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(Requestor's Name)

(Address)

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(City/State/Zip/Phone #)

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(Business Entity Name)

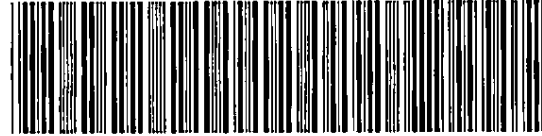
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- ☐ **CERTIFIED COPY** _____
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- ☒ **FILING** CONVERSION _____

1. RxMP Therapeutics, LLC
(CORPORATE NAME AND DOCUMENT #)
2. _____
(CORPORATE NAME AND DOCUMENT #)
3. _____
(CORPORATE NAME AND DOCUMENT #)
4. _____
(CORPORATE NAME AND DOCUMENT #)
5. _____
(CORPORATE NAME AND DOCUMENT #)
6. _____
(CORPORATE NAME AND DOCUMENT #)

SPECIAL INSTRUCTIONS:

Certificate of Conversion

For

"Other Business Entity"

Into

Florida Profit Corporation

This Certificate of Conversion **and attached Articles of Incorporation** are submitted to convert the following **"Other Business Entity"** into a **Florida Profit Corporation** in accordance with s. 607.1115, Florida Statutes.

1. The name of the "Other Business Entity" immediately prior to the filing of this Certificate of Conversion is:

RxMP Therapeutics, LLC

613000120265

Enter Name of Other Business Entity

2. The "Other Business Entity" is a limited liability company

(Enter entity type. Example: limited liability company, limited partnership, general partnership, common law or business trust, etc.)

first organized, formed or incorporated under the laws of Florida

(Enter state, or if a non-U.S. entity, the name of the country)

on August 23, 2013

Enter date "Other Business Entity" was first organized, formed or incorporated

3. If the jurisdiction of the "Other Business Entity" was changed, the state or country under the laws of which it is now organized, formed or incorporated:

4. The name of the Florida Profit Corporation as set forth in the **attached Articles of Incorporation**:

RxMP Therapeutics, Inc.

Enter Name of Florida Profit Corporation

5. If not effective on the date of filing, enter the effective date: December 31, 2017

(The effective date: Cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State.)

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

Signed this 31st day of December, 2017.

Required Signature for Florida Profit Corporation:

Signature of Chairman, Vice Chairman, Director, Officer, or, if Directors or Officers have not been selected, an Incorporator: Wayne A. Berlin

Printed Name: Wayne A. Berlin, Esq. Title: Chairman of the Board

Required Signature(s) on behalf of Other Business Entity: [See below for required signature(s).]

Signature: Wayne A. Berlin

Printed Name: Wayne A. Berlin Title: Chairman, Board of Managers

Signature: _____

Printed Name: _____ Title: _____

Signature: _____

Printed Name: _____ Title: _____

Signature: _____

Printed Name: _____ Title: _____

Signature: _____

Printed Name: _____ Title: _____

Signature: _____

Printed Name: _____ Title: _____

If Florida General Partnership or Limited Liability Partnership:

Signature of one General Partner.

If Florida Limited Partnership or Limited Liability Limited Partnership:

Signatures of ALL General Partners.

If Florida Limited Liability Company:

Signature of a Member or Authorized Representative.

All others:

Signature of an authorized person.

Fees:

Certificate of Conversion:	\$35.00
Fees for Florida Articles of Incorporation:	\$70.00
Certified Copy:	\$8.75 (Optional)
Certificate of Status:	\$8.75 (Optional)

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EXECUTION COPY

ARTICLES OF INCORPORATION
OF
RxMP THERAPEUTICS, INC.

ARTICLE I

The name of this Corporation is RxMP THERAPEUTICS, INC.

ARTICLE II

The purpose for which this Corporation is formed is to engage in any lawful act or activity for which corporations may be organized under the Florida Business Corporation Act (the "Act").

ARTICLE III

The address of the principal office and the mailing address of the office of the Corporation is 790 NW 107th Ave., Suite 215, Miami, FL 33172.

ARTICLE IV

The total number of shares of all classes of stock which the Corporation shall have authority to issue is (i) 2,000,000 shares of Class A Common Stock, \$.01 par value per share ("Class A Common Stock"), (ii) 1,000,000 shares of Class B Common Stock, \$.01 par value per share ("Class B Common Stock"), and (iii) 1,000,000 shares of Preferred Convertible Stock, \$.01 par value per share ("Preferred Convertible Stock").

The following is a statement of the designations and the powers, privileges and rights, and the qualifications, limitations or restrictions thereof in respect of each class of capital stock of the Corporation. Unless otherwise indicated, references to "Sections" or "Subsections" in this Article refer to sections and subsections of this Article IV.

A. CLASS A COMMON STOCK

1. General. The voting, dividend and liquidation rights of the holders of the Common Stock are subject to and qualified by the rights, powers and preferences of the holders of the Preferred Convertible Stock set forth herein and as may be designated by resolution of the Board of Directors with respect to any series of Preferred Convertible Stock as authorized herein.

2. Voting. The holders of the Class A Common Stock are entitled to one vote for each share of Class A Common Stock held at all meetings of shareholders (and written actions in lieu of meetings); provided, however, that, except as otherwise required by law, holders of Class A Common Stock, as such, shall not be entitled to vote on any amendment to these Articles of Incorporation that relates solely to the terms of one or more outstanding series of Preferred Convertible Stock if the holders of such affected series are entitled, either separately or together with the holders of one or more other such

series, to vote thereon pursuant to these Articles of Incorporation. There shall be no cumulative voting. The number of authorized shares of Class A Common Stock may be increased or decreased (but not below the number of shares thereof then outstanding) by the affirmative vote of the holders of shares of stock of the Corporation representing a majority of the votes represented by all outstanding shares of stock of the Corporation entitled to vote.

3. Approval Rights. The approval of the majority of the holders of Class A Common Stock is required for the Corporation to:

a. Effect any action that would result in the issuance or sale of by the Corporation of any New Securities. "New Securities" means any shares of stock, whether currently authorized or not, any rights, options or warrants to purchase such stock, and securities of any type that are, or may become, convertible into stock and, where necessary, that are also approved by the Board of Directors. Notwithstanding the foregoing, "New Securities," does not include (i) securities offered to the public generally pursuant to an initial public offering, or pursuant to Regulation A of the Securities Act, or (ii) securities listed pursuant to the acquisition of another person or entity by the Corporation by a merger, share exchange, the purchase of all of the assets, or other reorganization whereby the Corporation or its Members as constituted immediately prior to such event own not less than fifty and one-tenth (50.1%) of the voting power of the surviving or successor person or entity;

b. Create (by reclassification or otherwise) any New Securities with such class or series having rights, preferences or privileges senior to, or on parity with, any then currently issued stock;

c. Effect any action that results in the redemption or repurchase of any of the Corporation's stock or the repayment of any Corporation debt to any of the shareholders;

d. Amend or waive any provision of the Bylaws or Shareholder Agreement;

e. Effect any action that results in the payment or declaration of any dividend or distribution to the shareholders of or with respect to the shares;

f. Approve the Corporation's Annual Budget or any modifications thereto;

g. Fire the CEO;

h. Acquire or dispose of any material assets other than any acquisition or disposition occurring in the ordinary course of business;

i. Enter into any additional line of business that is not related to research and trial of the biologic which is the focus of the Corporation's business;

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- j. Increase or decrease the authorized size of the Board of Directors;
- k. Effect any action not included in the Annual Budget that results in any guarantee or assumption of the indebtedness by the Corporation that is equal to or less than the greater of (x) ten percent (10%) of the gross assets of the Corporation as reflected in the financial statements of the Corporation for the prior fiscal year and (y) One Hundred Thousand Dollars (\$100,000.00);
- l. Effect any action not included in the Annual Budget that results in the filing of any security interest or lien upon the assets of the Corporation;
- m. Enter into any leases on behalf of the Corporation not included in the Annual Budget;
- n. Incur any capital expenses on behalf of the Corporation not included in the Annual Budget;
- o. Enter into any transaction on the Corporation's behalf with any Director, Officer, or shareholder of the Corporation, or any affiliate of the shareholder, or amend, modify, or terminate any transaction or arrangement between the Corporation, on the one hand, and any Director, Officer, or shareholder or any affiliate of a shareholder, on the other hand ("Related Party Transaction"). Notwithstanding the foregoing, any Related Party Transaction must be commercially reasonable and fair to the Corporation; or
- p. Enter into any material joint venture with any party where the Corporation contributes assets and/or shares risk in such new joint venture.

4. Right of First Refusal. Holders of Class A Common Stock have certain rights of first refusal with respect to Class A Common Stock as set forth in the Bylaws and/or Shareholder Agreement.

5. Committees. Holders of Class A Common Stock shall appoint 2 of the 3 members of the Audit Committee, and all of the members of other committees.

B. CLASS B COMMON STOCK

1. General. The voting, dividend and liquidation rights of the holders of the Common Stock are subject to and qualified by the rights, powers and preferences of the holders of the Preferred Convertible Stock set forth herein and as may be designated by resolution of the Board of Directors with respect to any series of Preferred Convertible Stock as authorized herein.

2. Voting. The holders of the Class B Common Stock are entitled to one vote for each share of Class B Common Stock held at all meetings of shareholders (and written actions in lieu of meetings); provided, however, that, except as otherwise required by law, holders of Class B Common Stock, as such, shall not be entitled to vote on any amendment to these Articles of Incorporation that relates solely to the terms of one or

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more outstanding series of Preferred Convertible Stock if the holders of such affected series are entitled, either separately or together with the holders of one or more other such series, to vote thereon pursuant to these Articles of Incorporation. There shall be no cumulative voting. The number of authorized shares of Class B Common Stock may be increased or decreased (but not below the number of shares thereof then outstanding) by the affirmative vote of the holders of shares of stock of the Corporation representing a majority of the votes represented by all outstanding shares of stock of the Corporation entitled to vote.

3. Eligibility. The Class B Common Stock may be issued to officers, other key employees, directors, and scientific advisors of the Corporation. The Board of Directors has the power and discretion to approve (i) which person will be offered and issued Class B Common Stock, (ii) the number of shares of Class B Common Stock to be offered and issued, and (iii) the purchase price, any vesting schedule, and any other terms and conditions related to the issuance of the Class B Common Stock. Shares of Class B Common Stock are subject to a Call Right as such right is set forth in the Bylaws and/or Shareholder Agreement., as updated and amended from time to time.

4. Right of First Refusal. Holders of Class B Common Stock have certain rights of first refusal with respect to Class B Common Stock as set forth in the Bylaws and/or Shareholder Agreement.

5. Committees. Holders of Class B Common Stock shall appoint 1 of the 3 members of the Audit Committee.

6. Non-Competition. Holders of Class B Common Stock are subject to certain non-competition obligations as set forth in the Bylaws and/or Shareholder Agreement.

C. PREFERRED CONVERTIBLE STOCK

1. Voting and Other Rights. The holders of the Preferred Convertible Stock, unless there is a Conversion, are entitled to a vote, but shall not receive distributions other than the Preferred Return.

2. Preferred Return. The holder of a share of Preferred Convertible Stock is entitled to a "Preferred Return" in the amount of 4% of the Debt Conversion Basis Value (as defined in the Bylaws and/or Shareholder Agreement) per annum, per share, accrued and payable upon Conversion or exercise of the Put Option.

3. Terms of Conversion.

a. In the event of a third party investment in the Corporation, Preferred Convertible Stock may, upon written notice of the holder of Preferred Convertible Stock to the Corporation, be converted (a "Conversion") into the Corporation's next issued series or class of securities (the "Conversion Securities") at a conversion basis, which, assuming the Preferred Convertible Stock value of the Debt Conversion Basis Value per share, is the lesser of (i) a twenty percent (20%) discount to

the price per shares being paid by the investors in such third party investment in the Corporation, and (ii) the price per share of the Conversion Securities (determined on an as converted basis, if the Conversion Security is itself a convertible security) equal to the quotient of Seven Million Dollars (\$7,000,000) (the "Capped Valuation") divided by the aggregate number of outstanding shares in the Corporation as of immediately prior to the closing date of the transaction (calculated on a "broad-based" as-converted basis, assuming all outstanding or reserved convertible securities or options/warrants have been converted or exercised) (the "Conversion Price"). The Preferred Convertible Stock shall convert into Conversion Securities upon the effective date of the closing of such investors purchasing the equity in the third party investment in the Corporation. At the option of the holder of Preferred Convertible Stock, the Preferred Convertible Stock shall be subject to such automatic conversion upon a third party investment only if the terms of the Conversion Securities provide holders (i) the right to participate pro rata in future financings, and (ii) contain customary anti-dilution protections.

b. The holder of Preferred Convertible Stock shall also have the option, at any time and in its sole discretion, and upon written notice to the Corporation, to convert the Preferred Convertible Stock into Class A Common Stock of the Corporation on a 1 to 1 basis.

c. Upon any conversion of the Preferred Convertible Stock, the holders will elect to have such accrued but unpaid Preferred Returns converted into Conversion Securities or paid in cash.

"Put" of the Securities.

d. Upon the occurrence of a Put Event (as defined below), the holder of Preferred Convertible Stock shall have the option (the "Put Option"), exercisable at any time thereafter so long as such Put Event remains in effect (the "Put Option Period"), to require the Corporation to redeem all or any portion of the Conversion Securities for their then Fair Market Value (the "Put Option Price"), payable in three (3) equal installments, the first within 90 days after exercise of the option, and the last two pursuant to a promissory note (with interest at the rate of six percent (6%) per annum) on the next succeeding anniversaries of that date, but in any event, if earlier, at the date of consummation of a Liquidity Event; provided that in the case of a Put Event specified below, the payment shall be over such longer period, not to exceed five (5) years, and on such other terms no more disadvantageous to the Corporation, as shall be determined by the holder of Preferred Convertible Stock in its sole discretion after discussions with the Corporation.

e. Each of the following shall constitute a Put Event:

i. A "Liquidity Event," which means any of the following:

- i. A sale of all or substantially all of the assets of the Corporation; or
- ii. A merger, consolidation, share exchange or similar transaction (or series of related transactions) as a result of which the persons

holding the Corporation's outstanding equity immediately prior to the transaction own less than a majority of such outstanding equity (measured by voting power or economic participation) immediately after such transaction; or

- iii. A sale or transfer of outstanding equity of the Corporation (or issuance of equity by the Corporation) in a transaction (or series of related transactions) as a result of which the persons holding the Corporation's outstanding equity immediately prior to the transaction own less than a majority of such outstanding equity (measured by voting power or economic participation) immediately after such transaction, provided that equity issued to investors primarily as a means of financing the Corporation shall be disregarded in determining whether a Liquidity Event has occurred; or
 - iv. public offering of the equity securities of the Corporation registered with the Securities Exchange Commission resulting in gross proceeds to the Corporation of no less than Twenty-Five Million Dollars (\$25,000,000).
- II. There exists an Event of Default under any agreement between the Corporation and the holder of Preferred Convertible Stock which has not been waived or cured;
 - III. During the five (5) years after the holder of Preferred Convertible Stock's investment, the Corporation sells, transfers or otherwise abandons the Approved Technology or licenses to a third party substantially all rights in the Approved Technology, except on terms approved by the holder of Preferred Convertible Stock, or if the Corporation fails to diligently and continuously develop the Approved Technology (as defined in the Corporation's Bylaws) in a commercially reasonable manner, or if any material license for the Approved Technology is terminated for any reason;
 - IV. Any representation made by the Corporation to the holder of Preferred Convertible Stock in any application, certificate or official report shall be false or misleading in any material respect;
 - V. The Corporation or any principal officer of the Corporation engages in any violation of law having a material adverse effect on the business or prospects of the Corporation;
 - VI. The Corporation achieves aggregate revenues during any fiscal year of no less than Four Million Dollars (\$4,000,000) from the sale of products or services, the license of the Approved Technology or other intellectual property of the Corporation or the grant of marketing rights or other similar rights with respect to the Approved Technology.

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4. Exercise of the Put Option. To exercise the Put Option, the holder of Preferred Convertible Stock shall give written notice ("Put Option Notice") to the Corporation at any time during the Put Option Period, specifying (1) the portion of the Conversion Securities covered by the exercise of the Put Option, and (2) a date and time selected by the holder of Preferred Convertible Stock, no less than sixty (60) days, nor more than ninety (90) days after the date such Put Option Notice, for the closing of the transactions contemplated by the exercise of the Put Option. During the sixty (60) days after the date of the Put Option Notice, the Corporation and the holder of Preferred Convertible Stock shall promptly and diligently take the necessary actions to complete the determination of the Fair Market Value of the Conversion Securities in accordance with the terms set forth herein. On the date for the closing specified in the Put Option Notice, the Corporation shall pay to the holder of Preferred Convertible Stock an amount equal to one third of the Fair Market Value of the Conversion Securities covered by the Put Option Notice, and deliver to the holder of Preferred Convertible Stock, the Corporation's unsecured promissory note, payable in two (2) equal installments of principal on the first two (2) anniversaries of the put closing, and bearing interest at six percent (6%) per annum, payable annually on the due dates of the installments of principal, against delivery by the holder of Preferred Convertible Stock of the certificates or other documents representing the Conversion Securities, together with fully executed documents of transfer and assignment, containing customary terms and conditions. "Fair Market Value" means the value of the Conversion Securities, based on the proceeds which would be realized by the holder of the Conversion Securities, upon a sale of all of the Corporation's outstanding equity to a single buyer at the then fair market value of such equity, as agreed between the holder of Preferred Convertible Stock and the Corporation (or failing such agreement within 30 days, as determined by a single valuation expert selected by the Corporation and approved by the holder of Preferred Convertible Stock with experience in the valuation of similar businesses).

ARTICLE V

The street address of the Corporation's registered office is, 200 S. Biscayne Blvd., Suite 3000, Miami, Florida 33131 and the name of its registered agent at such office is Marc H. Auerbach, Esq.

ARTICLE VI

The Board of Directors of the Corporation shall consist of at least one director, with the exact number to be fixed from time to time by the Board of Directors. The initial officers and directors of the Corporation are:

Wayne A. Barlin, Esq.
Chairman of the Board of Directors
790 NW 107th Avenue,
Suite 215
Miami, FL 33172

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Rifat Pamukcu, M.D
President, CEO, & Director
790 NW 107th Avenue,
Suite 215
Miami, FL 33172

Yeon Ahn, M.D., Director
790 NW 107th Avenue,
Suite 215
Miami, FL 33172

ARTICLE VII

A director or officer of the Corporation shall not be personally liable to the Corporation or its shareholders for monetary damages for breach of fiduciary duty as a director or officer, except for liability (i) for any breach of the director's or officer's duty of loyalty to the Corporation or its shareholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 607.0834 of the Act as the same exists or hereafter may be amended, (iv) for violation of a criminal law, unless the director or officer had reasonable cause to believe his conduct was lawful or had no reasonable cause to believe his conduct was unlawful or (v) for any transaction from which the director or officer derived an improper personal benefit.

The Corporation shall indemnify and shall advance expenses on behalf of its officers and directors to the fullest extent not prohibited by law in existence either now or hereafter.

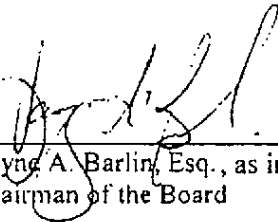
ARTICLE VIII

The name and street address of the person signing these Articles of Incorporation as the Incorporator is:

Wayne A. Barlin, Esq.
790 NW 107th Avenue,
Suite 215
Miami, FL 33172

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SOUTH FLORIDA
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IN WITNESS WHEREOF, the undersigned has executed these Articles of Incorporation as of the 31st day of December, 2017.


By: 
Wayne A. Barlin, Esq., as incorporator
Chairman of the Board

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**CERTIFICATE ACCEPTING DESIGNATION AS
AN AGENT UPON WHOM SERVICE OF PROCESS WITHIN
THIS STATE MAY BE SERVED**

The following is submitted pursuant to Sections 48.091 and 607.0501 of the
Florida Statutes:

Having been appointed registered agent of **RxMP THERAPEUTICS, INC.**, its
Articles of Incorporation, at the place designated in such Articles of Incorporation, the
undersigned hereby agrees to act in this capacity and affirms that it is familiar with, and
accepts, the obligations of such position.

By 
Marc H. Auerbach, Esq.

Dated: December 27, 2017

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