UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 8-K

CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(d)
OF THE SECURITIES EXCHANGE ACT OF 1934

Date of Report (Date of earliest event reported): September 12, 2022

SORRENTO THERAPEUTICS, INC.

(Exact Name of Registrant as Specified in its Charter)

Delaware	**001-36150**	**33-0344842**
(State or Other Jurisdiction of Incorporation)	**(Commission File Number)**	**(IRS Employer Identification No.)**

4955 Directors Place
San Diego, CA 92121
(Address of Principal Executive Offices) (Zip Code)

Registrant's telephone number, including area code: (858) 203-4100

N/A
(Former Name, or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

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

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

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

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

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

Title of each class	**Trading Symbol**	**Name of each exchange on which registered**
Common Stock, $0.0001 par value	SRNE	The Nasdaq Stock Market LLC

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

Emerging growth company ☐

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

Item 1.01. Entry into a Material Definitive Agreement.

Contribution and Satisfaction of Indebtedness Agreement

On September 12, 2022, Sorrento Therapeutics, Inc. ("Sorrento") entered into a Contribution and Satisfaction of Indebtedness Agreement (the "Debt Exchange Agreement") with Scilex Holding Company, a majority-owned subsidiary of Sorrento ("Scilex"), and Scilex Pharmaceuticals, Inc., an indirect wholly owned subsidiary of Sorrento and direct wholly owned subsidiary of Scilex ("Scilex Pharma"). The Debt Exchange Agreement relates to certain amounts owed to Sorrento by Scilex and Scilex Pharma, including accrued interest thereon, if any, as of the date of the Debt Exchange Agreement and as additional amounts may be incurred between the date of the Debt Exchange Agreement and the closing of the transactions contemplated by the Merger Agreement (as defined below), for certain loans and other amounts provided (or to be provided) by Sorrento to Scilex and Scilex Pharma (the "Outstanding Indebtedness"), which indebtedness is currently approximately $276,000,000, but which will not exceed $310,000,000 as of immediately prior to the closing of the transactions contemplated by the Merger Agreement.

Pursuant to the Debt Exchange Agreement, (i) Sorrento agreed to contribute the Outstanding Indebtedness (as set forth in the Debt Exchange Agreement) to Scilex in exchange for the issuance by Scilex to Sorrento of that number of shares of to be designated Series A Preferred Stock, par value $0.0001 per share, of Scilex (subject to adjustment for recapitalizations, stock splits, stock dividends and similar transactions) (the "Shares" and such transaction, the "Contribution") that is equal to (a) the sum of the aggregate amount of the Outstanding Indebtedness *plus* the amount that is equal to 10% of such aggregate amount of the Outstanding Indebtedness *divided by* (b) $11.00 (rounded up to the nearest whole share); and (ii) immediately following the Contribution, Scilex agreed to further contribute the portion of such Outstanding Indebtedness that is owed by Scilex Pharma to Sorrento as a capital contribution to Scilex Pharma for no consideration. Further, pursuant to the Debt Exchange Agreement, prior to the Contribution, Scilex agreed to file, with the Secretary of State of the State of Delaware, (1) a Certificate of Amendment to its Amended and Restated Certificate of Incorporation in order to increase the number of authorized shares of preferred stock of Scilex from 20,000,000 shares to 45,000,000 shares; and (2) a certificate of designations, in the form attached as Exhibit B to the Debt Exchange Agreement, to set forth the designations, powers, rights and preferences and qualifications, limitations and restrictions of the Shares. Upon the occurrence of the Contribution and issuance of the Shares to Sorrento, the Outstanding Indebtedness of Scilex and Scilex Pharma owed to Sorrento shall be extinguished in its entirety and shall be of no further force or effect and shall be deemed satisfied in full.

The foregoing description of the Debt Exchange Agreement does not purport to be complete and is qualified in its entirety by reference to the Debt Exchange Agreement, a copy of which is filed with this Current Report on Form 8-K as Exhibit 10.1 hereto and is incorporated herein by reference.

Amendment No. 1 to Merger Agreement

As previously disclosed in the Current Report on Form 8-K filed by Sorrento with the Securities and Exchange Commission (the "SEC") on March 18, 2022 (the "Current Report"), on March 17, 2022, Scilex entered into an agreement and plan of merger (the "Merger Agreement") with Vickers Vantage Corp. I., a Cayman Islands exempted company ("Vickers"), and Vantage Merger Sub Inc., a Delaware corporation and a wholly owned subsidiary of Vickers ("Merger Sub" and together with Vickers, the "Parent Parties"), pursuant to which, among other things, Merger Sub will merge with and into Scilex with Scilex surviving the merger as a wholly owned subsidiary of Vickers (the "Merger"). Upon the closing of the Merger (the "Closing"), it is anticipated that Vickers will change its name to "Scilex Holding Company" ("New Scilex"). Shares of Vickers common stock following the Domestication (as defined below) are hereinafter referred to as "New Scilex Common Stock". The date on which the Closing actually occurs is hereinafter referred to as the "Closing Date".

The Merger Agreement provides for, among other things, the following transactions: (i) Vickers will domesticate as a Delaware corporation (such transaction, the "Domestication") and (ii) in accordance with the terms and subject to the conditions of the Merger Agreement, at the effective time of the Merger (the "Effective Time") and following the Domestication (a) each share of common stock of Scilex issued and outstanding immediately prior to the Effective Time will be cancelled and automatically converted into the right to receive, without interest, a number of New Scilex Common Stock equal to the Exchange Ratio (as defined in the Merger Agreement); and (b) each option to purchase a share of Scilex common stock that is then outstanding shall be converted into the right to receive an option to purchase a number of New Scilex Common Stock as determined by the Exchange Ratio upon substantially the same terms and conditions as are in effect with respect to such option immediately prior to the Effective Time, with the exercise price thereof adjusted by the Exchange Ratio.

On September 12, 2022, Scilex entered into Amendment No. 1 to the Merger Agreement with Vickers and Merger Sub (the "Amendment"). All capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Amendment and the Merger Agreement.

The Amendment amends the Merger Agreement to, among other things, provide that: (i) the Plan of Domestication attached to the Merger Agreement as a new Exhibit G shall constitute a plan of domestication for purposes of Section 388 of the DGCL and shall include the corporate acts identified therein and any act or transaction contemplated by the Merger Agreement; (ii) at the Effective Time, each Domesticated Parent Unit shall separate automatically into its component parts, comprised of one share of Domesticated Parent Common Share and one-half of one Domesticated Parent Warrant (provided that no fractional Domesticated Parent Warrants shall be issued and any holder who would be entitled to receive a fractional Domesticated Parent Warrant will have such fraction rounded down to the nearest whole number of Domesticated Parent Warrants); (iii) immediately after Closing, New Scilex's board of directors shall consist of seven directors, five of whom will be designated by Scilex (including one director who shall satisfy the independence requirements of the applicable Stock Exchange (which shall be Nasdaq, unless the parties otherwise agree to list on another national securities exchange, which may include the New York Stock Exchange, prior to the Closing)) and two of whom will be independent directors to be designated by Scilex and agreed to by Vickers prior to the Closing; (iv) at the Effective Time, by virtue of the Merger, each share of Series A Preferred Stock of Scilex issued and outstanding immediately prior to the Effective Time shall be canceled and automatically converted into the right to receive, without interest, one Domesticated Parent Preferred Share and one-tenth of one Domesticated Parent Common Share; (v) Vickers shall use its reasonable best efforts to ensure that Vickers remains listed as a public company, and that the Parent Ordinary Shares and public Parent Warrants remain listed on Nasdaq through the Closing and Scilex shall use its reasonable best efforts to prepare and file an initial listing application with the Stock Exchange in connection with the transactions contemplated by the Merger Agreement; (vi) each party shall use its reasonable best efforts to, among other things, obtain approval for the listing of the Domesticated Parent Common Shares and Domesticated Parent Warrants issued pursuant to the Merger Agreement on the Stock Exchange; (vii) following the consummation of the Domestication, and the filing of the Parent Certificate of Incorporation, but prior to the Effective Time, Vickers shall file with the Secretary of State of Delaware a certificate of designations, in the form attached to the Merger Agreement as a new Exhibit F, which provides for, among other things, the designations, powers, rights and preferences and qualifications, limitations and restrictions of certain preferred stock of Vickers; (viii) as a condition of Scilex to the Closing, that the shares of Domesticated Parent Common Shares and Domesticated Parent Warrants shall remain listed on Nasdaq through the Effective Time, the listing application for the listing of the Domesticated Parent Common Shares and Domesticated Parent Warrants following the Effective Time shall have been approved by the applicable Stock Exchange, and, as of the Closing Date, Vickers shall not have received any written notice from Nasdaq of non-compliance with Nasdaq's applicable continued listing requirements for any reason, where such notice has not been subsequently withdrawn by Nasdaq or the underlying failure appropriately remedied or satisfied; and (ix) extend the Outside Date to November 11, 2022. The Amendment also sets forth the agreement of Vickers and Scilex to amend the Parent Certificate of Incorporation to increase the number of authorized shares of preferred stock set forth therein from 10,000,000 to 45,000,000 and, as a result, increase the total number of shares of all classes of stock that Vickers shall have authority to issue from 750,000,000 to 785,000,000 and, in connection with the Domestication, to name the initial incorporator and initial board of directors of Vickers for the period between the Domestication and the Effective Time.

The foregoing description of the Amendment does not purport to be complete and is qualified in its entirety by reference to the Amendment, a copy of which is filed with this Current Report on Form 8-K as Exhibit 2.1 hereto, and is incorporated herein by reference.

Stockholder Agreement

On September 12, 2022, Sorrento entered into a Stockholder Agreement with Vickers (the "Stockholder Agreement"). Pursuant to the Stockholder Agreement, from and after the Effective Time, and for so long as Sorrento beneficially owns any shares of Series A Preferred Stock, par value $0.0001 per share, of Vickers ("New Scilex Series A Preferred Stock"), among other things, (i) Sorrento shall have the right, but not the obligation, to designate each director to be nominated, elected or appointed to the Board of Directors of New Scilex (each, a "Stockholder Designee" and collectively, the "Stockholder Designees"), regardless of (i) whether such Stockholder Designee is to be elected to the Board of Directors of New Scilex ("New Scilex Board") at a meeting of stockholders called for the purpose of electing directors (or by consent in lieu of meeting) or appointed by the New Scilex Board in order to fill any vacancy created by the departure of any director or increase in the authorized number of members of the New Scilex Board, or (ii) the size of the New Scilex Board and New Scilex will be required to take all actions reasonably necessary, and not otherwise prohibited by applicable law, to cause each Stockholder Designee to be so nominated, elected or appointed to the New Scilex Board as more fully described in the Stockholder Agreement. Sorrento shall also have the right to designate a replacement director for any Stockholder Designee that has been removed from the New Scilex Board and the right to appoint a representative of Sorrento to attend all meetings of the committees of the New Scilex Board. The Stockholder Agreement also provides that New Scilex will be prohibited from taking certain actions without the consent of Sorrento. Such actions include, among other things, amendments to the certificate of designations designating the New Scilex Series A Preferred Stock, increases or decreases in the size of the New Scilex Board, the incurrence of certain amounts of indebtedness and the payment of dividends on New Scilex Common Stock.

The foregoing description of the Stockholder Agreement does not purport to be complete and is qualified in its entirety by reference to the Stockholder Agreement, a copy of which is filed with this Current Report on Form 8-K as Exhibit 10.2 hereto, and is incorporated herein by reference.

Amendment No. 1 to Sponsor Support Agreement

As previously disclosed in the Current Report on Form 8-K filed with the SEC on March 18, 2022, on March 17, 2022, Scilex entered into a sponsor support agreement (the "Original Support Agreement") by and among Vickers Venture Fund VI Pte Ltd, Vickers Venture Fund VI (Plan) Pte Ltd, Jeffrey Chi, Chris Ho, Pei Wei Woo, Suneel Kaji, Steve Myint (collectively, the "Sponsors").

On September 12, 2022, Scilex entered into Amendment No. 1 to the Original Support Agreement with the Sponsors (the "Support Agreement Amendment"). All capitalized terms used below and not otherwise defined herein shall have the meanings set forth in the Original Support Agreement and the Support Agreement Amendment.

The Support Agreement Amendment amends the Original Support Agreement to, among other things, provide that if, as of immediately prior to the Closing, the holders of more than seventy-five percent (75%) of the aggregate amount of Parent Ordinary Shares issued and outstanding as of March 17, 2022 shall have exercised redemption rights in conjunction with the shareholder vote on the Extension Amendment or the Parent Shareholder Approval Matters, then automatically and without any further action by any other Person, such Sponsor shall forfeit a number of Parent Warrants equal to forty percent (40%) of all Parent Warrants held by such Sponsor immediately prior to Closing, and all such Parent Warrants shall be cancelled and forfeited for no consideration, and shall cease to exist.

The foregoing description of the Support Agreement Amendment does not purport to be complete and is qualified in its entirety by reference to the Support Agreement Amendment, a copy of which is filed with this Current Report on Form 8-K as Exhibit 10.3 hereto, and is incorporated herein by reference.

Additional Information

For additional information on the proposed Merger, see the relevant materials that Vickers has filed with the SEC, including a registration statement on Form S-4 (the "Vickers Registration Statement") with the SEC, which includes a proxy statement/prospectus of Vickers. Vickers' shareholders and other interested persons are advised to read the preliminary proxy statement/prospectus and the amendments thereto and, when available, the definitive proxy statement and documents incorporated by reference therein filed or to be filed with the SEC in connection with the proposed Merger, as these materials contain important information about Scilex, Vickers and the proposed Merger. Promptly after the Vickers Registration Statement is declared effective by the SEC, Vickers will mail the definitive proxy statement/prospectus and a proxy card to each shareholder entitled to vote at the meeting relating to the approval of the Merger and other proposals set forth in the proxy statement/prospectus. Before making any voting or investment decision, investors and shareholders of Vickers are urged to carefully read the entire registration statement and proxy statement/prospectus, when they become available, and any other relevant documents filed with the SEC, as well as any amendments or supplements to these documents, because they will contain important information about the proposed Merger. The documents filed by Vickers with the SEC may be obtained free of charge at the SEC's website at www.sec.gov.

This communication does not constitute an offer to sell or the solicitation of an offer to buy any securities, or a solicitation of any vote or approval, nor shall there be any sale of securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

Participants in the Solicitation

Vickers and its directors and executive officers may be deemed participants in the solicitation of proxies from Vickers' shareholders in connection with the Merger. A list of the names of such directors and executive officers and information regarding their interests in the proposed Merger will be contained in the proxy statement/prospectus when available. You may obtain free copies of these documents at the SEC's website at www.sec.gov.

Scilex and its directors and executive officers may also be deemed to be participants in the solicitation of proxies from the shareholders of Vickers in connection with the proposed Merger. Information about Scilex's directors and executive officers and information regarding their interests in the proposed Merger will be included in the proxy statement/prospectus for the proposed Merger.

Forward-Looking Statements

Certain statements made herein that are not historical facts are forward-looking statements for purposes of the safe harbor provisions under The Private Securities Litigation Reform Act of 1995. Forward-looking statements generally are accompanied by words such as "believe," "may," "will," "estimate," "continue," "anticipate," "intend," "expect," "should," "would," "plan," "predict," "potential," "seem," "seek," "future," "outlook" and similar expressions that predict or indicate future events or trends or that are not statements of historical matters. These forward-looking statements include, but are not limited to, statements regarding future events, the business combination between Scilex and Vickers, the estimated or anticipated future results and benefits of the combined company following the Merger, including the likelihood and ability of the parties to successfully consummate the Merger, future opportunities for the combined company, and other statements that are not historical facts. These statements are based on the current expectations of management of Sorrento, Scilex and Vickers and are not predictions of actual performance. These forward-looking statements are provided for illustrative purposes only and are not intended to serve as, and must not be relied on, by any investor as a guarantee, an assurance, a prediction or a definitive statement of fact or probability. Actual events and circumstances are difficult or impossible to predict and will differ from assumptions. Many actual events and circumstances are beyond the control of Sorrento, Scilex and Vickers. These statements are subject to a number of risks and uncertainties regarding Sorrento's, Scilex's and Vickers' businesses and the Merger, and actual results may differ materially. These risks and uncertainties include, but are not limited to, general economic, political and business conditions; the inability of the parties to consummate the Merger or the occurrence of any event, change or other circumstances that could give rise to the termination of the Merger Agreement; the outcome of any legal proceedings that may be instituted against the parties following the announcement of the Merger; the receipt of an unsolicited offer from another party for an alternative business transaction that could interfere with the Merger; the risk that the approval of the stockholders of Scilex or the shareholders of Vickers for the potential transaction is not obtained; failure to realize the anticipated benefits of the Merger, including as a result of a delay in consummating the potential transaction or difficulty in integrating the businesses of Scilex or Vickers; the risk that the Merger disrupts current plans and operations as a result of the announcement and consummation of the Merger; the ability of the combined company to grow and manage growth profitably and retain its key employees; the amount of redemption requests made by Vickers' shareholders; the inability to obtain or maintain the listing of the post-acquisition company's securities on Nasdaq (or any other exchange) following the Merger; and costs related to the Merger. There may be additional risks that Scilex and Sorrento presently do not know or that Scilex or Sorrento currently believe are immaterial that could also cause actual results to differ from those contained in the forward-looking statements. In addition, forward-looking statements provide Scilex, Sorrento and Vickers' expectations, plans or forecasts of future events and views as of the date of this communication. Scilex and Sorrento anticipate that subsequent events and developments will cause such assessments to change. However, while Scilex and Sorrento may elect to update these forward-looking statements at some point in the future, each of Scilex and Sorrento specifically disclaim any obligation to do so. These forward-looking statements should not be relied upon as representing Scilex's or Sorrento's assessments as of any date subsequent to the date of this communication. Accordingly, undue reliance should not be placed upon the forward-looking statements.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

2.1*	Amendment No. 1 to Agreement and Plan of Merger, dated as of September 12, 2022, by and among Vickers Vantage Corp. I, Vantage Merger Sub Inc. and Scilex Holding Company.
10.1*	Contribution and Satisfaction of Indebtedness Agreement, dated as of September 12, 2022, by and among Sorrento Therapeutics, Inc., Scilex Holding Company and Scilex Pharmaceuticals, Inc.
10.2	Stockholder Agreement, dated as of September 12, 2022, by and among Sorrento Therapeutics, Inc. and Vickers Vantage Corp. I.
10.3	Amendment No. 1 to Sponsor Support Agreement, dated as of September 12, 2022, by and among Vickers Vantage Corp. I, Scilex Holding Company and each of the Persons set forth on Schedule I attached thereto.
104	Cover Page Interactive Data File, formatted in Inline Extensible Business Reporting Language (iXBRL).

* Certain of the exhibits and schedules to this exhibit have been omitted in accordance with Regulation S-K Item 601(b)(2). The Registrant agrees to furnish supplementally a copy of all omitted exhibits and schedules to the SEC upon its request.

SIGNATURES

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

SORRENTO THERAPEUTICS, INC.

Date: September 13, 2022

By:/s/ Henry Ji, Ph.D.
Name: Henry Ji, Ph.D.
Title: Chairman of the Board, President and Chief Executive Officer

Exhibit 2.1

Execution Version

AMENDMENT NO.1 TO AGREEMENT AND PLAN OF MERGER

THIS AMENDMENT NO. 1 TO AGREEMENT AND PLAN OF MERGER (this "Amendment"), dated as of September 12, 2022, is made and entered into by and among Vickers Vantage Corp. I, a Cayman Islands exempted company (which shall migrate to and domesticate as a Delaware corporation prior to the Closing, "Parent"), Vantage Merger Sub Inc., a Delaware corporation and wholly owned subsidiary of Parent (the "Merger Sub" and together with Parent, collectively, the "Parent Parties"), and Scilex Holding Company, a Delaware corporation (the "Company").

WHEREAS, the Parent Parties and the Company have entered into an Agreement and Plan of Merger, dated as of March 17, 2022 (the "Merger Agreement"), providing for, among other things, the merger of Merger Sub with and into the Company, with the Company continuing as the Surviving Corporation; and

WHEREAS, each of the Parent Parties and the Company desire to amend the Merger Agreement in certain respects as described in this Amendment.

NOW, THEREFORE, in consideration of the premises set forth above, which are incorporated in this Amendment as if fully set forth below, and the representations, warranties, covenants and agreements contained in this Amendment, and intending to be legally bound hereby, the parties accordingly agree as follows.

1. Definitions. Except as otherwise indicated herein or unless the context otherwise requires, capitalized terms used but not defined herein shall have the meanings ascribed thereto in the Merger Agreement.

2. Parent Certificate of Incorporation. Pursuant to the terms of the Merger Agreement, the Parent Certificate of Incorporation, attached thereto as Exhibit A, may be changed as agreed in writing by Parent and the Company. Parent and the Company hereby agree to revise the Parent Certificate of Incorporation to, among other things, increase the number of authorized shares of preferred stock set forth therein from 10,000,000 to 45,000,000 and, as a result, to increase the total number of shares of all classes of stock that the Company shall have the authority to issue from 750,000,000 to 785,000,000. The Parent Certificate of Incorporation as so modified is attached hereto as Appendix A and hereby supersedes and replaces in its entirety the Parent Certificate of Incorporation previously attached to the Merger Agreement as Exhibit A.

3. Amendments to the Merger Agreement.

(a) The following recital is hereby added as the fifth recital in the Witneseth section of the Merger Agreement:

"WHEREAS, the Company and Sorrento have executed and delivered that certain Contribution and Satisfaction of Indebtedness Agreement, dated as of September 12, 2022 (the "Debt Exchange Agreement"), pursuant to which, among other things, certain debt obligations of the Company and its Subsidiaries in favor of Sorrento will be extinguished in exchange for Company Preferred Shares in accordance with the terms set forth therein (such shares being referred to herein, and to be designated by the Company pursuant to a certificate of designations described therein, as the "Series A Preferred Stock" of the Company ";"

(b) The following section is hereby added to the Merger Agreement immediately following Section 1.147 thereof, and all subsequent section references in Article I of the Merger Agreement are hereby increased by one-one hundredth to reflect such addition:

"1.148. Stock Exchange" means, Nasdaq, unless and until another national securities exchange or automated quotation system is agreed to in writing by the Company and Parent (which may include the New York Stock Exchange)."

(c) The following sections are hereby added to the Merger Agreement immediately following Section 2.1 thereof and "Exhibit G" referenced in such following sections shall be Appendix C attached hereto:

"2.2 Plan of Domestication. The Plan of Domestication attached hereto as Exhibit G shall constitute a plan of domestication for purposes of Section 388 of the DGCL and shall include the corporate acts identified therein and any act or transaction contemplated by the Merger Agreement.

2.3. Unit Separation. In connection with the consummation of the Merger, at the Effective Time without any action on the part of any Person, each Domesticated Parent Unit shall separate automatically into its component Domesticated Parent Common Shares and Domesticated Parent Warrants; provided, that no fractional Domesticated Parent Warrants shall be issued in connection with such separation and if a holder of a Domesticated Parent Unit would otherwise be entitled to receive a fractional Domesticated Parent Warrant pursuant to such separation, the number of Domesticated Parent Warrants shall be rounded down to the nearest whole number of Domesticated Parent Warrants."

(d) Section 3.3(b) of the Merger Agreement is hereby amended and restated in its entirety to read as follows:

"Immediately after the Closing, Parent's board of directors shall consist of seven (7) directors, five (5) of whom will be designated by the Company (including one director who shall satisfy the independence requirements of the applicable Stock Exchange), and two (2) of whom will be independent directors to be designated by the Company and agreed to by Parent prior to the Closing."

(e) The following subsection is hereby added to the Merger Agreement immediately following Section 4.1(a) thereof, and all subsequent subsections in Section 4.1 of the Merger Agreement are hereby amended to reference one subsequent letter to reflect such addition:

"(b) Conversion of Series A Preferred Stock of the Company. At the Effective Time, by virtue of the Merger and without any action on the part of Parent, the Merger Sub, the Company or the Stockholders, each share of Series A Preferred Stock of the Company issued and outstanding immediately prior to the Effective Time shall be canceled and automatically converted into the right to receive, without interest, one Domesticated Parent Preferred Share (as defined in Section 7.28) and one-tenth of one Domesticated Parent Common Share (the "Applicable Per Preferred Share Merger Consideration")."

(f) Section 4.3(b) of the Merger Agreement is hereby amended and restated in its entirety to read as follows

"(b) No Issuance of Fractional Shares. No certificates or scrip representing fractional Domesticated Parent Common Shares will be issued pursuant to the Merger, and instead any such fractional share that would otherwise be issued will be rounded to the nearest whole share (with 0.5 shares rounded up), in each case, after aggregating all Domesticated Parent Shares each recipient thereof is entitled to receive pursuant to this Agreement."

(g) The following sentence is hereby added as the last sentence of Section 4.3(a) of the Merger Agreement:

"At or after the Closing, as soon as reasonably practicable after each holder of Series A Preferred Stock of the Company has delivered to Parent a completed and executed Letter of Transmittal, Parent shall cause to be issued to each such holder the Applicable Per Preferred Share Merger Consideration that such holder has the right to receive in connection with the Merger pursuant to Section 4.1."

(h) The first sentence of Section 5.5(a) of the Merger Agreement is hereby amended and replaced in its entirety with the following:

"As of the date hereof, there are 370,000,000 shares of capital stock of the Company authorized, comprised of (i) 350,000,000 authorized Company Common Shares of which 197,266,338 are issued and outstanding and (ii) 20,000,000 authorized shares of preferred stock, par value $0.0001 per share, of the Company (the "Company Preferred Shares") none of which are issued and outstanding. As of immediately prior to the issuance of the Series A Preferred Stock of the Company pursuant to the terms of the Debt Exchange Agreement but following the filing of an amendment to the Company's certificate of incorporation and a certificate of designations of the Company, in each case as contemplated by the Debt Exchange Agreement, there will be 390,000,000 shares of capital stock of the Company authorized, comprised of (i) 350,000,000 authorized Company Common Shares of which 197,266,338 are issued and outstanding and (ii) 45,000,000 authorized Company Preferred Shares, of which not more than 31,000,000 shares will be designated and issued as Series A Preferred Stock of the Company pursuant to the terms of the Debt Exchange Agreement."

(i) The following sentence is hereby added as the last sentence of Section 5.6 of the Merger Agreement:

"For the avoidance of doubt, Organizational Documents of the Company shall not include the certificate of amendment to the Company's certificate of incorporation to be filed by the Company pursuant to the Debt Exchange Agreement (the "Company Certificate of Amendment") or the certificate of designations to be filed by the Company pursuant to the Debt Exchange Agreement (the "Company Certificate of Designations")."

(j) Section 5.13(a) of the Merger Agreement is hereby amended and restated in its entirety to read as follows:

"Schedule 5.13(a) of the Company Disclosure Schedules lists all material Contracts, oral or written (collectively, the "Material Contracts") to which the Company or any Subsidiary is a party and which are currently in effect and constitute the following (other than the Debt Exchange Agreement):"

(k) Clause (i) of Section 7.1 of the Merger Agreement is hereby amended and restated in its entirety to read as follows:

"(i) except for the filing of the Company Certificate of Amendment and the Company Certificate of Designations pursuant to the Debt Exchange Agreement and with respect to a change of name of the Company, materially amend, modify or supplement its Organizational Documents;"

(l) Clause (xi) of Section 7.1 of the Merger Agreement is hereby amended and restated in its entirety to read as follows:

"(xi) issue, redeem or repurchase any capital stock or shares, membership interests or other securities (other than those certain senior secured notes due 2026), or issue any securities exchangeable for or convertible into any share or any shares of its capital stock, other than the issuance of Company Common Shares upon the exercise or conversion of any Company Options and as required by the Debt Exchange Agreement;"

(m) Section 7.10 of the Merger Agreement is hereby amended and restated in its entirety to read as follows:

"Listing Matters. Parent shall use its reasonable best efforts to ensure that Parent remains listed as a public company, and that the Parent Ordinary Shares and public Parent Warrants remain listed on Nasdaq through the Closing. The Company shall use its reasonable best efforts to prepare and file an initial listing application with the Stock Exchange in connection with the transactions contemplated by this Agreement."

(n) Section 7.17 of the Merger Agreement is hereby amended and restated in its entirety to read as follows:

"Reasonable Best Efforts; Support of Transaction. Subject to the terms and conditions of this Agreement (the obligations of which, for the avoidance of doubt, shall control to the extent of any conflict with the succeeding provisions of this Section 7.17), (i) each party shall use its reasonable best efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary or desirable under applicable Laws, and cooperate as reasonably requested by the other parties, to consummate and implement expeditiously each of the transactions contemplated by this Agreement, including the satisfaction (but not waiver) of the closing conditions set forth in Article VIII and obtaining approval for the listing of the Domesticated Parent Common Shares and Domesticated Parent Warrants issued pursuant to this Agreement on the Stock Exchange. In furtherance thereof, the parties hereto shall execute and deliver such other documents, certificates, agreements and other writings and take such other actions as may be necessary or reasonably desirable in order to consummate or implement expeditiously each of the transactions contemplated by this Agreement."

(o) The following section is hereby added to the Merger Agreement following Section 7.27 thereof and "Exhibit F" referenced therein shall be Appendix B attached hereto:

"7.28. Certificate of Designations. Following the consummation of the Domestication and the filing of the Parent Certificate of Incorporation, but prior to the Effective Time, Parent shall file with the Secretary of State of Delaware a certificate of designations in the form attached as Exhibit F (the "Domesticated Parent Certificate of Designations"), which provides for, among other things, the designations, powers, rights and preferences and qualifications, limitations and restrictions of the "Series A Preferred Stock" of Parent (such shares, "Domesticated Parent Preferred Shares")."

(p) Section 8.3(h) of the Merger Agreement is hereby amended and restated in its entirety to read as follows:

"(h) The Domesticated Parent Common Shares and Domesticated Parent Warrants shall remain listed on Nasdaq through the Effective Time, the listing application for the listing of the Domesticated Parent Common Shares and Domesticated Parent Warrants following the Effective Time shall have been approved by the applicable Stock Exchange, and, as of the Closing Date, Parent shall not have received any written notice from Nasdaq of non-compliance with Nasdaq's applicable continued listing requirements for any reason, where such notice has not been subsequently withdrawn by Nasdaq or the underlying failure appropriately remedied or satisfied".

(q) The following subsection is hereby added to the Merger Agreement immediately following Section 8.3(k) thereof:

"(l) The Domesticated Parent Certificate of Designations shall have been filed with, and accepted by, the Secretary of State of Delaware."

(r) Section 9.1(d)(i) of the Merger Agreement is hereby amended and restated in its entirety to read as follows:

"(i) on or after November 11, 2022 (the "Outside Date"), if the Merger shall not have been consummated prior to the Outside Date;"

(s) All necessary changes to the Table of Contents of the Merger Agreement to properly reflect the amendments and additions to the Merger Agreement contemplated by the preceding clauses (a) through (r) shall be made.

4. Effect of Amendment. Except as set forth herein, all other terms and provisions of the Merger Agreement remain unchanged and in full force and effect. On and after the date hereof, each reference in the Merger Agreement to "this Agreement", "hereunder", "hereof" or words of like import shall mean and be a reference to the Merger Agreement as amended or otherwise modified by this Amendment. For the avoidance of doubt, references to the phrases "the date of this Agreement" or "the date hereof", wherever used in the Merger Agreement, as amended by this Amendment, shall mean March 17, 2022.

5. Construction. This Amendment shall be governed by all provisions of the Merger Agreement unless context requires otherwise, including all provisions concerning construction, enforcement and governing law.

6. Entire Agreement. This Amendment together with the Merger Agreement sets forth the entire agreement of the parties with respect to the subject matter hereof and thereof and supersedes all prior and contemporaneous understandings and agreements related thereto (whether written or oral), all of which are merged herein. In the event of a conflict between the terms of the Merger Agreement and this Amendment, the terms of this Amendment shall prevail solely as to the subject matter contained herein.

7. Counterparts. This Amendment may be executed in counterparts, each of which shall constitute an original, but all of which shall constitute one agreement. This Amendment shall become effective upon delivery to each party of an executed counterpart or the earlier delivery to each party of original, photocopied, or electronically transmitted signature pages that together (but need not individually) bear the signatures of all other parties.

[*The remainder of this page is intentionally left blank; signature pages to follow*]

IN WITNESS WHEREOF the parties hereto have caused this Amendment to be duly executed as of the day and year first written above.

VICKERS VANTAGE CORP. I

By: /s/ Jeffrey Chi
Name: Jeffrey Chi
Title: Chief Executive Officer

VANTAGE MERGER SUB INC.

By: /s/ Chris Ho
Name: Chris Ho
Title: Chief Executive Officer

SCILEX HOLDING COMPANY

By: /s/ Jaisim Shah
Name: Jaisim Shah
Title: Chief Executive Officer

APPENDIX C

PLAN OF DOMESTICATION

This Plan of Domestication shall constitute a plan of domestication for purposes of Section 388 of the DGCL and shall include the following corporate acts and any act or transaction contemplated by that certain Agreement and Plan of Merger, dated as of March 17, 2022, by and among Vickers Vantage Corp. I, a Cayman Islands exempted company (which shall migrate to and domesticate as a Delaware corporation prior to the Closing, "Parent"), Vantage Merger Sub Inc., a Delaware corporation and wholly owned subsidiary of Parent, and Scilex Holding Company, a Delaware corporation (as amended from time to time, the "Merger Agreement). This Plan of Domestication shall be deemed to have been entered into as of September 12, 2022. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Merger Agreement.

The following actions, to be taken concurrently or following the Domestication, shall be authorized by Parent in accordance with its Organizational Documents and the Laws of the Cayman Islands in satisfaction of the requirements of Section 388 of the DGCL:

(a) the adoption, approval, and filing of the Parent Certificate of Incorporation with the Secretary of State of the State of Delaware;

(b) the adoption, approval, and filing of the Domesticated Parent Certificate of Designations;

(c) the adoption and effectiveness of the Parent Bylaws;

(d) the election and appointment of the directors of Parent in connection with the Merger (as set forth in Section 7.22 of the Merger Agreement);

(e) the issuance of Domesticated Parent Common Shares, including as pursuant to the Warrant Agreement;

(f) the separation of Parent Units (and Domesticated Parent Units into which such Parent Units convert as set forth in Section 2.1 of the Merger Agreement) into their component securities in connection with the Merger as contemplated by Section 2.3 of the Merger Agreement (the "Unit Separation"); and

(g) the issuance of Domesticated Parent Warrants as contemplated by Section 2.1 of the Merger Agreement with adjustments in accordance with Section 4.5 of the Warrant Agreement as necessary to give effect to the Unit Separation.

In accordance with Section 2.1 of the Agreement, Parent shall file the Certificate of Domestication and the Parent Certificate of Incorporation with the Secretary of State of the State of Delaware pursuant to Section 103 and 388 of the DGCL.

Exhibit 10.1

Execution Version

CONTRIBUTION AND SATISFACTION OF INDEBTEDNESS AGREEMENT

This **CONTRIBUTION AND SATISFACTION OF INDEBTEDNESS AGREEMENT** (this "**Agreement**"), entered into as of September 12, 2022 (the "**Agreement Date**"), is by and among **SORRENTO THERAPEUTICS, INC.**, a Delaware corporation (the "**Sorrento**"), **SCILEX HOLDING COMPANY**, a direct wholly owned subsidiary of Sorrento ("**Scilex**"), and **SCILEX PHARMACEUTICALS, INC.**, an indirect wholly owned subsidiary of Sorrento and direct wholly owned subsidiary of Scilex ("**Scilex Pharma**").

RECITALS

WHEREAS, Scilex and Scilex Pharma owe to Sorrento the amounts set forth on Schedule 1 hereto, including accrued interest thereon, if any, as of the date hereof (and as such schedule and amounts may be updated pursuant to the terms hereof, the "**Aggregate Outstanding Amount**" or "**Outstanding Indebtedness**"), for certain loans and other amounts provided by Sorrento to Scilex and Scilex Pharma; and

WHEREAS, Scilex and Sorrento desire that (i) Sorrento shall contribute the Outstanding Indebtedness to Scilex in exchange for the issuance by Scilex to Sorrento of preferred stock of Scilex, (ii) Scilex shall contribute to Scilex Pharma the portion of such Outstanding Indebtedness that is owed by Scilex Pharma to Sorrento as a capital contribution, and (iii) upon the occurrence of the events described in clauses (i) and (ii), the Aggregate Outstanding Amount and the Outstanding Indebtedness shall be satisfied in full.

AGREEMENT

NOW, THEREFORE, the parties to this Agreement, for good and valuable consideration, the receipt and sufficiency of which are acknowledged and agreed, hereby agree as follows:

1. Contribution of Outstanding Indebtedness.

(a) Not less than three business days prior to the closing of the transactions contemplated by that certain Agreement and Plan of Merger, dated as of March 17, 2022, by and among Vickers Vantage Corp. I, a Cayman Islands exempted company (which shall migrate to and domesticate as a Delaware corporation prior to the closing thereunder, "**Vickers**"), Vantage Merger Sub Inc., a Delaware corporation and wholly owned subsidiary of Vickers (the "**Merger Sub**"), and Scilex, as amended on September 12, 2022 (as so amended, and as may be further amended, restated, modified or supplemented from time to time in accordance with its terms, the "**Merger Agreement**"), Sorrento shall deliver to Scilex an updated Schedule 1 which shall reflect all loans and other amounts payable by Scilex and Scilex Pharma (including all accrued and unpaid interest, as and if applicable) to Sorrento as of and including the date that is immediately prior to the Closing Date (as defined in the Merger Agreement) and references in this Agreement to the "Aggregate Outstanding Amount" or "Outstanding Indebtedness" shall mean the Aggregate Outstanding Amount and the Outstanding Indebtedness as so updated; provided, however, that in no event shall the Aggregate Outstanding Amount exceed $310,000,000.

(b) Prior to the Contribution (as defined below), Scilex will file, with the Secretary of State of the State of Delaware, (i) a Certificate of Amendment to its Amended and Restated Certificate of Incorporation, in substantially the form attached hereto as Exhibit A, to increase the authorized number of shares of preferred stock of Scilex from 20,000,000 to 45,000,000 and (ii) a certificate of designations, in substantially the form attached hereto as Exhibit B, to set forth the designations, powers, rights and preferences and qualifications, limitations and restrictions of the Series A Preferred Stock, par value $0.0001 per share, of the Company (the "**Scilex Certificate of Designations**" and such stock as designated therein, the "**Series A Preferred Stock**").

(c) Effective as of immediately prior to, and contingent upon, the closing of the transactions contemplated by the Merger Agreement, Sorrento hereby elects to contribute the Outstanding Indebtedness on Schedule 1 (as amended in accordance with Section 1(a) hereof) to Scilex in exchange for the issuance by Scilex to Sorrento of (i) that number of shares of Series A Preferred Stock (subject to adjustment for recapitalizations, stock splits, stock dividends and similar transactions) (the "**Shares**" and such transaction, the "**Contribution**") as is equal to (i) the sum of the Aggregate Outstanding Amount on Schedule 1 (as amended in accordance with Section 1(a) hereof) *plus* the amount that is equal to 10% of such Aggregate Outstanding Amount *divided by* (ii) $11.00 (rounded up to the nearest whole share). The Contribution shall be effective as of immediately prior to, and contingent upon, the closing of the transactions contemplated by the Merger Agreement. Each party agrees to execute any and all additional documents the other parties may reasonably require to effect the Contribution (the "**Transaction Documents**"). Scilex shall issue the Shares to Sorrento in book-entry form on the books and records of Scilex immediately upon the Contribution (the "**Closing**") and no certificate shall be issued therefor.

(d) Sorrento acknowledges and agrees that in connection with the transactions contemplated by the Merger Agreement, at the Effective Time (as defined in the Merger Agreement), each Share shall be cancelled and converted into the right to receive (i) one Domesticated Parent Preferred Share (as defined in the Merger Agreement) in accordance with the terms of the Merger Agreement (the "**New Scilex Preferred Stock**") which shall have the designations, powers, rights and preferences and qualifications, limitations and restrictions as set forth in the Certificate of Designations of Scilex Holding Company (the "**New Scilex Certificate of Designations**"), in substantially the form attached hereto as Exhibit C, and (ii) one-tenth of one Domesticated Parent Common Share.

2. Cancellation of Indebtedness, Representations. Sorrento further represents and warrants to Scilex and Scilex Pharma that Sorrento is the sole owner of all right, title and interest in and to the Outstanding Indebtedness. Sorrento further agrees that (a) upon and as a result of the Contribution and the issuance of the Shares to Sorrento, the Outstanding Indebtedness of Scilex and Scilex Pharma owed to Sorrento shall be extinguished in its entirety and shall be of no further force or effect and shall be deemed satisfied in full and (b) Schedule 1 (as amended in accordance with Section 1(a) hereof) accurately and completely sets forth the principal amount and the accrual of any interest, if any, thereto of the Outstanding Indebtedness, and that there exists no other indebtedness or amounts owed by Scilex or Scilex Pharma to Sorrento or its affiliates as of immediately prior to the closing of the transactions contemplated by the Merger Agreement.

3. Waiver of Claims. Other than Sorrento's right to receive the Shares pursuant to the Contribution, Sorrento hereby waives on its behalf and on behalf of its affiliates any and all demands, claims, suits, actions, causes of action, proceedings, assessments and rights in respect to the Outstanding Indebtedness, including, without limitation, (a) any principal or interest payments due as of immediately prior to the closing of the transactions contemplated by the Merger Agreement in excess of the amounts to be contributed in the Contribution and (b) any rights arising from any past or present default under the Outstanding Indebtedness. Sorrento, its affiliates and assigns, shall be solely responsible for all tax payment obligations incurred by Sorrento, its affiliates and assigns by reason of payment for or transfer, exchange or delivery of the applicable Outstanding Indebtedness or the issuance of the Shares pursuant to the Contribution and agree to indemnify and hold harmless Scilex and Scilex Pharma and their respective directors, officers, employees or agents and any person acting on behalf or at the request of Scilex and/or Scilex Pharma, together with any successors or assigns of the foregoing, from and against any and all such taxes, as well as any penalties and interest arising therefrom.

4. Further Actions. Sorrento agrees to promptly take, at Sorrento's sole cost and expense, any further action and to execute any and all additional documents or instruments, in each case as reasonably requested by Scilex and Scilex Pharma, to terminate any liens or security interests that have arisen in connection with the Outstanding Indebtedness, if any. Sorrento agrees to deliver any of the original evidence of the Outstanding Indebtedness to Scilex (if such original evidence exists and is in Sorrento's possession) for cancellation on or before the Contribution.

5. Capital Contribution to Scilex Pharma; Termination of Side Letter.

(a) Scilex and Scilex Pharma acknowledge and agree that the portion of the Outstanding Indebtedness set forth on Schedule 1 (as amended in accordance with Section 1(a) hereof) that is owed by Scilex Pharma to Sorrento shall, immediately following the Contribution, be further contributed by Scilex to Scilex Pharma as a contribution of capital for no consideration.

(b) Each of Sorrento and Scilex acknowledge and agree that upon completion of the Contribution, that certain letter agreement dated as of March 17, 2022, between Sorrento and Scilex shall be automatically terminated and shall be of no further force and effect.

6. Expenses. Except as provided in the first sentence of Section 4 of this Agreement, each party shall pay all costs and expenses that it incurs with respect to the negotiation, execution, delivery and performance of this Agreement.

7. Representations and Warranties of Scilex and Scilex Pharma. Each of Scilex and Scilex Pharma represents and warrants to Sorrento as of the date of this Agreement as set forth below:

(a) Organization, Good Standing and Qualification. Such party is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware. Such party is duly qualified to do business and is in good standing as a foreign corporation in all jurisdictions in which the nature of its activities and of its properties (both owned and leased) makes such qualification necessary, except for those jurisdictions in which failure to do so would not have a material adverse effect on such party or its business.

(b) Authorization; Binding Obligations. Such party has all requisite legal and corporate power and authority to execute and deliver this Agreement and to carry out its provisions. All corporate action on the part of such party, its officers, directors and stockholders necessary for the authorization of this Agreement, the performance of all obligations of the such party hereunder at the Closing and the authorization, sale, issuance and delivery of the Shares pursuant hereto pursuant to Scilex's Certificate of Incorporation (as shall be amended as set forth in Section 1(b)) has been taken or shall have been taken prior to such sale, issuance and delivery of the Shares. This Agreement, when executed and delivered, will be a valid and binding obligation of such party enforceable in accordance with its terms, except (a) as limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws of general application affecting enforcement of such party's rights and (b) general principles of equity that restrict the availability of equitable remedies.

(c) Offering Valid. Assuming the accuracy of the representations and warranties of Sorrento contained in Section 8 hereof, the offer, sale and issuance of the Shares will be exempt from the registration requirements of the Securities Act of 1933, as amended (the "**Securities Act**"), and will have been registered or qualified (or are exempt from registration and qualification) under the registration, permit or qualification requirements of all applicable state securities laws. None of Scilex, Scilex Pharma or any agent on its or their behalf has solicited or will solicit any offers to sell or has offered to sell or will offer to sell all or any part of the Shares to any person or persons so as to bring the sale of such Shares by Scilex within the registration provisions of the Securities Act or any state securities laws.

(d) Shares. The Shares, when issued in compliance with the provisions of this Agreement, will be validly issued, fully paid and nonassessable, and will have the rights, preferences, privileges and restrictions described in the Scilex Certificate of Designation.

8. Representations and Warranties of Sorrento. Sorrento represents and warrants to Scilex and Scilex Pharma as of the date of this Agreement as set forth below:

(a) Requisite Power and Authority. Sorrento has all requisite legal and corporate power and authority to execute and deliver this Agreement and to carry out its provisions. All corporate action on Sorrento's part required for the authorization and delivery of this Agreement has been taken. This Agreement, when executed and delivered, will be a valid and binding obligation of Sorrento, enforceable in accordance with its terms, except (a) as limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws of general application affecting enforcement of Sorrento's rights and (b) as limited by general principles of equity that restrict the availability of equitable remedies.

(b) Investment Representations. Sorrento understands that the Shares have not been and will not be registered under the Securities Act. Sorrento also understands that the Shares are being offered and sold pursuant to an exemption from registration contained in the Securities Act based in part upon Sorrento's representations contained in the Agreement.

(i) Sorrento Bears Economic Risk. Sorrento has substantial experience in evaluating and investing in private placement transactions of securities in companies similar to Scilex so that it is capable of evaluating the merits and risks of its investment in Scilex and has the capacity to protect its own interests. Sorrento must bear the economic risk of this investment indefinitely unless the Shares are registered pursuant to the Securities Act, or an exemption from registration is available. Sorrento understands that Scilex has no present intention of registering the Shares or any shares of its capital stock. Sorrento also understands that there is no assurance that any exemption from registration under the Securities Act will be available and that, even if available, such exemption may not allow Sorrento to transfer all or any portion of the Shares under the circumstances, in the amounts or at the times Sorrento might propose.

(ii) Acquisition for Own Account. Sorrento is acquiring the Shares for Sorrento's own account for investment only, and not with a view towards their distribution.

(iii) Accredited Investor. Sorrento is an accredited investor within the meaning of Regulation D under the Securities Act.

(iv) Rule 144. Sorrento acknowledges and agrees that the Shares are "restricted securities" as defined in Rule 144 promulgated under the Securities Act as in effect from time to time and must be held indefinitely unless they are subsequently registered under the Securities Act or an exemption from such registration is available. Sorrento has been advised or is aware of the provisions of Rule 144, which permits limited resale of shares purchased in a private placement subject to the satisfaction of certain conditions, including, among other things: the availability of certain current public information about Scilex, the resale occurring following the required holding period under Rule 144 and the number of shares being sold during any three-month period not exceeding specified limitations.

(v) Residence. Sorrento resides in the state identified in the address of Sorrento set forth on its signature page hereto.

9. Entire Agreement. This Agreement and the Transaction Documents, contains the entire agreement of the parties and supersedes any prior or contemporaneous written or oral agreements between them concerning the subject matter of this Agreement.

10. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California as applied to contracts among California residents entered into and performed entirely within California.

11. Counterparts; Facsimile. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile signatures shall be as effective as original signatures.

12. Further Assurances. Each party hereto agrees to execute and deliver, or cause to be executed and delivered, such further instruments or documents or take such other actions as may be reasonably necessary to consummate the transactions contemplated by this Agreement.

[**SIGNATURE PAGES FOLLOW]**

IN WITNESS WHEREOF, the parties have executed this **CONTRIBUTION AND SATISFACTION OF INDEBTEDNESS AGREEMENT** as of the date first written above.

SORRENTO THERAPEUTICS, INC.

By: /s/ Henry Ji, Ph.D.
Name: Henry Ji, Ph.D.
Title: Chief Executive Officer

Address: 4955 Directors Place
San Diego, CA 92121

SCILEX HOLDING COMPANY

By: /s/ Jaisim Shah
Name: Jaisim Shah
Title: Chief Executive Officer

Address: 960 San Antonio Road
Palo Alto, CA 94303

SCILEX PHARMACEUTICALS, INC.

By: /s/ Jaisim Shah
Name: Jaisim Shah
Title: Chief Executive Officer

Address: 960 San Antonio Road
Palo Alto, CA 94303

SCHEDULE 1

OUTSTANDING INDEBTEDNESS

EXHIBIT A

CERTIFICATE OF AMENDMENT
TO
AMENDED AND RESTATED CERTIFICATE OF INCORPORATION

EXHIBIT B

SCILEX CERTIFICATE OF DESIGNATIONS

EXHIBIT C

NEW SCILEX CERTIFICATE OF DESIGNATIONS

Exhibit 10.2

Execution Version

STOCKHOLDER AGREEMENT

THIS STOCKHOLDER AGREEMENT (this "Agreement"), dated as of September 12 2022, is made and entered into by and among Vickers Vantage Corp. I, a Cayman Islands exempted company (which shall migrate to and domesticate as a Delaware corporation prior to the Closing, the "Company"), and Sorrento Therapeutics, Inc., a Delaware corporation ("Stockholder"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Merger Agreement (as defined below).

RECITALS

WHEREAS, the Company has entered into that certain Agreement and Plan of Merger, dated as of March 17, 2022 (as amended on September 12, 2022 and as it may be further amended, supplemented or otherwise modified from time to time pursuant to its terms, the "Merger Agreement"), by and among the Company, Vantage Merger Sub Inc., a Delaware corporation and wholly owned subsidiary of the Company, and Scilex Holding Company, a Delaware corporation;

WHEREAS, pursuant to and in accordance with the terms and conditions set forth in the Merger Agreement, the Company will issue Series A Preferred Stock, par value $0.0001 per share, of the Company ("Series A Preferred Stock"), to Stockholder in connection with the Merger (the "Preferred Consideration Shares"); and

WHEREAS, in connection with the Merger Agreement and effective upon the consummation of the Merger and the other transactions contemplated thereby, the parties hereto wish to set forth certain understandings between such parties, including with respect to certain governance and other matters of the Company.

NOW, **THEREFORE**, in consideration of the mutual representations, covenants and agreements contained herein, and certain other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Election of Directors.

(a) From and after the Effective Time, Stockholder shall have the right, but not the obligation, to designate each director to be nominated, elected or appointed to the Board of Directors of the Company (each, a "Stockholder Designee" and collectively, the "Stockholder Designees"), regardless of (i) whether such Stockholder Designee is to be elected to the Board of Directors of the Company (the "Board") at a meeting of stockholders called for the purpose of electing directors (or by consent in lieu of meeting) or appointed by the Board in order to fill any vacancy created by the departure of any director or increase in the authorized number of members of the Board or (ii) the size of the Board.

(b) For so long as Stockholder has the right under Section 1(a) to designate Stockholder Designees, the Company shall take all Necessary Action to cause each Stockholder Designee to be so nominated, elected or appointed to the Board, including (as applicable) (i) submitting each Stockholder Designee to the Company's stockholders as the Company's nominee for election at a meeting of the Company's stockholders, (ii) recommending that such Stockholder Designee be elected by the Company's stockholders and (iii) soliciting proxies or consents in favor thereof. In the event that any Stockholder Designee shall fail to be elected or appointed to the Board pursuant to the preceding sentence, the Company shall (at the written request of Stockholder) take all Necessary Action to cause an alternative Stockholder Designee to be elected or appointed to the Board, as soon as possible. For so long as Stockholder has the right to designate Stockholder Designees pursuant to Section 1(a), Stockholder may, at any time and from time to time, designate a replacement director therefor, who shall be elected or appointed in accordance with Section 1 of this Agreement and who shall be deemed a "Stockholder Designee" for purposes of this Agreement.

(c) The parties hereto acknowledge and agree that the members of the Board are subject to removal pursuant to the applicable provisions of the Delaware General Corporation law, the Certificate of Incorporation of the Company, and the bylaws of the Company (as may be amended and/or amended and restated from time to time in accordance with the terms thereof, the "Company Bylaws"); *provided*, *however,* that the Company shall refrain from taking any actions to cause any Stockholder Designee to be removed without cause except with the written consent of Stockholder.

(d) Stockholder hereby agrees to vote in favor of and to consent to the Stockholder Designees in connection with each vote taken or written consent executed in connection with the election of directors to the Board.

(e) "Necessary Action" means, with respect to any party and a specified result, all actions (to the extent such actions are not prohibited by applicable Law and within such party's control, and in the case of any action that requires a vote or other action on the part of the Board, to the extent such action is consistent with fiduciary duties that the Company's directors may have in such capacity) necessary to cause such result, including (i) calling special meetings of stockholders, and (ii) nominating certain persons for election to the Board in connection with the annual or special meeting of stockholders of the Company.

2. Compensation. The Stockholder Designees shall be entitled to compensation pursuant to the Company's director compensation policy, as such policy may be determined from time to time by the Board or compensation committee thereof.

3. Indemnification; Exculpation. The Stockholder Designees shall be entitled to indemnification, exculpation and reimbursement of fees and expenses to the extent provided for in the Company Certificate of Incorporation and the Company Bylaws. The Company and each Stockholder Designee that is elected or appointed to the Board shall execute the Company's form of indemnification agreement for its directors and officers and the Company shall maintain directors' and officers' indemnity insurance coverage reasonably satisfactory to the Board or compensation committee thereof.

4. Directors Independence. Notwithstanding anything to the contrary herein, the parties hereto shall ensure that the composition of the Board will continue to meet all requirements of the applicable Stock Exchange, including with respect to director independence.

5. Protective Provisions. From and after the Effective Time, the Company shall not, and shall cause its subsidiaries not to, without the prior written consent of Stockholder:

(a) take any of the actions set forth in clauses (i) through (iv) of Section 7(b) of the certificate of designations filed by the Company in connection with the Merger, providing for, among other things the designations, powers, rights and preferences and qualifications, limitations and restrictions of the Series A Preferred Stock (as may be amended and/or amended and restated from time to time in accordance with the terms thereof, the "Company Certificate of Designations");

(b) amend, alter, modify or repeal (whether by merger, consolidation, by operation of law or otherwise) any provisions of the Company Certificate of Incorporation (including this Company Certificate of Designations) or Company Bylaws that would increase or decrease the authorized number of directors constituting the Board;

(c) take any action that would have the effect of increasing or decreasing the number of directors constituting the Board;

(d) amend, alter, modify or repeal (whether by merger, consolidation, reclassification, by operation of law or otherwise) any provisions of the respective charters (and any related organizational documents) of any of the committees of the Board;

(e) file any voluntary petition under any applicable federal or state bankruptcy or insolvency law on behalf of the Company or any subsidiary of the Company;

(f) (i) incur or permit any of its subsidiaries to incur any indebtedness in an aggregate principal amount in excess of $10,000,000 (with "principal amount" for purposes of this definition to include undrawn committed or available amounts) or (ii) enter into, modify, amend or renew (or permit any of its subsidiaries enter into, modify, amend or renew) any contract or other agreement in respect of indebtedness in an aggregate principal amount in excess of $10,000,000 (with "principal amount" for purposes of this definition to include undrawn committed or available amounts);

(g) consummate or otherwise enter into any other contract or agreement to effect any Change of Control (as defined in the Company Certificate of Designations), joint venture or corporate reorganization by the Company or any of its subsidiaries;

(h) declare or pay any dividend or distribution on common stock of the Company ("Common Stock"), other Junior Security (as defined in the Company Certificate of Designations) or Parity Security (as defined in the Company Certificate of Designations); or

(i) purchase, redeem or otherwise acquire for consideration by the Company, directly or indirectly, any Common Stock, other Junior Security or Parity Security (except as necessary to effect (i) a reclassification of any Junior Security for or into other Junior Securities, (ii) a reclassification of any Parity Security for or into other Parity Securities with the same or lesser aggregate liquidation preference, (iii) a reclassification of any Parity Security into a Junior Security, (iv) the exchange or conversion of any Junior Security for or into another Junior Security, (v) the exchange or conversion of any Parity Security for or into another Parity Security with the same or lesser per share dividend rights and liquidation amount, (vi) the exchange or conversion of any Parity Security for or into any Junior Security) or (vii) the settlement of incentive equity awards (including any applicable withholdings and the net exercise of options) in accordance with the terms thereof).

6. Right to Attend Committee Meetings.

(a) From and after the Effective Time, Stockholder shall have the right to appoint a representative of Stockholder (an "Observer") to attend all meetings of the committees of the Board. For so long as Stockholder has the right under the immediately preceding sentence to appoint the Observer, the Company shall provide the Observer copies of all notices, agendas, minutes, consents and other materials that the Company provides to the members of the applicable committee of the Board; *provided*, *however*, that the Company reserves the right to exclude such Observer from access to any material or meeting or portion thereof if the Company believes upon advice of outside counsel that such exclusion is reasonably necessary to preserve the attorney-client privilege, to protect highly confidential proprietary information, if there is a conflict of interest between the Company and Stockholder with respect to such material or meeting or for other similar reasons.

(b) Stockholder agrees, and shall cause any Observer to agree, to use the same degree of care as Stockholder uses to protect its own confidential information to keep confidential any information furnished to it pursuant to this Section 6; *provided*, that Stockholder and any Observer may disclose such proprietary or confidential information (i) to any partner, subsidiary or parent of Stockholder or Observer as long as such partner, subsidiary or parent is advised of and agrees or has agreed in writing to be bound by the confidentiality provisions of this Section 6(b) or comparable restrictions; (ii) at such time as it enters the public domain through no fault of Stockholder or its representatives or such Observer; (iii) that is communicated to Stockholder or Observer free of any obligation of confidentiality; (iv) that is developed by Stockholder or Observer or its agents independently of and without reference to any confidential information communicated by or on behalf of the Company; or (v) as required by applicable law; *provided* that Stockholder promptly notifies the Company of such disclosure (unless prohibited by law) and takes, if reasonably requested by the Company, reasonable steps to minimize the extent of any such required disclosure. Notwithstanding the foregoing, Stockholder may disclose such confidential or proprietary information to its attorneys, accountants, consultants and other professionals who are subject to a duty of confidentiality and agree to be bound by the confidentiality provisions of this Section 6(b) or comparable restrictions, in each case only to the extent necessary to obtain their services in connection with monitoring its investment in the Company.

7. Representations and Warranties of the Company. The Company represents and warrants to Stockholder that (a) the Company has the corporate power and authority to execute this Agreement, (b) this Agreement has been duly and validly authorized, executed and delivered by the Company, constitutes a valid and binding obligation and agreement of the Company, and is enforceable against the Company in accordance with its terms, except as enforcement thereof may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or similar laws generally affecting the rights of creditors and subject to general equity principles and (c) the execution, delivery and performance of this Agreement by the Company does not and will not (i) violate or conflict with any law, rule, regulation, order, judgment or decree applicable to the Company, or (ii) result in any breach or violation of or constitute a default (or an event which with notice or lapse of time or both would constitute such a breach, violation or default) under or pursuant to, or result in the loss of a material benefit under, or give any right of termination, amendment, acceleration or cancellation of, any organizational document or agreement to which the Company is a party or by which it is bound.

8. Representations and Warranties of Stockholder. Stockholder represents and warrants to the Company that (a) Stockholder has the corporate power and authority to execute this Agreement, (b) this Agreement has been duly authorized, executed and delivered by Stockholder, and is a valid and binding obligation of Stockholder, enforceable against Stockholder in accordance with its terms, except as enforcement thereof may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or similar laws generally affecting the rights of creditors and subject to general equity principles, (c) the execution of this Agreement, the consummation of any of the transactions contemplated hereby, and the fulfillment of the terms hereof, in each case in accordance with the terms hereof, will not conflict with, or result in a breach or violation of the organizational documents of Stockholder as currently in effect, (d) the execution, delivery and performance of this Agreement by Stockholder does not and will not (i) violate or conflict with any law, rule, regulation, order, judgment or decree applicable to Stockholder, or (ii) result in any breach or violation of or constitute a default (or an event which with notice or lapse of time or both would constitute such a breach, violation or default) under or pursuant to, or result in the loss of a material benefit under, or give any right of termination, amendment, acceleration or cancellation of, any organizational document, agreement, contract, commitment, understanding or arrangement to which such member is a party or by which it is bound.

9. Miscellaneous.

(a) Notices. Any notice under this Agreement shall be sent in writing, addressed as specified below, and shall be deemed given: (i) if by hand or recognized courier service, by 4:00PM Pacific Time on a Business Day, addressee's day and time, on the date of delivery, and otherwise on the first business day after such delivery; (ii) if by fax or email, on the date that transmission is confirmed electronically, if by 4:00PM Pacific Time on a Business Day, addressee's day and time, and otherwise on the first business day after the date of such confirmation; or (iii) five days after mailing by certified or registered mail, return receipt requested. Notices shall be addressed to the respective parties as follows (excluding telephone numbers, which are for convenience only), or to such other address as a party shall specify to the others in accordance with these notice provisions:

If to the Company (prior to the Closing):

Vickers Vantage Corp. I
85 Broad Street, 16th Floor
New York, NY 10004
Attn: Jeffrey Chi, CEO
Email: jeff.chi@vickersventure.com

with a copy to (which shall not constitute notice):

Loeb & Loeb LLP
345 Park Avenue
New York, New York 10154
Attn: Mitchell Nussbaum
Email: mnussbaum@loeb.com

If to the Company (following the Closing):

Scilex Holding Company
960 San Antonio Road
Palo Alto, CA 94303
Email: jshah@scilexpharma.com

if to Stockholder:

Sorrento Therapeutics, Inc.
4955 Directors Place
San Diego, CA 92121
Attention: Chief Executive Officer and General Counsel
Email: hji@sorrentotherapeutics.com

(b) Amendments; No Waivers; Remedies.

(i) This Agreement cannot be amended, except by a writing signed by each of the parties hereto, and cannot be terminated orally or by course of conduct. No provision hereof can be waived, except by a writing signed by the party against whom such waiver is to be enforced, and any such waiver shall apply only in the particular instance in which such waiver shall have been given (unless such waiver otherwise provides).

(ii) Neither any failure or delay in exercising any right or remedy hereunder or in requiring satisfaction of any condition herein nor any course of dealing shall constitute a waiver of or prevent any party from enforcing any right or remedy or from requiring satisfaction of any condition. No notice to or demand on a party waives or otherwise affects any obligation of that party or impairs any right of the party giving such notice or making such demand, including any right to take any action without notice or demand not otherwise required by this Agreement. No exercise of any right or

remedy with respect to a breach of this Agreement shall preclude exercise of any other right or remedy, as appropriate to make the aggrieved party whole with respect to such breach, or subsequent exercise of any right or remedy with respect to any other breach.

(c) No Assignment or Delegation. No party may assign any right or delegate any obligation hereunder, including by merger, consolidation, operation of law, or otherwise, without the written consent of the other party. Any purported assignment or delegation without such consent shall be void, in addition to constituting a material breach of this Agreement.

(d) Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Delaware, without giving effect to the conflict of laws principles thereof.

(e) Counterparts; Electronic Signatures. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which shall constitute one agreement. This Agreement shall become effective upon delivery to each party of an executed counterpart or the earlier delivery to each party of original, photocopied, or electronically transmitted signature pages that together (but need not individually) bear the signatures of all other parties.

(f) Entire Agreement. This Agreement, together with the agreements and other documents referenced herein, sets forth the entire agreement of the parties with respect to the subject matter hereof and thereof and supersedes all prior and contemporaneous understandings and agreements related thereto (whether written or oral), all of which are merged herein. Except as otherwise expressly stated herein, there is no condition precedent to the effectiveness of any provision hereof or thereof.

(g) Severability. A determination by a court or other legal authority that any provision that is not of the essence of this Agreement is legally invalid shall not affect the validity or enforceability of any other provision hereof. The parties shall cooperate in good faith to substitute (or cause such court or other legal authority to substitute) for any provision so held to be invalid a valid provision, as alike in substance to such invalid provision as is lawful.

(h) Third Party Beneficiaries. Neither this Agreement nor any provision hereof confers any benefit or right upon or may be enforced by any Person not a signatory hereto, other than Section 1, Section 2 and Section 3, with respect to which each applicable Stockholder Designee shall be an express third party beneficiary.

(i) Jurisdiction. Any Action based upon, arising out of or related to this Agreement or the transactions contemplated hereby must be brought in the Court of Chancery of the State of Delaware (or, to the extent such court does not have subject matter jurisdiction, the Superior Court of the State of Delaware, or, if it has or can acquire jurisdiction, in the United States District Court for the District of Delaware), and each of the parties irrevocably (i) submits to the exclusive jurisdiction of each such court in any such proceeding or Action, (ii) waives any objection it may now or hereafter have to personal jurisdiction, venue or to convenience of forum, (iii) agrees that all claims in respect of the proceeding or Action shall be heard and determined only in any such court, and (iv) agrees not to bring any proceeding or Action arising out of or relating to this Agreement or the transactions contemplated hereby in any other court. Nothing herein contained shall be deemed to affect the right of any party to serve process in any manner permitted by law or to commence Proceedings or otherwise proceed against any other party in any other jurisdiction, in each case, to enforce judgments obtained in any Action brought pursuant to this Section 9(h).

(j) Waiver of Jury Trial; Exemplary Damages. THE PARTIES TO THIS AGREEMENT HEREBY KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVE ANY RIGHT EACH SUCH PARTY MAY HAVE TO TRIAL BY JURY IN ANY ACTION OF ANY KIND OR NATURE, IN ANY COURT IN WHICH AN ACTION MAY BE COMMENCED, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY ADDITIONAL AGREEMENT, OR BY REASON OF ANY OTHER CAUSE OR DISPUTE WHATSOEVER BETWEEN OR AMONG ANY OF THE PARTIES TO THIS AGREEMENT OF ANY KIND OR NATURE. NO PARTY SHALL BE AWARDED PUNITIVE OR OTHER EXEMPLARY DAMAGES RESPECTING ANY DISPUTE ARISING UNDER THIS AGREEMENT OR ANY ADDITIONAL AGREEMENT. Each of the parties to this Agreement acknowledge that each has been represented in connection with the signing of this waiver by independent legal counsel selected by the respective party and that such party has discussed the legal consequences and import of this waiver with legal counsel. Each of the parties to this Agreement further acknowledge that each has read and understands the meaning of this waiver and grants this waiver knowingly, voluntarily, without duress and only after consideration of the consequences of this waiver with legal counsel.

(k) Termination. This Agreement shall terminate and be of no further force and effect upon the earlier of (i) termination of the Merger Agreement in accordance with its terms, (ii) mutual written agreement of the parties hereto and, (iii) following the issuance of the Preferred Consideration Shares, the date upon which Stockholder (together with its Affiliates (as defined in the Company Certificate of Incorporation)), subsidiaries, successors and assigns (other than the Company and its subsidiaries) ceases to own any Preferred Consideration Shares. In the event of the termination of this Agreement as provided in this Section 9(j), this Agreement shall become null and void without any further action by any party hereto (other than Section 3, Section 6(b) and the provisions of this Section 9).

[*Signature Pages to Follow.***]**

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the duly authorized signatories of the parties as of the date hereof.

THE COMPANY:

VICKERS VANTAGE CORP. I

By: /s/ Jeffrey Chi
Name: Jeffrey Chi
Title: Chief Executive Officer

STOCKHOLDER:

SORRENTO THERAPEUTICS, INC.

By: /s/ Henry Ji, Ph.D.
Name: Henry Ji, Ph.D.
Title: Chief Executive Officer

[Signature Page – Stockholder Agreement]

Exhibit 10.3

Execution Version

AMENDMENT NO.1 TO SPONSOR SUPPORT AGREEMENT

This Amendment to Sponsor Support Agreement (this "Amendment"), dated as of September 12, 2022 , is made and entered into by and among, Vickers Venture Fund VI Pte Ltd, Vickers Venture Fund VI (Plan) Pte Ltd, Jeffrey Chi, Chris Ho, Pei Wei Woo, Suneel Kaji, Steve Myint, Vickers Vantage Corp I, a Cayman Islands exempted company (which shall migrate to and domesticate as a Delaware corporation prior to the Closing), and Scilex Holding Company, a Delaware corporation.

WHEREAS, the parties hereto have entered into a Sponsor Support Agreement, dated as of March 17, 2022 (the "Support Agreement"), providing for, among other things, the forfeiture of certain Parent Warrants held by Vickers Venture Fund VI Pte Ltd and Vickers Venture Fund VI (Plan) Pte Ltd, respectively; and

WHEREAS, each of the parties hereto desire to amend the Support Agreement in certain respects as described in this Amendment.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, and intending to be legally bound hereby, the parties hereto hereby agree as follows.

1. Definitions. Except as otherwise indicated herein or unless the context otherwise requires, capitalized terms used but not defined herein shall have the meanings ascribed thereto in the Support Agreement.

2. Amendments to the Support Agreement.

(a) Section 1.5 of the Support Agreement is hereby amended and restated in its entirety to read as follows:

("Section 1.5 Forfeiture of Parent Warrants. Each of Vickers Venture Fund VI Pre Ltd and Vickers Venture Fund VI (Plan) Pte Ltd hereby agrees, subject to and contingent upon the Closing, if, as of immediately prior to the Closing, the holders of more than seventy-five percent (75%) of the aggregate amount of Parent Ordinary Shares issued and outstanding as of March 17, 2022 shall have exercised redemption rights in conjunction with the shareholder vote on the Extension Amendment or the Parent Shareholder Approval Matters, then automatically and without any further action by any other Person, such Sponsor shall forfeit a number of Parent Warrants equal to forty percent (40%) of all Parent Warrants held by such Sponsor immediately prior to Closing, and all such Parent Warrants shall be cancelled and forfeited for no consideration, and shall cease to exist."

3. Effect of Amendment. Except as set forth herein, all other terms and provisions of the Support Agreement remain unchanged and in full force and effect. On and after the date hereof, each reference in the Support Agreement to "this Agreement", "hereunder", "hereof" or words of like import shall mean and be a reference to the Support Agreement as amended or otherwise modified by this Amendment. For the avoidance of doubt, references to the phrases "the date of this Agreement" or "the date hereof", wherever used in the Support Agreement, as amended by this Amendment, shall mean March 17, 2022.

4. Construction. This Amendment shall be governed by all provisions of the Support Agreement unless context requires otherwise, including all provisions concerning construction, enforcement and governing law.

5. Entire Agreement. This Amendment together with the Support Agreement and the agreements referenced therein sets forth the entire agreement of the parties with respect to the subject matter hereof and thereof and supersedes all prior and contemporaneous understandings and agreements related thereto (whether written or oral), all of which are merged herein. In the event of a conflict between the terms of the Support Agreement and this Amendment, the terms of this Amendment shall prevail solely as to the subject matter contained herein.

6. Counterparts. This Amendment may be executed in counterparts, each of which shall constitute an original, but all of which shall constitute one agreement. This Amendment shall become effective upon delivery to each party of an executed counterpart or the earlier delivery to each party of original, photocopied, or electronically transmitted signature pages that together (but need not individually) bear the signatures of all other parties.

[*The remainder of this page is intentionally left blank; signature pages to follow*]

IN WITNESS WHEREOF the parties hereto have caused this Amendment to be duly executed as of the day and year first written above.

Vickers Venture Fund VI Pte Ltd

By: /s/ Finian Tan
Name: Finian Tan
Title: Managing Member

Vickers Venture Fund VI (Plan) Pte Ltd

By: /s/ Finian Tan
Name: Finian Tan
Title: Managing Member

/s/ Jeffrey Chi
Jeffrey Chi

/s/ Chris Ho
Chris Ho

/s/ Pei Wei Woo
Pei Wei Woo

/s/ Suneel Kaji
Suneel Kaji

/s/ Steve Myint
Steve Myint

Vickers Vantage Corp I

By: /s/ Jeffrey Chi
Name: Jeffrey Chi
Title: Chief Executive Officer

[Signature page to Amendment No. 1 to Sponsor Support Agreement]

IN WITNESS WHEREOF the parties hereto have caused this Amendment to be duly executed as of the day and year first written above.

Scilex Holding Company

By: /s/ Jaisim Shah
Name: Jaisim Shah
Title: Chief Executive Officer

[Signature page to Amendment No. 1 to Sponsor Support Agreement]