

**UNITED STATES**  
**SECURITIES AND EXCHANGE COMMISSION**

WASHINGTON, D.C. 20549

**FORM 8-K/A (No.1)**

Current Report Pursuant to Section 13 or 15(d) of the  
Securities Exchange Act of 1934

**Date of Report (Date of earliest event reported) November 30, 2011**

**GENESIS BIOPHARMA, INC**  
(EXACT NAME OF COMPANY AS SPECIFIED IN ITS CHARTER)

NEVADA  
(STATE OR OTHER JURISDICTION OF  
INCORPORATION))

000-53172  
(COMMISSION FILE NUMBER)

75-3254381  
(I.R.S. EMPLOYER IDENTIFICATION)

**11500 Olympic Boulevard, Suite 400, Los Angeles CA 90064**

(Address of principal executive offices) (Zip Code)

Registrant's telephone number, including area code: (866) 963-2220

N/A

(Former name or former address, if changed since last report)

- Written communication 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 40.13e-4(c))
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**ITEM 1.01 ENTRY INTO A MATERIAL DEFINITIVE AGREEMENT.**

Effective December 19, 2011, Genesis Biopharma, Inc. (the "Company") entered into agreements with all the holders of the Company's previously issued Tranche A Senior Unsecured Convertible Notes and Tranche B Senior Unsecured Convertible Notes (the "Notes") whereby the maturity date of the Notes has been further extended from December 19, 2011 to January 5, 2012. In consideration of the second extension of the maturity date of the Notes the Company agreed to a modification of the anti-dilution provisions of the Notes as well as the Tranche A Warrants to purchase common stock and Tranche B Warrants to purchase common stock previously issued in conjunction with the Notes.

The foregoing description of the Amendment No.2 to the Tranche A Senior Unsecured Convertible Notes and Tranche B Senior Unsecured Convertible Notes as well as the Amendment No.2 to the Tranche A Warrants to Purchase Common Stock and Tranche B Warrants to Purchase Common Stock does not purport to be complete and is qualified in its entirety by the forms of Amendment No. 2 to Tranche A Senior Unsecured Convertible Notes and Tranche B Senior Unsecured Convertible Notes and Amendment No. 2 to Tranche A Warrants to Purchase Common Stock and Tranche B Warrants to Purchase Common Stock attached hereto as Exhibits 10.1 and 10.2, respectively and which are incorporated herein by reference.

**ITEM 9.01 FINANCIAL STATEMENTS AND EXHIBITS.**

(d) EXHIBITS

<u>Exhibit No.</u>	<u>Description</u>
10.1	Form of Amendment No. 2 to Tranche A Unsecured Convertible Notes and Tranche B Senior Unsecured Convertible Notes
10.2	Form of Amendment No. 2 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: December 19, 2011

By: /s/ Anthony J. Cataldo  
Anthony J. Cataldo, Chairman, Chief Executive  
Officer and President

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AMENDMENT No. 2  
TO  
TRANCHE A SENIOR UNSECURED CONVERTIBLE NOTES AND TRANCHE B SENIOR UNSECURED CONVERTIBLE NOTES

This Amendment No. 2 to Tranche A Senior Unsecured Convertible Notes and Tranche B Senior Unsecured Convertible Notes (this “**Amendment**”) is entered into effective as of December 19, 2011 (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 that certain Amendment No. 1 to Tranche A Senior Unsecured Convertible Notes and Tranche B Senior Unsecured Convertible Notes, dated as of November 30, 2011.
- 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 January 5, 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 January 5, 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 an equity financing for gross proceeds of at least \$10,000,000 (a “**Qualified Offering**”), or the Company issues securities to any consultants, officers, directors, employees or third 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 Conversion Price shall be adjusted to the lesser of (i) \$1.25 and (ii) eighty percent (80%) of the purchase price per share of Common Stock payable by the investors in such subsequent equity financing. 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.”

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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 an equity financing for gross proceeds of at least \$10,000,000 (a “**Qualified Offering**”), or the Company issues securities to any consultants, officers, directors, employees or third 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 Conversion Price shall be adjusted to the lesser of (i) \$1.25 and (ii) eighty percent (80%) of the purchase price per share of Common Stock payable by the investors in such subsequent equity financing. 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.”

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.

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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:**

**Ayer Capital Partners Master Fund, L.P.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**HOLDER:**

**Epworth-Ayer Capital**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**HOLDER:**

**Bristol Investment Fund, Ltd.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**HOLDER:**

**Ayer Capital Partners Kestrel Fund, LP**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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AMENDMENT No. 2

TO

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

This Amendment No. 2 to Tranche A Warrants to Purchase Common Stock and Tranche B Warrants to Purchase Common Stock (this "**Amendment**") is entered into effective as of December 19, 2011 (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 the certain 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.

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 the Tranche A Warrant is hereby deleted in its entirety and replaced by the following:

"(b) Exercise Price. For purposes of this Warrant, "**Exercise Price**" means \$1.25, subject to adjustment as provided herein. Notwithstanding the foregoing, if at any time after the Issuance Date the Company consummates an equity financing for gross proceeds of at least \$10,000,000 (a "**Qualified Offering**"), or the Company issues securities to any consultants, officers, directors, employees or third 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 Conversion Price shall be adjusted to the lesser of (i) \$1.25 and (ii) eighty percent (80%) of the purchase price per share of Common Stock payable by the investors in such subsequent equity financing. 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."

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

“(b) Exercise Price. For purposes of this Warrant, “**Exercise Price**” means \$1.25, subject to adjustment as provided herein. Notwithstanding the foregoing, if at any time after the Issuance Date the Company consummates an equity financing for gross proceeds of at least \$10,000,000 (a “**Qualified Offering**”), or the Company issues securities to any consultants, officers, directors, employees or third 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 Conversion Price shall be adjusted to the lesser of (i) \$1.25 and (ii) eighty percent (80%) of the purchase price per share of Common Stock payable by the investors in such subsequent equity financing. 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.”

3. Except as expressly set forth in the preceding Sections 1 and 2, each of the Tranche A Warrants and the Tranche B Warrants shall remain in full force and effect.

4. 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.

5. 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.

6. 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.

7. 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.

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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:**

**Ayer Capital Partners Master Fund, L.P.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**HOLDER:**

**Epworth-Ayer Capital**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**HOLDER:**

**Bristol Investment Fund, Ltd.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**HOLDER:**

**Ayer Capital Partners Kestrel Fund, LP**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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