

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

SCHEDULE 13D

Under the Securities Exchange Act of 1934
(Amendment No. __)*

Pasithea Therapeutics Corp.

(Name of Issuer)

Common Stock, par value \$0.0001 per share
(Title of Class of Securities)

70261F103

(CUSIP Number)

David Delaney
Concord Investment Partners Ltd.
60 St. Clair Avenue East, Suite 702,
Toronto, ON, M4T 1N5
Canada
(416) 951-9214

Avi Geller
Leonite Capital LLC
1 Hillcrest Center Drive Suite 232
Spring Valley, NY 10977
(845) 517-2340

Eric Shahinian
Camac Partners, LLC
350 Park Avenue, 13th Floor
New York, NY 10022
(914) 629-8496

With a copy to:
Douglas K. Schnell
Wilson Sonsini Goodrich & Rosati
Professional Corporation
650 Page Mill Road
Palo Alto, CA 94304
(650) 493-9300

(Name, Address and Telephone Number of Person Authorized to
Receive Notices and Communications)

May 22, 2022

(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition which is the subject of this Schedule 13D, and is filing this schedule because of §§ 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box:

Note. Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See § 240.13d-7 for other parties to whom copies are to be sent.

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, *see* the Notes).

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(1) NAMES OF REPORTING PERSONS
Concord IP2 Ltd.

(2) CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (see instructions)
(a) (b)

(3) SEC USE ONLY

(4) SOURCE OF FUNDS (see instructions) WC, OO		
(5) CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) or 2(e) <input type="checkbox"/>		
(6) CITIZENSHIP OR PLACE OF ORGANIZATION Province of Ontario		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	(7) SOLE VOTING POWER 0 shares	
	(8) SHARED VOTING POWER 191,321 shares	
	(9) SOLE DISPOSITIVE POWER 0 shares	
	(10) SHARED DISPOSITIVE POWER 191,321 shares	
	(11) AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 191,321 shares	
	(12) CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (see instructions) <input type="checkbox"/>	
(13) PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) Less than 1%*		
(14) TYPE OF REPORTING PERSON (see instructions) CO		

* Percentage calculated based on 23,287,818 shares of common stock, par value \$0.0001 per share, outstanding as of May 9, 2022, as reported in the Form 10-Q for the quarterly period ended March 31, 2022, of Pasithea Therapeutics Corp.

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(1) NAMES OF REPORTING PERSONS Elderhill Corporation		
(2) CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (see instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>		
(3) SEC USE ONLY		
(4) SOURCE OF FUNDS (see instructions) WC, OO		
(5) CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) or 2(e) <input type="checkbox"/>		
(6) CITIZENSHIP OR PLACE OF ORGANIZATION Province of Ontario		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	(7) SOLE VOTING POWER 0 shares	
	(8) SHARED VOTING POWER 35,200 shares	
	(9) SOLE DISPOSITIVE POWER 0 shares	
	(10) SHARED DISPOSITIVE POWER 35,200 shares	
	(11) AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 35,200 shares	
	(12) CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (see instructions) <input type="checkbox"/>	
(13) PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) Less than 1%*		
(14) TYPE OF REPORTING PERSON (see instructions) CO		

* Percentage calculated based on 23,287,818 shares of common stock, par value \$0.0001 per share, outstanding as of May 9, 2022, as reported in the Form 10-Q for the quarterly period ended March 31, 2022, of Pasithea Therapeutics Corp.

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(1) NAMES OF REPORTING PERSONS David Delancy

(2) CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (see instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
(3) SEC USE ONLY	
(4) SOURCE OF FUNDS (see instructions) AF	
(5) CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) or 2(e) <input type="checkbox"/>	
(6) CITIZENSHIP OR PLACE OF ORGANIZATION Canada	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	(7) SOLE VOTING POWER 0 shares
	(8) SHARED VOTING POWER 226,521 shares
	(9) SOLE DISPOSITIVE POWER 0 shares
	(10) SHARED DISPOSITIVE POWER 226,521 shares
	(11) AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 226,521 shares
(12) CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (see instructions) <input type="checkbox"/>	
(13) PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) Less than 1%*	
(14) TYPE OF REPORTING PERSON (see instructions) IN	

* Percentage calculated based on 23,287,818 shares of common stock, par value \$0.0001 per share, outstanding as of May 9, 2022, as reported in the Form 10-Q for the quarterly period ended March 31, 2022, of Pasithea Therapeutics Corp.

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(1) NAMES OF REPORTING PERSONS Leonite Capital LLC	
(2) CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (see instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
(3) SEC USE ONLY	
(4) SOURCE OF FUNDS (see instructions) WC, OO	
(5) CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) or 2(e) <input type="checkbox"/>	
(6) CITIZENSHIP OR PLACE OF ORGANIZATION Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	(7) SOLE VOTING POWER 0 shares
	(8) SHARED VOTING POWER 1,034,702 shares
	(9) SOLE DISPOSITIVE POWER 0 shares
	(10) SHARED DISPOSITIVE POWER 1,034,702 shares
	(11) AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 1,034,702 shares
(12) CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (see instructions) <input type="checkbox"/>	
(13) PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 4.4%*	
(14) TYPE OF REPORTING PERSON (see instructions) CO	

* Percentage calculated based on 23,287,818 shares of common stock, par value \$0.0001 per share, outstanding as of May 9, 2022, as reported in the Form 10-Q for the quarterly period ended March 31, 2022, of Pasithea Therapeutics Corp.

(1) NAMES OF REPORTING PERSONS Avi Geller	
(2) CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (see instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
(3) SEC USE ONLY	
(4) SOURCE OF FUNDS (see instructions) AF	
(5) CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) or 2(e) <input type="checkbox"/>	
(6) CITIZENSHIP OR PLACE OF ORGANIZATION United States of America	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	(7) SOLE VOTING POWER 0 shares
	(8) SHARED VOTING POWER 1,034,702 shares
	(9) SOLE DISPOSITIVE POWER 0 shares
	(10) SHARED DISPOSITIVE POWER 1,034,702 shares
	(11) AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 1,034,702 shares
(12) CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (see instructions) <input type="checkbox"/>	
(13) PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 4.4%*	
(14) TYPE OF REPORTING PERSON (see instructions) IN	

* Percentage calculated based on 23,287,818 shares of common stock, par value \$0.0001 per share, outstanding as of May 9, 2022, as reported in the Form 10-Q for the quarterly period ended March 31, 2022, of Pasithea Therapeutics Corp.

(1) NAMES OF REPORTING PERSONS Camac Partners, LLC	
(2) CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (see instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
(3) SEC USE ONLY	
(4) SOURCE OF FUNDS (see instructions) AF	
(5) CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) or 2(e) <input type="checkbox"/>	
(6) CITIZENSHIP OR PLACE OF ORGANIZATION Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	(7) SOLE VOTING POWER 0 shares
	(8) SHARED VOTING POWER 77,879 shares
	(9) SOLE DISPOSITIVE POWER 0 shares
	(10) SHARED DISPOSITIVE POWER 77,879 shares
	(11) AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 77,879 shares
(12) CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (see instructions) <input type="checkbox"/>	
(13) PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) Less than 1%*	
(14) TYPE OF REPORTING PERSON (see instructions) OO	

* Percentage calculated based on 23,287,818 shares of common stock, par value \$0.0001 per share, outstanding as of May 9, 2022, as reported in the Form 10-Q for the quarterly period ended March 31, 2022, of Pasithea Therapeutics Corp.

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(1) NAMES OF REPORTING PERSONS Camac Capital, LLC	
(2) CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (see instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
(3) SEC USE ONLY	
(4) SOURCE OF FUNDS (see instructions) AF	
(5) CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) or 2(e) <input type="checkbox"/>	
(6) CITIZENSHIP OR PLACE OF ORGANIZATION Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	(7) SOLE VOTING POWER 0 shares
	(8) SHARED VOTING POWER 77,879 shares
	(9) SOLE DISPOSITIVE POWER 0 shares
	(10) SHARED DISPOSITIVE POWER 77,879 shares
	(11) AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 77,879 shares
(12) CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (see instructions) <input type="checkbox"/>	
(13) PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) Less than 1%*	
(14) TYPE OF REPORTING PERSON (see instructions) OO	

* Percentage calculated based on 23,287,818 shares of common stock, par value \$0.0001 per share, outstanding as of May 9, 2022, as reported in the Form 10-Q for the quarterly period ended March 31, 2022, of Pasithea Therapeutics Corp.

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(1) NAMES OF REPORTING PERSONS Camac Fund, LP	
(2) CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (see instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
(3) SEC USE ONLY	
(4) SOURCE OF FUNDS (see instructions) WC	
(5) CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) or 2(e) <input type="checkbox"/>	
(6) CITIZENSHIP OR PLACE OF ORGANIZATION Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	(7) SOLE VOTING POWER 0 shares
	(8) SHARED VOTING POWER 77,879 shares
	(9) SOLE DISPOSITIVE POWER 0 shares
	(10) SHARED DISPOSITIVE POWER 77,879 shares
	(11) AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 77,879 shares
(12) CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (see instructions) <input type="checkbox"/>	
(13) PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) Less than 1%*	

(14) TYPE OF REPORTING PERSON (see instructions)
PN

* Percentage calculated based on 23,287,818 shares of common stock, par value \$0.0001 per share, outstanding as of May 9, 2022, as reported in the Form 10-Q for the quarterly period ended March 31, 2022, of Pasithea Therapeutics Corp.

CUSIP No. 70261F103

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(1) NAMES OF REPORTING PERSONS Eric Shahinian	
(2) CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (see instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
(3) SEC USE ONLY	
(4) SOURCE OF FUNDS (see instructions) AF	
(5) CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) or 2(e) <input type="checkbox"/>	
(6) CITIZENSHIP OR PLACE OF ORGANIZATION United States of America	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	(7) SOLE VOTING POWER 0 shares
	(8) SHARED VOTING POWER 77,879 shares
	(9) SOLE DISPOSITIVE POWER 0 shares
	(10) SHARED DISPOSITIVE POWER 77,879 shares
(11) AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 77,879 shares	
(12) CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (see instructions) <input type="checkbox"/>	
(13) PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) Less than 1%*	
(14) TYPE OF REPORTING PERSON (see instructions) IN	

* Percentage calculated based on 23,287,818 shares of common stock, par value \$0.0001 per share, outstanding as of May 9, 2022, as reported in the Form 10-Q for the quarterly period ended March 31, 2022, of Pasithea Therapeutics Corp.

Item 1. Security and Issuer.

The securities to which this statement on Schedule 13D (this "Statement") relates are the common stock, par value \$0.0001 per share (the "Common Stock"), of Pasithea Therapeutics Corp., a Delaware corporation (the "Issuer"). The address of the principal executive offices of the Issuer is 1111 Lincoln Road, Suite 500, Miami Beach, Florida 33139.

Item 2. Identity and Background.

(a) *Name*

This Statement is filed by:

- (i) the "Concord Persons," which are Concord IP2 Ltd., a corporation organized under the laws of the Province of Ontario ("Concord"), Elderhill Corporation, a corporation organized under the laws of the Province of Ontario ("Elderhill"), and David Delaney;
- (ii) the "Leonite Persons," which are Leonite Capital LLC, a Delaware corporation ("Leonite"), and Avi Geller; and
- (iii) the "Camac Persons," which are Camac Partners, LLC, a Delaware limited liability company ("Camac Partners"), Camac Capital, LLC, a Delaware limited liability company ("Camac Capital"), Camac Fund, LP, a Delaware limited partnership ("Camac Fund"), and Eric Shahinian.

The Concord Persons, the Leonite Persons and the Camac Persons are referred to collectively as the "Reporting Persons."

Each of the Reporting Persons is party to the Joint Filing and Advocacy Agreement, as further described in Item 4 and filed as an exhibit to this Statement. Accordingly, the Reporting Persons are making a joint filing.

(b) *Residence or Business Address*

The address of the principal business and principal office of each of the Reporting Persons is:

- (i) the Concord Persons: c/o Concord Investment Partners Ltd., 60 St. Clair Avenue East, Suite 702, Toronto, ON, M4T 1N5 Canada;
- (ii) the Leonite Persons: 1 Hillcrest Center Drive Suite 232 Spring Valley, NY 10977; and
- (iii) the Camac Persons: 350 Park Avenue, 13th Floor, New York, NY 10022.
- (c) *Present Principal Occupation or Employment and the Name, Principal Business and Address of any Corporation or Other Organization in Which Such Employment Is Conducted*

The principal business of Concord and Elderhill is investing in securities. The principal occupation of Mr. Delaney is serving as the President and Chief Executive Officer of Concord Investment Partners Ltd. Mr. Delaney is the sole officer and director of each of Concord and Elderhill.

The principal business of Leonite is serving as a holding company for a family office. The principal occupation of Mr. Geller is serving as chief investment officer of Leonite.

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The principal business of Camac Fund is investing in securities. Camac Partners is the investment manager of Camac Fund. Camac Capital is the general partner of Camac Fund. The principal occupation of Mr. Shahinian is serving as the manager of Camac Capital.

(d) *Criminal Convictions*

During the past five years, none of the Reporting Persons has been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).

(e) *Civil Proceedings*

During the past five years, none of the Reporting Persons has been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding such person was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

(f) *Citizenship*

Concord and Elderhill are both corporations organized under the laws of the Province of Ontario. Mr. Delaney is a citizen of Canada.

Leonite is a Delaware corporation. Mr. Geller is a citizen of the United States of America.

Camac Partners and Camac Capital are both Delaware limited liability companies. Camac Fund is a Delaware limited partnership. Mr. Shahinian is a citizen of the United States of America.

Item 3. Source and Amount of Funds or Other Consideration.

The shares of Common Stock purchased by Concord and Elderhill were purchased with working capital (which may, at any given time, include margin loans made by brokerage firms in the ordinary course of business). The aggregate purchase price of the 226,521 shares of Common Stock beneficially owned by the Concord Persons is approximately \$285,300 (including brokerage commissions and transaction costs).

The shares of Common Stock purchased by Leonite were purchased with working capital (which may, at any given time, include margin loans made by brokerage firms in the ordinary course of business). The aggregate purchase price of the 1,034,702 shares of Common Stock beneficially owned by the Leonite Persons is approximately \$1,262,500 (including brokerage commissions and transaction costs).

The shares of Common Stock purchased by Camac were purchased with working capital (which may, at any given time, include margin loans made by brokerage firms in the ordinary course of business). The aggregate purchase price of the 77,879 shares of Common Stock beneficially owned by the Leonite Persons is approximately \$66,057 (including brokerage commissions and transaction costs).

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Item 4. Purpose of Transaction.

The Reporting Persons purchased the shares of Common Stock for investment purposes, and such purchases have been made in the ordinary course of business of the Reporting Persons. The Reporting Persons believe that the shares of Common Stock are undervalued and represent an attractive investment opportunity.

The Reporting Persons may further purchase, hold, vote, trade, dispose or otherwise deal in the Common Stock (or derivative or other instruments that are based or relate to the value of the securities of the Issuer, including entering into transactions that increase or hedge their economic exposure to the Common Stock without affecting their beneficial ownership of the Common Stock) at times, and in such manner, as they deem advisable to benefit from, among other things, (1) changes in the market prices of the Common Stock or the value of the Issuer; (2) changes in the Issuer's operations, governance, capital policies, business strategy or prospects; or (3) from the sale or merger of the Issuer. To evaluate such alternatives, the Reporting Persons will closely monitor the Issuer's operations, financial policies, prospects, business development, management, competitive and strategic matters, and capital structure, as well as prevailing market conditions other economic, securities markets and investment considerations. The Reporting Persons may discuss such matters with the management or board of directors of the Issuer (the "Board"), other stockholders of the Issuer, industry analysts, existing or potential strategic partners, acquirers or competitors of the Issuer, investment and financing professionals, sources of credit, and other investors. Such evaluations and discussions may materially affect, and result in, among other things, the Reporting Persons (1) modifying their ownership of the Common Stock (or derivative or other instruments that are based or relate to the value of the securities of the Issuer); (2) exchanging information with the Issuer or other stockholders of the Issuer pursuant to appropriate confidentiality or similar agreements; (3) proposing changes in the Issuer's operations, governance, capitalization or other operational or strategic initiatives; (4) pursuing a transaction that would result in the Reporting Persons' acquisition of all or a controlling interest in the Issuer; or (5) pursuing one or more of the other actions described in subsections (a) through (j) of Item 4 of Schedule 13D.

In addition to the information disclosed in this Statement, the Reporting Persons reserve the right to (1) formulate other plans and proposals; (2) take any actions with respect to their investment in the Issuer, including any or all of the actions set forth in subsections (a) through (j) of Item 4 of Schedule 13D; (3) seek to remove and replace members of the Board; (4) nominate individuals for election to the Board; (5) seek to call a special meeting of the Issuer's stockholders; and (6) seek to take action by written consent of the Issuer's stockholders. The Reporting Persons may at any time reconsider and change their plans or proposals relating to the foregoing.

As of May 22, 2022, the Reporting Persons agreed to coordinate their activities with respect to the Issuer. As of May 31, 2022, the Reporting Persons entered into a

Joint Filing and Advocacy Agreement in which, among other things, the Reporting Persons agreed to (1) the joint filing on behalf of each of them of statements on Schedule 13D, and any amendments thereto, with respect to the securities of the Company; and (2) the coordination of their activities with respect to the Issuer. The foregoing description of the Joint Filing and Advocacy Agreement is qualified in its entirety by reference to the full text of the Joint Filing and Advocacy Agreement, which is attached as Exhibit 1 and is incorporated by reference.

On June 1, 2022, the Reporting Persons sent a letter to the Issuer (the "June 1 Letter"). The June 1 Letter outlines the Reporting Persons' concerns with the Issuer, including (1) the 83% decline in the Issuer's stock price since the Issuer's initial public offering; (2) the substantial discount to the Issuer's cash value per share implied by the Issuer's current valuation; (3) and concerns regarding the compensation paid to the members of the Board. The June 1 Letter notes the Reporting Persons' belief that the Board should be significantly reconstituted. The June 1 Letter also cautions the Board against pursuing actions that would impede the stockholder franchise or be value destructive. The foregoing description of the June 1 Letter is qualified in its entirety by reference to the full text of the June 1 Letter, which is attached as Exhibit 2 and is incorporated by reference.

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Item 5. Interest in Securities of the Issuer.

(a) and (b) The responses of the Reporting Persons to rows 7, 8, 9, 10, 11 and 13 on the cover pages of this Statement are incorporated herein by reference. As of 4 p.m., Eastern time, May 31, 2022, the Reporting Persons beneficially owned 1,339,102 shares of Common Stock, representing approximately 5.8% of the outstanding shares of Common Stock. The percentage in this paragraph relating to beneficial ownership of the Common Stock is based on 23,287,818 shares of Common Stock outstanding as of May 9, 2022, as reported in the Form 10-Q for the quarterly period ended March 31, 2022, of the Issuer.

As the sole director and officer of Concord and Elderhill, Mr. Delaney may be deemed to have the power to direct the voting and disposition of the shares of Common Stock beneficially owned by Concord and Elderhill, and may be deemed to be the indirect beneficial owner of such shares. Mr. Delaney disclaims beneficial ownership of such shares for all other purposes

As the chief investment officer of Leonite, Mr. Geller may be deemed to have the power to direct the voting and disposition of the shares of Common Stock beneficially owned by Leonite, and may be deemed to be the indirect beneficial owner of such shares. Mr. Geller disclaims beneficial ownership of such shares for all other purposes.

Each of Camac Capital and Camac Partners may be deemed to have the power to direct the voting and disposition of the shares of Common Stock beneficially owned by Camac Fund and may be deemed to be the indirect beneficial owner of such shares. Each of Camac Capital and Camac Fund disclaims beneficial ownership of such shares for all other purposes.

As the manager of Camac Capital, Mr. Shahinian may be deemed to have the power to direct the voting and disposition of the shares of Common Stock beneficially owned by Camac Fund, and may be deemed to be the indirect beneficial owner of such shares. Mr. Shahinian disclaims beneficial ownership of such shares for all other purposes

By virtue of the discussions between the Reporting Persons regarding the Issuer and the Joint Filing and Advocacy Agreement, the Reporting Persons may be deemed to have formed a "group" within the meaning of Section 13(d)(3) of the Exchange Act. Each Reporting Person, as a member of a "group" with the other Reporting Persons for the purposes of Section 13(d)(3) of the Securities Exchange Act of 1934, as amended, may be deemed to be the beneficial owner of the shares of Common Stock directly owned by the other Reporting Persons.

To the knowledge of each of the Reporting Persons, other than as set forth above, none of the persons named in Item 2 is the beneficial owner of any shares of Common Stock.

(c) Except as set forth in Schedule A, none of the Reporting Persons has effected any transactions in the Common Stock in the last 60 days.

(d) No other person is known to the Reporting Persons to have the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, the shares of Common Stock covered by this Statement.

(e) Not applicable.

Item 6. Contracts, Arrangements, Understandings or Relationships With Respect to Securities of the Issuer.

Other than as described in this Statement, to the knowledge of the Reporting Persons, there are no contracts, arrangements, understandings or relationships (legal or otherwise) among the Reporting Persons or between the Reporting Persons and any other persons with respect to any securities of the Issuer, including but not limited to transfer or voting of any of the securities, finder's fees, joint ventures, loan or option arrangements, puts or calls, guarantees of profits, division of profits or loss, or the giving or withholding of proxies.

Item 7. Material to be Filed as Exhibits.

The following documents are filed as exhibits:

Exhibit Number	Description
1	Joint Filing and Advocacy Agreement, dated as of May 31, 2022.
2	Letter to the Issuer's Board of Directors, dated June 1, 2022.

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SIGNATURES

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dated: June 1, 2022

CONCORD IP2 LTD.

By: /s/ David Delaney
Name: David Delaney

Title: President

ELDERHILL CORPORATION

By: /s/ David Delaney

Name: David Delaney

Title: President

/s/ David Delaney

David Delaney

LEONITE CAPITAL LLC

By: /s/ Avi Geller

Name: Avi Geller

Title: CIO

/s/ Avi Geller

Avi Geller

CAMAC PARTNERS, LLC

By: Camac Capital, LLC
its general partner

By: /s/ Eric Shahinian

Name: Eric Shahinian

Title: Managing Member of the GP

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CAMAC CAPITAL, LLC

By: /s/ Eric Shahinian

Name: Eric Shahinian

Title: Managing Member

CAMAC FUND, LP

By: Camac Capital, LLC
its general partner

By: /s/ Eric Shahinian

Name: Eric Shahinian

Title: Managing Member of the GP

/s/ Eric Shahinian

Eric Shahinian

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Transactions by the Reporting Persons in the Past 60 Days

The following table sets forth all transactions with respect to the Common Stock effected in the last 60 days by or on behalf of the Reporting Persons, inclusive of any transactions effected through 4:00 p.m., Eastern time, on May 31, 2022.

Beneficial Ownership	Transaction Date	Purchase or Sale	Quantity	Price per Share (excluding commission)	How Effected
Camanc Fund LP	05/31/2022	Purchase	77,879	\$ 0.84	Open market
Concord IP2 Ltd.	04/21/2022	Purchase	293	\$ 1.22	Open market
Concord IP2 Ltd.	04/21/2022	Purchase	746	\$ 1.23	Open market
Concord IP2 Ltd.	04/21/2022	Purchase	15,000	\$ 1.25	Open market
Concord IP2 Ltd.	04/21/2022	Purchase	4,200	\$ 1.22	Open market
Concord IP2 Ltd.	04/21/2022	Purchase	226	\$ 1.23	Open market
Concord IP2 Ltd.	04/21/2022	Purchase	2,000	\$ 1.22	Open market
Concord IP2 Ltd.	04/21/2022	Purchase	3,865	\$ 1.24	Open market
Concord IP2 Ltd.	04/21/2022	Purchase	6,135	\$ 1.25	Open market
Concord IP2 Ltd.	04/21/2022	Purchase	3,590	\$ 1.24	Open market
Concord IP2 Ltd.	05/12/2022	Purchase	155,266	\$ 1.28	Private purchase
Elderhill Corporation	04/21/2022	Purchase	10,000	\$ 1.21	Open market
Elderhill Corporation	04/22/2022	Purchase	5,000	\$ 1.19	Open market
Elderhill Corporation	04/25/2022	Purchase	2,990	\$ 1.16	Open market
Elderhill Corporation	04/26/2022	Purchase	4,614	\$ 1.16	Open market
Elderhill Corporation	04/27/2022	Purchase	400	\$ 1.15	Open market
Elderhill Corporation	04/28/2022	Purchase	1,000	\$ 1.16	Open market
Elderhill Corporation	04/29/2022	Purchase	5,000	\$ 1.17	Open market
Elderhill Corporation	05/02/2022	Purchase	132	\$ 1.17	Open market
Elderhill Corporation	05/03/2022	Purchase	6,064	\$ 1.17	Open market
Leonite Capital LLC	03/02/2022	Purchase	66,116	\$ 1.05	Open market

Leonite Capital LLC	03/03/2022	Purchase	100,781	\$	1.08	Open market
Leonite Capital LLC	03/04/2022	Purchase	108,103	\$	1.11	Open market
Leonite Capital LLC	03/07/2022	Purchase	60,000	\$	1.16	Open market
Leonite Capital LLC	03/08/2022	Purchase	58,000	\$	1.12	Open market
Leonite Capital LLC	03/09/2022	Purchase	57,000	\$	1.21	Open market
Leonite Capital LLC	03/10/2022	Purchase	25,000	\$	1.23	Open market
Leonite Capital LLC	03/11/2022	Purchase	25,000	\$	1.22	Open market
Leonite Capital LLC	03/22/2022	Purchase	44,425	\$	1.34	Open market
Leonite Capital LLC	03/23/2022	Purchase	29,525	\$	1.34	Open market
Leonite Capital LLC	03/24/2022	Purchase	45,550	\$	1.34	Open market
Leonite Capital LLC	03/25/2022	Purchase	43,643	\$	1.34	Open market
Leonite Capital LLC	03/28/2022	Purchase	45,594	\$	1.34	Open market
Leonite Capital LLC	03/29/2022	Purchase	52,700	\$	1.37	Open market
Leonite Capital LLC	03/30/2022	Purchase	73,672	\$	1.42	Open market
Leonite Capital LLC	03/31/2022	Purchase	64,593	\$	1.28	Open market
Leonite Capital LLC	04/04/2022	Purchase	30,000	\$	1.26	Open market
Leonite Capital LLC	04/05/2022	Purchase	40,000	\$	1.25	Open market
Leonite Capital LLC	04/06/2022	Purchase	35,000	\$	1.23	Open market
Leonite Capital LLC	05/02/2022	Purchase	30,000	\$	0.98	Open market

JOINT FILING AND ADVOCACY AGREEMENT

This joint filing and advocacy agreement (this “**Agreement**”), dated as of May 31, 2022 (the “**Effective Date**”), is between (a) Concord IP2 Ltd., Elderhill Corporation and David Delaney (collectively the “**Concord Persons**”); (b) Leonite Capital, LLC and Avi Geller (collectively, the “**Leonite Persons**”); and (c) Camac Partners, LLC, Camac Capital, LLC, Camac Fund, LP and Eric Shahinian (collectively, the “**Camac Persons**”). The parties to this Agreement are each referred to as a “**Party**.”

RECITALS

- A. Certain of the Parties are stockholders, direct or beneficial, of Pasithea Therapeutics Corp. (the “**Company**”).
- B. As of the Effective Date, the Parties agreed to coordinate their efforts with respect to the Company.

AGREEMENT

The Parties therefore agree as follows:

1. *Joint Filing.* In accordance with Rule 13d-1(k)(1)(iii) under the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”), each Party agrees to the joint filing on behalf of each of them of statements on Schedule 13D, and any amendments thereto, with respect to the securities of the Company (including, options to purchase or sell securities of the Company, and swaps, synthetics and other derivative securities or instruments the value of which is solely and directly related to equity securities of the Company) (collectively, “**Securities**”). Each Party will be responsible for the accuracy and completeness of such Party’s disclosure in any such filing, and is not responsible for the accuracy and completeness of the information concerning the other Parties, unless such Party knows or has reason to know that such information is inaccurate.

2. *Coordinated Activities.* From and after the Effective Date, the Parties intend to coordinate their activities with each other as such activities relate to the Company. In furtherance thereof, the Parties will use their respective reasonable best efforts to consult with each other in connection with the following matters: (a) the manner, form, content and timing of any communications with the Company or any of its other stockholders, whether written or oral, including (i) the selection of nominees to serve as directors of the Company; (ii) making, revising, or withdrawing any proposals to other stockholders of the Company or to the Company; and (iii) the conduct of any proxy contest, consent solicitation, call of a special meeting of stockholders or similar actions in respect of the Company; (b) the manner, form, content and timing of any regulatory or public disclosures (including the filing of a Schedule 13D (or any amendment thereof)), public statements or other communications relating to the Company, the Securities, this Agreement or the activities contemplated by this Agreement (except that if such disclosure, statement or communication is required by law, regulation or fund documentation applicable to a Party, such Party may make such required disclosure, statement or other communication without the agreement of the other Parties, but only if such Party has delivered prior notice thereof to the other Parties); (c) any significant decisions in connection with the Company or the activities contemplated by this Agreement; (d) admission of any additional members to any group (within the meaning of Section 13 of the Exchange Act) with respect to the Securities that includes any Party, whether formed by this Agreement or otherwise; and (e) entering into any confidentiality, extension, settlement, cooperation, standstill or other similar agreement with the Company. Each Party agrees to vote or consent its applicable Securities in favor of any person nominated by the Parties for election to the Company’s board of directors. It is understood and agreed that none of the Concord Persons, the Leonite Persons or the Camac Persons will acquire more than five percent of the then-outstanding common stock of the Company without the prior consent of the Concord Person and the Leonite Persons.

3. *Costs and Expenses.* Each Party will bear its own expenses in connection with this Agreement, except (a) that the Parties agree to share all fees and expenses in respect of any mutually agreed advisors that are engaged by or on behalf of the Parties on a pro rata basis based on the highest shareholdings of each Party in the calendar month in which the expenses are incurred, and will be paid on a pro rata basis as fees are incurred; and (b) as otherwise agreed in writing by the Parties.

4. *Limited Relationship.* Nothing in this Agreement will be construed to authorize any Party to act as an agent for any other Party, or to create a joint venture or partnership, or to constitute an indemnification, other than as previously agreed in writing. Except as otherwise provided in this Agreement, this Agreement will not restrict any Party’s right to purchase or sell Securities as it deems appropriate, in its sole discretion, so long as all such purchases and sales are made in compliance with all applicable securities laws and this Agreement. Notwithstanding anything to the contrary in this Agreement, no Party will have liability of any kind whatsoever to any other Party, including in connection with the execution of any trade in Securities, except in the case of a breach of this agreement, a violation of applicable law or regulations, fraud, willful misconduct or gross negligence by the first Party.

5. *Termination.* Each Party agrees to not dispose of any Securities while this Agreement is in effect without the prior consent of the other Parties. Acting collectively, the Parties can terminate this Agreement at any time. Following any termination of this Agreement, the Parties will cooperate to take such actions as may be necessary or required publicly to disclose such termination or the consequences thereof.

6. *Filing Requirement.* Each of the Parties agrees that this Agreement will be filed as an exhibit to any Schedule 13D that may in the future be required to be filed under applicable law pursuant to Rule 13d-1(k)(1)(iii) under the Exchange Act.

7. *Regulatory Reporting.* Each Party will be responsible for the accuracy and completeness of its own disclosure required to be made under applicable law or regulation with any regulatory authority or stock exchange, and will not be responsible for the accuracy or completeness of the information concerning the other Party. The Parties will use their respective reasonable best efforts to promptly share information with each other regarding their trading in Securities in order to facilitate timely regulatory or public disclosures. The Parties will use their respective reasonable best efforts to cooperate in connection with any other regulatory filing that may be required to be made in connection with the matters contemplated by this Agreement.

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8. *Entire Agreement.* This Agreement constitutes the entire agreement among the Parties with respect to the subject matter of this Agreement and supersedes all prior agreements and understandings, both written and oral, among the Parties with respect to the subject matter of this Agreement. This Agreement is solely for the benefit of the Parties and no other person or entity will have any rights under this Agreement.

9. *Severability.* In the event that any provision of this Agreement, or the application thereof, becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of this Agreement will continue in full force and effect, and the application of such provision to the other Parties or circumstances will be interpreted so as reasonably to effect the intent of the Parties. The Parties further agree to replace such void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the economic, business and other purposes of such void or unenforceable provision.

10. *Notices.* All notices permitted or required under this Agreement must be in writing and be delivered personally or sent by overnight express mail or courier or sent by electronic mail to the other Parties at the address below (or at such other address as a Party may designate in writing to the other Parties in the manner specified in this section) and will be effective at the earlier of the date received or, if by electronic mail, upon confirmation of receipt.

If intended for the Concord Persons:

Concord Investment Partners Ltd.
60 St. Clair Avenue East, Suite 702
Toronto, ON, M4T 1N5
Canada
Attention: David Delaney
Email: ddelaney@concordinvestmentpartners.com

If intended for the Leonite Persons:

Leonite Capital, LLC
1 Hillcrest Center Drive Suite 232
Spring Valley, NY 10977
United States of America
Attention: Avi Geller
Email: avi@leonitecap.com

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If intended for the Camac Persons:

Camac Partners, LLC
350 Park Avenue, 13th Floor
New York, NY 10022
United States of America
Attention: Eric Shahinian
Email: eric@camacpartners.com

11. *Counterparts.* This Agreement and any amendments may be executed in one or more counterparts, all of which will be considered one and the same agreement and will become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Parties, it being understood that all Parties need not sign the same counterpart. Any such counterpart, to the extent delivered by fax or .pdf, .tif, .gif, .jpg or similar attachment to electronic mail (any such delivery, an “**Electronic Delivery**”), will be treated in all manner and respects as an original executed counterpart and will be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No Party may raise the use of an Electronic Delivery to deliver a signature, or the fact that any signature or agreement or instrument was transmitted or communicated through the use of an Electronic Delivery, as a defense to the formation of a contract, and each Party forever waives any such defense, except to the extent that such defense relates to lack of authenticity.

12. *Jurisdiction; Governing Law.* Each Party irrevocably and unconditionally consents to submit to the exclusive jurisdiction of the Court of Chancery of the State of Delaware (the “**Chancery Court**”) for any action, suit or proceeding arising out of or relating to this Agreement (and agrees not to commence any action, suit, or proceeding relating thereto except in the Chancery Court). To the extent that the Chancery Court would not have subject matter jurisdiction over any such action, suit or proceeding, each Party irrevocably and unconditionally consents to submit to the exclusive jurisdiction of any state or federal court in the State of Delaware (such courts, together with the Chancery Court, the “**Chosen Courts**”). Each Party irrevocably and unconditionally waives any objection to the laying of venue of any action, suit or proceeding arising out of or relating to this Agreement in the Chosen Courts, and further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in any Chosen Court has been brought in an inconvenient forum. The Parties agree that a final judgment no longer subject to appeal in any such dispute will be conclusive and may be enforced in other jurisdictions by suits on the judgment or in any other manner provided by law. EACH PARTY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT. This Agreement is governed by and construed in accordance with the laws of the State of Delaware.

13. *Specific Performance.* Each Party acknowledges that (a) the Parties would be irreparably injured by a breach of this Agreement; and (b) monetary remedies would be inadequate to protect the non-breaching Parties against any actual or threatened breach or continuation of any breach of this Agreement. Without prejudice to any other rights and remedies otherwise available to the non-breaching Parties, each Party agrees to (i) the granting of equitable relief, including injunctive relief and specific performance, in the other Parties’ favor without proof of actual damages in the event of the actual or threatened breach of this Agreement; and (ii) waive any requirement for the securing or posting of any bond in connection with any such remedy. Such remedy will not be deemed to be the exclusive remedy for a breach of this Agreement but will be in addition to all other remedies available at law or equity to the non-breaching Parties.

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14. *Privilege; Joint Defense.* Each Party understands and agrees that the Parties have a commonality of interest with respect to matters that are the subject of this Agreement and it is the desire, intention and mutual understanding of the Parties that the sharing of materials or any communications between the Parties will remain confidential and is not intended to, and will not, waive or diminish in any way each Party’s protection under the attorney-client privilege, work product doctrine or other applicable privilege. All information that is entitled to protection under the attorney-client privilege, work product doctrine or other applicable privilege will remain entitled to such protection under these privileges, this Agreement, and under the joint defense doctrine.

15. *Interpretations.*

(a) *Hereof, Including, etc.* When used in this Agreement, (i) the words “hereof,” “herein” and “herewith” and words of similar import will, unless otherwise stated, be construed to refer to this Agreement as a whole and not to any particular provision of this Agreement; and (ii) the words “include,” “includes” and “including” will be deemed in each case to be followed by the words “without limitation.”

(b) *Neither, etc.* Unless the context otherwise requires, “neither,” “nor,” “any,” “either” and “or” are not exclusive.

(c) *Gender and Number.* The meaning assigned to each capitalized term defined and used in this Agreement is equally applicable to both the singular and the plural forms of such term, and words denoting any gender include all genders. Where a word or phrase is defined in this Agreement, each of its other grammatical forms has a corresponding meaning. All terms defined in this Agreement will have the defined meanings when used in any certificate or other document made or delivered pursuant to this Agreement unless otherwise defined in such certificate or document.

(d) *References to Parties.* When reference is made to any Party, such reference includes that Party’s successors and permitted assigns.

(e) *Legislation.* A reference to any specific legislation or to any provision of any legislation includes any amendment to, and any modification, re-enactment or successor thereof, any legislative provision substituted therefor and all rules, regulations and statutory instruments issued thereunder or pursuant thereto.

(f) *Headings*. The headings set forth in this Agreement are for convenience of reference purposes only and will not affect or be deemed to affect in any way the meaning or interpretation of this Agreement or any term or provision of this Agreement.

(g) *Joint Drafting*. The Parties waive the application of any law, regulation, holding or rule of construction providing that ambiguities in an agreement or other document will be construed against the Party drafting such agreement or document.

[Signature page follows.]

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The Parties are signing this Agreement on the date stated in the introductory clause.

CONCORD IP2 LTD.

By: /s/ David Delany

Name: David Delaney

Title: President

ELDERHILL CORPORATION

By: /s/ David Delany

Name: David Delane

Title: President

DAVID DELANEY

/s/ David Delany

LEONITE CAPITAL LLC

By: /s/ Avi Geller

Name: Avi Geller

Title: CIO

AVI GELLER

/s/ Avi Geller

CAMAC PARTNERS, LLC

By: Camac Capital, LLC,
its general partner

By: /s/ Eric Shahinian

Name: Eric Shahinian

Title: Managing Member of the GP

CAMAC CAPITAL, LLC

By: /s/ Eric Shahinian

Name: Eric Shahinian

Title: Managing Member

CAMAC FUND, LP

By: Camac Capital, LLC,
its general partner

By: /s/ Eric Shahinian

Name: Eric Shahinian

Title: Managing Member of the GP

ERIC SHAHINIAN

/s/ Eric Shahinian

[Signature Page to Joint Filing and Advocacy Agreement]

June 1, 2022

Concord Investment Partners Ltd.
60 St. Clair Avenue East, Suite 702
Toronto, ON, M4T 1N5

Leonite Capital LLC
1 Hillcrest Center Drive, Suite 232
Spring Valley, NY 10977

Camac Partners, LLC
350 Park Avenue, 13th Floor
New York City, NY 10022

Attn: Board of Directors
Pasithea Therapeutics Corp.
111 Lincoln Road, Suite 500
Miami Beach, FL 33139

Ladies and Gentlemen:

By way of background, Concord, Leonite and Camac (the “Group”) are investment funds that have substantial experience investing in and effecting positive change in small public companies. The Group owns approximately 6% of the outstanding shares of Pasithea Therapeutics Corp. (“Pasithea” or the “Company”) and to our knowledge represents the single largest shareholding body.

As you will note, we are sending this letter in conjunction with our 13D, dated June 1, 2022, filed with the Securities and Exchange Commission for our shareholding in the Company. We believe that the Company is materially undervalued and that the shareholders have lost faith in the Company’s board of directors (the “Board”). We note that the following has occurred under the Board’s watch:

- The share price has declined 83% (from an IPO price of \$5.00 per share to the current price of \$0.86 per share) in a period of less than 8 months. The unit price (of one share and one warrant) has declined similarly in the same time frame.ⁱ
- The Company reported cash and cash equivalents of \$50,321,206 as of the most recent Quarterly Report. The current share price represents a staggering 61% discount to the Company’s cash per share.
- The Board has paid themselves more in the last year than the cumulative value of their shareholdings.ⁱⁱ

We believe that substantial and immediate change is required to prevent further value destruction. To that end, we believe that the Board should be significantly reconstituted with proven directors that have relevant skill sets, fresh perspectives, and public company board experience. We urge you to work with us in support of the shared objective of improving stockholder value for the benefit of all the shareholders.

We sincerely hope that it will not be necessary, but we are prepared to take our case for change directly to the Company’s shareholders. As such, we strongly caution you against taking actions that might serve to disenfranchise shareholders—the true owners of the Company—or further destroy value in any way.

With this in mind, we advise that you:

- Take no action to amend the bylaws of the Company.
- Halt all major capital allocation decisions and all material contracts representing over 1% of the company’s assets.
- Refrain from initiating or modifying the employment contracts of any personnel or board member.

We appreciate your prompt cooperation, and we remain available to speak at your convenience.

Sincerely,

/s/ David Delaney

David Delaney
President
Concord Investment Partners Ltd.

/s/ Avi Geller

Avi Geller
Chief Investment Officer
Leonite Capital LLC

/s/ Eric Shahinian

Eric Shahinian
Managing Member of the GP
Camac Partners, LLC

ⁱ Based on the closing price for the stock of \$0.86, and for the warrant of \$0.11 on Tuesday May 31, 2022, and an original unit price of \$5.00 based on the IPO price, consisting of \$4.99 for the share and \$0.01 for the warrant.

ⁱⁱ Based on the Definitive Proxy Statement dated May 13, 2022, Pages 17, 18, 12, 13. In 2021, Professor Lawrence Steinman, Simon Dumesnil and Dr. Emer Leahy were paid \$120,112, \$107,195, and \$107,195, respectively. In 2021, Tiago Reis Marques was paid \$671,891 plus a signing bonus of \$100,000 payable after January 1, 2022. In 2021, Stanley M. Gloss was paid \$412,165. The compensation listed above is equal to \$1,518,558 in aggregate. As of May 3, 2022, the Board of Director’s cumulative shareholdings were 1,500,000 shares with a value of \$1,260,000 based on the closing prices on May 27, 2022.