

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): February 29, 2012

GENESIS BIOPHARMA, INC.

(Name of small business issuer specified in its charter)

Nevada
(State or other jurisdiction
of incorporation)

000-53127
(Commission File No.)

75-3254381
(I.R.S. Employer
Identification No.)

11500 Olympic Blvd., Suite 400
Los Angeles, CA 90064
(Address of principal executive offices)

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

(866) 963-2220
(Registrant's telephone number)

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))

Item 1.01 Entry into a Material Definitive Agreement.

Effective July 27, 2011, Genesis Biopharma, Inc., a Nevada corporation, completed an offering of an aggregate \$5,000,000 of its seven (7%) percent Tranche A Senior Unsecured Convertible Notes and Tranche B Senior Unsecured Convertible Notes (collectively, the “Notes”) and five (5) year common stock purchase warrants (Tranche A Warrants and Tranche B Warrants), having an initial exercise price of \$1.25 (the “Note Warrants”), which was subject to anti-dilution adjustments for issuances below the exercise price then in effect and customary adjustments in the event of stock split, reverse stock split, stock dividend, recapitalization, reorganization or similar transaction involving this company’s common stock. Both the Notes and the Note Warrants have previously been amended.

The Notes initially were to mature November 30, 2011. The Notes have been amended five prior times to extend the maturity date of the Notes, most recently to February 29, 2012. Effective February 29, 2012, we entered into Amendment No. 6 to Tranche A Senior Unsecured Convertible Notes and Tranche B Senior Unsecured Convertible Notes (the “Amendment”) with the holders of the Notes to further extend the maturity date. Under the Amendment, the definition of the term “Maturity Date” was amended to be March 13, 2012. In addition, the Amendment also contained provisions that changed the conversion price of the Notes.

The Notes initially were convertible into shares of our common stock at an initial “Conversion Price” of \$1.25, which Conversion Price initially was adjustable (in addition to anti-dilution adjustments for issuances below the conversion price then in effect and customary adjustments in the event of stock split, reverse stock split, stock dividend, recapitalization, reorganization or similar transaction involving this company’s common stock) if at any time after the date of issuance we completed an equity financing for gross proceeds of at least \$10,000,000 (a “Qualified Offering”). Under the provisions of the Notes, for issuances of common stock or common stock equivalents at a purchase price less than the Conversion Price then in effect, subject to certain exceptions, the Conversion Price will be reduced to the purchase price in such subsequent offering. However, in the event of a Qualified Offering, the Notes initially provided that the Conversion Price would be adjusted to the lesser of (i) \$1.25 and (ii) eighty-five percent (85%) of the purchase price paid by investors in the subsequent equity financing.

The amendments to the Notes, including the Amendment, modified the forgoing definition of the “Conversion Price” of the Notes. The Amendment (and prior Amendment No. 4 to Notes, entered into effective as of January 13, 2012), now provides that the “Conversion Price” will be adjusted if at any time after the issuance date of the Notes, we consummate one or more equity financings (each, a “Qualified Offering”), or if we issue securities to any consultants, officers, directors, employees or third parties (“Other Parties”), for a price per share that is below the fair market value of the Common Stock as measured by the closing sale price on the date of each such issuance, the Conversion Price shall be adjusted to the lesser of (i) \$1.25 and (ii) seventy-five percent (75%) of the purchase price per share of Common Stock payable by the investors in each such subsequent equity financing or by such Other Parties. In case any rights, warrants or options to subscribe for or purchase shares of common stock or convertible securities are sold with shares of Common Stock in one integrated transaction, the value assigned to any such option, warrant, etc. (the “Option Value”) shall be calculated using the Black-Scholes model using a “volatility” of 100 and a “risk free rate” of 2.3% and, for purposes of determining the Conversion Price, the purchase price per share of Common Stock shall equal the amount paid per share of Common Stock in the Qualified Offering minus the Option Value.

The Note Warrants were previously also amended in connection with the amendment of the Notes to amend the definition of the "Exercise Price" at which the Note Warrants could be exercised. Amendment No. 4 to Note Warrants entered into effective as of January 31, 2012 provides that, in addition to adjustments for issuances below the exercise price then in effect and customary adjustments in the event of a stock split, reverse stock split, stock dividend, recapitalization, reorganization or similar transaction involving this company's common stock, if at any time after the date of issuance we consummate a Qualified Offering (defined as any equity financing), or if we issue shares to Other Parties, for a price per share that is below the closing sale price of our stock on the date of issuance, the "Exercise Price" of the Note Warrants shall be adjusted to the lesser of (i) \$1.25 and (ii) 75% of the purchase price per share of Common Stock payable by the investors in such Qualified Offering or by such Other Parties. Until July 27, 2013, under the anti-dilution provisions of the Note Warrants, for issuances, or deemed issuances of shares (other than issuances in a Qualified Offering) at a purchase price less than the Exercise Price then in effect the Exercise Price will be reduced to the purchase price in such subsequent offering. In case any Option is issued in connection with the sale of Common Stock in a Qualified Offering, the Option Value shall be calculated using the Black-Scholes model using a "volatility" of 100 and a "risk free rate" of 2.3% and, for purposes of determining the Exercise Price, the purchase price per share of Common Stock shall equal the amount paid per share of Common Stock in the Qualified Offering minus the Option Value. Upon each such adjustment of the Exercise Price hereunder, the number of shares issuable under each Note Warrant shall be adjusted to the number of shares of Common Stock determined by multiplying the Exercise Price in effect immediately prior to such adjustment by the number of shares acquirable upon exercise of the Note Warrant immediately prior to such adjustment and dividing the product thereof by the Exercise Price resulting from such adjustment.

A copy of Amendment No. 6 to the Notes and Amendment No. 4 the Note Warrants is attached as Exhibit 10.1 and 10.2 hereto, respectively, and the foregoing summary of those amendments is qualified by reference to such exhibits.

Certain of the outstanding warrants that we issued in 2010 and 2011 contain re-set provisions that state that, if the conversion price or exercise price of our convertible securities, options or warrants is lowered to a price below the exercise price of the 2010 and 2011 warrants, then the exercise price of the 2010 and 2011 warrants will be reduced to the new, lower price of the other convertible securities, options or warrants. Accordingly, in the event that Conversion Price of the Notes is reduced and the Exercise Price of the Note Warrants is reduced to a price below the current exercise price of the 2010 and 2011 warrants, then the exercise price of those warrants will also be reduced (and the number of shares that can be purchased under those warrants will increase).

Item 9.01. Financial Statements and Exhibits

(d) Exhibits. The following exhibit is included as part of this report.

- | | |
|------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 10.1 | Form of Amendment No. 6 to Tranche A Senior Unsecured Convertible Notes and Tranche B Senior Unsecured Convertible Notes, effective as of February 29, 2012 |
| 10.2 | Form of Amendment No. 4 Tranche A Warrants to Purchase Common Stock and Tranche B Warrants to Purchase Common Stock |

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.

GENESIS BIOPHARMA, INC.

Date: March 6, 2012

By: /s/ ANTHONY CATALDO

Anthony Cataldo, Chief Executive Officer

AMENDMENT NO. 6

TO

TRANCHE A SENIOR UNSECURED CONVERTIBLE NOTES AND TRANCHE B SENIOR UNSECURED CONVERTIBLE NOTES

This Amendment No. 6 to Tranche A Senior Unsecured Convertible Notes and Tranche B Senior Unsecured Convertible Notes (this "**Amendment**") is entered into effective as of February 29, 2012 (the "**Effective Date**"), by and among Genesis Biopharma, Inc., a Nevada corporation (the "**Company**"), and the parties set forth on the signature page hereto as the "**Holders**" (the "**Holders**").

Background

A. The Company and the Holders are the parties to the (A) Tranche A Senior Unsecured Convertible Notes (the "**Tranche A Notes**") and (B) Tranche B Senior Unsecured Convertible Notes (the "**Tranche B Notes**"), each as amended by Amendment No. 1 to Tranche A Senior Unsecured Convertible Notes and Tranche B Senior Unsecured Convertible Notes, dated as of November 30, 2011, Amendment No. 2 to Tranche A Senior Unsecured Convertible Notes and Tranche B Senior Unsecured Convertible Notes, dated as of December 19, 2011, Amendment No. 3 to Tranche A Senior Unsecured Convertible Notes and Tranche B Senior Unsecured Convertible Notes, dated as of January 5, 2012, Amendment No. 4 to Tranche A Senior Unsecured Convertible Notes and Tranche B Senior Unsecured Convertible Notes, dated as of January 13, 2012 and Amendment No. 4 to Tranche A Senior Unsecured Convertible Notes and Tranche B Senior Unsecured Convertible Notes, dated as of January 31, 2012.

B. The Holders own all of the currently outstanding Tranche A Notes and Tranche B Notes.

C. The Company and the Holders wish to further amend the Tranche A Notes and the Tranche B Notes as set forth in this Amendment.

Agreement

The Company and the Holders agree as follows:

1. The capitalized term "Maturity Date" as defined in Section 1 of each of the Tranche A Notes is hereby amended and hereafter shall be defined to be March 13, 2012.

2. The capitalized term "Maturity Date" as defined in Section 1 of each of the Tranche B Notes is hereby amended and hereafter shall be defined to be March 13, 2012.

3. Section 3(b)(ii) of each of the Tranche A Notes is hereby deleted in its entirety and replaced by the following:

“**Conversion Price**” means, as of any Conversion Date (as defined below) or other date of determination, \$1.25, subject to adjustment as provided herein. Notwithstanding the foregoing, if at any time after the Issuance Date the Company consummates one or more equity financings (each, a "**Qualified Offering**"), or the Company issues securities to any consultants, officers, directors, employees or third parties ("**Other Parties**"), for a price per share that is below the fair market value of the Common Stock as measured by the Closing Sale Price on the date of each such issuance, the Conversion Price shall be adjusted to the lesser of (i) \$1.25 and (ii) seventy-five percent (75%) of the purchase price per share of Common Stock payable by the investors in each such subsequent equity financing or by such Other Parties. In case any Option is issued in connection with the sale of Common Stock in a Qualified Offering, together comprising one integrated transaction, the value assigned to any such Option (the "**Option Value**") shall be calculated using the Black-Scholes model using a "volatility" of 100 and a "risk free rate" of 2.3% and, for purposes of determining the Conversion Price, the purchase price per share of Common Stock shall equal the amount paid per share of Common Stock in the Qualified Offering minus the Option Value. For the avoidance of doubt, the Conversion Price shall be adjusted pursuant to this Section 3(b)(ii) for each Qualified Offering.”

4. Section 3(b)(ii) of each of the Tranche B Notes is hereby deleted in its entirety and replaced by the following:

“**Conversion Price**” means, as of any Conversion Date (as defined below) or other date of determination, \$1.25, subject to adjustment as provided herein. Notwithstanding the foregoing, if at any time after the Issuance Date the Company consummates one or more equity financings (each a “**Qualified Offering**”), or the Company issues securities to any consultants, officers, directors, employees or third parties (“**Other Parties**”), for a price per share that is below the fair market value of the Common Stock as measured by the Closing Sale Price on the date of each such issuance, the Conversion Price shall be adjusted to the lesser of (i) \$1.25 and (ii) seventy-five percent (75%) of the purchase price per share of Common Stock payable by the investors in each such subsequent equity financing or by such Other Parties. In case any Option is issued in connection with the sale of Common Stock in a Qualified Offering, together comprising one integrated transaction, the value assigned to any such Option (the “**Option Value**”) shall be calculated using the Black-Scholes model using a “volatility” of 100 and a “risk free rate” of 2.3% and, for purposes of determining the Conversion Price, the purchase price per share of Common Stock shall equal the amount paid per share of Common Stock in the Qualified Offering minus the Option Value. For the avoidance of doubt, the Conversion Price shall be adjusted pursuant to this Section 3(b)(ii) for each Qualified Offering.”

5. Except as expressly set forth in the preceding Sections 1 through 4, each of the Tranche A Notes and the Tranche B Notes shall remain in full force and effect.

6. Each Holder represents and warrants to the Company that this Amendment has been duly authorized, executed and delivered by him, her or it and constitutes his, her or its legal, valid and binding obligation, enforceable against him, her or it in accordance with its terms.

7. The Company represents and warrants to the Holders that this Amendment has been duly authorized, executed and delivered by the Company and constitutes the Company's legal, valid and binding obligation, enforceable against the Company in accordance with its terms.

8. This Amendment may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract.

9. THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS AND DECISIONS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES WHICH MIGHT CAUSE THE LAWS OF ANY OTHER JURISDICTION TO BE APPLIED.

IN WITNESS WHEREOF, the Company and the Holders have duly executed this Amendment effective as of the Effective Date.

COMPANY:

GENESIS BIOPHARMA, INC.

By: _____
Name: _____
Title: _____

HOLDER:

Epworth-Ayer Capital

By: _____
Name: _____
Title: _____

HOLDER:

Ayer Capital Partners Kestrel Fund, LP

By: _____
Name: _____
Title: _____

HOLDER:

Ayer Capital Partners Master Fund, L.P.

By: _____
Name: _____
Title: _____

HOLDER:

Bristol Investment Fund, Ltd.

By: _____
Name: _____
Title: _____

AMENDMENT NO. 4

TO

TRANCHE A WARRANTS TO PURCHASE COMMON STOCK AND TRANCHE B WARRANTS TO PURCHASE COMMON STOCK

This Amendment No. 4 to Tranche A Warrants to Purchase Common Stock and Tranche B Warrants to Purchase Common Stock (this "**Amendment**") is entered into effective as of January 31, 2012 (the "**Effective Date**"), by and among Genesis Biopharma, Inc., a Nevada corporation (the "**Company**"), and the parties set forth on the signature page hereto as the "Holders" (the "**Holders**").

Background

A. The Company and the Holders are the parties to the (A) Tranche A Warrants to Purchase Common Stock (the "**Tranche A Warrants**") and (B) Tranche B Warrants to Purchase Common Stock (the "**Tranche B Warrants**"), as amended by Amendment No. 1 to Tranche A Warrants to Purchase Common Stock and Tranche B Warrants to Purchase Common Stock, dated as of November 30, 2011, Amendment No. 2 to Tranche A Warrants to Purchase Common Stock and Tranche B Warrants to Purchase Common Stock, dated as of December 19, 2011 and Amendment No. 3 to Tranche A Warrants to Purchase Common Stock and Tranche B Warrants to Purchase Common Stock, dated as of January 13, 2012.

B. The Holders own all of the currently outstanding Tranche A Warrants and Tranche B Warrants.

C. The Company and the Holders wish to amend the Tranche A Warrants and the Tranche B Warrants as set forth in this Amendment.

Agreement

The Company and the Holders agree as follows:

1. Section 1(b) of each of the Tranche A Warrants is hereby deleted in its entirety and replaced by the following:

"**Exercise Price.** For purposes of this Warrant, "**Exercise Price**" means \$1.25, subject to adjustment as provided in this Section 1(b) and in Section 2. Notwithstanding the foregoing, if at any time after the Issuance Date the Company consummates an equity financing (a "**Qualified Offering**"), or the Company issues securities to any consultants, officers, directors, employees or third parties ("**Other Parties**"), for a price per share that is below the fair market value of the Common Stock as measured by the Closing Sale Price on the date of issuance, the Exercise Price shall be adjusted to the lesser of (i) \$1.25 and (ii) seventy-five percent (75%) of the purchase price per share of Common Stock payable by the investors in such subsequent equity financing or by such Other Parties. In case any Option is issued in connection with the sale of Common Stock in a Qualified Offering, together comprising one integrated transaction, the value assigned to any such Option (the "**Option Value**") shall be calculated using the Black-Scholes model using a "volatility" of 100 and a "risk free rate" of 2.3% and, for purposes of determining the Exercise Price, the purchase price per share of Common Stock shall equal the amount paid per share of Common Stock in the Qualified Offering minus the Option Value. Upon each such adjustment of the Exercise Price hereunder, the number of Warrant Shares shall be adjusted to the number of shares of Common Stock determined by multiplying the Exercise Price in effect immediately prior to such adjustment by the number of Warrant Shares acquirable upon exercise of this Warrant immediately prior to such adjustment and dividing the product thereof by the Exercise Price resulting from such adjustment."

2. Section 1(b) of each of the Tranche B Warrants is hereby deleted in its entirety and replaced by the following:

“**Exercise Price.** For purposes of this Warrant, “**Exercise Price**” means \$1.25, subject to adjustment as provided in this Section 1(b) and in Section 2. Notwithstanding the foregoing, if at any time after the Issuance Date the Company consummates an equity financing (a “**Qualified Offering**”), or the Company issues securities to any consultants, officers, directors, employees or third parties (“**Other Parties**”), for a price per share that is below the fair market value of the Common Stock as measured by the Closing Sale Price on the date of issuance, the Exercise Price shall be adjusted to the lesser of (i) \$1.25 and (ii) seventy-five percent (75%) of the purchase price per share of Common Stock payable by the investors in such subsequent equity financing or by such Other Parties. In case any Option is issued in connection with the sale of Common Stock in a Qualified Offering, together comprising one integrated transaction, the value assigned to any such Option (the “**Option Value**”) shall be calculated using the Black-Scholes model using a “volatility” of 100 and a “risk free rate” of 2.3% and, for purposes of determining the Exercise Price, the purchase price per share of Common Stock shall equal the amount paid per share of Common Stock in the Qualified Offering minus the Option Value. Upon each such adjustment of the Exercise Price hereunder, the number of Warrant Shares shall be adjusted to the number of shares of Common Stock determined by multiplying the Exercise Price in effect immediately prior to such adjustment by the number of Warrant Shares acquirable upon exercise of this Warrant immediately prior to such adjustment and dividing the product thereof by the Exercise Price resulting from such adjustment.”

3. The first sentence of Section 2(a) of each of the Tranche A Warrants is hereby deleted in its entirety and replaced by the following:

“If and whenever on or after the Issuance Date through and including the two year anniversary of the Issuance Date, the Company issues or sells, or in accordance with this Section 2 is deemed to have issued or sold, any shares of Common Stock (including the issuance or sale of shares of Common Stock owned or held by or for the account of the Company, but excluding shares of Common Stock deemed to have been issued by the Company in connection with any Excluded Securities and excluding a Qualified Offering) for a consideration per share (the “**New Issuance Price**”) less than the Exercise Price (the “**Applicable Price**”) in effect immediately prior to such issue or sale or deemed issuance or sale (the foregoing a “**Dilutive Issuance**”), then immediately after such Dilutive Issuance, the Exercise Price then in effect shall be reduced to an amount equal to the New Issuance Price.”

4. The first sentence of Section 2(a) of each of the Tranche B Warrants is hereby deleted in its entirety and replaced by the following:

“If and whenever on or after the Issuance Date through and including the two year anniversary of the Issuance Date, the Company issues or sells, or in accordance with this Section 2 is deemed to have issued or sold, any shares of Common Stock (including the issuance or sale of shares of Common Stock owned or held by or for the account of the Company, but excluding shares of Common Stock deemed to have been issued by the Company in connection with any Excluded Securities and excluding a Qualified Offering) for a consideration per share (the “**New Issuance Price**”) less than the Exercise Price (the “**Applicable Price**”) in effect immediately prior to such issue or sale or deemed issuance or sale (the foregoing a “**Dilutive Issuance**”), then immediately after such Dilutive Issuance, the Exercise Price then in effect shall be reduced to an amount equal to the New Issuance Price.”

5. Section 2(a)(iv) of each of the Tranche A Warrants is hereby deleted in its entirety and replaced by the following:

“(iv) Calculation of Consideration Received. In case any Option is issued in connection with the issue or sale of other securities of the Company, together comprising one integrated transaction in which no specific consideration is allocated to such Options by the parties thereto, the Option Value will be calculated as set forth in Section 1(b). If any shares of Common Stock, Options or Convertible Securities are issued or sold or deemed to have been issued or sold for cash, the consideration received therefor will be deemed to be the net amount received by the Company therefor. If any shares of Common Stock, Options or Convertible Securities are issued or sold for a consideration other than cash, the amount of such consideration received by the Company will be the fair value of such consideration, except where such consideration consists of publicly traded securities, in which case the amount of consideration received by the Company will be the Closing Sale Price of such security on the date of receipt. If any shares of Common Stock, Options or Convertible Securities are issued to the owners of the non-surviving entity in connection with any merger in which the Company is the surviving entity, the amount of consideration therefor will be deemed to be the fair value of such portion of the net assets and business of the non-surviving entity as is attributable to such shares of Common Stock, Options or Convertible Securities, as the case may be. The fair value of any consideration other than cash or publicly traded securities will be determined jointly by the Company and the Holder. If such parties are unable to reach agreement within ten (10) days after the occurrence of an event requiring valuation (the “**Valuation Event**”), the fair value of such consideration will be determined within five (5) Business Days after the tenth day following the Valuation Event by an independent, reputable appraiser jointly selected by the Company and the Holder. The determination of such appraiser shall be final and binding upon all parties absent manifest error and the fees and expenses of such appraiser shall be borne by the Company.

6. Section 2(a)(iv) of each of the Tranche B Warrants is hereby deleted in its entirety and replaced by the following:

“(iv) Calculation of Consideration Received. In case any Option is issued in connection with the issue or sale of other securities of the Company, together comprising one integrated transaction in which no specific consideration is allocated to such Options by the parties thereto, the Option Value will be calculated as set forth in Section 1(b). If any shares of Common Stock, Options or Convertible Securities are issued or sold or deemed to have been issued or sold for cash, the consideration received therefor will be deemed to be the net amount received by the Company therefor. If any shares of Common Stock, Options or Convertible Securities are issued or sold for a consideration other than cash, the amount of such consideration received by the Company will be the fair value of such consideration, except where such consideration consists of publicly traded securities, in which case the amount of consideration received by the Company will be the Closing Sale Price of such security on the date of receipt. If any shares of Common Stock, Options or Convertible Securities are issued to the owners of the non-surviving entity in connection with any merger in which the Company is the surviving entity, the amount of consideration therefor will be deemed to be the fair value of such portion of the net assets and business of the non-surviving entity as is attributable to such shares of Common Stock, Options or Convertible Securities, as the case may be. The fair value of any consideration other than cash or publicly traded securities will be determined jointly by the Company and the Holder. If such parties are unable to reach agreement within ten (10) days after the occurrence of an event requiring valuation (the “**Valuation Event**”), the fair value of such consideration will be determined within five (5) Business Days after the tenth day following the Valuation Event by an independent, reputable appraiser jointly selected by the Company and the Holder. The determination of such appraiser shall be final and binding upon all parties absent manifest error and the fees and expenses of such appraiser shall be borne by the Company.”

7. Except as expressly set forth in the preceding Sections 1 through 6, each of the Tranche A Warrants and the Tranche B Warrants shall remain in full force and effect.

8. Each Holder represents and warrants to the Company that this Amendment has been duly authorized, executed and delivered by him, her or it and constitutes his, her or its legal, valid and binding obligation, enforceable against him, her or it in accordance with its terms.

9. The Company represents and warrants to the Holders that this Amendment has been duly authorized, executed and delivered by the Company and constitutes the Company's legal, valid and binding obligation, enforceable against the Company in accordance with its terms.

10. This Amendment may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract.

11. THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS AND DECISIONS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES WHICH MIGHT CAUSE THE LAWS OF ANY OTHER JURISDICTION TO BE APPLIED.

IN WITNESS WHEREOF, the Company and the Holders have duly executed this Amendment effective as of the Effective Date.

COMPANY:

GENESIS BIOPHARMA, INC.

By: _____
Name: _____
Title: _____

HOLDER:

Epworth-Ayer Capital

By: _____
Name: _____
Title: _____

HOLDER:

Ayer Capital Partners Kestrel Fund, LP

By: _____
Name: _____
Title: _____

HOLDER:

Ayer Capital Partners Master Fund, L.P.

By: _____
Name: _____
Title: _____

HOLDER:

Bristol Investment Fund, Ltd.

By: _____
Name: _____
Title: _____
