
**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): August 12, 2020

LIXTE BIOTECHNOLOGY HOLDINGS, INC.

DELAWARE
(State or other jurisdiction
of incorporation)

000-51476
(Commission
File Number)

20-2903526
(IRS Employer
Identification No.)

248 Route 25A, No. 2
East Setauket, New York 11733
(Address of principal executive offices)

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

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (See General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act of 1933 (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(e) under the Exchange Act (17 CFR 240.13e-4(c))

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

Title of Each Class	Trading Symbol(s)	Name of each exchange on which registered
Common	LIXT	N/A

Item 1.01. Entry into Material Definitive Agreement.

Angelman Syndrome

On August 12, 2020, the Company entered into a Master Service Agreement (“Service Agreement”) with Foundation for Angelman Syndrome Therapeutics, “FAST”, pursuant to which the parties agreed to collaborate in supporting preclinical studies of the potential benefit of the Company’s proprietary lead clinical compound, LB-100, in a mouse model of Angelman Syndrome (AS). The preclinical studies will be done at the University of California, Davis. Under the Service Agreement, if the preclinical studies confirm that LB-100 reduces AS signs in rodent models, the parties will enter into discussions of further collaborations to most efficiently assess the benefit of LB-100 in patients with AS.

The above description of the Service Agreement is qualified in its entirety by reference to the Master Service Agreement attached as Exhibit 10.1, attached hereto.

Robert Weingarten

Effective August 12, 2020, the Company entered into an employment agreement (the “Employment Agreement”) with Robert . Weingarten pursuant to which Mr. Weingarten was appointed as the Company’s Vice President and Chief Financial Officer. Mr. Weingarten is to receive an annual salary of \$120,000 and options for 350,000 shares of common stock. The options can be exercised on a cashless basis. The options will have a term of five years and an exercise price of \$1.19 per share. The options will vest as to 25% on August 12, 2020, and 25% vesting on each anniversary of the effective date of the Employment Agreement. The Employment Agreement is for an initial term of one year, which shall be automatically renewed for additional periods of one year unless notice of termination has been sent by either party not less than 60 days prior to the expiration of any one-year period.

Mr. Weingarten is an experienced business consultant and advisor with a consulting practice focusing on accounting and SEC compliance issues. Since 1979, Mr. Weingarten has provided such financial consulting and advisory services, has acted as chief financial officer, and has served on the boards of directors of numerous public companies in various stages of development, operation or reorganization. Mr. Weingarten has experience in a variety of industries, including the pharmaceutical industry.

Mr. Weingarten has been a Director of Guardion Health Sciences, Inc. since June 2015 and Chairman of the board of directors since July 2020. Previously, Mr. Weingarten served as Lead Director on Guardion’s board of directors from January 2017 to March 2020. From July 2017 to June 2018, Mr. Weingarten was the Chief Financial Officer of Alltemp, Inc. From April 2013 to February 2017, Mr. Weingarten served on the board of directors of RespireRx Pharmaceuticals Inc. and also served as Vice President and Chief Financial Officer. Mr. Weingarten received a B.A. in Accounting from the University of Washington in 1974, a M.B.A. in Finance from the University of Southern California in 1975, and is a Certified Public Accountant (inactive) in the State of California.

The above description of the Employment Agreement is qualified in its entirety by reference to the Employment Agreement attached hereto as Exhibit 10.2.

Eric Forman

Reference is made to the current report on Form 8-K filed on July 17, 2020 pertaining to the employment agreement with Eric Forman. The parties thereto have agreed to increase his annual salary from \$100,000 to \$120,000 and the Company has granted Mr. Forman five year options to purchase 350,000 shares of the Company’s Common Stock with 25% of the options vesting on the effective date of his agreement and 25% on each anniversary thereafter.

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

Reference is made to the discussion in Item 1.01 above with regard to Robert Weingarten and Eric Forman and is incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) There is filed as part of this report the exhibits listed on the accompanying Index to Exhibits which exhibit is incorporated herein by reference

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Date: August 18, 2020

LIXTE BIOTECHNOLOGY HOLDINGS, INC.

By: /s/ JOHN S. KOVACH

John S. Kovach, Chief Executive Officer

INDEX TO EXHIBITS

Exhibit No.	Description
10.01	Master Service Agreement with Foundation of Angelman Syndrome Therapeutics "FAST"
10.02	Employment Agreement with Robert Weingarten

MASTER SERVICE AGREEMENT

This Master Service Agreement (“Agreement”) is dated as of August 12, 2020 (the “Effective Date”) by and between FOUNDATION FOR ANGELMAN SYNDROME THERAPEUTICS, “FAST”, a California corporation with a principal place of business in Illinois, US, and Lixte Biotechnology Holdings, Inc., a Delaware corporation (“Company”). FAST and Company may be referred to herein as a “Party” or, collectively, as “Parties”.

RECITALS:

WHEREAS, FAST is a California non-profit 501(c)(3) organization dedicated to funding research for treatments and a cure for Angelman Syndrome (“AS”); and

WHEREAS, FAST has made a grant to the Regents of the University of California on behalf of its Davis campus (“Institution”) with a project under the direction of Dr. David Segal to create a stable infrastructure for the rapid testing of potential therapeutics in rodent models of AS; and

WHEREAS, Company would like to test its compound LB-100 (together with all analogs, metabolites and/or active forms thereof, and all derivatives or parts of the foregoing, the “Compound”) for potential therapeutic effect in rodent models of AS utilizing the infrastructure at Institution funded by FAST.

NOW, THEREFORE, in consideration of the various promises and undertakings set forth herein, the Parties agree as follows:

ARTICLE 1.

DEFINITIONS

1.1. “Background Intellectual Property” of a Party or of Institution means all intellectual property rights: (a) owned or controlled by such Party or Institution on or prior to the date of this Agreement or (b) acquired or developed by such Party or Institution after the date of this Agreement other than in connection with the performance of the Services or performance of this Agreement, including such rights in any Materials (as defined below), copyrights, inventions (whether or not patentable), software, know-how, United States and foreign patent applications claiming said patentable inventions, including any divisional, continuation, continuation-in-part (to the extent that the claims are directed to said patentable inventions), and foreign equivalents thereof, as well as any patents issued thereon or reissues or reexaminations thereof.

1.2. “Data” shall mean all results, data and information (including analytical, pre-clinical, clinical, safety, manufacturing and quality control), study designs and protocols generated in the performance of the Services under this Agreement.

1.3. “Invention” shall mean all inventions, invention disclosures, formulae, compositions, program, software, works of authorship, products, methods or processes, innovations, discoveries, findings and improvements (whether or not patentable), assays, materials (including biological, pharmacological, toxicological, pharmaceutical and chemical), and research tools discovered, conceived, invented or first reduced to practice (collectively, “Invented”) in the performance of the Services by (or on behalf of) FAST or Institution (whether solely or jointly with another person or entity), but in no event including Data. For the avoidance of doubt, Inventions are not Background Intellectual Property.

1.4. "Patents" shall mean all patents and patent applications, including divisionals, continuations, continuations-in-part, converted provisionals and any and all extensions or restorations.

1.5. "Services" means the research services to be performed by or on behalf of FAST and Institution under this Agreement, including under a Project Agreement (as defined below).

1.6. "Project Agreement" means a written agreement defining a project scope of work, and expected deliverables that is executed by both Parties. A Project Agreement is deemed to be incorporated by reference into, and subject to the terms and conditions of this Agreement.

ARTICLE 2.

SERVICES

2.1. The Services shall be provided by Institution in accordance with this Agreement and the FAST Infrastructure Grant Agreement between the Fast and Institution dated February 1, 2020 (Grant Number FT2020-002) (the "Institution Agreement"). FAST shall direct Institution to commence the Services after the Effective Date and shall use its best efforts to cause Institution to conduct such Services in accordance with the terms and conditions of this Agreement, including all Project Agreements. For the avoidance of doubt, FAST shall be responsible to Company for any breach of or failure to comply with this Agreement by Institution.

2.2. This Agreement does not prevent FAST or Institution from providing similar services for, or engaging in research in a similar field with, entities other than the Company.

2.3. Company agrees to provide FAST the materials identified in the Project Agreement ("Materials") for use in connection with the Services in accordance with the Material Transfer Terms attached hereto as Attachment A, the terms of which are incorporated herein by reference. FAST agrees that it will, and will direct Institution to, comply with the Material Transfer Terms attached hereto as Attachment A.

2.4. Upon completion of the study described in the Project Agreement attached hereto as Attachment B (the "Initial Study"), the Parties shall promptly meet to review the Data resulting from the Initial Study. In the event that such Data indicates that the Compound could be therapeutically beneficial to individuals with Angelman Syndrome, FAST and Company promptly shall commence good faith negotiations to enter into a collaboration on reasonable terms pursuant to which FAST would provide operational and financial support for further clinical development of the Compound in exchange for mutually agreeable consideration.

ARTICLE 3.

COSTS & PAYMENT

3.1. Company acknowledges that FAST's operations partially rely on Services recipients paying to FAST the consideration owed for any Services provided. Accordingly, Company's failure to comply with the cost and payment obligations, constitutes a material breach of this Agreement entitling FAST to seek all available remedies.

3.2. Conditioned on FAST's completion of the study described in Attachment B, Company agrees to pay FAST five percent (5%) of all Proceeds (defined below) received by Company, up to a cap of two hundred fifty thousand dollars (\$250,000). "Proceeds" means gross revenues received by Company from: (a) commercial sales of a Product (defined below) and (b) any monetary payments received by Company attributable to the grant of rights to a third party to sell a Product (excluding (i) equity or debt investments in Company or its affiliates by a third party, or equity or debt investments in Company or its affiliates received as consideration other than for such grant of license, (ii) payments by a third party for payment or reimbursement of patent prosecution, defense, enforcement and maintenance and other related expenses, (iii) payments by a third party for bona fide research, development, or manufacturing activities (including payments for FTEs) relating to the Product undertaken by or on behalf of the Company after the effective date of the license, (iv) payment for goods supplied to a third party at fair market value). "Product" means a regulatory-approved therapeutic for Angelman's Syndrome comprising the Compound, the regulatory approval of which was based in whole or part on Data arising from the study described in Attachment B. For the avoidance of doubt, Company has no payment obligations to Institution hereunder, and no responsibility for any obligations of FAST to Institution under the Institution Agreement.

ARTICLE 4.

DATA; RECORDS AND REPORTS

4.1. Subject to 5.2, Company shall own the Data and any research reports communicating the Data furnished by FAST or Institution to Company during the performance of the Services. Company grants FAST and Institution a right to use Data solely for educational and research purposes.

4.2. FAST shall cause Institution to maintain records of the Data and the progress of the Services and shall provide Company with reports of the Data and progress of the Services in accordance with the Project Agreement.

4.3. Should Company stop efforts related to development of the Materials for use in the treatment of Angelman Syndrome, Company shall give FAST written notice within thirty (30) days following the date of such cessation.

4.4. FAST in its sole discretion may request one audit of Company's relevant books and records to verify Company's compliance with its obligations respecting the payments under Section 3.2. Such shall be conducted by a mutually-acceptable independent auditor, during Company's regular business hours, at FAST's sole cost. The auditor shall enter into an appropriate confidentiality agreement with Lixte. Company will make such books and records available to the independent auditor for inspection within ten (10) days of when FAST notifies Company of its exercise of the audit right in this Section 4.4. Company agrees that if the audit uncovers a shortfall in the amounts paid to FAST of greater than 5% between what Company paid to FAST and what Company owes FAST for the exploitation of Data, then Company must pay FAST within thirty (30) days of when the audit is completed (a) all amounts necessary to cover the shortfall; and (b) all costs that FAST incurs in conducting the audit.

ARTICLE 5.

INTELLECTUAL PROPERTY

5.1. Each Party shall retain all right, title, and interest in and to that Party's Background Intellectual Property utilized in the performance of the Services.

5.2. No Inventions are anticipated to be conceived and no Patents to be filed in connection with the performance of the Services. FAST and Institution will not file any application for a Patents covering any Invention developed in connection with the performance of the Services. FAST agrees that any patentable Invention that incorporates, derives from or otherwise uses the Compound (a "Patentable Compound Invention") will be owned exclusively by Company, and Company will have the sole right to file a patent application for any Patentable Compound Invention. In the event that a Patentable Compound Invention is developed, FAST will (and will cause Institution to) assign all rights in such Patentable Compound Invention to Company, without the payment of additional consideration by Company. In the event Institution does not agree to assign such rights, upon the request of Company, FAST will enforce its rights under the Institution Agreement or assign such enforcement rights to Company.

5.3. FAST represents and warrants that Institution has agreed to provide to FAST all Data promptly after such Data is developed, and FAST will provide to Company all Data promptly after receipt from Institution. FAST represents and warrants that Institution has agreed in the Institution Agreement that, as between Institution and FAST, FAST will own any such Data, and Institution has agreed to assign to FAST all right, title and interest to all Data, and FAST hereby irrevocably assigns to Company any and all such right, title and interest in such Data (including the right under the Institution Agreement to require Institution to execute and document the foregoing assignment), without the requirement of Company to pay any additional consideration.

5.4. FAST and Institution will execute such documents, and provide other support and cooperation, as is reasonably requested by Company to effect, document, perfect, record and enforce the assignments described in Section 5.2 and 5.3.

ARTICLE 6.

CONFIDENTIALITY & PUBLICATION

6.1. In the course of performing work under this Agreement, it may be necessary for a party to disclose to the other certain confidential/proprietary information or data ("Confidential Information"). FAST may provide Confidential Information of Company to Institution in connection with the performance of the Services, provided that Institution has agreed in writing to be bound by obligations of confidentiality no less protective of Company Confidential Information than those imposed by this Agreement. Each party agrees to hold the other's Confidential Information in confidence during the term of this Agreement and for five (5) years after expiration or termination thereof. The obligation of confidentiality also applies to disclosures of Data to Company by FAST or Institution. It is agreed that "Confidential Information" includes and the confidentiality obligations and use limitations also apply to any data relating to the Compound that Company discloses to either FAST or Institution. The parties shall take reasonable precautions to avoid disclosure, publication, or dissemination of the providing party's Confidential Information and to use the providing party's Confidential Information only in connection with the project. No obligation of confidentiality by a receiving party applies to any information which such receiving party can show: (i) was already in the receiving party's possession prior to its receipt from the disclosing party; (ii) becomes publicly known or available through no breach of this Agreement by the receiving party; (ii) is acquired by the receiving party from a third party without notice or restrictions of confidentiality; (iv) is independently developed by the receiving party's personnel to whom the providing party's Confidential Information had not been disclosed, without any use of or reference to any Confidential Information; or (v) is required to be disclosed by law or governmental regulation, but only to the extent that the disclosure required under applicable law, in which case both parties will work together in order to comply with the request.

6.2. Publication.

(a) FAST and/or Institution shall have the first right to publish, present or otherwise disclose Data for any purpose, subject to the terms of this Section 6.2(i). For purposes of this Section, "Publication" shall mean any paper, report, poster, internet posting, presentation, abstract, or other public disclosure of information arising out of the Services, in printed, electronic, oral, or other form. FAST agrees, and has required Institution, to furnish all Publications to Company in advance of disclosure as follows: at least thirty-five (35) days prior to submitting a Publication that is a manuscript, or fifteen (15) days prior to submitting a Publication that is an abstract or presentation. FAST shall require Institution to forward each proposed Publication simultaneously to both FAST and Company. Company shall have thirty (30) days from receipt to review and comment on such proposed Publication, and FAST and Institution may not publish or disclose such Publication until the expiration of such thirty (30) day period. Upon Company's timely request, FAST will require the Principal Investigator to correct any errors and to give due consideration to making any other reasonably requested changes to the Publication. Notwithstanding the foregoing, if within such thirty (30) day period: (i) the Company notifies FAST that the Company requires deletion from the publication or presentation of Confidential Information of the Company, FAST will work with Institution and Company to cooperate to modify the disclosure to ensure Confidential Information of the Company is not disclosed. If the Company requests that the publication or presentation be delayed to allow for patent filings or other intellectual property protection on certain items in the proposed publication or presentation be filed, FAST shall instruct Institution to delay the publication or presentation for up to sixty (60) days from the issuance of the notice to Lixte to allow for the filing of patent applications or other intellectual property protection.

(b) In order to preserve FAST's and Institution's publication rights and Company's patent rights, both Parties shall maintain Intellectual Property, Data, and research reports communicating the Data as confidential and shall not disclose such information to any third party until the publication of such information by the Investigator in accordance with Section 6.2(i).

ARTICLE 7.

TERM & TERMINATION

7.1. Term. The initial term of this Agreement shall begin on the Effective Date of this Agreement and shall end on the later of the three (3) year anniversary of the Effective Date or the last date on which all Project Agreements expire or terminate, unless terminated sooner pursuant to Sections 7.2 hereof. This Agreement may be extended or renewed only by mutual written agreement executed by duly authorized representatives of the Parties.

7.2. Termination. Either Party may terminate this Agreement effective upon written notice to the other Party, if the other Party breaches any of the terms or conditions of this Agreement and fails to cure such breach within thirty (30) days after receiving written notice thereof. In the event of an incurable breach, the non-breaching Party may terminate this Agreement effective immediately upon written notice to the breaching Party.

7.3. Effects of Termination. Termination of this Agreement shall not affect the rights and obligations of the Parties accrued prior to termination hereof. The provisions of ARTICLE 3; ARTICLE 5; ARTICLE 6; ARTICLE 8 and ARTICLE 9 and SECTION 2.4, ARTICLE 4 and SECTION 7.3, shall survive such termination.

ARTICLE 8.

DISCLAIMER OF WARRANTIES, INDEMNIFICATION

8.1. FAST AND COMPANY MAKE NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WARRANTIES WITH RESPECT TO THE CONDUCT, COMPLETION, SUCCESS OR PARTICULAR RESULTS OF THE SERVICES, OR THE CONDITION, OWNERSHIP, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE MATERIAL OR SERVICES OR ANY INTELLECTUAL PROPERTY OR DATA, OR THAT USE OF INTELLECTUAL PROPERTY OR DATA WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK OR OTHER INTELLECTUAL PROPERTY RIGHT OF A THIRD PARTY. NEITHER PARTY SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, PUNITIVE OR OTHER DAMAGES SUFFERED BY THE OTHER PARTY OR ANY OTHER PERSON RESULTING FROM THE SERVICES OR THE USE OF ANY INTELLECTUAL PROPERTY, MATERIALS, DATA OR ANY PRODUCTS RESULTING THEREFROM.

8.2. Indemnification.

(a) Company shall indemnify, defend, and hold harmless FAST and Institution, and their respective trustees, officers, faculty, students, employees, contractors and agents (the "FAST Indemnitees") from and against any and all liability, damage, loss, cost or expense (including reasonable attorneys' fees), which the FAST Indemnitees may hereafter incur, or be required to pay, incurred in connection with a claim filed by a third party that is based on (a) the Company's use of the Data, (b) the Company's development and commercialization of a Product, it being understood that if the Company and FAST enter into a broader collaboration pursuant to Section 2.4, this provision may be subject to revision, and (c) any breach by Company of this Agreement; provided that Company's obligations pursuant to this Section 8.2(a) shall not apply to the extent such claims or suits result from any acts or omissions or breach of this Agreement by any of the FAST Indemnitees, or their fraud, gross negligence or willful misconduct.

(b) FAST shall indemnify, defend, and hold harmless Company, and its officers, directors, employees, contractors and agents (the "Company Indemnitees") from and against any and all liability, damage, loss, cost or expense (including reasonable attorneys' fees), which the Company Indemnitees may hereafter incur, or be required to pay, incurred in connection with a claim filed by a third party that is based on any breach by FAST of this Agreement, provided that FAST's obligations pursuant to this Section 8.2(b) shall not apply to the extent such claims or suits result from any acts or omissions or breach of this Agreement by any of the Company Indemnitees, or their fraud, gross negligence or willful misconduct.

(c) As a condition to the right of a FAST Indemnitee or Company Indemnitee (each an "Indemnitee") to receive indemnification under this Section 8.2, the Indemnitee shall: (a) promptly notify the indemnifying Party when it becomes aware of a claim or suit for which indemnification may be sought pursuant hereto; (b) cooperate with the indemnifying Party in the defense, settlement or compromise of such claim or suit; and (c) permit the indemnifying Party to control the defense, settlement or compromise of such claim or suit, including the right to select defense counsel. An indemnifying Party shall have no liability under this indemnity for any settlement entered into by an Indemnitee without the prior consent of the Indemnifying Party. In no event, however, may the indemnifying Party compromise or settle any claim or suit in a manner which (a) admits fault or negligence on the part of the other Party or the Indemnitee; or (b) commits the other Party or the Indemnitee to take, or forbear to take, any action, without the prior written consent of the other Party, such consent not to be unreasonably withheld, delayed or conditioned. The other Party shall reasonably cooperate with the indemnifying Party and its counsel in the course of the defense of any such suit, claim or demand.

ARTICLE 9.

ADDITIONAL PROVISIONS

9.1. Force Majeure. Neither Party shall be liable for any failure to perform as required by this Agreement to the extent such failure to perform is due to circumstances reasonably beyond such Party's control, including labor disturbances or labor disputes of any kind, accidents, failure of any governmental approval required for full performance, civil disorders or commotions, terrorism, acts of aggression, acts of God, energy or other conservation measures imposed by law or regulation, explosions, failure of utilities, mechanical breakdowns, material shortages, disease, or other such occurrences, provided that: (i) the non-complying party uses commercially reasonable efforts to cure or mitigate the effect of such Force Majeure Event and to perform such obligation(s); (ii) the non-complying party promptly (but in any event within ten (10) days of the occurrence of such event) provides written notice to the other party of the occurrence of such Force Majeure Event, its effect on performance, and how long that party expects it to last, and thereafter provides notice(s) updating such information as reasonably necessary. If the force majeure continues, or is forecasted to continue for more than ninety (90) days, the other Party may terminate this Agreement.

9.2. Relationship of the Parties. Nothing in this Agreement is intended or shall be deemed, for financial, tax, legal or other purposes, to constitute a partnership, agency, joint venture or employer-employee relationship between the Parties. The Parties are independent contractors and at no time will either Party make commitments or incur any charges or expenses for or on behalf of the other Party.

9.3. Expenses. Except as otherwise provided in this Agreement, each Party shall pay its own expenses and costs incidental to the preparation of this Agreement and to the consummation of the transactions contemplated hereby.

9.4. Third Party Beneficiary. Except as expressly set forth herein, no party, other than FAST or Company shall be entitled to any rights whatsoever by virtue of the relationships created by or arising under this Agreement, including, without limitation, rights as a third party beneficiary.

9.5. Use of Names. Company and its affiliates may not use the name, logo, seal, trademark, or service mark (including any adaptation of them) of FAST without the prior written consent of FAST. Notwithstanding the foregoing, Company may use the name of FAST in a non-misleading and factual manner solely to state FAST's provision of the Services. FAST shall not use Company's name without Company's prior written consent except that FAST may acknowledge scientific contributions to the Data in scientific publications, and for other academic purposes.

9.6. No Discrimination. Neither FAST nor Company will discriminate against any employee or applicant for employment because of race, color, sex, sexual or affectional preference, age, religion, national or ethnic origin, handicap, or veteran status.

9.7. Successors and Assignment.

(a) The terms and provisions hereof shall inure to the benefit of, and be binding upon, the Parties and their respective successors and permitted assigns.

(b) Neither Party may assign or transfer this Agreement or any of its rights or obligations created hereunder, by operation of law or otherwise, without the prior written consent of the other Party, except that Company may assign this Agreement in connection with the sale of all or substantially all of Company's business that is the subject of this Agreement, whether by sale of equity, assets, merger (whether or not Company is the surviving entity of such merger) or reorganization.

(c) Any assignment not in accordance with this Section 9.14 shall be void.

9.8. Further Actions. Each Party agrees to execute, acknowledge and deliver such further instruments and to do all such other acts as may be necessary or appropriate in order to carry out the purposes and intent of this Agreement.

9.9. Entire Agreement of the Parties; Amendments. This Agreement and the Schedules and Attachments hereto constitute and contain the entire understanding and agreement of the Parties respecting the subject matter hereof and cancel and supersede any and all prior negotiations, correspondence, understandings and agreements between the Parties, whether oral or written, regarding such subject matter. No waiver, modification or amendment of any provision of this Agreement shall be valid or effective unless made in a writing referencing this Agreement and signed by a duly authorized officer of each Party.

9.10. Governing Law. This Agreement, each Project Agreement, and any amendments hereto, shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to conflicts of laws principles. Each Party hereto agrees to submit to the personal jurisdiction and venue of the State or Federal Courts located in the State of Delaware for resolution of all disputes arising out of, in connection with, or by reason of the interpretation, construction, and enforcement of this Agreement, each Project Agreement, and any Amendments hereto, and hereby waives the claim or defense therein that such Courts constitute an inconvenient forum.

9.11. Dispute Resolution. If a dispute arises between the Parties concerning this Agreement, then either Party may submit a notice identifying the basis for the dispute, and the Parties will confer, as soon as practicable, in an attempt to resolve the dispute. If within thirty (30) days of such notice the Parties are unable to resolve such dispute amicably, then either Party may commence an action, and the Parties will submit to the exclusive jurisdiction of, and venue in, the state and Federal courts located in Delaware.

9.12. Notices and Deliveries. Any notice, request, approval or consent required or permitted to be given under this Agreement shall be in writing and directed to a Party at its address shown below or such other address as such Party shall have last given by notice to the other Party. A notice will be deemed received: if delivered personally, on the date of delivery; if mailed, five (5) days after deposit in the United States mail; or if sent via overnight courier, one (1) business day after deposit with the courier service.

For FAST

Foundation for Angelman Syndrome Therapeutics
P.O. Box 608
Downers Grove, IL 60515
Attn: Paula Evans

with a copy to:

Saul, Ewing, Arnstein & Lehr
1919 Pennsylvania Ave., Suite 550
Washington, DC 20006
Attn: Jay G. Reilly

For Company:

Lixte Biotechnology Holdings, Inc.
248 Route 25A No. 2
East Setauket NY 11733
Attn: John S. Kovach, M.D.

with a copy to:

Dechert LLP
1095 Avenue of the Americas
New York, NY 10036
Attn: Joshua Rawson, Esq.

9.13. Waiver. A waiver by either Party of any of the terms and conditions of this Agreement must be in writing, and in any instance shall not be deemed or construed to be a waiver of such term or condition for the future, or of any other term or condition hereof. All rights, remedies, undertakings, obligations and agreements contained in this Agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, undertaking, obligation or agreement of either Party.

9.14. Severability. When possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under law, but if any provision of this Agreement is held to be prohibited by or invalid under law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Agreement. The Parties shall make a good faith effort to replace the invalid or unenforceable provision with a valid one which in its economic effect is most consistent with the invalid or unenforceable provision.

9.15. Interpretation. The words “include,” “includes” and “including” shall be deemed to be followed by the phrase “without limitation.” All references herein to Articles, Sections, and Schedules shall be deemed references to Articles and Sections of, and Schedules to, this Agreement unless the context shall otherwise require.

9.16. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, and all of which together will be deemed to be one and the same instrument. A facsimile or a portable document format (PDF) or electronic copy of this Agreement, including the signature pages, will be deemed an original.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the duly authorized representatives of the Parties hereby execute this Master Services Agreement as of the date first written above.

FOUNDATION FOR ANGELMAN SYNDROME
THERAPEUTICS

LIXTE BIOTECHNOLOGY HOLDINGS, INC.

By: /s/ Paula Evans
Name: Paula Evans
Title: Chairperson
Date: 08/13/2020

By: _____
Name: _____
Title: _____
Date: _____

[Signature Page to Fee for Service Agreement]

IN WITNESS WHEREOF, the duly authorized representatives of the Parties hereby execute this Master Services Agreement as of the date first written above.

FOUNDATION FOR ANGELMAN SYNDROME
THERAPEUTICS

LIXTE BIOTECHNOLOGY HOLDINGS, INC.

By: _____
Name: _____
Title: _____
Date: _____

By: /s/ John S Kovach
Name: John S Kovach
Title: President & CEO
Date: 13 August 2020

[Signature Page to Fee for Service Agreement]

Attachment A Material Transfer Terms

1. Definitions

- a. "Materials" as used herein shall mean: (a) those materials described in the Project Agreement provided by Company at Company's sole discretion; (b) any related biological or chemical material and associated know-how and data provided by Company; and (c) any Modifications, Progeny and Unmodified Derivatives. Material shall not include other substances created by RECIPIENT through the use of the Materials which are not Modifications, Progeny, or Unmodified Derivatives.
 - b. "Modifications" as used herein shall mean substances created by RECIPIENT which contain/incorporate the Material.
 - c. "Progeny" as used herein shall mean unmodified descendant from the Material, such as virus from virus, cell from cell, or organism from organism.
 - d. "Unmodified Derivatives" as used herein shall mean substances created by RECIPIENT which constitute an unmodified functional subunit or product expressed by the Material. Some examples of Unmodified Derivatives may include: subclones of unmodified cell lines, purified or fractionated subsets of the Material, proteins expressed by DNA/RNA, or monoclonal antibodies secreted by a hybridoma cell line.
2. The Materials are considered proprietary to and the Confidential Information of Company. Company shall be free, in its sole discretion, to distribute the Materials to others and to use the Materials for its own purposes. The Materials may only be utilized by FAST or Institution to facilitate the Services.
 3. Except as expressly set forth in this Agreement, nothing herein shall be deemed to grant any right under any of Company's patents, and the Materials will not be used in research that is subject to consulting or licensing obligations to any third party, other than obligations to the U.S. government resulting from research that is funded by the U.S. government.
 4. FAST agrees to use the Materials in compliance with all laws and regulations, including but not limited to current EPA, FDA, USDA, and NIH guidelines. The Materials are supplied solely for research purposes, for use in animals and/or in vitro. THE MATERIALS WILL NOT BE USED IN HUMANS. Any and all Materials that remain after the completion of the Initial Study will be, at Company's election, returned to Company or destroyed.
 5. Data and Intellectual Property generated in the performance of the Services shall be governed in accordance with the terms and conditions of the Agreement.
 6. FAST agrees to maintain the confidentiality of any proprietary information respecting the Materials if such information is Confidential Information as defined and governed by the Agreement.

FAST acknowledges that the Materials are experimental in nature and they are provided WITHOUT WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED. COMPANY MAKES NO REPRESENTATION OR WARRANTY THAT THE USE OF THE MATERIALS WILL NOT INFRINGE ANY PATENT OR OTHER PROPRIETARY RIGHTS.

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (“*Agreement*”) is entered into as of August 12, 2020 by and between **LIXTE BIOTECHNOLOGY HOLDINGS INC.**, a Delaware corporation having its principal place of business located at 248 Route 25A, No. 2, East Setauket, NY 11733 (“*Company*”), and **ROBERT N. WEINGARTEN** (“*Employee*”), an individual residing at 5439 Lockhurst Dr., Woodland Hills, CA 91367.

WHEREAS, Employer desires to employ Employee and Employee desires to enter into such employment upon the terms and conditions hereinafter set forth;

AGREEMENT

In consideration of the mutual promises contained herein, the parties agree as follows:

1. Services and Compensation. Employee agrees to perform for the Company the services described in **Exhibit A** (the “*Services*”), and the Company agrees to pay Employee the compensation described in **Exhibit A** for Employee’s performance of the Services. If not specified on **Exhibit A**, the scope, timing, duration, and site of performance of said Services shall be mutually and reasonably agreed to by the Company and Employee and are subject to change upon the written agreement of both parties. Employee will make reasonable, good faith efforts to provide the Services in a timely and professional manner consistent with industry practices. Employee shall report to the Company’s Chief Executive Officer. Employee shall devote his full time and efforts to his position as a senior corporate officer. Except as set forth on **Exhibit A**, the Company shall have no obligation to provide any compensation to Employee with respect to any Services rendered by Employee to the Company pursuant to this Agreement.

2. Confidentiality.

2.1 Definitions. “*Confidential Information*” means all data, studies, reports, information, technology, samples and specimens relating to the Company or its plans, products, product concepts, formulas, technologies, business, financial, marketing, research, non-clinical, clinical or regulatory affairs, manufacturing processes and procedures, or those of any other third party, from whom the Company receives information on a confidential basis, whether written, graphic or oral, furnished to Employee by or on behalf of the Company, either directly or indirectly, or obtained or observed by Employee while providing services hereunder, and the Services to be provided by Employee hereunder. Confidential Information does not include (i) information that is now in the public domain or subsequently enters the public domain and is generally available without fault on the part of Employee; (ii) information that is presently known by Employee from Employee’s own sources as evidenced by Employee’s prior written records; or (iii) information disclosed to Employee by a third party legally and contractually entitled to make such disclosures.

2.2 Nonuse and Nondisclosure. Employee will not, during or subsequent to the Term (as defined below), (i) use the Confidential Information for any purpose whatsoever other than the performance of the Services on behalf of the Company or (ii) disclose the Confidential Information to any third party. Employee agrees that, as between the Company and Employee, all Confidential Information will remain the sole property of the Company. Employee also agrees to take all necessary and reasonable precautions to prevent any unauthorized disclosure of such Confidential Information. Without the Company's prior written approval, Employee may disclose the existence, but not the terms, of this Agreement to third parties. Anything to the contrary notwithstanding, Employee may also disclose Confidential Information to the extent such disclosure is required by a court of competent jurisdiction and provided that Employee promptly notifies the Company of such requirement. Employee acknowledges that the use or disclosure of Confidential Information without the Company's express written permission will cause the Company irreparable harm and that any material breach or threatened material breach of this Agreement by Employee will entitle the Company to seek injunctive relief and reasonable attorneys' fees, in addition to any other legal remedies available to it, in any court of competent jurisdiction.

2.3 Third Party Confidential Information. Employee recognizes that the Company has received and in the future may receive from third parties, their confidential or proprietary information subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. Employee agrees that, during the Term of this Agreement and thereafter, Employee will hold, and that Employee owes the Company and such third parties a duty to hold, all such confidential or proprietary information in the strictest confidence and not to disclose it to any person, firm or entity or to use it except as necessary in carrying out the Services for the Company consistent with the Company's agreement with such third party, unless otherwise authorized by such third party.

2.4 Return of Materials. At any time upon the Company's request, Employee will deliver to the Company all of the Company's property, equipment and documents, together with all copies thereof, that were previously provided to Employee or created by Employee for the Company pursuant to the Services, including but not limited to all electronically stored confidential and/or nonpublic information, passwords to access such property, or Confidential Information that Employee may have in Employee's possession or control, and Employee agrees to certify in writing that Employee has fully complied with this obligation.

2.5 No Improper Disclosure or Use of Materials. Employee will not improperly use or disclose to, or for the benefit of, the Company any confidential information or trade secrets of (i) any former, current or future employer, (ii) any person to whom Employee has previously provided, currently provides or may in the future provide services, or (iii) any other person to whom Employee owes an obligation of confidentiality. Employee will not bring onto the premises of the Company any unpublished documents or any property belonging to any person referred to in the foregoing clauses (i)-(iii) of this Section 2.5 unless consented to in writing by such person. Without limiting the generality of the foregoing, Employee will not disclose to the Company, and will not use for the benefit of the Company, any information relating to or arising out of Employee's work conducted at his present employer, or utilizing the funds, personnel, facilities, materials or other resources of his present employer, until such information has been published.

2.6 Non-Exclusivity of Confidentiality Obligations. The obligations of Employee under this Section 2 are without prejudice, and are in addition to, any other obligations or duties of confidentiality, whether express or implied or imposed by applicable law, that are owed to the Company or any other person to whom the Company owes an obligation of confidentiality.

3. Ownership.

3.1 Assignment. Employee agrees that all copyrights and copyrightable material, notes, records, drawings, designs, inventions, ideas, discoveries, enhancements, modifications, know-how, improvements, developments, discoveries, trade secrets, data and information of every kind and description conceived, generated, made, discovered, developed or reduced to practice by Employee, solely or in collaboration with others, during the Term and in the course of performing Services under this Agreement (collectively, “*Inventions*”), are, as between the Company and Employee, the sole and exclusive property of the Company. Employee agrees to disclose such Inventions promptly to the Company and hereby assigns, and agrees to assign, all of Employee’s right, title and interest in and to any such Inventions promptly to the Company without royalty or any other consideration and to execute all applications, assignments or other instruments reasonably requested by the Company in order for the Company to establish the Company’s ownership of such Inventions and to obtain whatever protection for such Inventions, including copyright and patent rights in any and all countries on such Inventions as the Company shall determine.

3.2 Further Assurances. Employee agrees to assist the Company, or its designee, in every reasonable way to secure the Company’s rights in Inventions and any copyrights, patents or other intellectual property rights relating to all Inventions (“*Proprietary Rights*”) in any and all countries, including the disclosure to the Company of all pertinent information and data with respect to all Inventions, the execution of all applications, specifications, oaths, assignments and all other instruments that the Company may deem necessary in order to apply for and obtain such rights and in order to assign and convey to the Company, its successors, assigns and nominees the sole and exclusive right, title and interest in and to all Inventions, and any copyrights, patents, or other intellectual property rights relating to all Inventions. Employee also agrees that Employee’s obligation to execute or cause to be executed any such instrument or papers shall continue after the termination of this Agreement.

3.3 Pre-Existing Materials. Subject to Section 3.1, Employee agrees that if, in the course of performing the Services, Employee incorporates into any Invention developed under this Agreement any pre-existing invention, improvement, development, concept, discovery or other proprietary information owned by Employee or in which Employee has an interest, (i) Employee will inform the Company, in writing before incorporating such invention, improvement, development, concept, discovery or other proprietary information into any Invention, and (ii) the Company is hereby granted a nonexclusive, royalty-free, perpetual, irrevocable, worldwide license to make, have made, modify, use and sell such item as part of or in connection with such Invention. Employee will not incorporate any invention, improvement, development, concept, discovery or other proprietary information owned by any third party into any Invention without the Company’s prior written permission.

3.4 Attorney-in-Fact. Employee agrees that, if the Company is unable because of Employee’s unavailability, dissolution, mental or physical incapacity, or for any other reason, to secure Employee’s signature for the purpose of applying for or pursuing any application for any United States or foreign patents, mask work or copyright registrations covering the Inventions assigned to the Company in Section 3.1, then Employee hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as Employee’s agent and attorney-in-fact, to act for and on Employee’s behalf to execute and file any such applications and to do all other lawfully permitted acts only to further the prosecution and issuance of patents, copyright and mask work registrations with the same legal force and effect as if executed by Employee.

3.5 Waiver; Non-Exclusivity of Obligations. Employee hereby waives and quitclaims to the Company any and all claims of any nature whatsoever that Employee may now or hereafter have for infringement of any Inventions and Proprietary Rights assigned hereunder to the Company. Without the prior written consent of the Company, Employee will not, at any time, file any patent or copyright application with respect to, or claiming, any Inventions. The obligations of Employee under this Section 5 are without prejudice, and are in addition to, any other obligations or duties of Employee, whether express or implied or imposed by applicable law, to assign to the Company all Inventions and all Proprietary Rights.

4. Representations and Warranties. Employee represents and warrants to the Company that: Employee is legally able to enter into this Agreement and that Employee's execution, delivery and performance of this Agreement will not and does not conflict with any agreement, arrangement or understanding, written or oral, to which Employee is a party or by which Employee is bound; Employee is under no physical or mental disability that would hinder his performance of the professional duties to be rendered by Employee under this Agreement; Employee is not a party to any civil, criminal or administrative suits or proceedings, or aware of any threatened actions of such a nature; Employee has never been convicted of a crime, is not now under indictment, and is unaware of any such threatened actions; and Employee has never been subjected to disciplinary proceedings or investigation by any State agency or other governmental agency.

5. Term and Termination.

5.1 Term. The term of this Agreement (the "**Term**") shall commence on August 12, 2020 (the "**Effective Date**"), and shall remain in full force and effect until the earlier of (i) one year from the Effective Date, automatically renewable for additional one year periods unless terminated by either party upon sixty (60) days written notice prior to the end of an applicable one year period, (ii) Employee's death or (iii) termination as provided in Section 5.2.

5.2 Termination. The Company may terminate this Agreement immediately and without prior notice if Employee refuses to or is unable to perform the Services or is in breach of any material provision of this Agreement and fails to cure such breach (if such breach is curable) within thirty days of notice of such breach by the Company.

5.3 Survival. Upon termination of this Agreement, all rights and duties of the Company and Employee toward each other shall cease except:

(a) The Company will pay, within 30 days after the effective date of termination, all amounts owing to Employee for Services completed and accepted by the Company prior to the termination date and related expenses, if any, submitted in accordance with the Company's policies and in accordance with the provisions of Section 1 of this Agreement; and

6. Benefits; Taxes.

6.1 Benefits. The Company and Employee agree that Employee will receive no Company-sponsored benefits from the Company, except those mandated by state or federal law.

6.2 Taxes and Withholdings. Employee's compensation shall be payable in accordance with the general practice of the Employer for professional employees and shall be subject to all applicable withholding taxes.

7. Indemnification. The Company shall defend, indemnify and hold Employee harmless from and against any and all claims, demands, losses, damages, liabilities (including without limitation product liability), settlement amounts, costs and expenses whatsoever (including without limitation reasonable attorneys' fees and costs and including, without limitation, product liability claims) arising from or relating to any claim, action or proceeding made or brought against Employee or the Company as a result of, or associated with, the development, use, manufacture, marketing or sale of products regarding which Employee has provided Services unless such liability arises from Employee's or Employee's assistants', employees' or agents' negligence, intentional misconduct or breach of this Agreement.

8. Non-Compete; Nonsolicitation; Non-Disclosure.

8.1 Non-Compete. During the Term, Employee will not, without the Company's prior written consent, become employed by or render services to any other person or entity engaged in the business of developing or marketing drug programs focusing on inhibitors of protein phosphatases (a "Competing Business").

8.2 Nonsolicitation. During the Term and for a period of six month thereafter (the "Restricted Period"), Employee will not, without the Company's prior written consent, directly or indirectly, whether for Employee's own account or for the account of any other person, firm, corporation or other business organization, solicit, entice, persuade, induce or otherwise attempt to influence any person or business who is, or during the period of Employee's engagement by the Company was, an employee, Employee, contractor, partner, supplier, customer or client of the Company or its affiliates to leave or otherwise stop doing business with the Company.

8.3 Non-Disclosure. Employee agrees that without the prior written consent of the Company, Employee will not intentionally generate any publicity, news release or other announcement concerning the engagement of Employee hereunder or the services to be performed by Employee hereunder or otherwise utilize the name of the Company or any of its affiliates for any advertising or promotional purposes.

8.4 Reasonableness of Restrictions. Employee hereby acknowledges and agrees that the foregoing restrictions contained in this Section 8 are reasonable, proper and necessitated by the legitimate business interests of the Company and will not prevent Employee from earning a living or pursuing his or her career. In the event that a court finds this Section 8, or any of its restrictions, to be unenforceable or invalid, Employee and the Company hereby agree that (i) this Section 8 will be automatically modified to provide the Company with the maximum protection of its business interests allowed by law and (ii) Employee shall be bound, and such court shall enforce, this Section 8 as so modified.

9. Voluntary Nature of Agreement. Employee acknowledges and agrees that Employee is executing this Agreement voluntarily and without any duress or undue influence by the Company or anyone else. Employee further acknowledges and agrees that Employee has carefully read this Agreement and has asked any questions needed to understand the terms, consequences and binding effect of this Agreement and fully understand it to his or her satisfaction. Finally, Employee agrees that Employee has been provided an opportunity to seek the advice of an attorney of its choice before signing this Agreement.

10. Remedies. Employee acknowledges and agrees that the agreements and restrictions contained in Sections 2, 3 and 8 are necessary for the protection of the business and goodwill of the Company and are reasonable for such purpose. Employee acknowledges and agrees that any breach of the provisions of Sections 2, 3 and 8 may cause the Company substantial and irreparable damage for which the Company cannot be adequately compensated by monetary damages alone, and, therefore, in the event of any such breach, in addition to such other remedies which may be available, the Company shall have the right to seek specific performance and injunctive relief without the necessity of proving actual damages. However, if the Company claims that Employee breached any of Sections 2, 3 and 8, nothing herein shall relieve the Company of the burden of proving that Employee failed to abide by Section 2, 3 or 8.

11. Miscellaneous.

11.1 Governing Law. This Agreement shall be governed by the laws of Delaware without regard to conflicts of law rules.

11.2 Assignability. Except as otherwise provided in this Agreement, Employee may not sell, assign or delegate any rights or obligations under this Agreement.

11.3 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior written and oral agreements between the parties regarding the subject matter of this Agreement.

11.4 Headings. Headings are used in this Agreement for reference only and shall not be considered when interpreting this Agreement.

11.5 Notices. Any notice or other communication required or permitted by this Agreement to be given to a party shall be in writing and shall be deemed given if delivered personally or by commercial messenger or courier service, or mailed by U.S. registered or certified mail (return receipt requested). If by mail, delivery shall be deemed effective 3 business days after mailing in accordance with this Section 11.5.

If to the Company, to:

Lixte Biotechnology Holdings, Inc.
Attention: John Kovach, MD
248 Route 25A, No. 2
East Setauket, NY 11733

If to Employee, to:

Robert N. Weingarten
5439 Lockhurst Dr.
Woodland Hills, CA 91367

The address for notice on the signature page to this Agreement or, if no such address is provided, to the last address of Employee provided by Employee to the Company.

11.6 Amendments; Waiver. No modification of or amendment to this Agreement, or any waiver of any rights under this Agreement, will be effective unless in writing and signed by Employee and the Company.

11.7 Attorneys' Fees. In any court action at law or equity that is brought by one of the parties to this Agreement to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees, in addition to any other relief to which that party may be entitled.

11.8 Further Assurances. Employee agrees, upon request, to execute and deliver any further documents or instruments necessary or desirable to carry out the purposes or intent of this Agreement.

11.9 Severability. If any provision of this Agreement is found to be illegal or unenforceable, the other provisions shall remain effective and enforceable to the greatest extent permitted by law.

11.10 Counterparts and Facsimiles. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Facsimile signatures shall be deemed original signatures for all purposes.

11.11 Acknowledgement. EMPLOYEE UNDERSTANDS THAT THIS AGREEMENT AFFECTS HIS RIGHTS TO CERTAIN INVENTIONS, AND RESTRICTS HIS RIGHTS TO DISCLOSE OR USE CONFIDENTIAL INFORMATION, AND TO COMPETE WITH THE COMPANY DURING, OR SUBSEQUENT TO, THE TERMINATION OF THIS AGREEMENT.

[Signature Page Follows]

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

EMPLOYEE

LIXTE BIOTECHNOLOGY HOLDINGS, INC.

Name: _____
Name: ROBERT N. WEINGARTEN
Address: 5439 Lockhurst Dr.
Woodland Hills, CA 91367

By: _____
Name: JOHN KOVACH, MD
Title: President & CEO

EXHIBIT A

SERVICES AND COMPENSATION

1. **Services.** Employee shall be the Vice President, Chief Financial Officer (CFO) of the Company. His responsibilities will include management of the financial aspects of the Company, including finance, accounting, budgeting, financial reporting, forecasting and cash management.

2. **Compensation.**

- A. Employee shall receive options to purchase up to three hundred and fifty thousand (350,000) shares of the Company's Common Stock (the "Options"). The Options shall have a term of five (5) years, and an exercise price equal to the closing price of the Company's Common Stock on the Effective Date. The options shall vest as to twenty-five (25%) percent on the Effective Date and twenty-five (25%) percent on each of the 1st, 2nd, and 3rd anniversaries of the Effective Date.
 - B. The Company will pay Employee one hundred twenty thousand dollars (\$120,000) annually, paid monthly. All amounts payable to Employee hereunder shall be net of any applicable withholding taxes.
 - C. The Company will reimburse Employee for all reasonable expenses incurred by Employee in performing the Services pursuant to this Agreement, provided that Employee receives written consent from the Company's CEO prior to incurring such expenses and submits receipts for such expenses to the Company in accordance with Company policy.
-