

**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): August 7, 2024

PIERIS PHARMACEUTICALS, INC.

(Exact name of registrant as specified in its charter)

Nevada
(State or other jurisdiction of
Incorporation)

001-37471
(Commission
File Number)

30-0784346
(IRS Employer
Identification No.)

225 Franklin Street, 26th Floor
Boston, MA
(Address of principal executive offices)

02110
(Zip Code)

Registrant's telephone number, including area code: 857-246-8998

N/A

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

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

<u>Title of each class</u>	<u>Trading Symbol(s)</u>	<u>Name of each exchange on which registered</u>
Common Stock, \$0.001 par value per share	PIRS	The Nasdaq Capital Market

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (17 CFR §230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §240.12b-2).

Emerging Growth Company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 1.01. Entry Into a Material Definitive Agreement.

On August 7, 2024, Pieris Pharmaceuticals, Inc. (the “Company”) entered into a Subscription and Investment Representation Agreement (the “Subscription Agreement”) with James Geraghty (the “Purchaser”), Chairman of the Company’s Board of Directors (the “Board”), pursuant to which the Company agreed to issue and sell one (1) share of the Company’s Series F Preferred Stock, par value \$0.001 per share (the “Preferred Stock”), to the Purchaser for \$1.00 cash. The sale closed on August 7, 2024. Additional information regarding the rights, preferences, privileges and restrictions applicable to the Preferred Stock is contained in Item 5.03 of this Current Report on Form 8-K (the “Report”) and incorporated by reference herein.

The Subscription Agreement contains customary representations and warranties and certain indemnification rights and obligations of the parties. The Subscription Agreement also provides that the Purchaser shall (a) attend any special meeting of the stockholders of the Company upon which the Authorized Share Increase (as defined below) is scheduled to be voted, (b) vote the Preferred Stock with regard to the Authorized Share Increase in the manner set forth in the Certificate of Designation (as defined below) and (c) upon request by the Company, grant an irrevocable proxy to vote the Preferred Stock in accordance with the foregoing to a designee of the Company.

The foregoing description of the Subscription Agreement does not purport to be complete and is subject to, and qualified by, the full text of such document, a copy of which is filed as Exhibit 10.1 hereto and incorporated by reference herein.

Item 3.02 Unregistered Sales of Equity Securities.

The information contained in Item 1.01 of this Report is incorporated by reference herein. Based in part upon the representations of the Purchaser in the Subscription Agreement, the offering and sale of the Preferred Stock was exempt from registration under Section 4(a)(2) of the Securities Act of 1933, as amended (the “Securities Act”).

Item 3.03 Material Modifications to Rights of Security Holders.

The information contained in Item 5.03 of this Report is incorporated by reference herein.

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

Certificate of Designation

On August 7, 2024, the Company filed a certificate of designation (the “Certificate of Designation”) with the Nevada Secretary of State, effective as of the time of filing, designating the rights, preferences, privileges and restrictions of the share of Preferred Stock. The Certificate of Designation provides that the share of Preferred Stock will have 25,000,000 votes and will vote together with the outstanding shares of the Company’s common stock as a single class exclusively with respect to any proposal to amend the Company’s Amended and Restated Articles of Incorporation to effect an increase in the number of authorized shares of the Company’s common stock (the “Authorized Share Increase”). The Preferred Stock will be voted, without action by the holder, on any such proposal in the same proportion as shares of common stock are voted (excluding any shares of common stock that are not voted “for” or “against” the Authorized Share Increase for any reason, including, without limitation, any abstentions or broker non-votes). The Preferred Stock otherwise has no other voting rights except as otherwise mandated by applicable law, and any rights to vote except as described above with respect to the Authorized Share Increase are specifically denied.

The Preferred Stock is not convertible into, or exchangeable for, shares of any other class or series of stock or other securities of the Company. The Preferred Stock has no rights with respect to any distribution of assets of the Company, including upon a liquidation, bankruptcy, reorganization, merger, acquisition, sale, change of control, dissolution or winding up of the Company, whether voluntarily or involuntarily. The holder of the Preferred Stock will not be entitled to receive dividends of any kind.

The outstanding share of Preferred Stock may be redeemed in whole, but not in part, upon the earlier to occur of: (i) the order of the Board in its sole discretion, automatically and effective at such date and time as is determined and specified by the Board in its sole discretion and (ii) automatically and effective immediately after the effectiveness of the Authorized Share Increase. Upon such redemption, the holder of the Preferred Stock would receive consideration of \$0.01 in cash.

The foregoing description of the Certificate of Designation does not purport to be complete and is subject to, and qualified by, the full text of such document, a copy of which is filed as Exhibit 3.1 hereto and is incorporated by reference herein.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

Exhibit No.	Description
3.1	Certificate of Designation of Series F Preferred Stock
10.1	Subscription and Investment Representation Agreement, dated August 7, 2024, by and between Pieris Pharmaceuticals, Inc. and James Geraghty
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

Cautionary Note Regarding Forward-Looking Statements

This Report and the exhibits attached hereto contain forward-looking statements (including within the meaning of Section 21E of the Exchange Act and Section 27A of the Securities Act) concerning the Company, Palvella Therapeutics, Inc. (“Palvella”), the proposed transactions, and other matters. These statements may discuss goals, intentions, and expectations as to future plans, trends, events, results of operations or financial condition, or otherwise, based on current beliefs of the management of Palvella and the Company, as well as assumptions made by, and information currently available to, management of Palvella and the Company. Forward-looking statements generally include statements that are predictive in nature and depend upon or refer to future events or conditions, and include words such as “may,” “will,” “should,” “would,” “expect,” “anticipate,” “plan,” “likely,” “believe,” “estimate,” “project,” “intend,” and other similar expressions or the negative or plural of these words, or other similar expressions that are predictions or indicate future events or prospects, although not all forward-looking statements contain these words. Statements that are not historical facts are forward-looking statements. Forward-looking statements include, but are not limited to, expectations regarding the proposed merger between the Company and Palvella, as well as the Authorized Share Increase. Forward-looking statements are based on current beliefs and assumptions that are subject to risks and uncertainties and are not guarantees of future performance. Actual results could differ materially from those contained in any forward-looking statement as a result of various factors, including, without limitation the risks related to the proposed merger included in the registration statement on Form S-4 that will be filed with the Securities and Exchange Commission (the “SEC”) and will be included in the definitive proxy statement/prospectus if and when it becomes available in connection with the proposed transaction, and the risk factors included in the Company’s most recent Annual Report on Form 10-K, Quarterly Reports on Form 10-Q and Current Reports on Form 8-K filed with the SEC. The Company and Palvella can give no assurance that the conditions to the proposed transactions will be satisfied. Except as required by applicable law, the Company and Palvella undertake no obligation to revise or update any forward-looking statement, or to make any other forward-looking statements, whether as a result of new information, future events or otherwise.

No Offer or Solicitation

This Report is not intended to and does not constitute an offer to sell or the solicitation of an offer to subscribe for or buy or an invitation to purchase or subscribe for any securities or the solicitation of any vote in any jurisdiction pursuant to the proposed transactions or otherwise, nor shall there be any sale, issuance or transfer of securities in any jurisdiction in contravention of applicable law. No offer of securities shall be made except by means of a prospectus meeting the requirements of the Securities Act. Subject to certain exceptions to be approved by the relevant regulators or certain facts to be ascertained, the public offer will not be made directly or indirectly, in or into any jurisdiction where to do so would constitute a violation of the laws of such jurisdiction, or by use of the mails or by any means or instrumentality (including without limitation, telephone and the internet) of interstate or foreign commerce, or any facility of a national securities exchange, of any such jurisdiction.

Important Additional Information About the Proposed Transactions Will be Filed with the SEC

In connection with the proposed transactions between the Company and Palvella, the Company intends to file relevant materials with the SEC, including a registration statement on Form S-4 that will contain a proxy statement/prospectus of the Company and an information statement of Palvella. **THE COMPANY URGES INVESTORS AND STOCKHOLDERS TO READ THESE MATERIALS CAREFULLY AND IN THEIR ENTIRETY WHEN THEY BECOME AVAILABLE, AS WELL AS ANY AMENDMENTS OR SUPPLEMENTS TO THESE MATERIALS, BECAUSE THEY WILL CONTAIN IMPORTANT INFORMATION ABOUT THE COMPANY, PALVELLA, THE PROPOSED TRANSACTION AND RELATED MATTERS.** Investors and stockholders will be able to obtain free copies of the proxy statement/prospectus/information statement and other documents filed by the Company with the SEC (when they become available) through the website maintained by the SEC at www.sec.gov. In addition, investors and stockholders will be able to obtain free copies of the proxy statement/prospectus/information statement and other documents filed by the Company with the SEC by contacting Pieris Pharmaceuticals, Inc. at 225 Franklin Street, 26th Floor, Boston, MA 02110. Investors and stockholders are urged to read the proxy statement/prospectus/information statement and the other relevant materials when they become available before making any voting or investment decision with respect to the proposed transaction.

Participants in the Solicitation

The Company, Palvella and their respective directors and executive officers may be considered participants in the solicitation of proxies in connection with the proposed transaction. Information about the Company’s directors and executive officers is included in the Company’s most recent Annual Report on Form 10-K, as amended, including any information incorporated therein by reference, as filed with the SEC on March 29, 2024, and amended on April 29, 2024. Additional information regarding the persons who may be deemed participants in the solicitation of proxies will be included in the proxy statement/prospectus/information statement relating to the proposed transaction when it is filed with the SEC. These documents can be obtained free of charge from the sources indicated above.

SIGNATURE

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: August 8, 2024

PIERIS PHARMACEUTICALS, INC.

/s/ Tom Bures

Tom Bures

Chief Financial Officer



FRANCISCO V. AGUILAR
 Secretary of State
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 Carson City, Nevada 89701-4201
 (775) 684-5708
 Website: www.nvsos.gov

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Certificate, Amendment or Withdrawal of Designation

NRS 78.1955, 78.1955(6)

- Certificate of Designation**
- Certificate of Amendment to Designation - Before Issuance of Class or Series**
- Certificate of Amendment to Designation - After Issuance of Class or Series**
- Certificate of Withdrawal of Certificate of Designation**

TYPE OR PRINT - USE DARK INK ONLY - DO NOT HIGHLIGHT

1. Entity information:	Name of entity: <input style="width: 90%;" type="text" value="Pieris Pharmaceuticals, Inc."/> Entity or Nevada Business Identification Number (NVID): <input style="width: 20%;" type="text" value="E0259632013-5"/>
2. Effective date and time:	For Certificate of Designation or Amendment to Designation Only (Optional): Date: <input style="width: 15%;" type="text"/> Time: <input style="width: 15%;" type="text"/> <small>(must not be later than 90 days after the certificate is filed)</small>
3. Class or series of stock: (Certificate of Designation only)	The class or series of stock being designated within this filing: <input style="width: 90%;" type="text" value="Series F Preferred Stock"/>
4. Information for amendment of class or series of stock:	The original class or series of stock being amended within this filing: <input style="width: 90%;" type="text"/>
5. Amendment of class or series of stock:	<input type="checkbox"/> Certificate of Amendment to Designation- Before Issuance of Class or Series As of the date of this certificate no shares of the class or series of stock have been issued.
	<input type="checkbox"/> Certificate of Amendment to Designation- After Issuance of Class or Series The amendment has been approved by the vote of stockholders holding shares in the corporation entitling them to exercise a majority of the voting power, or such greater proportion of the voting power as may be required by the articles of incorporation or the certificate of designation.
6. Resolution: Certificate of Designation and Amendment to Designation only)	By resolution of the board of directors pursuant to a provision in the articles of incorporation this certificate establishes OR amends the following regarding the voting powers, designations, preferences, limitations, restrictions and relative rights of the following class or series of stock.* <input style="width: 90%;" type="text" value="The certificate of designation for the corporation's Series F Preferred Stock is set forth on the pages attached hereto. (See attached pages.)"/>
7. Withdrawal:	Designation being <input style="width: 20%;" type="text"/> Date of <input style="width: 15%;" type="text"/> Withdrawn: <input style="width: 20%;" type="text"/> Designation: <input style="width: 15%;" type="text"/> No shares of the class or series of stock being withdrawn are outstanding. The resolution of the board of directors authorizing the withdrawal of the certificate of designation establishing the class or series of stock: * <input style="width: 90%;" type="text"/>
8. Signature: (Required)	<input checked="" type="checkbox"/> <small>DocuSigned by:</small> Signature of Officer Date: <input style="width: 15%;" type="text" value="August 7, 2024"/>

* Attach additional page(s) if necessary
 This form must be accompanied by appropriate fees.

PIERIS PHARMACEUTICALS, INC.

CERTIFICATE OF DESIGNATION
OF
SERIES F PREFERRED STOCK

The following recital and resolution was duly adopted by the board of directors (the "Board of Directors") of Pieris Pharmaceuticals, Inc., a Nevada corporation (the "Corporation"), in accordance with the provisions of Nevada Revised Statutes ("NRS") 78.1955:

WHEREAS, the articles of incorporation of the Corporation (as amended, the "Articles of Incorporation"), authorizes the issuance of up to 10,000,000 shares of preferred stock, par value \$0.001 per share (the "Preferred Stock"), issuable from time to time in one or more series, and further provides that the Board of Directors is expressly authorized to fix the designation and number of the shares of any series of Preferred Stock, the powers, preferences and rights of such series, and the qualifications, limitations or restrictions thereof, to the fullest extent such authority may be conferred upon the Board of Directors under the laws of the State of Nevada.

NOW, THEREFORE, IT IS HEREBY RESOLVED, that, pursuant to authority conferred upon the Board of Directors by the Articles of Incorporation, (i) a series of Preferred Stock is hereby authorized, designated and established by the Board of Directors as "Series F Preferred Stock", (ii) the Board of Directors hereby authorizes one (1) share of Series F Preferred Stock for issuance and (iii) the Board of Directors hereby fixes the voting powers, designations, preferences, limitations, restrictions and relative rights of the Series F Preferred Stock, in addition to any provisions set forth in the Articles of Incorporation that are applicable to all series of Preferred Stock, as set forth in this certificate of designation (the "Certificate of Designation"):

1. Designation, Amount and Par Value. The series of Preferred Stock created and established hereby shall be designated as Series F Preferred Stock (the "Series F Preferred Stock") and the number of shares so designated shall be one (1). Each share of Series F Preferred Stock shall have a par value of \$0.001 per share and shall be uncertificated and represented in book-entry form unless and until otherwise determined by the Board of Directors.

2. Dividends and Other Distributions. The holders of Series F Preferred Stock, as such, shall not be entitled to receive dividends or other distributions of any kind.

3. Voting Rights. Except as otherwise mandated by applicable law, the holders of the shares of Series F Preferred Stock, as such, shall have only the following voting rights:

- (A) Each outstanding share of Series F Preferred Stock shall be entitled to cast twenty-five million (25,000,000) votes per share (and shall vote together with the outstanding shares of the Corporation's common stock, par value \$0.001 per share (the "Common Stock"), as a single class) exclusively with respect to the Authorized Stock Increase (as defined below) and shall not be entitled to vote on any other matter. For the avoidance of doubt, no holder of Series F Preferred Stock, as such, shall have any right to vote on any other matter as to which any other holder of the Corporation's capital stock, as such, would be entitled to vote,

and any such right that would be provided or available under the NRS (including, without limitation, any right of the holders of Series F Preferred Stock to vote as a separate class or series on any matter, including, without limitation, the Authorized Stock Increase), regardless of whether such right arises pursuant to NRS 78.2055, 78.207 and 78.390 or otherwise, is hereby specifically denied.

- (B) All outstanding shares of Series F Preferred Stock must be voted, and shall be voted without action by the holder, on the Authorized Stock Increase in the same proportion as shares of Common Stock are voted (excluding any shares of Common Stock that are not voted "for" or "against" the Authorized Stock Increase for any reason, including, without limitation, any abstentions or broker non-votes) on the Authorized Stock Increase.
- (C) As used in this Certificate of Designation, the term "Authorized Stock Increase" means any proposal to increase the number of shares of Common Stock that the Corporation is authorized to issue, together with any ancillary, administrative or related matters necessary or advisable in connection with the implementation of such increase (as determined by the Board of Directors in its sole discretion), including, without limitation, the amendment of the Corporation's articles of incorporation to effectuate the Authorized Share Increase.

4. Rank; Liquidation. The Series F Preferred Stock at all times shall rank junior to all other classes and series of the Corporation's capital stock with respect to, and shall have no rights whatsoever to receive, any distribution of assets of the Corporation for any reason, including upon a liquidation, bankruptcy, reorganization, merger, acquisition, sale, change-of-control, dissolution or winding up of the Corporation, in each case whether voluntarily or involuntarily.

5. Transfer. The Series F Preferred Stock may not be Transferred (as defined below) at any time prior to the Redemption Time (as defined below) without the prior written consent of the Corporation, which consent must be approved in advance pursuant to a duly adopted resolution of the Board of Directors. As used in this Certificate of Designation, the terms "Transfer" and "Transferred" mean, directly or indirectly, whether by merger, consolidation, share exchange, division, or otherwise, the sale, transfer, gift, pledge, encumbrance, assignment or other disposition of the shares of Series F Preferred Stock (or any right, title or interest thereto or therein) or any agreement, arrangement or understanding (whether or not in writing) to take any of the foregoing actions.

6. Redemption.

- (A) The outstanding shares of Series F Preferred Stock shall be redeemed by the Corporation in whole, and not in part (such redemption, the "Redemption"), upon the earlier to occur of: (i) the order of the Board of Directors in its sole discretion, automatically and effective at such date and time as is determined and specified by the Board of Directors in its sole discretion and (ii) automatically and effective immediately after the effectiveness of the Authorized Stock Increase. The filing by the Corporation and effectiveness of such certificate or other instrument or document with the Nevada Secretary of State as is necessary to effectuate the

Authorized Stock Increase shall be the only notice required to be given to the holders of Series F Preferred Stock of any automatic Redemption pursuant to this Section 6.

- (B) The aggregate consideration payable for all outstanding shares of Series F Preferred Stock redeemed in the Redemption shall be an amount equal to one penny (\$0.01) in cash (the "Redemption Price"), which amount shall be payable at the effective time of the Redemption (the "Redemption Time").
- (C) From and after the Redemption Time (whether such Redemption occurs automatically or otherwise in accordance with this Section 6), all shares of Series F Preferred Stock shall cease to be outstanding, and the only right of a former holder of shares of Series F Preferred Stock, as such, will be to receive the applicable Redemption Price. Effective immediately after such Redemption, the shares of Series F Preferred Stock redeemed by the Corporation pursuant to this Certificate of Designation shall be, and hereby are, automatically retired and restored to the status of authorized but unissued shares of Preferred Stock.

7. **Severability**. Whenever possible, each provision hereof shall be interpreted in a manner as to be effective and valid under applicable law, but if any provision hereof is held to be prohibited by or invalid under applicable law, then such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating or otherwise adversely affecting the remaining provisions hereof.

* * * *

Pieris Pharmaceuticals, Inc.
Series F Preferred Stock

SUBSCRIPTION AND INVESTMENT REPRESENTATION AGREEMENT

THIS AGREEMENT, dated as of August 7, 2024, is by and between Pieris Pharmaceuticals, Inc., a Nevada corporation (the “**Company**”), and the undersigned subscriber (the “**Subscriber**”). In consideration of the mutual promises contained herein, and other good, valuable and adequate consideration, the parties hereto agree as follows:

1. Agreement of Sale; Closing. The Company agrees to sell to Subscriber, and Subscriber agrees to purchase from the Company, one (1) share of the Company’s Series F Preferred Stock, par value \$0.001 per share (the “**Securities**”), which shall have the rights, preferences, privileges and restrictions set forth in the Certificate of Designation attached hereto as Exhibit A (the “**Certificate of Designation**”). Subscriber hereby acknowledges and agrees to the entire terms of the Certificate of Designation, including, without limitation, the voting rights in Section 3 thereof, the restrictions on transfer of the Securities in Section 5 thereof and the redemption of the Securities pursuant to Section 6 thereof. The purchase price will be paid by the Subscriber to the Company in cash at the price of \$1.00 in the aggregate.
2. Voting Agreement. Subscriber agrees to (a) attend any special meeting of the stockholders of the Company upon which the Authorized Stock Increase (as such term is defined in the Certificate of Designation) is scheduled to be voted, (b) vote all Securities with regard to the Authorized Stock Increase in the manner set forth in the Certificate of Designation and (c) upon request by the Company, grant an irrevocable proxy to vote the Securities in accordance with the foregoing to a designee of the Company
3. Representations and Warranties of Subscriber. In consideration of the Company’s offer to sell the Securities, and in addition to the purchase price to be paid, Subscriber hereby covenants, represents and warrants to the Company as follows:
 - a. Information About the Company.
 - i. Subscriber is aware that the Company is not profitable and that its financial projections and future are purely speculative.
 - ii. Subscriber has had an opportunity to ask questions of, and receive answers from, the Company concerning the business, management, and financial and compliance affairs of the Company and the terms and conditions of the purchase of the Securities contemplated hereby. Subscriber has had an opportunity to obtain, and has received, any additional information deemed necessary by the Subscriber to verify such information in order to form a decision concerning an investment in the Company.
 - b. Restrictions on Transfer. Subscriber covenants, represents and warrants that the Securities are being purchased for Subscriber’s own personal account and for Subscriber’s individual investment and without the intention of reselling or redistributing the same, that Subscriber has made no agreement with others regarding any of such Securities, and that Subscriber’s financial condition is such that it is not likely that it will be necessary to dispose of any of the Securities in the foreseeable future. Moreover, Subscriber acknowledges that any of the aforementioned actions may require the prior written consent of the Company’s board of directors pursuant to the Certificate of Designation. Subscriber is aware that, in the view of the Securities and Exchange Commission, a purchase of the Securities with an intent to resell by reason of any foreseeable specific contingency or anticipated change in market values, or any change in the condition of the Company, or in connection with a contemplated liquidation or settlement of any loan obtained by Subscriber for the acquisition of the Securities and for which the Securities were pledged as security, would represent an intent inconsistent with the covenants, warranties and representations set forth above. Subscriber understands that the Securities have not been registered under the Securities Act of 1933, as amended (the “**Securities Act**”), or any state or foreign securities laws in reliance on exemptions from registration under these laws, and that, accordingly, the Securities may not be resold by the undersigned (i) unless they are registered under both the Securities Act and applicable state or foreign securities laws or are sold in transactions which are exempt from such registration, and (ii) except in compliance with Section 5 of the Certificate of Designation, which may require the prior written consent of the Company’s board of directors. Subscriber therefore agrees not to sell, assign, transfer or otherwise dispose of the Securities (i) unless a registration statement relating thereto has been duly filed and become effective under the Securities Act and applicable state or foreign securities laws, or unless in the opinion of counsel satisfactory to the Company no such registration is required under the circumstances, and (ii) except in compliance with Section 5 of the Certificate of Designation. There is not currently, and it is unlikely that in the future there will exist, a public market for the Securities; and accordingly, for the above and other reasons, Subscriber may not be able to liquidate an investment in the Securities for an indefinite period.

d. High Degree of Economic Risk. Subscriber realizes that an investment in the Securities involves a high degree of economic risk to the Subscriber, including the risks of receiving no return on the investment and/or of losing Subscriber's entire investment in the Company. Subscriber is able to bear the economic risk of investment in the Securities, including the total loss of such investment. The Company can make no assurance regarding its future financial performance or as to the future profitability of the Company.

e. Suitability. Subscriber has such knowledge and experience in financial, legal and business matters that Subscriber is capable of evaluating the merits and risks of an investment in the Securities. Subscriber has obtained, to the extent deemed necessary, Subscriber's own personal professional advice with respect to the risks inherent in, and the suitability of, an investment in the Securities in light of Subscriber's financial condition and investment needs. Subscriber believes that the investment in the Securities is suitable for Subscriber based upon Subscriber's investment objectives and financial needs, and Subscriber has adequate means for providing for Subscriber's current financial needs and personal contingencies and has no need for liquidity of investment with respect to the Securities. Subscriber understands that no federal or state agency has made any finding or determination as to the fairness for investment, nor any recommendation or endorsement, of the Securities.

f. Tax Liability. Subscriber has reviewed with Subscriber's own tax advisors the federal, state, local and foreign tax consequences of this investment and the transactions contemplated by this Agreement, and has and will rely solely on such advisors and not on any statements or representations of the Company or any of its agents, representatives, employees, affiliates or subsidiaries. Subscriber understands that Subscriber (and not the Company) shall be responsible for Subscriber's own tax liability that may arise as a result of this investment or the transactions contemplated by this Agreement. Under penalties of perjury, Subscriber certifies that Subscriber is not subject to back-up withholding either because Subscriber has not been notified that Subscriber is subject to back-up withholding as a result of a failure to report all interest and dividends, or because the Internal Revenue Service has notified Subscriber that Subscriber is no longer subject to back-up withholding.

g. Limitation Regarding Representations. Except as set forth in this Agreement, no covenants, representations or warranties have been made to Subscriber by the Company or any agent, representative, employee, director or affiliate or subsidiary of the Company and in entering into this transaction, Subscriber is not relying on any information, other than that contained herein and the results of independent investigation by Subscriber without any influence by Company or those acting on Company's behalf. Subscriber agrees it is not relying on any oral or written information not expressly included in this Agreement, including but not limited to the information which has been provided by the Company, its directors, its officers or any affiliate or subsidiary of any of the foregoing.

h. Authority.

i. Entity. If the undersigned is not an individual but an entity, the individual signing on behalf of such entity and the entity jointly and severally agree and certify that (a) the undersigned was not organized for the specific purpose of acquiring the Securities and (b) this Agreement has been duly authorized by all necessary action(s) on the part of the undersigned, has been duly executed by an authorized officer, agent or representative of the undersigned, and is a legal, valid and binding obligation of the undersigned enforceable in accordance with its terms.

ii. Individual. If the undersigned is an individual, the undersigned is of legal age.

4. Legend. Subscriber consents to the notation of the Securities with the following legend reciting restrictions on the transferability of the Securities:

The Securities represented hereby have not been registered under the Securities Act of 1933, as amended (the “Securities Act”), and have not been registered under any state securities laws. These Securities may not be sold, offered for sale or transferred, without first obtaining (i) an opinion of counsel satisfactory to the Company that such sale or transfer lawfully is exempt from registration under the Securities Act and under the applicable state securities laws or (ii) such registration. Moreover, these Securities may be transferred only in accordance with the terms of the Company’s Certificate of Designation of Series F Preferred Stock, a copy of which is on file with the Secretary of the Company.

PARAGRAPH 4 IS REQUIRED IN CONNECTION WITH THE EXEMPTIONS FROM THE SECURITIES ACT AND STATE LAWS BEING RELIED ON BY THE COMPANY WITH RESPECT TO THE OFFER AND SALE OF THE SECURITIES HEREUNDER. ALL OF SUCH INFORMATION WILL BE KEPT CONFIDENTIAL AND WILL BE REVIEWED ONLY BY THE COMPANY AND ITS COUNSEL. THE UNDERSIGNED AGREES TO FURNISH ANY ADDITIONAL INFORMATION THAT THE COMPANY AND ITS COUNSEL DEEM NECESSARY TO VERIFY THE RESPONSES SET FORTH BELOW

5. Accredited Status. Subscriber covenants, represents and warrants that it qualifies as an “accredited investor” as that term is defined in Regulation D under the Securities Act. The information provided under this section of the Agreement is required in connection with the exemptions from the Securities Act and state securities laws being relied on by the Company with respect to the offer and sale of the Securities. The undersigned agrees to furnish any additional information which the Company or its legal counsel deem necessary in order to verify the responses set forth above.
6. Holding Status. Subscriber desires that the Securities be held as set forth on the signature page hereto.
7. Confidentiality. Subscriber will make no written or other public disclosures regarding the Company and its business, the terms or existence of the proposed or actual sale of Securities or regarding the parties to the proposed or actual sale of Securities to any individual or organization without the prior written consent of the Company, except as may be required by law.
8. Notice. Correspondence regarding the Securities should be directed to Subscriber at the address provided by Subscriber to the Company in writing.
9. No Assignment or Revocation; Binding Effect. Neither this Agreement, nor any interest herein, shall be assignable or otherwise transferable, restricted or limited by Subscriber without prior written consent of the Company. Subscriber hereby acknowledges and agrees that Subscriber is not entitled to cancel, terminate, modify or revoke this Agreement in any way and that the Agreement shall survive the death, incapacity or bankruptcy of Subscriber. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, legal representatives, successors and assigns.
10. Indemnification. The Company agrees to indemnify and hold harmless the Subscriber and each current and future officer, director, employee, agent and representative, if any, of the Subscriber from and against any and all costs, expenses, loss, damage, judgments or liability associated with this Agreement and the issuance and voting of the Securities.
11. Modifications. This Agreement may not be changed, modified, released, discharged, abandoned or otherwise amended, in whole or in part, except by an instrument in writing, signed by the Subscriber and the Company. No delay or failure of the Company in exercising any right under this Agreement will be deemed to constitute a waiver of such right or of any other rights.

12. Entire Agreement. This Agreement and the exhibits hereto are the entire agreement between the parties with respect to the subject matter hereto and thereto. This Agreement, including the exhibits, supersedes any previous oral or written communications, representations, understandings or agreements with the Company or with any officers, directors, agents or representatives of the Company.
13. Severability. In the event that any paragraph or provision of this Agreement shall be held to be illegal or unenforceable in any jurisdiction, such paragraph or provision shall, as to that jurisdiction, be adjusted and reformed, if possible, in order to achieve the intent of the parties hereunder, and if such paragraph or provision cannot be adjusted and reformed, such paragraph or provision shall, for the purposes of that jurisdiction, be voided and severed from this Agreement, and the entire Agreement shall not fail on account thereof but shall otherwise remain in full force and effect.
14. Governing Law. This Agreement shall be governed by, subject to, and construed in accordance with the laws of the State of Nevada without regard to conflict of law principles.
15. Survival of Covenants, Representations and Warranties. Subscriber understands the meaning and legal consequences of the agreements, covenants, representations and warranties contained herein, and agrees that such agreements, covenants, representations and warranties shall survive and remain in full force and effect after the execution hereof and payment by Subscriber for the Securities.

[Remainder of page left blank intentionally - signature page follows]

For good, valuable and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, Subscriber hereby agrees that by signing this Subscription and Investment Representation Agreement, and upon acceptance hereof by the Company, that the terms, provisions, obligations and agreements of this Agreement shall be binding upon Subscriber, and such terms, provisions, obligations and agreements shall inure to the benefit of and be binding upon Subscriber and its successors and assigns.

SUBSCRIBER:

/s/ James Geraghty _____
Name: Jim Geraghty

Number of Securities Purchased: <u>1</u>	
Purchase Price Per Security: <u>\$1.00</u>	
Aggregate Purchase Price: <u>\$1.00</u>	
The Subscriber desires that the Securities be held as follows (check one):	
<input checked="" type="checkbox"/> Individual Ownership	<input type="checkbox"/> Corporation*
<input type="checkbox"/> Community Property	<input type="checkbox"/> Trust*
<input type="checkbox"/> Jt. Tenant with Right of Survivorship (both parties must sign)	<input type="checkbox"/> Limited Liability Company*
<input type="checkbox"/> Tenants in Common	<input type="checkbox"/> Partnership*
	<input type="checkbox"/> Other (please describe): _____
* If Securities are being subscribed for by an entity, <u>Exhibit C</u> to this agreement must also be completed.	

The Company hereby accepts the subscription evidenced by this Subscription and Investment Representation Agreement:

Pieris Pharmaceuticals, Inc.

By: /s/ Tom Bures
Tom Bures
Chief Financial Officer

Exhibit A

Certificate of Designation of Series F Preferred Stock