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

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934
Date of Report (Date of earliest event reported): August 3, 2026

CAMP4 THERAPEUTICS CORPORATION
(Exact name of registrant as specified in its charter)

Delaware	**001-42365**	**81-1152476**
(State or other jurisdiction of incorporation)	**(Commission File Number)**	**(IRS Employer Identification No.)**

One Kendall Square **Building 1400 West, 3rd Floor** **Cambridge, MA**	**02139**
(Address of principal executive offices)	**(Zip Code)**

(Registrant's telephone number, including area code): (617) 651-8867

Not Applicable
(Former name or former address, if changed since last report)

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

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, par value $0.0001 per share	**CAMP**	**The Nasdaq Global Market**

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

Emerging growth company ☒

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

Item 1.01 Entry into a Material Definitive Agreement.

As previously disclosed in its Current Report on Form 8-K filed with the U.S. Securities and Exchange Commission (the “Commission”) on September 10, 2025, CAMP4 Therapeutics Corporation (the “Company”) entered into a Securities Purchase Agreement, dated September 9, 2025 (the “Original Agreement”), with certain accredited investors named therein (each, an “Investor” and collectively, the “Investors”), pursuant to which the Company agreed to sell to the Investors, in up to two closings in a private placement transaction (the “Private Placement”), up to an aggregate of 65,442,344 shares (the “Shares”) of the Company’s common stock, par value $0.0001 per share (the “Common Stock”) or, in lieu of Common Stock to certain Investors, pre-funded warrants to purchase shares of Common Stock (the “Warrant Shares” and, together with the Shares, the “Securities”).

The initial closing of the Private Placement (the “Initial Closing”) occurred on September 11, 2025. At the Initial Closing, the Company issued and sold 26,681,053 Shares at a purchase price of $1.53 per Share (the “Share Price”) and, in lieu of Common Stock to certain Investors, pre-funded warrants to purchase 6,003,758 Warrant Shares at a purchase price of $1.5299 per pre-funded warrant (the “Pre-Funded Warrant Price”). In addition, the Company also issued and sold to certain members of management, including the Company’s Chief Executive Officer, Josh Mandel-Brehm, the Company’s Chief Financial Officer, Kelly Gold, the Company’s Chief Medical Officer, Yuri Maricich, M.D., and the Company’s co-founders, Richard Young, Ph.D., who also serves as a director on the Company’s Board of Directors (the “Board”), and Leonard Zon, M.D., who serves as a Board observer, an additional 36,361 Shares at a purchase price of $1.65 per share. The Initial Closing resulted in aggregate gross proceeds to the Company of approximately $50.1 million, before deducting placement agent fees and other expenses.

In July 2026, the Company announced that it had received clearance from Australia’s Therapeutic Goods Administration and the local Human Research Ethics Committee to initiate the Company’s Phase 1/2 clinical trial of CMP-002, the Company’s investigational product candidate for the treatment of SYNGAP1-related disorder, which clearance satisfied the CTA Milestone (as defined in the Original Agreement). The Company also received a Price Threshold Waiver (as defined in the Original Agreement), and as a result, the Second Closing Trigger (as defined in the Original Agreement) was satisfied.

On August 3, 2026, the Company and certain of the Investors entered into an amendment to the Original Agreement (the “Amendment” and, together with the Original Agreement, the “Purchase Agreement”) to update certain provisions of the Purchase Agreement related to the mechanics of the second closing (the “Second Closing”) of the Private Placement. At the Second Closing, which occurred on August 3, 2026, the Company issued and sold 10,756,498 Shares at the Share Price and 21,925,368 Warrant Shares at the Pre-Funded Warrant Price. In addition, the Company issued and sold to certain members of management, including Mr. Mandel-Brehm, Ms. Gold and Dr. Maricich, and the Company’s co-founders Dr. Young and Dr. Zon, an additional 39,306 Shares at a purchase price of $1.65 per share. The Second Closing resulted in aggregate gross proceeds to the Company of approximately $50.1 million, before deducting placement agent fees and other expenses.

The pre-funded warrants have an exercise price of $0.0001 per Warrant Share, subject to customary adjustments, and are exercisable at any time after original issuance and will not expire until exercised in full. The pre-funded warrants are also exercisable on a net exercise “cashless” basis. The pre-funded warrants may not be exercised if the aggregate number of shares of Common Stock beneficially owned by the holder thereof immediately following such exercise would exceed a specified beneficial ownership limitation, not to exceed 19.99%.

The Securities issued in the Second Closing are subject to the Registration Rights Agreement, dated September 9, 2025, previously entered into in connection with the Original Agreement and disclosed by the Company in a Current Report on Form 8-K filed with the Commission on September 10, 2025.

The foregoing summaries of the pre-funded warrants and of the Amendment do not purport to be complete and are qualified in their entirety by reference to the complete text of the form of pre-funded warrant, which was previously filed as an exhibit to the Company’s Current Report on Form 8-K filed with the Commission on September 10, 2025, and to the Amendment, which is filed as Exhibit 10.1 to this Current Report on Form 8-K, each of which is incorporated by reference herein.

Item 3.02 Unregistered Sales of Equity Securities.

The disclosure regarding the Securities issued and sold under the Purchase Agreement set forth under Item 1.01 of this report is incorporated by reference under this Item 3.02.

The Securities issued in the Second Closing have not been registered under the Securities Act of 1933, as amended (the "Securities Act"), or any state securities laws. The Company is relying on the exemption from the registration requirements of the Securities Act by virtue of Section 4(a)(2) thereof. Each Investor provided representations appropriate for a private placement of securities. Restrictive legends are affixed to the Securities issued in the Second Closing.

Neither this Current Report on Form 8-K nor any exhibit attached hereto is an offer to sell or the solicitation of an offer to buy shares of Common Stock or other securities of the Company.

Item 7.01 Regulation FD Disclosure.

On August 4, 2026, the Company issued a press release announcing the Second Closing. The press release is attached as Exhibit 99.1 to this Current Report on Form 8-K and incorporated into this Item 7.01 by reference.

The information in this Item 7.01, including Exhibit 99.1 attached hereto, shall not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, or otherwise subject to the liabilities of that section, nor shall it be deemed incorporated by reference in any filing under the Securities Act of 1933, as amended, except as expressly set forth by specific reference in such filing.

Item 9.01 Financial Statements and Exhibits.

Exhibit No.	**Description**
4.1	Form of pre-funded warrant (incorporated by reference to Exhibit 4.1 to the Form 8-K filed on September 10, 2025).
10.1	Amendment to the Securities Purchase Agreement, dated August 3, 2026, by and among the CAMP4 Therapeutics Corporation and certain investors named therein.
10.2	Registration Rights Agreement, dated September 9, 2025, by and among the Company and the Investors (incorporated by reference to Exhibit 10.2 to the Form 8-K filed on September 10, 2025).
99.1	Press release issued by CAMP4 Therapeutics Corporation on August 4, 2026.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

SIGNATURES

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

CAMP4 THERAPEUTICS CORPORATION

By: /s/ Josh Mandel-Brehm
Name: Josh Mandel-Brehm
Title: President and Chief Executive Officer

Date: August 4, 2026

AMENDMENT TO
SECURITIES PURCHASE AGREEMENT

This **AMENDMENT TO THE SECURITIES PURCHASE AGREEMENT** (this "Amendment") is made as of August 3, 2026, by and among CAMP4 Therapeutics Corporation, a Delaware corporation (the "Company") and each of the undersigned entities and individuals, and amends that certain Securities Purchase Agreement, dated as of September 9, 2025, by and among the Company and the entities and individuals listed on Exhibit A and Exhibit B thereto (the "Original Agreement" and, as amended hereby, the "Purchase Agreement"). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Original Agreement.

WHEREAS, Section 9.15 of the Original Agreement provides that no amendment, modification, alteration, or change in any of the terms of the Original Agreement shall be valid or binding upon the parties thereto unless made in writing and duly executed by the Company and the Investors of at least a majority in interest of the Securities then held by the Investors;

WHEREAS, the parties hereto constitute all of the parties required to amend the Original Agreement in accordance with Section 9.15 thereof;

WHEREAS, the Company has achieved the CTA Milestone and has received a Price Threshold Waiver;

WHEREAS, the Company has been notified by one or more Investors who did not sign the Price Threshold Waiver that such Investors do not intend to purchase all or any portion of the Additional Shares and/or Additional Pre-Funded Warrants allocated to such Investors in connection with the Second Closing; and

WHEREAS, the Company and the Investors desire to amend the Original Agreement to permit the reallocation of any such Additional Shares and/or Additional Pre-Funded Warrants among the Participating Investors in advance of the Second Closing Date, such that the Second Closing shall constitute the final closing under the Original Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Amendments.

(a) Section 1 of the Original Agreement is hereby amended to delete the following defined terms in their entirety: "Cut-back Securities," "Cut-back Optional Securities," "Participating Shortfall Closing Investor," "Second Optional Shortfall Closing," "Second Optional Shortfall Closing Date," "Second Optional Shortfall Closing Notice," "Shortfall Closing," "Shortfall Closing Date," "Shortfall Closing Notice," "Unsubscribed Optional Securities," "Unsubscribed

Optional Securities Notice," "Unsubscribed Securities" and "Unsubscribed Securities Notice."

(b) Section 2.3 of the Original Agreement is hereby amended and restated in its entirety and shall read as follows:

2.3 Second Closing.

(a) Subject to the achievement of the CTA Milestone and either (i) the achievement of the Price Threshold or (ii) the Company's receipt of a Price Threshold Waiver (the "**Second Closing Trigger**"), the Company shall, within two Business Days thereafter, provide written notice to the Investors of such Second Closing Trigger (the "**Milestone Event Notice**" and the date the Milestone Event Notice is delivered, the "**Milestone Event Notice Date**"), and as a result, a milestone closing under this Agreement (the "**Second Closing**") shall be held. The date of the Second Closing (the "**Second Closing Date**") will be the fifth Business Day after the Milestone Event Notice Date, or such sooner time as may be agreed by the Company and all Investors. At the Second Closing, the Company agrees to sell, and each Investor, severally and not jointly, agrees to purchase, the number of Additional Shares and/or Additional Pre-Funded Warrants as set forth opposite such Investor's name on Exhibit C and Exhibit D hereto. Notwithstanding anything to the contrary in this Agreement, if the Second Closing Trigger is caused by a Price Threshold Waiver, only those Investors who signed the Price Threshold Waiver (each, a "**Participating Investor**") shall be obligated to participate in the Second Closing and each Participating Investor shall have the right but not the obligation to purchase the Additional Shares and/or Additional Pre-Funded Warrants.

(b) At the Second Closing, each Investor shall pay to an account designated by the Company, by wire transfer of immediately available funds, the amount set forth opposite its name on Exhibit C and/or Exhibit D hereto. Subject to the receipt of the foregoing payment, the Additional Shares and/or Additional Pre-Funded Warrants shall be issued and registered in the name of the Investor, or in such nominee name(s) as designated by such Investor, representing the number of Additional Shares and/or Additional Pre-Funded Warrants to be purchased by the Investor at the Second Closing as set forth in Exhibit C and Exhibit D.

(c) Notwithstanding anything to the contrary herein, if an Investor breaches the covenant set forth in Section 5.12, it shall forfeit its right to participate in the Second Closing. An Investor who transfers all or a portion of its Initial Shares and/or Initial Pre-Funded Warrants to a third party prior to the Second Closing Date shall not forfeit its rights to participate in the Second Closing.

(d) In the event that, prior to the Second Closing, which Second Closing is triggered by the achievement of the CTA Milestone and the Company's receipt of a Price Threshold Waiver, the Company is notified in writing by an Investor other than a Participating Investor that such Investor does not intend to purchase all or any portion of the Additional Shares and/or Additional Pre-Funded Warrants set forth opposite such Investor's name on Exhibit C and Exhibit D (such Investor, a "**Non-Participating Investor**," and such Additional Shares and/or Additional Pre-Funded Warrants, the "**Unallocated Securities**"), the Company shall, prior to the

Second Closing Date, notify each Participating Investor other than the Non-Participating Investor in writing (such notice, the "**Reallocation Notice**") of the total number of Unallocated Securities. Each Participating Investor receiving a Reallocation Notice shall have the right, but not the obligation, to purchase all or a portion of the Unallocated Securities at the Second Closing, at a purchase price per Additional Share equal to the Share Price and per Additional Pre-Funded Warrant equal to the Pre-Funded Warrant Price. Each Participating Investor desiring to purchase any Unallocated Securities shall notify the Company in writing of the number of Unallocated Securities it desires to purchase (such notice, the "**Reallocation Election Notice**") as soon as practicable and, in any event, no later than 24 hours following delivery of the Reallocation Notice.

(e) To the extent the Participating Investors collectively elect, pursuant to their Reallocation Election Notices, to purchase more than the total number of Unallocated Securities, the Unallocated Securities shall be allocated among such electing Participating Investors on a pro rata basis. For purposes of this Section 2.3(e), each electing Participating Investor's "pro rata" share of the Unallocated Securities shall be equal to the product of, rounded down to the nearest whole number, (i) the aggregate number of Unallocated Securities multiplied by the quotient of (ii) (A) the total number of Initial Shares and/or Initial Pre-Funded Warrants previously purchased by such Participating Investor at the Initial Closing, divided by (B) the total number of Initial Shares and/or Initial Pre-Funded Warrants previously purchased by all Participating Investors at the Initial Closing; provided, however, that no Participating Investor shall be required to purchase more Unallocated Securities than such Participating Investor indicated in its Reallocation Election Notice (such difference, the "Cut-Back Securities"). To the extent any Cut-Back Securities remain, such Cut-Back Securities shall be offered to the remaining electing Participating Investors in a manner consistent with this Section 2.3(e). The Company shall prepare and deliver to the Investors an updated Exhibit C and/or Exhibit D, as applicable, reflecting the final reallocation of the Unallocated Securities in accordance with Section 2.3(d) and this Section 2.3(e) in advance of the Second Closing.

(f) At the Second Closing, each Participating Investor that has elected to purchase Unallocated Securities pursuant to Section 2.3(d) and Section 2.3(e) shall pay to the account designated by the Company, by wire transfer of immediately available funds, the aggregate purchase price for such Unallocated Securities, together with the amount set forth opposite its name on Exhibit C and Exhibit D hereto, and the Company shall issue and register such Additional Shares and/or Additional Pre-Funded Warrants in the name of such Investor, or in such nominee name(s) as designated by such Investor, in the same manner as set forth in Section 2.3(b).

(g) The sales made at the Second Closing shall be made on the terms and conditions set forth in this Agreement, provided that (i) the representations and warranties of the Company set forth in Section 3 hereof shall speak only as of the Initial Closing Date, and (ii) the representations and warranties of the Investors participating in the Second Closing set forth in Section 4 hereof shall speak as of the Second Closing Date.

(h) The parties hereby acknowledge and agree that the Second Closing shall be the final closing under this Agreement with respect to the purchase and sale of the Additional Shares and Additional Pre-Funded Warrants, and no other subsequent closing shall occur under this Agreement. Any Additional Shares and/or Additional Pre-Funded Warrants that remain unpurchased following the Second Closing, after giving effect to any reallocation pursuant to Section 2.3(d) and Section 2.3(e), shall not be sold pursuant to this Agreement.

2. Reference to and Effect on the Purchase Agreement. It is the express intention of the parties hereto that this Amendment shall not, and shall not be interpreted to, expand or reduce the rights of any party to the Original Agreement except as and solely to the extent expressly provided herein. Except as expressly provided by this Amendment, the Original Agreement shall continue and remain in full force and effect in accordance with its terms. All references to the Purchase Agreement shall hereafter mean the Original Agreement as amended by this Amendment.

3. Miscellaneous. Sections 9.4 (Severability), 9.5 (Governing Law; Submission to Jurisdiction; Venue; Waiver of Trial by Jury), 9.13 (Headings) and 9.14 (Counterparts) of the Original Agreement are hereby incorporated by reference, *mutatis mutandis*.

* * * * *

IN WITNESS WHEREOF, this Amendment to the Original Agreement has been duly executed and delivered by the parties hereto as of the date first written above.

COMPANY:

CAMP4 THERAPEUTICS CORPORATION

By: /s/ Josh Mandel-Brehm
Name: Josh Mandel-Brehm
Title: Chief Executive Officer

IN WITNESS WHEREOF, this Amendment to the Original Agreement has been duly executed and delivered by the parties hereto as of the date first written above.

INVESTOR:

[●]

By: ____________________________________
Name:
Title:

CAMP4

CAMP4 Therapeutics Announces Second Closing of $100 Million Private Placement

Proceeds of $50.1 million will be used to support the Company’s advancement of CMP-002 for the treatment of SYNGAP1-related disorder

CAMBRIDGE, Mass., August 04, 2026 (GLOBE NEWSWIRE) -- CAMP4 Therapeutics Corporation ("CAMP4" or "the Company") (Nasdaq: CAMP), a clinical-stage biopharmaceutical company developing a pipeline of regulatory RNA-targeting therapeutics designed to upregulate gene expression with the goal of restoring healthy protein levels to treat a broad range of genetic diseases, today announced the closing of the second tranche of its previously announced private placement pursuant to a securities purchase agreement, dated September 9, 2025, with certain institutional and accredited investors.

In connection with the second closing, the Company received approximately $50.1 million in gross proceeds in exchange for 10,756,498 shares of common stock priced at $1.53 per share of common stock, 39,306 shares of common stock priced at $1.65 to certain directors, employees and consultants of the Company, and 21,925,368 pre-funded warrants in lieu of common stock for $1.5299 for each pre-funded warrant sold in lieu of common stock. The Company intends to use the net proceeds from the private placement to support the continued advancement of CMP-002, for which the Company recently announced it had received clearance from Australia's Therapeutic Goods Administration and local Human Research Ethics Committee to initiate a Phase 1/2 clinical trial in SYNGAP1-related disorder, as well as to support the continued development of the Company’s early-stage pipeline.

Investors that participated in the second closing include Coastlands Capital, Janus Henderson Investors, Balyasny Asset Management, Vivo Capital, 5AM Ventures, Adage Capital Management LP, Trails Edge Capital Partners and CURE SYNGAP1.

Leerink Partners acted as lead placement agent in connection with the second closing. Piper Sandler & Co., Cantor Fitzgerald & Co. and Wedbush Securities Inc. acted as co-placement agents.

The securities offered in the private placement, including the shares underlying the pre-funded warrants, were sold in a transaction not involving a public offering and have not been registered under the Securities Act of 1933, as amended (the “Securities Act”), or under any applicable state securities laws. Accordingly, the securities may not be reoffered or resold in the United States except pursuant to an effective registration statement or an applicable exemption from the registration requirements of the Securities Act and such applicable state securities laws. The investors have been granted customary resale registration rights for the shares of common stock issuable upon exercise of the pre-funded warrants issued to them in the financing.
This press release shall not constitute an offer to sell or a solicitation of an offer to purchase the securities described herein, nor shall there be any sale of such securities in any jurisdiction in

which such offer, solicitation, or sale would be unlawful prior to registration or qualification under the securities laws of that jurisdiction.

For further information, please see the Company's current report on Form 8-K to be filed with the SEC.

About SYNGAP1-Related Disorder
SYNGAP1-related disorder (also referred to as SYNGAP1) is a rare, haploinsufficient CNS disorder caused by mutations in the SYNGAP1 gene, resulting in approximately 50% of normal SYNGAP protein levels. The condition affects over 10,000 individuals in the United States and is characterized by intellectual disability in 100% of patients, epilepsy in approximately 85%, severe behavioral problems in approximately 70%, sleep problems in approximately 60%, and limited communication, with approximately 30% of patients being non-verbal. There are currently no approved disease-modifying therapies for patients living with SYNGAP1.

About CMP-002
CMP-002 is CAMP4's lead investigational antisense oligonucleotide (ASO) therapeutic candidate designed to bind to a SYNGAP1-specific regRNA to increase SYNGAP1 gene expression and restore SYNGAP protein toward near wild-type levels. Administered intrathecally, CMP-002 has demonstrated dose-dependent increases in SYNGAP protein expression in patient-derived neurons, reversal of disease-relevant behavioral phenotypes in a humanized haploinsufficient mouse model, statistically significant improvement of seizure phenotypes and parameters in a chemically induced seizure mouse model, and broad brain distribution with significant SYNGAP protein upregulation in non-human primates.

About CAMP4 Therapeutics
CAMP4 is developing disease-modifying treatments for a broad range of genetic diseases where amplifying healthy protein may offer therapeutic benefits. Our approach amplifies mRNA by harnessing a fundamental mechanism of how genes are controlled. To amplify mRNA, our therapeutic ASO drug candidates target regulatory RNAs (regRNAs), which act locally on transcription factors and are the master regulators of gene expression. CAMP4's proprietary RAP Platform® enables the mapping of regRNAs and generation of therapeutic candidates designed to target the regRNAs associated with genes underlying haploinsufficient and recessive partial loss-of-function disorders, of which there are more than 1,200, in which a modest increase in protein expression may have the potential to be clinically meaningful.

Forward-Looking Statements
This press release contains forward-looking statements which involve risks, uncertainties and contingencies, many of which are beyond the control of the Company, which may cause actual results, performance, or achievements to differ materially from anticipated results, performance, or achievements. All statements other than statements of historical facts contained in this press release are forward-looking statements. In some cases, you can identify forward-looking statements by terms such as "may," "will," "should," "expect," "plan," "anticipate," "could," "intend," "target," "project," "contemplate," "believe," "estimate," "predict," "potential" or "continue" or the negative of these terms or other similar expressions, although not all forward-

looking statements contain these words. Forward-looking statements include, but are not limited to, statements regarding the Company’s planned use of proceeds from the private placement; the initiation, timing, conduct, and advancement of CMP-002 into a clinical trial; the potential therapeutic benefits of CMP-002; the Company’s regulatory, clinical and development plans; and the satisfaction of closing conditions. The forward-looking statements in this press release speak only as of the date of this press release and are subject to a number of known and unknown risks, uncertainties and assumptions that could cause the Company's actual results to differ materially from those anticipated in the forward-looking statements, including, but not limited to: the uncertainty of preclinical and clinical development, which is lengthy and expensive, and characterized by uncertain outcomes, and risks related to additional costs or delays in completing, or failing to complete, the development and commercialization of the Company's current product candidates or any future product candidates; the Company's dependence on the services of the Company's senior management and other clinical and scientific personnel, and the Company's ability to retain these individuals or recruit additional management or clinical and scientific personnel; risks related to the manufacturing of the Company's product candidates, which is complex, and the risk that the Company's third-party manufacturers may encounter difficulties in production; the Company's ability to obtain and maintain sufficient intellectual property protection for the Company's platform technology and product candidates; and other risks and uncertainties described in the section "Risk Factors" in the Company's Annual Report on Form 10-K for the year ended December 31, 2025 and Quarterly Report on Form 10-Q for the quarter ended March 31, 2026, as well as other information the Company files with the Securities and Exchange Commission. The forward-looking statements in this press release are inherently uncertain and are not guarantees of future events. Because forward-looking statements are inherently subject to risks and uncertainties, some of which cannot be predicted or quantified and some of which are beyond the Company's control, you should not unduly rely on these forward-looking statements. The events and circumstances reflected in the forward-looking statements may not be achieved or occur and actual future results, levels of activity, performance and events and circumstances could differ materially from those projected in the forward-looking statements. Moreover, the Company operates in an evolving environment. New risks and uncertainties may emerge from time to time, and management cannot predict all risks and uncertainties. Investors, potential investors, and others should give careful consideration to these risks and uncertainties. Except as required by applicable law, the Company does not undertake to publicly update or revise any forward-looking statements contained herein, whether as a result of any new information, future events, changed circumstances or otherwise.

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