

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

**FORM S-8**

REGISTRATION STATEMENT  
UNDER  
THE SECURITIES ACT OF 1933

**LIXTE BIOTECHNOLOGY HOLDINGS, INC.**

(Exact name of registrant as specified in its charter)

**Delaware**  
(State or other jurisdiction of  
incorporation or organization)

**20-2903526**  
(I.R.S. Employer  
Identification No.)

248 Route 25A, No. 2  
East Setauket, New York 11733  
(631) 830-7092  
(Address of principal executive offices)

**Lixte Biotechnology Holdings, Inc.  
2007 Stock Compensation Plan**  
(Full title of the plan)

**Lixte Biotechnology Holdings, Inc.  
2020 Stock Incentive Plan**  
(Full title of the plan)

**John Kovach**  
Chief Executive Officer  
Lixte Biotechnology Holdings, Inc.  
248 Route 25A, No. 2  
East Setauket, New York 11733  
(Name and address of agent for service)

(631) 830-7092  
(Telephone number, including area code, of agent for service)

Copy to:  
**David Ficksman, Esq.**  
TroyGould PC  
1801 Century Park East, Suite 1600  
Los Angeles, California 90067  
(310) 789-1290

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 7(a)(2)(B) of the Securities Act.

**CALCULATION OF REGISTRATION FEE**

Title of securities to be registered	Amount to be registered <sup>(1)</sup>	Proposed maximum offering price per share	Proposed maximum aggregate offering price	Amount of registration fee
Common Stock, \$0.0001 par value per share	2,333,333 shares <sup>(2)</sup>	\$ 2.500 <sup>(2)</sup>	\$ 5,833,333 <sup>(2)</sup>	636.42
Common Stock, \$0.0001 par value per share	208,333 shares <sup>(3)</sup>	\$ 0.965 <sup>(4)</sup>	\$ 201,041	21.93

Common Stock, \$0.0001 par value per share	650,000 shares <sup>(5)</sup>	\$	4.415 <sup>(6)</sup>	\$	2,869,750	\$	313.09
<b>TOTAL</b>	<u>3,191,666 shares</u>		<u>—</u>	\$	<u>8,904,124</u>	\$	<u>971.44</u>

- (1) Pursuant to Rule 416(a) of the Securities Act of 1933, as amended (the "Securities Act"), this registration statement covers, in addition to the shares of common stock specified above, an indeterminate number of additional shares of common stock that may become issuable under the Lixte Biotechnology Holdings, Inc. 2020 Stock Incentive Plan (the "2020 Plan") by reason of any stock dividend, stock split, recapitalization or other similar transaction that increases the number of the outstanding shares of the registrant's common stock.
- (2) Represents shares reserved for issuance pursuant to potential future awards under the 2020 Plan. The proposed maximum offering price per share and maximum aggregate offering price for these shares were estimated pursuant to Rules 457(c) and 457(h) of the Securities Act by averaging the high and low sales prices of the registrant's common stock as reported on The Nasdaq Capital Market on April 19, 2021.
- (3) Represents shares that may be issuable upon the exercise of options previously granted under the Lixte Biotechnology Holdings, Inc. 2007 Stock Compensation Plan (the "Prior Plan"). No further grants will be made under the Prior Plan.
- (4) Calculated pursuant to Rule 457(h) under the Securities Act based upon the weighted average exercise price of \$0.965 per share of the applicable options.
- (5) Represents shares that may be issuable upon the exercise of options previously granted under the 2020 Plan.
- (6) Calculated pursuant to Rule 457(h) under the Securities Act based upon the weighted average exercise price of \$4.415 per share of the applicable options.

#### EXPLANATORY NOTE

On November 18, 2020, Lixte Biotechnology Holdings, Inc. effected a 1-for-6 reverse split of its outstanding shares of common stock. Accordingly, all common share amounts included herein have been retroactively adjusted to reflect the reverse stock split.

#### PART I

##### INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS

###### Item 1. Plan Information.

The information required by Item 1 is included in documents sent or given to participants in the Prior Plan and the 2020 Plan covered by this Registration Statement pursuant to Rule 428(k)(i) of the Securities Act.

###### Item 2. Registrant Information and Employee Plan Annual Information.

The written statement required by Item 2 is included in documents sent or given to participants in the Prior Plan and the 2020 Plan covered by this Registration Statement pursuant to Rule 428(k)(i) of the Securities Act.

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#### PART II

##### INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

###### Item 3. Incorporation of Documents by Reference

The following documents previously filed by Lixte Biotechnology Holdings, Inc. ("we," "us," "our," or the "Company") with the Securities and Exchange Commission (the "SEC") under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), are incorporated by reference in this Registration Statement:

- Our Annual Report on Form 10-K for the fiscal year ended December 31, 2020;
- The description of our common stock as described in our Registration Statement on Form S-1 filed on November 16, 2020, and any amendment or report filed for the purpose of updating any such description.

In addition, each document that the Company files with the SEC under Section 13(a), 13(c), 14 or 15(d) of the Exchange Act after the date of this Registration Statement and prior to the filing of a post-effective amendment to this Registration Statement which indicates that all shares of common stock registered hereunder have been sold or that deregisters all such shares of common stock then remaining unsold, shall be deemed to be incorporated by reference into this Registration Statement and to be part thereof from the date of the filing of such document.

###### Item 4. Description of Securities

Not applicable.

###### Item 5. Interests of Named Experts and Counsel

Not applicable.

###### Item 6. Indemnification of Directors and Officers

Under Section 145 of the Delaware General Corporation Law (the "DGCL"), we have broad powers to indemnify our directors and officers against liabilities they may incur in such capacities, including liabilities under the Securities Act.

The Company's Certificate of Incorporation provides that the Company shall indemnify directors, officers, employees and agents of the Company to the fullest extent permitted by the DGCL. The Company's Bylaws provides that the Company's officers and directors shall be indemnified to the fullest extent permitted by applicable law, and that the Company shall pay the expenses incurred in defending any proceeding in advance of its final disposition. Payment of expenses incurred by a director or officer in advance of the final disposition of the proceeding shall be made only upon the receipt of an undertaking by the director or officer to repay all amounts advanced if it should be ultimately determined that the director or officer is not entitled to be indemnified. We have entered into indemnification agreements with each of our directors and officers pursuant to which the Company agrees to indemnify such director or officer pursuant to the terms described herein.

We have an insurance policy covering our officers and directors with respect to certain liabilities, including liabilities arising under the Securities Act or otherwise.

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#### Item 7. Exemption from Registration Claimed

Not applicable.

#### Item 8. Exhibits

The following exhibits are filed with this Registration Statement or are incorporated by reference as a part of this Registration Statement:

<u>Exhibit No.</u>	<u>Exhibit Description</u>
3.1	<a href="#"><u>Certificate of Incorporation as filed with the Delaware Secretary of State on May 24, 2005 (incorporated herein by reference to the Exhibit to the Company's Registration Statement on Form 10-SB filed with the SEC on August 3, 2005).</u></a>
3.2	<a href="#"><u>Certificate of Amendment of Certificate of Incorporation (incorporated herein by reference to Appendix A to the Company's Information Statement filed with the SEC on September 20, 2006).</u></a>
3.3	<a href="#"><u>Amended and Restated Bylaws (incorporated herein by reference to the Exhibit to the Company's Current Report on Form 8-K filed with the SEC on July 17, 2020).</u></a>
4.1	<a href="#"><u>Certificate of Designations for the Company's Series A Convertible Preferred Stock (incorporated herein by reference to the Exhibit to the Company's Current Report on Form 8-K filed with the SEC on March 18, 2015).</u></a>
4.2	<a href="#"><u>Certificate of Amendment of Certificate of Designations of the Series A Convertible Preferred Stock (incorporated herein by reference to the Exhibit to the Company's Annual Report on Form 10-K filed with the SEC on March 28, 2016).</u></a>
5.1	<a href="#"><u>Opinion of TroyGould PC (included with this Registration Statement).</u></a>
23.1	<a href="#"><u>Consent of Weinberg &amp; Company, P.A. (included with this Registration Statement).</u></a>
23.2	<a href="#"><u>Consent of TroyGould PC (included in the opinion filed as Exhibit 5.1).</u></a>
24.1	<a href="#"><u>Power of Attorney (included on the signature page).</u></a>
99.1	<a href="#"><u>Lixte Biotechnology Holdings, Inc. 2007 Stock Compensation Plan (incorporated herein by reference to the Exhibit to the Company's Quarterly Report on Form 10-QSB filed with the SEC on August 14, 2007).</u></a>
99.2	<a href="#"><u>Lixte Biotechnology Holdings, Inc. 2020 Stock Incentive Plan (incorporated herein by reference to the Exhibit to the Company's Current Report on Form 8-K filed with the SEC on July 17, 2020).</u></a>
99.3	<a href="#"><u>Form of Stock Option Certificate and Stock Option Agreement under the Prior Plan (included with this registration statement).</u></a>
99.4	<a href="#"><u>Form of Stock Option Certificate and Stock Option Agreement under the 2020 Plan (included with this registration statement).</u></a>

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#### Item 9. Undertakings

(a) The Company hereby undertakes:

- (1) To file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement:
  - (i) To include any prospectus required by Section 10(a)(3) of the Securities Act;
  - (ii) To reflect in the prospectus any facts or events arising after the effective date of this Registration Statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in this Registration Statement;
  - (iii) To include any material information with respect to the plan of distribution not previously disclosed in this Registration Statement or any material change to such information in this Registration Statement; provided, however, that paragraphs (a)(1)(i) and (a)(1)(ii) do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed with or furnished to the SEC by the Company pursuant to Section 13 or Section 15(d) of the Exchange Act that are incorporated by reference in this Registration Statement.
- (2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.
- (3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

- (b) The Company hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the Company's annual report pursuant to Section 13(a) or Section 15(d) of the Exchange Act (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Exchange Act) that is incorporated by reference in this Registration Statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.
- (c) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Company pursuant to the foregoing provisions, or otherwise, the Company has been advised that in the opinion of the SEC such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Company of expenses incurred or paid by a director, officer or controlling person of the Company in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Company will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question of whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of East Setauket, State of New York, on April 21, 2021.

LIXTE BIOTECHNOLOGY HOLDINGS, INC.

By: /s/ JOHN KOVACH

John Kovach  
President and Chief Executive Officer

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints each of John Kovach and Robert Weingarten as his or her true and lawful attorney-in-fact and agent, with full power of substitution, for him or her in any and all capacities, to sign this Registration Statement on Form S-8 and any amendments hereto (including post-effective amendments), and to file the same, with all exhibits thereto and other documents in connection therewith, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorney-in-fact and agent full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as he or she might do or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agent, or his or her substitute or substitutes, may do or cause to be done by virtue of this power of attorney.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities indicated and on the 21st day of April, 2021.

<u>Signature</u>	<u>Title</u>
<u>/s/ JOHN KOVACH</u> John Kovach	President and Chief Executive Officer (principal executive officer); Director
<u>/s/ ROBERT N. WEINGARTEN</u> Robert N. Weingarten	Vice President and Chief Financial Officer (principal financial and accounting officer)
<u>/s/ STEPHEN J. FORMAN</u> Stephen J. Forman	Director
<u>/s/ YUN YEN</u> Yun Yen	Director
<u>/s/ PHILIP F. PALMEDO</u> Philip F. Palmedo	Director
<u>/s/ GIL N SCHWARTZBERG</u> Gil N Schwartzberg	Director

TroyGould PC  
1801 Century Park East  
16<sup>th</sup> Floor  
Los Angeles, California 90067  
Telephone: (310) 553-4441  
Facsimile: (310) 201-4746

April 21, 2021

Lixte Biotechnology Holdings, Inc.  
248 Route 25A, No. 2  
East Setauket, New York 11733

Re: Registration Statement on Form S-8

Ladies and Gentlemen:

We have acted as counsel to Lixte Biotechnology Holdings, Inc., a Delaware corporation (the "Company"), in connection with a Registration Statement on Form S-8 (the "Registration Statement") that the Company intends to file with the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended (the "Securities Act"), on or about April 21, 2021 for the purpose of registering the offer and sale of up to 3,191,666 shares (the "Shares") of the Company's common stock issuable under the Company's 2007 Stock Compensation Plan and the Company's 2020 Stock Incentive Plan (the "Plans").

This opinion letter is furnished to you at your request and in connection with the requirements of Item 601(b)(5) of Regulation S-K under the Securities Act.

As a basis for rendering our opinion expressed below, among other things, we have reviewed originals or copies of originals, certified or otherwise identified to our satisfaction, of (i) the Registration Statement, (ii) the Plans, (iii) the Company's Certificate of Incorporation, as amended, and Amended and Restated Bylaws, and (iv) such certificates of public officials, certificates of officers of the Company and other documents as we have considered necessary or appropriate as a basis for rendering our opinion.

With your permission, in order to render our opinion, we have assumed that: all signatures on documents reviewed by us are genuine; all documents submitted to us as originals are authentic; and all documents submitted to us as copies conform to the originals of such documents, and such originals are authentic. We have also assumed that each award of Shares under the Plans or of a right to receive Shares under the Plans has been or will be duly approved by the Company's Board of Directors or by a duly authorized committee of the Board of Directors or officer of the Company.

The law covered by our opinion expressed below is limited to the internal corporation laws of the State of Delaware (including applicable rules and regulations promulgated thereunder and applicable reported judicial decisions interpreting the same). We neither express nor imply any opinion with respect to any other laws or the laws of any other jurisdiction.

This opinion letter is limited to the opinion expressly stated below, does not include any implied opinions, and is rendered as of the date hereof. We do not undertake to advise you of matters that may come to our attention subsequent to the date hereof and that may affect our opinion, including, without limitation, future changes in applicable law or in facts relating to the Company. Without limiting the generality of the foregoing, we neither express nor imply any opinion regarding the contents of the Registration Statement or any related prospectus, other than as expressly stated below with respect to the Shares.

Based upon and subject to the foregoing, we are of the opinion that the Shares, when issued, delivered and, if applicable, paid for in accordance with the terms of the Plans and pursuant to the grant notices and agreements that accompany the Plans, will be validly issued, fully paid, and non-assessable.

This opinion letter is rendered to you solely in connection with the transactions contemplated by the Registration Statement and may not be relied upon for any other purpose. We consent to the filing with the Commission of this opinion letter as Exhibit 5.1 to the Registration Statement. In giving such consent, we do not thereby admit that we are within the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the Commission thereunder.

Very truly yours,

/s/ TROYGOULD PC  
TROYGOULD PC

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CONSENT OF INDEPENDENT REGISTERED  
PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in this Registration Statement on Form S-8 relating to the 2007 Stock Compensation Plan and the 2020 Stock Incentive Plan of Lixte Biotechnology Holdings, Inc. (the "Company") of our report dated March 26, 2021, with respect to the Company's consolidated financial statements as of December 31, 2020 and 2019, and for the years then ended, which are included in the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2020.

Weinberg & Company, P.A.

*/s/ WEINBERG & COMPANY, P.A.*

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Los Angeles, California  
April 21, 2021

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LIXTE BIOTECHNOLOGY HOLDINGS, INC.

**OPTION CERTIFICATE  
(Non-Incentive Stock Option)**

THIS IS TO CERTIFY that Lixte Biotechnology Holdings, Inc., a Delaware corporation (the “Company”), has granted to the employee named below (“Optionee”) an incentive stock option (the “Option”) to purchase shares of the Company’s Common Stock (the “Shares”) under its 2007 Stock Option Plan (the “Plan”) and upon the terms and conditions set forth below and in the attached Stock Option Agreement:

Name of Optionee: \_\_\_\_\_  
 Address of Optionee: \_\_\_\_\_  
 Number of Shares: \_\_\_\_\_  
 Option Exercise Price: \$\_\_\_\_\_ per share  
 Date of Grant: \_\_\_\_\_  
 Option Expiration Date: \_\_\_\_\_

**Exercise Schedule:** The Option shall become exercisable (“vest”) as follows:

<u>Date</u>	<u>Number of Shares</u>
_____	_____

In Witness Whereof, the Company has granted to Optionee the Option as of the Date of Grant set forth above.

LIXTE BIOTECHNOLOGY HOLDINGS, INC.

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

OPTIONEE  
 \_\_\_\_\_

**STOCK OPTION AGREEMENT  
(Incentive Stock Option)**

This STOCK OPTION AGREEMENT (this “Agreement”) is made and entered into as of the Date of Grant set forth in the Option Certificate to which this Agreement is attached (the “Certificate”) by and between Lixte Biotechnology Holdings, Inc., a Delaware corporation (the “Company”), and the optionee (the “Optionee”) named in the Certificate.

Pursuant to the 2007 Stock Option Plan of the Company (the “Plan”), the Committee has determined that Optionee is to be granted, on the terms and conditions set forth in this Agreement and in the Plan, an option to purchase shares of the Company’s Common Stock (the “Common Stock”). It is intended that the option qualify as an “incentive stock option” within the meaning of Section 422 of the Internal Revenue Code of 1986, as amended from time to time (the “Code”). Capitalized terms not otherwise defined in this Agreement shall have the meanings ascribed to them in the Plan.

The Company and Optionee agree as follows:

**1. Grant of Option.** The Company hereby grants to Optionee, upon the terms and subject to the conditions set forth in this Agreement, an Option (the “Option”) to purchase all or any portion of that number of shares of Common Stock set forth in the Certificate (the “Option Shares”), at the exercise price set forth in the Certificate (the “Exercise Price”).

**2. Vesting**

(a) The Option shall “vest” and become exercisable in installments upon and after the dates set forth under the caption “Exercise Schedule” in the Certificate. The installments shall be cumulative; i.e., the Option may be exercised, as to any or all Shares covered by an installment, at any time or times after the installment first becomes exercisable and until expiration or termination of the Option.

(b) No vesting shall occur after the date the Optionee ceases to be employed by the Company or any of its Affiliates (the “Employment Termination Date”). Optionee’s employment shall not be deemed to terminate by reason of a transfer to or from the Company or an Affiliate or among such entities, or sick leave, military leave or other leave of absence approved by the Administrator, if the period of any such leave does not exceed 90 days or, if longer, if Optionee’s right to reemployment by the Company or any Affiliate is guaranteed either contractually or by statute.

(c) Notwithstanding anything to the contrary contained in this Option Agreement, the Option may not be exercised, in whole or in part, unless and until any then-applicable requirements of all state and federal laws and regulatory agencies shall have been fully complied with to the satisfaction of the Company and its counsel.

**3. Exercise of the Option.**

(a) The Option may be exercised, in whole or in part, only by delivery to the Company of:

written notice of the exercise of the Option in form identical to Exhibit “A” attached to this Agreement stating the number of Option Shares being purchased (the “Purchased Shares”); and

payment of the Exercise Price (i) in cash or cash equivalent; or (ii) with the approval of the Committee, by delivery to the Company of such other consideration (such as a note or shares of Common Stock) acceptable to the Committee.

(b) Following receipt of the exercise notice, any other applicable documents and the payment referred to above, the Company shall, within 30 days, cause certificates representing the Purchased Shares to be delivered to Optionee either at Optionee's address set forth in the records of the Company or at such other address as Optionee may designate in writing to the Company; provided, however, that the Company shall not be obligated to issue a fraction or fractions of a share otherwise issuable upon exercise of the Option, and may pay to Optionee, in cash or cash equivalent, the fair market value of any such fraction or fractions of a share as of the date of exercise.

(c) If requested by the Committee, Optionee shall also deliver this Agreement to the Secretary of the Company, who shall endorse hereon a notation of the exercise and return this Agreement to Optionee. The date of exercise of an Option that is validly exercised shall be deemed to be the date on which there shall have been delivered to the Committee the instruments referred to in this Section 3. Optionee shall not be deemed to be a holder of any Option Shares pursuant to exercise of the Option until the date of issuance of a stock certificate to him or her for such shares following payment in full for the Option Shares purchased.

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(d) As a condition to exercise of this Option, the Company may require Optionee to pay over to the Company all applicable federal, state and local taxes which the Company is required to withhold with respect to the exercise of this Option. At the discretion of the Committee and upon the request of Optionee, the minimum statutory withholding tax requirements may be satisfied by the withholding of Shares otherwise issuable to Optionee upon the exercise of this Option.

#### 4. Termination of Option

(a) The Option shall terminate and expire upon the earliest to occur of: (i) the Option Expiration Date set forth in the Option Certificate; (ii) the Termination Date; and (iii) immediately prior to a Corporate Transaction if so specified by the Committee. Following the Employment Termination Date, and prior to the Termination Date, the Option may be exercised only to the extent vested as of the date of Employment Termination Date.

(b) For purposes of this Agreement:

"Termination Date" shall be: (a) the date 90 days following the Employment Termination Date unless Optionee's employment is terminated For Cause or as a result of the death or disability of Optionee; (b) upon the Employment Termination Date if Optionee's employment is terminated For Cause; or (c) one year following the Employment Termination Date as a result of the death or disability of Optionee.

"For Cause" shall mean Optionee's loss of employment by the Company or any of its Affiliates due to Optionee's (a) willful breach or habitual neglect or continued incapacity to perform Optionee's required duties, (b) commission of acts of dishonesty, fraud, misrepresentation or other acts of moral turpitude in connection with Optionee's services to the Company or its Affiliates or which in the determination of the Committee would prevent the effective performance of Optionee's duties or (c) termination for cause under any employment agreement between the Company and Optionee (as for cause is defined therein).

**5. Adjustment.** The number of shares and exercise price of this Option shall be subject to adjustment under the circumstances contemplated by the Plan and the Option Expiration Date may be accelerated by the Committee upon the circumstances set forth in the Plan.

**6. Corporate Transactions.** Upon the occurrence of a Corporate Transaction, the Option shall be subject to the actions of the Committee as contemplated in the Plan, including without limitation the termination of the Option immediately prior to the consummation of the Corporate Transaction.

**7. Modification.** Subject to the terms and conditions and within the limitations of the Plan, the Committee may modify, extend or renew the Option or accept the surrender of, and authorize the grant of a new option in substitution for, the Option (to the extent not previously exercised). No modification of the Option shall be made which, without the consent of Optionee, would cause the Option to fail to continue to qualify as an "incentive stock option" within the meaning of Section 422 of the Code or would alter or impair any rights of Optionee under the Option.

#### 8. Disqualifying Distribution; Withholding

(a) Optionee agrees that, should he or she make a "disposition" (as defined in Section 424(c) of the Code) of all or any of the Purchased Shares within two years from the date of the grant of the Option or within one year after the issuance of such Purchased Shares, he or she shall immediately advise the Company in writing as to the occurrence of the sale and the price realized upon the sale of such Purchased Shares. Optionee agrees that he or she shall maintain all Purchased Shares in his or her name so long as he or she maintains beneficial ownership of such Purchased Shares.

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(b) Optionee shall make any arrangement required by the Company and authorized by the Plan, including, if applicable, accepting a lesser number of Option Shares upon exercise, to insure the proper withholding of the amount of tax, if any, required to be withheld by the Company as a result of the sale of stock upon exercise of the Option.

**9. Incorporation of Plan.** This Agreement is made pursuant to the Plan, and it is intended, and shall be interpreted in a manner, to comply with the Plan. Any provision of this Agreement inconsistent with the Plan shall be superseded and governed by the Plan.

**10. Restrictions on Sale of Purchased Shares.** Optionee understands that: (a) unless the issuance of the Purchased Shares to Optionee upon exercise of the Option is registered under the Securities Act of 1933, as amended (the "Securities Act"), the Purchased Shares will be "restricted securities" within the meaning of Rule 144 under such Act; (b) the Purchased Shares may not be sold, transferred or assigned by the Optionee except pursuant to an effective registration statement under the Securities Act or an exemption from registration under the Securities Act; and (c) the Company is under no obligation to file a registration statement under the Securities Act covering the Option Shares. Optionee agrees that any certificates evidencing Purchased Shares may bear a legend indicating that their transferability is restricted in accordance with applicable state and federal securities laws.

#### 11. General Provisions.

(a) Further Assurances. Optionee shall promptly take all actions and execute all documents requested by the Company which the Company deems to be reasonably necessary to effectuate the term and intent of this Agreement.

(b) Notices. All notices, requests, demands and other communications (collectively, "Notices") given pursuant to this Agreement shall be in writing, and shall be delivered by personal service, courier, or by United States first class, registered or certified mail, postage prepaid, addressed to the party at the address set forth on the signature page of this Agreement. Any Notice, other than a Notice sent by registered or certified mail, shall be effective when received; a Notice sent by registered or certified mail, postage prepaid return receipt requested, shall be effective on the earlier of when received or the third day following deposit in the United States mails. Any party may from time to time change its address for further Notices hereunder by giving notice to the other party in the manner prescribed in this Section.

(c) Failure to Enforce Not a Waiver. The failure of the Company to enforce at any time any provision of this Agreement shall in no way be construed to be a waiver of such provision or of any other provision hereof.

(d) Governing Law. This Agreement shall be governed by and construed in accordance with the law of the State of California applicable to contracts made in, and to be performed within, that State.

(e) Transfer of Rights under this Agreement. The Company may at any time transfer and assign its rights and delegate its obligations under this Agreement to any other person, corporation, firm or entity, with or without consideration.

(f) Option Non-transferable. Optionee may not sell, transfer, assign or otherwise dispose of the Option except by will or the laws of descent and distribution, and only Optionee or his or her legal representative or guardian may exercise the Option during Optionee's lifetime.

(g) No Right to Employment. Nothing in this Option shall interfere with or limit in any way the right of the Company or of any of its Affiliates to terminate Optionee's employment, consulting or advising at any time, nor confer upon Optionee any right to continue in the employ of, consult with or advise the Company or any of its Affiliates.

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(h) Successors and Assigns. Except to the extent specifically limited by the terms and provision of this Agreement, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, heirs and personal representatives.

(i) Miscellaneous. Titles and captions contained in this Agreement are inserted for convenience of reference only and do not constitute a part of this Agreement for any other purpose. Except as specifically provided herein, neither this Agreement nor any right pursuant hereto or interest herein shall be assignable by any of the parties hereto without the prior written consent of the other party hereto.

(j) Tax Treatment. Optionee acknowledges that the tax treatment of the Option, the Option Shares or any events or transactions with respect thereto may be dependent upon various factors or events which are not determined by the Plan or this Agreement. The Company makes no representations with respect to and hereby disclaims all responsibility as to such tax treatment.

The signature page of this Agreement consists of the last page of the Certificate.

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**EXHIBIT "A"**

**NOTICE OF EXERCISE**

**(To be signed only upon exercise of the Option)**

TO: Lixte Biotechnology Holdings, Inc.

The undersigned, the holder of the enclosed Stock Option Agreement (Incentive Stock Option), hereby irrevocably elects to exercise the purchase right represented by the Option and to purchase thereunder \_\_\_\_\_\* shares of Common Stock of Lixte Biotechnology Holdings, Inc. (the "Company") and herewith encloses payment of \$ \_\_\_\_\_ in full payment of the purchase price of such shares being purchased.

Dated: \_\_\_\_\_

\_\_\_\_\_  
(Signature must conform in all respects to name  
of holder as specified on the face of the Option)

\_\_\_\_\_  
\_\_\_\_\_  
(Address)

\_\_\_\_\_  
Social Security Number

\*Insert here the number of shares being exercised making all adjustments for stock splits, stock dividends or other additional Common Stock of the Company, other securities or property which, pursuant to the adjustment provisions of Section 5 of the Option, may be deliverable upon exercise.

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LIXTE BIOTECHNOLOGY HOLDINGS, INC.

OPTION CERTIFICATE

THIS IS TO CERTIFY that Lixte Biotechnology Holdings, Inc., a Delaware corporation (the "Company"), has granted to the person named below ("Optionee") a stock option (the "Option") to purchase shares of the Company's Common Stock (the "Shares") upon the terms and conditions set forth below and in the attached Stock Option Agreement:

Name of Optionee: \_\_\_\_\_  
 Address of Optionee: \_\_\_\_\_  
 Number of Shares: \_\_\_\_\_  
 Option Exercise Price: Closing stock price as of \_\_\_\_\_ (the "Effective Date"): \$  
 Date of Grant: \_\_\_\_\_  
 Option Expiration Date: \_\_\_\_\_ years from date of grant, subject to earlier termination as set forth in the Option Agreement

**Exercise Schedule:** The Option shall become exercisable ("vest") % as of the Effective Date % on the first anniversary of the Effective Date % on the second anniversary of the Effective Date, and % on the third anniversary of the Effective Date.

IN WITNESS WHEREOF, the Company has granted to Optionee the Option as of the Date of Grant set forth above.

LIXTE BIOTECHNOLOGY HOLDINGS, INC.

By: \_\_\_\_\_  
 John Kovach, President

OPTIONEE  
 \_\_\_\_\_

STOCK OPTION AGREEMENT

THIS STOCK OPTION AGREEMENT ("Agreement") is effective as of \_\_\_\_\_ (the "Effective Date") by and between LIXTE BIOTECHNOLOGY HOLDINGS, INC., a Delaware corporation (the "Company"), and \_\_\_\_\_ (the "Optionee").

WHEREAS, as of the Effective Date Optionee has been appointed as the Chief Administrative Officer of the Company.

NOW, THEREFORE, in consideration of the mutual benefit to be derived herefrom, the Company and Optionee agree as follows:

**1. Grant of Option.** Pursuant to the Company's 2020 Stock Incentive Plan (the "Plan"), the Company hereby grants to Optionee the right, privilege and option ("Option") to purchase \_\_\_\_\_ shares of its common stock ("Stock") at \$ \_\_\_\_\_ per share, in the manner and subject to the conditions provided hereinafter.

**2. Vesting and Exercise of Option.** The Options shall vest \_\_\_% as of the Effective Date \_\_\_% on the first anniversary of the Effective Date \_\_\_% on the second anniversary of the Effective Date, and \_\_\_% on the third anniversary of the Effective Date. Any exercise may be with respect to any part or all of the shares then vested and exercisable pursuant to such Option.

**3. Termination of Option.** Except as otherwise provided in this Agreement to the extent not previously exercised, the Option shall terminate upon the first to occur of any of the following events:

- (a) \_\_\_ years from the date of grant;
- (b) The date the Optionee is no longer providing services to the Company as a consultant, employee or otherwise. Any vested Option granted hereunder to such Optionee shall expire one year after the date of such termination. Any Option that has not vested in the Optionee as of the date of termination of service with the Company shall immediately expire and shall be null and void.
- (c) Twelve months after the date of the Optionee's death. The Option may be exercised (subject to the condition that no Option shall be exercisable after its expiration and only to the extent that the Optionee's right to exercise such Option was vested at the time of the Optionee's death) at any time within 12 months after the Optionee's death by the executors or administrators of the Optionee or by any person or persons who shall have acquired the Option directly from the Optionee by bequest or inheritance. Any Option that has not vested in the Optionee as of the date of death, shall immediately expire and shall be null and void.
- (d) The dissolution or liquidation of the Company; or
- (e) The breach by Optionee of any provision of this Agreement.

**4. Method of Exercise.** An Option shall be exercised by written notice to the Company by the Optionee (or successor in the event of death). Such written notice shall state the number of shares with respect to which the Option is being exercised and designate a time, during normal business hours of the Company, for the delivery thereof ("Exercise Date"), which time shall be at least ten days after the giving of such notice unless an earlier date shall have been mutually agreed upon. At the time specified in the written notice, the Company shall deliver to the Optionee at the principal office of the Company, or such other appropriate place as may be determined by the Board, a certificate or certificates for such shares. Notwithstanding the foregoing, the Company may postpone delivery of any certificate or certificates after notice of exercise for such reasonable period as may be required to comply with any applicable listing requirements of any securities exchange. In the event an Option shall be exercisable by any person other than the Optionee, the required notice under this Section shall be accompanied by appropriate proof of the right of such person to exercise the option. The option exercise price shall be payable in full on or before the option Exercise Date in any one of the following alternative forms:

- (a) Full payment in cash or certified bank or cashier's check;

(b) A full recourse promissory note executed by the Optionee, made payable to the Company bearing interest at such rate as the Board shall determine, but in no case less than the "Applicable Federal Rate" at the time the note is executed applicable under the Code to obligations of the same duration. The note shall contain such terms and conditions as may be determined by the Board; provided, however, that the full principal amount of the note and all unpaid interest accrued thereon shall be due not later than five years from the date of exercise. The Company may obtain from the Optionee a security interest in all shares of Stock issued to the Optionee under the Plan for the purpose of securing payment under the note and shall retain possession of the stock certificates representing such shares in order to perfect its security interest;

(c) Full payment in shares of Stock or other securities of the Company having a fair market value on the Exercise Date in the amount equal to the option exercise price;

(d) A combination of the consideration set forth in Sections (a), (b) and (c) hereof equal to the option exercise price; or

(e) Any other method of payment including, but not limited to, the delivery by Optionee of an irrevocable direction to a securities broker approved by the Company to sell the Stock and to deliver all or part of the sales proceeds to the Company in payment of all or part of the exercise price and any withholding taxes.

**5. Restrictions on Exercise and Delivery.** The exercise of each Option shall be subject to the condition that, if at any time the Board shall determine, in its sole and absolute discretion,

(a) the satisfaction of any withholding tax or other withholding liabilities, is necessary or desirable as a condition of, or in connection with, such exercise or the delivery or purchase of Stock pursuant thereto,

(b) the listing, registration, or qualification of any shares deliverable upon such exercise is desirable or necessary, under any state or federal law, as a condition of, or in connection with, such exercise or the delivery or purchase of shares pursuant thereto, or

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(c) the consent or approval of any regulatory body is necessary or desirable as a condition of, or in connection with, such exercise or the delivery or purchase of shares pursuant thereto,

then in any such event, such exercise shall not be effective unless such withholding, listing, registration, qualification, consent or approval shall have been effected or obtained free of any conditions not acceptable to the Board. Optionee shall execute such documents and take such other actions as are required by the Board to enable it to effect or obtain such withholding, listing, registration, qualification, consent or approval. Neither the Company nor any officer or member of the Board or the Committee, shall have any liability with respect to the non-issuance or failure to sell shares as the result of any suspensions of exercisability imposed pursuant to this Section.

**6. Non-assignability.** Options may not be sold, pledged, assigned or transferred in any manner other than by will or by the laws of intestate succession, and may be exercised during the lifetime of Optionee only by Optionee. Any transfer by Optionee of any Option granted under this Agreement shall void such Option and the Company shall have no further obligation with respect to such Option. No Option shall be pledged or hypothecated in any way, nor shall any Option be subject to execution, attachment or similar process.

**7. Restrictive Legends.** Each certificate evidencing the shares acquired upon exercise of an Option hereunder, including any certificate issued to any transferee thereof, shall be imprinted with legends substantially in the form set forth in the Plan.

**8. Rights as Shareholder.** Neither Optionee nor Optionee's executor, administrator, heirs or legatees, shall be, or have any rights or privileges of a shareholder of the Company in respect of the Stock unless and until certificates representing such Stock shall have been issued in Optionee's name.

**9. No Right of Employment.** Neither the grant nor exercise of any Option nor anything in the Plan or this Agreement shall impose upon the Company or any other corporation any obligation to employ or continue to employ any Optionee. The right of the Company and any other corporation to terminate any employee shall not be diminished or affected because an Option has been granted to such employee.

**10. Notices.** Any notice to be given under the terms of this Agreement shall be addressed to the Company in care of its Secretary at its principal office, and any notice to be given to Optionee shall be addressed to such Optionee at the address maintained by the Company for such person or at such other address as the Optionee may specify in writing to the Company.

**11. Binding Effect.** This Agreement shall be binding upon and inure to the benefit of Optionee, his heirs and successors, and of the Company, its successors and assigns.

**12. Governing Law.** This Agreement shall be governed by the laws of the State of Delaware.

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IN WITNESS WHEREOF, this Agreement is effective as of, and the date of grant shall be August 12, 2020.

**LIXTE BIOTECHNOLOGY HOLDINGS, INC.**

By: \_\_\_\_\_  
Name: John S. Kovach  
Title: President

**OPTIONEE**

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

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