

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: PAT1795898

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Mitochondria Emotion, Inc.	12/12/2023
<b>RECEIVING PARTY DATA</b>	
<b>Individual Name:</b>	Dr. Gerald W. Dorn II
<b>Street Address:</b>	2668 Bayonne Street
<b>City:</b>	Sullivan's Island
<b>State/Country:</b>	SOUTH CAROLINA
<b>Postal Code:</b>	29482
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>PCT Number:</b>	US2014784
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
<b>Phone:</b>	(713)588-7003
<b>Email:</b>	vdockethou@vorys.com
<b>Correspondent Name:</b>	Iona N. Kaiser
<b>Address Line 1:</b>	909 Fannin Street, Suite 2700
<b>Address Line 2:</b>	Iona N. Kaiser
<b>Address Line 4:</b>	Houston, TEXAS 77010
<b>ATTORNEY DOCKET NUMBER:</b>	050690-000008
<b>NAME OF SUBMITTER:</b>	Sonia Ramirez
<b>SIGNATURE:</b>	/Sonia Ramirez/
<b>DATE SIGNED:</b>	01/31/2025
<b>Total Attachments: 36</b>	
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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this "IP Assignment") effective as of December 12, 2024 (the "Effective Date"), is by and between MITOCHONDRIA IN MOTION, INC., having a place of business at 4340 Duncan Avenue, Suite 216, St. Louis, Missouri 63110 (hereinafter "Assignor") and DR. GERALD W. DORN II, an individual residing at 2668 Bayonne Street, Sullivan's Island, South Carolina, 29482 (hereinafter "Assignee") (collectively referred to herein as "Parties").

**WHEREAS**, Assignor is the owner of certain Intellectual Property, which is hereby defined to include the intellectual property assets identified in Exhibits A and B, which are attached hereto and incorporated herein by reference;

**WHEREAS**, the Intellectual Property listed in Exhibit B was acquired by Assignor from Mitochondria Emotion, Inc. ("MEM") under an Asset Purchase Agreement dated December 12, 2023, entered into by and between Assignor and Mitochondria Emotion, Inc. (hereinafter the "MEM APA") (attached hereto as Exhibit C);

**WHEREAS**, the Parties recognize that the MEM APA contains continuing obligations that bind successors and assigns relative to the Intellectual Property listed in Exhibit B, specifically the obligations contained in Section 2.05 (Purchase Price and Other Considerations) of the MEM APA;

**WHEREAS**, Assignor wishes to assign all of its rights, title, and interest to Assignor's Intellectual Property to Assignee as part of a wind up of Assignor's on-going business; and

**WHEREAS**, Assignee wishes to acquire all Assignor's rights, title, and interest in the Intellectual Property as of the Effective Date and Time;

**NOW THEREFORE**, in consideration of the mutual promises contained herein, Assignor and Assignee agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, subject to the terms and conditions of this Agreement and effective on the Effective Date, Assignor assigns, conveys, transfers, and sells to Assignee the entire right, title, and interest in and to the Intellectual Property, including without limitation, (i) all rights to sue for past, present and future infringement of the Intellectual Property, including the right to collect and receive any damages, royalties, or settlements for such past, present and future infringements; (ii) all rights to seek and obtain injunctive or other equitable relief; (iii) all rights to pursue any and all causes of action relating to any of the inventions or discoveries described in the Intellectual Property; (iv) all rights to use, make, have made, possess, import, distribute, and offer for sale, sell, or otherwise dispose of products or services covered by the Intellectual Property, to use, practice, or have practiced any method under the Intellectual Property, and to practice the Intellectual Property in any other way protected by the applicable laws; (v) all rights to grant licenses to use, make, have made, possess, import, distribute, and offer for sale, sell, or otherwise dispose of products or services covered by the Intellectual Property, to use, practice, or have practiced any method under the Intellectual Property, and to practice the Intellectual Property in any other way protected by the applicable laws; and (vi) all rights to any goodwill in connection with the foregoing.

2. Assumption of Obligations. Assignee hereby acknowledges that it is a successor in interest to the Intellectual Property in Exhibit B as that term is used in Section 9.09 of the MEM APA, and therefore, expressly assumes the obligations relating to the Intellectual Property in Exhibit B associated with the MEM APA, including the obligations contained in Section 2.05 (Purchase Price and Other Considerations) of the MEM APA.

3. Further Actions. Following the Effective Date and Time, upon Assignee's reasonable request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, releases (including any and all releases of security interests), or other documents, as may be necessary to effect, evidence, or perfect the Assignment.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

*[Signature Page Follows]*

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Assignment as of the Effective Date and Time.

**ASSIGNOR:**

MITOCHONDRIA IN MOTION, INC.

By: \_\_\_\_\_


Name: \_\_\_\_\_

Title: \_\_\_\_\_

**AGREED TO AND ACCEPTED:**

**ASSIGNEE:**

**DR. GERALD W. DORN II**

By:  \_\_\_\_\_

Name: Gerald W. Dorn II

Title: Director

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Assignment as of the Effective Date and Time.

**ASSIGNOR:**

MITOCHONDRIA IN MOTION, INC.

By: *Victor A. Walton, Jr.*

Name: Victor A. Walton, Jr.

Title: Secretary

**AGREED TO AND ACCEPTED:**

**ASSIGNEE:**

**DR. GERALD W. DORN II**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Exhibit A**

**MiM Intellectual Property**

<b>Application Number</b>	<b>Filing Authority</b>
62/797,513	US
PCT/US2019/046356	WO
16/935,489	US
17/087,971	US
17/245,497	US
18/180,398	US
2019427489	AU
3127590	CA
19912627.7	EP
2021-566929	JP
62/949,060	US
PCT/US2020/014784	WO
16/935,557	US
17/245,388	US
18/911,861	US
2020215510	AU
3127453	CA
20748001.3	EP
2021-543502	JP
202117038354	IN
63/163,392	US
PCT/US2022/021210	WO
18/282,158	US
2022240786	AU
BR112023018546-7	BR
3212193	CA
202280035993.9	CN
202392330	EA

<b>Application Number</b>	<b>Filing Authority</b>
22715492.9	EP
305675	IL
202327068358	IN
2023-557070	JP
10-2023-7034928	KR
MX/a/2023/010994	MX
803463	NZ
11202306617X	SG
2023/08870	ZA
10202400778U	SG
63/164,266	US
63/164,286	US
PCT/US2022/021321	WO
63/228,665	US
PCT/US2022/039326	WO
18/294,389	US
63/493,936	US
PCT/US2024/022862	WO
63/711,010	US



## Exhibit B

### Patents Obtained from MEM

Application Number	Filing Authority
62/797,513	US
PCT/US2019/046356	WO
16/935,489	US
17/087,971	US
17/245,497	US
18/180,398	US
2019427489	AU
3127590	CA
19912627.7	EP
2021-566929	JP
62/949,060	US
PCT/US2020/014784	WO
16/935,557	US
17/245,388	US
18/911,861	US <sup>1</sup>
2020215510	AU
3127453	CA
20748001.3	EP
2021-543502	JP
202117038354	IN
63/163,392	US
PCT/US2022/021210	WO
18/282,158	US
2022240786	AU
BR112023018546-7	BR
3212193	CA

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<sup>1</sup> U.S. Application No. 18/911,861 is a continuation of U.S. Patent Application 17/245,388 (recited in the MEM APA).

<b>Application Number</b>	<b>Filing Authority</b>
202280035993.9	CN
202392330	EA
22715492.9	EP
305675	IL
202327068358	IN
2023-557070	JP
10-2023-7034928	KR
MX/a/2023/010994	MX
803463	NZ
11202306617X	SG
2023/08870	ZA
10202400778U	SG <sup>2</sup>
63/164,266	US
63/164,286	US
PCT/US2022/021321	WO
63/228,665	US
PCT/US2022/039326	WO
18/294,389	US <sup>3</sup>
63/493,936	US
PCT/US2024/022862	WO <sup>4</sup>

**Additional Intellectual Property Related Assets Obtained from MEM**

- All books, records, databases, files, ledgers, documentation, instruments, research, papers, data, technical literature and similar information; all laboratory notebooks, research and files, research reports, records, data and results (including all correspondence with any Governmental Authority as that term is defined in the MEM APA); technical scientific and other Know-How (as that term is defined in the MEM

<sup>2</sup> Singapore Application No. 10202400778U is a divisional application of Singapore Application No. 11202306617X (recited in the MEM APA).

<sup>3</sup> U.S. Application No. 18/294,389 is a U.S. national stage entry application of PCT/US2022/039326 (recited in the MEM APA) that was filed after the closing date of the MEM APA.

<sup>4</sup> PCT/US2024/022862 is a PCT application was filed after the closing date of the MEM APA and claims priority to U.S. Provisional Application No. 63/493,936 (recited in the MEM APA).

APA) and information (including promotional material); trade secrets; confidential information, methods, processes, practices, formulas, designs, design rights, patterns, assembly procedures, and specifications; and materials, research, and files relating to the Patents Obtained from MEM listed above and assigned to Assignor under the MEM APA.

- The Assigned Contracts (as that term is defined in the MEM APA), including all rights and benefits thereunder set forth in Section 2.01(e) of the Disclosure Schedules of the MEM APA.
- The Purchased Inventory (as that term is defined in the MEM APA).
- All claims, cause of action and other legal rights and remedies against other Persons (as that term is defined in the MEM APA) (including for royalties, fees or other income, past, present or future infringement, misappropriation or violation of, any of the Patents Obtained from MEM listed above) solely to the extent arising from or relating to the Patents Obtained from MEM listed above, all of the proceeds from the foregoing which are accrued and unpaid as of the Effective Date of this Agreement, all rights of indemnity, warranty rights, guaranties received from vendors, suppliers, or manufacturers, rights of contribution, rights to refunds, rights of reimbursement, and other rights of recovery assigned to Assignor in the MEM APA against other Persons (as that term is defined in the MEM APA) and the prosecution files related to the Patents Obtained from MEM listed above.

## ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this “**Agreement**”), dated December 12, 2023 (the “**Effective Date**”) entered into by and between Mitochondria Emotion, Inc., a Delaware corporation, and its permitted assigns under Section 9.09 hereof (“**Seller**”), and Mitochondria in Motion, Inc., a Delaware corporation (“**Buyer**”).

### RECITALS

**WHEREAS**, on or about November 6, 2023 Seller commenced a voluntary cessation of its operations and orderly winddown of its business affairs, including a complete liquidation of its assets and liabilities and dissolution of Seller in accordance with Section 275 and other applicable provisions of the Delaware General Corporation Law (the “DGCL”) and sections 331 and 336 of the Internal Revenue Code of 1986, as amended (the “Code”); and

**WHEREAS**, Seller desires to sell the Purchased Assets to Buyer pursuant to the terms and conditions of this Agreement and Buyer desires to so purchase and acquire the Purchased Assets from Seller.

**NOW, THEREFORE**, the parties agree as follows:

### ARTICLE I DEFINITIONS

The following terms have the meaning throughout this Agreement as are specified or referred to in this ARTICLE I:

“**Action**” means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena or investigation of any nature, civil, criminal, administrative, regulatory or otherwise, whether at law or in equity.

“**Affiliate**” of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

“**Agreement**” means this Asset Purchase Agreement, together with the Exhibits and Schedules attached hereto and the Closing Deliverable set forth in Section 3.02.

“**Assigned Contracts**” has the meaning set forth in Section 2.01(e).

“**Assignment and Assumption Agreement**” means an assignment and assumption agreement in a customary form to be agreed to by Buyer and Seller effecting the assignment to and assumption by Buyer of the Assigned Contracts and the Assumed Liabilities.

“**Assumed Liabilities**” has the meaning set forth in Section 2.03.

“**Audit Notice**” has the meaning set forth in Section 6.02(c).

“**Bill of Sale**” means the bill of sale substantially in the form attached as Exhibit B.

“**Books and Records**” has the meaning set forth in Section 2.01(e).

“**Business**” has the meaning set forth in the recitals of this Agreement.

“**Business Day**” means any day except Saturday, Sunday or any other day on which commercial banks located in New York, New York are authorized or required by Law to be closed for business.

“**Buyer**” has the meaning set forth in the preamble of this Agreement.

“**Buyer Closing Certificate**” has the meaning set forth in Section 7.03(d).

“**Closing**” and “**Closing Date**” have the meanings set forth in Section 3.01.

“**Closing Payment**” has the meaning set forth in Section 2.05(b).

“**Closing Cash Consideration**” means Fifty Thousand Dollars (\$50,000.00).

“**Code**” means the Internal Revenue Code of 1986, as amended.

“**Commercially Reasonable Efforts**” means, with respect to any particular activity or activities, the efforts and resources that would be used (including the promptness with which such efforts and resources would be applied) by a similarly situated company at a similar early stage of development within the biopharmaceutical industry to execute such activity or activities in respect of the development and commercialization of the Purchased Assets in comparison to intellectual property assets of a similar market potential and at a similar stage in development or product life, taking into account, as applicable, its present and future market and commercial potential (including competitive market conditions, patent coverage, regulatory exclusivity, the size of the particular market in the applicable country for the relevant target indication, profitability of the relevant resulting product or service in light of existing and anticipated competitive products and services, as well as pricing and reimbursement considerations), and all other relevant factors, including commercial, technical, legal, scientific, regulatory, financial, or medical factors, but that would not require a Party to take any action that would be commercially detrimental, including the expenditure of material unanticipated amounts of funds or management time.

“**Confidential Information**” has the meaning set forth in Section 6.01.

“**Contracts**” means all contracts, leases, deeds, mortgages, licenses, instruments, notes, commitments, undertakings, indentures, joint ventures and all other agreements, commitments and legally binding arrangements, whether written or oral, including as they relate to Intellectual Property.

“**Deposit**” means the Twenty Five Thousand Dollars (\$25,000.00) payment made by Buyer to Seller contemporaneously with the execution of the Term Sheet for this transaction on or about November 28, 2023.

“**Disclosure Schedules**” means the Disclosure Schedules delivered by Seller and attached hereto concurrently with the execution and delivery of this Agreement as Exhibit C.

“**Effective Date**” has the meaning set forth in the opening paragraph of this Agreement.

“**Encumbrance**” means any charge, claim, pledge, condition, lien (statutory or other), option, security interest, mortgage, easement, encroachment, right of way, right of first refusal, transfer restriction or other similar encumbrance.

“**End Date**” means December 15, 2023.

“**Excluded Assets**” has the meaning set forth in Section 2.02.

“**Excluded Liabilities**” has the meaning set forth in Section 2.04.

“**Governmental Authority**” means any federal, state, local or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations or orders of such organization or authority have the force of Law), or any arbitrator, court or tribunal of competent jurisdiction.

“**Governmental Order**” means any order, writ, judgment, injunction, decree, stipulation, determination or award entered by or with any Governmental Authority.

“**Intellectual Property**” means all of the following in any jurisdiction throughout the world: (a) all inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, and all patents, patent applications, priority rights, and patent disclosures, together with all reissuances, continuations, continuations-in-part, revisions, extensions, and reexaminations thereof; (b) if applicable, all trademarks, service marks, trade dress, logos, slogans, trade names, corporate names, Internet domain names, and rights in telephone numbers, together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith; (c) all copyrightable works, all copyrights, and all applications, registrations, and renewals in connection therewith; (d) all mask works and all applications, registrations, and renewals in connection therewith; (e) all trade secrets and confidential business information (including ideas, research and development, Know-How, formulas, compositions, manufacturing and production processes and techniques, technical data, designs, drawings,

specifications, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals); (f) all computer software (including source code, executable code, data, databases, and related documentation); (g) all advertising and promotional materials, (h) all other proprietary rights; and (i) all copies and tangible embodiments of any of the foregoing (in whatever form or medium).

**“Intellectual Property Assets”** has the meaning set forth in Section 2.01(a).

**“Intellectual Property Assignment Agreements”** means one or more assignment agreements in a customary form to be agreed to by Buyer and Seller effecting the transfer of all right, title and interest in the Intellectual Property Assets to Buyer.

**“Intellectual Property Registrations”** means, as to any Intellectual Property Assets, any issuance, registration, application or other filing by, to or with any Governmental Authority or authorized private registrar in any jurisdiction, including, if applicable, registered trademarks, domain names and copyrights, issued and reissued patents and pending applications for any of the foregoing.

**“Know-How”** means any form of tangible or intangible trade secrets, know-how, expertise, discoveries, inventions, information, results, sequences, cell lines, data, or materials, including ideas, concepts, formulae, methods, procedures, designs, technologies, compositions, plans, applications, technical data, assays, manufacturing information or data, samples, and chemical and biological materials incapable of precise, separate description or documentation and which (a) does not include Patents or patented technology and processes and (b) relates to at least one of the following: i) determination of the binding site of mitofusin agonists, ii) biophysical and biochemical demonstration of binding of mitofusin agonists and bile acid derivatives to MFN2 using DSF and SPR, proteomic signature of mitofusin agonists using LiP-MS, CETSA, proteomics on isolated mitochondria and PLA assays establishing induced proximity between MFN2 and Miro1, or iii) identification of novel pharmacodynamic markers using metabolomic, lipidomic and biochemical approaches in in vitro and in vivo CMT2A and in vivo TDP43 deltaNLS ALS models, and (c) is not in the public domain as of the Closing.

**“Knowledge of Seller”** or any other similar knowledge qualification, means the actual knowledge, following due inquiry, of Kal Lapan.

**“Law”** means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law or rule of law of any Governmental Authority.

**“Liabilities”** means liabilities, obligations or commitments of any nature whatsoever, asserted or unasserted, known or unknown, accrued or unaccrued, matured or unmatured or otherwise.

**“Milestone Event Notice”** has the meaning set forth in Section 2.05(c).

**“Milestone Payments”** means those development, regulatory and commercial milestone payments set forth in Section 2.05(c).

**“Milestone Triggering Event”** has the meaning set forth in Section 2.05(c).

“**MiM IP**” means patent rights and proprietary Know-How owned or controlled by Buyer relating to mitofusin agonists and mitofusin modulating compounds not directly covered by or relating to the Original IP or New MEm IP.

“**New MEm IP**” means the mitofusin activator technology developed, owned or controlled by Seller, as well as the additional Know-How, technical information, research data and results, improvements to potential Products and/or the Original IP, and tangible research property, including a compound library, and the patents and patent applications related thereto as set forth on Section 2.01(a)(1) of the Disclosure Schedule.

“**Original IP**” means the Intellectual Property rights relating to certain phenylhexanamide mitofusin activator patents and patent applications as well as the technical information and tangible research property related thereto as set forth on Section 2.01(a)(1) of the Disclosure Schedule, which for the sake of clarity, does not include the endocyclic-bonded carbonyl mitofusin activators set forth on Exhibit A.

“**Order**” means any judgment, order, writ, decree, injunction or other determination whatsoever of any Governmental Authority or any other entity or body whose finding, ruling or holding is legally binding or is enforceable as a matter of right (in any case, whether preliminary or final).

“**Permitted Encumbrances**” means (i) mechanics’, carriers’, workmen’s, repairmen’s or other like liens for amounts that are not delinquent or which are being contested in good faith by appropriate proceedings; (ii) liens imposed by applicable Law; and (iii) encumbrances on the Intellectual Property Assets disclosed in Section 4.05 of the Disclosure Schedules.

“**Person**” means an individual, corporation, partnership, joint venture, limited liability company, Governmental Authority, unincorporated organization, trust, association, or other entity.

“**Purchased Assets**” has the meaning set forth in Section 2.01.

“**Product(s)**” means any and all products or product candidates that (i) is comprised of or contains one or more phenylhexanamide compounds and any other compounds specified in, arising directly from or relating to the Intellectual Property Assets, alone or in combination with one or more other active ingredients, in a single and first dosage form and in current and future formulations and delivery modes; or (ii) the possession, manufacture, use, import, sale, offer to sale or commercialization of which would infringe a valid, in force claim of the Intellectual Property Assets.”

“**Progress Report**” has the meaning set forth in Section 6.02(b).

“**Purchased Inventory**” has the meaning set forth in Section 2.01(f).

“**Purchase Price**” has the meaning set forth in Section 2.05(a).



“**Representative**” means, with respect to any Person, any and all directors, officers, employees, consultants, financial advisors, counsel, accountants and other agents of such Person.

“**Seller**” has the meaning set forth in the preamble of this Agreement.

“**Seller’s Assignee**” means the party or parties, whether a person, company or entity, to whom Seller may assign and transfer title, rights and interest in and to its benefits under and from this Agreement.

“**Seller’s Percentage**” has the meaning set forth in Section 2.05(d).

“**Seller Closing Certificate**” has the meaning set forth in Section 7.02(e).

“**Seller Representative**” has the meaning set forth in Section 9.02(a).

“**Subsequent Transaction Revenue**” has the meaning set forth in Section 2.05(d).

“**Tax**” or “**Taxes**” means all federal, state, local, foreign, and other income, gross receipts, sales, use, production, ad valorem, transfer, documentary, franchise, registration, profits, license, lease, service, service use, withholding, payroll, employment, unemployment, estimated, excise, severance, environmental, stamp, occupation, premium, property (real or personal), real property gains, value added, windfall profits, customs, duties or other taxes, fees, assessments or charges of any kind whatsoever, together with any interest, additions or penalties with respect thereto and any interest in respect of such additions or penalties.

“**Tax Return**” means any return (including any information return), report, statement, declaration, estimate, schedule, notice, notification, form, election, certificate or other document or information (including any amendments thereto) that is, has been or may in the future be filed with or submitted to, or required to be filed with or submitted to, any Governmental Authority in connection with the determination, assessment, collection or payment of any Tax or in connection with the administration, implementation or enforcement of or compliance with any Law relating to any Tax.

“**Transaction Documents**” means this Agreement; the Bill of Sale; the Assignment and Assumption Agreement; the Intellectual Property Assignment Agreements; and the other agreements, instruments and documents required to be delivered at the Closing.

“**Transfer Taxes**” has the meaning set forth in Section 3.03.

## ARTICLE II PURCHASE AND SALE

**Section 2.01. Purchase and Sale of Assets** Subject to the terms and conditions set forth herein, at the Closing, but subject to Section 2.07, Seller will sell, assign, transfer, convey, and deliver to Buyer (or any Person designated by Buyer), and Buyer will purchase from Seller, free and clear of any Encumbrances other than Permitted Encumbrances, all of Seller’s right, title and interest in, to, and under the following (collectively, the “**Purchased Assets**”):

(a) (A) those patents and patent applications comprising the Original IP and the New MEM IP listed on Section 2.01(a)(1) of the Disclosure Schedules (all such patents and patent applications, collectively, "**Scheduled Patents**"); (B) any and all reissues, reexaminations, continuations, continuations in part (only with respect to subject matter disclosed in the Scheduled Patents), divisionals, requests for continuing examinations or continuing prosecution applications, or design registrations associated with any Scheduled Patent; and (C) in each instance, the Know-How related to the same (the "**Intellectual Property Assets**");

(b) the right to enforce and to represent to third parties that Buyer is the successor to all of Seller's rights with respect to the Intellectual Property Assets and the right to claim priority to the Intellectual Property Assets;

(c) all originals and copies of all files and assignment documentation pertaining to existence, validity, availability, registrability, infringement, enforcement or ownership of any of the Intellectual Property Assets and documentation of the development, conception or reduction to practice thereof, in each case, under Seller's possession or control; *provided* that Seller shall be entitled to retain copies thereof for legal record-keeping purposes;

(d) as relating to the Purchased Assets, originals or copies of all books and records; databases, files, ledgers, documentation, instruments, research, papers, data, technical literature or similar information; all laboratory notebooks, research and development files, research reports, records, data and results (including all correspondence with any Governmental Authority, if any); technical scientific and other Know-How and information (including promotional material); trade secrets; confidential information, methods, processes, practices, formulas, designs, design rights, patterns, assembly procedures, and specifications; and materials, research, and files relating to the Purchased Assets ("**Books and Records**");

(e) all Contracts, including all rights and benefits thereunder set forth in Section 2.01(e) of the Disclosure Schedules (the "**Assigned Contracts**");

(f) all compound library, as well as the peptides and synthetic intermediates (if any) inventory and other inventory set forth in Section 2.01(f) of the Disclosure Schedules ("**Purchased Inventory**"); and

(g) claims, causes of action and other legal rights and remedies against other Persons (including for royalties, fees or other income, past, present or future infringement, misappropriation or violation of, any of the Purchased Assets) solely to the extent arising from or relating to the Purchased Assets or the Assumed Liabilities (regardless of whether or not asserted by Seller), all of the proceeds from the foregoing which are accrued and unpaid as of the Closing, all rights of indemnity, warranty rights, guaranties received from vendors, suppliers, or manufacturers, rights of contribution, rights to refunds (except to the extent constituting Excluded Assets), rights of reimbursement, and other rights of recovery possessed by Seller against other Persons and the prosecution files of Seller related thereto, in each case, to the extent related to the Purchased Assets or the Assumed Liabilities (regardless of whether such rights are currently exercisable).

**Section 2.02. Excluded Assets**¶ With the exception of the Purchased Assets, Buyer shall not acquire any of Seller's assets, properties, equipment or rights of any kind and nature, whether real, personal or mixed, tangible or intangible (collectively, the "**Excluded Assets**") and, notwithstanding anything herein to the contrary, Excluded Assets shall specifically include:

- (a) all cash, including the Purchase Price, cash equivalents, bank accounts, and securities of Seller;
- (b) all Contracts other than the Assigned Contracts;
- (c) all accounts receivable, deposits, advances, and prepaid items;
- (d) all claims, causes of action and other legal rights and remedies against other Persons (including for royalties, fees or other income, past, present or future infringement, misappropriation or violation of, any of the Purchased Assets) that do not solely arise from or relate to the Purchased Assets or the Assumed Liabilities (regardless of whether or not asserted by Seller), and all of the proceeds from the foregoing which are accrued and unpaid as of the Closing;
- (e) all domain names and internet rights (including IP Addresses, IPv4 addresses and AS numbers); and
- (f) the rights that accrue or will accrue to Seller under the Transaction Documents to which it is a party.

**Section 2.03. Assumed Liabilities**¶ Subject to the terms and conditions set forth herein, Buyer shall assume and agree to pay, perform and discharge when due only the following Liabilities and obligations of Seller arising out of or relating to the Purchased Assets, which for the avoidance of doubt shall not include the Excluded Liabilities (collectively, the "**Assumed Liabilities**"):

- (a) all Liabilities and obligations of Seller arising under or relating to the Assigned Contracts, but solely to the extent such Liabilities and obligations are to be performed or accrue on or after the Closing;
- (b) (i) any incurred, but not yet billed, expenses related to the prosecution, defense and pursuit of the Intellectual Property Assets relating to the period of November 1, 2023 through December 31, 2023 as set forth in Section 2.03(b) of the Disclosure Schedules, but excluding the fees and expenses of Seller's patent counsel related to this transaction, and (ii) all costs and expenses incurred by Seller in connection with the transfer to Buyer in accordance with Seller's instructions of any Purchased Assets, including but not limited to any and all costs associated with the physical transfer of the Books and Records and Purchased Inventory to Buyer's laboratory in St. Louis, Missouri;
- (c) all other Liabilities and obligations of Seller arising out of or relating to Buyer's ownership, use or operation of the Purchased Assets on or after the Closing; and

(d) all other liabilities and obligations of Seller set forth on Section 2.03(d) of the Disclosure Schedules.

**Section 2.04. Excluded Liabilities**¶ Buyer will not assume and will not be responsible to pay, perform or discharge any Liabilities of Seller of any kind or nature whatsoever, except to the extent such Liabilities are Assumed Liabilities (the “**Excluded Liabilities**”).

**Section 2.05. Purchase Price and Other Consideration**¶

(a) The aggregate purchase price for the Purchased Assets is (i) the Closing Cash Consideration, plus (ii) the assumption of Assumed Liabilities, plus (iii) the Milestone Payments specified in Section 2.05(c), to be paid when and if there is the achievement of the milestone events specified, plus (iv) Seller’s Percentage (as defined below) of the Subsequent Transaction Revenue specified in Section 2.05(d), to be paid when and if a Subsequent Transaction occurs (collectively, the “**Purchase Price**”).

(b) At the Closing, Buyer shall pay to the Seller an amount equal (x) the Closing Cash Consideration minus (y) the Deposit, by wire transfer of immediately available funds to an account designated in writing by the Seller Representative to Buyer no later than one (1) Business Days prior to the Closing Date (collectively, the “**Closing Payment**”).

(c) Within three (3) Business Days of obtaining knowledge of occurrence following the closing of a milestone triggering event listed in Exhibit 2.05(c) (a “**Milestone Triggering Event**”) Buyer shall provide notice to the Seller or, following the dissolution of Seller, to Seller’s Representative, by electronic mail or written notice (a “**Milestone Event Notice**”) describing the Milestone Triggering Event. Buyer will the pay to Seller and/or Seller’s Representative within five (5) Business Days of the delivery of the Milestone Event Notice the Milestone Payment specified for each such Milestone Triggering Event as set forth on Exhibit 2.05(c). All payments will be made in US Dollars and as directed by Seller and/or Seller’s Representative. For clarity, each of the Milestone Payments listed will be a one-time payment per Product to Seller and/or Seller’s Representative upon the Achievement of the stated Milestone Triggering Event.

(d) In the event Buyer enters into any divestiture, license, sublicense, co-promotion, co-marketing or similar transaction (which should not be read to include grants other similar funding from a third party for research and development) at any time following the Closing involving or related (A) in its entirety to the Purchased Assets and/or improvements thereon or a Product derived from the Purchased Assets, or (B) in part to the Purchased Assets and/or improvements thereon, or a Product derived from the Purchased Assets, *in combination with* MiM IP, or (C) to the sale, merger or consolidation of Buyer itself (each a “**Subsequent Transaction**”) then Buyer shall pay to Seller or Seller’s Representative the Seller’s Percentage (as defined below) of any and all Subsequent Transaction Revenue, as defined below. “**Subsequent Transaction Revenue**” means any and all payments Buyer receives from any source in consideration of such Subsequent Transaction, including without limitation, all upfront, licensing, sublicensing or other lump sum payments, milestone payments, revenue share payments, royalty payments on net sales and similar payments, but shall exclude (i) any payments related to R&D

funding, provided such payments are strictly for the reimbursement of documented actual research and development expenses and (ii) costs (including Taxes) actually incurred by Buyer prior to or during the execution of such Subsequent Transaction or as a result of such Subsequent Transaction. “**Seller’s Percentage**” means twenty percent (20%) in the instance of a Subsequent Transaction under Section 2.05(d)(A), and ten percent (10%) in the instance of a Subsequent Transaction under Section 2.05(d)(B) or 2.05(d)(C). All payments under this Section 2.05(d) will be made in US Dollars and as directed by Seller or Seller’s Representative and will be made within five (5) Business Days of Buyer’s receipt of the Subsequent Transaction Revenue giving rise to such payment. In the instance of a Subsequent Transaction under Section 2.05(d)(C), payment by Buyer of Seller’s Percentage shall extinguish any other payment obligations owed to Seller under this Agreement.

(e) Buyer’s payment of any amount owing under this Section 2.05 to Seller’s Representative shall be deemed payment of such amount to any Seller Assignee who has acquired rights to such payment from Seller, whether or not Buyer has received notice that Seller has assigned its right to receipt of any such amount to such Seller Assignee.

**Section 2.06. Withholding Tax**¶ Buyer shall be entitled to deduct and withhold from the Purchase Price all Taxes that Buyer may be required to deduct and withhold under any provision of Tax Law. All such withheld amounts that are paid over to the relevant Governmental Authority will be treated as delivered to Seller hereunder. In the event Buyer determines that it is required to withhold and pay Taxes, Buyer shall notify the Seller Representative of such requirement and the basis for such requirement at least five (5) days prior to any withholding. Buyer and Seller shall cooperate, as reasonably requested by the Seller Representative, to reduce the amount of withholding Taxes imposed on the Purchase Price.

**Section 2.07. Third Party Consents**¶ If the assignment by a Seller to Buyer of Seller’s rights under any Contract constituting a Purchased Asset, or any other Purchased Asset, would be a violation of applicable Law or require the consent of, or prior notification to, another Person, this Agreement will not constitute an agreement to assign such Contract or other Purchased Asset if an attempted assignment would constitute a breach thereof or be unlawful, and Seller, Seller’s Representative and Buyer shall use commercially reasonable efforts on or after the Closing to obtain any such required consent(s), including approval for a novation of any Assigned Contracts as promptly as possible. No Contract set forth in Section 2.01(e) of the Disclosure Schedules that requires the consent of, or prior notification to, another Person for the Seller to assign such Contract to Buyer shall constitute an Assigned Contract pursuant to this Agreement until such consent shall be obtained or notification shall be made. If any such consent shall not be obtained or notification made or novation approved, or if any attempted assignment would be ineffective or would impair Buyer’s rights under the Purchased Asset in question so that Buyer would not in effect acquire the benefit of all such rights: (i) for a period of up to three (3) months following the Closing Date, Seller and Seller’s Representative, to the extent permitted by Law, shall cooperate with Buyer in any commercially reasonable arrangement designed to provide such benefits to Buyer, and (ii) Buyer shall reimburse Seller or Seller’s Representative for any out-of-pocket costs actually paid by Seller or Seller’s Representative to the other party to such Assigned Contract.

### ARTICLE III CLOSING

**Section 3.01. Closing** Subject to the terms and conditions of this Agreement, the consummation of the transactions contemplated by this Agreement (the "**Closing**") will take place through the electronic exchange of documents and signatures, which process will be coordinated by Outside GC, LLC, at 10:00 am prevailing Eastern Time, simultaneously with the execution of this Agreement, or such other later time, date or place as the Seller and Buyer may mutually agree upon in writing; provided, however, that such other time or date shall be on or before the End Date. The date on which the Closing is to occur is herein referred to as the "**Closing Date**," and the Closing shall be deemed to have occurred at 11:59 pm prevailing Eastern Time on the Closing Date.

**Section 3.02. Closing Deliverables**

(a) At the Closing, Seller will deliver or cause to be delivered to Buyer the following, each of which shall be duly executed by Seller:

- (1) the Bill of Sale;
- (2) the Assignment and Assumption Agreement;
- (3) the Intellectual Property Assignment Agreements; and
- (4) the Seller Closing Certificate.

(b) At the Closing, Buyer will deliver to Seller the following, each of which shall be duly executed by Buyer (if applicable):

- (1) the Closing Payment;
- (2) the Assignment and Assumption Agreement;
- (3) the Intellectual Property Assignment Agreements; and
- (4) the Buyer Closing Certificate.

**Section 3.03. Transfer Taxes** Any transfer taxes that may be payable by reason of the sale of the Purchased Assets under this Agreement or the transactions contemplated herein ("**Transfer Taxes**") shall be borne and timely paid one-half by Buyer and one-half by Seller. Each of Buyer and Seller shall cooperate with each other and timely sign and deliver such certificates or forms as may be necessary or appropriate to file any Tax Returns required to be filed in connection with Transfer Taxes or to establish an exemption from (or otherwise reduce) such Transfer Taxes.

**ARTICLE IV  
REPRESENTATIONS AND WARRANTIES OF SELLER**

Except as set forth in the correspondingly numbered Section of the Disclosure Schedules, Seller represents and warrants to Buyer, as of the date hereof:

**Section 4.01. Organization and Qualification of Seller**¶ Seller is duly organized, validly existing and in good standing under the Laws of the jurisdiction of its organization. Seller has full power and authority to own, operate, or lease the properties and assets now owned, operated, or leased by Seller. Seller is duly licensed or qualified to do business and is in good standing in each jurisdiction in which the ownership by it of the Purchased Assets or the operation of its business as currently conducted by it makes such licensing or qualification necessary.

**Section 4.02. Authority of Seller**¶ (i) Seller has full power and authority to enter into this Agreement and the other Transaction Documents to which it is a party, to carry out, and to cause any of its Affiliates to carry out, their obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby; (ii) the execution and delivery by Seller of this Agreement and any other Transaction Document to which it is a party, the performance by Seller of its obligations hereunder and thereunder and the consummation by Seller of the transactions contemplated hereby and thereby have been duly authorized by any necessary action on the part of Seller; and (iii) this Agreement has been duly executed and delivered by Seller, and (assuming due authorization, execution and delivery by Buyer) this Agreement constitutes a legal, valid and binding obligation of Seller enforceable against Seller in accordance with its terms, subject to bankruptcy, insolvency, reorganization and other laws of general applicability relating to or effecting creditors' rights and to general principles of equity.

**Section 4.03. No Conflicts; Consents**¶ The execution, delivery and performance by Seller of the Transaction Documents to which it is a party, and the consummation of the transactions contemplated hereby and thereby, do not and will not: (a) conflict with or result in a violation or breach of, or default under, any provision of the certificate of incorporation, bylaws or other organizational documents of Seller; (b) conflict with or result in a violation or breach of any provision of any Law applicable to Seller; (c) except as set forth in Section 4.03 of the Disclosure Schedules, require the consent, notice or other action by any Person under, or conflict with, result in a violation or breach of, constitute a default or an event that would constitute a default under any Material Contract to which Seller is a party; (d) result in the creation or imposition of any Encumbrance on the Purchased Assets; or (e) require the consent of, or filing with, any Governmental Authority.

**Section 4.04. Title to Purchased Assets**¶ Seller has good and valid title to, or a valid leasehold interest in, all of the Purchased Assets. All such Purchased Assets (including leasehold interests) are free and clear of Encumbrances except for Permitted Encumbrances.

**Section 4.05. Intellectual Property**

(a) Section 4.05(a) of the Disclosure Schedules sets forth a complete and accurate list of as of the date hereof of all Intellectual Property Registrations in the name of Seller for any material Intellectual Property Assets, including a complete and accurate list of all issued patents held by, owned or purported to be owned by Seller, including name, patent number and issuance date.

(b) Each of the Intellectual Property Registrations are subsisting and in full force and effect, with the exception of any patents that expired at the end of their natural patent term.

(c) Transferability. Except for (i) Permitted Encumbrances; and (ii) as set forth in Section 4.05(c) of the Disclosure Schedules, Seller owns or possesses all necessary legal and other rights to all Intellectual Property Assets, there are no Contracts that require the payment of any money or giving of other consideration for the use of such Intellectual Property by Seller, and at Closing Seller will deliver all such Intellectual Property Assets to Buyer free and clear of all Encumbrances, other than matters disclosed in Section 4.05(c) of the Disclosure Schedules.

(d) Validity; Claims of Seller's Infringement; Ownership Disputes. Except as set forth in Section 4.05(e) of the Disclosure Schedules, all of the Intellectual Property Assets are valid and enforceable. Except as otherwise set forth in Section 4.05(e) of the Disclosure Schedules, Seller has not received any written notice in the past three (3) years that the Intellectual Property Assets infringe upon or otherwise violate any Intellectual Property (or may infringe upon or otherwise violate) of any third party. Except as set forth in Section 4.05(e) of the Disclosure Schedules, Seller has not received service of process or been charged in writing as a defendant, in the last three (3) years, in any claim, suit, action or proceeding that alleges that any of the Intellectual Property Assets infringes any Intellectual Property right of any third party. Except as set forth in Section 4.05(e) of the Disclosure Schedules, to the Knowledge of Seller, there is no pending dispute, including any claim or threatened claim, with respect to the Intellectual Property Assets: (i) contesting the right of Seller to use, exercise, sell, license, transfer or dispose of any of the Intellectual Property Assets; or (ii) challenging the ownership, validity or enforceability of any of the Intellectual Property Assets.

(e) Seller Claims of Infringement. Except as set forth on Section 4.05(f) of the Disclosure Schedules, since September 2021, Seller has not brought any actions or lawsuits alleging: (i) infringement, misappropriation or other violation by another party of any of the Intellectual Property Assets; or (ii) breach of any agreement authorizing another party to use the Intellectual Property Assets. Except as set forth on Section 4.05(f) of the Disclosure Schedules, Seller has not entered into any Contract granting any third party the right to bring infringement actions with respect to any of the Intellectual Property Assets that will survive the Closing. Except as set forth on Section 4.06(f) of the Disclosure Schedules, to the Knowledge of Seller, there do not exist any facts or dispute, including any claim or threatened claim, that could form the basis of any such action or lawsuit.



(f) No Restriction on Transfer. Except as set forth in Section 4.05(f) of the Disclosure Schedules, Seller has the full right, power and authority to sell, assign, transfer and convey all of their right, title and interest in and to the Intellectual Property Assets to Buyer, and upon Closing, Buyer will acquire from Seller good and marketable title to the Intellectual Property Assets, free of Encumbrances (other than Permitted Encumbrances). Except as set forth in Section 4.05(g) of the Disclosure Schedules, no Intellectual Property Asset is subject to any outstanding order, judgment, decree, stipulation or agreement related to or restricting in any manner the licensing, assignment, transfer or conveyance thereof by Seller.

**Section 4.06. Legal Proceedings; Governmental Orders**¶ There are no Actions pending or, to the Knowledge of Seller, threatened in writing against or by Seller that challenge or seek to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement. There are also no Actions pending or, to the Knowledge of Seller, threatened in writing against Seller by any creditor or claimant against Seller, its business, properties or assets, and in particular there are no bankruptcy, reorganization or receivership proceedings pending against, or, to the Knowledge of the Seller, being contemplated by or threatened against Seller. To the Knowledge of Seller, no event has occurred or circumstances exist that may give rise or serve as a basis for any such Action.

**Section 4.07. Brokers**¶ Except to the extent payable solely by Seller, no broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement or any other Transaction Document based upon arrangements made by or on behalf of Seller or any Affiliate of Seller.

**Section 4.08. Exclusivity of Representations and Warranties**¶ None of Seller nor any other Person is making any representation or warranty of any kind or nature whatsoever, oral or written, express or implied, relating to Seller (including, but not limited to, any relating to financial condition, results of operations, assets or liabilities of Seller), except as expressly set forth in this ARTICLE IV and the Disclosure Schedules, and Seller hereby disclaims any such other representations or warranties.

**Section 4.09. Sale Process**. Seller has conducted a good-faith, arms-length process to identify potential purchasers of the Purchased Assets, resulting in the receipt of serious inquiries from multiple potential purchasers and culminating in the receipt of multiple actionable proposals. Seller's decision to enter into this Agreement with Buyer was based on the determination by Seller that the combination of (a) the Buyer's expertise with the Intellectual Property Assets, (b) its demonstrated commitment to the development and advancement of the Purchased Assets to a commercial Product(s), and (c) the financial consideration offered by Buyer to Seller was on balance, from the perspective of Seller, the most viable in comparison to those offered by other potential buyers and therefore in the best interests of its stockholders.

**Section 4.10. "AS IS" Sale**¶ BUYER HEREBY ACKNOWLEDGES AND AGREES THAT, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS ARTICLE IV, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO ANY MATTER

RELATING TO THE PURCHASED ASSETS INCLUDING EXPENSES TO BE INCURRED IN CONNECTION WITH THE PURCHASED ASSETS, THE PHYSICAL CONDITION OF ANY PERSONAL PROPERTY COMPRISING A PART OF THE PURCHASED ASSETS OR WHICH IS THE SUBJECT OF ANY OTHER LEASE OR OTHER CONTRACT TO BE ASSUMED BY BUYER, THE MERCHANTABILITY OR FITNESS OF THE PERSONAL PROPERTY OR ANY OTHER PORTION OF THE PURCHASED ASSETS FOR ANY PARTICULAR PURPOSE, OR ANY OTHER MATTER OR THING RELATING TO THE PURCHASED ASSETS OR ANY PORTION THEREOF. WITHOUT IN ANY WAY LIMITING THE FOREGOING, SELLER HEREBY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AS TO ANY PORTION OF THE PURCHASED ASSETS. SUBJECT TO THE REPRESENTATIONS SET FORTH IN THIS ARTICLE IV, BUYER WILL ACCEPT THE PURCHASED ASSETS AT THE CLOSING “AS IS,” “WHERE IS,” AND “WITH ALL FAULTS.” FURTHERMORE, BUYER HEREBY EXPRESSLY ACKNOWLEDGES THAT THE ASSIGNMENT AND ASSUMPTION OF THE ASSIGNED CONTRACTS FORMING PART OF THE PURCHASED ASSETS, IF ANY, WILL BE CONSUMMATED IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT.

**ARTICLE V**  
**REPRESENTATIONS AND WARRANTIES OF BUYER**

Buyer represents and warrants to Seller as follows:

**Section 5.01. Organization of Buyer.** Buyer is a corporation duly organized, validly existing and in good standing under the Laws of the State of Delaware.

**Section 5.02. Authority of Buyer.** Buyer has full power and authority to enter into this Agreement and the other Transaction Documents to which Buyer is a party, to carry out its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution and delivery by Buyer of this Agreement and any other Transaction Document to which Buyer is a party, the performance by Buyer of its obligations hereunder and thereunder and the consummation by Buyer of the transactions contemplated hereby and thereby have been duly authorized by all requisite corporate action on the part of Buyer. This Agreement has been duly executed and delivered by Buyer, and (assuming due authorization, execution and delivery by Seller) this Agreement constitutes a legal, valid and binding obligation of Buyer enforceable against Buyer in accordance with its terms, subject to bankruptcy, insolvency, reorganization and other laws of general applicability relating to or effecting creditors' rights and to general principles of equity.

**Section 5.03. No Conflicts; Consents.** The execution, delivery and performance by Buyer of this Agreement and the other Transaction Documents to which it is a party, and the consummation of the transactions contemplated hereby and thereby, do not and will not conflict with or result in a violation or breach of, or default under, any provision of the certificate of formation, limited liability company agreement, or other organizational documents

of Buyer or require the consent, notice or other Action by any Person under any Contract to which Buyer is a party.

**Section 5.04. Financing** Buyer will have at Closing funds or financing in place necessary to pay and deliver to Seller the Purchase Price and to perform and satisfy any Assumed Liabilities as such Assumed Liabilities come due. In no event shall the receipt or availability of any funds or financing by Buyer or any other financing or other transactions be a condition to Buyer's obligations hereunder.

**Section 5.05. Brokers** Except to the extent payable solely by Buyer, no broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement or any other Transaction Document based upon arrangements made by or on behalf of Buyer.

**Section 5.06. Legal Proceedings** There are no Actions pending or threatened in writing against or by Buyer or any Affiliate of Buyer that challenge or seek to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement. No event has occurred or circumstances exist that may give rise or serve as a basis for any such Action.

**Section 5.07. Exclusivity of Representations and Warranties**. None of Buyer nor any other Person is making any representation or warranty of any kind or nature whatsoever, oral or written, express or implied, relating to Buyer (including, but not limited to, any relating to the financial condition, results of operations, assets, liabilities or business prospects of Buyer), except as expressly set forth in this ARTICLE V and the Disclosure Schedules, and Seller hereby disclaims any such other representations or warranties.

## **ARTICLE VI COVENANTS**

**Section 6.01. Confidentiality** From and after the Closing, Seller will, and will cause its respective Affiliates to, hold, and will use its Commercially Reasonable Efforts to cause its respective Representatives to hold, in confidence any and all information, whether written, oral, electronic or otherwise, relating to the Purchased Assets (collectively, "**Confidential Information**").

**Section 6.02. Availability of Books and Records, Progress Reports, Audits.**

(a) To the extent that Seller delivers Books and Records or copies of Books and Records to Buyer at the Closing Date, then from and after the Closing, Buyer shall provide to the Seller Representative (after reasonable notice and during normal business hours and without charge to Seller) access to (a) Buyer's personnel who have custody of Books and Records for periods prior to the Closing and (b) all Books and Records for periods prior to the Closing and shall preserve such Books and Records or deliver copies of such Books and Records to Seller Representative, subject to compliance with applicable Law. Such access to Books and Records shall include access to any such information in electronic form to the extent reasonably available. Seller shall have the right to retain copies of Books and Records for periods prior to the Closing.

With respect to any litigation and claims, Buyer shall, at Seller's sole expense, render all reasonable assistance that Seller may request in defending such litigation or claim and shall make available to Seller, for and at reasonable times, Buyer's personnel most knowledgeable about the matter in question.

(b) Following the Closing, Buyer shall use Commercially Reasonable Efforts to research and develop Products arising from or related to the Purchased Assets and will provide Seller and/or Seller's Representative with a periodic written report, no less frequent than once per year on or around the anniversary date of the Closing, which will summarize in reasonable detail the progress being made in Buyer's efforts to develop, make, have made, manufacture, use, market, sell, and commercialize Products, including updated timelines for major development activities and progress made in regard to financing and fund raising for the pursuit of such plans and activities (the "**Progress Report**"). Upon the request of Seller and/or Seller's Representative, Buyer shall make appropriate books and records supporting the Progress Report available for Seller and/or Seller's Representative review and inspection. Seller and/or Seller's Representative shall treat all such Progress Reports as confidential information of Buyer.

(c) Upon not less than five (5) Business Days' written notice to Buyer (the "**Audit Notice**"), an independent auditor selected by Seller and/or Seller's Representative may audit the books and records of Buyer relevant to the Milestone Triggering Events and Milestone Payments specified in Section 2.05(c) no more than once every calendar year to verify any Milestone Triggering Event and the corresponding Milestone Payment. Such audit shall be conducted during normal business hours at Seller and/or Seller's Representative's cost, provided that any such independent auditor and to the extent involved in such audit, Seller and/or Seller's Representative and any representative of the same enter into a reasonable and customary confidentiality agreement with Buyer prior to commencing any such audit. Buyer shall provide such independent auditor with reasonable access to all such books and records relevant to the Milestone Events and shall reasonably cooperate with such independent auditor to conduct such audits. The Company shall use commercially reasonable efforts to cause any partner collaborating on a Product to grant to Seller and/or Seller's Representative audit rights under Buyer's Contract with such Product partner consistent with those granted to Seller and/or Seller's Representative under this Section 6.02(c).

(d) From and after the Closing, Seller or Seller's Representative shall provide to Buyer (after reasonable notice and during normal business hours and without charge to Seller) access to all books and records of Seller that are not delivered to Buyer at the Closing and which relate to the Purchased Assets and shall preserve such books and records or deliver copies of such books and records to Buyer, subject to compliance with applicable Law. Such access shall include access to any such information in electronic form to the extent reasonably available. With respect to any litigation and claims related to the Purchased Assets, Seller and Seller's Representative shall, at Buyer's sole expense, render all reasonable assistance that Buyer may request in defending such litigation or claim.

**Section 6.03. Bulk Sales/Tax Clearance Waiver.** The parties agree to waive compliance with the provisions of any so-called "bulk transfer law," "bulk sales law," or any similar Tax Law (including any tax clearance or certification of tax compliance Law) of any jurisdiction that may be applicable with respect to the sale of the Purchased Assets as

contemplated by this Agreement; it being understood that any Liabilities arising out of the failure of Seller to comply with the requirements and provisions of any so-called “bulk transfer law,” “bulk sales law,” or any similar Tax Law (including any tax clearance or certification of tax compliance Law) of any jurisdiction shall not constitute Assumed Liabilities and shall be treated as Excluded Liabilities.

**Section 6.04. Cooperation on Tax Matters**¶ Seller and Buyer shall (and shall cause their respective Affiliates to) cooperate fully with each other and make available or cause to be made available to each other for consultation, inspection, and copying (at such other party’s expense) in a timely fashion such personnel, Tax data, relevant Tax Returns or portions thereof, and filings, files, books, records, documents, financial, technical and operating data, computer records, and other information as may be reasonably requested, including (a) for the preparation by such other party of any Tax Returns or (b) in connection with any Tax audit or proceeding including one party (or an Affiliate thereof) to the extent such Tax audit or proceeding relates to or arises from the transactions contemplated by this Agreement.

**Section 6.05. Retention of Tax Records**¶ From the Closing Date to the earliest of (i) seven years from the Closing Date, and (ii) the expiration of the relevant statute of limitations, each of Seller (and, after dissolution of Seller, Seller’s Representative) and Buyer shall retain possession of all accounting, business, financial, and Tax records and information that (a) relate to the Purchased Assets and are in existence on the Closing Date and (b) come into existence after the Closing Date but relate to the Purchased Assets before the Closing Date, and each of the parties shall give the other parties notice and a reasonable opportunity to retain any such records in the event that the party in possession of such records shall make a determination to destroy or otherwise abandon any such records. From the Closing Date to the earliest of (x) seven years from the Closing Date or (y) the expiration of the relevant statute of limitations, Seller (and, after Seller’s dissolution, Seller’s Representative) shall retain possession of all accounting, business, financial, and Tax records and information that relate to the Excluded Liabilities and shall give Buyer notice and a reasonable opportunity to retain any such records in the event that Seller or Seller’s Representative, as applicable, shall make a determination to destroy or otherwise abandon any such records. In addition, from and after the Closing Date, Seller or Seller’s Representative shall provide to Buyer, and Buyer shall provide to Seller or Seller’s Representative (after reasonable notice and during normal business hours and without charge) access to the books, records, documents, and other information relating to the Purchased Assets as the requesting party may reasonably deem necessary to properly prepare for, file, prove, answer, prosecute, and defend any Tax Return, claim, filing, Tax audit, Tax protest, suit, proceeding, or answer. Such access shall include access to any computerized information systems that contain data regarding the Purchased Assets. The provisions contained in this Section 6.05 are intended to, and shall, supplement and not limit the generality of the provisions contained in Section 6.02.

**Section 6.06. Further Assurances**¶ Following the Closing, each of the parties hereto will, and will cause its Affiliates, to, execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement and the other Transaction Documents. Following any

dissolution of Seller, Buyer shall be entitled to rely upon any action taken or omitted to be taken by Seller's Representative as having been authorized by Seller and each Seller Assignee.

## ARTICLE VII CONDITIONS TO CLOSING

**Section 7.01. Conditions to Obligations of All Parties**¶ The respective obligations of each party to consummate the transactions contemplated by this Agreement are subject to no Governmental Authority having enacted, issued, promulgated, enforced or entered any Governmental Order that is in effect and has the effect of making the transactions contemplated by this Agreement illegal, otherwise restraining or prohibiting consummation of such transactions that are not otherwise satisfied or resolved.

**Section 7.02. Conditions to Obligations of Buyer**¶ The obligations of Buyer to consummate the transactions contemplated by this Agreement are subject to the fulfillment or Buyer's waiver, at or prior to the Closing, of each of the following conditions:

(a) The representations and warranties of Seller contained in this Agreement, the other Transaction Documents and any certificate or other writing delivered pursuant hereto shall be true and correct in all respects on and as of the Closing Date (except for those representations and warranties that address matters only as of a specified date, the accuracy of which shall be determined as of that specified date in all respects).

(b) Seller shall have duly performed and complied in all material respects with all agreements, covenants and conditions required by this Agreement and each of the other Transaction Documents to be performed or complied with by it prior to or on the Closing Date.

(c) Seller shall have delivered to Buyer duly executed counterparts to the Transaction Documents (other than this Agreement) and such other documents and deliveries set forth in Section 3.02(a).

(d) Buyer shall have received a certificate, dated the Closing Date and signed by a duly authorized officer of Seller that each of the conditions set forth only in Section 7.02(a) and Section 7.02(b) have been satisfied (the "**Seller Closing Certificate**").

**Section 7.03. Conditions to Obligations of Seller**¶ The obligations of Seller to consummate the transactions contemplated by this Agreement are subject to the fulfillment or Seller's waiver, at or prior to the Closing, of each of the following conditions:

(a) The representations and warranties of Buyer contained in this Agreement, the other Transaction Documents and any certificate or other writing delivered pursuant hereto shall be true and correct in all respects on and as of the Closing Date (except for those representations and warranties that address matters only as of a specified date, the accuracy of which shall be determined as of that specified date in all respects).

(b) Buyer shall have duly performed and complied in all material respects with all agreements, covenants and conditions required by this Agreement and each of the

other Transaction Documents to be performed or complied with by it prior to or on the Closing Date.

(c) Buyer shall have delivered to Seller duly executed counterparts to the Transaction Documents (other than this Agreement) and such other documents and deliveries set forth in Section 3.02(b).

(d) Seller shall have received a certificate, dated the Closing Date and signed by a duly authorized officer of Buyer, that each of the conditions set forth only in Section 7.03(a) and Section 7.03(b) have been satisfied (the “**Buyer Closing Certificate**”).

#### ARTICLE VIII

[Article VIII is omitted intentionally]

#### ARTICLE IX MISCELLANEOUS

**Section 9.01.** Expenses Except as otherwise expressly provided herein, all costs and expenses, including, without limitation, fees and disbursements of counsel, financial advisors and accountants, incurred in connection with this Agreement and the transactions contemplated hereby will be paid by the party incurring such costs and expenses, whether or not the Closing occurs.

**Section 9.02.** Seller Representative

(a) Seller irrevocably appoints Anurag Agarwal of Osage University Partners as the Chief Liquidating Officer, as well as representative, agent and proxy for Seller (the “**Seller Representative**”) for all purposes under this Agreement and the Transaction Documents, including the full power and authority to act on Seller’s behalf and on behalf of any Seller Assignee: (i) to consummate the transactions contemplated by the Transaction Documents; (ii) to negotiate disputes arising under, or relating to, the Transaction Documents; (iii) to receive and disburse to Seller and any Seller Assignee any funds received on behalf of Seller or Seller Assignee under the Transaction Documents; (iv) to withhold any amounts received on behalf of Seller or any Seller Assignee pursuant to the Transaction Documents or otherwise to satisfy any and all obligations or liabilities incurred by Seller or Seller’s Representative in the performance of its duties hereunder or thereunder; (v) to execute and deliver any amendment or waiver to this Agreement or the Transaction Documents (in each case, without the prior approval of Seller or any Seller Assignee); and (vi) to take all other actions to be taken by or on behalf of Seller in connection with the Transaction Documents. Seller further agrees that such agency and proxy are coupled with an interest, are therefore irrevocable without the consent of the Seller Representative and shall survive the dissolution or liquidation of Seller. All decisions and actions by the Seller Representative shall be binding upon Seller and any Seller Assignee, and neither Seller nor any Seller Assignee shall have the right to object, dissent, protest, or otherwise contest the same. The Seller Representative shall have no duties or obligations hereunder, including any fiduciary duties, except those set forth herein, and such duties and obligations shall be determined solely by the express provisions of this Agreement.

(b) Seller agrees to indemnify and hold harmless Seller Representative and its Representatives against all expenses (including reasonable attorneys' fees), judgments, fines and amounts incurred by such Persons in connection with any action, suit or proceeding to which the Seller Representative or such other Person is made a party by reason of the fact that it is or was acting as, or at the direction of, the Seller Representative pursuant to the terms of this Agreement.

(c) Neither the Seller Representative nor any of its Representatives shall incur any liability to Seller by virtue of the failure or refusal of such Persons for any reason to consummate the transactions contemplated hereby or relating to the performance of their duties hereunder, except for actions or omissions constituting intentional and knowing fraud. The Seller Representative and its Representatives shall have no liability in respect of any action, claim or proceeding brought against such Persons by Seller, regardless of the legal theory under which such liability or obligation may be sought to be imposed, whether sounding in contract or tort, or whether at law or in equity, or otherwise, if such Persons took or omitted taking any action in good faith.

(d) In the event that the Seller Representative becomes unable or unwilling to continue in its capacity as the Seller Representative, or if the Seller Representative resigns as the Seller Representative, a new representative may be appointed by a written notice of the then-serving Seller Representative. Notice appointing such new representative must be delivered to Buyer and Seller (if still in existence). Such appointment will be effective upon the later of the date indicated in the notice or the date such consent is received by Buyer.

(e) Buyer shall be entitled to rely upon any action or decision of, or instruction by, or any document or other paper delivered by, the Seller Representative on behalf of Seller (without any obligation to inquire into the authority of the Seller Representative or the genuineness or correctness of such document or other paper or any signature of the Seller Representative), and Buyer shall not be liable to Seller for any action taken or omitted to be taken by Buyer in such reliance or with respect to actions, decisions and determinations of the Seller Representative.

**Section 9.03. Notices**¶ All notices, requests, consents, claims, demands, waivers and other communications hereunder will be in writing and deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient or (d) on the third (3rd) day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as may be specified in a notice given in accordance with this Section 9.03):

If to Seller:	Anurag Agarwal Osage University Partners 50 Monument Road, Suite 201 Bala Cynwyd, PA 19004
---------------	---



E-mail : agarwal@oup.vc

with copies (that will not constitute notice) to: Outside GC, LLC  
501 Boylston Street, 10<sup>th</sup> Floor  
Boston, MA 02116  
E-mail : pyachmetz@outsidegc.com  
Attention: Philip Yachmetz

If to Buyer: Mitochondria in Motion, Inc.  
4340 Duncan Ave, Suite 216  
St Louis MO 63110  
Attention: Gerald W. Dorn, MD  
E-mail: gdorn@mimdrugs.com

with copies (that will not constitute notice) to: Vorys, Sater, Seymour & Pease LLP  
301 East Fourth St.  
Suite 3500  
Cincinnati, OH 45202

Attention: Victor Walton  
E-mail: vawalton@vorys.com

**Section 9.04. Interpretation**¶ For purposes of this Agreement, (a) the words “include,” “includes” and “including” will be deemed to be followed by the words “without limitation”; (b) the word “or” is not exclusive; and (c) the words “herein,” “hereof,” “hereby,” “hereto” and “hereunder” refer to this Agreement as a whole. Unless the context otherwise requires, references herein: (x) to Articles, Sections, Disclosure Schedules and Exhibits mean the Articles and Sections of, and Disclosure Schedules and Exhibits attached to, this Agreement; (y) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement will be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Disclosure Schedules and Exhibits referred to herein will be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

**Section 9.05. Disclosure Schedules**¶ Each representation, warranty and covenant set forth herein shall have independent significance. Any item or matter required to be disclosed on a particular section of the Disclosure Schedules pursuant to this Agreement shall be deemed to have been disclosed if information for such item or matter complying with such disclosure requirements is set forth on another section of the Disclosure Schedules, to the extent reasonably apparent that such information applies to such particular section of the Disclosure Schedules.

**Section 9.06. Headings**¶ The headings in this Agreement are for reference only and will not affect the interpretation of this Agreement.

**Section 9.07. Severability**¶ If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto will negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

**Section 9.08. Entire Agreement**¶ This Agreement and the other Transaction Documents constitute the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and therein, and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements in the body of this Agreement and those in the other Transaction Documents, the Exhibits and Disclosure Schedules (other than an exception expressly set forth as such in the Disclosure Schedules), the statements in the body of this Agreement will control.

**Section 9.09. Successors and Assigns**¶ All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the Parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns. Seller may assign its right to receive the Milestone Payments and Seller's Percentage of any Subsequent Transaction Revenue under Sections 2.05(c) and (d) to one or more Seller Assignees; provided, however, that in the event Seller assigns any right to receive the Milestone Payments and Seller's Percentage of any Subsequent Transaction Revenue to a Seller Assignee, Buyer shall be entitled to make any such payment to Seller's Representative on behalf of, as the representative of, such Seller Assignees in full satisfaction of its obligation under Section 2.05(c) or (d). Anything contained herein to the contrary notwithstanding, Buyer shall have no responsibility for determining the appropriate allocation as between or among more than one Seller Assignees of any payment owing by Buyer to Seller under this Agreement including under Sections 2.05(c) and (d).

**Section 9.10. No Third-Party Beneficiaries**¶ This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns under Section 9.09 and nothing herein, express or implied, is intended to or will confer upon any other Person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

**Section 9.11. Amendment and Modification; Waiver**¶ This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party will operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether

occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement will operate or be construed as a waiver thereof; nor will any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

**Section 9.12. Governing Law; Submission to Jurisdiction; Jury Trial**

**Waiver** ¶

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

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

(c) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT OR THE OTHER TRANSACTION DOCUMENTS IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE OTHER TRANSACTION DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. EACH PARTY TO THIS AGREEMENT CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (B) SUCH PARTY HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (D) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 9.12(c).


**Section 9.13. Counterparts**|| This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will be deemed to be one and the same agreement. A signed copy of this Agreement or any Transaction Document delivered by facsimile, e-mail or other means of electronic transmission will be deemed to have the same legal effect as delivery of an original signed copy of this Agreement or any Transaction Document.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

**BUYER:**

**MITOCHONDRIA IN MOTION, INC.,**  
a Delaware Corporation

By:   
Name: Sergio M. Gomez, Inc.  
Title: President

**SELLER:**

**MITOCHONDRIA EMOTION, INC.**  
a Delaware Corporation

By: \_\_\_\_\_  
Name: Christina Isacson  
Title: President

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

**BUYER:**

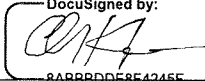
**MITOCHONDRIA IN MOTION, INC.,**  
a Delaware Corporation

By: \_\_\_\_\_  
Name: Gerald W. Dorn, MD  
Title: President

**SELLER:**

**MITOCHONDRIA EMOTION, INC.**  
a Delaware Corporation

By: \_\_\_\_\_  
Name: Christina Isacson  
Title: President

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