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, 2014

CAMP NINE, INC.

(Exact name of registrant as specified in its charter)

Nevada	**333-184881**	**45-5401931**
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)

546 Fifth Avenue, 14rd Floor New York, NY	**10036**
(Address of principal executive offices)	(Zip Code)

Registrant's telephone number, including area code **(212) 702-7163**

555 Sylvan Avenue, Suite 101, Englewood Cliffs, NJ 07632
(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))

Item 1.01 Entry into a Material Definitive Agreement.

On June 10, 2014, Camp Nine, Inc. (the "Company") completed a final closing of the sale of units pursuant to a Unit Purchase Agreement, dated June 10, 2014 (the "Purchase Agreement"), and Subscription Agreement, dated June 10, 2014 (the "Subscription Agreement"), among the Company and certain accredited investors named therein. The securities sold in the offering consisted of an aggregate of (i) 7,129,725 shares (the "Shares") of its common stock par value $0.001 per share (the "Common Stock"), (ii) Series A (the "Series A Warrants") warrants to purchase 7,129,725 shares of its Common Stock at an in exercise price of $1.50 per share, subject to adjustment, and (iii) Series B (the "Series B Warrants") warrants to purchase 3,564,862 shares of its Common Stock at an in exercise price of $2.25 per share, subject to adjustment. The Series A Warrants are exercisable for a period of 120 days from the date of issuance and the Series B Warrants are exercisable for a period of 5 years from the date of issuance. The Company received an aggregate of $10,694,588 in aggregate gross proceeds from the sale of securities under the Purchase Agreement.

As required by the Purchase Agreement, at the closing, the investors also became parties to a investor rights Agreement dated as of June 10, 2014 (the "Investor Rights Agreement") pursuant to which the Company will be required to file a registration statement registering with the United States Securities and Exchange Commission such Shares and the shares of Common Stock underlying the Series A Warrants and Series B Warrants (the "Warrant Shares"). If the registration statement is not filed or declared effective within the timeframe set forth in the Investor Rights Agreement, the Company is obligated to pay the investors an amount equal to of 1% of the total purchase price of the securities per month (up to a maximum of 6% in the aggregate) until such failure is cured. Officers and directors of the Company also entered into a lock-up agreements (the "Management Lockup Agreement") pursuant to which they agreed not to sell or otherwise transfer any shares of Common Stock or other securities of the Company owned by them until the date that is the earlier of (i) twelve (12) months from May 20, 2014 (the closing date of the reverse merger with Relmada Therapeutics, Inc.) or (ii) six (6) months following the effective date of the registration statement to be filed in connection with the entering into the Agreement with the purchasers. Further, the Company's Chief Executive Officer agreed not to sell or otherwise transfer any shares of the Company's Common Stock until three months after we up-list our common stock to a U.S. national stock exchange, such as, but not limited to, NASDAQ or NYSE MKT (the "CEO Lockup Agreement").

Laidlaw & Company (UK) Ltd. acted as placement agent with respect to the offering and received a cash fee of $1,069,458 (not including a 2% non-accountable fee for expenses) from the sale of securities and will be issued warrants to purchase 1,782,431 shares of Common Stock from the sale of securities to the investors at the closing.

A press release announcing the closing is filed herewith as Exhibit 99.1 and is incorporated herein by reference.

General Information

The foregoing is not a complete summary of the terms of the transactions contemplated by the Purchase Agreement and reference is made to the complete text of the Purchase Agreement, Subscription Agreement, Investor Rights Agreement, Form of Series A Warrant, Form of Series B Warrant, Form of Management Lock-Up Agreement, and CEO Lockup Agreement which are filed as Exhibits 10.1, 10.2, 10.3, 4.1, 4.2. 10.4 and 10.5, respectively.

The securities offered have not been registered under the Securities Act of 1933, as amended and may not be offered or sold in the United States absent registration or an applicable exemption from registration requirements. This Current Report on Form 8-K shall not constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of these securities in any state in which such offer, solicitation or sale would be unlawful prior to the registration or qualification under the securities laws of any such state.

Item 3.02 Unregistered Sales of Equity Securities.

The information contained in Item 1.01 above is incorporated herein by reference in response to this Item 3.02.

The Shares, Series A Warrants, and Series B Warrants described were offered and sold solely to "accredited investors" in reliance on the exemption from registration afforded by Rule 506 of Regulation D promulgated under Section 4(2) of the Securities Act. In connection with the sale of these securities, the Company relied on each investor's written representations that it was an "accredited investor" as defined in Rule 501(a) of Regulation D. In addition, neither the Company nor anyone acting on its behalf has offered or sold these securities by any form of general solicitation or general advertising.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Description
4.1	Form of Series A Warrant, dated June 10, 2014.
4.2	Form of Serie B Warrant, dated June 10, 2014.
10.1	Unit Purchase Agreement, dated June 10, 2014, by and among Camp Nine, Inc. and signatories thereto.
10.2	Subscription Agreement, dated June 10, 2014, by and among Camp Nine, Inc. and signatories thereto.
10.3	Form of Investor Rights Agreement, dated June 10, 2014, by and among Camp Nine, Inc. and signatories thereto.
10.4	Form of Management Lockup agreement (incorporated by reference to Exhibit 4.9 to Camp Nine, Inc.'s Report on Form 8-K filed with the SEC on May 27, 2014).
10.5	CEO Lockup Agreement (incorporated by reference to Exhibit 4.10 to Camp Nine, Inc.'s Report on Form 8-K filed with the SEC on May 27, 2014).
99.1	Press Release, dated June 16, 2014.

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.

Dated: June 16, 2014

CAMP NINE, INC.

By: /s/ Sergio Traversa
Name: Sergio Traversa
Title: Chief Executive Officer

Exhibit 4.1

FORM OF A WARRANT

EXHIBIT B-1

THIS WARRANT HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 AND MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED OR HYPOTHECATED IN THE ABSENCE OF A REGISTRATION STATEMENT IN EFFECT WITH RESPECT TO THE SECURITIES UNDER SUCH ACT OR SATISFACTORY ASSURANCES TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED WITH RESPECT TO SUCH SALE, OFFER, PLEDGE OR HYPOTHECATION.

WARRANT TO PURCHASE COMMON STOCK

of

Camp Nine, Inc.
Void after _____**, 2014**

This certifies that, for value received, _____, a _____, or its registered assigns ("Holder") is entitled, subject to the terms set forth below, to purchase from **Camp Nine, Inc.**(the "Company"), a Nevada corporation, _____ (_____) shares of the Common Stock of the Company (the "Shares"), upon surrender hereof, at the principal office of the Company referred to below and simultaneous payment therefor in lawful money of the United States or otherwise as hereinafter provided, at the Exercise Price as set forth in Section 2 below. This Warrant is issued pursuant to the Unit Purchase Agreement dated as of _____, 2014, among the Company and certain Purchasers named therein (the "Purchase Agreement"). The number, character and Exercise Price of such shares of Common Stock (the "Common Stock") are subject to adjustment as provided below. The term "Warrant" as used herein shall include this Warrant and any warrants delivered in substitution or exchange therefor as provided herein.

1. **Term of Warrant**. Subject to the terms and conditions set forth herein, this Warrant shall be exercisable, in whole or in part, during the term commencing _____**, 2014** (the "Warrant Issue Date"), and ending at 5:00 p.m., Eastern Time on _____**, 2014** (the 120th day after the date of issuance), and shall be void thereafter.

2. **Exercise Price**. The Exercise Price per share of Common Stock at which this Warrant may be exercised shall be equal to **$1.50** per share as adjusted from time to time pursuant to Section 10 below (the "Exercise Price").

3. **Exercise of Warrant**.

(a) The purchase rights represented by this Warrant are exercisable by the Holder in whole or in part at any time, or from time to time, by the surrender of this Warrant and the Notice of Exercise annexed hereto duly completed and executed on behalf of the Holder, at the office of the Company (or such other office or agency of the Company as it may designate by notice in writing to the Holder at the address of the Holder appearing on the books of the Company), upon payment (i) in cash or by check acceptable to the Company, (ii) by cancellation by the Holder of then outstanding indebtedness of the Company to the Holder, or (iii) by a combination of (i) and (ii), of the purchase price of the shares to be purchased. Notwithstanding anything herein to the contrary, the Holder shall not be required to physically surrender this Warrant to the Company until the Holder has purchased all of the Warrant Shares available hereunder and the Warrant has been exercised in full, in which case, the Holder shall surrender this Warrant to the Company for cancellation within 3 Trading Days of the date the final Notice of Exercise is delivered to the Company. Partial exercises of this Warrant resulting in purchases of a portion of the total number of Warrant Shares available hereunder shall have the effect of lowering the outstanding number of Warrant Shares purchasable hereunder in an amount equal to the applicable number of Warrant Shares purchased. The Holder and the Company shall maintain records showing the number of Warrant Shares purchased and the date of such purchases. In the event of any dispute or discrepancy, the records of the Company shall be controlling and determinative in the absence of manifest error. **The Holder and any assignee, by acceptance of this Warrant, acknowledge and agree that, by reason of the provisions of this paragraph, following the purchase of a portion of the Warrant Shares hereunder, the number of Warrant Shares available for purchase hereunder at any given time may be less than the amount stated on the face hereof.**

(b) This Warrant shall be deemed to have been exercised immediately prior to the close of business on the date of its surrender for exercise as provided above and payment of the Exercise Price, and the person entitled to receive the shares of Common Stock issuable upon such exercise shall be treated for all purposes as the holder of record of such shares as of the close of business on such date (the "Exercise Date"). As promptly as practicable on or after the Exercise Date, but in no event more than three (3) business days thereafter (the "Warrant Share Delivery Date"), the Company at its expense shall issue and deliver to the person or persons entitled to receive the same a certificate or certificates for the number of shares issuable upon such exercise; provided, however, , this provision shall require certificates for Shares purchased hereunder to be transmitted by the transfer agent of the Company to the Holder on the Exercise Date by crediting the account of the Holder's prime broker with the Depository Trust Company through its Deposit Withdrawal Agent Commission ("DWAC") system. In the event that this Warrant is exercised in part, the Company at its expense will execute and deliver a new Warrant of like tenor exercisable for the number of shares for which this Warrant may then be exercised.

(c) Certificates for shares purchased hereunder shall be transmitted by the Company's transfer agent (the "***Transfer Agent***") to the Holder by crediting the account of the Holder's prime broker with the Depository Trust Company through its Deposit Withdrawal Agent Commission ("***DWAC***") system if the Company is then a participant in such system and either (A) there is an effective registration statement permitting the resale of the Warrant Shares by the Holder or (B) the shares are eligible for resale without volume or manner-of-sale limitations pursuant to Rule 144, and otherwise by physical delivery of certificates to the address specified by the Holder in the Notice of Exercise within 4 Trading Days from the delivery to the Company of the Notice of Exercise Form, surrender of this Warrant (if required) and payment of the aggregate Exercise Price as set forth above (the "***Warrant Share Delivery Date***"). For the avoidance of doubt, in the absence of an effective registration statement permitting the resale of the Warrant Shares or the eligibility of the Warrant Shares for resale without volume or manner-of-sale limitations pursuant to Rule 144, the Warrant Shares issuable upon exercise of this Warrant may be issued as unregistered shares with a customary Rule 144 restrictive legend. This Warrant shall be deemed to have been exercised on the date the Exercise Price is received by the Company. The Warrant Shares shall be deemed to have been issued, and Holder or any other person so designated to be named therein shall be deemed to have become a holder of record of such shares for all purposes, as of the date the Warrant has been exercised by payment to the Company of the Exercise Price and all taxes required to be paid by the Holder, if any, prior to the issuance of such shares, have been paid. If the Company is obligated to and fails for any reason to deliver to the Holder certificates evidencing the Warrant Shares subject to a Notice of Exercise by the Warrant Share Delivery Date, the Company shall pay to the Holder, in cash, as liquidated damages and not as a penalty, for each $1,000 of Warrant Shares subject to such exercise, $10 per Trading Day (increasing to $20 per Trading Day on the seventh Trading Day after such liquidated damages begin to accrue) for each Trading Day after such Warrant Share Delivery Date until such certificates are delivered

(d) In addition to any other rights available to the Holder, if the Company fails to cause its transfer agent to deliver to the Holder a certificate or certificates representing the Shares pursuant to an exercise on or before the Warrant Share Delivery Date, and if after such date the Holder is required by its broker to purchase (in an open market transaction or otherwise) Shares to deliver in satisfaction of a sale by the Holder of the Shares which the Holder anticipated receiving upon such exercise (a "Buy-In"), then the Company shall (1) pay in cash to the Holder the amount by which (x) the Holder's total purchase price (including brokerage commissions, if any) for the Shares so purchased exceeds (y) the amount obtained by multiplying (A) the number of Shares that the Company was required to deliver to the Holder in connection with the exercise at issue, by (B) the price at which the sell order giving rise to such purchase obligation was executed, and (2) at the option of the Holder, either reinstate the portion of the Warrant and equivalent number of Shares for which such exercise was not honored or deliver to the Holder the number of shares of Common Stock that would have been issued had the Company timely complied with its exercise and delivery obligations hereunder. For example, if the Holder purchases Common Stock having a total purchase price of $11,000 to cover a Buy-In with respect to an attempted exercise of shares of Common Stock with an aggregate sale price giving rise to such purchase obligation of $10,000, under clause (1) of the immediately preceding sentence the Company shall be required to pay the Holder $1,000. The Holder shall provide the Company written notice indicating the amounts payable to the Holder in respect of the Buy-In and, upon request of the Company, evidence of the amount of such loss. Nothing herein shall limit a Holder's right to pursue any other remedies available to it hereunder, at law or in equity including, without limitation, a decree of specific performance and/or injunctive relief with respect to the Company's failure to timely deliver certificates representing shares of Common Stock upon exercise of the Warrant as required pursuant to the terms hereof.

(e) Issuance of certificates for Warrant Shares shall be made without charge to the Holder for any issue or transfer tax or other incidental expense in respect of the issuance of such certificate, all of which taxes and expenses shall be paid by the Company, and such certificates shall be issued in the name of the Holder or in such name or names as may be directed by the Holder; provided, however, that in the event certificates for Warrant Shares are to be issued in a name other than the name of the Holder, this Warrant when surrendered for exercise shall be accompanied by the assignment form ("***Assignment Form***") attached hereto duly executed by the Holder and the Company may require, as a condition thereto, the payment of a sum sufficient to reimburse it for any transfer tax incidental thereto. The Company shall pay all Transfer Agent fees required for same-day processing of any Notice of Exercise.

4. **No Fractional Shares or Scrip**. No fractional shares or scrip representing fractional shares shall be issued upon the exercise of this Warrant. In lieu of any fractional share to which the Holder would otherwise be entitled, the Company shall make a cash payment equal to the Exercise Price multiplied by such fraction.

5. **Replacement of Warrant**. On receipt of evidence reasonably satisfactory to the Company of the loss, theft, destruction, or mutilation of this Warrant and, in the case of loss, theft, or destruction, on delivery of an indemnity agreement reasonably satisfactory in form and substance to the Company or, in the case of mutilation, on surrender and cancellation of this Warrant, the Company at its expense shall execute and deliver, in lieu of this Warrant, a new warrant of like tenor and amount.

6. **Rights of Stockholders**. Until Holder exercises this Warrant and the Company issues Holder shares of Common Stock purchasable upon the exercise hereof, as provided herein, Holder shall not be entitled to vote or receive dividends or be deemed the holder of Common Stock or any other securities of the Company that may at any time be issuable on the exercise hereof for any purpose, nor shall anything contained herein be construed to confer upon the Holder, as such, any of the rights of a stockholder of the Company or any right to vote for the election of directors or upon any matter submitted to shareholders at any meeting thereof, or to give or withhold consent or assert dissenter's rights with respect to any corporate action (whether upon any recapitalization, issuance of stock, reclassification of stock, change of par value, or change of stock to no par value, consolidation, merger, conveyance, or otherwise) or to receive notice of meetings, or to receive dividends or subscription rights or otherwise.

7. **Transfer of Warrant**.

(a) Warrant Register. The Company will maintain a register (the "Warrant Register") containing the names and addresses of the Holder or Holders. Any Holder of this Warrant or any portion thereof may change his address as shown on the Warrant Register by written notice to the Company requesting such change. Any notice or written communication required or permitted to be given to the Holder may be delivered or given by mail to such Holder as shown on the Warrant Register and at the address shown on the Warrant Register. Until this Warrant is transferred on the Warrant Register of the Company, the Company may treat the Holder as shown on the Warrant Register as the absolute owner of this Warrant for all purposes, notwithstanding any notice to the contrary.

(b) Warrant Agent. The Company may, by written notice to the Holder, appoint an agent for the purpose of maintaining the Warrant Register referred to in Section 7(a) above, issuing the Common Stock or other securities then issuable upon the exercise of this Warrant, exchanging this Warrant, replacing this Warrant, or any or all of the foregoing. Thereafter, any such registration, issuance, exchange, or replacement, as the case may be, shall be made at the office of such agent.

(c) Transferability and Non-negotiability of Warrant. This Warrant may not be transferred or assigned in whole or in part without compliance with the terms of this Warrant and all applicable federal and state securities laws by the transferor and the transferee (including the delivery of investment representation letters and legal opinions reasonably satisfactory to the Company, if such are requested by the Company).

(d) Compliance with Securities Laws.

(i) Holder understands that the Warrant and the Shares are characterized as "restricted securities" under the Securities Act of 1933, as amended (the "1933 Act") inasmuch as they are being acquired from the Company in a transaction not involving a public offering, and that under the 1933 Act and applicable regulations thereunder, such securities may be resold without registration under the 1933 Act only in certain limited circumstances. In this connection, Holder represents that it is familiar with SEC Rule 144, as presently in effect, and understands the resale limitations imposed thereby and by the 1933 Act. Holder understands that the Company is under no obligation to register any of the securities sold hereunder except as provided in Section 11 hereof. Holder understands that no public market now exists for any of the Warrants or the Shares and that it is uncertain whether a public market will ever exist for the Warrants or the Shares.

(ii) This Warrant and all certificates for the Shares issued upon exercise hereof shall be stamped or imprinted with a legend in substantially the following form (in addition to any legend required by state securities laws):

"THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933. THE SHARES MAY NOT BE SOLD OR OFFERED FOR SALE IN THE ABSENCE OF (A) AN EFFECTIVE REGISTRATION STATEMENT FOR THE SHARES UNDER SUCH ACT, (B) A "NO ACTION" LETTER OF THE SECURITIES AND EXCHANGE COMMISSION WITH RESPECT TO SUCH SALE OR OFFER OR (C) SATISFACTORY ASSURANCES TO THE CORPORATION THAT REGISTRATION UNDER SUCH ACT IS NOT REQUIRED WITH RESPECT TO SUCH SALE OR OFFER."

(e) Disposition of Holder's Rights.

(i) In no event will the Holder make a disposition of any of its rights to acquire Shares under this Warrant and/or of any of the Shares issuable upon exercise of any such rights unless and until (A) it shall have notified the Company of the proposed disposition, (B) if requested by the Company, it shall have furnished the Company with an opinion of counsel (which counsel may either be inside or outside counsel to the Holder) satisfactory to the Company and its counsel to the effect that (1) appropriate action necessary for compliance with the 1933 Act has been taken, or (2) an exemption from the registration requirements of the 1933 Act is available, and (C) if the disposition involves the sale of such rights or such Shares issuable upon exercise of such rights, it shall have offered to the Company, pursuant to Section 7(f) hereunder, such rights to acquire Shares or Shares issuable and upon exercise of such rights, as the case may be.

(ii) The restrictions imposed under this Section 7(e) shall terminate as to any of the Shares when (A) such security shall have been effectively registered under the 1933 Act and sold by the holder thereof in accordance with such registration or (B) such security may be sold without registration in compliance with Rule 144 under the 1933 Act, or (C) a letter shall have been issued to the Holder at its request by the staff of the Securities and Exchange Commission or a ruling shall have been issued to the Holder at its request by such Commission stating that no action shall be recommended by such staff or taken by such Commission, as the case may be, if such security is transferred without registration under the 1933 Act in accordance with the conditions set forth in such letter or ruling and such letter or ruling specifies that no subsequent restrictions on transfer are required. Whenever the restrictions imposed hereunder shall terminate, as hereinabove provided, the Holder or holder of Shares then outstanding as to which such restrictions have terminated shall be entitled to receive from the Company, without expense to such holder, one or more new certificates for the Warrant or for such Shares not bearing any restrictive legend.

(f) Market Stand-Off.

(i) In connection with any underwritten public offering by the Company of its equity securities pursuant to an effective registration statement filed under the 1933 Act, including the Company's initial public offering, Holder shall not sell, make any short sale of, loan, hypothecate, pledge, grant any option for the purchase of, or otherwise dispose or transfer for value or otherwise agree to engage in any of the foregoing transactions with respect to, any shares of Common Stock to be issued upon exercise hereof, without the prior written consent of the Company or its lead managing underwriter(s). Such restriction (the "Market Stand-Off") shall be in effect for such period of time from and after the effective date of the final prospectus for the offering as may be requested by the Company or such underwriter(s). In no event, however, shall such period exceed one hundred eighty (180) days, and the Market Stand-Off shall in all events terminate two (2) years after the effective date of the Company's initial public offering.

(ii) Holder shall be subject to the Market Stand-Off only if the officers and directors of the Company are also subject to similar restrictions.

(iii) Any new, substituted or additional securities which are by reason of any recapitalization or reorganization of the Company distributed with respect to the shares of Common Stock to be issued upon exercise hereof shall be immediately subject to the Market standoff, to the same extent the shares of Common Stock to be issued upon exercise hereof are at such time covered by such provisions.

(iv) In order to enforce the Market Stand-Off, the Company may impose stop-transfer instructions with respect to the shares of Common Stock to be issued upon exercise hereof until the end of the applicable stand-off period.

(h) Any entity to whom Holder transfers any right to purchase the Shares pursuant to this Warrant or any of the Shares issuable upon the exercise of such right shall become a "Holder" for purposes of this Section 7.

8. **Reservation of Stock**.

The Company covenants that, during the period the Warrant is outstanding, it will reserve from its authorized and unissued Common Stock one hundred (100%) of the number of shares to provide for the issuance of the Warrant Shares upon the exercise of any purchase rights under this Warrant. In case such amount of Common Stock is insufficient at any time, the Company shall call and hold a special meeting to increase the number of authorized shares of common stock. Management of the Company shall recommend to shareholders to vote in favor of increasing the number of authorized shares of common stock.

The Company further covenants that its issuance of this Warrant shall constitute full authority to its officers who are charged with the duty of executing stock certificates to execute and issue the necessary certificates for the Warrant Shares upon the exercise of the purchase rights under this Warrant. The Company will take all such reasonable action as may be necessary to assure that such Warrant Shares may be issued as provided herein without violation of any applicable law or regulation, or of any requirements of the Trading Market upon which the Common Stock may be listed. The Company covenants that all Warrant Shares which may be issued upon the exercise of the purchase rights represented by this Warrant will, upon exercise of the purchase rights represented by this Warrant, be duly authorized, validly issued, fully paid and nonassessable and free from all taxes, liens and charges created by the Company in respect of the issue thereof (other than taxes in respect of any transfer occurring contemporaneously with such issue).

Except and to the extent as waived or consented to by the Holder, the Company shall not by any action, including, without limitation, amending its amended and restated certificate of incorporation, as amended or through any reorganization, transfer of assets, consolidation, merger, 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 Warrant, but will at all times in good faith assist in the carrying out of all such terms and in the taking of all such actions as may be necessary or appropriate to protect the rights of Holder as set forth in this Warrant against impairment. Without limiting the generality of the foregoing, the Company will (i) not increase the par value of any Warrant Shares above the amount payable therefor upon such exercise immediately prior to such increase in par value, (ii) take all such action as may be necessary or appropriate in order that the Company may validly and legally issue fully paid and nonassessable Warrant Shares upon the exercise of this Warrant and (iii) use commercially reasonable efforts to obtain all such authorizations, exemptions or consents from any public regulatory body having jurisdiction thereof, as may be, necessary to enable the Company to perform its obligations under this Warrant.

Before taking any action which would result in an adjustment in the number of Warrant Shares for which this Warrant is exercisable or in the Exercise Price, the Company shall obtain all such authorizations or exemptions thereof, or consents thereto, as may be necessary from any public regulatory body or bodies having jurisdiction thereof.

9. **Amendments**.

(a) This Warrant may be modified or amended or the provisions hereof waived with the written consent of the Company and the holder(s) of greater than 50% of unexercised Shares then issuable pursuant to all Warrants issued pursuant to the Purchase Agreement, provided that no part of Section 12 hereof (Placement Agent's Fees and Expenses) may be amended or waived without the written consent of the Placement Agent (as defined in the Purchase Agreement), in addition to the foregoing. Any amendment, modification or waiver effected in accordance with this Section 9 shall be binding upon each future holder of the Warrant and the Company.

(b) No waivers of or exceptions to any term, condition or provision of this Warrant, in any one or more instances, shall be deemed to be, or construed as, a further or continuing waiver of any such term, condition or provision.

10. **Adjustments**. The Exercise Price and the number of shares purchasable hereunder are subject to adjustment from time to time as follows:

(a) Reclassification, etc. If the Company at any time while this Warrant, or any portion thereof, remains outstanding and unexpired shall, by reclassification of securities or otherwise, change any of the securities as to which purchase rights under this Warrant exist into the same or a different number of securities of any other class or classes, this Warrant shall thereafter represent the right to acquire such number and kind of securities as would have been issuable as the result of such change with respect to the securities which were subject to the purchase rights under this Warrant immediately prior to such reclassification or other change and the Exercise Price therefor shall be appropriately adjusted, all subject to further adjustment as provided in this Section 10.

(b) Dividend, Split, Subdivision or Combination of Shares. If the Company at any time while this Warrant, or any portion thereof, remains outstanding and unexpired shall declare a dividend or make a distribution on the outstanding Common Stock payable in shares of its capital stock, or split, subdivide or combine the securities as to which purchase rights under this Warrant exist into a different number of securities of the same class, the Exercise Price for such securities shall be proportionately decreased in the case of a dividend, split or subdivision or proportionately increased in the case of a combination.

(c) Anti-Dilution.

i. Definitions. For the purposes of this Section 10(c), the following definitions shall apply:

1. "*Applicable Per Share Value*" means $1.50 per share, subject to appropriate and proportionate adjustment for stock dividends payable in shares of, stock splits and other subdivisions and combinations of, and recapitalizations and like occurrences with respect to the Common Stock.

2. "*Common Stock Equivalent*" means warrants, options, subscription or other rights to purchase or otherwise obtain Common Stock, any securities or other rights directly or indirectly convertible into or exercisable or exchangeable for Common Stock and any warrants, options, subscription or other rights to purchase or otherwise obtain such convertible or exercisable or exchangeable securities or other rights.

3. "*Fully Diluted Basis*" means, as of any time of determination, the number of shares of Common Stock which would then be outstanding, assuming the complete exercise, exchange or conversion of all then outstanding exercisable, exchangeable or convertible Common Stock Equivalents which, directly or indirectly, on exercise, exchange or conversion result in the issuance of shares of Common Stock, assuming in each instance that the holder thereof receives the maximum number of shares of Common Stock issuable, directly or indirectly, under the terms of the respective instrument, assuming satisfaction of all vesting or similar requirements and achievements of all thresholds or other criteria which would increase the amount of Common Stock ultimately issuable upon exercise, exchange or conversion.

4. "*Qualified Initial Public Offering*" means the closing of the Company's initial direct public offering or underwritten public offering on a firm commitment basis pursuant to an effective registration statement on Form S-1 or any successor forms thereto filed pursuant to the Securities Act of 1933, as amended, covering the offer and sale of Common Stock for the account of the Company (a) in which the Company actually receives (i) gross proceeds equal to or greater than $5,000,000, calculated before deducting underwriters' discounts and commissions and other offering expenses, and (ii) a per share offering price equal to or greater than the product of (A) the Applicable Per Share Value, multiplied by (B) two (2), and (b) following which the Common Stock of the Company is listed on a national securities exchange.

ii. Adjustment of Conversion Price Upon Issuance of Shares of Common Stock. For so long as there are any Warrants outstanding, if and whenever at any time and from time to time after the Warrant Issue Date, as applicable, the Company shall issue, or is, in accordance with Sections 10(c)(ii)(1) through 10(c)(ii)(7) of this Section 10, deemed to have issued, any shares of Common Stock for no consideration or a consideration per share less than the Exercise Price, as applicable, then, forthwith upon such issue or sale, the Warrants shall be subject to a proportional adjustment determined by multiplying such Warrant Exercise Price by the following fraction:

$$\frac{N(0) + N(1)}{N(0) + N(2)}$$

Where:

N(0) = the number of shares of Common Stock outstanding (calculated on a Fully Diluted Basis) immediately prior to the issuance of such additional shares of Common Stock or Common Stock Equivalents;

N(1) = the number of shares of Common Stock which the aggregate consideration, if any (including the aggregate Net Consideration Per Share with respect to the issuance of Common Stock Equivalents), received or receivable by the Company for the total number of such additional shares of Common Stock so issued or deemed to be issued would purchase at the Warrant Exercise Price, as applicable, in effect immediately prior to such issuance; and

N(2) = the number of such additional shares of Common Stock so issued or deemed to be issued.

For purposes of this Section 10(c)(ii), the following Sections 10(c)(ii)(1) to 10(c)(ii)(5) shall be applicable:

1. Consideration for Shares. For purposes of this Section 10(c)(ii), the consideration received by the Company for the issuance of any shares of Common Stock or Common Stock Equivalents shall be computed as follows:

A. insofar as such consideration consists of cash, the consideration received therefor shall be deemed to be the amount received by the Company therefor, without deduction therefrom of any expenses incurred or any underwriting commissions or concessions paid or allowed by the Company in connection therewith (excluding amounts paid for accrued interest, dividends or distributions);

B. insofar as such consideration consists of property other than cash, the value of such property received by the Company shall be deemed to be the fair value of such property at the time of such issuance as determined in good faith by the Board, without deduction of any expenses incurred or any underwriting commissions or concessions paid or allowed by the Company in connection therewith;

C. insofar as such consideration consists of consideration other than cash or property, the value of such other consideration shall be deemed to be the aggregate par value of Common Stock issued or deemed issued; and

D. in the event that Common Stock or Common Stock Equivalents shall be issued in connection with the issue of other securities of the Company, together comprising one integral transaction in which no special consideration is allocated to such Common Stock or Common Stock Equivalents by the parties thereto, the allocation of the aggregate consideration between such other securities and the Common Stock Equivalents shall be as determined in good faith by the Board.

2. Issuance of Common Stock Equivalents. The issuance of any Common Stock Equivalents shall be deemed an issuance of the maximum number of shares of Common Stock issuable upon the complete exercise, conversion or exchange of such Common Stock Equivalents (assuming the satisfaction of all vesting or other similar requirements and achievements of all thresholds or other criteria which would increase the number of shares of Common Stock ultimately issuable upon exercise, exchange or conversion), and no further adjustments shall be made upon exercise, conversion or exchange of such Common Stock Equivalents.

3. Net Consideration Per Share. The "*Net Consideration Per Share*" which shall be receivable by the Company for any shares of Common Stock issued upon the exercise, exchange or conversion of any Common Stock Equivalents shall mean the amount equal to the total amount of consideration, if any, received by the Company for the issuance of such Common Stock Equivalents, plus the minimum amount of consideration, if any, payable to the Company upon complete exercise, exchange or conversion thereof, divided by the aggregate number of shares of Common Stock that would be issued if such Common Stock Equivalents were fully exercised, exchanged or converted (assuming satisfaction of all vesting or similar requirements and achievements of all thresholds or other criteria which would increase the number of shares of Common Stock ultimately issuable upon exercise, exchange or conversion).

4. Record Date. In case the Company shall establish a record date with respect to the holders of any class or series of the Company's capital stock or other securities for the purpose of entitling them (A) to receive a dividend or other distribution payable in shares of Common Stock or Common Stock Equivalents or (B) to subscribe for or purchase shares of Common Stock or Common Stock Equivalents, then such record date shall be deemed to be the date of the issuance of the shares of Common Stock deemed to have been issued upon the declaration of such dividend or the making of such other distribution or the date of the granting of such right of subscription or purchase, as the case may be.

5. Exceptions to Anti-Dilution Adjustments. The anti-dilution adjustments set forth in this Section 10(c)(ii) shall not apply with respect to the following (collectively, the "*Excluded Securities*"):

A. the issuance of shares of Common Stock (or options to purchase or acquire shares of Common Stock) to employees, consultants, officers or directors of the Company or any Affiliate or Subsidiary of the Company pursuant to a stock option plan or restricted stock plan or arrangement, which issuance of shares of Common Stock (or options to purchase or acquire shares of Common Stock) are unanimously approved by the Board;

B. the issuance of any shares of Common Stock upon the conversion of outstanding convertible securities in accordance with their respective terms;

C. the issuance of Common Stock, Common Stock Equivalents or other securities to financial institutions or other lenders or lessors in connection with any loan, commercial credit arrangement, equipment financing, commercial property lease or similar transaction that is primarily for purposes other than raising equity capital for the Company or any of its Affiliates (as defined in the Purchase Agreement) and are approved by a majority of the entire Board and a majority of the Board's independent directors;

D. the issuance, unless such issuance is disproportionate, of any Common Stock, Common Stock Equivalent or other securities pursuant to any capital reorganization, reclassification or similar transaction that is primarily for purposes other than raising equity capital for the Company or any of its Affiliates and that are approved a majority of the entire Board and a majority of the Board's independent directors;

E. the issuance of any Common Stock, Common Stock Equivalent or other securities to an entity as a component of any business relationship with such entity for the purpose of (1) joint venture, technology licensing or development activities, (2) distribution, supply or manufacture of the Company's products or services or (3) any other arrangement involving corporate partners that is primarily for purposes other than raising equity capital for the Company or any of its Affiliates and, in each of the foregoing cases, is approved by a majority of the entire Board and a majority of the Board's independent directors; or

F. the issuance of Common Stock, Common Stock Equivalents or other securities in any transaction primarily for the purpose of raising equity capital for the Company or any of its Affiliates to investment bankers, placement agents or advisors in connection with the issuance of the Units (as defined in the Purchase Agreement).

(d) Certificate as to Adjustments. Upon the occurrence of each adjustment or readjustment pursuant to this Section 10, the Company at its expense shall promptly compute such adjustment or readjustment in accordance with the terms hereof and furnish to each holder of this Warrant a certificate setting forth such adjustment or readjustment and showing in detail the facts upon which such adjustment or readjustment is based. The Company shall, upon the written request, at any time, of any such holder, furnish or cause to be furnished to such holder a like certificate setting forth: (i) such adjustments and readjustments; (ii) the Exercise Price at the time in effect; and (iii) the number of shares and the amount, if any, of other property which at the time would be received upon the exercise of the Warrant.

11. **Registration Rights.** The shares of Common Stock issuable upon exercise of this Warrant shall have the registration rights set forth in the 2014 Unit Investor Rights Agreement attached as an exhibit to the Purchase Agreement.

12. **Placement Agent's Fees and Expenses**. Holder understands that, upon any exercise of this Warrant, the Placement Agent (as defined in the Purchase Agreement) shall be entitled to receive a commission equal to 10% and a non-accountable expense allowance equal to 2% of the aggregate Exercise Price paid by Holder upon such exercise. The Company shall direct the Holder to make such commission and expense payment directly to the Placement Agent and the Holder shall comply with such direction.

13. **Reclassification; Reorganization; Merger.**

In case of any capital reorganization, other than in the cases referred to in Sections 10(a) and 10(b) hereof, or the consolidation or merger of the Company with or into another corporation (other than a merger or consolidation in which the Company is the continuing corporation and which does not result in any reclassification of the outstanding shares of Common Stock or the conversion of such outstanding shares of Common Stock into shares of other stock or other securities or property), or in the case of any sale, lease, or conveyance to another corporation of the property and assets of any nature of the Company as an entirety or substantially as an entirety (such actions being hereinafter collectively referred to as "Reorganizations"), there shall thereafter be deliverable upon exercise of this Warrant (in lieu of the number of Shares theretofore deliverable) the number of shares of stock or other securities or property to which a holder of the respective number of Shares which would otherwise have been deliverable upon the exercise of this Warrant would have been entitled upon such Reorganization if this Warrant had been exercised in full immediately prior to such Reorganization. In case of any Reorganization, appropriate adjustment, as determined in good faith by the Board of Directors of the Company, shall be made in the application of the provisions herein set forth with respect to the rights and interests of the Holder so that the provisions set forth herein shall thereafter be applicable, as nearly as possible, in relation to any shares or other property thereafter deliverable upon exercise of this Warrant. Any such adjustment shall be made by, and set forth in, a supplemental agreement between the Company, or any successor thereto and the Holder, with respect to this Warrant, and shall for all purposes hereof conclusively be deemed to be an appropriate adjustment. The Company shall not effect any such Reorganization unless, upon or prior to the consummation thereof, the successor corporation, or, if the Company shall be the surviving corporation in any such Reorganization and is not the issuer of the shares of stock or other securities or property to be delivered to holders of shares of the Common Stock outstanding at the effective time thereof then such issuer, shall assume by written instrument the obligation to deliver to the Holder such shares of stock, securities, cash, or other property as such Holder shall be entitled to purchase in accordance with the foregoing provisions. In the event of sale, lease, or conveyance or other transfer of all or substantially all of the assets of the Company as part of a plan for liquidation of the Company, all rights to exercise this Warrant shall terminate thirty (30) days after the Company gives written notice to the Holder that such sale or conveyance or other transfer has been consummated.

The above provisions of this Section 13 shall similarly apply to successive reclassifications and changes of shares of Common Stock and to successive consolidations, mergers, sales, leases, or conveyances.

14. **Notice of Certain Events.**

In case at any time the Company shall propose:

(a) to pay any dividend or make any distribution on shares of Common Stock in shares of Common Stock or make any other distribution (other than regularly scheduled cash dividends which are not in a greater amount per share than the most recent such cash dividend) to all holders of Common Stock; or

(b) to issue any rights, warrants, or other securities to all holders of Common Stock entitling them to purchase any additional shares of Common Stock or any other rights, warrants, or other securities; or

(c) to effect any reclassification or change of outstanding shares of Common Stock or any consolidation, merger, sale, lease, or conveyance of property, as described in Section 12; or

(d) to effect any liquidation, dissolution, or winding-up of the Company; or

(e) to take any other action which would cause an adjustment to the Exercise Price;

then, and in any one or more of such cases, the Company shall give written notice thereof by registered mail, postage prepaid, to the Holder at the Holder's address as it shall appear in the Warrant Register, mailed at least fifteen (15) days prior to: (1) the date as of which the holders of record of shares of Common Stock to be entitled to receive any such dividend, distribution, rights, warrants, or other securities are to be determined, (2) the date on which any such reclassification, change of outstanding shares of Common Stock, consolidation, merger, sale, lease, conveyance of property, liquidation, dissolution, or winding-up is expected to become effective and the date as of which it is expected that holders of record of shares of Common Stock shall be entitled to exchange their shares for securities or other property, if any, deliverable upon such reclassification, change of outstanding shares, consolidation, merger, sale, lease, conveyance of property, liquidation, dissolution, or winding-up, or (3) the date of such action which would require an adjustment to the Exercise Price.

15. **Miscellaneous**.

(a) Additional Undertaking. The Holder hereby agrees to take whatever additional action and execute whatever additional documents the Company may deem necessary or advisable in order to carry out or effect one or more of the obligations or restrictions imposed on either the Holder or the shares of Common Stock issued upon exercise hereof pursuant to the provisions of this Warrant.

(b) Governing Law; Venue. This Warrant shall be governed by, and construed in accordance with, the laws of the State of Delaware without resort to that State's conflict-of-laws rules. Venue for any legal action hereunder shall be in the state or federal courts located in the Borough of Manhattan, New York, New York.

(c) Counterparts. This Warrant may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

(d) Successors and Assigns. The provisions of this Agreement shall inure to the benefit of, and be binding upon, the Company and its successors and assigns and upon the Holder, the Holder's permitted assigns and the legal representatives, heirs and legatees of the Holder's estate, whether or not any such person shall have become a party to this Warrant and have agreed in writing to join herein and be bound by the terms hereof.

(e) Notices. All notices, requests, demands and other communications given or made in accordance with the provisions of this Warrant shall be addressed (i) if to Holder, at such Holder's address, fax number or email address, as furnished to the Company on the signature page to the Purchase Agreement or as otherwise furnished to the Company by the Holder in writing, or (ii) if to the Company, to the attention of the President at such address, fax number or email address furnished to the Holder on the signature page to the Purchase Agreement or as otherwise furnished by the Company in writing, and shall be made or sent by a personal delivery or overnight courier, by registered, certified or first class mail, postage prepaid, or by facsimile or electronic mail with confirmation of receipt, and shall be deemed to be given on the date of delivery when made by personal delivery or overnight courier, 48 hours after being deposited in the U.S. mail, or upon confirmation of receipt when sent by facsimile or electronic mail. Any party may, by written notice to the other, alter its address, number or respondent, and such notice shall be considered to have been given three (3) days after the overnight delivery, airmailing, faxing or sending via e-mail thereof.

(f) Loss, Theft, Destruction or Mutilation of Warrant. The Company covenants that upon receipt by the Company of evidence reasonably satisfactory to it of the loss, theft, destruction or mutilation of this Warrant or any stock certificate relating to the Warrant Shares, and in case of loss, theft or destruction, of indemnity or security reasonably satisfactory to it (which, in the case of the Warrant, shall not include the posting of any bond), and upon surrender and cancellation of such Warrant or stock certificate, if mutilated, the Company will make and deliver a new Warrant or stock certificate of like tenor and dated as of such cancellation, in lieu of such Warrant or stock certificate.

(g) Saturdays, Sundays, Holidays, etc. If the last or appointed day for the taking of any action or the expiration of any right required or granted herein shall not be a Business Day, then, such action may be taken or such right may be exercised on the next succeeding Business Day

(h) Remedies. The Holder, in addition to being entitled to exercise all rights granted by law, including recovery of damages, will be entitled to specific performance of its rights under this Warrant. The Company agrees that monetary damages would not be adequate compensation for any loss incurred by reason of a breach by it of the provisions of this Warrant and hereby agrees to waive and not to assert the defense in any action for specific performance that a remedy at law would be adequate.

(i) Severability. Wherever possible, each provision of this Warrant shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Warrant shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Warrant.

(j) Headings. The headings used in this Warrant are for the convenience of reference only and shall not, for any purpose, be deemed a part of this Warrant

[Signatures appear on the following page]

IN WITNESS WHEREOF, **Camp Nine, Inc.** has caused this Warrant to be executed by its officer thereunto duly authorized.

Dated as of **_____, 2014**.

CAMP NINE INC.

By: _____
Sergio Traversa, PharmD
Chief Executive Officer

HOLDER

The Holder has executed a Subscription Agreement with the Company which provides, among other things, that by executing the Subscription Agreement each Purchaser is deemed to have executed this Warrant in all respects and is bound to purchase the terms thereof as set forth in the Subscription Agreement.

NOTICE OF EXERCISE

To: Camp Nine, Inc.

(1) The undersigned hereby elects to purchase _____ shares of Common Stock of Camp Nine, Inc. , pursuant to the terms of the attached Warrant, and tenders herewith payment of the purchase price for such shares in full.

(2) In exercising this Warrant, the undersigned hereby confirms and acknowledges that the shares of Common Stock have not been registered under the Securities Act of 1933, as amended (the "1933 Act"), and are restricted securities under the 1933 Act and that the undersigned will not offer, sell, or otherwise dispose of any such shares of Common Stock except under circumstances that will not result in a violation of the 1933 Act or any state securities laws.

(3) Please issue a certificate or certificates representing said shares of Common Stock in the name of the undersigned or in such other name as is specified below:

Name _____

Name _____

(4) Please issue a new Warrant for the unexercised portion of the attached Warrant in the name of the undersigned or in such other name as is specified below:

Name _____

Name _____

Date: _____ Signature: _____

Exhibit 4.2

FORM OF B WARRANT

EXHIBIT B-2

THIS WARRANT HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF1933 AND MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED OR HYPOTHECATED IN THE ABSENCE OF A REGISTRATION STATEMENT IN EFFECT WITH RESPECT TO THE SECURITIES UNDER SUCH ACT OR SATISFACTORY ASSURANCES TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED WITH RESPECT TO SUCH SALE, OFFER, PLEDGE OR HYPOTHECATION.

WARRANT TO PURCHASE COMMON STOCK

of

Camp Nine, Inc.

Void after _____, 2019

This certifies that, for value received, _____, a _____, or registered assigns ("Holder") is entitled, subject to the terms set forth below, to purchase from **Camp Nine, Inc. (the "Company"), a Nevada corporation, _____ (_____)** shares of the Common Stock of the Company (the "Shares"), upon surrender hereof, at the principal office of the Company referred to below and simultaneous payment therefor in lawful money of the United States or otherwise as hereinafter provided, at the Exercise Price as set forth in Section 2 below. This Warrant is issued pursuant to the Unit Purchase Agreement dated as of_____, 2014, among the Company and certain Purchasers named therein (the "Purchase Agreement"). The number, character and Exercise Price of such shares of Common Stock (the "Common Stock") are subject to adjustment as provided below. The term "Warrant" as used herein shall include this Warrant and any warrants delivered in substitution or exchange therefor as provided herein.

1. **Term of Warrant**. Subject to the terms and conditions set forth herein, this Warrant shall be exercisable, in whole or in part, during the term commencing **_____, 2014** (the "Warrant Issue Date"), and ending at 5:00 p.m., Eastern Time on the fifth anniversary of the final Subsequent Closing (as defined in the Purchase Agreement), and shall be void thereafter.

2. **Exercise Price**. The Exercise Price per share of Common Stock at which this Warrant may be exercised shall be equal to **$2.25** per share as adjusted from time to time pursuant to Section 10 below (the "Exercise Price").

3. **Exercise of Warrant**.

(a) The purchase rights represented by this Warrant are exercisable by the Holder in whole or in part at any time, or from time to time, by the surrender of this Warrant and the Notice of Exercise annexed hereto duly completed and executed on behalf of the Holder, at the office of the Company (or such other office or agency of the Company as it may designate by notice in writing to the Holder at the address of the Holder appearing on the books of the Company), upon payment (i) in cash or by check acceptable to the Company, (ii) by cancellation by the Holder of then outstanding indebtedness of the Company to the Holder, (iii) by a combination of (i) and (ii), of the purchase price of the shares to be purchased or (iv) by cashless exercise as set forth in Section 3(c), below, of the purchase price of the shares to be purchased, except upon a call by the Company. Notwithstanding anything herein to the contrary, the Holder shall not be required to physically surrender this Warrant to the Company until the Holder has purchased all of the Warrant Shares available hereunder and the Warrant has been exercised in full, in which case, the Holder shall surrender this Warrant to the Company for cancellation within 3 Trading Days of the date the final Notice of Exercise is delivered to the Company. Partial exercises of this Warrant resulting in purchases of a portion of the total number of Warrant Shares available hereunder shall have the effect of lowering the outstanding number of Warrant Shares purchasable hereunder in an amount equal to the applicable number of Warrant Shares purchased. The Holder and the Company shall maintain records showing the number of Warrant Shares purchased and the date of such purchases. In the event of any dispute or discrepancy, the records of the Company shall be controlling and determinative in the absence of manifest error. **The Holder and any assignee, by acceptance of this Warrant, acknowledge and agree that, by reason of the provisions of this paragraph, following the purchase of a portion of the Warrant Shares hereunder, the number of Warrant Shares available for purchase hereunder at any given time may be less than the amount stated on the face hereof.**

(b) This Warrant shall be deemed to have been exercised immediately prior to the close of business on the date of its surrender for exercise as provided above and payment of the Exercise Price if exercised for cash, and the person entitled to receive the shares of Common Stock issuable upon such exercise shall be treated for all purposes as the holder of record of such shares as of the close of business on such date (the "Exercise Date"). As promptly as practicable on or after the Exercise Date, but in no event more than three (3) business days thereafter (the "Warrant Share Delivery Date"), the Company at its expense shall issue and deliver to the person or persons entitled to receive the same a certificate or certificates for the number of shares issuable upon such exercise; provided, however, this provision shall require certificates for Shares purchased hereunder to be transmitted by the transfer agent of the Company to the Holder on the Exercise Date by crediting the account of the Holder's prime broker with the Depository Trust Company through its Deposit Withdrawal Agent Commission ("DWAC") system. In the event that this Warrant is exercised in part, the Company at its expense will execute and deliver a new Warrant of like tenor exercisable for the number of shares for which this Warrant may then be exercised.

(c) The Holder, at its option, may exercise this Warrant in a cashless exercise transaction pursuant to this subsection (c) (a "Cashless Exercise"). In order to effect a Cashless Exercise, the Holder shall surrender this Warrant at the principal office of the Company together with an Exercise Form, completed and executed, indicating Holder's election to effect a Cashless Exercise, in which event the Company shall issue Holder a number of shares of Common Stock computed using the following formula:

X = Y (A-B)/A

where: X = the number of shares of Common Stock to be issued to Holder.

Y = the number of shares of Common Stock for which this Warrant is being Exercised.

A = the Market Price of one (1) share of Common Stock (for purposes of this Section 3(c), where "Market Price," means the Volume Weighted Average Price (as defined herein) of one (1) share of Common Stock during the ten (10) consecutive Trading Day period immediately preceding the Exercise Date.

B = the Exercise Price.

As used herein, the "Volume Weighted Average Price" for any security as of any date means the volume weighted average sale price on The NASDAQ Global Market ("NASDAQ") as reported by, or based upon data reported by, Bloomberg Financial Markets or an equivalent, reliable reporting service mutually acceptable to and hereafter designated by holders of a majority in interest of the Warrants and the Company ("Bloomberg") or, if NASDAQ is not the principal trading market for such security, the volume weighted average sale price of such security on the principal securities exchange or trading market where such security is listed or traded as reported by Bloomberg, or, if no volume weighted average sale price is reported for such security, then the last closing trade price of such security as reported by Bloomberg, or, if no last closing trade price is reported for such security by Bloomberg, the average of the bid prices of any market makers for such security that are listed in the over the counter market by the Financial Industry Regulatory Authority, Inc. or in the "pink sheets" by the Pink OTC Market, Inc. If the Volume Weighted Average Price cannot be calculated for such security on such date in the manner provided above, the volume weighted average price shall be the fair market value as determined in good faith by the Company's Board of Directors. "Trading Day" shall mean any day on which the Common Stock is traded for any period on NASDAQ, or on the principal securities exchange or other securities market on which the Common Stock is then being traded.

For purposes of Rule 144 and sub-section (d)(3)(ii) thereof, it is intended, understood and acknowledged that the Common Stock issued upon Exercise of this Warrant in a Cashless Exercise transaction shall be deemed to have been acquired at the time this Warrant was issued. Moreover, it is intended, understood and acknowledged that the holding period for the Common Stock issued upon Exercise of this Warrant in a Cashless Exercise transaction shall be deemed to have commenced on the date this Warrant was issued.

(d) In the case of a dispute as to the determination of the closing price or the Volume Weighted Average Price of the Company's Common Stock or the arithmetic calculation of the Exercise Price or Market Price, the Company shall submit the disputed determinations or arithmetic calculations via facsimile within four (4) business days of receipt, or deemed receipt, of the Exercise Notice, or other event giving rise to such dispute, as the case may be, to the Holder. If the Holder and the Company are unable to agree upon such determination or calculation within two (2) business days of such disputed determination or arithmetic calculation being submitted to the Holder, then the Company shall, within two (2) business days submit via facsimile (i) the disputed determination of the closing price or the Volume Weighted Average Price of the Company's Common Stock to an independent, reputable investment bank selected by the Company and approved by the Holder, which approval shall not be unreasonably withheld or delayed or (ii) the disputed arithmetic calculation of the Exercise Price, Market Price to the Company's independent, outside accountant, or another accounting firm of national standing selected by the Company. The Company shall cause the investment bank or the accountant, as the case may be, to perform the determinations or calculations and notify the Company and the Holder of the results no later than the later of (i) five (5) business days from the time it receives the disputed determinations or calculations or (ii) five (5) business days from the selection of the investment bank and accounting firm, as applicable. Such investment bank's or accountant's determination or calculation, as the case may be, shall be binding upon all parties absent demonstrable error.

(e) In addition to any other rights available to the Holder, if the Company fails to cause its transfer agent to deliver to the Holder a certificate or certificates representing the Shares pursuant to an exercise on or before the Warrant Share Delivery Date, and if after such date the Holder is required by its broker to purchase (in an open market transaction or otherwise) Shares to deliver in satisfaction of a sale by the Holder of the Shares which the Holder anticipated receiving upon such exercise (a "Buy-In"), then the Company shall (1) pay in cash to the Holder the amount by which (x) the Holder's total purchase price (including brokerage commissions, if any) for the Shares so purchased exceeds (y) the amount obtained by multiplying (A) the number of Shares that the Company was required to deliver to the Holder in connection with the exercise at issue, by (B) the price at which the sell order giving rise to such purchase obligation was executed, and (2) at the option of the Holder, either reinstate the portion of the Warrant and equivalent number of Shares for which such exercise was not honored or deliver to the Holder the number of shares of Common Stock that would have been issued had the Company timely complied with its exercise and delivery obligations hereunder. For example, if the Holder purchases Common Stock having a total purchase price of $11,000 to cover a Buy-In with respect to an attempted exercise of shares of Common Stock with an aggregate sale price giving rise to such purchase obligation of $10,000, under clause (1) of the immediately preceding sentence the Company shall be required to pay the Holder $1,000. The Holder shall provide the Company written notice indicating the amounts payable to the Holder in respect of the Buy-In and, upon request of the Company, evidence of the amount of such loss. Nothing herein shall limit a Holder's right to pursue any other remedies available to it hereunder, at law or in equity including, without limitation, a decree of specific performance and/or injunctive relief with respect to the Company's failure to timely deliver certificates representing shares of Common Stock upon exercise of the Warrant as required pursuant to the terms hereof.

4. **No Fractional Shares or Scrip**. No fractional shares or scrip representing fractional shares shall be issued upon the exercise of this Warrant. In lieu of any fractional share to which the Holder would otherwise be entitled, the Company shall make a cash payment equal to the Exercise Price multiplied by such fraction.

5. **Replacement of Warrant**. On receipt of evidence reasonably satisfactory to the Company of the loss, theft, destruction, or mutilation of this Warrant and, in the case of loss, theft, or destruction, on delivery of an indemnity agreement reasonably satisfactory in form and substance to the Company or, in the case of mutilation, on surrender and cancellation of this Warrant, the Company at its expense shall execute and deliver, in lieu of this Warrant, a new warrant of like tenor and amount.

6. **Rights of Shareholders**. Until Holder exercises this Warrant and the Company issues Holder shares of Common Stock purchasable upon the exercise hereof, as provided herein, Holder shall not be entitled to vote or receive dividends or be deemed the holder of Common Stock or any other securities of the Company that may at any time be issuable on the exercise hereof for any purpose, nor shall anything contained herein be construed to confer upon the Holder, as such, any of the rights of a shareholder of the Company or any right to vote for the election of directors or upon any matter submitted to shareholders at any meeting thereof, or to give or withhold consent or assert dissenter's rights with respect to any corporate action (whether upon any recapitalization, issuance of stock, reclassification of stock, change of par value, or change of stock to no par value, consolidation, merger, conveyance, or otherwise) or to receive notice of meetings, or to receive dividends or subscription rights or otherwise.

7. **Transfer of Warrant**.

(a) Warrant Register. The Company will maintain a register (the "Warrant Register") containing the names and addresses of the Holder or Holders. Any Holder of this Warrant or any portion thereof may change his address as shown on the Warrant Register by written notice to the Company requesting such change. Any notice or written communication required or permitted to be given to the Holder may be delivered or given by mail to such Holder as shown on the Warrant Register and at the address shown on the Warrant Register. Until this Warrant is transferred on the Warrant Register of the Company, the Company may treat the Holder as shown on the Warrant Register as the absolute owner of this Warrant for all purposes, notwithstanding any notice to the contrary.

(b) Warrant Agent. The Company may, by written notice to the Holder, appoint an agent for the purpose of maintaining the Warrant Register referred to in Section 7(a) above, issuing the Common Stock or other securities then issuable upon the exercise of this Warrant, exchanging this Warrant, replacing this Warrant, or any or all of the foregoing. Thereafter, any such registration, issuance, exchange, or replacement, as the case may be, shall be made at the office of such agent.

(c) Transferability and Non-negotiability of Warrant. This Warrant may not be transferred or assigned in whole or in part without compliance with the terms of this Warrant and all applicable federal and state securities laws by the transferor and the transferee (including the delivery of investment representation letters and legal opinions reasonably satisfactory to the Company, if such are requested by the Company).

(d) Compliance with Securities Laws.

(i) Holder understands that the Warrant and the Shares are characterized as "restricted securities" under the 1933 Act inasmuch as they are being acquired from the Company in a transaction not involving a public offering, and that under the Securities Act of 1933, as amended (the "1933 Act") and applicable regulations thereunder, such securities may be resold without registration under the 1933 Act only in certain limited circumstances. In this connection, Holder represents that it is familiar with SEC Rule 144, as presently in effect, and understands the resale limitations imposed thereby and by the 1933 Act. Holder understands that the Company is under no obligation to register any of the securities sold hereunder except as provided in Section 11 hereof. Holder understands that no public market now exists for any of the Warrants or the Shares and that it is uncertain whether a public market will ever exist for the Warrants or the Shares.

(ii) This Warrant and all certificates for the Shares issued upon exercise hereof shall be stamped or imprinted with a legend in substantially the following form (in addition to any legend required by state securities laws):

"THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933. THE SHARES MAY NOT BE SOLD OR OFFERED FOR SALE IN THE ABSENCE OF (A) AN EFFECTIVE REGISTRATION STATEMENT FOR THE SHARES UNDER SUCH ACT, (B) A "NO ACTION" LETTER OF THE SECURITIES AND EXCHANGE COMMISSION WITH RESPECT TO SUCH SALE OR OFFER OR (C) SATISFACTORY ASSURANCES TO THE CORPORATION THAT REGISTRATION UNDER SUCH ACT IS NOT REQUIRED WITH RESPECT TO SUCH SALE OR OFFER."

(e) Disposition of Holder's Rights**.**

(i) In no event will the Holder make a disposition of any of its rights to acquire Shares under this Warrant and/or of any of the Shares issuable upon exercise of any such rights unless and until (A) it shall have notified the Company of the proposed disposition, (B) if requested by the Company, it shall have furnished the Company with an opinion of counsel (which counsel may either be inside or outside counsel to the Holder) satisfactory to the Company and its counsel to the effect that (1) appropriate action necessary for compliance with the 1933 Act has been taken, or (2) an exemption from the registration requirements of the 1933 Act is available, and (C) if the disposition involves the sale of such rights or such Shares issuable upon exercise of such rights, it shall have offered to the Company, pursuant to Section 7(f) hereunder, such rights to acquire Shares or Shares issuable and upon exercise of such rights, as the case may be.

(ii) The restrictions imposed under this Section 7(e) shall terminate as to any of the Shares when (A) such security shall have been effectively registered under the 1933 Act and sold by the holder thereof in accordance with such registration or (B) such security may be sold without registration in compliance with Rule 144 under the 1933 Act, or (C) a letter shall have been issued to the Holder at its request by the staff of the Securities and Exchange Commission or a ruling shall have been issued to the Holder at its request by such Commission stating that no action shall be recommended by such staff or taken by such Commission, as the case may be, if such security is transferred without registration under the1933 Act in accordance with the conditions set forth in such letter or ruling and such letter or ruling specifies that no subsequent restrictions on transfer are required. Whenever the restrictions imposed hereunder shall terminate, as hereinabove provided, the Holder or holder of Shares then outstanding as to which such restrictions have terminated shall be entitled to receive from the Company, without expense to such holder, one or more new certificates for the Warrant or for such Shares not bearing any restrictive legend.

(f) Market Stand-Off.

(i) In connection with any underwritten public offering by the Company of its equity securities pursuant to an effective registration statement filed under the 1933 Act, including the Company's initial public offering, Holder shall not sell, make any short sale of, loan, hypothecate, pledge, grant any option for the purchase of, or otherwise dispose or transfer for value or otherwise agree to engage in any of the foregoing transactions with respect to, any shares of Common Stock to be issued upon exercise hereof, without the prior written consent of the Company or its lead managing underwriter(s). Such restriction (the "Market Stand-Off") shall be in effect for such period of time from and after the effective date of the final prospectus for the offering as may be requested by the Company or such underwriter(s). In no event, however, shall such period exceed one hundred eighty (180) days, and the Market Stand- Off shall in all events terminate two (2) years after the effective date of the Company's initial public offering.

(ii) Holder shall be subject to the Market Stand-Off only if the officers and directors of the Company are also subject to similar restrictions.

(iii) Any new, substituted or additional securities which are by reason of any recapitalization or reorganization of the Company distributed with respect to the shares of Common Stock to be issued upon exercise hereof shall be immediately subject to the Market standoff, to the same extent the shares of Common Stock to be issued upon exercise hereof are at such time covered by such provisions.

(iv) In order to enforce the Market Stand-Off, the Company may impose stop-transfer instructions with respect to the shares of Common Stock to be issued upon exercise hereof until the end of the applicable stand-off period.

(h) Any entity to whom Holder transfers any right to purchase the Shares pursuant to this Warrant or any of the Shares issuable upon the exercise of such right shall become a "Holder" for purposes of this Section 7.

8. **Reservation of Stock**. The Company covenants that during the term this Warrant is exercisable, the Company will reserve from its authorized and unissued Common Stock a sufficient number of shares to provide for the issuance of Common Stock upon the exercise of this Warrant and, from time to time, will take all steps necessary to amend its Fifth Amended and Restated Certificate of Incorporation (the "Certificate") as the same may be amended from time to time to provide sufficient reserves of shares of Common Stock issuable upon exercise of the Warrant. The Company further covenants that all shares that may be issued upon the exercise of rights represented by this Warrant, upon exercise of the rights represented by this Warrant and payment of the Exercise Price, all as set forth herein, will be free from all taxes, liens, and charges in respect of the issue thereof (other than taxes in respect of any transfer occurring contemporaneously or otherwise specified herein). The Company agrees that its issuance of this Warrant shall constitute full authority to its officers who are charged with the duty of executing stock certificates to execute and issue the necessary certificates for shares of Common Stock upon the exercise of this Warrant.

9. **Amendments**.

(a) This Warrant may be modified or amended or the provisions hereof waived with the written consent of the Company and the holder(s) of greater than 50% of unexercised Shares then issuable pursuant to all Warrants issued pursuant to the Purchase Agreement, provided that no part of Section 12 hereof (Right to Call) or Section 15(f) hereof (Placement Agent's Fees and Expenses) may be amended or waived without the written consent of the Placement Agent (as defined in the Purchase Agreement), in addition to the foregoing. With respect to a proposed modification, amendment or waiver of Section 12 only, if the Placement Agent does not object to such modification, amendment or waiver within 10 business days following such date when the Company has provided the Placement Agent with the proposed form of amendment, modification or waiver, the consent of the Placement Agent will be deemed to have been given. Any amendment, modification or waiver effected in accordance with this Section 9 shall be binding upon each future holder of the Warrant and the Company.

(b) No waivers of or exceptions to any term, condition or provision of this Warrant, in any one or more instances, shall be deemed to be, or construed as, a further or continuing waiver of any such term, condition or provision.

10. **Adjustments**. The Exercise Price and the number of shares purchasable hereunder are subject to adjustment from time to time as follows:

(a) Reclassification, etc. If the Company at any time while this Warrant, or any portion thereof, remains outstanding and unexpired shall, by reclassification of securities or otherwise, change any of the securities as to which purchase rights under this Warrant exist into the same or a different number of securities of any other class or classes, this Warrant shall thereafter represent the right to acquire such number and kind of securities as would have been issuable as the result of such change with respect to the securities which were subject to the purchase rights under this Warrant immediately prior to such reclassification or other change and the Exercise Price therefor shall be appropriately adjusted, all subject to further adjustment as provided in this Section 10.

(b) Dividend, Split, Subdivision or Combination of Shares. If the Company at any time while this Warrant, or any portion thereof, remains outstanding and unexpired shall declare a dividend or make a distribution on the outstanding Common Stock payable in shares of its capital stock, or split, subdivide or combine the securities as to which purchase rights under this Warrant exist into a different number of securities of the same class, the Exercise Price for such securities shall be proportionately decreased in the case of a dividend, split or subdivision or proportionately increased in the case of a combination.

(c) Anti-Dilution**.**

i. Definitions. For the purposes of this Section 10(c), the following definitions shall apply:

1. "*Applicable Per Share Stated Value*" means $2.25 per share, subject to appropriate and proportionate adjustment for stock dividends payable in shares of stock splits and other subdivisions and combinations of, and recapitalizations and like occurrences with respect to the Common Stock (as defined in the Purchase Agreement).

2. "*Common Stock Equivalent*" means warrants, options, subscription or other rights to purchase or otherwise obtain Common Stock, any securities or other rights directly or indirectly convertible into or exercisable or exchangeable for Common Stock and any warrants, options, subscription or other rights to purchase or otherwise obtain such convertible or exercisable or exchangeable securities or other rights.

3. "*Fully Diluted Basis*" means, as of any time of determination, the number of shares of Common Stock which would then be outstanding, assuming the complete exercise, exchange or conversion of all then outstanding exercisable, exchangeable or convertible Common Stock Equivalents which, directly or indirectly, on exercise, exchange or conversion result in the issuance of shares of Common Stock, assuming in each instance that the holder thereof receives the maximum number of shares of Common Stock issuable, directly or indirectly, under the terms of the respective instrument, assuming satisfaction of all vesting or similar requirements and achievements of all thresholds or other criteria which would increase the amount of Common Stock ultimately issuable upon exercise, exchange or conversion.

4. "*Qualified Initial Public Offering*" means the closing of the Company's initial direct public offering or underwritten public offering on a firm commitment basis pursuant to an effective registration statement on Form S-1 or any successor forms thereto filed pursuant to the Securities Act of 1933, as amended, covering the offer and sale of Common Stock for the account of the Company (a) in which the Company actually receives (i) gross proceeds equal to or greater than $5,000,000, calculated before deducting underwriters' discounts and commissions and other offering expenses, and (ii) a per share offering price equal to or greater than the product of (A) the Applicable Per Share Stated Value, multiplied by (B) two (2), and (b) following which the Common Stock of the Company is listed on a national securities exchange.

ii. Adjustment of Conversion Price Upon Issuance of Shares of Common Stock. For so long as there are any Warrants outstanding, if and whenever at any time and from time to time after the Warrant Issue Date, as applicable, the Company shall issue, or is, in accordance with Sections 10(c)(ii)(1) through 10(c)(ii)(7) of this Section 10, deemed to have issued, any shares of Common Stock for no consideration or a consideration per share less than the Exercise Price, as applicable, then, forthwith upon such issue or sale, the Warrants shall be subject to a proportional adjustment determined by multiplying such Warrant Exercise Price by the following fraction:

$$\frac{N(0) + N(1)}{N(0) + N(2)}$$

Where:

N(0) = the number of shares of Common Stock outstanding (calculated on a Fully Diluted Basis) immediately prior to the issuance of such additional shares of Common Stock or Common Stock Equivalents;

N(1) = the number of shares of Common Stock which the aggregate consideration, if any (including the aggregate Net Consideration Per Share with respect to the issuance of Common Stock Equivalents), received or receivable by the Company for the total number of such additional shares of Common Stock so issued or deemed to be issued would purchase at the Warrant Exercise Price, as applicable, in effect immediately prior to such issuance; and

N(2) = the number of such additional shares of Common Stock so issued or deemed to be issued.

PROVIDED, HOWEVER, that the provisions of this Section 10(c) shall terminate upon the receipt by the Company of a clearance letter approving the uplisting of the Company's common stock a national securities exchange such as NYSE MKT or NASDAQ.

For purposes of this Section 10(c)(ii), the following Sections 10(c)(ii)(1)to 10(c)(ii)(5) shall be applicable:

1. Consideration for Shares. For purposes of this Section 10(c)(ii), the consideration received by the Company for the issuance of any shares of Common Stock or Common Stock Equivalents shall be computed as follows:

A. insofar as such consideration consists of cash, the consideration received therefor shall be deemed to be the amount received by the Company therefor, without deduction therefrom of any expenses incurred or any underwriting commissions or concessions paid or allowed by the Company in connection therewith (excluding amounts paid for accrued interest, dividends or distributions);

B. insofar as such consideration consists of property other than cash, the value of such property received by the Company shall be deemed to be the fair value of such property at the time of such issuance as determined in good faith by the Board, without deduction of any expenses incurred or any underwriting commissions or concessions paid or allowed by the Company in connection therewith;

C. insofar as such consideration consists of consideration other than cash or property, the value of such other consideration shall be deemed to be the aggregate par value of Common Stock issued or deemed issued; and

D. in the event that Common Stock or Common Stock Equivalents shall be issued in connection with the issue of other securities of the Company, together comprising one integral transaction in which no special consideration is allocated to such Common Stock or Common Stock Equivalents by the parties thereto, the allocation of the aggregate consideration between such other securities and the Common Stock Equivalents shall be as determined in good faith by the Board.

2. Issuance of Common Stock Equivalents. The issuance of any Common Stock Equivalents shall be deemed an issuance of the maximum number of shares of Common Stock issuable upon the complete exercise, conversion or exchange of such Common Stock Equivalents (assuming the satisfaction of all vesting or other similar requirements and achievements of all thresholds or other criteria which would increase the number of shares of Common Stock ultimately issuable upon exercise, exchange or conversion), and no further adjustments shall be made upon exercise, conversion or exchange of such Common Stock Equivalents.

3. Net Consideration Per Share. The "*Net Consideration Per Share*" which shall be receivable by the Company for any shares of Common Stock issued upon the exercise, exchange or conversion of any Common Stock Equivalents shall mean the amount equal to the total amount of consideration, if any, received by the Company for the issuance of such Common Stock Equivalents, plus the minimum amount of consideration, if any, payable to the Company upon complete exercise, exchange or conversion thereof, divided by the aggregate number of shares of Common Stock that would be issued if such Common Stock Equivalents were fully exercised, exchanged or converted (assuming satisfaction of all vesting or similar requirements and achievements of all thresholds or other criteria which would increase the number of shares of Common Stock ultimately issuable upon exercise, exchange or conversion).

4. Record Date. In case the Company shall establish a record date with respect to the holders of any class or series of the Company's capital stock or other securities for the purpose of entitling them (A) to receive a dividend or other distribution payable in shares of Common Stock or Common Stock Equivalents or (B) to subscribe for or purchase shares of Common Stock or Common Stock Equivalents, then such record date shall be deemed to be the date of the issuance of the shares of Common Stock deemed to have been issued upon the declaration of such dividend or the making of such other distribution or the date of the granting of such right of subscription or purchase, as the case may be.

5. Exceptions to Anti-Dilution Adjustments. The anti-dilution adjustments set forth in this Section 10(c)(ii) shall not apply with respect to the following (collectively, the "*Excluded Securities*"):

A. the issuance of shares of Common Stock (or options to purchase Common Stock) to employees, consultants, officers or directors of the Issuer pursuant to stock option plans or restricted stock plans, or arrangements, which issuance of shares of Common Stock (or options to purchase Common Stock) is unanimously approved by the independent (non-employee) directors of the Company's Board of Directors after the April 2014 offering (theh "Offering");

B. the issuance of securities pursuant to stock splits, stock dividends, or similar transactions where all shareholders are treated equally;

C. the issuance of Common Stock or warrants toward advisory fees for the reverse merger approved by the Company's Board of Directors prior to the Offering;

D. the issuance of Common Stock upon conversion of any series of preferred Stock (or outstanding notes) on the terms set forth in the respective certificate of designation of each such class;

E. the issuance of Common Stock, options or warrants of the Company to shareholders of the Company pursuant to the reverse merger, if a closing of the Offering occurs after the reverse merger;

F. the issuance of securities to financial institutions or other lenders or lessors in connection with loans, commercial credit arrangements, equipment financings, commercial property leases or similar transactions that are for purposes other than raising equity capital and which terms are approved by the independent directors of the Board;

G. the issuance of securities pursuant to capital reorganization, reclassification or similar transactions that are primarily for purposes other than raising equity capital unless such issuances are disproportionate; or

H. the issuance of securities to an entity as a component of any business relationship with such entity for the purpose of (A) joint venture, technology licensing, or development activities, (B) distribution, supply or manufacture of the Company's products or services, or (C) any other arrangement involving corporate partners that are primarily for purposes other than equity capital and which terms are approved by the independent directors of the Company's Board of Directors.

At least a majority of the Company's entire Board of Directors and a majority of the Board's independent directors must approve any issuance of Excluded Securities issued pursuant to clauses (E) through (H) above prior to such issuance.

(d) Certificate as to Adjustments. Upon the occurrence of each adjustment or readjustment pursuant to this Section 10, the Company at its expense shall promptly compute such adjustment or readjustment in accordance with the terms hereof and furnish to each holder of this Warrant a certificate setting forth such adjustment or readjustment and showing in detail the facts upon which such adjustment or readjustment is based. The Company shall, upon the written request, at any time, of any such holder, furnish or cause to be furnished to such holder a like certificate setting forth: (i) such adjustments and readjustments; (ii) the Exercise Price at the time in effect; and (iii) the number of shares and the amount, if any, of other property which at the time would be received upon the exercise of the Warrant.

11. **Registration Rights.** The shares of Common Stock issuable upon exercise of this Warrant shall have the registration rights set forth in the 2014 Unit Investor Rights Agreement attached as an exhibit to the Purchase Agreement.

12. **Right to Call**. The Company may call this Warrant for redemption upon written notice to all Purchasers of Units (each as defined in the Purchase Agreement) at any time the closing price of the Common Stock exceeds $3.75 (as adjusted pursuant to Section 10) for 20 consecutive trading days, as reported by Bloomberg, provided at such time there is an effective registration statement covering the resale of the Shares. In the 60 business days following the date the redemption notice is deemed given in accordance with Section 15(e) hereof (the "Exercise Period"), investors may choose to exercise this Warrant or a portion of the Warrant by paying the then applicable Exercise Price. Any Shares not exercised by 5:00 pm Eastern Time on the last day of the Exercise Period will be redeemed by the Company at $0.001 per share. Holder understands that the Placement Agent (as defined in the Purchase Agreement) shall be entitled to receive a warrant solicitation fee equal to 5% of the aggregate Exercise Price paid by Holder upon such exercise following a call for redemption by the Company. The Company shall direct the Holder to make such solicitation fee payment directly to the Placement Agent and the Holder shall comply with such direction.

13. **Reclassification; Reorganization; Merger.**

In case of any capital reorganization, other than in the cases referred to in Sections 10(a) and 10(b) hereof, or the consolidation or merger of the Company with or into another corporation (other than a merger or consolidation in which the Company is the continuing corporation and which does not result in any reclassification of the outstanding shares of Common Stock or the conversion of such outstanding shares of Common Stock into shares of other stock or other securities or property), or in the case of any sale, lease, or conveyance to another corporation of the property and assets of any nature of the Company as an entirety or substantially as an entirety (such actions being hereinafter collectively referred to as "Reorganizations"), there shall thereafter be deliverable upon exercise of this Warrant (in lieu of the number of Shares theretofore deliverable) the number of shares of stock or other securities or property to which a holder of the respective number of Shares which would otherwise have been deliverable upon the exercise of this Warrant would have been entitled upon such Reorganization if this Warrant had been exercised in full immediately prior to such Reorganization. In case of any Reorganization, appropriate adjustment, as determined in good faith by the Board of Directors of the Company, shall be made in the application of the provisions herein set forth with respect to the rights and interests of the Holder so that the provisions set forth herein shall thereafter be applicable, as nearly as possible, in relation to any shares or other property thereafter deliverable upon exercise of this Warrant. Any such adjustment shall be made by, and set forth in, a supplemental agreement between the Company, or any successor thereto) and the Holder, with respect to this Warrant, and shall for all purposes hereof conclusively be deemed to be an appropriate adjustment. The Company shall not effect any such Reorganization unless, upon or prior to the consummation thereof, the successor corporation, or, if the Company shall be the surviving corporation in any such Reorganization and is not the issuer of the shares of stock or other securities or property to be delivered to holders of shares of the Common Stock outstanding at the effective time thereof then such issuer, shall assume by written instrument the obligation to deliver to the Holder such shares of stock, securities, cash, or other property as such Holder shall be entitled to purchase in accordance with the foregoing provisions. In the event of sale, lease, or conveyance or other transfer of all or substantially all of the assets of the Company as part of a plan for liquidation of the Company, all rights to exercise this Warrant shall terminate thirty (30) days after the Company gives written notice to the Holder that such sale or conveyance or other transfer has been consummated.

The above provisions of this Section 13 shall similarly apply to successive reclassifications and changes of shares of Common Stock and to successive consolidations, mergers, sales, leases, or conveyances.

14. **Notice of Certain Events.**

In case at any time the Company shall propose:

(a) to pay any dividend or make any distribution on shares of Common Stock in shares of Common Stock or make any other distribution (other than regularly scheduled cash dividends which are not in a greater amount per share than the most recent such cash dividend) to all holders of Common Stock; or

(b) to issue any rights, warrants, or other securities to all holders of Common Stock entitling them to purchase any additional shares of Common Stock or any other rights, warrants, or other securities; or

(c) to effect any reclassification or change of outstanding shares of Common Stock or any consolidation, merger, sale, lease, or conveyance of property, as described in Section 13; or

(d) to effect any liquidation, dissolution, or winding-up of the Company; or

(e) to take any other action which would cause an adjustment to the Exercise Price;

then, and in any one or more of such cases, the Company shall give written notice thereof by registered mail, postage prepaid, to the Holder at the Holder's address as it shall appear in the Warrant Register, mailed at least fifteen (15) days prior to: (1) the date as of which the holders of record of shares of Common Stock to be entitled to receive any such dividend, distribution, rights, warrants, or other securities are to be determined, (2) the date on which any such reclassification, change of outstanding shares of Common Stock, consolidation, merger, sale, lease, conveyance of property, liquidation, dissolution, or winding-up is expected to become effective and the date as of which it is expected that holders of record of shares of Common Stock shall be entitled to exchange their shares for securities or other property, if any, deliverable upon such reclassification, change of outstanding shares, consolidation, merger, sale, lease, conveyance of property, liquidation, dissolution, or winding-up, or (3) the date of such action which would require an adjustment to the Exercise Price.

15 **Miscellaneous**.

(a) Additional Undertaking. The Holder hereby agrees to take whatever additional action and execute whatever additional documents the Company may deem necessary or advisable in order to carry out or effect one or more of the obligations or restrictions imposed on either the Holder or the shares of Common Stock issued upon exercise hereof pursuant to the provisions of this Warrant.

(b) Governing Law; Venue. This Warrant shall be governed by, and construed in accordance with, the laws of the State of Delaware without resort to that State's conflict-of-laws rules. Venue for any legal action hereunder shall be in the state or federal courts located in the Borough of Manhattan, New York, New York.

(c) Counterparts. This Warrant may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

(d) Successors and Assigns. The provisions of this Agreement shall inure to the benefit of, and be binding upon, the Company and its successors and assigns and upon the Holder, the Holder's permitted assigns and the legal representatives, heirs and legatees of the Holder's estate, whether or not any such person shall have become a party to this Warrant and have agreed in writing to join herein and be bound by the terms hereof.

(e) Notices. All notices, requests, demands and other communications given or made in accordance with the provisions of this Warrant shall be addressed (i) if to Holder, at such Holder's address, fax number or email address, as furnished to the Company on the signature page to the Purchase Agreement or as otherwise furnished to the Company by the Holder in writing, or (ii) if to the Company, to the attention of the President at such address, fax number or email address furnished to the Holder on the signature page to the Purchase Agreement or as otherwise furnished by the Company in writing, and shall be made or sent by a personal delivery or overnight courier, by registered, certified or first class mail, postage prepaid, or by facsimile or electronic mail with confirmation of receipt, and shall be deemed to be given on the date of delivery when made by personal delivery or overnight courier, 48 hours after being deposited in the U.S. mail, or upon confirmation of receipt when sent by facsimile or electronic mail. Any party may, by written notice to the other, alter its address, number or respondent, and such notice shall be considered to have been given three (3) days after the overnight delivery, airmailing, faxing or sending via e-mail thereof.

(f) Placement Agent's Fee and Expenses. Holder understands that, upon any exercise of this Warrant for cash within six months following the final Closing under the Purchase Agreement, the Placement Agent shall be entitled to receive a commission equal to 10% and a non-accountable expense allowance equal to 2% of the aggregate Exercise Price paid by Holder upon such exercise. The Company shall direct the Holder to make such commission and expense payment directly to the Placement Agent and the Holder shall comply with such direction.

[Signatures appear on the following page]

IN WITNESS WHEREOF, **Camp Nine, Inc.** has caused this Warrant to be executed by its officer thereunto duly authorized.

Dated as of **_____, 2014**.

CAMP NINE INC.

By: _____
Sergio Traversa, PharmD
Chief Executive Officer

HOLDER

The Holder has executed a Subscription Agreement with the Company which provides, among other things, that by executing the Subscription Agreement each Purchaser is deemed to have executed this Warrant in all respects and is bound to purchase the terms thereof as set forth in the Subscription Agreement.

NOTICE OF EXERCISE

To: **Camp Nine, Inc.**

(1) The undersigned hereby elects to purchase _____ (_____) shares of Common Stock of **Camp Nine, Inc.**, pursuant to the terms of the attached Warrant, and tenders herewith payment of the purchase price for such shares in full.

(2) Payment shall take the form of (check applicable box):

☐ lawful money of the United States; or

☐ the cancellation of such number of warrant Shares as is necessary, inaccordance with the formula set forth in subsection 3(c), to exercise this Warrant with respect to the number of warrant Shares for which the Warrant is being exercised pursuant to the cashless exercise procedure set forth in subsection 3(c).

(3) In exercising this Warrant, the undersigned hereby confirms and acknowledges that the shares of Common Stock have not been registered under the Securities Act of 1933, as amended (the "1933 Act"), and are restricted securities under the 1933 Act and that the undersigned will not offer, sell, or otherwise dispose of any such shares of Common Stock except under circumstances that will not result in a violation of the 1933 Act or any state securities laws.

(4) Please issue a certificate or certificates representing said shares of Common Stock in the name of the undersigned or in such other name as is specified below:

Name _____

(5) Please issue a new Warrant for the unexercised portion of the attached Warrant in the name of the undersigned or in such other name as is specified below:

Name _____

Name _____

Date: _____ Signature: _____

Exhibit 10.1

UNIT PURCHASE AGREEMENT
BY AND AMONG

CAMP NINE, INC.

AND

THE PURCHASERS PARTY HERETO

June 10, 2014

SCHEDULES AND EXHIBITS
TO
UNIT PURCHASE AGREEMENT

DISCLOSURE SCHEDULES

Schedule 3.1	Foreign Jurisdictions
Schedule 3.2	Subsidiaries
Schedule 3.5	Filings, Consents and Approvals
Schedule 3.7	Capitalization
Schedule 3.9	Absence of Changes
Schedule 3.10.1	Material Contracts
Schedule 3.10.4	Required Consents
Schedule 3.10.6	Acquisition Transactions
Schedule 3.11	Absense of Changes
Schedule 3.12	Title to properties and Assets; Liens
Schedule 3.13.1	Owned Intellectual Property and Licensed Intellectual Property
Schedule 3.13.3	Outstanding Options or Rights to Acquire Intellectual Property
Schedule 3.13.4	Alleged Violations of Intellectual Property Rights
Schedule 3.13.10	Infringement of Intellectual Property Rights
Schedule 3.14	Compliance
Schedule 3.15	Litigation
Schedule 3.16	Tax Returns and Payments
Schedule 3.17.1	Employees
Schedule 3.17.2	Employee Claims
Schedule 3.18.1	Employee Benefit Plans
Schedule 3.18.2	Compliance with ERISA and the Code
Schedule 3.20	Leased Real Property
Schedule 3.21.1	Material Collaborators
Schedule 3.21.2	Material Suppliers
Schedule 3.23.2	Clinical Studies, Tests and Trials
Schedule 3.23.3	FDA, Government and Other Regulatory Correspondence
Schedule 3.23.10	FDA, Government and Other Regulatory Action Notice
Schedule 3.29	Insurance

EXHIBITS

Exhibit A	Schedule of Purchasers
Exhibit B-1	Form of A Warrant
Exhibit B-2	Form of B Warrant
Exhibit C	Form of Legal Opinion
Exhibit D	Form of 2014 Investor Rights Agreement

CAMP NINE, INC.

UNIT PURCHASE AGREEMENT

THIS UNIT PURCHASE AGREEMENT (the "*Agreement*") is entered into on June 10, 2014 by and among Camp Nine, Inc., a Nevada corporation (the "*Company*") and the purchasers identified on Exhibit A on the date hereof (which purchasers are hereinafter collectively referred to as the "*Purchasers*" and each individually as, a "*Purchaser*").

BACKGROUND

A. Unless otherwise defined in this Agreement, capitalized terms used in this Agreement shall have the respective meanings ascribed to such terms in Section 9.

B. The Company has authorized a total of 100,000,000 shares, consisting of: (1) 90,000,000 shares of Common Stock, par value $0.001 per share (the "*Common Stock*"), and (2) 10,000,000 shares of preferred stock, par value $0.001 per share, of which 3,500,000 shares are designated as Class A Convertible Preferred Stock (the "*Series A Preferred Stock*").

C. Each Purchaser desires to purchase units ("*Units*") of securities of the Company on the terms and conditions set forth herein.

D. The Company desires to issue and sell the Units to each Purchaser in one or more closings (each a "*Closing*" and collectively the "*Closings*") as set forth herein.

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

1. AGREEMENT TO SELL AND PURCHASE.

1.1. Authorization of Shares and Warrants. The board of directors of the Company has authorized the sale of up to 100 Units, with each Unit consisting of 66,666 shares of Common Stock and warrants (the "*Warrants*") consisting of (a) an A Warrant to purchase 66,666 shares of Common Stock at an exercise price of $1.50 per share for a period of 120 days following the Final Closing, and (b) a B Warrant to purchase 33,333 shares of Common Stock at an exercise price of $2.25 per share for a period of 5 years following the Final Closing, (the "*Warrant Shares*" and together with the Units, the shares of Common Stock, the Warrants and the Warrant Shares, collectively the "*Securities*").

1.2. Initial Sale and Purchase of Units. Subject to the terms and conditions hereof, and in reliance upon the representations, warranties and covenants contained herein, at the Initial Closing, the Company shall issue and sell to each Purchaser, and each Purchaser shall purchase from the Company, the number of Units set forth opposite such Purchaser*'s name* on Exhibit A under the "Initial Units" column, at a purchase price of $100,000 per Unit (subject to appropriate and proportionate adjustment for stock dividends payable in shares of, stock splits and other subdivisions and combinations of, and recapitalizations and like occurrences with respect to, the Common Stock, the "*Per Unit Purchase Price*"). The minimum purchase price by each Purchaser is one Unit, unless the Company and the Placement Agent agree, i*n their mu*tual *discretion*, to allow a Purchaser to purchase a partial Unit.

1.3. Subsequent Sales and Purchases of Units. Subject to the terms and conditions hereof, and in reliance upon the representations, warranties and covenants contained herein, at each subsequent Closing, the Company shall issue and sell to each Purchaser who is identified as a "Subsequent Closing Purchaser" on Exhibit A (each, a "*Subsequent Closing Purchaser*"), and each Subsequent Closing Purchaser shall purchase from the Company, the number Units set forth opposite such Purchaser's name on Exhibit A at the Per Unit Purchase Price.

1.4. Issuance of Warrants. The Warrants shall be in form and substance substanti*ally the same as the fo*rm of A Warrant in Exhibit B-1 and the form of B Warrant in Exhibit B-2.

2. CLOSINGS, DELIVERY AND PAYMENT.

2.1. Initial Closing. Subject to the conditions set forth in Section 5, the initial closing of the sale and purchase of the Units (the "*Initial Closing*"), shall take place electronically on such date and at such time as is agreed between the Company and the Placement Agent, in no event later than July 31, 2014, which date may be extended by the Company and the Placement Agent in their mutual discretion, to a date no later than September 1, 2014 without further notice to investors (the "*Initial Closing Date*"). The Units sold at the Initial Closing are sometimes referred to herein as "*Initial Units*."

2.2. Subsequent Closings. Subject to the conditions set forth in Section 5, each Subsequent Closing shall take place electronically on such date, up to and including July 31, 2014 (subject to the right of the Company and the Placement to extend the offering, in their mutal discretion, to a date no later than September 1, 2014), as the Company and the Placement Agent may designate (each a "*Subsequent Closing Date*"). Subject to the foregoing, at Subsequent Closings, the Company may sell in the aggregate up to the authorized number of Units less the number of Units sold in all prior Closings up to a maximum of 100 Units. The Units sold at the Subsequent Closings are sometimes referred to herein as "*Subsequent Units*."

2.3. Delivery; Payment. At each Closing, subject to the terms and conditions hereof, the Company will deliver to the Purchasers certificates representing the number of shares of Common Stock and corresponding Warrants to be purchased at such Closing by the Purchasers or the Subsequent Closing Purchasers, as the case may be, against payment of the full amount of the Purchase Price therefor in cash by wire transfer of immediately available funds. Unless otherwise requested by any Purchaser, each Purchaser will receive at such Closing, one (1) certificate registered in its name representing the shares of Common Stock included in the Units purchased by such Purchaser and one (1) A Warrant and one (1) B Warrant for each Unit purchased by such Purchaser or Subsequent Closing Purchaser, as the case may be, at such Closing. The Company and the Placement Agent, in their mutual discretion, may allow a Purchaser to purchase a partial Unit, in which case the Purchaser shall receive a certificate representing the appropriate number of shares of Common Stock included in such partial Unit and a partial A Warrant and partial B Warrant for the appropriate number of corresponding Warrant Shares.

3. REPRESENTATIONS AND WARRANTIES OF THE COMPANY.

The Company represents and warrants to each of the Purchasers that the statements made in this Section 3, except as qualified in the disclosure schedules referenced herein and attached hereto (the "*Schedules*"), are true and correct on the date hereof and shall be true and correct as of each Subsequent Closing Date, except as qualified by any updated Schedules delivered at the Subsequent Closing in accordance with Section 5.1.1 hereof, all of which qualifications in the Schedules attached hereto and updated Schedules delivered at the Subsequent Closing shall be deemed to be representations and warranties as if made hereunder. The Schedules shall be arranged to correspond to the numbered paragraphs contained in this Section 3, and the disclosure in any paragraph of the Schedules shall qualify other subsections in Section 3 only to the extent that it is readily apparent from a reading of the disclosure that such disclosure is applicable to such other subsections. For purposes of this Section 3, "knowledge" shall mean the personal knowledge of any of the Company's officers or directors or what they would have known upon having made reasonable inquiry.

3.1. Organization, Good Standing and Qualification. The Company is a corporation duly incorporated, validly existing and in good standing under the corporate and general laws of the State of Nevada. Each of the other Relmada Entities is a corporation duly incorporated, validly existing and in good standing under the laws of its jurisdiction of incorporation. Each Relmada Entity has all requisite corporate power and authority to own and operate its properties and assets. Neither the Company nor any Relmada Entity is in violation nor default of any of the provisions of its respective certificate or articles of incorporation, bylaws or other organizational or charter documents. Each of the Company and the Relmada Entities is duly qualified to conduct business and is in good standing as a foreign corporation or other entity in each jurisdiction set forth on Schedule 3.1, except where the failure to be so qualified or in good standing, as the case may be, could not have or reasonably be expected to result in: (i) a material adverse effect on the legality, validity or enforceability of any Transaction Document, (ii) a material adverse effect on the results of operations, assets, business, prospects or condition (financial or otherwise) of the Company and the Relmada Entities, taken as a whole, or (iii) a material adverse effect on the Company's ability to perform in any material respect on a timely basis its obligations under any Transaction Document (any of (i), (ii) or (iii), a "Material Adverse Effect") and no Proceeding has been instituted in any such jurisdiction revoking, limiting or curtailing or seeking to revoke, limit or curtail such power and authority or qualification.

3.2. Subsidiaries. Schedule 3.2 contains a true and complete list of each of the Relmada Entities and their respective jurisdictions of organization. Except as set forth on Schedule 3.2, no Relmada Entity owns or controls any ownership interest or profits interest in any other corporation, limited liability company, limited partnership or other entity. The Company owns, directly or indirectly, all of the capital stock or other equity interests of each Relmada Entity free and clear of any Liens, and all of the issued and outstanding shares of capital stock of each Relmada Entity are validly issued and are fully paid, non-assessable and free of preemptive and similar rights to subscribe for or purchase securities. Except as set forth on Schedule 3.2, no Relmada Entity is a participant in any joint venture, partnership or similar arrangement.

3.3. Authorization; Enforcement. The Company has the requisite corporate power and authority to enter into and to consummate the transactions contemplated by this Agreement and each of the other Transaction Documents and otherwise to carry out its obligations hereunder and thereunder. The execution and delivery of this Agreement and each of the other Transaction Documents by the Company and the consummation by it of the transactions contemplated hereby and thereby have been duly authorized by all necessary action on the part of the Company and no further action is required by the Company, the Board of Directors or the Company's stockholders in connection herewith or therewith other than in connection with the Required Approvals. This Agreement and each other Transaction Document to which it is a party has been (or upon delivery will have been) duly executed by the Company and, when delivered in accordance with the terms hereof and thereof, will constitute the valid and binding obligation of the Company enforceable against the Company in accordance with its terms, except: (i) as limited by general equitable principles and applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally, (ii) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies and (iii) insofar as indemnification and contribution provisions may be limited by applicable law.

3.4. No Conflicts. The execution, delivery and performance by the Company of this Agreement and the other Transaction Documents to which it is a party, the issuance and sale of the Securities and the consummation by it of the transactions contemplated hereby and thereby do not and will not: (i) conflict with or violate any provision of the Company's or any Relmada Entities' certificate or articles of incorporation, bylaws or other organizational or charter documents, (ii) conflict with, or constitute a default (or an event that with notice or lapse of time or both would become a default) under, result in the creation of any Lien upon any of the properties or assets of the Company or any Relmada Entities, or give to others any rights of termination, amendment, acceleration or cancellation (with or without notice, lapse of time or both) of, any agreement, credit facility, debt or other instrument (evidencing a Company or Relmada Entities debt or otherwise) or other understanding to which the Company or any Relmada Entities is a party or by which any property or asset of the Company or any Relmada Entities is bound or affected, or (iii) subject to the Required Approvals, conflict with or result in a violation of any law, rule, regulation, order, judgment, injunction, decree or other restriction of any court or governmental authority to which the Company or a Relmada Entities is subject (including federal and state securities laws and regulations), or by which any property or asset of the Company or a Relmada Entities is bound or affected; except in the case of each of clauses (ii) and (iii), such as could not have or reasonably be expected to result in a Material Adverse Effect.

3.5. Filings, Consents and Approvals. Except as set forth on Schedule 3.5, the Company is not required to obtain any consent, waiver, authorization or order of, give any notice to, or make any filing or registration with, any court or other federal, state, local or other governmental authority or other Person in connection with the execution, delivery and performance by the Company of the Transaction Documents, other than: (i) the filing of the Registration Statement in accordance with the 2014 Investor Rights Agreement, a copy of which is attached hereto as Exhibit D and (ii) the filing of Form D with the Securities and Exchange Commission (the "Commission") and such filings as are required to be made under applicable state securities laws (collectively, the "Required Approvals").

3.6. Issuance of the Securities. The Units, the shares of Common Stock and the Warrants are duly authorized and, when issued and paid for in accordance with the applicable Transaction Documents, will be duly and validly issued, fully paid and nonassessable, free and clear of all Liens imposed by the Company other than restrictions on transfer provided for in the Transaction Documents. The Warrant Shares, when issued in accordance with the terms of the Warrants, will be validly issued, fully paid and nonassessable, free and clear of all Liens imposed by the Company other than restrictions on transfer provided for in the Transaction Documents. The Company has reserved from its duly authorized capital stock a number of shares of Common Stock for issuance of the Warrant Shares on the date hereof.

3.7. Capitalization. The capitalization of the Company is as set forth on Schedule 3.7, which Schedule 3.7 shall also include the number of shares of Common Stock and Preferred Stock owned beneficially, and of record, by Affiliates of the Company as of the date hereof. No Person has any right of first refusal, preemptive right, right of participation, or any similar right to participate in the transactions contemplated by the Transaction Documents. Except as a result of the purchase and sale of the Securities, and except as set forth on Schedule 3.7, 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 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. The issuance and sale of the Securities will not obligate the Company to issue shares of Common Stock or other securities to any Person (other than the Purchasers) 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. 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. No further approval or authorization of any stockholder, the Board of Directors or others is required for the issuance and sale of the Securities. There are no stockholders agreements, voting agreements or other similar agreements with respect to the Company's capital stock to which the Company is a party or, to the knowledge of the Company, between or among any of the Company's stockholders.

3.8. Shell Company Status; SEC Filings; Financial Statements. The Company was an issuer subject to Rule 144(i) under the Securities Act prior to May 20, 2014. The Company has filed all reports, schedules, forms, statements and other documents required to be filed by the Company under the Securities Act and the Exchange Act, including pursuant to Section 13(a) or 15(d) thereof, for the two years preceding the date hereof (or such shorter period as the Company was required by law or regulation to file such material) (the foregoing materials and any amendments filed through the date hereof, including the exhibits thereto and documents incorporated by reference therein, being collectively referred to herein as the "SEC Reports") on a timely basis or has received a valid extension of such time of filing and has filed any such SEC Reports prior to the expiration of any such extension. To our knowledge, for SEC Reports filed prior to May 20, 2014, the date on which the transactions contemplated by the share exchange agreement between the Company and Relmada Therapeutics, Inc. were consummated (the "Reverse Merger"), and as of their respective dates, for SEC Reports filed after May 20, 2014, the SEC Reports complied in all material respects with the requirements of the Securities Act and the Exchange Act, as applicable, and 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. To our knowledge, any SEC Report filed on or prior to May 20, 2014and as of the date hereof, for SEC Reports filed after May 20, 2014, 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 Commission with respect thereto as in effect at the time of filing. The audited financial statements and related footnotes of the Company for the twelve months ended December 31, 2013 and 2012 are included in the Memorandum as Appendix A1 and unaudited financial statements and related footnotes of the Company for the three months ended March 31, 2014 and 2013 are included in the Memorandum as Appendix A2 (the "*Financial Statements*"). The financial statements of the Company included in the Memorandum 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 the Relmada Entities as of and for the dates thereof and the results of operations and cash flows for the periods then ended, subject to normal, immaterial, year-end audit adjustments. For purposes of this Section 3.1, December 31, 2013 is referred to as the "Balance Sheet Date".

3.9. Absence of Liabilities. Material Changes; Undisclosed Events, Liabilities or Developments. Since the Balance Sheet Date: (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 Commission, (iii) the Company has not altered its method of accounting, (iv) the Company has not declared or made any dividend or distribution of cash or other property to its stockholders or purchased, redeemed or made any agreements to purchase or redeem any shares of its capital stock and (v) the Company has not issued any equity securities to any officer, director or Affiliate, except pursuant to existing Company stock option plans. Except for the issuance of the Securities contemplated by this Agreement or as set forth on Schedule 3.9, no event, liability, fact, circumstance, occurrence or development has occurred or exists or is reasonably expected to occur or exist with respect to the Company or its Subsidiaries or their respective businesses, properties, operations, assets or financial condition, that would be required to be disclosed by the Company under applicable securities laws at the time this representation is made or deemed made.

3.10. Agreements; Action.

3.10.1. Disclosure. Schedule 3.10.1 sets forth a complete and accurate list of all the following Contracts to which the Company and any Relmada Entity or any of their respective properties or assets are a party or otherwise bound (each a "*Material Contract*"):

(a) Contracts not made in the ordinary course of business;

(b) each Contract pursuant to which (x) any Relmada Entity is granted rights to, or ownership in, any Intellectual Property by any other Person (excluding "shrink wrap" licenses for generally available, commercial, off-the-shelf Software that has not been modified), (y) any Relmada Entity purchases radioactive isotopes, components, raw materials, equipment, instruments, and other supplies and machinery that are material to the Relmada Entities' businesses, or supplies any other Person with any radioactive isotopes, components, raw materials, equipment, instruments, and other supplies and machinery, or (z) any Relmada Entity grants another person rights to, or ownership in, any Intellectual Property;

(c) Contracts relating to any feasibility, preclinical, clinical or other study, test or trial conducted by or on behalf of, or sponsored by, any Relmada Entity or in which any Relmada Entity or any of its drug compounds or pharmaceutical products (collectively, the "Products") is participating;

(d) Contracts relating to the manufacture or production of any of the Products;

(e) Contracts among one or more stockholders of any Relmada Entity which by their respective terms require performance after the date hereof;

(f) Contracts or commitments involving future expenditures, actual or potential, in excess of $50,000 after the date hereof;

(g) Contracts or commitments for the performance of services for any Relmada Entity by a third party which has a term of one (1) year or more;

(h) Contracts or commitments to perform services which obligates any Relmada Entity to perform services which has a term of one (1) year or more;

(i) Contracts or commitments relating to commission arrangements with any other Person;

(j) Contracts (A) to employ, engage or terminate officers or other personnel and other Contracts with present or former officers, directors and other personnel of any Relmada Entity which by their respective terms require performance after the date hereof, or (B) that will result in the payment by any Relmada Entity of, or the creation of any Liability on the part of any Relmada Entity to pay, any severance, termination, "golden parachute," or other similar payments to any present or former officers, directors or other personnel following termination of employment or engagement or otherwise;

(k) indemnification agreements;

(l) any lease under which any Relmada Entity is either lessor or lessee of personal property requiring annual lease payments (including rent and any other charges) in excess of $50,000, and any lease under which any Relmada Entity is either lessor or lessee of any real property, including any Real Property Lease;

(m) promissory notes, loans, agreements, indentures, evidences of indebtedness, letters of credit, guarantees, or other instruments relating to an obligation to pay money, whether any Relmada Entity shall be the borrower, lender or guarantor thereunder (excluding credit provided by any Relmada Entity in the ordinary course of business to purchasers of its products or services and obligations to pay vendors in the ordinary course of business and consistent with past practice);

(n) Contracts containing covenants limiting the freedom of any Relmada Entity to engage in any activity anywhere in the world;

(o) Contracts between any Relmada Entity and any United States federal, state or local government or any foreign government, or any Governmental or Regulatory Authority, or any agency or department thereof, or with any educational institution or part thereof;

(p) any Contract or commitment for any charitable or political contribution by any Relmada Entity;

(q) any power of attorney granted by any Relmada Entity in favor of any Person;

(r) Contracts pertaining to any joint ventures, partnerships or similar arrangements;

(s) any Contract or other arrangement with an Affiliate; and

(t) any Contract not otherwise required to be listed pursuant to Subsections (a) – (s) above and with respect to which the consequences of a default, non-renewal or termination could reasonably be expected to have a Material Adverse Effect in the absence of a replacement Contract or arrangement therefor.

3.10.2. The Company has provided or made available true and complete copies of all of the Material Contracts to the Purchasers. Each of the Material Contracts is (a) in full force and effect, (b) a valid and binding obligation of, and is enforceable in accordance with its terms against the applicable Relmada Entity that is party thereto and, to the knowledge of the Company, each of the other parties thereto, except as such enforceability may be limited by bankruptcy, insolvency, moratorium or other law affecting the enforcement of creditors' rights generally or by general equitable principles, (c) except for those Material Contracts disclosed pursuant to Section 3.10.1(a) and identified as such, was made in the ordinary course of business, and (d) contains no provision or covenant prohibiting or limiting the ability of any Relmada Entity to operate its business in the manner in which it is currently operated.

3.10.3. To the best of the Company's knowledge, each Relmada Entity has in all material respects performed the obligations required to be performed by it to date under each Material Contract to which it is a party and is not in default or breach thereof, and no event or condition has occurred, whether with or without the passage of time or the giving of notice, or both, that would constitute such a breach or default. No Relmada Entity or any other party to any Material Contract has provided any notice to the other party or to any Relmada Entity, as applicable, of its intent to terminate, withdraw its participation in, or not renew any such Material Contract. No Relmada Entity has, and to the knowledge of the Company, no other party to any Material Contract has, threatened to terminate, withdraw from participation in, or not renew any such Material Contract. To the knowledge of the Company, no other party to any Material Contract is in breach or default under any provision thereof, and no event or condition has occurred, whether with or without the passage of time or the giving of notice, or both, that would constitute such a breach or default.

3.10.4. Except as set forth on Schedule 3.10.4, no Consent of any party to any Material Contract is required in connection with the transactions contemplated by this Agreement and the other Transaction Documents.

3.10.5. The execution, delivery and performance of this Agreement and the other Transaction Documents do not and will not (a) result in or give to any Person any right of termination, non-renewal, cancellation, withdrawal, acceleration or modification in or with respect to any Material Contract, (b) result in or give to any Person any additional rights or entitlement to increased, additional, accelerated or guaranteed payments under any such Material Contract or (c) result in the creation or imposition of any Liability or any Encumbrances upon the Relmada Intellectual Property or any Relmada Entity's assets under the terms of any such Material Contract.

3.10.6. Except as set forth on Schedule 3.10.6, no Relmada Entity or any representative thereof has engaged in the past twelve (12) months in any discussions regarding, and is not a party to or otherwise bound by any Contract in respect of, (a) any purchase, lease, license or other acquisition of any other Person, whether by equity purchase, merger, consolidation, reorganization or otherwise, or all or substantially all of the assets of any other Person, or the entering into by any Relmada Entity of any share exchange with any other Person, (b) Acquisition Transaction (as such term is defined in the Company's Certificate of Incorporation, as amended (the "*Certificate*") with respect to any of the Relmada Entities, or (c) Liquidation (as such term is defined in the Certificate) with respect to any of the Relmada Entities.

3.11. Changes. Except as set forth on Schedule 3.11, since the Statement Date, there has not been:

3.11.1. any effect, event, condition or circumstance (including, without limitation, the initiation of any litigation or other legal, regulatory or investigative proceeding) against the Company that individually or in the aggregate, with or without the passage of time, the giving of notice, or both, has had or could reasonably be expected to have a Material Adverse Effect;

3.11.2. any resignation or termination of any director, officer, employee or consultant of any Relmada Entity, and no Relmada Entity has received notification of any impending resignation from any such Person;

3.11.3. any material change in the contingent obligations of any Relmada Entity by way of guaranty, endorsement, indemnity, warranty or otherwise;

3.11.4. any material damage, destruction or loss adversely affecting the assets, properties, business, financial condition or prospects of any Relmada Entity, whether or not covered by insurance;

3.11.5. any waiver by any Relmada Entity of a valuable right or of any debt;

3.11.6. any change in any compensation arrangement or agreement with any employee, consultant, officer, director or stockholder of any Relmada Entity that would increase the cost of any such agreement or arrangement to any Relmada Entity by more than $10,000 in each instance;

3.11.7. any labor organization activity of the employees of any Relmada Entity;

3.11.8. any declaration or payment of any dividend or other distribution of the assets of any Relmada Entity;

3.11.9. any change in the accounting methods or practices followed by any Relmada Entity;

3.11.10. any development, event, change, condition or circumstance that constitutes, whether with or without the passage of time or the giving of notice or both, a default under any Relmada Entity's outstanding debt obligations; or

3.11.11. any Contract or commitment made by any Relmada Entity to do any of the foregoing.

3.12. Title to Properties and Assets; Liens, etc. Except as set forth on Schedule 3.12, the Company and each Relmada Entity has good and marketable title to the properties and assets it owns, and the Company and each Relmada Entity has a valid license in all properties and assets licensed by it, including the properties and assets reflected as owned in the most recent balance sheet included in the Financial Statements, and has a valid leasehold interest in its leasehold estates, in each case subject to no Encumbrance, other than those resulting from Taxes which have not yet become delinquent or those of the lessors of leased property or assets. All facilities, machinery, equipment, fixtures, vehicles and other properties owned, leased or used by each of the Relmada Entities are in good operating condition and repair, ordinary wear and tear excepted and are fit and usable for the purposes for which they are being used. Each Relmada Entity is in compliance with all terms of each lease to which it is a party or is otherwise bound.

3.13. Intellectual Property.

3.13.1. All registrations and applications for registration of all Owned Intellectual Property and all Licensed Intellectual Property (collectively, the "*Relmada Intellectual Property*") and applications in process for the Owned Intellectual Property and the Licensed Intellectual Property are identified, by the Company and each Relmada Entity, on Schedule 3.13.1, identifying with respect to each such item of Relmada Intellectual Property, (a) the owner(s) thereof, (b) the jurisdiction(s) of registration, (c) the applicable registration or serial number, if any, (d) the date of expiration, if any, and (e) in the case of Licensed Intellectual Property, whether the applicable Company and/or Relmada Entity's rights with respect thereto are exclusive. Except as set forth on Schedule 3.13.1 and identified as such, neither the Company nor any Relmada Entity has licensed any Intellectual Property to or from any Person. All of the registrations and applications for registration of the Relmada Intellectual Property are valid, subsisting and in full force and effect, and all actions and payments necessary for the maintenance and continuation of such Relmada Intellectual Property have been taken or paid on a timely basis. Each Relmada Entity owns or possesses sufficient legal rights to use all of the Relmada Intellectual Property and the exclusive right to use all Owned Intellectual Property and all Licensed Intellectual Property which is identified in Schedule 3.13.1 as being exclusively licensed to any Relmada Entity.

3.13.2. To the knowledge of the Company, the business as currently conducted and as proposed to be conducted by the Relmada Entities has not and will not constitute any infringement of the Intellectual Property rights of any other Person. To the knowledge of the Company, the development of Product candidates and the use, manufacture or sale of the Relmada Entities' Products based on the Relmada Intellectual Property does not, and will not, infringe the Intellectual Property rights of any third Person. To the knowledge of the Company, no employee or agents of the Relmada Entities has misappropriated the Intellectual Property rights of any Person.

3.13.3. Except as set forth on Schedule 3.13.3, there are no outstanding options or other rights to acquire any Relmada Intellectual Property. To the knowledge of the Company, each licensor of the Licensed Intellectual Property is the sole and exclusive owner of such Licensed Intellectual Property and has the sole and exclusive right and authority to grant licenses to such Licensed Intellectual Property.

3.13.4. Except as set forth on Schedule 3.13.4, no Relmada Entity has received any communications alleging or suggesting that it has violated or, by conducting its business as currently conducted or proposed to be conducted, would infringe or misappropriate any of the Intellectual Property rights of any other Person.

3.13.5. It is not necessary to the business of any Relmada Entity, as currently conducted or as proposed to be conducted, to utilize any inventions, trade secrets or proprietary information of any of its employees, agents, developers, consultants or contractors made prior to their employment by or service to such Relmada Entity, except for inventions, trade secrets or proprietary information that have been assigned or licensed to any Relmada Entity.

3.13.6. Since the date of the Company's incorporation, there has not been any sale, assignment or transfer of any Relmada Intellectual Property or other intangible assets of any Relmada Entity.

3.13.7. No Relmada Intellectual Property is subject to any interference, reissue, reexamination, opposition or cancellation proceeding or any other Legal Proceeding or subject to or otherwise bound by any outstanding Order or Contract (other than in the case of any Licensed Intellectual Property, the Contract pursuant to which the Company licenses the rights to such Licensed Intellectual Property) that restricts in any manner the use, transfer or licensing thereof by any Relmada Entity or may affect the validity, use or enforceability of such Relmada Intellectual Property. No Relmada Entity has any knowledge of any fact or circumstance that would render any portion of the Relmada Intellectual Property invalid or unenforceable.

3.13.8. Each current and former officer, employee, agent, developer, consultant and contractor who (a) has had or has access to any Relmada Intellectual Property has executed a confidentiality and nondisclosure agreement that protects the confidentiality of the trade secrets of the Relmada Intellectual Property; and (b) contributed to or participated in the creation and/or development of the Relmada Intellectual Property either: (i) is a party to a "work made for hire" agreement under which one or more Relmada Entities is deemed to be the original owner/author of all right, title and interest in the Intellectual Property created or developed by such Person; or (ii) has executed an assignment or an agreement to assign in favor of one or more Relmada Entities of all such Person's right, title and interest in the Intellectual Property.

3.13.9. The execution and delivery of this Agreement and the other Transaction Documents and consummation of the transactions contemplated hereby and thereby will not result in the breach of, or create on behalf of any third party the right to terminate or modify, any license, sublicense, agreement or permission: (a) relating to or affecting any Relmada Intellectual Property; or (b) pursuant to which any Relmada Entity is granted a license or otherwise authorized to use any third party Intellectual Property.

3.13.10. Except as set forth on Schedule 3.13.10, to the knowledge of the Company, no Person is infringing, violating, misappropriating or making unauthorized use of any of the Relmada Intellectual Property. The Relmada Entities have enforced and taken such commercially reasonable steps as are necessary to protect and preserve all rights in the Relmada Intellectual Property against the infringement, violation, misappropriation and unauthorized use thereof by any Person. Each Relmada Entity has the right to: (a) bring actions for past, present and future infringement, dilution, misappropriation or unauthorized use of any Relmada Intellectual Property owned or licensed by such Relmada Entity, injury to goodwill associated with the use of any such Relmada Intellectual Property, unfair competition or trade practices violations of and other violation of such Relmada Intellectual Property; and (b) with respect to the Relmada Intellectual Property owned exclusively by any one or more Relmada Entities, receive all proceeds from the foregoing set forth in subsection (a) hereof, including, without limitation, licenses, royalties income, payments, claims, damages and proceeds of suit.

3.14. Compliance with Other Instruments. Except as set forth on Schedule 3.14, no Relmada Entity is (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 relating to taxes, 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.

3.15. Litigation. Except as set forth on Schedule 3.15, there is no Legal Proceeding pending or, to the knowledge of the Company, threatened against the Company or any Relmada Entity or any investigation of the Company or any Relmada Entity, nor is the Company aware of any fact that would make any of the foregoing reasonably likely to arise. No Relmada Entity is a party or subject to the provisions of any Order. Except as set forth on Schedule 3.15, there is no Legal Proceeding by the Company or any Relmada Entity currently pending or that the Company or any Relmada Entity intends to initiate. Neither the Company nor Relmada Entity, nor any director or officer thereof, is or has been the subject of any Order involving 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 Commission involving the Company or any current or former director or officer of the Company.

3.16. Tax Returns and Payments.

3.16.1. Except as set forth on Schedule 3.16, the Company and each Relmada Entity has timely filed all Tax Returns required to be filed by it, and each Relmada Entity has timely paid all Taxes owed (whether or not shown on any Tax Return). All such Tax Returns were complete and correct, and such Tax Returns correctly reflected the facts regarding the income, business, assets, operations, activities, status and other matters of such Relmada Entity and any other information required to be shown thereon. The Company and each Relmada Entity has withheld and paid all Taxes required to have been withheld and paid in connection with amounts paid or owing to any Employee, creditor, independent contractor, shareholder, member or other third party. The Company and each Relmada Entity has established adequate reserves for all Taxes accrued but not yet payable. The Company nor any Relmada Entity has been audited by nor have issues been raised or adjustments made or proposed by any tax authority in connection with any such Taxes or Tax Returns. No deficiency assessment with respect to or proposed adjustment of any Company and/or Relmada Entity's Taxes is pending or, to the knowledge of the Company, threatened. There is no tax lien (other than for current Taxes not yet due and payable), imposed by any taxing authority, outstanding against the assets, properties or the business of any Relmada Entity.

3.16.2. the Company nor any Relmada Entity has agreed to make any adjustment under Section 481(a) of the Internal Revenue Code of 1986, as amended (the "*Code*") (or any corresponding provision of state, local or foreign tax law) by reason of a change in accounting method or otherwise, and no Relmada Entity will be required to make any such adjustment as a result of the transactions contemplated by this Agreement. Neither the Company nor any Relmada Entity has been or is a party to any tax sharing or similar agreement. No Relmada Entity is or has ever been, a party to any joint venture, partnership, limited liability company, or other arrangement or Contract which could be treated as a partnership for federal income tax purposes. No Relmada Entity is or has ever been, a "United States real property holding corporation" as that term is defined in Section 897 of the Code.

3.17. Employees.

3.17.1. All of the employees of the Company and each Relmada Entity (the "*Employees*") are identified, by the Company and/or Relmada Entity, on Schedule 3.17.1. Except as set forth on Schedule 3.17.1, (a) neither the Company nor any Relmada Entity has, or has ever had any, collective bargaining agreements with any of its employees; (b) there is no labor union organizing activity pending or, to the knowledge of the Company, threatened with respect to the Company or any Relmada Entity; (c) no Employee has or is subject to any agreement or Contract to which the Company or any Relmada Entity is a party (including, without limitation, licenses, covenants or commitments of any nature) regarding his or her employment or engagement; (d) to the best of the Company's knowledge, no Employee is subject to Order, that would interfere with his or her duties to the Company or any Relmada Entities or that would conflict with the Company or any Relmada Entities' businesses as currently conducted and as proposed to be conducted; (e) no Employee is in violation of any term of any employment contract, proprietary information agreement or any other agreement relating to the right of any such Person to be employed by, or to contract with, the Company or any Relmada Entity; (f) to the best of the Company's knowledge, the continued employment by the Company or any Relmada Entity of its present Employees, and the performance of their respective duties to such Relmada Entity, will not result in any violation of any term of any employment contract, proprietary information agreement or any other agreement relating to the right of any such individual to be employed by, or to contract with, the Company or any Relmada Entity, and neither the Company nor any Relmada Entity has received any written notice alleging that such violation has occurred; (g) no Employee or consultant has been granted the right to continued employment by or service to the Company or any Relmada Entity or to any compensation following termination of employment with or service to the Company or any Relmada Entity; and (h) neither the Company nor any Relmada Entity has any present intention to terminate the employment or engagement or service of any officer or any significant Employee or consultant.

3.17.2. Except as set forth on Schedule 3.17.2, there are no outstanding or, to the knowledge of the Company, threatened claims against the Company or any Relmada Entity or any Affiliate (whether under federal or state law, under any employment agreement, or otherwise) asserted by any present or former Employee or consultant of the Company or any Relmada Entity. Neither the Company nor any Relmada Entity is in violation of any law or Requirement of Law concerning immigration or the employment of persons other than U.S. citizens.

3.18. Pension and Other Employee Benefit Plans.

3.18.1. There are set forth or identified in Schedule 3.18.1 all of the plans, funds, policies, programs and arrangements sponsored or maintained by the Company or any Relmada Entity on behalf of any Employee or former employee of the Company or any Relmada Entity (or any dependent or beneficiary of any such Employee or former employee) with respect to (a) deferred compensation or retirement benefits; (b) severance or separation from service benefits (other than those required by law); (c) incentive, performance, stock, share appreciation or bonus awards; (d) health care benefits; (e) disability income or wage continuation benefits; (f) supplemental unemployment benefits; (g) life insurance, death or survivor's benefits; (h) accrued sick pay or vacation pay; or (i) any other material benefit offered under any arrangement constituting an "employee benefit plan" within the meaning of Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("*ERISA*") and not excepted by Section 4 of ERISA (the foregoing being collectively called "*Employee Benefit Plans*"). Schedule 3.18.1 sets forth all such Employee Benefit Plans subject to the provisions of Section 412 of the Code as well as any "multi-employer plans" within the meaning of Section 3(37) of ERISA or Section 4001(a)(3) of ERISA. Except as set forth on Schedule 3.18.1, the transactions contemplated by this Agreement will not result in any payment or series of payments by the Purchasers the Company or any Relmada Entity of an "excess parachute payment" within the meaning of Section 280G of the Code or any other severance, bonus or other payment on account of such transactions. Except as set forth on Schedule 3.18.1, none of the Employee Benefit Plans is under investigation or audit by either the United States Department of Labor, the Internal Revenue Service or any other Governmental or Regulatory Authority.

3.18.2. Except as set forth on Schedule 3.18.2, (a) each Relmada Entity has complied with its obligations under all applicable Requirements of Law including, without limitation, of ERISA and the Code with respect to such Employee Benefit Plans and all other arrangements that provide compensation or benefits to any Employee and the terms thereof, whether or not such person is directly employed by any Relmada Entity and (b) there are no pending or, to the knowledge of the Company, threatened actions or claims for benefits by any Employee, other than routine claims for benefits in the ordinary course of business. No Employee Benefit Plan provides any benefits to any former employees.

3.18.3. All Employee Benefit Plans that are intended to meet the requirements of Section 401(a) of the Code have been determined by the Internal Revenue Service to meet such requirements and have at all times operated in compliance with such requirements.

3.18.4. All employment Taxes, premiums for employee benefits provided through insurance, contributions to Employee Benefit Plans, and all other compensation and benefits to which Employees are entitled, have been timely paid or provided as applicable, and there is no liability for any such payments, contributions or premiums.

3.19. Registration Rights. Except as required pursuant to the Investor Rights Agreement entered into on May 12, 2014 and May __, 2014, neither the Company nor any Relmada Entity is under any obligation, or has granted any rights that have not been terminated, to register any of such Relmada Entity's currently outstanding securities or any of its securities that may hereafter be issued.

3.20. Real Property. Neither the Company nor any Relmada Entity has any interest in any real estate, except that the Relmada Entities lease the properties described on Schedule 3.20 (the "*Leased Real Property*"). The Leased Real Property is adequate for the operations of the Company's and each of the Relmada Entities' businesses as currently conducted and as contemplated to be conducted. True and complete copies of the lease agreements (the "*Real Property Leases*") pertaining to the Leased Real Property have been delivered to the Purchasers. Except as set forth in Schedule 3.17, the Company and each Relmada Entity has paid all amounts due from it, and is not in default under any of the Real Property Leases and there exists no condition or event, which, with the passage of time, giving of notice or both, would reasonably be expected to give rise to a default under or breach of the Real Property Leases.

3.21. Relationships with Collaborators and Suppliers.

3.21.1. Collaborators. Set forth on Schedule 3.21.1 is a list, by the Company and/or Relmada Entity, of the material collaborators, research partners and other material service providers of the Relmada Entities. For the purposes of this Section "material collaborators" means scientific research collaborators who work with any Relmada Entity and whose work is expected to impact the development of the Relmada Intellectual Property and/or the Products, and includes, without limitation, any Person to whom any Relmada Entity has licensed any of the Relmada Intellectual Property (collectively, the "*Collaborators*"). To the best of the Company's knowledge, the Relmada Entities maintain good working relationships with all of the Collaborators. The Company has delivered or made available to the Purchasers a list of each Relmada Entity's Contracts with the Collaborators as set forth on Schedule 3.21.1. Except as set forth on Schedule 3.21.1, none of such Collaborators has terminated or indicated an intention or plan or, to the knowledge of the Company, threatened to terminate its Contract with the applicable Relmada Entity, or to materially reduce the purchases of products or services from such Relmada Entity historically made by such Collaborator.

3.21.2. Suppliers. Set forth on Schedule 3.21.2 is a list of the material suppliers of the Relmada Entities. For the purposes of this Section, "material suppliers" means suppliers who provide an essential and material element necessary for the research and development of the Relmada Intellectual Property or required for the Products (collectively, the "*Suppliers*"). Except as set forth on Schedule 3.21.2, none of such Suppliers has terminated or indicated an intention or plan or, to the knowledge of the Company, threatened to terminate its Contract with any Relmada Entity, or to materially reduce the supply of products or services to any Relmada Entity historically provided by such Supplier.

3.22. Intentionally omitted.

3.23. Permits; Regulatory.

3.23.1. No Regulatory Approval or Consents of, or any designation, declaration or filing with, any Governmental or Regulatory Authority or any other Person is required in connection with the valid execution, delivery and performance of this Agreement and the other Transaction Documents (including, without limitation, the issuance of the Units), except such Regulatory Approvals, Consents, designations, declarations or filings that have been duly and validly obtained or filed, or with respect to any filings that must be made after the Initial Closing or the Subsequent Closing as will be filed in a timely manner. The Company and each Relmada Entity has all franchises, Permits, licenses and any similar authority necessary for the conduct of its business as now being conducted, including, without limitation, the Food and Drug Administration ("*FDA*") of the U.S. Department of Health and Human Services.

3.23.2. Schedule 3.23.2 lists each feasibility, preclinical, clinical and other study, test and trial being conducted by or on behalf of or sponsored by any Relmada Entity or in which any Relmada Entity or any of its Products is participating. The feasibility, preclinical, clinical and other studies, tests and trials conducted by or on behalf of or sponsored by any Relmada Entity or in which any Relmada Entity or any of the Relmada Entities' Products have participated were and, if still pending, are being conducted in accordance with standard medical and scientific research procedures, the protocols established and approved therefor and all applicable Requirements of Law. The Company has no knowledge of any other studies or tests the results of which are inconsistent with or otherwise call into question the results of the above referenced studies and tests.

3.23.3. Except as set forth on Schedule 3.23.3, neither the Company nor any Relmada Entity and, to the knowledge of the Company, no other Person has received any notice or other correspondence or communication from the FDA or any other Governmental or Regulatory Authority or other Person requiring the termination, suspension or modification of any of the above referenced feasibility, preclinical or clinical studies, tests or trials or alleging a violation of any applicable Requirements of Law in connection therewith, or any Products.

3.23.4. The Relmada Entities have filed or caused to be filed and, to the knowledge of the Company, each other Person which has conducted or is conducting any feasibility, preclinical, clinical or other study, test or trial for or on behalf of the any Relmada Entity or any such study, test or trial that is being sponsored by any Relmada Entity has filed all required notices and other reports, including adverse experience reports.

3.23.5. The Relmada Entities, or their designated agents (for and on behalf of the Relmada Entities), own or have the exclusive right to use all material regulatory documents. For the purposes of this Section, "material regulatory documents" means all study, test and trial data and information and all correspondence and reports made to Governmental or Regulatory Authorities relating to or in connection with the Products or any feasibility, preclinical, clinical or other study, test or trial with respect thereto, which data, information, correspondence and reports are necessary or required to obtain approval from such Governmental or Regulatory Authority to conduct any feasibility, preclinical, clinical or other study, test or trial with respect to, or to manufacture, market or sell, any of the Products.

3.23.6. No Relmada Entity or, to the knowledge of the Company, any other Person has received any notice or other correspondence or communication that any Governmental or Regulatory Authority (including, without limitation, the FDA) has commenced or, to the knowledge of the Company, threatened to initiate any action to withdraw or to hinder approval for a Product or to limit the ability of any Relmada Entity or any other Person to manufacture (or to have manufactured for it by a third party) any Product or to request the recall of any Product, or commenced or threatened to initiate any action to enjoin production of such Product at any facility.

3.23.7. To the best of the Company's knowledge, all manufacturing and production operations conducted by the Relmada Entities (or by third parties on behalf of the Relmada Entities including, without limitation, any manufacturing or production being done by any third party in connection with any feasibility, preclinical, clinical or other study, test or trial for or on behalf of any Relmada Entity or any such study, test or trial that is being sponsored by any Relmada Entity or in which any Relmada Entity or any of the Relmada Entities' Products is participating), if any, relating to the manufacture or production of the Products are being conducted in compliance with all applicable Requirements of Law including to the extent mandated by relevant regulatory agencies, without limitation, current Good Manufacturing Practices or similar foreign requirements.

3.23.8. No Relmada Entity or, to the knowledge of the Company, any other Person has received (a) any reports of inspection observations, (b) any establishment inspection reports or (c) any warning letters or any other documents from the FDA or any other Governmental or Regulatory Authority relating to the Products and/or arising out of the conduct of any Relmada Entity or any Person which has conducted or is conducting any feasibility, preclinical, clinical or other study, test or trial for or on behalf of any Relmada Entity or any such study, test or trial that is being sponsored by any Relmada Entity or in which any Relmada Entity's Products is participating that assert a material violation or material non-compliance with any applicable Requirements of Law (including, without limitation, those of the FDA).

3.23.9. In addition:

(a) no Relmada Entity has made, or to the knowledge of the Company, any other Person that manufactures, tests or distributes any Product has made, with respect to any Product, an untrue statement of a material fact or fraudulent statement to the FDA or any other Governmental or Regulatory Authority or failed to disclose a material fact required to be disclosed to the FDA or any other Governmental or Regulatory Authority;

(b) to the knowledge of the Company, no officer, employee or agent of any Relmada Entity has made and, no officer, employee or agent of any other Person that manufactures, tests or distributes any Product has made, with respect to any Product, an untrue statement of a material fact or fraudulent statement to the FDA or any other Governmental or Regulatory Authority or failed to disclose a material fact required to be disclosed to the FDA or any other Governmental or Regulatory Authority;

(c) no Relmada Entity has been convicted of any crime;

(d) to the knowledge of the Company, no officer, employee or agent of any Relmada Entity has been convicted of any felony;

(e) no Relmada Entity or, to the knowledge of the Company, any other Person that manufactures, tests or distributes any Product has engaged in any conduct for which debarment is mandated by 21 U.S.C. §335a(a) or any similar Requirement of Law or authorized by 21 U.S.C. §335a(b) or any similar Requirement of Law;

(f) to the knowledge of the Company, no officer, employee or agent of any Relmada Entity, and no officer, employee or agent of any other Person that manufactures, tests or distributes any Product has engaged in any conduct for which debarment is mandated by 21 U.S.C. §335a(a) or any similar Requirement of Law or authorized by 21 U.S.C. §335a(b) or any similar Requirement of Law; and

(g) where and when applicable, each Relmada Entity and, to the knowledge of the Company, any other Persons that manufacture, test or distribute any Product are and have been in substantial compliance with the Medicare Anti-kickback Statute, 42 U.S.C. §1320a-7b(b) and implementing regulations codified at 42 C.F.R. §1001 and with all similar Requirements of Law.

3.23.10. Except as set forth on Schedule 3.23.10, no Relmada Entity or, to the knowledge of the Company, any other Person that manufactures, tests or distributes any Product, received any notice, correspondence or any other communication that the FDA or any other Governmental or Regulatory Authority has commenced, or threatened to initiate, any action to place a clinical hold on a clinical investigation of any Product, withdraw its approval that clinical investigations of any Product proceed or request the recall of any Product, or commenced, or overtly threatened to initiate, any adverse regulatory action against any Relmada Entity, the Person who manufactures, test or distributes the Product, or any of their respective agents, licensees or contract research organizations.

3.24. Environmental and Safety Laws. Neither the Company nor any Relmada Entity has caused or allowed, or contracted with any party for, the generation, use, transportation, treatment, storage or disposal of any Hazardous Substances in connection with the operation of its business or otherwise, except in compliance with all applicable Environmental Laws. To the best of the Company's knowledge, each Relmada Entity and the operation of its business are in compliance with all applicable Environmental Laws. To the best of the Company's knowledge, all of the Leased Real Property and all other real property which any one or more Relmada Entities occupy (the "*Premises*") is in compliance with all applicable Environmental Laws and Orders or directives of any Governmental or Regulatory Authority having jurisdiction under such Environmental Laws, including, without limitation, any Environmental Laws or Orders or directives with respect to any cleanup or remediation of any release or threat of release of Hazardous Substances. Each Relmada Entity and the operation of its business is and has been in compliance with all applicable Environmental Laws. To the knowledge of the Company, there have occurred no and there are no events, conditions, circumstances, activities, practices, incidents, or actions that may give rise to any common law or statutory liability, or otherwise form the basis of any Legal Proceeding, any Order, any remedial or responsive action, or any investigation or study involving or relating to any Relmada Entity, based upon or related to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling, or the emission, discharge, release or threatened release into the environment, of any pollutants, contaminants, chemicals, or industrial, toxic or Hazardous Substance. To the knowledge of the Company, (a) there is no asbestos contained in or forming a part of any building, structure or improvement comprising a part of any of the Leased Real Property, (b) there are no polychlorinated byphenyls (PCBs) present, in use or stored on any of the Leased Real Property, and (c) no radon gas or the presence of radioactive decay products of radon are present on, or underground at any of the Leased Real Property at levels beyond the minimum safe levels for such gas or products prescribed by applicable Environmental Laws. Each Relmada Entity has obtained and is maintaining in full force and effect all necessary Permits, licenses and approvals required by all Environmental Laws applicable to the Premises and the business operations conducted thereon, and is in compliance with all such Permits, licenses and approvals. No Relmada Entity has caused or allowed a release, or a threat of release, of any Hazardous Substance onto, at or near the Premises, and, to the knowledge of the Company, neither the Premises nor any property at or near the Premises has ever been subject to a release, or a threat of release, of any Hazardous Substance.

3.25. Regulatory Permits. The Company and the Subsidiaries possess all certificates, authorizations and permits issued by the appropriate federal, state, local or foreign regulatory authorities necessary to conduct their respective businesses, except where the failure to possess such permits could not reasonably be expected to result in a Material Adverse Effect ("*Material Permits*"), and neither the Company nor any Subsidiary has received any notice of proceedings relating to the revocation or modification of any Material Permit

3.26. Offering Valid. Assuming the accuracy of the representations and warranties of the Purchasers contained in the subscription agreements entered into by each Purchaser in connection with this Agreement, the offer, sale and issuance of the Common Stock and the Warrants will be exempt from the registration requirements of the Securities Act of 1933, as amended (the "*Securities Act*"), and will be exempt from registration and qualification) under applicable state securities laws.

3.27. Disclosure. Except with respect to the material terms and conditions of the transactions contemplated by the Transaction Documents, the Company confirms that neither it nor any other Person acting on its behalf has provided any of the Purchasers or their agents or counsel with any information that it believes constitutes or might constitute material, non-public information. The Company understands and confirms that the Purchasers will rely on the foregoing representation in effecting transactions in securities of the Company. All of the disclosure furnished by or on behalf of the Company to the Purchasers regarding the Company and its Subsidiaries, their respective businesses and the transactions contemplated hereby, is, as of each Closing Date, true and correct and does not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading. The press releases disseminated by the Company during the twelve months preceding the date of this Agreement taken as a whole do not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made and when made, not misleading. The Company acknowledges and agrees that no Purchaser makes or has made any representations or warranties with respect to the transactions contemplated hereby other than those specifically set forth in Section 3.2 hereof.

3.28. Minute Books. A copy of the minute books of the Relmada Entities was made available to the Purchasers for inspection, which contains minutes of all meetings of directors and stockholders and all actions by written consent without a meeting by the directors and stockholders since May 24, 2004, and accurately reflect all actions taken by the directors (and any committee of the directors) and stockholders with respect to all transactions referred to in such minutes.

3.29. Insurance. Schedule 3.29 sets forth, by Relmada Entity, a list of all policies or binders of fire, casualty, liability, product liability, worker's compensation, vehicular or other insurance held by the Relmada Entities concerning its assets and/or its businesses (specifying for each such insurance policy the insurer, the policy number or covering note number with respect to binders, and each pending claim thereunder of more than $5,000). Such policies and binders are valid and in full force and effect. No Relmada Entity is in default with respect to any provision contained in any such policy or binder or has failed to give any notice or present any claim of which it has notice under any such policy or binder in a timely fashion. No Relmada Entity has received or given a notice of cancellation or non-renewal with respect to any such policy or binder. None of the applications for such policies or binders contain any material inaccuracy, and all premiums for such policies and binders have been paid when due. No Relmada Entity has knowledge of any state of facts or the occurrence of any event that could reasonably be expected to form the basis for any claim against it not fully covered by the policies referred to on Schedule 3.29. No Relmada Entity has received written notice from any of their respective insurance carriers that any insurance premiums will be materially increased after the applicable Closing Date or that any insurance coverage listed on Schedule 3.29 will not be available after such Closing Date on substantially the same terms as now in effect.

3.30. Investment Company Act. Neither the Company nor any Relmada Entity is an "investment company", or a company "controlled" by an "investment company", within the meaning of the Investment Company Act of 1940, as amended.

3.31. Foreign Payments; Undisclosed Contract Terms.

3.31.1. To the knowledge of the Company, no Relmada Entity has made any offer, payment, promise to pay or authorization for the payment of money or an offer, gift, promise to give, or authorization for the giving of anything of value to any Person in violation of the Foreign Corrupt Practices Act of 1977, as amended and the rules and regulations promulgated thereunder.

3.31.2. To the knowledge of the Company, there are no understandings, arrangements, agreements, provisions, conditions or terms relating to, and there have been no payments made to any Person in connection with any agreement, Contract, commitment, lease or other contractual undertaking of any Relmada Entity which are not expressly set forth in such contractual undertaking.

3.32. No Broker. Other than commissions (including fees, expenses and warrants) payable to the Placement Agent as set forth in the Memorandum, the Company nor Relmada Entity has employed any broker or finder, or incurred any liability for any brokerage or finders fees in connection with the sale of the Units, or the Common Stock and Warrants underlying the Units pursuant to this Agreement or the other Transaction Documents.

3.33. Compliance with Laws. The Company nor Relmada Entity is in violation of, or in default under, any Requirement of Law applicable to such Relmada Entity, or any Order issued or pending against such Relmada Entity or by which such Relmada Entity or any of such Relmada Entities' properties are bound, except for such violations or defaults that have not had, and could not reasonably be expected to have, a Material Adverse Effect.

3.34. No Integrated Offering. Assuming the accuracy of the Purchasers' representations and warranties set forth in Section 4, neither the Company, nor any of its Affiliates, nor any Person acting on its or their behalf has, directly or indirectly, made any offers or sales of any security or solicited any offers to buy any security, under circumstances that would cause this offering of the Securities to be integrated with prior offerings by the Company for purposes of (i) the Securities Act which would require the registration of any such securities under the Securities Act, or (ii) any applicable shareholder approval provisions of any Trading Market on which any of the securities of the Company are listed or designated.

3.35. Application of Takeover Protections. The Company and the Board of Directors have taken all necessary action, if any, in order to render inapplicable any control share acquisition, business combination, poison pill (including any distribution under a rights agreement) or other similar anti-takeover provision under the Company's certificate of incorporation (or similar charter documents) or the laws of its state of incorporation that is or could become applicable to the Purchasers as a result of the Purchasers and the Company fulfilling their obligations or exercising their rights under the Transaction Documents, including without limitation as a result of the Company's issuance of the Securities and the Purchasers' ownership of the Securities.

3.36. No General Solicitation. Neither the Company nor any person acting on behalf of the Company has offered or sold any of the Securities by any form of general solicitation or general advertising. The Company has offered the Securities for sale only to the Purchasers and certain other "accredited investors" within the meaning of Rule 501 under the Securities Act.

3.37. Foreign Corrupt Practices. Neither the Company nor any Relmada Entity, nor to the knowledge of the Company or any Relmada Entity, any agent or other person acting on behalf of the Company or any Subsidiary, has: (i) directly or indirectly, used any funds for unlawful contributions, gifts, entertainment or other unlawful expenses related to foreign or domestic political activity, (ii) made any unlawful payment to foreign or domestic government officials or employees or to any foreign or domestic political parties or campaigns from corporate funds, (iii) failed to disclose fully any contribution made by the Company or any Subsidiary (or made by any person acting on its behalf of which the Company is aware) which is in violation of law or (iv) violated in any material respect any provision of the Foreign Corrupt Practices Act of 1977, as amended.

3.38. Stock Option Plans. Except as set forth on Schedule 3.37, each stock option granted by the Company under the Company's stock option plan was granted (i) in accordance with the terms of the Company's stock option plan and (ii) with an exercise price at least equal to the fair market value of the Common Stock on the date such stock option would be considered granted under GAAP and applicable law. No stock option granted under the Company's stock option plan has been backdated. The Company has not knowingly granted, and there is no and has been no Company policy or practice to knowingly grant, stock options prior to, or otherwise knowingly coordinate the grant of stock options with, the release or other public announcement of material information regarding the Company or its Subsidiaries or their financial results or prospects.

3.39. Office of Foreign Assets Control. Neither the Company nor any Subsidiary nor, to the Company's knowledge, any director, officer, agent, employee or affiliate of the Company or any Subsidiary is currently subject to any U.S. sanctions administered by the Office of Foreign Assets Control of the U.S. Treasury Department ("OFAC").

3.40. U.S. Real Property Holding Corporation. The Company is not and has never been a U.S. real property holding corporation within the meaning of Section 897 of the Internal Revenue Code of 1986, as amended, and the Company shall so certify upon Purchaser's request.

3.41. Money Laundering. The operations of the Company and its Subsidiaries are and have been conducted at all times in compliance with applicable financial record-keeping and reporting requirements of the Currency and Foreign Transactions Reporting Act of 1970, as amended, applicable money laundering statutes and applicable rules and regulations thereunder (collectively, the "Money Laundering Laws"), and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Company or any Subsidiary with respect to the Money Laundering Laws is pending or, to the knowledge of the Company or any Subsidiary, threatened.

3.42. Bad Actor Disqualification

(a) No Disqualification Events. With respect to Securities to be offered and sold hereunder in reliance on Rule 506 under the Securities Act ("Regulation D Securities"), none of the Company, any of its predecessors, any affiliated issuer, any director, executive officer, other officer of the Company participating in the offering, 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 (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 Placement Agent and the Subscriber a copy of any disclosures provided thereunder.

(b) Other Covered Persons. The Company is not aware of any person that (i) has been or will be paid (directly or indirectly) remuneration for solicitation of purchasers in connection with the sale of the Securities and (ii) who is subject to a Disqualification Event.

(c) Notice of Disqualification Events. The Company will notify the Placement Agent in writing of (i) any Disqualification Event relating to any Issuer Covered Person and (ii) any event that would, with the passage of time, become a Disqualification Event relating to any Issuer Covered Person, prior to any Closing of this Offering.

3.43. Transactions with Affiliates and Employees. Except as set forth in the SEC Reports, none of the officers or directors of the Company and, to the knowledge of the Company, none of the employees of the Company is presently a party to any transaction with the Company or any Subsidiary (other than for services as employees, officers and directors), including any contract, agreement or other arrangement providing for the furnishing of services to or by, providing for rental of real or personal property to or from, or otherwise requiring payments to or from any officer, director or such employee or, to the knowledge of the Company, any entity in which any officer, director, or any such employee has a substantial interest or is an officer, director, trustee or partner, in each case in excess of $120,000 other than for: (i) payment of salary or consulting fees for services rendered, (ii) reimbursement for expenses incurred on behalf of the Company and (iii) other employee benefits, including stock option agreements under any stock option plan of the Company.

3.44. Sarbanes-Oxley; Internal Accounting Controls. The Company is in material compliance with all provisions of the Sarbanes-Oxley Act of 2002 which are applicable to it as of the Closing Date. Except as disclosed in the Company's SEC Reports, the Company and the Subsidiaries maintain a system of internal accounting controls sufficient to provide reasonable assurance that: (i) transactions are executed in accordance with management's general or specific authorizations, (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with GAAP and to maintain asset accountability, (iii) access to assets is permitted only in accordance with management's general or specific authorization, and (iv) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences. Except as disclosed in the Company's SEC Reports, the Company has established disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) for the Company and designed such disclosure controls and procedures to ensure that information required to be disclosed by the Company in the reports it files or submits under the Exchange Act is recorded, processed, summarized and reported, within the time periods specified in the Commission's rules and forms. The Company's certifying officers have evaluated the effectiveness of the Company's disclosure controls and procedures as of the end of the period covered by the Company's most recently filed periodic report under the Exchange Act (such date, the "Evaluation Date"). The Company presented in its most recently filed periodic report under the Exchange Act the conclusions of the certifying officers about the effectiveness of the disclosure controls and procedures based on their evaluations as of the Evaluation Date. Since the Evaluation Date, there have been no changes in the Company's internal control over financial reporting (as such term is defined in the Exchange Act) that has materially affected, or is reasonably likely to materially affect, the Company's internal control over financial reporting.

3.45. Listing and Maintenance Requirements. The Common Stock is registered pursuant to Section 12(b) or 12(g) of the Exchange Act, and the Company has taken no action designed to, or which to its knowledge is likely to have the effect of, terminating the registration of the Common Stock under the Exchange Act nor has the Company received any notification that the Commission is contemplating terminating such registration. The Company has not, in the 12 months preceding the date hereof, received notice from any Trading Market on which the Common Stock is or has been listed or quoted to the effect that the Company is not in compliance with the listing or maintenance requirements of such Trading Market. The Company is, and has no reason to believe that it will not in the foreseeable future continue to be, in compliance with all such listing and maintenance requirements.

3.46. Regulation M Compliance. The Company has not, and to its knowledge no one acting on its behalf has, (i) taken, directly or indirectly, any action designed to cause or to result in the stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of any of the Securities, (ii) sold, bid for, purchased, or paid any compensation for soliciting purchases of, any of the securities of the Company, or (iii) paid or agreed to pay to any Person any compensation for soliciting another to purchase any other securities of the Company, other than, in the case of clauses (ii) and (iii), compensation paid to the Company's placement agent in connection with the placement of the Securities.

3.47. DTC Status. The Company's transfer agent (the "Transfer Agent") is a partial member participant of the Depository Trust Company Automated Securities Transfer Program. The Company's Common Stock is currently eligible for transfer pursuant to the Depository Trust Company Automated Securities Transfer Program.

4. REPRESENTATIONS AND WARRANTIES OF THE PURCHASERS.

4.1. Each of the Purchasers hereby severally, and not jointly, represents and warrants to the Company that each such Purchaser's representations in the subscription agreement entered into in connection with this Agreement are true and correct as of the Closing.

5. CONDITIONS TO THE CLOSING.

5.1. Conditions to Purchasers' Obligations at the Closings. The obligations of the Purchasers to consummate the transactions contemplated herein to be consummated at the Initial Closing and of the Subsequent Closing, as the case may be, are subject to the satisfaction, on or prior to the date of such Closing, of the conditions set forth below and applicable thereto, which satisfaction shall be determined, or may be waived in writing, by the Purchasers or Subsequent Closing Purchasers, as the case may be, who are entitled to purchase at least a majority of the Common Stock to be purchased at such Closing:

5.1.1. Representations and Warranties; Performance of Obligations. Each of the representations and warranties of the Company contained herein shall be true and correct on and as of the Initial Closing Date. As of the Initial Closing, the Company shall have performed and complied with the covenants and provisions of this Agreement required to be performed or complied with by it at or prior to the Initial Closing Date. As to the Subsequent Closings, each of the representations and warranties of the Company contained herein shall be true and correct on and as of the Subsequent Closing Date, as qualified by any updated set of Schedules delivered at least five (5) days in advance of the Subsequent Closing to the Subsequent Closing Purchasers participating in the Subsequent Closing. As to the Subsequent Closings, the Company shall have performed and complied with the covenants and provisions of this Agreement and the other Transaction Documents required to be performed or complied with by it at or prior to the Subsequent Closing Date. At each Closing, the Purchasers participating in such Closing shall have received certificates of the Company dated as of the date of such Closing, signed by the president or chief executive officer of the Company, certifying as to the fulfillment of the conditions set forth in this Section 5.1 and the truth and accuracy of the representations and warranties of the Company contained herein (as qualified by the most recently delivered Schedules) as of the Initial Closing Date and, as to each Subsequent Closing, the Subsequent Closing Date.

5.1.2. Issuance in Compliance with Laws. The sale and issuance of the Units shall be legally permitted by all laws and regulations to which any of the Purchasers and the Company are subject.

5.1.3. Filings, Consents, Permits, and Waivers. The Company and the Purchasers shall have made all filings and obtained any and all Consents, Permits, waivers and Regulatory Approvals necessary for consummation of the transactions contemplated by the Agreement and the other Transaction Documents, except for such filings as are not due to be made until after the applicable Closing.

5.1.4. Reservation of Warrant Shares. The Warrant Shares shall have been duly authorized and reserved for issuance by the Board of Directors.

5.1.5. 2014 Unit Investor Rights Agreement. Concurrently with the issuance of the Units occurring at the Initial Closing, the 2014 Unit Investor Rights Agreement, substantially in the form attached hereto as Exhibit G (the "*Investor Rights Agreement*"), shall have been executed and delivered by the Company and each Purchaser.

5.1.6. Lock-Up Agreements. The officers and directors of the Company, and each stockholder of the Company owning 7.5% or more (giving effect to the conversion or exercise of all convertible securities held by each such stockholder) of the issued and outstanding Common Stock as of the date of such Closing (but not including any Purchaser of Units), and any other controlling persons, and the Placement Agent, shall have executed a form of lock-up agreement reasonably satisfactory to the Placement Agent and the Company whereby each such person agrees not sell or otherwise transfer any shares of the Company owned by such person until (i) the date that is the earlier of twelve (12) months from May 20, 2014 (the closing date of the Reverse Merger); or (ii) six (6) months following the effective date of the Registration Statement (as defined in the Investor Rights Agreement). Further, the Chief Executive Officer of the Company agrees not to sell or otherwise transfer any shares of Common Stock until three months after the Company up-lists its common stock to a U.S. national senior stock exchange, such as, but not limited to, NASDAQ or NYSE MKT.

5.1.7. Legal Opinion. At each Closing, the Placement Agent and the Purchasers or the Subsequent Closing Purchasers, as the case may be, shall have received a legal opinion addressed to each of them, dated as of such Closing Date, substantially in the form attached hereto as Exhibit C from Hiscock & Barclay, LLP.

5.1.8. Proceedings and Documents. All corporate and other proceedings in connection with the transactions contemplated at the Closings and all documents and instruments incident to such transactions shall be reasonably satisfactory in substance and form to the Purchasers or the Subsequent Closing Purchasers, as the case may be, and their counsel, and the Purchasers or the Subsequent Closing Purchasers, as the case may be, and their counsel shall have received all such counterpart originals or certified or other copies of such documents as they may reasonably request.

5.1.9. Proceedings and Litigation. No action, suit or proceeding shall have been commenced by any Person against any party hereto seeking to restrain or delay the purchase and sale of the Units or the other transactions contemplated by this Agreement or any of the other Transaction Documents.

5.1.10. No Material Adverse Effect. As to the Subsequent Closing, since the Initial Closing Date, there shall not have occurred any effect, event, condition or circumstance (including, without limitation, the initiation of any litigation or other legal, regulatory or investigative proceeding) that individually or in the aggregate, with or without the passage of time, the giving of notice, or both, that has had, or could reasonably be expected to have, a Material Adverse Effect or which could adversely affect the Company's ability to perform its respective obligations under this Agreement or any of the other Transaction Documents.

5.1.11. Updated Disclosures. As to the Subsequent Closing, the Company must have delivered to the Purchasers an updated set of Schedules in accordance with Section 5.1.1 and such updated Schedules do not reveal any information or the occurrence, since the Initial Closing Date, of any effect, event, condition or circumstance, which individually, or in the aggregate, has had or could reasonably be expected to have, a Material Adverse Effect and do not include any state of facts that occur as a result of the breach by the Company of any of its obligations under this Agreement or any of the other Transaction Documents.

5.1.12. Payment of Purchase Price. As to the Initial Closing, each Purchaser shall have delivered to the Company the total purchase price to be paid for such Purchaser's Initial Units, in the amount set forth opposite such Purchaser's name on Exhibit A, As to each Subsequent Closing, each Subsequent Closing Purchaser shall have delivered to the Company the total purchase price to be paid for such Subsequent Closing Purchaser's Subsequent Units.

5.1.13. Delivery of Documents at the Initial Closing. The Company shall have executed and delivered the following documents, on or prior to the Initial Closing Date:

(a) Certificates. A certificate from an officer of the Company certifying that certificates representing the Common Stock to be purchased and sold on the Initial Closing Date will be delivered to the holders within five business days of the applicable closing;

(b) Warrants: Executed Warrants, in substantially the form of Exhibits B-1 and B-2, for the Warrants to be issued on the Initial Closing Date;

(c) Legal Opinion. The legal opinion required by Section 5.1.7 hereof; and

(d) Secretary's Certificate. A certificate of the Secretary of the Company (i) attaching and certifying as to the Certificate, (ii) attaching and certifying as to the Bylaws of the Company in effect at the Initial Closing, (iii) attaching and certifying as to copies of resolutions by the Board of Directors of the Company authorizing and approving this Agreement and the other Transaction Documents and the transactions contemplated hereby (collectively, the "Minutes"); and (iv) certifying as to the incumbency of the officers of the Company executing this Agreement and the other Transaction Documents.

5.1.14. Delivery of Documents at the Subsequent Closing. At the Subsequent Closing, the Company shall deliver, or shall cause to be delivered to the Subsequent Closing Purchasers the following documents, to be held in escrow pending the completion of the Subsequent Closing**:**

(a) Certificates. Certificates representing the Common Stock to be purchased and sold on the Subsequent Closing Date bearing the legends required to be placed on such certificates pursuant to the Transaction Documents;

(b) Warrants: Executed Warrants, in substantially the form of Exhibits B-1 and B-2, for the Warrants to be issued on the Subsequent Closing Date;

(c) Compliance Certificate. The certificate required by Section 5.1.15(e) hereof certifying that all representations and warranties made by the Company as of the Subsequent Closing Date are true, complete and correct as of the Subsequent Closing Date, as qualified by the updated Schedules delivered pursuant to Section 5.1.1 and that all covenants in this Agreement and the other Transaction Documents required to be performed by the Company prior to the Subsequent Closing Date have been so performed;

(d) Legal Opinion. The legal opinion required by Section 5.1.7 hereof; and.

(e) Secretary's Certificate. A Certificate of the Secretary of the Company (i) certifying that the resolutions by the Board of Directors of the Company authorizing and approving this Agreement and the other Transaction Documents delivered at the Initial Closing have not been modified in any way or rescinded and are otherwise in effect as of the Subsequent Closing, (ii) certifying as to the incumbency of the officers of the Company executing any documents contemplated by this Agreement to be executed and delivered by the Company at the Subsequent Closing, and (iii) attaching and certifying as to (x) the Certificate as in effect at the Subsequent Closing, and (y) the Bylaws of the Company in effect at the Subsequent Closing.

5.2. Conditions to Obligations of the Company at the Closings. The obligation of the Company to consummate the transactions contemplated herein to be consummated at the Initial Closing or the Subsequent Closing, as the case may be, is subject to the satisfaction, on or prior to the date of such Closing of the conditions set forth below and applicable thereto, any of which may be waived in writing by the Company:

5.2.1. Representations and Warranties; Performance of Obligations. Each of the representations and warranties of the Purchasers contained herein shall be true and correct on and as of the Initial Closing Date. As of the Initial Closing Date, the Purchasers shall have performed and complied with the covenants and provisions of this Agreement required to be performed or complied with by them at or prior to the Initial Closing Date. As to the Subsequent Closing, each of the representations and warranties of the Purchaser(s) contained herein shall be true and correct on and as of the Subsequent Closing Date. As to the Subsequent Closing, the Subsequent Closing Purchaser(s) shall have performed and complied with the covenants and provisions of this Agreement required to be performed and complied with by them at or prior to the Subsequent Closing Date.

5.2.2. Proceedings and Litigation. No action, suit or proceeding shall have been commenced by any Governmental Authority against any party hereto seeking to restrain or delay the purchase and sale of the Common Stock or the other transactions contemplated by this Agreement.

5.2.3. Qualifications. All Permits, if any, that are required in connection with the lawful issuance and sale of the Units pursuant to this Agreement shall be obtained and effective as of the Initial Closing or Subsequent Closing, as applicable.

6. COVENANTS OF THE PARTIES.

6.1. Commercially Reasonable Efforts. Upon the terms and subject to the conditions set forth in this Agreement, the parties to this Agreement shall use their respective good faith commercially reasonable efforts to take, or cause to be taken, without any party being obligated to incur any material internal costs or make any payment or payments to any third party or parties which, individually or in the aggregate, are material and are not otherwise legally required to be made, all actions, and to do or cause to be done, and to assist and cooperate with the other parties in doing, all things necessary, proper or advisable for such party to consummate and make effective, in the most expeditious manner practicable, each Closing and the other transactions contemplated hereunder.

6.2. Post-Closing Filings. In connection with each Closing, the Company and the Purchasers, if applicable, agree to file all required forms or filings under applicable securities laws.

7. INDEMNIFICATION AND EXPENSES.

7.1. The Company Indemnification. The Company shall indemnify and hold harmless each Purchaser and any of such Purchaser's Affiliates and any Person which controls, is controlled by, or under common control with (within the meaning of the Securities Act) such Purchaser or any such Affiliate, and each of their respective directors and officers, and the successors and assigns and executors and estates of any of the foregoing (each, an "*Indemnified Party*", and collectively, the "*Indemnified Parties*") from and against all Indemnified Losses imposed upon, incurred by, or asserted against any of the Indemnified Parties resulting from, relating to or arising out of:

7.1.1. any representation or warranty made in this Agreement or any of the other Transaction Documents or in any certificate or other instrument delivered by or on behalf of the Company not being true and correct in any material respect when made;

7.1.2. any breach or non-fulfillment of any covenant or agreement to be performed by the Company under this Agreement or the other Transaction Documents;

7.1.3. any third party action or claim against any Indemnified Party arising out of any misrepresentation or breach described in Section 7.1.1 or Section 7.1.2; or

7.1.4. any third party action or claim relating in any way to the Indemnified Party's status as a security holder of the Company, as a Person which controls, is controlled by or under common control with (within the meaning of the Securities Act) any such Indemnified Party or as a director or officer of any of the foregoing (including, without limitation, any and all Indemnifiable Losses arising under the Securities Act, the Securities Exchange Act of 1934, as amended, or similar securities law, or any other Requirements of Law or otherwise, which relate directly or indirectly to the registration, purchase, sale or ownership of any securities of the Company or to any fiduciary obligation owed with respect thereto), including, without limitation, in connection with any action or claim relating to any action taken or omitted to be taken or alleged to have been taken or omitted to have been taken by such Indemnified Party as a security holder; provided that the Company shall not be obligated to indemnify or hold harmless any Indemnified Party under this Section 7.1.4 against any Indemnified Losses resulting from or arising out of any such action or claim if it has been adjudicated by a final and non-appealable determination of a court or other trier of fact of competent jurisdiction that such Indemnified Losses were the result of (a) a breach of such Indemnified Party's fiduciary duty, (b) any action or omission made by the Indemnified Party in bad faith, (c) such Indemnified Party's willful misconduct, or (d) any criminal action on the part of such Indemnified Party.

7.2. Attorneys' Fees and Expenses. If any action at law or in equity (including arbitration) is necessary to enforce or interpret the terms of this Agreement or the 2014 Investor Rights Agreement (Exhibit D), the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled as determined by such court, equity or arbitration proceeding.

8. MISCELLANEOUS.

8.1. Governing Law; Submission to Jurisdiction; Waiver of Trial by Jury. This Agreement shall be governed in all respects by the laws of the State of New York without regard to the conflict of laws principles of the State of New York or any other jurisdiction. No suit, action or proceeding with respect to this Agreement or any of the Transaction Documents may be brought in any court or before any similar authority other than in a court of competent jurisdiction in the State of New York and the parties hereby submit to the exclusive jurisdiction of such courts for the purpose of such suit, proceeding or judgment. Each of the parties hereto hereby irrevocably waives any right which it may have had to bring such an action in any other court, domestic or foreign, or before any similar domestic or foreign authority and agrees not to claim or plead the same. Each of the parties hereto hereby irrevocably and unconditionally waives trial by jury in any legal action or proceeding in relation to this Agreement or any of the Transaction Documents and for any counterclaim therein.

8.2. Survival of Representations and Warranties. The representations and warranties made by the Company and the Purchasers herein at each Closing shall survive such Closing for a period of twelve (12) months. All statements contained in any certificate or other instrument delivered by or on behalf of any party to this Agreement, pursuant to or in connection with the transactions contemplated by this Agreement or any of the other Transaction Documents shall be deemed to be representations and warranties made by such party as of the date of such certificate or other instrument.

8.3. Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; *provided* that no party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the consent of each other party. Notwithstanding the foregoing (a) any Purchaser may assign or transfer, in whole or, from time to time, in part, the right to purchase all or any portion of the Units to one or more of its Affiliates (subject to Affiliate qualification as an Accredited Investor) (b) subject to the terms and conditions of the Stockholders Agreement, from and after the Initial Closing Date, any Purchaser or other holder of Common Stock may assign, pledge or otherwise transfer, in whole or from time to time in part, its rights hereunder to any Person who acquires any interest in any Common Stock and (c) any Purchaser may assign or transfer any of its rights or obligations under this Agreement, in whole or from time to time in part, to the Company or any other Purchaser or any Affiliate of any other Purchaser. As a condition of any transfer pursuant to this Section 8.3, the transferee must agree in writing for the benefit of all parties to this Agreement (which writing shall be in form and substance reasonably acceptable to all parties to this Agreement) to be bound by the terms and conditions of this Agreement and all other Transaction Documents with respect to any Common Stock being transferred hereunder.

8.4. Entire Agreement. This Agreement, the Exhibits and Schedules hereto, the other Transaction Documents and each of the Exhibits delivered pursuant thereto constitute the full and entire understanding and agreement between the parties hereto with regard to the subject matter hereof and thereof and no party hereto shall be liable or bound to any other party hereto in any manner by any representations, warranties, covenants and agreements except as specifically set forth herein and therein.

8.5. Severability. If any provision of the Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

8.6. Amendment and Waiver. Any provision of this Agreement may be amended or waived if, but only if, such amendment or waiver is in writing and is signed by the Company and the Purchasers (and, to the extent of any assignment under Section 8.3 hereof, their respective permitted assigns and any permitted assigns thereof) holding a majority of the voting power of the then outstanding Common Stock and Warrant Shares purchased under this Agreement held by such holders, with each outstanding share of Common Stock having one vote and each outstanding Warrant Share having one vote.

8.7. Delays or Omissions. No delay or omission to exercise any right, power or remedy accruing to any party, upon any breach, default or noncompliance by another party under this Agreement, the other Transaction Documents or the Certificate, shall impair any such right, power or remedy, nor shall it be construed to be a waiver of any such breach, default or noncompliance, or any acquiescence therein, or of or in any similar breach, default or noncompliance thereafter occurring. Any waiver or approval of any kind or character on any Purchaser's part of any breach, default or noncompliance under this Agreement, the other Transaction Documents or under the Certificate or any waiver on such party's part of any provisions or conditions of the Agreement, the other Transaction Documents, or the Certificate must be in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this Agreement, the other Transaction Documents, the Certificate, or otherwise afforded to any party, shall be cumulative and not alternative.

8.8. Notices. All notices, requests, demands and other communications given or made in accordance with the provisions of this Agreement shall be addressed (i) if to a Purchaser, at such Purchaser's address, fax number or email address, as furnished to the Company on the signature page below or as otherwise furnished to the Company by the Purchaser in writing, or (ii) if to the Company, to the attention of the President at such address, fax number or email address furnished to the Purchasers on the signature page below or as otherwise furnished by the Company in writing, and shall be made or sent by a personal delivery or overnight courier, by registered, certified or first class mail, postage prepaid, or by facsimile or electronic mail with confirmation of receipt, and shall be deemed to be given on the date of delivery when made by personal delivery or overnight courier, 48 hours after being deposited in the U.S. mail, or upon confirmation of receipt when sent by facsimile or electronic mail. Any party may, by written notice to the other, alter its address, number or respondent, and such notice shall be considered to have been given three (3) days after the overnight delivery, airmailing, faxing or sending via e-mail thereof.

8.9. Expenses. The Company shall pay all costs and expenses that it incurs with respect to the preparation, negotiation, execution, delivery and performance of this Agreement, including, without limitation, any costs and expenses of its counsel. The Company shall pay the reasonable fees and expenses of independent counsel for the Placement Agent with respect to the negotiation and execution of this Agreement and the other Transaction Documents.

8.10. Titles and Subtitles. The titles of the sections and subsections of the Agreement are for convenience of reference only and are not to be considered in construing this Agreement.

8.11. Counterparts; Execution by Facsimile Signature. This Agreement may be executed in any number of counterparts (including execution by facsimile), each of which shall be an original, but all of which together shall constitute one instrument. This Agreement may be executed by facsimile signature(s) which shall be binding on the party delivering same, to be followed by delivery of originally executed signature pages.

8.12. Acknowledgment. Any investigation or other examination that may have been made at any time by or on behalf of a party to whom representations and warranties are made in this Agreement or in any other Transaction Documents shall not limit, diminish, supersede, act as a waiver of, or in any other way affect the representations, warranties and indemnities contained in this Agreement and the other Transaction Documents, and the respective parties may rely on the representations, warranties and indemnities made to them in this Agreement and the other Transaction Documents irrespective of and notwithstanding any information obtained by them in the course of any investigation, examination or otherwise, whether before or after any Closing.

8.13. Publicity. Except as otherwise required by law or applicable stock exchange rules, no announcement or other disclosure, public or otherwise, concerning the transactions contemplated by this Agreement shall be made, either directly or indirectly, by any party hereto which mentions another party (or parties) hereto without the prior written consent of such other party (or parties), which consent shall not be unreasonably withheld, delayed or conditioned.

8.14. No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer on any person other than the parties hereto or their respective successors and assigns any rights, remedies, obligations or Liabilities under or by reason of this Agreement.

8.15. Pronouns. All pronouns contained herein, and any variations thereof, shall be deemed to refer to the masculine, feminine or neutral, singular or plural, as to the identity of the parties hereto may require.

9. DEFINITIONS.

As used in this Agreement, the following terms shall have the meanings herein specified:

9.1. "*Relmada Entities*" shall mean the Company and its direct and indirect Subsidiaries, collectively.

9.2. "*Relmada Entity*" shall mean any Person which comprises part of the Relmada Entities.

9.3. "*Relmada Intellectual Property*" shall have the meaning set forth in Section 3.13.1.

9.4. "*Affiliate*" shall mean, with respect to any Person specified: (i) any Person that directly or indirectly through one or more intermediaries controls, is controlled by or under common control with the Person specified; (ii) any director, officer, or Relmada Entities of the Person specified; and (iii) the spouse, parents, children, siblings, mothers-in-law, fathers-in law, sons-in-law, daughters-in-law, brothers-in-law, and sisters-in-law of the Person specified, whether arising by blood, marriage or adoption, and any Person who resides in the specified Person's home. For purposes of this definition and without limitation to the previous sentence, (x) "control" (including, with correlative meanings, the terms "controlled by" and "under common control with") of a Person means the power, direct or indirect, to direct or cause the direction of management and policies of such Person, whether through ownership of voting securities, by contract or otherwise, and (y) any Person beneficially owning, directly or indirectly, more than ten percent (10%) or more of any class of voting securities or similar interests of another Person shall be deemed to be an Affiliate of that Person.

9.5. "*Agreement*" shall have the meaning set forth in the preamble to this Agreement.

9.6. "*Budget*" shall have the meaning set forth in Section 3.22.

9.7. "*Certificate*" shall have the meaning set forth in Section 1.1.

9.8. "*Closing*" shall mean the Initial Closing or the Subsequent Closing, as applicable.

9.9. "*Code*" shall have the meaning set forth in Section 3.14.2.

9.10. "*Collaborators*" shall have the meaning set forth in Section 3.21.1.

9.11. "*Closing Date*" shall mean the Initial Closing Date or the Subsequent Closing Date, as applicable.

9.12. "*Common Stock*" shall have the meaning set forth in the Background section of this Agreement.

9.13. "*Company*" shall have the meaning set forth in the preamble to this Agreement.

9.14. "*Consents*" shall mean any consents, waivers, approvals, authorizations, or certifications from any Person or under any Contract, Organizational Document or Requirement of Law, as applicable.

9.15. "*Contracts*" shall mean any indentures, indebtedness, contracts, leases, agreements, instruments, licenses, undertakings and other commitments, whether written or oral.

9.16. "*Warrant Shares*" shall have the meaning set forth in Section 1.1.

9.17. "*Copyrights*" shall mean all copyrights, copyrightable works, mask works and databases, including, without limitation, any computer software (object code and source code), Internet web-sites and the content thereof, and any other works of authorship, whether statutory or common law, registered or unregistered, and registrations for and pending applications to register the same including all reissues, extensions and renewals thereto, and all moral rights thereto under the laws of any jurisdiction.

9.18. "*Employees*" shall have the meaning set forth in 3.17.1.

9.19. "*Employee Benefit Plans*" shall have the meaning set forth in Section 3.18.1.

9.20. "*Encumbrances*" shall mean any security interests, liens, encumbrances, pledges, mortgages, conditional or installment sales Contracts, title retention Contracts, transferability restrictions and other claims or burdens of any nature whatsoever.

9.21. "*Environmental Laws*" shall mean any Federal, state or local law or ordinance or Requirement of Law or regulation pertaining to the protection of human health or the environment, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Sections 9601, et seq., the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. Sections 11001, et seq., and the Resource Conservation and Recovery Act, 42 U.S.C. Sections 6901, et seq.

9.22. "*ERISA*" shall have the meaning set forth in Section 3.18.1.

9.23. "*FDA*" shall have the meaning set forth in Section 3.20.1.

9.24. "*Final Closing*" shall mean the last Closing under this Agreement.

9.25. "*Financial Statements*" shall have the meaning set forth in Section 3.8.

9.26. "*Governmental or Regulatory Authority*" shall mean any court, tribunal, arbitrator, authority, agency, commission, official or other instrumentality of the government of the United States or of any foreign country, any state or any political subdivision of any such government (whether state, provincial, county, city, municipal or otherwise).

9.27. "*Hazardous Substances*" shall mean oil and petroleum products, asbestos, polychlorinated biphenyls, urea formaldehyde and any other materials classified as hazardous or toxic under any Environmental Laws.

9.28. "*Indemnified Losses*" shall mean all losses, Liabilities, obligati*ons, claims, demands, damag*es, penalties, settlements, causes of action, costs and expenses arising out of any third party claim or action against an Indemnified Party, including, without limitation, the actual costs paid in connection with an Indemnified Party's investigation and evaluation of any claim or right asserted against such Indemnified Party and all reasonable attorneys', experts' and accountants' fees, expenses and disbursements and court costs including, without limitation, those incurred in connection with the Indemnified Party's enforcement of the indemnification provisions of Section 7 of this Agreement.

9.29. "*Indemnified Party*" shall have the meaning set forth in Section 7.1.

9.30. "*Initial Closing*" shall have the meaning set forth in Section 2.1.

9.31. "*Initial Closing Date*" shall have the meaning set forth in Section 2.1.

9.32. "*Initial Units*" shall have the meaning set forth in Section 2.1.

9.33. "*Intellectual Property*" shall mean all Copyrights, Patents, Trademarks, technology, trade secrets, know-how, inventions, methods, techniques and other intellectual property.

9.34. *"Investor Rights Agreement*" shall have the meaning set forth in Section 5.1.5.

9.35. "*Leased Real Property*" shall have the meaning set forth in Section 3.20.

9.36. "*Legal Proceeding*" shall mean any action, suit, arbitration, claim or investigation by or before any Governmental or Regulatory Authority, any arbitration or alternative dispute resolution panel, or any other legal, administrative or other proceeding.

9.37. "*Liabilities*" shall mean all obligations and liabilities including, without limitation, direct or indirect indebtedness, guaranties, endorsements, claims, losses, damages, deficiencies, costs, expenses, or responsibilities, in any of the foregoing cases, whether fixed or unfixed, known or unknown, asserted or unasserted, choate or inchoate, liquidated or unliquidated, or secured or unsecured.

9.38. "*Licensed Intellectual Property*" shall mean all Copyrights, Patents, Trademarks, technology rights and licenses, trade secrets, know-how, inventions, methods, techniques and other intellectual property any one or more Relmada Entities have or has the right to use in connection with its business or their respective businesses, as applicable, pursuant to license, sublicense, agreement or permission.

9.39. "*Material Adverse Effect*" shall have the meaning set forth in Section 3.9.

9.40. "*Material Contract*" shall have the meaning set forth in Section 3.10.1.

9.41. "*Order*" shall mean any judgment, order, writ, decree, stipulation, injunction or other determination whatsoever of any Governmental or Regulatory Authority, arbitrator or any other Person whose finding, ruling or holding is legally binding or is enforceable as a matter of right (in any case, whether preliminary or final and whether voluntarily imposed or consented to).

9.42. "*Owned Intellectual Property*" shall mean all Copyrights, Patents, Trademarks, technology, trade secrets, know-how, inventio*ns, met*hods, techniques and other intellectual property owned by the Company or any of its Subsidiaries.

9.43. "*Patents*" shall mean patents and patent applications (including, without limitation, provisional applications, utility applications and design applications), including, without limitation, reissues, patents of addition, continuations, continuations-in-part, substitutions, additions, divisionals, renewals, registrations, confirmations, re-examinations, certificates of inventorship, extensions and the like, any foreign or international equivalent of any of the foregoing, and any domestic or foreign patents or patent applications claiming priority to any of the above.

9.44. "*Permits*" shall mean all licenses, permits, certificates of authority, authorizations, approvals, registrations, franchises, rights, Orders, qualifications and similar rights or approvals granted or issued by any Governmental or Regulatory Authority relating to the Business.

9.45. "*Per Unit Purchase Price*" shall have the meaning set forth in Section 1.2.

9.46. "*Person*" shall mean any individual, corporation, partnership, firm, joint venture, association, limited liability company, limited liability partnership, joint-stock company, trust, unincorporated organization or Governmental or Regulatory Authority.

9.47. "*Placement Agent*" shall mean Laidlaw & Company (UK) Ltd.

9.48. "*Premises*" shall have the meaning set forth in Section 3.24.

9.49. "*Products*" shall have the meaning set forth in Section 3.10.1(c).

9.50. "*Purchasers*" and "*Purchaser*" shall have the meaning set forth in the preamble to this Agreement.

9.51. "*Real Property Leases*" shall have the meaning set forth in Section 3.20.

9.52. "*Regulatory Approvals*" shall mean all Consents from all Governmental or Regulatory Authorities.

9.53. "*Requirement of Law*" shall mean any provision of law, statute, treaty, rule, regulation, ordinance or pronouncement having the effect of law, and any Order.

9.54. "*Schedules*" shall have the meaning set forth in the preamble to Section 3.

9.55. "*Securities Act*" shall have the meaning set forth in Section 3.26.

9.56. "*Statement Date*" shall have the meaning set forth in Section 3.8.

9.57. "*Subsequent Closing*" shall mean the funding which occurs on the Subsequent Closing Date.

9.58. "*Subsequent Closing Date*" shall mean the date that the Company selects by not less than 10 days' prior written notice to the Subsequent Closing Purchasers or such other date as the Company and the Subsequent Closing Purchasers who are entitled to purchase at least a majority of the Subsequent Common Stock to be purchased at the Subsequent Closing may mutually agree in writing.

9.59. "*Subsequent Closing Purchaser*" shall have the meaning set forth in Section 1.3.

9.60. "*Subsequent Units*" shall have the meaning set forth in Section 2.2.

9.61. "*Subsidiaries*" and "*Relmada Entities*" shall mean, with respect to any Person (including the Company), any corporation, partnership, association or other business entity of which more than 50% of the issued and outstanding stock or equivalent thereof having ordinary voting power is owned or controlled by such Person, by one or more Subsidiaries or by such Person and one or more Subsidiaries of such Person.

9.62. "*Suppliers*" shall have the meaning set forth in Section 3.21.2.

9.63. "*Tax Returns*" shall mean any declaration, return, report, estimate, information return, schedule, statements or other document filed or required to be filed in connection with the calculation, assessment or collection of any Taxes or, when none is required to be filed with a taxing authority, the statement or other document issued by, a taxing authority.

9.64. "*Taxes*" shall mean (i) any tax, charge, fee, levy or other assessment including, without limitation, any net income, gross income, gross receipts, sales, use, *ad valorem*, transfer, franchise, profits, payroll, employment, social security, unemployment, excise, estimated, stamp, occupancy, occupation, property or other similar taxes, including any interest or penalties thereon, and additions to tax or additional amounts imposed by any federal, state, local or foreign Governmental or Regulatory Authority, domestic or foreign or (ii) any Liability for the payment of any taxes, interest, penalty, addition to tax or like additional amount resulting from the application of Treasury Regulation §1.1502-6 or comparable Requirement of Law.

9.65. "*Trademarks*" shall mean trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, uniform resource locators (URLs), domain names, trade dress, any other names and locators associated with the Internet, other source of business identifiers, whether registered or unregistered and whether or not currently in use, and registrations, applications to register and all of the goodwill of the business related to the foregoing.

9.66. "*Transaction Documents*" shall mean this Agreement, the Subscription Agreement, the 2014 Investor Rights Agreement, the Series A Warrant, the Series B Warrant, the 2012 Investor Rights Agreement, the Share Exchange Agreement, the Company's Powerpoint Presentation, dated May 1, 2014 and all other documents, certificates and instruments executed and delivered at any Closing.

9.67. "*Units*" shall have the meaning set forth in the recitals to this Agreement and further defined in Section 1.1 herein.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have executed this Unit Purchase Agreement as of the date set forth in the first paragraph hereof.

COMPANY:CAMP NINE, INC.

By: /s/ Sergio Traversa
Name: Sergio Traversa
Title: Chief Executive Officer

Address: 501 Fifth Avenue, 14th Floor
New York, NY 10036

Tel: _____
Fax: _____
email: straversa@Relmada.com

PURCHASERS:

The Purchasers set forth on Exhibit A to the Agreement have executed a Subscription Agreement with the Company which provides, among other things, that by executing the Subscription Agreement each Purchaser is deemed to have executed the UNIT PURCHASE AGREEMENT in all respects and is bound to purchase the Units set forth in such Subscription Agreement and Exhibit A to the Agreement.

EXHIBIT A

SCHEDULE OF PURCHASERS

Initial Closing

Name of Purchaser	Initial Units	Common Stock	A Warrant Common Stock	B Warrant Common Stock	Total Purchase Price Amount
					$
					TOTAL: $

Subsequent Closing

Name of Subsequent Closing Purchaser	Subsequent Units	Common Stock	A Warrant Common Stock	B Warrant Common Stock	Total Purchase Price Amount
					TOTAL: $

EXHIBIT B-1

FORM OF A WARRANT

EXHIBIT B-2

FORM OF B WARRANT

EXHIBIT C

FORM OF LEGAL OPINION

EXHIBIT D

FORM OF 2014 INVESTOR RIGHTS AGREEMENT

Exhibit 10.2

To subscribe for Units including Common Stock and Warrants to Purchase Shares of Common Stock in the private offering of

CAMP NINE, INC.

1. **Date and Fill** in the number of units (the "**Units**"), with each Unit consisting of sixty six thousand six hundred sixty six (66,666) shares of common stock of Camp Nine, Inc. ("**Common Stock**") and two Investor Warrants as follows: (i) an "A" Warrant to purchase sixty six thousand six hundred sixty six (66,666) shares of Common Stock, exercisable at a price of $1.50 per share for a period of one hundred and twenty (120) days from the date of the final closing of the Offering (the "**A Warrant**"), and (ii) a "B" Warrant to purchase thirty three thousand thirty three (33,333) shares of Common Stock, exercisable at a price of $2.25 per share for a period of five (5) years from the date of the final closing (the "**B Warrant**") (collectively with the A Warrant, the "**Investor Warrants**"), at a negotiated price of $100,000 per Unit being subscribed for and **Complete and Sign** the Signature Page included in the Subscription Agreement.

2. **Initial** the Accredited Investor Certification attached to this Subscription Agreement.

3. **Complete and Sign the Signature Page attached to this Subscription Agreement. NOTICE: Please note that by executing the attached Subscription Agreement, you will be deemed to have (i) executed the Unit Purchase Agreement (Exhibit B to the Memorandum, as defined below), (ii) executed the 2014 Investor Rights Agreement (Exhibit D to the Memorandum), (iii) agreed to the terms of the Warrants (Exhibit C-1 and Exhibit C-2 to the Memorandum), (collectively the "Transaction Documents"), each of which are attached to the Confidential Private Placement Memorandum, dated May 20, 2014 as such may amended and/or supplemented from time to time after the date hereof , and will be treated for all purposes as if you did sign each such Transaction Document even though you may not have physically signed the signature pages to such documents**.

4. **Complete and Return** the attached Investor Questionnaire and, if applicable, Wire Transfer Authorization attached to this Subscription Agreement.

5. **Return** all forms to your Account Executive and then send all signed original documents with a check (if applicable) to:

Laidlaw & Co. (UK) Ltd.
546 Fifth Avenue
5th Floor
New York, NY 10036

6. Please make your subscription payment payable to the order of "**Signature Bank, as Escrow Agent for Camp Nine, Inc." Account No. 1502260339**

For wiring funds directly to the escrow account, use the following instructions:

Signature Bank
261 Madison Avenue
New York, NY 10016
Acct. Name: Signature Bank as Escrow Agent for Camp Nine, Inc.

ABA Number: 026013576
SWIFT Code: SIGNUS33
A/C Number: 1502260339

FBO: Purchaser Name
Social Security Number
Address

ALL SUBSCRIPTION DOCUMENTS MUST BE FILLED IN AND SIGNED EXACTLY AS SET FORTH WITHIN.

SUBSCRIPTION AGREEMENT

FOR

CAMP NINE, INC.

Camp Nine, Inc.
c/o Relmada Therapeutics, Inc.
501 Fifth Avenue, 3rd Floor
New York, NY 10017

Ladies and Gentlemen:

1. Subscription. The undersigned (the "***Purchaser***") will purchase the number of units ("***Units***") of securities of Camp Nine, Inc., a Delaware corporation (the "***Company***"), set forth on the signature page to this Subscription Agreement, at a purchase price of $100,000 per Unit, with each Unit consisting of (a) 66,666 shares of common stock, par value $0.001 per share, of the Company ("***Common Stock***"), and (b) two warrants (collectively, the "***Warrants***", including (i) an A warrant (the "***A Warrant***") to purchase 66,666 shares of Common Stock at an exercise price of $1.50 per share (subject to adjustment) for a period of one hundred and twenty (120) days from the final closing of the Offering and (ii) a warrant (the "***B Warrant***") to purchase 33,333 shares of Common Stock at an exercise price of $2.25 per share (subject to adjustment) for a period of five (5) years from the date of the final closing. The shares of common stock underlying the Warrants may hereinafter be referred to as the "***Warrant Shares***"). The Units are being offered (the "***Offering***") by the Company pursuant to the offering terms set forth in the Company's Confidential Private Placement Memorandum, dated May 20, 2014, as may be amended and/or supplemented, from time to time (collectively, the "***Memorandum***").

The Units are being offered on a "*reasonable efforts*" basis up to the maximum of $10,000,000 purchase price for the Units (the "***Maximum Offering Amount***").

Upon acceptance by the Company after the date hereof of subscriptions from prospective subscribers, the Placement Agent and the Company shall have the right at any time thereafter, prior to the Termination Date (as defined below), to effect an initial closing with respect to this Offering (the "Initial Closing"). Thereafter, the Placement Agent and the Company shall continue to accept, and continue to have closings (together with the Initial Closing, each a "Closing") for, additional subscriptions for Securities from investors from time to time until the earlier of (i) the date upon which subscriptions for the Maximum Offering Amount offered hereunder have been accepted, (ii) July 31, 2014 (subject to the right of the Company and the Placement Agent to extend the offering until September 1, 2014 without further notice to investors)(the "**Termination Date**").

The minimum investment amount that may be purchased by an investor is one Unit at a price of $100,000 (the "***Investor Minimum Investment***"); provided however, the Company and the Placement Agent, in their mutual discretion, may accept an investor subscription for an amount less than the Investor Minimum Investment. The subscription for the Units will be made in accordance with and subject to the terms and conditions of this Subscription Agreement and the Memorandum.

All subscription funds will be held in a non-interest bearing escrow account in the Company's name at Signature Bank (the "***Escrow Agent***"), 261 Madison Avenue, New York, New York 10016, or with such other escrow agent as may be appointed by Placement Agent and the Company (the "***Escrow Account***").

In the event that (i) subscriptions for the Offering are rejected in whole (at the sole discretion of the Company and the Placement Agent) or (ii) the Offering is otherwise terminated by the Company and the Placement Agent prior to the Termination Date, then the Escrow Agent will refund all subscription funds held in the Escrow Account to the persons who submitted such funds, without interest, penalty or deduction. If a subscription is rejected in part (at the sole discretion of the Company or Placement Agent) and the Company accepts the portion not so rejected, the funds for the rejected portion of such subscription will be returned without interest, penalty, expense or deduction.

The Company and the Placement Agent each reserves the right (but is not obligated) to allow its employees, agents, officers, directors and affiliates to purchase Units in the Offering and all such purchases will be counted towards the Maximum Offering Amount.

The terms of the Offering are more completely described in the Memorandum and such terms are incorporated herein in their entirety. Certain capitalized terms used, but not otherwise defined herein, will have the respective meanings provided in the Memorandum.

2. **Payment.** The Purchaser encloses herewith a check payable to, or will immediately make a wire transfer payment to, "**Signature Bank, as Escrow Agent for Camp Nine, Inc.**," in the full amount of the purchase price of the Units being subscribed for. Together with the check for, or wire transfer of, the full purchase price, the Purchaser is delivering a completed and executed Signature Page to this Subscription Agreement along with a completed and executed Investor Questionnaire, which is attached hereto as Exhibit A. **By executing this Subscription Agreement (this "*Subscription Agreement*"), you will be deemed to have (i) executed the Unit Purchase Agreement in the form of Exhibit B to the Memorandum (the "*Purchase Agreement*"), (ii) executed the 2014 Investor Rights Agreement in the form of Exhibit D to the memorandum, and (iii) agreed to the terms of the Warrants in the forms of Exhibit C-1 and Exhibit C-2 to the Memorandum, (collectively the "*Transaction Documents*"), and will be bound by the respective terms of each of them**. In addition, by executing this Agreement, you acknowledge receipt of the Company's powerpoint presentation, dated May 20, 2014.

3. **Deposit of Funds.** All payments made as provided in Section 2 hereof will be deposited by the Purchaser as soon as practicable with the Escrow Agent, or such other escrow agent appointed by Placement Agent and the Company, in the Escrow Account. In the event that the Company does not effect a Closing during the Offering Period, the Escrow Agent will refund all subscription funds, without deduction and/or interest accrued thereon, and will return the subscription documents to each Purchaser. If the Company or Placement Agent rejects a subscription, either in whole or in part (at the sole discretion of the Company or Placement Agent), the rejected subscription funds or the rejected portion thereof will be returned promptly to such Purchaser without interest, penalty, expense or deduction.

4. **Acceptance of Subscription.** The Purchaser understands and agrees that the Company or Placement Agent, its mutual discretion, reserves the right to accept this or any other subscription for the Units, in whole or in part, notwithstanding prior receipt by the Purchaser of notice of acceptance of this or any other subscription. The Company will have no obligation hereunder until the Company executes an executed copy of the Subscription Agreement. If Purchaser's subscription is rejected in whole (at the mutual discretion of the Company and Placement Agent), or the Offering is terminated, all funds received from the Purchaser will be returned without interest, penalty, expense or deduction, and this Subscription Agreement will thereafter be of no further force or effect. If Purchaser's subscription is rejected in part (at the mutual discretion of the Company and Placement Agent) and the Company accepts the portion not so rejected, the funds for the rejected portion of such subscription will be returned without interest, penalty, expense or deduction, and this Subscription Agreement will continue in full force and effect to the extent such subscription was accepted. The Purchaser may revoke its subscription and obtain a return of the subscription amount paid to the Escrow Account at any time before the date of the Initial Closing. The Purchaser may not revoke this subscription or obtain a return of the subscription amount paid to the Escrow Agent on or after the date of the Initial Closing. Any subscription received after the Initial Closing but prior to the Termination Date shall be irrevocable.

5. **Representations and Warranties of the Purchaser.** The Purchaser hereby acknowledges, represents, warrants, and agrees as follows:

(a) None of the Units, the Common Stock, the Warrants or the Warrant Shares (collectively referred to hereafter as the "***Securities***") are registered under the Securities Act of 1933, as amended (the "***Securities Act***"), or any state securities laws. The Purchaser understands that the offering and sale of the Securities is intended to be exempt from registration under the Securities Act, by virtue of Section 4(a)(2) thereof and the provisions of Regulation D promulgated thereunder, based, in part, upon the representations, warranties and agreements of the Purchaser contained in this Subscription Agreement and the Purchase Agreement;

(b) The Purchaser and the Purchaser's attorney, accountant, purchaser representative and/or tax advisor, if any (collectively, "***Advisors***"), have received and have carefully reviewed the Memorandum, this Subscription Agreement, and each of the Transaction Documents and all other documents requested by the Purchaser or its Advisors, if any, and understand the information contained therein, prior to the execution of this Subscription Agreement;

(c) Neither the Securities and Exchange Commission (the "***Commission***") nor any state securities commission has approved or disapproved of the Securities or passed upon or endorsed the merits of the Offering or confirmed the accuracy or determined the adequacy of the Memorandum. The Memorandum has not been reviewed by any Federal, state or other regulatory authority. Any representation to the contrary may be a criminal offense;

(d) All documents, records, and books pertaining to the investment in the Securities including, but not limited to, all information regarding the Company and the Securities, have been made available for inspection and reviewed by the Purchaser and its Advisors, if any;

(e) The Purchaser and its Advisors, if any, have had a reasonable opportunity to ask questions of and receive answers from the Company's officers and any other persons authorized by the Company to answer such questions, concerning, among other related matters, the Offering, the Securities, the Transaction Documents and the business, financial condition, results of operations and prospects of the Company and all such questions have been answered by the Company to the full satisfaction of the Purchaser and its Advisors, if any;

(f) In evaluating the suitability of an investment in the Company, the Purchaser has not relied upon any representation or other information (oral or written) other than as stated in the Memorandum;

(g) The Purchaser is unaware of, is in no way relying on, and did not become aware of the offering of the Securities through or as a result of, any form of general solicitation or general advertising including, without limitation, any article, notice, advertisement or other communication published in any newspaper, magazine or similar media or broadcast over television, radio or over the Internet, in connection with the offering and sale of the Securities and is not subscribing for the Securities and did not become aware of the Offering through or as a result of any seminar or meeting to which the Purchaser was invited by, or any solicitation of a subscription by, a person not previously known to the Purchaser in connection with investments in securities generally;

(h) The Purchaser has taken no action which would give rise to any claim by any person for brokerage commissions, finders' fees or the like relating to this Subscription Agreement or the transactions contemplated hereby (other than fees to be paid by the Company to Placement Agent, as described in the Memorandum);

(i) The Purchaser, either alone or together with its Advisors, if any, has such knowledge and experience in financial, tax, and business matters, and, in particular, investments in securities, so as to enable it to utilize the information made available to it in connection with the Offering to evaluate the merits and risks of an investment in the Securities and the Company and to make an informed investment decision with respect thereto;

(j) The Purchaser is not relying on the Company, Placement Agent or any of their respective employees or agents with respect to the legal, tax, economic and related considerations of an investment in any of the Securities and the Purchaser has relied on the advice of, or has consulted with, only its own Advisors;

(k) The Purchaser is acquiring the Securities solely for such Purchaser's own account for investment and not with a view to resale or distribution thereof, in whole or in part. The Purchaser has no agreement or arrangement, formal or informal, with any person to sell or transfer all or any part of any of the Securities and the Purchaser has no plans to enter into any such agreement or arrangement;

(l) The Purchaser understands and agrees that purchase of the Securities is a high risk investment and the Purchaser is able to afford an investment in a speculative venture having the risks and objectives of the Company. The Purchaser must bear the substantial economic risks of the investment in the Securities indefinitely because none of the Securities may be sold, hypothecated or otherwise disposed of unless subsequently registered under the Securities Act and applicable state securities laws or an exemption from such registration is available. Legends will be placed on the certificates representing the Common Stock, the Warrants and the shares of Common Stock issuable upon exercise of the Warrants to the effect that such securities have not been registered under the Securities Act or applicable state securities laws and appropriate notations thereof will be made in the Company's books;

(m) The Purchaser has adequate means of providing for such Purchaser's current financial needs and foreseeable contingencies and has no need for liquidity from its investment in the Securities for an indefinite period of time;

(n) The Purchaser is aware that an investment in the Securities involves a number of very significant risks and has carefully read and considered the matters set forth in the Memorandum and the Transaction Documents, and has considered, in particular, the matters under the caption "Risk Factors" in the Memorandum and understands any of such risk may materially adversely affect the Company's operations and future prospects;

(o) At the time such Purchaser was offered the Securities, it was, and as of the date hereof it is, and on each date on which it exercises any Investor Warrants, it will be an"accredited investor" within the meaning of Regulation D, Rule 501(a), promulgated by the Securities and Exchange Commission under the Securities Act and has truthfully and accurately completed the Investor Questionnaire attached as Exhibit A to this Subscription Agreement and will submit to the Company such further assurances of such status as may be reasonably requested by the Company;

(p) The Purchaser: (i) if a natural person, represents that the Purchaser has reached the age of 21 and has full power and authority to execute and deliver this Subscription Agreement and all other related agreements or certificates and to carry out the provisions hereof and thereof; (ii) if a corporation, partnership, or limited liability company, or association, joint stock company, trust, unincorporated organization or other entity, represents that such entity was not formed for the specific purpose of acquiring the Securities, such entity is duly organized, validly existing and in good standing under the laws of the state of its organization, the consummation of the transactions contemplated hereby is authorized by, and will not result in a violation of state law or its charter or other organizational documents, such entity has full power and authority to execute and deliver this Subscription Agreement and all other related agreements or certificates and to carry out the provisions hereof and thereof and to purchase and hold the Securities, the execution and delivery of this Subscription Agreement has been duly authorized by all necessary action, this Subscription Agreement has been duly executed and delivered on behalf of such entity and is a legal, valid and binding obligation of such entity; or (iii) if executing this Subscription Agreement in a representative or fiduciary capacity, represents that it has full power and authority to execute and deliver this Subscription Agreement in such capacity and on behalf of the subscribing individual, ward, partnership, trust, estate, corporation, or limited liability company or partnership, or other entity for whom the Purchaser is executing this Subscription Agreement, and such individual, partnership, ward, trust, estate, corporation, or limited liability company or partnership, or other entity has full right and power to perform pursuant to this Subscription Agreement and make an investment in the Company, and represents that this Subscription Agreement constitutes a legal, valid and binding obligation of such entity. The execution and delivery of this Subscription Agreement will not violate or be in conflict with any order, judgment, injunction, agreement or controlling document to which the Purchaser is a party or by which it is bound;

(q) The Purchaser and its Advisors, if any, have had the opportunity to obtain any additional information, to the extent the Company had such information in its possession or could acquire it without unreasonable effort or expense, necessary to verify the accuracy of the information contained in the Memorandum including, but not limited to, the terms and conditions of the Securities as set forth therein and the Transaction Documents and all other related documents, received or reviewed in connection with the purchase of the Securities and have had the opportunity to have representatives of the Company provide them with such additional information regarding the terms and conditions of this particular investment and the financial condition, results of operations, business and prospects of the Company deemed relevant by the Purchaser or its Advisors, if any, and all such requested information, to the extent the Company had such information in its possession or could acquire it without unreasonable effort or expense, has been provided by the Company in writing to the full satisfaction of the Purchaser and its Advisors, if any;

(r) The Purchaser represents to the Company that any information which the undersigned has heretofore furnished or is furnishing herewith to the Company is complete and accurate and may be relied upon by the Company in determining the availability of an exemption from registration under Federal and state securities laws in connection with the offering of securities as described in the Memorandum;

(s) The Purchaser has significant prior investment experience, including investment in non-listed and unregistered securities. The Purchaser has a sufficient net worth to sustain a loss of its entire investment in the Company in the event such a loss should occur. The Purchaser's overall commitment to investments which are not readily marketable is not excessive in view of the Purchaser's net worth and financial circumstances and the purchase of the Securities will not cause such commitment to become excessive. This investment is a suitable one for the Purchaser;

(t) The Purchaser is satisfied that it has received adequate information with respect to all matters which it or its Advisors, if any, consider material to its decision to make this investment;

(u) The Purchaser acknowledges that any and all estimates or forward-looking statements or projections included in the Memorandum were prepared by the Company in good faith, but that the attainment of any such projections, estimates or forward-looking statements cannot be guaranteed, will not be updated by the Company and should not be relied upon;

(v) No oral or written representations have been made, or oral or written information furnished, to the Purchaser or its Advisors, if any, in connection with the offering of the Securities which are in any way inconsistent with the information contained in the Memorandum;

(w) Within five (5) days after receipt of a request from the Company, the Purchaser will provide such information and deliver such documents as may reasonably be necessary to comply with any and all laws and ordinances to which the Company is subject;

(x) THE SECURITIES OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OR THE SECURITIES LAWS OF CERTAIN STATES AND ARE BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF SAID ACT AND SUCH LAWS. THE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER SAID ACT AND SUCH LAWS PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. THE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE COMMISSION, ANY STATE SECURITIES COMMISSION OR ANY OTHER REGULATORY AUTHORITY, NOR HAVE ANY OF THE FOREGOING AUTHORITIES PASSED UPON OR ENDORSED THE MERITS OF THIS OFFERING OR THE ACCURACY OR ADEQUACY OF THE MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL;

(y) In making an investment decision, investors must rely on their own examination of Company and the terms of the Offering, including the merits and risks involved. Investors should be aware that they will be required to bear the financial risks of this investment for an indefinite period of time;

(z) **(For ERISA plans only)** The fiduciary of the ERISA plan (the "***Plan***") represents that such fiduciary has been informed of and understands the Company's investment objectives, policies and strategies, and that the decision to invest "plan assets" (as such term is defined in ERISA) in the Company is consistent with the provisions of ERISA that require diversification of plan assets and impose other fiduciary responsibilities. The Purchaser or Plan fiduciary (a) is responsible for the decision to invest in the Company; (b) is independent of the Company and any of its affiliates; (c) is qualified to make such investment decision; and (d) in making such decision, the Purchaser or Plan fiduciary has not relied on any advice or recommendation of the Company or any of its affiliates;

(aa) The Purchaser has read in its entirety the Memorandum and all exhibits and annexes thereto, including, but not limited to, all information relating to the Company, and the Securities, and understands fully to its full satisfaction all information included in the Memorandum including, but not limited to, the Section entitled "Risk Factors" as well as any other information included in the Transaction Documents;

(bb) The Purchaser represents that (i) the Purchaser was contacted regarding the sale of the Securities by the Company or the Placement Agent (or another person whom the Purchaser believed to be an authorized agent or representative thereof) with whom the Purchaser had a prior substantial pre-existing relationship and (ii) it did not learn of the offering of the Securities by means of any form of general solicitation or general advertising, and in connection therewith, the Purchaser did not (A) receive or review any advertisement, article, notice or other communication published in a newspaper or magazine or similar media or broadcast over television or radio, whether closed circuit, or generally available; or (B) attend any seminar meeting or industry investor conference whose attendees were invited by any general solicitation or general advertising;

(cc) The Purchaser consents to the placement of a legend on any certificate or other document evidencing the Securities and, when issued, the Warrant Shares, that such securities have not been registered under the Securities Act or any state securities or "blue sky" laws and setting forth or referring to the restrictions on transferability and sale thereof contained in this Agreement. The Purchaser is aware that the Company will make a notation in its appropriate records with respect to the restrictions on the transferability of such Securities. The legend to be placed on each certificate shall be in form substantially similar to the following:

> "THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "ACT") OR ANY STATE SECURITIES OR "BLUE SKY LAWS," AND MAY NOT BE OFFERED, SOLD, TRANSFERRED, ASSIGNED, PLEDGED OR HYPOTHECATED ABSENT AN EFFECTIVE REGISTRATION THEREOF UNDER SUCH ACT OR COMPLIANCE WITH RULE 144 PROMULGATED UNDER SUCH ACT, OR UNLESS THE COMPANY HAS RECEIVED AN OPINION OF COUNSEL, REASONABLY SATISFACTORY TO THE COMPANY AND ITS COUNSEL, THAT SUCH REGISTRATION IS NOT REQUIRED."

(dd) The Purchaser acknowledges that if he or she is a Registered Representative of a Financial Industry Regulatory Authority ("FINRA") member firm, he or she must give such firm the notice required by the FINRA's Rules of Fair Practice, receipt of which must be acknowledged by such firm prior to an investment in the Securities.

(ee) To effectuate the terms and provisions hereof, the Purchaser hereby appoint the Placement Agent as its attorney-in-fact (and the Placement Agent hereby accepts such appointment) for the purpose of carrying out the provisions of the Escrow Agreement by and between the Company, the Placement Agent and Signature Bank (the "Escrow Agreement") including, without limitation, taking any action on behalf of, or at the instruction of, the Purchaser and executing any release notices required under the Escrow Agreement and taking any action and executing any instrument that the Placement Agent may deem necessary or advisable (and lawful) to accomplish the purposes hereof. All acts done under the foregoing authorization are hereby ratified and approved and neither the Placement Agent nor any designee nor agent thereof shall be liable for any acts of commission or omission, for any error of judgment, for any mistake of fact or law except for acts of gross negligence or willful misconduct. This power of attorney, being coupled with an interest, is irrevocable while the Escrow Agreement remains in effect.

(ff) The Purchaser agrees not to issue any public statement with respect to the Offering, Purchaser's investment or proposed investment in the Company or the terms of any agreement or covenant between them and the Company without the Company's prior written consent, except such disclosures as may be required under applicable law.

(gg) The Purchaser understands, acknowledges and agrees with the Company that this subscription may be rejected, in whole or in part, by the Company, in the sole and absolute discretion of the Company, at any time before any Closing notwithstanding prior receipt by the Purchaser of notice of acceptance of the Purchaser's subscription.

(hh) The Purchaser acknowledges that the information contained in the Transaction Documents or otherwise made available to the Purchaser is confidential and non-public and agrees that all such information shall be kept in confidence by the Purchaser and neither used by the Purchaser for the Purchaser's personal benefit (other than in connection with this subscription) nor disclosed to any third party for any reason, notwithstanding that a Purchaser's subscription may not be accepted by the Company; provided, however, that (a) the Purchaser may disclose such information to its affiliates and advisors who may have a need for such information in connection with providing advice to the Purchaser with respect to its investment in the Company so long as such affiliates and advisors have an obligation of confidentiality, and (b) this obligation shall not apply to any such information that (i) is part of the public knowledge or literature and readily accessible at the date hereof, (ii) becomes part of the public knowledge or literature and readily accessible by publication (except as a result of a breach of this provision) or (iii) is received from third parties without an obligation of confidentiality (except third parties who disclose such information in violation of any confidentiality agreements or obligations, including, without limitation, any subscription or other similar agreement entered into with the Company).

6. **Representations and Warranties of the Company.**The representations and warranties contained in Section 3 of the Purchase Agreement to be entered into by the Company and the Purchasers shall be incorporated herein by reference and shall be deemed to be made under this Subscription Agreement.

7. **Indemnification.** The Purchaser agrees to indemnify and hold harmless the Company, Placement Agent and each of their respective officers, directors, managers, employees, agents, attorneys, control persons and affiliates from and against all losses, liabilities, claims, damages, costs, fees and expenses whatsoever (including, but not limited to, any and all expenses incurred in investigating, preparing or defending against any litigation commenced or threatened) based upon or arising out of any actual or alleged false acknowledgment, representation or warranty, or misrepresentation or omission to state a material fact, or breach by the Purchaser of any covenant or agreement made by the Purchaser herein or in any other document delivered in connection with this Subscription Agreement.

8. **Binding Effect.** This Subscription Agreement will survive the death or disability of the Purchaser and will be binding upon and inure to the benefit of the parties and their heirs, executors, administrators, successors, legal representatives, and permitted assigns. If the Purchaser is more than one person, the obligations of the Purchaser hereunder will be joint and several and the agreements, representations, warranties and acknowledgments herein will be deemed to be made by and be binding upon each such person and such person's heirs, executors, administrators, successors, legal representatives and permitted assigns.

9. **Modification.** This Subscription Agreement will not be modified or waived except by an instrument in writing signed by the party against whom any such modification or waiver is sought.

10. **Notices.** Any notice or other communication required or permitted to be given hereunder will be in writing and will be mailed by certified mail, return receipt requested, or delivered by reputable overnight courier such as FedEx against receipt to the party to whom it is to be given (a) if to the Company, at the address set forth in the Purchase Agreement or (b) if to the Purchaser, at the address set forth on the signature page hereof (or, in either case, to such other address as the party will have furnished in writing in accordance with the provisions of this Section 10). Any notice or other communication given by certified mail will be deemed given at the time of certification thereof, except for a notice changing a party's address which will be deemed given at the time of receipt thereof. Any notice or other communication given by overnight courier will be deemed given at the time of delivery.

11. **Assignability.** This Subscription Agreement and the rights, interests and obligations hereunder are not transferable or assignable by the Purchaser and the transfer or assignment of any of the Securities will be made only in accordance with all applicable laws.

12. Applicable Law. This Subscription Agreement will be governed by and construed under the laws of the State of New York as applied to agreements among New York residents entered into and to be performed entirely within New York. The parties hereto (1) agree that any legal suit, action or proceeding arising out of or relating to this Subscription Agreement will be instituted exclusively in New York State Supreme Court, County of New York, or in the United States District Court for the Southern District of New York, (2) waive any objection which the parties may have now or hereafter to the venue of any such suit, action or proceeding, and (3) irrevocably consent to the jurisdiction of the New York State Supreme Court, County of New York, and the United States District Court for the Southern District of New York in any such suit, action or proceeding. Each of the parties hereto further agrees to accept and acknowledge service of any and all process which may be served in any such suit, action or proceeding in the New York State Supreme Court, County of New York, or in the United States District Court for the Southern District of New York and agrees that service of process upon it mailed by certified mail to its address will be deemed in every respect effective service of process upon it, in any such suit, action or proceeding. THE PARTIES HERETO AGREE TO WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS SUBSCRIPTION AGREEMENT OR ANY DOCUMENT OR AGREEMENT CONTEMPLATED HEREBY.

13. **Blue Sky Qualification.** The purchase of Securities pursuant to this Subscription Agreement is expressly conditioned upon the exemption from qualification of the offer and sale of the Securities from applicable federal and state securities laws.

14. **Use of Pronouns.** All pronouns and any variations thereof used herein will be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the person or persons referred to may require.

15. **Confidentiality.** The Purchaser acknowledges and agrees that any information or data the Purchaser has acquired from or about the Company not otherwise properly in the public domain, was received in confidence. The Purchaser agrees not to divulge, communicate or disclose, except as may be required by law or for the performance of this Subscription Agreement, or use to the detriment of the Company or for the benefit of any other person or persons, or misuse in any way, any confidential information of the Company, including any trade or business secrets of the Company and any business materials that are treated by the Company as confidential or proprietary, including, without limitation, confidential information obtained by or given to the Company about or belonging to third parties.

16. **Miscellaneous.**

(a) This Subscription Agreement, together with the other Transaction Documents, constitute the entire agreement between the Purchaser and the Company with respect to the subject matter hereof and supersede all prior oral or written agreements and understandings, if any, relating to the subject matter hereof. The terms and provisions of this Subscription Agreement may be waived, or consent for the departure therefrom granted, only by a written document executed by the party entitled to the benefits of such terms or provisions.

(b) Each of the Purchaser's and the Company's representations and warranties made in this Subscription Agreement will survive the execution and delivery hereof and delivery of the Securities.

(c) Each of the parties hereto will pay its own fees and expenses (including the fees of any attorneys, accountants, appraisers or others engaged by such party) in connection with this Subscription Agreement and the transactions contemplated hereby whether or not the transactions contemplated hereby are consummated.

(d) This Subscription Agreement may be executed in one or more counterparts each of which will be deemed an original, but all of which will together constitute one and the same instrument.

(e) Each provision of this Subscription Agreement will be considered separable and, if for any reason any provision or provisions hereof are determined to be invalid or contrary to applicable law, such invalidity or illegality will not impair the operation of or affect the remaining portions of this Subscription Agreement.

(f) Paragraph titles are for descriptive purposes only and will not control or alter the meaning of this Subscription Agreement as set forth in the text.

17. **Signature Page.It is hereby agreed by the parties hereto that the execution by the Purchaser of this Subscription Agreement, in the place set forth hereinbelow, will be deemed and constitute the agreement by the Purchaser to be bound by all of the terms and conditions hereof as well as by the (i) the Unit Purchase Agreement, (ii) the 2014 Investor Rights Agreement, and (iii) the Warrants, and will be deemed and constitute the execution by the Purchaser of all such Transaction Documents without requiring the Purchaser's separate signature on any of such Transaction Documents.**

[Remainder of page intentionally left blank]

ANTI-MONEY LAUNDERING REQUIREMENTS

The USA PATRIOT Act

The USA PATRIOT Act is designed to detect, deter, and punish terrorists in the United States and abroad. The Act imposes new anti-money laundering requirements on brokerage firms and financial institutions. Since April 24, 2002 all brokerage firms have been required to have new, comprehensive anti-money laundering programs. To help you understand these efforts, we want to provide you with some information about money laundering and our steps to implement the USA PATRIOT Act.

What is money laundering?

Money laundering is the process of disguising illegally obtained money so that the funds appear to come from legitimate sources or activities. Money laundering occurs in connection with a wide variety of crimes, including illegal arms sales, drug trafficking, robbery, fraud, racketeering, and terrorism.

How big is the problem and why is it important?

The use of the U.S. financial system by criminals to facilitate terrorism or other crimes could well taint our financial markets. According to the U.S. State Department, one recent estimate puts the amount of worldwide money laundering activity at $1 trillion a year.

What are we required to do to eliminate money laundering?

Under new rules required by the USA PATRIOT Act, our anti-money laundering program must designate a special compliance officer, set up employee training, conduct independent audits, and establish policies and procedures to detect and report suspicious transaction and ensure compliance with the new laws.

As part of our required program, we may ask you to provide various identification documents or other information. Until you provide the information or documents we need, we may not be able to effect any transactions for you.

CAMP NINE, INC.
SIGNATURE PAGE TO
SUBSCRIPTION AGREEMENT

Purchaser hereby elects to purchase a total of _____Unit(s), each Unit consisting of 66,666 shares of Common Stock and an A Warrant to purchase 66,666 shares of Common Stock and a B Warrant to purchase 33,333 shares of Common Stock at a purchase price of $100,000 per Unit (NOTE: to be completed by the Purchaser).

Date (NOTE: To be completed by the Purchaser): _____, 2014

If the Purchaser is an INDIVIDUAL, and if purchased as JOINT TENANTS, as TENANTS IN COMMON, or as COMMUNITY PROPERTY:

_____	_____
Print Name(s)	Social Security Number(s)
_____	_____
Signature(s) of Purchaser(s)	Signature
_____	_____
Date	Address

If the Purchaser is a PARTNERSHIP, CORPORATION, LIMITED LIABILITY COMPANY or TRUST:

_____	_____
Name of Partnership, Corporation, Limited Liability Company or Trust	Federal Taxpayer Identification Number
By: _____	_____
Name:	State of Organization
Title:	

AGREED AND ACCEPTED:

CAMP NINE, INC.

By: _____	_____
Name:	Date
Title:	

Exhibit A

FORM OF INVESTOR QUESTIONNAIRE
CAMP NINE, INC.

For Individual Investors Only

(All individual investors must *INITIAL* where appropriate. Where there are joint investors both parties must *INITIAL*):

Initial _____ I certify that I have a "net worth" of at least $1 million either individually or through aggregating my individual holdings and those in which I have a joint, community property or other similar shared ownership interest with my spouse. For purposes of calculating net worth under this paragraph, (i) the primary residence shall not be included as an asset, (ii) to the extent that the indebtedness that is secured by the primary residence is in excess of the fair market value of the primary residence, the excess amount shall be included as a liability, and (iii) if the amount of outstanding indebtedness that is secured by the primary residence exceeds the amount outstanding 60 days prior to the execution of this Subscription Agreement, other than as a result of the acquisition of the primary residence, the amount of such excess shall be included as a liability.

Initial _____ I certify that I have had an annual gross income for the past two years of at least $200,000 (or $300,000 jointly with my spouse) and expect my income (or joint income, as appropriate) to reach the same level in the current year.

For Non-Individual Investors

(all Non-Individual Investors must *INITIAL* where appropriate):

Initial _____ The undersigned certifies that it is a partnership, corporation, limited liability company or business trust that is 100% owned by persons who meet either of the criteria for Individual Investors, above.

Initial _____ The undersigned certifies that it is a partnership, corporation, limited liability company or business trust that has total assets of at least $5 million and was not formed for the purpose of investing in Company.

Initial _____ The undersigned certifies that it is an employee benefit plan whose investment decision is made by a plan fiduciary (as defined in ERISA §3(21)) that is a bank, savings and loan association, insurance company or registered investment adviser.

Initial _____ The undersigned certifies that it is an employee benefit plan whose total assets exceed $5,000,000 as of the date of the Subscription Agreement.

Initial _____ The undersigned certifies that it is a self-directed employee benefit plan whose investment decisions are made solely by persons who meet either of the criteria for Individual Investors, above.

Initial _____ The undersigned certifies that it is a U.S. bank, U.S. savings and loan association or other similar U.S. institution acting in its individual or fiduciary capacity.

Initial _____ The undersigned certifies that it is a broker-dealer registered pursuant to §15 of the Securities Exchange Act of 1934.

Initial _____ The undersigned certifies that it is an organization described in §501(c)(3) of the Internal Revenue Code with total assets exceeding $5,000,000 and not formed for the specific purpose of investing in Company.

Initial _____ The undersigned certifies that it is a trust with total assets of at least $5,000,000, not formed for the specific purpose of investing in Company, and whose purchase is directed by a person with such knowledge and experience in financial and business matters that he is capable of evaluating the merits and risks of the prospective investment.

Initial _____ The undersigned certifies that it is a plan established and maintained by a state or its political subdivisions, or any agency or instrumentality thereof, for the benefit of its employees, and which has total assets in excess of $5,000,000.

Initial _____ The undersigned certifies that it is an insurance company as defined in §2(a)(13) of the Securities Act of 1933, as amended, or a registered investment company.

[Remainder of page intentionally left blank]

CAMP NINE, INC.
Investor Questionnaire
(*Must be completed by Purchaser)*

Section A - Individual Purchaser Information

Purchaser Name(s): _____

Individual executing Profile or Trustee: _____

Social Security Numbers / Federal I.D. Number: _____

Date of Birth: _____ Marital Status: _____
Joint Party Date of Birth:_____
Investment Experience (Years): _____
Annual Income: _____
Liquid Net Worth:_____
Net Worth: _____
Investment Objectives ***(circle one or more):*** Long Term Capital Appreciation, Short Term Trading, Businessman's Risk, Income, Safety of Principal, Tax Exempt Income or other

Home Street Address: _____

Home City, State & Zip Code: _____

Home Phone: _____ Home Fax: _____

Home Email: _____

Employer: _____

Employer Street Address: _____

Employer City, State & Zip Code: _____

Bus. Phone: _____ Bus. Fax: _____

Bus. Email: _____

Type of Business: _____

LAIDLAW Account Executive / Outside Broker/Dealer: _____

Please check if you are a FINRA member or affiliate of a FINRA member firm: _____

Section B – Entity Purchaser Information

Purchaser Name(s): _____

Authorized Individual executing Profile or Trustee: _____

Social Security Numbers / Federal I.D. Number: _____

Investment Experience (Years): _____

Annual Income: _____

Net Worth: _____

Was the Entity formed for the specific purpose of purchasing the Units?

☐ Yes ☐ No

Principal Purpose (Trust)_____

Type of Business: _____

Investment Objectives ***(circle one or more):*** Long Term Capital Appreciation, Short Term Trading, Businessman's Risk, Income, Safety of Principal, Tax Exempt Income or other

Street Address: _____

City, State & Zip Code: _____

Phone: _____ Fax: _____

Email: _____

Laidlaw Account Executive / Outside Broker/Dealer:

_____

Please check if you are a FINRA member or affiliate of a FINRA member firm: _____

Section C – Form of Payment – Check or Wire Transfer

____ Check payable to "**SIGNATURE BANK, AS ESCROW AGENT FOR CAMP NINE, INC.**

____ Wire funds from my outside account according to the "To subscribe for Units of Common Stock and Warrants to Purchase Shares of Common Stock in the private offering of CAMP NINE, INC."

____ Wire funds from my LAIDLAW Account – See following page

____ The funds for this investment are rolled over, tax deferred from _____ within the Allowed 60-day window

Section D – Purchaser Instructions for Payments of any Dividends

☐ Please make any dividend and any other payment checks pursuant to the Units to "Sterne Agee & Leach Inc. c/f [**Insert Client Name]**" and deliver such checks to so that they may deposit them into my Laidlaw brokerage account

☐ Please make out any dividend and any other payment checks pursuant to the Units in the registered name of the Purchaser set forth in the signature page to the Subscription Agreement for the Units and mail such checks to me at the address specified in such signature page.

Section E – Securities Delivery Instructions (check one)

____ Please deliver my securities to Laidlaw for deposit into my brokerage account.

____ Please deliver my securities to the address listed in the above Investor Questionnaire.

____ Please deliver my securities to the below address:
_____
_____
_____
_____

Purchaser Signature(s) _____Date_____

Wire Transfer Authorization

TO: OPERATIONS MANAGER
LAIDLAW & CO. (UK) LTD.

RE: Client Wire Transfer Authorization
CAMP NINE, INC.

DATE:_____

This memorandum authorizes the transfer of the following listed funds from my LAIDLAW Brokerage Account as follows:

LAIDLAW Brokerage Account # _____

Wire Amount $_____

SIGNATURE BANK
261 Madison Avenue
New York, NY 10016

ABA Number: 026013576
For Credit to Signature Bank, as Escrow Agent for
Camp Nine, Inc.
Account No.: 1502260339

REFERENCE:

PURCHASER'S LEGAL NAME
_____

TAX ID NUMBER
_____

PURCHASER'S ADDRESS
_____

FBO: _____

Signature: _____

Signature: _____
(Joint Signature)

Exhibit 10.3

2014 UNIT INVESTOR RIGHTS AGREEMENT

BY AND AMONG

CAMP NINE. INC.

AND

THE INVESTORS PARTY HERETO

June 10, 2014

2014 UNIT INVESTOR RIGHTS AGREEMENT

THIS 2014 UNIT INVESTOR RIGHTS AGREEMENT (the "***Agreement***") is entered into as of June 10, 2014, by and among Camp Nine, Inc., a Nevada corporation (the "***Company***"), the persons identified on Exhibit A hereto (the "***Investors***"), and the Placement Agent (defined below).

BACKGROUND

WHEREAS, the Investors are purchasing or otherwise acquiring Units (as defined herein) pursuant to the form of Unit Purchase Agreement (the "***Purchase Agreement***") attached as an exhibit to the Private Placement Memorandum (as defined herein);

WHEREAS, as a condition of entering into the Purchase Agreement, the Investors and the Placement Agent have requested that the Company agree to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, representations, warranties, covenants and conditions set forth in this Agreement and in the Purchase Agreement, the parties, intending to be legally bound, mutually agree as follows:

Section 1. GENERAL

1.1 **Definitions**. As used in this Agreement the following terms shall have the following respective meanings:

"Affiliate" means, with respect to any Person, any other Person who is an "affiliate" of such Person within the meaning of Rule 12b-2 of the General Rules and Regulations under the Exchange Act.

"Common Stock" means the shares of the Common Stock, $0.001 par value per share, of the Company.

"***Counterpart***" means a counterpart signature page to this Agreement in substantially the same form as Exhibit B attached to this Agreement.

"*Designated Holder*" means a stockholder proposing to distribute common stock in accordance with the Investor Rights Agreement.

"*Exchange Act*" means the Securities Exchange Act of 1934, as amended, and any rules or regulations promulgated thereunder, all as the same is in effect from time to time.

"***Form S-3***" means such form under the Securities Act as in effect on the date hereof or any successor form under the Securities Act that permits significant incorporation by reference of the Company's subsequent public filings under the Exchange Act

"*Holder*" means any Investor or the Placement Agent owning of record any Registrable Securities and any assignee of record of such Registrable Securities.

"***Indemnifiable Losses***" means shall mean all losses, liabilities, obligations, claims, demands, damages, penalties, settlements, causes of action, costs and expenses, including, without limitation, the actual reasonable costs paid in connection with an Indemnitee's investigation and evaluation of any claim or right asserted against such Indemnitee Party and all reasonable attorneys', experts' and accountants' fees, expenses and disbursements and court costs including, without limitation, those incurred in connection with the Indemnitee's enforcement of this Agreement and the indemnification provisions of Section 7 of this Agreement.

"Investor Rights Agreement" means the Investor Rights Agreement dated July 2012 between the Company and certain of its stockholders.

"Offering" means the offering of Units pursuant to the Private Placement Memorandum (defined below).

"Order of Cutbacks" has the meaning set forth in Section 2.2(b).

"Placement Agent" means Laidlaw & Company (UK) Ltd.

"Person" means any natural person, corporation, general partnership, limited partnership, limited liability partnership, limited liability company, proprietorship, joint venture, trust, association, union, entity or other form of business organization or any governmental or regulatory authority whatsoever.

"Private Placement Memorandum" means that certain Confidential Private Placement Memorandum dated May 20, 2014 describing the offering of Units.

"Register," "registered," and "***registration***" each refers to a resale registration effected by preparing and filing a registration statement in compliance with the Securities Act, and the declaration or ordering of the effectiveness of such registration statement.

"***Registrable Securities***" means the following shares of the Company's Common Stock (referred to herein collectively as the "***Stock***"): (i) all shares of Common Stock issued as part of the Units, (ii) all shares of Common Stock issuable upon exercise of the Investor Warrants (as defined in the Private Placement Memorandum), (iii) all shares of Common Stock issuable upon exercise of the warrants issued to Laidlaw & Company (UK) Ltd. (or its assigns) pursuant to the terms of that certain engagement agreement, dated May 19, 2014 (collectively, the "Laidlaw Warrants"), excluding in all cases, however, any Registrable Securities sold by a Person in a transaction in which an Investor's rights under this Agreement are not assigned; (iv) all shares of Common Stock issued as part of the units sold in the Relmada Therapeutics, Inc. private placement closings that occurred on May 12, 2014 and May 15, 2014 (the "Prior Offering"), (v) all shares of Common Stock issuable upon exercise of the Investor Warrants issued in the Prior Offering, and (vi) all shares of Common Stock issuable upon exercise of the Laidlaw Warrants issued in the Prior Offering, excluding in all cases, however, any Registrable Securities sold by a Person in a transaction in which an Investor's rights under this Agreement are not assigned; provided, however, that Registrable Securities shall not include any securities (A) sold to or through a broker or dealer or underwriter in a public distribution or a public securities transaction, (B) sold in a transaction exempt from the registration and prospectus delivery requirements of the Securities Act under Section 4(a)(l) thereof so that all transfer restrictions and restrictive legends with respect thereto are removed upon the consummation of such sale, or (C) if the Investor thereof is no longer entitled to exercise any right provided in this Agreement.

"Registrable Securities then outstanding" means and shall be determined by the number of shares of Common Stock of the Company outstanding which are Registrable Securities plus the number of shares of Common Stock issuable pursuant to outstanding securities that are then exercisable for or convertible into securities which are Registrable Securities.

"*Registration Rights Security*" shall have the meaning set forth Section 2.1(c).

"***Reverse Merger***" has the meaning set forth in Section 2.1(a).

"Rule 144" means Rule 144 under the Securities Act.

"***Rule 415***" means Rule 415 under the Securities Act.

"*SEC*" or **"*Commission*"** means the Securities and Exchange Commission.

"*Securities Act*" means the Securities Act of 1933, as amended, and any rules or regulations promulgated thereunder, all as the same is in effect from time to time.

"SEC Guidance" means (i) any publicly-available written or oral guidance, comments, requirements or requests of the Commission staff and (ii) the Securities Act.

"Subsidiaries" means any Person of which a Company, directly or indirectly, through one or more intermediaries owns or controls at the time at least fifty percent (50%) of the outstanding voting equity or similar interests or the right to receive at least fifty percent (50%) of the profits or earnings or aggregate equity value.

"***Transaction Documents***" has the meaning ascribed to it in the Purchase Agreement.

"***Units***" means the units of the Company's securities as described in the Private Placement Memorandum.

Terms not otherwise defined in this Agreement shall have the meanings set forth in the Purchase Agreement.

Section 2. REGISTRATION OF REGISTRABLE SECURITIES

2.1. Company Obligation of Registration.

(a) The Company will file with the SEC upon the earlier of (i) the date upon which the Company files a registration statement pursuant to the terms of that certain registration rights agreement, dated May 12, 2014, or (ii) forty-five (45) days of the date of the final closing of the Offering (the **"Filing Deadline"**), a registration statement registering for resale all Registrable Securities and any securities defined as "Registrable Securities" under the Investor Rights Agreement (the "**Registration Rights Securities**") requested to be registered by a Designated Holder (the "**Registration Statement**"). The holders of any Registrable Securities removed from the Registration Statement as a result of a Rule 415 or other comment from the SEC shall have "piggyback" registration rights for such Registrable Securities with respect to any registration statement filed by the Company following the effectiveness of the Registration Statement which would permit the inclusion of such Registrable Securities that were removed from the Registration Statement, provided that any such removal shall be applied in the Order of Cutbacks. In no event shall any Registration Rights Securities be removed from the Registration Statement unless all Registrable Securities hereunder have also been removed. The Company shall its reasonable best efforts to have the Registration Statement declared effective within thirty (30) days of being notified by the SEC that the Registration Statement will not be reviewed by the SEC (and in such case of no SEC review, not later than sixty (60) days after the Filing Deadline) or within 180 days after the Filing Deadline in the event the SEC provides written comments to the Registration Statement (the **"Effectiveness Deadline"**).

(b) If the Registration Statement is not filed on or before the Filing Deadline or not declared effective on or before the Effectiveness Deadline, the Company shall pay to each Holder an amount in cash equal to one-percent (1.0%) of such Holder's investment amount in the Offering on every thirty (30) day anniversary of such Filing Deadline or Effectiveness Deadline failure until such failure is cured. The payment amount shall be prorated for partial thirty (30) day periods. The maximum aggregate amount of payments to be made by the Company as the result of such failures, whether by reason of a Filing Deadline failure, Effectiveness Deadline failure or any combination thereof, shall be an amount equal to six percent (6%) of each Holder's investment amount. Notwithstanding the foregoing, no payments shall be owed with respect to any period during which all of the Holder's Registrable Securities may be sold by such Holder under Rule 144. Moreover, no such payments shall be due and payable with respect to any Registrable Securities if the Company is unable to register due to limits imposed by any SEC Guidance, provided that any such limitation is applied in the Order of Cutbacks.

(c) The Company shall maintain the Registration Statement effective for one (1) year from the date it is declared effective by the SEC or until Rule 144 of the Securities Act is available to Holders with respect to all of their Registrable Securities, whichever is earlier (the "**Effectiveness Period**").

(d) Subject to the terms and conditions of this Agreement, Holders shall have the right to select legal counsel to review and oversee, solely on its behalf, any Registration Statement pursuant to this Agreement. The Company shall also reimburse legal counsel for its fees and disbursements in connection with registration, filing or qualification pursuant to this Agreement which amount shall be limited to $10,000. Legal counsel initially means Sichenzia Ross Friedman Ference LLP or such other counsel as thereafter designated by a majority of the Holders then outstanding.

2.2. Piggyback Registration Rights.

(a) If the Registration Statement is not filed on or before the Filing Deadline or not declared effective on or before the Effectiveness Deadline, then if at any time or from time to time the Company shall determine to register any of its equity securities for its own account in a direct public offering or an underwritten public offering, or for the account of selling security holders in a resale registration (a "**Resale Registration**"), the Company will:

(i) prior to the filing of such registration give to the Holders written notice thereof; and

(ii) include in such registration (and any related qualification under blue sky laws or other compliance), and underwriting, if any, all the Registrable Securities (subject to cutbacks as a result of SEC Guidance applied in the Order of Cutbacks) specified in a written request or requests made within thirty (30) days after receipt of such written notice from the Company by any Holder.

(b) The right of any Holder to registration in an underwritten offering pursuant to this Section 2.2 shall be conditioned upon such Holder's participation in any underwritten offering and the inclusion of Registrable Securities in any underwriting to the extent provided herein. If any Holder requests pursuant to Section 2.2(a)(ii) above to distribute its securities through an underwritten offering, such Holder shall (together with the Company and any other stockholders distributing their securities through such underwriting) enter into an underwriting agreement in customary form with the underwriter or underwriters selected for such underwriting by the Company. Notwithstanding any other provision of this Section 2, in the case of an underwritten offering, if the Company or the managing underwriter determines that marketing factors require a limitation of the number of shares to be underwritten or registered, the managing underwriter may limit the Registrable Securities to be included in such registration. The Company shall so advise the Holders and the other stockholders distributing their securities through such offering pursuant to piggyback registration rights, and the number of shares of Registrable Securities and other securities that may be included in the registration and underwriting shall be allocated as set forth below. In the event the Company or the managing underwriter does determine that marketing factors require a limitation of the number of shares to be underwritten (the "***Cutback***"), such Cutback shall be as set forth below.

In addition, notwithstanding any other provision of this Agreement and subject to the payment of liquidated damages pursuant to Section 2.1(b), if any SEC Guidance sets forth a limitation on the number of Registrable Securities permitted to be registered on a particular Registration Statement (and notwithstanding that the Company used diligent efforts to advocate with the Commission for the registration of all or a greater portion of Registrable Securities), unless otherwise directed in writing by a Holder as to its Registrable Securities, the number of Registrable Securities to be registered on such Registration Statement will first be reduced by Registrable Securities represented by (i) by the Registrable Securities represented by the shares of Common Stock issuable upon exercise of the Laidlaw Warrants, (ii) the Registrable Securities represented by the shares of Common Stock issuable upon exercise of the Series A Preferred Stock Warrants issued by Relmada Therapeutics, Inc. in 2012 (the "Series A Preferred Stock Warrants") and Notes Warrants issued by Relmada Therapeutics, Inc. in 2012 and 2013 (the "Notes Warrants"), (iii) the Registrable Securities represented by the shares of Common Stock issuable upon exercise of the Series B Warrants, (iv) the shares of Common Stock held by such Holder who held Series A Preferred Stock and Notes that were converted into Common Stock on a pari pasu basis (applied, in the case that some shares of Common Stock may be registered, to the Holders on a pro rata basis based on the total number of unregistered shares of Common Stock held by such Holders), (v) the shares of Common Stock held by such Holder who participated in the Prior Offering and the closings of this Offering on a pari pasu basis (applied, in the case that some shares of Common Stock may be registered, to the Holders on a pro rata basis based on the total number of unregistered shares of Common Stock held by such Holders), and (vi) by the Registrable Securities represented by the shares of Common Stock issuable upon exercise of the Series A Warrants (the foregoing order of cutbacks being referred to herein as the "***Order of Cutbacks***"). In the event of a cutback hereunder, the Company shall give the Holder at least 5 Trading Days prior written notice along with the calculations as to such Holder's allotment If any Holder or other securities holder disapproves of the terms of any such underwriting, he or she may elect to withdraw therefrom by written notice to the Company and the managing underwriter. If required pursuant to this Section 2.2, any securities excluded or withdrawn from such underwritten offering shall be withdrawn from such registration, and shall not be transferred in a public distribution without the prior written consent of the managing underwriter prior to one-hundred eighty (180) days after the effective date of the registration statement relating thereto.

(c) The Company shall have the right to terminate or withdraw any registration initiated by it under this Section 2 prior to the effectiveness of such registration, whether or not any Holder has elected to include securities in such registration.

Section 3. UNDERWRITTEN PUBLIC OFFERING.

The Company shall not cause the registration under the Securities Act of any other shares of its common stock to become effective (other than registration of an employee stock plan, or registration in connection with any Securities Act Rule 145 or similar transaction) during the Effectiveness Period of a registration requested hereunder for an underwritten public offering if, in the judgment of the underwriter or underwriters, marketing factors would materially adversely affect the price of the Registrable Securities subject to such underwritten registration.

Section 4. OBLIGATIONS OF COMPANY.

In addition to the obligations of the Company set forth in Section 2.1, and in no way in limitation of such obligations, whenever the Company is required by the provisions of this Agreement to effect the registration of the Registrable Securities, the Company shall: (i) prepare and file with the SEC such amendments and supplements to such registration statement and the prospectus used in connection therewith as may be necessary to make and to keep such registration statement effective during the Effectiveness Period, provided not less than five (5) business days prior to the filing of each Registration Statement and not less than one (1) Trading day prior to the filing of any related prospectus or any amendment or supplement thereto (including any document that would be incorporated or deemed to be incorporated therein by reference), the Company shall (i) furnish to Legal Counsel copies of the Registration Statement proposed to be filed, which documents (other than those incorporated or deemed to be incorporated by reference) will be subject to the review of Legal Counsel, (ii) comply with the provisions of the Securities Act with respect to the sale or other disposition of all securities proposed to be registered in such registration statement for the Effectiveness Period; (iii) furnish to any Holder such number of copies of any prospectus (including any preliminary prospectus and any amended or supplemented prospectus), in conformity with the requirements of the Securities Act, as such Holder may reasonably request in order to effect the offering and sale of the Registrable Securities to be offered and sold; (iv) use its best efforts to register or qualify the Registrable Securities covered by such registration statement under the securities or blue sky laws of such states as the Holders shall reasonably request, maintain any such registration or qualification current for the Effectiveness Period, and take any and all other actions either necessary or reasonably advisable to enable Holders to consummate the public sale or other disposition of the Registrable Securities in jurisdictions where such Holders desire to effect such sales or other disposition; (v) take all such other actions either necessary or reasonably desirable to permit the Registrable Securities held by a Holder to be registered and disposed of in accordance with the method of disposition described herein; (vi) in the event of any underwritten public offering, enter into and perform its obligations under an underwriting agreement, in usual and customary form, with the managing underwriter of such offering; (vii) notify each Holder of Registrable Securities covered by such registration statement at any time when a prospectus relating thereto is required to be delivered under the Securities Act of (a) the happening of any event as a result of which the prospectus included in such registration statement, as then in effect, includes an untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein not misleading in the light of the circumstances then existing, such obligation to continue for the Effectiveness Period (b) the issuance by the Commission or any other federal or state governmental authority of any stop order suspending the effectiveness of a Registration Statement covering any or all of the Registrable Securities or the initiation of any proceedings for that purpose; (c) the receipt by the Company of any notification with respect to the suspension of the qualification or exemption from qualification of any of the Registrable Securities for sale in any jurisdiction, or the initiation or threatening of any proceeding for such purpose, or (d) of the occurrence of any event or passage of time that makes the financial statements included in a Registration Statement ineligible for inclusion therein or any statement made in a Registration Statement or prospectus or any document incorporated or deemed to be incorporated therein by reference untrue in any material respect or that requires any revisions to a Registration Statement, prospectus or other documents so that, in the case of a Registration Statement or the prospectus, as the case may be, it will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; (viii) cause all such Registrable Securities registered pursuant hereunder to be listed on each securities exchange on which similar securities issued by the Company are then listed; (ix) provide a transfer agent and registrar for all Registrable Securities registered pursuant hereunder and a CUSIP number for all such Registrable Securities, in each case not later than the effective date of such registration; and (x) use its best efforts to furnish, at the request of any Holder requesting registration of Registrable Securities pursuant to Section 3, if such securities are being sold through underwriters, or if such securities are not being sold through underwriters, on the date that the registration statement with respect to such securities becomes effective, (A) an opinion, dated such date as such registration statement becomes effective, of the counsel representing the Company for the purposes of such registration, in form and substance as is customarily given to underwriters in an underwritten public offering, addressed to the underwriters and to the Holders requesting registration of Registrable Securities and (B) a letter dated such date as such registration statement becomes effective, from the independent certified public accountants of the Company, in form and substance as is customarily given by independent certified public accountants to underwriters in an underwritten public offering and reasonably satisfactory to the Holders of a majority of the Registrable Securities being registered, addressed to the underwriters, if any, and to the Holders requesting registration of Registrable Securities. Notwithstanding the foregoing, the Company shall not be required to register or to qualify an offering of the Registrable Securities under the laws of a state if as a condition to so doing the Company is required to qualify to do business or to file a general consent to service of process in any such state or jurisdiction, unless the Company is already subject to service in such jurisdiction.

Section 5. EXPENSES OF REGISTRATION AND RESTRICTIVE LEGENDREMOVAL.

(a) The Company shall pay all of the fees and expenses (exclusive of underwriting discounts and commission and stock transfer taxes) incurred by the Company in complying with Sections 2, 3 and 4 hereof in connection with any registration statement that is initiated pursuant to this Agreement, including, without limitation, all SEC and blue sky registration and filing fees, printing expenses, transfer agent and registrar fees, the fees and disbursements of the Company's outside counsel, the reasonable fees and disbursements of one special counsel to the Holders (not to exceed $20,000), and the expense of any special audits (not to exceed $20,000) incident to or required by any such registration (the "***Registration Expenses***"). If a registration proceeding is begun upon the request of Holders pursuant to Sections 3 or 4 but such request is subsequently withdrawn, then the Holders of Registrable Securities to have been registered may either: (i) bear all Registration Expenses of such proceeding, pro rata on the basis of the number of shares to have been registered, in which case the Company shall be deemed not to have effected a registration pursuant to Sections 3 or 4, as applicable, of this Agreement; or (ii) require the Company to bear all Registration Expenses of such proceeding, in which case the Company shall be deemed to have effected a registration pursuant to Section 3 or 4, as applicable, of this Agreement. Notwithstanding the foregoing, however, if at the time of the withdrawal, the Holders have learned of a material adverse change in the condition, business or prospects of the Company from that known to the Holders at the time of their request, then the Holders shall not be required to pay any of said Registration Expenses. In such case, the Company shall be deemed not to have effected a registration pursuant to Sections 3 or 4, as applicable, of this Agreement. Any underwriting discounts, fees and disbursements of any additional counsel to the Holders, selling commissions and stock transfer taxes applicable to the Registrable Securities registered on behalf of Holders shall be borne by the Holders of the Registrable Securities included in such registration. The expenses of any legal services or special audit required in connection with any registration, qualification or compliance pursuant to Section 3 or 4 in excess of twenty thousand dollars ($20,000) shall be borne pro rata by the Holders of Registrable Securities proposing to distribute such shares of Registrable Securities in such registration.

(b) Notwithstanding anything herein to the contrary, at the request of any Holder, the Company shall employ its counsel at the Company's expense to prepare any and all legal opinions necessary for the prompt removal of restrictive legends from certificates representing Registrable Securities as, when and to the extent such legends may be removed in compliance with the Securities Act and/or Rule 144.

Section 6. INDEMNIFICATION.

6.1. The Company. To the extent permitted by law, the Company will indemnify Holders and each person controlling Holders within the meaning of Section 15 of the Securities Act, and each underwriter if any, of the Company's securities, with respect to any registration, qualification or compliance which has been effected pursuant to this Agreement, against all expenses, claims, losses, damages or liabilities (or actions in respect thereof), including any of the foregoing incurred in settlement of any litigation, commenced or threatened, arising out of or based on any untrue statement (or alleged untrue statement) of a material fact contained in any registration statement, prospectus, offering circular or other document, or any amendment or supplement thereto, incident to any such registration, qualification or compliance, or based on any omission (or alleged omission) to state therein a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances in which they were made, not misleading, or any violation by the Company of any rule or regulation promulgated under the Securities Act or Exchange Act or state securities law applicable to the Company in connection with any such registration, qualification or compliance, and the Company will reimburse Holders and each person controlling Holders, and each underwriter, if any, for any legal and any other expenses reasonably incurred in connection with investigating, preparing or defending any such claim, loss, damage, liability or action, provided that the Company will not be liable in any such case to the extent that any such claim, loss, damage, liability or expense arises out of or is based on any untrue statement or omission or alleged untrue statement or omission, made in reliance upon and in conformity with written information expressly furnished to the Company by such Holder or controlling person or underwriter seeking indemnification for use in connection with such registration by any such Holder, underwriter or controlling person.

6.2. Holders. To the extent permitted by law, each Holder shall, if Registrable Securities held by such Holder are included in the securities as to which such registration, qualification or compliance is being effected (the "Indemnifying Holder"), indemnify the Company, each of its respective directors and officers and each person who controls the Company within the meaning of Section 15 of the Securities Act, and each underwriter, if any, of the Company's securities with respect to any registration, qualification or compliance which has been effected pursuant to this Agreement, against all expenses, claims, losses, damages and liabilities (or actions in respect thereof), arising out of or based on any untrue statement (or alleged untrue statement) of a material fact made in reliance upon and in conformity with written information furnished to the Company by such Indemnifying Holder contained in any such registration statement, prospectus, offering circular or other document, or any amendment or supplement thereto, incident to any such registration, qualification or compliance, or based on any omission (or alleged omission) to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, or any violation by such Indemnifying Holder of any rule or regulation promulgated under the Securities Act applicable to such Indemnifying Holder in connection with any such registration, qualification or compliance, and the Indemnifying Holder will reimburse the Company, such directors and officers and each person controlling Company and each underwriter, if any, for any legal or any other expenses reasonably incurred in connection with investigating, preparing or defending any such claim, loss, damage, liability or action, in each case to the extent, but only to the extent, that such untrue statement (or alleged untrue statement) or omission (or alleged omission) is made in such registration statement, prospectus, offering circular or other document, or any amendment or supplement thereto, incident to any such registration, qualification or compliance, in reliance upon and in conformity with written information furnished to the Company by such Indemnifying Holder, provided that in no event shall any indemnity under this Section 6.2 exceed the net proceeds of the offering received by such Indemnifying Holder; provided, further, that the indemnity agreement contained in this Section 6.2 shall not apply to amounts paid in settlement of any such loss, claim, damage, liability or action if such settlement is effected without the consent of the Indemnifying Holder (which consent shall not be unreasonably withheld); provided further, however, that the indemnity agreement contained in this Section 6.2 with respect to any preliminary prospectus shall not inure to the benefit of any Holder or underwriter, or any person controlling such Holder or underwriter, from whom the person asserting any such losses, claims, damages or liabilities purchased shares in the offering, if a copy of the prospectus (as then amended or supplemented if the Company shall have furnished any amendments or supplements thereto) was not sent or given by or on behalf of such Holder or underwriter to such person, if required by law so to have been delivered, at or prior to the written confirmation of the sale of the shares to such person, and if the prospectus (as so amended or supplemented) would have cured the defect giving rise to such loss, claim, damage or liability.

6.3. Defense of Claims. Each party entitled to indemnification under this Section 6 (the "Indemnified Party") shall give notice to the party required to provide indemnification (the "Indemnifying Party") promptly after such Indemnified Party has actual knowledge of any claim as to which indemnity may be sought, and shall permit the Indemnifying Party to assume the defense of any such claim or any litigation resulting therefrom, provided that counsel for the Indemnifying Party, who shall conduct the defense of such claim or litigation, shall be approved by the Indemnified Party (whose approval shall not unreasonably be withheld), and the Indemnified Party may participate in such defense at such party's expense; provided, however, that the Indemnifying Party shall pay such expense if representation of the Indemnified Party by counsel retained by the Indemnifying Party would be inappropriate due to actual or potential differing interests between the Indemnified Party and any other party represented by such counsel in such proceeding, and provided further that the failure of any Indemnified Party to give notice as provided herein shall not relieve the Indemnifying Party of its obligations under this Section 6 unless the failure to give such notice is materially prejudicial to an Indemnifying Party's ability to defend such action. No Indemnifying Party, in the defense of any such claim or litigation shall, except with the written consent of each Indemnified Party which consent shall not be unreasonably withheld, consent to entry of any judgment or enter into any settlement which does not include as an unconditional term thereof the giving by the claimant or plaintiff to such Indemnified Party of a release from all liability in respect to such claim or litigation. No Indemnifying Party shall be required to indemnify any Indemnified Party with respect to any settlement entered into without the Indemnifying Party's prior written consent.

6.4. Contribution. If the indemnification provided for in this Section 6 is held by a court of competent jurisdiction to be unavailable to an Indemnified Party with respect to any losses, claims, damages or liabilities referred to herein, the Indemnifying Party, in lieu of indemnifying such Indemnified Party thereunder, shall to the extent permitted by applicable law contribute to the amount paid or payable by such Indemnified Party as a result of such loss, claim, damage or liability in such proportion as is appropriate to reflect the relative fault of the Indemnifying Party on the one hand and of the Indemnified Party on the other, in connection with the violations that resulted in such loss, claim, damage or liability, as well as any other relevant equitable considerations. The relative fault of the Indemnifying Party and of the Indemnified Party shall be determined by a court of law by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission to state a material fact relates to information supplied by the Indemnifying Party or by the Indemnified Party and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission; provided, that in no event shall any contribution by a Holder exceed the net proceeds from the offering received by such Holder.

6.5. Conflict; Survival. Notwithstanding the foregoing, to the extent that the provisions on indemnification and contribution contained in the underwriting agreement entered into in connection with the underwritten public offering are in conflict with the foregoing provisions, the provisions in the underwriting agreement shall control. The obligations of the Company and Holders under Section 6 shall survive the completion of any offering of Registrable Securities in a registration statement.

Section 7. RULE 144 REPORTING.

With a view to making available the benefits of certain rules and regulations of the SEC which may at any time permit the sale of the Registrable Securities to the public without registration, the Company agrees to:

(a) Make and keep public information available, as those terms are understood and defined in Rule 144, at all times in accordance with the requirements of the Exchange Act from and after the effective date of the Reverse Merger;

(b) File with the SEC in a timely manner all reports and other documents required of the Company under the Securities Act and the Exchange Act at any time after it has become subject to such reporting requirements; and

(c) So long as a Holder owns any Registrable Securities, furnish to such Holder forthwith upon request a written statement by the Company as to its compliance with the current public information requirements of said Rule 144 and of the Exchange Act (at any time after it has become subject to such reporting requirements), a copy of the most recent annual or quarterly report of the Company, and such other reports and documents of the Company, and such other reports and documents so filed as a Holder may reasonably request in availing itself of any rule or regulation of the SEC allowing such Holder to sell any such securities without registration; and

(d) Take such action, including the voluntary registration of its common stock under Section 12 of the Exchange Act, as is necessary to enable the Holders to utilize Form S-3 for the sale of their Registrable Securities, such action to be taken as soon as practicable after the end of the fiscal year in which the first registration statement filed by the Company for the offering of its securities to the general public is declared effective.

Section 8. STANDOFF AGREEMENT.

Upon the effectiveness of any registration statement for the underwritten public offering of equity securities of the Company, if requested by the Company and the managing underwriter, each Holder agrees not to offer to sell or sell, make any short sale of, loan, grant any option for the purchase of, or otherwise dispose of any securities of the Company held by the Holder at any time during such period (other than those unregistered shares which are sold under Rule 144, if any), directly or indirectly, without the prior written consent of the Company or the underwriters for such period of time following the effective date of the registration statement(not to exceed one-hundred eighty (180) days) as may be requested by the Company and the managing underwriter, provided that the foregoing obligations shall apply only if all directors and executive officers of the Company and all other stockholders holding securities that, on an as converted or fully exercised basis, equate to greater than five percent (5%) of the issued and outstanding shares of Common Stock and all other persons with registration rights (whether or not pursuant to this Agreement), enter into similar agreements. This Section 8 shall not apply to a registration relating solely to employee benefit plans, or to a registration relating solely to a transaction pursuant to Rule 145 under the Securities Act. In order to enforce the foregoing, the Company may impose stop-transfer instructions with respect to the Registrable Securities of each Holder (and the share or securities of every other person subject to the foregoing restrictions) until the end of such period.

From and after the date of this Agreement, the Company shall not, without the prior written consent of at least a majority of the outstanding Registrable Securities (the "***Required Vote***"), grant to future investors any registration rights on parity with or more favorable than the registration rights granted to the Holders hereunder.

Section 9 INTENTIONALLY LEFT BLANK.

Section 10 CONFIDENTIALITY OF RECORDS.

Each Holder agrees that it will keep confidential and not disclose, divulge or use for any purpose other than to evaluate and monitor its investment in the Company any confidential or proprietary information ("***Confidential Information***") which such party obtains from the Company pursuant to financial statements, reports and other information submitted by the Company to such party pursuant to this Agreement or the Purchase Agreement; *provided, however*, that the Investors may disclose Confidential Information (a) to their respective general partners, limited partners, members, stockholders, equity holders, Affiliates and any of the directors, officers and other representatives of any of the foregoing in accordance with their respective normal reporting practices, and to their respective attorneys, accountants, consultants and other professionals under an obligation of confidentiality and (b) to any prospective purchaser of any securities of the Company so long as such prospective purchaser is obligated not to disclose, divulge or use such Confidential Information to the same extent as the disclosing Investor. Each Holder shall use the same level of care with the Confidential Information that it uses with its own confidential information. "Confidential Information" shall not include the following: (i) information that is now in, or hereafter enters, the public domain through no fault of the Holder; (ii) information that previously was known by the Holder independently of the Company; (iii) information that is independently developed by the Holder without reference to Confidential Information; (iv) information that is disclosed with the written approval of the Company; or (v) information that is received from a third party without a duty of confidentiality. Notwithstanding the foregoing, no Holder shall be prohibited from disclosing Confidential Information that is required to be disclosed pursuant to any legal process or subpoena from any court, arbitrator, governmental body, official or authority or by applicable law; provided that the disclosing Holder takes reasonable steps to minimize the extent of such disclosure and provides the Company with reasonably prompt notice after becoming required to disclose such Confidential Information to afford the Company an opportunity to intervene and oppose such disclosure. This provision shall survive any termination of this Agreement.

Section 11. MISCELLANEOUS

11.1 Governing Law.

This Agreement shall be governed by and construed under the laws of the State of New York, notwithstanding the conflicts of laws principles of the State of New York or any other jurisdiction. No suit, action or proceeding with respect to this Agreement may be brought in any court or before any similar authority other than in a court of competent jurisdiction in the State of New York and the parties hereby submit to the exclusive jurisdiction of such courts for the purpose of such suit, proceeding or judgment. Each of the parties hereto hereby irrevocably waives any right which it may have had to bring such an action in any other court, domestic or foreign, or before any similar domestic or foreign authority and agrees not to claim or plead the same. Each of the parties hereto hereby irrevocably and unconditionally waives trial by jury in any legal action or proceeding in relation to this Agreement and for any counterclaim therein.

11.2 Survival.

The representations, warranties, covenants, and agreements made herein shall survive any investigation made by any Holder and the closing of the transactions contemplated hereby. All statements as to factual matters contained in any certificate or other instrument delivered by or on behalf of the Company, or their respective Subsidiaries or the Investors pursuant hereto in connection with the transactions contemplated hereby shall be deemed to be representations and warranties by the Company or their respective Subsidiaries or the Investors, as applicable, hereunder solely as of the date of such certificate or instrument.

11.3 Successors and Assigns.

Except as otherwise expressly provided herein, the provisions hereof shall inure to the benefit of, and be binding upon, the successors and permitted assigns of the parties hereto and shall inure to the benefit of and be enforceable by each person who shall be a holder of Common Stock issued or issuable in the Offering from time to time; *provided, however*, that each such successor and permitted assign the transferee has agreed in writing to be bound by the terms of this Agreement as if such successor and permitted assign were an original Holder by executing the Counterpart.

11.4 Entire Agreement.

This Agreement constitutes the full and entire understanding and agreement between the parties hereto with regard to the subject matter hereof and thereof and no party hereto shall be liable or bound to any other party hereto in any manner by any representations, warranties, covenants and agreements except as specifically set forth herein and therein, with respect to the subject matter hereof.

11.5 Severability.

If any provision of the Agreement is held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

11.6 Amendment and Waiver.

Any provision of this Agreement may be amended and the observance thereof may be waived (either generally or in a particular instance and either retroactively or prospectively), only with the written consent of the Company and the Holders of a majority of the Registrable Securities then outstanding and any amendment or waiver so made shall be binding upon each Holder and the Company. In addition, any provision of this Agreement and the observance thereof may be waived (either generally or in a particular instance and either retroactively or prospectively) by any party so waiving in writing, such waiver to be enforceable solely against such party.

11.7 Delays or Omissions.

No delay or omission to exercise any right, power, or remedy accruing to any party hereto, upon any breach, default or noncompliance of any party under this Agreement shall impair any such right, power, or remedy, nor shall it be construed to be a waiver of any such breach, default or noncompliance, or any acquiescence therein, or of any similar breach, default or noncompliance thereafter occurring. Any waiver, permit, consent, or approval of any kind or character on part of any party hereto of any breach, default or noncompliance under the Agreement or any waiver on such party's part of any provisions or conditions of this Agreement must be in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this Agreement, by law, or otherwise afforded to the parties hereto, shall be cumulative and not alternative.

11.8 Notices.

All notices, requests, demands and other communications given or made in accordance with the provisions of this Agreement shall be addressed (i) if to a Holder, at such Holder's address, fax number or email address furnished on the signature pages hereof or such Holder's Counterpart hereto or as otherwise furnished to the Company by the Holder in writing, or (ii) if to the Company, to the attention of the Chief Executive Officer at such address, fax number or email address furnished on the signature page below or as otherwise furnished by the Company in writing, and shall be made or sent by a personal delivery or overnight courier, by registered, certified or first class mail, postage prepaid, or by facsimile or electronic mail with confirmation of receipt, and shall be deemed to be given on the date of delivery when made by personal delivery or overnight courier, 48 hours after being deposited in the U.S. mail, or upon confirmation of receipt when sent by facsimile or electronic mail. Any party may, by written notice to the other, alter its address, number or respondent, and such notice shall be considered to have been given three (3) days after the overnight delivery, airmailing, faxing or sending via e-mail thereof.

11.9 Titles and Subtitles.

The titles of the sections and subsections of this Agreement are for convenience of reference only and are not to be considered in construing this Agreement.

11.10 Counterparts; Execution by Facsimile Signature.

This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument. This Agreement may be executed by facsimile signature(s) which shall be binding on the party delivering same, to be followed by delivery of originally executed signature pages.

[*SIGNATURES ON FOLLOWING PAGES*]

IN WITNESS WHEREOF, the parties hereto have executed this 2014 Unit Investor Rights Agreement as of the date set forth in the first paragraph hereof.

COMPANY:

Camp Nine, Inc.

By: /s/ Sergio Traversa
Name: Sergio Traversa, PharmD
Title: Chief Executive Officer

PLACEMENT AGENT:

LAIDLAW & COMPANY (UK) LTD.

BY: _____
NAME:
TITLE:

INVESTORS:

The Investors listed on Exhibit A to the Agreement have executed a Subscription Agreement with the Company which provides, among other things, that by executing the Subscription Agreement each Investor is deemed to have executed the 2014 UNIT INVESTOR RIGHTS AGREEMENT in all respects and is bound to the terms and conditions thereof as set forth in such Subscription Agreement.

Exhibit A

List of Investors

Exhibit B

Counterpart Signature Page

to

2014 Unit Investor Rights Agreement dated _____ __, 2014

for

Camp Nine, Inc.

The undersigned hereby acknowledges receipt of a copy of that certain 2014 Unit Investor Rights Agreement, dated June 10, 2014, among Camp Nine, Inc., a Nevada corporation, Laidlaw & Company (UK) Ltd. and the Investors referred to therein and the undersigned (as hereafter amended from time to time, the "***Investor Rights Agreement***"), and hereby certifies to the other parties thereto that it has read and fully understands the Investor Rights Agreement, that it has had an opportunity to review and discuss the terms and conditions of the Investor Rights Agreement with its legal counsel and other advisors, and that it agrees to be bound by the terms and conditions of the Investor Agreement as if it were an original signatory thereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on this ____ day of _____, 20__.

Exhibit 99.1

RELMADA THERAPEUTICS SUCCESSFULLY COMPLETES OFFERINGS TOTALING $28 MILLION IN CONNECTION WITH GOING PUBLIC TRANSACTION

PRWeb – June 16th, 2014

Relmada Therapeutics and Camp Nine Expect Offering Proceeds to Enable It to Achieve Significant Milestones While Advancing It's Drug Development Pipeline

New York, NY – June 16th, 2014 – Camp Nine, Inc. (the "Company"), which conducts its operations through Relmada Therapeutics Inc. ("Relmada") (OTCBB: CMPE), a clinical-stage company developing novel therapies for the treatment of chronic pain, announced today that it has completed equity capital raises totaling gross proceeds of $28MM associated with a going-public transaction. The Company intends to change its name to Relmada Therapeutics, Inc. to better reflect its business operations. The funding was accomplished through two separate offerings; the first offering was consummated by Relmada and closed on May 15, 2014 for aggregate gross proceeds of approximately $15 million and the second offering was consummated by the Company after the acquisition of Relmada and closed on June 10, 2014 for aggregate gross proceeds of approximately $10.7 million. Laidlaw & Company (UK) Ltd. acted as the exclusive placement agent in both financings.

Relmada went public via a reverse merger with the Company pursuant to a share exchange agreement dated May 20, 2014 whereby the Company acquired approximately 94% of the outstanding shares of Relmada. As a result of the share exchange, former shareholders of Relmada became the controlling shareholders of the Company. The Company's common stock will continue trade under the name "Camp Nine Inc." and the ticker symbol "CMPE" until such time as the intended name change to "Relmada Therapeutics, Inc." and related ticker symbol change takes effect.

Prior to the closing of the share exchange, Camp Nine raised in a private placement $2 million from the sale of its equity securities. As a result of the three offerings described above, the aggregate gross proceeds available to Relmada and Camp Nine is approximately $28 million.

The net proceeds from the offerings described above will be used primarily for advancing the clinical development of LevoCap ER, d-methadone, BuTab ER and MepiGel, the four leading programs in Relmada's drug development portfolio. "The completing of the financings and the going public transaction are indeed transformational events for Relmada, as the strong balance sheet will enable us to achieve important milestones and aggressively continue our development plans, while access to public markets provides liquidity for our investors who helped us to reach this stage in the clinical development of our drug candidates. These fundings also represent a key step ahead in the process of up-listing to a major stock exchange as soon as it is feasible, said Sergio Traversa, CEO of the Company.

"Relmada has one of the most compelling pipelines in chronic pain, a condition affecting millions of patients with significant medical needs. The proceeds from these capital raises will enable us to achieve clinical proof of concept for d-methadone and BuTab ER, prepare for the phase III for LevoCap ER, complete our phase I programs and initiate phase II for MepiGel. Each of these milestones has the potential of becoming a significant inflection point in the search for improved treatment for pain conditions" added Eliseo Salinas, MD, MSc, President and Chief Scientific Officer of the Company.

About Camp Nine, Inc.

The Company, through its majority owned subsidiary Relmada, is a clinical stage, public specialty pharmaceutical company, focused on developing novel versions of proven drug products together with new chemical entities that potentially address areas of high unmet medical need in the treatment of pain. The Company has a diversified portfolio of four lead products at different stages of development and a deep early stage pipeline. The Company's product development efforts are guided by the internationally recognized scientific expertise of its research team with inputs from a world-class scientific advisory board. The Company's approach is expected to reduce overall clinical development risks and costs while potentially delivering valuable products in areas of high unmet medical needs.

The Company is currently developing LevoCap ER, its abuse resistant, once–a-day sustained release dosage form of the opioid analgesic levorphanol; d-methadone, the NDMA receptor antagonist for neuropathic pain; BuTab ER, its oral dosage form of the opioid analgesic buprenorphine and MepiGel, its FDA Orphan Drug designated topical formulation of the local anesthetic mepivacaine.

About Laidlaw & Company (UK) Ltd.

Laidlaw & Company (UK) Ltd., founded in 1842, is a relationship driven international investment bank, providing wealth management services, capital raising, mergers & acquisitions advisory, research and corporate access to clients on a global level. Headquartered in New York City and United Kingdom, Laidlaw maintains eight offices across the United States and London, England with over 150 employees firm wide. Laidlaw also offers personalized investment advice and skillful execution to private and public institutions, as well as high net worth individual investors. The firm is a FINRA and SIPC registered company.

Forward-Looking Statement for Camp Nine, Inc.

This news release contains "forward-looking statements" as defined in the Private Securities Litigation Reform Act of 1995. These statements are based on management's current expectations and involve risks and uncertainties, which may cause actual results to differ materially from those set forth in the statements. The forward-looking statements may include statements regarding product development, product potential, or financial performance. No forward-looking statement can be guaranteed and actual results may differ materially from those projected. Camp Nine undertakes no obligation to publicly update any forward-looking statement, whether as a result of new information

For more information, contact:

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