UNITED STATES SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

SCHEDULE 13D (RULE 13D - 101)

INFORMATION TO BE INCLUDED IN STATEMENTS FILED PURSUANT TO 13d-1(a) AND AMENDMENTS THERETO FILED PURSUANT TO 13d-2(a)

(Amendment No. 4)*

Tyra Biosciences, Inc.
(Name of Issuer)
Common Stock, \$0.0001 par value per share
(Title of Class of Securities)
90240B106
(CUSIP Number)
Josh La Grange
Fried, Frank, Harris, Shriver & Jacobson LLP
801 17th Street, NW, Washington, DC 20006
202-639-7497
(Name, Address and Telephone Number of Person
Authorized to Receive Notices and Communications)
Ortobar 10, 2024
October 18, 2024
(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 that is the subject of this Schedule 13D, and is filing this schedule because of $\S\S240.13d-1(e)$, 240.13d-1(f) or 240.13d-1(g), check the following box \square .

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).

CUSIP No. 902401	B106									
1	NAMES	OF RE	PORTING PERSONS							
1	MVA In	vestors, I	LLC							
2	СНЕСК	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) □ (b) ⊠								
3	SEC US	SEC USE ONLY								
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) N/A									
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E)									
6	CITIZE Delawar		OR PLACE OF ORGANIZATION							
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11	AGGRE 85,939	GATE A	AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON							
	12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)									
13	0.2% *	NT OF (CLASS REPRESENTED BY AMOUNT IN ROW (11)							
14	TYPE O)F REPC	ORTING PERSON (SEE INSTRUCTIONS)							

^{*} Based on 50,296,454 shares of the Issuer's Common Stock outstanding, which is (i) 52,806,137 shares of the Issuer's Common Stock outstanding as of August 5, 2024 as set forth in the Issuer's 10-Q filed with the Securities and Exchange Commission on August 7, 2024, *minus* (ii) 3,000,000 shares of Common Stock exchanged with the Issuer pursuant to the Exchange Agreement (as defined below), *plus* (iii) 490,317 shares of Common Stock that may be acquired by the Reporting Persons within the next 60 days pursuant to the exercise of (a) options (held by Dr. Subramony) to purchase 38,300 shares of Common Stock and (b) warrants (held by a fund managed by BCM) to purchase 2,705,280 shares of Common Stock, of which only 452,017 are exercisable within 60 days due to the Conversion Limit. See Item 4.

CUSIP No. 90240B106

	NAMES	OF RE	PORTING PERSONS							
1										
	Aaron I. Davis									
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2				(b) ⊠						
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CUSIF No. 902401	DIUU								
1			PORTING PERSONS anagement, LLC						
2	СНЕСК	HECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) □ (b) ⊠							
3	SEC US	SEC USE ONLY							
4	SOURC N/A	SOURCE OF FUNDS (SEE INSTRUCTIONS) N/A							
5	СНЕСК	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E)							
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware								
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14	OO, IA)F REPC	ORTING PERSON (SEE INSTRUCTIONS)						

^{*} Based on 50,296,454 shares of the Issuer's Common Stock outstanding, which is (i) 52,806,137 shares of the Issuer's Common Stock outstanding as of August 5, 2024 as set forth in the Issuer's 10-Q filed with the Securities and Exchange Commission on August 7, 2024, *minus* (ii) 3,000,000 shares of Common Stock exchanged with the Issuer pursuant to the Exchange Agreement, *plus* (iii) 490,317 shares of Common Stock that may be acquired by the Reporting Persons within the next 60 days pursuant to the exercise of (a) options (held by Dr. Subramony) to purchase 38,300 shares of Common Stock and (b) warrants (held by a fund managed by BCM) to purchase 2,705,280 shares of Common Stock, of which only 452,017 are exercisable within 60 days due to the Conversion Limit. See Item 4.

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CUSIP No. 90240	B106								
1	NAMES	OF RE	PORTING PERSONS						
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2	CHECK	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) □ (b) ⊠							
3	SEC USE ONLY								
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) N/A								
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E)								
6	CITIZENSHIP OR PLACE OF ORGANIZATION United States of America								
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13	PERCE 0.1% **		CLASS REPRESENTED BY AMOUNT IN ROW (11)						
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) IN								

^{*}Consists of 38,300 shares of the Issuer's Common Stock subject to options exercisable within the next 60 days.

**Based on 50,296,454 shares of the Issuer's Common Stock outstanding, which is (i) 52,806,137 shares of the Issuer's Common Stock outstanding as of August 5, 2024 as set forth in the Issuer's 10-Q filed with the Securities and Exchange Commission on August 7, 2024, *minus* (ii) 3,000,000 shares of Common Stock exchanged with the Issuer pursuant to the Exchange Agreement, *plus* (iii) 490,317 shares of Common Stock that may be acquired by the Reporting Persons within the next 60 days pursuant to the exercise of (a) options (held by Dr. Subramony) to purchase 38,300 shares of Common Stock and (b) warrants (held by a fund managed by BCM) to purchase 2,705,280 shares of Common Stock, of which only 452,017 are exercisable within 60 days due to the Conversion Limit. See Item 4.

This amendment (this "Amendment No. 4") further amends and supplements the statement on Schedule 13D filed on September 24, 2021 (the "Original Filing") by Boxer Capital, LLC ("Boxer Capital"), Boxer Asset Management Inc. ("Boxer Management"), MVA Investors, LLC ("MVA Investors"), Mr. Davis and Joe Lewis with respect to the Common Stock, par value \$0.0001 (the "Common Stock") of Tyra Biosciences, Inc. (the "Issuer"), as previously amended on June 16, 2022 ("Amendment No. 1"), February 8, 2024 ("Amendment No. 2") and October 15, 2024 ("Amendment No. 3"). Amendment No. 1 was an original filing for Dr. Subramony. Each of Joe Lewis, Boxer Management and Boxer Capital has previously reported that it is no longer a beneficial owner of more than 5% of the outstanding shares of Common Stock. Capitalized terms used herein but not defined herein shall have the respective meanings defined in the Original Filing, as previously amended. The Original Filing, as previously amended, is further amended hereby only as specifically set forth herein, provided that with respect to any Item amended herein, if such Item is incorporated by reference into any other Item in the Original Filing, as previously amended, such incorporation by reference is also amended hereby.

Item 2. Identity and Background.

Item 2 is hereby amended to correct that Mr. Davis is Managing Member of BCM and that Dr. Subramony is a Managing Director of BCM.

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

Item 3 is hereby amended by the addition of the following:

The disclosure set forth below in Item 4 is hereby incorporated herein.

Item 4. Purpose of Transaction.

Item 4 is hereby amended by the addition of the following:

On October 18, 2024, BCM caused Boxer Capital to enter into a 3(a)(9) exchange agreement (the "Exchange Agreement") with the Issuer and other holders of Common Stock ("Holders"), pursuant to which BCM caused Boxer Capital to agree to exchange 2,000,000 shares of Common Stock for pre-funded warrants to purchase an aggregate of 2,000,000 shares of Common Stock (the "Pre-Funded Warrants") (the "Exchange"). Subject to the Conversion Limit described below, the Pre-Funded Warrants are immediately exercisable at a price of \$0.001 per share of Common Stock and will not expire. The Exchange closed on October 22, 2024.

BCM caused Boxer Capital to acquire the Pre-Funded Warrants subject to the condition that it will not be entitled to exercise any portion of any Pre-Funded Warrant, which, upon giving effect to such exercise, would cause it (together with other persons whose beneficial ownership is aggregated for purposes of Section 13 or Section 16 under the Securities Exchange Act of 1934, as amended, including BCM) to own more than 9.99% of the number of shares of the Common Stock outstanding immediately after giving effect to such exercise (the "Conversion Limit"). However, BCM may cause Boxer Capital to increase or decrease the Conversion Limit to any other percentage not in excess of 19.99%, provided that any increase in such percentage shall not be effective until 61 days after notice thereof is delivered to the Issuer.

The exercise price and the number of shares of Common Stock issuable upon exercise of the Pre-Funded Warrants will be subject to appropriate adjustment in the event of certain stock dividends and distributions, stock splits, stock combinations, reclassifications or similar events affecting the Common Stock. In the event of certain fundamental transactions (as described in the Pre-Funded Warrants), a holder of Pre-Funded Warrants will be entitled to receive, upon exercise of the Pre-Funded Warrants, the kind and amount of securities, cash or property that such holder would have received had they exercised in full the Pre-Funded Warrants immediately prior to such fundamental transaction without regard to any limitations on exercise contained in the Pre-Funded Warrants. The Exchange Agreement contains customary representations, warranties and agreements by the Issuer and the Holders.

The Issuer filed a Form 8-K with the SEC on October 18, 2024 (the "Issuer Exchange 8-K"), further describing the Exchange Agreement, the Exchange and the Pre-Funded Warrants. The descriptions of the Exchange Agreement, the Exchange and the Pre-Funded Warrants set forth herein do not purport to be complete and are subject to, and qualified in their entirety by, the full text of the Pre-Funded Warrants, which is filed as Exhibit 4.1 to the Issuer Exchange 8-K, and the Exchange Agreement, which is filed as an exhibit to this Amendment No. 4.

Item 5. Interest in Securities of the Issuer.

Items 5(a) and (b) are hereby amended and restated to read as follows:

(a) (b) For information regarding beneficial ownership, see the information presented on the cover pages.

Item 5(c) is hereby amended by the addition of the following:

(c) The disclosure set forth above in Item 4 above is hereby incorporated herein.

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

Item 6 is hereby amended by the addition of the following:

The disclosure set forth above in Item 4 is hereby incorporated herein.

Item 7. Material to be Filed as Exhibits.

Item 7 is hereby amended by the addition of the following:

Exhibit No.	Description
Exhibit 4	Form of Pre-Funded Warrant (incorporated by reference herein to Exhibit 4.1 of the Issuer Exchange 8-K filed with the Commission on October 18, 2024).
Exhibit 5	Exchange Agreement between Tyra Biosciences, Inc. and certain holders of Common Stock, made as of October 18, 2024.

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: October 22, 2024.

AARON I. DAVIS

/s/ Aaron I. Davis

Aaron I. Davis, Individually

SIDDARTH SUBRAMONY

/s/ Siddarth Subramony

Siddarth Subramony, Individually

MVA INVESTORS, LLC

By: /s/ Aaron I. Davis

Name: Aaron I. Davis Title: Authorized Signatory

BOXER CAPITAL MANAGEMENT, LLC

By: /s/ Aaron I. Davis

Name: Aaron I. Davis Title: Managing Member

JOINT FILING AGREEMENT PURSUANT TO RULE 13d-1(k)

In accordance with Rule 13d-1(k)(1) under the Securities Exchange Act of 1934, as amended, the persons named below agree to the joint filing on behalf of each of them of a Statement on Schedule 13D and any amendments to it with respect to Common Stock, \$0.0001 par value per share, of Tyra Biosciences, Inc. and further agree that this Joint Filing Agreement be included as an Exhibit to those joint filings. Each of the undersigned agrees to be responsible for the timely filing of the Schedule 13D and any amendments thereto, and for the completeness and accuracy of the information concerning itself contained therein. This agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument.

Dated: October 22, 2024.

AARON I. DAVIS

/s/ Aaron I. Davis

Aaron I. Davis, Individually

SIDDARTH SUBRAMONY

/s/ Siddarth Subramony

Siddarth Subramony, Individually

MVA INVESTORS, LLC

By: /s/ Aaron I. Davis

Name: Aaron I. Davis
Title: Authorized Signatory

BOXER CAPITAL MANAGEMENT, LLC

By: /s/ Aaron I. Davis

Name: Aaron I. Davis
Title: Managing Member

October 18, 2024

Tyra Biosciences, Inc. 2656 State Street Carlsbad, CA 92008

Re: 3(a)(9) Exchange Agreement

Ladies and Gentlemen:

This letter agreement (the "Agreement") confirms the agreement of Tyra Biosciences, Inc., a Delaware corporation (the "Company"), and the holders of the Common Stock listed on Schedule I attached hereto (the "Stockholders"), pursuant to which the Stockholders have agreed to exchange shares (the "Shares") of the Company's common stock, par value \$0.0001 per share (the "Common Stock"), beneficially owned by the Stockholders in consideration for one or more Pre-Funded Warrants in the form attached hereto as Exhibit A (each a "Warrant") to purchase shares of Common Stock (the "Warrant Shares") on the terms specified below.

In consideration of the foregoing, the Company and the Stockholders agree as follows:

- (1) No later than the close of business on the second business day after the date hereof (the "Closing Date") and subject to the satisfaction or waiver of the conditions set forth herein, the Stockholders shall exchange the Shares for the Warrants (the "Exchange") in the respective amounts listed on Schedule I. The Exchange shall be consummated pursuant to Section 3(a)(9) of the Securities Act of 1933, as amended (the "Securities Act"). On the Closing Date: (a) the Company and the Stockholders shall jointly and irrevocably instruct Computershare Trust Company, N.A. (the "Transfer Agent") to cancel the direct registration book-entry statements from the Transfer Agent evidencing the Shares; and (b) the Company shall irrevocably issue and deliver to the Stockholders the Warrants representing the Warrant Shares, in the amounts and in the names set forth on Schedule I.
 - (2) The Company represents and warrants to each Stockholder as follows:
 - (a) Neither the Company nor any of its affiliates nor any person acting on behalf of or for the benefit of any of the forgoing, has paid or given, or agreed to pay or give, directly or indirectly, any commission or other remuneration (within the meaning of Section 3(a)(9) of the Securities Act and the rules and regulations of the Commission promulgated thereunder) for soliciting the Exchange. Assuming the representations and warranties of the Stockholders contained herein are true and complete, the Exchange will qualify for the registration exemption contained in Section 3(a)(9) of the Securities Act.
 - (b) It has the requisite corporate power and authority to enter into this Agreement and to consummate the Exchange and such transactions shall not contravene any contractual, regulatory, statutory or other obligation or restriction applicable to the Company.
 - (c) It has reserved a sufficient number of shares of Common Stock as may be necessary to fully permit the exercise of the Warrants and the issuance of the Warrant Shares, without regard to any beneficial ownership limits set forth in the Warrant.
 - (3) Each Stockholder, as to itself only, represents and warrants to the Company as follows:
 - (a) It has the requisite power and authority to enter into this Agreement and consummate the Exchange.
 - (b) It is the record and beneficial owner of, and has valid and marketable title to, the Shares being exchanged by it pursuant to this Agreement, free and clear of any lien, pledge, restriction or other encumbrance (other than restrictions arising pursuant to applicable securities laws), and has the absolute and unrestricted right, power and

capacity to surrender and exchange the Shares being exchanged by it pursuant to this Agreement, free and clear of any lien, pledge, restriction or other encumbrance. It is not a party to or bound by, and the Shares being exchanged by it pursuant to this Agreement are not subject to, any agreement, understanding or other arrangement (i) granting any option, warrant or right of first refusal with respect to such Shares to any person, (ii) restricting its right to surrender and exchange such Shares as contemplated by this Agreement, or (iii) restricting any other of its rights with respect to such Shares.

- (c) Neither it nor any of its affiliates nor any person acting on behalf of or for the benefit of any of the forgoing, has paid or given, or agreed to pay or give, directly or indirectly, any commission or other remuneration (within the meaning of Section 3(a)(9) and the rules and regulations of the Commission promulgated thereunder) for soliciting the Exchange.
- (d) It understands and accepts that the Warrants to be acquired in the Exchange involve risks. It acknowledges that no person has been authorized to give any information or to make any representation concerning the Company, the Shares, the Warrants, the Warrant Shares, or the Exchange other than as contained in this Agreement. The Company takes no responsibility for, and provides no assurance as to the reliability of, any other information that others may provide to any Stockholder.
- (4) This Agreement, and any action or proceeding arising out of or relating to this Agreement, shall be exclusively governed by the laws of the State of New York.
- (5) In the event that any part of this Agreement is declared by any court or other judicial or administrative body to be null, void or unenforceable, said provision shall survive to the extent it is not so declared, and all of the other provisions of this Agreement shall remain in full force and effect. In such an event, the Stockholders and the Company shall endeavor in good faith negotiations to modify this Agreement so as to affect the original intent of the parties as closely as possible.
- (6) This Agreement may be executed in two or more counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute but one instrument, and shall become effective when one or more counterparts have been signed by each party hereto and delivered to the other parties.

[SIGNATURE PAGE TO FOLLOW]

Please sign to acknowledge agreement with the above terms and re	turn to the undersigned.	
	Common Stockholder	
	Boxer Capital, LLC	
	/s/ Aaron Davis	
	Name: Aaron Davis Title: Authorized Signatory	
	RA Capital Healthcare Fund, L.P.	
	By: Name:	
	Title:	
Signature Page to	o Warrant Exchange Agreement	

Please sign to acknowledge agreement with the above terms and return to the	e undersigned.
	Common Stockholder
	Boxer Capital, LLC
	/s/ Aaron Davis
	Name: Aaron Davis Title: Authorized Signatory
	RA Capital Healthcare Fund, L.P.
	By:
	Name:
	Title:
Signature Page to Warrant	Exchange Agreement

Acknowledged and agreed to:	
Tyra Biosciences, Inc.	
/s/ Todd Harris	
Name: Todd Harris Title: CEO	
	Signature Page to Warrant Exchange Agreement

SCHEDULE I

Stockholders Boxer Capital, LLC RA Capital Healthcare Fund, L.P. 3,000,000 Total

Shares of Common Stock to be Exchanged 2,000,000 1,000,000

Pre-Funded Warrant 2,000,000 1,000,000

3,000,000

EXHIBIT A

FORM OF PRE-FUNDED WARRANT

SCHEDULE 1

FORM OF EXERCISE NOTICE

[To be executed by the Holder to purchase shares of Common Stock under the Warrant]

Ladies and Gentlemen:

Title:

(1) The undersigned is the Holder of Warrant No (the "Warrant") issued by TYRA BIOSCIENCES, INC. , a Delaware corporation (the " <i>Company</i> "). Capitalized terms used herein and not otherwise defined herein have the respective meanings set forth in the Warrant.
(2) The undersigned hereby exercises its right to purchase Warrant Shares pursuant to the Warrant.
(3) The Holder intends that payment of the Exercise Price shall be made as (check one):
☐ Cash Exercise
☐ "Cashless Exercise" under Section 10 of the Warrant
(4) If the Holder has elected a Cash Exercise, the Holder shall pay the sum of \$in immediately available funds to the Company in accordance with the terms of the Warrant.
(5) Pursuant to this Exercise Notice, the Company shall deliver to the Holder Warrant Shares determined in accordance with the terms of the Warrant.
(6) By its delivery of this Exercise Notice, the undersigned represents and warrants to the Company that in giving effect to the exercise evidenced hereby the Holder will not beneficially own in excess of the number of shares of Common Stock (as determined in accordance with Section 13(d) of the Securities Exchange Act of 1934, as amended) permitted to be owned under Section 11(a) of the Warrant to which this notice relates.
Dated:
Name of Holder:
By:
Name:

(Signature must conform in all respects to name of Holder as specified on the face of the Warrant)