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

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 OR 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): July 12, 2019

NeuBase Therapeutics, Inc.

(Exact name of registrant as specified in its charter)

Delaware	333-230168	46-5622433
(State or other jurisdiction of incorporation)	(Commission File Number)	(I.R.S. Employer Identification No.)
700 Technology Drive, Pittsburgh, Pennsylvania		15219
(Address of principal executive offices)		(Zip Code)

Registrant's telephone number, including area code (646) 450-1790

Ohr Pharmaceutical, Inc.
800 Third Avenue, 11th Floor
New York, New York 10022

(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 240.13a-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	OHRP	Nasdaq Capital Market

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

Emerging growth company ☐

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

Item 1.01 Entry into a Material Definitive Agreement.

Private Placement and Common Stock Purchase Agreement

On July 12, 2019, NeuBase Therapeutics, Inc. (the "***Company***" or "***NeuBase***") (formerly known as Ohr Pharmaceutical, Inc.) entered into a Common Stock Purchase Agreement (the "***Purchase Agreement***") with certain accredited investors (the "***Purchasers***") for the sale by the Company in a private placement (the "***Private Placement***") of an aggregate 1,538,462 shares of the Company's common stock, par value $0.0001 per share (the "***Shares***"), at a purchase price of $3.25 per Share. The closing of the Private Placement (the "Closing") is expected to occur on July 15, 2019, subject to the satisfaction of customary closing conditions.

The aggregate gross proceeds for the sale of the Shares will be $5.00 million. The Company intends to use the net proceeds from the Private Placement for general corporate and working capital purposes.

The Private Placement is exempt from the registration requirements of the Securities Act of 1933, as amended (the "***Securities Act***") pursuant to the exemption for transactions by an issuer not involving any public offering under Section 4(a)(2) of the Securities Act and Rule 506 of Regulation D of the Securities Act and in reliance on similar exemptions under applicable state laws. Each of the Purchasers represented that it is an accredited investor within the meaning of Rule 501 of Regulation D, and is acquiring the securities for investment only and not with a view towards, or for resale in connection with, the public sale or distribution thereof. The Shares were offered without any general solicitation by the Company or its representatives.

The Shares sold and issued in the Private Placement will not be registered under the Securities Act or any state securities laws and may not be offered or sold in the United States absent registration with the Securities and Exchange Commission (the "***SEC***") or an applicable exemption from the registration requirements.

Registration Rights Agreement

In connection with the Private Placement, the Company agreed to enter into a registration rights agreement (the "***Registration Rights Agreement***") with the Purchasers, to be effective as of the Closing. Pursuant to the Registration Rights Agreement, the Company agreed to provide the Purchasers with certain "piggy-back" registration rights that may require the Company to effect certain registrations to register for resale such Shares, and agreed further to file a shelf registration statement (a "***Shelf Registration Statement***") with the SEC within 90 days following the Closing to register the Shares for resale. If the Company fails to meet the specified filing deadlines or keep the Shelf Registration Statement effective, subject to certain permitted exceptions, the Company will be required to pay liquidated damages to the Purchasers. The Company also agreed, among other things, to indemnify the selling holders under the registration statements from certain liabilities and to pay all fees and expenses incident to the Company's performance of or compliance with the Registration Rights Agreement.

Transaction Documents

The representations, warranties and covenants contained in the Purchase Agreement were made solely for the benefit of the parties to the Purchase Agreement. In addition, such representations, warranties and covenants (i) are intended as a way of allocating the risk between the parties to the Purchase Agreement and not as statements of fact, and (ii) may apply standards of materiality in a way that is different from what may be viewed as material by stockholders of, or other investors in, the Company. Accordingly, the Purchase Agreement is filed with this report only to provide investors with information regarding the terms of transaction, and not to provide investors with any other factual information regarding the Company. Stockholders should not rely on the representations, warranties and covenants or any descriptions thereof as characterizations of the actual state of facts or condition of the Company. Moreover, information concerning the subject matter of the representations and warranties may change after the date of the Purchase Agreement, which subsequent information may or may not be fully reflected in public disclosures.

The foregoing descriptions of the Purchase Agreement and Registration Rights Agreement do not purport to be complete and are qualified in their entirety by reference to the full text of the Purchase Agreement and Registration Rights Agreement, which are filed hereto as Exhibits 10.1 and 10.2, respectively, and are incorporated herein by reference.

Item 2.01 Completion of Acquisition or Disposition of Assets.

On July 12, 2019, the Company completed its business combination with the Delaware corporation that was previously known as "NeuBase Therapeutics, Inc." in accordance with the terms of the Agreement and Plan of Merger and Reorganization, dated as of January 2, 2019, by and among the Company, Ohr Acquisition Corp. (" ***Merger Sub***"), and NeuBase Therapeutics, Inc. ("***Private NeuBase***"), as amended by the First Amendment thereto made and entered into as of June 27, 2019 (as amended, the "***Merger Agreement***"), pursuant to which Merger Sub merged with and into Private NeuBase, with Private NeuBase surviving as a wholly owned subsidiary of the Company (the "***Merger***"). On July 12, 2019, immediately after completion of the Merger, the Company changed its name to "NeuBase Therapeutics, Inc." Following the completion of the Merger, the business conducted by the Company became primarily the business conducted by Private NeuBase, which is a biotechnology company focused on the development of next generation gene silencing therapies to address rare genetic diseases caused by mutant proteins.

Under the terms of the Merger Agreement, the Company issued shares of Common Stock to Private NeuBase's stockholders at an exchange rate of 1.019055643 shares of Common Stock for each share of Private NeuBase's common stock outstanding immediately prior to the Merger (the "***Exchange Ratio***"). The exchange rate was determined through arms'-length negotiations between the Company and Private NeuBase. The Company also assumed all of the stock options outstanding and unexercised under the NeuBase Therapeutics, Inc. 2018 Equity Incentive Plan with such stock options henceforth representing the right to purchase a number of shares of Common Stock equal to the Exchange Ratio *multiplied* by the number of shares of Private NeuBase's common stock previously represented by such options (and rounding the resulting number down to the nearest whole share) at an exercise price equal to the previous per share exercise price of such options *divided* by the Exchange Ratio (and rounding the resulting number up to the nearest whole cent).

Immediately after the Merger, there were approximately 15,524,219 shares of Common Stock outstanding. Immediately after the Merger, the former stockholders, optionholders, warrantholders and noteholders of Private NeuBase owned, or held rights to acquire, approximately 85% of the fully-diluted Common Stock of the combined company, with the Company's stockholders, optionholders and warrantholders immediately prior to the Merger owning, or holding rights to acquire, approximately 15% of the fully-diluted Common Stock of the combined company.

The shares of Common Stock issued to the former stockholders of Private NeuBase were registered with the SEC on a Registration Statement on Form S-4 (File No. 333-230168), as amended.

The Common Stock listed on The Nasdaq Capital Market, previously trading through the close of business on July 12, 2019 under the ticker symbol "OHRP," will commence trading on the Nasdaq Capital Market under the ticker symbol "NBSE" on July 15, 2019. The Common Stock has a new CUSIP number, 64132K102.

The foregoing description of the Merger Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Merger Agreement that was filed as Exhibit 2.1 to the Company's Current Report on Form 8-K filed with the SEC on January 3, 2019 and the full text of the First Amendment that was filed as Exhibit 2.1 to the Company's Current Report on Form 8-K filed with the SEC on July 3, 2019 and incorporated herein by reference.

Item 3.02 Unregistered Sales of Equity Securities.

The information contained in Item 1.01 of this Current Report on Form 8-K is incorporated by reference into this Item 3.02. The Shares were offered and sold in transactions exempt from registration under the Securities Act, in reliance on Section 4(a)(2) thereof and Rule 506 of Regulation D thereunder. Each of the Purchasers represented that it was an "accredited investor," as defined in Regulation D, and is acquiring the Shares for investment only and not with a view towards, or for resale in connection with, the public sale or distribution thereof. The Shares have not been registered under the Securities Act and such Shares may not be offered or sold in the United States absent registration or an exemption from registration under the Securities Act and any applicable state securities laws. Neither this Current Report on Form 8-K nor any of the exhibits attached hereto is an offer to sell or the solicitation of an offer to buy shares of common stock or any other securities of the Company.

Item 3.03 Material Modification to Rights of Security Holders

As previously disclosed, at a special meeting of the Company's stockholders held on July 10, 2019 (the "***Special Meeting***"), the Company's stockholders approved an amendment and restatement to the Company's Certificate of Incorporation to, among other things, change the corporate name of the Company from "Ohr Pharmaceutical, Inc." to "NeuBase Therapeutics, Inc."

On July 12, 2019, in connection with the Merger, the Company filed an Amended and Restated Certificate of Incorporation (the "***Certificate Amendment***") to, among other things, subsequently change the Company's name from "Ohr Pharmaceutical, Inc." to "NeuBase Therapeutics, Inc." effective as of 9:54 AM Eastern Time on July 12, 2019.

The foregoing description of the Certificate Amendment does not purport to be complete and is qualified in its entirety by reference to the complete text of the Certificate Amendment, which is filed herewith as Exhibit 3.1 and incorporated herein by reference.

Item 5.01 Changes in Control of Registrant

The information set forth in Item 2.01 of this Current Report on Form 8-K is incorporated by reference into this Item 5.01.

Pursuant to the Merger Agreement, each of the directors of the Company resigned as of the closing of the Merger. In connection with the Merger, the number of directors on the Board was set to five (5) directors. Pursuant to the terms of the Merger Agreement, all of the new directors of the Company were designated by Private NeuBase.

In accordance with the Merger Agreement, on July 12, 2019, immediately prior to the effective time of the Merger, June S. Almenoff, M.D., Ph.D., Thomas M. Riedhammer, Ph.D., Dr. Jason S. Slakter, the Hon. Michael Ferguson and Orin Hirschman resigned from the Board and any respective committees of the Board to which they belonged. Following such resignations and effective as of the effective time of the Merger the following individuals were appointed to the Board: Dr. Dov A. Goldstein, J.D., as a director whose term expires at the Company's 2020 annual meeting of stockholders, Dr. Diego Miralles, as a director whose term expires at the Company's 2021 annual meeting of stockholders, Eric I. Richman, as a director whose term expires at the Company's 2020 annual meeting of stockholders, Dr. Franklyn G. Prendergast, as a director whose term expires at the Company's 2019 annual meeting of stockholders, and Dr. Dietrich Stephan, as a director whose term expires at the Company's 2021 annual meeting of stockholders.

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

(b) In accordance with the Merger Agreement, on July 12, 2019, immediately prior to the effective time of the Merger, June S. Almenoff, M.D., Ph.D., Thomas M. Riedhammer, Ph.D., Dr. Jason S. Slakter, the Hon. Michael Ferguson and Orin Hirschman resigned from the Board and any respective committee of the Board to which they belonged, which resignations were not the result of any disagreements with the Company relating to the Company's operations, policies or practices.

Resignation of Dr. Jason Slakter as President and Chief Executive Officer

On July 12, 2019, in connection with the Merger, Dr. Jason Slakter resigned from his position with the Company as President and Chief Executive Officer. His resignation is not due to a dispute or disagreement with the Company.

Pursuant to his retention bonus agreement, upon the closing the Merger, Dr. Slakter is entitled to receive a retention bonus payment of $75,000 for his continued service to the Company since January 2, 2019.

The foregoing description of the terms of Dr. Slakter's retention bonus agreement does not purport to be complete and is qualified in its entirety by reference to the complete text of the Retention Bonus Agreement, by and between the Company and Dr. Slakter, dated January 2, 2019, which is incorporated herein by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed with the SEC on January 3, 2019.

Appointment of Officer

(c) On July 12, 2019, effective as of the effective time of the Merger, the Board appointed Dietrich Stephan, Ph.D., as the Company's President and Chief Executive Officer, and Sam Backenroth as the Company's Chief Financial Officer, Treasurer and Secretary, to serve at the discretion of the Board.

Dietrich Stephan, Ph.D., age 49, is currently the founder and Chief Executive Officer of Private NeuBase. Before founding Private NeuBase, Dr. Stephan was founder and Chief Executive Officer of LifeX Holdings, a healthcare startup incubator, and a tenured full professor of Human Genetics at the University of Pittsburgh. He served as Chair of the Department of Human Genetics at the University of Pittsburgh from 2013 to 2018, and earlier, as the founding Director of the Neurogenomics Division at the Translational Genomics Research Institute (TGen) and Deputy Director of Discovery Research at TGen. Dr. Stephan is Chairman of Peptilogics, a privately held peptide therapeutics company; a director of Sharp Edge Labs, a privately held small-molecule genetic disease therapeutics company; a director of FarmaceuticalRx, a privately held pharmaceutical company developing cannabinoid-based therapies; a director of Epistemix, a population-based disease modeling company; and partner in Cyto Ventures, an early stage investment fund. In the last five years, Dr. Stephan has held director roles at Whole Biome, a privately held company developing microbiome therapies; CereDx, a privately held home-base stroke detection diagnostics company; Elastogenesis, a privately held pharmaceutical company developing therapies for dermal extracellular matrix regeneration; Western Oncolytics, a privately held pharmaceutical company developing oncolytic viruses; iGenomX, a privately held company developing genome sequencing reagents; Ariel Precision Medicine, a privately held diagnostics company focused on pancreatic disease; and ParaBase, a privately held company focused on developing neonatal genetic diagnostic tests. Dr. Stephan received his B.S. in Biology from Carnegie Mellon University and his Ph.D. in Human Genetics from the University of Pittsburgh. He also completed a fellowship at the National Human Genome Research Institute.

Sam Backenroth, age 35, is currently the Chief Financial Officer and Vice President of Business Development of Ohr, and has been a Director of DepYmed, a joint venture of Ohr, since 2014. Mr. Backenroth has previously worked as an investment banker with The Benchmark Company LLC, an investment banking firm specializing in micro-cap biotech transactions. While at Benchmark, he helped fund numerous small biotech companies raise growth equity capital through a variety of structures. Mr. Backenroth also acted as an advisor to public and private biotech companies in assisting with business development activities, joint ventures, licensing, strategic partnerships, and mergers & acquisitions. He graduated with honors from Touro College with a Bachelor's degree in finance.

Appointment of Directors

(d) The information set forth in Item 5.01 of this Current Report on Form 8-K with respect to the appointment of directors to the Board in accordance with the Merger Agreement is incorporated by reference into this Item 5.02(d).

On July 12, 2019, Dr. Goldstein, Dr. Prendergast, and Mr. Richman were appointed to the audit committee of the Board. Dr. Goldstein was appointed as the chairman of the audit committee, and Mr. Richman is an "audit committee financial expert." On July 12, 2019, Dr. Goldstein, Dr. Miralles, and Dr. Prendergast were appointed to the compensation committee of the Board, and Dr. Prendergast was appointed as the chairman of the compensation committee. On July 12, 2019, Mr. Richman was appointed to the nominating and corporate governance committee of the Board, and Dr. Miralles was appointed as the chairman of the nominating and corporate governance committee.

Dietrich Stephan, Ph.D.'s biographical information is disclosed in the section immediately above under the heading "Item 2. Appointment of Officer."

Dov A. Goldstein, M.D., age 51, is currently a private investor. Dr. Goldstein previously was the Chief Financial Officer at Schrödinger, LLC from 2017 to 2018. Dr. Goldstein served as a Managing Partner at Aisling Capital, a private investment firm, from 2014 to October 2017, Partner from 2008 to 2014 and a principal at Aisling Capital from 2006 to 2008. Dr. Goldstein served as the Chief Financial Officer of Loxo Oncology, Inc. between July 2014 and January 2015, and was its acting Chief Financial Officer from January 2015 to May 2015. From 2000 to 2005, Dr. Goldstein served as Chief Financial Officer of Vicuron Pharmaceuticals, Inc., which was acquired by Pfizer, Inc. in September 2005. Prior to joining Vicuron, Dr. Goldstein was Director of Venture Analysis at HealthCare Ventures. Dr. Goldstein also completed an internship in the Department of Medicine at Columbia-Presbyterian Hospital. Dr. Goldstein serves as a director and as a member and Chairman, respectively, of the boards' compensation committees of Esperion Therapeutics, Inc. (Nasdaq: ESPR) and ADMA Biologics, Inc. (Nasdaq: ADMA). He also previously served as a director of Loxo Oncology, Inc. (Nasdaq: LOXO) and Cempra, Inc. (which was acquired by Melinta Therapeutics, Inc.) within the past five years. Dr. Goldstein received a B.S. from Stanford University, an M.B.A. from Columbia Business School and an M.D. from Yale School of Medicine.

Diego Miralles, M.D., age 56, is currently the Chief Executive Officer of Vividion Therapeutics, Inc., a biotechnology company with a platform to discover and develop small molecule therapeutics, and has served in that role since August 2017. Prior to briefly serving as President of Adaptive Therapeutics, Inc. during 2016 and 2017, Dr. Miralles had an extensive career at Johnson & Johnson, culminating in his position as the Global Head of Innovation, and was involved in the development and approval of PREZISTA® and INTELENCE®. He was the head of the Janssen Research and Early Development unit in La Jolla, CA. While at Johnson & Johnson, he founded and launched the JLABS incubator in 2012 for start-up life science entrepreneurs, and was instrumental in developing and launching Johnson & Johnson's Innovation center model in 2013. He was a member of the management committee at Janssen, one of the largest pharmaceutical companies in the world. He was also a member of the management board of Tibotec BVBA, a leading virology company and a Johnson & Johnson company. Prior to Johnson & Johnson, Dr. Miralles held R&D positions at Trimeris, Inc. and Triangle Pharmaceuticals, Inc., and he was an Assistant Professor at Duke University Medical Center, where he was a bench scientist and an Infectious Disease physician, with a focus on HIV. Dr. Miralles is currently an Adjunct Professor in the Department of Pharmacology at the University of California San Diego. He received his M.D. degree from the Universidad de Buenos Aires, Argentina, completed his internal medicine residency at the Mayo Clinic and was a fellow in Infectious Diseases at Cornell University-New York Hospital.

Franklyn G. Prendergast, M.D., Ph.D., age 74, retired from the Mayo Clinic in 2014 and is currently the Emeritus Edmond and Marion Guggenheim Professor of Biochemistry and Molecular Biology and Emeritus Professor of Molecular Pharmacology and Experimental Therapeutics at Mayo Medical School. At the Mayo Clinic, he served in several capacities, most significantly, as the Director for Research 1989 – 1992, inclusive, Member of the Mayo Clinic Board of Governors and Executive Committee 1991 – 2007, and Member of the Mayo Clinic Board of Trustees from 1991-2009, inclusive. From 1994 to 2006, he served as a director of Mayo Clinic Cancer Center. He also previously held several other teaching positions at the Mayo Medical School from 1975 through 2014. Dr. Prendergast has served for the National Institute of Health on numerous study section review groups; as a charter member of the Board of Advisors for the Division of Research Grants, now the Center for Scientific Review; the National Advisory General Medical Sciences Council; and the Board of Scientific Advisors of the National Cancer Institute. He held a Presidential Commission for service on the National Cancer Advisory Board. Dr. Prendergast also has served in numerous other advisory roles for the National Institute of Health and the National Research Council of the National Academy of Sciences. He is a member of the board of directors of Cancer Genetics, Inc. (Nasdaq: CGIX) and a member of the board's audit, compensation and nominating committees. He is also a member of the board of directors of Medibio Limited (ASX:MEB) (OTCQB:MDBIF) and the Infectious Disease Research Institute (IDRI), and he previously served on the board of directors of Eli Lilly & Co. from 1995 to 2017 and was a member of the board's science and technology committee and public policy and compliance committee. Dr. Prendergast obtained his medical degree with honors from the University of West Indies and attended Oxford University as a Rhodes Scholar, earning an M.A. degree in physiology. He obtained his Ph.D. in Biochemistry at the University of Minnesota.

Eric I. Richman, age 58, is currently the interim Chief Executive Officer of LabConnect, Inc., a provider of global central laboratory services, a position he has held since November 2018. Mr. Richman was previously a Venture Partner at Brace Pharma Capital, a life science venture capital firm, from January 2016 to September 2018 and is involved with several private and public biotechnology companies. He also served as Chief Executive Officer of Tyrogenex Inc., a biopharmaceutical company, from 2016 to 2018. Mr. Richman served as the President and Chief Executive Officer of PharmAthene, Inc. ("PharmAthene"), subsequently acquired by Altimmune, Inc., between October 2010 and March 2015. He also served on PharmAthene's board of directors, when the company was listed on the NYSE, from 2010 to 2017. Prior to joining PharmAthene, Mr. Richman held various commercial and strategic positions of increasing responsibility over a 12-year period at MedImmune, Inc. from its inception and was Director, International Commercialization at that company. Mr. Richman served as a director of Lev Pharmaceuticals, Inc. (acquired by Viropharma) and as Chairman of its Commercialization Committee and served as a director of American Bank Incorporated (acquired by Congressional Bancshares). Mr. Richman currently serves as a director of Adma Biologics, Inc. (Nasdaq: ADMA) (as well as a member of such board's audit, compensation and governance and nominating committees), Variant Pharmaceuticals, Inc., NovelStem International Corp. (OTCMKTS: NSTM) and LabConnect, Inc. where he serves as the Chairman of the Board. Mr. Richman received a B.S. in Biomedical Science from the Sophie Davis School of Biomedical Education (CUNY Medical School) and a M.B.A. from the American Graduate School of International Management.

There are no family relationships among any of the Company's directors and executive officers.

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

The information set forth in Item 3.03 of this Current Report on Form 8-K is incorporated by reference into this Item 5.03.

Commencing on July 15, 2019, the Company expects the trading symbol for its Common Stock, which is currently listed on the Nasdaq Capital Market, to change from "OHRP" to "NBSE". The change in trading symbol is related solely to the change of the name of the Company.

Item 8.01 Other Events.

On July 11, 2019, Private NeuBase closed a private placement transaction with certain accredited investors (the "***Pre-Merger Financing Closing***"), whereby, among other things, Private NeuBase issued to certain investors shares of Private NeuBase common stock immediately prior to the Merger in a private placement transaction (the "***Pre-Merger Financing***"), pursuant to those certain Common Stock Purchase Agreements (the "***Pre-Merger Purchase Agreements***"), made and entered into as of July 11, 2019, by and among Private NeuBase and the buyers listed on the signature pages attached thereto (the "***Pre-Merger Investors***").

At the closing of the Pre-Merger Financing, Private NeuBase issued and sold to the Pre-Merger Investors an aggregate of 5,202,879 shares of Private NeuBase's common stock, which upon the consummation of the Merger were converted pursuant to the Exchange Ratio in the Merger into the right to receive 5,302,005 shares of Common Stock.

On July 12, 2019, the Company issued a press release announcing the completion of the Merger and the Pre-Merger Financing. A copy of the press release is filed herewith as Exhibit 99.1.

Item 9.01 Financial Statements and Exhibits

(a) Financial Statements of Business Acquired

The Company intends to file the financial statements of NeuBase required by Item 9.01(a) as part of an amendment to this Current Report on Form 8-K not later than 71 calendar days after the date this Current Report on Form 8-K is required to be filed.

(b) Pro Forma Financial Information

The Company intends to file the pro forma financial information required by Item 9.01(b) as part of an amendment to this Current Report on Form 8-K not later than 71 calendar days after the date this Current Report on Form 8-K is required to be filed.

(d) Exhibits

Exhibit Number	Exhibits
3.1	Amended and Restated Certificate of Incorporation, filed July 12, 2019
10.1	Common Stock Purchase Agreement, dated as of July 12, 2019, between the Company and the purchasers named in the signatures pages thereto
10.2	Registration Rights Agreement, dated as of July 12, 2019, between the Company and the purchasers named in the signature pages thereto
99.1	Press Release, dated July 12, 2019

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.

NeuBase Therapeutics, Inc.

Date: July 12, 2019

By: /s/ Dr. Dietrich Stephan

Name: Dr. Dietrich Stephan

Title: President and Chief Executive Officer

Exhibit 3.1

NEUBASE THERAPEUTICS, INC.

AMENDED AND RESTATED CERTIFICATE OF INCORPORATION

NeuBase Therapeutics, Inc., a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware ("***DGCL***"), hereby certifies as follows:

The name of the Corporation is NeuBase Therapeutics, Inc. The original Certificate of Incorporation of the corporation was filed with the Secretary of State of the State of Delaware on May 8, 2014 under the name Ohr Holdco, Inc. The Corporation changed its name to Ohr Pharmaceutical, Inc. on May 30, 2014.

The Amended and Restated Certificate of Incorporation in the form of Exhibit A attached hereto has been duly adopted in accordance with the provisions of Sections 211, 242 and 245 of the DGCL.

The text of the Amended and Restated Certificate of Incorporation as heretofore amended or supplemented is hereby restated and further amended to read in its entirety as set forth in Exhibit A attached hereto. The Amended and Restated Certificate of Incorporation shall be effective upon its filing with the Secretary of State of the State of Delaware.

IN WITNESS WHEREOF, this Amended and Restated Certificate of Incorporation has been signed this 12th day of July, 2019.

NEUBASE THERAPEUTICS, INC.

By: /s/ Dietrich Stephan, Ph.D.
Dietrich Stephan, Ph.D.
Chief Executive Officer

EXHIBIT A

AMENDED AND RESTATED

CERTIFICATE OF INCORPORATION OF

NEUBASE THERAPEUTICS, INC.

ARTICLE I
NAME

The name of the corporation (the "***Corporation***") is NeuBase Therapeutics, Inc.

ARTICLE II
REGISTERED OFFICE AND AGENT

The address of the Corporation's registered office in the State of Delaware is 1209 Orange Street, in the City of Wilmington, County of New Castle, 19801. The name of its registered agent at such address is The Corporation Trust Company.

ARTICLE III
PURPOSE AND DURATION

The purpose of the Corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of the State of Delaware (the "***DGCL***"). The Corporation is to have a perpetual existence.

ARTICLE IV
CAPITAL STOCK

Section 1. This Corporation is authorized to issue two classes of capital stock which shall be designated, respectively, "Common Stock" and "Preferred Stock." The total number of shares that the Corporation is authorized to issue is 260,000,000, of which 250,000,000 shares shall be Common Stock and 10,000,000 shares shall be Preferred Stock. The Common Stock shall have a par value of $0.0001 per share and the Preferred Stock shall have a par value of $0.0001 per share. Subject to the rights of the holders of any series of Preferred Stock, the number of authorized shares of any of the Common Stock or Preferred Stock may be increased or decreased (but not below the number of shares thereof then outstanding) by the affirmative vote of the holders of a majority in voting power of the stock of the Corporation with the power to vote thereon irrespective of the provisions of Section 242(b)(2) of the DGCL or any successor provision thereof, and no vote of the holders of any of the Common Stock or Preferred Stock voting separately as a class shall be required therefor.

Section 2. Shares of Preferred Stock may be issued from time to time in one or more series. The Board of Directors of the Corporation (the "***Board of Directors***") is hereby authorized to provide from time to time by resolution or resolutions for the creation and issuance, out of the authorized and unissued shares of Preferred Stock, of one or more series of Preferred Stock by filing a certificate (a "***Certificate of Designation***") pursuant to the DGCL, setting forth such resolution and, with respect to each such series, establishing the designation of such series and the number of shares to be included in such series and fixing the voting powers (full or limited, or no voting power), preferences and relative, participating, optional or other special rights, and the qualifications, limitations and restrictions thereof, of the shares of each such series. Without limiting the generality of the foregoing, the resolution or resolutions providing for the establishment of any series of Preferred Stock may, to the extent permitted by law, provide that such series shall be superior to, rank equally with or be junior to the Preferred Stock of any other series. The powers, preferences and relative, participating, optional and other special rights of each series of Preferred Stock, and the qualifications, limitations or restrictions thereof, if any, may be different from those of any and all other series at any time outstanding. Except as otherwise expressly provided in the resolution or resolutions providing for the establishment of any series of Preferred Stock, no vote of the holders of shares of Preferred Stock or Common Stock shall be a prerequisite to the issuance of any shares of any series of the Preferred Stock so authorized in accordance with this Amended and Restated Certificate of Incorporation. Unless otherwise provided in the Certificate of Designation establishing a series of Preferred Stock, the Board of Directors may, by resolution or resolutions, increase or decrease (but not below the number of shares of such series then outstanding) the number of shares of such series and, if the number of shares of such series shall be so decreased, the shares constituting such decrease shall resume the status that they had prior to the adoption of the resolution originally fixing the number of shares of such series.

ARTICLE V
BOARD OF DIRECTORS

For the management of the business and for the conduct of the affairs of the Corporation it is further provided that:

Section 1.

(a) The management of the business and the conduct of the affairs of the Corporation shall be vested in the Board of Directors. The number of directors which shall constitute the whole Board of Directors shall be fixed exclusively by one or more resolutions adopted from time to time by the Board of Directors. Except as otherwise expressly delegated by resolution of the Board of Directors, the Board of Directors shall have the exclusive power and authority to appoint and remove officers of the Corporation.

(b) Other than any directors elected by the separate vote of the holders of one or more series of Preferred Stock, the Board of Directors shall be and is divided into three classes, designated as Class I, Class II and Class III, as nearly equal in number as possible. Directors shall be assigned to each class in accordance with a resolution or resolutions adopted by the Board of Directors. At the first annual meeting of stockholders following the effectiveness of this Amended and Restated Certificate of Incorporation (the "***Qualifying Record Date***"), the term of office of the Class III directors shall expire and Class III directors shall be elected for a full term of three years. At the second annual meeting of stockholders following the Qualifying Record Date, the term of office of the Class I directors shall expire and Class I directors shall be elected for a full term of three years. At the third annual meeting of stockholders following the Qualifying Record Date, the term of office of the Class II directors shall expire and Class II directors shall be elected for a full term of three years. Subject to the special rights of the holders of one or more series of Preferred Stock to elect directors, at each succeeding annual meeting of stockholders, directors shall be

elected for a full term of three years to succeed the directors of the class whose terms expire at such annual meeting.

Notwithstanding the foregoing provisions of this Article V, Section 1(b), each director shall serve until his or her successor is duly elected and qualified or until his or her earlier death, resignation, disqualification, retirement or removal. No decrease in the number of directors constituting the Board of Directors shall shorten the term of any incumbent director.

(c) Subject to the special rights of the holders of one or more series of Preferred Stock to elect directors, the Board of Directors or any individual director may be removed from office at any time, but only for cause and only by the affirmative vote of the holders of 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***").

(d) Subject to the special rights of the holders of one or more series of Preferred Stock to elect directors, any vacancies on the Board of Directors resulting from death, resignation, disqualification, retirement, removal or other causes and any newly created directorships resulting from any increase in the number of directors shall, unless the Board of Directors determines by resolution that any such vacancies or newly created directorships shall be filled by the stockholders, and except as otherwise provided by law, be filled only by the affirmative vote of a majority of the directors then in office, even though less than a quorum, or by a sole remaining director, and shall not be filled by the stockholders. Any director appointed in accordance with the preceding sentence shall hold office for a term that shall coincide with the remaining term of the class to which the director shall have been appointed and until such director's successor shall have been elected and qualified or until his or her earlier death, resignation, disqualification, retirement or removal.

Section 2.

(a) In furtherance and not in limitation of the powers conferred by statute, the Board of Directors is expressly authorized to make, alter or repeal Bylaws of the Corporation. In addition to any vote of the holders of any class or series of stock of the Corporation required by applicable law or by this Amended and Restated Certificate of Incorporation (including any Certificate of Designation in respect of one or more series of Preferred Stock), the adoption, amendment or repeal of the Bylaws of the Corporation by the stockholders of the Corporation 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 the then-outstanding shares of the Voting Stock, voting together as a single class.

(b) The directors of the Corporation need not be elected by written ballot unless the Bylaws so provide.

ARTICLE VI
STOCKHOLDERS

Section 1. Subject to the special rights of the holders of one or more series of Preferred Stock, any action required or permitted to be taken by the stockholders of the Corporation must be effected at a duly called annual or special meeting of the stockholders of the Corporation, and the taking of any action by written consent of the stockholders in lieu of a meeting of the stockholders is specifically denied.

Section 2. Subject to the special rights of the holders of one or more series of Preferred Stock, special meetings of the stockholders of the Corporation may be called, for any purpose or purposes, at any time by the Board of Directors, chief executive officer or president (in the absence of a chief executive officer), but such special meetings may not be called by stockholders or any other person or persons.

Section 3. Advance notice of stockholder nominations for the election of directors and of other business proposed to be brought by stockholders before any meeting of the stockholders of the Corporation shall be given in the manner provided in the Bylaws of the Corporation.

ARTICLE VII
LIABILITY AND INDEMNIFICATION

Section 1. To the fullest extent permitted by the DGCL, as the same exists or as may hereafter be amended, a director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director. If the DGCL is amended after approval by the stockholders of this Article VII to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the DGCL as so amended, automatically and without further action, upon the date of such amendment.

Section 2. The Corporation, to the fullest extent permitted by law, shall indemnify and advance expenses to any person made or threatened to be made a party to an action, suit or proceeding, whether criminal, civil, administrative or investigative, by reason of the fact that he or she, or his or her testator or intestate, is or was a director or officer of the Corporation or any predecessor of the Corporation, or serves or served at any other enterprise as a director or officer at the request of the Corporation or any predecessor to the Corporation.

Section 3. The Corporation, to the fullest extent permitted by law, may indemnify and advance expenses to any person made or threatened to be made a party to an action, suit or proceeding, whether criminal, civil, administrative or investigative, by reason of the fact that he or she, or his or her testator or intestate, is or was an employee or agent of the Corporation or any predecessor of the Corporation, or serves or served at any other enterprise as an employee or agent at the request of the Corporation or any predecessor to the Corporation.

Section 4. Neither any amendment nor repeal of this Article VII, nor the adoption by amendment of this Amended and Restated Certificate of Incorporation of any provision inconsistent with this Article VII, shall eliminate or reduce the effect of this Article VII in respect of any matter occurring, or any action or proceeding accruing or arising (or that, but for this Article VII, would accrue or arise) prior to such amendment or repeal or adoption of an inconsistent provision.

ARTICLE VIII
EXCLUSIVE FORUM

Unless the Corporation consents in writing to the selection of an alternative forum, the Court of Chancery of the State of Delaware shall, to the fullest extent permitted by law, be the sole and exclusive forum for (a) any derivative action or proceeding brought on behalf of the Corporation, (b) any action asserting a claim of breach of fiduciary duty owed by any director, officer, employee, agent or stockholder of the Corporation to the Corporation or the Corporation's stockholders, creditors or other constituents, (c) any action asserting a claim arising pursuant to any provision of the General Corporation Law of the State of Delaware or this Amended and Restated Certificate of Incorporation or the Bylaws of the Corporation, or (d) any action asserting a claim 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 VIII will not apply to suits brought to enforce any liability or duty created by the Securities Act of 1933, as amended, the Securities and 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. To the fullest extent permitted by applicable law, 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 VIII. Notwithstanding any other provisions of law, this Amended and Restated Certificate of Incorporation or the Bylaws of the Corporation, and notwithstanding the fact that a lesser percentage may be specified by law, the affirmative vote of the holders of at least two-thirds in voting power of the outstanding shares of capital stock of the Corporation entitled to vote thereon shall be required to amend or repeal, or to adopt any provision inconsistent with, this Article VIII. If any provision or provisions of this Article VIII shall be held to be invalid, illegal or unenforceable as applied to any person or entity or circumstance for any reason whatsoever, then, to the fullest extent permitted by law, the validity, legality and enforceability of such provisions in any other circumstance and of the remaining provisions of this Article VIII (including, without limitation, each portion of any sentence of this Article VIII containing any such provision held to be invalid, illegal or unenforceable that is not itself held to be invalid, illegal or unenforceable) and the application of such provision to other persons or entities and circumstances shall not in any way be affected or impaired thereby.

ARTICLE IX
AMENDMENTS

Notwithstanding any other provisions of this Amended and Restated Certificate of Incorporation or any provision of law which might otherwise permit a lesser vote or no vote, but in addition to any affirmative vote of the holders of any particular class or series of the Voting Stock required by law or by this Amended and Restated Certificate of Incorporation (including any Certificate of Designation in respect of one or more series of Preferred Stock), 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, voting together as a single class, shall be required to alter, amend or repeal Articles V, VI, VII and VIII and this Article IX.

* * * *

Exhibit 10.1

COMMON STOCK PURCHASE AGREEMENT

COMMON STOCK PURCHASE AGREEMENT (this "**Agreement**"), dated as of July 12, 2019, by and among NeuBase Therapeutics, Inc., a Delaware corporation, with headquarters located at 700 Technology Drive, Pittsburgh, PA 15219 (" **NeuBase**"), and each of the investors listed on the Schedule of Buyers attached hereto (individually, a "**Buyer**" and collectively, the "**Buyers**").

A . **WHEREAS**, each Buyer wishes to purchase from NeuBase, and NeuBase wishes to sell, upon the terms and conditions stated in this Agreement, that aggregate number of shares of NeuBase's common stock, par value $0.0001 per share (the "**Common Stock**"), set forth opposite such Buyer's name in column (3) on the Schedule of Buyers attached hereto (collectively, the "**Common Shares**") for an aggregate purchase price as set forth on the Schedule of Buyers (provided that each Buyer and its Affiliates shall not be a "beneficial owner" of more than 9.99% of the Common Stock (as defined for purposes of Rule 13d-3 of the 1934 Act (as defined below)) immediately following the Closing), and NeuBase desires to sell the Common Shares to the Buyers, all on the terms and conditions set forth in this Agreement; and

B . **WHEREAS**, in reliance upon the representations made by each of the Buyers and NeuBase in this Agreement, the transactions contemplated by this Agreement are such that the offer and sale of securities by NeuBase under this Agreement will be exempt from registration under applicable United States securities laws as a result of the transaction being contemplated hereby being undertaken pursuant to Section 4(a)(2) of the Securities Act of 1933, as amended (the "**1933 Act**").

C. **NOW, THEREFORE**, in consideration of the terms and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, NeuBase and each Buyer hereby agree as follows:

1. PURCHASE AND SALE OF COMMON SHARES.

(a) Purchase of Common Shares. Subject to the satisfaction (or waiver) of the conditions set forth inSection 5 and Section 6 below, NeuBase shall issue and sell to each Buyer, and each Buyer severally, but not jointly, agrees to purchase from NeuBase on the Closing Date (as defined below), the number of Common Shares as is set forth opposite such Buyer's name in column (3) on the Schedule of Buyers attached hereto at a purchase price of $3.25 per Common Share (the "**Closing**").

(b) Closing. On the Closing Date (as defined below), upon the terms and subject to the conditions set forth herein, substantially concurrent with the execution and delivery of this Agreement by the parties hereto, NeuBase agrees to sell, and each Buyer agrees to purchase, the number of Common Shares at the Purchase Price (as defined below) set forth opposite such Buyer's name in columns (3) and (4), respectively, of the Schedule of Buyers attached hereto. The Closing shall occur on the second (2nd) Business Day following the day on which the last to be satisfied or waived of the conditions set forth in Section 5 and Section 6 shall be satisfied or waived in accordance with this Agreement (other than those conditions that by their terms are to be satisfied at the Closing, it being understood that the occurrence of the Closing shall remain subject to the satisfaction or waiver of such conditions at the Closing), or on such other date as the parties may mutually agree in writing, but in no event earlier than July 12, 2019 (the "**Closing Date**"). For purposes of this Agreement, "**Business Day**" means any day, excluding Saturday, Sunday and any day which is a legal holiday in the City of New York or is a day on which banking institutions located in the City of New York are authorized or required by law or other governmental action to close.

(c) Purchase Price. The purchase price for the Common Shares to be purchased by each Buyer pursuant to this Agreement shall be the amount set forth opposite such Buyer's name in column (4) of the Schedule of Buyers attached hereto (each, a "**Purchase Price**").

(d) Section 4(a)(2). Assuming the accuracy of the representations and warranties of each Buyer and NeuBase set forth in Section 2 and Section 3, respectively, the parties acknowledge and agree that the purpose of such representations and warranties is, among other things, to ensure that the transaction contemplated hereby qualify as a sale of securities under Section 4(a)(2) of the 1933 Act.

(e) Allocation of Purchase Price. NeuBase and each Buyer, as a result of arm's length bargaining, agree that (I) none of the Buyers nor any of their Affiliates (as defined below) have rendered services to NeuBase in connection with this Agreement, and (II) except as otherwise required by a final "determination" within the meaning of Section 1313(a)(1) of the U.S. Internal Revenue Code of 1986, as amended, all tax returns and other information returns of each party relative to this Agreement, the Common Shares issued pursuant hereto shall consistently reflect the matters agreed to in clause (I) of this Section 1(e).

2 . BUYER'S REPRESENTATIONS AND WARRANTIES . Each Buyer, severally and not jointly, represents and warrants with respect to only itself to NeuBase that, as of the date hereof and as of the Closing Date:

(a) No Public Sale or Distribution. Such Buyer is acquiring the Common Shares for its own account and not with a view towards, or for resale in connection with, the public sale or distribution thereof, except pursuant to sales registered or exempted under the 1933 Act; provided, however, that by making the representations herein, such Buyer does not agree to hold any of the Common Shares for any minimum or other specific term and reserves the right to dispose of the Common Shares at any time in accordance with or pursuant to a registration statement or an exemption under the 1933 Act. Such Buyer is acquiring the Common Shares hereunder in the ordinary course of its business. Such Buyer does not presently have any agreement or understanding, directly or indirectly, with any Person to distribute any of the Common Shares. For purposes of this Agreement, "**Person**" means an individual, a limited liability company, a partnership, a joint venture, a corporation, a trust, an unincorporated organization and a government or any department or agency thereof.

(b) Accredited Investor Status; No Disqualification Events. Such Buyer is an "accredited investor" as that term is defined in Rule 501(a) of Regulation D. None of the "bad actor" disqualifications described in Rule 506(d)(1)(i) through (viii) under the 1933 Act ("**Disqualification Events**") are applicable to such Buyer or any of its Rule 506(d) Related Parties (as defined below), except, if applicable, for a Disqualification Event as to which Rule 506(d)(2)(ii) or (iii) or (d)(3) is applicable. Such Buyer hereby agrees that it shall notify NeuBase promptly in writing in the event a Disqualification Event becomes applicable to such Buyer or any of its Rule 506(d) Related Parties, except, if applicable, for a Disqualification Event as to which Rule 506(d)(2)(ii) or (iii) or (d)(3) is applicable. For purposes of this Section 2(b), "**Rule 506(d) Related Party**" shall mean a Person that is a beneficial owner of such Buyer's securities for purposes of Rule 506(d) of the 1933 Act. Such Buyer is not, and has not been, for a period of at least three months prior to the date of this Agreement (a) an officer or director of NeuBase, (b) an "affiliate" of NeuBase (as defined in Rule 144) (an "**Affiliate**"), or (c) a "beneficial owner" of more than 10% of the NeuBase's Common Stock (as defined for purposes of Rule 13d-3 of the 1934 Act).

(c) Reliance on Exemptions. Such Buyer understands that the Common Shares are being offered and sold to it in reliance on specific exemptions from the registration requirements of U.S. federal and state securities laws and that NeuBase is relying in part upon the truth and accuracy of, and such Buyer's compliance with, the representations, warranties, agreements, acknowledgments and understandings of such Buyer set forth herein in order to determine the availability of such exemptions and the eligibility of such Buyer to acquire the Common Shares.

(d) Information. Such Buyer has been furnished with all materials relating to the business, finances and operations of NeuBase and materials relating to the transactions contemplated hereunder that have been requested by such Buyer. Such Buyer has been afforded the opportunity to ask questions of NeuBase. Neither such inquiries nor any other due diligence investigations conducted by such Buyer or its representatives shall modify, amend or affect such Buyer's right to rely on NeuBase's representations and warranties contained herein. Such Buyer acknowledges that all of the documents filed by NeuBase with the SEC under Sections 13(a), 14(a) or 15(d) of the 1934 Act that have been posted on the SEC's EDGAR site are available to such Buyer, and such Buyer has not relied on any statement of NeuBase not contained in such documents in connection with such Buyer's decision to enter into this Agreement and the transactions contemplated hereby.

(e) Risk. Such Buyer understands that its investment in the Common Shares involves a high degree of risk. Such Buyer is able to bear the risk of an investment in the Common Shares, including, without limitation, the risk of total loss of its investment. Such Buyer has sought such accounting, legal and tax advice as it has considered necessary to make an informed investment decision with respect to the transactions contemplated hereby. Such Buyer understands that there is no assurance that the Common Shares will continue to be quoted, traded or listed for trading or quotation on the Nasdaq Capital Market or on any other organized market or quotation system.

(f) No Governmental Review. Such Buyer understands that no U.S. federal or state agency or any other government or governmental agency has passed on or made any recommendation or endorsement of the Common Shares or the fairness or suitability of the investment in the Common Shares nor have such authorities passed upon or endorsed the merits of the offering of the Common Shares.

(g) Transfer or Resale. Such Buyer acknowledges and agrees that the Common Shares are "restricted securities" as defined in Rule 144 promulgated under the 1933 Act as in effect from time to time (or a successor rule thereto) ("**Rule 144**") and must be held indefinitely unless they are subsequently registered under the 1933 Act or an exemption from such registration is available. Buyer has been advised or is aware of the provisions of Rule 144, which permits limited resale of shares purchased in a private placement subject to the satisfaction of certain conditions, including, among other things: the availability of certain current public information about NeuBase, the resale occurring following the required holding period under Rule 144 and the number of shares being sold during any three-month period not exceeding specified limitations.

(h) Authorization; Validity; Enforcement. Such Buyer has all requisite power and authority to enter into this Agreement and the other Transaction Documents (defined below) to which such Buyer is a party, to carry out its obligations hereunder and to consummate the transactions contemplated hereby. This Agreement and the other Transaction Documents to which such Buyer is a party have been duly and validly authorized, executed and delivered on behalf of such Buyer and shall constitute the legal, valid and binding obligations of such Buyer enforceable against such Buyer in accordance with their respective terms, except as such enforceability may be limited by general principles of equity or to applicable bankruptcy, insolvency, reorganization, moratorium, liquidation and other similar laws relating to, or affecting generally, the enforcement of applicable creditors' rights and remedies.

(i) Legends. Such Buyer understands that the certificates or other instruments representing the Common Shares and, until such time as the exchange or resale of the Common Shares have been registered under the 1933 Act, the Common Shares may bear a restrictive legend in the following form (and a stop-transfer order may be placed against transfer of such Common Shares):

> THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS. THE SECURITIES MAY NOT BE OFFERED FOR SALE, SOLD, TRANSFERRED OR ASSIGNED (I) IN THE ABSENCE OF (A) AN EFFECTIVE REGISTRATION STATEMENT FOR THE SECURITIES UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR (B) AN OPINION OF COUNSEL SELECTED BY THE HOLDER, IN A FORM REASONABLY ACCEPTABLE TO NEUBASE, THAT REGISTRATION IS NOT REQUIRED UNDER SAID ACT OR (II) UNLESS SOLD OR ELIGIBLE TO BE SOLD PURSUANT TO RULE 144 OR RULE 144A UNDER SAID ACT. NOTWITHSTANDING THE FOREGOING, THE SECURITIES MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT OR OTHER LOAN OR FINANCING ARRANGEMENT SECURED BY THE SECURITIES.

In addition, if any Buyer is an affiliate of NeuBase, the Common Shares issued to such Buyer may bear a customary "affiliates" legend.

(j) No Conflicts. The execution, delivery and performance by such Buyer of this Agreement and the other Transaction Documents to which such Buyer is a party and the consummation by such Buyer of the transactions contemplated hereby and thereby will not (i) result in a violation of the organizational documents of such Buyer or (ii) conflict with, or constitute a default (or an event which with notice or lapse of time or both would become a default) under, or give to others any rights of termination, amendment, acceleration or cancellation of, any agreement, indenture or instrument to which such Buyer is a party, or (iii) result in a violation of any law, rule, regulation, order, judgment or decree (including federal and state securities laws) applicable to such Buyer, except in the case of clauses (ii) and (iii) above, for such conflicts, defaults, rights or violations which would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on the ability of such Buyer to perform its obligations hereunder.

3. REPRESENTATIONS AND WARRANTIES OF NEUBASE.

NeuBase represents and warrants to each of the Buyers that, as of the date hereof and as of the Closing Date, except as set forth on the Schedule of Exceptions attached hereto as Exhibit C (the "**Disclosure Schedules**") (references to a "Schedule" in this Agreement shall be deemed to refer to a schedule contained in the Disclosure Schedules unless otherwise expressly provided):

(a) Organization and Qualification. NeuBase and each controlled subsidiary of NeuBase (collectively, the "**Subsidiaries**") is an entity duly organized and validly existing and in good standing under the laws of the state of Delaware, and has the requisite corporate power and authorization to own its properties and to carry on its business as now being conducted and as presently proposed to be conducted. NeuBase is duly qualified as a foreign corporation to do business and is in good standing in every jurisdiction in which its ownership of property or the nature of the business conducted by it makes such qualification necessary, except to the extent that the failure to be so qualified or be in good standing would not reasonably be expected to have a Material Adverse Effect. As used in this Agreement, " **Material Adverse Effect**" means any material adverse effect on the business, properties, assets, liabilities, operations, results of operations, condition (financial or otherwise) or prospects of NeuBase, individually or taken as a whole, or on the transactions contemplated hereby or on the other Transaction Documents (as defined below) or by the agreements and instruments to be entered into in connection herewith or therewith, or on the authority or ability of NeuBase to perform any of its obligations under any of the Transaction Documents. NeuBase does not, directly or indirectly, own any of the capital stock or hold an equity or similar interest in any entity.

(b) Authorization; Enforcement; Validity. NeuBase has the requisite corporate power and authority to enter into and perform its obligations under this Agreement, that certain Registration Rights Agreement, by and among the parties hereto, dated on or about the date hereof (as may be amended, amended and restated, or supplemented from time to time), and each of the other agreements entered into by NeuBase in connection with the transactions contemplated by this Agreement (collectively, the "**Transaction Documents**") and to issue the Common Shares in accordance with the terms hereof and thereof. The execution and delivery of this Agreement and the other Transaction Documents by NeuBase and the consummation by NeuBase of the transactions contemplated hereby and thereby, including, without limitation, the issuance of the Common Shares, have been duly authorized by NeuBase's Board of Directors and (other than the filing of a Form D with the SEC and any other filings as may be required by any state securities agencies), no further filing, consent or authorization is required by NeuBase, its Board of Directors or its stockholders. This Agreement and the other Transaction Documents have been duly executed and delivered by NeuBase, and constitute the legal, valid and binding obligations of NeuBase, enforceable against NeuBase in accordance with their respective terms, except as such enforceability may be limited by general principles of equity or applicable bankruptcy, insolvency, reorganization, moratorium, liquidation or similar laws relating to, or affecting generally, the enforcement of applicable creditors' rights and remedies.

(c) Issuance of Common Shares. The issuance of the Common Shares is duly authorized and, except as disclosed in Schedule 3(c), upon issuance in accordance with the terms of the Transaction Documents, the Common Shares shall be validly issued and free from all preemptive or similar rights (except for those which have been validly waived prior to the date hereof), taxes, liens and charges and other encumbrances with respect to the issue thereof and the Common Shares shall be fully paid and nonassessable with the holders being entitled to all rights accorded to a holder of NeuBase Common Stock. Assuming the accuracy of each of the representations and warranties set forth in Section 2 of this Agreement, the offer and issuance by NeuBase of the Common Shares is exempt from registration under the 1933 Act.

(d) No Conflicts. Except as disclosed in Schedule 3(d), the execution, delivery and performance of the Transaction Documents by NeuBase and the consummation by NeuBase of the transactions contemplated hereby and thereby (including, without limitation, the issuance of the Common Shares) will not (i) result in a violation of NeuBase's certificate of incorporation, as amended and as in effect on the date hereof (the "**Certificate of Incorporation**"), or NeuBase's bylaws, as amended and as in effect on the date hereof (the "**Bylaws**"), or (ii) conflict with, or constitute a default (or an event which with notice or lapse of time or both would become a default) in any respect under, or give to others any rights of termination, amendment, acceleration or cancellation of, any agreement, indenture or instrument to which NeuBase is a party, or (iii) result in a violation of any applicable law, rule, regulation, order, judgment or decree (including foreign, federal and state securities laws and regulations) applicable to NeuBase or by which any property or asset of NeuBase is bound or affected, except, in the case of clauses (ii) and (iii) above, as would not have or reasonably be expected to result in a Material Adverse Effect.

(e) Consents. Except as disclosed in Schedule 3(e), NeuBase is not required to obtain any consent from, authorization or order of, or make any filing or registration with (other than the filing of a Form D with the SEC and any other filings as may be required by any state securities agencies), any court, governmental agency or any regulatory or self-regulatory agency or any other Person in order for it to execute, deliver or perform any of its obligations under or contemplated by the Transaction Documents, in each case, in accordance with the terms hereof or thereof. All consents, authorizations, orders, filings and registrations which NeuBase is required to obtain pursuant to the preceding sentence have been obtained or effected on or prior to the Closing Date (or in the case of filings detailed above, will be made timely after the Closing Date).

(f) Acknowledgment Regarding Buyer's Purchase of Common Shares. NeuBase acknowledges and agrees that each Buyer is acting solely in the capacity of an arm's length purchaser with respect to the Transaction Documents and the transactions contemplated hereby and thereby and that no Buyer is (i) an officer or director of NeuBase, (ii) an "affiliate" of NeuBase (as defined in Rule 144) or (iii) to the knowledge of NeuBase, a "beneficial owner" (as defined for purposes of Rule 13d-3 of the 1934 Act) of more than 10% of the NeuBase Common Stock. NeuBase further acknowledges that no Buyer is acting as a financial advisor or fiduciary of NeuBase (or in any similar capacity) with respect to the Transaction Documents and the transactions contemplated hereby and thereby, and any advice given by a Buyer or any of its representatives or agents in connection with the Transaction Documents and the transactions contemplated hereby and thereby is merely incidental to such Buyer's purchase of the Common Shares. NeuBase further represents to each Buyer that NeuBase's decision to enter into the Transaction Documents has been based solely on the independent evaluation by NeuBase and its representatives.

(g) SEC Reports; Financial Statements. NeuBase has filed all reports, schedules, forms, statements and other documents required to be filed by NeuBase under the 1933 Act and the Securities Exchange Act of 1934, as amended (the "**1934 Act**"), including pursuant to Section 13(a) or 15(d) of the 1934 Act, for the two years preceding the date of this Agreement (the foregoing materials, including the exhibits thereto and documents incorporated by reference therein, being collectively referred to herein as the "**SEC Reports**") on a timely basis or has received a valid extension of such time of filing and has filed any such SEC Reports prior to the expiration of any such extension. As of their respective dates, the SEC Reports complied in all material respects with the requirements of the 1933 Act and the 1934 Act, as applicable, and none of the SEC Reports, when filed, contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. The financial statements of NeuBase included in the SEC Reports comply in all material respects with applicable accounting requirements and the rules and regulations of the Securities Exchange Commission (the "**SEC**") with respect thereto as in effect at the time of filing. Such financial statements have been prepared in accordance with generally accepted accounting principles in the United States applied on a consistent basis during the periods involved ("**GAAP**"), except as may be otherwise specified in such financial statements or the notes thereto and except that unaudited financial statements may not contain all footnotes required by GAAP, and fairly present in all material respects the financial position of NeuBase and its consolidated Subsidiaries as of and for the dates thereof and the results of operations and cash flows for the periods then ended, subject, in the case of unaudited statements, to normal, immaterial, year-end audit adjustments. As of the date of this Agreement and as of the Closing Date, there are no outstanding or unresolved comments received from the staff of the SEC with respect to the SEC Reports, and to NeuBase's knowledge, none of the SEC Reports is the subject of any ongoing SEC review or investigation.

(h) Subsidiaries. All of the direct and indirect subsidiaries of NeuBase are set forth in the SEC Reports. The capital stock or other equity interests of each Subsidiary that are owned by NeuBase are owned by NeuBase free and clear of any liens, and all of the issued and outstanding shares of capital stock of each Subsidiary that is wholly-owned by NeuBase are validly issued and are fully paid, non-assessable and free of preemptive and similar rights to subscribe for or purchase securities.

(i) No General Solicitation; Placement Agent's Fees. Neither NeuBase, nor its affiliates, nor any Person acting on its or their behalf, has engaged in any form of general solicitation or general advertising (within the meaning of Regulation D) in connection with the offer or sale of the Common Shares. NeuBase shall be responsible for the payment of any placement agent's fees, financial advisory fees, or brokers' commissions (other than for Persons engaged by any Buyer or its investment advisor) relating to or arising out of the transactions contemplated hereby. NeuBase shall pay, and hold each Buyer harmless against, any liability, loss or expense (including, without limitation, attorney's fees and out-of-pocket expenses) arising in connection with any such claim.

(j) No Integrated Offering. Neither NeuBase, nor any of its affiliates, nor any Person acting on its behalf has, directly or indirectly, made any offers or sales of any security or solicited any offers to buy any security, under circumstances that would require registration of the issuance of any of the Common Shares under the 1933 Act, whether through integration with prior offerings or otherwise, or cause this offering of the Common Shares to require approval of stockholders of NeuBase for purposes of the 1933 Act or any applicable stockholder approval provisions, including, without limitation, under the rules and regulations of any exchange or automated quotation system on which any of the securities of NeuBase are listed or designated for quotation. Neither NeuBase nor its affiliates nor any Person acting on their behalf will take any action or steps that would require registration of the issuance of any of the Common Shares under the 1933 Act or cause the offering of any of the Common Shares to be integrated with other offerings for purposes of any such applicable stockholder approval provisions.

(k) Application of Takeover Protections; Rights Agreement. NeuBase and its Board of Directors have taken all necessary action, if any, in order to render inapplicable any control share acquisition, interested stockholder, business combination, poison pill (including, without limitation, any distribution under a rights agreement) or other similar anti-takeover provision under the Certificate of Incorporation, Bylaws or other organizational documents or the laws of the jurisdiction of its formation which is or could become applicable to any Buyer as a result of the transactions contemplated by this Agreement, including, without limitation, NeuBase's issuance of the Common Shares and any Buyer's ownership of the Common Shares. NeuBase and its Board of Directors have taken all necessary action, if any, in order to render inapplicable any stockholder rights plan or similar arrangement relating to accumulations of beneficial ownership of NeuBase Common Stock or a change in control of NeuBase.

(l) Absence of Certain Changes. Except as disclosed in the SEC Reports orSchedule 3(l)(i), since March 31, 2019, there has been no material adverse change and no material adverse development in the business, assets, liabilities, properties, operations, condition (financial or otherwise), results of operations or prospects of NeuBase. Except as disclosed in the SEC Reports or in Schedule 3(l)(ii), since March 31, 2019, NeuBase has not (i) declared or paid any dividends, (ii) sold any assets, individually or in the aggregate, in excess of $100,000 outside of the ordinary course of business or (iii) had capital expenditures, individually or in the aggregate, in excess of $350,000. NeuBase has not taken any steps to seek protection pursuant to any law or statute relating to bankruptcy, insolvency, reorganization, receivership, liquidation or winding up, nor does NeuBase have any knowledge or reason to believe that any of its creditors intend to initiate involuntary bankruptcy proceedings or any actual knowledge of any fact which would reasonably lead a creditor to do so. NeuBase is not as of the date hereof, and after giving effect to the transactions contemplated hereby to occur at the Closing, will not be Insolvent (as defined below). For purposes of this Agreement, "**Insolvent**" means, with respect to any Person, (i) the present fair saleable value of such Person's assets is less than the amount required to pay such Person's total Indebtedness (as defined below), (ii) such Person is unable to pay its debts and liabilities, subordinated, contingent or otherwise, as such debts and liabilities become absolute and matured, (iii) such Person intends to incur or believes that it will incur debts that would be beyond its ability to pay as such debts mature or (iv) such Person has unreasonably small capital with which to conduct the business in which it is engaged as such business is now conducted and is proposed to be conducted.

(m) No Undisclosed Events, Liabilities, Developments or Circumstances. No event, liability, development or circumstance has occurred or exists, or is contemplated to occur with respect to NeuBase or its business, properties, prospects, operations or financial condition, that would be required to be disclosed by NeuBase under applicable securities laws on a registration statement on Form S-1 filed with the SEC relating to an issuance and sale by NeuBase of NeuBase Common Stock and which has not been publicly disclosed.

(n) Conduct of Business; Regulatory Permits. NeuBase is not in violation of any term of or in default under the Certificate of Incorporation or the Bylaws. NeuBase is not in violation of any judgment, decree or order or any statute, ordinance, rule or regulation applicable to NeuBase, and NeuBase will not conduct its business in violation of any of the foregoing, except in all cases for possible violations which would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. NeuBase possesses all certificates, authorizations and permits issued by the appropriate foreign, federal or state regulatory authorities necessary to conduct its business, except where the failure to possess such certificates, authorizations or permits would not have, individually or in the aggregate, a Material Adverse Effect, and NeuBase has not received any notice of proceedings relating to the revocation or modification of any such certificate, authorization or permit. Without limiting the generality of the foregoing, except as set forth in Schedule 3(n), NeuBase has no knowledge of any facts or circumstances that would reasonably lead to delisting or suspension of Common Stock by the Nasdaq Capital Market (the "**Principal Market**") in the foreseeable future.

(o) Foreign Corrupt Practices. Neither NeuBase, nor any director, officer, agent, employee or other Person acting on behalf of NeuBase has, in the course of its actions for, or on behalf of, NeuBase (i) used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expenses relating to political activity; (ii) made any direct or indirect unlawful payment to any foreign or domestic government official or employee from corporate funds; (iii) violated or is in violation of any provision of the U.S. Foreign Corrupt Practices Act of 1977, as amended; or (iv) made any unlawful bribe, rebate, payoff, influence payment, kickback or other unlawful payment to any foreign or domestic government official or employee.

(p) Transactions with Affiliates. Except as set forth in Schedule 3(p), none of the officers, directors or employees of NeuBase is presently a party to any transaction with NeuBase (other than for ordinary course services as employees, officers or directors), including any contract, agreement or other arrangement providing for the furnishing of services to or by, providing for rental of real or personal property to or from, or otherwise requiring payments to or from any such officer, director or employee or, to the knowledge of NeuBase, any corporation, partnership, trust or other Person in which any such officer, director, or employee has a substantial interest or is an employee, officer, director, trustee or partner.

(q) Equity Capitalization. As of the date hereof, the authorized capital stock of NeuBase consists of (I) 250,000,000 shares of NeuBase Common Stock, of which as of the date hereof, 15,524,219 are issued and outstanding, 106,000 shares are issuable under outstanding options to purchase NeuBase Common Stock and 804,940 shares are issuable under outstanding warrants to purchase NeuBase Common Stock, and (II) 10,000,000 shares of preferred stock of NeuBase, none of which are issued or outstanding.

(r) Indebtedness and Other Contracts. Except as disclosed in the SEC Reports or Schedule 3(r), NeuBase (i) is not a party to any contract, agreement or instrument, the violation of which, or default under which, by the other party(ies) to such contract, agreement or instrument would reasonably be expected to result in a Material Adverse Effect, or (ii) is not in violation of any term of, or in default under, any contract, agreement or instrument relating to any Indebtedness, except where such violations and defaults would not result, individually or in the aggregate, in a Material Adverse Effect. For purposes of this Agreement: (x) "**Indebtedness**" of any Person means, without duplication (A) all indebtedness for borrowed money, (B) all obligations issued, undertaken or assumed as the deferred purchase price of property or services (including, without limitation, "capital leases" in accordance with GAAP, consistently applied during the periods involved) (other than trade payables entered into in the ordinary course of business consistent with past practice), (C) all reimbursement or payment obligations with respect to letters of credit, surety bonds and other similar instruments, (D) all obligations evidenced by notes, bonds, debentures or similar instruments, including obligations so evidenced incurred in connection with the acquisition of property, assets or businesses, (E) all indebtedness created or arising under any conditional sale or other title retention agreement, or incurred as financing, in either case with respect to any property or assets acquired with the proceeds of such indebtedness (even though the rights and remedies of the seller or bank under such agreement in the event of default are limited to repossession or sale of such property), (F) all monetary obligations under any leasing or similar arrangement which, in connection with GAAP, consistently applied for the periods covered thereby, is classified as a capital lease, (G) all indebtedness referred to in clauses (A) through (F) above secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) any mortgage, claim, lien, tax, right of first refusal, pledge, charge, security interest or other encumbrance upon or in any property or assets (including accounts and contract rights) owned by any Person, even though the Person which owns such assets or property has not assumed or become liable for the payment of such indebtedness, and (H) all Contingent Obligations in respect of indebtedness or obligations of others of the kinds referred to in clauses (A) through (G) above; and (y) "**Contingent Obligation**" means, as to any Person, any direct or indirect liability, contingent or otherwise, of that Person with respect to any indebtedness, capital lease, dividend or other obligation of another Person if the primary purpose or intent of the Person incurring such liability, or the primary effect thereof, is to provide assurance to the obligee of such liability that such liability will be paid or discharged, or that any agreements relating thereto will be complied with, or that the holders of such liability will be protected (in whole or in part) against loss with respect thereto.

(s) Absence of Litigation. There is no action, suit, proceeding, inquiry or investigation before or by any court, public board, government agency, self-regulatory organization or body pending or, to the knowledge of NeuBase, threatened against or affecting NeuBase, the NeuBase Common Stock or any of NeuBase's officers or directors, whether of a civil or criminal nature or otherwise, in their capacities as such, except as set forth in the SEC Reports or Schedule 3(s). The litigation matters set forth in the SEC Reports or in Schedule 3(s) would not reasonably be expected to have a Material Adverse Effect.

(t) Employee Relations. NeuBase is not a party to any collective bargaining agreement or employs any member of a union. NeuBase believes that its relations with its employees are good. No executive officer (as defined in Rule 501(f) promulgated under the 1933 Act) or other key employee of NeuBase has notified NeuBase that such officer intends to leave NeuBase or otherwise terminate such officer's employment with NeuBase. No executive officer or other key employee of NeuBase is, or is now expected to be, in violation of any material term of any employment contract, confidentiality, disclosure or proprietary information agreement, non-competition agreement, or any other contract or agreement or any restrictive covenant, and the continued employment of each such executive officer or other key employee (as the case may be) does not subject NeuBase to any liability with respect to any of the foregoing matters. NeuBase is in compliance with all federal, state, local and foreign laws and regulations respecting labor, employment and employment practices and benefits, terms and conditions of employment and wages and hours, except where failure to be in compliance would not, either individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect.

(u) Title. NeuBase has good and marketable title in fee simple to all real property and good and marketable title to all personal property owned by it which is material to the business of NeuBase, in each case free and clear of all liens, encumbrances and defects except such as do not materially affect the value of such property and do not interfere with the use made and proposed to be made of such property by NeuBase. Any real property and facilities held under lease by NeuBase is held by it under valid, subsisting and enforceable leases with such exceptions as are not material and do not interfere with the use made and proposed to be made of such property and buildings by NeuBase.

(v) Intellectual Property Rights. NeuBase owns or possesses adequate rights or licenses to use all trademarks, trade names, service marks, service mark registrations, service names, patents, patent rights, copyrights, original works of authorship, inventions, licenses, approvals, governmental authorizations, trade secrets and other intellectual property rights and all applications and registrations therefor ("**Intellectual Property Rights**") necessary to conduct its business as now conducted. Except as set forth in Schedule 3(v)(i), none of NeuBase's Intellectual Property Rights have expired, terminated or been abandoned, or are expected to expire, terminate or be abandoned, within three years from the date of this Agreement. NeuBase has no knowledge of any infringement by NeuBase of Intellectual Property Rights of others. There is no claim, action or proceeding being made or brought, or to the knowledge of NeuBase, being threatened, against NeuBase regarding its Intellectual Property Rights. NeuBase is not aware of any facts or circumstances which might give rise to any of the foregoing infringements or claims, actions or proceedings. NeuBase has taken reasonable security measures to protect the secrecy, confidentiality and value of all of its Intellectual Property Rights that have been developed by NeuBase.

(w) Environmental Laws. NeuBase (A) is in compliance with all Environmental Laws (as defined below), (B) has received all permits, licenses or other approvals required of it under applicable Environmental Laws to conduct its business and (C) is in compliance with all terms and conditions of any such permit, license or approval where, in each of the foregoing clauses (A), (B) and (C), the failure to so comply could be reasonably expected to have, individually or in the aggregate, a Material Adverse Effect. The term "**Environmental Laws**" means all federal, state, local or foreign laws relating to pollution or protection of human health or the environment (including, without limitation, ambient air, surface water, groundwater, land surface or subsurface strata), including, without limitation, laws relating to emissions, discharges, releases or threatened releases of chemicals, pollutants, contaminants, or toxic or hazardous substances or wastes (collectively, "**Hazardous Materials**") into the environment, or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials, as well as all authorizations, codes, decrees, demands or demand letters, injunctions, judgments, licenses, notices or notice letters, orders, permits, plans or regulations issued, entered, promulgated or approved thereunder.

(x) Tax Status. NeuBase (i) has timely filed all foreign, federal and state income and all other tax returns, reports and declarations required by any jurisdiction to which it is subject, (ii) has timely paid all taxes and other governmental assessments and charges that are material in amount, shown or determined to be due on such returns, reports and declarations, except those being contested in good faith, and (iii) has set aside on its books provision reasonably adequate for the payment of all taxes for periods subsequent to the periods to which such returns, reports or declarations apply. There are no unpaid taxes in any material amount claimed to be due by the taxing authority of any jurisdiction, and the officers of NeuBase know of no basis for any such claim.

(y) Investment Company Status. NeuBase is not, and upon consummation of the sale of the Common Shares, will not be, an "investment company," an affiliate of an "investment company," a company controlled by an "investment company" or an "affiliated person" of, or "promoter" or "principal underwriter" for, an "investment company" as such terms are defined in the Investment Company Act of 1940, as amended.

(z) U.S. Real Property Holding Corporation. NeuBase is not, and has never been, a U.S. real property holding corporation within the meaning of Section 897 of the Internal Revenue Code of 1986, as amended, and NeuBase shall so certify upon any Buyer's reasonable request.

(aa) Shell Company Status. NeuBase is not, and has never been, an issuer identified in, or subject to, Rule 144(i)(1) of the 1933 Act.

(bb) Compliance with Anti-Money Laundering Laws. The operations of NeuBase are and have been conducted at all times in compliance with applicable financial recordkeeping and reporting requirements and all other applicable U.S. and non-U.S. anti-money laundering laws, rules and regulations, including, but not limited to, those of the Currency and Foreign Transactions Reporting Act of 1970, as amended, the United States Bank Secrecy Act, as amended by the USA PATRIOT Act of 2001, and the United States Money Laundering Control Act of 1986 (18 U.S.C. §§1956 and 1957), as amended, as well as the implementing rules and regulations promulgated thereunder, and the applicable money laundering statutes of all applicable jurisdictions, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental agency or self-regulatory body (collectively, the "**Anti-Money Laundering Laws**"), and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving NeuBase with respect to the Anti-Money Laundering Laws is pending or, to the knowledge of NeuBase, threatened.

(cc) No Conflicts with Sanctions Laws. Neither NeuBase nor any director, officer, employee, agent, affiliate or other person associated with or acting on behalf of NeuBase or any of its affiliates is, or is directly or indirectly owned or controlled by, a Person that is currently the subject or the target of any sanctions administered or enforced by the U.S. government (including, without limitation, the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Departments of State or Commerce and including, without limitation, the designation as a "Specially Designated National" or on the "Sectoral Sanctions Identifications List", collectively "Blocked Persons"), the United Nations Security Council, the European Union, Her Majesty's Treasury or any other relevant sanctions authority (collectively, "**Sanctions Laws**"); neither NeuBase, nor any director, officer, employee, agent, affiliate or other person associated with or acting on behalf ofNeuBase or its affiliates, is located, organized or resident in a country or territory that is the subject or target of a comprehensive embargo or Sanctions Laws prohibiting trade with the country or territory, including, without limitation, Crimea, Cuba, Iran, North Korea, Sudan and Syria (each, a "**Sanctioned Country**"); NeuBase maintains in effect and enforces policies and procedures reasonably designed to ensure compliance by NeuBase with applicable Sanctions Laws; neither NeuBase, nor any director, officer, employee, agent, affiliate or other person associated with or acting on behalf of NeuBase or its affiliates, acting in any capacity in connection with the operations ofNeuBase, conducts any business with or for the benefit of any Blocked Person or engages in making or receiving any contribution of funds, goods or services to, from or for the benefit of any Blocked Person, or deals in, or otherwise engages in any transaction relating to, any property or interests in property blocked or subject to blocking pursuant to any applicable Sanctions Laws; no action of NeuBase in connection with (i) the execution, delivery and performance of this Agreement and the other Transaction Documents, (ii) the issuance and sale of theCommon Shares, or (iii) the direct or indirect use of proceeds from theCommon Shares or the consummation of any other transaction contemplated hereby or by the other Transaction Documents or the fulfillment of the terms hereof or thereof, will result in the proceeds of the transactions contemplated hereby and by the other Transaction Documents being used, or loaned, contributed or otherwise made available, directly or indirectly, to any joint venture partner or other person or entity, for the purpose of (i) unlawfully funding or facilitating any activities of or business with any person that, at the time of such funding or facilitation, is the subject or target of Sanctions Laws, (ii) unlawfully funding or facilitating any activities of or business in any Sanctioned Country or (iii) in any other manner that will result in a violation by any Person (including any Person participating in the transaction, whether as underwriter, advisor, investor or otherwise) of Sanctions Laws. From its inception, NeuBase has not knowingly engaged in and is not now knowingly engaged in any dealings or transactions with any person that at the time of the dealing or transaction is or was the subject or the target of Sanctions Laws or with any Sanctioned Country.

(dd) Anti-Bribery. NeuBase has not made any contribution or other payment to any official of, or candidate for, any federal, state or foreign office in violation of any law which violation is required to be disclosed. Neither NeuBase, nor any of its affiliates, nor any director, officer, agent, employee or other person associated with or acting on behalf of NeuBase, or any of its affiliates, has (i) used any funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity, (ii) made any direct or indirect unlawful payment to any foreign or domestic government official or employee, to any employee or agent of a private entity with which NeuBase does or seeks to do business or to foreign or domestic political parties or campaigns, (iii) violated or is in violation of any provision of any applicable law or regulation implementing the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions or any applicable provision of the U.S. Foreign Corrupt Practices Act of 1977, as amended, the U.K. Bribery Act 2010, or any other similar law of any other jurisdiction in which NeuBase operates its business, including, in each case, the rules and regulations thereunder (the "**Anti-Bribery Laws**"), (iv) taken, is currently taking or will take any action in furtherance of an offer, payment, gift or anything else of value, directly or indirectly, to any person while knowing that all or some portion of the money or value will be offered, given or promised to anyone to improperly influence official action, to obtain or retain business or otherwise to secure any improper advantage or (v) otherwise made any offer, bribe, rebate, payoff, influence payment, unlawful kickback or other unlawful payment; NeuBase has instituted and has maintained, and will continue to maintain, policies and procedures reasonably designed to promote and achieve compliance with the laws referred to in (iii) above and with this representation and warranty; none of NeuBase, nor any of its affiliates will directly or indirectly use the proceeds of the convertible securities or lend, contribute or otherwise make available such proceeds to any subsidiary, affiliate, joint venture partner or other person or entity for the purpose of financing or facilitating any activity that would violate the laws and regulations referred to in (iii) above; there are, and have been, no allegations, investigations or inquiries with regard to a potential violation of any Anti-Bribery Laws by NeuBase, or its affiliates, or any of their respective current or former directors, officers, employees, stockholders, representatives or agents, or other persons acting or purporting to act on their behalf.

(ee) No Disqualification Events. None of NeuBase, any of its predecessors, any affiliated issuer, any director, executive officer, other officer of NeuBase participating in the offering hereunder, any beneficial owner of 20% or more of NeuBase's outstanding voting equity securities, calculated on the basis of voting power, nor any promoter (as that term is defined in Rule 405 under the 1933 Act) connected with NeuBase in any capacity at the time of sale (each, an "**Issuer Covered Person**" and, together, "**Issuer Covered Persons**") is subject to any a Disqualification Event, except, if applicable, for a Disqualification Event as to which Rule 506(d)(2)(ii) or (iii) or (d)(3) is applicable. NeuBase has exercised reasonable care to determine whether any Issuer Covered Person is subject to a Disqualification Event. NeuBase has complied, to the extent applicable, with its disclosure obligations under Rule 506(e), and has furnished to the Buyers a copy of any disclosures provided thereunder.

(ff) Disclosure. NeuBase confirms that neither it nor any other Person acting on its behalf has provided any of the Buyers or their agents or counsel with any information that constitutes or could reasonably be expected to constitute material, non-public information concerning NeuBase, other than the existence of the transactions contemplated by this Agreement and the other Transaction Documents. NeuBase understands and confirms that each of the Buyers will rely on the foregoing representations in effecting transactions in securities of NeuBase. All disclosure provided to the Buyers regarding NeuBase, its business and the transactions contemplated hereby, including the schedules to this Agreement, furnished by or on behalf of NeuBase is true and correct and does not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading. All of the written information furnished after the date hereof by or on behalf of NeuBase to you pursuant to or in connection with this Agreement and the other Transaction Documents, taken as a whole, will be true and correct in all material respects as of the date on which such information is so provided and will not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made therein, in the light of the circumstances under which they are made, not misleading. No event or circumstance has occurred or information exists with respect to NeuBase or its or their business, properties, liabilities, prospects, operations (including results thereof) or conditions (financial or otherwise), which, under applicable law, rule or regulation, requires public disclosure at or before the date hereof or announcement by NeuBase but which has not been so publicly disclosed. NeuBase acknowledges and agrees that no Buyer makes or has made any representations or warranties with respect to the transactions contemplated hereby other than those specifically set forth in Section 2.

(gg) Disclosure Controls. NeuBase maintains systems of internal accounting controls designed to provide reasonable assurance that (a) transactions are executed in accordance with management's general or specific authorizations; (b) transactions are recorded as necessary to permit preparation of financial statements in conformity with GAAP and to maintain asset accountability; (c) access to assets is permitted only in accordance with management's general or specific authorization; and (d) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences. NeuBase is not aware of any material weaknesses in its internal control over financial reporting. To the knowledge of NeuBase and except as disclosed on Schedule 3(gg), since the date of the latest audited financial statements of NeuBase included within the SEC Reports, there has been no change in NeuBase's internal control over financial reporting that has materially affected, or is reasonably likely to materially affect, NeuBase's internal control over financial reporting. Except as disclosed on Schedule 3(gg), NeuBase has established disclosure controls and procedures (as defined in 1934 Act Rules 13a-15 and 15d-15) for NeuBase and designed such disclosure controls and procedures to ensure that material information relating to NeuBase and the Subsidiaries is made known to the certifying officers by others within those entities, particularly during the period in which NeuBase's Annual Report on Form 10-K or Quarterly Report on Form 10-Q, as the case may be, is being prepared. NeuBase's certifying officers evaluated the effectiveness of NeuBase's controls and procedures as of a date within 90 days prior to the filing date of the Annual Report on Form 10-K for the fiscal year most recently ended (such date, the "**Evaluation Date**"). NeuBase presented in its Annual Report on Form 10-K for the fiscal year most recently ended the conclusions of the certifying officers about the effectiveness of the disclosure controls and procedures based on their evaluations as of the Evaluation Date. Since the Evaluation Date, there have been no significant changes in NeuBase's internal controls (as such term is defined in Item 307(b) of Regulation S-K under the 1933 Act) or, to NeuBase's knowledge, in other factors that would significantly adversely affect NeuBase's internal controls except as disclosed on Schedule 3(gg). To the knowledge of NeuBase, NeuBase's "internal control over financial reporting" and "disclosure controls and procedures" (as such terms are defined under the 1934 Act) are effective at a reasonable assurance level.

4. COVENANTS.

(a) Commercially Reasonable Efforts. Each party shall use its commercially reasonable efforts timely to satisfy each of the covenants and the conditions to be satisfied by it as provided in Section 5 and Section 6 of this Agreement.

(b) Compliance with Laws. Notwithstanding any other provision of the Transaction Documents, each Buyer covenants that the Common Shares may be disposed of only pursuant to an effective registration statement under, and in compliance with the requirements of, the 1933 Act, or pursuant to an available exemption from, or in a transaction not subject to, the registration requirements of the 1933 Act, and in compliance with any applicable state and federal securities laws. In connection with any transfer of the Common Shares other than (i) pursuant to an effective registration statement or (ii) to NeuBase, NeuBase may require the transferor thereof to provide to NeuBase an opinion of counsel selected by the transferor and reasonably acceptable to NeuBase, the form and substance of which opinion shall be reasonably satisfactory to NeuBase, to the effect that such transfer does not require registration of such transferred Common Shares under the 1933 Act.

(c) Removal of Legends. Subject to NeuBase's right to request an opinion of counsel as set forth in Section 4(b), the legend set forth in Section 2(h) shall be removable and NeuBase shall issue or cause to be issued a certificate or book-entry evidence of ownership without such legend or any other legend (except for any "affiliates" legend as set forth in Section 2(h)) to the holder of the applicable Common Shares upon which it is stamped, if (i) such Common Shares are registered for resale and resold pursuant to an effective registration statement under the 1933 Act or (ii) such Common Shares are sold or transferred in compliance with Rule 144, including without limitation in compliance with the current public information requirements of Rule 144 if applicable to NeuBase at the time of such sale or transfer, and the holder and its broker have delivered customary documents reasonably requested by counsel to NeuBase in connection with such sale or transfer. Any fees (with respect to the counsel to NeuBase or otherwise) associated with the removal of such legend shall be borne by NeuBase.

(d) Use of Proceeds. NeuBase shall use the proceeds from the sale of the Common Shares for working capital and general corporate purposes.

(e) Fees. NeuBase and the Buyers shall each pay the fees and expenses of their respective advisers, counsel, accountants and other experts, if any, and all other expenses incurred by such party in connection with the negotiation, preparation, execution, delivery and performance of this Agreement.

(f) Notice of Disqualification Events. NeuBase will notify the Buyers in writing, prior to the Closing Date of (i) any Disqualification Event relating to any Issuer Covered Person and (ii) any event that would, with the passage of time, become a Disqualification Event relating to any Issuer Covered Person, in each case of which it is aware.

5. CONDITIONS TO NEUBASE'S OBLIGATION TO ISSUE AND SELL.

The obligation of NeuBase hereunder to issue and sell the Common Shares at the Closing is subject to the satisfaction, at or before the Closing Date, of each of the following conditions, provided that these conditions are for NeuBase's sole benefit and may be waived by NeuBase at any time in its sole discretion by providing each Buyer with prior written notice thereof:

(i) Such Buyer shall have executed each of the Transaction Documents to which it is a party and delivered the same to NeuBase.

(ii) The Purchase Price for the Common Shares with respect to each Buyer shall have been received by NeuBase.

(iii) The representations and warranties made by such Buyer in this Agreement shall be true and correct as of the date hereof and on and as of the Closing Date as though made at that time (except for representations and warranties that speak as of a specific date which shall be true and correct as of such specified date); and such Buyer shall have performed, satisfied and complied in all respects with the covenants, agreements and conditions required by this Agreement to be performed, satisfied or complied with by such Buyer at or prior to the Closing Date.

(iv) All authorizations, approvals or permits, if any, of any governmental authority or regulatory body of the United States or of any state that are required in connection with the lawful issuance and sale of the Common Shares pursuant to this Agreement shall be obtained and effective as of the Closing.

6. CONDITIONS TO EACH BUYER'S OBLIGATION TO PURCHASE.

The obligation of each Buyer hereunder to purchase the Common Shares at the Closing is subject to the satisfaction, at or before the Closing Date, of each of the following conditions, provided that these conditions are for each Buyer's sole benefit and may be waived by such Buyer at any time in its sole discretion by providing NeuBase with prior written notice thereof:

(i) NeuBase shall have duly executed and delivered to such Buyer (A) each of the Transaction Documents and (B) the Common Shares (allocated in such amounts as such Buyer shall request), being purchased by such Buyer at the Closing pursuant to this Agreement.

(ii) NeuBase shall have delivered a filed copy of the Certificate of Incorporation as in effect on the date hereof.

(iii) NeuBase shall have delivered a certificate, executed by NeuBase's Secretary and dated as of the Closing Date, as to (i) the resolutions consistent with Section 3(b) as adopted by its Board of Directors, (ii) the Certificate of Incorporation and (iii) the Bylaws in effect at the Closing, in the form attached hereto as Exhibit A.

(iv) The representations and warranties made by NeuBase in this Agreement shall be true and correct as of the date hereof and on and as of the Closing Date as though made at that time (except for representations and warranties that speak as of a specific date which shall be true and correct as of such specified date); and NeuBase shall have performed, satisfied and complied in all respects with the covenants, agreements and conditions required by the Transaction Documents to be performed, satisfied or complied with by it at or prior to the Closing Date. Such Buyer shall have received a certificate, executed by the Chief Executive Officer of NeuBase, dated as of the Closing Date, to the foregoing effect and as to such other matters as may be reasonably requested by such Buyer in the form attached hereto as Exhibit B.

(v) All conditions precedent to the closing of the Merger contained in the Merger Agreement shall have been satisfied or waived, and the parties to the Merger Agreement shall have consummated the Merger on the terms and conditions set forth therein.

(vi) NeuBase shall have delivered a customary legal opinion in substance reasonably satisfactory to such Buyer, dated the date of Closing, from Paul Hastings LLP, counsel for the Company, with respect to the Transaction Documents and the Common Shares.

(vii) All authorizations, approvals or permits, if any, of any governmental authority or regulatory body of the United States or of any state that are required in connection with the lawful issuance and sale of the Common Shares pursuant to this Agreement shall be obtained and effective as of the Closing.

7. TERMINATION. In the event that the Closing shall not have occurred with respect to a Buyer on or before July 17, 2019 due to NeuBase's or such Buyer's failure to satisfy the conditions set forth in Section 5 and Section 6, respectively, above (and the nonbreaching party's failure to waive such unsatisfied condition(s)), the Buyer, if such Buyer is the nonbreaching party, or NeuBase, if NeuBase is the nonbreaching party, shall have the option to terminate this Agreement with respect to such Buyer, if such Buyer is the breaching party, or with respect to NeuBase, if NeuBase is the breaching party, at the close of business on such date by delivering a written notice to that effect to each other party to this Agreement and without liability of any party to any other party.

8. MISCELLANEOUS.

(a) Governing Law; Jurisdiction; Jury Trial. This Agreement and any related dispute shall be governed by, and construed and interpreted in accordance with, the laws of the State of Delaware applicable to contracts executed in and to be performed in that State. Each of the parties hereto hereby (a) irrevocably submits to the personal jurisdiction of the Delaware Court of Chancery and any state appellate court therefrom within the State of Delaware (or, if the Delaware Court of Chancery declines to accept jurisdiction over a particular matter, any state or federal court within the State of Delaware) in the event that any dispute arises out of this Agreement or any of the transactions contemplated by this Agreement, (b) agrees that it will not attempt to deny or defeat such personal jurisdiction or venue by motion or other request for leave from any such court and (c) agrees that it will not bring any action relating to this Agreement or any of the transactions contemplated by this Agreement in any court other than the Delaware Court of Chancery and any state appellate court therefrom within the State of Delaware (or, if the Delaware Court of Chancery declines to accept jurisdiction over a particular matter, any state or federal court within the State of Delaware). **EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE EXTENT PERMITTED BY APPLICABLE LEGAL REQUIREMENTS, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT OR OTHER LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.**

(b) Counterparts. This Agreement may be executed in two or more identical counterparts, all of which shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party; provided that a facsimile, .pdf or any other electronic signature complying with the U.S. federal ESIGN Act of 2000 (e.g., www.docusign.com) shall be considered due execution and shall be binding upon the signatory thereto with the same force and effect as if the signature were an original, not a facsimile, .pdf or other electronic signature.

(c) Headings. The headings of this Agreement are for convenience of reference and shall not form part of, or affect the interpretation of, this Agreement.

(d) Severability. If any provision of this Agreement is prohibited by law or otherwise determined to be invalid or unenforceable by a court of competent jurisdiction, the provision that would otherwise be prohibited, invalid or unenforceable shall be deemed amended to apply to the broadest extent that it would be valid and enforceable, and the invalidity or unenforceability of such provision shall not affect the validity of the remaining provisions of this Agreement so long as this Agreement as so modified continues to express, without material change, the original intentions of the parties as to the subject matter hereof and the prohibited nature, invalidity or unenforceability of the provision(s) in question does not substantially impair the respective expectations or reciprocal obligations of the parties or the practical realization of the benefits that would otherwise be conferred upon the parties. The parties will endeavor in good faith negotiations to replace the prohibited, invalid or unenforceable provision(s) with a valid provision(s), the effect of which comes as close as possible to that of the prohibited, invalid or unenforceable provision(s).

(e) Entire Agreement; Amendments. This Agreement and the other Transaction Documents supersede all other prior oral or written agreements between NeuBase, its affiliates and Persons acting on their behalf, on the one hand, and the Buyers, their affiliates and Persons acting on their behalf, on the other hand, with respect to the matters discussed herein, and this Agreement, the other Transaction Documents and the instruments referenced herein and therein contain the entire understanding of the parties with respect to the matters covered herein and therein and, except as specifically set forth herein or therein, neither NeuBase nor any Buyer makes any representation, warranty, covenant or undertaking with respect to such matters. No provision of this Agreement may be amended other than by an instrument in writing signed by NeuBase and the holders of at least a majority of the aggregate amount of Common Shares issued hereunder, and any amendment to this Agreement made in conformity with the provisions of this Section 8(e) shall be binding on all Buyers and holders of Common Shares and NeuBase;provided, that any such amendment or waiver that complies with the foregoing but that disproportionately, materially and adversely affects the rights and obligations of any Buyer relative to the comparable rights and obligations of the other Buyers shall require the prior written consent of such adversely affected Buyer (for the avoidance of doubt, participation by any Buyer in an unrelated financing by NeuBase shall not be deemed to disproportionately affect the Buyers who do not participate in such financing). No provisions hereto may be waived other than by an instrument in writing signed by the party against whom enforcement is sought. No such amendment shall be effective to the extent that it applies to less than all of the Buyers or holders of the applicable Common Shares then outstanding. No consideration shall be offered or paid to any Person to amend or consent to a waiver or modification of any provision of any of the Transaction Documents unless the same consideration (other than the reimbursement of legal fees) also is offered to all of the parties to the Transaction Documents and holders of Common Shares, as the case may be.

(f) Notices. Any notices, consents, waivers or other communications required or permitted to be given under the terms of this Agreement or any of the other Transaction Documents must be in writing and will be deemed to have been delivered: (i) upon receipt, when delivered personally; (ii) upon delivery by electronic mail; (iii) upon delivery, when sent by electronic mail (provided, that the sending party does not receive an automated rejection notice); or (iv) one (1) Business Day after deposit with an overnight courier service, in each case properly addressed to the party to receive the same. The addresses and e-mail addresses for such communications shall be:

If to NeuBase:

NeuBase Therapeutics, Inc.
700 Technology Drive
Pittsburgh, PA 15219
Telephone: (646) 450-1790
Attention: Dr. Dietrich Stephan
E-mail: dstephan@neubasetherapeutics.com

With a copy (for informational purposes only) to:

Paul Hastings LLP
1117 S. California Avenue
Palo Alto, CA 94304
Telephone: (650) 320-1804
Facsimile: (650) 320-1904
E-mail: jeffhartlin@paulhastings.com
Attention: Jeffrey T. Hartlin

If to a Buyer, to its address, facsimile number and e-mail address set forth on the Schedule of Buyers attached hereto, with copies to such Buyer's representatives as set forth on the Schedule of Buyers attached hereto, or to such other address and/or e-mail address and/or to the attention of such other Person as the recipient party has specified by written notice given to each other party five (5) calendar days prior to the effectiveness of such change. Written confirmation of receipt (A) given by the recipient of such notice, consent, waiver or other communication, (B) mechanically or electronically generated by the sender's e-mail containing the time and date or (C) provided by an overnight courier service shall be rebuttable evidence of personal service, receipt by facsimile or receipt from an overnight courier service in accordance with clause (i), (ii) or (iii) above, respectively.

(g) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns, including any purchasers of the Common Shares. NeuBase shall not assign this Agreement or any rights or obligations hereunder without the prior written consent of the Buyers (other than by merger, consolidation or to an entity which acquires NeuBase, including by way of acquiring all or substantially all of NeuBase's assets). No Buyer may assign this Agreement or any rights or obligations hereunder without the prior written consent of NeuBase.

(h) Third Party Beneficiaries. This Agreement is intended for the benefit of the parties hereto and their respective permitted successors and assigns, and is not for the benefit of, nor may any provision hereof be enforced by, any other Person.

(i) Survival. Unless this Agreement is terminated under Section 7, the representations and warranties of the Buyers and NeuBase contained in Section 2 and Section 3, respectively, and the agreements and covenants set forth in Section 4 and this Section 8 shall survive the Closing. NeuBase and each Buyer shall be responsible only for its own representations, warranties, agreements and covenants hereunder.

(j) Further Assurances. Each party shall do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, certificates, instruments and documents, as any other party may reasonably request in order to carry out the intent and accomplish the purposes of this Agreement and the consummation of the transactions contemplated hereby.

(k) No Strict Construction. The language used in this Agreement will be deemed to be the language chosen by the parties to express their mutual intent, and no rules of strict construction will be applied against any party.

(l) Remedies. Each Buyer and each holder of the Common Shares shall have all rights and remedies set forth in the Transaction Documents and all rights and remedies which such holders have been granted at any time under any other agreement or contract and all of the rights which such holders have under any law. The parties agree that irreparable damage may occur in the event that any of the provisions of the Transaction Documents were not performed in accordance with their specific terms or were otherwise breached and that monetary damages may not be adequate compensation for any loss incurred by the Buyers or NeuBase by reason of any breach of any such provisions.

(m) Independent Nature of Buyers' Obligations and Rights. The obligations of each Buyer under any Transaction Document are several and not joint with the obligations of any other Buyer, and no Buyer shall be responsible in any way for the performance of the obligations of any other Buyer under any Transaction Document. Nothing contained herein or in any other Transaction Document, and no action taken by any Buyer pursuant hereto or thereto, shall be deemed to constitute the Buyers as, and NeuBase acknowledges that the Buyers do not so constitute, a partnership, an association, a joint venture or any other kind of entity, or create a presumption that the Buyers are in any way acting in concert or as a group, and NeuBase shall not assert any such claim with respect to such obligations or the transactions contemplated by the Transaction Documents and NeuBase acknowledges that the Buyers are not acting in concert or as a group with respect to such obligations or the transactions contemplated by the Transaction Documents. NeuBase acknowledges and each Buyer confirms that it has independently participated in the negotiation of the transaction contemplated hereby with the advice of its own counsel and advisors. Each Buyer shall be entitled to independently protect and enforce its rights, including, without limitation, the rights arising out of this Agreement or out of any other Transaction Documents, and it shall not be necessary for any other Buyer to be joined as an additional party in any proceeding for such purpose.

(n) Waiver of Conflicts. Each Buyer acknowledges that: (a) it has read this Agreement; (b) it has been represented in the preparation, negotiation and execution of this Agreement by legal counsel of its own choice or has voluntarily declined to seek such counsel; and (c) it understands the terms and consequences of this Agreement and is fully aware of the legal and binding effect of this Agreement. Each Buyer understands that NeuBase has been represented in the preparation, negotiation and execution of this Agreement by Paul Hastings LLP and that Paul Hastings LLP now or may in the future represent one or more Buyers or their affiliates in matters unrelated to the transactions contemplated by this Agreement, including the representation of such Buyers or their affiliates in matters of a nature similar to those contemplated by this Agreement. NeuBase and each Buyer hereby acknowledge that they have had an opportunity to ask for and have obtained information relevant to such representation, including disclosure of the reasonably foreseeable adverse consequences of such representation, and hereby waives any conflict arising out of such representation solely with respect to the matters contemplated by this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, each Buyer and NeuBase have caused their respective signature pages to this Common Stock Purchase Agreement to be duly executed as of the date first written above.

NEUBASE THERAPEUTICS, INC.

By: /s/ Dietrich A. Stephan
Name: Dietrich A. Stephan
Title: Chief Executive Officer

BUYER:

Greenlight Capital Qualified, LP

By: /s/ Barrett Brown / Daniel Roitman
Name: Barrett Brown / Daniel Roitman
Title: CFO / COO

Greenlight Capital, LP

By: /s/ Barrett Brown / Daniel Roitman
Name: Barrett Brown / Daniel Roitman
Title: CFO / COO

Greenlight Capital Offshore Partners

By: /s/ Barrett Brown / Daniel Roitman
Name: Barrett Brown / Daniel Roitman
Title: CFO / COO

Greenlight Capital Investors LP

By: /s/ Barrett Brown / Daniel Roitman
Name: Barrett Brown / Daniel Roitman
Title: CFO / COO

Greenlight Capital Offshore Master Ltd

By: /s/ Barrett Brown / Daniel Roitman
Name: Barrett Brown / Daniel Roitman
Title: CFO / COO

SCHEDULE OF BUYERS

(1)	(2)	(3)	(4)
Buyer	**Address**	**Number of Common Shares**	**Purchase Price**
Greenlight Capital Qualified, LP ("GCQP")	**c/o Greenlight Capital, Inc. 140 East 45th Street, 24th Floor New York, New York 10017 Attention: Chief Operating Officer**	**352,937**	**$1,147,045.25**
Greenlight Capital, LP ("GCLP")	**c/o Greenlight Capital, Inc. 140 East 45th Street, 24th Floor New York, New York 10017 Attention: Chief Operating Officer**	**64,932**	**$211,029.00**
Greenlight Capital Offshore Partners ("GCOP")	**c/o Greenlight Capital, Inc. 140 East 45th Street, 24th Floor New York, New York 10017 Attention: Chief Operating Officer**	**539,462**	**$1,753,251.50**
Greenlight Capital Investors LP ("GCIP")	**c/o Greenlight Capital, Inc. 140 East 45th Street, 24th Floor New York, New York 10017 Attention: Chief Operating Officer**	**275,542**	**$895,511.50**
Greenlight Capital Offshore Master Ltd ("GCOM")	**c/o Greenlight Capital, Inc. 140 East 45th Street, 24th Floor New York, New York 10017 Attention: Chief Operating Officer**	**305,589**	**$993,164.25**
TOTAL		**1,538,462**	**$5,000,002**

EXHIBITS

Exhibit A	Form of Secretary's Certificate
Exhibit B	Form of Officer's Certificate
Exhibit C	Schedule of Exceptions

EXHIBIT A

Form of Secretary's Certificate

[See attached]

EXHIBIT A

NEUBASE THERAPEUTICS, INC.

SECRETARY'S CERTIFICATE

The undersigned hereby certifies that he is the duly elected, qualified and acting President, Chief Executive Officer and Secretary of NeuBase Therapeutics, Inc., a Delaware corporation (the "**Company**"), and that as such he is authorized to execute and deliver this certificate in the name and on behalf of the Company and in connection with the Common Stock Purchase Agreement, dated as of July 12, 2019, by and among the Company and the investors listed on the Schedule of Buyers attached thereto (as may be amended or restated from time to time, the "**Purchase Agreement**"), and further certifies in his official capacity, in the name and on behalf of the Company, the items set forth below. Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Purchase Agreement.

1. Attached hereto as Exhibit A are true, correct and complete copy of the unanimous written consent of the Board of Directors of the Company, dated July 12, 2019. The resolutions contained in Exhibit A have not in any way been amended, modified, revoked or rescinded, have been in full force and effect since their adoption to and including the date hereof and are now in full force and effect.

2. Attached hereto as Exhibit B is a true, correct and complete copy of the Certificate of Incorporation, together with any and all amendments thereto, and no action has been taken to further amend, modify or repeal such Certificate of Incorporation, the same being in full force and effect in the attached form as of the date hereof.

3. Attached hereto as Exhibit C is a true, correct and complete copy of the Bylaws and any and all amendments thereto, and no action has been taken to further amend, modify or repeal such Bylaws, the same being in full force and effect in the attached form as of the date hereof.

4. Each person listed below has been duly elected or appointed to the position(s) indicated opposite his name and is duly authorized to sign the Purchase Agreement and each of the Transaction Documents on behalf of the Company, and the signature appearing opposite such person's name below is such person's genuine signature.

Name	**Position**	**Signature**
Dietrich A. Stephan, Ph.D.	President, Chief Executive Officer and Secretary	_____

IN WITNESS WHEREOF, the undersigned has hereunto set his hand as of this _____ day of July, 2019.

Dietrich A. Stephan, Ph.D.
Secretary

I, Dietrich A. Stephan, Ph.D., Chief Executive Officer, hereby certify that Dr. Dietrich A. Stephan, Ph.D. is the duly elected, qualified and acting Secretary of the Company and that the signature set forth above is his true signature.

Dietrich A. Stephan, Ph.D.
Chief Executive Officer

EXHIBIT A

Resolutions

Exhibit A to Secretary's Certificate

(See Attached)

Exhibit A

EXHIBIT A

Certificate of Incorporation

Exhibit B to Secretary's Certificate

(See Attached)

Exhibit A

EXHIBIT A

Bylaws

Exhibit C to Secretary's Certificate

(See Attached)

Exhibit A

EXHIBIT B

Form of Officer's Certificate

[See attached]

EXHIBIT B

NEUBASE THERAPEUTICS, INC.

OFFICER'S CERTIFICATE

The undersigned Chief Executive Officer of NeuBase Therapeutics, Inc., a Delaware corporation (the "**Company**"), hereby represents, warrants and certifies to the Buyers (as defined below), pursuant to Section 6(iv) of the Purchase Agreement (as defined below), as follows:

1. The representations and warranties of the Company set forth in Section 3 of the Common Stock Purchase Agreement, dated as of July 12, 2019 (as may be amended or restated from time to time, the "**Purchase Agreement**"), by and among the Company and the investors identified on the Schedule of Buyers attached to the Purchase Agreement (the "**Buyers**"), are true and correct in all respects as of the date when made and as of the date hereof (except for representations and warranties that speak as of a specific date, which are true and correct as of such specified date).

2. The Company has performed, satisfied and complied in all respects with the covenants, agreements and conditions required by the Transaction Documents (as defined in the Purchase Agreement) to be performed, satisfied and complied with by the Company as of the date hereof.

Capitalized terms used but not otherwise defined herein shall have the meaning set forth in the Purchase Agreement.

IN WITNESS WHEREOF, the undersigned has executed this certificate this _____ day of July, 2019.

By: _____
Name: Dietrich A. Stephan, Ph.D.
Title: President, Chief Executive Officer and Secretary

EXHIBIT C

Schedule of Exceptions

[See attached]

SCHEDULE OF EXCEPTIONS
TO
COMMON STOCK PURCHASE AGREEMENT

This Schedule of Exceptions, dated as of July 12, 2019 (this "Disclosure Schedule"), relates to the Common Stock Purchase Agreement, dated as of July 12, 2019 (the "Agreement"), by and among NeuBase Therapeutics, Inc., and each of the investors listed on the Schedule of Buyers attached to the Agreement. All capitalized terms used but not otherwise defined in this Disclosure Schedule have the meanings set forth in the Agreement, unless otherwise indicated.

For purposes of this Disclosure Schedule, the "Company" means NeuBase Therapeutics, Inc. (previously named Ohr Pharmaceutical, Inc.), a Delaware corporation with shares of common stock registered with the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended, after giving effect to the merger (the "Merger") of Ohr Acquisition Corp., a Delaware corporation and a wholly-owned subsidiary of the Company, with and into NeuBase Therapeutics, Inc., a privately-held Delaware corporation that became a wholly owned subsidiary of the Company pursuant to such merger ("NeuBase Subsidiary"). The Company was renamed from "Ohr Pharmaceutical, Inc." to "NeuBase Therapeutics, Inc." in connection with the Merger.

This Disclosure Schedule is subject to the following terms and conditions:

1. The parties agree that any reference in a particular Section of this Disclosure Schedule shall be deemed to be an exception to (or, as applicable, a disclosure for purposes of) the representations and warranties (or covenants, as applicable) of Company that are contained in the corresponding Section of the Agreement and any other representations and warranties of such party that is contained in the Agreement to which the relevance of such item thereto is reasonably apparent on its face.

2. Company has or may have set forth information in this Disclosure Schedule in a Section hereof that corresponds to the Section of the Agreement to which it relates. The fact that any item of information is disclosed in this Disclosure Schedule shall not be construed to mean that such information is required to be disclosed by the Agreement.

3. The mere inclusion of an item by Company in this Disclosure Schedule as an exception to (or, as applicable, a disclosure for purposes of) a representation or warranty shall not be deemed an admission that (a) such item represents a material exception or material fact, event or circumstance or that such item has had or would reasonably be expected to have, with respect to Company, a Material Adverse Effect, or (b) such information (or any non-disclosed information of comparable or greater significance) is required to be disclosed by the terms of the Agreement or is material to the business, results of operations or financial condition of Company.

4. The introductory language and headings to each Section of this Disclosure Schedule are inserted for convenience only and shall not affect in any way the meaning or interpretation of the Agreement.

5. Any summary or description of any law, regulation, contract, agreement, plan, document or other disclosure item contained in this Disclosure Schedule, including any term or provision of the Agreement, is for convenience only and does not purport to be a complete statement of the material terms of such law, regulation, contract, agreement, plan, document or other disclosure item, and any such summary or description is qualified in its entirety by the actual language, terms and provisions of such law, regulation, contract, agreement, plan, document or other disclosure item.

Part 3(b)

Authorization; Enforcement; Validity

None.

Part 3(c)

Issuance of Common Shares

None.

Part 3(d)

No Conflicts

None.

Part 3(e)
Consents

None.

Part 3(l)
Absence of Certain Changes

Part 3(l)(i)

None.

Part 3(l)(ii)

1. Pursuant to the CMU License Agreement, NeuBase Subsidiary issued an aggregate of 820,000 shares of Common Stock to Carnegie Mellon University, which shares were exchanged for Company shares of common stock pursuant to the Merger.

2. Pursuant to the Merger, NeuBase Subsidiary became a wholly-owned subsidiary of the Company.

Part 3(n)
Conduct of Business; Regulatory Permits

None.

Part 3(p)
Transactions with Affiliates

1. Restricted Stock Purchase Agreement, by and between NeuBase Subsidiary and Dietrich A. Stephan dated as of September 6, 2018, as amended by that certain Amendment to Restricted Stock Purchase Agreement, dated December 26, 2018.

2. Agreement to be Bound, by and between NeuBase Subsidiary and Lipizzaner LLC, dated as of December 26, 2018, pursuant to which Lipizzaner LLC agreed to be bound to that certain Restricted Stock Purchase Agreement, by and between NeuBase Subsidiary and Dietrich Stephan, dated as of September 6, 2018.

3. Executive Employment Agreement, by and between NeuBase Subsidiary and Dietrich Stephan, dated as of December 22, 2018, effective as of August 28, 2018.

4. Stock Option Agreement, by and between NeuBase Subsidiary and Dietrich Stephan, dated December 31, 2018.

5. Indemnification Agreement, by and between NeuBase Subsidiary and Dietrich Stephan, dated as of August 28, 2018.

6. Restricted Stock Purchase Agreement, by and between NeuBase Subsidiary and Shivaji Thadke dated as of September 6, 2018, as amended by that certain Amendment to Restricted Stock Purchase Agreement, dated December 22, 2018.

7. Indemnification Agreement, by and between NeuBase Subsidiary and Shivaji Thadke, dated as of August 28, 2018.

Part 3(r)

Indebtedness and Other Contracts

The CMU License Agreement.

Part 3(s)

Absence of Litigation

1. On March 20, 2019, a putative class action lawsuit was filed in the United States District Court for District of Delaware asserting similar claims under Section 14(a) and Section 20(a) and naming as defendants the Company, NeuBase Subsidiary and Ohr Acquisition Corp., captioned *Wheby v. Ohr Pharmaceutical, Inc., et al.*, Case No. 1:19-cv-00541-UNA.

Part 3(v)

Intellectual Property Rights

None.

Part 3(gg)

Disclosure Controls

The consummation of the Merger may affect the ongoing disclosure controls and internal control over financial reporting of the Company, primarily as a result of changes in the human resources of the Company.

Exhibit 10.2

NEUBASE THERAPEUTICS, INC.
REGISTRATION RIGHTS AGREEMENT

This **REGISTRATION RIGHTS AGREEMENT** (this "***Agreement***") is made as of July 12, 2019, by and among NeuBase Therapeutics, Inc., a Delaware corporation (the "***Company***"), and the purchasers identified on **Schedule A** hereto (each, a "***Purchaser***" and collectively, the "***Purchasers***") and such other Persons, if any, from time to time, that become a party hereto as holders of Registrable Securities (as defined below).

RECITALS

WHEREAS, pursuant to the Purchase Agreement (as defined below), concurrently with the execution of this Agreement, on the Closing Date (as defined in the Purchase Agreement), the Company will issue to each Purchaser shares of Common Stock (as defined below) as is set forth in the Purchase Agreement (each, a "***Share***" and collectively, the "***Shares***"); and

WHEREAS, in connection with the execution and delivery of the Purchase Agreement and the consummation of the transactions contemplated thereby, the Company has agreed to grant the Holders (as defined below) certain registration rights as set forth below.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, and other consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE I
Definitions

1.1 Definitions. Unless otherwise defined herein, capitalized terms used in this Agreement have the meanings ascribed to them in the Common Stock Purchase Agreement. As used in this Agreement, the following terms shall have the meanings set forth below:

(a) "***Additional Shares***" means any restricted shares and any shares of Common Stock issued to the Purchasers pursuant to a stock split, stock dividend or other distribution with respect to, or in exchange or in replacement of, the Shares, or in connection with a combination of shares, distribution, recapitalization, merger, consolidation, other reorganization or other similar event, whether or not such acquisition has actually been effected.

(b) "***Affiliate***" means with respect to any specified Person, any other Person who or which, directly or indirectly, controls, is controlled by, or is under common control with such specified Person, including, without limitation, any general partner, limited partner, member, officer, director or manager of such Person and any venture capital or private equity fund now or hereafter existing that is controlled by one or more general partners or managing members of, or shares the same management company with, such Person. For purposes of this definition, the terms "***controls***," "***controlled by***," or "***under common control with***" means the possession, direct or indirect, of power to direct or cause the direction of management or policies (whether through ownership of voting securities, by contract or otherwise).

(c) "***Agreement***" has the meaning set forth in the Preamble.

(d) "***Business Day***" means any day, excluding Saturday, Sunday and any day which is a legal holiday in the City of New York or is a day on which banking institutions located in the City of New York are authorized or required by law or other governmental action to close.

(e) "***Common Stock***" means shares of the common stock of the Company, par value $0.0001 per share.

(f) "***Company***" has the meaning set forth in the Preamble.

(g) "***Company Indemnified Party***" has the meaning set forth in Section 2.6(b).

(h) "***Controlling Person***" has the meaning set forth in Section 2.6(a).

(i) "***Disclosure Package***" has the meaning set forth in Section 2.6(a).

(j) "***Exchange Act***" means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder, as the same may be amended from time to time.

(k) "***Governmental Authority***" means any domestic or foreign multinational, federal, state, provincial, municipal or local government (or any political subdivision thereof) or any domestic or foreign governmental, regulatory or administrative authority or any department, commission, board, agency, court, tribunal, judicial body or instrumentality thereof, or any other body exercising, or entitled to exercise, any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power of any nature (including any arbitral body).

(l) "***Holder***" (collectively, "***Holders***") means any Purchaser and any transferee permitted under Section 3.1, in each case, to the extent holding or beneficially owning Registrable Securities.

(m) "***Holder Indemnified Parties***" has the meaning set forth in Section 2.6(a).

(n) "***Indemnified Party***" has the meaning set forth in Section 2.6(c).

(o) "***Person***" means an individual, a limited liability company, a partnership, a joint venture, a corporation, a trust, an unincorporated organization and a government or any department or agency thereof.

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

(q) "***Piggyback Shelf Registration Statement***" has the meaning set forth in Section 2.3(a).

(r) "***Piggyback Shelf Takedown***" has the meaning set forth in Section 2.3(a).

(s) "***Prospectus***" means the prospectus or prospectuses (whether preliminary or final) included in any Registration Statement and relating to Registrable Securities, as amended or supplemented and including all material incorporated by reference in such prospectus or prospectuses.

(t) "***Purchase Agreement***" means that certain Common Stock Purchase Agreement (as may be amended, amended and restated, or supplemented from time to time), dated as of July 12, 2019, by and among the Company and the Purchasers.

(u) "***register***," "***registered***" and "***registration***" refer to a registration effected by filing with the SEC a registration statement in compliance with the Securities Act, and the declaration or ordering by the SEC of the effectiveness of such registration statement.

(v) "***Registrable Securities***" means (i) the Shares and (ii) any Additional Shares; *provided, however*, that Shares or Additional Shares shall cease to be treated as Registrable Securities on the earliest to occur of, (A) the date such security has been disposed of pursuant to an effective registration statement, (B) the date on which such security is sold pursuant to Rule 144, (C) the date on which such security ceases to be outstanding, or (D) the date on which the Holder thereof, together with its Affiliates, is able to dispose of all of its Registrable Securities without restriction or limitation pursuant to Rule 144 and without the requirement for the Company to be in compliance with Rule 144 (or any successor rule).

(w) "***Registration Expenses***" means any and all expenses incident to the Company's performance of or compliance with this Agreement, including: (i) all SEC, FINRA and other registration and filing fees, (ii) all fees and expenses associated with filings to be made with, or the listing of any Registrable Securities on, any securities exchange or over-the-counter trading market on which the Registrable Securities are to be listed or quoted, (iii) all fees and expenses with respect to filings required to be made with an exchange or any securities industry self-regulatory body, (iv) all fees and expenses of compliance with securities or "blue sky" laws (including fees and disbursements of counsel for the Company in connection therewith and reasonable fees and disbursements of counsel for the underwriters or holders of securities in connection with blue sky qualifications of the securities and determination of their eligibility for investment under the laws of such jurisdictions), (v) printing, messenger, telephone and delivery expenses of the Company (including the cost of distributing Prospectuses in preliminary and final form as well as any supplements thereto), (vi) all fees and disbursements of counsel for the Company and customary fees and expenses for independent certified public accountants retained by the Company (including the expenses of any special audits or comfort letters, or costs associated with the delivery by independent certified public accountants of a comfort letter or comfort letters), (vii) securities acts liability insurance, if the Company so desires, (viii) all internal expenses of the Company (including, all salaries and expenses of its officers and employees performing legal or accounting duties), (ix) the expense of any annual audit; (x) the fees and expenses of any Person, including special experts, retained by the Company; and (xi) all legal fees and expenses of one (1) legal counsel to the Holders, such fees and expenses not to exceed $15,000 per registration; *provided*, *however* that "***Registration Expenses***" shall not include fees and expenses in connection with an underwriting discounts, selling commissions and stock transfer taxes attributable to the sale of the Registrable Securities or (except as otherwise set forth in this Agreement) any legal fees and expenses of counsel to the Holders above $15,000 per registration and all such excluded expenses in this proviso relating to the offer and sale of Registrable Securities registered under the Securities Act pursuant to this Agreement shall be borne and paid by the holders of such Registrable Securities, in proportion to the number of Registrable Securities included in such registration for each such holder.

(x) "***Registration Statement***" means any registration statement of the Company under the Securities Act which covers any of the Registrable Securities pursuant to the provisions of this Agreement, including the Prospectus, all amendments and supplements to such Registration Statement, including post-effective amendments, all exhibits and all documents incorporated by reference in such Registration Statement.

(y) "***Rule 144***" means Rule 144 under the Securities Act.

(z) "***SEC***" means the U.S. Securities and Exchange Commission.

(aa) "***Securities Act***" means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder, as the same may be amended from time to time.

(bb) "***Shares***" has the meaning set forth in the Recitals.

(cc) "***Shelf Registration***" has the meaning set forth in Section 2.1(a).

(dd) "***Shelf Registration Statement***" has the meaning set forth in Section 2.1(a).

(ee) "***Shelf Takedown***" has the meaning set forth in Section 2.1(e).

(ff) "***Updated Disclosure Package***" has the meaning set forth in Section 2.6(a).

(gg) "***Underwritten Shelf Takedown***" has the meaning set forth in Section 2.1(e).

(hh) "***Underwritten Shelf Takedown Notice***" has the meaning set forth in Section 2.1(e).

ARTICLE II
Registration Rights

2.1 Provisions Relating to Registration.

(a) Filing. Within 90 days following the date hereof, the Company shall file with the SEC a Registration Statement on Form S-3 or the then appropriate form for an offering to be made on a delayed or continuous basis pursuant to Rule 415 under the Securities Act or any successor rule thereto (a "***Shelf Registration Statement***") pursuant to which all of the Registrable Securities shall be included (on the initial filing or by supplement or amendment thereto) to enable an offering to be made on a delayed or continuous basis pursuant to Rule 415 under the Securities Act or any successor rule thereto (a "***Shelf Registration***"). If permitted under the Securities Act, such Shelf Registration Statement shall be an "automatic shelf registration statement" as defined in Rule 405 under the Securities Act.

(b) Effectiveness. The Company shall use its best efforts to (i) cause the Shelf Registration Statement filed pursuant to Section 2.1(a) to be declared effective by the SEC or otherwise become effective under the Securities Act as soon as practicable after the filing thereof, but in no event later than that date that is five Business Days after the date the Company receives written notification from the SEC that the Shelf Registration will not be reviewed and (ii) maintain the effectiveness of such Shelf Registration Statement, including by filing any necessary post-effective amendments and Prospectus supplements and by filing one or more replacement or renewal Shelf Registration Statements upon the expiration of such Shelf Registration Statement, continuously until such time as there are no Registrable Securities remaining.

(c) Additional Registrable Securities; Additional Selling Stockholders. At any time and from time to time that a Shelf Registration Statement is effective, if a Holder of Registrable Securities requests (i) the registration under the Securities Act of additional Registrable Securities pursuant to such Shelf Registration Statement or (ii) that such Holder be added as a selling stockholder in such Shelf Registration Statement, the Company shall as promptly as practicable amend or supplement the Shelf Registration Statement to cover such additional Registrable Securities and/or Holder.

(d) Right to Effect Shelf Takedowns. Each Holder shall be entitled, at any time and from time to time when a Shelf Registration Statement is effective, to sell any or all of the Registrable Securities covered by such Shelf Registration Statement (a "***Shelf Takedown***"). A Holder shall give the Company prompt written notice of the consummation of a Shelf Takedown.

(e) Underwritten Shelf Takedowns. Any Holder or Holders intending to effect a Shelf Takedown shall be entitled to request, by written notice to the Company (an "***Underwritten Shelf Takedown Notice***"), that the Shelf Takedown be an underwritten offering (an "***Underwritten Shelf Takedown***"). The Underwritten Shelf Takedown Notice shall specify the number of Registrable Securities intended to be offered and sold by such Holder(s) pursuant to the Underwritten Shelf Takedown. The Company shall not be required to effect more than two Underwritten Shelf Takedowns during the term of this Agreement and shall not be required to facilitate an Underwritten Shelf Takedown unless (i) in the case of the first Underwritten Shelf Takedown, such offering is for the lesser of (a) expected aggregate gross proceeds of $5 million or (b) all of such Holder's remaining Registrable Securities and (ii) in the case of the second Underwritten Shelf Takedown, the Holder(s) requesting such Underwritten Shelf Takedown request the inclusion in such Underwritten Shelf Takedown of all of its or their remaining Registrable Securities.

(f) Selection of Underwriters. The Holder(s) requesting an Underwritten Shelf Takedown shall have the right to select the investment banking firm(s) and manager(s) to administer such Underwritten Shelf Takedown, subject to the approval of the Company (which approval shall not be unreasonably withheld, conditioned or delayed).

2.2 Provisions Relating to Registration.

(a) If and whenever the Company is required to effect the registration of any Registrable Securities pursuant to this Agreement, the Company shall use reasonable best efforts to effect and facilitate the registration, offering and sale of such Registrable Securities in accordance with the intended method of disposition thereof as soon as reasonably practicable (but no later than forty-five (45) days from the date hereof (the "***Filing Deadline***")), and, pursuant thereto, the Company shall, as applicable:

(i) prepare and file with the SEC a Registration Statement with respect to such Registrable Securities, make all required filings required in connection therewith and (if the Registration Statement is not automatically effective upon filing) use reasonable best efforts to cause such Registration Statement to become effective as soon as reasonably practicable if the SEC notifies the Company that it will not review such Registration Statement (the "***Effectiveness Deadline***"); provided, that the Effectiveness Deadline shall be extended to one hundred twenty (120) days after the Filing Deadline if such Registration Statement is reviewed by, and receives comments from, the Commission;

(ii) furnish to each Holder participating in the registration, without charge, such number of copies of the Prospectus included in such Registration Statement (including each preliminary Prospectus) and any supplement thereto (in each case including all exhibits thereto and all documents incorporated by reference therein) and such other documents as such Holder may reasonably request, including in order to facilitate the disposition of the Registrable Securities owned by such Holder;

(iii) use reasonable best efforts to register or qualify such Registrable Securities under such other securities or blue sky laws of such U.S. jurisdiction(s) as any Holder participating in the registration or any managing underwriter reasonably requests and do any and all other acts and things that may be necessary or reasonably advisable to enable such Holder and each underwriter, if any, to consummate the disposition of such Holder's Registrable Securities in such jurisdiction(s); *provided*, that the Company shall not be required to qualify generally to do business, subject itself to taxation or consent to general service of process in any jurisdiction where it would not otherwise be required to do so but for its obligations pursuant to this Section 2.3(a)(iii);

(iv) use reasonable best efforts to cause all Registrable Securities covered by any Registration Statement to be registered with or approved by such other Governmental Authorities or self-regulatory bodies as may be necessary or reasonably advisable in light of the business and operations of the Company to enable each Holder participating in the registration to consummate the disposition of such Registrable Securities in accordance with the intended method or methods of disposition thereof;

(v) notwithstanding any other provisions of this Agreement to the contrary, cause (A) any Registration Statement (as of the effective date of the Registration Statement), any amendment thereof (as of the effective date thereof) or supplement thereto (as of its date), (1) to comply in all material respects with the applicable requirements of the Securities Act and the rules and regulations of the SEC and (2) not to contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein not misleading and (B) any related Prospectus, preliminary Prospectus and any amendment thereof or supplement thereto (as of its date), (1) to comply in all material respects with the applicable requirements of the Securities Act and the rules and regulations of the SEC, and (2) not to contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; *provided, however*, that the Company shall have no such obligations or liabilities with respect to any written information pertaining to a Holder and furnished to the Company by or on behalf of such Holder specifically for inclusion therein; *provided further*, that each Holder of Registrable Securities, upon receipt of any notice from the Company of any event of the kind described in this Section 2.3(a)(v), shall forthwith discontinue disposition of Registrable Securities pursuant to the Registration Statement covering such Registrable Securities until such holder is advised in writing by the Company that the use of the Prospectus may be resumed and is furnished with a supplemented or amended Prospectus as contemplated by this Section 2.3(a)(v), and if so directed by the Company, such Holder shall deliver to the Company all copies, other than permanent file copies then in such holder's possession, of the Prospectus covering such Registrable Securities at the time of receipt of such notice;

(vi) notify the Holders and the managing underwriters of any underwritten offering: (A) when the Registration Statement, any pre-effective amendment thereto, the Prospectus or any Prospectus supplement or any post-effective amendment thereto has been filed with the SEC and when the Registration Statement or any post-effective amendment thereto has become effective, (B) of any oral or written comments by the SEC or of any request by the SEC for amendments or supplements to the Registration Statement or the Prospectus included therein or for any additional information regarding such Holder, (C) of the issuance by the SEC of any stop order suspending the effectiveness of such Registration Statement or the initiation or threatening of any proceedings for that purpose and of any other action, event or failure to act that would cause the Registration Statement not to remain effective and (D) of the receipt by the Company of any notification with respect to the suspension of the qualification or exemption from qualification of any Registrable Securities for sale under the applicable securities or blue sky laws of any jurisdiction or the initiation of any proceeding for such purpose;

(vii) in the event of 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 suspension of the qualification or exemption from qualification of any Registrable Securities for sale in any jurisdiction, use reasonable best efforts to obtain the withdrawal or lifting of any such order or suspension;

(viii) not file or make any amendment to any Registration Statement with respect to any Registrable Securities, or any amendment of or supplement to the Prospectus used in connection therewith, that refers to any Holder covered thereby by name or otherwise identifies such Holder as the holder of any securities of the Company without the consent of such Holder (which consent shall not be unreasonably withheld, conditioned or delayed), unless and to the extent such disclosure is required by law; *provided*, that (A) each Holder shall furnish to the Company in writing such information regarding itself and the distribution proposed by it as the Company may reasonably request for use in connection with a Registration Statement or Prospectus and (B) each Holder agrees to notify the Company as promptly as practicable of any inaccuracy or change in information previously furnished to the Company by such Holder or of the occurrence of any event that would cause the Prospectus included in such Registration Statement to contain an untrue statement of a material fact regarding such Holder or the distribution of such Registrable Securities or to omit to state any material fact regarding such Holder or the distribution of such Registrable Securities required to be stated therein or necessary to make the statements made therein not misleading in light of the circumstances under which they were made and to furnish to the Company, as promptly as practicable, any additional information required to correct and update the information previously furnished by such Holder such that such Prospectus shall not contain any untrue statement of a material fact regarding such Holder or the distribution of such Registrable Securities or omit to state a material fact regarding such Holder or the distribution of such Registrable Securities necessary to make the statements therein not misleading in light of the circumstances under which they were made; *provided further*, that each Holder of Registrable Securities, upon receipt of any notice from the Company of any event of the kind described in this Section 2.3(a)(viii) shall forthwith discontinue disposition of Registrable Securities pursuant to the Registration Statement covering such Registrable Securities until such holder is advised in writing by the Company that the use of the Prospectus may be resumed and is furnished with a supplemented or amended Prospectus as contemplated by this Section 2.3(a)(viii), and if so directed by the Company, such Holder shall deliver to the Company all copies, other than permanent file copies then in such holder's possession, of the Prospectus covering such Registrable Securities at the time of receipt of such notice;

(ix) cause such Registrable Securities to be listed on each securities exchange on which the Common Stock is then listed or, if the Common Stock is not then listed on any securities exchange, use reasonable best efforts to cause such Registrable Securities to be listed on a national securities exchange selected by the Company;

(x) provide a transfer agent and registrar (which may be the same Person) for all such Registrable Securities not later than the effective date of such Registration Statement;

(xi) make available upon reasonable notice and during normal business hours for inspection by any Holder participating in the registration, any underwriter participating in any underwritten offering pursuant to such Registration Statement and any attorney, accountant or other agent retained by any such Holder or underwriter, all pertinent corporate documents, financial and other records relating to the Company and its business reasonably requested by such Holder or underwriter as shall be reasonably necessary to enable them to exercise their due diligence responsibility, cause the Company's officers, directors, employees and independent accountants to supply all information reasonably requested by any such Holder, underwriter, attorney, accountant or agent in connection with such registration or offering and make senior management of the Company and the Company's independent accountants reasonably available for customary due diligence and drafting sessions; *provided*, that, unless the disclosure of such information is necessary to avoid or correct a misstatement or omission in the Registration Statement or the release of such information is ordered pursuant to a subpoena or other order from a court of competent jurisdiction, the Company shall not be required to provide any information under this Section 2.3(a)(xi) if (i) the Company believes, after consultation with counsel for the Company, that to do so would cause the Company to forfeit an attorney-client privilege that was applicable to such information or (ii) either (A) the Company has requested and been granted from the SEC confidential treatment of such information contained in any filing with the SEC or documents provided supplementally or otherwise or (B) the Company reasonably determines in good faith that such information is confidential and so notifies the Holder or underwriter their representatives, as applicable, in writing, unless prior to furnishing any such information with respect to clause (ii) such Holder of Registrable Securities requesting such information agrees to enter into a confidentiality agreement in customary form and subject to customary exceptions; *provided further*, that any Person gaining access to information or personnel of the Company pursuant to thisSection 2.3(a)(xi) shall (A) reasonably cooperate with the Company to limit any resulting disruption to the Company's business and (B) protect the confidentiality of any information regarding the Company which the Company determines in good faith to be confidential and of which determination such Person is notified, unless such information (1) is or becomes known to the public without a breach of this Agreement, (2) is or becomes available to such Person on a non-confidential basis from a source other than the Company, (3) is independently developed by such Person, (4) is requested or required by a deposition, interrogatory, request for information or documents by a Governmental Authority, subpoena or similar process or (5) is otherwise required to be disclosed by law;

(xii) otherwise use reasonable best efforts to comply with all applicable rules and regulations of the SEC, and make available to its stockholders, as soon as reasonably practicable, an earnings statement (in a form that satisfies the provisions of Section 11(a) of the Securities Act and Rule 158 under the Securities Act or any successor rule thereto) covering the period of at least 12 months beginning with the first day of the Company's first full fiscal quarter after the effective date of the applicable Registration Statement, which requirement shall be deemed satisfied if the Company timely files complete and accurate information on Forms 10-K, 10-Q and 8-K under the Exchange Act and otherwise complies with Rule 158 under the Securities Act or any successor rule thereto;

(xiii) in the case of an underwritten offering of Registrable Securities, incorporate in a supplement to the Prospectus or a post-effective amendment to the Registration Statement such information as is reasonably requested by the managing underwriter(s) or any Holder participating in such underwritten offering to be included therein, the purchase price for the securities to be paid by the underwriters and any other applicable terms of such underwritten offering, and make all required filings of such supplement or post-effective amendment;

(xiv) in the case of an underwritten offering of Registrable Securities, enter into such customary agreements (including underwriting and lock-up agreements in customary form) and take all such other customary actions as any Holder participating in such offering or the managing underwriter(s) of such offering reasonably requests in order to expedite or facilitate the disposition of such Registrable Securities;

(xv) in the case of an underwritten offering of Registrable Securities, make senior management of the Company available, to the extent requested by the managing underwriter(s), to assist in the marketing of the Registrable Securities to be sold in such underwritten offering, including the participation of such members of senior management of the Company in "road show" presentations and other customary marketing activities, including "one-on-one" meetings with prospective purchasers of the Registrable Securities to be sold in such underwritten offering, and otherwise facilitate, cooperate with, and participate in such underwritten offering and customary selling efforts related thereto, in each case to the same extent as if the Company were engaged in a primary underwritten registered offering of its Common Stock; *provided*, that the Company's obligation to make senior management available for participation in "road show" presentations shall be limited to no more than one underwritten offering during any 12-month period;

(xvi) cooperate with the Holders of the Registrable Securities to facilitate the timely preparation and delivery of certificates representing the Registrable Securities to be sold pursuant to such Registration Statement free of any restrictive legends and representing such number of shares of Common Stock and registered in such names as the Holders of the Registrable Securities may reasonably request a reasonable period of time prior to sales of Registrable Securities pursuant to such Registration Statement if such Holder delivers a legal opinion and representation letter in form reasonably satisfactory to the Company or its counsel stating that such sale is permitted; *provided*, that the Company may satisfy its obligations hereunder without issuing physical stock certificates through the use of The Depository Trust Company's Direct Registration System;

(xvii) not later than the effective date of such Registration Statement, provide a CUSIP number for all Registrable Securities covered thereby and provide the applicable transfer agent with printed certificates for the Registrable Securities in a form eligible for deposit with The Depository Trust Company; *provided*, that the Company may satisfy its obligations hereunder without issuing physical stock certificates through the use of The Depository Trust Company's Direct Registration System; and

(xviii) otherwise use reasonable best efforts to take or cause to be taken all other actions necessary or reasonably advisable to effect the registration, marketing and sale of such Registrable Securities contemplated by this Agreement.

(b) Notwithstanding anything to the contrary contained in this Agreement, the Company shall not be required to include Registrable Securities in any Registration Statement unless the Holder owning the Registrable Securities to be registered on the Registration Statement, following reasonable advance written request by the Company, furnishes to the Company, no later than seven (7) Business Days after the date on which the Company has given notice of the Company's proposed filing of the Registration Statement, an executed stockholder questionnaire in the form attached hereto as **Exhibit A**.

2.3 Piggyback Registration.

(a) Whenever the Company proposes to register the offer and sale of any shares of its Common Stock under the Securities Act (other than a registration (i) pursuant to a Registration Statement on Form S-8 (or other registration solely relating to an offering or sale to employees or directors of the Company pursuant to any employee stock plan or other employee benefit arrangement), (ii) pursuant to a Registration Statement on Form S-4 (or similar form that relates to a transaction subject to Rule 145 under the Securities Act or any successor rule thereto) or (iii) in connection with any dividend or distribution reinvestment or similar plan), whether for its own account or for the account of one or more stockholders of the Company (other than the Holders of Registrable Securities) (a "***Piggyback Registration***"), the Company shall give written notice to each Holder of Registrable Securities of its intention to effect such a registration (but in no event less than ten Business Days prior to the proposed date of filing of the applicable Registration Statement) and, subject to Sections 2.3(b) and 2.3(c), shall include in such Registration Statement and in any offering of any shares of its Common Stock to be made pursuant to such Registration Statement that number of Registrable Securities requested to be sold in such offering by such Holder for the account of such Holder, *provided*, that the Company has received a written request for inclusion therein from such Holder no later than seven (7) Business Days after the date on which the Company has given notice of the Piggyback Registration to Holders; *provided*, *further*, that the Company shall be obligated to include Registrable Securities pursuant to a Piggyback Registration only to the extent that the expected aggregate gross proceeds from the offering of such Registrable Securities constitute at least $1,000,000 or the Holder(s) requesting the inclusion of its or their Registrable Securities request such inclusion with respect to all of its or their remaining Registrable Securities. The Company may terminate or withdraw a Piggyback Registration prior to the effectiveness of such registration at any time in its sole discretion. If a Piggyback Registration is effected pursuant to a Registration Statement on Form S-3 or the then appropriate form for an offering to be made on a delayed or continuous basis pursuant to Rule 415 under the Securities Act or any successor rule thereto (a "***Piggyback Shelf Registration Statement***"), the Holders of Registrable Securities shall be notified by the Company of and shall have the right, but not the obligation, to participate in any offering pursuant to such Piggyback Shelf Registration Statement (a "***Piggyback Shelf Takedown***"), subject to the same limitations that are applicable to any other Piggyback Registration as set forth above.

(b) Priority on Primary Piggyback Registrations. If a Piggyback Registration or Piggyback Shelf Takedown is initiated as a primary underwritten offering on behalf of the Company and the managing underwriters of the offering advise the Company in writing that, in their opinion, the number of shares of its Common Stock proposed to be included in such offering, including all Registrable Securities and all other shares of its Common Stock proposed to be included in such offering, exceeds the number of shares of its Common Stock that can reasonably be expected to be sold in such offering without adversely affecting the success of the offering (including the price, timing or distribution of the securities to be sold in such offering), the Company shall include in such Piggyback Registration or Piggyback Shelf Takedown: (i) first, the shares of its Common Stock that the Company proposes to sell in such offering and (ii) second, (x) the shares of its Common Stock requested to be included therein by holders of Common Stock to whom the Company has a contractual obligation to facilitate such offering other than holders of Registrable Securities, allocated among such holders in such manner as they may agree, and (y) the Registrable Securities requested to be included therein by a Holder, allocated, in the case of this clause (y), *pro rata* among such Persons on the basis of the number of shares of its Common Stock initially proposed to be included by each such Person in such offering, up to the number of shares of its Common Stock, if any, that the managing underwriters determine can be included in the offering without reasonably being expected to adversely affect the success of the offering (including the price, timing or distribution of the securities to be offered in such offering).

(c) Priority on Secondary Piggyback Registrations. If a Piggyback Registration or a Piggyback Shelf Takedown is initiated as an underwritten offering on behalf of a holder of shares of Common Stock to whom the Company has a contractual obligation to facilitate such offering, other than Holders of Registrable Securities, and the managing underwriters of the offering advise the Company in writing that, in their opinion, the number of shares of Common Stock proposed to be included in such offering, including all Registrable Securities and all other shares of Common Stock requested to be included in such offering, exceeds the number of shares of Common Stock which can reasonably be expected to be sold in such offering without adversely affecting the success of the offering (including the price, timing or distribution of the securities to be sold in such offering), the Company shall include in such Piggyback Registration or Piggyback Shelf Takedown: (i) first, the shares of Common Stock that the Person demanding the offering pursuant to such contractual right proposes to sell in such offering and (ii) second, any shares of Common Stock proposed to be sold for the account of the Company in such offering, any Registrable Securities requested to be included in such offering by a Holder and any shares of Common Stock proposed to be included in such offering by any other Person to whom the Company has a contractual obligation to facilitate such offering, allocated, in the case of this clause (ii), *pro rata* among the Company, such Holders and such Persons on the basis of the number of shares of Common Stock initially proposed to be included by the Company, each such Holder and each such other Person in such offering, up to the number of shares of Common Stock, if any, that the managing underwriters determine can be included in the offering without reasonably being expected to adversely affect the success of the offering (including the price, timing or distribution of the securities to be offered in such offering).

(d) Selection of Underwriters. If a Piggyback Registration or Piggyback Shelf Takedown is initiated as a primary underwritten offering on behalf of the Company, the Company shall have the right to select the investment banking firm(s) to act as the managing underwriter(s) in connection with such offering.

2.4 Participation in Underwritten Offerings. No Person may participate in any underwritten offering pursuant to this Agreement unless such Person (a) agrees to sell such Person's securities on the basis provided in any underwriting arrangements in customary form approved by the Persons entitled under this Agreement to approve such arrangements and (b) completes and executes all questionnaires, powers of attorney, indemnities, underwriting agreements and other documents reasonably required under the terms of such underwriting arrangements.

2.5 Registration Expenses

(a) The Company shall bear all Registration Expenses.

(b) The obligation of the Company to bear and pay the Registration Expenses shall apply irrespective of whether a registration, once properly demanded or requested, becomes effective or is withdrawn or suspended, including one (1) request by one or more Holder(s) to withdraw any Registration Statement; *provided*, that, after such first request by one or more Holder(s), the Registration Expenses for any Registration Statement withdrawn at the request of one or more Holder(s) shall be borne by such Holder(s).

2.6 Indemnification.

(a) The Company shall, to the fullest extent permitted by law, indemnify and hold harmless each Holder, any Person who is or might be deemed to be a "controlling person" of the Holder or any of its subsidiaries within the meaning of the Securities Act or the Exchange Act (each such Person, a "***Controlling Person***") and their respective direct and indirect general and limited partners, advisory board members, directors, officers, trustees, managers, members, employees, agents, Affiliates and shareholders, and each other Person, if any, who acts on behalf or controls any such Holder or Controlling Person (collectively, the "***Holder Indemnified Parties***") from and against any losses, claims, damages, liabilities or expenses, joint or several, or any actions in respect thereof to which each Holder Indemnified Party may become subject under the Securities Act, Exchange Act, any state blue sky securities laws, any equivalent non-U.S. securities laws or otherwise, insofar as such losses, claims, damages, liabilities, expenses or actions arise out of or are based upon (i) any untrue statement or alleged untrue statement of a material fact contained in or incorporated by reference in any Registration Statement or in any amendment thereof, in each case at the time such became effective under the Securities Act, or in the preliminary Prospectus, free writing prospectus (as defined in Rule 405 under the Securities Act or any successor rule thereto) or other information that is deemed, under Rule 159 promulgated under the Securities Act to have been conveyed to purchasers of securities at the time of sale of such securities ("***Disclosure Package***"), in the Prospectus or in any amendment thereof or supplement thereto or (ii) the 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 a Disclosure Package or any Prospectus, in the light of the circumstances under which they were made) not misleading, and the Company shall reimburse, as incurred, the Holder Indemnified Parties for any legal or other expenses reasonably incurred by them in connection with investigating, defending or settling any such loss, claim, damage, liability, expense or action in respect thereof; *provided, however*, that the Company shall not be liable in any such case to the extent that such loss, claim, damage, liability, expense or action arises out of or is based upon any untrue statement or omission made or incorporated by reference in any such Registration Statement, the Disclosure Package, any Prospectus or in any amendment thereof or supplement thereto in reliance upon and in conformity with written information pertaining to a Holder and furnished to the Company by or on behalf of such Holder Indemnified Party specifically for inclusion therein; and *provided further, however*, that the Company shall not be liable in any such case to the extent that such loss, claim, damage, liability, expense or action arises out of or is based upon any untrue statement or alleged untrue statement or omission or alleged omission made in the Disclosure Package, where (A) such statement or omission had been eliminated or remedied in any subsequently filed amended prospectus or prospectus supplement (the Disclosure Package, together with such updated documents, the "***Updated Disclosure Package***"), the filing of which such Holder had been notified in accordance with the terms of this Agreement, (B) such Updated Disclosure Package was available at the time such Holder sold Registrable Securities under the Registration Statement, (C) such Updated Disclosure Package was not furnished by such Holder to the Person asserting the loss, liability, claim, damage, liability, expense or action, or an underwriter involved in the distribution of such Registrable Securities, at or prior to the time such furnishing is required by the Securities Act, (D) the Updated Disclosure Package would have cured the defect giving rise to such loss, liability, claim, damage, liability, expense or action, and (E) the Updated Disclosure Package was provided to the Holder and the Holder failed to use such Updated Disclosure Package and such failure led to the loss, liability, claim, damage, liability, expense or action. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of any Holder Indemnified Parties and shall survive the transfer of the Registrable Securities by any Holder.

(b) In connection with any registration in which a Holder of Registrable Securities is participating, each such Holder shall furnish to the Company in writing such information as the Company reasonably requests for use in connection with any such Registration Statement or Prospectus and shall to the fullest extent permitted by law, indemnify and hold harmless the Company, its directors and officers, employees, agents and any Person who is or might be deemed to be a Controlling Person (a "***Company Indemnified Party***") from and against any losses, claims, damages, liabilities or expenses or any actions in respect thereof, to which a Company Indemnified Party may become subject under the Securities Act, the Exchange Act, any state blue sky securities laws, any equivalent non-U.S. securities laws or otherwise, insofar as such losses, claims, damages, liabilities or actions arise out of or are based upon (i) any untrue statement or alleged untrue statement of a material fact contained in the Registration Statement or in any amendment thereof, in each case at the time such became effective under the Securities Act, or in any Disclosure Package, Prospectus or in any amendment thereof or supplement thereto, or (ii) the 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 the Disclosure Package or any Prospectus, in the light of the circumstances under which they were made) not misleading, but in each of clauses (i) and (ii), only to the extent that the untrue statement or omission or alleged untrue statement or omission was made in reliance upon and in conformity with written information pertaining to such Holder and furnished to the Company by or on behalf of such Holder specifically for inclusion therein, and, subject to the limitation immediately preceding this clause, shall reimburse, as incurred, the Company Indemnified Parties for any legal or other expenses reasonably incurred by them in connection with investigating, defending or settling any such loss, claim, damage, liability, expense or action in respect thereof. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of such Holder, or any such director, officer, employees, Affiliates and agents and shall survive the transfer of such Registrable Securities by such Holder, and such Holder shall reimburse the Company, and each such director, officer, employees, Affiliates and agents for any legal or other expenses reasonably incurred by them in connection with investigating, defending, or settling and such loss, claim, damage, liability, action, or proceeding. Such indemnity shall remain in full force and effect, regardless of any investigation made by or on behalf of the Company or any such director, officer, employees, Affiliates and agents and shall survive the transfer by a Holder of such Registrable Securities.

(c) Promptly after receipt by a Holder Indemnified Party or a Company Indemnified Party (each, an "***Indemnified Party***") of notice of the commencement of any action or proceeding (including a governmental investigation), such Indemnified Party will, if a claim in respect thereof is to be made against the indemnifying party under this Section 2.6, notify the indemnifying party of the commencement thereof;*provided*, that the omission to so notify the indemnifying party will not relieve the indemnifying party from liability under Sections 2.6(a) or 2.6(b) unless and to the extent it did not otherwise learn of such action and the indemnifying party has been materially prejudiced by such failure. In case any such action is brought against any Indemnified Party, and it notifies the indemnifying party of the commencement thereof, the indemnifying party will be entitled to participate therein and, to the extent that it may wish, jointly with any other indemnifying party similarly notified, to assume the defense thereof at the indemnifying party's expense, with counsel reasonably satisfactory to such Indemnified Party (who shall not, except with the consent of the Indemnified Party, be counsel to the indemnifying party); *provided*, that any Indemnified Party shall continue to be entitled to participate in the defense of such claim or action, with counsel of its own choice, but the indemnifying party shall not be obligated to reimburse such Indemnified Party for any fees, costs and expenses subsequently incurred by the Indemnified Party in connection with such defense unless (i) the indemnifying party has agreed in writing to pay such fees, costs and expenses, (ii) the indemnifying party has failed to assume the defense of such claim or action within a reasonable time after receipt of notice of such claim or action, (iii) having assumed the defense of such claim or action, the indemnifying party fails to employ counsel reasonably acceptable to the Indemnified Party or to pursue the defense of such claim or action in a reasonably vigorous manner, (iv) the use of counsel chosen by the indemnifying party to represent the Indemnified Party would present such counsel with a conflict of interest or (v) the Indemnified Party has reasonably concluded that there may be one or more legal or equitable defenses available to it and/or other any other Indemnified Party which are different from or additional to those available to the indemnifying party. In no event shall the indemnifying party be liable for the fees and expenses of more than one counsel (together with appropriate local counsel) at any time for any Indemnified Party in connection with any one action or separate but substantially similar or related actions arising in the same jurisdiction out of the same general allegations or circumstances. An indemnifying party shall not be liable for any settlement of any action or claim referred to in this Section 2.6 effected without its written consent.

(d) If the indemnification provided for in this Section 2.6 is unavailable or insufficient to hold harmless an Indemnified Party under Sections 2.6(a) or 2.6(b), then each indemnifying party shall contribute to the amount paid or payable by such Indemnified Party as a result of the losses, claims, damages or liabilities (or actions in respect thereof) referred to in Sections 2.6(a) or 2.6(b) in such proportion as is appropriate to reflect the relative fault of the indemnifying party or parties on the one hand and the Indemnified Party on the other in connection with the statements or omissions that resulted in such losses, claims, damages or liabilities (or actions in respect thereof) as well as any other relevant equitable considerations. The relative fault of the parties shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Company on the one hand or a Holder or Holder Indemnified Party, as the case may be, on the other, and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The amount paid by an Indemnified Party as a result of the losses, claims, damages or liabilities referred to in the first sentence of this Section 2.6 shall be deemed to include any legal or other expenses reasonably incurred by such Indemnified Party in connection with investigating or defending any action or claim that is the subject of this Section 2.6(c). The parties agree that it would not be just and equitable if contributions were determined by *pro rata* allocation (even if a Holder was treated as one Person for such purpose) or any other method of allocation that does not take account of the equitable considerations referred to above. 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.

2.7 Lockup2.8. Each holder of Registrable Securities agrees that in connection with any registered offering of the Common Stock or other equity securities of the Company, and upon the request of the managing underwriter in such offering, such holder shall not, without the prior written consent of such managing underwriter, during the 20 days prior to the effective date of such registration and ending on the date specified by such managing underwriter (such period not to exceed 90 days), (a) offer, pledge, sell, contract to sell, grant any option or contract to purchase, purchase any option or contract to sell, hedge the beneficial ownership of or otherwise dispose of, directly or indirectly, any shares of Common Stock or any securities convertible into, exercisable for or exchangeable for shares of Common Stock held immediately before the effectiveness of the Registration Statement for such offering, or (b) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of such securities, whether any such transaction described in clause (a) or (b) above is to be settled by delivery of Common Stock or such other securities, in cash or otherwise. The foregoing provisions of this Section 2.7 shall not apply to sales of Registrable Securities to be included in such offering pursuant to Section 2.1 or Section 2.3(a), and shall be applicable to the holders of Registrable Securities only if all officers and directors of the Company and all stockholders owning more than 5% of the Company's outstanding Common Stock are subject to the same restrictions. Each holder of Registrable Securities agrees to execute and deliver such other agreements as may be reasonably requested by the Company or the managing underwriter which are consistent with the foregoing or which are necessary to give further effect thereto. Notwithstanding anything to the contrary contained in this Section 2.7, each holder of Registrable Securities shall be released, pro rata, from any lock-up agreement entered into pursuant to this Section 4 in the event and to the extent that the managing underwriter or the Company permit any discretionary waiver or termination of the restrictions of any lock-up agreement pertaining to any officer, director or holder of greater than 5% of the outstanding Common Stock.

ARTICLE III
Transfer Restrictions

3.1 Transfer Restrictions. Each Holder acknowledges and agrees that the following legend shall be imprinted on any certificate or book-entry security entitlement evidencing any of the Registrable Securities:

> THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "***ACT***"), OR UNDER THE SECURITIES LAWS OF ANY STATE. THESE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE ACT AND APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. INVESTORS SHOULD BE AWARE THAT THEY MAY BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME. THE ISSUER OF THESE SECURITIES MAY REQUIRE AN OPINION OF COUNSEL IN FORM AND SUBSTANCE SATISFACTORY TO THE ISSUER TO THE EFFECT THAT ANY PROPOSED TRANSFER OR RESALE IS IN COMPLIANCE WITH THE ACT AND ANY APPLICABLE STATE SECURITIES LAWS.

This legend shall be removed by the Company from any certificate or book-entry security entitlement evidencing the Registrable Securities upon delivery by the holder thereof to the Company of a written request to that effect if at the time of such written request (a) a registration statement under the Securities Act is at that time in effect with respect to the legended security, or (b) the legended security can be transferred in a transaction in compliance with Rule 144 under the Securities Act, and, in the case of (b), upon the request and in the reasonable discretion of the Company's transfer agent, the holder of such Registrable Securities executes and delivers a representation letter that includes customary representations regarding the holding requirements and whether such holder is an "affiliate" for purposes of Rule 144 under the Securities Act. The Company represents and warrants to the Holders that the Company is not currently a shell company (as defined in Rule 405 promulgated under the Securities Act).

3.2 Rule 144 Compliance. With a view to making available to the Holders of Registrable Securities the benefits of Rule 144 and any other rule or regulation of the SEC that may at any time permit a Holder to sell securities of the Company to the public without registration, until the date on which the Holder no longer hold any Registrable Securities, the Company shall:

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

(b) use commercially reasonable efforts to file with the SEC in a timely manner all reports and other documents required of the Company under the Securities Act and the Exchange Act; and

(c) furnish to any Holder of Registrable Securities, upon request, a written statement by the Company as to its compliance with the reporting requirements of Rule 144 and of the Securities Act and the Exchange Act.

ARTICLE IV
Miscellaneous.

4.1 Remedies; Specific Performance. In the event of a breach or a threatened breach by any party to this Agreement of its obligations under this Agreement, any party injured or to be injured by such breach shall be entitled to specific performance of its rights under this Agreement or to injunctive relief, in addition to being entitled to exercise all rights provided in this Agreement and granted by law, it being agreed by the parties that the remedy at law, including monetary damages, for breach of any such provision will be inadequate compensation for any loss and that any defense or objection in any action for specific performance or injunctive relief for which a remedy at law would be adequate is hereby waived.

4.2 No Waivers. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

4.3 Further Assurances. Each party shall do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, certificates, instruments and documents, as any other party may reasonably request in order to carry out the intent and accomplish the purposes of this Agreement and the consummation of the transactions contemplated hereby.

4.4 Notices. All notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by facsimile or e-mail as follows:

If to the Company:

NeuBase Therapeutics, Inc.
700 Technology Drive
Pittsburgh, PA 15219
E-mail: dstephan@neubasetherapeutics.com
Attn: Dietrich Stephan, Chief Executive Officer

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

Paul Hastings LLP
1117 S. California Avenue
Palo Alto, CA 94304
E-mail: jeffhartlin@paulhastings.com
Attn: Jeff Hartlin, Esq.

If to a Purchaser: To the address set forth opposite such Purchaser's name on**Schedule A** hereto, or to such other address and/or e-mail address and/or to the attention of such other person as the recipient party has specified by written notice given to each other party at least five (5) days prior to the effectiveness of such change.

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

c/o Greenlight Capital, Inc.
140 East 45th Street, 24th Floor
New York, New York 10017
Attention: Chief Operating Officer

Notices or communications sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received, notices or communications sent by facsimile shall be deemed to have been given when sent (except that, if not given during normal business hours for the recipient, such notice or communication shall be deemed to have been sent at the opening of business on the next business day for the recipient) and notices or communications sent by e-mail shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement) (except that, if not given during the normal business hours of the recipient, such notice or communication shall be deemed to have been sent at the opening of business on the next business day for the recipient).

4.5 Headings. Section headings herein are included for convenience of reference only and shall not constitute a part hereof for any other purpose or be given any substantive effect.

4.6 Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement.

4.7 Governing Law; Disputes. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby shall be governed by, and construed in accordance with, the law of the State of Delaware. Each of the parties hereto hereby (a) irrevocably submits to the personal jurisdiction of the Delaware Court of Chancery and any state appellate court therefrom within the State of Delaware (or, if the Delaware Court of Chancery declines to accept jurisdiction over a particular matter, any state or federal court within the State of Delaware) in the event that any dispute arises out of this Agreement or any of the transactions contemplated by this Agreement, (b) agrees that it will not attempt to deny or defeat such personal jurisdiction or venue by motion or other request for leave from any such court and (c) agrees that it will not bring any action relating to this Agreement or any of the transactions contemplated by this Agreement in any court other than the Delaware Court of Chancery and any state appellate court therefrom within the State of Delaware (or, if the Delaware Court of Chancery declines to accept jurisdiction over a particular matter, any state or federal court within the State of Delaware). EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 4.7.

4.8 Successors and Assigns. This Agreement and the rights and obligations evidenced hereby shall be binding upon and inure to the benefit of the parties hereto and their respective the successors and permitted assigns. Neither this Agreement nor any right, benefit, remedy, obligation or liability arising hereunder may be assigned by any party without the prior written consent of the other parties, and any attempted assignment without such consent shall be null and void and of no effect; *provided*, that notwithstanding the foregoing, the Company may assign this Agreement at any time in connection with a sale or acquisition of the Company, whether by merger, consolidation, sale of all or substantially all of the Company's assets, or similar transaction, without the consent of the Purchasers; *provided further*, that the successor or acquiring Person agrees in writing to assume all of the Company's rights and obligations under this Agreement; *provided further*, that a Holder may assign this Agreement to (i) an Affiliate of such Holder or (ii) a Person that is not an Affiliate of such Holder if the Shares or Additional Shares are sold or transferred by such Holder not pursuant to Rule 144 or a registered offering.

4.9 Amendments. No provision of this Agreement may be amended, waived or modified other than by an instrument in writing signed by the Company and each Purchaser affected thereby.

4.10 Severability. Any provision of this Agreement held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof, and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

4.11 Termination. This Agreement shall terminate with respect to any Holder upon such time as such Holder ceases to hold or beneficially own any remaining Registrable Securities or upon the dissolution, liquidation or winding up of the Company; *provided*, that Section 2.6 of this Agreement and this Article IV shall survive such termination.

4.12 No Third Party Beneficiaries. This Agreement is intended for the sole benefit of the parties hereto and their respective permitted successors and assigns and transferees, and is not for the benefit of, nor may any provision hereof be enforced by, any other person; *provided, however*, that the parties hereto hereby acknowledge that the Persons set forth in Section 2.6 shall be express third-party beneficiaries of the obligations of the parties hereto set forth in Section 2.6.

4.13 Language; Currency. This Agreement has been prepared in the English language and the English language shall control its interpretation. In addition, all notices required or permitted to be given hereunder, and all written, electronic, oral or other communications between the parties regarding this Agreement, shall be in the English language. All references to "$" contained in this Agreement shall refer to United States Dollars unless otherwise stated.

[The remainder of this page intentionally left blank]

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

THE COMPANY:

NEUBASE THERAPEUTICS, INC.
a Delaware Corporation

By: /s/ Dietrich Stephan
Name: Dietrich Stephan, Ph.D.
Title: President and Chief Executive Officer

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

PURCHASER:

GREENLIGHT CAPITAL QUALIFIED, LP

By: /s/ Barrett Brown / Daniel Roitman
Name: Barrett Brown / Daniel Roitman
Title: CFO / COO

c/o Greenlight Capital, Inc.
140 East 45th Street, 24th Floor
New York, New York 10017
Attention: Chief Operating Officer

[Signature Page to Registration Rights Agreement]

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

PURCHASER:

GREENLIGHT CAPITAL, LP

By: /s/ Barrett Brown / Daniel Roitman
Name: Barrett Brown / Daniel Roitman
Title: CFO / COO

c/o Greenlight Capital, Inc.
140 East 45th Street, 24th Floor
New York, New York 10017
Attention: Chief Operating Officer

[Signature Page to Registration Rights Agreement]

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

PURCHASER:

GREENLIGHT CAPITAL OFFSHORE PARTNERS

By: /s/ Barrett Brown / Daniel Roitman
Name: Barrett Brown / Daniel Roitman
Title: CFO / COO

c/o Greenlight Capital, Inc.
140 East 45th Street, 24th Floor
New York, New York 10017
Attention: Chief Operating Officer

[Signature Page to Registration Rights Agreement]

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

PURCHASER:

GREENLIGHT CAPITAL INVESTORS LP

By: /s/ Barrett Brown / Daniel Roitman
Name: Barrett Brown / Daniel Roitman
Title: CFO / COO

c/o Greenlight Capital, Inc.
140 East 45th Street, 24th Floor
New York, New York 10017
Attention: Chief Operating Officer

[Signature Page to Registration Rights Agreement]

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

PURCHASER:

GREENLIGHT CAPITAL OFFSHORE MASTER LTD

By: /s/ Barrett Brown / Daniel Roitman
Name: Barrett Brown / Daniel Roitman
Title: CFO / COO

c/o Greenlight Capital, Inc.
140 East 45th Street, 24th Floor
New York, New York 10017
Attention: Chief Operating Officer

[Signature Page to Registration Rights Agreement]

Schedule A
Purchasers

Purchaser	Contact Information for Notices	Total Registrable Securities
Greenlight Capital Qualified, LP ("GCQP")	**c/o Greenlight Capital, Inc. 140 East 45th Street, 24th Floor New York, New York 10017 Attention: Chief Operating Officer**	**352,937**
Greenlight Capital, LP ("GCLP")	**c/o Greenlight Capital, Inc. 140 East 45th Street, 24th Floor New York, New York 10017 Attention: Chief Operating Officer**	**64,932**
Greenlight Capital Offshore Partners ("GCOP")	**c/o Greenlight Capital, Inc. 140 East 45th Street, 24th Floor New York, New York 10017 Attention: Chief Operating Officer**	**539,462**
Greenlight Capital Investors LP ("GCIP")	**c/o Greenlight Capital, Inc. 140 East 45th Street, 24th Floor New York, New York 10017 Attention: Chief Operating Officer**	**275,542**
Greenlight Capital Offshore Master Ltd ("GCOM")	**c/o Greenlight Capital, Inc. 140 East 45th Street, 24th Floor New York, New York 10017 Attention: Chief Operating Officer**	**305,589**
	TOTAL	**1,538,462**

Form of Selling Stockholder Questionnaire

NEUBASE THERAPEUTICS, INC.

SELLING STOCKHOLDER NOTICE AND QUESTIONNAIRE

Notice Address: NeuBase Therapeutics, Inc.
700 Technology Drive
Pittsburgh, PA 15219

The undersigned holder of shares of common stock of NeuBase Therapeutics, Inc. (the "***Company***") understands that the Company intends to file with the Securities and Exchange Commission a registration statement on Form S-3 (the "***Registration Statement***") for the registration and the resale under Rule 415 of the Securities Act of 1933, as amended (the "***Securities Act***"), of the Registrable Securities in accordance with the terms of the Common Stock Purchase Agreement, dated July 12, 2019, by and among the Company and the several signatories thereto (the "***Purchase Agreement***"). All capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Purchase Agreement.

In order to sell or otherwise dispose of any Registrable Securities pursuant to the Registration Statement, a holder of Registrable Securities generally will be required to be named as a selling stockholder in the related prospectus or a supplement thereto (as so supplemented, the "***Prospectus***") and deliver the Prospectus to purchasers of Registrable Securities (including pursuant to Rule 172 under the Securities Act). Holders must complete and deliver this notice and questionnaire ("***Notice and Questionnaire***") in order to be named as selling stockholders in the Prospectus. Certain legal consequences arise from being named as a selling stockholder in the Registration Statement and the Prospectus. Holders of Registrable Securities are advised to consult their own securities law counsel regarding the consequences of being named or not named as a selling stockholder in the Registration Statement and the Prospectus.

NOTICE

The undersigned holder (the "***Selling Stockholder***") of Registrable Securities hereby gives notice to the Company of its intention to sell or otherwise dispose of Registrable Securities owned by it and listed below in Item 3(b) pursuant to the Registration Statement. The undersigned, by signing and returning this Notice and Questionnaire, understands and agrees that it will be bound by the terms and conditions of this Notice and Questionnaire.

The undersigned hereby provides the following information to the Company and represents and warrants that such information is materially accurate and complete:

QUESTIONNAIRE

1. **Name:**

(a) Full legal name of the Selling Stockholder:

_____

(b) Full legal name of the registered holder (if not the same as Item 1(a) above) through which the Registrable Securities listed in Item (3) below are held:

_____

(c) Full legal name of any natural control person (which means a natural person who directly or indirectly alone or with others has power to vote or dispose of the Registrable Securities listed in Item (3) below):

_____

2. **Notices to Selling Stockholder:**

(a) Address:

_____

(b) Telephone:

_____

(c) Fax:

_____

(d) Contact person:

_____

(e) E-mail address of contact person:

_____

_____

3. **Beneficial Ownership of Registrable Securities:**

(a) Type and number of Registrable Securities beneficially owned:

(b) Number of shares of Common Stock to be registered for resale pursuant to this Notice and Questionnaire:

4. **Broker-Dealer Status:**

(a) Are you a broker-dealer?

Yes ☐ No ☐

(b) If you answered "yes" to Item 4(a) above, did you receive your Registrable Securities as compensation for investment banking services provided to the Company?

Yes ☐ No ☐

Note: If you answered "no", the SEC's staff has indicated that you should be identified as an underwriter in the Registration Statement.

(c) Are you an affiliate of a broker-dealer?

Yes ☐ No ☐

If you answered "yes", provide a narrative explanation below:

(d) If you are an affiliate of a broker-dealer, do you certify that you bought the Registrable Securities in the ordinary course of business, and at the time of the purchase of the Registrable Securities to be resold, you had no agreements or understandings, directly or indirectly, with any person to distribute the Registrable Securities?

Yes ☐ No ☐

Note: If you answered "no", the SEC's staff has indicated that you should be identified as an underwriter in the Registration Statement.

5. **Beneficial Ownership of Other Securities of the Company Owned by the Selling Stockholder:**

Except as set forth below in this Item 5, the undersigned is not the beneficial or registered owner of any securities of the Company, other than the Registrable Securities listed above in Item 3.

Type and amount of other securities beneficially owned:

6. **Relationships with the Company:**

(a) Have you or any of your affiliates, officers, directors or principal equity holders (owners of 5% or more of the equity securities of the undersigned) held any position or office or have you had any other material relationship with the Company (or its predecessors or affiliates) within the past three years?

Yes ☐ No ☐

(b) If your response to Item 6(a) above is "yes", please state the nature and duration of your relationship with the Company:

7. **Plan of Distribution:**

The undersigned has reviewed the form of Plan of Distribution attached as Annex A hereto, and hereby confirms that, except as set forth below, the information contained therein regarding the undersigned and its plan of distribution is correct and complete.

State any exceptions here:

The undersigned agrees to promptly notify the Company of any inaccuracies or changes in the information provided herein that may occur subsequent to the date hereof and prior to the effective date of any applicable Registration Statement. In the absence of any such notification, the Company shall be entitled to continue to rely on the accuracy of the information in this Notice and Questionnaire.

By signing below, the undersigned consents to the disclosure of the information contained herein in its answers to Items 1 through 7 above and the inclusion of such information in the Registration Statement and the Prospectus. The undersigned understands that such information will be relied upon by the Company in connection with the preparation or amendment of any such Registration Statement and Prospectus.

By signing below, the undersigned acknowledges that it understands its obligation to comply, and agrees that it will comply, with the provisions of the Exchange Act and the rules and regulations thereunder, particularly Regulation M in connection with any offering of Registrable Securities pursuant to the Registration Statement. The undersigned also acknowledges that it understands that the answers to this Notice and Questionnaire are furnished for use in connection with registration statements filed pursuant to the Purchase Agreement and any amendments or supplements thereto filed with the SEC pursuant to the Securities Act.

The undersigned confirms that, to the best of his/her knowledge and belief, the foregoing answers to this Notice and Questionnaire are correct.

IN WITNESS WHEREOF, the undersigned, by authority duly given, has caused this Notice and Questionnaire to be executed and delivered either in person or by its duly authorized agent.

Dated: _____

Beneficial Owner:

_____

Name of Entity

By: _____

Name: _____

Title: _____

Exhibit 99.1

NeuBase Therapeutics Closes Merger Transaction with Ohr Pharmaceutical

Company expects to initiate trading on NASDAQ Under Ticker Symbol "NBSE" effective July 15, 2019

Company completes previously announced financing of approximately $9 million immediately prior to closing of the merger

Greenlight Capital agrees to purchase ~9% of NeuBase Therapeutics common stock in a private placement immediately following the merger closing

PITTSBURGH, July 12, 2019 – NeuBase Therapeutics, Inc. (Nasdaq:NBSE) ("NeuBase" and the "Company"), a biotechnology company developing next generation antisense therapies to address genetic diseases, announced today the completion of the merger between NeuBase Therapeutics, Inc. and Ohr Pharmaceutical, Inc. ("Ohr") (Nasdaq: OHRP) and associated financings. The combined Company's common stock expects to begin trading on The Nasdaq Capital Market under the ticker symbol "NBSE" at the open of market trading on July 15, 2019. The previous ticker symbol was "OHRP" (Nasdaq:OHRP).

"This is an important milestone for NeuBase as we enter the public market with the goal of creating a dynamic, high-impact company in one of the most promising sectors of the life sciences," said Dietrich A. Stephan, Ph.D., Chief Executive Officer and Chairman of NeuBase. "Given our PATrOL™ platform's potential to safely and efficiently modify the function of the human genome and transcriptome, we envision building a company with the potential to help transform the health of the global population."

Immediately following the closing of the merger, the Company entered into a definitive purchase agreement for the sale of NeuBase common stock with Greenlight Capital. Upon close of the private placement, Greenlight Capital will own ~9% of NeuBase common stock. The Company expects to close the private placement on or about July 15, 2019.

David Einhorn, President of Greenlight Capital, added, "We are excited to be investing in NeuBase, given its initial focus on neurological disorders, and we believe its unique, next-generation technology may offer great help for victims of some of the most difficult to treat diseases."

The combined Company changed its name to "NeuBase Therapeutics, Inc." immediately following the closing of the merger. It will maintain its headquarters in Pittsburgh, PA, and its executive team, led by Dr. Stephan, was appointed as the executive team of the Company upon the closing of the merger. In addition, the Company's board of directors comprised of experienced pharmaceutical executives, including Dr. Stephan (Chairman), Dov A. Goldstein, M.D., M.B.A., Diego Miralles, M.D., Franklyn Prendergast, M.D., Ph.D. and Eric Richman, M.B.A., was also appointed upon the closing of the merger.

Immediately prior to the closing of the merger, NeuBase completed a private placement financing of approximately $9 million under the terms of the definitive agreements previously announced in March 2019.

Upon completion of the merger, the Company will have approximately 15.5 million shares outstanding.

The securities being sold under the terms of the private placement entered into after the closing of the merger have not been registered under the Securities Act of 1933, as amended, or state securities laws, and may not be offered or sold in the United States absent registration with the Securities and Exchange Commission (SEC) or an applicable exemption from such registration requirements. At the closing of this financing, the Company and Greenlight Capital will enter into a registration rights agreement pursuant to which the Company will agree to file a registration statement with the SEC registering the resale of the shares of common stock sold in the financing.

Roth Capital Partners, LLC acted as financial advisor to Ohr for the merger, and Troutman Sanders LLP served as legal counsel to Ohr. Allele Capital Partners, LLC at Tribal Capital Markets, LLC acted as financial advisor, Paul Hastings LLP served as legal counsel to NeuBase and Richards Kibbe & Orbe LLP served as legal counsel to Greenlight Capital. Allele also served as exclusive advisor to NeuBase related to the post-merger financing.

This press release shall not constitute an offer to sell or the solicitation of an offer to buy securities, nor shall there be any sale of these securities in any state or other jurisdiction in which such offer, solicitation or sale would be unlawful.

About NeuBase Therapeutics
NeuBase Therapeutics, Inc. is developing the next generation of gene silencing therapies with its flexible, highly specific synthetic antisense oligonucleotides. The proprietary NeuBase peptide-nucleic acid (PNA) antisense oligonucleotide (PATrOL™) platform allows for the rapid development of targeted drugs, increasing the treatment opportunities for the hundreds of millions of people affected by rare genetic diseases, including those that can only be treated through accessing of secondary RNA structures. Using PATrOL technology, NeuBase aims to first tackle rare, genetic neurological disorders.

Safe Harbor Statement under the Private Securities Litigation Reform Act of 1995:
This press release contains "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act. These forward-looking statements include, among other things, statements regarding the Company's proposed post-merger financing, including the expected timing for closing, the expected timing for trading of the combined Company's common stock on NASDAQ and the combined Company's goals and plans. These forward-looking statements are distinguished by use of words such as "will," "would," "anticipate," "expect," "believe," "designed," "plan," or "intend," the negative of these terms, and similar references to future periods. These views involve risks and uncertainties that are difficult to predict and, accordingly, our actual results may differ materially from the results discussed in our forward-looking statements. Our forward-looking statements contained herein speak only as of the date of this press release. Factors or events that we cannot predict, including those described in the risk factors contained in the Company's registration statement on Form S-4, as amended, that contains a joint proxy statement/prospectus, may cause our actual results to differ from those expressed in forward-looking statements. The Company may not actually achieve the plans, carry out the intentions or meet the expectations or projections disclosed in the forward-looking statements, and you should not place undue reliance on these forward-looking statements. Because such statements deal with future events and are based on the Company's current expectations, they are subject to various risks and uncertainties and actual results, performance or achievements of the Company could differ materially from those described in or implied by the statements in this press release, including: the risk that the conditions to the closing of the post-merger financing are not satisfied; the Company's plans to develop and commercialize its product candidates, including NT0100 and NT0200; the timing of initiation of the Company's planned clinical trials; the timing of the availability of data from the Company's clinical trials; the timing of any planned investigational new drug application or new drug application; the Company's plans to research, develop and commercialize its current and future product candidates; the clinical utility, potential benefits and market acceptance of the Company's product candidates; the Company's commercialization, marketing and manufacturing capabilities and strategy; the Company's ability to protect its intellectual property position; and the requirement for additional capital to continue to advance these product candidates, which may not be available on favorable terms or at all, as well as those risks discussed under the heading "Risk Factors" in Ohr's registration statement on Form S-4, as amended, that contains a joint proxy statement/prospectus. Except as otherwise required by law, the Company disclaims any intention or obligation to update or revise any forward-looking statements, which speak only as of the date hereof, whether as a result of new information, future events or circumstances or otherwise.

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