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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, DC 20549

Form 10-Q

(Mark One)

☒ QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the Quarterly Period Ended September 30, 2023

OR

☐ TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from ____ to ____

Commission file number 001-37809

NeuroBo Pharmaceuticals, Inc.

(Exact name of Registrant as specified in its charter)

Delaware	**47-2389984**
(State or other jurisdiction of incorporation or organization)	(IRS Employer Identification No.)
545 Concord Avenue, Suite 210 **Cambridge, Massachusetts**	**02138**
(Address of principal executive offices)	(Zip Code)

(857) 702-9600
(Registrant's telephone number, including area code)

200 Berkley Street, Office 19th Floor
Boston, Massachusetts 02116
(Former name, former address and former fiscal year, if changed since last report)

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

Title of Each Class	**Trading Symbol(s)**	**Name of Each Exchange On Which Registered**
Common stock, $0.001 par value	NRBO	The Nasdaq Stock Market LLC

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer ☐	Accelerated filer ☐
Non-accelerated filer ☒	Smaller reporting company ☒
Emerging growth company ☐	

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

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

The number of outstanding shares of the registrant's common stock, $0.001 par value, as of November 9, 2023 was 38,812,518

NeuroBo Pharmaceuticals, Inc.
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PART I – FINANCIAL INFORMATION
ITEM 1 – FINANCIAL STATEMENTS

NeuroBo Pharmaceuticals, Inc.
Condensed Consolidated Balance Sheets
(in thousands, except share amounts and par value)

	September 30, 2023 (unaudited)	December 31, 2022
Assets		
Current assets:		
Cash	$ 25,837	$ 33,364
Prepaid expenses	308	168
Total current assets	26,145	33,532
Property and equipment, net	41	2
Right-of-use asset	218	—
Other assets	21	—
Total assets	$ 26,425	$ 33,534
Liabilities and stockholders' equity		
Current liabilities:		
Accounts payable	$ 1,981	$ 708
Accrued liabilities	1,614	280
Warrant liabilities	1,062	10,796
Lease liability, short-term	65	—
Total current liabilities	4,722	11,784
Lease liability, long-term	153	—
Total liabilities	4,875	11,784
Commitments and contingencies (Note 4)		
Stockholders' equity		
Preferred stock, $0.001 par value per share; 10,000,000 shares authorized as of September 30, 2023 and December 31, 2022; no shares issued or outstanding as of September 30, 2023 and December 31, 2022.	—	—
Common stock, $0.001 par value per share, 100,000,000 shares authorized as of September 30, 2023 and December 31, 2022; 38,429,185 and 25,436,019 shares issued and outstanding as of September 30, 2023 and December 31, 2022, respectively.	38	25
Additional paid–in capital	124,463	117,520
Accumulated deficit	(102,951)	(95,795)
Total stockholders' equity	21,550	21,750
Total liabilities and stockholders' equity	$ 26,425	$ 33,534

See accompanying notes to condensed consolidated financial statements.

NeuroBo Pharmaceuticals, Inc.
Condensed Consolidated Statements of Operations and Comprehensive Loss
(in thousands, except share and per share amounts)
(unaudited)

	For the Three Months Ended September 30,		For the Nine Months Ended September 30,	
	2023	2022	2023	2022
Operating expenses:				
Research and development	$ 2,292	$ 571	$ 5,293	$ 2,473
General and administrative	1,601	2,533	4,926	6,725
Total operating expenses	3,893	3,104	10,219	9,198
Loss from operations	(3,893)	(3,104)	(10,219)	(9,198)
Other income (expense):				
Change in fair value of warrant liabilities	(87)	—	2,901	—
Interest income	162	—	162	—
Other expense	—	(9)	—	(93)
Loss before income taxes	(3,818)	(3,113)	(7,156)	(9,291)
Provision for income taxes	—	—	—	—
Net loss	(3,818)	(3,113)	(7,156)	(9,291)
Other comprehensive loss, net of tax	—	—	—	(4)
Comprehensive loss	$ (3,818)	$ (3,113)	$ (7,156)	$ (9,295)
Loss per share:				
Net loss per share, basic and diluted	$ (0.09)	$ (3.50)	$ (0.18)	$ (10.45)
Weighted average shares of common stock outstanding:				
Basic and diluted	40,606,537	888,693	40,517,356	888,693

See accompanying notes to condensed consolidated financial statements.

NeuroBo Pharmaceuticals, Inc.
Condensed Consolidated Statements of Changes in Stockholders' Equity
(in thousands, except share amounts)
(unaudited)

	Common Stock		Additional Paid–In	Accumulated Comprehensive	Accumulated	Total
	Shares	Amount	Capital	Income	Deficit	Equity
Balance at December 31, 2021	888,693	$ 1	$ 96,420	$ 4	$ (81,828)	$ 14,597
Stock–based compensation	—	—	207	—	—	207
Foreign currency translation adjustment	—	—	—	(1)	—	(1)
Net loss	—	—	—	—	(2,875)	(2,875)
Balance at March 31, 2022	888,693	1	96,627	3	(84,703)	11,928
Stock–based compensation	—	—	211	—	—	211
Foreign currency translation adjustment	—	—	—	(3)	—	(3)
Net loss	—	—	—	—	(3,303)	(3,303)
Balance at June 30, 2022	888,693	$ 1	$ 96,838	$ —	$ (88,006)	$ 8,833
Stock–based compensation	—	—	218	—	—	218
Net loss	—	—	—	—	(3,113)	(3,113)
Balance at September 30, 2022	888,693	$ 1	$ 97,056	$ —	$ (91,119)	$ 5,938
Balance at December 31, 2022	25,436,019	$ 25	$ 117,520	$ —	$ (95,795)	$ 21,750
Issuance of stock from exercise of warrants	1,740,666	2	1,434	—	—	1,436
Stock–based compensation	—	—	(74)	—	—	(74)
Net loss	—	—	—	—	(2,604)	(2,604)
Balance at March 31, 2023	27,176,685	27	118,880	—	(98,399)	20,508
Issuance of stock from exercise of warrants	11,065,000	11	5,387	—	—	5,398
Stock–based compensation	—	—	24	—	—	24
Net loss	—	—	—	—	(734)	(734)
Balance at June 30, 2023	38,241,685	$ 38	$ 124,291	$ —	$ (99,133)	$ 25,196
Issuance of stock for vested restricted stock units	187,500	—	—	—	—	—
Stock–based compensation	—	—	172	—	—	172
Net loss	—	—	—	—	(3,818)	(3,818)
Balance at September 30, 2023	38,429,185	$ 38	$ 124,463	$ —	$ (102,951)	$ 21,550

See accompanying notes to condensed consolidated financial statements.

NeuroBo Pharmaceuticals, Inc.
Condensed Consolidated Statements of Cash Flows
(in thousands)
(unaudited)

	For the Nine Months Ended September 30,	
	2023	**2022**
Operating activities		
Net loss	$ (7,156)	$ (9,291)
Adjustments to reconcile net loss to net cash used in operating activities:		
Stock-based compensation	122	636
Non-cash lease expense	5	8
Depreciation	2	19
Loss on sale of property and equipment	—	75
Change in fair value of warrant liabilities	(2,901)	—
Change in operating assets and liabilities:		
Prepaid expenses and other assets	(161)	(627)
Accounts payable	1,273	114
Accrued and other liabilities	1,410	(839)
Net cash used in operating activities	(7,406)	(9,905)
Investing activities		
Sale of property and equipment	—	8
Purchases of property and equipment	(41)	—
Net cash used in (provided by) investing activities	(41)	8
Financing activities		
Payment of issuance costs	(80)	(134)
Net cash used in financing activities	(80)	(134)
Net decrease in cash	(7,527)	(10,031)
Cash at beginning of period	33,364	16,387
Cash at end of period	$ 25,837	$ 6,356
Supplemental non-cash investing and financing transactions:		
Right-of-use assets obtained in exchange for new operating lease liabilities	$ 223	$ —
Cash paid for amounts included in the measurement of lease liability	$ 7	$ —
Modification of right-of-use asset and associated liability	$ —	$ 62
Unpaid deferred issuance costs	$ —	$ 205
Reclassification of warrant liabilities upon exercise of warrants	$ 6,833	$ —

See accompanying notes to condensed consolidated financial statements.

NeuroBo Pharmaceuticals, Inc.
Notes to Condensed Consolidated Financial Statements
(Dollar amounts in thousands, except per share amounts) (unaudited)

1. The Company and Basis of Presentation

NeuroBo Pharmaceuticals, Inc. (together with its subsidiaries, the "Company" or "NeuroBo"), is a clinical-stage biotechnology company with two primary programs focused on treatment of nonalcoholic steatohepatitis ("NASH"), obesity, and type 2 diabetes mellitus ("T2D"):

- *DA-1241* is a novel G-Protein-Coupled Receptor 119 (GPR119) agonist that in preclinical studies demonstrated therapeutic potential for both NASH and T2D. Furthermore, in Phase 1a and 1b trials, DA-1241 was well tolerated in both healthy volunteers as well as in T2D patients. The U.S Food and Drug Administration ("FDA") cleared an Investigational New Drug ("IND") application to support a Phase 2a clinical trial of DA-1241 in NASH patients. In the third quarter of 2023, the Company initiated the Phase 2a study with the goal of establishing efficacy of DA-1241 in NASH patients with confirmed pre-diabetes or T2D.

- DA-1726 is a novel oxyntomodulin ("OXM") analogue that acts as a glucagon-like peptide-1 receptor (GLP1R) and glucagon receptor (GCGR) dual agonist, currently in development for the treatment of obesity, with the potential to address NASH. In the fourth quarter of 2023 the Company intends to file an IND application for DA-1726 and initiate Phase 1 clinical trials, with the goal of establishing the safety of DA-1726 in human subjects.

The Company had previously focused its efforts on four therapeutic programs: ANA001, NB-01, NB-02 and gemcabene. In June 2023, the Company decided to discontinue its clinical development of ANA001 (niclosamide) and clinical development of gemcabene for the treatment of COVID-19.

The Company's operations have consisted principally of performing research and development activities, clinical development and raising capital. The Company's activities are subject to significant risks and uncertainties, including failing to secure additional funding before sustainable revenues and profit from operations are achieved.

Basis of presentation and consolidation principles

The accompanying condensed consolidated financial statements have been prepared by the Company pursuant to the rules and regulations of the Securities and Exchange Commission ("SEC"). Certain information and footnote disclosures normally included in annual financial statements prepared in accordance with U.S. generally accepted accounting principles ("GAAP") have been condensed or omitted pursuant to such rules and regulations. The condensed consolidated financial statements may not include all disclosures required by GAAP; however, the Company believes that the disclosures are adequate to make the information presented not misleading. These unaudited condensed consolidated financial statements should be read in conjunction with the audited financial statements and the notes thereto for the fiscal year ended December 31, 2022 included in the Company's Annual Report on Form 10-K filed with the SEC on March 30, 2023. The condensed consolidated balance sheet as of December 31, 2022 was derived from the audited financial statements.

In the opinion of management, all adjustments, consisting of only normal recurring adjustments that are necessary to present fairly the financial position, results of operations, and cash flows for the interim periods, have been made. The results of operations for the interim periods are not necessarily indicative of the operating results for the full fiscal year or any future periods.

The condensed consolidated financial statements of the Company include a former South Korean subsidiary, NeuroBo Co., LTD., which was fully owned by the Company until its liquidation in June 2023. All significant intercompany accounts and transactions have been eliminated in the preparation of the financial statements.

NeuroBo Pharmaceuticals, Inc.
Notes to Condensed Consolidated Financial Statements -continued
(Dollar amounts in thousands, except per share amounts) (unaudited)

Going Concern

The determination as to whether the Company can continue as a going concern contemplates the realization of assets and the satisfaction of liabilities in the normal course of business. The accompanying condensed consolidated financial statements have been prepared assuming that the Company will continue as a going concern and do not include any adjustments that might result from the outcome of this uncertainty. This basis of accounting contemplates the recovery of the Company's assets and the satisfaction of liabilities in the normal course of business.

As of September 30, 2023, the Company had $25.8 million in cash deposits. The Company has experienced net losses and negative cash flows from operating activities since its inception and had an accumulated deficit of $103.0 million as of September 30, 2023. The Company's net losses were $3.8 million and $3.1 million for the three months ended September 30, 2023 and 2022, respectively, and $7.2 million and $9.3 million for the nine months ended September 30, 2023 and 2022, respectively. Due to the ongoing Phase 2a study of DA-1241 and the planned Phase 1 clinical trials for DA-1726, the Company expects to continue to incur net losses for the foreseeable future. These conditions raise substantial doubt about the Company's ability to continue as a going concern.

The Company believes that its existing cash will be sufficient to fund its operations into the fourth quarter of 2024. The Company plans to continue to fund its operations and capital funding needs through a combination of equity offerings, debt financings, or other sources, potentially including collaborations, licenses and other similar arrangements. There can be no assurance that the Company will be able to obtain any sources of financing on acceptable terms, or at all. To the extent that the Company can raise additional funds by issuing equity securities, the Company's stockholders may experience significant dilution. Any debt financing, if available, may involve restrictive covenants that impact the Company's ability to conduct its business. If the Company is unable to raise additional capital, the Company may slow down or stop its ongoing and planned clinical trials until such time as additional capital is raised and this may have a material adverse effect on the Company.

2. Summary of Significant Accounting Policies

Use of estimates

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets, liabilities, expenses, and related disclosure of contingent assets and liabilities at the date of the condensed consolidated financial statements and the reported amounts of expenses during the reporting period. The most significant estimates in the Company's condensed consolidated financial statements relate to accrued expenses and the fair value of stock-based compensation and warrant issuances. The Company bases its estimates on historical experience and on various other assumptions that are believed to be reasonable, the results of which form the basis for making judgments about the carrying values of assets and liabilities. Actual results could differ from those estimates. Changes in estimates are reflected in reported results in the period in which they become known.

General and Administrative Expenses

General and administrative expenses consist primarily of personnel-related costs, including salaries, fees and stock-based compensation costs, for personnel in functions not directly associated with research and development activities. Other significant costs include legal fees related to intellectual property and corporate matters and professional fees for accounting and other services.

Research and Development Costs

Research and development ("R&D") costs are charged to expense as incurred. Research and development expenses are comprised of costs incurred in performing research and development activities, including clinical trial costs,

manufacturing costs for both clinical and pre-clinical materials as well as other contracted services, license fees, and other external costs. Nonrefundable advance payments for goods and services that will be used in future research and development activities are expensed when the activity is performed or when the goods have been received, rather than when payment is made, in accordance with Accounting Standards Codification ("ASC") 730, *Research and Development*.

Fair Value of Financial Instruments

The Company's financial instruments principally include cash, prepaid expenses, right of use assets, accounts payable, accrued liabilities, lease liabilities and warrant liabilities. The carrying amounts of cash, prepaid expenses and other current assets, accounts payable, and accrued liabilities are reasonable estimates of their fair value because of the short maturity of these items. See Note 9 - *Fair Value Measurements*.

Warrant Liabilities

The Company accounts for its warrants as liabilities at fair value if equity accounting treatment is precluded due to provisions existing within the warrants. The change in fair value of the warrant liabilities are recognized as a fair value change in warrant liabilities in the consolidated statements of operations and comprehensive loss and as an operating item in the statement of cash flows.

Stock-Based Compensation

The Company accounts for stock-based compensation in accordance with the provisions of ASC 718, *Compensation — Stock Compensation* ("ASC 718"). Accordingly, compensation costs related to equity instruments granted are recognized at the grant-date fair value. The Company records forfeitures when they occur. Stock-based compensation arrangements to non-employees are accounted for in accordance with the applicable provisions of ASC 718 using a fair value approach.

Recent Accounting Pronouncements Adopted

From time to time, new accounting pronouncements are issued by the Financial Accounting Standards Board ("FASB") or other standard setting bodies that are adopted by the Company as of the specified effective date. Unless otherwise discussed, the Company believes that the impact of recently issued standards that are not yet effective will not have a material impact on its consolidated financial position or results of operations upon adoption.

In June 2016, the FASB issued Accounting Standards Update ("ASU") 2016-13, *"Financial Instruments – Credit Losses"*. The ASU sets forth a "current expected credit loss" (CECL) model which requires the Company to measure all expected credit losses for financial instruments held at the reporting date based on historical experience, current conditions, and reasonable supportable forecasts. This replaces the existing incurred loss model and is applicable to the measurement of credit losses on financial assets measured at amortized cost and applies to some off-balance sheet credit exposures. This ASU is effective for calendar year 2023 for smaller reporting companies. The Company adopted this new guidance on January 1, 2023, and the adoption did not have a material impact on the Company's consolidated financial statements.

NeuroBo Pharmaceuticals, Inc.
Notes to Condensed Consolidated Financial Statements -continued
(Dollar amounts in thousands, except per share amounts) (unaudited)

3. Balance Sheet Detail

Property and Equipment

Property and equipment consist of the following as of:

	September 30, 2023	December 31, 2022
Office equipment	$ 71	$ 30
Less accumulated depreciation	(30)	(28)
Property and equipment, net	$ 41	$ 2

Accrued liabilities

Accrued liabilities consist of the following as of:

	September 30, 2023	December 31, 2022
External research and development expenses	$ 1,475	$ 109
Payroll related	13	100
Professional services	126	23
Other	—	48
Total	$ 1,614	$ 280

4. Commitments and Contingencies

Operating Leases

New Corporate Headquarters Lease

In August 2023, the Company entered a non-cancelable operating lease for its new corporate headquarters in Boston (the "New Corporate Headquarters Lease"). The initial lease term is for three years with an option to renew for an additional two-year term. The lease commenced on September 1, 2023 and expires on August 31, 2026. The operating lease is subject to a security deposit of $21. The Company's lease liability represents the net present value of future lease payments utilizing a discount rate of 11%, which corresponds to the Company's incremental borrowing rate. As of September 30, 2023, the weighted average remaining lease term was 2.9 years. For the three and nine months ended September 30, 2023, expense under the New Corporate Headquarters Lease was $7.

The following table reconciles the undiscounted lease liabilities to the total lease liabilities recognized on the consolidated balance sheet as of September 30, 2023:

	As of September 30,
2023 (October 1 to December 31)	21
2024	86
2025	89
2026	60
Total lease payments	256
Less effect of discounting	(38)
Total	218
Short-term portion	(65)
Long-term portion	$ 153

NeuroBo Pharmaceuticals, Inc.
Notes to Condensed Consolidated Financial Statements -continued
(Dollar amounts in thousands, except per share amounts) (unaudited)

Former Corporate Headquarters Lease

On May 14, 2021, the Company entered into a non-cancelable operating lease for its corporate headquarters located in Boston Massachusetts. (the "Former Corporate Headquarters Lease"). The agreement, effective August 1, 2021, had a six month term, and rental costs of approximately $3 per month prior to the application of certain rent concessions granted by the landlord in the amount of approximately $2 over the term of the lease. The Company has since entered into amendments to the Former Corporate Headquarters Lease which reduced the size of the office space and extended the lease term, which expired in March 2023, for rental costs of approximately $2 per month. Subsequent to March 2023, the lease was month-to-month.

No assets and liabilities were recognized for the corporate headquarters leases at September 30, 2023 and December 31, 2022. Due to the short-term nature of the leases, the Company recognized lease payments as an expense on a straight-line basis over the remaining lease term. For the three months ended June 30, 2023 and 2022, expense under the corporate headquarters lease was in the aggregate $5 and $3, respectively. For the nine months ended September 30, 2023 and 2022, expense under the Former Corporate Headquarters Lease was $16 and $11, respectively.

License Agreement with Dong-A ST

On September 14, 2022, the Company and Dong-A ST Co., Ltd. ("Dong-A"), a related party and greater than 5% shareholder, entered into a license Agreement, pursuant to which the Company received an exclusive global license (other than in the Republic of Korea) to two proprietary compounds for specified indications (the "2022 License Agreement"). The 2022 License Agreement covers the rights to DA-1241 for treatment of NASH and T2D and DA-1726 for treatment of obesity and NASH. Under the 2022 License Agreement, Dong-A will be eligible to receive (i) regulatory milestone payments of up to $178 million for DA-1726 and $138 million for DA-1241, dependent upon the achievement of specific regulatory developments; (ii) commercial-based milestone payments, dependent upon the achievement of specific commercial developments; and (iii) single digit royalties on net sales received by the Company from the commercial sale of products covering DA-1241 or DA-1726.

As of September 30, 2023, no milestone or royalty payments had been accrued as there were no potential milestones yet achieved or considered probable.

NeuroBo Pharmaceuticals, Inc.
Notes to Condensed Consolidated Financial Statements -continued
(Dollar amounts in thousands, except per share amounts) (unaudited)

ANA Merger Milestone Payments

On December 31, 2020, the Company acquired 100% of ANA Therapeutics, Inc., a Delaware corporation ("ANA"), pursuant to an Agreement and Plan of Merger, dated December 31, 2020 (the "2020 Merger Agreement" or "2020 Merger"). Pursuant to the 2020 Merger Agreement, following the closing of the 2020 Merger, the Company is obligated to pay milestone payments (each, a "Milestone Payment") to certain persons identified in the 2020 Merger Agreement (each a "Stakeholder" and collectively, the "Stakeholders") in the form, time and manner as set forth in the 2020 Merger Agreement, upon the achievement of the following milestone events set forth below by the Company or any of its affiliates (each, a "Milestone Event"):

Milestone Event		**Milestone Payment**
First receipt of Marketing Approval (as defined in the 2020 Merger Agreement) from the FDA for any Niclosamide Product (as defined in the 2020 Merger Agreement)	$	45.0 million

Sales Milestones:

Milestone Event – Worldwide Cumulative Net Sales of a Niclosamide Product equal to or greater than:		**Milestone Payment**
$500 million	$	9.0 million
$1 billion	$	13.5 million
$3 billion	$	36.0 million
$5 billion	$	72.0 million

Additionally, pursuant to the 2020 Merger Agreement, the Company is obligated to pay a royalty of two and a half percent (2.5%) of annual worldwide net sales of each Niclosamide Product (as defined in the 2020 Merger Agreement) (each such payment, a "Royalty Payment") to the Stakeholders in the form, time and manner as set forth in the 2020 Merger Agreement, following the first commercial sale of each Niclosamide Product (as defined in the 2020 Merger Agreement) on a country by-country and Niclosamide Product-by-Niclosamide Product basis.

On June 1, 2023, the Company discontinued its clinical development of ANA001 and therefore, believes the likelihood of achieving future milestones and royalty payments payable pursuant to the Merger Agreement is remote. As of September 30, 2023, no milestones had been achieved or considered probable, therefore, no milestone payments were approved.

NeuroBo Pharmaceuticals, Inc.
Notes to Condensed Consolidated Financial Statements -continued
(Dollar amounts in thousands, except per share amounts) (unaudited)

YourChoice License Agreement

In connection with the 2020 Merger, the Company assumed the license agreement between ANA and Your Choice Therapeutics, Inc. (the "YourChoice Agreement"). Prior to the 2020 Merger, YourChoice Therapeutics, Inc. granted to ANA, during the term of the YourChoice Agreement, an exclusive, worldwide, fee-bearing license derived from the licensed intellectual property throughout the world. The fees due under the YourChoice Agreement include royalty payments of 0.5% of annual worldwide net sales of each Niclosamide Product (as defined in the 2020 Merger Agreement) and milestone payments in the aggregate of $19.5 million. The first milestone payment due is $5 million upon first receipt of Marketing Approval (as defined in the 2020 Merger Agreement) from the FDA for any Niclosamide Product (as defined by the 2020 Merger Agreement), followed by sales milestones of $1 million, $1.5 million, $4 million, and $8 million if worldwide cumulative net sales of a Niclosamide Product are equal to or greater than $500 million, $1, billion, $3, billion, and $5 billion, respectively. The term of the YourChoice Agreement will expire on the expiration or invalidation of the last of the licensed patents under the YourChoice Agreement. On June 2, 2023, the Company notified YourChoice Therapeutics, Inc. that the YourChoice Agreement terminated on August 31, 2023. We did not incur milestone or royalty payments pursuant to the YourChoice Agreement.

Gemphire Contingent Value Rights Agreement

On December 30, 2019, the Company entered into a definitive merger agreement (the "2019 Merger") with Gemphire Therapeutics, Inc. ("Gemphire"). In connection with the 2019 Merger, Gemphire entered into the Contingent Value Rights Agreement (the "CVR Agreement") with Grand Rapids Holders' Representative, LLC, as representative of Gemphire's stockholders prior to the 2019 Merger (the "Holders' Representative"), and Computershare Inc. and Computershare Trust Company, N.A. as the rights agents (collectively, the "Rights Agent"). Under the CVR Agreement, which NeuroBo assumed in connection with the 2019 Merger, the holders of Gemphire shares at the time of the 2019 Merger (collectively, the "CVR Holders") were entitled to receive 80% of the proceeds from the grant, sale, or transfer of rights to Gemcabene.

On March 23, 2021, NeuroBo, the Holders' Representative, and the Rights Agent entered into the First Amendment to Contingent Value Rights Agreement (the "CVR Amendment") to amend the CVR Agreement. Pursuant to the CVR Amendment, (i) the CVR Holders will continue to have the right to receive 80% of the proceeds from the grant, sale, or transfer of rights to Gemcabene as a treatment for cardiovascular conditions and (ii) the CVR Holders will now also receive 10% of the proceeds from the grant, sale, or transfer of rights to Gemcabene as a treatment for any indication outside of treating cardiometabolic diseases, including COVID-19.

As of September 30, 2023, no obligations had been accrued as there were no potential payments under the CVR Agreement or the CVR Amendment that were yet achieved or considered probable.

Pfizer License Agreement

Upon the close of the 2019 Merger, an exclusive license agreement with Pfizer, Inc. ("Pfizer") for the clinical product candidate Gemcabene (the "Pfizer Agreement") was assumed by the Company. Under the Pfizer Agreement, in exchange for this worldwide exclusive right and license to certain patent rights to make, use, sell, offer for sale and import the clinical product Gemcabene, the Company has agreed to certain milestone and royalty payments on future sales.

The Company agreed to make milestone payments totaling up to $37 million upon the achievement of certain milestones, including the first new drug application (or its foreign equivalent) in any country, regulatory approval in each of the United States, Europe and Japan, the first anniversary of the first regulatory approval in any country, and upon achieving certain aggregate sales levels of Gemcabene. Future milestone payments under the Pfizer Agreement, if any, are not expected to begin for at least several years and extend over a number of subsequent years.

NeuroBo Pharmaceuticals, Inc.
Notes to Condensed Consolidated Financial Statements -continued
(Dollar amounts in thousands, except per share amounts) (unaudited)

The Company also agreed to pay Pfizer tiered royalties on a country-by-country basis based upon the annual amount of net sales, as specified in the Pfizer Agreement, until the later of: (a) five (5) years after the first commercial sale in such country; (b) the expiration of all regulatory or data exclusivity for Gemcabene in such country; and (c) the expiration or abandonment of the last valid claim of the licensed patents, including any patent term extensions or supplemental protection certificates in such country (collectively, the "Royalty Term"). Under the Pfizer Agreement, the Company is obligated to use commercially reasonable efforts to develop and commercialize Gemcabene.

As of September 30, 2023, the Company had not achieved any milestones under the Pfizer Agreement, nor were any milestones considered probable, and therefore, no liabilities were recorded.

Contingencies

From time to time, the Company may be subject to various claims and suits arising in the ordinary course of business. The Company does not expect that the resolution of these matters will have a material adverse effect on its financial position or results of operations.

5. License and Collaboration Agreement

Beijing SL License and Collaboration Agreement

Upon the close of the 2019 Merger, the License and Collaboration Agreement (the "Beijing SL Agreement") with Beijing SL Pharmaceutical Co., Ltd. ("Beijing SL") was assumed by the Company, pursuant to which the Company granted Beijing SL an exclusive royalty-bearing license to research, develop, manufacture and commercialize pharmaceutical products comprising, as an active ingredient, Gemcabene in mainland China, Hong Kong, Macau and Taiwan. The terms of the Beijing SL Agreement include payments based upon achievement of milestones and royalties on net product sales. Under the Beijing SL Agreement, the Company has variable consideration in the form of milestone payments. As of September 30, 2023, no revenue under the Beijing SL Agreement had been recognized.

6. Stockholders' Equity

Warrants

The following warrants were outstanding as of September 30, 2023 and December 31, 2022:

Warrant Issuance	September 30, 2023	December 31, 2022	Exercise Price	Expiration Date
July 2018	48	48	$ 5,602.50	July 2028
April 2020	1,252	1,252	$ 375.00	April 2025
January 2021	83,338	83,338	$ 180.90	July 2026
October 2021	143,597	143,597	$ 112.50	April 2025
November 2022 Series A	423,504	6,768,837	$ 0.00	December 2023
November 2022 Series B	1,806,837	8,267,170	$ 0.00	December 2027
Total	2,458,576	15,264,242		

The November 2022 Series A Warrants and November 2022 Series B Warrants have a cashless exercise provision whereby one warrant can be exchanged for one share of common stock for no additional consideration, which renders the $3.00 per share stated exercise price to be $0.00. During the nine months ended September 30, 2023, 6,345,333 Series A Warrants and 6,460,333 Series B Warrants were exchanged for shares of the Company's common stock.

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Notes to Condensed Consolidated Financial Statements -continued
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7. Stock-based Compensation

Stock-based compensation expense was included in general and administrative and research and development costs as follows in the accompanying condensed consolidated statements of operations and comprehensive loss:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2023	2022	2023	2022
General and administrative	$ 172	$ 218	$ 111	$ 636
Research and development	-	-	11	-
Total stock-based compensation	$ 172	$ 218	$ 122	$ 636

In December 2019, the Company adopted the 2019 Equity Incentive Plan (the “2019 Plan”), and in November 2021 and December 2022, the Company adopted the 2021 Inducement Plan and 2022 Equity Incentive Plan (the “2022 Plan”), respectively. These plans provide for the grant of stock options, restricted stock and other equity awards of the Company's common stock to employees, officers, consultants, and directors. Options expire within a period of not more than ten years from the date of grant.

As of September 30, 2023, 3,789,032 shares in the aggregate were available for future issuance under the 2021 Inducement Plan and the 2022 Plan. Unrecognized stock-based compensation cost for the stock options issued under all stock incentive plans was $0.6 million as of September 30, 2023. The unrecognized stock-based expense is expected to be recognized over a weighted average period of 1.9 years.

Stock Options

The following table summarizes the Company’s activity related to its stock options for the nine months ended September 30, 2023:

	Number of Options	Weighted Average Exercise Price	Weighted-Average Remaining Contractual Term (years)	Aggregate Intrinsic Value (in thousands)
Outstanding at December 31, 2022	36,493	$ 99.62	8.5	$ —
Granted	25,000	$ 0.67	—	$ —
Exercised	-	$ —	—	$ —
Forfeited/Cancelled	(21,221)	$ 59.72	—	$ —
Outstanding at September 30, 2023	40,272	$ 59.21	8.7	$ —
Vested and expected to vest at September 30, 2023	40,272	$ 59.21	8.7	$ —
Options exercisable at September 30, 2023	39,012	$ 58.34	8.7	$ —

There were no stock options granted for the three months ended September 30, 2023 or 2022. During the nine months ended September 30, 2023, 25,000 stock options were granted to a non-employee consultant that vested in March 2023 upon the Company’s filing of an IND with the FDA for DA-1241. During the nine months ended September 30, 2022, there were 5,995 stock options granted to non-employee directors that vested over a period of one to three years. The weighted average fair value per share of options granted during the nine months ended September 30, 2023 and 2022 was $0.45 and $12.43, respectively.

NeuroBo Pharmaceuticals, Inc.
Notes to Condensed Consolidated Financial Statements -continued
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The Company measures the fair value of stock options on the date of grant using the Black-Scholes option pricing model. The Company does not have history to support a calculation of volatility and expected term. As such, the Company has used a weighted-average volatility considering the volatilities of several guideline companies.

For purposes of identifying similar entities, the Company considered characteristics such as industry, length of trading history, and stage of life cycle. The assumed dividend yield was based on the Company's expectation of not paying dividends in the foreseeable future. The average expected life of the options was determined based on the mid-point between the vesting date and the end of the contractual term according to the "simplified method" as described in Staff Accounting Bulletin 110. The risk-free interest rate is determined by reference to implied yields available from U.S. Treasury securities with a remaining term equal to the expected life assumed at the date of grant. The Company records forfeitures when they occur.

The assumptions used in the Black-Scholes option-pricing model are as follows:

	Nine Months Ended September 30,	
	2023	2022
Expected stock price volatility	82.9 %	80.7-85.2 %
Expected life of options (years)	5.0	5.5-5.8
Expected dividend yield	— %	— %
Risk free interest rate	3.54 %	1.72-3.08 %

During the three months ended September 30, 2023 and 2022, 278 and 775 stock options vested respectively. During the nine months ended September 30, 2023 and 2022, 29,997 and 2,351 stock options vested, respectively. During the three month periods ended September 30, 2023 and 2022, no stock options were forfeited. During the nine months ended September 30, 2023 and 2022, 21,221 and 2,000 stock options were forfeited, respectively.

Restricted Stock Units

During the nine months ended September 30, 2023, the Company awarded restricted stock units ("RSUs") to employees and directors. The vested restricted stock units vest through the passage of time, assuming continued service. The fair value of the RSUs, at the time of grant, is expensed on a straight-line basis over the vesting period of the RSUs as the services are provided. The following table summarizes the Company's activity related to its restricted stock units for the nine months ended September 30, 2023:

	Number of RSUs	Weighted Average Grant Date Fair Value Price
Outstanding at December 31, 2022	-	
Granted	1,354,939	$ 0.56
Vested and released	(187,500)	$ 0.50
Forfeited/Cancelled	(56,250)	$ 0.50
Outstanding at September 30, 2023	1,111,189	$ 0.57

8. Net Loss Per Common Share

Basic net loss per share is computed by dividing the net loss by the weighted-average number of shares of common stock outstanding for the period, without consideration for potentially dilutive securities if their effect is antidilutive. Diluted

NeuroBo Pharmaceuticals, Inc.
Notes to Condensed Consolidated Financial Statements -continued
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net loss per share is computed by dividing the net loss by the weighted average number of shares of common stock and dilutive common stock equivalents outstanding for the period determined using the treasury stock method. Dilutive common stock equivalents are comprised of options and RSUs outstanding under the Company's stock incentive plans and warrants. For all periods presented, there is no difference in the number of shares used to calculate basic and diluted shares outstanding as inclusion of the potentially dilutive securities would be antidilutive.

The basic net loss per share calculation includes the 2022 Series A Warrants and 2022 Series B Warrants given that these instruments are exchangeable into common stock for which no additional consideration is required from the holder. The following potential shares of common stock were not considered in the computation of diluted net loss per share as their effect would have been anti-dilutive.

	Three Months Ended September 30		Nine Months Ended September 30	
	2023	2022	2023	2022
Stock options	40,272	36,493	40,272	36,493
RSUs	1,111,189	—	1,111,189	—
Warrants (excluding 2022 Series A Warrants and 2022 Series B Warrants)	228,235	228,235	228,235	228,235

9. Fair Value Measurements

The Company follows accounting guidance that emphasizes that fair value is a market-based measurement, not an entity specific measurement. Fair value is defined as “the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date.” Fair value measurements are defined on a three level hierarchy:

Level 1 inputs: Unadjusted quoted prices for identical assets or liabilities in active markets;

Level 2 inputs: Quoted prices for similar assets and liabilities in active markets, quoted prices in markets that are not active, or inputs which are observable, whether directly or indirectly, for substantially the full term of the asset or liability;

Level 3 inputs: Unobservable inputs that reflect the Company’s own assumptions about the assumptions market participants would use in pricing the asset or liability in which there is little, if any, market activity for the asset or liability at the measurement date.

The fair value of financial instruments measured on a recurring basis as of September 30, 2023 and December 31, 2022 are as follows:

	As of September 30, 2023			
Description	Total	Level 1	Level 2	Level 3
Liabilities:				
Warrant liabilities	$ 1,062	$ —	$ 1,062	$ —
Total liabilities at Fair Value	$ 1,062	$ —	$ 1,062	$ —

	As of December 31, 2022			
Description	Total	Level 1	Level 2	Level 3
Liabilities:				
Warrant liabilities	$ 10,796	$ —	$ —	$ 10,796
Total liabilities at Fair Value	$ 10,796	$ —	$ —	$ 10,796

The fair value of the 2022 Series A Warrants and 2022 Series B Warrants (collectively, the “2022 Warrants”) was determined using a Monte Carlo simulation at December 31, 2022. This valuation technique involved a significant

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amount of estimation and judgment. In general, the assumptions used in calculating the fair value of the common stock warrant liability represent management's best estimate, but the estimate involves inherent uncertainties and the application of significant management judgment. At December 31, 2022, these warrant liabilities fell within Level 3 of the fair value hierarchy.

However, due to the cashless exercise provision of the 2022 Warrants rendering the exercise price effectively at zero, the calculated price per share of the 2022 Warrants approximated that of a share of common stock. Based on this result, the Company changed its valuation methodology during the nine months ended September 30, 2023 and determined that the fair value of the warrants are equal to the underlying stock price at September 30, 2023. Therefore, as of September 30, 2023, these warrant liabilities fell within Level 2 of the fair value hierarchy.

The following table provides a roll-forward of the warrant liabilities measured at fair value for the nine months ended September 30, 2023:

		Nine Months Ended September 30, 2023
Balance at beginning of period	$	10,796
Change in fair value of warrant liabilities		(2,901)
Reclass of warrant liabilities upon exercise of warrants		(6,833)
Balance at end of period	$	1,062

10. Income Taxes

The effective tax rate for the three and nine months ended September 30, 2023 and 2022 was zero percent. As a result of the analysis of all available evidence as of September 30, 2023 and December 31, 2022, the Company recorded a full valuation allowance on its net deferred tax assets. Consequently, the Company reported no income tax benefit for the three and nine months ended September 30, 2023 and 2022. If the Company's assumptions change and the Company believes that it will be able to realize these deferred tax assets, the tax benefits relating to any reversal of the valuation allowance on deferred tax assets will be recognized as a reduction of future income tax expense. If the assumptions do not change, each period the Company could record an additional valuation allowance on any increases in the deferred tax assets.

11. Related Party Transactions

Manufacturing Agreement with Dong-A ST

On September 28, 2018, the Company entered into a five year manufacturing and supply agreement with Dong-A for manufacturing and supply of NB-01 drug substance and placebos for the purpose of research and development to be used in Phase 3 clinical trials (the "Manufacturing Agreement"). There were no manufacturing related costs under the Manufacturing Agreement for the three and nine months ended September 30, 2023 and 2022. The product manufacturing related costs, when incurred, are reflected as research and development expenses.

On June 7, 2020, the Company entered into a manufacturing and supply agreement (the "Manufacturing and Supply Agreement") with Dong-A for the manufacturing and supply of NB-02 drug product and placebo for the purpose of research and development of NB-02, including but not limited to, the use in the first NB-02 human clinical trial to be conducted by the Company. Under the terms of the Manufacturing and Supply Agreement, upon receipt of a purchase order from the Company no later than 270 days prior to the requested delivery date, Dong-A has agreed to produce for the Company tablets of the NB-02 drug substance and placebos at a specified supply price. The Company is obligated to manufacture, or have manufactured, and supply to Dong-A the active pharmaceutical ingredients which are necessary to manufacture the NB-02 drug product. The Manufacturing and Supply Agreement has a five year term, subject to earlier

NeuroBo Pharmaceuticals, Inc.
Notes to Condensed Consolidated Financial Statements -continued
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termination under certain circumstances. The Company recognized no product manufacturing related costs under the Manufacturing and Supply Agreement during the three and nine months ended September 30, 2023 and 2022. None of the costs incurred under the Manufacturing Agreement remained unpaid as of September 30, 2023 or December 31, 2022.

Shared Services Agreement

On September 14, 2022, in conjunction with the Dong-A License Agreement, the Company entered into a shared services agreement with Dong-A (the "Shared Services Agreement"), relating to DA-1241 and DA-1726. The Shared Services Agreement provides that Dong-A may provide technical support, pre-clinical development, and clinical trial support services on terms and conditions acceptable to both parties. In addition, the Shared Services Agreement provides that Dong-A will manufacture all of the Company's clinical requirements of DA-1241 and DA-1726.

Either party may terminate the Shared Services Agreement for the other party's material breach that is not cured within 30 days of notice. Dong-A may also terminate the Shared Services Agreement in part on a service-by-service or product-by-product basis upon a breach by the Company which is not cured within 30 days.

As of September 30, 2023, the table below summarizes the statements of work (the "SOW"s) executed between the Company and Dong-A pursuant to the Shared Services Agreement:

SOW	Description	SOW amount	R&D expense for the three months ended September 30, 2023	R&D expense for the nine months ended September 30, 2023	Accounts payable/Accrued research and development as of September 30, 2023
SOW 2	Secondment of Dong-A Personnel	$ 120	$ 30	$ 30	$ -
SOW 3	Manufacture of DA-1241 and DA-1726[(1)]	789	9	789	9
SOW 4	Preclinical and Research Overhead for DA-1241 and DA-1726	1,422	372	1,405	1,275
SOW 5	Secondment of Dong-A Personnel	18	5	7	5
Total		$ 2,349	$ 416	$ 2,231	$ 1,289

(1) The SOW 3 amounts provided in the above table represents the expense incurred to manufacture DA-1241 for the three and nine months ended September 30, 2023. The SOW 3 amounts in the table above do not reflect the entire cost to manufacture DA-1726, which is to be provided by Dong-A closer to completion.

12. Subsequent Event

Since September 30, 2023, 383,333 2022 Series B Warrants were exchanged for shares of the Company's common stock.

NeuroBo Pharmaceuticals, Inc.
Form 10-Q

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following discussion of our financial condition and results of operations should be read in conjunction with the condensed consolidated financial statements and related notes included elsewhere in this report and the audited financial statements and related notes for the fiscal year ended December 31, 2022 included in our Annual Report on Form 10-K ("2022 Form 10-K") filed by the Company with the SEC on March 30, 2023.

Forward-Looking Statements

Certain statements in this Quarterly Report on Form 10-Q are forward-looking statements within the meaning of the safe harbor provisions of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended ("Exchange Act"), that are based on management's beliefs, assumptions and expectations and information currently available to management. All statements that address future operating performance, events or developments that we expect or anticipate will occur in the future are forward-looking statements, including without limitation, our expectations regarding our ability to execute on our commercial strategy, the timeline for regulatory submissions, regulatory steps and potential regulatory approval of our current and future product candidates, the ability to realize the benefits of the license agreement with Dong-A ST Co. Ltd., including the impact on future financial and operating results of NeuroBo; the ability to integrate the product candidates into our business in a timely and cost-efficient manner; the cooperation of our contract manufacturers, clinical study partners and others involved in the development of our current and future product candidates; our ability to initiate clinical trials on a timely basis; our ability to recruit subjects for our clinical trials; costs related to the license agreement, known and unknown, including costs of any litigation or regulatory actions relating to the license agreement; changes in applicable laws or regulations; effects of changes to our stock price on the terms of the license agreement and any future fundraising and other risks and uncertainties described in our filings with the SEC.

In some cases, you can identify forward-looking statements by the following words: "anticipate," "believe," "continue," "could," "estimate," "expect," "intend," "may," "ongoing," "plan," "potential," "predict," "project," "should," "will," "would" or the negative of these terms or other comparable terminology, although not all forward-looking statements contain these words. In addition, statements that "we believe," "we expect," "we anticipate" and similar statements reflect our beliefs and opinions on the relevant subject. These statements are based upon information available to us as of the date of this Quarterly Report on Form 10-Q and management believes that these forward-looking statements are reasonable as and when made. However, you should not place undue reliance on forward-looking statements because they speak only as of the date when made. We undertake no obligation to revise any forward-looking statements in order to reflect events or circumstances that might subsequently arise.

Forward-looking statements are subject to a number of risks and uncertainties that could cause actual events to adversely differ from the expectations indicated in these forward-looking statements, including without limitation, the risks and uncertainties described in our 2022 Form 10-K. We operate in an evolving environment. New risk factors and uncertainties may emerge from time to time, and it is not possible for us to predict all risk factors and uncertainties. We may not actually achieve the plans, projections or expectations disclosed in forward-looking statements, and actual results, developments or events could differ materially from those disclosed in the forward-looking statements. Forward-looking statements are subject to a number of risks and uncertainties, including without limitation, the possibility that regulatory authorities do not accept our application or approve the marketing of our products, the possibility we may be unable to raise the funds necessary for the development and commercialization of our products, and those described in our filings with the SEC.

Overview

NeuroBo Pharmaceuticals, Inc. (the "Company," "NeuroBo," "we," "us" or "our") is a clinical-stage

biotechnology company focused primarily on developing and commercializing novel pharmaceuticals to treat cardiometabolic diseases. NeuroBo has two primary programs focused on treatment of nonalcoholic steatohepatitis ("NASH"), obesity and type 2 diabetes mellitus ("T2D"):

- *DA-1241* is a novel G-Protein-Coupled Receptor 119 (GPR119) agonist that has demonstrated therapeutic potential for both NASH and T2D. In preclinical studies, DA-1241 demonstrated that GPR-119 agonism promotes release of the key gut peptides GLP-1, GIP, and PYY, which have a beneficial effect on liver inflammation, lipid metabolism, weight loss, and glucose metabolism. The therapeutic potential of DA-1241 has been demonstrated in multiple pre-clinical animal models of NASH and T2D whereby DA-1241 reduced hepatic steatosis, hepatic inflammation, and liver fibrosis, while also improving glucose control. Furthermore, in Phase 1a and 1b trials, DA-1241 was well tolerated in both healthy volunteers and those with T2D. The U.S Food and Drug Administration ("FDA") cleared an Investigational New Drug ("IND") application to support a Phase 2a clinical trial of DA-1241 in NASH patients. In the third quarter of 2023, we initiated the Phase 2a study with the goal of establishing efficacy of DA-1241 in NASH patients with confirmed pre-diabetes or T2D.

- *DA-1726* is a novel oxyntomodulin ("OXM") analogue that acts as a glucagon-like peptide-1 receptor (GLP1R) and glucagon receptor (GCGR) dual agonist. The once-weekly subcutaneous drug candidate is in development for the treatment of obesity, with the potential to address other co-morbidities, including NASH. DA-1726 has demonstrated superior body weight loss in preclinical studies compared with other selective GLP1R agonists. OXM is a naturally-occurring gut hormone that activates GLP1R and GCGR, which decrease food intake while increasing energy expenditure, thus potentially resulting in superior body weight loss compared to selective GLP1R agonists. In the fourth quarter of 2023 we intend to file an IND application for DA-1726 and initiate Phase 1 clinical trials, with the goal of establishing the safety of DA-1726 in human subjects.

While we are primarily focused on development of DA-1241 and DA-1726, we also had four legacy therapeutics programs:

- NB-01 was being developed as a treatment for painful diabetic neuropathy (PDN) as a first-line pain management therapy for PDN.

- NB-02 was being developed to treat the symptoms of cognitive impairment and modify the progression of neurodegenerative diseases associated with the misfunction of a protein called tau, and with amyloid beta plaque deposition.

- Gemcabene was being developed for the treatment of dyslipidemia, a serious medical condition that increases the risk of life-threatening cardiovascular disease, and was focused on orphan indications such as homozygous familial hypercholesterolemia (HoFH), as well as severe hypertriglyceridemia (SHTG) and for COVID-19.

- ANA001 is a proprietary oral niclosamide formulation that was being developed as a treatment for patients with moderate COVID-19.

In June 2023, we decided to discontinue our clinical development of ANA001 (niclosamide) and clinical development of Gemcabene for the treatment of COVID-19.

For more information on our business and our product candidates, see "Business-Overview" in Part I, Item 1 of our Annual Report on Form 10-K filed on March 30, 2023.

Our Board of Directors has determined to focus our financial resources and management attention on development of DA-1241 for NASH and T2D and DA-1726 for NASH and obesity. We will continue to consider out-

licensing and acquisition opportunities with respect to our legacy programs.

Current Scientific Activity

Following consummation of the License Agreement between Dong-A ST Co, Ltd and us, dated September 14, 2022, we have two primary programs focused on treatment of NASH, obesity and T2D:

DA-1241

DA-1241 is a novel chemical drug candidate selectively activating G protein-coupled receptor 119 (GPR119) which has shown consistent target-related mechanisms and glucose-lowering effects from nonclinical studies to a Phase 1b exploratory clinical trials in patients with T2D in the US. GPR119 is known to be a regulator of both blood glucose and lipid levels. Non-clinical studies suggest DA-1241 selectively activates GPR119, thus stimulating the secretion of insulin and incretin hormones such as GLP-1, GIP, and PYY. Extensive non-clinical studies have shown DA-1241 has therapeutic potential for the reduction in hepatic steatosis, inflammation, fibrosis, improved lipid metabolism, and glucose control regardless of body weight reduction. Other preclinical tests have suggested these therapeutic effects are augmented when co-treated with other oral anti-diabetic agents such as metformin, SGLT2 inhibitors, and DPP4 inhibitors which are widely used for treating patients with T2D in the clinic. Moreover, impaired insulin action and lipid metabolism which are frequently observed in T2D patients are highly associated with the pathogenesis of steatosis and inflammation in NASH. In Phase 1a and 1b human trials DA-1241 was well tolerated in both healthy volunteers and those with T2D.

Phase 2 Study

In March 2023, we submitted an Investigational New Drug (IND) application to the FDA to support a Phase 2a clinical trial of DA-1241 in NASH patients with pre-diabetes or T2D. The FDA cleared the IND application in May 2023, and we initiated the study in the third quarter of 2023.

The two-part, Phase 2a trial is designed to be a 16-week, multicenter, randomized, double-blind, placebo-controlled, parallel clinical study to evaluate the efficacy and safety of DA-1241 in subjects with presumed NASH and confirmed pre-diabetes or T2D.

Part 1 is exploring the efficacy of DA-1241 versus placebo, and is expected to enroll 49 subjects, with a planned maximum of 55 subjects to account for early discontinuations. Subjects are being randomized in a 1:2:1 ratio into 3 treatment groups: DA-1241 50 mg, DA-1241 100 mg, or placebo.

Part 2 will explore the efficacy of DA-1241 in combination with sitagliptin, versus placebo, and will begin after completion of a confirmatory preclinical safety study of DA-1241 in combination with sitagliptin. It is expected to enroll 37 subjects, with a planned maximum of 43 subjects to account for early discontinuations, and subjects will be randomized in 2:1 ratio into 2 treatment groups: DA-1241 100 mg/sitagliptin 100 mg or placebo.

Randomization of both Part 1 and Part 2 will be stratified by T2D status at baseline.

The primary endpoint for both part 1 and part 2 is the change from baseline in alanine transaminase (ALT) levels at Week 16. Secondary efficacy endpoints include the proportion of subjects with normalization of ALT, relative percent change in liver fat fraction from baseline, absolute change in liver fat from baseline, and proportion of subjects with a 30% or more reduction in liver fat from baseline, among others. Safety will be evaluated by monitoring adverse

events (AEs), serious adverse events (SAEs) and AEs leading to discontinuation and laboratory abnormalities.

DA-1726

DA-1726 is a novel OXM analogue functioning as a GLP1R/GCGR dual agonist for the treatment of NASH and obesity. Activation of GLP-1R contributes to central anorexic effect (appetite suppression) and activation of GCGR peripherally enhances basal metabolic rate. Accordingly, non-clinical studies have shown DA-1726 not only reduces food intake but also increases energy expenditure even at the basal resting state, leading to persistent weight loss in diet-induced obese animals. In preclinical mice models administration of DA-1726 resulted in improved weight loss, as well as reduced hepatic steatosis, inflammation, and fibrosis compared to semaglutide as well as another OXM analogue in development. Having stabilized the fragile peptide through several unique modifications, DA-1726 is predicted to be available as a once-weekly regimen to humans. We intend to advance DA-1726 through an IND application during the fourth quarter of 2023 and thereafter through initiation of human clinical trials.

Results of Operations

The following table summarizes our operating results for the periods indicated: (dollar amounts in thousands)

	For the Three Months Ended September 30,			For the Nine Months Ended September 30,		
	2023	2022	Change	2023	2022	Change
Operating expenses:						
Research and development	$ 2,292	$ 571	$ 1,721	$ 5,293	$ 2,473	$ 2,820
General and administrative	1,601	2,533	(932)	4,926	6,725	(1,799)
Total operating expenses	3,893	3,104	789	10,219	9,198	1,021
Loss from operations	(3,893)	(3,104)	(789)	(10,219)	(9,198)	(1,021)
Other income (expense):						
Change in fair value of warrant liabilities	(87)	—	(87)	2,901	—	2,901
Interest income	162	—	162	162	—	162
Other expense	—	(9)	9	—	(93)	93
Loss before income taxes	(3,818)	(3,113)	(705)	(7,156)	(9,291)	2,135
Provision for income taxes	—	—	—	—	—	—
Net loss	$ (3,818)	$ (3,113)	$ (705)	$ (7,156)	$ (9,291)	$ 2,135

Comparison of Three Months Ended September 30, 2023 and 2022

Research and Development Expenses

Research and development expenses consist primarily of costs incurred in connection with the development of our product candidates. We expense research and development costs to operations as incurred.

Research and development expenses were approximately $2.3 million for the three months ended September 30, 2023 as compared to approximately $0.6 million for the three months ended September 30, 2022. The increase of approximately $1.7 million was primarily due to costs related to our clinical trial of DA-1241 which we initiated in the third quarter of 2023, including increases in clinical trial costs and toxicology studies of $1.3 million and $0.4 million, respectively.

General and Administrative Expenses

General and administrative expenses consist primarily of salaries and related costs, including stock-based compensation, for personnel in executive, finance and administrative functions. General and administrative expenses also include direct and allocated facility-related costs as well as professional fees for legal, patent, consulting, investor and public relations, accounting, and audit services.

General and administrative expenses were approximately $1.6 million for the three months ended September 30, 2023, compared to approximately $2.5 million for the three months ended September 30, 2022. The decrease of approximately $0.9 million was primarily due to a decrease in professional fees of $0.7 million primarily related to the exploration of business opportunities during the three months ended September 30, 2022, as well as a decrease in insurance costs of approximately $0.2 million.

Change in fair value of warrant liabilities

The change in fair value of warrant liabilities resulted in a loss of $0.1 million for the three months ended September 30, 2023, primarily resulting from the fluctuation of the underlying stock price of our common stock at September 30, 2023 compared to December 31, 2022. We had no warrant liabilities during the three months ended September 30, 2022.

Interest Income

Interest income for the three months ended September 30, 2023 was $0.2 million and was related to cash deposits. Interest income for the three months ended September 30, 2022 was nominal.

Other expense

We did not incur other expense for the three months ended September 30, 2023. Other expense for the three months ended September 30, 2022 was nominal.

Comparison of Nine Months Ended September 30, 2023 and 2022

Research and Development Expenses

Research and development expenses consist primarily of costs incurred in connection with the development of our product candidates. We expense research and development costs to operations as incurred.

Research and development expenses were approximately $5.3 million for the nine months ended September 30, 2023 as compared to approximately $2.5 million for the nine months ended September 30, 2022. The increase of approximately $2.8 million was primarily due to costs related to our clinical trial of DA-1241 which we initiated in the third quarter of 2023, including increases in clinical trial costs, toxicology studies and related costs to drug manufacturing of $0.9 million, $1.6 million, and $0.5 million, respectively. The increase is partially offset by a decrease in general research and development overhead, as we were finishing our ANA001 study, during the nine months ended September 30, 2022 of $0.2 million.

General and Administrative Expenses

General and administrative expenses consist primarily of salaries and related costs, including stock-based compensation, for personnel in executive, finance and administrative functions. General and administrative expenses also include direct and allocated facility-related costs as well as professional fees for legal, patent, consulting, investor and public relations, accounting, and audit services.

General and administrative expenses were approximately $4.9 million for the nine months ended September 30, 2023, compared to approximately $6.7 million for the nine months ended September 30, 2022. The decrease of approximately $1.8 million was primarily due to a decrease in professional fees of $1.0 million primarily related to the exploration of business opportunities during the nine months ended September 30, 2022, as well as a decrease in insurance costs of approximately $0.7 million and a decrease in stock-based compensation of $0.5 million, offset partially by increases in payroll and executive consultant fees in the aggregate of $0.4 million.

Change in fair value of warrant liabilities

The change in fair value of warrant liabilities resulted in a gain of $2.9 million for the nine months ended September 30, 2023, primarily resulting from the fluctuation of the underlying stock price of our common stock at September 30, 2023 compared to December 31, 2022. We had no warrant liabilities during the nine months ended September 30, 2022.

Interest Income

Interest income for the nine months ended September 30, 2023 was $0.2 million and was related to cash deposits. Interest income for the nine months ended September 30, 2023 was nominal.

Other expense

Other expense was $0.1 million for the nine months ended September 30, 2022 and consisted primarily of a loss on the sale of fixed assets. We did not incur other expense for the nine months ended September 30, 2023.

Liquidity and Capital Resources

Cash Flows

The following table summarizes our cash flows for the periods indicated:

	For the Nine Months Ended September 30,	
	2023	2022
	(in thousands)	
Net cash used in operating activities	$ (7,406)	$ (9,905)
Net cash (used in) provided by investing activities	(41)	8
Net cash used in financing activities	(80)	(134)
Net decrease in cash	$ (7,527)	$ (10,031)

Operating Activities

During the nine months ended September 30, 2023, cash used in operating activities was approximately $7.4 million, consisting of our net loss of approximately $7.2 million and a change in the fair value of warrant liabilities of $2.9 million, offset partially by net changes in working capital and non-cash expenses in the amount of approximately $2.7 million in the aggregate. The net change in working capital was primarily due to increased accounts payable and accrued expenses related to expenses associated with our clinical trial of DA-1241.

During the nine months ended September 30, 2022, cash used in operating activities was approximately $9.9 million, consisting of our net loss of $9.3 million and changes in working capital cash usage in the amount of

approximately $1.3 million, offset partially by non-cash expenses related primarily to stock-based compensation of $0.7 million.

Investing Activities

Cash used in investing activities during the nine months ended September 30, 2023 was approximately $41,000 for the purchase of equipment. Cash provided by investing activities during the nine months ended September 30, 2022 was approximately $8,000 for the sale of equipment.

Financing Activities

Cash used in financing activities was approximately $80,000 for the nine months ended September 30, 2023 from the payment of financing costs related to a prior financing transaction. Cash used in financing activities was $0.1 million for the nine months ended September 30, 2022.

Going Concern

We have incurred significant operating losses since inception. Our ability to generate product revenue sufficient to achieve profitability will depend on the successful development and eventual commercialization of one or more of our current or future product candidates. To date, we have not generated any revenue from product sales, collaborations with other companies, government grants or any other source, and do not expect to generate any revenue in the foreseeable future, and have been dependent on funding operations through the public and private sale of equity securities.

We have devoted substantially all of our resources to the development of our product candidates, including the conduct of our clinical trials, and general and administrative operations, including the protection of our intellectual property.

The accompanying condensed consolidated financial statements have been prepared in conformity with GAAP, which contemplate our continuation as a going concern.

As of September 30, 2023, we had an accumulated deficit of $103.0 million. Our net losses were $3.8 million and $3.1 million for the three months ended September 30, 2023 and 2022, respectively. Our net losses were $7.2 million and $9.3 million for the nine months ended September, 2023 and 2022, respectively. We expect that our expenses and capital requirements will increase substantially in connection with our ongoing activities, particularly if and as we:

- pursue clinical development for any of our current product candidates;
- initiate preclinical studies and clinical trials with respect to any additional indications for our current product candidates and any future product candidates that we may pursue;
- acquire or in-license other product candidates and/or technologies;
- develop, maintain, expand and protect our intellectual property portfolio;
- hire additional clinical, scientific administrative and commercial personnel;
- establish a commercial manufacturing source and secure supply chain capacity sufficient to provide commercial quantities of any product candidates for which we may obtain regulatory approval;
- seek regulatory approvals for any product candidates that successfully complete clinical trials;
- establish a sales, marketing and distribution infrastructure and/or enter into partnership arrangements to commercialize any products for which we may obtain regulatory approval; or
- add administrative, operational, financial and management information systems and personnel, including personnel to support our product development and planned future commercialization efforts, and to support our being a public reporting company

We are currently developing DA-1241 and DA-1726 through various stages of clinical and preclinical development. Developing pharmaceutical products, including conducting preclinical studies and clinical trials, is expensive. As part of our longer-term strategy, we anticipate that we will incur significant expenses in connection with our research and development efforts and the maintenance of our general and administrative infrastructure. We may also engage in business development activities that involve potential in- or out-licensing of products or technologies or acquisitions of other products, technologies or businesses. If DA-1241 or DA-1726 or any of our other product candidates fails in clinical trials or does not gain or maintain regulatory approval, or if DA-1241 or DA-1726 or any of our other product candidates does not achieve market acceptance, we may never become profitable.

As of September 30, 2023, we had cash deposits in the amount of $25.8 million. We expect to continue to incur significant operating losses in the foreseeable future to support our planned continued clinical development of DA-1241 and DA-1726. We expect that our cash will be adequate to fund operations into the fourth quarter of 2024. We will need to continue to raise additional funds until we are able to generate sufficient revenues to fund our development activities, however these actions are not solely within our control and we are unable to predict the ultimate outcome of these actions to generate the liquidity ultimately required.

These factors individually and collectively raise substantial doubt about our ability to continue as a going concern. Our financial statements do not include any adjustments or classifications that may result from our possible inability to continue as a going concern.

Critical Accounting Estimates

Our financial statements are prepared in accordance with GAAP. These accounting principles require us to make estimates and judgments that can affect the reported amounts of assets and liabilities as of the date of the financial statements as well as the reported amounts of revenue and expense during the periods presented. We believe that the estimates and judgments upon which we rely are reasonably based upon information available to us at the time that we make these estimates and judgments. To the extent that there are material differences between these estimates and actual results, our financial results will be affected. The accounting policies that reflect our more significant estimates and judgments and which we believe are the most critical to aid in fully understanding and evaluating our reported financial results are described in “Management’s Discussion and Analysis of Financial Condition and Results of Operations”, included in our 2022 Form 10-K filed on March 30, 2023.

During the nine months ended September 30, 2023, there were no material changes to our critical accounting estimates disclosed in “Management’s Discussion and Analysis of Financial Condition and Results of Operations” included in our 2022 Form 10-K filed on March 30, 2023.

Recent Accounting Pronouncements

Refer to Note 2— *Summary of Significant Accounting Policies* to our condensed consolidated financial statements included elsewhere in this report for a discussion of recently issued accounting pronouncements.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Not applicable.

ITEM 4. CONTROLS AND PROCEDURES

Evaluation of Disclosure Controls and Procedures

We maintain disclosure controls and procedures that are designed to ensure that information we are required to disclose in our Exchange Act reports is recorded, processed, summarized and reported within the time periods specified

in the SEC's rules and forms, and that such information is accumulated and communicated to our management, including our principal executive and financial officer, as appropriate to allow timely decisions regarding required disclosure.

We designed and evaluate our disclosure controls and procedures recognizing that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance and not absolute assurance of achieving the desired control objectives. Also, the design of a control system must reflect the fact that there are resource constraints and the benefits of controls must be considered relative to their costs. Because of the inherent limitations in all control systems, no evaluation of controls can provide absolute assurance that misstatements due to error or fraud will not occur or that all control issues and instances of fraud, if any, have been detected. These inherent limitations include the realities that judgments in decision-making can be faulty and that breakdowns can occur because of simple error or mistake. The design of any system of controls is based, in part, upon certain assumptions about the likelihood of future events and there can be no assurance that any design will succeed in achieving its stated goals under all potential future conditions.

Under the supervision of and with the participation of our management, including our principal executive and financial officer, we evaluated the effectiveness of our disclosure controls and procedures, as such term is defined in Rules 13a-15(e) and 15(d)- 15(e) promulgated under the Exchange Act as of September 30, 2023. Based on this evaluation, our principal executive and financial officer concluded that our disclosure controls and procedures were not effective as a result of the material weaknesses described below.

In connection with the preparation of the financial statements included in our 2022 Form 10-K, management identified material weaknesses resulting from a lack of segregation of duties over cash disbursements and financial reporting, a material weakness related to logical access over computer applications, and a material weakness due to lack of supervision and review over financial reporting. A material weakness is a deficiency, or a combination of deficiencies, in internal control over financial reporting, such that there is a reasonable possibility that a material misstatement of our annual or interim financial statements will not be prevented or detected on a timely basis. Specifically, there was a lack of segregation of duties involved in the execution of wire transfers, preparing journal entries, and review over clinical trial accruals, and certain individuals in the accounting department have administrative access to the financial reporting systems. See "Remediation Efforts to Address the Material Weaknesses" below for steps we are taking to correct these material weaknesses.

Changes in Internal Control Over Financial Reporting

Except as provided below under "Remediation Efforts to Address Material Weaknesses," there were no changes in our internal control over financial reporting (as defined in Rule 13a-15(f) or 15d-15(f) under the Exchange Act) during the quarter ended September 30, 2023, that have materially affected, or are reasonably likely to materially affect, the Company's internal control over financial reporting.

Remediation Efforts to Address Material Weaknesses

We are in the process of remediating, but have not yet remediated, the material weaknesses described above. Under the oversight of the audit committee, management is developing a detailed plan and timetable for the implementation of appropriate remedial measures to address the material weaknesses. As of the date of this quarterly report, we are in the process of making the following changes in our internal control environment to help remediate the material weaknesses:

- we have added additional accounting personnel, enabling us to alleviate the lack of segregation of duties over certain financial reporting processes;
- we will enhance the controls over disbursements, separating the functions of initiating and approving to two separate individuals;

- we will implement enhanced controls relative to the review and oversight of the accounting for review of journal entries, cash disbursements and financial reporting.
- we will restrict administrator rights to only those individuals who require access.

Management may decide to take additional measures to remediate the material weaknesses as necessary.

PART II — OTHER INFORMATION

ITEM 1. LEGAL PROCEEDINGS

From time to time, we may be involved in various claims and legal proceedings relating to claims arising out of our operations. We are not currently a party to any legal proceedings that, in the opinion of our management, are likely to have a material adverse effect on our business. Regardless of outcome, litigation can have an adverse impact on us because of defense and settlement costs, diversion of management resources and other factors.

ITEM 1A. RISK FACTORS

Our business, results of operations, and financial condition are subject to various risks and uncertainties, including those described in Part I, Item 1A: Risk Factors in our 2022 Form 10-K. The following risk factor is being provided to supplement and update the risk factors set forth in our 2022 Form 10-K.

We have incurred losses since inception, we anticipate that we will incur continued losses for the foreseeable future and there is substantial doubt about our ability to continue as a going concern for the full one-year period following the date of this report. We require additional financing to accomplish our long-term business plan and failure to obtain necessary capital when needed on acceptable terms, or at all, could force us to delay, limit, reduce or terminate our operations.

We have experienced net losses and negative cash flows from operating activities since our inception and have an accumulated deficit of $103.0 million as of September 30, 2023. It is possible we will never generate revenue or profit.

As of September 30, 2023, we had cash deposits of $25.8 million. Operating at the level of scientific activity described in “Management’s Discussion and Analysis of Financial Statements and Results of Operations – Overview - Recent Developments,” we expect that our cash deposits will be adequate to fund operations into the fourth quarter of 2024. Accordingly, we will need to raise additional capital to fund continued operations at the current level beyond the third quarter of 2024.

Although we are exploring financing opportunities and carefully monitoring the capital markets, we do not yet have any commitments for additional financing and may not be successful in our efforts to raise additional funds. There can be no assurances that additional financing will be available to us on satisfactory terms, or at all. If we are unable to raise sufficient additional capital (which is not assured at this time, particularly as a result of recent depressed capital market conditions), our long-term business plan may not be accomplished, and we may be forced to cease, reduce, or delay operations.

The foregoing factors individually and collectively raise substantial doubt about our ability to continue as a going concern for the full one-year period following the date of this report. For more information, see “Going Concern” under Note 2 to our financial statements included in Item 1 of this Quarterly Report. The perception that we may not be able to continue as a going concern may cause others to choose not to deal with us due to concerns about our ability to meet our contractual obligations. If we are unable to continue as a going concern, investors could lose all or part of their investment in our Company.

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We are not currently in compliance with the continued listing requirements for Nasdaq. If the price of our common stock continues to trade below $1.00 per share for a sustained period or we do not meet other continued listing requirements, our common stock may be delisted from the Nasdaq Capital Market, which could affect the market price and liquidity for our common stock and reduce our ability to raise additional capital.

On February 8, 2023, we received written notice (the "***Notification Letter***") from The Nasdaq Stock Market LLC ("***Nasdaq***") notifying us that the Company was not in compliance with the minimum bid price requirements set forth in Nasdaq Listing Rule 5550(a)(2) for continued listing on the Nasdaq Capital Market. Nasdaq Listing Rule 5550(a)(2) requires listed securities maintain a minimum closing bid price of $1.00 per share, and Nasdaq Listing Rule 5810(c)(3)(A) provides that a failure to meet the minimum closing bid price requirement exists if the deficiency continues for a period of 30 consecutive business days. Based on the closing bid price of the Company's common stock for the 30 consecutive business days prior to the date of the Notification Letter, the Company did not meet the minimum closing bid price requirement. To regain compliance, the closing bid price of the Company's common stock must be at least $1.00 per share for a minimum of 10 consecutive business days at any time prior to August 7, 2023.

On July 31, 2023, the Company submitted a request to Nasdaq for a 180-day extension to regain compliance with the Minimum Bid Price Requirement. The Company indicated to Nasdaq that it met the continued listing requirement for market value of publicly-held shares and all other initial listing standards for the Nasdaq Capital Market, with the exception of the Minimum Bid Price Requirement, and provided notice of its intention to cure the deficiency during the extended compliance period by effecting a reverse stock split, if necessary. On June 28, 2023, the Company's stockholders approved an amendment to the Company's certificate of incorporation to effect a reverse stock split of the Company's issued and outstanding common stock at a ratio between 1-for-5 and 1-for-8, with the decision of whether to implement such split being subject to the discretion of the Company's Board of Directors.

On August 8, 2023, the Company received a letter from Nasdaq advising that the Company had been granted a 180-day extension to February 5, 2024 to regain compliance with the Minimum Bid Price Requirement, in accordance with Nasdaq Listing Rule 5810(c)(3)(A).We continue to monitor the closing bid price of our common stock and consider our available options to resolve our noncompliance with the minimum bid price requirement. There can be no assurance that we will be able to regain compliance with the minimum bid price requirement or we will otherwise be in compliance with other Nasdaq listing criteria. If we fail to regain compliance with the minimum bid requirement or to meet the other applicable continued listing requirements for the Nasdaq Capital Market in the future and Nasdaq may delist our common stock.

Delisting from Nasdaq could adversely affect our ability to raise additional financing through the public or private sale of equity securities, would significantly affect the ability of investors to trade our securities and would negatively affect the value and liquidity of our common stock. Delisting could also have other negative results, including the potential loss of confidence by employees, the loss of institutional investor interest and fewer business development opportunities. If our common stock is delisted by Nasdaq, the price of our common stock may decline and our common stock may be eligible to trade on the OTC Bulletin Board, another over-the-counter quotation system, or on the pink sheets where an investor may find it more difficult to dispose of their common stock or obtain accurate quotations as to the market value of our common stock. Further, if we are delisted, we would incur additional costs under requirements of state "blue sky" laws in connection with any sales of our securities. These requirements could severely limit the market liquidity of our common stock and the ability of our stockholders to sell our common stock in the secondary market.

In addition, if our common stock is delisted from the Nasdaq Capital Market and the trading price remains below $5.00 per share, trading in our common stock might also become subject to the requirements of certain rules promulgated under the Exchange Act, which require additional disclosure by broker-dealers in connection with any trade involving a stock defined as a "penny stock" (generally, any equity security not listed on a national securities exchange or quoted on Nasdaq that has a market price of less than $5.00 per share, subject to certain exceptions).

If we seek to implement a reverse stock split to remain listed on the NASDAQ Capital Market, the announcement or implementation of a reverse stock split could significantly negatively affect the price of our common stock. As stated above, our stockholders have approve a reverse stock split of the Company's issued and outstanding common stock at a ratio between 1-for-5 and 1-for-8, with the decision of whether to implement such split being subject to the discretion of the Company's Board of Directors. Additionally, in 2020, the SEC approved a previously proposed NASDAQ rule change to expedite delisting of securities with a closing bid price at or below $0.10 for 10 consecutive trading days during any bid price compliance period and that have had one or more reverse stock splits with a cumulative ratio of 1 for 250 or more shares over the prior two-year period. In addition, if a company falls out of compliance with the $1.00 minimum bid price after completing reverse stock splits over the immediately preceding two years that cumulatively result in a ratio of 1 for 250 shares, the company will not be able to avail itself of any bid price compliance periods under Rule 5810(c)(3)(A), and NASDAQ will instead require the issuance of a Staff delisting determination. The company could appeal the determination to a hearings panel, which could grant the company a 180-day exception to remain listed if it believes the company would be able to achieve and maintain compliance with the bid price requirement. Following the exception, we would be subject to the procedures applicable to a company with recurring deficiencies (NASDAQ Rule 5815(d)(4)(B)).

We continue to actively monitor our performance with respect to the listing standards and are considering available options to resolve the deficiency and regain compliance with the NASDAQ rules. There can be no assurance that we will be able to regain compliance with any deficiency, or maintain compliance even if we implement an option that regains our compliance.

ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS

None.

ITEM 3. DEFAULTS UPON SENIOR SECURITIES

Not applicable.

ITEM 4. MINE SAFETY DISCLOSURES

Not applicable.

ITEM 5. OTHER INFORMATION

Rule 10b5-1 Trading Plans – Directors and Officers

During the three months ended September 30, 2023, none of the Company's directors or Section 16 officers adopted or terminated any contract, instruction or written plan for the purchase or sale of Company securities that was intended to satisfy the affirmative defense conditions of Rule 10b5-1(c) of the Exchange Act or any "non-Rule 10b5-1 trading arrangement."

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ITEM 6. EXHIBITS

EXHIBIT NUMBER	DESCRIPTION OF DOCUMENT
3.1	Third Amended and Restated Certificate of Incorporation of Registrant (incorporated by reference to Exhibit 3.1 to the Registrant's Current Report on Form 8-K, filed on August 10, 2016).
3.2	Second Amended and Restated Bylaws of Registrant (incorporated by reference to Exhibit 3.4 to the Registrant's Annual Report on Form 10-K, filed on March 30, 2020).
10.1	Employment Agreement entered into on August 11, 2023 by and between NeuroBo Pharmaceuticals, Inc. and Hyung Heon Kim (incorporated by reference to Exhibit 10.1 to the Registrant's Current Report on Form 8-K, filed on August 14, 2023).
10.2*	Lease Agreement, dated as of August 23, 2023, by and between Alewife Properties LLC and NeuroBo Pharmaceuticals, Inc.
31.1*	Certification of Principal Executive Officer Pursuant to Exchange Act Rule 13a-14(a) or 15d-14(a), as Adopted Pursuant to Section 302 of The Sarbanes Oxley Act of 2002.
31.2*	Certification of Principal Financial Officer Pursuant to Exchange Act Rule 13a-14(a) or 15d-14(a), as Adopted Pursuant to Section 302 of The Sarbanes Oxley Act of 2002.
32.1**	Certification of Principal Executive Officer Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
32.2**	Certification of Principal Financial Officer Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
101.INS*	Inline XBRL Instance Document
101.SCH*	Inline XBRL Taxonomy Extension Schema Document
101.CAL*	Inline XBRL Taxonomy Extension Calculation Linkbase Document
101.DEF*	Inline XBRL Taxonomy Extension Definition Linkbase Document
101.LAB*	Inline XBRL Taxonomy Extension Label Linkbase Document
101.PRE*	Inline XBRL Taxonomy Extension Presentation Linkbase Document
104	Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101)
*	Filed herewith
**	Furnished herewith. The certification attached as Exhibit 32.1 that accompanies this Quarterly Report on Form 10-Q is deemed furnished and not filed with the Securities and Exchange Commission and is not to be incorporated by reference into any filing of NeuroBo Pharmaceuticals, Inc. under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended, whether made before or after the date of this Quarterly Report on Form 10-Q, irrespective of any general incorporation language contained in such filing.

NeuroBo Pharmaceuticals, Inc.
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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 thereunto duly authorized.

Registrant: NeuroBo Pharmaceuticals, Inc.

SIGNATURE	DATE
/s/ Hyung Heon Kim Hyung Heon Kim President and Chief Executive Officer (Principal Executive Officer)	November 13, 2023
/s/ Marshall H. Woodworth Marshall H. Woodworth Acting Chief Financial Officer (Principal Financial and Accounting Officer)	November 13, 2023

ALEWIFE PROPERTIES LLC

STANDARD FORM LEASE

THIS STANDARD FORM LEASE (hereinafter referred to as "Lease") is made on this 23rd day of August, 2023, by and between **ALEWIFE PROPERTIES LLC,** a Massachusetts limited liability company with a place of business at 545 Concord Avenue, Suite 400, Cambridge, Massachusetts 02138 (hereinafter referred to as the "Landlord") and **NEUROBO PHARMACEUTICALS, INC.,** a Delaware corporation with a current business address of 177 Huntington Avenue, Suite 1732, Boston, Massachusetts 02115 (hereinafter referred to as the "Tenant") duly filed in Massachusetts and with a Certificate of Good Standing from Delaware.

WITNESSETH

ARTICLE 1 – PREMISES; COMMON AREAS; PARKING

1.1 Premises. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, AS-IS WHERE IS, except as otherwise expressly set forth herein, upon and subject to the terms and provisions of this Lease, the area of approximately 2,441 rentable square feet, known and numbered as Suite 210 (hereinafter referred to as the "Premises"), which is located on the 2nd floor in the building known as 545 Concord Avenue (hereinafter referred to as the "Building") in Cambridge, Middlesex County, Massachusetts.

1.2 Common Areas. Those portions of the Building not leased to any tenant, but for the benefit of the Building and its tenants, including but not limited to entrances and exits, elevators, lobbies, doorways, stairwells, restrooms, corridors, grounds, parking areas, walks, and the like, are hereinafter referred to as "Common Areas." Tenant shall have the right to use the equipment room in the Building for the purpose of connecting Tenant's telephone and electrical service and to use the Common Areas of the Building for the purposes for which they were designed. Landlord shall maintain the Common Areas and perform its repair, maintenance and replacement obligations under this Lease to the standard of office building in the Cambridge market. Landlord shall be responsible for all costs and expenses related to the repair, maintenance, insurance and replacement of Common Areas and Building, except as otherwise expressly set forth herein and for the management, operation, and administration of the Building. Landlord shall also be responsible for, and shall pay on or prior to their due date, all real estate taxes or special assessments, expense or charges that generally apply to the Building.

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Notwithstanding the foregoing, Tenant shall not connect to the Building's electrical system any equipment which operates in excess of 120 volts nominal without Landlord's prior written consent, which consent may be given, conditioned, or withheld by Landlord in its sole and absolute discretion.

1.3 Building Access. The Building is accessible only with a key or code for the lobby door access system. Tenant acknowledges that such front door access system does not provide any measure of security or safety to the Building or the Premises, and Landlord shall not be liable to Tenant in any manner whatsoever arising out of the failure of the front door access system to secure any person or property from harm.

1.4 Parking. Tenant shall have the right to use two (2) undesignated parking spaces in the garage underneath the Building, solely for the purpose of providing parking for automobiles of invitees, guests, or employees of Tenant but not for the public generally and for no other purpose. Overnight parking of vehicles is strictly prohibited, and all unlicensed/unregistered vehicles, or those with expired registration stickers, are strictly prohibited and will be towed, without notice, at the owner's expense. Nothing herein shall be deemed a representation or warranty that the parking areas shall be sufficient for Tenant's purposes or needs. Landlord shall not be liable to Tenant in damages or otherwise under any circumstances for failure to provide parking if at any time Landlord is prevented from doing so for reasons beyond its reasonable control or during any temporary need to close the underground garage or the other parking areas or portions thereof for maintenance, repair or replacement. The Landlord shall not be liable for any loss, injury, or damage to persons using the garage, automobiles, or other property therein.

ARTICLE 2 – TERM; OPTION

2.1 Term. The term of this Lease (hereinafter referred to as the "Term") shall be three (3) years, commencing on September 1, 2023 and terminating on the last day of the thirty-sixth (36th) calendar month thereafter. Landlord shall use its best efforts to complete Landlord's Work by September 1, 2023.

Notwithstanding the foregoing, Tenant shall have the option of taking possession, establishing Tenant improvements, moving in, and commencing business from the Premises at any time following execution of this Lease so long as Tenant provides Landlord with certificates of insurance as required herein.

2.2 Option. Provided that Tenant is not, and has not been, in default or breach of its obligations as set forth herein, Tenant shall have the right to extend the term of this Lease for one (1) additional term of two (2) years, under the same terms and conditions as set forth herein except that the rent for each year of said renewal term shall be as set forth in Article 3

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below. To exercise an option to extend, the Tenant must give the Landlord written notice of its intention to exercise such option no later than nine (9) months prior to the expiration date of the initial term. Upon the exercise of an option by Tenant, Tenant shall execute any documentation required by Landlord to memorialize said extension.

ARTICLE 3 – RENT

Tenant shall pay to Landlord, without offset, deduction, or demand, fixed rent (hereinafter referred to as "Fixed Rent") in accordance with the following schedule:

Year	Lease Period	Per Sq. Fr.	Annual Fixed Rent	Monthly Fixed Rent
1	9/1/2023 – 8/31/2024	$35.00	$85,435.00	$7,119.58
2	9/1/2024 – 8/31/2025	$36.05	$87,998.05	$7,333.17
3	9/1/2025 – 8/31/2026	$37.13	$90,634.33	$7,552.86

If Tenant validly exercises its option to extend, Fixed Rent during such extension term shall be the following amounts:

Year	Lease Period	Per Sq. Fr.	Annual Fixed Rent	Monthly Fixed Rent
4	9/1/2026 – 8/31/2027	$38.24	$93,343.84	$7,778.65
5	9/1/2027 – 8/31/2028	$39.39	$96,150.99	$8,012.58

Rent is due and payable in equal monthly installments in advance on the first (1st) day of every month during the Term at the above address or such other address as Landlord may from time to time designate. If any installment of Fixed Rent is paid more than five (5) business days after the date due, it shall bear interest from the due date until paid in full at the rate of eighteen (18%) percent per annum (or, if less, the maximum rate of interest permitted at such time by law).

ARTICLE 4 – ADDITIONAL RENT

At its sole cost and expense, Tenant shall make its own arrangements for, and shall pay directly to, the applicable utility or service provider all charges for connectivity and usage for telephone, electric, internet, data, gas, other utilities, and any related expenses, used or

LL Initials: 

T Initials: 

consumed by Tenant, which services shall be separately metered or charged for the Premises. In addition, Tenant shall be responsible for all costs associated with all of Tenant's systems, janitorial services within the Premises, and rubbish removal and disposal.

All sums which Tenant expressly agrees to pay under this Lease other than Fixed Rent, or which Landlord pays or incurs as a result of a default by Tenant, shall be included within the term "Additional Rent" whether or not expressly so identified. As used in this Lease, the term "Rent" shall collectively mean Fixed Rent and Additional Rent.

ARTICLE 5 – SERVICES AND MAINTENANCE

Landlord shall, at its sole cost and expense, maintain the structural components of the Building in good order, condition, and repair, reasonable wear and tear and damage by casualty or taking excepted, and shall provide water and sewer service to the Premises. Landlord shall, at its sole cost and expense, provide heating, ventilation, and air-conditioning, Monday-Friday, 8:00 AM to 6:00 PM and Saturday from 8:00 AM to 1:00 PM. No failure or delay by Landlord in supplying any service or performing any maintenance required, under the preceding sentence, shall give Tenant any right to terminate this Lease or shall give rise to any claim for set-off or any abatement of Rent, or of any of Tenant's obligations under this Lease when such failure or delay is caused solely by the act or omission of Tenant.

Except as provided in the preceding paragraph of this Article 5, Tenant shall maintain the Premises in good order, condition and repair, reasonable wear and tear and damage done by casualty or taking excepted, and shall make such repairs and replacements as are necessary, to keep it in such good order, condition, and repair, all at Tenant's sole cost and expense; including maintenance and repairs of the HVAC system serving the Premises. Landlord shall deliver the HVAC system "as-is" and does not make any warranty or representation with respect to the system and/or ongoing maintenance in connection therewith; with the exception that Landlord shall be obligated to replace the HVAC system should it fail.

ARTICLE 6 – USE; SIGNS

6.1 Permitted Use. Tenant shall use the Premises for general office use only, and for no other purpose, unless with the express written consent of Landlord, which consent may be given, conditioned, or withheld by Landlord in its sole and absolute discretion. Notwithstanding the foregoing, Cryptocurrency mining is strictly prohibited.

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6.2 Legal and Other Restrictions of Tenant's Use. Tenant shall not conduct any activity on the Premises which is improper or offensive or which causes any noise, odor, or vibration to be emitted from the Premises. Tenant shall not introduce into or dispose of any materials other than domestic sewage in the plumbing system serving the Premises or the Building. Tenant shall use the Premises in compliance with all applicable laws, statutes, ordinances, by-laws, rules, regulations, and restrictions, and with the requirements of all governmental approvals, licenses, and permits relating to the land, the Building, or the Premises whether now or hereafter, in effect (hereinafter collectively referred to as "Legal Requirements").

In addition, Tenant shall obtain, keep in force, and comply with all requirements of all governmental approvals, licenses, and permits required for Tenant's specific use of the Premises as set forth in this Article 6 (if any). Without limiting the foregoing, Tenant agrees not to use, generate, treat, store, or dispose of "oil" or "hazardous materials," as defined in M.G.L. c. 21E, on the Premises, anywhere in the Building, or on the land. Tenant shall indemnify, defend (with counsel reasonably satisfactory to Landlord) and hold Landlord harmless from ad against all claims, liabilities, losses, damages, costs, and expenses arising from such use, generation, treatment, storage, or disposal by Tenant, or by anyone claiming under Tenant, which indemnity shall survive the termination or expiration of this Lease.

6.3 Signs. Tenant shall not place on the exterior of the Building or Premises any signs other than those which shall first have been approved by Landlord, which must be in writing. Each sign must comply with all applicable governmental laws, ordinances, and regulations. During the term of this Lease, Tenant shall maintain said signs in a good state of repair and shall save Landlord harmless from any loss, cost, or damage that may occur as a result of the maintenance of said signs or the lack thereof. Unless otherwise directed by Landlord, at the end of the term, the Tenant shall remove said signs at its sole cost and expense and shall repair any material damage resulting from such removal. Notwithstanding the foregoing, Tenant may, at its sole cost and expense and in compliance with this paragraph, install a sign at the entrance to its Premises and Landlord will include Tenant's name in the lobby directory.

ARTICLE 7 – ASSIGNMENT AND SUBLETTING

With the exception of a Permitted Transfer (defined below), Tenant shall not assign, transfer, mortgage, or pledge this Lease or sublet all or any part of the Premises, or enter into any other occupancy arrangement, whether voluntarily or involuntarily, or by operation of law (hereinafter collectively referred to as a "Transfer") without Landlord's prior written consent, which consent shall not be unreasonably withheld or conditioned. Notwithstanding the foregoing, without the consent of Landlord, Tenant may assign or sublease all or any portion of the Premises (each a "Permitted Transfer")to: (a) an assignee/sublessee that

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controls, is controlled by or is under common control with Tenant, or any parent company of Tenant (with control meaning the power to direct the management and policies of an entity, directly or indirectly, whether through the ownership of voting securities or other beneficial interests, by contract or otherwise by Tenant or the parent company of Tenant), or (b) an entity that is a successor of Tenant by merger, consolidation, or the purchase of substantially all of Tenant's assets or the sale of ownership interests of Tenant. However, with respect to each Transfer, including Permitted Transfers, (i) Tenant shall not be in Default at the time of the Transfer; (ii) Tenant shall give Landlord written notice prior to such Permitted Transfer at least fourteen (14) days prior to any such transfer; and (iii) the successor entity resulting from any merger or consolidation of Tenant or the sale of all or substantially all of the assets of Tenant, shall have a net worth that reasonably demonstrates such entity can perform the obligations under this Lease.

If Tenant requests Landlord's consent to a Transfer, then Tenant shall provide Landlord with a written description of all terms and conditions of the proposed Transfer, copies of the proposed documentation, and the following information about the proposed transferee: name and address; reasonably satisfactory information about its business and business history; its proposed use of the Premises; banking, financial, and other credit information; and general references sufficient to enable Landlord to determine the proposed transferee's creditworthiness and character.

Landlord's consent to a Transfer shall not release Tenant from its obligations under this Lease. Tenant shall remain fully and primarily liable for the obligations of the Tenant hereunder, and Tenant and its transferees shall be jointly and severally liable therefor.

Landlord's consent to any Transfer shall not waive Landlord's rights as to any subsequent Transfers. If an Event of Default occurs while the Premises or any part thereof are subject to a Transfer, then Landlord, in addition to its other remedies, may collect directly from such transferee all rents becoming due to the Tenant and apply such rents against Rent.

ARTICLE 8 – ALTERATIONS

Tenant shall not make any alterations, improvements, or additions (collectively "Alterations") to the Premises without obtaining Landlord's prior written consent, which consent may be given, conditioned, or withheld by Landlord in its sole and absolute discretion. Except for work done by or through Landlord, Tenant, before its work is started, shall: deliver to Landlord a copy of the final plans and specifications therefore, which shall be subject to approval by Landlord; secure all licenses and permits necessary therefore; obtain necessary bidding and performance guarantees; deliver to Landlord a

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statement of the names of all its contractors and subcontractors, which contractors and subcontractors shall be subject to approval by Landlord.

Notwithstanding the foregoing, Landlord's consent shall not be required for any Alteration that satisfies all of the following criteria (a "Minor Alteration"): (a) the Alteration is either cosmetic in nature (including, without limitation, painting, carpeting and wallcovering) or consists of an interior decorating improvement or alteration; (b) is not visible from the exterior of the Premises; (c) will not affect the structure of the Building; and (d) the cost of Alterations made at any one time does not exceed Twenty-Five Thousand Dollars ($25,000.00) except that Tenant shall provide five (5) day written notice to Landlord of such Minor Alteration and shall secure all licenses and permits as may be required by the City of Cambridge or other regulatory authority.

Each contractor shall maintain the following coverages:

a. Commercial General Liability:

   Coverage shall have minimum limits of $1M per Occurrence/$2M Aggregate per project, combined single limit for bodily injury and property damage liability. The policy shall include Premises and Operations; Independent Contractors; Products and Completed Operations; Contractual Liability; and Collapse, Explosion and Underground Hazard coverage. It is preferred that the General Aggregate Limit of $2M apply per project or per location. For any removal of toxic materials (i.e., asbestos), evidence of Abatement Errors or Omissions Liability Insurance must be presented.

b. Business Automobile:

   Coverage shall have a minimum limit of $1M per occurrence, combined single limits for bodily injury liability and property damage liability. This policy shall include Owned Vehicles, Hired, and Non-Owned Vehicles Liability.

c. Workers' Compensation:

   Must meet statutory limits in compliance with Massachusetts and Federal Laws, covering all contractor and subcontractor employees. The coverage must include Employer Liability limits of $500,000/$500,000/$500,000. Increased limits may be waived with proof of the statutory *Massachusetts Employer Liability* Endorsement

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Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the work until the latter of the date of final payment or date of a satisfactory inspection. Claims-Made policies are only acceptable for professional liability-type policies and shall remain in force for a period of six years after completion of the work. All policies in force must have Alewife Properties LLC et al. named as an Additional Insured and include a severability of interests clause. For General Liability policies with an I.S.O. edition after December 2004, both I.S.O. Endorsement CG 20 10 07 04 (Ongoing Operations) and CG 20 37 07 04 (Products-Completed Operations) must be included. Depending on the extent and/or type of work, an Umbrella Policy may be required. Tenant shall deliver to Landlord certificates of all such insurance.

Tenant shall pay promptly when due the entire cost of any such work. All work shall be done in a good and workmanlike manner and in compliance with all Legal Requirements and with the provisions of all insurance policies from time to time in effect with respect to the land, the Building, or the Premises. All alterations, improvements, and additions shall be part of the Premises and shall not be removed unless Landlord and Tenant otherwise agree in writing prior to the time the Alteration is established.

ARTICLE 9 – INDEMNITY AND INSURANCE

9.1 Indemnification.

Tenant shall indemnify, pay on behalf (when necessary), defend and hold harmless the Landlord, and Landlords' property manager, trustees, board members, officers, directors, controlling entities, contractors, mortgagees, employees, consultants, attorneys, agents, representatives, parent companies, subsidiaries, members, owners, partners, shareholders and affiliates and all of their respective successors and assigns (collectively the "Landlord Indemnified Parties") from and against all third party claims, costs, liabilities, direct and consequential losses, damages, penalties, recoveries, suits, judgments, executions, direct and consequential (including injunction-related) costs and expenses of whatever nature, including reasonable attorney's fees and court costs, arising out of (a) injury to persons or damage to property in the Premises or (b) injury to persons or damage to property wherever situated (other than in the Premises) resulting from any act or omission of Tenant or (c) resulting from Tenant's occupancy or use of the Premises.

This indemnity provision also pertains to work or installation done by the Tenant, its agents, contractors, employees, or invitees on the Premises during the term of this Lease and during the period of time, if any, prior to the commencement of this Lease for which the Tenant has been allowed access to the Premises. Any liability associated with the work or installation performed by contractors includes a resultant mechanic's liens and monies due

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on account of such work. This provision shall also survive beyond the termination of this Lease for a period of one year.

Landlord shall indemnify, pay on behalf (when necessary), defend and hold harmless the Tenant from and against any and all claims, demands, liabilities, losses and/or damages to Tenant as the result of any grossly negligent or intentional act by Landlord and/or for the breach of any of Landlord's Representations and Warranties contained herein. In the event that any action or proceeding is brought against Tenant, and the foregoing indemnity is applicable to such action or proceeding, then Landlord, upon notice from Tenant, shall resist and defend such action or proceeding. This provision shall also survive beyond the termination of this Lease for a period of one year.

9.2 Insurance.

Tenant shall maintain the following insurance throughout this Lease and shall cause its subcontractors, vendors, agents, and other hired parties to comply with these insurance requirements:

(a) Property Insurance: Tenant shall purchase and keep in full force and effect, during the entire term hereof, its own insurance coverage, protecting it from loss, damage or injury by whatever means, on a "special form causes of loss" form (previously called "all risk") or its equivalent protecting Tenant's owned, leased, rented or borrowed property, equipment, data, tools, furniture, fixtures, machinery, equipment, stock in trade, improvements or betterments or other personal property and all other items kept, used, or maintained by Tenant in, on, or about the Leased Premises at replacement cost. Tenant shall purchase business interruption and extra expense insurance covering the interruption of Tenant's business for the term of this Lease. Landlord shall not be liable for any loss or damage to property resulting from, but not limited to fire; explosion; falling plaster; steam; gas; air contaminants or emissions; electricity; electrical or electronic emanations or disturbance; dampness; humidity; temperature extremes; leaks from any part of the Premises, pipes, appliances, equipment, plumbing, roof, street or sub-surface; floods; or earth movement.

(b) General Liability: Tenant shall purchase and keep in full force and effect, during the entire term hereof, commercial general liability insurance written on an occurrence basis, and such coverage shall be no less broad than the most recent version of ISO CG 00 01. Coverage will apply on a primary and non-contributory basis to other insurance, whether additional insurance is collectible or not. No amending or exclusionary endorsements material to Tenant's obligations in the Lease may be attached. If the Tenant sells products to or performs services for customers, products/ completed operations coverage shall

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be maintained for six (6) years after the Lease expires or terminates. Throughout the six (6) years, the Tenant shall submit renewal insurance certificates, including the additional insured endorsements, to evidence that coverage is being maintained. The Landlord Indemnified Parties shall be named additional insureds for ongoing and completed operations on forms no less broad than CG 20 37 and CG 20 38. Limits may be provided through a combination of primary and umbrella policies and shall not be less than the following:

- $1,000,000 each occurrence
- $1,000,000 personal/advertising injury
- $1,000,000 products/completed operations aggregate
- $1,000,000 general aggregate per location

(c) Workers Compensation & Employer's Liability: Tenant shall purchase and keep in full force and effect, during the entire term hereof maintain, statutory workers' compensation coverage compliant with Massachusetts statute and with any jurisdictions in which workers are residents or through which they may travel in the course of the Lease. If not including the MA Statutory Endorsement for Employer's Liability, Employers liability limits shall not be less than the following:

- $1,000,000 each accident
- $1,000,000 by disease-policy limit
- $1,000,000 by disease-each employee

All policies in force must have Alewife Properties LLC et al. named as an Additional Insured and include a severability of interests clause. Tenant shall provide Acord certificate(s) demonstrating such insurance at least ten (10) days prior to the Commencement Date and shall thereafter deliver such certificates to Landlord within twenty (20) days after a request.

Tenant insurance policies shall (i) name Landlord as an additional insured on forms no less broad than CG 20 37 and CG 20 38, (ii) be provided by reputable insurers authorized to do business in the jurisdiction in which the Premises is located, with current AM Best ratings of not less than A- VIII; and (iii) provide limits no less than as indicated, which may be provided through primary and umbrella policies. Landlord may, from time to time, require that the amount of the insurance requirements to be provided and kept in force by the Tenant be reasonably increased.

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ARTICLE 10 – RIGHT OF ENTRY

Landlord and Landlord's agents shall have the right to enter upon the Premises at all reasonable times, upon reasonable notice of no less than 48 hours (except in case of emergency), for the purpose of making repairs, or improvements, and showing the Premises to prospective mortgagees and purchasers (and, during the last six (6) months of the Term, to prospective tenants).

ARTICLE 11 – QUIET ENJOYMENT

Upon payment of all Rent and the observance and performance of all of the terms of this Lease, Tenant shall lawfully, peacefully, and quietly have, hold, occupy, and enjoy the Premises twenty-four (24) hours per day, seven (7) days a week, fifty-two (52) weeks a year during the Term, subject to the terms and provisions of this Lease and all encumbrances of record.

ARTICLE 12 – CASUALTY

If any part of the Building is damaged by fire or other casualty (whether or not the Premises are damaged), such that in Landlord's good faith judgment, substantial reconstruction of the Building will be required, or if the holder of any mortgage on the Building requires the insurance proceeds arising from such fire or other casualty to be applied to the indebtedness secured by such mortgage, Landlord may terminate this Lease within sixty (60) days after such damage.

If the Lease is not terminated in accordance with the preceding paragraph, then within thirty (30) days after receipt of insurance proceeds, Landlord shall notify Tenant of such receipt and, subject to the terms, covenants, and provisions of any mortgages (including all mortgage loan documents), shall commence to restore the Premises. Landlord shall use reasonable diligence to restore the Premises (exclusive of Tenant's personal and property trade fixtures) to substantially the condition in which the same was at the time of such fire or other casualty, but only to the extent of such insurance proceeds as are actually received and allocable to the Premises. Landlord shall not be liable for injury to Tenant's business resulting from such damage or the repair thereof.

ARTICLE 13 – TAKING

If all of the Premises are taken by eminent domain or for any public or quasi-public purpose, or if, in Landlord's good faith judgment, a taking has the effect of rendering the

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Land or Building unsuitable for its current use even if restoration were made, this Lease shall terminate as of the date that physical possession of the Premises, land or Building is taken. If any other taking of the Premises occurs, Landlord shall, but (a) only to the extent of taking proceeds actually received and (b) subject to the terms, covenants, and provisions of any mortgages (including all mortgage loan documents), restore the Premises or the portion thereof remaining (exclusive of Tenant's personal property and trade fixtures) to substantially the condition in which the same were at the time such taking, to the extent reasonably practicable and economically feasible. All taking proceeds shall be the sole property of the Landlord.

ARTICLE 14 – DEFAULTS AND REMEDIES

14.1 Events of Default. The occurrence of any of the following shall constitute an "Event of Default" hereunder by Tenant:

(1) if Tenant fails to pay any Rent when due; or

(2) if Tenant fails to perform or observe any of the terms of this Lease other than those requiring the payment of Rent and such failure continues for thirty (30) days after Landlord gives written notice of said default; or

(3) if Tenant dissolves or otherwise terminates its existence; or

(4) if Tenant or any guarantor hereof becomes insolvent, makes an assignment of its property for the benefit of creditors, or suffers the appointment of a receiver, conservator, trustee in bankruptcy, or similar officer; or

(5) if a proceeding shall be commenced with respect to Tenant or any guarantor hereof, under the provisions of any federal or state law relating to bankruptcy, insolvency, or the adjustment of debts, and such proceeding on a decree in bankruptcy, insolvency on the like remains unstayed or is not set aside within sixty (60) days.

14.2 Landlord Options. Upon the occurrence of an Event of Default, Landlord may, at its option, consecutively or simultaneously without notice or demand, do and perform any one or more of the following, in addition to and not in limitation of, any other right or remedy available to Landlord at law or in equity or elsewhere under the Lease.

(a) Bring Suit for Damages: Landlord may bring suit for damages or specific performance for the collection of unpaid Rent or the performance of any of Tenant's obligations, all either with or without entering into possession or

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terminating this Lease.

(b) Terminate: Landlord may, at its option, give Tenant written notice terminating this Lease on a date not less than three (3) business days after Landlord gives such notice, and upon such date, this Lease shall terminate, and all rights of Tenant shall cease without further notice or lapse of time, Tenant hereby waiving all statutory rights, including rights of redemption, if any. Upon termination of this Lease, Tenant shall immediately surrender the Premises to the Landlord in accordance with the terms of this Lease. Tenant's liability hereunder shall survive such termination, and Tenant shall indemnify and hold Landlord harmless from all claims, losses, costs, expenses, damages, or liabilities arising out of or in connection with such termination.

(c) Enter: Subject to compliance with applicable laws, Landlord may re-enter and take possession of the Premises or any part thereof in the name of the whole and repossess the same as of the Landlord's former estate and expel the Tenant and those claiming through or under the Tenant and remove the effects of both or either (forcibly, if necessary) without being deemed guilty or any manner of trespass and without prejudice to any remedies for arrears of rent or preceding breach of covenants.

(d) Meet Provisions of Lease: Subject to compliance with applicable laws, Landlord shall have the right, but not the obligation, without the necessity of terminating this Lease, to do whatever the Tenant is obligated to do by the provisions of this Lease and enter the Leased Premises by force if necessary, without being subject to prosecution or liable for any claims for damages therefore, in order to accomplish the purpose. Tenant agrees to reimburse Landlord immediately upon demand for any expenses which Landlord may incur in thus effecting compliance with the Lease on behalf of Tenant, and Tenant further agrees that Landlord shall not be liable for any damages resulting to Tenant from such action, whether caused by the negligence of Landlord or otherwise.

(e) Damages: In addition to all Rent and other amounts previously due and unpaid under the terms and conditions of this Lease, Landlord shall be entitled to collect actual damages associated with the termination of the lease. All sums so paid by Landlord, and all costs and expenses in connection with the performance of Tenant's obligations, plus interest thereon at the rate of 18% per annum (or, if less, the maximum rate of interest permitted at such time by law), shall be deemed Additional Rent and shall be payable to Landlord immediately upon demand.

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(f) Recover Costs: If the Landlord exercises any of the remedies set forth in this Article 14, in addition to all other costs and expenses, Landlord shall be entitled to recover (i) all sums expended by Landlord and not previously reimbursed to Landlord by Tenant in connection with improving or repairing the Premises and (ii) all of Landlord's costs and expenses incurred in connection with the enforcement or termination of this Lease and eviction of Tenant, including without limitation, reasonable attorney's fees and court costs.

(g) Store Property: The Landlord may store the Tenant's effects and those of any person claiming through or under the Tenant at the expense and risk of the Tenant and, if the Landlord so elects, may sell effects at public auction and apply the net proceeds to the payment of all sums due to the Landlord from the Tenant including costs for storage and attorney's fees and pay over the balance, if any, to the Tenant.

14.3 Reletting. Following an Event of Default, if Landlord elects to relet all or any part of the Premises, such reletting may be on such terms and conditions as Landlord, in its reasonable discretion, may determine. Landlord may retain for itself all rents from reletting, and Landlord shall not be liable for any failure to relet all or any part of the Premises. The proceeds of reletting shall be applied first to pay all Landlord's reletting expenses, including, without limitation, all repossession costs, alteration costs, brokerage commissions, advertising expenses, and reasonable attorney's fees (hereinafter referred to as "Reletting Expenses"), then to pay any cost to Landlord of curing Tenant's defaults, then to pay Rent, and any balance then to be kept by Landlord. Further, Tenant shall pay Landlord monthly on the days on which Fixed Rent would have been payable, as damages for Tenant's default, the difference between: (i) the amount of Rent which would be payable under this Lease by Tenant if this Lease were still in effect, less (ii) the net proceeds of any reletting, after deducting Reletting Expenses.

14.4 Other Remedies. Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent or other sum due to Landlord hereunder or of any damages accruing to Landlord by reason of the violation of any of the covenants and provisions herein contained. Forbearance by the Landlord to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such definite. The rights and remedies granted to Landlord herein are cumulative, and in addition to any others, Landlord may be entitled to at law or in equity.

14.5 Landlord Default; Tenant Remedies. Should Landlord default in the performance of any of the covenants on the part of Landlord to be kept or performed and such default shall continue for thirty (30) days after receipt of written notice from Tenant stating the nature and

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extent of the default (in the event that the nature of such default would require more than 30 days to cure, provided Landlord is using commercially reasonable efforts to cure, Landlord shall have up to 45 days to complete such cure), or should any warranty or representation made by Landlord be untrue and remain untrue thirty (30) days after receipt of written notice from Tenant specifying such untruth, Tenant shall, at its option, have the rights and remedies hereinafter set forth, which shall be distinct, separate and cumulative:

1. Intentionally Deleted.

2. Tenant may cure the default (which may include compelling specific performance by Landlord of such obligation), including, but not limited to, the making of any repairs or replacements to the Premises, Building or Common Areas, and Landlord shall reimburse Tenant, on demand, for all of Tenant's reasonable costs and expenses incurred thereby. Notwithstanding the foregoing, Tenant may cure any default, without notice to Landlord, where the failure to promptly cure such default would, in the reasonable opinion of Tenant, create or allow to persist an emergency condition or materially adversely affect the operation of Tenant's business.

3. Pending final determination of the validity and amount of any damages incurred by Tenant in performing any of the Landlord's obligations hereunder, Tenant may, provided it acts reasonably and in good faith, without penalty or default, set-off its actual expenses or damages incurred by Tenant in performing any of Landlord's obligations against Rent or any other amount due or to become due to Landlord from Tenant under this Lease.

14.6 No Consequential Damages. Without waiving any remedies expressly set forth herein, in no event shall any party be liable for, and the other party shall not be entitled to recover from the defaulting party, and each party hereby agrees to waive any and all consequential, indirect, special, or punitive damages resulting from a default by a party hereunder.

ARTICLE 15 – SUBORDINATION

This Lease shall be subordinate to the terms, provisions, and covenants of all easements, restrictions, mortgages (including all mortgage loan documents), ground leases, and other instruments, now or at any time hereafter made an encumbrance on the Premises, the Building or the Land. This Article 15 shall be self-executing, but in confirmation of such subordination, Tenant shall, when requested, promptly execute and deliver such written instruments with commercially reasonable non-disturbance terms as shall be necessary to confirm such subordination of this Lease. Landlord shall take commercially reasonable steps to provide Tenant a commercially reasonable subordination, non-disturbance and attornment agreement (an "SNDA") by its current Lender. Notwithstanding the foregoing,

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Landlord shall not be liable hereunder if Landlord's efforts to procure an SNDA are unsuccessful.

ARTICLE 16 – MORTGAGEES

No default by Landlord shall result in a release of any of Tenant's obligations under this Lease, unless and until Tenant has given written notice of such default to Landlord's mortgagees of record and such mortgagees have failed to cure the condition complained of within a reasonable time (but less than 30 days) after receipt of such notice; but nothing contained in this Article 16 shall impose any obligation on such mortgagees to cure any default by Landlord.

No mortgagee shall be deemed to have assumed any of Landlord's obligations hereunder, unless the mortgagee specifically elects to assume such obligations. If a mortgagee so assumes the obligations of Landlord hereunder, the mortgagee will be liable only for breaches of Landlord's obligations occurring after such assumption.

If a mortgagee or any other subsequent purchaser of the Premises or the Building shall become the owner of the Premises or the Building by reason of the foreclosure of the mortgage or the acceptance of a deed or assignment in lieu of foreclosure or by reason of any other enforcement of the mortgage (mortgagee or such other purchaser being hereinafter referred as "Purchaser"), the Lease shall not be terminated or affected thereby but shall continue in full force and effect as a direct lease between Purchaser and Tenant upon all of the terms, covenants and conditions set forth in the Lease and in that event, Tenant agrees to attorn to Purchaser and Purchaser by virtue of such acquisition of the Premises or the Building shall be deemed to have agreed to accept such attornment.

ARTICLE 17 – SURRENDER

At the expiration or earlier termination of the Term, Tenant shall remove its personal property and trade fixtures, and peacefully yield up to Landlord the Premises broom clean, in good order, condition, and repair, reasonable wear and tear and damage by casualty excepted. Tenant shall repair any damage to the Premises caused by the removal of its property. Any property of Tenant that is required to be removed by Tenant and that is not removed at or before the expiration or earlier termination of the Term may be removed and stored or disposed of by Landlord as it deems appropriate in its sole discretion. Tenant agrees to reimburse Landlord for all of Landlord's reasonable costs resulting from such removal and storage or disposition.

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ARTICLE 18 – ESTOPPEL CERTIFICATE

Tenant agrees from time to time to execute, acknowledge, and deliver to Landlord, within ten (10) business days after receipt of Landlord's written request therefore, a statement in writing, addressed to such party as Landlord shall designate, certifying: (a) whether this Lease has been modified, and if so, identifying such modifications; (b) whether this Lease is in full force and effect; (c) whether Tenant has any defenses, offsets, or counterclaims against its obligations to pay the Rent and any other charges, and to perform its other obligations under this Lease; (d) whether Tenant has any present knowledge of any defaults on the part of Landlord under this Lease; (e) the Commencement Date and the Term; (f) the amount of Fixed Rent and Additional Rent due and payable, and the dates to which the same have been paid; and (g) any other matter which Landlord may reasonably request. Any such statement delivered shall be in a reasonable form and may be relied upon by persons identified in the certificate.

ARTICLE 19 – MECHANICS' LIENS

Landlord's title shall not be subject to liens for work done on behalf of the Tenant. Upon five (5) days written notice from Landlord, Tenant shall promptly remove or dissolve all liens against the Land, the Building, or the Premises resulting from claims against the Tenant.

ARTICLE 20 – WAIVERS

Failure by Landlord to complain of any act or omission by Tenant, no matter how long the same may continue, shall not be deemed to be a waiver of any of Landlord's rights hereunder. No waiver by the Landlord of any breach of any term hereof shall be deemed to be a waiver of such term or of a subsequent breach of such term. The acceptance of Rent shall not be construed to be a waiver of any breach of any term of this Lease. The acceptance by the Landlord of a partial payment shall not be deemed to be an accord and satisfaction but only a payment on account. All waivers by Landlord must be in writing.

ARTICLE 21 – SUCCESSORS

The terms hereof shall be binding upon, and shall inure to the benefit of, the parties hereto and their successors and assigns. No owner of the Premises shall be liable under this Lease except for breaches of the Landlord's obligations occurring while owner of the Premises. No trustee, partner, stockholder, officer, director, employee, or beneficiary of Landlord shall be personally liable under this Lease, and Tenant shall look solely to

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Landlord's interest in the Premises in pursuit of its remedies hereunder. If more than one party executes this Lease as Tenant, their liability shall be joint and several.

ARTICLE 22 – NOTICES

Whenever by the terms of this Lease notice, demand, or other communication shall or may be given either to Landlord or to Tenant, the same shall be in writing and shall be (i) by registered or certified mail, return receipt requested, postage prepaid or (ii) by a reliable overnight courier (such as Federal Express) furnishing a receipt upon delivery:

If intended for Landlord, addressed to it at Landlord's Address as set forth above, with a copy to William M. O'Brien, Esq., 545 Concord Avenue, Suite 400, Cambridge, Massachusetts 02138, or to such other address or addresses as may from time-to-time hereafter be designated by Landlord by like notice.

If intended for Tenant, addressed to it at Tenant's Address as set forth above or to such other address or addresses as may from time-to-time hereafter be designated by Tenant by like notice.

The same shall be deemed to be delivered on the earlier of (a) the date received or (b) the date of delivery, refusal, or non-delivery if and as indicated on the return receipt of the United States Postal Service or of such overnight courier.

ARTICLE 23 – BROKERS

Landlord and Tenant each represents and warrants to the other party that neither party has had any dealings, negotiations, or consultations with respect to the Premises or this transaction with any broker or finder other than Leading Edge Real Estate and KW Commercial (hereinafter referred to as the "Broker") and that no other broker or finder (other than Broker) took any part in dealings, negotiations, or consultations with respect to the Premises or this Lease. Each party agrees to indemnify and hold the other harmless from and against all liability, cost, and expense, including attorney's fees and court costs, arising out of any misrepresentation or breach of warranty by under this Article. The Broker's fee shall be paid under a separate Agreement by the Landlord.

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ARTICLE 24 – GENERAL

24.1 Partial Invalidity. The invalidity or unenforceability of any provision hereof shall not affect the validity and enforceability of the remainder hereof. All captions are inserted solely for convenience and shall not affect the construction of this Lease.

24.2 Governing Law. This Lease is governed by the laws of the Commonwealth of Massachusetts.

24.3 Entire Agreement. This Lease contains the entire agreement between the Parties hereto with respect to the subject matter of this Lease and supersedes all prior understandings, agreements, and representations, if any, which shall have no force or effect with respect to such subject matter.

24.4 Modification of Lease. This Lease shall not be amended or canceled except in writing by Landlord and Tenant. Tenant acknowledges that in entering into this Lease, it has not relied on any representation or understanding not set forth in this Lease.

24.5 Holdover. If Tenant, or anyone claiming under Tenant, remains in possession of the Premises or any part thereof after the expiration or earlier termination of this Lease, without any agreement in writing between Landlord and Tenant with respect thereto prior to acceptance of rent by Landlord, then the person remaining in possession shall be deemed to be a tenant at sufferance only and after acceptance of rent by Landlord, the person remaining in possession shall be deemed a tenant at will, subject to the provisions of this Lease, including liability for Additional Rent and real estate taxes and operating expenses, as provided for herein if any, insofar as the same may be made applicable to a tenancy at will. In such circumstances, and for the entire period during which Tenant wrongfully holds over, Tenant shall comply with all of its obligations under this Lease except that Tenant shall pay Landlord, for each month of such holdover, an amount equal to one hundred twenty-five percent (125%) of the base rent payable by Tenant in the month immediately preceding holdover and thereafter during such holdover.

24.6 Rules and Regulations. Tenant shall abide by and observe the rules and regulations attached hereto as Exhibit A and such other reasonable rules and regulations as may be made by Landlord from time to time so long as such rules and regulations are not inconsistent with the term of this Lease in which case the terms of this Lease shall govern. Nothing contained in this Lease or in any rules and regulations shall be interpreted to impose upon Landlord any obligations to enforce against any tenant its rules and regulations or the provisions of any lease with any other tenant. Landlord shall not be liable to the Tenant or any other entity for violating said rules, regulations, or lease provisions.

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24.7 Counterparts; Electronic Execution. This Lease may be executed in multiple counterparts, each of which, when assembled to include an original signature for each party contemplated to sign this Lease, will constitute a complete and fully executed original. All such fully executed counterparts will collectively constitute a single agreement. Furthermore, the parties hereto each expressly agree that if the signature of any party on this Lease is not an original but is a digital, mechanical, or electronic reproduction (such as, but not limited to, a photocopy, fax, e-mail, PDF, Adobe image, JPEG, telegram, telex or telecopy or generated by electronic signature software such as DocuSign), then such digital, mechanical or electronic reproduction shall be as enforceable, valid and binding as, and the legal equivalent to, an authentic and traditional ink-on-paper original wet signature penned manually by its signatory; provided, however, either Landlord or Tenant may require an original wet signature.

ARTICLE 25 – SECURITY DEPOSIT

Concurrently with Tenant's execution of this Lease, Tenant shall deposit with Landlord a security deposit (the "**Security Deposit**") in the amount of $21,358.75. If Tenant fails to timely pay Rent or other charges due hereunder, or otherwise Defaults with respect to any provisions of this Lease (beyond applicable notice and cure periods hereunder, if any), Landlord may, without notice to Tenant, use, apply, or retain all or any portion of the Security Deposit for the payment of any Rent or other charge in default or for the payment of any other sum to which Landlord may become obligated by reason of Tenant's Default, or to compensate Landlord for any loss or damage which Landlord may suffer thereby. Landlord shall have no obligation to apply the Security Deposit against any amount due or owing from Tenant under this Lease or against any advance made by Landlord, nor shall the rights and remedies of the Landlord under this Lease be affected in any manner by the fact that Landlord holds the Security Deposit or applies the Security Deposit in a manner set forth herein. Landlord shall not be required to keep the security deposit separate from its general accounts or to pay interest thereon unless otherwise required by applicable law.

If Landlord uses, applies, or retains the whole or any part of the Security Deposit in accordance with this Lease, Tenant shall deliver to Landlord the amount necessary to replenish the Security Deposit to its original sum within five (5) days after notice from Landlord of the amount due. Failure to pay the amount due within the required time period shall constitute a Default under this Lease.

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ARTICLE 26 – FORCE MAJEURE

If Landlord or Tenant is in any way delayed or prevented from performing any of its obligations under this Lease due to fire, the act of God, governmental act or failure to act, strike, labor dispute, wars, riots, inability to procure materials or any cause beyond such party's reasonable control (whether similar or dissimilar to the foregoing events)(a "Force Majeure Delay"), the time for performance of such obligation shall be excused for the period of such delay or prevention and extended for a period equal to the period of such delay, interruption or prevention.

Notwithstanding the foregoing, in no event shall any such Force Majeure Delay excuse, extend, or in any way alter the time for performance by Tenant of its monetary obligations under this Lease, including, without limitation, the Tenant's obligation to pay Fixed Rent and Additional Rent on the first day of each month hereunder, or allow Tenant to holdover in the Premises for any period after the expiration or earlier termination of this Lease.

ARTICLE 27 – WAIVER OF JURY TRIAL

Landlord and Tenant each hereby waives all rights to a trial by jury in any claim, action, proceeding, or counterclaim brought by either of them against the other in connection with any matter arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant hereunder, Tenant's use or occupancy of the Premises, or any claim or injury or damage. Tenant hereby waives any right to file a counterclaim against Landlord in any summary dispossess or similar proceeding.

ARTICLE 28 – LANDLORD'S WORK

Landlord agrees, at its sole cost and expense, to perform the following ("Landlord's Work"):

- Replace damaged or stained ceiling tiles as needed
- Replace damaged binds as needed
- Replace the carpet tiles in the Premises
- Paint the Premises using Building standard colors

Landlord shall use its best efforts to complete all of Landlord's Work on or before September 1, 2023.

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ARTICLE 29 – REPRESENTATIONS AND WARRANTIES

In addition to, and notwithstanding, the terms and conditions contained herein, Landlord hereby makes the following representations and warranties to Tenant:

1. Code Compliance. Landlord represents and warrants to the best of its knowledge, and without conducting any independent investigation or inquiry of any kind or nature (and no constructive or imputed knowledge shall be attributed to Landlord), that, as of the Commencement Date, the Premises, as delivered to Tenant in accordance with this Lease and the Common Areas of the Building shall be in compliance with all applicable laws, codes, ordinances, permits and approvals (including ADA); that Tenant may use the Premises for the Permitted Use and that Landlord has not received any written notice of violations of any health, safety, pollution, zoning or other laws, ordinances, rules or regulations including, without limitation, the ADA with respect to any portion of the Premises or the Building which have not been heretofore entirely corrected.

2. Environmental. Landlord represents and warrants to the best of its knowledge, and without conducting any independent investigation or inquiry of any kind or nature (and no constructive or imputed knowledge shall be attributed to Landlord), that there are no substances designed as, or containing components designated as, a hazardous substance, hazardous material, hazardous waste, regulated substance or toxic substance (collectively "Hazardous Substances") by applicable laws, codes, ordinances, rules or regulations (collectively "Environmental Laws") located in the Premises or on the Building in violation of Environmental Laws related to the presence or storage of Hazardous Substances.

3. Authority. Landlord represents and warrants that Landlord has full capacity, right, power and authority to execute, deliver and perform this Lease and all documents to be executed by Landlord pursuant hereto, and all required action and approvals therefor have been duly taken and obtained. The individual signing this Lease and all other documents executed pursuant hereto on behalf of Landlord is duly authorized. This Lease and all documents to be executed pursuant hereto by Landlord are binding upon and enforceable against Landlord in accordance with their respective terms, and the transaction contemplated hereby will not result in a breach of, or constitute a default under, any indenture, mortgage, deed of trust, loan agreement, or other agreement to which Landlord or the Premises is subject or by which Landlord or the Premises is bound.

4. Utility Systems. To the best of Landlord's knowledge, and without conducting any independent investigation or inquiry of any kind or nature (and no constructive or imputed knowledge shall be attributed to Landlord), all utility systems, up to and including connections to the Premises, including without limitation the plumbing, electrical, gas, water, sewer, heating, venting and air conditioning and mechanical systems, shall upon the Commencement Date be and throughout the Term remain in good condition and working order. In addition, the HVAC system that serves the Premises shall at all times be in a condition that can maintain

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the temperature within the Premises between 68° F and 74° F at any time as needed or desired by Tenant.

5. Title. Landlord represents and warrants to the best of its knowledge, and without conducting any independent investigation or inquiry of any kind or nature (and no constructive or imputed knowledge shall be attributed to Landlord), that Landlord has good marketable title to the Building. Landlord further represents and warrants to the best of its knowledge, and without conducting any independent investigation or inquiry of any kind or nature (and no constructive or imputed knowledge shall be attributed to Landlord), that there are no restrictions, encumbrances, covenants or conditions recorded against title to the Building that would limit, impair or restrict the Permitted Use or that would cause or require Tenant to pay or contribute to any assessment, charge or fee.

6. Additional Representations and Warranties. The other representations and warranties of Landlord expressly contained within the text of this Lease are hereby restated and incorporated by reference into this Section and shall be considered part of the definition of Landlord's representations and warranties as used within this Lease.

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[SIGNATURES FOLLOW ON NEXT PAGE]

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IN WITNESS WHEREOF the parties hereto have caused this Standard Form Lease to be executed as a sealed instrument, effective as of the day and year first above written. Each of the undersigned Parties hereby represents and warrants that it (i) has the requisite power and authority to enter into and carry out the terms and conditions of this Agreement, as well as all transactions contemplated hereunder; and (ii) it is duly authorized and empowered to execute and deliver this Agreement.

LANDLORD:

ALEWIFE PROPERTIES LLC
a Massachusetts limited liability company

By: ALEWIFE PROPERTIES CORPORATION,
a Massachusetts corporation, its managing member

By: /s/ Nishan Atinizian
Name: Nishan Atinizian
Title: President

TENANT:

NEUROBO PHARMACEUTICALS, INC.
a Delaware corporation

By: /s/ Hyung Heon Kim
Name: Hyung Heon Kim
Title: President

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EXHIBIT A

RULES AND REGULATIONS

The following rules and regulations have been formulated for the safety and well-being of all the tenants of the Building. Adherence to these rules and regulations by every tenant contributes to safe occupancy and quiet enjoyment of the Building. Any violation of these rules and regulations by any tenant which continues after notice from the Landlord shall be a Default under such tenant's lease, at the option of the Landlord.

1) The sidewalks, entrances, passages, courtyards, elevators, vestibules, doorways, stairways, corridors, halls, and other parts of the Building not occupied by any tenant (hereinafter "Common Areas") shall not be obstructed or encumbered by any tenant or used for any purposes other than ingress and egress to and from the such tenant's premises. No tenant shall permit the visit to its premises of persons in such numbers or under such conditions as to interfere with the use and enjoyment of the Common Areas by other tenants.

2) No drapes, blinds, shades, or screens shall be attached to, hung in, or used in connection with any window or door of a tenant's premises without the Landlord's prior written consent, which consent may be given, conditioned, or withheld by Landlord in its sole and absolute discretion. Such awnings, projections, curtains, blinds, screens, and other fixtures shall be of a quality, type, design, and color acceptable to Landlord and shall be attached in a manner approved by Landlord.

3) No sign, advertisement, notice, or other lettering shall be exhibited, inscribed, painted, or affixed by any tenant on any part of the outside or inside of the tenant's premises or to any window, doors, corridors, or other parts of the Building without the prior written consent of Landlord, which consent may be given, conditioned, or withheld by Landlord in its sole and absolute discretion. In the event of any violation of the foregoing by any tenant, Landlord may remove the same without any liability and may charge the expense incurred by such removal to the tenant or tenants responsible for violating this rule. All interior signs on the doors and directory tablet of the Building shall be inscribed, painted, or affixed by Landlord at the expense of each tenant and shall be of a size, color, and style acceptable to Landlord.

4) No showcases or other articles shall be put in front of or affixed to any part of the exterior of the Building nor placed in the Common Areas without the Landlord's prior written consent, which consent may be given, conditioned, or withheld by Landlord in its sole and absolute discretion.

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5) The water and wash closets and other plumbing fixtures and appliances shall not be used for any purposes other than those for which they were constructed, and no sweepings, rubbish, rags, or other substances shall be thrown therein. Repairs resulting from such damage to any such fixtures or appliances from misuse by a tenant shall be paid by Tenant, and Landlord shall not, in any case, be responsible therefore. No tenant shall throw anything out of the doors or windows or down any corridors or stairs.

6) There shall be no marking, painting, drilling into, or other form of defacing of or damage to any part of a tenant's premises or the Building. No boring, cutting, or stringing of wires shall be permitted. No tenant shall construct, maintain, use, or operate within its premises or elsewhere within or on the outside of the Building any electrical device, wiring, or apparatus in connection with a loudspeaker system or other sound system.

7) No bicycles, vehicles, animals, birds, or pets of any kind shall be brought into or kept in or about a tenant's premises or in the Building.

8) No cooking shall be done or permitted by any tenant on its premises.

9) All locks for doors in each tenant premises shall be building standard, and no additional locks or bolts of any kind shall be placed upon any of the doors or windows by any tenant, nor shall any changes be made in existing locks or the mechanisms thereof. Each tenant shall, upon the termination of its tenancy, return to Landlord all keys used in connection with its premises, including any keys to the premises, to rooms and offices within the premises, to storage rooms and closets, to cabinets and other built-in furniture, and toilet rooms, whether or not such keys were furnished by Landlord, or procured by the tenant. In the event of the loss of such keys, such tenant shall pay Landlord the cost of replacing the locks. On termination of a tenant's lease, the tenant shall disclose to Landlord the combination of all locks for safes, safe cabinets, and vault doors, if any, remaining in the premises. All requests for duplicate keys shall be made through Landlord and charged to the tenant.

10) All removals, or the carrying in or out of any safes, freight, furniture, or bulky matter of any description, must occur in such manner and during such hours as Landlord may require. Landlord reserves the right (but shall not have the obligation) to inspect all freight brought into the Building and to exclude from the Building all freight that violates any of these rules and regulations or any provision of any tenant's lease.

11) No tenant shall purchase spring water, ice, coffee, soft drinks, towels, or other like merchandise or service from any company or person who has, in the Landlord's opinion, committed violations of Building regulations or caused a hazard or nuisance to the Building and/or its occupants.

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12) Each tenant shall be responsible for all persons for whom it authorized entry into the Building and shall be liable to the Landlord for all acts of such persons.

13) Each tenant shall see that all lights are turned off before closing and leaving its premises at any time.

14) Any maintenance requirements of tenants, as provided for under their Lease, will be attended to only upon application at the management office. Building employees have been instructed not to perform any work or do anything outside of their regular duties except with special instructions from the property manager of the Building.

15) Canvassing, soliciting, and peddling in the Building are prohibited, and each tenant shall cooperate to prevent the same.

16) No water cooler, plumbing, or electrical fixture shall be installed by the tenant without Landlord's prior written consent, which consent may be given, conditioned, or withheld by Landlord in its sole and absolute discretion.

17) Mats, trash, and other objects shall not be placed in the public corridors.

18) No smoking shall be permitted in any of the Common Areas of the Building or in the tenant's premises. All cigarettes and related trash shall be disposed of in trash receptacles and not on the sidewalk, parking lot, or grass.

19) Landlord will not be responsible for lost or stolen personal property.

Landlord reserves the right to rescind any of these rules and regulations and to make such other and further rules and regulations as in its judgment shall from time to time be required for the safety, protection, care, and cleanliness of the building, the operation thereof, the preservation of good order therein and the protection and comfort of the tenants and their agents, employees, and invitees. Such rules and regulations, when made and written notice thereof is given to a tenant, shall be binding upon it as if prescribed initially herein.

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Exhibit 31.1

CERTIFICATION BY THE CHIEF EXECUTIVE OFFICER
PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Hyung Heon Kim certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of NeuroBo Pharmaceuticals, Inc. for the quarterly period ended September 30, 2023;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations, and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

(b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

(c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report my conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

(d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 13, 2023

/s/ HYUNG HEON KIM
Name: Hyung Heon Kim
Title: President and Chief Executive Officer
(Principal Executive Officer)

Exhibit 31.2

CERTIFICATION BY THE CHIEF FINANCIAL OFFICER
PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Marshall Woodworth, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of NeuroBo Pharmaceuticals, Inc. for the quarterly period ended September 30, 2023;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations, and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

(b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

(c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

(d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 13, 2023

/s/ MARSHALL WOODWORTH
Name: Marshall Woodworth
Title: Acting Chief Financial Officer
(Principal Financial Officer)

Exhibit 32.1

CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350, AS ADOPTED PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002*

Pursuant to the requirement set forth in Rule 13a-14(b) or Rule 15d-14(b) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and Section 1350 of Chapter 63 of Title 18 of the United States Code, Hyung Heon Kim, President and Chief Executive Officer of NeuroBo Pharmaceuticals, Inc. (the "Company") hereby certifies that, to the best of his knowledge:

1. The Company's Quarterly Report on Form 10-Q for the period ended September 30, 2023, to which this certification is attached as Exhibit 32.1 (the "Quarterly Report") fully complies with the requirements of Section 13(a) or Section 15(d) of the Exchange Act, and

2. The information contained in the Quarterly Report fairly presents, in all material respects, the financial condition of the Company at the end of the period covered by the Quarterly Report and results of operations of the Company for the period covered by the Quarterly Report.

/s/ HYUNG HEON KIM
President and Chief Executive Officer
(Principal Executive Officer)

Dated: November 13, 2023

* This certification accompanies the report to which it relates, is not deemed filed for purposes of Section 18 of the Exchange Act and is not to be incorporated by reference into any filing of NeuroBo Pharmaceuticals, Inc. under the Securities Act of 1933, as amended, or the Exchange Act made before or after the date of the report, irrespective of any general incorporation language contained in such filing.

Exhibit 32.2

CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350, AS ADOPTED PURSUANT TO SECTION 906 OF THESARBANES-OXLEY ACT OF 2002*

Pursuant to the requirement set forth in Rule 13a-14(b) or Rule 15d-14(b) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and Section 1350 of Chapter 63 of Title 18 of the United States Code, Marshall Woodworth, Acting Chief Financial Officer of NeuroBo Pharmaceuticals, Inc. (the "Company") hereby certifies that, to the best of his knowledge:

1. The Company's Quarterly Report on Form 10-Q for the period ended September 30, 2023, to which this certification is attached as Exhibit 32.2 (the "Quarterly Report") fully complies with the requirements of Section 13(a) or Section 15(d) of the Exchange Act, and

2. The information contained in the Quarterly Report fairly presents, in all material respects, the financial condition of the Company at the end of the period covered by the Quarterly Report and results of operations of the Company for the period covered by the Quarterly Report.

/s/ MARSHALL WOODWORTH
Acting Chief Financial Officer
(Principal Financial Officer)

Dated: November 13, 2023

* This certification accompanies the report to which it relates, is not deemed filed for purposes of Section 18 of the Exchange Act and is not to be incorporated by reference into any filing of NeuroBo Pharmaceuticals, Inc. under the Securities Act of 1933, as amended, or the Exchange Act made before or after the date of the report, irrespective of any general incorporation language contained in such filing.