

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D
Under the Securities Exchange Act of 1934
(Amendment No. 8)*

NIGHTHAWK BIOSCIENCES, INC.
(Name of Issuer)

Common Stock, Par Value \$0.0002 Per Share
(Title of Class of Securities)

42237K 409
(CUSIP Number)

Mr. Jeffrey Wolf
Orion Holdings V, LLC
Seed-One IV, LLC
c/o NightHawk Biosciences, Inc.
627 Davis Drive
Morrisville, North Carolina 27560
(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

August 18, 2023
(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§ 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.

NOTE: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Rule 240.13d-7 for other parties to whom copies are to be sent.

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

(1)	NAME OF REPORTING PERSON
	Jeffrey Wolf
(2)	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP
	(a) <input type="checkbox"/>
	(b) <input type="checkbox"/>
(3)	SEC USE ONLY
(4)	SOURCE OF FUNDS
	Not applicable
(5)	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)
	<input type="checkbox"/>
	Not Applicable
(6)	CITIZENSHIP OR PLACE OF ORGANIZATION
	United States of America
	(7) SOLE VOTING POWER
	3,289,955
(8)	SHARED VOTING POWER
	21,256
	(9) SOLE DISPOSITIVE POWER
	3,289,955
(10)	SHARED DISPOSITIVE POWER
	21,256
(11)	AGGREGATE AMOUNT BENEFICIALLY OWNED BY REPORTING PERSON
	3,311,211
(12)	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input checked="" type="checkbox"/>
(13)	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)
	11.7%
(14)	TYPE OF REPORTING PERSON
	IN

(1)	NAME OF REPORTING PERSON
	Orion Holdings V, LLC
(2)	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP
	(a) <input type="checkbox"/>
	(b) <input type="checkbox"/>
(3)	SEC USE ONLY
(4)	SOURCE OF FUNDS
	Not applicable
(5)	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)
	<input type="checkbox"/>
	Not Applicable
(6)	CITIZENSHIP OR PLACE OF ORGANIZATION
	Delaware
	(7) SOLE VOTING POWER
	0
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	(8) SHARED VOTING POWER
	11,025
	(9) SOLE DISPOSITIVE POWER
	0
	(10) SHARED DISPOSITIVE POWER
	11,025
(11)	AGGREGATE AMOUNT BENEFICIALLY OWNED BY REPORTING PERSON
	11,025
(12)	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>
(13)	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)
	Less than 1.0%
(14)	TYPE OF REPORTING PERSON
	OO (Limited Liability Company)

(1)	NAME OF REPORTING PERSON
	Seed-One Holdings VI, LLC
(2)	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP
	(a) <input type="checkbox"/>
	(b) <input type="checkbox"/>
(3)	SEC USE ONLY
(4)	SOURCE OF FUNDS
	Not applicable
(5)	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)
	<input type="checkbox"/>
	Not Applicable
(6)	CITIZENSHIP OR PLACE OF ORGANIZATION
	Delaware
	(7) SOLE VOTING POWER
	0
(8)	SHARED VOTING POWER
(9)	SOLE DISPOSITIVE POWER
	0
(10)	SHARED DISPOSITIVE POWER
	10,231
(11)	AGGREGATE AMOUNT BENEFICIALLY OWNED BY REPORTING PERSON
	10,231
(12)	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>
(13)	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)
	Less than 1.0%
(14)	TYPE OF REPORTING PERSON
	OO (Limited Liability Company)

(1)	NAME OF REPORTING PERSON
	Starlight Acquisition Corporation
(2)	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP
	(a) <input type="checkbox"/>
	(b) <input type="checkbox"/>
(3)	SEC USE ONLY
(4)	SOURCE OF FUNDS
	Not applicable
(5)	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)
	<input type="checkbox"/>
	Not Applicable
(6)	CITIZENSHIP OR PLACE OF ORGANIZATION
	Delaware
(7)	SOLE VOTING POWER
	0
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	(8) SHARED VOTING POWER
	0
	(9) SOLE DISPOSITIVE POWER
	0
	(10) SHARED DISPOSITIVE POWER
	0
(11)	AGGREGATE AMOUNT BENEFICIALLY OWNED BY REPORTING PERSON
	0
(12)	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>
(13)	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)
	00.00%
(14)	TYPE OF REPORTING PERSON
	CO

Item 1. Security and Issuer.

This Amendment No. 8 (this “Amendment No. 8”) amends the Schedule 13D, dated July 29, 2013 (the “Original 13D”), Amendment No. 1 to the Original 13D, dated February 9, 2017 (“Amendment No. 1”), Amendment No. 2 to the Original 13D, dated March 7, 2017 (“Amendment No. 2”), Amendment No. 3 to the Original 13D, dated April 27, 2017 (“Amendment No. 3”), Amendment No. 4 to the Original 13 D, dated January 2, 2020 (“Amendment No. 4”), Amendment No. 5 to the Original 13D, dated January 4, 2021 (“Amendment No. 5”), Amendment No. 6 to the Original 13D, dated December 13, 2021 (“Amendment No. 6”), and Amendment No. 7 to the Original 13D, dated December 30, 2022 (“Amendment No. 7”), each filed by Mr. Wolf, Orion, and Seed-One. Mr. Wolf, Orion, Seed-One and Starlight Acquisition Corporation (“Starlight”) are collectively referred to as the “Reporting Persons.” Capitalized terms not defined herein shall have the respective meanings ascribed to them in the Original 13D, Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4, Amendment No. 5, Amendment No. 6, or Amendment No. 7. The class of equity securities to which this Amendment No. 8 relates is the Common Stock, of NightHawk Biosciences, Inc., a Delaware corporation (the “Company”). The principal executive offices of the Company are located at 627 Davis Drive, Morrisville, North Carolina 27560.

Item 2. Identity and Background.

Item 2 is hereby amended and supplemented as follows:

Mr. Wolf is the managing member of Orion and Seed-One, and the sole shareholder and director of Starlight. The address of the principal business office of Mr. Wolf and each of Orion and Seed-One is c/o NightHawk Biosciences, Inc., 627 Davis Drive Morrisville, North Carolina 27560. The address of the principal business office of Starlight is c/o Delaware Registered Agent Service LLC, 8 The Green, Suite D, Dover, Delaware 19901. The present principal occupation of Mr. Wolf is President and Chief Executive Officer of the Company.

During the last five years, none of the Reporting Persons has been convicted in any criminal proceeding (excluding traffic violations or similar misdemeanors), or been a party to any civil proceeding commenced before a judicial or administrative body of competent jurisdiction as a result of which the Reporting Persons was or is now subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

Mr. Wolf is a citizen of the United States of America. Orion and Seed-One are each a limited liability company organized under the laws of the State of Delaware. Starlight is a Delaware corporation.

Item 3. Source and Amount of Funds or Other Consideration

Item 3 is hereby amended and supplemented as follows:

It is anticipated that the funding (including expenses) required for the transactions contemplated by the Offer Letter (as defined and described in Item 4 below) will be approximately \$ 45 million. Mr. Wolf reserves the right to withdraw the Offer Letter at any time for any or no reason, including, without limitation, if Mr. Wolf is unable to obtain such financing.

Item 4. Purpose of Transaction.

Item 4 is hereby amended and supplemented as follows:

On August 18, 2023, Mr. Wolf submitted a preliminary non-binding offer letter (the “Offer Letter”) to the board of directors (the “Board”) of the Company for Starlight, a newly formed corporation owned by Mr. Wolf, or Starlight’s wholly-owned subsidiary, to acquire (i) all equity interest of the Company’s subsidiary, Elusys Therapeutics, Inc. (“Elusys”), and its on-going operations, including, but not limited to, all new contracts and contractual obligations entered into by Elusys from the date of the Offer Letter until the closing, (ii) all intellectual property related to early-stage biodefense and research assets currently being developed by NightHawk, (iii) all of NightHawk’s rights, interest and obligations in the development of a potential manufacturing facility in Kansas, (iv) select NightHawk/Elusys employees and who are responsible for the development of ANTHIM®, and (v) the rights

to the NightHawk Biosciences name. This proposal is subject to the negotiation of definitive financing commitments on acceptable terms, the satisfactory negotiation and execution of definitive agreements and the approval of such agreements and the transactions contemplated thereunder by Mr. Wolf and the Company. The foregoing description of the proposal does not purport to be complete and is qualified in its entirety by the full text of the Offer Letter, which is attached as an exhibit to this Schedule 13D and is incorporated herein by reference.

While Mr. Wolf's proposal remains under consideration and subject to negotiation, the Reporting Persons may respond to inquiries from the Company and the Board or their representatives and engage in discussions and negotiations. The Reporting Persons also expect to engage in discussions and negotiations with potential equity and debt financing sources.

No assurances can be given that the transaction contemplated by the Reporting Persons or any other potential transaction involving the Reporting Persons and the Company will be consummated, or if a transaction is undertaken, as to its terms or timing. Mr. Wolf reserves the right to modify or withdraw his proposal at any time. The Reporting Persons reserve the right to formulate other plans or proposals that relate to, or would result in, any of the matters listed in Items 4(a)–(j) of Schedule 13D, although, depending on the factors discussed herein, the Reporting Persons may change their purpose or formulate different plans or proposals with respect thereto at any time.

Item 5. Interest in Securities of the Issuer.

Item 5 is hereby amended and supplemented as follows.

As of the date hereof, the aggregate number and percentage of shares of Common Stock deemed beneficially owned by the Reporting Persons (based on 26,081,890 shares of Common Stock outstanding as of July 31, 2023, and 60 days out for vesting of options, or September 29, 2023), are as follows:

(a)	<u>Common Shares deemed beneficially owned:</u>	<u>Percent of class of Common Shares:</u>
	(i) Mr. Wolf:	11.7%
	(ii) Orion:	0.04%
	(iii) Seed-One:	0.04%
	(iv) Starlight:	0%
(b)	<u>Number of Common Shares as to which Mr. Wolf has:</u>	
	(i) Sole power to vote or to direct the vote:	3,289,955
	(ii) Shared power to vote or to direct the vote:	21,256
	(iii) Sole power to dispose or to direct the disposition of:	3,289,955
	(iv) Shared power to dispose or to direct the disposition of:	21,256
	<u>Number of Common Shares as to which Orion has:</u>	
	(i) Sole power to vote or to direct the vote:	0
	(ii) Shared power to vote or to direct the vote:	11,025
	(iii) Sole power to dispose or to direct the disposition of:	0
	(iv) Shared power to dispose or to direct the disposition of:	11,025
	<u>Number of Common Shares as to which Seed-One has:</u>	
	(i) Sole power to vote or to direct the vote:	0
	(ii) Shared power to vote or to direct the vote:	10,231
	(iii) Sole power to dispose or to direct the disposition of:	0
	(iv) Shared power to dispose or to direct the disposition of:	10,231
	<u>Number of Common Shares as to which Starlight has:</u>	
	(i) Sole power to vote or to direct the vote:	0
	(ii) Shared power to vote or to direct the vote:	0
	(iii) Sole power to dispose or to direct the disposition of:	0
	(iv) Shared power to dispose or to direct the disposition of:	0

- (c) None of the Reporting Persons effected any transactions in Common Stock during the 60 days prior to the date hereof.
- (d) Not applicable.
- (e) Not applicable.

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer

The information in Items 3 and 4 of this Schedule 13D is incorporated herein by reference.

Item 7. Material to Be Filed as Exhibits

Item 7 is hereby amended and supplemented by adding the following:

- Exhibit 1: [Joint Filing Agreement, dated August 18, 2023](#)
 - Exhibit 2: [Letter to Special Committee, dated August 18, 2023](#)
 - Exhibit 3: [Preliminary Non-Binding Offer Letter, dated August 18, 2023](#)
-

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Date: August 21, 2023

By: /s/ Jeffrey Wolf

Name: Jeffrey Wolf

ORION HOLDINGS V, LLC

By: /s/ Jeffrey Wolf

Name: Jeffrey Wolf

Title: Managing Member

SEED-ONE HOLDINGS VI, LLC

By: /s/ Jeffrey Wolf

Name: Jeffrey Wolf

Title: Managing Member

STARLIGHT ACQUISITION CORP.

By: /s/ Jeffrey Wolf

Name: Jeffrey Wolf

Title: Sole Shareholder and Director

Exhibit 1**JOINT FILING AGREEMENT**

This JOINT FILING AGREEMENT, is dated as of August 18, 2023, and is by and among Jeffrey Wolf, Orion Holdings V, LLC, a Delaware limited liability company (“Orion”), Seed-One Holdings VI, LLC, a Delaware limited liability company (“Seed-One”), and Starlight Acquisition Corp., a Delaware corporation (“Starlight” and collectively with Mr. Wolf, Orion, and Seed-One, the “Reporting Persons”).

WHEREAS, pursuant to Rule 13d-1(k) under the Securities Exchange Act of 1934, as amended (the “Exchange Act”), the parties hereto desire to satisfy any filing obligation under Section 13(d) of the Exchange Act by a single joint filing;

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the Reporting Persons hereby agree and represent as follows:

1. Amendment No. 8 to Schedule 13D with respect to the Common Stock, par value \$0.0002 per share, of NightHawk Biosciences, Inc. (to which this Joint Filing Agreement is an exhibit) is filed on behalf of each of the Reporting Persons.

2. Each of the Reporting Persons is responsible for the timely filing of Schedule 13D and any amendments thereto, and for the completeness and accuracy of the information concerning such Person contained therein, provided that each such Person is not responsible for the completeness or accuracy of the information concerning any of the other Reporting Persons, unless such Person knows or has reason to believe that such information is inaccurate.

IN WITNESS WHEREOF, the undersigned have caused this Joint Filing Agreement to be duly executed and delivered as of the date first above written.

By: /s/ Jeffrey Wolf

Name: Jeffrey Wolf

ORION HOLDINGS V, LLC

By: /s/ Jeffrey Wolf

Name: Jeffrey Wolf

Title: Managing Member

SEED-ONE HOLDINGS VI, LLC

By: /s/ Jeffrey Wolf

Name: Jeffrey Wolf

Title: Managing Member

STARLIGHT ACQUISITION CORP.

By: /s/ Jeffrey Wolf

Name: Jeffrey Wolf

Title: Sole Shareholder and Director

STARLIGHT ACQUISITION CORP.

August 18, 2023

BY EMAIL

NightHawk Biosciences, Inc. (“NightHawk”)
627 Davis Drive
Morrisville, NC 27560
Attention: Special Committee of Board of Directors

Dear Special Committee,

Over the past few quarters, NightHawk has worked with its advisors to develop a path designed to reduce costs, refocus the company and maximize shareholder value in this very difficult environment. To that end, I am pleased to present the attached proposal for consideration by the Special Committee of the Board of Directors of NightHawk.

Starlight Acquisition Corp., a Delaware corporation that I established, proposes to acquire the equity interests of NightHawk subsidiary Elusys Therapeutics, Inc., which will include the assumption of approximately \$40 million in liabilities and contractual obligations, all intellectual property related to the anthrax antitoxin known as ANTHIM®, certain NightHawk/Elusys employees and related research and development rights and assets. Our total proposed consideration for this transaction, including assumption of these liabilities and obligations, would exceed \$45 million and provide additional upside for NightHawk based upon future sales.

As you know, I am NightHawk’s largest shareholder and biggest supporter (I have never sold a single share) and am eager to do all I can to empower NightHawk to sustain itself and thrive in this difficult and unprecedented financing environment. My proposal removes all of Elusys’ liabilities and contractual obligations from NightHawk’s books and reduces NightHawk’s ongoing burn rate. This would allow NightHawk to refocus itself as a pure-play, revenue-generating biomanufacturing CDMO and unlock long term value based on substantial revenue growth. As I know NightHawk’s people, assets, business and contractual obligations, I would expect to be able to undertake this acquisition with minimal due diligence, thereby completing the transaction in a timely manner and facilitating a seamless assumption of all liabilities and obligations.

I very much look forward to your review and comments.

Sincerely,
/s/ Jeffrey Wolf
Jeff Wolf

August 18, 2023

BY EMAIL

NightHawk Biosciences, Inc. (“NightHawk”)
627 Davis Drive
Morrisville, NC 27560
Attention: Special Committee of Board of Directors

Re: Preliminary Non-Binding Offer Letter

Dear Special Committee of the Board of Directors:

This preliminary non-binding offer letter (the “Letter”) summarizes the proposed acquisition (the “Transaction”) by Starlight Acquisition Corp. (“Starlight”) of the equity interests of NightHawk Biosciences, Inc.’s subsidiary Elusys Therapeutics, Inc. (“Elusys” or the “Company”), all intellectual property related to the anthrax antitoxin known as ANTHIM®, and certain related research and development rights and assets (such assets, which for the avoidance of doubt shall include the equity interests of Elusys, are referred to as the “Business”).

1. Proposed Transaction. The Transaction would be structured as the purchase by Starlight (or its wholly-owned subsidiary) of substantially all of the assets of the Company, including the equity interests of Elusys, and the assumption of all of the liabilities and contractual obligations of the Company that constitute the Business, pursuant to the terms of a definitive asset purchase agreement (the “Purchase Agreement”). The Transaction will be structured to include (i) all equity interest in Elusys and the on-going operation of the Business, including, but not limited to, all new contracts and contractual obligations entered into by Elusys from the time that this Letter is executed until the closing of the acquisition, (ii) all intellectual property related to early-stage biodefense and research assets currently being developed by NightHawk, (iii) all of NightHawk’s rights, interest and obligations in the development of a potential manufacturing facility in Kansas, (iv) select NightHawk/Elusys employees who are responsible for the development of ANTHIM®, and (v) the rights to the NightHawk Biosciences name.
 2. Consideration. Starlight anticipates that the consideration payable for the Business would consist of (i) the assumption of all of the liabilities and contractual obligations of the Business, which are currently estimated to be approximately \$40 million, (ii) the assumption of all operating costs of Elusys, including personnel, consultant, regulatory, research and development costs, and (iii) 10% of the profits derived from the sale of ANTHIM ® during the five year period following the closing of the transaction, which shall be subject to a minimum payment of \$5 million. The Business would be delivered with an amount of capital that is sufficient to fund the current liabilities and expenses of the Business incurred pre-closing and through a 30-day transition period. Starlight anticipates agreement upon the transition working capital amount in connection with its due diligence review (the “Transition Capital Amount”).
 3. Starlight. Our current expectation is that Starlight would seek to provide offers of employment following the closing to those specific employees that are fully dedicated to the operation of the Business.
 4. Due Diligence Requirements; Purchase Agreement. Starlight and its representatives can promptly complete a customary due diligence review of the Company. As soon as practicable, Starlight and the Company would commence negotiation of the Purchase Agreement. The Purchase Agreement will contain customary representations and warranties with respect to the Business and pre-closing and post-closing covenants of both parties that are appropriate for a transaction of this type, including operating the Business in the ordinary course in the period between signing and the closing. The closing of the Transaction is subject to the completion of Starlight’s due diligence review and the negotiation and execution of the Purchase Agreement.
-

5. Authorizations/Approvals. Starlight will use its commercially reasonable efforts to complete due diligence, execute the Purchase Agreement and close the Transaction as soon as practicable. The Transaction would be conditioned upon the receipt of any necessary regulatory and stock exchange approvals. It is not anticipated that there would be any other material conditions that would impact Starlight's ability to consummate the proposed Transaction.
 6. Confidentiality; Non-Disclosure. The parties agree that all negotiations relating to this Letter shall be kept confidential by the parties and their respective representatives and not disclosed to any other person or entity without the written prior consent of the other party. Notwithstanding anything contained herein to the contrary, either party may make any disclosure, announcement, or release that may be required by law, including, without limitation, filings with the Securities and Exchange Commission.
 7. Fees & Expenses. Each party will bear its own fees and expenses in connection with this Letter and the proposed Transaction. Neither Starlight nor any of its affiliates assumes any liability for the fees and expenses incurred by the Company or its directors, officers, managers, employees, agents or representatives in connection the proposed Transaction, including attorneys' fees, accounting firm fees and tax preparation fees.
 8. Expression of Intention; No Third-Party Beneficiaries. It is understood that this Letter sets forth the understandings to date of the parties concerning the proposed purchase by Starlight of the Business. This Letter is for the benefit of Starlight and the Company and there are no third-party beneficiaries of this Letter.
 9. Exclusivity. In order to induce Starlight to commit the resources and incur the legal and other expenses necessary to conduct due diligence and negotiate a purchase agreement, NightHawk hereby agrees that from the date hereof until 5 p.m. New York time on September 18, 2023, (i) Starlight shall have the sole and exclusive right to negotiate with NightHawk with respect to the Transaction, and (ii) neither NightHawk nor any of its officers, directors, affiliates, employees, or representatives shall directly or indirectly initiate, solicit, invite or facilitate any inquiry, proposal or offer concerning the sale of any of the assets or equity interests of the Business or engage or participate in or encourage any negotiations, communications or discussions concerning any transaction other than the Transaction.
 10. Binding Effect. Except as provided in this paragraph and in paragraphs 6, 7, 8 and 9, this Letter is not, and Starlight does not intend for it to be construed as, a binding agreement with respect to a Transaction. This Letter does not create any legal obligations or liabilities except as provided in this paragraph and paragraphs 6, 7, 8 and 9.
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Should you have any questions regarding the contents of this Letter, please contact me.

Sincerely,

STARLIGHT ACQUISITION CORP.

By: _____
Name:
Title:

**ACCEPTED AND AGREED TO
AS OF AUGUST , 2023:**

NIGHTHAWK BIOSCIENCES, INC.

By: _____
Name:
Title:
