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Employer Identification Number) 2117 SW Highway 484 Ocala FL 34473 (352) 448-7797 (Address, including zip code, and telephone number, including area code, of registrant's principal executive offices) Thomas K. Equels Chief Executive Officer AIM ImmunoTech Inc. 2117 SW Highway 484 Ocala FL 34473 (352) 448-7797 (Name, address, including zip code, and telephone number, including area code, of agent for service) Copies to: Richard Feiner, Esq. Silverman, Shin & Schneider PLLC 88 Pine Street, 22nd Floor New York, NY 10005 (646) 822-1170 Approximate date of commencement of proposed sale to the public: From time to time after this registration statement becomes effective, as determined by the selling stockholder. If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, check the following box. If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Exchange Act. Large accelerated filer Accelerated filer Non-accelerated filer Smaller reporting company Emerging growth company If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided to Section 7(a)(2)(B) of the Securities Act. The Registrant hereby amends this Registration Statement on such date or dates as may be necessary to delay its effective date until the Registrant shall file a further amendment which specifically states that this Registration Statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933 or until the Registration Statement shall become effective on such date as the Securities and Exchange Commission, acting pursuant to said Section 8(a), may determine. The information contained in this preliminary prospectus is not complete and may be changed. These securities may not be sold until the registration statement filed with the Securities and Exchange Commission is effective. This preliminary prospectus is not an offer to sell these securities and it is not soliciting an offer to buy these securities in any state where the offer or sale is not permitted. PRELIMINARY PROSPECTUS SUBJECT TO COMPLETION DATED NOVEMBER 15, 2024 AIM ImmunoTech Inc. 9,306,072 Shares Common Stock This prospectus relates to the resale from time to time of up to 9,306,072 shares of common stock, par value \$0.001 per share (the "Common Stock"), of AIM ImmunoTech Inc. issuable upon exercise of Class C common warrants to purchase an aggregate of up to 4,653,036 shares of our Common Stock (the "C Warrants") and Class D common warrants to purchase an aggregate of up to 4,653,036 shares of our Common Stock (the "D Warrants"), and along with the C Warrants, the "Common Warrants") purchased by the selling stockholder identified in this prospectus (the "Selling Stockholder"), including its pledgees, assignees, donees, transferees or their respective successors-in-interest in a private placement transaction that closed on October 1, 2024 (the "Private Placement"). The shares of Common Stock issuable upon exercise of the Common Warrants are sometimes referred to as the "Common Warrant Shares." We are filing the registration statement on Form S-1, of which this prospectus forms a part, to fulfill our contractual obligations with the Selling Stockholder to provide for the resale by the Selling Stockholder of the shares of Common Stock offered hereby. See "Selling Stockholder" beginning on page 6 of this prospectus for more information about the Selling Stockholder. The registration of the shares of Common Stock to which this prospectus relates does not require the Selling Stockholder to sell any of its shares of our Common Stock. We are not offering any shares of Common Stock under this prospectus and will not receive any proceeds from the sale or other disposition of the shares of our Common Stock covered hereby. See "Use of Proceeds" beginning on page 3 of this prospectus. The Selling Stockholder identified in this prospectus, or its pledgees, assignees, donees, transferees or their respective successors-in-interest, from time to time may offer and sell through public or private transactions at prevailing market prices, at prices related to prevailing market prices or at privately negotiated prices the shares held by them directly or through underwriters, agents or broker-dealers on terms to be determined at the time of sale, as described in more detail in this prospectus. See "Plan of Distribution" beginning on page 7 of this prospectus for more information about how the Selling Stockholder may sell its shares of Common Stock. The Selling Stockholder may be deemed an "underwriter" within the meaning of Section 2(a)(11) of the Securities Act of 1933, as amended (the "Securities Act"). In connection with the Private Placement, we have agreed, pursuant to a securities purchase agreement dated September 30, 2024 (The "Purchase Agreement") that we have entered into with the Selling Stockholder, to bear all of the expenses in connection with the registration of the Common Warrant Shares pursuant to this prospectus. The Selling Stockholder will pay or assume all commissions, discounts, fees of underwriters, agents, selling brokers or dealer managers and similar expenses, if any, attributable to its sales of the shares of Common Stock. Our Common Stock is listed on the NYSE American under the symbol "AIM." On November 13, 2024, the closing price of our Common Stock on the NYSE American was \$0.24 per share. Investing in our Common Stock involves risks. You should review carefully the risks and uncertainties described under the heading "Risk Factors" contained in this prospectus and under similar headings in the other documents that are incorporated by reference into this prospectus, as described beginning on page 3 of this prospectus. Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or passed upon the adequacy or accuracy of this prospectus. Any representation to the contrary is a criminal offense. The securities are not being offered in any jurisdiction where the offer is not permitted. The date of this prospectus is ~, 2024

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No dealer, salesperson or other person is authorized to give any information or to represent anything not contained in this prospectus, any applicable prospectus supplement or any related free writing prospectus. You must not rely on any unauthorized information or representation. This prospectus is an offer to sell only the shares of Common Stock offered hereby, but only under circumstances and in jurisdictions where it is lawful to do so. You should assume that the information in this prospectus or any related free writing prospectus is accurate only as of the date on the front of the document and that any information we have incorporated by reference is accurate only as of the date of the document incorporated by reference, regardless of the time of delivery of this prospectus or any sale of a security. Â This prospectus and the documents incorporated by reference into this prospectus include statistical and other industry and market data that we obtained from industry publications and research, surveys and studies conducted by AIM, by third parties, or by third parties in collaboration with AIM. Industry publications and research, surveys and studies generally indicate that their information has been obtained from sources believed to be reliable, although they do not guarantee the accuracy or completeness of such information. We believe that the data obtained from these industry publications and research, surveys and studies are reliable. We are ultimately responsible for all disclosure included in this prospectus. Â The Selling Stockholder is offering the shares of Common Stock only in jurisdictions where such issuances are permitted. The distribution of this prospectus and the issuance of the shares of Common Stock in certain jurisdictions may be restricted by law. Persons outside the United States who come into possession of this prospectus must inform themselves about, and observe any restrictions relating to, the issuance of the shares and the distribution of this prospectus outside the United States. This prospectus does not constitute, and may not be used in connection with, an offer to sell, or a solicitation of an offer to buy, the shares of Common Stock offered by this prospectus by any person in any jurisdiction in which it is unlawful for such person to make such an offer or solicitation. Â This prospectus is part of a registration statement that we filed with the U.S. Securities and Exchange Commission (the “SEC”), under which the Selling Stockholder may offer from time-to-time securities described herein in one or more offerings. If required, each time the Selling Stockholder offers shares, we will provide you with, in addition to this prospectus, a prospectus supplement that will contain specific information about the terms of that offering. We may also authorize one or more free writing prospectuses to be provided to you that may contain material information relating to that offering. We may also use a prospectus supplement and any related free writing prospectus to add, update or change any of the information contained in this prospectus or in documents we have incorporated by reference. This prospectus, together with any related free writing prospectuses and the documents incorporated by reference into this prospectus, includes all material information relating to this offering. To the extent that any statement that we make in a prospectus supplement is inconsistent with statements made in this prospectus, the statements made in this prospectus will be deemed modified or superseded by those made in a prospectus supplement. Please carefully read both this prospectus and any prospectus supplement before buying any of the securities offered. Â This prospectus contains summaries of certain provisions contained in some of the documents described herein, but reference is made to the actual documents for complete information. All of the summaries are qualified in their entirety by the actual documents. Copies of some of the documents referred to herein have been filed, will be filed or will be incorporated by reference as exhibits to the registration statement of which this prospectus is a part, and you may obtain copies of those documents as described below under the sections entitled “Where You Can Find More Information” and “Incorporation of Certain Information By Reference.” Â This prospectus provides you with a general description of the shares of Common Stock the Selling Stockholder may offer. To the extent that any statement made in an accompanying prospectus supplement is inconsistent with statements made in this prospectus, the statements made in this prospectus will be deemed modified or superseded by those made in the accompanying prospectus supplement. You should read both this prospectus and any accompanying prospectus supplement together with the additional information described under the section “Where You Can Find More Information” included elsewhere in this prospectus. Â Neither we nor the Selling Stockholder has authorized anyone to provide you with information different from that contained in this prospectus, any accompanying prospectus supplement or in any related free-writing prospectus filed by us with the SEC. Neither we nor the Selling Stockholder takes any responsibility for, or provides any assurance as to the reliability of, any information other than the information in this prospectus, any accompanying prospectus supplement or in any related free-writing prospectus filed by us with the SEC. This prospectus and any accompanying prospectus supplement do not constitute an offer to sell or the solicitation of an offer to buy any securities other than the securities described in this prospectus or any accompanying prospectus supplement or an offer to sell or the solicitation of an offer to buy such securities in any circumstances in which such offer or solicitation is unlawful. You should assume that the information appearing in this prospectus, any prospectus supplement, the documents incorporated by reference and any related free-writing prospectus is accurate only as of their respective dates. Our business, financial condition, results of operations and prospects may have changed materially since those dates. Â Except as otherwise indicated herein or as the context otherwise requires, references in this prospectus to “AIM,” “the Company,” “we,” “us,” “our” and similar references refer to AIM ImmunoTech Inc., an entity incorporated under the laws of the State of Delaware. Â ii Â Â CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS Â This prospectus includes “forward-looking statements,” as such term is used within the meaning of the Private Securities Litigation Reform Act of 1995. These “forward-looking statements” are not based on historical fact and involve assessments of certain risks, developments, and uncertainties in our business looking to the future. Such forward-looking statements can be identified by the use of terminology such as “may,” “will,” “should,” “expect,” “anticipate,” “estimate,” “intend,” “continue,” or “believe,” or the negatives or other variations of these terms or comparable terminology. Forward-looking statements may include projections, forecasts, or estimates of future performance and developments. Forward-looking statements contained in this prospectus are based upon assumptions and assessments that we believe to be reasonable as of the date of this prospectus. Whether those assumptions and assessments will be

realized will be determined by future factors, developments, and events, which are difficult to predict and may be beyond our control. Actual results, factors, developments, and events may differ materially from those we assumed and assessed. Risks, uncertainties, contingencies, and developments, including those identified in the “Risk Factors” section of this prospectus and in our most recent Annual Report on Form 10-K, subsequent Quarterly Reports on Form 10-Q and other filings we make with the SEC pursuant to Section 13(a), 13(c), 14 or 15(d) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), incorporated by reference herein, could cause our future operating results to differ materially from those set forth in any forward-looking statement. There can be no assurance that any such forward-looking statement, projection, forecast or estimate contained can be realized or that actual returns, results, or business prospects will not differ materially from those set forth in any forward-looking statement. Given these uncertainties, readers are cautioned not to place undue reliance on such forward-looking statements. We disclaim any obligation to update any such factors or to publicly announce the results of any revisions to any of the forward-looking statements contained herein to reflect future results, events or developments.

Â iii Â Â PROSPECTUS SUMMARY

This summary contains basic information about us and this offering. Because it is a summary, it does not contain all of the information that you should consider before deciding to invest in our securities. Before you decide to invest in our securities, you should read this entire prospectus carefully, any related free writing prospectus that we have authorized for use in connection with the offering and the documents incorporated by reference herein, including the information included under the heading titled “Risk Factors.” Unless otherwise noted, all share and per share information relating to our Common Stock in this prospectus has been adjusted to reflect the one-for-12 reverse stock split of our issued and outstanding shares of Common Stock effected on August 26, 2016 and the one-for-44 reverse stock split effected on June 10, 2019.

Our Company

AIM ImmunoTech Inc. and its subsidiaries are an immuno-pharma company headquartered in Ocala, Florida, and focused on the research and development of therapeutics to treat multiple types of cancers, viral diseases and immune-deficiency disorders. We have established a strong foundation of laboratory, pre-clinical and clinical data with respect to the development of nucleic acids and natural interferon to enhance the natural antiviral defense system of the human body, and to aid the development of therapeutic products for the treatment of certain cancers and chronic diseases.

Our flagship products are Ampligen (rintatolimod) and Alferon N Injection (Interferon alfa). Ampligen is a double-stranded RNA (“dsRNA”) molecule being developed for globally important cancers, viral diseases and disorders of the immune system. Ampligen has not been approved by the Food and Drug Administration (the “FDA”) or marketed in the United States, but is approved for commercial sale in the Argentine Republic for the treatment of severe Chronic Fatigue Syndrome (“CFS”).

We are currently proceeding primarily in four areas:

- Conducting clinical trials to evaluate the efficacy and safety of Ampligen for the treatment of pancreatic cancer.
- Evaluating Ampligen across multiple cancers as a potential therapy that modifies the tumor microenvironment with the goal of increasing anti-tumor responses to checkpoint inhibitors.
- Exploring Ampligen’s antiviral activities and potential use as a prophylactic or treatment for existing viruses, new viruses and mutated viruses thereof.
- Evaluating Ampligen as a treatment for myalgic encephalomyelitis/chronic fatigue syndrome (“ME/CFS”) and fatigue and/or the Post-COVID condition of fatigue.

We are prioritizing activities in an order related to the stage of development, with those clinical activities such as pancreatic cancer, ME/CFS and Post-COVID conditions having priority over antiviral experimentation. We intend that priority clinical work be conducted in trials authorized by the FDA or European Medicines Agency (“EMA”), which trials support a potential future new drug application (“NDA”). However, our antiviral experimentation is designed to accumulate additional preliminary data supporting their hypothesis that Ampligen is a powerful, broad-spectrum prophylaxis and early-onset therapeutic that may confer enhanced immunity and cross-protection. Accordingly, we will conduct antiviral programs in those venues most readily available and able to generate valid proof-of-concept data, including foreign venues.

Corporate Information

Our primary executive offices are located at 2117 SW Highway 484, Ocala FL 34473 and our telephone number is (352) 448-7797. Additional information can be found on our website, <https://aimimmuno.com> and in our periodic and current reports filed with the SEC. Copies of our current and periodic reports filed with the SEC are available to the public on a website maintained by the SEC at www.sec.gov and on our website. The information contained on, or that can be accessed through, our website is not part of this prospectus and should not be considered as part of this prospectus or in deciding whether to purchase our securities. No portion of our website is incorporated by reference into this prospectus.

Smaller Reporting Company

We are currently a “smaller reporting company,” meaning that we are not an investment company, an asset-backed issuer, or a majority-owned subsidiary of a parent company that is not a smaller reporting company and have a public float of less than \$250 million or annual revenues of less than \$100 million during the most recently completed fiscal year. As a result of being considered a “smaller reporting company,” we will be entitled to certain exemptions regarding the disclosure that we are required to provide in our SEC filings. Specifically, “smaller reporting companies” are able to provide simplified executive compensation disclosures in their filings; are exempt from the provisions of Section 404(b) of Sarbanes-Oxley requiring that independent registered public accounting firms provide an attestation report on the effectiveness of internal control over financial reporting; and have certain other decreased disclosure obligations in their SEC filings, including, among other things, only being required to provide two years of audited financial statements in annual reports. Decreased disclosures in our SEC filings due to our status as a “smaller reporting company” may make it harder for investors to analyze our results of operations and financial prospects.

1 Â THE OFFERING

Shares of Common Stock offered by the Selling Stockholder

9,306,072 shares of our Common Stock issuable upon the exercise of Common Warrants.

Common Stock to be outstanding after this offering

73,012,518 shares of Common Stock, assuming the exercise of all of the Common Warrants.

Registration of the Common Warrant Shares

Pursuant to the terms of the Purchase Agreement, we agreed to file the registration statement, of which this prospectus forms a part, with respect to the registration of the resale of the Common Warrant Shares as soon as practicable (and in any event within 45 calendar days of the date of the Purchase Agreement), and to use commercially reasonable efforts to cause such registration statement to become effective within 181 days following October 1, 2024, the closing date of the sale of the Common Warrants, and to keep such registration statement effective at all times until no Purchaser owns any Common Warrants or Common Warrant Shares issuable upon exercise thereof.

Use of Proceeds

The Selling Stockholder will receive all of the proceeds of the sale of shares of Common Stock offered from time to time pursuant to this prospectus. Accordingly, we will not receive any proceeds from the sale of shares of Common Stock that may be sold from time to time pursuant to this prospectus; however, we will receive proceeds from any cash exercise of the Common Warrants. See “Use of Proceeds.” We intend to use the proceeds from any cash exercise of the Common Warrants for general corporate purposes, including using funds for working capital.

Plan of Distribution

The Selling Stockholder named in this prospectus, or its pledgees, donees,

transferees, distributees, beneficiaries or other successors-in-interest, may offer or sell the shares of Common Stock offered hereby from time to time through public or private transactions at prevailing market prices, at prices related to prevailing market prices or at privately negotiated prices. The Selling Stockholder may also resell the shares of Common Stock to or through underwriters, broker-dealers or agents, who may receive compensation in the form of discounts, concessions or commissions. **Â Â Â Risk Factors** Â See “Risk Factors” beginning on page 3 of this prospectus and in the documents incorporated by reference in this prospectus and the other information included in this prospectus for a discussion of factors you should carefully consider before investing in our securities. **Â Â Â NYSE American trading symbol** Â Our Common Stock is listed on the NYSE American under the symbol “AIM.” **Â The number of shares of our Common Stock that will be outstanding immediately after this offering as shown above is based on 63,706,446 shares outstanding as of November 13, 2024 and excludes (vested and unvested):** Â —118,500 shares of our Common Stock issuable upon exercise of outstanding options granted under our 2009 equity incentive plans at a weighted average exercise price of \$18.57 per share; and 2,814,142 shares of our Common Stock issuable upon exercise of outstanding options granted under our 2018 equity incentive plans at a weighted average exercise price of \$1.54 per share; —1,474,482 shares of our Common Stock available for issuance or future grant pursuant to our equity incentive plan; —11,281,916 shares of our Common Stock issuable upon exercise of outstanding warrants issued to the Selling Stockholder in a prior offering at a weighted average exercise price of \$0.363 per share; and —360,000 shares of our Common Stock issuable upon exercise of outstanding options granted to Azenova. **Â 2 Â RISK FACTORS** Â Investing in our Common Stock involves a high degree of risk. You should carefully consider and evaluate all of the information contained in this prospectus and in the documents we incorporate by reference into this prospectus before you decide to purchase our shares of Common Stock. In particular, you should carefully consider and evaluate the risks and uncertainties described under the heading “Risk Factors” in our most recent Annual Report on Form 10-K, as updated by annual, quarterly and other reports and documents that we file with the SEC and incorporate by reference into this prospectus, or any prospectus, which risks could materially and adversely affect our business, results of operations and financial condition, which in turn could materially and adversely affect the value of the shares of our Common Stock offered by this prospectus. Our business, financial condition, results of operations and prospects could be materially and adversely affected by these risks. As a result, you could lose all or part of your investment. **Â USE OF PROCEEDS** Â The Selling Stockholder will receive all of the proceeds of the sale of shares of Common Stock offered from time to time pursuant to this prospectus. Accordingly, we will not receive any proceeds from the sale of shares of Common Stock that may be sold from time to time pursuant to this prospectus; however, we will receive proceeds from any cash exercise of the Common Warrants. If all of the Common Warrants are exercised for cash, we will receive approximately \$2,605,700 in gross proceeds. We intend to use the proceeds from any cash exercise of the Common Warrants for general corporate purposes, including using funds for working capital. Â We will bear the out-of-pocket costs, expenses and fees incurred in connection with the registration of the Common Warrant Shares registered hereby, which may be resold by the Selling Stockholder pursuant to this prospectus. Other than registration expenses, such as SEC fees and legal and accounting expenses, which we will bear, the Selling Stockholder will bear any underwriting discounts, commissions, placement agent fees or other similar expenses payable with respect to sales of the Common Warrant Shares. **Â DIVIDEND POLICY** Â We have not declared or paid dividends to holders of our Common Stock since inception and do not plan to pay cash dividends in the foreseeable future to such Common Stockholders. We currently intend to retain earnings, if any, to finance our growth. **Â DETERMINATION OF THE OFFERING PRICE** Â The prices at which the shares of our Common Stock covered by this prospectus may actually be sold by the Selling Stockholder will be determined by the prevailing public market price for shares of our Common Stock or by negotiations between the Selling Stockholder and the buyer or buyers of our Common Stock in private transactions or as otherwise described in the section of this prospectus entitled “Plan of Distribution.” **Â DESCRIPTION OF CAPITAL STOCK** Â The following summary description sets forth some of the general terms and provisions of our capital stock. Because this is a summary description, it does not contain all of the information that may be important to you. For a more detailed description of our capital stock, you should refer to the applicable provisions of the General Corporation Law of the State of Delaware (the “DGCL”) and our Amended and Restated Certificate of Incorporation, as amended (the “Charter”), and our Restated and Amended Bylaws (“Bylaws”). Copies of our Charter and Bylaws are included as exhibits to the registration statement of which this prospectus forms a part. **Â Capital Stock** Â We have authorized 350,000,000 shares of Common Stock, \$0.001 par value per share, and 5,000,000 shares of preferred stock, \$0.01 par value. As of November 13, 2024, there were 63,706,446 shares of Common Stock issued and outstanding, no shares of Series A Junior Participating preferred stock issued or outstanding, no shares of Series B preferred stock issued or outstanding, and 118,500 shares of our Common Stock issuable upon exercise of outstanding options granted under our 2009 equity incentive plans at a weighted average exercise price of \$18.57 per share, 2,814,142 shares of our Common Stock issuable upon exercise of outstanding options granted under our 2018 equity incentive plans at a weighted average exercise price of \$1.54 per share, 11,281,916 shares of our Common Stock issuable upon exercise of outstanding warrants issued to the Selling Stockholder in a prior offering at a weighted average exercise price of \$0.363 per share, 360,000 shares of our Common Stock issuable upon exercise of outstanding options granted to Azenova. The authorized and unissued shares of Common Stock and the authorized and undesignated shares of preferred stock are available for issuance without further action by our stockholders, unless such action is required by applicable law or the rules of any stock exchange on which our securities may be listed. Unless approval of our stockholders is so required, our board of directors does not intend to seek stockholder approval for the issuance and sale of our Common Stock or preferred stock. **Â 3 Â Common Stock** Â Holders of our Common Stock are entitled to one vote for each share held on all matters submitted to a vote of stockholders and have no cumulative voting rights. Holders of our Common Stock are entitled to receive ratably dividends as may be declared by our board of directors out of funds legally available for that purpose, subject to any preferential dividend or other rights of any then outstanding preferred stock. We have never paid cash dividends on our Common Stock and do not anticipate paying any cash dividends in the foreseeable future but intend to retain our capital resources for reinvestment in our business. Any future disposition of dividends will be at the discretion of our board of directors and will depend upon, among other things, our future earnings, operating and financial condition, capital requirements, and other factors. Â Holders of our Common Stock do not have preemptive or conversion rights or other subscription rights. Upon liquidation, dissolution or winding-up, holders of our Common Stock are entitled to share in all assets remaining after payment of all liabilities and the liquidation preferences of any of our outstanding shares of preferred stock. The rights, preferences and privileges of holders of Common Stock are subject to and may be adversely affected by the rights of the holders of shares of any series of our preferred stock that is currently outstanding or that we may

designate and issue in the future. Except as otherwise provided by law, our Charter and Bylaws, each as amended, in all matters other than the election of directors, the affirmative vote of a majority of the voting power of the shares present in person or represented by proxy at the meeting and entitled to vote on the subject matter shall be the act of the stockholders. In addition, except as otherwise provided by law, our Charter or our Bylaws, directors are elected by a plurality of the votes of the shares present in person or represented by proxy at the meeting and entitled to vote on the election of directors. Preferred Stock Holders of our Series A Junior Participating preferred stock, if and when issued, will have the right to purchase from us shares of Common Stock or Common Stock equivalents pursuant to the terms of the Third Amended and Restated Rights Agreement dated May 12, 2023. Pursuant to a February 2019 registration statement relating to a rights offering we distributed to our holders of Common Stock and to holders of certain options and redeemable warrants as of February 14, 2019, at no charge, one non-transferable subscription right for each share of Common Stock held or deemed held on the record date. Each right entitled the holder to purchase one unit, at a subscription price of \$1,000 per unit, consisting of one share of B Preferred and 114 warrants with an assumed exercise price of \$8.80. The redeemable warrants were exercisable for five years after the date of issuance. As of November 13, 2024, there were no warrants and no Series B Preferred warrants outstanding related to the rights offering. Transfer Agent and Registrar The Transfer Agent and Registrar for our Common Stock is Equiniti Trust Company. Anti-Takeover Effects of Provisions of Delaware Law, Our Charter, Our Bylaws and Our Stockholders' Rights Plan Delaware Anti-Takeover Law Section 203 of the Delaware General Corporation Law We are subject to Section 203 of the DGCL, which prohibits a Delaware corporation from engaging in any business combination with any interested stockholder for a period of three years after the date that such stockholder became an interested stockholder, with the following exceptions: before such date, our board of directors of the corporation approved either the business combination or the transaction that resulted in the stockholder becoming an interested stockholder; upon completion of the transaction that resulted in the stockholder becoming an interested stockholder, the interested stockholder owned at least 85% of the voting stock of the corporation outstanding at the time the transaction began, excluding for purposes of determining the voting stock outstanding (but not the outstanding voting stock owned by the interested stockholder) those shares owned (i) by persons who are directors and also officers and (ii) employee stock plans in which employee participants do not have the right to determine confidentially whether shares held subject to the plan will be tendered in a tender or exchange offer; or on or after such date, the business combination is approved by our board of directors and authorized at an annual or special meeting of the stockholders, and not by written consent, by the affirmative vote of at least 66 2/3% of the outstanding voting stock that is not owned by the interested stockholder. In general, Section 203 defines business combination to include the following: any merger or consolidation involving the corporation and the interested stockholder; any sale, transfer, pledge or other disposition of 10% or more of the assets of the corporation involving the interested stockholder; subject to certain exceptions, any transaction that results in the issuance or transfer by the corporation of any stock of the corporation to the interested stockholder; any transaction involving the corporation that has the effect of increasing the proportionate share of the stock or any class or series of the corporation beneficially owned by the interested stockholder; or the receipt by the interested stockholder of the benefit of any loss, advances, guarantees, pledges or other financial benefits by or through the corporation. In general, Section 203 defines an "interested stockholder" as an entity or person who, together with the person's affiliates and associates, beneficially owns, or within three years before the time of determination of interested stockholder status did own, 15% or more of the outstanding voting stock of the corporation. Prior to entry into the Purchase Agreement our board of directors approved the issuance of Securities to the Selling Stockholder under the Purchase Agreement and related documents for purposes of Section 203. 4 Charter and Bylaws Our Charter and/or Bylaws provide that: our Bylaws may be amended or repealed by our board of directors or our stockholders; our board of directors will be authorized to issue, without stockholder approval, preferred stock, the rights of which will be determined at the discretion of our board of directors and that, if issued, could operate as a "poison pill" to dilute the stock ownership of a potential hostile acquirer to prevent an acquisition that our board of directors does not approve; our stockholders do not have cumulative voting rights, and therefore our stockholders holding a majority of the shares of Common Stock outstanding will be able to elect all of our directors; and our stockholders must comply with advance notice provisions to bring business before or nominate directors for election at a stockholder meeting. Stockholder Rights Plan On November 19, 2002, our board of directors declared a dividend distribution of one Right for each outstanding share of Common Stock to stockholders of record at the close of business on November 29, 2002 pursuant to our rights agreement (as subsequently amended and restated, the "Rights Agreement") between us and our Rights Agent. Each Right entitles the registered holder of one share of our Common Stock to purchase from the Company a unit consisting of one one-hundredth of a share (a "Unit") of Series A Junior Participating Preferred Stock, par value \$0.01 per share at a Purchase Price of \$4.00 per Unit, subject to adjustment. All terms not specifically defined herein have the definition set forth in the Rights Agreement. The description and terms of the Rights are set forth in the Rights Agreement. Prior to entry into the Purchase Agreement, our board of directors exempted the Selling Stockholder and its Affiliates and Associates from becoming Acquiring Persons under the rights plan created under the Rights Agreement by virtue of receiving Securities under the Purchase Agreement and related documents or under any other agreement between the Company and the Selling Stockholder. The current Amended and Restated Rights Agreement is included as an exhibit to the Company's Quarterly Report on Form 10-Q for the period ended March 31, 2023 (File No. 001-27072) filed with the SEC on May, 15, 2023. Such Plan and the Rights are described in Part II, ITEM 5: Other Information in the foregoing Report on Form 10-Q. All of the foregoing are incorporated by reference herein. Potential Effects of Authorized but Unissued Stock We have shares of Common Stock and preferred stock available for future issuance without stockholder approval. We may utilize these additional shares for a variety of corporate purposes, including future public offerings to raise additional capital, to facilitate corporate acquisitions or payment as a dividend on the capital stock. The existence of unissued and unreserved Common Stock and preferred stock may enable our board of directors to issue shares to persons friendly to current management or to issue preferred stock with terms that could render more difficult or discourage a third-party attempt to obtain control of us by means of a merger, tender offer, proxy contest or otherwise, thereby protecting the continuity of our management. In addition, our board of directors has the discretion to determine designations, rights, preferences, privileges and restrictions, including voting rights, dividend rights, conversion rights, redemption privileges and liquidation preferences of each series of preferred stock, all to the fullest extent permissible under the DGCL and subject to any limitations set forth in our Certificate of Incorporation. The purpose of authorizing our board of directors to issue preferred stock and to determine the rights and preferences applicable to such preferred stock is to eliminate delays associated with a stockholder vote on specific

issuances. The issuance of preferred stock, while providing desirable flexibility in connection with possible financings, acquisitions and other corporate purposes, could have the effect of making it more difficult for a third-party to acquire, or could discourage a third-party from acquiring, a majority of our outstanding voting stock. **DESCRIPTION OF THE PRIVATE PLACEMENT** On September 30, 2024, we entered into a Purchase Agreement with the Selling Stockholder as Purchaser, pursuant to which we issued to the Selling Stockholder, (i) in a registered direct offering, 4,653,036 shares of our Common Stock (‐Shares‐) and (ii) in the concurrent Private Placement, we issued the Common Warrants to purchase an aggregate of up to 9,306,072 Common Warrant Shares, each with an exercise price of \$0.28. Such registered direct offering and concurrent Private Placement are referred to herein as the ‐Transactions.‐ The purchase price for Shares in the registered direct offering was \$0.27 per Share. We received aggregate gross proceeds from the Transactions of approximately \$1.26 million, before deducting fees to the Placement Agent and other estimated offering expenses payable by us. The Shares were offered by us pursuant to a shelf registration statement on Form S-3 (File No. 333-262280), which was declared effective on February 4, 2022. The Common Warrants and the Common Warrant Shares issued in the Private Placement were not registered under the Securities Act. Rather the Common Warrants and the Common Warrant Shares were issued pursuant to the exemption from registration provided in Section 4(a)(2) under the Securities Act and Rule 506(b) promulgated thereunder. The C Warrants and D Warrants are not exercisable until December 3, 2024, and will expire, respectively, 24 months and five years and six months after that date. **Exercise Limitation.** Selling Stockholder will not have the right to exercise any portion of the Common Warrants if it (together with its affiliates) would beneficially own in excess of 4.99% of the number of shares of our Common Stock outstanding immediately after giving effect to the exercise, as such percentage ownership is determined in accordance with the terms of such warrants. However, any holder may increase or decrease such percentage, provided that any increase will not be effective until the 61st day after such election. **Exercise Price Adjustment.** The exercise price of the Common Warrants is subject to appropriate adjustment in the event of certain stock dividends and distributions, stock splits, stock combinations, reclassifications or similar events affecting our Common Stock. **Exchange Listing.** There is no established trading market for Common Warrants and we do not expect a market to develop. In addition, we do not intend to apply for the listing of the Common Warrants on any national securities exchange or other trading market. **Fundamental Transactions.** If a fundamental transaction occurs, then the successor entity will succeed to, and be substituted for us, and may exercise every right and power that we may exercise and will assume all of our obligations under the Common Warrants with the same effect as if such successor entity had been named in the warrant itself. If holders of our Common Stock are given a choice as to the securities, cash or property to be received in a fundamental transaction, then the holder shall be given the same choice as to the consideration it receives upon any exercise of the Common Warrants following such fundamental transaction. In addition, the successor entity, at the request of warrant holders, will be obligated to purchase any unexercised portion of the Common Warrants in accordance with the terms of such warrants. Notwithstanding the foregoing, in the event of a fundamental transaction, the holders of the Common Warrants have the right to require us or a successor entity to redeem the common warrants for cash in the amount of the Black Scholes Value (as defined in each warrant) of the unexercised portion of the common warrants concurrently with or within 30 days following the consummation of a fundamental transaction. **Rights as a Stockholder.** Except as otherwise provided in the Common Warrants or by virtue of such Warrant holder’s ownership of shares of our Common Stock, the holder of a Common Warrants will not have the rights or privileges of a holder of our Common Stock, including any voting rights, until the holder exercises such warrant. **Resale/Registration Rights.** Pursuant to the Purchase Agreement and the Common Warrants, we have filed this Registration Statement. We are using commercially reasonable efforts to cause the Registration Statement to become effective within 181 days following October 1, 2024 and to keep it effective at all times until no Purchaser owns any Warrants or Warrant Shares issuable upon exercise thereof. Maxim Group LLC acted as the Placement Agent on a ‐reasonable best efforts‐ basis, in connection with the Transactions pursuant to the Placement Agency Agreement by and between us and the Placement Agent. Pursuant to the Placement Agency Agreement, the Placement Agent was paid a cash fee of 8% of the aggregate gross proceeds paid to us for the securities sold in the Transactions and reimbursement. In addition, we have reimbursed the Placement Agent \$65,000 for certain offering-related expenses. **SELLING STOCKHOLDER** The shares of our Common Stock being offered by the Selling Stockholder are those issuable to the Selling Stockholder upon exercise of the Common Warrants. For additional information regarding the issuances of the Common Warrants and the Common Warrant Shares, see ‐Description of the Private Placement‐ elsewhere in this prospectus. We are registering these shares of our Common Stock in order to permit the Selling Stockholder to offer them for resale from time to time. Except for the ownership of shares of our Common Stock and the Common Warrants purchased in the prior transaction and the Transactions, the Selling Stockholder has not had any material relationship with us within the past three years. The following table sets forth certain information with respect to the Selling Stockholder, including (i) the number of shares of our Common Stock beneficially owned by the Selling Stockholder, including and securities exercisable for shares of our Common Stock, prior to this offering without regard to any beneficial ownership limitations contained in the Common Warrants (as specified below), (ii) the number of shares of our Common Stock being offered by the Selling Stockholder pursuant to this prospectus and (iii) the Selling Stockholder’s beneficial ownership after completion of this offering assuming the sale of all of the shares of our Common Stock covered by this prospectus and the shares issuable upon exercise of the warrants issued in the prior offering to Armistice. The registration of the shares of our Common Stock issuable to the Selling Stockholder upon the exercise of the Common Warrants does not necessarily mean that the Selling Stockholder will sell all or any of such shares, but the number of shares and percentages set forth in the final two columns below assume that all shares of our Common Stock being offered by the Selling Stockholder are sold. The table is based on information supplied to us by the Selling Stockholder, with beneficial ownership and percentage ownership determined in accordance with the rules and regulations of the SEC and includes voting or investment power with respect to shares of stock. This information does not necessarily indicate beneficial ownership for any other purpose. In computing the number of shares beneficially owned by the Selling Stockholder and the percentage ownership of the Selling Stockholder, shares of our Common Stock subject to the Common Warrants held by the Selling Stockholder that are exercisable within 60 days after October 1, 2024, are deemed outstanding. The percentage of beneficial ownership after this offering is based on 63,706,446 shares of our Common Stock outstanding on November 13, 2024. This prospectus covers the resale of 9,306,072 shares of our Common Stock that may be sold or otherwise disposed of by the Selling Stockholder. Such shares of our Common Stock are issuable to the Selling Stockholder upon the exercise of the Common Warrants. The C Warrants and D Warrants are not exercisable until December 3, 2024, and will expire, respectively, 24 months and five years and six months after that date. The Common Warrants have an exercise price of \$0.28 per share. See

Description of the Private Placement above for a more complete description of the Common Warrants. Under the terms of the Common Warrants, the Selling Stockholder may not exercise the Common Warrants to the extent such exercise would cause such Selling Stockholder, together with its affiliates and attribution parties, to beneficially own a number of shares of Common Stock that would exceed 4.99%, as applicable, of our then outstanding Common Stock following such exercise, excluding for purposes of such determination shares of Common Stock issuable upon exercise of such Common Warrants that have not been exercised. The number of shares in the second and fourth columns do not reflect this limitation. The Selling Stockholder may sell all, some or none of their shares in this offering. See Plan of Distribution.

Name of Selling Stockholder	Number of Shares of Common Stock Beneficially Owned Prior to Offering	Maximum Number of Shares of Common Stock offered for Resale in this Offering	Number of Shares of Common Stock Beneficially Owned After Offering	Percentage of Shares Beneficially Owned after Offering
Armistice Capital, LLC	20,587,988	9,306,072	0	0%

(1) Consists of (i) 9,306,072 Common Warrant Shares issuable upon the exercise of the Common Warrants and (ii) 11,281,916 shares issuable upon the exercise of the common stock warrants issued in the prior offering to Armistice. All of the foregoing warrants are subject to a beneficial ownership limitation of 4.99% of the number of shares of our Common Stock outstanding, which in each case restricts the Selling Stockholder from exercising that portion of the warrants that would result in the Selling Stockholder and its affiliates owning, after exercise, a number of shares of Common Stock in excess of the beneficial ownership limitation. The number of shares set forth in the above table does not reflect the application of this limitation.

(2) The securities are directly held by Armistice Capital Master Fund Ltd., a Cayman Islands exempted company (the "Master Fund"), and may be deemed to be beneficially owned by: (i) Armistice Capital, LLC ("Armistice Capital"), as the investment manager of the Master Fund; and (ii) Steven Boyd, as the Managing Member of Armistice Capital. The warrants are subject to a beneficial ownership limitation of 4.99%, which such limitation restricts the Selling Stockholder from exercising that portion of the warrants that would result in the Selling Stockholder and its affiliates owning, after exercise, a number of shares of common stock in excess of the beneficial ownership limitation. The address of Armistice Capital Master Fund Ltd. is c/o Armistice Capital, LLC, 510 Madison Avenue, 7th Floor, New York, NY 10022.

PLAN OF DISTRIBUTION

The Selling Stockholder of the securities and any of its pledgees, assignees and successors-in-interest may, from time to time, sell any or all of their securities covered hereby on the NYSE American or any other stock exchange, market or trading facility on which the securities are traded or in private transactions. These sales may be at fixed or negotiated prices. The Selling Stockholder may use any one or more of the following methods when selling securities:

- ordinary brokerage transactions and transactions in which the broker-dealer solicits purchasers;
- block trades in which the broker-dealer will attempt to sell the securities as agent but may position and resell a portion of the block as principal to facilitate the transaction;
- purchases by a broker-dealer as principal and resale by the broker-dealer for its account;
- an exchange distribution in accordance with the rules of the applicable exchange;
- privately negotiated transactions;
- settlement of short sales;
- in transactions through broker-dealers that agree with the Selling Stockholder to sell a specified number of such securities at a stipulated price per security;
- through the writing or settlement of options or other hedging transactions, whether through an options exchange or otherwise;
- a combination of any such methods of sale; or
- any other method permitted pursuant to applicable law.

The Selling Stockholder may also sell securities under Rule 144 or any other exemption from registration under the Securities Act, if available, rather than under this prospectus.

Broker-dealers engaged by the Selling Stockholder may arrange for other brokers-dealers to participate in sales. Broker-dealers may receive commissions or discounts from the Selling Stockholder (or, if any broker-dealer acts as agent for the purchaser of securities, from the purchaser) in amounts to be negotiated, but, except as set forth in a supplement to this prospectus, in the case of an agency transaction not in excess of a customary brokerage commission in compliance with FINRA Rule 2121; and in the case of a principal transaction a markup or markdown in compliance with FINRA Rule 2121.

In connection with the sale of the securities or interests therein, the Selling Stockholder may enter into hedging transactions with broker-dealers or other financial institutions, which may in turn engage in short sales of the securities in the course of hedging the positions they assume. The Selling Stockholder may also sell securities short and deliver these securities to close out their short positions, or loan or pledge the securities to broker-dealers that in turn may sell these securities. The Selling Stockholder may also enter into option or other transactions with broker-dealers or other financial institutions or create one or more derivative securities which require the delivery to such broker-dealer or other financial institution of securities offered by this prospectus, which securities such broker-dealer or other financial institution may resell pursuant to this prospectus (as supplemented or amended to reflect such transaction).

The Selling Stockholder and any broker-dealers or agents that are involved in selling the securities may be deemed to be "underwriters" within the meaning of the Securities Act in connection with such sales. In such event, any commissions received by such broker-dealers or agents and any profit on the resale of the securities purchased by them may be deemed to be underwriting commissions or discounts under the Securities Act. Each Selling Stockholder has informed us that it does not have any written or oral agreement or understanding, directly or indirectly, with any person to distribute the securities.

We are required to pay certain fees and expenses incurred by us incident to the registration of the securities. We have agreed to indemnify the Selling Stockholder against certain losses, claims, damages and liabilities, including liabilities under the Securities Act. We agreed to keep this prospectus effective until the earlier of (i) the date on which the securities may be resold by the Selling Stockholder without registration and without regard to any volume or manner-of-sale limitations by reason of Rule 144, without the requirement for us to be in compliance with the current public information under Rule 144 under the Securities Act or any other rule of similar effect or (ii) all of the securities have been sold pursuant to this prospectus or Rule 144 under the Securities Act or any other rule of similar effect. The resale securities will be sold only through registered or licensed brokers or dealers if required under applicable state securities laws. In addition, in certain states, the resale securities covered hereby may not be sold unless they have been registered or qualified for sale in the applicable state or an exemption from the registration or qualification requirement is available and is complied with.

Under applicable rules and regulations under the Exchange Act, any person engaged in the distribution of the resale securities may not simultaneously engage in market making activities with respect to the Common Stock for the applicable restricted period, as defined in Regulation M, prior to the commencement of the distribution. In addition, the Selling Stockholder will be subject to applicable provisions of the Exchange Act and the rules and regulations thereunder, including Regulation M, which may limit the timing of purchases and sales of the Common Stock by the Selling Stockholder or any other person. We will make copies of this prospectus available to the Selling Stockholder and have informed them of the need to deliver a copy of this prospectus to each purchaser at or prior to the time of the sale (including by compliance with Rule 172 under the Securities Act).

LEGAL

MATTERS Â Silverman, Shin & Schneider PLLC, New York, New York will pass upon the validity of the shares of our Common Stock being registered by the registration statement of which this prospectus is a part. Â EXPERTS Â The consolidated financial statements of AIM ImmunoTech, Inc. (the Company) as of December 31, 2023 and 2022 and for each of the two years in the period ended December 31, 2023 incorporated by reference in this prospectus and in the registration statement have been so incorporated in reliance upon the report of BDO USA, P.C., an independent registered public accounting firm, given on the authority of said firm as experts in auditing and accounting. Â INCORPORATION OF CERTAIN INFORMATION BY REFERENCE Â The SEC allows us to incorporate by reference into this prospectus the information contained in other documents we file with the SEC, which means that we can disclose important information to you by referring you to those documents. Any statement contained in any document incorporated or deemed to be incorporated by reference in this prospectus shall be deemed to be modified or superseded, for purposes of this prospectus, to the extent that a statement contained in or omitted from this prospectus, or in any other subsequently filed document that also is or is deemed to be incorporated by reference in this prospectus, modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this prospectus. We incorporate by reference the documents listed below which have been filed by us and any future filings we make with the SEC under Sections 13(a), 13(c), 14 or 15(d) of the Exchange Act (other than current reports furnished under Item 2.02 or Item 7.01 of Form 8-K and exhibits filed on such form that are related to such items unless such Form 8-K expressly provides to the contrary) subsequent to the date of this prospectus and before the termination or completion of the offering of the securities covered by this prospectus. We incorporate by reference into this prospectus and the registration statement of which this prospectus is a part the information or documents listed below that we have filed with the SEC (Commission File No. 001-27072): Â 1.Our Annual Report on Form 10-K for the year ended December 31, 2023; 2.Our Quarterly Reports on Form 10-Q, for the fiscal quarters ended March 31, 2024, June 30, 2024 and September 30, 2024; 3.Our Current Reports on Form 8-K, as filed with the SEC on January 10, 2024, January 10, 2024, January 25, 2024, February 9, 2024, February 20, 2024, June 3, 2024, July 15, 2024, August 1, 2024, September 12, 2024, and October 1, 2024 4.Our Definitive Proxy Statement on Schedule 14A filed with the SEC on November 4, 2024, and all Definitive Additional Materials filed then and thereafter; and 5.The description of the capital stock contained in our Registration Statement on Form S-1 (No. 333-280761) filed July 11, 2024 as updated together with any subsequent amendment or report filed with the SEC for the purpose of updating this description. Â Any statement contained in a document incorporated or deemed to be incorporated by reference into this prospectus will be deemed to be modified or superseded for purposes of this prospectus to the extent that a statement contained in this prospectus or any other subsequently filed document that is deemed to be incorporated by reference into this prospectus modifies or supersedes the statement. Any statement so modified or superseded will not be deemed, except as so modified or superseded, to constitute a part of this prospectus. Â You may request, orally or in writing, a copy of these documents, which will be provided to you at no cost (other than exhibits, unless such exhibits are specifically incorporate by reference), by contacting AIM ImmunoTech Inc. at 2117 SW Highway 484, Ocala FL 34473, Attention: Investor Relations, telephone No. (352) 448-7797. You may also access these documents on our website at <https://aimimmuno.com/>. Information on our website, any subsection, page, or other subdivision of our website, or any website linked to by content on the website, is not part of this prospectus and you should not rely on that information unless that information is also in this prospectus or incorporated by reference in this prospectus. Â WHERE YOU CAN FIND MORE INFORMATION Â We are subject to the informational requirements of the Exchange Act and in accordance therewith file reports, proxy statements and other information with the SEC. Our filings are available to the public over the Internet at the SEC's website at www.sec.gov, as well as at our website at <https://aimimmuno.com/>. Information on our website, any subsection, page, or other subdivision of our website, or any website linked to by content on the website, is not part of this prospectus and you should not rely on that information unless that information is also in this prospectus or incorporated by reference in this prospectus. Â 8 Â 9,306,072 Shares of Common Stock Â Â AIM ImmunoTech Inc. Â Â Â PROSPECTUS Â Â Â November Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â PART II Â INFORMATION NOT REQUIRED IN PROSPECTUS Â Item 13. Other Expenses of Issuance and Distribution. Â The following table sets forth the estimated costs and expenses, payable by the Company in connection with the registration and sale of the Common Stock being registered. All amounts are estimates except the SEC registration fee. Â Â Â AmountÂ SEC registration feeÂ \$384.69Â Accounting fees and expensesÂ Â 12,000 Legal fees and expensesÂ Â 20,000 MiscellaneousÂ Â 7,615.31Â Â Â Â Total expensesÂ \$40,000.00Â Â Item 14. Indemnification of Directors and Officers. Â Section 145 of the DGCL inter alia, empowers a Delaware corporation to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding (other than an action by or in the right of the corporation) by reason of the fact that such person is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. Similar indemnity is authorized for such persons against expenses (including attorneys' fees) actually and reasonably incurred in connection with the defense or settlement of any such threatened, pending or completed action or suit if such person acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the corporation, and provided further that (unless a court of competent jurisdiction otherwise provides) such person shall not have been adjudged liable to the corporation. Any such indemnification may be made only as authorized in each specific case upon a determination by the stockholders or disinterested directors or by independent legal counsel in a written opinion that indemnification is proper because the indemnitee has met the applicable standard of conduct. Â Section 145 further authorizes a corporation to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation or enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the corporation would otherwise have the power to indemnify him under Section 145. We maintain policies insuring our officers and directors against certain liabilities for actions taken in such capacities, including liabilities under the Securities Act. Â Section 102(b)(7) of the DGCL permits a corporation to include in its certificate of incorporation a provision eliminating or limiting the personal liability of a director to the corporation or its shareholders for monetary damages for breach of fiduciary duty as a director, provided that such provision shall not eliminate or limit the liability of a director (i) for any

breach of the director's duty of loyalty to the corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the DGCL (relating to unlawful payment of dividends and unlawful stock purchase or redemption) or (iv) for any transaction from which the director derived an improper personal benefit. Article Ninth of our Amended and Restated Certificate of Incorporation provides that we shall indemnify to the extent permitted by Delaware law any person whom it may indemnify thereunder, including directors, officers, employees and agents. Such indemnification (other than an order by a court) shall be made by us only upon a determination that indemnification is proper in the circumstances because the individual met the applicable standard of conduct. Advances for such indemnification may be made pending such determination. In addition, the Registrant's Amended and Restated Certificate of Incorporation eliminates, to the extent permitted by Delaware law, personal liability of directors to the Registrant and its stockholders for monetary damages for breach of fiduciary duty as directors. The foregoing discussion of our amended and restated certificate of incorporation and Delaware law is not intended to be exhaustive and is qualified in its entirety by such certificate of incorporation or law.

II-1 Insofar as the foregoing provisions permit indemnification of directors, executive officers, or persons controlling us for liability arising under the Securities Act of 1933, as amended, or the Securities Act, we have been informed that, in the opinion of the SEC, such indemnification is against public policy as expressed in the Securities Act and is therefore unenforceable.

Item 15. Recent Sales of Unregistered Securities. On September 30, 2024, the Company entered into a securities purchase agreement with the Selling Securityholder, pursuant to which the Company issued to the Selling Stockholder, (i) in a registered direct offering, 4,653,036 shares of our Common Stock and (ii) in the concurrent Private Placement, Common Warrants to purchase an aggregate of up to 9,306,072 Common Warrant shares, each with an exercise price of \$0.28. The Common Warrants consist of Class C common warrants to purchase an aggregate of up to 4,653,036 shares and Class D common warrants to purchase an aggregate of up to 4,653,036 shares. On May 31, 2024, the Company entered into a securities purchase agreement with the Selling Securityholder pursuant to which the Company issued to the Selling Stockholder, (i) in a registered direct offering, shares of our Common Stock and (ii) in the concurrent Private Placement, common warrants to purchase an aggregate of up to 11,281,916 shares, each with an exercise price of \$0.363. The common warrants consist of Class A common warrants to purchase an aggregate of up to 5,640,958 shares and Class B common warrants to purchase an aggregate of up to 5,640,958 shares.

2018 Equity Incentive Plan During the year ended December 31, 2021, the Company issued a total of 613,512 options under the 2018 Equity Incentive Plan, effective September 12, 2018 which will continue in effect for a period of 10 years from its effective date (the "2018 Plan"). During the year ended December 31, 2022, the Company issued a total of 850,000 options under the 2018 Plan. During the year ended December 31, 2023, the Company issued a total of 400,000 options under the 2018 Plan. Since the end of fiscal 2023, the Company did not issue any securities under the 2018 Plan.

Employees and Directors Stock Purchase Plan (Not equity compensation) On July 7, 2020, the Board approved a plan pursuant to which all directors, officers, and employees could purchase from the Company up to an aggregate of \$500,000 worth of shares at the market price. Pursuant to NYSE American rules, this plan was effective for a sixty-day period commencing upon the date that the NYSE American approved the Company's Supplemental Listing Application. The Company created successive new plans following the expiration of the July 7, 2020 plan. The latest plan was approved by the Board on October 21, 2024 and expires in December 2024. Under these plans, during the fiscal year ended December 31, 2021, the Company issued a total of 132,238 shares of common stock at prices ranging from \$1.16 to \$2.35 for a total of \$205,000. During the fiscal year ended December 31, 2022, the Company issued a total of 86,817 shares of common stock at prices ranging from \$0.76 to \$1.02 for a total of \$80,000. During the fiscal year ended December 31, 2023, the Company issued a total of 419,285 shares of common stock at prices ranging from \$0.31 to \$0.67 for a total of \$150,500. Since the end of fiscal 2023, the Company issued 335,603 shares of common stock at prices ranging from \$0.33 to \$0.405 for a total of \$120,001.

Azenova On December 6, 2023, the Company issued to Azenova, LLC, an option to purchase up to 360,000 shares of Company common stock at a price equal to \$0.46 per share. This Option was awarded pursuant to the Consulting Agreement dated October 16, 2023 between the Company and Azenova, LLC. The private offers, sales and issuances of securities described above was deemed to be exempt from registration under the Securities Act in reliance on either Section 4(a)(2) in that the issuance of securities to the accredited investors did not involve a public offering, or Rule 701 in that the transactions were under compensatory benefit plans and contracts relating to compensation as provided under Rule 701.

Item 16. Exhibits and Financial Statement Schedules. The exhibits to this registration statement are listed in the Exhibit Index to this registration statement, which immediately precedes the Signature Page and which Exhibit Index is hereby incorporated by reference.

Item 17. Undertakings. The undersigned registrant hereby undertakes:

(a) (1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(i) To include any prospectus required by section 10(a)(3) of the Securities Act of 1933;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than 20% change in the maximum aggregate offering price set forth in the "Calculation of Filing Fee Tables" or "Calculation of Registration Fee" table, as applicable, in the effective registration statement.

II-2 (iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement; Provided, however, That:

(A) Paragraphs (a)(1)(i) and (a)(1)(ii) of this section do not apply if the registration statement is on Form S-8, and the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the Commission by the registrant pursuant to section 13 or section 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference in the registration statement; and

(B) Paragraphs (a)(1)(i), (ii), and (iii) of this section do not apply if the registration statement is on Form S-1, Form S-3, Form SF-3 or Form F-3 and the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the Commission by the registrant pursuant to section 13 or section 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference in the registration statement, or, as to a registration statement on Form S-3, Form SF-3 or Form F-3, is contained in a form of prospectus filed pursuant to Â§ 230.424(b) that is part of the registration statement.

(2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration

statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof. (3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering. (4) That, for the purpose of determining liability under the Securities Act of 1933 to any purchaser: (i) If the registrant is relying on Rule 430B: (A) Each prospectus filed by the registrant pursuant to Rule 424(b)(3) shall be deemed to be part of the registration statement as of the date the filed prospectus was deemed part of and included in the registration statement; and (B) Each prospectus required to be filed pursuant to Rule 424(b)(2), (b)(5), or (b)(7) as part of a registration statement in reliance on Rule 430B relating to an offering made pursuant to Rule 415(a)(1)(i), (vii), or (x) (Â§ 230.415(a)(1)(i), (vii), or (x) for the purpose of providing the information required by section 10(a) of the Securities Act of 1933 shall be deemed to be part of and included in the registration statement as of the earlier of the date such form of prospectus is first used after effectiveness or the date of the first contract of sale of securities in the offering described in the prospectus. As provided in Rule 430B, for liability purposes of the issuer and any person that is at that date an underwriter, such date shall be deemed to be a new effective date of the registration statement relating to the securities in the registration statement to which that prospectus relates, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof. Provided, however, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such effective date, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such effective date; or (ii) If the registrant is subject to Rule 430C, each prospectus filed pursuant to Rule 424(b) as part of a registration statement relating to an offering, other than registration statements relying on Rule 430B or other than prospectuses filed in reliance on Rule 430A, shall be deemed to be part of and included in the registration statement as of the date it is first used after effectiveness. Provided, however, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such first use, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such date of first use. (iii) If the registrant is relying on Â§ 230.430D: (A) Each prospectus filed by the registrant pursuant to Â§ 230.424(b)(3) and (h) shall be deemed to be part of the registration statement as of the date the filed prospectus was deemed part of and included in the registration statement; and (B) Each prospectus required to be filed pursuant to Â§ 230.424(b)(2), (b)(5), or (b)(7) as part of a registration statement in reliance on Â§ 230.430D relating to an offering made pursuant to Â§ 230.415(a)(1)(vii) or (a)(1)(xii) for the purpose of providing the information required by section 10(a) of the Securities Act of 1933 shall be deemed to be part of and included in the registration statement as of the earlier of the date such form of prospectus is first used after effectiveness or the date of the first contract of sale of securities in the offering described in the prospectus. As provided in Â§ 230.430D, for liability purposes of the issuer and any person that is at that date an underwriter, such date shall be deemed to be a new effective date of the registration statement relating to the securities in the registration statement to which that prospectus relates, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof. Provided, however, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such effective date, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such effective date; or II-3 (5) That, for the purpose of determining liability of the registrant under the Securities Act of 1933 to any purchaser in the initial distribution of the securities: The undersigned registrant undertakes that in a primary offering of securities of the undersigned registrant pursuant to this registration statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, the undersigned registrant will be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser: (i) Any preliminary prospectus or prospectus of the undersigned registrant relating to the offering required to be filed pursuant to Rule 424; (ii) Any free writing prospectus relating to the offering prepared by or on behalf of the undersigned registrant or used or referred to by the undersigned registrant; (iii) The portion of any other free writing prospectus relating to the offering containing material information about the undersigned registrant or its securities provided by or on behalf of the undersigned registrant; and (iv) Any other communication that is an offer in the offering made by the undersigned registrant to the purchaser. (b) The undersigned registrant hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of the registrant's annual report pursuant to section 13(a) or section 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof. II-4 INDEX TO EXHIBITS Exhibit No. Description 1.1 Placement Agency Agreement, dated May 31, 2024, by and among the Company and Maxim Group LLC. (incorporated by reference to exhibit 1.1 to the Company's Current report on Form 8-K (No. 001-27072) filed June 3, 2024). 3.1(i)(1) Certificate of Incorporation, as amended and Restated (incorporated by reference to exhibits 3.1(i)(1) to the Company's Quarterly report on Form 10-Q (No. 001-27072) for the period ended September 30, 2024 filed November 14, 2024). 3.3(i) Amendment to Certificate of Incorporation (incorporated by reference to Appendix A to the Company's Definitive Proxy Statement on Schedule 14A (No. 001-13441) filed September 16, 2011). 3.4(i) Amendment to Certificate of Incorporation (incorporated by reference to Appendix A to the Company's Definitive Proxy Statement on Schedule 14A (No. 000-27072) filed June 27, 2016). 3.5(i) Amendment to Certificate of Incorporation (incorporated by reference to exhibit 3.11 to the Company's Current report on Form 8-K (No. 001-27072) filed June 5, 2019). 3.6(i) Amendment to Certificate of Incorporation (incorporated by reference to Exhibit 3.11 to the Company's Current report on Form 8-K (No. 001-27072) filed August 23, 2019). 3.7(i) Certificate of Designation of Preference, Rights and Limitations of Series B Convertible Preferred Stock (incorporated by reference to Exhibit 3.5 to the Amendment to the Company's Registration Statement on Form S-1/A (No. 333-229051) filed February 6, 2019). 3.8(ii) Amended and

Restated By-Laws. (incorporated by reference to Exhibit 3.1(ii) to the Company's current report on Form 8-K (No. 001-27072) filed August 1, 2024).
4.1 Specimen certificate representing our Common Stock (incorporated by reference to Exhibit 4.1 to the Company's Quarterly report on Form 10-Q (No. 000-27072) for the period ended September 30, 2024).
4.2 Amended and Restated Rights Agreement, dated as of November 14, 2017, between the Company and American Stock Transfer & Trust Company LLC. The Amended and Restated Right Agreement includes the Form of Certificate of Designation, Preferences and Rights of the Series A Junior Participating Preferred Stock, the Form of Rights Certificate and the Summary of the Right to Purchase Preferred Stock (incorporated by reference to Exhibit 1 to the Company's Registration Statement on Form 8-A12B (No. 001-27072) filed November 14, 2017).
4.3 Amended and Restated Rights Agreement, dated as of November 9, 2022, between the Company and American Stock Transfer & Trust Company LLC. (incorporated by reference to Exhibit 4.4 to the Company's Registration Statement on Form 8-A12B (No. 001-27072) filed November 14, 2022).
4.4 Amended and Restated Rights Agreement, dated as of February 9, 2023, between the Company and American Stock Transfer & Trust Company LLC. (incorporated by reference to Exhibit 1 to the Company's Registration Statement on Form 8-A12B (No. 001-27072) filed February 10, 2023).
4.5 Third Amended and Restated Rights Agreement, dated May 12, 2023 between the Company and American Stock Transfer & Trust Company, LLC. (incorporated by reference to exhibit 4.6 to Amendment No. 3 to the Company's Registration Statement on Form 8-A12B (No. 001-27072) filed May 15, 2023).
4.6 Form of Indenture filed with Form S-3 Universal Shelf Registration Statement (incorporated by reference to Exhibit 4.4 to the Company's Form S-3 Registration Statement (No. 333- 262280) filed January 21, 2022).
4.7 Form of Warrant pursuant to August 30, 2016 Securities Purchase Agreement (incorporated by reference to Exhibit 4.1 to the Company's Current report on Form 8-K (No. 000-270720 filed September 1, 2016).
4.8 Form of Warrant pursuant to February 1, 2017 Securities Purchase Agreement (incorporated by reference to Exhibit 4.1 to the Company's Current report on Form 8-K (No. 000-27072) filed February 3, 2017).
4.9 Rights Offering Form of Non-Transferable Subscription Rights Certificate (incorporated by reference to Exhibit 4.14 to the Company's Registration Statement on Form S-1/A (No. 333-229051) filed February 6, 2019).
4.10 Rights Offering Form of Warrant Agreement (incorporated by reference to Exhibit 4.1 to the Company's Current report on Form 8-K filed February 27, 2019 and is hereby incorporated by reference).
4.11 Rights Offering Form of Warrant Certificate (incorporated by reference to Exhibit 4.15 to the Company's Registration Statement on Form S-1/A (No. 333-229051) filed February 6, 2019).
4.12 Rights Offering Warrant Agency Agreement with American Stock Transfer & Trust (incorporated by reference to Exhibit 4.1 to the Company's Current report on Form 8-K (No.001-27072) filed March 8, 2019).
4.13 Form of Class A and Class B Warrants to Purchase Common Stock (June 2024 (incorporated by reference to exhibit 4.1 to the Company's Current report on Form 8-K (No. 001-27072) filed June 3, 2024).
5.1 Opinion of Silverman Shin & Schneider PLLC*
10.1 Form of Confidentiality, Invention and Non-Compete Agreement (incorporated by reference to Exhibits of the Company's Registration Statement on Form S-1 (No. 33-93314) filed November 2, 1995).
10.2 Form of Clinical Research Agreement (incorporated by reference to Exhibits of the Company's Registration Statement on Form S-1 (No. 33-93314) filed November 2, 1995).
10.3 Supply Agreement with HollisterStier Laboratories LLC dated December 5, 2005 (incorporated by reference to Exhibit 10.46 to the Company's Annual report on Form 10-K (No. 001-13441) for the year ended December 31, 2005).
10.4 Amendment to Supply Agreement with HollisterStier Laboratories LLC dated February 25, 2010 (incorporated by reference to Exhibit 10.68 to the Company's Annual report on Form 10-K (No. 001-13441) for the year ended December 31, 2009).
10.5 Vendor Agreement with Armada Healthcare, LLC dated August 15, 2011 (incorporated by reference Exhibit 10.2 to the Company's Quarterly report on Form 10-Q (No. 001-131) for the period ended September 30, 2011).
10.6 Amendment to Supply Agreement with HollisterStier Laboratories LLC executed September 9, 2011 (incorporated by reference to Exhibit 10.22 to the Company's Annual report on Form 10-K (No. 001-13441) for the year ended December 31, 2011).
10.7 Vendor Agreement extension with Armada Healthcare, LLC dated August 14, 2012 (incorporated by reference to Exhibit 10.1 to the Company's Current report on Form 8-K (No. 000-27072) filed August 15, 2012).
10.8 Vendor Agreement extension with Armada Healthcare, LLC dated July 19, 2013 (incorporated by reference to Exhibit 10.22 to the Company's Annual report on Form 10-K (No. 000-27072) for the year ended December 31, 2013).
10.9 Vendor Agreement extension with Bio Ridge Pharma, LLC and Armada Healthcare, LLC dated August 8, 2014. (incorporated by reference to Exhibit 10.24 to the Company's Annual report on Form 10-K (No. 000-27072) for the year ended December 31, 2014).
10.10 Sales, Marketing, Distribution, and Supply Agreement with Emerge Health Pty Ltd. dated March 9, 2015. (incorporated by reference to Exhibit 10.25 to the Company's Annual report on Form 10-K (No. 000-27072) for the year ended December 31, 2014).**
10.11 Vendor Agreement extension with Armada Healthcare, LLC dated July 29, 2015 (incorporated by reference to Exhibit 10.1 to the Company's Quarterly report on Form 10-Q (No. 000-27072) for the period ended June 30, 2015).
10.12 Early Access Agreement with Impatients N.V. dated August 3, 2015. (incorporated by reference to Exhibit 10.1 to the Company's Quarterly report on Form 10-Q (No. 001-13441) for the period ended September 30, 2015).**
10.13 Sales, Marketing, Distribution, and Supply Agreement with Emerge Health Pty Ltd. dated August 6, 2015. (incorporated by reference to Exhibit 10.4 to the Company's Quarterly report on Form 10-Q (No. 000-27072) for the period ended June 30, 2015).**
10.14 Addendum to Early Access Agreement with Impatients N.V. dated October 16, 2015. (incorporated by reference to Exhibit 10.2 to the Company's Quarterly report on Form 10-Q (No. 001-13441) for the period ended September 30, 2015).**
10.15 2016 Senior Executive Deferred Cash Performance Award Plan (incorporated by reference to Exhibit 10.1 to the Company's Current report on Form 8-K (No. 000-27072) filed February 4, 2016).
10.16 Sales, Marketing, Distribution and Supply Agreement (the "Agreement") with Scientific Products Pharmaceutical Co. LTD dated March 3, 2016 (incorporated by reference to Exhibit 10.1 to the Company's Quarterly report on Form 10-Q (No. 000-27072) for the period ended March 31, 2016).**
10.17 Agreement between Avrio Biopharmaceuticals ("Avrio") and the Company dated July 20, 2016 (incorporated by reference to Exhibit 10.1 to the Company's Quarterly report on Form 10-Q (No.000-27072) for the period ended June 30, 2016).**
10.18 Licensing Agreement dated April 13, 2016 with Lonza Sales AG (incorporated by reference to Exhibit 10.2 to the Company's report Form 10-Q/A (No. 000-27072) for the period ended March 31, 2016).**
10.19 Form of Securities Purchase Agreement entered into on August 30, 2016 (incorporated by reference to Exhibit 10.1 to the Company's Current report Form 8-K (No. 000-27072) filed September 1, 2016).
10.20 Amended and Restated Early Access Agreement with Impatients N.V. dated May 20, 2016. (incorporated by reference to Exhibit 10.1 to the Company's report Form 8-K/A (No. 000-27072) filed May 8, 2017).**
10.21

Â December 13, 2016 Amendment No. 1 to Amended and Restated Early Access Agreement with Impatiens N.V. (incorporated by reference to Exhibit 10.45 to the Companyâ€™s Annual report on Form 10-K (No. 001-27072) for the year ended December 31, 2017). Â Â Â 10.22 Â June 28, 2017 Amendment No. 2 to Amended and Restated Early Access Agreement with Impatiens N.V. (incorporated by reference to Exhibit 10.46 to the Companyâ€™s Annual report on Form 10-K (No. 001-27072) for the year ended December 31, 2017). Â Â Â 10.23 Â February 14, 2018 Amendment No. 3 to Amended and Restated Early Access Agreement with Impatiens N.V. (incorporated by reference to Exhibit 10.47 to the Companyâ€™s Annual report on Form 10-K (No. 001-27072) for the year ended December 31, 2017). Â Â Â 10.24 Â March 26, 2018 Amendment No. 4 to Amended and Restated Early Access Agreement with Impatiens N.V. (incorporated by reference to Exhibit 10.48 to the Companyâ€™s Annual report on Form 10-K (No. 001-27072) for the year ended December 31, 2017). Â Â Â 10.25 Â Form of Stock Purchase Agreement entered into on March 21, 2018 (incorporated by reference to Exhibit 10.1 to the Companyâ€™s Current report on Form 8-K (No. 001-27072) filed March 22, 2018). Â Â Â 10.26 Â Form of Securities Purchase Agreement entered into on May 24, 2018 (incorporated by reference to Exhibit 10.55 to the Companyâ€™s Registration Statement on Form S-1 (No. 333-226057) filed July 2, 2018). Â Â Â 10.27 Â Amended and Restated 2018 Equity Incentive Plan (filed with the Securities and Exchange Commission as Appendix A to the Companyâ€™s Definitive Proxy Statement on Schedule 14A (No. 001-27072) filed on August 20, 2019). Â Â Â 10.28 Â October 9, 2018, Clinical Trial Agreement with Roswell Park Comprehensive Cancer Center (incorporated by reference to Exhibit 10.1 to the Companyâ€™s Quarterly report on Form 10-Q (No. 000-27072) for the period ended September 30, 2018). Â Â Â 10.29 Â October 8, 2018, Restated First Amendment to Purchase and Sale Agreement (incorporated by reference to Exhibit 10.2 to the Companyâ€™s Quarterly report on Form 10-Q (No. 000-27072) for the period ended September 30, 2018). Â Â Â 10.30 Â October 9, 2018, Restated Bill of Sale for the Restated First Amendment and Sale Agreement (incorporated by reference to Exhibit 10.3 to the Companyâ€™s Quarterly report on Form 10-Q (No. 000-27072) for the period ended September 30, 2018). Â II-6 Â Â 10.31 Â Form of Agreement between the Company and the Warrant holders.- May 2, 2019 (incorporated by reference to Exhibit 10.1 to the Companyâ€™s Current report on Form 8-K (No. 001-27072) filed May 2, 2019). Â Â Â 10.32 Â March 20, 2020 Amendment to 2017 Material Transfer and Research Agreement with Roswell Park Cancer Institute (incorporated by reference to Exhibit 10.1 to the Companyâ€™s Current report on Form 8-K (No. 001-27072) filed March 26, 2020). Â Â Â 10.33 Â April 1, 2020 Material Transfer and Research Agreement with Shenzhen Smoore Technology Limited (incorporated by reference to Exhibit 10.1 to the Companyâ€™s Current report on Form 8-K (No. 001-27072) filed April 6, 2020). Â Â Â 10.34 Â April 21, 2020 Mutual Confidentiality Agreement with UMN Pharma Inc., National Institute of Infectious Diseases, and Shionogi & Co., Ltd (incorporated by reference to Exhibit 10.1 to the Companyâ€™s Current report on Form 8-K (No. 001-27072) filed April 27, 2020). Â Â Â 10.35 Â June 1, 2020, Material Transfer and Research Agreement with the University of Rochester. (Portions of this Agreement have been redacted in compliance with Regulation S-K Item 601(b)(10)) (incorporated by reference to Exhibit 10.1 to the Companyâ€™s Quarterly report on Form 10-Q (No. 000-27072) for the period ended June 30, 2020). Â Â Â 10.36 Â June 23, 2020, Specialized Services Agreement with Utah State University. (Portions of this Agreement have been redacted in compliance with Regulation S-K Item 601(b)(10)) (incorporated by reference to Exhibit 10.2 to the Companyâ€™s Quarterly report on Form 10-Q (No. 000-27072) for the period ended June 30, 2020). Â Â Â 10.37 Â July 1, 2020, Material Transfer and Research Agreement with the Japanese National Institute of Infectious Diseases and Shionogi & Co., Ltd. (Portions of this Agreement have been redacted in compliance with Regulation S-K Item 601(b)(10)) (incorporated by reference to Exhibit 10.3 to the Companyâ€™s Quarterly report on Form 10-Q (No. 000-27072) for the period ended June 30, 2020). Â Â Â 10.38 Â July 6, 2020, Clinical Trial Agreement with Roswell Park Comprehensive Cancer Center. (Portions of this Agreement have been redacted in compliance with Regulation S-K Item 601(b)(10)) (incorporated by reference to Exhibit 10.5 to the Companyâ€™s Quarterly report on Form 10-Q (No. 000-27072) for the period ended June 30, 2020). Â Â Â 10.39 Â August 6, 2020, Project Work Order with Amarex Clinical Research LLC. (Portions of this Agreement have been redacted in compliance with Regulation S-K Item 601(b)(10)) (incorporated by reference to Exhibit 10.5 to the Companyâ€™s Quarterly report on Form 10-Q (No. 000-27072) for the period ended June 30, 2020). Â Â Â 10.40 Â November 10, 2020 employment agreement with Thomas K. Equals. (incorporated by reference to Exhibit 10.1 to the Companyâ€™s Quarterly report on Form 10-Q (No. 000-27072) for the period ended September 30, 2020). Â Â Â 10.41 Â December 22, 2020 Master Service Agreement with Pharmaceuticals International Inc. as a Fill & Finish provider for Ampligen (incorporated by reference to Exhibit 10.75 to the Companyâ€™s Annual report on Form 10-K (No. 001-27072) for the year ended December 31, 2020). Â Â Â 10.42 Â January 11, 2021 Sponsor Agreement with Centre for Human Drug Research. (Portions of this Agreement have been redacted in compliance with Regulation S-K Item 601(b)(10)) (incorporated by reference to Exhibit 10.76 to the Companyâ€™s Annual report on Form 10-K (No. 001-27072) for the year ended December 31, 2020). Â II-7 Â Â 10.43 Â November 29, 2020, Material Transfer and Research Agreement with Leyden Laboratories, B.V. (Portions of this Agreement have been redacted in compliance with Regulation S-K Item 601(b)(10)) (incorporated by reference to Exhibit 10.77 to the Companyâ€™s Annual report on Form 10-K (No. 001-27072) for the year ended December 31, 2020). Â Â Â 10.44 Â December 30, 2020 Amendment to Project Work Order with Amarex Clinical Research LLC. (Portions of this Agreement have been redacted in compliance with Regulation S-K Item 601(b)(10)) (incorporated by reference to Exhibit 10.78 to the Companyâ€™s Annual report on Form 10-K (No. 001-27072) for the year ended December 31, 2020). Â Â Â 10.45 Â December 23, 2020 Amendment to Master Service Agreement with Pharmaceuticals International Inc. as a Fill & Finish provider for Ampligen (incorporated by reference to Exhibit 10.79 to the Companyâ€™s Annual report on Form 10-K (No. 001-27072) for the year ended December 31, 2020). Â Â Â 10.46 Â March 24, 2021 employment agreement with Peter Rodino (incorporated by reference to Exhibit 10.80 to the Companyâ€™s Annual report on Form 10-K (No. 001-27072) for the year ended December 31, 2020). Â Â Â 10.47 Â April 1, 2021 extension of April 1, 2020 Material Transfer and Research Agreement with Shenzhen Smoore Technology Limited. (incorporated by reference to Exhibit 10.3 to the Companyâ€™s Quarterly report on Form 10-Q (No. 001-27072) for the period ended March 31, 2021). Â Â Â 10.48 Â Material Transfer And Research Agreement with the University of Cagliari Dipartimento di Scienze della Vita e dellâ€™Ambiente executed on April 5, 2021 (Portions of this Agreement have been redacted in compliance with Regulation S-K Item 601(b)(10)) (incorporated by reference to Exhibit 10.4 to the Companyâ€™s Quarterly report on Form 10-Q (No. 001-27072) for the period ended March 31, 2021). Â Â Â 10.49 Â Material Transfer and Research agreement with Roswell Park Comprehensive Cancer Center executed on April 14, 2021 (Portions of this Agreement have been redacted in compliance with Regulation S-K Item 601(b)(10)) (incorporated by reference to Exhibit 10.2 to the Companyâ€™s Quarterly report on Form 10-Q (No. 001-27072) for the period ended March 31, 2021). Â Â Â 10.50 Â April 19, 2021 Purchase and Sale Agreement with

Phoenix Equipment Corporation, Branford Auctions, LLC and Perry Videx LLC (incorporated by reference to Exhibit 10.1 to the Company's Quarterly report on Form 10-Q (No. 001-27072) for the period ended March 31, 2021). Â Â 10.51 Â May 12, 2021 Amendment to the Renewed Sales, Marketing, Distribution and Supply Agreement with GP Pharm. (Portions of this Agreement have been redacted in compliance with Regulation S-K Item 601(b)(10)) (incorporated by reference to Exhibit 10.5 to the Company's Quarterly report on Form 10-Q (No. 001-27072) for the period ended March 31, 2021). Â Â 10.52 Â May 21, 2021 extension of April 1, 2020 Material Transfer and Research Agreement with Shenzhen Smoore Technology Limited (incorporated by reference to Exhibit 10.2 to the Company's Quarterly report on Form 10-Q (No. 001-27072) for the period ended June 30, 2021). Â Â 10.53 Â July 8, 2021 Reservation and Start-Up Agreement with hVIVO Services Limited (Portions of this Agreement have been redacted in compliance with Regulation S-K Item 601(b)(10)) (incorporated by reference to Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q (No. 000-27072) for the period ended June 30, 2021 filed August 16, 2021). Â Â 10.54 Â September 27, 2021 Clinical Trial Agreement with hVIVO Services Limited (Portions of this Agreement have been redacted in compliance with Regulation S-K Item 601(b)(10)) (incorporated by reference to Exhibit 10.2 to the Company's Quarterly report on Form 10-Q (No. 000-27072) for the period ended September 30, 2021). Â Â 10.55 Â March 1, 2022 Consulting Agreement with Foresite Advisors, LLC pursuant to which Robert Dickey IV will serve as the Company's Chief Financial Officer (Portions of this agreement have been redacted in compliance with Regulation S-K Item 601(b)(10)) (incorporated by reference to Exhibit 10.78 to the Company's Annual report on Form 10-K (No. 001-27072) for the year ended December 31, 2021). Â Â 10.56 Â March 1, 2022 Amendment to Clinical Trial Agreement with hVIVO Services Ltd dated September 27, 2021. (incorporated by reference to Exhibit 10.80 to the Company's Annual report on Form 10-K (No. 001-27072) for the year ended December 31, 2021). Â II-8 Â 10.57 Â March 3, 2022 Agreement of Sale and Purchase with Acellories, Inc for sale of 783 Jersey Avenue, New Brunswick, NJ building. (incorporated by reference to Exhibit 10.81 to the Company's Annual report on Form 10-K (No. 001-27072) for the year ended December 31, 2021). Â Â 10.58 Â March 8, 2022 Change order to Master Service Agreement with Pharmaceuticals International Inc. as a Fill & Finish provider for Ampligen. (incorporated by reference to Exhibit 10.82 to the Company's Annual report on Form 10-K (No. 001-27072) for the year ended December 31, 2021). Â Â 10.59 Â April 7, 2022 Project Work Order with Amarex Clinical Research LLC.to manage Phase 2 clinical trial in advanced pancreatic cancer patients (Portions of this Agreement have been redacted in compliance with Regulation S-K Item 601(b)(10)) (incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K (No. 001-27072) filed April 12, 2022). Â Â 10.60 Â June 13, 2022 Project Work Order with Amarex Clinical Research LLC. for a Randomized Double Blind, Placebo Controlled study to Evaluate the Efficacy and Safety of Ampligen in Patients with Post Covid Conditions (Portions of this Agreement have been redacted in compliance with Regulation S-K Item 601(b)(10)) (incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K (No. 001-27072) filed June 17, 2022). Â Â 10.61 Â June 16, 2022 Lease agreement entered into with New Jersey Economic Development Authority for 5,210 square-foot R&D facility at the New Jersey Bioscience Center (incorporated by reference 10.1 to the Company's Current Report on Form 8-K (No.001-27072) filed June 21, 2022). Â Â 10.62 Â June 27, 2022 First Amendment to Agreement of Sale and Purchase with Acellories, Inc. (incorporated by reference 10.86 to the Company's Quarterly report on Form 10-Q (No. 000-27072) for the period ended June 30, 2022 filed August 15, 2022). Â Â 10.63 Â August 2, 2022 Second Amendment to Agreement of Sale and Purchase with Acellories, Inc. (incorporated by reference 10.87 to the Company's Quarterly report on Form 10-Q (No. 000-27072) for the period ended June 30, 2022 filed August 15, 2022). Â Â 10.64 Â August 10, 2022 Termination agreement with Shenzhen Smoore Technology Limited (incorporated by reference 10.88 to the Company's Quarterly report on Form 10-Q (No. 000-27072) for the period ended June 30, 2022 filed August 15, 2022). Â Â 10.65 Â October 5, 2022 Lease extension for Riverton office (incorporated by reference 10.4 to the Company's Quarterly report on Form 10-Q (No. 001-27072) for the period ended September 30, 2022 filed November 14, 2022). Â Â 10.66 Â October 11, 2022 Material Transfer and Research Agreement with University of Pittsburgh (portions of this agreement have been redacted in compliance with Regulation S-K Item 601(b)(10)) (incorporated by reference 10.5 to the Company's Quarterly report on Form 10-Q (No. 001-27072) for the period ended September 30, 2022 filed November 14, 2022). Â Â 10.67 Â October 21, 2022 Material Transfer and Research Agreement with University of Pittsburgh (portions of this agreement have been redacted in compliance with Regulation S-K Item 601(b)(10)) (incorporated by reference 10.6 to the Company's Quarterly report on Form 10-Q (No. 001-27072) for the period ended September 30, 2022 filed November 14, 2022). Â Â 10.68 Â October 21, 2022 Fourth Amendment to Agreement of Sale and Purchase with Acellories, Inc)) (incorporated by reference 10.7 to the Company's Quarterly report on Form 10-Q (No. 001-27072) for the period ended September 30, 2022 filed November 14, 2022). Â Â 10.69 Â December 5, 2022 Master Service Agreement between Sterling Pharma Solutions Limited and AIM ImmunoTech Inc. (incorporated by reference to Exhibit 10.93 to the Company's annual report on Form 10-K (No. 001-27072) for the year ended December 31, 2022). Â Â 10.70 Â January 13, 2023 Study Support Agreement with Erasmus University Medical Center Rotterdam (portions of this agreement have been redacted in compliance with Regulation S-K Item 601(b)(10)) (incorporated by reference to Exhibit 10.94 to the Company's annual report on Form 10-K (No.001-27072) for the year ended December 31, 2022). Â Â 10.71 Â January 13, 2023 Co-ordination Agreement with Erasmus University Medical Center Rotterdam and AstraZeneca BV (portions of this agreement have been redacted in compliance with Regulation S-K Item 601(b)(10)) (incorporated by reference to Exhibit 10.95 to the Company's annual report on Form 10-K (No. 001-27072) for the year ended December 31, 2022). Â Â 10.72 Â March 1, 2023 Extension Agreement with Foresite Advisors LLC (incorporated by reference to Exhibit 10.96 to the Company's annual report on Form 10-K (No. 001-27072) for the year ended December 31, 2022). Â Â 10.73 Â April 4, 2023 Unrestricted Grant Agreement with Erasmus University Medical Center (incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K (No. 001-27072) filed April 7, 2023). Â Â 10.74 Â April 5, 2023 Independent Contractor Service Agreement with Casper H.J van Eijck (incorporated by reference to Exhibit 10.2 to the Company's Current Report on Form 8-K (No. 001-27072) filed April 7, 2023). Â II-9 Â 10.75 Â April 19, 2023 Equity Distribution Agreement with Maxim Group, LLC (incorporated by reference to Exhibit 10.2 to the Company's Current Report on Form 8-K (No. 001-27072) filed April 19, 2023). Â Â 10.76 Â Material Transfer and Research Agreement, dated as of May 22, 2023, with Japanese National Institute of Infectious Disease (portions of this agreement have been redacted in compliance with Regulation S-K Item 601(b)(10)) (incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K (No. 001-27072) filed May 30, 2023). Â Â 10.77 Â September 20, 2023 Amended and Restated Material Transfer and Research Agreement with Roswell Park Cancer Institute Corporation d/b/a Roswell Park Comprehensive Cancer Center (incorporated by

reference to Exhibit 10.1 to the Company's Current Report of Form 8-K (No. 001-27072) filed September 29, 2023).
10.78 February 16, 2024 Note Purchase Agreement with Streeterville Capital LLC (incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K (No. 001-27072) filed February 20, 2024).
10.79 February 16, 2024 Promissory Note with Streeterville Capital LLC (incorporated by reference to Exhibit 10.2 to the Company's Current Report on Form 8-K (No. 001-27072) filed February 20, 2024).
10.80 March 28, 2024 Atlas Equity Purchase Agreement (incorporated by reference to Exhibit 10.104 to the Company's annual report on Form 10-K (No. 001-27072) for the year ended December 31, 2023).
10.81 March 28, 2024 Atlas Registration Rights Agreement (incorporated by reference to Exhibit 10.104 to the Company's annual report on Form 10-K (No. 001-27072) for the year ended December 31, 2023).
10.82 October 4, 2023 Lease extension for Riverton office (incorporated by reference to Exhibit 10.106 to the Company's Registration Statement on Form S-1 (No.333-278839) filed April 19, 2024).
10.83 March 15, 2024 Addendum 1 to Lease for Ocala office (incorporated by reference to Exhibit 10.107 to the Company's Registration Statement on Form S-1 (No.333-278839) filed April 19, 2024).
10.84 Form of Securities Purchase Agreement, dated as of May 31, 2024, by and among the Company and the investor thereto (incorporated by reference to exhibit 10.1 to the Company's Current report on Form 8-K (No. 001-27072) filed June 3, 2024).
10.85 August 12, 2024 Amendment to Employment Agreement for Thomas K Equels (incorporated by reference to exhibit 10.4 to the Company's Quarterly report on form 10-Q (No. 001-27072) for period ended June 30, 2024).
10.86 August 12, 2024 Amendment to Employment Agreement for Peter W Rodino III (incorporated by reference to exhibit 10.5 to the Company's Quarterly report on form 10-Q (No. 001-27072) for period ended June 30, 2024).
10.87 September 11, 2024 Amendment to Employment Agreement for Thomas K Equels (incorporated by reference to exhibit 10.1 to the Company's Current report on Form 8-K (No. 001-27072) filed September 12, 2024).
10.88 September 11, 2024 Amendment to Employment Agreement for Peter W. Rodino III (incorporated by reference to exhibit 10.2 to the Company's Current report on Form 8-K (No. 001-27072) filed September 12, 2024).
10.89 September 30, 2024 Securities Purchase Agreement (incorporated by reference to exhibit 10.1 to the Company's Current Report on Form 8-K (No. 001-27072) filed October 1, 2024).
10.90 September 30, 2024 Placement Agency Agreement with Maxim Group LLC (incorporated by reference to exhibit 1.1 to the Company's Current Report on Form 8-K (No. 001-27072) filed October 1, 2024).
10.91 October 1, 2024 Class C Common Stock Purchase Warrant with Armistice Capital Master Fund Ltd (incorporated by reference to exhibit 4.1 to the Company's Current Report on Form 8-K (No. 001-27072) filed October 1, 2024).
10.92 October 1, 2024 Class D Common Stock Purchase Warrant with Armistice Capital Master Fund Ltd (incorporated by reference to exhibit 4.2 to the Company's Current Report on Form 8-K (No. 001-27072) filed October 1, 2024).
10.93 September 19, 2024 Lease extension for Riverton office (incorporated by reference 10.15 to the Company's Quarterly report on Form 10-Q (No. 000-27072) for the period ended September 30, 2024 filed November 14, 2024).
21.1 List of Subsidiaries (incorporated by reference to Exhibit 10.104 to the Company's annual report on Form 10-K (No. 001-27072) for the year ended December 31, 2023).
23.1 Consent of BDO USA, P.C.*
24 Power of Attorney (contained in the signature page of this registration statement)
107 Calculation of Filing Fee Table*
* Filed herewith. ** Certain confidential portions of this Exhibit were omitted by means of marking such portions with brackets (â€œ[***]â€œ) because the identified confidential portions (i) are not material and (ii) would be competitively harmful if publicly disclosed.
II-10 SIGNATURES Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this registration statement on Form S-1 to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Ocala, State of Florida, on November 15, 2024.
AIM IMMUNOTECH INC.
By: /s/ Thomas K Equels Thomas K. Equels, Chief Executive Officer
POWER OF ATTORNEY
KNOW ALL BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Thomas K. Equals and Peter W. Rodino III, and each of them, as his or her true and lawful attorney-in-fact and agent, each with the full power of substitution, for him or her and in his or her name, place or stead, in any and all capacities, to sign any and all amendments to this registration statement (including post-effective amendments), and to sign any registration statement for the same offering covered by this registration statement that is to be effective upon filing pursuant to Rule 462(b) promulgated under the Securities Act, and all post-effective amendments thereto, and to file the same, with exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or their substitute or substitutes, may lawfully do or cause to be done by virtue hereof.
Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement has been signed by the following persons in the capacities and on the dates indicated:
Signature Title Date
/s/ Thomas K. Equels Thomas K, Equals Chief Executive Officer and Director (Principal Executive Officer) November 15, 2024
/s/ Robert Dickey IV Robert Dickey IV Chief Financial Officer (Principal Financial Officer) November 15, 2024
/s/ Nancy K. Bryan Nancy K. Bryan Director November 15, 2024
/s/ Stewart L. Appelrouth Stewart L. Appelrouth Director November 15, 2024
/s/ William M. Mitchell, M.D., Ph.D. Director (Chairman) William M. Mitchell, M.D. Ph.D. November 15, 2024
II-11 EX-5.1 2 ex5-1.htm Exhibit 5.1 SILVERMAN SHIN & SCHNEIDER PLLC Wall Street Plaza 88 Pine Street â€œ 22nd Floor New York, New York 10005 (212) 779-8600 Fax (917) 720-0863 November 15, 2024
Board of Directors AIM ImmunoTech Inc. 2117 SW Highway 484 Ocala FL 34473
Re: Registration Statement on Form S-1.
Ladies and Gentlemen: We have acted as special counsel to AIM ImmunoTech Inc., a Delaware corporation (the â€œCompanyâ€œ), in connection with the filing by the Company of a Registration Statement on Form S-1 (the â€œRegistration Statementâ€œ) with the Securities and Exchange Commission (the â€œCommissionâ€œ) pursuant to the Securities Act of 1933, as amended (the â€œSecurities Actâ€œ). The Registration Statement relates to the registration of 9,306,072 shares of the Company's common stock, par value \$0.001 per share (the â€œSharesâ€œ), being offered by the selling security holder, together with the associated preferred stock purchase rights for Series A Junior Participating Preferred Stock, par value \$0.01 per share, of the Company (the â€œRightsâ€œ), issuable pursuant to the Third Amended and Restated Rights Agreement, dated as of May 12, 2023 (the â€œRights Agreementâ€œ) between the Company and American Stock Transfer & Trust Company, LLC (now know as Equiniti Trust Company) as rights agent (the â€œRights Agentâ€œ). This opinion letter is being furnished at your request in accordance with the requirements of Item 601(b)(5) of Regulation S-K under the Securities Act, and no opinion is expressed herein as to any matter pertaining to the contents of the Registration Statement other than as expressly stated herein with respect to the

issuance of the Shares. Â For purposes of rendering this opinion letter, we have made such legal and factual examinations and inquiries, including an examination of originals or copies certified or otherwise identified to our satisfaction as being true copies of (i) the Registration Statement; (ii) the certificate of incorporation and bylaws of the Company and the Certificate of Amendment to the Amended and Restated Certificate of Designations, Preferences and Rights of Series A Junior Participating Preferred Stock, all as amended through the date hereof (collectively, the "Governing Documents"); (iii) the Securities Purchase Agreement between the Company and the selling security holder (the "Securities Purchase Agreement"); (iv) the Rights Agreement and (v) such other agreements, instruments, corporate records and other documents as we have deemed necessary or appropriate for the purpose of issuing this opinion letter, and we have obtained from officers and other representatives and agents of the Company and from public officials, and have relied upon, such certificates, representations and assurances as we have deemed necessary or appropriate. Â Without limiting the generality of the foregoing, in our examination and in rendering this opinion letter, we have, with your permission, assumed without independent verification, that (i) the Registration Statement to be filed by the Company with the Commission is identical to the form of the document that we have reviewed; (ii) all statements as to factual matters that are contained in the Registration Statement (including the exhibits to the Registration Statement) are accurate and complete; (iii) each document we have reviewed or which is referenced herein has been duly executed and delivered by the parties thereto to the extent due execution and delivery are prerequisites to the effectiveness thereof; (iv) after any issuance of Shares, the total number of issued and outstanding shares of Common Stock, together with the total number of shares of Common Stock then reserved for issuance or obligated to be issued by the Company pursuant to any agreement or arrangement or otherwise, will not exceed the total number of shares of Common Stock then authorized under the Company's certificate of incorporation; (v) the statements of fact and representations and warranties set forth in the documents we have reviewed are, or at all relevant times will be, true and correct as to factual matters; (vi) all documents submitted to us as originals are authentic, the signatures on all documents that we have examined are genuine, and all documents submitted to us as certified, conformed, photostatic, electronic or facsimile copies conform to the original documents; and (vii) all corporate records made available to us by the Company, and all public records we have reviewed, are accurate and complete. Â Â Â We have further assumed for purposes of this opinion that (i) the Rights Agent is duly qualified to engage in the activities contemplated by the Rights Agreement; (ii) the Rights Agent has the requisite organizational and legal power and authority to perform its obligations under the Rights Agreement; (iii) the terms of the Rights will have been established so as not to violate, conflict with or constitute a default under (a) any agreement or instrument to which the Company or its properties are subject, (b) any law, rule or regulation to which the Company is subject, (c) any judicial or regulatory order or decree of any governmental authority or (d) any consent, approval, license, authorization or validation of, or filing, recording or registration with any governmental authority. Â We have also assumed that (i) at the time of issuance and delivery of the Rights, the Rights Agreement will be the valid and legally binding obligation of the Rights Agent, (ii) the Rights Agent is validly existing under the law of the jurisdiction in which it is organized and (iii) at the time of issuance and delivery of the Rights, there are a sufficient number of Rights and shares of Series A Junior Preferred Stock authorized under the Rights Agreement and the Governing Documents, as the case may be, and are not otherwise reserved for issuance. Â We are opining herein as to the General Corporation Law of the State of Delaware (the "DGCL"), and we express no opinion with respect to the applicability thereto, or the effect thereon, of the laws of any other jurisdiction, including, without limitation, any federal securities laws, rules or regulations, or any state securities or "blue sky" laws, rules or regulations or, in the case of Delaware, any other laws, or as to any matters of municipal law or the laws of any local agencies within any state. We are not admitted to practice in the State of Delaware; however, we are generally familiar with the DGCL as currently in effect and have made such inquiries as we consider necessary to render the opinions above. We have relied exclusively on the latest standard compilations of such statutes and laws as reproduced in commonly accepted unofficial publications available to us. This opinion is limited to the effect of the current state of the DGCL and the facts as they currently exist. Â Our opinions expressed below are subject to the qualifications that we express no opinion as to the applicability of, compliance with, or effect of (i) any bankruptcy, insolvency, reorganization, fraudulent transfer, fraudulent conveyance, moratorium or other similar law affecting the enforcement of creditors' rights generally, (ii) general principles of equity (regardless of whether enforcement is considered in a proceeding in equity or at law) and (iii) public policy considerations that may limit the rights of parties to obtain certain remedies. Â Based upon the foregoing and in reliance thereon, and having regard to legal considerations and other information that we deem relevant, we are of the opinion that: Â 1. The Shares have been duly authorized by the Company and, upon issuance and payment therefor in accordance with the terms of the Securities Purchase Agreement (and the agreements or certificates issued thereunder) will be validly issued, fully paid and non-assessable. Â 2 Â 2. With respect to the Rights, when (A) all actions and conditions with respect to the Shares referred to in opinion paragraph number 1 above have been taken or satisfied; and (B) if and when separated from the Shares, the Rights have been duly executed, countersigned or authenticated by the Rights Agent, registered and delivered, the Rights attached to the Shares in accordance with the Rights Agreement will constitute the valid and legally binding obligations of the Company, enforceable against the Company in accordance with their terms, except to the extent that enforcement thereof may be limited by (a) bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or other similar laws now or hereafter in effect relating creditors' rights generally, (b) general principles of equity (regardless of whether enforceability is considered in a proceeding at law or in equity), (c) an implied covenant of good faith and fair dealing, and (d) public policy considerations which may limit the rights of parties to obtain remedies. In addition, in our opinion with respect to the Rights and the Rights Agreement, (i) we express no opinion as to any determination a court of competent jurisdiction may make regarding whether the Board of Directors would be required to redeem or terminate, or take other action with respect to, the Rights at some future time based on the facts and circumstances existing at that time, (ii) we have assumed that the members of the Board of Directors acted in a manner consistent with their fiduciary duties as required under applicable law in adopting the Rights Agreement, and (iii) we address the Rights and the Rights Agreement in their entirety, and it is not settled whether the invalidity of any particular provision of the Rights Agreement or of the Rights issued thereunder would result in invalidating such Rights Agreement or Rights in their entirety. Â This opinion assumes the members of the Board of Directors have acted in a manner consistent with their fiduciary duties as required under applicable law in adopting the Rights Agreement. This opinion addresses the Rights and the Rights Agreement in their entirety, and it is not settled whether the invalidity of any particular provision of the Rights Agreement or of the Rights issued thereunder would result in invalidating such Rights in their entirety. Â The opinions expressed herein are based upon the DGCL and the facts in existence on the date hereof. In delivering this

[illegible]

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<4_T3Q_PQ+QQ\,5Q34X/S/A7Q%X^&Q^2YO@*^9/!X:> M+QV247F67X.699?F4(XO&9#7H_7,3EV.B)\BZ%&GB949?<\$9+CY<'9_3RQYEA M,PXI/DH5ZDJ=6;P]>ESJG6E4M"1%<].2C",%_JWU!(, ML>,@8Z].5/L<_2FEY I&X%P<\$<#UYX\A_P#J!'+;MI/)((_*@X(R<@C&05! M((R>00.?_)RBXIMIQ51.;\A*E-%:Z>TE&SLK2IN_+RW7[3]-)25MY)/6UT<MFK^FNC[G\?/_=&_P#!0GXN?L]/^S'^S#^SK\:/B+&\OB+XAN/\$/Q^^(_B? MX1_\$+Q9V//T7@BQ36OAMV/_O\<7?!\VNZ'JG_"&^,,\$\$WQ\$U:YT2XCN=*U7 M7/AQI=^HM;CP_+C^10?<|%/+/"CI(!_X*" MO@(\$X)_X:K^_HP#QU^CD\$=>H(M([F'FO9?^"R?[5:_MA_%)/VG_BAIEX]_P""/#?CB\^#?<PUF2X:~T^[\!_!B M>Z]:9KVCW274L"/:XUU_20SOC53K>&&8K'Q1;/<)%J\VLM<_%BGX?\$+P M;_@S^T=KNESV?<P[_GCGXQ^!_M;,>18KZ;X*#X>6?B'5J[89]_4ZOX@>\ M:KX=T71[BYL=8:_^?B2^N;6WT*2UU:<[_P!2O""@;AKA3PVX'RW/LJR%YSG= M"6)F\URC*9C,5G.'PM2&\$=5JCB*=-N=>HW=)N2G2O.6O+ M_I(?&]O[:&O_MF?<\\\$!MY\1_&FO^_C5!?!%?B7X'_!6!>,M8N]<8Z_M<;,'Q1X%7:J]^J7,VL^(CXC^'OB?<PY&WBO4XY+K5]>T;Q);>7>J:WJFE:EJ M=Q^Y...@_1PQQZG/S>X.00,]0YK_-X_4?VL^\$[_:7Q)_9;U_5+:S^?M<M0_#F^U3PO#\ M%1:5);VC>(96_P!#&\$GRN6W'RR"3@D\$%,J'DC(V'*E616!!#Y8\$G^#?'#_@Y<M%>)_\$>6T<+'#9:CL11S\X0A&G".79S"&-IT,/2@U0HX?#XM8W"J.&2I4Y4: M<%32M&[5PCF*S?(!6JM2K4Z?U/%<M.4E+\$4/857S-O5ZNUW M%%P=-_M4_M0_L[_K]D;1O@%^T?>O@9I'B7X._\$C4_\$FE!OXP_\$+X9Z=<MK^JV7C;1;:RU#6K+P5XAT+VSM99;>TN[Y9YH\I(5.QAC\N_^(?=[7[; M_P_6_P#_@JM^QK\<_BG^V9^U7\3_AYXJ4_%&#Q/X#^(7[0?Q:9>#?#\$>G? M'XM:YIUMKWAQ%XP/2M:@M<6T3C]6M(M1MYK6U+U+3K&ZAM6N8Q<1:_7!WX MH/[1O\%X.2#\\$OBCW_ZG_0!QZ'_#D<\#TK\BO^"<(V_%B/V'P,C9X0+>WD MGD_LV?T'KGZCT?UOP;DF25?HOULQK9+DE3'KP^XWQ,LPEDN3U,PG6A'BI1<MK/&U\JJ8Z.*C[&A7P^+IYC1Q&#Q."P[PTXTZE6F?FF9YAB:7B#1P,3BXTI9 MIEM^>6)KQPLZ+HX:A<C5C",W.,_9\KYE=N^J?]]G_6Z^(OQ_#\$7!*_ M]KWXB?"OQXO^&7Q!\+^#O!ESX;\;_#<_3:OX07^'KJ]^+7P_TR[GT7Q/X M?N].UG1IKS3;^L+JXT^[MYI+&^NH=QCE=&_S;&_X*6?%(@I0?%\%?VV&8*<M]J_D:_O\ CJ7+!=N50^_L,V1GYF!+YVZM7^C)_P7^4'_((_MLY_?!GP^4 MY)8?<\\+L^&HP3C)XXK_+#+=@=_F"F"~TJ@!=H8+*ZG<%QD\$#!R>3DDUYOT3\FR M7,.!>(JN/R;)[=,\<M'>_OAQH.D236.AW5IHWJ5,_,1O&F,*49L.%151DX8@D8XZYZ'G:00\ ()_X M)Y?MA:Y^P5^V;|"?VIM.DO[C1/<'BU[7XF:'9W6H*?%OPC\7VEQX:^)^@RV5 MC/#J]^@OAO5KKQ)X7LKZ*YM8_'A>\$=4>UNKK3K*%__7&L?<&_@B3P+\\1K? MQIX6G^4WA;_(3F/X@P^(-;P5-X(N-*;7X?&L7BE;Q)#;PG/H)_M^+Q\$NH<MOI#Z1G4EO6M,SU^#_20VZ7!O':S3*(<Z60<7TIYE@*>I2I4<)<FL:M.CFV6<M4J5/#4+>WD\F^%P]/#4>7^T:E&A1:IJ_P!MP%G?JLY""E6K.KC,LG*A4JRD<MY2G3;E*AB9U*DN:I>#Y*DY+^+22;>LG_#E_!'+_!1SQ1^R-'S'X"^OP-^ M(GB'X=?M#_M*>)EOI?<Q;X#2ZX8^(/PU^#WPXU32=7\6>)M)U[PYJ=CKOA; M4O&WB5_#_P/]O4EMEU_P_.7'Q*CT:Y:YT.\ELOX=O^'E_<4>Y_XS^_,8 M+2,"O[6/QV!!)+A0&*;;5 MA;WX(QC.1BO[(\&O##)N#<M_#_),+GF197B^(",<6>9K/'Y1EN85<+C%PL<3F&6YA-4\#@IT,-]6I5 M(898C#XJI*A/\$\]2G^3\7<38O,<[KU,%C<90P>]&]EAL+##8FMAZ-?&FO#0_VJ?CAX=T9=9\3^>KW5];U)=(VZ1I M6A:4M[J]P-.T73-.TJU\NRL;:&,KD?)<@W!'_!&7]C\#^T/VG.IT'_&8' MQ_-?Y>^*U/#X7Q\1,+A'3PV%PW&W%##8>GA:<*>##T29/4G.4KR^4IU+SG*4L'AY.4YRYG*4 MG)N4FVVVVVSZE_X'H_L':1_P4\ V*?BK^SO^-9;X^EM[3QQ\?\$<\$UY<+##X M;^,/@P7%_P"#IK^=[Y1/#OB2-K_,"^,R;ZNAX0\4ZW/I4NG:U9Z3JME_E MK_#SXD?M%?<L4_M%:5XZ\#<GXM^!O[1WP#\=:SIURDK26>M>\$_%7AS4+[1/'_M@7QGHT\UCJ]>@7TEE?>_&OA35)KW0?<?>C75YI]_J]M>_J]_P#[(S)!AP< M!E(PS(248.A)7:<;P"PZ,1M+^"OYH/^"Z/_0MT']NK2M5_:@_9?34 M[BQLM?<T^RTSX=?\$5;70M;!>/_A3_1/T?_Q,H+^+L+=+X;\$15-93FV'CHP^>3G/K'1PZAA/?#S<:M7#_8M,XX?._&<[X;Q76C^)/AU^U1XV^" (SOO!_B M?58X4UZ^&#GBGXFZJH&L>?)AAXZ_L>SUQ+/1-:U-+=GLM+TOQI:CQ'H]K>S=<MQ+V'/^#5]V+2>*O^"10_.T;6O#NKZOX8\ M2Z1KOACQ3X>U?4]"3>&O\$>E7FB^)_#NOZ1'5M[5]JUS3-6L<M;W2M8TS4ULM2M-3MWL+RTAU*S?3#_4W_,\$G/A/_,\$#OV^7T'X,_O]GO4O MV=?VN+I4M;/PT/VH?V@J]^#?<QEU"YU.UL=-MO@GKWBOXPZKKB^*[I=0T])_A M?<XFO;CQ(UY=21^\$]5\IU)1J\5Y%BJ^25I8J=>GF="8N>\$HU:*S:K6Q\$GCL1X>0\6 M8G-ZD,)C\KR%9IR0INMF-<26"JXZK!2A)4XULNK1C5BJ=ITW7:GS_M,?_208_W6^*V,\>=HY'?Z1^,?W\>@%>C?_,\$_,?\$_\C.1_M_P-%?K(P2#D?\<"Q>,\$\$'W!]*0_P#!LY_P2_#)+\ /X.O\C]HWX_*%X)W M;1\0RK?H,XR<\5^%?VQP#;7Q2\<%%J5I\)\NFKJ,I1]U>)EFI2BH-<J2<5-R3 MYHI/[ZOFO3(N&9-7T^M35]'NWE"LK]=STKX-? \.!K_((1_M(Z-K?B+JG/_M]GW)[X\Z%X9U2/1M>U_X-ZMX<^*>@Z)K307_P!@N;:Y-ND-S!(W?W_<= _P#!-KP-^PO^TSX!^?(P!\+;|.?.? MV? \IKPQJ5YH7@WPE'K5GH?<PP^,/P\DT^Q\9:7H4M\$J=#T/0_%.D^?(?WC' MPSH^G:HUW_,WCZW-(T32="VG5/[O?V(O^"WM-1^_.CS]M_P+))?<MA#HJ:L(\$&LK5_ /CGP[KFGZ'HUQ?VMAJK77B]A;8SW5XD4>ER7=C"NK:8 M=98S?0>#7'.)R?Q?RG#X+B?BC-<N%_UQ;R.7%RXFQ\$X8]>4XO*<;B18G_,N>+< M9OEN\JX#&8ZY&<,15C&E1)\HIXSANO4E@L'A\QH4Z.+1_4Z4<M.6E6ABZ\$(QISCA*ZT?W[]RI2?M?=M&Z3?[_ '[P_2;OXS_L=_LE?&.^M[<MRSN_BM^S)\B3=V.HWL^I:A:W7CGX6^%/%LT%_J-U_I6H7T,FI,E[>W+&>Z<MG4R2EI'=CX5_P59_<EF_8V_8\$_E_:!TJ_73/%^@?'S5?"WPSO)+9;J"U^+/_MQ&>#X>?"^NH_C_:;Q\<<>*\$U6\M9JMO=V6DW5DKPW-Q!,OVE*_14'PS^&_MWPZ^&J]UI]C^'O@/PAX%M&T^QATK37@(\(:%IGAZ!]-<TN&26+3K*6*P\$EI8QR MR"RM_*M0086S_5_P=U?M0VT&G?LO?L7:]J;K?C>:M^T__\$/3HHIXUBTW3 M;;Q+\\+_A#-<J%U]CBCGM+_4YOB]>):VNKNEK-X134]8L+0V>@ZM!^<^'7#%'C MCQ-R'(\<A8O+,>=Q'5QE3!RYI*GD>#Q^,S>OAI2IWGS3RZC0R_GC>Q>*J-.MAL%##P32?/C:E*E2IK6W,G6K2DUJ]%)I_\$?<Q%NDFPRJ_M+K4)EC(D5D:U&X)];[R

O[(GA^XS^ +>QM9;S4M M"? \([I\$/QJ"\VUK;S)/#S?+(Y4\PJR=\77RZK&C)5J M&*1CQ\$ L=PCFV-
J98_987B#+% "DH1TIO\$0I3Q\$(62Y9T:SJ2IU(MS@ZCY82/P8^"NH:?=7/PFV/Z@?BQ\=M3LX!=6=E)/A/?6E[J M>AW%U
\8M#^1_\$9T+X5V\%\%REW8+XPFUN.VNK?2WBE +VPEDFL+6:9D>6:VC MEDDC&%D>5
[28WR\$,Y8L^9)#O+9DD/SM I- \&T_![* LJ?L26GQZ\;:9>:? M\9_VRFT#XE:U9:A;-9W/AGX1:%_;4/P1\
);R!"LFM:!"K6I_\$5)OKJ|I-+<^ M/+>+2;J!QX;LKF7_-?TG94Z*2HSGBLPB*J^"M3>&R MJE|.,:-
.:;GG(OY) 80#G#KK04<9F6?&XS\$-I*5.\$LK-AUAL\?WU9M M:K=DIV J1+ @W" YOR L? \ 80_<:\ 6P/C_11_P;A?
\H9?V\A_ L(?M.?^ MM@?'^BO\OO%V,GXJ^)-HR?\ QG?%>T9/ F>8[M\$ _H#(\$ _P"PLET? (IRWH ^ M@'"^1^Z%02?>)(J0
,, 1P3GUQUZ[: G=+SU2;B[7LTG9VNG'F3[==+);ZM]%9^EU:=M'9-7UV/Y[O^"R M7_!#?X6?%\ " !>O?% X-
Z5X0^&'[:NBVGVRP\;"VM|\$_.?F+3M-LM.MO!Q MP>TL)FU35\$T+2;?2?!Q1N+>\1^"Y=/T:RO9-6%V=QH2_YN_Q'^?
CKX1 _M\$'Q5\,OB3X3\3_#KXE?#OQ++HOBGP7XDMFT3Q+X\1V&RXGM[K3T9I;.>VCF
MM[S2=9L;B[TN]M+JQ\0>['^>T>33-0A_VE)HHV0*ZY7ZU9^#]8U>*+ M^GO
GQWK\&UL)P=QGBJ^_X.Q=>G0PN)KSC5J9\4Q"E25&JYTJLJW#]>E90VQL M='3J_%6C>A4J*FT?
GI_P0! X+L^,OCIXMT7]B+JMSQNW B#XG:C8)8_LY_"7 MT6+6_B3-HVF0-
<_"CXEZC:@PZU\2I])L&UCPAXYU&*WU/XBS6VJZ^J_UWJ?CB_MXT?_(2C^QFVD\W,OM=?G9<.,*'X4DH:'X@)\^*- M&?
[3%;&8J7L9?5Y2E3RK##YK;0J M%F+, =H\$4G(!_BS@#ZGH.1^8WQ*^"Z_M0_\!0?X*_ \$CQ%8O/\'^^"?AOQ5
MXB\;C9-;^ .OVO?C-I6GZ3' +: ^T+[:FE_L\?!>!=>U^"LJ9.GZ[X^&^7@<T_MLY]/U^X1>.-,O_O^X5?%/P1\B^KX;?
%3P7X9^(WP^2IIVK M:*/\$7@[QAH]IK_AC78]&UW3M^U_3%U/1]1L[O^S]:TW3]2M?<6^L; >X#1KU M6FZ\X=T&WEL-
%TO2=\$M+C4M9UR;3M+M;33+.^?6?\$^O:AXE\0ZW+86D45O)J_ MB/Q+JNK:[KNJ-";
[6=;U+4=2U"XN;\N)Y/YFH8K\$Y7B,6X4ZN%QJP^<R^NZ
MD94J^\$IU^7P>.;HSBI4\5&%+%X+FDHU:\$,17C92;2^]E&EB81NU."G2K*,%[M6-
65)JM1,I)JE%V:O%ZEYD0IF,OF>%0F0OS2N\$C8L65#P^"H8RC@HPQ3Q.
(CB,++\$*KR4O9X>:JC5;BHMSJ(@4([, ""O4\$8KJ"/A5 M\\$_ @S\!M#U#PS\#?A%\+O@SX7U;7+GQ%JWAKX4^
?"GPZT'5[\$EWI^DZ/<:_ M?Z-X0TG1M-O-?NM)T+0M)N-6N8)+^XTW1=(L9)WM=,LHH?3S*22%96^& V& M
Y#'(Z@3XA>*N>,\69IQ% @599AL%6P^'Q=>FJM3 M\$8F>%IM6JU^U2;5:"G"ZE%\DM(Q246[M'^5M_P71_8\)_L1?
%\&_BE\ _M/AMX2L/_ P'O'/@_P''/OE^#_A32GM8=-TCP5XJTF*ZG::7:_VQJ6HV\IE_M8_\$GP\0K!7UPVNI74MO-(-9%GX
M)_D^&>H2^<^..N[O/*7XT_ "(OXL\<265O>^(\^'2XCCKGPUN/BKIFJMI?A[6_%
M>K7FF>;2VDT[1=U2X;^]#XH_LK LN_"6M/\2_&O\ 9S^_P_8O\$6EZ<=# MTK7_(J_"#X>_\$36M+T<75QJ)T?
3M6\7^'=9OK#2AJ-Y>ZBVGVMQ%9MJ[->W MK0FYNKB63F\!W\G\%OPX\5:'XX^'G\([O\+W@3OMX9O6U/PSXP\%_
'X3>%? M%GAW4\;)*ZT^34=#0Z%QX2Tf6='O9=,N\^R>[T^"MYWL+F\MC)Y\$TL;_J>9_2_M!RKB#PG7AWG_OG.-S>?#-
+)99ZLURN5^OFN70A+ 9U5I8G#U<;JD:N#P\$ _M7f2M6J3J\,94JT9XV.SYK#\^U\%Q/_;N!OV^H89XJK66!AA<1&4J-;J>
(HT MY0K4-&Z=175-)1;13UFOXRO^#OP?\&1^f\%CY\$>?@C\4LJ6_)XKS0&/RC M+8'=\84E0S\L_D5_P0
EC3_@L5^PRBRJ[?]=\7795&&7_(QM^<BA=I D M8-N+B1\$,6V-UDD1RJ'_3:^*O\,?[-OQWOM^U3XY_#X'?&?
4_#UM<;H&H_% MKX4?#_XD7^A6-<|<)/Z7=S:=>0S3Z?>7=C*7M[B6%YR'Z0>5Y/X1/PSJ\<9_MQB.?+AGB'(?
[7IYGE=+10JYPLX5&L\/'5_P6#PM7-EB<1A(XAU\95PU*+Q5_M.A>)MB^"\1BN)8Y^LQPTZ%/\&X;&1PLL-
5564L/2I4W[6O32_MNH)-GP= _P7^PW_!'W]MHDF/=X(\ G;O_8)?&GX:!\%0CY59V(52<9=UY!(_R ML]=F1M^U1@&8-
IM^REI5P0UO,P'j6!7&<8QV&?j6?jL+_(*L_P#!*7X,M>-'_P'R-^V?^8O!H\1Z78>&%^<_P> \=_ 3XP?%GPO=V7B32=(
<^&8M<@T? MX1^<?/_B"WNM,OM#\06UF:W4GTZ>2Q^V16.I6ODQ^,_LF_\$'_@@1^W3X\)\0_M^K]ECX(_L7?
%KOUX8'S>_M?V?^+6?@O\#X-MM(!"TTZ=IU[=J3J5M;))[@>GX-^)>.^%7>;2S3PPXUSC*LPOSXA
MH<2X;#5^DN!PN+RW Y0f16OB\3EM7^3I2BL\4IUZ5:.%V);YW%IOCFR#""2_MYU@'2S[*_*R^G&A+
U*:_V*=6GB\;3I\F&Q\$)=_149)TG9I^ZTF#M;X6E_M\+>5C?RY%\^'V\((W_K_9-KO3+>WQI_P_/^U8; />^<-
[GQ>[ACIWQ"^&%O\-'3+GQ_ ^NCX>Z?IY^"N M#U_QS7\VY/Q?Q+P[BLRQ'#6?YOD%3-\$UCEE>85<_ZE"%?
\$584.5]65&590>._MO"@W"RYW*\$U\2^[Q66X3&PP]/'83#XR.%IQ=%U:'M72G"G3ASTN>WO5)4DU'
M5I)*3U*.GV4&G1VUI:6]K8V-K#;6EC8V5NL-196EM!':VUK:111OPVUK:QJ(M8;>&-(HH5C6-(D
C3_\$TT>5&TC375P\36%LRS&6-8G4P(05,K(=I&!\N/#_DC MY0#7^TM\6_B;X8^#/PP^(?Q?
>9RZ@G@[X6>"/%Q\!6R;9MJ]>JQ> /!NBWF MOZX^G:9%)&]]>PV% A))!;1NLMP^R%#F1%;H/V%=' X) ?)
!1#X0ZI\;OV;_M_P!A_P#9INO FA^_M4^'U_ C7]C3X+>#-7'B31]]+V\ZW>0QZ7=>\$+QS9?9/\$ MVEE+SSE::>:6&:-
'MY7/f\%X\$>)E7PJP_%V?8WA7/(.GS-Y)EV.S'+F'H8?_M+L5[3-L50I8K%XNA5PM/%X_ZO4K86C*I\UGAJM=SKRE.4?
F>.>'X<2_V9A(9_MAA\B<-/\$5U2K4JM;:>WES/(5^ \:8N7%//%_%'\$U_-3"PXAX@S?.X8:=_M:K*>'CFN.K8Z-
&_P"/0CD'WIC1_MGD\^"LPYQR973<>5VZJ\ O3O9[I-KJ*VK;:NU:]IE_M=TTOI>VJC^!/? @Y:_P""7EU9_M6
7]HSJGGPJKZS^>?0\+<?C3P/HMI;V_M-I'8M^N@S3;XQ?#R.ZFO#;Z+1=)\^<-!&D(I+2.5;?49)T?Q
MK]QI4&H1W%09: j_9VOV\<>J3J1W;_D_P_%W?V" P\H#_@H9^QXSX^!G\T M/@,^.=!_:) \$?%4%^(WBF\)\Z!%X4V/>
/BOX=U)8-4LM#\0S3ZK_ :GBW1(M+6S-E^%):R7-T9HTLV6?IYX-4ZV8<0>!6<29BL#E/AUGN)GBL[S*K*IAV/
M@<77S%9>]E0Q=>6^R;+E1P.*CH5JT:6)IJE)J.HS^_SCAU4%Q?6RRBJN*S
MS!TZ5'"TXQC:HHTY5:YVHO56M4]IORQ<92:73\$/VZ?^"CG\;/f\? P3\ _MX(1:7^R-8X?AE:??G\A'PM>>..JN\AY\(_&
<7C#4/!_PL_9DA\+1SWWO.\$_M^+IM!BMX_%GB&WGDT:[T6.4W_P!KU*VZ?;W\$/-?3_@J3_P<#?LB?MY>"OV
M7/V@M3^_7C+XH_M/Z/X.[SP%(\;T?QSX\!_M.Z#\21%+>B\;7^AO6M.^>^&6EZGX8T^O"NLZKKETUKX\MOLC_(*(?\$4
M/VY_VE_V9_\@D\^* _A5\%?^\$O_&(?V:;X6_&? \$WQ(U:0)*_Q?9^&OV>_MM.V>!]0M_!>H/X@TUKIX6>(VAU"
[M]&>/_=I-R;8&X98?jO\ X*._? \$KOVL/V MG_\@L1^PM^W%)*(OA: ?@=^SW+^S^WO&_P"\$H\;ZAH7CDQ_";JHWQO\
%'Q8_M?#OAR#PW]=KK"IX9\264NFOW&KZ6+[5A)8RK\$(4N]^VR[B7PHC@_KP>/RCP_
MOM7,L!XUYCGF.S'*%7S6:OB;\<->_/7S.C1P>+H0S^GBL)3H?4JE+&U<^_M5I4GFN6TY5Z#\K%X7B-8G\$5<)>7S:C"-
AVE@Z%"NHX=X6>]T\WFJ#C^E!T: ME+&1-)>QB^<_ODG_@;_P#13O\X*7:1_P4[^*_!-'_@HYXF,.%3QS!X7
M\;IOB^0?"GPA\W'PW? _WX?&+3TG61%UGX2^\$_.!6>*_A_ \$OX<7374_M\AXET74/&&D:D?!\!7A?R_&6@2?
F=/"^"JW_!P3^TQ\%?VQ/B;\&CAX\ M0>#?V0=+3XP?%OOYJ_PA_9MT+QOX?^FAZ3\2:C6_#'_@+3KSX70^"/\$QN_#^
MB7_Q\!4:=K&B7?C98_AWH.G>#M<W6K_<->.OW2(_ \$H_VLM&_X+Z_\$W_@_MH]=V?PJ3\FWQ4GB^#16MO'-Z?
B.3KG[*VD_!JR>\(\GPFMG;OOXRTYS=8\02_M26VDM#?I%.=IHOCW_!#_@C1^V;^RS^Q;_P5S^_OO8M_@_\)Y^VO\
WQ;_M_.@K^X3^<(FI:YX?Q\K^P?^_G@FP:OGJ5UX^T^?PS;-K7Q^T*_.IO8K+7(X= M.^UW0M7-AY-
SS3XH\+L+@WSI^'9/X;XG/<=P_P"\$F(CDM?AI8G*-G7UE)*AC90A05PP*\$52MA\&1G5/'TL=
MQ^&IBXXUOKSP3H7RIUJUW.NYU^:C.I"=2E&-KP3]\H-0_X+<?!\='XG?L3_MVG\ "\$UGH-M]6D_ \$+X<:1J]M*5\>&K37-
=U?6="T"/1?+TfP=]9?M MR_!\;C\N^P^%G_!(;XR? [Q\H?P&:[K_P""BK5_CGX)\.^!/_AO\0/#FM^*
M_"OQ@\\$_#;4K[0[OX]^!_&GBCPOHVVH>=XCN\;VZ=KK7FB66NII6H:YXEU/1_M8=>O_5OA=_P0\ _L'?L?2?VH?
V!-5@<^"4?jO/O9_<:(?SP='8? \$G59O_!M^'FB:)'S;I\X-4\5MX+@N+36I+GX5>+<(ETD>'Y:6>U:3_.D.=!+!&[I\K_@W
M\ _O^<?_3T_P""=?P\^<-OAGX2_<X_8I\? \$7PAK_(>U^Q+KT7PY3Z/ MX_\B'< >/;4? "GO&TWPW-?:5X\,7FD>'!+R.?
4"/fG;BNJ)Q=8M=8P^*SB MU_V*&?> "\$^).O\O@>_-E&7>@&628.M@T5A;B\)
M;@EQ5B)Q#9IC:6(QF5^QIPPU^#X7#8*E3YZF"XMC@ZSI8G.*V+Q61977K4ZV_M^C&V9X?*.POC3Q\X&U7X_M@:2-
2T/0-\$A5=!\6:;)IDML+G3_L,US,\WP7XT_X**%\%O?CE_P5-;_B_87_M_&*OB\X(UI_A_P"+?C1\,M

\= #3X&V&G?"OP3\+O&?A6>WUG3?&.H?"VZN M=0\0W\$=Q8 #G3+WXGWOC#09I &J/J%M:Z]_9'BG1.\\"? \5/^"OOB (* / M?LC?MU?M> &'X)?'3Q%X+^(OP*|= &GQ-;>+*+7PUJ A/1/A7XRO?(\ >" "?" MA;X;^% ".NIHOA'2=)UIM2TG1O!UKJ BOQ;K|K=6NI:AIU|XS\5?HO^PW_P2 M\ _H_9\ X+4?MH?MX?\$5? ABOP"^/&E?'6T\!MX>\:;EJ CM[CO _4?AOXP\ M'7?"\OANRL]*C31O"^LB_:WUN^>VOI(K55FCNC)7CK'^%#'V3MX=>="\$F>93 MX0T:%&5?)98[YOQ|1XS51SG3Q.5Y=5QV/IY15K5:>.K5./B*V7X;#0JXGZO M&IA.5T*EQ'CL0G*.I- Q^M1P^(PV3SRJE&=G1KU)4]7UNG5BXONU4 MESI-RYC\ O\ @G/ _!'7OO'I#WJ?7Q3 ;5T[3?C+\5/V,4^&MSX)U&PL_ ' MPPN_BGJOQU\3>*O O@WX6>)]+P5IVG^"I.X\+>-O#5VEYXH\&>\$YCA #T7E M|8VGC#7M)FEUCY? N/^"A/ !R. [*=S_P5+N?&_P(5^%FH?#>+X M'VUA>>![CQSIW@JUO+'PS?\ AD_&J\^%.K^+=4'AI- 1F^+5K\3|0L;>3Q%L MMIH5|9>*;C[4_P""= \ P;^?'_P9\)^"FWP#_:5O/A|X<\"?MJ>#_A7HOP M\3 _"'QA<>._\$'A'Q7\._'?O\>:1XNO|.U+PWX9@W>&_\$'B'PEJT>E-=&#Q.MD&K:->3Z=97D\J?-=O\ \\$./^" [!\^#\$' _!F_:+^"O_P==>*K/4M0@77- M0U*WL-.6|3Q?*UAX;U+X66GQ9/A^T|9QPZOI_P*4^*MGX'/BF/^WH|33;AU MUB/U<)F?@S2X@XEKY?#PUPE'&\3IVNM_#[O;JOP\7Z-I:;AJ_M:6-YX7D:P"+30KBYTV349?#\$_>E6EUJ5[/;BV/7^!/C;!_ @CO_P1J_8 \ MV\ V?/V=OAI=?MR_M>_#/0?@L/B+XAN==N(+^+59|>^)'BKO?XY\ -V_B:39/ M\$_>C:0_P^T&%- (\R:\$_|XMU7PO%J.I6^EO(/%/P_P#&WP^4W'B3XIZYJ7@K3?%VNVWC37?'OO5\92GR/&; M^'W\4^+_!#K&N:+X2@? 4-.T"TO[?1+74;NVTU))ZWQ._P""+7BW|I3_((S M?LP_L#_%/O5X8^"2'I'-GAWPSKW@OOU|4>M>- _AWI/Q*T&#Q5HVH:)|JCZ>W MAS5M8\&>+ _"/BW4/#VI:G%:RS^&|0N[#Q99Z-XEN_"K:)|'SN#XTX*GDV19# MF6>YU6X+AXO9^!\?P[B<9F-.M+POED]"#N S#!RKU)XG(\CZ.\$IXK RO%25 M.AAZT(4*E7F|IT5<8P:7M)N4='^!'AS (+^_P#!0C|F+Q+^S\|7?C!^VI^S;^WM\./>G2Z MA\OV:OAA3^'O@CXB?"JVETC3_\$.SX?U?Q5H/P3^\$|U:>/_ +LM3N|/0M>|+ M^(?B%\-XO\$GA+7-!\8&""4=!U_5?U) X*! _\%8/V|_C9_P_%??_!./_@D9 M/X5\>);SPKX- \?:O\==>T;P#XGA\=:1XZ^#?A[X^:9J^GW'Q-\>* _"'@7X M2>?%? A=XMTJ\U+7|[PUJ_C'O3XJU)/" AK3K"\ATBQ|8>= _"'_@CU_P_%>;FU M^#_P4^)\O_!+/X7_@^%VM:+:Z_\;? #|')OP8^+WQO^)_@+P=K6EIHGA:Q7 MIWB?X%V-AXJCU'0+++[/(?\$_%J;JV^(OBWQ)^#_/_9O@:Q=\-? \$7@N+PGJ0VOL8 M_-!G%\68&H%\%P+@<32X?XSHY=F4*>%S;@FKGKKJ?!E?BK),DX4R;!U*-/ "N MOAZ4Z66X^I4P;PE7.<-4S*E.4LH87B>&73C+\$9K*#Q>7SQ5*\$Y+.(8:-.K:_M- /+L7B\=B).=2I*A9RE0CRPJ K"MTZD;8_P'OB|_P6*F_9!_X*3?_S_@J5" M;' ^RO" [(|1NJ_#/|JG0(OA3I-EXPU2S*^* (KWP=K>B_" +4O\ A&-7T|5- M"URRUCX?^+)-)\#_#|31/#%|H_C+3=3\9:C7_!3L_ ;|O/Q#^W7^V'<_ 'G|H|J|_ \ 9R|5?!/X=?!_3_\$.W9? /X8W MESH7CBOTKO//_9OAS0/!^EZWKFJ:_8Q11?#SX<>%M.\)Z"-9?59/&5]XFL;7 MP;\B?![_((P? MM^!O\ @A=^UI_P3VUZ+X.G|H_XT?'KP%\1?|J6'Q&U.Y^' M;:>&?#WQ0_9M\6ZJVM>,Y?!EM=6- \=&^&'BI8+1/#EX994TRUEF=+]|L6>0<9 M<#9;2XCP&9KPSQ>&SCQ\+JF,P.59)FKX/EE5++JV\$XQS7*LJS6G&K&AERO' M*YT(T.MAF\$JV.RO*<- #X25+/'Y5F^,K9=7H+._J+PV2Y|Z6)KXG#_P!IT94 M|\V6X?\$8JAS0%B/'7|0GQ8^).^OI6L7NEZ3&?&&C2 MW8DL(#:7|W5B?--L9Y"OY-XVP.GOCQ4^%73_-67Q%G#X?Y:>5U8_P|C/'UW MERA4QV&JXR<%A7|4Y8J.K.LZ;I\G96_2.KIU)Y9E\8Y_6Y8"/%<|O/ZS|7_2I>WYG>-Y>U51/1:K:UK_/ _9 end