH ANY ADDITIONAL INFORMATION THAT THE COMPANY AND ITS COUNSEL DEEM NECESSARY TO VERIFY THE RESPONSES SET FORTH BELOW.

4. Accredited Status. The Subscriber covenants, represents and warrants that it qualifies as an "accredited investor" as that term is defined in Regulation D under the Securities Act. The information provided under this section of the Agreement is required in connection with the exemptions from the Securities Act and state securities laws being relied on by the Company with respect to the offer and sale of the Securities. The undersigned agrees to furnish any additional information which the Company or its legal counsel deem necessary in order to verify the responses set forth above.

5. Holding Status. The Subscriber desires that the Securities be held as set forth on the signature page hereto.

6. Confidentiality. The Subscriber will make no written or other public disclosures regarding the Company and its business, the terms or existence of the proposed or actual sale of Securities or regarding the parties to the proposed or actual sale of Securities to any individual or organization without the prior written consent of the Company, except as may be required by law.

7. Notice. Correspondence regarding the Securities should be directed to the Subscriber at the address provided by Subscriber to the Company in writing.

8. No Assignment or Revocation; Binding Effect. Neither this Agreement, nor any interest herein, shall be assignable or otherwise transferable, restricted or limited by Subscriber without the prior written consent of the Company. The Subscriber hereby acknowledges and agrees that the Subscriber is not entitled to cancel, terminate, modify or revoke this Agreement in any way and that the Agreement shall survive the death, incapacity or bankruptcy of Subscriber. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, legal representatives, successors and assigns.

9. Indemnification. The Company agrees to indemnify and hold harmless the Subscriber and each current and future officer, director, employee, agent, representative and shareholder, if any, of the Subscriber from and against any and all costs, expenses, loss, damage, judgments or liability associated with this Agreement and the issuance and voting of the Securities.

10. Modifications. This Agreement may not be changed, modified, released, discharged, abandoned or otherwise amended, in whole or in part, except by an instrument in writing, signed by the Subscriber and the Company. No delay or failure of the Company in exercising any right under this Agreement will be deemed to constitute a waiver of such right or of any other rights.

11. Entire Agreement. This Agreement and the exhibits hereto are the entire agreement between the parties with respect to the subject matter hereto and thereto. This Agreement, including the exhibits, supersede any previous oral or written communications, representations, understandings or agreements with the Company or with any officers, directors, agents or representatives of the Company.

12. Severability. In the event that any paragraph or provision of this Agreement shall be held to be illegal or unenforceable in any jurisdiction, such paragraph or provision shall, as to that jurisdiction, be adjusted and reformed, if possible, in order to achieve the intent of the parties hereunder, and if such paragraph or provision cannot be adjusted and reformed, such paragraph or provision shall, for the purposes of that jurisdiction, be voided and severed from this Agreement, and the entire Agreement shall not fail on account thereof but shall otherwise remain in full force and effect.

13. Governing Law. This Agreement shall be governed by, subject to, and construed in accordance with the laws of the State of Delaware without regard to conflict of law principles.

14. Survival of Covenants, Representations and Warranties. The Subscriber understands the meaning and legal consequences of the agreements, covenants, representations and warranties contained herein, and agrees that such agreements, covenants, representations and warranties shall survive and remain in full force and effect after the execution hereof and payment by the Subscriber for the Securities.

[*Remainder of page left blank intentionally - signature page follows*]

For good, valuable and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, the Subscriber hereby agrees that ***by signing this Subscription and Investment Representation Agreement, and upon acceptance hereof by the Company,*** that the terms, provisions, obligations and agreements of this Agreement shall be binding upon the Subscriber, and such terms, provisions, obligations and agreements shall inure to the benefit of and be binding upon the Subscriber and its successors and assigns.

SUBSCRIBER:

_____

Name:

The Company hereby accepts the subscription evidenced by this Subscription and Investment Representation Agreement:

NEUBASE THERAPEUTICS, INC.

By: /s/ Todd Branning
Name: Todd Branning
Title: Interim Chief Executive Officer

EXHIBIT A

Certificate of Designation