

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):  
June 10, 2026

**NEONC TECHNOLOGIES HOLDINGS, INC.**  
(Exact Name of Registrant as Specified in Its Charter)

**Delaware**  
(State or Other Jurisdiction of Incorporation)

**001-42567**

(Commission File Number)

**92-1954864**

(IRS Employer Identification No.)

**23975 Park Sorrento, Suite 205 Calabasas, CA**

(Address of Principal Executive Offices)

**91302**

(Zip Code)

**(818) 570-6844**

(Registrant's Telephone Number, Including Area Code)

**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 (*see* General Instruction A.2. below):

- 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:

<b>Title of each class</b>	<b>Trading Symbols</b>	<b>Name of each exchange on which registered</b>
Common Stock, par value \$0.0001	NTHI	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 (17 CFR §230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §240.12b-2).

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.**

On June 10, 2026, NeOnc Technologies Holdings, Inc. (the “Company”) entered into a Securities Purchase Agreement (the “Purchase Agreement”) with certain accredited investors (the “Investors”), pursuant to which the Company agreed to issue and sell up to an aggregate of \$5,000,000 of its Series A Convertible Preferred Stock (the “Series A Preferred Stock”) in a private placement. The Series A Preferred Stock will be issued at a purchase price of \$833.34 per share, with up to 6,000 shares authorized for issuance.

The transactions contemplated by the Purchase Agreement are expected to close upon the satisfaction of customary closing conditions, including the delivery of subscription funds by the Investors and issuance of the securities by the Company. The Purchase Agreement contains customary representations, warranties, and covenants by the Company and the Investors.

Pursuant to the Purchase Agreement, the Company agreed to file a registration statement covering the resale of the shares of common stock issuable upon conversion of the Series A Preferred Stock within specified timeframes following certain triggering events.

The foregoing description of the Purchase Agreement does not purport to be complete and is subject to, and qualified in its entirety by the terms and conditions of the Form of Purchase Agreement, a copy of which is attached as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated herein by reference.

**Item 3.02 Unregistered Sales of Equity Securities.**

The disclosures under Item 1.01 of this Current Report on Form 8-K are incorporated here by reference into this Item 3.02.

The issuances of the shares of Series A Preferred Stock were not registered under the Securities Act of 1933, as amended (the “Securities Act”), but qualified for an exemption under Section 4(a)(2) of the Securities Act and by Rule 506 of Regulation D promulgated thereunder as transactions by an issuer not involving a public offering.

**Item 3.03 Material Modification to Rights of Security Holders.**

The information set forth in Item 1.01 of this Current Report on Form 8-K is incorporated by reference into this Item 3.03.

On June 10, 2026, the Company amended its Certificate of Incorporation by filing the Certificate of Designations, Preferences and Rights of the Series A Preferred Stock (the “Certificate of Designation”) with the Secretary of State of the State of Delaware, which authorized the Series A Preferred Stock with such preferences and rights as set forth in the Certificate of Designation.

General. The Company’s board of directors has designated six thousand (6,000) shares as the Series A Preferred Stock. Each share of the Series A Preferred Stock has a stated value of \$1,000.

Voting Rights. The holders of the Series A Preferred Stock have no voting rights except as required by applicable law.

*Ranking and Liquidation Preference.* The Series A Preferred Stock ranks senior to the Company's common stock and any junior securities, on parity with any parity securities, and junior to any senior securities with respect to dividends and distributions upon liquidation, dissolution or winding up of the Company. In the event of a liquidation event, the holders of the Series A Preferred Stock shall be entitled to receive in cash out of the assets of the Company, whether from capital or from earnings available for distribution to its stockholders, before any amount shall be paid to the holders of any of shares of junior securities, but pari passu with any parity securities then outstanding, an amount per share of the Series A Preferred Stock equal to the conversion amount as defined in the Certificate of Designation.

*Redemption; Conversion only in the Event of an Election not to Redeem.* The Company has the right to redeem all of the Series A Preferred Stock at the then stated value on or before a date that is four months from the date of issuance (with two options to extend for an additional one month at the Company's discretion, with each extension adding \$50.00 per share to the then stated value of such Series A Preferred Stocks). Only in the event that the Company elects not to redeem all of the Series A Preferred Stock on or before said date(s), then an additional \$166.67 per share shall be added to the then stated value of such shares and each share of Series A Preferred Stock shall then become convertible, at the option of the holder, into that number of shares of common stock (subject to the beneficial ownership limitation) determined by dividing the then stated value of such share by the conversion price, which will be 80% of the lowest closing price of the Company's common stock during the five trading days prior to conversion, subject to a floor price of \$1.00 and subject to adjustment for reverse and forward stock splits, stock dividends and other similar transactions. Conversion is subject to a 19.99% beneficial ownership limitation unless stockholder approval is obtained.

*Beneficial Ownership Limitation.* The Company shall not effect any conversion of the Series A Preferred Stock, and a holder shall not have the right to convert any portion of the Series A Preferred Stock, to the extent that after giving effect to the conversion sought by the holder such holder (together with such holder's affiliates) would beneficially own more than 4.99% (or upon election by a holder, 9.99%) of the number of shares of common stock outstanding immediately after giving effect to the issuance of shares of common stock issuable upon such conversion.

The foregoing description of the Certificate of Designation does not purport to be complete and is subject to, and qualified in its entirety by the terms and conditions of the Certificate of Designation, a copy of which is attached as Exhibit 3.1 to this Current Report on Form 8-K and is incorporated herein by reference.

**Item 5.03 Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.**

The information set forth in Item 3.03 of this Current Report on Form 8-K is incorporated by reference into this Item 5.03.

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits

<b>Exhibit No.</b>	<b>Description</b>
3.1	<a href="#">Certificate of Designations, Preferences and Rights of the Series A Convertible Preferred Stock</a>
10.1	<a href="#">Form of Securities Purchase Agreement dated June 10, 2026</a>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

**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.

**NeOnc Technologies Holdings, Inc.**

By: /s/ Amir Heshmatpour

Name: Amir Heshmatpour

Title: Chief Executive Officer, President and Executive Chairman

Dated: June 12, 2026

**CERTIFICATE OF DESIGNATIONS, PREFERENCES AND RIGHTS OF THE  
SERIES A CONVERTIBLE PREFERRED STOCK  
OF NEONC TECHNOLOGIES HOLDINGS, INC.**

PURSUANT TO SECTION 151(G) OF THE  
DELAWARE GENERAL CORPORATION LAW

The undersigned, Amir Heshmatpour, the Chief Executive Officer of NeOnc Technologies Holdings, Inc. (the “**Corporation**”), a Delaware corporation, hereby does certify:

That pursuant to the authority expressly conferred upon the Board of Directors of the Corporation (the “**Board of Directors**”) by the Corporation’s Certificate of Incorporation, as amended (the “**Certificate of Incorporation**”), the Board of Directors on June 10, 2026, adopted the following resolution determining it desirable and in the best interests of the Corporation and its stockholders for the Corporation to create a series of Six Thousand (6,000) shares of preferred stock designated as “Series A Convertible Preferred Stock.” (each, a “**Series A Share**”, or collectively, the “**Series A Shares**”)

**RESOLVED**, that the Board of Directors designates the Series A Convertible Preferred Stock and the number of shares constituting such series, and fixes the rights, powers, preferences, privileges and restrictions relating to such series in addition to any set forth in the Certificate of Incorporation as follows:

**TERMS OF SERIES A CONVERTIBLE PREFERRED STOCK**

1. Certain Defined Terms. For purposes of this Certificate of Designation, and unless otherwise defined herein, the following terms shall have the following meanings:

(a) “**1934 Act**” means the Securities Exchange Act of 1934, as amended, and the rules and regulations thereunder.

(b) “**19.99% Ownership Limitation**” shall have the meaning given to it in Section 6 hereto.

(c) “**Affiliate**” means, with respect to any Person, any other Person that directly or indirectly controls, is controlled by, or is under common control with, such Person, it being understood for purposes of this definition that “control” of a Person means the power directly or indirectly either to vote 10% or more of the stock having ordinary voting power for the election of directors of such Person or direct or cause the direction of the management and policies of such Person whether by contract or otherwise.

(d) “**Business Day**” means any day except any Saturday, any Sunday, any day which is a federal legal holiday in the United States or any day on which banking institutions in the State of New York are authorized or required by law or other governmental action to close.

(e) “**Certificate of Designation**” means this Certificate Of Designations, Preferences and Rights of the Series A Convertible Preferred Stock of the Corporation.

(f) “**Closing Sale Price**” means, for any security on any Trading Day, (i) the official closing price for such security on the Principal Market, as reported by Bloomberg or, if not available, as reported by OTC Markets Group Inc. (or any successor), or (ii) if no such trade price is available for that Trading Day, the fair market value of such security as determined in good faith by the Board of Directors of the Corporation.

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(g) “**Common Stock**” means (i) the Corporation’s shares of common stock, \$0.0001 par value per share, and (ii) any capital stock into which such common stock shall have been changed or any share capital resulting from a reclassification of such common stock.

(h) “**DGCL**” means Delaware General Corporation Law.

(i) “**Extension**” means an election by the Corporation, delivered no later than five days prior to a Redemption Date, to extend the Redemption Date by an additional one (1) month provided however that no more than two (2) Extensions may be effected further to this COD and in no event shall the Redemption Date be a date in excess of six (6) months from the Initial Issuance Date.

(j) “**Floor Price**” means 20% of the Minimum Price (as such term is defined by the rules and regulations of the Nasdaq Stock Market LLC, Rule 5635(d)(1)(A) (or such lower amount as permitted, from time to time, by the Principal Market, subject to downward adjustments for share splits, share dividends, share combinations, recapitalizations or other similar events (for the avoidance of doubt, share splits, share dividends, share combinations, recapitalizations or other similar events shall not cause an adjustment to increase the floor price).

(k) “**Holder**” or “**Holder**s” means a holder of Series A.

(l) “**Initial Issuance Date**” means the date the first share of Series A is issued to any Holder hereof.

(m) “**Liquidation Event**” means, whether in a single transaction or series of transactions, the voluntary or involuntary liquidation, dissolution or winding up of the Corporation or such Subsidiaries the assets of which constitute all or substantially all of the assets of the business of the Corporation and its Subsidiaries, taken as a whole.

(n) “**Person**” means an individual, a limited liability company, a partnership, a joint venture, a corporation, a trust, an unincorporated organization, any other entity or a government or any department or agency thereof.

(o) “**Principal Market**” means the primary market on which the Common Stock is then listed or quoted for trading, including, without limitation, The New York Stock Exchange, the NYSE American, the Nasdaq Global Select Market, the Nasdaq Global Market, the Nasdaq Capital Market, OTCPink, OTCQB, or OTCQX and any successor markets thereto.

(p) “**Redemption Date**” shall be that date which is four (4) months from the Initial Issuance Date provided however that the Redemption Date may be extended for up to two (2) additional one (1) month periods if an Extension is elected by the Corporation.

(q) “**SEC**” means the Securities and Exchange Commission or the successor thereto.

(r) “**Securities Purchase Agreement**” means that certain Securities Purchase Agreement by and among the Corporation and the holders of Series A, effective as of the Initial Issuance Date, as may be amended from time in accordance with the terms thereof.

(s) “**Shareholder Approval**” means such approval as is required by the applicable rules and regulations of the Nasdaq Stock Market (or any successor entity) from the stockholders of the Corporation with respect to the issuance of all of the shares of Common Stock issuable or potentially issuable in the future upon conversion of the Series A.

(t) “**Stated Value**” shall mean \$1,000 per share of Series A, subject to adjustment for stock splits, stock dividends, recapitalizations, reorganizations, reclassifications, combinations, subdivisions or other similar events occurring after the Initial Issuance Date with respect to the Series A (including any adjustment for an Extension or the Triggering Event).

(u) “**Subsidiary**” when used with respect to any Person, means any corporation or other organization, whether incorporated or unincorporated, of which (A) at least a majority of the securities or other interests having by their terms ordinary voting power to elect a majority of the board of directors or others performing similar functions with respect to such corporation or other organization is directly or indirectly owned or controlled by such Person (through ownership of securities, by contract or otherwise) or (B) such Person or any subsidiary of such Person is a general partner of any general partnership or a manager of any limited liability Corporation.

(v) “**Trading Day**” means any day on which the Common Stock is eligible to be traded on the Principal Market or securities market on which the Common Stock is then traded.

(w) “**Transaction Documents**” means the Securities Purchase Agreement and this Certificate of Designation, and each of the other agreements and instruments entered into or delivered by the Corporation in connection with the transactions contemplated by the Securities Purchase Agreement, all as may be amended from time to time in accordance with the terms thereof.

(x) “**Transfer Agent**” means VStock Transfer, LLC.

(y) “**Triggering Event Date**” means that day immediately following the date upon which the Triggering Event occurs as further set forth in Section 6 hereto.

2. Designation and Number of Shares. There shall hereby be created and established a series of preferred stock of the Corporation designated as “Series A Convertible Preferred Stock” (the “**Series A**”). The authorized number of Series A shares shall be Six Thousand (6,000) shares. Each share of Series A shall have a par value of \$0.0001 and Stated Value equal to \$1,000, subject to adjustment as set forth herein.

3. Ranking. The Series A shall rank (i) senior to all of the Common Stock; (ii) senior to any class or series of capital stock of the Corporation hereafter created specifically ranking by its terms junior to any Series A (“**Junior Securities**”); (iii) on parity with any class or series of capital stock of the Corporation created specifically ranking by its terms on parity with the Preferred Stock (“**Parity Securities**”); and (iv) junior to any class or series of capital stock of the Corporation hereafter created specifically ranking by its terms senior to any Series A (“**Senior Securities**”), in each case, as to dividends or distributions of assets upon liquidation, dissolution or winding up of the Corporation, whether voluntarily or involuntarily. Subject to any superior liquidation rights of the holders of any Senior Securities of the Corporation and the rights of the Corporation’s existing and future creditors, upon any liquidation, dissolution or winding-up of the Corporation, whether voluntary or involuntary (a “**Liquidation**”), each Holder shall be entitled to be paid out of the assets of the Corporation legally available for distribution to stockholders, prior and in preference to any distribution of any of the assets or surplus funds of the Corporation to the holders of the Common Stock and Junior Securities and *pari passu* with any distribution to the holders of Parity Securities, an amount equal to the Stated Value for each share of Series A held by such Holder and an amount equal to any accrued and unpaid dividends thereon, and thereafter the Holders shall be entitled to receive out of the assets, whether capital or surplus, of the Corporation the same amount that a holder of Common Stock would receive if the Series A were fully converted (disregarding for such purposes any conversion limitations hereunder) to Common Stock which amounts shall be paid *pari passu* with all holders of Common Stock. The Corporation shall mail written notice of any such Liquidation, not less than sixty (60) days prior to the payment date stated therein, to each Holder.

#### 4. Redemption.

(a) Optional Redemption. Subject to the terms of this Section 4, on or before the Redemption Date, the Corporation shall have the option to redeem for cash all of the then outstanding Series A Shares at a per share redemption price equal to the Stated Value (“**Redemption Price**”).

(b) Redemption Prohibited in Certain Circumstances. The Corporation may not pay the Redemption Price for any Series A Shares to be redeemed pursuant to a further to this Section 4 to the extent, and only to the extent, the Corporation does not have sufficient funds legally available to pay the same; and if the Corporation does not have sufficient funds legally available to pay the Redemption Price for all Series A Shares that are otherwise to be redeemed pursuant to such redemption, then (1) the Corporation may pay up to the maximum amount of such Redemption Price that can be paid out of funds legally available for payment, which payment will be made pro rata to each Holder based on the total number of Series A Shares of such Holder; (2) the Stated Value of the remaining Series A Shares shall be subject to increase further to Section 5; and (3) the remaining Series A Shares shall become convertible into shares of the Common Stock further to Section 6.

(c) Payment of the Redemption Price. Should the Corporation elect to redeem the Series A Shares, the Corporation will cause the Redemption Price for each Series A Share subject to redemption to be paid to the Holder thereof on or before the Redemption Date.

5. Adjustment to Stated Value. Should the Corporation elect to make an Extension of the Redemption Date, the Stated Value of each Series A Share then outstanding shall increase by \$50.00 with respect to each such Extension. Should the Triggering Event occur, the Stated Value of each Series A Share then outstanding and not redeemed further to Section 4 shall increase by \$166.67 as of the date of the Triggering Event. By way of example only, if two Extensions are elected and the Triggering Event then occurs, the Stated Value of any Series A Shares not so redeemed further to Section 4 shall be \$1,266.67.

6. Conversion. Subject to Section 6(d), at any time during the period commencing on the Triggering Event Date, a Holder may, at such Holder’s option, by delivery of a Conversion Notice to the Corporation to convert all, or any number of Series A into shares of Common Stock at the Conversion Price in accordance with this Section 6; provided, however, that unless and until the Corporation obtains Stockholder Approval, the Holder shall not be entitled to convert any shares of Series A to the extent that, after giving effect to such conversion, the Holder (together with its affiliates and any other persons whose beneficial ownership would be aggregated for purposes of Nasdaq Listing Rule 5635(d)) or any similar rule of any other Principal Market on which the Common Stock is then listed or quoted for trading) would beneficially own in excess of 19.99% of the outstanding shares of Common Stock (the “**19.99% Ownership Limitation**”).

(a) Holder’s Conversion Right. Subject to the provisions of Section 6(d) and if Shareholder Approval is required by the rules and regulations of the Principal Trading Market, following receipt of such Shareholder Approval, at any time or times on or after the Initial Issuance Date, each Holder shall be entitled to convert any portion of the outstanding Series A held by such Holder into validly issued, fully paid and non-assessable shares of Common Stock in accordance with Section 6(c) at the Conversion Rate. The Corporation shall not issue any fraction of a share of Common Stock upon any conversion. If the issuance would result in the issuance of a fraction of a share of Common Stock, the Corporation shall, in its sole discretion, round such fraction of a share of Common Stock up to the nearest whole share or pay to the Holder a cash adjustment in respect of such final fraction in an amount equal to such fraction multiplied by the Conversion Price. The Corporation shall pay any and all transfer, stamp, issuance and similar taxes, costs and expenses (including fees and expenses of the Transfer Agent that may be payable with respect to the issuance and delivery of Common Stock upon conversion of any Conversion Amount; provided that the Corporation shall not be required to pay any tax that may be payable in respect of any transfer involved in the issuance and delivery of any such conversion shares upon conversion in a name other than that of the Holder of such shares of Series A and the Corporation shall not be required to issue or deliver such conversion shares to such transferee unless or until the Person or Persons requesting the issuance thereof shall have paid to the Corporation the amount of such tax or shall have established to the satisfaction of the Corporation that such tax has been paid.

(b) Conversion Rate. The number of shares of Common Stock issuable upon conversion of any share of Series A pursuant to Section 6(a) shall be determined by dividing (x) the Conversion Amount of such share of Series A by (y) the Conversion Price (the “**Conversion Rate**”);

(i) “**Conversion Amount**” means, with respect to each share of Series A, as of the applicable date of determination, the sum of the Stated Value at issue.

(ii) “**Conversion Price**” means, with respect to each share of Series A, as of any Conversion Date or other date of determination, 80% of the lowest closing price of the Common Stock as of the closing of the Principal Market for each of the five (5) Trading Days immediately prior to the subject Conversion Date or other date of determination, subject to adjustment as provided herein, but in no event shall the Conversion Price be less than \$1.00, the Floor Price.

(c) Mechanics of Conversion. The conversion of each share of Series A shall be conducted in the following manner:

(i) (1) Optional Conversion. To convert a share of Series A into shares of Common Stock at any time and from time to time from and after the Triggering Event Date (a “**Conversion Date**”), a Holder shall deliver, via electronic mail or otherwise, for receipt on or prior to 11:59 p.m., Eastern time, on such date, a copy of an executed notice of conversion of the share(s) of Series A subject to such conversion in the form attached hereto as **Exhibit I** (the “**Conversion Notice**”) to the Corporation. If required by Section 6(c)(iii), within three Trading Days following a conversion of any such Series A as aforesaid, such Holder shall surrender to a nationally recognized overnight delivery service for delivery to the Corporation the original certificates representing the Series A (the “**Series A Certificates**”) so converted as aforesaid (or an indemnification undertaking with respect to the Series A in the case of its loss, theft or destruction as contemplated by Section 13). On or before the first Trading Day following the date of receipt of a Conversion Notice, the Corporation shall transmit by electronic mail an acknowledgment of confirmation, in the form attached hereto as **Exhibit II**, of receipt of such Conversion Notice to such Holder and the Corporation’s Transfer Agent, which confirmation shall constitute an instruction to the Transfer Agent to process such Conversion Notice in accordance with the terms herein. On or before the second Trading Day following the date of receipt of a Conversion Notice (or such earlier date as required pursuant to the 1934 Act or other applicable law, rule, or regulation, including the rules of the Principal Market or other customary applicable policy for the settlement of a trade initiated on the applicable Conversion Date of such shares of Common Stock issuable pursuant to such Conversion Notice) (the “**Share Delivery Deadline**”), the Corporation shall (1) provided that the Transfer Agent is participating in The Depository Trust Corporation’s (“**DTC**”) Fast Automated Securities Transfer Program, credit such aggregate number of shares of Common Stock to which such Holder shall be entitled to such Holder’s or its designee’s balance account with DTC through its Deposit/Withdrawal at Custodian system, or (2) if the Transfer Agent is not participating in the DTC Fast Automated Securities Transfer Program, issue and deliver (via reputable overnight courier) to the address as specified in such Conversion Notice, a certificate, registered in the name of such Holder or its designee, for the number of shares of Common Stock to which such Holder shall be entitled. If the number of Series A represented by the Series A Certificate(s) submitted for conversion pursuant to Section 6(c)(i) is greater than the number of Series A being converted, then the Corporation shall, as soon as practicable and in no event later than two Trading Days after receipt of the Series A Certificate(s) and at its own expense, issue and deliver to such Holder (or its designee) a new Series A Certificate (in accordance with Section 16(d)) representing the number of Series A not converted. The Person or Persons entitled to receive the shares of Common Stock issuable upon a conversion of Series A shall be treated for all purposes as the record holder or holders of such shares of Common Stock on the Conversion Date.

(ii) Corporation's Failure to Timely Convert. If the Corporation shall fail, for any reason or for no reason, on or prior to the applicable Share Delivery Deadline, to issue to such Holder a certificate for the number of shares of Common Stock to which such Holder is entitled and register such shares of Common Stock on the Corporation's share register or to credit such Holder's or its designee's balance account with DTC for such number of shares of Common Stock to which such Holder is entitled upon such Holder's conversion of any Conversion Amount (as the case may be) (a "**Conversion Failure**"), then, in addition to all other remedies available to such Holder, (X) the Corporation shall pay in cash, as partial liquidated damages and not as a penalty, to such Holder on each day after the Share Delivery Deadline and during such Conversion Failure an amount equal to 120% of the product of (A) the sum of the number of shares of Common Stock not issued to such Holder on or prior to the Share Delivery Deadline and to which such Holder is entitled, multiplied by (B) the closing price of the Common Stock on the applicable Conversion Date and ending on the applicable Share Delivery Deadline, and (Y) such Holder, upon written notice to the Corporation, may void its Conversion Notice with respect to, and retain or have returned, as the case may be, all, or any portion, of such Series A that has not been converted pursuant to such Conversion Notice; provided that the voiding of a Conversion Notice shall not affect the Corporation's obligations to make any payments which have accrued prior to the date of such notice pursuant to this Section 6(c)(ii) or otherwise. In addition to the foregoing, if on or prior to the Share Delivery Deadline the Transfer Agent is not participating in the DTC Fast Automated Securities Transfer Program, the Corporation shall fail to issue and deliver to such Holder (or its designee) a certificate and register such shares of Common Stock on the Corporation's share register or, if the Transfer Agent is participating in the DTC Fast Automated Securities Transfer Program, the Transfer Agent shall fail to credit the balance account of such Holder or such Holder's designee with DTC for the number of shares of Common Stock to which such Holder is entitled upon such Holder's exercise hereunder or pursuant to the Corporation's obligation pursuant to clause (II) below and if on or after such Share Delivery Deadline such Holder purchases (in an open market transaction or otherwise) shares of Common Stock to deliver in satisfaction of a sale by such Holder of all or any portion of the number of shares of Common Stock, or a sale of a number of shares of Common Stock equal to all or any portion of the number of shares of Common Stock, issuable upon such conversion that such Holder so is entitled to receive from the Corporation, then, in addition to all other remedies available to such Holder, the Corporation shall, within two Trading Days after receipt of such Holder's request and in such Holder's discretion, either: (I) pay cash to such Holder in an amount equal to such Holder's total purchase price (including brokerage commissions and other out-of-pocket expenses, if any) for the shares of Common Stock so purchased (including by any other Person in respect, or on behalf, of such Holder) (the "**Buy-In Price**"), at which point the Corporation's obligation to so issue and deliver such certificate or credit such Holder's balance account with DTC for the number of shares of Common Stock to which such Holder is entitled upon such Holder's conversion hereunder (as the case may be) (and to issue such shares of Common Stock) shall terminate, or (II) promptly honor its obligation to so issue and deliver to such Holder a certificate or certificates representing such shares of Common Stock or credit such Holder's balance account with DTC for the number of shares of Common Stock to which such Holder is entitled upon such Holder's conversion hereunder (as the case may be) and pay cash to such Holder in an amount equal to the excess (if any) of the Buy-In Price over the product of (x) such number of shares of Common Stock to which such Holder is entitled multiplied by (y) the lowest Closing Sale Price of the Common Stock on any Trading Day during the period commencing on the date of the applicable Conversion Notice and ending on the date of such issuance and payment under this clause (ii).

(iii) Registration; Book-Entry. The Corporation shall maintain a register (the “**Register**”) for the recordation of the names and addresses of the Holders of each share of Series A and the Stated Value of the Series A (the “**Registered Series A**”). The entries in the Register shall be conclusive and binding for all purposes absent manifest error. The Corporation and each Holder of the Series A shall treat each Person whose name is recorded in the Register as the owner of a share of Series A for all purposes (including the right to receive payments and dividends hereunder) notwithstanding notice to the contrary. A registered share of Series A may be assigned, transferred or sold only by registration of such assignment or sale on the Register. Upon its receipt of a written request to assign, transfer or sell one or more Registered Series A by such Holder thereof, the Corporation shall record the information contained therein in the Register and issue one or more new shares of Series A in the same aggregate Stated Value as the Stated Value of the surrendered Series A to the designated assignee or transferee pursuant to Section 17, provided that if the Corporation does not so record an assignment, transfer or sale (as the case may be) of such Series A shares within two Trading Days of such a request, then the Register shall be automatically deemed updated to reflect such assignment, transfer or sale (as the case may be). Notwithstanding anything to the contrary set forth in this Section, following conversion of any Series A in accordance with the terms hereof, the applicable Holder shall not be required to physically surrender such Series A Certificate to the Corporation unless (A) the full or remaining number of Series A shares represented by the applicable Series A Certificate are being converted (in which event such certificate(s) shall be delivered to the Corporation as contemplated by this Section 6(c)(iii)) or (B) such Holder has provided the Corporation with prior written notice (which notice may be included in a Conversion Notice) requesting reissuance of Series A upon physical surrender of the applicable Series A Certificate. Each Holder and the Corporation shall maintain records showing the Stated Value and dividends converted and/or paid (as the case may be) and the dates of such conversions and/or payments (as the case may be) or shall use such other method, reasonably satisfactory to such Holder and the Corporation, so as not to require physical surrender of a Series A Certificate upon conversion. If the Corporation does not update the Register to record such Stated Value and dividends converted and/or paid (as the case may be) and the dates of such conversions and/or payments (as the case may be) within two Trading Days of such occurrence, then the Register shall be automatically deemed updated to reflect such occurrence. In the event of any dispute or discrepancy, such records of such Holder establishing the number of Series A to which the record holder is entitled shall be controlling and determinative in the absence of manifest error. A Holder and any transferee or assignee, by acceptance of a certificate, acknowledge and agree that, by reason of the provisions of this paragraph, following conversion of any Series A, the number of Series A represented by such certificate may be less than the number of Series A stated on the face thereof. Each Series A Certificate shall bear the following legend:

ANY TRANSFEREE OR ASSIGNEE OF THIS CERTIFICATE SHOULD CAREFULLY REVIEW THE TERMS OF THE CORPORATION’S CERTIFICATE OF DESIGNATIONS RELATING TO THE SHARES OF SERIES A CONVERTIBLE PREFERRED STOCK REPRESENTED BY THIS CERTIFICATE. THE NUMBER OF SHARES OF SERIES A CONVERTIBLE PREFERRED STOCK REPRESENTED BY THIS CERTIFICATE MAY BE LESS THAN THE NUMBER OF SHARES OF SERIES A CONVERTIBLE PREFERRED STOCK STATED ON THE FACE HEREOF

(iv) Pro Rata Conversion; Disputes. In the event that the Corporation receives a Conversion Notice from more than one Holder for the same Conversion Date and the Corporation can convert some, but not all, of such Series A submitted for conversion, the Corporation shall convert from each Holder electing to have Series A converted on such date a pro rata amount of such Holder’s Series A submitted for conversion on such date based on the number of Series A submitted for conversion on such date by such Holder relative to the aggregate number of Series A submitted for conversion on such date. In the event of a dispute as to the number of shares of Common Stock issuable to a Holder in connection with a conversion of Series A, the Corporation shall issue to such Holder the number of shares of Common Stock not in dispute and resolve such dispute in accordance with Section 22.

(d) Limitation on Beneficial Ownership. The Corporation shall not effect the conversion of any of the Series A held by a Holder, and such Holder shall not have the right to convert any of the Series A held by such Holder pursuant to the terms and conditions of this Certificate of Designation and any such conversion shall be null and void and treated as if never made, to the extent that after giving effect to such conversion, such Holder (together with such Holder's Affiliates) would beneficially own in excess of 4.99% (the "**Maximum Percentage**") of the shares of Common Stock outstanding immediately after giving effect to such conversion (which provision may be increased to a maximum of 9.99% by such Holder by written notice from such Holder to the Corporation, which notice shall be effective 61 calendar days after the date of such notice). For purposes of the foregoing sentence, the aggregate number of shares of Common Stock beneficially owned by such Holder shall include the number of shares of Common Stock held by such Holder plus the number of shares of Common Stock issuable upon conversion of the Series A with respect to which the determination of such sentence is being made, but shall exclude shares of Common Stock which would be issuable upon (A) conversion of the remaining, nonconverted Series A beneficially owned by such Holder and (B) exercise or conversion of the unexercised or nonconverted portion of any other securities of the Corporation (including any Convertible Securities and Options) beneficially owned by such Holder subject to a limitation on conversion or exercise analogous to the limitation contained in this Section 6(d). For purposes of this Section 5(d), beneficial ownership shall be calculated in accordance with Section 13(d) of the 1934 Act and the rules thereunder. For purposes of determining the number of outstanding shares of Common Stock a Holder may acquire upon the conversion of such Series A without exceeding the Maximum Percentage, such Holder may rely on the number of outstanding shares of Common Stock as reflected in (x) the Corporation's most recent Annual Report on Form 10-K, Quarterly Report on Form 10-Q, Current Report on Form 8-K or other public filing with the SEC, as the case may be, (y) a more recent public announcement by the Corporation or (z) any other written notice by the Corporation or the Transfer Agent, if any, setting forth the number of shares of Common Stock outstanding (the "**Reported Outstanding Share Number**"). Notwithstanding the preceding, the Holder may rely on the Transfer Agent's records if the Reported Outstanding Share Number is different than what the Corporation reports. If the Corporation receives a Conversion Notice from a Holder at a time when the actual number of outstanding shares of Common Stock is less than the Reported Outstanding Share Number, the Corporation shall notify such Holder in writing of the number of shares of Common Stock then outstanding and, to the extent that such Conversion Notice would otherwise cause such Holder's beneficial ownership, as determined pursuant to this Section 5(d), to exceed the Maximum Percentage, such Holder must notify the Corporation of a reduced number of shares of Common Stock to be purchased pursuant to such Conversion Notice. For any reason at any time, upon the written or oral request of any Holder, the Corporation shall within one Trading Day confirm orally and in writing or by electronic mail to such Holder the number of shares of Common Stock then outstanding. In any case, the number of outstanding shares of Common Stock shall be determined after giving effect to the conversion or exercise of securities of the Corporation, including such Series A, by such Holder since the date as of which the Reported Outstanding Share Number was reported. In the event that the issuance of shares of Common Stock to a Holder upon conversion of such Series A results in such Holder being deemed to beneficially own, in the aggregate, more than the Maximum Percentage of the number of outstanding shares of Common Stock (as determined under Section 13(d) of the 1934 Act), the number of shares so issued by which such Holder's beneficial ownership exceeds the Maximum Percentage (the "**Excess Shares**") shall be deemed null and void and shall be cancelled ab initio, and such Holder shall not have the power to vote or to transfer the Excess Shares. For purposes of clarity, the shares of Common Stock issuable to a Holder pursuant to the terms of this Certificate of Designation in excess of the Maximum Percentage shall not be deemed to be beneficially owned by such Holder for any purpose including for purposes of Section 13(d) or Rule 16a-1(a)(1) of the 1934 Act. No prior inability to convert such Series A pursuant to this paragraph shall have any effect on the applicability of the provisions of this paragraph with respect to any subsequent determination of convertibility. The provisions of this paragraph shall be construed and implemented in a manner otherwise than in strict conformity with the terms of this Section 5(d) to the extent necessary to correct this paragraph (or any portion of this paragraph) which may be defective or inconsistent with the intended beneficial ownership limitation contained in this Section 5(d) or to make changes or supplements necessary or desirable to properly give effect to such limitation. The provisions of this Section 6(d) shall be of no further force or effect if the Holder participates in a subsequent transaction with the Corporation which results in the Holder beneficially owning in excess of 4.99% of the number of shares of the Common Stock outstanding which shall include securities convertible into Common Stock which do not contain a beneficial ownership limitation. To ensure compliance with this restriction, each Holder will be deemed to represent to the Corporation each time it delivers a Conversion Notice that such Conversion Notice has not violated the restrictions set forth in this Section 6(d) and the Corporation shall have no obligation to verify or confirm the accuracy of such determination. The limitations contained in this Section 6(d) shall apply to a successor holder of Series A.

(e) Shareholder Approval. A Holder shall not convert any Series A Shares into shares of Common Stock which would result in the Holder beneficially owning in excess of 19.99% of the issued and outstanding shares of Common Stock of the Corporation until the Corporation has obtained the Shareholder Approval to the issuance of the Conversion Amount due to the aggregate number of shares of Common Stock issued after giving effect to the issuance of the Conversion Amount issuable upon conversion of the Series A exceeding 19.99% of all shares of Common Stock issued and outstanding on the Initial Issuance Date, subject to pro rata adjustment in connection with any stock splits, stock dividends, or similar changes to the Corporation's capitalization after the Initial Issuance Date.

7. Triggering Event. It shall constitute a "**Triggering Event**" if the Corporation elects not to redeem all Series A Shares on or before the Redemption Date.

8. Non-circumvention. The Corporation hereby covenants and agrees that the Corporation will not, by amendment of its Certificate of Incorporation, bylaws or through any reorganization, transfer of assets, consolidation, merger, scheme of arrangement, dissolution, issue or sale of securities, or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms of this Certificate of Designation, and will at all times in good faith carry out all the provisions of this Certificate of Designation and take all action as may be required to protect the rights of the Holders. Without limiting the generality of the foregoing or any other provision of this Certificate of Designation, the Corporation (a) shall not increase the par value of any shares of Common Stock receivable upon the conversion of any Series A above the Conversion Price then in effect, (b) shall take all such actions as may be necessary or appropriate in order that the Corporation may validly and legally issue fully paid and non-assessable shares of Common Stock upon the conversion of Series A and (c) shall, so long as any Series A are outstanding, and upon the filing of an amendment to the Corporation's Certificate of Incorporation to increase the number of shares of the Corporation's Common Stock that the Corporation is authorized to issue with the Secretary of State of the State of Delaware, take all action necessary to reserve and keep available out of its authorized and unissued shares of Common Stock, solely for the purpose of effecting the conversion of the Series A, two (2) times the maximum number of shares of Common Stock as shall from time to time be necessary to effect the conversion of all of the Series A then outstanding (without regard to any limitations on conversion contained herein).

9. Authorized Shares. So long as any Series A remain outstanding, the Corporation shall at all times reserve not less than two (2) times the number of shares of Common Stock issuable upon full conversion of all outstanding Series A at the then-effective Floor Price (without regard to any limitations on conversions) (the "**Required Reserve Amount**"). The Required Reserve Amount (including each increase in the number of shares so reserved) shall be allocated pro rata among the Holders based on the number of the Series A held by each Holder (the "**Authorized Share Allocation**"). In the event that a Holder shall sell or otherwise transfer any of such Holder's Series A, each transferee shall be allocated a pro rata portion of such Holder's Authorized Share Allocation. If the Required Reserve Amount is not met at such time, any shares of Common Stock reserved and allocated to any Person which ceases to hold any Series A shall be allocated to the remaining Holders of Series A, pro rata based on the number of the Series A then held by the Holders.

10. Liquidation, Dissolution, Winding-Up. In the event of a Liquidation Event, the Holders shall be entitled to receive in cash out of the assets of the Corporation, whether from capital or from earnings available for distribution to its stockholders (the "**Liquidation Funds**"), before any amount shall be paid to the holders of any of shares of Junior Stock, but pari passu with any Parity Stock then outstanding, an amount per share of Series A equal to the Conversion Amount, provided that if the Liquidation Funds are insufficient to pay the full amount due to the Holders and holders of shares of Parity Stock, then each Holder and each holder of Parity Stock shall receive a percentage of the Liquidation Funds equal to the full amount of Liquidation Funds payable to such Holder and such holder of Parity Stock as a liquidation preference, in accordance with their respective certificate of designations (or equivalent), as a percentage of the full amount of Liquidation Funds payable to all holders of Series A and all holders of shares of Parity Stock. To the extent necessary, the Corporation shall cause such actions to be taken by each of its Subsidiaries so as to enable, to the maximum extent permitted by law, the proceeds of a Liquidation Event to be distributed to the Holders in accordance with this Section 8. All the preferential amounts to be paid to the Holders under this Section 8 shall be paid or set apart for payment before the payment or setting apart for payment of any amount for, or the distribution of any Liquidation Funds of the Corporation to the holders of shares of Junior Stock in connection with a Liquidation Event as to which this Section 8 applies.

11. Vote.

(a) To Change the Terms of or Issue Series A. In addition to any other rights provided by law, except where the vote or written consent of the holders of a greater number of shares is required by law, without first obtaining the affirmative vote at a meeting duly called for such purpose, or the written consent without a meeting, of a majority of the outstanding shares of Series A, voting together as a single class, the Corporation shall not, directly or indirectly amend or repeal any provision of, or add any provision to, its charter documents, including, without limitation, its Certificate of Incorporation or bylaws, this Certificate of Designation, or file any certificate of designations or articles of amendment of any series of shares of preferred stock, if such action would adversely alter or change in any respect the preferences, rights, privileges or powers, or restrictions provided for the benefit, of the Series A, regardless of whether any such action shall be by means of amendment to the Certificate of Incorporation or by merger, consolidation or otherwise.

(b) No Voting Rights. Notwithstanding anything herein to the contrary, and for the avoidance of doubt, the Series A shall have no voting rights, except as required by applicable law or as expressly provided in the Certificate of Incorporation or this Series A COD. not be entitled to any voting rights, other than any vote required by law or the Certificate of Incorporation.

12. Transfer of Series A. A Holder may transfer some or all of its Series A without the consent of the Corporation subject to compliance with securities laws.

13. Reissuance of Preferred Certificates.

(a) Transfer. If any Series A are to be transferred, the applicable Holder shall surrender the applicable Series A Certificate to the Corporation, whereupon the Corporation will forthwith issue and deliver upon the order of such Holder a new Series A Certificate (in accordance with Section 13(d)), registered as such Holder may request, representing the outstanding number of Series A being transferred by such Holder and, if less than the entire outstanding number of Series A is being transferred, a new Series A Certificate (in accordance with Section 13(d)) to such Holder representing the outstanding number of Series A not being transferred. Such Holder and any assignee, by acceptance of the Series A Certificate, acknowledge and agree that, by reason of the provisions of Section 4(c)(i) following conversion of any of the Series A, the outstanding number of Series A represented by the Series A may be less than the number of Series A stated on the face of the Series A Certificate.

(b) Lost, Stolen or Mutilated Series A Certificate. Upon receipt by the Corporation of evidence reasonably satisfactory to the Corporation of the loss, theft, destruction or mutilation of a Series A Certificate (as to which a written certification and the indemnification contemplated below shall suffice as such evidence), and, in the case of loss, theft or destruction, of any indemnification undertaking by the applicable Holder to the Corporation in customary and reasonable form without the requirement to post a bond or other security and, in the case of mutilation, upon surrender and cancellation of such Series A Certificate, the Corporation shall execute and deliver to such Holder a new Series A Certificate (in accordance with Section 17(d)) representing the applicable outstanding number of Series A.

(c) Series A Certificate Exchangeable for Different Denominations. Each Series A Certificate is exchangeable, upon the surrender hereof by the applicable Holder at the principal office of the Corporation, for a new Series A Certificate or Series A Certificate(s) (in accordance with Section 13(d)) representing in the aggregate the outstanding number of the Series A in the original Series A Certificate, and each such new certificate will represent such portion of such outstanding number of Series A from the original Series A Certificate as is designated by such Holder at the time of such surrender.

(d) Issuance of New Series A Certificate. Whenever the Corporation is required to issue a new Series A Certificate pursuant to the terms of this Certificate of Designation, such new Series A Certificate (i) shall represent, as indicated on the face of such Series A Certificate, the number of Series A remaining outstanding (or in the case of a new Series A Certificate being issued pursuant to Section 13(a) or Section 13(c), the number of Series A designated by such Holder which, when added to the number of Series A represented by the other new Series A Certificates issued in connection with such issuance, does not exceed the number of Series A remaining outstanding under the original Series A Certificate immediately prior to such issuance of new Series A Certificate), and (ii) shall have an issuance date, as indicated on the face of such new Series A Certificate, which is the same as the issuance date of the original Series A Certificate.

(e) Book Entry. If the Corporation's Transfer Agent issues the Series A in book entry format, all provisions of this Certificate of Designation as to delivery of Series A certificates shall be disregarded, and the Transfer Agent shall make entries in the stock transfer records in connection with conversions and transfers, as appropriate.

14. Remedies, Characterizations, Other Obligations, Breaches and Injunctive Relief. The remedies provided in this Certificate of Designation shall be cumulative and in addition to all other remedies available under this Certificate of Designation and any of the other Transaction Documents, at law or in equity (including a decree of specific performance and/or other injunctive relief), and nothing herein shall limit any Holder's right to pursue actual and consequential damages for any failure by the Corporation to comply with the terms of this Certificate of Designation. The Corporation covenants to each Holder that there shall be no characterization concerning this instrument other than as expressly provided herein. Amounts set forth or provided for herein with respect to payments, conversion and the like (and the computation thereof) shall be the amounts to be received by a Holder and shall not, except as expressly provided herein, be subject to any other obligation of the Corporation (or the performance thereof). The Corporation acknowledges that a breach by it of its obligations hereunder will cause irreparable harm to the Holders and that the remedy at law for any such breach may be inadequate. The Corporation therefore agrees that, in the event of any such breach or threatened breach, each Holder shall be entitled, in addition to all other available remedies, to specific performance and/or temporary, preliminary and permanent injunctive or other equitable relief from any court of competent jurisdiction in any such case without the necessity of proving actual damages and without posting a bond or other security. The Corporation shall provide all information and documentation to a Holder that is requested by such Holder to enable such Holder to confirm the Corporation's compliance with the terms and conditions of this Certificate of Designation.

15. Attorneys' Fees. If (i) any shares of Series A are placed in the hands of an attorney to enforce the provisions of this Certificate of Designation or (ii) there occurs any bankruptcy, reorganization, receivership of the Corporation or other proceedings affecting Corporation creditors' rights and involving a claim under this Certificate of Designation, then the Corporation shall pay the costs incurred by such Holder for such collection, enforcement or action or in connection with such bankruptcy, reorganization, receivership or other proceeding, including attorneys' fees and disbursements.

16. Construction; Headings. This Certificate of Designation shall be deemed to be jointly drafted by the Corporation and the Holders and shall not be construed against any such Person as the drafter hereof. The headings of this Certificate of Designation are for convenience of reference and shall not form part of, or affect the interpretation of, this Certificate of Designation. Unless the context clearly indicates otherwise, each pronoun herein shall be deemed to include the masculine, feminine, neuter, singular and plural forms thereof. The terms "including," "includes," "include" and words of like import shall be construed broadly as if followed by the words "without limitation." The terms "herein," "hereunder," "hereof" and words of like import refer to this entire Certificate of Designation instead of just the provision in which they are found. Unless expressly indicated otherwise, all section references are to sections of this Certificate of Designation.

17. Failure or Indulgence Not Waiver. No failure or delay on the part of a Holder in the exercise of any power, right or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such power, right or privilege preclude other or further exercise thereof or of any other right, power or privilege. No waiver shall be effective unless it is in writing and signed by an authorized representative of the waiving party. Notwithstanding the foregoing, nothing contained in this Section 17 shall permit any waiver of any provision of Section 14.

18. Dispute Resolution.

(a) In the case of a dispute relating to the Closing Sale Price, a Conversion Price or a fair market value or the arithmetic calculation of a Conversion Rate, (including a dispute relating to the determination of any of the foregoing), the Corporation or the applicable Holder (as the case may be) shall submit the dispute to the other party via electronic mail (A) if by the Corporation, within two Trading Days after the occurrence of the circumstances giving rise to such dispute or (B) if by such Holder at any time after such Holder learned of the circumstances giving rise to such dispute. If such Holder and the Corporation are unable to promptly resolve such dispute relating to such Closing Sale Price, such Conversion Price or such fair market value, or the arithmetic calculation of such Conversion Rate, at any time after the second Trading Day following such initial notice by the Corporation or such Holder (as the case may be) of such dispute to the Corporation or such Holder (as the case may be), then such Holder may, at its sole option, select an independent, reputable investment bank to resolve such dispute.

(b) Such Holder and the Corporation shall each deliver to such investment bank (A) a copy of the initial dispute submission so delivered in accordance with the first sentence of this Section 16(a) and (B) written documentation supporting its position with respect to such dispute, in each case, no later than 5:00 p.m. (Eastern time) by the fifth Trading Day immediately following the date on which such Holder selected such investment bank (the “**Dispute Submission Deadline**”) (the documents referred to in the immediately preceding clauses (A) and (B) are collectively referred to herein as the “**Required Dispute Documentation**”) (it being understood and agreed that if either such Holder or the Corporation fails to so deliver all of the Required Dispute Documentation by the Dispute Submission Deadline, then the party who fails to so submit all of the Required Dispute Documentation shall no longer be entitled to (and hereby waives its right to) deliver or submit any written documentation or other support to such investment bank with respect to such dispute and such investment bank shall resolve such dispute based solely on the Required Dispute Documentation that was delivered to such investment bank prior to the Dispute Submission Deadline), except that (A) if any Required Dispute Documentation is not reasonably available to the Holder and is in the sole possession of the Corporation, the Holder may request that the Corporation, and the Corporation shall, provided such Required Dispute Documentation to the chosen investment bank; and (B) such investment bank shall not be precluded from requesting any additional information or documentation from the Holder or from the Corporation which it deems reasonably necessary to resolve the dispute fairly and accurately. Unless otherwise agreed to in writing by both the Corporation and such Holder or otherwise requested by such investment bank, neither the Corporation nor such Holder shall be entitled to deliver or submit any written documentation or other support to such investment bank in connection with such dispute (other than the Required Dispute Documentation).

(c) The Corporation and such Holder shall cause such investment bank to determine the resolution of such dispute and notify the Corporation and such Holder of such resolution no later than 10 Trading Days immediately following the Dispute Submission Deadline. The fees and expenses of such investment bank shall be borne solely by the Corporation, and such investment bank’s resolution of such dispute shall be final and binding upon all parties absent manifest error.

19. Notices. The Corporation shall provide each Holder of Series A with prompt written notice of all actions taken pursuant to the terms of this Certificate of Designation, including in reasonable detail a description of such action and the reason therefor. All notices shall be by email or recognized overnight delivery service, next Trading Day delivery using the addresses of the Corporation as provided to the Holders and the addresses of any Holder as provided by such Holder to the Corporation. The Corporation and the Holders may change their addresses by notice by the Corporation to all Holders or any Holder to the Corporation.

20. Governing Law; Exclusive Jurisdiction. This Certificate of Designation shall be construed and enforced in accordance with, and all questions concerning the construction, validity, interpretation and performance of this Certificate of Designation shall be governed by, the internal laws of the State of Delaware, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Delaware or any other jurisdictions) that would cause the application of the laws of any jurisdictions other than the State of Delaware. Except as otherwise required by this Certificate of Designation, the Corporation and Holders hereby irrevocably submit to the exclusive jurisdiction of the state and federal courts sitting in the City of Wilmington, Delaware, County of New Castle, for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein, and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law. Nothing contained herein (i) shall be deemed or operate to preclude any Holder from bringing suit or taking other legal action against the Corporation in any other jurisdiction to collect on the Corporation's obligations to such Holder, or to enforce a judgment or other court ruling in favor of such Holder or (ii) shall limit, or shall be deemed or construed to limit, any provision of Section 21. The Corporation and each Holder hereby irrevocably waives, to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Certificate of Designation or the transactions contemplated hereby.

21. Severability. If any provision of this Certificate of Designation is prohibited by law or otherwise determined to be invalid or unenforceable by a court of competent jurisdiction, the provision that would otherwise be prohibited, invalid or unenforceable shall be deemed amended to apply to the broadest extent that it would be valid and enforceable, and the invalidity or unenforceability of such provision shall not affect the validity of the remaining provisions of this Certificate of Designation so long as this Certificate of Designation as so modified continues to express, without material change, the original intentions of the parties as to the subject matter hereof and the prohibited nature, invalidity or unenforceability of the provision(s) in question does not substantially impair the respective expectations or reciprocal obligations of the parties or the practical realization of the benefits that would otherwise be conferred upon the parties. The parties will endeavor in good faith negotiations to replace the prohibited, invalid or unenforceable provision(s) with a valid provision(s), the effect of which comes as close as possible to that of the prohibited, invalid or unenforceable provision(s).

22. Amendment. This Certificate of Designation or any provision hereof (other than Section 6(d)) may be modified or amended or the provisions hereof waived with the written consent of the Corporation and the Holders of 50.1% of the outstanding shares of Series A at the time of the waiver. No waiver shall be effective unless it is in writing and signed by an authorized representative of the waiving party.

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IN WITNESS WHEREOF, the Corporation has caused this Certificate of Designation of Series A Convertible Preferred Stock of NeOne Technologies Holdings, Inc. to be signed by its Chief Executive Officer on this 10th day of June 2026.

**NEONC TECHNOLOGIES HOLDINGS, INC.**

By: /s/ Amir Heshmatpour

Name: Amir Heshmatpour

Title: Chief Executive Officer

NEONC TECHNOLOGIES HOLDINGS, INC.  
CONVERSION NOTICE

Reference is made to the Certificate of Designation, Preferences and Rights of the Series A Convertible Preferred Stock of NeOnc Technologies Holdings, Inc. (the "Certificate of Designation"). In accordance with and pursuant to the Certificate of Designation, the undersigned hereby elects to convert the number of shares of Series A Convertible Preferred Stock, \$0.0001 par value per share (the "Series A"), of NeOnc Technologies Holdings, Inc., a Delaware corporation (the "Corporation"), indicated below into shares of common stock, \$0.0001 par value per share (the "Common Stock"), of the Corporation, as of the date specified below.

Date of Conversion: \_\_\_\_\_

Aggregate number of Series A to be converted \_\_\_\_\_

Aggregate Stated Value of such Series A to be converted: \_\_\_\_\_

AGGREGATE CONVERSION AMOUNT TO BE CONVERTED: \_\_\_\_\_

Please confirm the following information: \_\_\_\_\_

Conversion Price: \_\_\_\_\_

Number of shares of Common Stock to be issued: \_\_\_\_\_

Please issue the Common Stock into which the applicable Series A are being converted to Holder, or for its benefit, as follows:

Check here if requesting delivery as a certificate to the following name and to the following address:

Issue to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Check here if requesting delivery by Deposit/Withdrawal at Custodian

as follows:

DTC Participant:

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Date: \_\_\_\_\_,

\_\_\_\_\_  
Name of Registered Holder

By: \_\_\_\_\_

Name:

Title:

Tax ID: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-mail Address:

**ACKNOWLEDGMENT**

The Corporation hereby acknowledges this Conversion Notice and hereby directs \_\_\_\_\_ to issue the above indicated number of shares of Common Stock in accordance with the Transfer Agent Instructions dated \_\_\_\_\_, 20\_\_ from the Corporation and acknowledged and agreed to by \_\_\_\_\_.

**NEONC TECHNOLOGIES HOLDINGS, INC.**

By: \_\_\_\_\_

Name:

Title:

**SECURITIES PURCHASE AGREEMENT**

THIS SECURITIES PURCHASE AGREEMENT (this “Agreement”), dated as of June 10, 2026, is entered into by and between NeOnc Technologies Holdings, Inc., a Delaware corporation (the “Company”), and the investors listed on Exhibit A attached to this Agreement (each an “Investor”, and together the “Investors”).

WHEREAS, subject to the terms and conditions set forth in this Agreement and pursuant to an exemption from the registration requirements of Section 5 of the Securities Act of 1933, as amended (the “Securities Act”), contained in Section 4(a)(2) thereof and/or Rule 506(b) of Regulation D thereunder, the Company desires to issue and sell to each Investor, and each Investor, severally and not jointly, desires to purchase from the Company, securities of the Company as more fully described in this Agreement;

WHEREAS, the Company has authorized a new series of convertible preferred stock of the Company designated as Series A Convertible Preferred Stock, par value \$0.0001 per share (together with any convertible preferred shares issued in replacement thereof in accordance with the terms thereof, the “Series A Preferred Stock”), the terms of which are set forth in the Series A COD (as defined below) in substantially the form attached hereto as Exhibit A, the shares issuable upon exercise of the Series A Preferred Stock, the “Conversion Shares”, and each together with the Series A Preferred Stock, the “Securities”);

WHEREAS, the Company desires to sell up to \$5,000,000 of its Series A Preferred Stock (up to 6,000 shares of its Series A Preferred Stock at a purchase price of \$833.34 per share) to the Investors upon the terms and subject to the conditions contained in this Agreement; and

WHEREAS, each Investor desires to purchase, and the Company desires to sell, upon the terms and conditions set forth herein, such number of shares of Series A Preferred Stock as specified below such Investor’s name on the signature page of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto hereby agree as follows:

1. Sale and Issuance of the Series A Preferred Stock.

(a) The Company shall have adopted and filed with the Secretary of State of the State of Delaware on or before the Closing (as defined below) the Certificate of Designations, Preferences and Rights of the Series A Convertible Preferred Stock of NeOnc Technologies Holdings, Inc., in substantially the form of Exhibit B attached to this Agreement (the “**Series A COD**”).

(b) Subject to the terms and conditions of this Agreement, each Investor agrees, severally and not jointly, to purchase at the Closing (as defined below), and the Company agrees to sell and issue to such Investor at such Closing, such number of shares of Series A Preferred Stock as specified below such Investor’s name on the signature page of this Agreement.

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2. Closing of Sale of the Series A Preferred Stock.

(a) The purchase, sale and issuance of the Series A Preferred Stock shall take place at a closing (the "Closing") which shall take place remotely via the exchange of documents and signatures simultaneously with the execution hereof.

(b) At the Closing, each Investor shall deliver to the Company (i) an executed signature page to this Agreement, completed and executed by such Investor, and (ii) payment by wire transfer for the aggregate purchase price of the shares of Series A Preferred Stock to be purchased by such Investor. The wire transfer instructions are as follows:

Bank: [ \_\_\_\_\_ ]  
Bank Address: [ \_\_\_\_\_ ]  
ABA: [ \_\_\_\_\_ ]  
SWIFT (International Wires Only): [ \_\_\_\_\_ ]  
Bank Account Name: [ \_\_\_\_\_ ]  
Bank Account Address: [ \_\_\_\_\_ ]  
Bank Account Number: [ \_\_\_\_\_ ]  
For Further Credit To: [ \_\_\_\_\_ ]

(c) As of the date of the Closing, the Company shall issue and deliver to each Investor (i) an executed signature page to this Agreement, completed and executed by the Company, and (ii) evidence of electronic transfer of the shares of Series A Preferred Stock purchased by such Investor.

3. Representations and Warranties of the Company to the Investors. The Company hereby represents and warrants to each Investor as follows:

(a) Organization, Good Standing and Qualification. The Company and each of its wholly-owned subsidiaries (the "Subsidiaries") has been duly incorporated, organized or formed and validly exists as a corporation or limited liability company in good standing under the laws of the state of its incorporation, organization or formation. The Company and each of its Subsidiaries has all requisite power and authority to carry on its business as it is currently being conducted and to own, lease and operate its properties. The Company and each of its Subsidiaries is duly qualified to do business and is in good standing as a foreign corporation, partnership or limited liability company in each jurisdiction in which the character or location of its properties (owned, leased or licensed) or the nature or conduct of its business makes such qualification necessary, except, in each case, for those failures to be so qualified or in good standing which (individually and in the aggregate) would not reasonably be expected to result in a material adverse change to (A) the business, condition (financial or otherwise), results of operations, shareholders' equity, properties or prospects of the Company or any of its Subsidiaries (as hereinafter defined), taken as a whole; or (B) the ability of the Company to perform its obligations under this Agreement or consummation of any of the other transactions contemplated by this Agreement (a "Material Adverse Effect").

(b) Authorization of this Agreement. The execution, delivery and performance by the Company of this Agreement and of the transactions contemplated hereby and thereby have been duly authorized by all requisite action on the part of the Company. This Agreement has been duly executed and delivered by the Company and constitutes a valid and binding obligation of the Company, enforceable in accordance with its respective terms except as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, and other laws of general application affecting enforcement of creditors' rights generally, and as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies.

(c) Governmental Consents. All consents, approvals, orders or authorizations of, or registrations, qualifications, designations, declarations or filings with, any governmental authority required on the part of the Company in connection with the execution of this Agreement and the issuance of the Securities has been obtained.

(d) Compliance with Laws. To its knowledge, the Company, its directors and officers are not in violation of any applicable statute, rule, regulation, order or restriction of any domestic or foreign government or any instrumentality or agency thereof with respect to the conduct of its business or the ownership of its assets, the violation of which would materially and adversely affect the business, assets, liabilities, financial condition or operations of the Company.

(e) Compliance with Other Instruments. The Company is not in violation or default of any term of its Amended and Restated Certificate of Incorporation or Amended and Restated Bylaws, as amended from time to time, or of any provision of any mortgage, indenture or contract to which it is a party and by which it is bound or of any judgment, decree, order or writ, other than such violation(s) that would not have a material adverse effect on the Company. The execution, delivery and performance of this Agreement will not result in any such violation or be in conflict with, or constitute, with or without the passage of time and giving of notice, either a default under any such provision, instrument, judgment, decree, order or writ or an event that results in the creation of any lien, charge or encumbrance upon any assets of the Company or the suspension, revocation, impairment, forfeiture, or nonrenewal of any material permit, license, authorization or approval applicable to the Company, its business or operations or any of its assets or properties.

(f) Issuance of the Series A Preferred Stock. The Series A Preferred Stock and the Conversion Shares are duly authorized and, when issued and paid for in accordance with the applicable provisions herein, will be duly and validly issued, fully paid and nonassessable, free and clear of all liens imposed by the Company.

(g) Capitalization. The capitalization of the Company is as set forth in its SEC Reports, as that term is defined below. The Company has not issued any capital stock since its most recently filed periodic report under the Securities Exchange Act of 1934, as amended (the "Exchange Act") other than as set forth in its SEC filings, pursuant to the exercise of awards under the Company's equity incentive plans, the issuance of shares of Common Stock pursuant to the Company's incentive plans, the issuance of shares of Common Stock or Common Stock Equivalents pursuant to agreements outstanding as of the date of the most recently filed periodic report under the Exchange Act. No person has any right of first refusal, preemptive right, right of participation, or any similar right to participate in the transactions contemplated by this Agreement. Except as set forth in its SEC Reports, there are no outstanding options, warrants, scrip rights to subscribe to, calls or commitments of any character whatsoever relating to, or securities, rights or obligations convertible into or exercisable or exchangeable for, or giving any Person any right to subscribe for or acquire, any shares of Common Stock or the capital stock of any Subsidiary, or contracts, commitments, understandings or arrangements by which the Company or any Subsidiary is or may become bound to issue additional shares of Common Stock or common stock equivalents or capital stock of any Subsidiary. The issuance and sale of the Securities will not obligate the Company or any Subsidiary to issue shares of Common Stock or other securities to any person (other than the Investors) and will not result in a right of any holder of Company securities to adjust the exercise, conversion, exchange or reset price under any of such securities. There are no outstanding securities or instruments of the Company or any Subsidiary that contain any redemption or similar provisions, and there are no contracts, commitments, understandings or arrangements by which the Company or any Subsidiary is or may become bound to redeem a security of the Company or such Subsidiary. The Company does not have any stock appreciation rights or "phantom stock" plans or agreements or any similar plan or agreement. All of the outstanding shares of capital stock of the Company are duly authorized, validly issued, fully paid and nonassessable, have been issued in compliance with all federal and state securities laws, and none of such outstanding shares was issued in violation of any preemptive rights or similar rights to subscribe for or purchase securities.

(h) SEC Reports; Financial Statements. Since March 25, 2025, the Company has filed all reports, schedules, forms, statements and other documents required to be filed by the Company under the Securities Act of 1933, as amended (the “Securities Act”) and the Exchange Act (the foregoing materials, including the exhibits thereto and documents incorporated by reference therein, being collectively referred to herein as the “SEC Reports”). As of their respective dates, the Company believes that the SEC Reports complied in all material respects with the requirements of the Securities Act and the Exchange Act, as applicable, and that none of the SEC Reports, when filed, contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. The financial statements of the Company included in the SEC Reports comply in all material respects with applicable accounting requirements and the rules and regulations of the SEC with respect thereto as in effect at the time of filing. Such financial statements have been prepared in accordance with United States generally accepted accounting principles applied on a consistent basis during the periods involved (“GAAP”), except as may be otherwise specified in such financial statements or the notes thereto and except that unaudited financial statements may not contain all footnotes required by GAAP, and fairly present in all material respects the financial position of the Company and its consolidated Subsidiaries as of and for the dates thereof and the results of operations and cash flows for the periods then ended, subject, in the case of unaudited statements, to normal, immaterial, year-end audit adjustments.

(i) Material Changes; Undisclosed Events, Liabilities or Developments. Other than as set forth in its SEC Reports, since the date of the latest audited financial statements included within the SEC Reports, except as specifically disclosed in a subsequent SEC Report filed prior to the date hereof, to the best of the Company’s knowledge (i) there has been no event, occurrence or development that has had or that could reasonably be expected to result in a Material Adverse Effect, (ii) the Company has not incurred any liabilities (contingent or otherwise) other than (A) trade payables and accrued expenses incurred in the ordinary course of business consistent with past practice, and (B) liabilities not required to be reflected in the Company’s financial statements pursuant to GAAP or disclosed in filings made with the SEC, (iii) the Company has not altered its method of accounting, and (iv) the Company has not declared or made any dividend or distribution of cash or other property to its shareholders or purchased, redeemed or made any agreements to purchase or redeem any shares of its capital stock.

(j) Litigation. Except as set forth in its SEC Reports, there is no action, suit, notice of violation, proceeding or investigation, inquiry or other similar Proceeding of any federal or state governmental authority pending or, to the knowledge of the Company, threatened against or affecting the Company, any Subsidiary or any of their respective properties before or by any court, arbitrator, governmental or administrative agency or regulatory authority (federal, state, county, local or foreign) (collectively, an “Action”) which (i) adversely affects or challenges the legality, validity or enforceability of this Agreement or the issuance of the Securities or (ii) could, if there were an unfavorable decision, have or reasonably be expected to result in a Material Adverse Effect. Neither the Company nor any Subsidiary, nor to the Company’s knowledge any director or officer thereof, is or has been the subject of any Action involving the Company and a claim of violation of or liability under federal or state securities Laws or a claim of breach of fiduciary duty. There has not been, and to the knowledge of the Company, there is not pending or contemplated, any investigation by the SEC involving the Company or any current or former director or officer of the Company. To the knowledge of the Company, the SEC has not issued any stop order or other order suspending the effectiveness of any registration statement filed by the Company or any Subsidiary under the Exchange Act or the Securities Act.

(k) Compliance. Except as set forth in its SEC Reports, neither the Company nor any Subsidiary: (i) is in default under or in violation of (and no event has occurred that has not been waived that, with notice or lapse of time or both, would result in a default by the Company or any Subsidiary under), nor has the Company or any Subsidiary received notice of a claim that it is in default under or that it is in violation of, any indenture, loan or credit agreement or any other agreement or instrument to which it is a party or by which it or any of its properties is bound (whether or not such default or violation has been waived), (ii) is in violation of any judgment, decree or order of any court, arbitrator or other governmental authority or (iii) is or has been in violation of any statute, rule, ordinance or regulation of any governmental authority, including without limitation all foreign, federal, state and local Laws and regulations relating to taxes, securities, environmental protection, occupational health and safety, product quality and safety, and employment and labor matters, except in each case as could not have or reasonably be expected to result in a Material Adverse Effect.

(l) Intellectual Property.

(i) Except as set forth in its SEC Reports, the Company owns or possesses or has the right to use pursuant to a valid and enforceable written license, sublicense, agreement, or permission all Intellectual Property necessary for the operation of the business of the Company as presently conducted, except in each case as could not have or reasonably be expected to result in a Material Adverse Effect. As used in this Section 3(l), "Intellectual Property" means the following: (A) patent and patent rights; (B) trademarks; (C) copyrights, designs, data and database rights and registrations and applications for registration thereof; (D) inventions, invention disclosures, statutory invention registrations, trade secrets and confidential business information, know-how, scientific and technical information, data and technology, manufacturing and product processes, algorithms, techniques and analytical methodology, and research and development information, whether patentable or nonpatentable, whether copyrightable or noncopyrightable and whether or not reduced to practice; and (E) other proprietary rights relating to any of the foregoing.

(ii) The Company has no knowledge that the Intellectual Property interferes with, infringe upon, misappropriate, or otherwise come into conflict with, any Intellectual Property rights of third parties, and the Company has no knowledge that facts exist which indicate a likelihood of the foregoing. The Company has not received any charge, complaint, claim, demand, or notice alleging any such interference, infringement, misappropriation, or conflict (including any claim that the Company must license or refrain from using any Intellectual Property rights of any third party). To the knowledge of the Company, no third party has interfered with, infringed upon, misappropriated, or otherwise come into conflict with, any Intellectual Property rights of the Company, except in each case as could not have or reasonably be expected to result in a Material Adverse Effect

(m) Listing and Maintenance Requirements. The Company has not received notice from Nasdaq Global Market ("Nasdaq") to the effect that the Company is not in compliance with the listing or maintenance requirements of Nasdaq. The Company is, and has no reason to believe that it will not in the foreseeable future continue to be, in material compliance with all such listing and maintenance requirements. The Common Stock is currently eligible for electronic transfer through the Depository Trust Company ("DTC") or another established clearing corporation and the Company is current in payment of the fees to the DTC (or such other established clearing corporation) in connection with such electronic transfer. The Company is not subject to any "chill" issued by the DTC.

(n) Offering. Assuming the accuracy of the representations and warranties of the Investors set forth herein, the offer, issue, and sale of the Series A Preferred Stock is exempt from the registration and prospectus delivery requirements of the Securities Act, and 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.

(o) Knowledge. As used herein, the term “knowledge of the Company” (or similar language) shall mean the actual knowledge of the executive officers or outside counsel of the Company.

(p) Disclosed Information. The Company represents and warrants to Investor that the information the Company disclosed to Investor leading up to this Agreement is not material, non-public information pertaining to an issuer whose shares are traded freely on a stock exchange or obtained in breach of a duty of trust or confidence under Section 10(b) of the Securities Exchange Act of 1934, Rule 10b-5 thereunder or the STOCK Act and will not restrict trading of the Company by Investor in any manner.

(q) No Disqualification Events. With respect to the Securities to be offered and sold hereunder in reliance on Rule 506(b) under the Securities Act, none of the Company, any of its predecessors, any affiliated issuer, any director, executive officer, other officer of the Company participating in the offering hereunder, any beneficial owner of 20% or more of the Company’s outstanding voting equity securities, calculated on the basis of voting power, nor any promoter (as that term is defined in Rule 405 under the Securities Act) connected with the Company in any capacity at the time of sale, nor any Person, including a placement agent, who will receive a commission or fees for soliciting purchasers (each, an “**Issuer Covered Person**” and, together, “**Issuer Covered Persons**”) is subject to any of the “Bad Actor” disqualifications described in Rule 506(d)(1)(i) to (viii) under the Securities Act (a “**Disqualification Event**”), except for a Disqualification Event covered by Rule 506(d)(2) or (d)(3). The Company has exercised reasonable care to determine whether any Issuer Covered Person is subject to a Disqualification Event. The Company has complied, to the extent applicable, with its disclosure obligations under Rule 506(e), and has furnished to the Investors a copy of any disclosures provided thereunder.

4. Representations and Warranties of the Investors to the Company. Each Investor, severally and not jointly, represents and warrants to the Company as follows:

(a) The Investor is purchasing the Securities for investment for the account of the Investor and not for the account of any other person, and not with a view toward resale or other distribution thereof. The Investor understands that the Securities being purchased by the Investor have not been registered under the Securities Act or applicable state securities laws and, therefore, cannot be resold unless they are subsequently registered under the Securities Act and applicable state securities laws or unless an exemption from such registration is available. The Investor further understands and agrees that, until so registered or transferred pursuant to the provisions of Rule 144 under the Securities Act, that any stock certificate or, in the case of uncertificated securities, any notice of issuance, for the Series A Preferred Stock and the Conversion Shares may bear the following legend:

“THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “ACT”), AND ARE “RESTRICTED SECURITIES” AS DEFINED IN RULE 144 PROMULGATED UNDER THE ACT. THE SECURITIES MAY NOT BE SOLD OR OFFERED FOR SALE OR OTHERWISE DISTRIBUTED EXCEPT (I) IN CONJUNCTION WITH AN EFFECTIVE REGISTRATION STATEMENT FOR SUCH SECURITIES UNDER THE ACT, (II) IN COMPLIANCE WITH RULE 144, OR (III) PURSUANT TO AN OPINION OF COUNSEL, SATISFACTORY TO THE COMPANY, THAT SUCH REGISTRATION OR COMPLIANCE IS NOT REQUIRED AS TO SAID SALE, OFFER OR DISTRIBUTION.”

(b) The Investor is an “accredited investor” (as defined in Rule 501 of Regulation D) under the Securities Act. The Investor or the Investor’s representative, during the course of this transaction and prior to the purchase of the Securities by the Investor hereunder, has had the opportunity to ask questions of and receive answers from representatives of the Company concerning the terms and conditions of the offering of the Securities, and to obtain any additional information or documents relating to the Company, its business and an investment in the Company necessary to verify the accuracy of information provided by the Company relating to the business of the Company. The Investor is not subject to any Disqualification Event, except for a Disqualification Event covered by Rule 506(d)(2) or (d)(3).

(c) The Investor or the Investor’s representative is capable of evaluating the merits and risks of the purchase of the Securities. The Investor has the capacity to protect his own interests in connection with the purchase of the Securities by reason of the Investor’s preexisting personal or business relationship with the Company or its partners, officers, directors or controlling persons, or by reason of the Investor’s business or financial experience or the business or financial experience of his representative (who is unaffiliated with and who is not compensated by the Company or any affiliate, directly or indirectly).

#### 5. Closing Conditions.

(a) Conditions to Obligations of the Investors. It shall be a condition precedent to the obligations of each Investor hereunder to be performed at any Closing that:

(i) All representations and warranties of the Company shall be accurate, correct and complete on the date of such Closing.

(ii) The Investor shall have received evidence of electronic transfer of the shares of Series A Preferred Stock purchased by the Investor, registered in the name of the Investor.

(b) Conditions to Obligations of the Company. It shall be a condition precedent to the obligations of the Company hereunder to be performed at any Closing that:

(i) All representations and warranties of the Investors shall be accurate, correct and complete on the date of such Closing.

(ii) The Company shall have received the wire transfer described in Section 2 hereof in consideration of the issuance of the Series A Preferred Stock.

## 6. Registration of the Conversion Shares.

### 6.1 Registration Procedures and Expenses. The Company shall:

(a) As soon as practicable after the earlier to occur of (i) occurrence of the Triggering Event (as that term is defined in the Series A COD) or (ii) the Redemption Notice Date, but in no event later than 10 days after the date of the Triggering Event or Redemption Notice Date (the Filing Deadline), the Company shall prepare and file with the SEC a registration statement on Form S-1 (or Form S-3 if available) relating to the resale of the Conversion Shares by the Investors from time to time on the Nasdaq, or the facilities of any national securities exchange on which the Common Stock is then traded or in privately-negotiated transactions (the "Resale Registration Statement"). The Resale Registration Statement shall contain substantially the "Plan of Distribution" attached hereto as Annex A and substantially the "Selling Stockholder" section attached hereto as Annex B; provided, however, that no Investor shall be required to be named as an "underwriter" without such Investor's express prior written consent.

(b) Promptly prepare and file with the SEC such amendments and supplements to the Resale Registration Statement and the prospectus used in connection therewith as may be necessary to keep the Resale Registration Statement effective until the earliest of (i) such time as all of the Conversion Shares have been sold pursuant to the Resale Registration Statement, or (iii) such time as the Shares and the Conversion Shares become eligible for resale without any volume limitations or other restrictions pursuant to Rule 144 under the Securities Act without the requirement to be in compliance with Rule 144(c)(1).

(c) Notwithstanding anything express or implied in this Agreement to the contrary, in the event that the SEC for any reason limits the number of Conversion Shares that may be included and sold by the Investors in the Resale Registration Statement, the Company shall: (i) reduce the number of Shares and Conversion Shares included in the Resale Registration Statement on behalf of the Investors in whole or in part (such excluded Conversion Shares, the "Reduction Securities"), (ii) give the Investors prompt notice of the number of such Reduction Securities excluded in connection with the exclusion of such Reduction Securities arising from any interactions between the Company and the SEC with respect to the number of Conversion Shares that may be included and sold by the Investors in the Resale Registration Statement, and (iii) use its commercially reasonable efforts at the first opportunity that is permitted by the SEC to register for resale the Reduction Securities (or such portion thereof as the SEC will allow to be registered for resale at such time) pursuant to a new registration statement covering the resale of the Reduction Securities (or such portion thereof as the SEC will allow to be registered for resale at such time) for an offering to be made on a continuous basis pursuant to Rule 415 and shall file such new registration statement with the SEC within thirty (30) calendar days following (x) the date that the SEC would allow or permit such additional registration statement to be filed or (y) the date on which the Company first learned the date that the SEC would allow or permit such additional registration statement to be filed, whichever of (x) or (y) is the later date.

(d) Furnish to the Investors with respect to the Conversion Shares registered under the Resale Registration Statement (and to each underwriter, if any, of such Conversion Shares) such number of copies of prospectuses and such other documents as the Investors may reasonably request, in order to facilitate the public sale or other disposition of all or any of the Shares and Conversion Shares by the Investors.

(e) File documents required of the Company for normal Blue Sky clearance in states specified in writing by the Investor; provided, however, that the Company shall not be required to qualify to do business or consent to service of process in any jurisdiction in which it is not now so qualified or has not so consented.

(f) Bear all expenses in connection with the procedures in paragraphs (a) through (f) of this Section 6.1 and the registration of the Conversion Shares on behalf of the Investors pursuant to the Resale Registration Statement, other than fees and expenses, if any, of counsel or other advisers to the Investor or underwriting discounts, brokerage fees and SECs incurred by the Investors, if any in connection with the offering of the Conversion Shares on behalf of the Investors pursuant to the Resale Registration Statement.

(g) If the Resale Registration Statement required to be filed by the Company pursuant to this Agreement is not filed with the SEC on or before the applicable Filing Deadline (a "Filing Failure") then, as partial relief for the damages to any holder by reason of any such delay (which remedy shall not be exclusive of any other remedies available at law or in equity), the Company shall pay to each holder of Conversion Shares relating to such Resale Registration Statement an amount in cash equal to two percent (2.0%) of the aggregate purchase price of such Investor's Series A Preferred Stock further to the Securities Purchase Agreement on each Trading Day after a Filing Failure up to a maximum of 50% until such Filing Failure is cured; provided that for purposes of this sentence only, "Trading Day" shall include only Trading Days on which the SEC's EDGAR system accepts filings. The payments to which a holder shall be entitled pursuant to this Section 6.1(h) are referred to herein as "Registration Delay Payments." Registration Delay Payments shall be paid on the first Business Day after the dates set forth above. In the event the Company fails to make Registration Delay Payments in a timely manner, such Registration Delay Payments shall bear interest at the rate of one and one-half percent (1.5%) per month (prorated for partial months) until paid in full.

#### 6.2 Indemnification. For the purposes of this Section 6.2:

(a) For the purpose of this Section 6.2: (i) the term "Investor/Affiliate" shall mean any affiliate of an Investor, including a transferee who is an affiliate of such Investor, and any person who controls such Investor or any affiliate of such Investor within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act; and (ii) the term "Resale Registration Statement" shall include any preliminary prospectus, final prospectus, free writing prospectus, exhibit, supplement or amendment included in or relating to, and any document incorporated by reference in, the Resale Registration Statement referred to in Section 6.1.

(b) The Company agrees to indemnify and hold harmless each Investor and each Investor/Affiliate, against any losses, claims, damages, liabilities or expenses, joint or several, to which each Investor or Investor/Affiliates may become subject, under the Securities Act, the Exchange Act, or any other federal or state statutory law or regulation, or at common law or otherwise (including in settlement of any litigation, if such settlement is effected with the written consent of the Company), insofar as such losses, claims, damages, liabilities or expenses (or actions in respect thereof as contemplated below) (i) arise out of or are based upon any untrue statement or alleged untrue statement of any material fact contained in (1) the Resale Registration Statement, including the Prospectus, financial statements and schedules, and all other documents filed as a part thereof, as amended at the time of effectiveness of the Resale Registration Statement, including any information deemed to be a part thereof as of the time of effectiveness pursuant to paragraph (b) of Rule 430A, or pursuant to Rules 430B, 430C or 434, of the Rules and Regulations, or (2) the Prospectus, in the form first filed with the SEC pursuant to Rule 424(b) of the Regulations, or filed as part of the Resale Registration Statement at the time of effectiveness if no Rule 424(b) filing is required or any amendment or supplement thereto; (ii) arise out of or are based upon the omission or alleged omission to state in any of them a material fact required to be stated therein or necessary to make the statements in the Resale Registration Statement or any amendment or supplement thereto not misleading or in the Prospectus or any amendment or supplement thereto not misleading in light of the circumstances under which they were made; or (iii) arise out of or are based in whole or in part on any inaccuracy in the representations or warranties of the Company contained in this Agreement, or any failure of the Company to perform its obligations hereunder or under law, and

will promptly reimburse each Investor and each Investor/Affiliate for any legal and other expenses as such expenses are reasonably incurred by such Investor or such Investor/Affiliate in connection with investigating, defending or preparing to defend, settling, compromising or paying any such loss, claim, damage, liability, expense or action; provided, however, that the Company will not be liable for amounts paid in settlement of any such loss, claim, damage, liability or action if such settlement is effected without the consent of the Company, which consent shall not be unreasonably withheld, and the Company will not be liable in any such case to the extent that any such loss, claim, damage, liability or expense arises out of or is based upon (A) an untrue statement or alleged untrue statement or omission or alleged omission made in the Resale Registration Statement, the Prospectus or any amendment or supplement thereto in reliance upon and in conformity with written information furnished to the Company by or on behalf of such Investor expressly for use therein; (B) the inaccuracy of any representation or warranty made by the Investor herein; or (C) any statement or omission in any Prospectus that is corrected in any subsequent Prospectus that was delivered to such Investor prior to the pertinent sale or sales by such Investor.

(c) Each Investor, severally and not jointly, will indemnify and hold harmless the Company, each of its directors, each of its officers who signed the Resale Registration Statement and each person, if any, who controls the Company within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act, against any losses, claims, damages, liabilities or expenses to which the Company, each of its directors, each of its officers who signed the Resale Registration Statement or controlling person may become subject, under the Securities Act, the Exchange Act, or any other federal or state statutory law or regulation, or at common law or otherwise (including in settlement of any litigation, but only if such settlement is effected with the written consent of such Investor) insofar as such losses, claims, damages, liabilities or expenses (or actions in respect thereof as contemplated below) arise out of or are based upon (i) the inaccuracy of any representation or warranty made by such Investor herein; or (ii) any untrue or alleged untrue statement of any material fact contained in the Resale Registration Statement, the Prospectus, or any amendment or supplement thereto, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements in the Resale Registration Statement or any amendment or supplement thereto not misleading or in the Prospectus or any amendment or supplement thereto not misleading in the light of the circumstances under which they were made, in each case under this clause (ii) to the extent, but only to the extent, that such untrue statement or alleged untrue statement or omission or alleged omission was made in the Resale Registration Statement, the Prospectus, or any amendment or supplement thereto, in reliance upon and in conformity with written information furnished to the Company by or on behalf of such Investor expressly for use therein; and will reimburse the Company, each of its directors, each of its officers who signed the Resale Registration Statement or controlling person for any legal and other expense reasonably incurred by the Company, each of its directors, each of its officers who signed the Resale Registration Statement or controlling person in connection with investigating, defending, settling, compromising or paying any such loss, claim, damage, liability, expense or action; provided, however, that such Investor's aggregate liability under this Section 6 shall not exceed the amount of net proceeds received by an Investor on the sale pursuant to the Resale Registration Statement of the Conversion Shares by such Investor.

(d) Promptly after receipt by an indemnified party under this Section 6.2 of notice of the threat or commencement of any action, such indemnified party will, if a claim in respect thereof is to be made against an indemnifying party under this Section 6.2 promptly notify the indemnifying party in writing thereof, but the omission to notify the indemnifying party will not relieve it from any liability that it may have to any indemnified party for contribution or otherwise under the indemnity agreement contained in this Section 6.2 to the extent it is not prejudiced as a result of such failure. In case any such action is brought against any indemnified party and such indemnified party seeks or intends to seek indemnity from an indemnifying party, the indemnifying party will be entitled to participate in, and, to the extent that it may wish, jointly with all other indemnifying parties similarly notified, to assume the defense thereof with counsel reasonably satisfactory to such indemnified party; provided, however, if the defendants in any such action include both the indemnified party, and the indemnifying party and the indemnified party shall have reasonably concluded, based on an opinion of counsel reasonably satisfactory to the indemnifying party, that there may be a conflict of interest between the positions of the indemnifying party and the indemnified party in conducting the defense of any such action or that there may be legal defenses available to it and/or other indemnified parties that are different from or additional to those available to the indemnifying party, the indemnified party or parties shall have the right to select separate counsel to assume such legal defenses and to otherwise participate in the defense of such action on behalf of such indemnified party or parties. Upon receipt of notice from the indemnifying party to such indemnified party of its election to assume the defense of such action and approval by the indemnified party of counsel, the indemnifying party will not be liable to such indemnified party under this Section 6.2 for any legal or other expenses subsequently incurred by such indemnified party in connection with the defense thereof unless (i) the indemnified party shall have employed such counsel in connection with the assumption of legal defenses in accordance with the proviso to the preceding sentence (it being understood, however, that the indemnifying party shall not be liable for the expenses of more than one separate counsel, reasonably satisfactory to such indemnifying party, representing all of the indemnified parties who are parties to such action) or (ii) the indemnifying party shall not have employed counsel reasonably satisfactory to the indemnified party to represent the indemnified party within a reasonable time after notice of commencement of action, in each of which cases the reasonable fees and expenses of counsel shall be at the expense of the indemnifying party. The indemnifying party shall not be liable for any settlement of any action without its written consent. In no event shall any indemnifying party be liable in respect of any amounts paid in settlement of any action unless the indemnifying party shall have approved in writing the terms of such settlement; provided that such consent shall not be unreasonably withheld. No indemnifying party shall, without the prior written consent of the indemnified party, effect any settlement of any pending or threatened proceeding in respect of which any indemnified party is or could have been a party and indemnification could have been sought hereunder by such indemnified party from all liability on claims that are the subject matter of such proceeding, unless such settlement (x) includes an unconditional release of such Indemnified Person, in form and substance reasonably satisfactory to such Indemnified Person, from all liability on claims that are the subject matter of such proceeding and (y) does not include any statement as to or any admission of fault, culpability or a failure to act by or on behalf of any Indemnified Person.

(e) If the indemnification provided for in this Section 6.2 is required by its terms but is for any reason held to be unavailable to or otherwise insufficient to hold harmless an indemnified party under paragraphs (a), (b) or (c) of this Section 6.2 in respect to any losses, claims, damages, liabilities or expenses referred to therein, then each applicable indemnifying party shall contribute to the amount paid or payable by such indemnified party as a result of any losses, claims, damages, liabilities or expenses referred to therein (i) in such proportion as is appropriate to reflect the relative benefits received by the Company and the Investors from the private placement of the Securities hereunder or (ii) if the allocation provided by clause (i) above is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) above but the relative fault of the Company and the Investors in connection with the statements or omissions or inaccuracies in the representations and warranties in this Agreement and/or the Resale Registration Statement that resulted in such losses, claims, damages, liabilities or expenses, as well as any other relevant equitable considerations. The relative benefits received by the Company on the one hand and the Investors on the other shall be deemed to be in the same proportion as the amount paid by the Investor to the

Company pursuant to this Agreement for the Conversion Shares that were sold pursuant to the Resale Registration Statement bears to the difference (the "Difference") between the amount the Investor paid for the Conversion Shares that were sold pursuant to the Resale Registration Statement and the amount received by the Investor from such sale. The relative fault of the Company on the one hand and the Investors on the other shall be determined by reference to, among other things, whether the untrue or alleged statement of a material fact or the omission or alleged omission to state a material fact or the inaccurate or the alleged inaccurate representation and/or warranty relates to information supplied by the Company or by the Investor and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The amount paid or payable by a party as a result of the losses, claims, damages, liabilities and expenses referred to above shall be deemed to include, subject to the limitations set forth in paragraph (c) of this Section 6.2, any legal or other fees or expenses reasonably incurred by such party in connection with investigating or defending any action or claim. The provisions set forth in paragraph (d) of this Section 6.2 with respect to the notice of the threat or commencement of any threat or action shall apply if a claim for contribution is to be made under this paragraph (e); provided, however, that no additional notice shall be required with respect to any threat or action for which notice has been given under paragraph (d) for purposes of indemnification. The Company and the Investor agree that it would not be just and equitable if contribution pursuant to this Section 4.2 were determined solely by pro rata allocation (even if the Investor were treated as one entity for such purpose) or by any other method of allocation which does not take account of the equitable considerations referred to in this paragraph. Notwithstanding the provisions of this Section 6.2, the Investor shall not be required to contribute any amount in excess of the amount by which the Difference exceeds the amount of any damages that the Investor has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. Each Investor's obligation to contribute pursuant to this Section 6.2 are several and not joint with other Investors' obligation to contribute pursuant to Section 6.2 of this Agreement.

7. Notice required prior to Series A COD. No later than 10 days prior to any date upon which the Company has the right to redeem shares of the Series A Preferred Stock, the Company shall provide written notice to the Investors of its intention to either elect an Extension, if an Extension is available at such date, or redeem the Series A Preferred Stock. The date that the Company provides notice of its intention to redeem the Series A Preferred stock is the "Redemption Notice Date".

#### 8. Miscellaneous.

a. Securities Laws Disclosure; Publicity. The Company shall, by 9:00 a.m., New York City time, on the second (2nd) business day immediately following the date of this Agreement (the "Disclosure Time"), issue a press release and/or file with the SEC a Current Report on Form 8-K (including, if applicable, all exhibits thereto, the "Disclosure Document") disclosing (i) all material terms of the transactions contemplated hereby and, if the Disclosure Document is a Current Report on Form 8-K, attaching this Agreement and the Warrants as exhibits to such Disclosure Document, and (ii) all material non-public information concerning the Company disclosed to the Investors. Following the issuance or filing of the Disclosure Document, no Investor shall be in possession of any material non-public information concerning the Company disclosed to the Investors by the Company or its representatives. In addition, upon the Disclosure Time, the Company acknowledges and agrees that any and all confidentiality or similar obligations under any agreement, whether written or oral, between the Company, any of its subsidiaries or any of their respective officers, directors, employees, affiliates or agents, including without limitation, any placement agent, on the one hand, and any of the Investors or any of their affiliates on the other hand, shall terminate and be of no further force or effect. The Company understands and confirms

that the Investors will rely on the foregoing representation in effecting securities transactions. In addition, unless it has already done so by filing the Disclosure Document, on or before the fourth (4th) business day following the date of this Agreement, the Company shall file with the SEC a Current Report on Form 8-K disclosing all material terms of the transactions contemplated by this Agreement. Notwithstanding anything in this Agreement to the contrary, the Company shall not publicly disclose the name of any Investor or any of its affiliates or advisors, or include the name of any Investor or any of its affiliates or advisors in any press release or filing with the SEC (other than any registration statement contemplated by the Registration Rights Agreement) or any regulatory agency, without the prior written consent of the Investor, except (i) as required by the federal securities law in connection with any registration statement contemplated by the Registration Rights Agreement or pursuant to other routine proceedings of regulatory authorities, or (ii) to the extent such disclosure is required by law, at the request of the staff of the SEC or regulatory agency or under the regulations of Nasdaq Global Market, in which case the disclosing party shall promptly provide the other party with prior notice of such public statement or communication.

b. Expenses. Each party hereto will pay its own expenses in connection with the transactions contemplated hereby, whether or not such transactions shall be consummated.

c. Waiver and Amendment. Any provision of this Agreement may be amended, waived or modified only by an instrument or writing signed by the Company and each Investor. Any amendment or waiver affected in accordance with this Section 7(b) shall be binding upon the Company, the Investors and each permitted transferee of the Securities.

d. Binding Effect. The rights and obligations of the Company and the Investors shall be binding upon and benefit the successors, assigns, heirs, administrator and transferees of the parties.

e. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, without regard to the principles of conflicts of law (whether Delaware or any other jurisdiction).

f. Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal E-SIGN Act of 2000, e.g., [www.docusign.com](http://www.docusign.com)) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

g. Titles and Subtitles. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

h. Notices. Except as otherwise expressly provided herein, any notice required or permitted hereunder shall be given in writing and it or any certificates or other documents delivered hereunder shall be deemed effectively given or delivered (as the case may be) upon personal delivery (professional courier permissible) by electronic mail or facsimile (with written confirmation of receipt) or when mailed by registered or certified United States mail, three (3) business days after deposit in the United States mail. Such certificates, documents or notice may be personally delivered or sent to the following address: (i) if to the Investor, to the address listed on the signature page hereto or to such other address which the Investor shall have given notice pursuant hereto to the Company, or, (ii) if to the Company, to NeOnc Technologies Holdings, Inc., 23975 Park Sorrento, Suite 205, Calabasas, CA 91302, Attention: President, or to such other address of which the Company shall have given notice pursuant hereto; and a copy (which shall not constitute notice) shall also be sent to Manatt, Phelps & Phillips LLP, 695 Town Center Drive, 14th Floor, Costa Mesa CA 92626, Attn: Thomas J. Poletti, Esq.

i. Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provision shall be excluded from this Agreement and the balance of this Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms.

j. Number and Gender. Whenever used herein, the singular number shall include the plural and the plural shall include the singular, and the use of any gender shall be applicable to all genders.

k. Entire Agreement. This Agreement constitutes the full and entire understanding and agreement among the parties with regard to the subjects hereof and thereof and supersede any prior agreements (including any memorandum of understanding, term sheet or letters of intent) between the parties regarding the subject matter hereof.

l. Attorneys' Fees. If any action at law or in equity (including arbitration) is necessary to enforce or interpret the terms of this Agreement the prevailing party shall be entitled to reasonable attorneys' fees, costs and disbursements in addition to any other relief to which such party may be entitled.

[Signature Page Follows]

IN WITNESS WHEREOF, the Company has executed this Securities Purchase Agreement as of the date first above written.

NEONC TECHNOLOGIES HOLDINGS, INC.

By: \_\_\_\_\_

Name: Amir Heshmatpour

Title: Chief Executive Officer

IN WITNESS WHEREOF, the undersigned Investor has executed this Securities Purchase Agreement as of the date first above written, hereby authorizes the Company to append this signature page to a counterpart of this Securities Purchase Agreement as evidence thereof, and hereby subscribes for the purchase of the Series A Preferred Stock (as defined in this Securities Purchase Agreement) in the amount specified below.

Number of shares of Series A Preferred Subscribed For:

Purchase price of Series A Preferred s Subscribed For: \$ (number of shares of Series A Preferred subscribed for multiplied by \$833.34)

Acknowledged and Accepted:

By: \_\_\_\_\_

Name:

Title:

Address:

Email:

**EXHIBIT A**

Schedule of Investors

Investor:

Total Purchase Price: \$

Number of shares of Series A Preferred Purchased:

Investor

Total Purchase Price: \$

Number of shares of Series A Preferred Purchased:

**EXHIBIT B**

Series A COD

### Plan of Distribution

We are registering the shares of common stock underlying shares of Series A Preferred Stock issued to the selling shareholder to permit the resale of these shares of common stock by the holders of the shares of Series A Preferred Stock from time to time after the date of this prospectus. We will not receive any of the proceeds from the sale by the selling shareholder of the shares of common stock. We will bear all fees and expenses incident to our obligation to register the shares of common stock.

The selling shareholder may sell all or a portion of the shares of common stock held by them and offered hereby from time to time directly or through one or more underwriters, broker-dealers or agents. If the shares of common stock are sold through underwriters or broker-dealers, the selling shareholder will be responsible for underwriting discounts or commissions or agent's commissions. The shares of common stock may be sold in one or more transactions at fixed prices, at prevailing market prices at the time of the sale, at varying prices determined at the time of sale or at negotiated prices. These sales may be effected in transactions, which may involve crosses or block transactions, pursuant to one or more of the following methods:

- on any national securities exchange or quotation service on which the securities may be listed or quoted at the time of sale;
- in the over-the-counter market;
- in transactions otherwise than on these exchanges or systems or in the over-the-counter market;
- through the writing or settlement of options, whether such options are listed on an options exchange or otherwise;
- ordinary brokerage transactions and transactions in which the broker-dealer solicits purchasers;
- block trades in which the broker-dealer will attempt to sell the shares as agent but may position and resell a portion of the block as principal to facilitate the transaction;
- purchases by a broker-dealer as principal and resale by the broker-dealer for its account;
- an exchange distribution in accordance with the rules of the applicable exchange;
- privately negotiated transactions;
- short sales made after the date the Registration Statement is declared effective by the SEC;
- broker-dealers may agree with a selling securityholder to sell a specified number of such shares at a stipulated price per share;
- a combination of any such methods of sale; and
- any other method permitted pursuant to applicable law.

The selling shareholder may also sell shares of common stock under Rule 144 promulgated under the Securities Act of 1933, as amended, if available, rather than under this prospectus. In addition, the selling shareholder may transfer the shares of common stock by other means not described in this prospectus. If the selling shareholder effects such transactions by selling shares of common stock to or through underwriters, broker-dealers or agents, such underwriters, broker-dealers or agents may receive commissions in the form of discounts, concessions or commissions from the selling shareholder or commissions from purchasers of the shares of common stock for whom they may act as agent or to whom they may sell as principal (which discounts, concessions or commissions as to particular underwriters, broker-dealers or agents may be in excess of those customary in the types of transactions involved). The selling shareholder may also loan or pledge shares of common stock to broker-dealers that in turn may sell such shares.

The selling shareholder may pledge or grant a security interest in some or all of the warrants or shares of common stock owned by it and, if the selling shareholder defaults in the performance of its secured obligations, the pledgees or secured parties may offer and sell the shares of common stock from time to time pursuant to this prospectus or any amendment to this prospectus under Rule 424(b)(3) or other applicable provision of the Securities Act amending, if necessary, the list of selling shareholders to include the pledgee, transferee or other successors in interest as selling shareholders under this prospectus. The selling shareholder also may transfer and donate the shares of common stock in other circumstances in which case the transferees, donees, pledgees or other successors in interest will be the selling beneficial owners for purposes of this prospectus.

To the extent required by the Securities Act and the rules and regulations thereunder, the selling shareholder and any broker-dealer participating in the distribution of the shares of common stock may be deemed to be “underwriters” within the meaning of the Securities Act, and any commission paid, or any discounts or concessions allowed to, any such broker-dealer may be deemed to be underwriting commissions or discounts under the Securities Act. At the time a particular offering of the shares of common stock is made, a prospectus supplement, if required, will be distributed, which will set forth the aggregate amount of shares of common stock being offered and the terms of the offering, including the name or names of any broker-dealers or agents, any discounts, commissions and other terms constituting compensation from the selling shareholder and any discounts, commissions or concessions allowed or re-allowed or paid to broker-dealers.

Under the securities laws of some states, the shares of common stock may be sold in such states only through registered or licensed brokers or dealers. In addition, in some states the shares of common stock may not be sold unless such shares have been registered or qualified for sale in such state or an exemption from registration or qualification is available and is complied with.

There can be no assurance that the selling shareholder will sell any or all of the shares of common stock registered pursuant to the registration statement, of which this prospectus forms a part.

The selling shareholder and any other person participating in such distribution will be subject to applicable provisions of the Securities Exchange Act of 1934, as amended, and the rules and regulations thereunder, including, without limitation, to the extent applicable, Regulation M of the Exchange Act, which may limit the timing of purchases and sales of any of the shares of common stock by the selling shareholder and any other participating person. To the extent applicable, Regulation M may also restrict the ability of any person engaged in the distribution of the shares of common stock to engage in market-making activities with respect to the shares of common stock. All of the foregoing may affect the marketability of the shares of common stock and the ability of any person or entity to engage in market-making activities with respect to the shares of common stock.

We will pay all expenses of the registration of the shares of common stock pursuant to the registration rights agreement, estimated to be \$[●] in total, including, without limitation, Securities and Exchange Commission filing fees and expenses of compliance with state securities or “blue sky” laws; provided, however, a selling shareholder will pay all underwriting discounts and selling commissions, if any. We will indemnify the selling shareholder against liabilities, including some liabilities under the Securities Act in accordance with the registration rights agreements or the selling shareholder will be entitled to contribution. We may be indemnified by the selling shareholder against civil liabilities, including liabilities under the Securities Act that may arise from any written information furnished to us by the selling shareholder specifically for use in this prospectus, in accordance with the related registration rights agreements or we may be entitled to contribution.

Once sold under the registration statement, of which this prospectus forms a part, the shares of common stock will be freely tradable in the hands of persons other than our affiliates.

**Selling Shareholder Notice and Questionnaire**

The undersigned beneficial owner of shares of Common Stock (the “Registrable Securities”) of NeOnc Technologies Holdings, Inc. (the “Company”), understands that the Company has filed or intends to file with the Securities and Exchange Commission (the “Commission”) a registration statement (the “Registration Statement”) for the registration and resale under Rule 415 of the Securities Act of 1933, as amended (the “Securities Act”), of the Registrable Securities, in accordance with the terms of the Registration Rights Agreement (the “Registration Rights Agreement”) to which this document is annexed. A copy of the Registration Rights Agreement is available from the Company upon request at the address set forth below. All capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Registration Rights Agreement.

Certain legal consequences arise from being named as a selling shareholder in the Registration Statement and the related prospectus. Accordingly, holders and beneficial owners of Registrable Securities are advised to consult their own securities law counsel regarding the consequences of being named or not being named as a selling shareholder in the Registration Statement and the related prospectus.

**NOTICE**

The undersigned beneficial owner (the “Selling Shareholder”) of Registrable Securities hereby elects to include the Registrable Securities owned by it in the Registration Statement.

The undersigned hereby provides the following information to the Company and represents and warrants that such information is accurate:

Annex B-1

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**QUESTIONNAIRE**

1. Name.

(a) Full Legal Name of Selling Shareholder

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(b) Full Legal Name of Registered Holder (if not the same as (a) above) through which Registrable Securities are held:

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(c) Full Legal Name of Natural Control Person (which means a natural person who directly or indirectly alone or with others has power to vote or dispose of the securities covered by this Questionnaire):

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2. Address for Notices to Selling Shareholder:

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Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Contact Person: \_\_\_\_\_

3. Broker-Dealer Status:

(a) Are you a broker-dealer?

Yes  No

(b) If “yes” to Section 3(a), did you receive your Registrable Securities as compensation for investment banking services to the Company?

Yes  No

Note: If “no” to Section 3(b), the Commission’s staff has indicated that you should be identified as an underwriter in the Registration Statement.

(c) Are you an affiliate of a broker-dealer?

Yes  No

(d) If you are an affiliate of a broker-dealer, do you certify that you purchased the Registrable Securities in the ordinary course of business, and at the time of the purchase of the Registrable Securities to be resold, you had no agreements or understandings, directly or indirectly, with any person to distribute the Registrable Securities?

Yes  No

Note: If “no” to Section 3(d), the Commission’s staff has indicated that you should be identified as an underwriter in the Registration Statement.

4. Beneficial Ownership of Securities of the Company Owned by the Selling Shareholder.

Except as set forth below in this Item 4, the undersigned is not the beneficial or registered owner of any securities of the Company other than the securities issuable pursuant to the Purchase Agreement.

(a) Type and Amount of other securities beneficially owned by the Selling Shareholder:

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5. Relationships with the Company:

Except as set forth below, neither the undersigned nor any of its affiliates, officers, directors or principal equity holders (owners of 5% of more of the equity securities of the undersigned) has held any position or office or has had any other material relationship with the Company (or its predecessors or affiliates) during the past three years.

State any exceptions here:

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The undersigned agrees to promptly notify the Company of any material inaccuracies or changes in the information provided herein that may occur subsequent to the date hereof at any time while the Registration Statement remains effective; provided, that the undersigned shall not be required to notify the Company of any changes to the number of securities held or owned by the undersigned or its affiliates.

By signing below, the undersigned consents to the disclosure of the information contained herein in its answers to Items 1 through 5 and the inclusion of such information in the Registration Statement and the related prospectus and any amendments or supplements thereto. The undersigned understands that such information will be relied upon by the Company in connection with the preparation or amendment of the Registration Statement and the related prospectus and any amendments or supplements thereto.

IN WITNESS WHEREOF the undersigned, by authority duly given, has caused this Notice and Questionnaire to be executed and delivered either in person or by its duly authorized agent.

Date: \_\_\_\_\_

Beneficial Owner: \_\_\_\_\_

By: \_\_\_\_\_

Name:

Title:

PLEASE EMAIL A .PDF COPY OF THE COMPLETED AND EXECUTED NOTICE AND QUESTIONNAIRE TO: ADRIANA BASS – abass@manatt.com