

**UNITED STATES**  
**SECURITIES AND EXCHANGE COMMISSION**  
**Washington, D.C. 20549**  
**SCHEDULE 13D**  
**(Amendment No.    )\***  
**Under the Securities Exchange Act of 1934**

---

BIORESTORATIVE THERAPIES, INC.

(Name of Issuer)

---

Common Stock, par value \$0.001 per share

(Title of Class of Securities)

---

090655101

(CUSIP Number)

John M. Desmarais  
230 Park Avenue  
New York, New York 10169  
(212) 351-3420

*with a copy to:*  
Christopher Henry  
Lowenstein Sandler LLP  
1251 Avenue of the Americas, 17th Floor  
New York, New York 10020  
(212) 419-5840

---

(Name, Address and Telephone Number of Person  
Authorized to Receive Notices and Communications)

---

November 18, 2015

(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 which is the subject of this Schedule 13D, and is filing this schedule because of Rule 13d-1(e), (f) or (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 13d-7(b) 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. Names of Reporting Persons. I.R.S. Identification Nos. of Above Persons (entities only):

John M. Desmarais

2. Check the Appropriate Box if a Member of a Group

(a) ☐

(b) ☐

3. SEC Use Only

4. Source of Funds (See Instructions): PF

5. Check if Disclosure of Legal Proceedings is Required Pursuant to Items 2(d) or 2(e):

Not Applicable

6. Citizenship or Place of Organization: United States

Number of	7. Sole Voting Power:	250,000*
Shares Beneficially	8. Shared Voting Power:	0
Owned by		
Each Reporting	9. Sole Dispositive Power:	250,000*
Person With	10. Shared Dispositive Power:	0

11. Aggregate Amount Beneficially Owned by Each Reporting Person: 250,000\*

12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares

(See Instructions): Not Applicable

13. Percent of Class Represented by Amount in Row (11): 7.7%\*

14. Type of Reporting Person (See Instructions): IN

\* Based upon the information contained in BioRestorative Therapies, Inc.'s (the "Issuer") Form 10-Q for the quarter ended September 30, 2015 filed with the Securities and Exchange Commission (the "SEC") on November 23, 2015, there were 3,133,329 shares of the Issuer's common stock, par value \$0.001 per share (the "Shares"), issued and outstanding as of November 19, 2015.

This Schedule 13D reflects the aggregate number of Shares beneficially owned by John M. Desmarais (the "Reporting Person") and includes (i) 125,000 Shares owned directly by the Reporting Person and (ii) 125,000 Shares underlying a five-year warrant held by the Reporting Person with an exercise price of \$5.00 per share (the "Warrant"). As a result of the foregoing, as of the filing date of this Schedule 13D, the Reporting Person may be deemed to beneficially own 250,000 Shares, or 7.7% of the Shares issued and outstanding as of November 19, 2015. Percent of class assumes the exercise of all of the 125,000 Shares underlying the Warrants held by the Reporting Person.

Item 1. Security and Issuer.

The class of securities to which this Schedule 13D relates is: (a) common stock, par value \$0.001 per share, (the “Shares”) of BioRestorative Therapies, Inc. (the “Issuer”) and (b) Shares underlying a five-year warrant held by the Reporting Person with an exercise price of \$5.00 per Share (the “Warrant” and together with the Shares, the “Securities”). The Issuer’s principal executive offices are located at 40 Marcus Drive, Suite One, Melville, New York 11747. The Issuer’s Shares are quoted on the OTCQB market under the symbol “BRTX”.

Item 2. Identity and Background.

(a) This Schedule 13D is being filed by John M. Desmarais (the “Reporting Person”), an individual.

The Reporting Person directly possesses the sole power to vote and the sole power to direct the disposition of all Securities of the Issuer held by him.

(b) The Reporting Person’s principal office is: Desmarais LLP, 230 Park Avenue, New York, New York 10169.

(c) The Reporting Person’s principal occupation is: attorney and founding partner of Desmarais LLP, a law firm specializing in Intellectual Property Law.

(d) – (e) During the last five years, the Reporting Person, has not been (i) convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors) or (ii) a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is 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.

(f) The Reporting Person is a citizen of the United States. Desmarais LLP is a New York limited liability partnership.

Item 3. Source and Amount of Funds or Other Consideration.

On November 18, 2015, the Issuer entered into a subscription agreement (the “Subscription Agreement”) with the Reporting Person, for the sale of units consisting of (i) 125,000 Shares and (ii) Warrants exercisable for up to 125,000 Shares (the “Transaction”). The Securities purchased by the Reporting Person were purchased with the funds from the Reporting Person’s personal bank account. The aggregate amount of funds used in making the purchases reported on this Schedule 13D was \$500,000. Additionally, under the terms of the Subscription Agreement, not later than December 18, 2015, the Issuer will appoint the Reporting Person as member of its board of directors (the “Board of Directors”).

Item 4. Purpose of Transaction.

All of the Securities beneficially owned by the Reporting Person are held for investment purposes. Additionally, under the terms of the Subscription Agreement, the Issuer will appoint the Reporting Person as member of its Board of Directors no later than December 18, 2015.

The Reporting Person does not have any present plan or proposal which relates to or would result in any of the matters set forth in subparagraphs (a)-(j) of Item 4 of Schedule 13D, except as set forth herein or as set forth in the public reports filed by the Issuer with the SEC.

The Reporting Person intends to review his investment in the Issuer on a continuing basis. Depending on various factors including, without limitation, the Issuer's financial position and investment strategy, the price levels of the Shares, conditions in the securities markets and general economic and industry conditions, the Reporting Person may in the future take such actions with respect to investment in the Issuer as he deems appropriate including, without limitation, making proposals to the Issuer concerning changes to the capitalization, ownership structure or operations of the Issuer, purchasing additional Shares, selling some or all of the Shares, engaging in short selling of or any hedging or similar transaction with respect to the Shares changing his intention with respect to any and all matters referred to in Item 4 of Schedule 13D, in all cases subject to applicable laws, rules and regulations.

In addition, as noted above, once Reporting Person is appointed to the Board of Directors, he may receive options or other awards of equity-based compensation pursuant to the Issuer's compensation arrangements for non-employee directors.

Item 5. Interest in Securities of the Issuer.

(a) Based upon the information contained in the Issuer's Form 10-Q for the quarter ended September 30, 2015 filed with the SEC on November 23, 2015, there were 3,133,329 Shares outstanding as of November 19, 2015.

(b) This Schedule 13D reflects the aggregate number of Shares beneficially owned by the Reporting Person and includes (i) 125,000 Shares owned directly by the Reporting Person and (ii) Warrants exercisable for up to 125,000 Shares held by the Reporting Person. As a result of the foregoing, as of the filing date of this Schedule 13D, the Reporting Person may be deemed to beneficially own 250,000 Shares, or 7.7% of the Shares issued and outstanding as of November 19, 2015. Percent of class assumes the exercise of all of the 125,000 Shares underlying the Warrants held by the Reporting Person.

(c) Except as reported in Item 3 above, during the sixty (60) day period on or prior to the date hereof, the Reporting Person has not affected any transaction in the Shares, or securities convertible into, exercisable for or exchangeable for the Shares, by Reporting Person or any person or entity controlled by him, or any person or entity for which he possesses voting or investment control over the securities thereof.

(d) Not Applicable.

(e) Not Applicable.

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

Pursuant to the terms of the Subscription Agreement, the Issuer will appoint Reporting Person as member of its Board of Directors not later than December 18, 2015.

In connection with the Subscription Agreement, the Issuer issued to Reporting Person 125,000 Shares and Warrants, exercisable for five years to purchase up to 125,000 Shares at an exercise price of \$5.00 per Share. The Subscription Agreement and Warrant are included as exhibits to this Schedule 13D and are incorporated by reference hereto.

Except as otherwise set forth in this Schedule 13D, there are no contracts, arrangements, understandings or similar relationships existing with respect to the securities of the Issuer between Reporting Person and the Issuer.

Item 7. Material to be filed as exhibits.

Exhibit 7.1 Subscription Agreement, dated as of November 17, 2015, and effective as of November 18, 2015, by and between the Issuer and John M. Desmarais, without exhibits.

Exhibit 7.2 Warrant dated as of November 17, 2015, and effective as of November 18, 2015.

This statement on Schedule 13D speaks as of its date, and no inference should be drawn that no change has occurred in the facts set forth herein after the date hereof.

SIGNATURE

After reasonable inquiry and to the best of the undersigned's knowledge and belief, the undersigned hereby certifies that the information set forth in this statement is true, complete and correct.

November 30, 2015

By: /s/ John M. Desmarais  
John M. Desmarais

**ATTENTION: INTENTIONAL MISSTATEMENTS OR OMISSIONS OF FACT CONSTITUTE FEDERAL CRIMINAL VIOLATIONS (SEE 18 U.S.C. 1001).**

## SUBSCRIPTION AGREEMENT

**SUBSCRIPTION AGREEMENT** made as of November 17, 2015 between **BIORESTORATIVE THERAPIES, INC.**, a Delaware corporation (the “Company”), and **JOHN M. DESMARAIS** (the “Subscriber”).

**WHEREAS**, the Company desires to obtain financing by selling shares of common stock of the Company (“Common Stock”) (the “Offering”).

**WHEREAS**, the Subscriber desires to purchase a certain number of shares of Common Stock as set forth on the signature page hereof (the “Shares”).

**WHEREAS**, in consideration of the purchase of the Shares, the Subscriber is to receive warrants in the form attached hereto as Exhibit A for the purchase of a certain aggregate number of shares of Common Stock as set forth on the signature page hereof (collectively, the “Warrant”).

**NOW, THEREFORE**, for and in consideration of the mutual representations and covenants hereinafter set forth, the parties hereto do hereby agree as follows:

1. **Subscription for the Shares; Warrant.**

1.1 Subject to the terms and conditions hereinafter set forth, the Subscriber hereby irrevocably subscribes for and agrees to acquire from the Company, and the Company agrees to sell to the Subscriber, the Shares at a purchase price of Four Dollars (\$4.00) per Share. The purchase price is payable contemporaneously herewith by wire transfer to an account designated by the Company.

1.2 The closing of the transactions under this Agreement (the “Closing”) shall take place on the date hereof remotely by exchange of signature pages and documents. All payments made as provided in this Section 1 shall be deposited in the Company’s bank account.

1.3 The Company hereby covenants and agrees that it shall use the proceeds of Subscriber’s investment only for its working capital needs, including the repayment of indebtedness, and the acquisition of equipment.

1.4 In consideration of the Subscriber’s purchase of the Shares, the Company will issue to the Subscriber the Warrant, such Warrant to be exercisable for a period of five (5) years at an exercise price of Five Dollars (\$5.00) per share of Common Stock issuable thereunder.

1.5 The certificates evidencing the Shares and the Warrant acquired by the Subscriber, duly executed by the Company, will be delivered by the Company to the Subscriber at the Closing.

1.6 Promptly following the Closing, the Company shall take all necessary and required actions so as to cause the appointment and election of Subscriber to its board of directors as soon as possible following the Closing (and in any event, not later than thirty (30) days after the Closing). Subscriber shall be a director in Class II of its classified board of directors, which Class is next subject to re-election in 2016. Contemporaneous with Subscriber's appointment and election to the Company's board of directors, the board of directors of the Company shall adopt the resolution attached to this Agreement as Exhibit B regarding a waiver of the corporate opportunity doctrine as to Subscriber's service as a director of the Company and shall not rescind, revoke or modify such resolution, or propose to do so, at any time during Subscriber's service as a director of the Company. In the event that the Company fails to cause the appointment and election of Subscriber to its board of directors within thirty (30) days of the Closing (a "Failure to Elect") and/or the board of directors of the Company fails to adopt the resolution attached to this Agreement as Exhibit B or any time proposes to or does rescind, revoke or modify such resolution, the Subscriber shall have a right to cause the Company to repurchase the Shares for a purchase price per Share equal to the greater of (a) Four Dollars (\$4.00) per Share and (b) Fair Market Value (as defined in the Warrant); provided, however, that, in the event of a Failure to Elect, the purchase price per Share shall be Four Dollars (\$4.00) and the Warrant shall be deemed cancelled and of no further force or effect. In such event, Subscriber shall return the Warrant for cancellation. Subscriber shall exercise such right by written notice to the Company given within fifteen (15) days following (x) any Failure to Elect or (y) in the event the Subscriber is appointed and elected to the Company's board of directors within thirty (30) days of the Closing, the date on which the Subscriber becomes aware that the board of directors of the Company failed to adopt the resolution attached to this Agreement as Exhibit B or proposed to or did rescind, revoke or modify such resolution; the closing of such repurchase shall occur within sixty (60) days of the Company's receipt of such notice. Upon commencement of Subscriber's service as a director, Subscriber and the Company shall enter into the director indemnification agreement in the form of Exhibit C hereto.

## **2. Representations and Warranties by Subscriber.**

The Subscriber understands and agrees that the Company is relying and may rely upon the following representations, warranties, acknowledgements, consents, confirmations and covenants made by the Subscriber in entering into this Agreement:

2.1 The Subscriber recognizes that the acquisition of the Shares, the Warrant and the shares of Common Stock issuable upon exercise of the Warrant (the "Warrant Shares") involves a high degree of risk and is suitable only for persons of adequate financial means who have no need for liquidity in this investment in that (i) the Subscriber may not be able to liquidate its investment in the event of an emergency; (ii) transferability is extremely limited; and (iii) the Subscriber could sustain a complete loss of its investment.

2.2 The Subscriber represents that it (i) is competent to understand and does understand the nature of this investment; and (ii) is able to bear the economic risk of this investment.



2.3 The Subscriber represents and warrants that it is an “accredited investor,” as such term is defined in Rule 501 of Regulation D promulgated under the Securities Act of 1933, as amended (the “Act”). The Subscriber meets the requirements of at least one of the suitability standards for an “accredited investor” as set forth on the Accredited Investor Certification contained herein.

2.4 The Subscriber represents and warrants that it has significant prior investment experience, including investment in restricted securities, and that it has read this Agreement and the Warrant in order to evaluate the merits and risks of the investment.

2.5 The Subscriber represents and warrants that it has reviewed all reports, statements and other documents regarding the Company that have been filed with the Securities and Exchange Commission (collectively, the “SEC Reports”), including the risk factors set forth in the Company’s latest Annual Report on Form 10-K and other filings, as applicable. The Subscriber also represents and warrants that it has been furnished by the Company with all information regarding the Company which it had requested or desired to know; that all documents which could be reasonably provided have been made available for its inspection and review; that it has been afforded the opportunity to ask questions of and receive answers from duly authorized representatives of the Company concerning the terms and conditions of the Offering, and any additional information which it had requested for the purpose of verifying the information set forth in the SEC Reports; and that it has had the opportunity to consult with its own tax or financial advisor concerning an investment in the Company. The Subscriber confirms that no oral representations have been made or oral information furnished to the Subscriber or its advisers in connection with the Offering that are inconsistent in any respect with the SEC Reports, this Agreement or the Warrant.

2.6 The Subscriber acknowledges that this Offering has not been reviewed by the Securities and Exchange Commission (the “SEC”) because it is intended to be a non-public offering pursuant to Section 4(a)(2) of the Act and Rule 506 of Regulation D promulgated thereunder. The Subscriber represents and warrants that the Shares, the Warrant and the Warrant Shares are being, and will be, acquired for its own account, for investment and not for distribution to others. The Subscriber agrees that it will not sell, transfer or otherwise dispose of the Shares, the Warrant or the Warrant Shares, or any portion thereof, unless they are registered under the Act or unless an exemption from such registration is available.

2.7 The Subscriber consents that the Company shall permit the transfer of the Shares, the Warrant and the Warrant Shares by the Subscriber out of its name only when its request for transfer is accompanied by an opinion of counsel reasonably acceptable to the Company that neither the sale nor the proposed transfer results in a violation of the Act or any applicable state “blue sky” laws (collectively, “Securities Laws”). The Subscriber agrees to be bound by any requirements of such Securities Laws.

2.8 The Subscriber acknowledges and agrees that the Company is relying on the Subscriber’s representations and warranties contained in this Agreement in determining whether to accept this subscription.

2.9 The Subscriber consents to the placement of the following legend on the Shares, the Warrant and the Warrant Shares:

“THE SECURITIES EVIDENCED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “ACT”). NO TRANSFER, SALE, ASSIGNMENT, PLEDGE, HYPOTHECATION, OPTION, LOAN OR OTHER DISPOSITION OF THE SHARES REPRESENTED BY THIS CERTIFICATE MAY BE MADE EXCEPT (A) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT OR (B) IF THE COMPANY HAS BEEN FURNISHED WITH A REASONABLY SATISFACTORY OPINION OF COUNSEL FOR THE HOLDER THAT SUCH TRANSFER, SALE, ASSIGNMENT, PLEDGE, HYPOTHECATION OR OTHER DISPOSITION IS EXEMPT FROM THE PROVISIONS OF SECTION 5 OF THE ACT OR THE RULES AND REGULATIONS IN EFFECT THEREUNDER, AND IN COMPLIANCE WITH PROVISIONS OF APPLICABLE STATE SECURITIES LAWS.”

The Subscriber is aware that the Company will make a notation in its appropriate records with respect to the restrictions on the transferability of the Shares, the Warrant and the Warrant Shares. The legend requirement imposed by this Section 2.9 as to the Act shall cease and terminate as to any particular Shares, the Warrant and/or Warrant Shares (a) when the Company has received a reasonably satisfactory opinion of counsel from Lowenstein Sandler LLP, Certilman Balin Adler & Hyman, LLP or other counsel reasonably acceptable to the Company that such legend is no longer required in order to assure compliance by the Company with the Act or (b) when such Shares, Warrant and/or Warrant Shares have been effectively registered under the Act or transferred pursuant to Rule 144 promulgated under the Act. Wherever (x) such requirement shall cease and terminate as to any Shares, Warrant and/or Warrant Shares or (y) such Shares, Warrant and/or Warrant Shares shall be transferable under Rule 144(b)(1), the holder thereof shall be entitled to receive from the Company, without expense, new certificates not bearing the legend set forth this Section 2.9 as to the Act.

2.10 The Subscriber represents and that the address set forth on the signature page is the Subscriber’s true and correct address.

2.11 The Subscriber represents and warrants that it is unaware of, is in no way relying on, and did not become aware of, the Offering through, or as a result of, any form of general solicitation or advertising, including, without limitation, articles, notices, advertisements or other communications published in any newspaper, magazine or other similar media or broadcast over television or radio or any seminar or meeting where the attendees have been invited by any such means of general solicitation or advertising, or through any filings made by the Company with the SEC with respect to the public offering of its securities.

2.12 The Subscriber represents and warrants that the Subscriber has reached the age of 21 and has full power and authority to execute and deliver this Agreement and all other related agreements or certificates and to carry out the provisions hereof and thereof.

2.13 The Subscriber represents and warrants that the execution and delivery of this Agreement will not violate or be in conflict with any order, judgment, injunction, agreement or other document to which the Subscriber is a party or by which it is bound.

2.14 **NEITHER THE SHARES, NOR THE WARRANT NOR THE WARRANT SHARES OFFERED HEREBY HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF ANY STATE AND ARE BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF SAID ACT AND SUCH LAWS. THE SHARES, THE WARRANT AND THE WARRANT SHARES 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. NEITHER THE SHARES, NOR THE WARRANT NOR THE WARRANT SHARES HAVE BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE 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 SEC REPORTS. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.**

3. **Representations and Warranties by the Company.**

The Company represents and warrants to the Subscriber as follows:

3.1 The Company is a corporation duly organized, existing and in good standing under the laws of the State of Delaware and has the corporate power to conduct its business.

3.2 The execution, delivery and performance of this Agreement by the Company has been duly authorized by the Board of Directors of the Company.

3.3 The Warrant has been duly and validly authorized and, when issued in accordance with the terms hereof, will be duly and validly issued and will represent the binding obligation of the Company. The Shares and the Warrant Shares have been duly and validly authorized and, when issued in accordance with the terms hereof and the Warrant, respectively, will be duly and validly issued, fully paid and nonassessable.

3.4 The Company has taken all corporate action required to authorize the execution and delivery of this Agreement and the issuance of the Shares, the Warrant and the Warrant Shares. The Company is not in violation or default of any of the terms of its Certificate of Incorporation or By-Laws. The execution, delivery and performance of this Agreement by the Company, and the sale, issuance and delivery of the Shares, the Warrant and the Warrant Shares, will not, with or without the passage of time or giving of notice, result in any such violation, or be in conflict with or constitute a default under its Certificate of Incorporation or By-Laws. This Agreement has been duly executed and delivered by the Company and constitutes a valid and binding obligation of the Company enforceable in accordance with their respective terms, except as limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws of general application affecting enforcement of creditors' rights, and as limited by general principles of equity that restrict the availability of equitable remedies.

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, (other than blue sky filings, which shall be made promptly following the closing hereunder) 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 this Agreement and the sale, issuance and delivery of the Shares, the Warrant and the Warrant Shares.

#### **4. Notices to Subscriber.**

4.1 Neither the Shares nor the Warrant nor the Warrant Shares have been registered under the Act, or the securities laws of any state, and are being offered and sold in reliance on exemptions from the registration requirements of the Act and such laws. Neither the Shares nor the Warrant nor the Warrant Shares have been approved or disapproved by the SEC, any state securities commission or other regulatory authority, nor have any of the foregoing authorities passed upon or endorsed the merits of the Offering. Any representation to the contrary is unlawful.

4.2 The Shares, the Warrant and the Warrant Shares are subject to restrictions on transferability and resale and may not be transferred or resold except as permitted under the Act, and applicable state securities laws, pursuant to registration or exemption therefrom. The Subscriber should be aware that it may be required to bear the financial risks of this investment for an indefinite period of time.

4.3 The Offering is being made on a "best efforts" basis. Accordingly, the Company will be able to utilize all Offering proceeds received without the requirement that any minimum number of shares of Common Stock be sold.

5. **Piggyback Registration Rights.**

5.1 In the event the Company shall determine to file a Registration Statement under the Act (other than on Form S-4 or Form S-8 or another form not available for registering the Shares for sale to the public) in connection with the proposed offer and sale of any of its securities, the Company shall give written notice of its determination to the Subscriber (a "Piggyback Notice"). In the event the Subscriber, within twenty (20) days after the receipt of the Piggyback Notice, shall notify the Company of its desire that the Shares be included in the Registration Statement, the Company shall include such Shares in the Registration Statement, all to the extent requisite to permit the sale or other disposition by the Subscriber of the Shares to be so registered; provided, however, that the Company may at any time, in its sole discretion, withdraw or cease proceeding with any such registration.

5.2 If the registration with respect to which the Company gives the Piggyback Notice is for a public offering involving an underwriting, the Company agrees to so advise the Subscriber as a part of its written notice. In such event, the right of the Subscriber to registration pursuant to this Section 5 shall be conditioned upon the Subscriber's participation in such underwriting and the inclusion of the Subscriber's Shares in the underwriting to the extent required by the managing underwriter. In such event, the Subscriber shall enter into an underwriting agreement with the underwriter or underwriters selected for such underwriting by the Company on terms that are acceptable to the Company.

5.3 Notwithstanding any other provision of this Section 5, if the managing underwriter of an underwritten distribution advises the Company and the Subscriber in writing that in its good faith judgment the number of Shares requested to be registered under this Section 5 and other securities requested to be registered exceeds the number of Shares and other securities which can be sold in such offering without adversely affecting the success of such offering or the price at which such securities are offered, then (i) the number of Shares and other securities (except for shares to be issued by the Company for its own account) so requested to be included in the offering shall be reduced to that number of shares (including zero) which in the good faith judgment of the managing underwriter can be sold in such offering, and (ii) such reduced number of shares, if any, shall be allocated among the Subscriber and holders of other securities in proportion, as nearly as practicable, to the respective number of Shares and other securities requested by the Subscriber and other holders to be included in the Registration Statement.

5.4 Notwithstanding the foregoing, the Company need not send a Piggyback Notice if the Shares are then saleable pursuant to Rule 144 promulgated under the Act.

6. **Public Announcements.** Except as may be required by law or any applicable stock exchange rules, the Company will not issue or make any press releases or other public disclosures concerning this Agreement or the transactions contemplated hereby without first providing a draft of such proposed press release or other public announcement to Subscriber and affording a reasonable opportunity for Subscriber to review and comment thereon; the Company shall incorporate any reasonable comment made by Subscriber as long as such comment is consistent with applicable law and any applicable stock exchange rules.

7. **Miscellaneous.**

7.1 Any notice or other communication given hereunder shall be deemed sufficient if in writing and hand delivered or sent by certified mail (return receipt requested, postage prepaid), or overnight mail or courier, addressed as follows:

To the Company:

40 Marcus Drive  
Suite One  
Melville, New York 11747  
Attn: Chief Executive Officer

With a copy to:

Certilman Balin Adler & Hyman, LLP  
90 Merrick Avenue  
East Meadow, New York 11554  
Attn: Fred Skolnik, Esq.

To the Subscriber: at its address indicated on the signature page of this Agreement

or to such other address as to which either party shall notify the other in accordance with the provisions hereof. Notices shall be deemed to have been given on the date of mailing, except notices of change of address, which shall be deemed to have been given when received.

7.2 This Agreement shall not be changed, modified or amended except by a writing signed by the party to be charged, and this Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by the party to be charged.

7.3 This Agreement shall be binding upon and inure to the benefit of the parties hereto and to their respective successors, assigns and legal representatives. This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter thereof and merges and supersedes all prior discussions, agreements and understandings of any and every nature between them.

7.4 This Agreement and its validity, construction and performance shall be governed in all respects by the laws of the State of New York, applicable to agreements to be performed wholly within the State of New York. The Company and the Subscriber hereby irrevocably consent and submit to the exclusive jurisdiction of any federal or state court located within Nassau or Suffolk County, New York over any dispute arising out of or relating to this Agreement and each party hereby irrevocably agrees that all claims in respect of such dispute or any legal action related thereto may be heard and determined in such courts. Each of the Company and the Subscriber hereby irrevocably waives, to the fullest extent permitted by applicable law, any objection that it may now or hereafter have to the laying of venue of any such dispute brought in such court or any defense of inconvenient forum for the maintenance of such dispute.

7.5 The headings in this Agreement are inserted only as a matter of convenience, and in no way define, limit, extend or interpret the scope of this Agreement or of any particular section.

7.6 All references to the neuter gender herein shall likewise apply to the masculine or feminine gender as and where applicable, and vice-versa.

7.7 This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall constitute one instrument. Signatures transmitted herein via facsimile or other electronic image shall be deemed original signatures. Upon the execution and delivery of this Agreement by the Subscriber, this Agreement shall become the binding obligation of the Subscriber with respect to the acquisition of the Shares and the Warrant as herein provided.

7.8 Only upon written approval and acceptance of this Agreement by the Company shall the Company be obligated hereunder.

7.9 The Subscriber acknowledges that it has been represented by counsel, or afforded the opportunity to be represented by counsel, in connection with this Agreement. Accordingly, any rule of law or any legal decision that would require the interpretation of any claimed ambiguities in this Agreement against the party that drafted it has no application and is expressly waived by the Subscriber. The provisions of this Agreement shall be interpreted in a reasonable manner to give effect to the intent of the parties hereto

[Remainder of page intentionally left blank. Signature page follows.]

**BIORESTORATIVE THERAPIES, INC.**

**SUBSCRIPTION AGREEMENT**

**Accredited Investor Certification**  
**(Initial the appropriate box(es))**

The Subscriber represents and warrants that it, he or she is an “accredited investor” based upon the satisfaction of one or more of the following criteria:

JMD (1) he or she is a natural person who has a net worth or joint net worth with his or her spouse in excess of \$1,000,000 at the date hereof<sup>1</sup>; or

JMD (2) he or she is a natural person who had an individual income in excess of \$200,000 in each of the two most recent years or a joint income with his or her spouse in excess of \$300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year; or

\_\_\_\_\_ (3) he or she is a director or executive officer of the Company; or

\_\_\_\_\_ (4) it is either (a) a bank as defined in Section 3(a)(2) of the Securities Act of 1933, as amended (the “Securities Act”), or a savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Securities Act, whether acting in its individual or fiduciary capacity, (b) a broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934, (c) an insurance company as defined in Section 2(13) of the Securities Act, (d) an investment company registered under the Investment Company Act of 1940 or a business development company as defined in Section 2(a)(48) of such act, (e) a small business investment company licensed by the United States Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958, (f) a plan established and maintained by a state or its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if such plan has total assets in excess of \$5,000,000 or (g) an employee (benefit plan within the meaning of Title I of the Employee Retirement Income Security Act of 1974, if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of such act, which plan fiduciary is a bank, savings and loan association, an insurance company or a registered investment advisor, or if the employee benefit plan has total assets in excess of \$5,000,000 or, if a self-directed plan, with investment decisions made solely by persons who otherwise meet these suitability standards; or

<sup>1</sup> For purposes of calculating net worth:

- (i) The Subscriber’s primary residence shall not be included as an asset;
- (ii) Indebtedness that is secured by the Subscriber’s primary residence, up to the estimated fair market value of the primary residence at the date hereof, shall not be included as a liability (except that if the amount of such indebtedness outstanding at the date hereof exceeds the amount outstanding 60 days before the date hereof, other than as a result of the acquisition of the primary residence, the amount of such excess shall be included as a liability); and
- (iii) Indebtedness that is secured by the Subscriber’s primary residence in excess of the estimated fair market value of the primary residence at the date hereof shall be included as a liability.



- \_\_\_\_\_ (5) it is a private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940; or
- \_\_\_\_\_ (6) it is an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, a corporation, a Massachusetts or similar business trust or a partnership not formed for the specific purpose of acquiring the Shares and the Warrant offered hereby, with total assets in excess of \$5,000,000; or
- \_\_\_\_\_ (7) it is a trust, with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring the Shares and the Warrant, whose purchase is directed by a sophisticated person who has such knowledge and experience in financial and business matters that he or she is capable of evaluating the merits and risks of the prospective investment; or
- \_\_\_\_\_ (8) it is a corporation, partnership or other entity, and each and every equity owner of such entity initials a separate Accredited Investor Certification pursuant to which it, he or she certifies that it, he or she meets the qualifications set forth in either (1), (2), (3), (4), (5), (6) or (7) above.

**If the Subscriber is an INDIVIDUAL, or if the Shares are being acquired as JOINT TENANTS, as TENANTS IN COMMON, or as COMMUNITY PROPERTY:**

John M. Desmarais  
\_\_\_\_\_  
Name(s) of Subscriber

/s/ John M. Desmarais  
\_\_\_\_\_  
Signature of Subscriber

\_\_\_\_\_  
Signature, if jointly held

November 17, 2015  
\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Name of Subscriber

By: \_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Name and Title of Authorized Representative

By: \_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Name and Title of Authorized Representative

\_\_\_\_\_  
Date

**BIORESTORATIVE THERAPIES, INC.**

**SUBSCRIPTION AGREEMENT**

**If the Subscriber is an INDIVIDUAL, or if the Shares and the Warrant are being purchased as JOINT TENANTS, as TENANTS IN COMMON, or as COMMUNITY PROPERTY:**

<u>John M. Desmarais</u> Print Name(s)	<u></u> Social Security Number(s)
<u>/s/ John M. Desmarais</u> Signature of Subscriber	<u></u> Signature of Subscriber, if more than one
<u>\$500,000 / 125,000</u> Purchase Price/Number of Shares	<u></u> Address
<u>125,000</u> Number of Warrant Shares	<u>November 17, 2015</u> Date

---

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

<u></u> Name of Partnership, Corporation Limited Liability Company or Trust	<u></u> Type of Entity
By: <u></u> Name: <u></u> Title: <u></u>	<u></u> Federal Taxpayer Identification Number
	<u></u> Address
<u></u> Purchase Price/Number of Shares	<u></u> State of Organization
<u></u> Number of Warrant Shares	<u></u> Date

**SUBSCRIPTION ACCEPTED AND AGREED TO  
this 18 day of November, 2015**

**BIORESTORATIVE THERAPIES, INC.**

By: /s/ Mark Weinreb

**VOID AFTER 5:00 P.M., EASTERN TIME, ON NOVEMBER 17, 2020**

**NEITHER THIS WARRANT NOR THE WARRANT STOCK (AS HEREINAFTER DEFINED) HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “ACT”), OR THE SECURITIES LAWS OF ANY STATE. THIS WARRANT AND THE WARRANT STOCK MAY BE TRANSFERRED ONLY IN COMPLIANCE WITH THE ACT AND SUCH LAWS. THIS LEGEND SHALL BE ENDORSED UPON ANY WARRANT ISSUED IN EXCHANGE FOR THIS WARRANT.**

---

**BIORESTORATIVE THERAPIES, INC.**

**(Incorporated under the laws of the State of Delaware)**

**Warrant**

**125,000 Shares November 17, 2015**

**FOR VALUE RECEIVED, BIORESTORATIVE THERAPIES, INC.**, a Delaware corporation (the “Company”), hereby certifies that **JOHN M. DESMARAIS** (the “Holder”) is entitled, subject to the provisions of this Warrant, to purchase from the Company up to **ONE HUNDRED AND TWENTY-FIVE THOUSAND (125,000) SHARES OF COMMON STOCK**, \$.001 par value per share, of the Company (“Common Shares”) at a price of **FIVE DOLLARS (\$5.00)** per share (the “Exercise Price”) during the period commencing thirty (30) days following the date hereof and terminating at 5:00 P.M. on the fifth anniversary of the date hereof.

The number of Common Shares to be received upon the exercise of this Warrant may be adjusted from time to time as hereinafter set forth. The Common Shares deliverable upon such exercise, and as adjusted from time to time, are hereinafter sometimes referred to as “Warrant Stock.”

The Holder agrees with the Company that this Warrant is issued, and all the rights hereunder shall be held subject to, all of the conditions, limitations and provisions set forth herein.

1. **Exercise of Warrants.**

1.1 **Exercise.** Exercise of this Warrant shall be made upon surrender of this Warrant with the Warrant Exercise Form attached hereto duly completed and signed and delivered to the Company, at its address 40 Marcus Drive, Suite One, Melville, New York 11747 (or such office or agency of the Company as it may designate in writing to the Holder hereof). Payment upon exercise shall be made at the written option of the Holder either (i) in cash, wire transfer or by certified or official bank check payable to the order of the Company equal to the applicable aggregate Exercise Price, (ii) by the withholding of shares of Warrant Stock otherwise issuable upon exercise of this Warrant, in accordance with Section 1.2 or (iii) by a combination of either of the foregoing methods, for the number of shares of Warrant Stock specified in such form (as such number shall be adjusted to reflect any adjustment in the total number of shares of Warrant Stock issuable to the Holder pursuant to the terms of this Warrant) and the Holder shall thereupon be entitled to receive the number of duly authorized, validly issued, fully-paid and non-assessable shares of Warrant Stock determined as provided herein. The Company shall promptly (but in no event later than five (5) business days after the date on which the Company receives this Warrant, the executed Warrant Exercise Form and payment of the Exercise Price, if any (the "Exercise Date")), issue or cause to be issued and cause to be delivered to or upon the written order of the Holder and in such name or names as the Holder may designate (subject to the restrictions on transfer described in the legend set forth on the face of this Warrant), a certificate for the shares of Warrant Stock issuable upon such exercise, with such restrictive legend as required by the Act, as applicable. Subject to the delivery of this Warrant, the executed Warrant Exercise Form and payment of the Exercise Price, if any, any person so designated by the Holder to receive Warrant Stock shall be deemed to have become the holder of record of such shares of Warrant Stock as of the Exercise Date. If this Warrant is exercised in part only, the Company shall, upon surrender of this Warrant for cancellation, execute and deliver a new Warrant evidencing the rights of the Holder hereof to purchase the balance of the shares purchasable hereunder.

1.2 **Net Exercise.** If the Fair Market Value (as hereinafter defined) of one Common Share is greater than the Exercise Price of one share of Warrant Stock (at the date of calculation as set forth below), in lieu of exercising this Warrant for cash, the Holder may elect to receive shares of Warrant Stock equal to the number of Common Shares computed using the following formula:

$$X=Y*(A-B)/A$$

Where X= the number of Common Shares to be issued to the Holder

Y= the number of Common Shares purchasable under this Warrant or, if only a portion of this Warrant is being exercised, the portion of this Warrant being exercised (at the date of such calculation)

A= the Fair Market Value of one Common Share

B= the Exercise Price (as adjusted to the date of such calculation).

1.3 **Fair Market Value.** For purposes hereof, “Fair Market Value” shall be determined as follows:

(a) if the Common Shares of the Company are listed on any established stock exchange or a national market system, including, without limitation, The Nasdaq Stock Market, or quoted on any other market for which closing sales prices are available, including, without limitation, the OTCQB, Fair Market Value shall be the average of the closing sales prices for the Common Shares, as quoted on such exchange, system or other market, on the five (5) trading days immediately preceding the Exercise Date;

(b) if the Common Shares of the Company are quoted but closing sales prices are not reported, then Fair Market Value shall be the average of the mean between the high bid and low asked prices for the Common Shares on the five (5) trading days immediately preceding the Exercise Date; or

(c) in the absence of any quotations for the Common Shares of the Company during the five (5) trading days immediately preceding the Exercise Date, Fair Market Value shall be determined in good faith by the Board of Directors of the Company.

2. **Registered Owner.** The Company may consider and treat the person in whose name this Warrant shall be registered as the absolute owner thereof for all purposes whatsoever and the Company shall not be affected by any notice to the contrary. Subject to the provisions hereof, the registered owner of this Warrant shall have the right to transfer it by assignment and the transferee thereof, upon his registration as owner of this Warrant, shall become vested with all the powers and rights of the transferor. Registration of any new owner shall take place upon presentation of this Warrant to the Company at its offices together with the Warrant Assignment Form attached hereto duly executed. In case of transfers by operation of law, the transferee shall notify the Company of such transfer and of his address, and shall submit appropriate evidence regarding the transfer so that this Warrant may be registered in the name of the transferee. This Warrant is transferable only on the books of the Company by the Holder on the surrender hereof, duly endorsed. Communications sent to any registered owner shall be effective as against all holders or transferees of this Warrant not registered at the time of sending the communication.

3. **Reservation of Shares.** During the period within which the rights represented by this Warrant may be exercised, the Company shall, at all times, reserve and keep available out of its authorized capital stock, solely for the purposes of issuance upon exercise of this Warrant, such number of its Common Shares as shall be issuable upon the exercise of this Warrant; and if at any time the number of authorized Common Shares shall not be sufficient to effect the exercise of this Warrant, the Company will take such corporate action as may be necessary to increase its authorized but unissued Common Shares to such number of shares as shall be sufficient for such purpose; the Company shall have analogous obligations with respect to any other securities or property issuable upon exercise of this Warrant.

4. **Fractional Shares.** The Company shall not be required to issue certificates representing fractions of Common Shares, nor shall it be required to issue scrip or pay cash in lieu of fractional interests, it being the intent of the Company and the Holder that all fractional interests shall be eliminated.

5. **Rights of the Holder.** The Holder shall not, by virtue hereof, be entitled to any voting or other rights of a stockholder of the Company, either at law or in equity, and the rights of the Holder are limited to those expressed in this Warrant.

6. **Anti-Dilution Provisions.**

6.1 **Adjustments for Stock Dividends; Combinations, Etc.** (a) In case the Company shall do any of the following (an “Event”):

- (i) declare a dividend or other distribution on its Common Shares payable in Common Shares of the Company,
- (ii) subdivide the outstanding Common Shares pursuant to a stock split or otherwise,
- (iii) combine the outstanding Common Shares into a smaller number of shares pursuant to a reverse split or otherwise, or
- (iv) reclassify its Common Shares,

then the Exercise Price in effect at the time of the record date for such dividend or other distribution or of the effective date of such subdivision, combination or reclassification shall be changed to a price determined by dividing (a) the product of the number of Common Shares outstanding immediately prior to such Event, multiplied by the Exercise Price in effect immediately prior to such Event by (b) the number of Common Shares outstanding immediately after such Event. Each such adjustment of the Exercise Price shall be calculated to the nearest one-hundredth of a cent. Such adjustment shall be made successively whenever any Event listed above shall occur.

(b) Whenever the Exercise Price is adjusted as set forth in Section 6.1 (whether or not the Company then or thereafter elects to issue additional Warrants in substitution for an adjustment in the number of shares of Warrant Stock), the number of shares of Warrant Stock specified in each Warrant which the Holder may purchase shall be adjusted, to the nearest full share, by multiplying such number of shares of Warrant Stock immediately prior to such adjustment by a fraction, of which the numerator shall be the Exercise Price immediately prior to such adjustment and the denominator shall be the Exercise Price immediately thereafter.

6.2 **Adjustment for Reorganization, Consolidation or Merger.** In case of any reorganization of the Company (or any other entity, the securities of which are at the time receivable on the exercise of this Warrant) after the date hereof or in case after such date the Company (or any such other entity) shall consolidate with or merge with or into another entity, then, and in each such case, the Holder of this Warrant upon the exercise thereof as provided in Section I at any time after the consummation of such reorganization, consolidation or merger, shall be entitled to receive, in lieu of the securities and property receivable upon the exercise of this Warrant prior to such consummation, the securities or property to which such Holder would have been entitled upon such consummation if such Holder had exercised this Warrant immediately prior thereto, all subject to further adjustment as provided in Section 6.1; in each such case, the terms of this Warrant shall be applicable to the securities or property receivable upon the exercise of this Warrant after such consummation.

7. **Investment Intent.** Unless, prior to the exercise of this Warrant, the issuance of the Warrant Stock has been registered with the Securities and Exchange Commission pursuant to the Act, the Warrant Exercise Form shall be accompanied by the Investment Representation Letter attached hereto, duly executed by the Holder.

8. **Restrictions on Transfer.**

8.1 **Transfer to Comply with the Securities Act of 1933.** Neither this Warrant nor any Warrant Stock may be sold, assigned, transferred or otherwise disposed of except as follows: (1) to a person who, in the opinion of counsel, is a person to whom this Warrant or the Warrant Stock may legally be transferred without registration and without the delivery of a current prospectus under the Act with respect thereto and then only against receipt of an agreement of such person to comply with the provisions of this Section 8 with respect to any resale, assignment, transfer or other disposition of such securities; or (2) to any person upon delivery of a prospectus then meeting the requirements of the Act relating to such securities and the offering thereof for such sale, assignment, transfer or disposition.

8.2 **Legend.** Subject to the terms hereof, upon exercise of this Warrant and the issuance of the Warrant Stock, all certificates representing such Warrant Stock shall bear on the face or reverse thereof substantially the following legend:

“THE SECURITIES EVIDENCED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “ACT”). NO TRANSFER, SALE, ASSIGNMENT, PLEDGE, HYPOTHECATION, OPTION, LOAN OR OTHER DISPOSITION OF THE SHARES REPRESENTED BY THIS CERTIFICATE MAY BE MADE EXCEPT (A) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT OR (B) IF THE COMPANY HAS BEEN FURNISHED WITH A REASONABLY SATISFACTORY OPINION OF COUNSEL FOR THE HOLDER THAT SUCH TRANSFER, SALE, ASSIGNMENT, PLEDGE, HYPOTHECATION OR OTHER DISPOSITION IS EXEMPT FROM THE PROVISIONS OF SECTION 5 OF THE ACT OR THE RULES AND REGULATIONS IN EFFECT THEREUNDER, AND IN COMPLIANCE WITH PROVISIONS OF APPLICABLE STATE SECURITIES LAWS.”

The legend requirement imposed by this Section 8.2 as to the Act shall cease and terminate as to any particular Warrant Shares (a) when the Company has received a reasonably satisfactory opinion of counsel from Lowenstein Sandler LLP, Certilman Balin Adler & Hyman, LLP or other counsel reasonably acceptable to the Company that such legend is no longer required in order to assure compliance by the Company with the Act or (b) when such Warrant Shares have been effectively registered under the Act or transferred pursuant to Rule 144 promulgated under the Act. Wherever (x) such requirement shall cease and terminate as to any Warrant Shares or (y) such Warrant Shares shall be transferable under Rule 144(b)(1), the holder thereof shall be entitled to receive from the Company, without expense, new certificates not bearing the legend set forth this Section 8.2 as to the Act.

9. **Lost, Stolen or Destroyed Warrant.** In the event that the Holder notifies the Company that this Warrant has been lost, stolen or destroyed and provides (a) a letter, in form reasonably satisfactory to the Company, to the effect that it will indemnify the Company from any loss incurred by it in connection therewith, and/or (b) an indemnity bond in such amount as is reasonably required by the Company, the Company having the option of electing (in its discretion) either (a) or (b) or both, the Company shall accept such letter and/or indemnity bond in lieu of the surrender of this Warrant as required by Section 1 hereof.

10. **Notices.** All notices required hereunder shall be given by first-class mail, postage prepaid, or overnight mail or courier and, if given by the Holder addressed to the Company at 40 Marcus Drive, Suite One, Melville, New York 11747, Attention: Chief Executive Officer, or such other address as the Company may designate in writing to the Holder; and if given by the Company, addressed to the Holder at the address of the Holder shown on the books of the Company.

11. **Applicable Law; Jurisdiction.** This Warrant is issued under, and shall for all purposes be governed by and construed in accordance with, the laws of the State of Delaware, excluding choice of law principles thereof. The Company and, by its acceptance of this Warrant, the Holder hereby irrevocably consent and submit to the exclusive jurisdiction of any federal or state court located within Nassau or Suffolk County, New York over any dispute arising out of or relating to this Warrant and each party hereby irrevocably agrees that all claims in respect of such dispute or any legal action related thereto may be heard and determined in such courts. Each of the Company and the Holder hereby irrevocably waives, to the fullest extent permitted by applicable law, any objection that it or he may now or hereafter have to the laying of venue of any such dispute brought in such court or any defense of inconvenient forum for the maintenance of such dispute.

12. **Amendments; Waivers.** This Warrant shall not be changed, modified or amended except by a writing signed by the party to be charged, and this Warrant may not be discharged except by performance in accordance with its terms or by a writing signed by the party to be charged.

[Remainder of page intentionally left blank. Signature page follows.]



**IN WITNESS WHEREOF**, the Company has caused this Warrant to be signed on its behalf, in its corporate name, by its duly authorized officer, all as of the day and year first above written.

**BIORESTORATIVE THERAPIES, INC.**

By: /s/ Mark Weinreb  
Mark Weinreb  
Chief Executive Officer