UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 10

GENERAL FORM FOR REGISTRATION OF SECURITIES
Pursuant to Section 12(b) or 12(g) of the Securities Exchange Act of 1934

STEM CELL ASSURANCE, INC.
(Exact name of registrant as specified in its charter)

Nevada	**91-1835664**
(State or other jurisdiction of incorporation or organization)	(IRS Employer Identification No.)
555 Heritage Drive, Jupiter, Florida	**33458**
(Address of principal executive offices)	(Zip Code)

Registrant's telephone number, including area code **(561) 904-6070**

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

Title of each class to be so registered	Name of each exchange on which each class is to be registered
None	Not applicable

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

Common Stock, par value $0.001 per share
(Title of Class)

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See definition of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer	☐	Accelerated filer	☐
Non-accelerated filer (Do not check if a smaller reporting company)	☐	Smaller reporting company	X

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EXPLANATORY NOTE

We are filing this General Form for Registration of Securities on Form 10 to register our common stock pursuant to Section 12(g) of the Securities Exchange Act of 1934, as amended (the "Exchange Act").

Once this Registration Statement has been deemed effective, we will be subject to the requirements of Section 13(a) of the Exchange Act, including the rules and regulations promulgated thereunder, which will require us, among other things, to file annual reports on Form 10-K, quarterly reports on Form 10-Q, and current reports on Form 8-K, and we will be required to comply with all other obligations of the Exchange Act applicable to issuers filing registration statements pursuant to Section 12(g) of the Exchange Act.

Unless otherwise noted, references in this Registration Statement to "Stem Cell Assurance," the "Company," "we," "our" or "us" mean Stem Cell Assurance, Inc. and its subsidiaries.

FORWARD-LOOKING STATEMENTS

This Registration Statement contains forward-looking statements as that term is defined in the federal securities laws. The events described in forward-looking statements contained in this Registration Statement may not occur. Generally these statements relate to business plans or strategies, projected or anticipated benefits or other consequences of our plans or strategies, projected or anticipated benefits from acquisitions to be made by us, or projections involving anticipated revenues, earnings or other aspects of our operating results. The words "may," "will," "expect," "believe," "anticipate," "project," "plan," "intend," "estimate," and "continue," and their opposites and similar expressions, are intended to identify forward-looking statements. We caution you that these statements are not guarantees of future performance or events and are subject to a number of uncertainties, risks and other influences, many of which are beyond our control, which may influence the accuracy of the statements and the projections upon which the statements are based. Factors that may affect our results include, but are not limited to, the risks and uncertainties discussed in Item 1A of this Registration Statement.

Any one or more of these uncertainties, risks and other influences could materially affect our results of operations and whether forward-looking statements made by us ultimately prove to be accurate. Our actual results, performance and achievements could differ materially from those expressed or implied in these forward-looking statements. We undertake no obligation to publicly update or revise any forward-looking statements, whether from new information, future events or otherwise.

Item 1. Business.

Overview

Our goal is to become a medical center of excellence using cell and tissue regenerative therapy protocols, primarily involving a patient's own (autologous) adult stem cells (non-embryonic), allowing patients to undergo cellular-based treatments. As more and more cellular therapies become standard of care, we intend to focus on the unity of medical and scientific explanations for future clinical procedures and outcomes and the provision of adult stem cells for future personal medical applications.

We currently are developing an infrastructure to establish a laboratory for the possible development of cellular-based treatment protocols, stem cell-related intellectual property ("IP"), biological tools ("bio tools"), and research applications as well as for stem cell collection and storage services.

We also operate a wholly-owned subsidiary, Stem Cellutrition™, LLC, which plans to offer and sell facial creams and other skin care products with certain ingredients that may include stem cells and/or other stem cell optimization or regenerative compounds.

We are a development stage enterprise. Our primary activities in the stem cell area have been the development of our business plan, negotiating strategic alliances and other agreements, and raising capital. We have not commenced our principal operations, nor have we generated any revenues from our operations.

Strategy

We are concentrating our initial efforts in offering comprehensive, potentially multi-visit, private-pay patient cellular-based treatment programs in selective areas of medicine where the treatment protocol is minimally invasive. As our operations grow, we plan to extend our practice to include cellular therapy for the treatment of other diseases and injuries.

We intend to initially establish adult stem cell therapy facilities outside the United States. We intend to work with hospitals and physicians to make our stem cell-based therapies available for patients who travel for treatment ("medical tourism"). Subject to the relaxation of regulatory restrictions, we intend to establish additional stem cell therapy facilities within the United States as well.

We also intend to develop a laboratory capable of performing cellular characterization and culturing, and therapeutic outcomes analysis, developing bio tools and other stem cell-related IP, and stem cell collection and storage services.

Treatment

Every human being has stem cells in his or her body. These cells exist from the early stages of human development until the end of a person's life. Throughout our lives, our body continues to produce stem cells that regenerate to produce differentiated cells that make up various aspects of the body such as skin, blood, muscle and nerves. These are generally referred to as adult stem cells. These cells are important for the purpose of medical therapies aiming to replace lost or damaged cells or tissues.

Regenerative cell therapy relies on replacing diseased, damaged or dysfunctional cells with healthy, functioning ones or repairing damaged or diseased tissue. A great range of cells can serve in cell therapy, including cells found in peripheral and umbilical cord blood, bone marrow and adipose (fat) tissue. Physicians have been using adult stem cells from bone marrow to treat various blood cancers for over 40 years. Recently, the use of stem cells has begun to be used to treat various other diseases. We intend to use and develop cell and tissue regenerative therapy protocols, primarily involving a patient's own (autologous) adult stem cells (non-embryonic), to allow patients to undergo cellular-based treatments.

We intend to concentrate initially on therapeutic areas where risk to the patient is low, recovery is relatively easy, and where (i) results can be demonstrated through sufficient clinical data; (ii) patients and referring doctors will be comfortable with the procedure; and (iii) recovery, monitoring, patient follow-up and data collection/analysis is far less complicated than more invasive protocols. We believe that there will be readily identifiable groups of patients who will benefit from these procedures.

Accordingly, we plan to focus our initial efforts in offering comprehensive, potentially multi-visit, patient cellular-based treatment programs in selective areas of medicine where the treatment protocol is minimally invasive. We anticipate that substantially all of our procedures will be private pay (meaning that they will not be subject to reimbursement by governmental and other third party payers). We also anticipate that patients will find it necessary to return for periodic treatments.

Due to regulatory limitations, our treatment centers will initially need to be established outside the United States. In the event that such restrictions are relaxed and demand for stem cell therapies increases, we intend to establish treatment facilities in the United States.

Following our initial operational efforts, we intend to extend our practice to cellular therapy for the treatment of diseases and other injuries, that may include heart disease, diabetes, wounds, burns and autoimmune diseases (including rheumatoid arthritis, Type 1 diabetes, Crohn's Disease and multiple sclerosis). The costs of entry into these market places will be higher, in that most procedures would need to be performed in a hospital or hospital-like setting to better assure the well-being of the patient and success of the outcome.

We intend that the majority of our procedures will involve adult stem cells harvested from a patient's own (autologous) cells so that there is no chance of rejection or disease being spread from donor to patient. We intend to focus on developing personalized, patient-specific treatment programs that provide for additional or follow-on therapies, patient outcome monitoring, and the accumulation/analysis of critical medical data. We also intend to carefully monitor patient response and satisfaction.

Laboratory

We are currently developing a state-of-the-art facility in Jupiter, Florida to be used as a laboratory, and for the possible development of cellular-based treatment protocols and research applications.

As operations grow, our plans include the expansion of our laboratory to perform cellular characterization and culturing, stem cell-related IP development, therapeutic outcome analysis, and stem cell collection and storage services, and developing a bio tools product portfolio targeted to meet the demands of the large pharmaceutical companies' drug discovery and development platforms. As we develop our business and additional stem cell treatments are approved, we intend to establish ourselves as the provider of adult stem cells for therapies and expand to provide cells in other market areas for stem cell therapy – potentially, such areas as orthopedics, diabetes, heart disease and autoimmune disease.

We plan to eventually open additional laboratories that are capable of supplying stem cells to those physicians who use those cells to treat disease. We intend to position ourselves as a source and leader in providing those cells for treatments.

Biobanking

Storing one's own stem cells, or autologous stem cell banking, is the only way to ensure that there is a genetic stem cell match when stem cells are later needed for a medical procedure. Often, patients are recommended by their physicians for a stem cell transplant as the only option for the treatment of their illness; some, however, never find a match, thereby making the therapy impossible. Even in instances where a donor can be found, patient conditions may have worsened drastically such that the body rejects the cell transplant. By having one's own stem cells already banked – before the onset of disease – this circumstance may be avoided. Autologous stem cell transplants also eliminate the need for immunosuppressant therapy, which is required when a donor is involved; patients often succumb to a lifetime of prescription drugs given to prevent cell transplant rejection. When autologous cells are transplanted, generally, no medications of this kind are needed.

As more patients use stem cells for treatments and therapies, there is an added value to them in having any additional stem cells that were collected for the procedure to be cryopreserved and stored. These cells can potentially be used for future or additional cell-based treatments. We intend to develop medical services to ensure the most effective means of cell storage and intend to bank autologous stem cells at our laboratory and/or other facilities.

Technology

We intend to utilize our laboratory in connection with cellular research activities. We intend to seek to develop potential stem cell delivery systems or devices. The goal of these specialized devices is to deliver cells into specific areas of the body, control the rate, amount and types of cells used in a treatment, and populate these areas of the body with sufficient stem cells so that engraftment occurs.

We also intend to perform research to develop certain stem cell optimization compounds or "recipes" to enhance cellular growth and regeneration for the purpose of improving pre-treatment and post-treatment outcomes.

As our laboratory and treatment procedures evolve, we may also seek to develop proprietary diagnostic methods using cellular biomarkers as a source for determining the potential development of disease and to evaluate the efficacy of anti-aging therapeutics and other pharmaceuticals.

Our success will depend in large part on our ability to protect our proprietary technology. We intend to rely on a combination of patent, trade secret, copyright and trademark laws, as well as confidentiality agreements, licensing agreements and other agreements, to establish and protect our proprietary rights. Our success will also depend upon our ability to avoid infringing upon the proprietary rights of others, for if we are judicially determined to have infringed such rights, we may be required to pay damages, alter our services, products or processes, obtain licenses or cease certain activities.

Stem Cellutrition™

We have established Stem Cellutrition™, a stem cell-based cosmetic skincare company, to offer plant derived stem cell cosmetic products. We anticipate that Stem Pearls™ (our first branded product) will be an integral part of our cosmetic/aesthetic treatment program, as it is expected that it will be sold and used as part of the therapy programs developed by us. We also intend to offer the products directly to stores, through web-related sales or through cosmetic distributor companies to retail, spa, or other medical locations.

Stem Pearls™ has been formulated to provide a comprehensive personal skincare system that protects the longevity of essential cells. The line includes a plant stem cell serum, apple glycolic cleanser, apple amber scrub and a moisturizing treatment. The products are derived from the stem cells of a rare-variety 18th century Swiss apple known for its storability.

Physician Network

We have relationships with a number of leading medical practitioners in the field of cellular therapy. We intend to recruit medical practitioners to perform cellular therapy procedures at our centers. We also intend to utilize such practitioners to train local doctors to perform our therapies and to use our techniques and protocols, thereby enhancing the quality of our therapeutic care.

Competition

We will compete with many pharmaceutical, biotechnology, medical device and bio tools companies, as well as other private and public stem cell companies involved in the development and commercialization of cell-based medical technologies and therapies.

Regenerative medicine is rapidly progressing, in large part through the development of cell-based therapies or devices designed to isolate cells from human tissues. Most efforts involve cell sources, such as bone marrow, embryonic and fetal tissue, umbilical cord and peripheral blood and skeletal muscle.

Companies working in the area of regenerative medicine include, among others, Cytori Therapeutics, Osiris, Aastrom Biosciences, Aldagen, BioTime, Baxter International, Celgene, Geron, Harvest Technologies, Mesoblast, Regenexx, NeoStem, X-Cell Center, Stem Cells, Athersys, and Tissue Genesis. Companies working in the area of biological tools include, among others, Life Technologies, Asterand, Pacific Biosciences of California, and AllCells. Many of our competitors and potential competitors have substantially greater financial, technological, research and development, marketing and personnel resources than we do. We cannot with any accuracy forecast when or if these companies are likely to bring cell therapies to market for procedures that we are also pursuing.

Customers

Our treatment services are intended to be marketed to the general public via the Internet, and at trade shows to physicians and other health care professionals, skin care professionals and beauty product distributors. We intend to market our product portfolio for clinical applications and to research institutions and large pharmaceutical companies. Our Stem Pearls™ product line is intended to be sold via the Internet and to stores either directly or by way of distributors.

Governmental Regulation

U.S. Government Regulation

The health care industry is highly regulated in the United States. The federal government, through various departments and agencies, state and local governments, and private third-party accreditation organizations regulate and monitor the health care industry. The following is a general overview of the laws and regulations pertaining to our business.

Human cells, tissues, and cellular and tissue-based products ("HCT/Ps") Regulation

The U.S. Food and Drug Administration ("FDA") regulates the manufacture of human cells, tissues, and cellular and tissue-based products ("HCT/Ps") under the authority of the Public Health Safety Act ("PHSA") and exercises this authority pursuant to Title 21 of the Code of Federal Regulations. Part 1271 of Title 21 of the Code of Federal Regulations (21 C.F.R. § 1271) establishes a unified registration and listing system for establishments that manufacture HCT/Ps and requires donor eligibility determinations through donor screening and testing, current good tissue practices, and other procedures to prevent the introduction, transmission, and spread of communicable diseases.

The adult autologous (self-derived) stem cells that will be used in our cellular therapy, bio tools, and for biobanking may be defined as HCT/Ps under 21 C.F.R. § 1271. The lipo rejuvenation centers that are established in the United States may be subject to the requirements outlined in Part 1271 if the treatment centers engage in donor screening, donor testing, and collection of HCT/Ps for biobanking. Our laboratory in the United States that will process and store stem cells must satisfy the requirements of 21 C.F.R. § 1271. The regulatory requirements of 21 C.F.R. § 1271 include the following:

- registration and listing of HCT/Ps with the FDA;
- donor eligibility determinations, including donor screening and donor testing requirements;
- current good tissue practices, specifically including requirements for the facilities, environmental controls, equipment, supplies and reagents, recovery of HCT/Ps from the patient, processing, storage, labeling and document controls, and distribution and shipment of the HCT/Ps to the laboratory, storage, or other facility;
- tracking and traceability of HCT/Ps and equipment, supplies, and reagents used in the manufacture of HCT/Ps;
- adverse event reporting;
- FDA inspection;
- importation of HCT/Ps; and
- abiding by any FDA order of retention, recall, destruction, and cessation of manufacturing of HCT/Ps.

Non-reproductive HCT/Ps and non-peripheral blood stem/progenitor cells that are offered for import and regulated solely under section 361 of the PHSA must satisfy the requirements under 21 C.F.R. § 1271.420. Section 1271.420 requires that the importer of record of HCT/Ps offered for import must notify the appropriate FDA official prior to, or at the time of, importation and provide sufficient information for the FDA to make an admissibility decision. In addition, the importer must hold the HCT/P intact and under conditions necessary to prevent transmission of communicable disease until an admissibility decision is made by the FDA.

Current Good Manufacturing Practices and other FDA Regulations of Cellular Therapy Products

In addition to the regulations under 12 C.F.R. § 1271, the FDA requires additional requirements for those HCT/Ps in the United States that are regulated as drugs, medical devices, and/or biological products under section 351 of the PHSA and/or the Federal Food, Drug, and Cosmetic Act ("FDCA"). The additional regulatory requirements under the FDCA are current Good Manufacturing Practices ("cGMPs") for drug products, which are found in Parts 210 and 211; General Biological Product Standards for biological products, which are found in Part 610; and Quality System Regulation for medical devices, which are found in Part 820. These cGMPs and quality standards are designed to ensure the products that are processed at a facility that meets the FDA's applicable requirements for identity, strength, quality, sterility, purity, and safety.

Good Laboratory Practices

The FDA prescribes good laboratory practices ("GLPs") for conducting nonclinical laboratory studies that support applications for research or marketing permits for products regulated by the FDA under Part 58 of Title 21 of the Code of Federal Regulations. GLPs are intended to assure the quality and integrity of the safety data filed in research and marketing permits. GLPs provide requirements for organization, personnel, facilities, equipment, testing facilities operation, test and control articles, protocol for nonclinical laboratory study, records, reports, and disqualification by the FDA.

Promotion of Foreign-based Cellular Therapy Treatment—"Medical Tourism"

Initially, we intend to establish adult stem cell therapy facilities outside the United States and work with hospitals and physicians to make the stem cell-based therapies available for patients who travel outside the United States for treatment. "Medical tourism" is defined as the practice of traveling across international borders to obtain health care. We intend to market our treatment services on the Internet and at trade shows to physicians and other health care professionals, skin care professionals, and beauty product distributors.

The Federal Trade Commission ("FTC") has the authority to regulate and police advertising of medical treatments, procedures, and regimens in the United States under the Federal Trade Commission Act ("FTCA"). Under sections 5(a) and 12 of the FTCA (15 U.S.C. §§45(a) and 52), the FTC has regulatory authority to prevent unfair and deceptive practices and false advertising. Specifically, the FTC requires advertisers and promoters to have a reasonable basis to substantiate and support claims. The FTC has many enforcement powers, one of which is the power to order disgorgement by promoters deemed in violation of the FTCA of any profits made from the promoted business and can order injunctions from further violative promotion.

Medical Device Regulation

Newly developed medical devices must receive regulatory clearance or approval from the FDA and, in many instances, from non-U.S. and state governments prior to their sale. The FDA regulates the design/development process, clinical testing, manufacture, safety, labeling, sale, distribution, and promotion of medical devices and drugs under the Federal Food, Drug and Cosmetic Act. Included among these regulations are pre-market clearance and pre-market approval requirements, design control requirements and the Quality System Regulations/Good Manufacturing Practices. Other statutory and regulatory requirements govern, among other things, registration and inspection, medical device listing, prohibitions against misbranding and adulteration, labeling and post-market reporting.

The regulatory process can be lengthy, expensive and uncertain. Before any new medical device may be introduced to the U.S. market, the manufacturer generally must obtain FDA clearance or approval through either the 510(k) pre-market notification process or the lengthier pre-market approval, or PMA, application process. It generally takes three to 12 months from submission to obtain 510(k) pre-market clearance, although it may take longer. Approval of a PMA could take four or more years from the time the process is initiated. The 510(k) and PMA processes can be expensive, uncertain, and lengthy, and there is no guarantee of ultimate clearance or approval. Securing FDA clearances and approvals may require the submission of extensive clinical data and supporting information to the FDA, and there can be no guarantee of ultimate clearance or approval. Failure to comply with applicable requirements can result in application integrity proceedings, fines, recalls or seizures of products, injunctions, civil penalties, total or partial suspensions of production, withdrawals of existing product approvals or clearances, refusals to approve or clear new applications or notifications, and criminal prosecution.

Medical devices are also subject to post-market reporting requirements for deaths or serious injuries when the device may have caused or contributed to the death or serious injury, and for certain device malfunctions that would be likely to cause or contribute to a death or serious injury if the malfunction were to recur. If safety or effectiveness problems occur after the product reaches the market, the FDA may take steps to prevent or limit further marketing of the product. Additionally, the FDA actively enforces regulations prohibiting marketing and promotion of devices for indications or uses that have not been cleared or approved by the FDA. In addition, modifications or enhancements of products that could affect the safety or effectiveness or effect a major change in the intended use of a device that was either cleared through the 510(k) process or approved through the PMA process may require further FDA review through new 510(k) or PMA submissions.

Cosmetic and Skin Care Regulation

We have established Stem Cellutrition™, a stem cell-based cosmetic skincare company, to offer plant derived stem cell cosmetic products. The FDA has authority to regulate cosmetics marketed in the United States under the FDCA and the Fair Packaging and Labeling Act ("FPLA").

The FDCA prohibits the marketing of adulterated and misbranded cosmetics. Cosmetic products are adulterated when the product's composition violates the FDCA. The adulteration can be the result of ingredients, contaminants, processing, packaging, or shipping and handling violation. Under the FDCA, a cosmetic is adulterated if:

- it bears or contains any poisonous or deleterious substance that would make it injurious or unsafe for users under conditions of use provided on the label;
- it consists of any filthy, putrid, or decomposed substance;
- it has been prepared, packed, or held under insanitary conditions whereby it may have become contaminated or injurious to health; or
- its container is composed of any poisonous or deleterious substance that would make it injurious or unsafe for users.

A cosmetic is misbranded if it is improperly labeled or deceptively packaged. Under the FDCA, a cosmetic is misbranded if:

- its labeling is false or misleading;
- its label does not include all required information;
- the required information is not adequately prominent and conspicuous as required by the regulations;
- the container is so made, formed, or filled as to be misleading; or
- its packaging or labeling is in violation of other applicable regulations issued under the Poison Prevention Packaging Act of 1970.

In addition to the FDCA, under the authority of the FPLA, the FDA requires an ingredient declaration to enable consumers to make informed decisions. If the cosmetic fails to comply with FPLA, it is misbranded under the FDCA.

Cosmetic products and ingredients, with the exception of color additives, are not required to have FDA premarket approval. Manufacturers of cosmetics are also not required to register their establishments, file data on ingredients, or report cosmetic-related injuries to the FDA. Stem Cellutrition™, our cosmetic subsidiary, is responsible for substantiating the safety of the products and ingredients before marketing. The FDA may pursue enforcement action against violative products or against firms or individuals who violate the law. Specifically, the FDA can pursue action through the Department of Justice in the federal court system to remove the violative product from the market, obtain a restraining order to prevent further shipment of the product, and seize any violative product. The FDA may also initiate a criminal action against a person violating the law.

Some products are both cosmetics and drugs under the FDCA because the products meet the definitions of both cosmetics and drugs. Products that are both cosmetics and drugs because of ingredients or intended use must satisfy the regulatory requirements for both cosmetics and drugs. Drugs are subject to FDA approval, generally by receiving premarket approval by the FDA or conform to final regulations specifying conditions that must be met for a drug to be generally recognized as safe and effective.

Over-the-counter (“OTC”) drugs are non-prescription drugs, which must either be approved through the New Drug Application (“NDA”) process or comply with the appropriate OTC Monograph. An NDA is the process whereby a drug sponsor formally proposes that the FDA approve a new pharmaceutical for sale and marketing in the United States. The FDA will evaluate the new pharmaceutical for safety and effectiveness for its intended use and ensures that the benefits outweigh the risks. The OTC Monographs are rules that are published in the Federal Register and state requirements for some non-prescription drugs, such as what types of ingredients and intended uses may be used. In addition, OTC drug manufacturers must also register with the FDA, follow cGMPs pursuant to 21 C.F.R. Parts 210 and 211, and label the drug products in accordance with the applicable regulations, such as the “Drug Facts” labeling promulgated in 21 C.F.R. § 201.63.

State and Local Government Regulation

Some states and local governments regulate stem cell collection, processing, and administration facilities and require these facilities to obtain specific licenses. Our Florida laboratory will be required to comply with Florida law, including becoming licensed as a clinical laboratory and being subject to inspection. Some states, such as New York and Maryland, require licensure of out-of-state facilities that process cell, tissue and/or blood samples of residents of those states. We will obtain the applicable state licensures for our laboratory and treatment centers and comply with the current and any new licensing laws that become applicable in the future.

Federal Regulation of Clinical Laboratories

Congress passed the Clinical Laboratory Improvement Amendments ("CLIA") in 1988, which provided the Centers for Medicare and Medicaid Services ("CMS") authority over all laboratory testing, except research, that are performed on humans in the United States. The Division of Laboratory Services, within the Survey and Certification Group, under the Center for Medicaid and State Operations ("CMSO") has the responsibility for implementing the CLIA program.

The CLIA program is designed to establish quality laboratory testing by ensuring the accuracy, reliability, and timeliness of patient test results. Under CLIA, a laboratory is a facility that does laboratory testing on specimens derived from humans and used to provide information for the diagnosis, prevention, treatment of disease, or impairment of, or assessment of health. Laboratories that handle stem cells and other biologic matter are, therefore, included under the CLIA program. Under the CLIA program, laboratories must be certified by the government, satisfy governmental quality and personnel standards, undergo proficiency testing, be subject to inspections, and pay fees. The failure to comply with CLIA standards could result in suspension, revocation, or limitation of a laboratory's CLIA certificate. In addition, fines or criminal penalties could also be levied. To the extent that our business activities require CLIA certification, we intend to obtain and maintain such certification.

Health Insurance Portability and Accountability Act—Protection of Patient Health Information

The Health Insurance Portability and Accountability Act of 1996 ("HIPAA") included the *Administrative Simplification* provisions that require the Secretary of the Department of Health and Human Services ("HHS") to publicize standards for the electronic exchange, privacy, and security of health information. HHS published the *Standards for Privacy of Individually Identifiable Health Information* ("Privacy Rule") and the *Security Standards for the Protection of Electronic Protected Health Information* ("Security Rule") to protect the privacy and security of certain health information. The Privacy Rule addresses the use and disclosure of an individual's protected health information by covered entities and applies to health plans, health care clearinghouses, and any health care provider who transmits health information in electronic format. In addition to these entities, the Privacy Rule also applies to business associates and requires certain requirements to be placed in contracts between business associates and covered entities.

The Security Rule establishes a national security standard for protecting certain health information that is held or transferred in electronic form. The Security Rule implements the protections in the Privacy Rule by addressing the technical and non-technical safeguards that covered entities must put in place to secure individuals' electronic protected health information.

Companies failing to comply with the HIPAA standards may be subject to civil money penalties or criminal prosecution. To the extent that our business requires compliance with HIPAA, we intend to fully comply with all requirements.

Other Applicable U.S. Laws

In addition to the above-described regulation by United States federal and state government, the following are other federal and state laws and regulations that could directly or indirectly affect our ability to operate the business:

- state and local licensure, registration, and regulation of the development of pharmaceuticals and biologics;
- state and local licensure of medical professionals;
- state statutes and regulations related to the corporate practice of medicine;
- laws and regulations administered by U.S. Customs and Border Protection ("CBP") related to the importation of biological material into the United States;
- other laws and regulations administered by the U.S. Food and Drug Administration;
- other laws and regulations administered by the U. S. Department of Health and Human Services;
- state and local laws and regulations governing human subject research and clinical trials;
- the federal physician self-referral prohibition, also known as Stark Law, and any state equivalents to Stark Law;
- the Medicare and Medicaid Anti-Kickback Law and any state equivalent statutes and regulations;
- Federal and state coverage and reimbursement laws and regulations;

- state and local laws and regulations for the disposal and handling of medical waste and biohazardous material;
- Occupational Safety and Health ("OSHA") regulations and requirements; and
- the Intermediate Sanctions rules of the IRS providing for potential financial sanctions with respect to "Excess Benefit Transactions" with HUMC or other tax-exempt organizations.

Foreign Government Regulation

We will need to comply with the government regulations of each individual country in which our therapy centers are located and products are to be distributed and sold. These regulations vary in complexity and can be as stringent, and on occasion even more stringent, than FDA regulations in the United States. Due to the fact that there are new and emerging cell therapy and cell banking regulations that have recently been drafted and/or implemented in various countries around the world, the application and subsequent implementation of these new and emerging regulations have little to no precedence. Therefore, the level of complexity and stringency is not always precisely understood today for each country, creating greater uncertainty for the international regulatory process. Furthermore, government regulations can change with little to no notice and may result in up-regulation of our product(s), thereby creating a greater regulatory burden for our cell processing and cell banking technology products.

Employees

We currently have four employees. We believe that our employee relations are good.

Former Business Operations and Corporate Information

We were incorporated in Nevada on June 13, 1997 under the name "Columbia River Resources Inc." We changed our name to "Traxxec Inc." on August 11, 2008 and later changed our name to "Stem Cell Assurance, Inc." on June 29, 2009.

Upon our incorporation in June 1997, we engaged in the acquisition, exploration, and development of mining properties worldwide. We acquired and subsequently abandoned several mining properties in pursuit of other business opportunities. In November 2007, we acquired Medify Solutions Limited ("Medify"), a corporation incorporated in the United Kingdom that developed and provided mobile health applications and services. We intended to focus our efforts on Medify's business, but soon discovered that there was no market for such services. In February 2008, we acquired Traxxec Limited, a United Kingdom company that was formed to sell radio frequency enabled products and systems; in April 2009, we transferred Traxxec Limited back to its former stockholders. In April 2009, we acquired Stem Cell Assurance, LLC, a Florida limited liability company seeking to provide stem cell services to adults, which business has since been our focus.

Our executive offices are located at 555 Heritage Drive, Jupiter, Florida 33458, and our telephone number is (561) 904-6070.

Financing

Between November 2010 and March 2011, we raised $1,672,500 in debt financing. The promissory notes issued pursuant to the financing are payable three months from the respective dates of issuance; however, we have the right to extend the maturity dates of the notes for an additional three months. During the initial three month period of the notes, the rate of interest will be 10% per annum; during any extension period, the interest rate will be increased to 15% per annum. We have exercised our option to extend the maturity dates for an aggregate principal amount of $1,347,500 of such notes. In consideration for the debt financing, an aggregate of 33,450,000 restricted shares of common stock were issued to the lenders.

Item 1A. Risk Factors.

The risk factors listed in this section provide examples of risks, uncertainties and events that may cause our actual results to differ materially from the expectations we describe in our forward-looking statements. Readers should be aware that the occurrence of any of the events described in these risk factors could have a material adverse effect on our business, results of operations and financial condition. We undertake no obligation to update or revise publicly any forward-looking statements, whether as a result of new information, future events, or otherwise.

We have a very limited operating history; we have incurred substantial losses since inception; we expect to continue to incur losses for the near term; we have a substantial working capital deficiency and a stockholders' deficiency; the report of our independent registered public accounting firm contains an explanatory paragraph that expresses substantial doubt about our ability to continue as a going concern.

We have a very limited operating history. Since our inception in 1997, we have incurred net losses. As of December 31, 2010, we had a working capital deficiency of $997,778 and stockholders' deficiency of $744,222. The report of our independent registered public accounting firm with respect to our financial statements as of December 31, 2009 and 2010 and for the years then ended indicates that our financial statements have been prepared assuming that we will continue as a going concern. The report states that, since we are in the development stage, we have incurred net losses since inception and we need to raise additional funds to meet our obligations, there is substantial doubt about our ability to continue as a going concern. Our plans in regard to these matters are described in footnote 2 to our financial statements. Our financial statements do not include any adjustments that might result from the outcome of this uncertainty.

We will need to obtain additional financing to satisfy debt obligations and continue our operations.

As described in Item 1, between November 2010 and March 2011, we raised an aggregate of $1,672,500 in debt financing. Such debt, together with accrued interest, will become due and payable during 2011. Unless we obtain additional financing or the lenders agree to convert their debt into equity or extend the maturity dates of the debt, we will not be able to repay such debt. Even if we are able to satisfy our debt obligations, our cash balance and the revenues for the foreseeable future from our anticipated operations will not be sufficient to fund the development of our business plan. Accordingly, we will be required to raise capital from one or more sources. There is no guarantee that adequate funds will be available when needed from additional debt or equity financing, or from other sources, or on terms attractive to us. Our inability to obtain sufficient funds in the future would, at a minimum, require us to delay, scale back, or eliminate some or all of our contemplated activities, which could have a substantial negative effect on our results of operations and financial condition.

Our business strategy is high-risk.

We are focusing our resources and efforts primarily on the development of cellular-based services and products which will require extensive cash for research, development and commercialization activities. This is a high-risk strategy because there is no assurance that our services and products will ever become commercially viable (commercial risk), that we will prevent other companies from depriving us of market share and profit margins by offering services and products based on our inventions and developments (legal risk), that we will successfully manage a company in a new area of business, regenerative medicine, and on a different scale than we have operated in the past (operational risk), that we will be able to achieve the desired therapeutic results using stem and regenerative cells (scientific risk), or that our cash resources will be adequate to develop our services and products until we become profitable, if ever (financial risk). We are using our cash in one of the riskiest industries in the economy (strategic risk). This may make our stock an unsuitable investment for many investors.

We do not have any agreements or understandings in place with respect to the manufacture, distribution or sale of our contemplated biological tools products or otherwise with respect to the implementation of our business strategy.

We do not have any agreements or understandings in place with respect to the manufacture, distribution or sale of our contemplated biological tools products, the establishment of our biobanking business or otherwise with respect to the implementation of our business strategy. No assurances can be given that we will be able to enter into any necessary agreements with respect to the development of our business. Our inability to enter into any such agreements would have a material adverse effect on our results of operations and financial condition.

We do not have any agreements, understandings or governmental approvals in place with respect to the establishment of treatment facilities.

Due to regulatory restrictions in the United States, we intend to focus our initial efforts on the establishment of stem cell therapy facilities outside the United States. We do not have any agreements, understandings or governmental approvals in place with respect to the establishment of any such facilities in any country. No assurances can be given that we will be able to obtain any required approvals, or enter into necessary agreements, for the establishment and operation of therapy centers.

We depend on our executive officers and on our ability to attract and retain additional qualified personnel. A pending action against our Vice President of Research and Development may limit our ability to utilize fully his capabilities.

Our performance is substantially dependent on the performance of Mark Weinreb, our Chief Executive Officer. We rely upon him for strategic business decisions and guidance. Mr. Weinreb is subject to an employment agreement with us that is scheduled to expire in October 2013. We are also dependent on the performance of Francisco Silva, our Vice President of Research and Development, in establishing and developing our laboratory business. Mr. Silva is also subject to an employment agreement with us. In April 2011, Mr. Silva's former employer (of which Mr. Silva is a member) obtained a temporary restraining order against Mr. Silva. Such order restrains and enjoins Mr. Silva and all persons acting in concert or participating with him from, among other things, using or disclosing any of his former employer's confidential information or trade secrets, or violating certain provisions of the operating agreement of his former employer that provide, among other things, that Mr. Silva shall not, while he is a member of his former employer and for a period of two years thereafter, engage in, or have any interest in, any entity that engages in the business of stem cell research tools and therapeutic applications or otherwise in a business that competes with his former employer's business in the geographic area in which his former employer conducts business. We are not a party to the action. A hearing on the matter was held on May 10, 2011. We have been advised by Mr. Silva and his counsel that the enforceability of the noncompetition provision has been and will be challenged. The court has not yet further ruled on the injunctive relief sought by the former employer and, pending resolution of this matter, Mr. Silva's ability to provide services to us may be limited. We believe that our future success in developing marketable services and products and achieving a competitive position will depend in large part upon whether we can attract and retain additional qualified management and scientific personnel. Competition for such personnel is intense, and there can be no assurance that we will be able to attract and retain such personnel. The loss of the services of Mr. Weinreb and/or Mr. Silva (or, in the case of Mr. Silva, any significant limitation on his ability to provide services to us) or the inability to attract and retain additional personnel and develop expertise as needed would have a substantial negative effect on our results of operations and financial condition. In addition, if we are named as a defendant in the action against Mr. Silva, we may incur substantial costs and our efforts and attention to the development of our business could be diverted.

We may not be able to protect our proprietary rights.

Our commercial success will depend in large part upon our ability to protect our proprietary rights. There is no assurance, for example, that any patents issued to us will not become the subject of a re-examination, will provide us with competitive advantages, will not be challenged by any third parties, or that the patents of others will not prevent the commercialization of services and products incorporating our technology. Furthermore, there can be no guarantee that others will not independently develop similar services and products, duplicate any of our services and products, or design around our patents.

Our commercial success will also depend upon our ability to avoid infringing patents issued to others. If we were judicially determined to be infringing on any third-party patent, we could be required to pay damages, alter our services, products or processes, obtain licenses, or cease certain activities. If we are required in the future to obtain any licenses from third parties for some of our services and/or products, there can be no guarantee that we would be able to do so on commercially favorable terms, if at all. U.S. patent applications are not immediately made public, so we might be surprised by the grant to someone else of a patent on a technology we are actively using.

Litigation, which would result in substantial costs to us and the diversion of effort on our part, may be necessary to enforce or confirm the ownership of any patents issued or licensed to us, or to determine the scope and validity of third-party proprietary rights. If our competitors claim technology also claimed by us and prepare and file patent applications in the United States, we may have to participate in interference proceedings declared by the U.S. Patent and Trademark Office or a foreign patent office to determine priority of invention, which could result in substantial costs to and diversion of effort, even if the eventual outcome is favorable to us. Any such litigation or interference proceeding, regardless of outcome, could be expensive and time-consuming.

Successful challenges to our patents through oppositions, re-examination proceedings or interference proceedings could result in a loss of patent rights in the relevant jurisdiction. If we are unsuccessful in actions we bring against the patents of other parties, and it is determined that we infringe upon the patents of third-parties, we may be subject to litigation, or otherwise prevented from commercializing potential services and/or products in the relevant jurisdiction, or may be required to obtain licenses to those patents or develop or obtain alternative technologies, any of which could harm our business. Furthermore, if such challenges to our patent rights are not resolved in our favor, we could be delayed or prevented from entering into new collaborations or from commercializing certain services and/or products, which could adversely affect our business and results of operations.

Furthermore, because of the substantial amount of discovery required in connection with intellectual property litigation, there is a risk that some of our confidential or sensitive information could be compromised by disclosure in the event of litigation. In addition, during the course of litigation there could be public announcements of the results of hearings, motions or other interim proceedings or developments. If securities analysts or investors perceive these results to be negative, it could have a substantial adverse effect on the price of our common stock.

In addition to patents, we intend to also rely on unpatented trade secrets and proprietary technological expertise. Some of our intended future cell-related therapeutic services and/or products may fit into this category. We intend to rely, in part, on confidentiality agreements with our partners, employees, advisors, vendors, and consultants to protect our trade secrets and proprietary technological expertise. There can be no guarantee that these agreements will not be breached, or that we will have adequate remedies for any breach, or that our unpatented trade secrets and proprietary technological expertise will not otherwise become known or be independently discovered by competitors.

Failure to obtain or maintain patent protection, failure to protect trade secrets, third-party claims against our patents, trade secrets, or proprietary rights or our involvement in disputes over our patents, trade secrets, or proprietary rights, including involvement in litigation, could divert our efforts and attention from other aspects of our business and have a substantial negative effect on our results of operations and financial condition.

We may not be able to protect our intellectual property in countries outside of the United States.

Intellectual property law outside the United States is uncertain and, in many countries, is currently undergoing review and revisions. The laws of some countries do not protect our patent and other intellectual property rights to the same extent as United States laws. Third parties may attempt to oppose the issuance of patents to us in foreign countries by initiating opposition proceedings. Opposition proceedings against any of our patent filings in a foreign country could have an adverse effect on our corresponding patents that are issued or pending in the United States. It may be necessary or useful for us to participate in proceedings to determine the validity of our patents or our competitors' patents that have been issued in countries other than the U.S. This could result in substantial costs, divert our efforts and attention from other aspects of our business, and could have a material adverse effect on our results of operations and financial condition.

We operate in a highly-regulated environment and may be unable to comply with applicable federal regulations, registrations and approvals. Failure to comply with applicable licensure, registration, and approval standards may result in a loss of licensure, registration, and approval or other government enforcement actions.

The FDA requires facilities that are engaged in the recovery, processing, storage, labeling, packaging, or distribution of human cells, tissues, cellular and tissue-based products ("HCT/Ps") or in the screening or testing of donors of HCT/Ps to register and list the HCT/Ps that it manufactures, comply with current Good Tissue Practices ("cGTPs"), and other procedures to prevent the introduction, transmission, and spread of communicable diseases. Our Florida-based laboratory, biobanking facility, and any treatment centers we open in the United States may be required to comply with the HCT/P regulations. In addition, any third party retained by us that engages in the manufacture of an HCT/P on our behalf must also comply with the HCT/P regulations. If we or our third-party contractors fail to register, update registration information, or comply with any HCT/P regulation, we will be out of compliance with FDA regulations, which could adversely affect our business. Furthermore, adverse events in the field of stem cell therapy may result in greater governmental regulation, which could create increased expenses, potential delays, or otherwise affect our business.

The FDA also regulates HCT/Ps that are also regulated as drugs, medical devices, and/or biological products in the United States. These products must also comply with the applicable current Good Manufacturing Practices (for drug products), Quality System Regulations (for medical devices), or General Biological Product Standards (for biological products) as set forth in Title 21 of the Code of Federal Regulations. These regulations govern the manufacture, processing, packaging, and holding of the products and include quality control, quality assurance, and maintenance of records and documentation. The FDA conducts inspections to enforce the compliance of these regulations. We and any third-party contractor that manufactures these products on our behalf must comply with the applicable regulations. If we or any third party retained by us that engages in the manufacture of a drug, medical device, or biological product on our behalf fails to comply with the applicable regulations, we will be out of compliance with FDA regulations, which could adversely affect our business.

In addition, the FDA regulates and prescribes good laboratory practices ("GLPs") for conducting nonclinical laboratory studies that support applications for research or marketing permits for products regulated by the FDA. GLPs provide requirements for organization, personnel, facilities, equipment, testing, facilities operation, test and control articles, protocol for nonclinical laboratory study, records, reports, and disqualification by the FDA to ensure the quality and integrity of the safety data filed in research and marketing permits. Failure to comply with the GLPs could adversely affect our business.

Newly developed medical devices must receive regulatory clearance or approval from the FDA and, in many instances, from non-U.S. and state government, prior to their sale. The FDA regulates the design/development process, clinical testing, manufacture, safety, labeling, sale, distribution, and promotion of medical devices and drugs under the Federal Food, Drug and Cosmetic Act ("FDCA"). Included among these regulations are pre-market clearance and pre-market approval requirements, design control requirements, and the Quality System Regulations/Good Manufacturing Practices. Other statutory and regulatory requirements govern, among other things, establishment registration and inspection, medical device listing, prohibitions against misbranding and adulteration, labeling and post-market reporting.

The regulatory process can be lengthy, expensive, and uncertain. Before any new medical device may be introduced to the U.S. market, the manufacturer generally must obtain FDA clearance or approval through either the 510(k) pre-market notification process or the lengthier pre-market approval, or PMA, application process. It generally takes three to 12 months from submission to obtain 510(k) pre-market clearance, although it may take longer. Approval of a PMA could take four or more years from the time the process is initiated. The 510(k) and PMA processes can be expensive, uncertain, and lengthy, and there is no guarantee of ultimate clearance or approval. Securing FDA clearances and approvals may require the submission of extensive clinical data and supporting information to the FDA, and there can be no guarantee of ultimate clearance or approval. Failure to comply with applicable requirements can result in application integrity proceedings, fines, recalls or seizures of products, injunctions, civil penalties, total or partial suspensions of production, withdrawals of existing product approvals or clearances, refusals to approve or clear new applications or notifications, and criminal prosecution.

Medical devices are also subject to post-market reporting requirements for deaths or serious injuries when the device may have caused or contributed to the death or serious injury, and for certain device malfunctions that would be likely to cause or contribute to a death or serious injury if the malfunction were to recur. If safety or effectiveness problems occur after our services and/or products reach the market, the FDA may take steps to prevent or limit further marketing of the services and/or products. Additionally, the FDA actively enforces regulations prohibiting marketing and promotion of devices for indications or uses that have not been cleared or approved by the FDA.

Delays in receipt of or failure to receive necessary clearances or approvals, the loss of previously received clearances or approvals, or failure to comply with existing or future regulatory requirements could have a substantial negative effect on our results of operations and financial condition.

The FDA also regulates cosmetic products. Our Stem Cellutrition™ cosmetic skincare company must comply with FDA regulations for cosmetic products. The FDA prohibits the marketing of adulterated and misbranded cosmetics. Some products are both cosmetics and drugs under the FDCA. These products must satisfy the regulatory requirements of both drugs and cosmetics. Failure to comply with the appropriate regulations could result in a restraining order, seizure, or criminal action, which could have an adverse effect on our business.

The Federal Trade Commission ("FTC") regulates and polices advertising in the United States of medical treatments, procedures, and regimens that take place inside and outside of the United States. FTC regulations are designed to prevent unfair and deceptive practices and false advertising. The FTC requires advertisers and promoters to have a reasonable basis to substantiate and support claims. Failure to sufficiently substantiate and support claims can lead to enforcement action by the FTC, such as a disgorgement order of any profits made from the promoted business or an injunction from further violative promotion. Such enforcement actions could have an adverse effect on our business.

State and local governments impose additional licensing and other requirements for clinical laboratories and facilities that collect, process, and administer stem cells. Our laboratory and any future treatment facilities that we operate in the United States must comply with these additional licensing and other requirements. The licensing regulations require personnel with specific education, experience, training, and other credentials. There can be no assurance that these individuals can be retained or will remain retained or that the cost of retaining such individuals will not materially and adversely affect our ability to operate our business profitably. There can be no assurance that we can obtain the necessary licensure required to conduct business in any state or that the cost of compliance will not adversely affect our ability to operate our business profitably.

The Centers for Medicare and Medicaid Services ("CMS") have authority to implement the Clinical Laboratories Improvement Amendments ("CLIA") program. When we begin operations in the United States, we will need to comply with the CLIA program standards. CLIA is designed to establish quality laboratory testing by ensuring the accuracy, reliability, and timeliness of patient test results. Laboratories that handle stem cells and other biologic matter are included under the CLIA program. Under the CLIA program, laboratories must be certified by the government, satisfy governmental quality and personnel standards, undergo proficiency testing, be subject to inspections, and pay fees. The failure to comply with CLIA standards could result in suspension, revocation, or limitation of a laboratory's CLIA certificate. In addition, fines or criminal penalties could also be levied. To the extent that our business activities require CLIA certification, we intend to obtain and maintain such certification. There is no guarantee that we will be able to gain CLIA certification. Failure to gain CLIA certification or comply with the CLIA requirements will adversely affect our business.

There are federal and state laws that govern the protection and security of patients' personal health information and data. The Health Insurance Portability and Accountability Act of 1996 ("HIPAA") provides federal standards for privacy and security of patients' personal health information. Once we begin operations in the United States, we will be obligated to comply with HIPAA and state privacy and security standards. As HIPAA is amended and changed, we will incur additional compliance burdens. We may be required to spend substantial time and money to ensure compliance with ever-changing federal and state standards as electronic and other means of transmitting protected health information evolve. Failure to comply with HIPAA standards may subject us to civil money penalties or criminal prosecution. To the extent that our business requires compliance with HIPAA, we intend to fully comply with all requirements.

In addition to the above-described regulation by United States federal and state government, the following are other federal and state laws and regulations that could directly or indirectly affect our ability to operate the business:

- state and local licensure, registration, and regulation of the development of pharmaceuticals and biologics;
- state and local licensure of medical professionals;
- state statutes and regulations related to the corporate practice of medicine;
- laws and regulations administered by U.S. Customs and Border Protection ("CBP") related to the importation of biological material into the United States;
- other laws and regulations administered by the U.S. Food and Drug Administration;
- other laws and regulations administered by the U. S. Department of Health and Human Services;
- state and local laws and regulations governing human subject research and clinical trials;
- the federal physician self-referral prohibition, also known as Stark Law, and any state equivalents to Stark Law;
- the Medicare and Medicaid Anti-Kickback Law and any state equivalent statutes and regulations;
- Federal and state coverage and reimbursement laws and regulations;
- state and local laws and regulations for the disposal and handling of medical waste and biohazardous material;
- Occupational Safety and Health ("OSHA") regulations and requirements; and

- the Intermediate Sanctions rules of the IRS providing for potential financial sanctions with respect to "Excess Benefit Transactions" with HUMC or other tax-exempt organizations.

We intend to begin our initial operations in foreign jurisdictions. We will need to comply with the government regulations of each individual country in which our therapy centers are located and products are to be distributed and sold. These regulations vary in complexity and can be as stringent, and on occasion even more stringent, than FDA regulations in the United States. Due to the fact that there are new and emerging cell therapy and cell banking regulations that have recently been drafted and/or implemented in various countries around the world, the application and subsequent implementation of these new and emerging regulations have little to no precedence. Therefore, the level of complexity and stringency is not always precisely understood today for each country, creating greater uncertainty for the international regulatory process. Furthermore, government regulations can change with little to no notice and may result in up-regulation of our product(s), thereby creating a greater regulatory burden for our cell processing and cell banking technology products. We have not yet thoroughly explored the applicable laws and regulations that we will need to comply with in foreign jurisdictions. It is possible that we may not be permitted to expand our business into one or more foreign jurisdictions.

We intend to conduct our business in full compliance with all applicable federal, state and local, and foreign laws and regulations. However, the laws and regulations affecting our business are complex and often are not contemplated by existing legal régimes. As a result, the laws and regulations affecting our business are uncertain and have not been the subject of judicial or regulatory interpretation. Furthermore, stem cells and cell therapy are topics of interest in the government and public arenas. There can be no guarantee that laws and regulations will not be implemented, amended and/or reinterpreted in a way that will negatively affect our business.

To operate and sell in international markets carries great risk.

We intend to market our services and products both domestically and in foreign markets. A number of risks are inherent in international transactions. In order for us to service and market our products in non-U.S. jurisdictions, we need to obtain and maintain required regulatory approvals or clearances and must comply with extensive regulations regarding safety, manufacturing processes and quality. These regulations, including the requirements for approvals or clearances to market, may differ from the FDA regulatory scheme. International operations and sales also may be limited or disrupted by political instability, price controls, trade restrictions and changes in tariffs. Additionally, fluctuations in currency exchange rates may adversely affect demand for our services and products by increasing the price of our services and products in the currency of the countries in which the services and products are offered.

There can be no assurance that we will obtain regulatory approvals or clearances in all of the countries where we intend to market our services and products, or that we will not incur significant costs in obtaining or maintaining foreign regulatory approvals or clearances, or that we will be able to successfully commercialize our services and products in various foreign markets. Delays in receipt of approvals or clearances to market our services and products in foreign countries, failure to receive such approvals or clearances or the future loss of previously received approvals or clearances could have a substantial negative effect on our results of operations and financial condition.

Changing, new and/or emerging government regulations may adversely affect our business.

Government regulations can change without notice. Due to the fact that there are new and emerging cell therapy and cell banking regulations that have recently been drafted and/or implemented in various countries around the world, the application and subsequent implementation of these new and emerging regulations have little to no precedence. Therefore, the level of complexity and stringency is not known and may vary from country to country, creating greater uncertainty for the international regulatory process.

Anticipated or unanticipated changes in the way or manner in which the FDA regulates services and products or classes/groups of services and products can delay, further burden, or alleviate regulatory pathways that were once available to other services and products. There are no guarantees that such changes in FDA's approach to the regulatory process will not deleteriously affect our contemplated operations.

Despite our anticipation that the majority of our cellular-based procedures will be private-pay, our inability to obtain reimbursement for our therapies from private and governmental insurers could negatively impact demand for our services.

Successful sales of health care services and products generally depends, in part, upon the availability and amounts of reimbursement from third party healthcare payor organizations, including government agencies, private healthcare insurers and other healthcare payors, such as health maintenance organizations and self-insured employee plans. Uncertainty exists as to the availability of reimbursement for such new therapies as stem cell-based therapies. There can be no assurance that such reimbursement will be available in the future at all or without substantial delay or, if such reimbursement is provided, that the approved reimbursement amounts will be sufficient to support demand for our services and products at a level that will be profitable.

If safety problems are encountered by us or others developing new stem cell-based therapies, our stem cell initiatives could be materially and adversely affected.

The use of stem cells for therapeutic indications is still in the very early stages of development. If an adverse event occurs during clinical trials related to one of our proposed services and/or products or those of others, the FDA and other regulatory authorities may halt clinical trials or require additional studies. The occurrence of any of these events would delay, and increase the cost of, our development efforts and may render the commercialization of our proposed services and/or products impractical or impossible.

Ethical and other concerns surrounding the use of stem cell therapy may negatively impact the public perception of our stem cell services, thereby suppressing demand for our services.

Although our contemplated stem cell business pertains to adult stem cells only, and does not involve the more controversial use of embryonic stem cells, the use of adult human stem cells for therapy could give rise to similar ethical, legal and social issues as those associated with embryonic stem cells, which could adversely affect its acceptance by consumers and medical practitioners. Additionally, it is possible that our business could be negatively impacted by any stigma associated with the use of embryonic stem cells if the public fails to appreciate the distinction between adult and embryonic stem cells. Delays in achieving public acceptance may materially and adversely affect the results of our operations and profitability.

We are vulnerable to competition and technological change, and also to physicians' inertia.

We will compete with many domestic and foreign companies in developing our technology and products, including biotechnology, medical device and pharmaceutical companies. Many current and potential competitors have substantially greater financial, technological, research and development, marketing, and personnel resources. There is no assurance that our competitors will not succeed in developing alternative services and/or products that are more effective, easier to use, or more economical than those which we may develop, or that would render our services and/or products obsolete and non-competitive. In general, we may not be able to prevent others from developing and marketing competitive services and/or products similar to ours or which perform similar functions or which are marketed before ours.

Competitors may have greater experience in developing therapies or devices, conducting clinical trials, obtaining regulatory clearances or approvals, manufacturing and commercialization. It is possible that competitors may obtain patent protection, approval, or clearance from the FDA or achieve commercialization earlier than we can, any of which could have a substantial negative effect on our business.

We will compete against cell-based therapies derived from alternate sources, such as bone marrow, umbilical cord blood and potentially embryos. Doctors historically are slow to adopt new technologies like ours, whatever the merits, when older technologies continue to be supported by established providers. Overcoming such inertia often requires very significant marketing expenditures or definitive product performance and/or pricing superiority.

We expect that physicians' inertia and skepticism will also be a significant barrier as we attempt to gain market penetration with our future services and products. We may need to finance lengthy time-consuming clinical studies (so as to provide convincing evidence of the medical benefit) in order to overcome this inertia and skepticism particularly in reconstructive surgery, cell preservation, the cardiovascular area and many other indications.

Most potential applications of our technology are pre-commercialization, which subjects us to development and marketing risks.

We are in an early stage on the path to commercialization with many of our services and products. We believe that our long-term viability and growth will depend in large part on our ability to develop commercial quality cell processing devices and useful procedure-specific consumables, and to establish the safety and efficacy of our therapies through clinical trials and studies. There is no assurance that our development programs will be successfully completed or that required regulatory clearances or approvals will be obtained on a timely basis, if at all.

Successful development and market acceptance of our services and products will be subject to developmental risks, including failure of inventive imagination, ineffectiveness, lack of safety, unreliability, failure to receive necessary regulatory clearances or approvals, high commercial cost, preclusion or obsolescence resulting from third parties' proprietary rights or superior or equivalent services and products, competition from copycat services and products, and general economic conditions affecting purchasing patterns. There is no assurance that we will successfully develop and commercialize our services and products, or that our competitors will not develop competing technologies that are less expensive or superior. Failure to successfully develop and market our services and products would have a substantial negative effect on our results of operations and financial condition.

Future clinical trial results may differ significantly from our expectations.

In the event that we undertake clinical trials, we cannot guarantee that we will not experience negative results. Poor results in our clinical trials could result in substantial delays in commercialization, substantial negative effects on the perception of our services and products, and substantial additional costs. These risks may be increased by our reliance on third parties in the performance of many of the clinical trial functions, including clinical investigators, hospitals, and other third party service providers.

Continued turmoil in the economy could harm our business.

Negative trends in the general economy, including, but not limited to, trends resulting from an actual or perceived recession, tightening credit markets, increased cost of commodities, actual or threatened military action by the United States and threats of terrorist attacks in the United States and abroad, could cause a reduction of investment in and available funding for companies in certain industries, including ours. Our ability to raise capital has been and may in the future be adversely affected by downturns in current credit conditions, financial markets and the global economy.

We may not have enough product liability insurance.

The testing, manufacturing, marketing, and sale of our regenerative cell services and products will involve an inherent risk that product liability claims will be asserted against us, our distribution partners, or licensees. There can be no guarantee that our clinical trial and commercial product liability insurance will be adequate or will continue to be available in sufficient amounts or at an acceptable cost, if at all. A product liability claim, product recall, or other claim, as well as any claims for uninsured liabilities or in excess of insured liabilities, could have a substantial negative effect on our results of operations and financial condition. Also, well-publicized claims could cause our stock to fall sharply, even before the merits of the claims are decided by a court.

We have identified certain material weaknesses in the design or operation of internal control over financial reporting which could affect the ability of investors to rely on our financial statements.

We have identified certain material weaknesses in the design or operation of internal control over financial reporting which could adversely affect our ability to record, process, summarize, and report financial data. The material weaknesses relate to our failure to maintain a fully integrated financial consolidation and reporting system throughout the years ended December 31, 2009 and 2010, our inability to properly apply highly specialized accounting principles to, and adequately disclose, complex transactions and our limited segregation of duties. We did not maintain a fully integrated financial consolidation and reporting system throughout the years ended December 31, 2009 and 2010 and, as a result, extensive manual analysis, reconciliation and adjustments were required in order to produce financial statements for external reporting purposes. We lack adequately trained accounting personnel with appropriate United States generally accepted accounting principles (US GAAP) expertise for complex transactions. We do not currently have a sufficient complement of technical accounting and external reporting personnel commensurate to support standalone external financial reporting requirements. Specifically, we did not effectively segregate certain accounting duties due to the small size of our accounting staff or maintain a sufficient number of adequately trained personnel necessary to anticipate and identify risks critical to financial reporting and the closing process. In addition, there were inadequate reviews and approvals by our personnel of certain reconciliations and other processes in day-to-day operations due to the lack of a full complement of accounting staff. Subsequent to December 31, 2010, we engaged an outside consultant to assist in the financial function, which has increased the resources devoted to performing certain procedures. Notwithstanding the foregoing weaknesses, we believe that our audited financial statements as of December 31, 2009 and 2010 and for the years then ended fairly present, in all material respects, our financial condition as of such dates and our results of operations for such years.

We pay no dividends.

We have never paid cash dividends in the past, and currently do not intend to pay any cash dividends in the foreseeable future.

There is, at present, only a limited market for our common stock and there is no assurance that an active trading market for our common stock will develop.

Although our common stock is quoted on the OTC Pink Sheets from time to time, and we intend to have our common stock quoted on the OTCQB or the OTC Bulletin Board, the market for our common stock is extremely limited. In addition, although there have been market makers in our securities on the OTC Pink Sheets, we cannot assure that these market makers will continue to make a market in our securities or that other factors outside of our control will not cause them to stop market making in our securities. Making a market in securities involves maintaining bid and ask quotations and being able to effect transactions in reasonable quantities at those quoted prices, subject to various securities laws and other regulatory requirements. Furthermore, the development and maintenance of a public trading market depends upon the existence of willing buyers and sellers, the presence of which is not within our control or that of any market maker. Market makers are not required to maintain a continuous two-sided market, are required to honor firm quotations for only a limited number of shares, and are free to withdraw firm quotations at any time. Even with a market maker, factors such as our past losses from operations and the small size of our company mean that there can be no assurance of an active and liquid market for our securities developing in the foreseeable future. Even if a market develops, we cannot assure that a market will continue, or that shareholders will be able to resell their securities at any price.

Since our common stock is classified as "penny stock," the restrictions of the SEC's penny stock regulations may result in less liquidity for our common stock.

The SEC has adopted regulations which define a "penny stock" to be any equity security that has a market price (as therein defined) of less than $5.00 per share or an exercise price of less than $5.00 per share, subject to certain exceptions. For any transactions involving a penny stock, unless exempt, the rules require the delivery, prior to any transaction involving a penny stock by a retail customer, of a disclosure schedule prepared by the SEC relating to the penny stock market. Disclosure is also required to be made about commissions payable to both the broker/dealer and the registered representative and current quotations for the securities. Finally, monthly statements are required to be sent disclosing recent price information for the penny stock held in the account and information on the limited market in penny stocks. Because the market price for shares of our common stock is less than $5.00, and we do not satisfy any of the exceptions to the SEC's definition of penny stock, our common stock is classified as a penny stock. As a result of the penny stock restrictions, brokers or potential investors may be reluctant to trade in our securities, which may result in less liquidity for our common stock.

Item 2. Financial Information.

Selected Financial Data

Not applicable.

Management's Discussion and Analysis of Financial Condition and Results of Operations

The following discussion of results of operations and financial condition is based upon, and should be read in conjunction with, our consolidated financial statements and accompanying notes thereto, included elsewhere in this Registration Statement following Item 15. This discussion contains forward-looking statements. Actual results could differ materially from the results discussed in the forward-looking statements. Reference is made to "Forward-Looking Statements" and "Risk Factors" for a discussion of some of the uncertainties, risks and assumptions associated with these statements.

Overview

Our goal is to become a medical center of excellence using cell and tissue regenerative therapy protocols, primarily involving a patient's own (autologous) adult stem cells (non-embryonic) allowing patients to undergo cellular-based treatments. As more and more cellular therapies become standard of care, we intend to focus on the unity of medical and scientific explanations for future clinical procedures and outcomes and the provision of adult stem cells for future personal medical applications.

We intend to enter into the biological tool market by developing a product portfolio targeted to meet the demands of the large pharmaceutical companies' drug discovery and development platforms. We currently are developing an infrastructure to establish a laboratory capable of producing a wide range of biological tools.

We are a development stage enterprise. Our primary activities in the stem cell area have been the development of our business plan, negotiating strategic alliances and other agreements and raising capital. We have not commenced our principal operations, nor have we generated any revenues.

Since inception, we have incurred substantial losses. As at December 31, 2010 and 2009, our accumulated deficit was $3,450,561 and $1,186,762, respectively, our stockholders' deficiency was $744,222 and $51,087, respectively, and our working capital deficiency was $997,778 and $145,038, respectively. We have not yet generated revenues and our losses have principally been operating expenses incurred in development, marketing and promotional activities in order to commercialize our products and services. We expect to continue to incur substantial costs for development, marketing and promotional activities over at least the next year.

Based upon our working capital deficiency as of December 31, 2010 and the lack of any revenues, we require equity and/or debt financing to continue our operations. Subsequent to December 31, 2010 and during the three months ended March 31, 2011, we received aggregate debt financing of $1,437,500. As a result, we expect that the cash we have available will fund our operations only through July 2011 (at which time a substantial portion of our debt obligations will become due). We are currently considering several different financing alternatives to support our operations thereafter. If we are unable to obtain such additional financing on a timely basis and, notwithstanding any request we may make, our debt holders do not agree to convert their notes into equity or extend the maturity dates of their notes, we may have to curtail our development, marketing and promotions activities, which would have a material adverse effect on our business, financial condition and results of operations, and ultimately we could be forced to discontinue our operations and liquidate. See "Liquidity and Capital Resources" below.

Consolidated Results of Operations

The following table presents selected items in our consolidated statements of operations for the years ended December 31, 2010 and 2009, respectively.

	December 31,	
	2010	2009
Operating Expenses:		
Marketing and promotion	$ 124,850	$ 79,272
Payroll and benefits	918,574	-
Consulting expenses	523,749	856,285
General and administrative	490,544	228,274
Research and development	11,620	-
Operating loss	(2,069,337)	(1,163,831)
Other income	11,432	25
Interest expense	(205,894)	(33,320)
Net loss	$ (2,263,799)	$ (1,197,126)

Year Ended December 31, 2010 compared with Year Ended December 31, 2009

Marketing and promotion expenses

Marketing and promotion expenses include advertising and promotion, marketing and seminars, meals, and entertainment and travel expenses. For the year ended December 31, 2010, marketing and promotion expenses increased by $45,578, or 57%, as compared to the year ended December 31, 2009. The increase resulted primarily from an increase in advertising expenses ($50,908) and an increase in seminar expenses ($50,306), which arose due to an increase in promotional activities in conjunction with the commercialization of our products and services, offset by a decrease in promotion and marketing expenses ($55,636). We formulated our marketing program at the same time we received adequate funding in the fourth quarter of 2009.

We expect that marketing and promotion expenses will continue to increase in the future as we increase our marketing activities following full commercialization of our products and services.

Payroll and benefits

Payroll and benefits consist primarily of salaries and stock-based compensation to employees. For the year ended December 31, 2010, payroll and benefits amounted to $918,574 primarily due to stock-based compensation to employees of $583,685 and increased personnel costs to senior management. We did not have any employees during the year ended December 31, 2009.

Consulting expenses

Consulting expenses consist of consulting fees and stock-based compensation to consultants. For the year ended December 31, 2010, consulting expenses decreased $332,536, or 39%, compared to the year ended December 31, 2009. The decrease resulted primarily from the increased use by us of employees rather than consultants during 2010.

General and administrative expenses

General and administrative expenses consist primarily of corporate support expenses such as legal and professional fees, investor relations and telecommunications expenses. For the year ended December 31, 2010, general and administrative expenses increased $262,270, or 115%, as compared to the year ended December 31, 2009. The increase resulted primarily from an increase in professional fees and other expenses of approximately $140,000.

We expect that our general and administrative expenses will continue to increase as we expand our staff, develop our infrastructure and incur additional costs to support the growth in our business.

Research and development expenses

Research and development expenses consist primarily of costs incurred in the development of our process and equipment to extract adult stem cells from adipose tissue and the implantation of those cells and tissue for cosmetic therapies. Research and development expenses are expensed as they are incurred. For the year ended December 31, 2010, research and development expenses amounted to $11,620. No research and development expenses were incurred for the year ended December 31, 2009.

We believe that a substantial investment in research and development is essential in the long term to remain competitive. Accordingly, we expect our research and development expenses to increase as we grow.

Other income

Other income represents primarily income from the sale of our sample cosmetic products for testing purposes at trade shows. For the year ended December 31, 2010, other income increased by $11,407, or 45,626%, as compared to the year ended December 31, 2009. The increase resulted primarily from the fact that there were no trade shows in 2009 and therefore virtually no sales of our sample cosmetic products in that period.

Interest expense

For the year ended December 31, 2010, interest expense increased $172,574, or 518%, as compared to the year ended December 31, 2009. The increase was mostly due to an increase in short-term borrowings and increase in amortization of debt discount, classified as interest expense in 2010.

Liquidity and Capital Resources

We measure our liquidity in a number of ways, including the following:

	December 31,	
	2010	2009
Cash	$ 18,074	$ 42
Working Capital Deficiency	$ (997,778)	$ (145,038)
Notes Payable (Current)	$ 514,047	$ 116,151

From inception through December 31, 2010, we raised a total of $580,000 from the issuance of notes payable and $690,675 from the sale of common stock and warrants. As of December 31, 2010, we had $18,074 in unrestricted cash, and a working capital deficiency of $917,778. Subsequent to December 31, 2010 and during the three months ended March 31, 2011, we secured additional debt financing of $1,437,500.

Net Cash Used in Operating Activities

We experienced negative cash flow from operating activities for the years ended December 31, 2010 and 2009 in the amounts of $729,218 and $203,080, respectively. The cash used in operating activities in the year ended December 31, 2010 was due to cash used to fund a net loss of $2,263,799, adjusted for non-cash expenses related to depreciation, amortization of debt discount, and stock-based compensation in the aggregate amount of $1,125,705 as well as a change in accounts payable and accrued expenses and other current liabilities of $402,926. The cash used in operating activities in the year ended December 31, 2009 was due to cash used to fund a net loss of $1,197,126, adjusted for non-cash expenses related to depreciation, amortization of debt discount, and stock-based compensation in the aggregate amount of $965,117. The net increase in cash used in the year ended December 31, 2010 compared to 2009 was driven primarily by the increase in the net loss from $1,197,126 to $2,263,799.

Net Cash Used in Investing Activities

We used $48,784 during the year ended December 31, 2010, and $100,363 during the year ended December 31, 2009 to acquire property and equipment and intangibles. The cash used in the year ended December 31, 2010 includes the cost of medical equipment ($23,060) and furniture and fixtures ($22,323). The cash used in the year ended December 31, 2009 includes the cost of medical equipment ($95,240) and furniture and fixtures ($4,888).

Net Cash Provided by Financing Activities

Cash provided by financing activities during the year ended December 31, 2010 was $796,034. During such year, we sold an aggregate of 82,500,000 shares of common stock for a total purchase price of $666,300, and a warrant for the purchase of 125,000 shares of common stock was exercised for an exercise price of $1,875. In addition, during the year ended December 31, 2010, we received $332,654 pursuant to debt financings. During such year, we also repurchased an aggregate of 27,931,034 shares of common stock for a total purchase price of $32,000.

Cash provided by financing activities during the year ended December 31, 2009 was $303,485. During such year, we sold an aggregate of 945,000 shares of common stock for a total purchase price of $25,000. In addition, during the year ended December 31, 2009, we received $278,485 pursuant to debt financings.

Availability of Additional Funds

Based upon our working capital deficiency as of December 31, 2010 and the lack of any revenues, we require equity and/or debt financing to continue our operations. Subsequent to December 31, 2010 and during the three months ended March 31, 2011, we received aggregate debt financing of $1,437,500. As a result, we believe that the cash we have available will fund our operations only through July 2011 (at which time a substantial portion of our debt obligations will become due). Thereafter, we will need to raise further capital, through the sale of additional equity securities or otherwise, to support our future operations and to repay our debt (unless, if requested, the debt holders agree to convert their notes into equity or extend the maturity dates of their notes). Our operating needs include the planned costs to operate our business, including amounts required to fund working capital and capital expenditures. At the present time, we have commitments for capital expenditures totaling approximately $20,000, representing the furniture and fixtures to be used in our Jupiter, Florida office. Our future capital requirements and the adequacy of our available funds will depend on many factors, including our ability to successfully commercialize our products and services, competing technological and market developments, and the need to enter into collaborations with other companies or acquire other companies or technologies to enhance or complement our product and service offerings.

We may be unable to raise sufficient additional capital when we need it or to raise capital on favorable terms. Debt financing may require us to pledge certain assets and enter into covenants that could restrict certain business activities or our ability to incur further indebtedness, and may contain other terms that are not favorable to our stockholders or us. If we are unable to obtain adequate funds on reasonable terms, we may be required to significantly curtail or discontinue operations or to obtain funds by entering into financing agreements on unattractive terms.

These conditions raise substantial doubt about our ability to continue as a going concern. Our consolidated financial statements included elsewhere in this Registration Statement following Item 15 have been prepared in conformity with accounting principles generally accepted in the United States of America, which contemplate our continuation as a going concern and the realization of assets and satisfaction of liabilities in the normal course of business. The carrying amounts of assets and liabilities presented in the financial statements do not necessarily purport to represent realizable or settlement values. The financial statements do not include any adjustment that might result from the outcome of this uncertainty.

Critical Accounting Policies and Estimates

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent liabilities at dates of the financial statements and the reported amounts of revenue and expenses during the periods. Actual results could differ from these estimates. Our significant estimates and assumptions include depreciation and the fair value of our stock, stock-based compensation, debt discount and deferred tax assets, including a valuation allowance.

Deferred Tax Valuation Allowance

We believe significant uncertainties exist regarding the future realization of deferred tax assets, and, accordingly, a full valuation allowance has been established. In subsequent periods, if and when we generate pre-tax income, a tax expense will not be recorded to the extent that the remaining valuation allowance can be used to offset that expense. Once a consistent pattern of pre-tax income is established or other events occur that indicate that the deferred tax assets will be realized, some or all of the existing valuation allowance will be reversed back to income. Should we generate pre-tax losses in subsequent periods, a tax benefit will not be recorded and the valuation allowance will be increased.

Stock-Based Compensation

We measure the fair value of all stock options to employees and directors on grant date, and record the fair value of these awards as compensation expense over the service period. The fair value of options is estimated using the Black-Scholes valuation model and is based on the Company's weighted share price on the measurement date. Amounts expensed with respect to options were approximately $895,608 and $929,717 for the years ended December 31, 2010 and 2009, respectively.

Since our shares are not currently publicly traded, the fair value of our equity instruments was estimated using a share price derived from the quarterly rolling weighted average cash price paid to us for the purchase of shares of common stock.

The weighted-average grant date fair value per share of options awarded in the year ended December 31, 2010 and period ended December 31, 2009 were $0.0081 and S0.00 respectively. These fair values were estimated using the following assumptions:

	Year Ended December 31,	
	2010	2009
Risk-free interest rate	1.93%	-
Expected term	5 years	-
Expected volatility	207%	-
Dividend yield	0%	-

Risk-Free Interest Rate. This is the United States Treasury rate for the day of the grant having a term equal to the expected term of the option. An increase in the risk-free interest rate will increase the fair value and the related compensation expense.

Expected Term. This is the period of time over which the award is expected to remain outstanding. The expected term of options granted during the year ended December 31, 2010 was calculated using the simplified method set out in SEC Staff Accounting Bulletin, No. 107, as amended by No. 110, using the vesting period set forth in the option agreements and the expected contractual term of 10 years. The simplified method defines the expected term as the average of the contractual term and vesting period. An increase in the expected term will increase the fair value and the related compensation expense.

Expected Volatility. This is a measure of the amount by which our share price has fluctuated or is expected to fluctuate. Since we are a Pink Sheet company and our stock is not widely publicly traded, we use the average of the historic volatility of comparative companies. An increase in the expected volatility will increase the fair value and the related compensation expense.

Dividend Yield. We have not made any dividend payment nor do we have plans to pay dividends in the foreseeable future. An increase in the dividend yield will decrease the fair value and the related compensation expense.

Recently Issued Accounting Pronouncements

Reference is made to the "Recent Accounting Pronouncements" in Note 3 to the Consolidated Financial Statements included in this Registration Statement following Item 15 for information related to the adoption of new accounting standards in 2010, none of which had a material impact on our consolidated financial statements, and the future adoption of recently issued accounting pronouncements, which we do not expect will have a material impact on our consolidated financial statements.

Off-Balance Sheet Arrangements

None.

Quantitative and Qualitative Disclosures About Market Risk

Not applicable.

Item 3. Properties.

Our principal executive offices and laboratory are located at 555 Heritage Drive, Jupiter, Florida. We occupy the premises pursuant to a three year lease that expires on January 31, 2014 and provides for a base monthly rent of $6,052 for the initial year, $6,234 during the second year and $6,422 during the third year; however, pursuant to the lease, no base rent is payable during the initial year.

Pursuant to the lease, we are responsible for our share of operating expenses (as defined in the lease), and we have the right to extend the term of the lease for a period of three years at a rent equal to the market rate (as defined in the lease).

Item 4. Security Ownership of Certain Beneficial Owners and Management.

The following table sets forth certain information regarding the beneficial ownership of shares of our common stock, as of April 26, 2011, known by us, through transfer agent records, to be held by: (i) each person who beneficially owns 5% or more of the shares of common stock then outstanding; (ii) each of our directors; (iii) each of our Named Executive Officers (as hereinafter defined) in Item 6; and (iv) all of our directors and executive officers as a group.

The information in this table reflects "beneficial ownership" as defined in Rule 13d-3 of the Exchange Act. To our knowledge, and unless otherwise indicated, each stockholder has sole voting power and investment power over the shares listed as beneficially owned by such stockholder, subject to community property laws where applicable. Percentage ownership is based on 515,029,911 shares of common stock outstanding as of April 26, 2011.

Name and Address of Beneficial Owner	Number of Shares Beneficially Owned	Approximate Percent of Class
Mark Weinreb 555 Heritage Drive Jupiter, Florida	174,120,382(1)	30.6%
Gloria McConnell 1260 NW 16th Street Boca Raton, Florida	105,120,382(2)	20.4%
A. Jeffrey Radov 8 Walworth Avenue Scarsdale, New York	5,000,000(3)	*
Joel San Antonio 2200 Highway 121 Bedford, Texas	5,000,000(3)	*
All directors and executive officers as a group (6 persons)	216,992,991(1)(3)(4)	37.5%

* Less than 1%

(1) Includes (a) 54,000,000 shares of common issuable upon the exercise of currently exercisable options, (b) 41,034,483 shares of common stock held of record by Gloria McConnell over which Mr. Weinreb has voting power pursuant to a Shareholder Agreement and Irrevocable Proxy, dated January 20, 2011 (the "McConnell Shareholder Agreement"), as described in footnote (2) below and (c) 64,085,899 shares of common stock held of record by Stem Cell Research Company, LLC ("Research") over which Mr. Weinreb has voting power pursuant to a Shareholder Agreement and Irrevocable Proxy, dated January 21, 2011 (the "Research Shareholder Agreement"), as described in footnote (2) below.

(2) Includes 64,085,899 shares of common stock held of record by Research of which, we have been advised, Ms. McConnell is the President and sole member. Pursuant to the McConnell Shareholder Agreement, for a period of three years, Ms. McConnell has agreed to vote her shares of common stock as directed by Mr. Weinreb and has granted to Mr. Weinreb an irrevocable proxy in connection therewith. Pursuant to the Research Shareholder Agreement, for a period of three years, Research has agreed to vote its shares as directed by Mr. Weinreb and has granted to Mr. Weinreb an irrevocable proxy in connection therewith.

(3) Includes 2,500,000 shares of common stock issued subject to continued service as a director until April 21, 2012.

(4) Includes 10,100,000 shares of common stock issuable upon the exercise of currently exercisable options.

Item 5. Directors and Executive Officers.

Directors and Executive Officers

Information regarding our directors and executive officers is set forth below:

Name	Age	Positions Held
Mark Weinreb	58	Chief Executive Officer and Chairman of the Board
Richard M. Proodian	72	Chief Financial Officer and Vice President of Finance
Mandy D. Clark	29	Vice President of Operations and Secretary
Francisco Silva	36	Vice President of Research and Development
A. Jeffrey Radov	59	Director
Joel San Antonio	58	Director

Mark Weinreb

Mark Weinreb has served as our Chief Executive Officer since October 2010 and as our Chairman of the Board since April 2011. From February 2003 to October 2009, Mr. Weinreb served as President of NeoStem, Inc., a public biotechnology medical services company that specializes in enhancing the delivery of adult stem cell therapeutics and developing an international network of adult stem cell collection centers. Mr. Weinreb also served as Chief Executive Officer and Chairman of the Board of Directors of NeoStem from February 2003 to June 2006. In 1976, Mr. Weinreb joined Bio Health Laboratories, Inc., a state-of-the-art medical diagnostic laboratory providing clinical testing services for physicians, hospitals, and other medical laboratories. He became the laboratory administrator in 1978 and then an owner and the laboratory's Chief Operating Officer in 1982. In such capacity, he oversaw all technical and business facets, including finance and laboratory science technology. Mr. Weinreb left Bio Health Labs in 1989 when the business was sold. In 1992, Mr. Weinreb founded Big City Bagels, Inc., a national chain of franchised upscale bagel bakeries and became Chairman and Chief Executive Officer of such entity. Big City Bagels went public in 1995, and in 1999 Mr. Weinreb redirected the company and completed a merger with an Internet service provider. From 2000 to 2002, Mr. Weinreb served as Chief Executive Officer of Jestertek, Inc., a software development company pioneering gesture recognition and control using advanced interactive proprietary video technology. Mr. Weinreb received a Bachelor of Arts degree in 1975 from Northwestern University and a Master of Science degree in 1982 in Medical Biology from C.W. Post, Long Island University. We believe that Mr. Weinreb's executive-level management experience, his extensive experience in the adult stem cell sector and his service on our Board since October 2010 give him the qualifications and skills to serve as one of our directors.

Richard M. Proodian

Richard M. Proodian has been our Chief Financial Officer and Vice President of Finance since January 2009. He served on our Board from April 2009 to April 2011. Mr. Proodian, a certified public accountant, has more than 35 years of executive-level management experience, including serving as an officer, director and committee member for such committees as audit and compensation and the development and implementation of corporate planning and strategy for several publicly traded companies. From 2005 to 2009, Mr. Proodian was the Managing Director, Chief Financial Officer and Chief Operating Officer of EquiFin, LLC, an investment services company. From 1996 to 2000, Mr. Proodian was the Chief Financial Officer and a director of PSI Industries, Inc, a publicly traded company that specialized in producing single-use cameras that had personalized graphics on each exposure. In 2000 Mr. Proodian formed an accounting partnership that specialized in developing companies. He received a degree in Business Management and Finance from Northeastern University, and is a graduate of the Harvard Business School Executive Management Business Program.

Mandy D. Clark

Mandy D. Clark has been our Vice President of Operations since August 2009. She has served as our Secretary since December 2010 and served on our Board from September 2010 to April 2011. From 2006 to 2009, Ms. Clark served as Educational Envoy and then CME/CE Coordinator for Professional Resources in Management Education, an accredited provider of continuing medical education. She conducted needs assessments nationally to determine in which areas clinicians most needed current education. She also oversaw onsite educational meetings and analyzed data for outcomes reporting. From 2005 to 2006, Ms. Clark served as surgical coordinator for Eye Surgery Associates and the Rand Eye Institute, two prominent physician practices in Florida. Ms. Clark has experience in medical editing for educational programs and is a published author of advanced scientific and clinical content on topics including Alzheimer's disease, breast cancer, sleep apnea and adult learning. She received a degree in Biology from Mercyhurst College.

Francisco Silva

Francisco Silva has served as our Vice President of Research and Development since April 2011. From 2007 to 2011, Mr. Silva served as Chief Executive Officer of DV Biologics LLC, and as President of DaVinci Biosciences LLC, companies engaged in the commercialization of human based biologics for both research and therapeutic applications. From 2003 to 2007, Mr. Silva as Vice President of Research and Development for PrimeGen Biotech LLC, a company engaged in the development of cell based platforms. From 2002 to 2003, he was a Research Scientist with PrimeGen Biotech and was responsible for the development of experimental designs that focused on germ line reprogramming stem cell platforms. Mr. Silva has taught courses in biology, anatomy and advanced tissue culture at California State Polytechnic University. He has obtained a number of patents relating to stem cells and has had numerous articles published with regard to stem cell research. Mr. Silva graduated from California State Polytechnic University with a degree in Biology. He also obtained a Graduate Presidential Fellowship and MBRS Fellowship from California State Polytechnic University. See Item 1A – "Risk Factors – We depend on our executive officers and on our ability to attract and retain additional qualified personnel. A pending action against our Vice President of Research and Development may limit our ability to utilize fully his capabilities."

A. Jeffrey Radov

A. Jeffrey Radov became a member of our Board in April 2011. Mr. Radov is an entrepreneur and businessman with 35 years of experience in media, communications and financial endeavors. Since 2002, he has served as the Managing Partner of Walworth Group, which provides consulting and advisory services to a variety of businesses, including hedge funds, media, entertainment and Internet companies, financial services firms and early stage ventures. Mr. Radov is also an advisor to GeekVentures, LLC, an incubator for technology startups in Israel. From 2008 to 2010, Mr. Radov was a Principal and Chief Operating Officer at Aldebaran Investments, LLC, a registered investment advisor. From 2005 to 2008, Mr. Radov was Chief Operating Officer at EagleRock Capital Management, a group of hedge funds. Prior to joining EagleRock, Mr. Radov was a founding investor in and Board member of Edusoft, Inc., an educational software company. From 2001 to 2002, Mr. Radov was a Founder-in-Residence at SAS Investors, an early-stage venture fund. From 1999 to 2001, Mr. Radov was CEO and Co-Founder of VocaLoca, Inc., an innovator in consumer-generated audio content on the Internet. Mr. Radov was a founding executive of About.Com, Inc., an online information source, and was its EVP of Business Development and Chief Financial Officer from its inception. In 1996, prior to founding About.Com, Mr. Radov was a Director at Prodigy Systems Company, a joint venture of IBM and Sears. Mr. Radov was also a principal in the management of a series of public limited partnerships that invested in the production and distribution of more than 130 major motion pictures. From 1982 to 1984, Mr. Radov was the Director of Finance at Rainbow Programming Enterprises, a joint venture among Cablevision Systems Corporation, Cox Broadcasting and Daniels & Associates. From 1977 to 1981, Mr. Radov was Director of Marketing at Winklevoss & Associates. Mr. Radov earned a Masters of Business Administration from The Wharton School of the University of Pennsylvania and holds a Bachelor of Arts degree from Cornell University. We believe that Mr. Radov's executive-level management experience and his extensive experience in the finance industry give him the qualifications and skills to serve as one of our directors.

Joel San Antonio

Joel San Antonio became a member of our Board in April 2011. Since August 2010, Mr. San Antonio has served as Chairman of Warrantech/AMT Warranty, an operating subsidiary of Amtrust Financial Services Inc. From February 1988 through August 2010, he was Chairman and Chief Executive Officer of Warrantech Corporation, a leading provider of third party administration for insurance products. Warrantech was acquired by Amtrust Financial Services in 2010. Prior to founding Warrantech, Mr. San Antonio founded Little Lorraine Ltd., a company engaged in the manufacture of various brands of women's apparel. Mr. San Antonio has served as Chairman of the Board of American Doctors Network, a technology company engaged in the development of electronic medical records. He is a former board member of SearchHelp Inc., a company committed to online child protection and family safety, MedStrong International Corporation, a company engaged in the storage of emergency medical information, and Marc Pharmaceuticals, Inc., a company that, in conjunction with the Weil Medical Center at Cornell University, was engaged in the development and commercialization of cancer treatment products. Mr. San Antonio is engaged in a variety of philanthropic and charitable activities. Mr. San Antonio graduated from Ithaca College with a Bachelor of Science in Business Administration. We believe that Mr. Antonio's executive-level management experience gives him the qualifications and skills to serve as one of our directors.

Item 6. Executive Compensation.

Summary Compensation Table

The following Summary Compensation Table sets forth all compensation earned in all capacities during the fiscal years ended December 31, 2010 and 2009 by our (i) principal executive officer, (ii) our former principal executive officer and (iii) all other executive officers, other than our principal executive officer, whose salaries for the 2010 fiscal year, as determined by Regulation S-K, Item 402, exceeded $100,000 (the individuals falling within categories (i), (ii) and (iii) are collectively referred to as the "Named Executive Officers").

Summary Compensation Table

Name and Principal Position	Year	Salary	Bonus	Stock Awards	Option Awards	Nonequity Incentive Plan Compensation	Nonqualified Deferred Compensation Earnings	All Other Compensation	Total
Mark Weinreb, Chief Executive Officer[1]	2010	$90,000	$45,000	-	$437,234[3]	-	-	-	$572,234
	2009	-	-	-	-	-	-	-	-
Gloria McConnell, President[2]	2010	$26,667	-	-	-	-	-	$120,000[4]	$146,667
	2009	-	-	-	-	-	-	-	-

(1) Mr. Weinreb became our Chief Executive Officer in October 2010.

(2) Ms. McConnell served as our President from January 2009 to December 2010.

(3) The amounts reported in this column represent the grant date fair value of the option awards granted during the year ended December 31, 2010, calculated in accordance with FASB ASC Topic 718.

(4) Represents amounts payable to Ms. McConnell pursuant to a separation agreement. See "Termination Agreement" below.

Outstanding Equity Awards at Fiscal Year-End

The following table provides information on outstanding equity awards as of December 31, 2010 to the Named Executive Officers:

	Option Awards					Stock Awards			
Name	Number of Securities Underlying Unexercised Options Exercisable	Number of Securities Underlying Unexercised Options Unexercisable	Equity Incentive Plan Awards: Number of Securities Underlying Unexercised Unearned Options	Option Exercise Price	Option Expiration Date	Number of Shares or Units of Stock That Have Not Vested	Market Value of Shares or Units of Stock That Have Not Vested	Equity Incentive Plan Awards: Number of Unearned Shares, Units or Other Rights That Have Not Vested	Equity Incentive Plan Awards: Market or Payout Value of Unearned Shares, Units or Other Rights That Have Not Vested
Mark	50,000,000	-	-	$0.001	12/23/20	-	-	15,000,000	$81,000
Weinreb	4,000,000	-	-	$0.01	12/14/20			(1)	
Gloria McConnell	-	-	-	-	-	-	-	-	-

(1) Stock was issued in January 2011.

Employment Agreement

On October 4, 2010, we entered into a three-year employment agreement with Mark Weinreb, our Chief Executive Officer. Pursuant to the employment agreement, Mr. Weinreb is entitled to receive a salary of $360,000, $480,000 and $600,000 per annum during the three-year term and a bonus equal to 50% of his annual salary. In addition, pursuant to the employment agreement, in the event that Mr. Weinreb's employment is terminated by us without cause, or Mr. Weinreb terminates his employment for "good reason" or following a change in control, Mr. Weinreb would be entitled to receive a lump sum payment equal to the greater of (a) his base annual salary and bonus for the remainder of the term or (b) two times his then annual base salary and bonus. Further, pursuant to the employment agreement as amended on December 24, 2010, we granted to Mr. Weinreb options for the purchase of 50,000,000 shares of common stock. Such options shall have a ten-year term, a $.001 exercise price, a cashless exercise feature and a provision that the options shall remain exercisable notwithstanding termination of employment. In addition, pursuant to the employment agreement, as amended, in January 2011, we granted to Mr. Weinreb 15,000,000 shares of common stock.

Termination Agreement

In December 2010, we entered into a termination agreement with Gloria McConnell, our former President. See the discussion of this agreement in Item 7.

Director Compensation

The following table sets forth certain information concerning the compensation of our directors for the fiscal year ended December 31, 2010:

Director Compensation							
Name	Fees Earned or Paid in Cash	Stock Awards[1]	Option Awards[1]	Non-Equity Incentive Plan Compensation	Nonqualified Deferred Compensation Earnings	All Other Compensation	Total
Dr. Kurt J. Wagner[2]	-	$61,775	$32,365	-	-	-	$94,140
Dr. Joseph J. Ross[2]	-	$13,800	$32,365	-	-	-	$46,165

(1) The amounts reported in this column represent the grant date fair value of the stock and option awards granted during the year ended December 31, 2010, calculated in accordance with FASB ASC Topic 718.

(2) Resigned as a director in April 2011.

Upon his appointment, each of Messrs. Radov and San Antonio, our non-employee directors, became entitled to receive compensation for his services as a director as follows:

- $20,000 per annum, payable quarterly
- 5,000,000 shares of common stock which vest to the extent of 50% upon grant and 50% after one year

Item 7. Certain Relationships and Related Transactions, and Director Independence

Certain Relationships and Related Transactions

In September 2009, certain of our then executive officers, directors, and 5% or greater shareholders contributed to our capital a total of 71,379,312 of the 301,999,999 shares of common stock received by them in connection with our April 2009 acquisition of Stem Cell Assurance, LLC. Such capital contribution was made in order to allow us to have sufficient authorized and unissued shares of common stock to use in connection with our capital-raising efforts. The number of shares contributed is as follows:

Name	Total Number of Shares Contributed
Dr. Richard Ferrans	5,172,414
Gloria J. McConnell	10,344,818(1)
Richard M. Proodian	10,344,818
George Edward Dubec	5,172,414
Stem Cell Research Company, LLC	40,344,828

(1) Includes shares indirectly owned by Ms. McConnell.

In October 2010, certain of our then executive officers, directors, 5% or greater shareholders and consultants contributed to our capital an additional 60,332,799 shares. Such additional capital contribution was made in order to enable us to have sufficient authorized and unissued shares of common stock in connection with our capital-raising efforts and for other corporate purposes. The number of additional shares contributed is as follows:

Name	Total Number of Shares Contributed
Gloria J. McConnell	12,576,811
Richard M. Proodian	9,511,874
Stem Cell Research Company, LLC	32,082,535
Todd Adler	6,161,579

On December 15, 2010, we entered into a termination agreement with Gloria McConnell, our former President (the "McConnell Termination Agreement"), pursuant to which Ms. McConnell is entitled to receive $120,000, as severance, payable over a two year period. In addition, pursuant to the McConnell Termination Agreement, we agreed to reissue to Ms. McConnell 12,576,811 shares of our common stock. These shares had previously been contributed to capital by Ms. McConnell in October 2010 in order to enable us to fulfill our obligation to issue shares to third parties. Further, pursuant to the McConnell Termination Agreement, Ms. McConnell has agreed to certain restrictive covenants, including with regard to the sale of her shares.

On January 20, 2011, Ms. McConnell and Mr. Weinreb entered into a Shareholder Agreement and Irrevocable Proxy, pursuant to which Ms. McConnell has agreed that, for a period of three years, she would vote her shares of common stock as determined by Mr. Weinreb.

Effective January 29, 2011, we terminated our relationship with Tommy Berger, a founder of the Company. Pursuant and subject to the terms and conditions of the Termination Agreement between the parties, Mr. Berger waived any rights he may have had pursuant to a certain employment agreement entered into with us in August 2010 and we agreed to pay to Stem Cell Research Company, LLC ("Stem Cell Research") (see Item 4) $180,000 over a 12 month period. In addition, pursuant to the Termination Agreement, each of Mr. Berger and Stem Cell Research has agreed to certain restrictive covenants, including with regard to the sale of shares of our common stock. Further, concurrently with the execution of the Termination Agreement, Stem Cell Research executed a shareholder agreement and irrevocable proxy pursuant to which it has agreed that, for a three year period, it would vote its shares of common stock as directed by Mr. Weinreb.

Director Independence

Board of Directors

Our Board of Directors is currently comprised of Mark Weinreb, A. Jeffrey Radov and Joel San Antonio. Each of Messrs. Radov and San Antonio is currently an "independent director" based on the definition of independence in Listing Rule 5605(a)(2) of the listing standards at The Nasdaq Stock Market.

Audit Committee

The members of our Board's Audit Committee currently are Messrs. Radov and San Antonio, each of whom is an "independent director" based on the definition of independence in Listing Rule 5605(a)(2) of the listing standards of The Nasdaq Stock Market and Rule 10A-3(b)(1) under the Securities Exchange Act of 1934.

Nominating Committee

The members of our Board's Nominating Committee currently are Messrs. Radov and San Antonio, each of whom is an "independent director" based on the definition of independence in Listing Rule 5605(a)(2) of the listing standards of The Nasdaq Stock Market.

Compensation Committee

The members of our Board's Compensation Committee currently are Messrs. Radov and San Antonio, each of whom is an "independent director" based on the definition of independence in Listing Rule 5605(a)(2) of the listing standards of The Nasdaq Stock Market.

Item 8. Legal Proceedings

There are no material pending legal proceedings to which we are a party or to which any of our property is subject, and no such proceedings are known to us to be threatened or contemplated against us.

Item 9. Market Price of and Dividends on the Registrant's Common Equity and Related Stockholder Matters

Market Information

Transactions in our common stock are reported under the symbol "SCLZ.PK" on the OTC Pink tier of the OTC Markets. The following table sets forth the range of high and low bids reported in the over-the-counter market for our common stock. The prices shown below represent prices in the market between dealers in securities; they do not include retail markup, markdown or commissions, and do not necessarily represent actual transactions.

Quarter Ended	Low	High
Quarter ended March 31, 2009	$ 0.0008	$ 0.007
Quarter ended June 30, 2009	$ 0.001	$ 0.095
Quarter ended September 30, 2009	$ 0.0075	$ 0.045
Quarter ended December 31, 2009	$ 0.003	$ 0.007
Quarter ended March 31, 2010	$ 0.007	$ 0.025
Quarter ended June 30, 2010	$ 0.016	$ 0.029
Quarter ended September 30, 2010	$ 0.015	$ 0.019
Quarter ended December 31, 2010	$ 0.001	$ 0.018

Outstanding Shares and Number of Stockholders

As of April 26, 2011, there were 515,029,911 shares of common stock outstanding. As of that date, there were 138 record holders of our shares of common stock.

Dividends

We have never declared or paid dividends on our common stock. Moreover, we currently intend to retain any future earnings for use in our business and, therefore, do not anticipate paying any dividends on our common stock in the foreseeable future.

Item 10. Recent Sales of Unregistered Securities

During the past three years, we sold the following securities in transactions not involving any public offering. For each of the following transactions, we did not use general solicitation or advertising to market the securities, the securities were offered to a limited number of persons, the investors had access to information regarding us, and we were available to answer questions by prospective investors.

DATE ISSUED	NUMBER OF SHARES	PURCHASER(S)	CONSIDERATION
02/26/08	30,000,000	(1)	(1)
10/24/08	7,040,000	Tiger Team Management LLC, GDB Media Inc., Lance Berger and Market Solutions	(2)
11/26/08	3,000,000	Jonathan Bryant (“J. Bryant”)	(2)
04/24/09	60,000,000	J. Bryant	(3)
04/30/09	301,999,999	(2)	(4)
05/01/09	10,000,000	Gloria McConnell (“McConnell”) and Sherilynn Green	(5)
05/01/09	360,000	Christopher Quiroga (“Quiroga”)	$ 12,500
05/01/09	2,283,000	Dr. Kurt Wagner (“Wagner”), Grace Martin (“Martin”), Glenn Charles and Anthony Carillo	(5)
05/15/09	250,000	Leonard Haimes	(5)

05/26/09	1,325,000	Mark Raggozino, Karen Baker and Ronald Hutton		(5)
05/26/09	10,000	Gilberto Gonzalez	$	1,000
06/19/09	200,000	Quiroga	$	6,500
06/22/09	250,000	Mandy Clark (“Clark”)		(5)
08/05/09	5,000,000	SCG Capital LLC (“SCG”)		(6)
08/05/09	12,103,448	Todd Adler (“Adler”)		(5)
08/05/09	562,500	Robert Colletti and Lisa Colletti		(5)
09/10/09	375,000	Donald Rhodes	$	5,000
09/10/09	1,000,000	First Fidelity Securities		(5)
10/05/09	5,000,000	SCG		(6)
11/01/09	2,000,000	Beau Bates		(5)
11/05/09	5,000,000	OB-GYN Management, Inc.		(6)
11/23/09	6,500,000	Solon Kandel and Vivian Kandel		(6)
12/08/09	9,000,000	Wayne Moy (“Moy”) and Michael Ashkenazy		(6)
12/14/09	2,500,000	May		(6)
12/15/09	8,000,000	Vardan Consulting Services, LLC and Xeni Financial Services Corp. (“Xeni”)		(6)
12/16/09	12,000,000	Wagner and Adler		(5)
12/16/09	20,000,000	Xeni		(7)
01/04/10	5,000,000	Francisco Morales, Larry Perich and Clark		(5)
02/16/10	63,000,000	Jeffrey Alper (“J. Alper”) and Grace Ann Alper, Glenn Cotton (“Cotton”), Sol Bandiero (“Bandiero”), RAK Enterprises of Palm Beach, Inc., Vintage Holidays, LLC (“Vintage”), Rebecca Devlin, Howard Scheinberg, Wayne Koppel, Evan Rabinowitz, Aqualipo, LLC, and Georgiana Minks	$	401,300
02/16/10	10,500,000	Pearlman and Pearlman, LLC, Venture Opportunity, Lazarus Asset Management, LLC, Gina Toddings, SCG, Oscar Ramirez and Stephen Florio (“Florio”)		(5)
04/09/10	2,500,000	Derrick Caglianone	$	25,000
05/28/10	2,250,000	Bandiero and Janet Montgomery	$	22,500
06/01/10	500,000	Steve McDonough	$	12,500
06/01/10	500,000	Florio		(5)
06/21/10	4,000,000	Christopher Minks, Matthew Minks and SCG	$	40,000
07/29/10	4,000,000	Moy, J. Alper and Kyle McCormick	$	40,000
08/10/10	2,000,000	Dr. Joseph Ross (“Ross”)		(5)
08/25/10	24,937,500	Quick Capital of L.I. Corp.		(5)
10/12/10	6,250,000	Joseph Sanders TTEE UTD 10/19/05 FBO Joseph L. Sanders Living Trust (“Sanders Trust”) and John and Cynthia Krowiak	$	125,000

10/13/10	500,000	Peggy Husted (“Husted”)		(5)
10/13/10	333,333	Helen Surovek		(5)
11/03/10	125,000	Husted		(5)
11/08/10	2,700,000	Daniel Braga, Jayson Esterow, David Pirrello, Joseph Pirrello, Scott Pirrello and Stratton Imaging		(6)
11/08/10	1,000,000	May		(6)
12/03/10	125,000	Sanders Trust	$ 1,875	
12/14/10	1,000,000	Harold and Linda Schwartz		(6)
01/03/11	1,000,000	Frank Scerbo		(6)
01/12/11	12,576,811	McConnell		(8)
01/13/11	15,000,000	Mark Weinreb (“Weinreb”)		(9)
01/21/11	1,000,000	Thomas and Peter Sullivan		(6)
02/03/11	250,000	Moy		(6)
02/22/11	8,312,500	Olde Estate, LLC		(6)
02/22/11	21,000,000	Westbury (Bermuda) Ltd.		(6)(10)
02/22/11	2,057,700	TDA Consulting Services LLC (“TDA”) and Vintage		(5)
02/25/11	2,500,000	Brian Glaeser, Robert Meyer, Jr., William Hazzard and J. Michael Coleman		(6)
03/25/11	4,000,000	Cotton		(6)
04/05/11	2,057,700	TDA and Vintage		(5)
04/21/11	10,000,000	A. Jeffrey Radov and Joel San Antonio		(5)
04/26/11	2,057,700	TDA and Vintage		(5)

_____

(1) Issued pursuant to the Acquisition Agreement, dated as of February 2, 2008, between Traxxec Limited and us.
(2) Issued in connection with contemplated financing.
(3) Issued in connection with the Acquisition and Reorganization Agreement, dated April 17, 2009, between Stem Cell Assurance, LLC (“SCA”) and us (the “SCA Agreement”).
(4) Issued pursuant to the SCA Agreement.
(5) Issued in consideration of services.
(6) Issued in consideration of loan or credit facilitation.
(7) Issued as collateral for repayment of loan.
(8) Reissued pursuant to the McConnell Termination Agreement.
(9) Issued pursuant to employment agreement, as amended, between Mr. Weinreb and us.
(10) Issued indirectly through Stem Cell Cayman Ltd.

Item 11. Description of Registrant’s Securities to be Registered

Our Articles of Incorporation, as amended (“Articles”), authorize the issuance of 800,000,000 shares of common stock, par value $.001 per share, and 1,000,000 shares of preferred stock, par value $.01 per share. As of April 26, 2011, there were 515,029,911 shares of common stock issued and outstanding, and no shares of preferred stock outstanding.

The description of our securities is a summary and is qualified in its entirety by the provisions of our Articles and Amended and Restated Corporate Bylaws (the “Bylaws”), copies of which have been filed as exhibits to this Registration Statement.

Description of Common Stock

Except as otherwise required by law, each share of common stock entitles the stockholder to one vote on each matter that stockholders may vote on at all meetings of stockholders. Holders of common stock are not entitled to cumulate votes in the election of directors. Holders of common stock do not have preemptive, subscription or conversion rights, and there are no redemption or sinking fund provisions applicable thereto. Subject to any prior rights of the preferred stock, holders of common stock are entitled to share ratably in dividends paid from the funds legally available for the payment thereof, when, as and if declared by our Board. The declaration of dividends, however, is subject to the discretion of our Board. Subject to any prior rights of the preferred stock, holders of common stock are also entitled to share ratably in the assets of our company available for distribution to holders of common stock after payment of our liabilities upon the liquidation or dissolution of our company, whether voluntary or involuntary.

Description of Preferred Stock

Our Board is authorized to fix and determine the designations, rights, preferences or other variations of each particular class or series of our preferred stock.

Provisions that May Delay, Defer or Prevent a Change of Control

We have determined that Sections 378 through 3793 of Chapter 78 of the Nevada Revised Statutes ("NRS") ("Acquisition of Controlling Interest") do not apply to us because we do not currently meet the definition of "issuing corporation" contained therein.

In addition to any provisions set forth in the NRS that may delay, defer or prevent a change of control, our Articles and Bylaws contain the following provisions that may delay, defer or prevent a change of control:

Our Board has the authority to issue up to 800,000,000 shares of common stock and up to 1,000,000 shares of preferred stock and to determine the rights, preferences and privileges of the shares of preferred stock, without stockholder approval.

Nominations of persons for election to our Board and the proposal of business to be considered by the stockholders may be made at a meeting of stockholders (1) pursuant to our notice of meeting delivered pursuant to our Bylaws, (2) by or at the direction of our Board, (3) by any committee or person appointed by our Board or (4) by any stockholder who is entitled to vote at the meeting, who complied with the notice procedures set forth in our Bylaws and who was a stockholder of record at the time such notice was delivered to our Secretary.

The notice procedures in our Bylaws include a requirement that the proposing stockholder must have given timely notice thereof in writing to our Secretary, and such other business must otherwise be a proper matter for stockholder action. To be timely with respect to an annual meeting, a stockholder's notice shall be delivered to our Secretary at our principal executive offices not less than 60 days prior to the scheduled date of the meeting; provided, however, that if no notice is given and no public announcement is made to the stockholders regarding the date of the meeting at least 75 days prior to the meeting, the stockholder's notice shall be valid if delivered to or mailed and received by our Secretary at our principal executive office not less than 15 days following the day on which the notice or public announcement of the date of the meeting was given or made.

In addition, any such stockholder's notice must set forth (1) as to each person whom the stockholder proposes to nominate for election or reelection as a director, (a) the name, age, business address and residential address of the person, (b) the principal occupation or employment of the person (c) the class and number of shares of our capital stock that are beneficially owned by the person, (d) the written consent by the person, agreeing to serve as a director if elected, (e) a description of all arrangements or understandings between the person and the stockholder regarding the nomination, (f) a description of all arrangements or understandings between the person and any other person or persons (naming such persons) regarding the nomination, (g) all information relating to the person that is required to be disclosed in solicitations for proxies for election of directors pursuant to Rule 14a under the Exchange Act, and (h) such other information as we may reasonably request to determine the eligibility of such proposed nominee to serve as a director; (2) as to any other business that the stockholder proposes to bring before the meeting, (a) a brief description of the business desired to be brought before the meeting, the reasons for conducting such business at the meeting and, in the event that such business includes a proposal to amend either the Articles or the Bylaws, the language of the proposed amendment, (b) the name and address, as they appear on our books, of the stockholder proposing such business, (c) the class and number of shares of our capital stock that are beneficially owned by such stockholder, and (d) any material interest (financial or otherwise) of such stockholder in such business; and (3) as to the stockholder giving the notice (a) the name, business address and residential address of the stockholder giving the notice, (b) the class and number of shares of our capital stock that are beneficially owned by such stockholder, (c) a description of all arrangements or understandings between the stockholder and the nominee regarding the nomination, and (d) a description of all arrangements or understandings between the stockholder and any other person or persons (naming such persons) regarding the nomination.

Item 12. Indemnification of Directors and Officers

Our Articles provide that no director or officer shall be liable to us or to our stockholders for monetary damages for breach of fiduciary duty as a director or an officer, except to the extent that such exemption from liability or limitation thereof is not permitted under the NRS currently in effect or as the same may be amended. Under the NRS, the directors have a fiduciary duty to us that is not eliminated by this provision of the Articles and, in appropriate circumstances, equitable remedies such as injunctive or other forms of non-monetary relief will remain available. In addition, each director will continue to be subject to liability under the NRS for breach of the director's duty of loyalty to us for acts or omissions which are found by a court of competent jurisdiction to not be in good faith or involve intentional misconduct, for knowing violations of law, for actions leading to improper personal benefit to the director, and for payment of dividends or approval of stock repurchases or redemptions that are prohibited by the NRS. This provision also does not affect the directors' responsibilities under any other laws, such as the federal securities laws or state or federal environmental laws.

The NRS provides that a corporation may, and our Articles and Bylaws provide that we shall, indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (an "Action"), by reason of the fact that he is or was a director, officer, employee or agent of the corporation or is or was serving at the request of the corporation in such capacity in another corporation, partnership, joint venture, trust or other enterprise (the "Indemnified Party"), against expenses (including attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful; provided, however, no indemnification shall be made in respect of any action or suit by or in the right of the corporation if the Indemnified Party shall have been adjudged to be liable to the corporation, unless and only to the extent that the court shall determine that, despite the adjudication of liability but in view of all circumstances, such person is fairly and reasonably entitled to indemnity. Furthermore, the NRS provides that determination of an Indemnified Party's eligibility for indemnification by us shall be made on a case-by-case basis by: (i) the stockholders; (ii) the board of directors by a majority vote of a quorum consisting of directors who were not parties to the act, suit or proceeding; (iii) if a majority vote of a quorum consisting of directors who were not parties to the act, suit or proceeding so orders, by independent legal counsel in a written opinion; or (iv) if a quorum consisting of directors who were not parties to the act, suit or proceeding cannot be obtained, by independent legal counsel in a written opinion.

In addition, the NRS and our Bylaws provide that the allowed indemnification will not be deemed exclusive of any other rights to which directors, officers and others may be entitled under our Bylaws, any agreement, a vote of stockholders or otherwise, and shall continue as to a person who has ceased to be a director, officer, employee or agent and inure to the benefit of such person's heirs, executors and administrators.

Lastly, the NRS empowers a corporation to purchase insurance and make other financial arrangements with respect to liability arising out of the actions or omissions of directors, officers, employees or agents in their capacity or status as such. On February, 1, 2011, we obtained a Directors & Officers Insurance Policy with aggregate coverage of up to $3,000,000.

Item 13. Financial Statements and Supplementary Data

The financial statements and the report of the independent registered public accounting firm can be found following Item 15.

Item 14. Changes in and Disagreements with Accountants on Accounting and Financial Disclosure

In February 2011, we engaged Marcum LLP as our independent auditors; prior to that date, we did not have independent auditors.

Item 15. Financial Statements and Exhibits

(a) The following financial statements are filed as part of this Registration Statement:

(i) Consolidated Balance Sheets as of December 31, 2010 and 2009

(ii) Consolidated Statements of Operations for the years ended December 31, 2010 and 2009 and for the period from December 30, 2008 (inception) to December 31, 2010

(iii) Consolidated Statements of Cash Flows for the years ended December 31, 2010 and 2009 and for the period from December 30, 2008 (inception) to December 31, 2010

(iv) Consolidated Statements of Changes in Stockholders' Deficiency for the period from December 30, 2008 (inception) to December 31, 2010

(v) Notes to Consolidated Financial Statements

(b) The following documents are filed as exhibits hereto, unless otherwise indicated:

Exhibit No.	Description
2.1	Agreement, dated November 27, 2007, by and between Columbia River Resources Inc. and Medify Solutions Ltd.
2.2	Acquisition Agreement, dated as of February 4, 2008, by and between Columbia River Resources Inc. and Traxxec Limited
2.3	Acquisition and Reorganization Agreement, dated as of April 17, 2009, by and between Traxxec Inc. and Stem Cell Assurance LLC
3.1	Articles of Incorporation
3.2	Certificate of Amendment to Articles of Incorporation, filed on April 16, 2004
3.3	Certificate of Amendment to Articles of Incorporation, filed on August 11, 2008
3.4	Certificate of Amendment to Articles of Incorporation, filed on June 29, 2009
3.5	Certificate of Amendment to Articles of Incorporation, filed on December 7, 2010
3.6	Amended and Restated Corporate By-Laws, effective as of December 15, 2010
10.1	2010 Equity Participation Plan, as amended
10.2	Employment Agreement, dated October 4, 2010, between Stem Cell Assurance, Inc. and Mark Weinreb ("Weinreb Employment Agreement")
10.3	Amendment to Weinreb Employment Agreement, dated December 23, 2010
10.4	Termination Agreement, dated as of December 15, 2010, between Stem Cell Assurance, Inc. and Gloria McConnell
10.5	Shareholder Agreement and Irrevocable Proxy, dated as of January 20, 2011, between Gloria McConnell and Mark Weinreb
10.6	Termination Agreement, dated as of January 21, 2011, by and among Stem Cell Assurance, Inc., Stem Cell Research Company, LLC and Tommy Berger
10.7	Shareholder Agreement and Irrevocable Proxy, dated as of January 21, 2011, between Stem Cell Research Company, LLC and Mark Weinreb

10.8 Lease Agreement, effective as of February 1, 2011, between Orange Coast, LLC and Stem Cell Assurance, Inc.
10.9 First Amendment to Lease, dated March 11, 2011, between Orange Coast, LLC and Stem Cell Assurance, Inc.
10.10 Consulting Agreement, dated as of February 17, 2011, between Stem Cell Assurance, Inc. and TDA Consulting Services, Inc.
10.11 Consulting Agreement, dated as of February 17, 2011, between the Company and Vintage Holidays L.L.C.
10.12 Credit Support, Security and Registration Rights Agreement, dated as of August 17, 2010, between Stem Cell Assurance, Inc. and Quick Capital of L.I. Corp.
10.13 Settlement Agreement, dated as of February 23, 2011, by and among Stem Cell Assurance, Inc., Quick Capital of L.I. Corp. and Olde Estate, LLC
10.14 Employment Agreement, dated as of December 1, 2010, between Stem Cell Assurance, Inc. and Mandy Clark
10.15 Form of Promissory Note issued by Stem Cell Assurance, Inc. between November 2010 and March 2011 with respect to debt financing in the aggregate principal amount of $622,500
10.16 Promissory Note, dated February 9, 2011, issued by Stem Cell Cayman Ltd. in the principal amount of $1,050,000
10.17 Form of Stock Option Agreement, dated December 15, 2010, between Stem Cell Assurance, Inc. and each of Mark Weinreb, Richard Proodian and Mandy Clark
10.18 Form of Stock Option Agreement, dated December 15, 2010, between Stem Cell Assurance, Inc. and each of Kurt Wagner, M.D. and Joseph Ross, M.D.
10.19 Option Agreement, dated December 23, 2010, between Stem Cell Assurance, Inc. and Mark Weinreb
10.20 Consulting Agreement, dated as of April 7, 2011, between Stem Cell Assurance, Inc. and Joseph Ross, M.D.
10.21 Letter agreement, dated April 2, 2011, between Stem Cell Assurance, Inc. and Kurt Wagner, M.D.
10.22 Letter agreement, dated April 7, 2011, between Stem Cell Assurance, Inc. and Joseph Ross, M.D.
10.23 Amended and Restated Executive Employment Agreement, dated May 10, 2011, between Stem Cell Assurance, Inc. and Francisco Silva
10.24 Stock Option Agreement, dated April 5, 2011, between Stem Cell Assurance, Inc. and Francisco Silva
10.25 Stock Option Agreement, dated April 21, 2011, between Stem Cell Assurance, Inc. and Mandy Clark
21 Subsidiaries

STEM CELL
ASSURANCE, INC. &
SUBSIDIARIES

CONSOLIDATED FINANCIAL STATEMENTS

FOR YEARS ENDED DECEMBER 31,
2009 AND 2010

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REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Audit Committee of the Board of Directors
and Stockholders of Stem Cell Assurance, Inc.

We have audited the accompanying consolidated balance sheets of Stem Cell Assurance, Inc. and Subsidiaries (the "Company") (a company in the development stage) as of December 31, 2010 and 2009, and the related consolidated statements of operations, changes in stockholders' deficiency and cash flows for the years then ended and for the period from December 30, 2008 (inception) to December 31, 2010. These consolidated financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these consolidated financial statements based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. Our audits included consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion. An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of Stem Cell Assurance, Inc. and Subsidiaries as of December 31, 2010 and 2009, and the results of their operations and their cash flows for the years then ended and for the period from December 30, 2008 (inception) to December 31, 2010, in conformity with accounting principles generally accepted in the United States of America.

The accompanying consolidated financial statements have been prepared assuming that the Company will continue as a going concern. As more fully discussed in Note 2 to the consolidated financial statements, the Company is in the development stage, has incurred net losses since inception and needs to raise additional funds to meet its obligations and sustain its operations. These conditions raise substantial doubt about the Company's ability to continue as a going concern. Management's plans in regard to these matters are described in Note 2. The consolidated financial statements do not include any adjustments that might result from the outcome of this uncertainty.

/s/ Marcum LLP
New York, NY
May 11, 2011

STEM CELL ASSURANCE, INC. & SUBSIDIARIES
(A COMPANY IN THE DEVELOPMENT STAGE)

Consolidated Balance Sheets

	December 31,	
	2010	**2009**
Assets:		
Current assets:		
Cash	$ 18,074	$ 42
Other current assets	-	5,950
Total current assets	18,074	5,992
Property and equipment, net	446,756	93,676
Intangible assets	3,676	275
Total assets	$ 468,506	$ 99,943
Liabilities and Stockholders' Deficiency:		
Current liabilities:		
Accounts payable	$ 160,187	$ 18,269
Accrued expenses and other current liabilities	341,618	16,610
Notes payable, net of debt discount of $19,476 and $162,235 at December 31, 2010 and 2009, respectively	514,047	116,151
Total current liabilities	1,015,852	151,030
Notes payable, less current maturities	196,876	-
Total liabilities	$ 1,212,728	$ 151,030
Commitments and Contingencies (Note 8)		
Stockholders' deficiency:		
Preferred stock, $0.01 par value; Authorized, 1,000,000 shares; none issued and outstanding at December 31, 2010 and 2009	-	-
Common stock, $0.001 par value; Authorized, 800,000,000 and 500,000,000 shares at December 31, 2010 and 2009, respectively; Issued and outstanding, 461,148,534 and 410,260,500 shares at December 31, 2010 and 2009, respectively	461,149	410,261
Additional paid in capital	2,270,219	1,255,414
Shares issuable	6,971	-
Due from lender	-	(530,000)
Deficit accumulated during development stage	(3,450,561)	(1,186,762)
Treasury stock, at cost, 27,931,034 and -0- shares at December 31, 2010 and 2009, respectively	(32,000)	-
Total stockholders' deficiency	(744,222)	(51,087)
Total liabilities and stockholders' deficiency	$ 468,506	$ 99,943

The accompanying notes are an integral part of the consolidated financial statements.

STEM CELL ASSURANCE, INC. & SUBSIDIARIES
(A COMPANY IN THE DEVELOPMENT STAGE)

Consolidated Statements of Operations

	Period from December 30, 2008 (Inception) to December 31, 2010	Year Ended December 31, 2010	Year Ended December 31, 2009
Revenue	$ -	$ -	$ -
Operating expenses:			
Marketing and promotion	204,122	124,850	79,272
Payroll and benefits	918,574	918,574	-
Consulting expenses	1,380,034	523,749	856,285
General and administrative	718,818	490,544	228,274
Research and development	11,620	11,620	-
Total operating expenses	3,233,168	2,069,337	1,163,831
Operating Loss	(3,233,168)	(2,069,337)	(1,163,831)
Other Income (Expense)			
Other income	11,457	11,432	25
Interest expense	(239,214)	(205,894)	(33,320)
Total Other Income (Expense)	(227,757)	(194,462)	(33,295)
Net loss	$ (3,460,925)	$ (2,263,799)	$ (1,197,126)
Net loss per share – Basic and Diluted	-	$ (0.00)	$ (0.00)
Weighted average number of shares of common stock outstanding-Basic and Diluted	-	470,404,418	357,687,970

The accompanying notes are an integral part of the consolidated financial statements.

STEM CELL ASSURANCE, INC. & SUBSIDIARIES
(A COMPANY IN THE DEVELOPMENT STAGE)
Consolidated Statements of Changes in Stockholders' Deficiency
For the period December 30, 2008 (Inception) to December 31, 2010

	Common Stock		Additional Paid in	Shares	Due From	Deficit Accumulated During Development	Treasury Stock		
	Shares	Amount	Capital	Issuable	Lender	Stage	Shares	Amount	Total
Balance of December 30, 2008 (Inception)	301,999,999	$ 302,000	$ (302,000)	$ -	$ -	$ -	-	$ -	$ -
Net loss for the period ended December 31, 2008	-	-	-	-	-	-	-	-	-
Balance as of December 31, 2008	301,999,999	302,000	(302,000)	-	-	-	-	-	-
Recapitalization of accumulated deficit of Stem Cell Assurance, LLC at time of formation	-	-	(10,364)	-	-	10,364	-	-	-
Shares issued pursuant to reverse recapitalization - April 17, 2009 (at $0.001)	40,403,621	40,404	(40,404)	-	-	-	-	-	-
Shares issued in connection with reverse recapitalization - April 17, 2009 (at $0.001)	60,000,000	60,000	(60,000)	-	-	-	-	-	-
Shares issued pursuant to reverse recapitalization and subsequently cancelled - May 2009 (at $0.001)	(8,275,862)	(8,276)	8,276	-	-	-	-	-	-
Shares issued for consulting services - May 1, 2009 (at $0.035)	10,000,000	10,000	341,000	-	-	-	-	-	351,000
Shares issued for cash - May 1, 2009 (at $0.035)	360,000	360	12,140	-	-	-	-	-	12,500
Shares issued for consulting services - May 1, 2009 (at $0.035)	2,283,000	2,283	77,850	-	-	-	-	-	80,133
Shares issued pursuant to reverse recapitalization and subsequently cancelled - May 15, 2009 (at $0.001)	(4,137,931)	(4,138)	4,138	-	-	-	-	-	-
Shares issued for consulting services - May 15, 2009 (at $0.035)	250,000	250	8,525	-	-	-	-	-	8,775
Shares issued for consulting services - May 26, 2009 (at $0.035)	1,325,000	1,325	45,183	-	-	-	-	-	46,508
Subtotal	404,207,827	$ 404,208	$ 84,344	$ -	$ -	$ 10,364	-	$ -	$ 498,916

The accompanying notes are an integral part of the consolidated financial statements.

STEM CELL ASSURANCE, INC. & SUBSIDIARIES
(A COMPANY IN THE DEVELOPMENT STAGE)
Consolidated Statements of Changes in Stockholders' Deficiency
For the period December 30, 2008 (Inception) to December 31, 2010
(continued)

	Common Stock		Additional Paid in	Shares	Due From	Deficit Accumulated During Development	Treasury Stock		
	Shares	Amount	Capital	Issuable	Lender	Stage	Shares	Amount	Total
Carried Forward	404,207,827	$ 404,208	$ 84,344	$ -	$ -	$ 10,364	-	$ -	$ 498,916
Shares issued for cash - May 26, 2009 (at $0.10)	10,000	10	990	-	-	-	-	-	1,000
Shares cancelled - June 1, 2009 (at $0.035)	(10,000,000)	(10,000)	(341,000)	-	-	-	-	-	(351,000)
Shares issued for cash - June 19, 2009 (at $0.033)	200,000	200	6,300	-	-	-	-	-	6,500
Shares issued for consulting services - June 22, 2009 (at $0.035)	250,000	250	8,525	-	-	-	-	-	8,775
Shares issued pursuant to reverse recapitalization and subsequently cancelled - June 22, 2009 (at $0.001)	(2,068,966)	(2,069)	2,069	-	-	-	-	-	-
Shares issued as debt discount in connection with notes payable - August 5, 2009 (at $0.007)	5,000,000	5,000	31,301	-	-	-	-	-	36,301
Shares issued for consulting services - August 5, 2009 (at $0.0265)	12,103,448	12,103	308,638	-	-	-	-	-	320,741
Shares issued for consulting services - August 5, 2009 (at $0.027)	562,500	563	14,344	-	-	-	-	-	14,907
Shares issued pursuant to reverse recapitalization and retired - September 9, 2009 (at $0.001)	(71,379,309)	(71,379)	71,379	-	-	-	-	-	-
Shares issued for cash - September 10, 2009 (at $0.013)	375,000	375	4,625	-	-	-	-	-	5,000
Shares issued for consulting services - September 10, 2009 (at $0.027)	1,000,000	1,000	25,500	-	-	-	-	-	26,500
Shares issued as debt discount in connection with notes payable - October 5, 2009 (at $0.004)	5,000,000	5,000	16,032	-	-	-	-	-	21,032
Subtotal	345,260,500	$ 345,261	$ 233,047	$ -	$ -	$ 10,364	-	$ -	$ 588,672

The accompanying notes are an integral part of the consolidated financial statements.

STEM CELL ASSURANCE, INC. & SUBSIDIARIES
(A COMPANY IN THE DEVELOPMENT STAGE)
Consolidated Statements of Changes in Stockholders' Deficiency
For the period December 30, 2008 (Inception) to December 31, 2010
(continued)

	Common Stock		Additional Paid in	Shares	Due From	Deficit Accumulated During Development	Treasury Stock		
	Shares	Amount	Capital	Issuable	Lender	Stage	Shares	Amount	Total
Carried Forward	345,260,500	$ 345,261	$ 233,047	$ -	$ -	$ 10,364	-	$ -	$ 588,672
Shares issued for consulting services - November 1, 2009 (at $0.027)	2,000,000	2,000	51,000	-	-	-	-	-	53,000
Shares issued as debt discount in connection with notes payable - November 5, 2009 (at $0.027)	5,000,000	5,000	-	-	-	-	-	-	5,000
Shares issued as debt discount in connection with notes payable - November 23, 2009 (at $0.003)	6,500,000	6,500	15,331	-	-	-	-	-	21,831
Shares issued as debt discount with connection with notes payable - December 8, 2009 (at $0.003)	9,000,000	9,000	21,520	-	-	-	-	-	30,520
Shares issued in connection with debt financings and credit facilitations - December 14, 2009 (at $0.003)	2,500,000	2,500	6,189	-	-	-	-	-	8,689
Shares issued as debt discount in connection with notes payable - December 15, 2009 (at $0.003)	8,000,000	8,000	59,949	-	-	-	-	-	67,949
Shares held as collateral in connection with note payable - December 15, 2009 (at $0.027)	20,000,000	20,000	510,000	-	(530,000)	-	-	-	-
Shares issued for consulting services - December 16, 2009 (at $0.027)	12,000,000	12,000	306,000	-	-	-	-	-	318,000
Warrants granted in connection with consulting services - August 6, 2009 (at $0.01)	-	-	52,379	-	-	-	-	-	52,379
Net loss for the year ended December 31, 2009	-	-	-	-	-	(1,197,126)	-	-	(1,197,126)
Balance as of December 31, 2009	**410,260,500**	**$ 410,261**	**$ 1,255,414**	**$ -**	**$ (530,000)**	**$ (1,186,762)**	**-**	**$ -**	**$ (51,087)**

The accompanying notes are an integral part of the consolidated financial statements.

STEM CELL ASSURANCE, INC. & SUBSIDIARIES
(A COMPANY IN THE DEVELOPMENT STAGE)
Consolidated Statements of Changes in Stockholders' Deficiency
For the period December 30, 2008 (Inception) to December 31, 2010
(continued)

	Common Stock		Additional Paid in	Shares	Due From	Deficit Accumulated During Development	Treasury Stock		
	Shares	Amount	Capital	Issuable	Lender	Stage	Shares	Amount	Total
Balance as of December 31, 2009	410,260,500	$ 410,261	$ 1,255,414	$ -	$ (530,000)	$ (1,186,762)	-	$ -	$ (51,087)
Shares issued for consulting services - January 4, 2010 (at $0.0067)	5,000,000	5,000	28,500	-	-	-	-	-	33,500
Shares issued for cash - February 16, 2010 (at $0.004)	26,000,000	26,000	89,700	-	-	-	-	-	115,700
Shares issued for cash - February 16, 2010 (at $0.003)	12,000,000	12,000	23,600	-	-	-	-	-	35,600
Shares issued for cash - February 16, 2010 (at $0.01)	25,000,000	25,000	225,000	-	-	-	-	-	250,000
Shares issued for consulting services - February 16, 2010 (at $0.007)	10,500,000	10,500	59,850	-	-	-	-	-	70,350
Shares held as collateral returned - February 16, 2010 (at $0.027)	(20,000,000)	(20,000)	(510,000)	-	530,000	-	-	-	-
Shares issued for cash - April 9, 2010 (at $0.01)	2,500,000	2,500	22,500	-	-	-	-	-	25,000
Shares issued for cash - May 28, 2010 (at $0.01)	2,250,000	2,250	20,250	-	-	-	-	-	22,500
Shares issued for services - June 1, 2010 (at $0.007)	500,000	500	3,100	-	-	-	-	-	3,600
Shares issued for cash - June 1, 2010 (at $0.025)	500,000	500	12,000	-	-	-	-	-	12,500
Shares issued for cash – June 21, 2010 (at $0.01)	4,000,000	4,000	36,000	-	-	-	-	-	40,000
Subtotal	478,510,500	$ 478,511	$ 1,265,914	$ -	$ -	$ (1,186,762)	-	$ -	$ 557,663

The accompanying notes are an integral part of the consolidated financial statements.

STEM CELL ASSURANCE, INC. & SUBSIDIARIES
(A COMPANY IN THE DEVELOPMENT STAGE)
Consolidated Statements of Changes in Stockholders' Deficiency
For the period December 30, 2008 (Inception) to December 31, 2010
(continued)

	Common Stock		Additional Paid in	Shares	Due From	Deficit Accumulated During Development	Treasury Stock		
	Shares	Amount	Capital	Issuable	Lender	Stage	Shares	Amount	Total
Carried Forward	478,510,500	$ 478,511	$ 1,265,914	$ -	$ -	$ (1,186,762)	-	$ -	$ 557,663
Shares issued for cash - July 29, 2010 (at $0.01)	4,000,000	4,000	36,000	-	-	-	-	-	40,000
Shares issued for director services - August 10, 2010 (at $0.007)	2,000,000	2,000	12,600	-	-	-	-	-	14,600
Shares issued for consulting services - August 25, 2010 (at $0.007)	24,937,500	24,938	157,106	-	-	-	-	-	182,044
Purchase of treasury shares - August 25, 2010 (at $0.002)	-	-	-	-	-	-	(12,413,793)	(22,000)	(22,000)
Purchase of treasury shares - October 11, 2010 (at $0.001)	-	-	-	-	-	-	(15,517,241)	(10,000)	(10,000)
Shares issued for cash – October 12, 2010 (at $0.02)	6,250,000	6,250	118,750	-	-	-	-	-	125,000
Shares issued pursuant to reverse recapitalization and retired – October 13, 2010 (at $0.001)	(60,332,799)	(60,333)	60,333	-	-	-	-	-	-
Shares issued for consulting services - October 13, 2010 (at $0.008)	500,000	500	3,550	-	-	-	-	-	4,050
Shares issued for consulting services - October 13, 2010 (at $0.008)	333,333	333	2,433	-	-	-	-	-	2,766
Subtotal	456,198,534	$ 456,199	$ 1,656,686	$ -	$ -	$ (1,186,762)	(27,931,034)	$ (32,000)	$ 894,124

The accompanying notes are an integral part of the consolidated financial statements.

STEM CELL ASSURANCE, INC. & SUBSIDIARIES
(A COMPANY IN THE DEVELOPMENT STAGE)
Consolidated Statements of Changes in Stockholders' Deficiency
For the period December 30, 2008 (Inception) to December 31, 2010
(continued)

	Common Stock		Additional Paid in	Shares	Due From	Deficit Accumulated During Development	Treasury Stock		
	Shares	Amount	Capital	Issuable	Lender	Stage	Shares	Amount	Total
Carried Forward	456,198,534	$ 456,199	$ 1,656,686	$ -	$ -	$ (1,186,762)	(27,931,034)	$ (32,000)	$ 894,124
Shares issued for consulting services – November 3, 2010 (at $0.008)	125,000	125	888	-	-	-	-	-	1,013
Shares issued as debt discount in connection with notes payable - November 8, 2010 (at $0.007)	2,700,000	2,700	16,121	-	-	-	-	-	18,821
Shares issue as debt discount in connection with notes payable - November 8, 2010 (at $0.007)	1,000,000	1,000	5,118	-	-	-	-	-	6,118
Shares issued in connection with the exercise of warrants - December 3, 2010 (at $0.015)	125,000	125	1,750	-	-	-	-	-	1,875
Shares issued as debt discount in connection with notes payable - December 14, 2010 (at $0.007)	1,000,000	1,000	5,971	-	-	-	-	-	6,971
Shares issuable as debt discount in connection with notes payable - December 31, 2010 (at $0.007)	-	-	-	6,971	-	-	-	-	6,971
Stock-based compensation expense	-	-	583,685	-	-	-	-	-	583,685
Net loss for the year ended December 31, 2010	-	-	-	-	-	(2,263,799)	-	-	(2,263,799)
Balance as of December 31, 2010	**461,148,534**	**$ 461,149**	**$ 2,270,219**	**$ 6,971**	**$ -**	**$ (3,450,561)**	**(27,931,034)**	**$ (32,000)**	**$ (744,222)**

The accompanying notes are an integral part of the consolidated financial statements.

STEM CELL ASSURANCE, INC. & SUBSIDIARIES
(A COMPANY IN THE DEVELOPMENT STAGE)
Consolidated Statements of Cash Flows

	Period from December 30, 2008 (Inception) to December 31, 2010	Year Ended December 31, 2010	Year Ended December 31, 2009
Cash flows from operating activities:			
Net loss	$ (3,460,925)	$ (2,263,799)	$ (1,197,126)
Adjustments to reconcile net loss to net cash (used in) operating activities:			
Amortization of debt discount	210,727	181,739	28,988
Depreciation	54,770	48,358	6,412
Stock-based compensation	1,825,325	895,608	929,717
Changes in operating assets and liabilities:			
Accounts payable	100,187	81,918	18,269
Accrued expenses and other current liabilities	337,618	321,008	16,610
Other current assets	-	5,950	(5,950)
Net cash used in operating activities	(932,298)	(729,218)	(203,080)
Cash flows from investing activities:			
Purchase of property and equipment	(145,471)	(45,383)	(100,088)
Acquisition of intangible assets	(3,676)	(3,401)	(275)
Net cash used in investing activities	(149,147)	(48,784)	(100,363)
Cash flows from financing activities:			
Proceeds from notes payable	611,139	332,654	278,485
Repayment of loans payable	(176,795)	(176,795)	-
Sale of common stock for cash	691,300	666,300	25,000
Proceeds from exercise of warrants	1,875	1,875	-
Repurchase of common stock	(28,000)	(28,000)	-
Net cash provided by financing activities	1,099,519	796,034	303,485
Net increase in cash	18,074	18,032	42
Cash, beginning of the period	-	42	-
Cash, end of the period	$ 18,074	$ 18,074	$ 42
Supplemental disclosure of cash flow information:			
Interest paid	$ 16,847	$ 16,847	$ -
Taxes paid	$ -	$ -	$ -

The accompanying notes are an integral part of the consolidated financial statements.

STEM CELL ASSURANCE, INC. & SUBSIDIARIES
(A COMPANY IN THE DEVELOPMENT STAGE)
Consolidated Statements of Cash Flows (continued)

	Period from December 30, 2008 (Inception) to December 31, 2010	Year Ended December 31, 2010	Year Ended December 31, 2009
Supplementary disclosure of non-cash investing and financing activities:			
Shares issued as debt discount in connection with notes payable	$ 223,232	$ 31,910	$ 191,322
Shares (returned) issued as collateral in connection with notes payable	$ -	$ (530,000)	$ 530,000
Shares issued in connection with reverse recapitalization	$ 362,000	$ -	$ 362,000
Shares issued pursuant to reverse recapitalization and subsequently cancelled	$ 146,195	$ 60,333	$ 85,862
Shares issuable as debt discount in connection with note payable	$ 6,971	$ 6,971	$ -
Purchase of property and equipment for note payable	$ 291,055	$ 291,055	$ -
Purchase of property and equipment for account payable	$ 60,000	$ 60,000	$ -
Accrued payable for treasury shares repurchased	$ 7,000	$ 7,000	$ -

The accompanying notes are an integral part of the consolidated financial statements.

1. Business Organization and Nature of Operations

On April 17, 2009, Stem Cell Assurance, LLC ("SCA, LLC") completed a transaction with Traxxec, Inc. ("Traxxec"), a company incorporated on June 13, 1997 under the laws of the state of Nevada under the name "Columbia River Resources Inc." Pursuant to the agreement, SCA, LLC was converted into Traxxec, Inc. and the former members of SCA, LLC were issued approximately 302,000,000 shares, or approximately 75% of the outstanding shares of common stock of Traxxec, Inc. In addition, on April 17, 2009, pursuant to the agreement, an additional 60,000,000 shares were issued to a shareholder of Traxxec. Traxxec was a non-operating shell company, was authorized to issue 1,000,000 shares of preferred stock and 500,000,000 shares of common stock. On the date of the transaction, Traxxec had 0 shares of preferred stock and 40,403,621 shares of common stock issued and outstanding. The transaction was accounted for as a reverse recapitalization, whereby SCA, LLC is deemed to be the acquirer for accounting purposes. The net assets received in the transaction were recorded at historical costs. On August 17, 2009, Traxxec, Inc. changed its name to Stem Cell Assurance, Inc. (the "Company"). The consolidated financial statements set forth in this report for all periods prior to the reverse recapitalization are the historical financial statements of SCA, LLC and have been retroactively restated to give effect to the transaction. The operations of SCA, LLC from December 30, 2008 (inception) to the date of the transaction have been included in operations.

The Company has been presented as a "development stage enterprise". The Company's primary activities since inception have been the research and development of its business plan, negotiating strategic alliances and other agreements, and raising capital. The Company has not commenced its principal operations, nor has it generated any revenues from its operations.

The Company intends to enter into the biological product tool market by developing a product portfolio targeted to meet the demands of the large pharmaceutical companies' drug discovery and development platforms. The Company currently is developing an infrastructure to establish a laboratory capable of producing a wide range of biological tools.

The Company intends to use cell and tissue regenerative therapy protocols, primarily involving a patient's own (autologous) adult stem cells (non-embryonic), to allow patients to undergo cellular-based treatments. As more and more cellular therapies become standard of care, the Company intends to incorporate adult stem cell collection and storage services for future personal medical applications. The Company also operates a wholly-owned subsidiary, Stem Cellutrition™, LLC, which plans to offer and sell facial creams and products, and Lipo Rejuvenation Centers, Inc, which is inactive.

2. Going Concern and Management Plans

The Company's primary source of operating funds since inception has been its stockholders and note financings. The Company intends to raise additional capital through private debt and equity investors. The Company is currently a development stage enterprise and there is no assurance that these funds will be sufficient to enable the Company to fully complete its development activities or attain profitable operations.

As of December 31, 2010, the Company had a working capital deficiency and a stockholders' deficiency of $997,778 and $744,222, respectively. The Company has not generated any revenues and incurred net losses of $3,460,925 during the period from December 30, 2008 (Inception) through December 31, 2010. These conditions raise substantial doubt about the Company's ability to continue as a going concern. The accompanying consolidated financial statements have been prepared in conformity with accounting principles generally accepted in the United States of America, which contemplate continuation of the Company as a going concern and the realization of assets and satisfaction of liabilities in the normal course of business. The carrying amounts of assets and liabilities presented in the financial statements do not necessarily purport to represent realizable or settlement values. The financial statements do not include any adjustment that might result from the outcome of this uncertainty.

Subsequent to December 31, 2010, the Company secured additional debt financing of $1,437,500. See Note 11.

3. Summary of Significant Accounting Policies

Principles of Consolidation

The consolidated financial statements of the Company include the accounts of Stem Cellutrition, LLC and Lipo Rejuvenation Center, Inc. All significant intercompany transactions have been eliminated in the consolidation.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent liabilities at dates of the financial statements and the reported amounts of revenue and expenses during the periods. Actual results could differ from these estimates. The Company's significant estimates and assumptions include depreciation and the fair value of the Company's stock, stock-based compensation, debt discount and deferred tax assets, including a valuation allowance.

Concentrations of Credit Risk

The Company maintains deposits in a financial institution which is insured by the Federal Deposit Insurance Corporation ("FDIC"). At various times, the Company has deposits in this financial institution in excess of the amount insured by the FDIC.

Cash

The Company considers all highly liquid investments with an original maturity of three months or less when purchased to be cash equivalents. As of December 31, 2010 and 2009, the Company does not have any cash equivalents.

Property and Equipment

Property and equipment are stated at cost, net of accumulated depreciation which is recorded using the straight line method at rates sufficient to charge the cost of depreciable assets to operations over their estimated useful lives, which range from 3 to 5 years. Maintenance and repairs are charged to operations as incurred.

Intangible Assets

Intangible assets are comprised of trademarks. Once placed into service, the Company amortizes the cost of the intangible assets over their useful lives, which is estimated to be 10 years, on a straight line basis.

Advertising

Advertising costs are charged to operations as incurred. For the years ended December 31, 2010 and December 31, 2009, the Company incurred advertising costs of $124,850 and $78,272, respectively. For the period from December 30, 2008 (Inception) to December 31, 2010, the Company's total advertising expense amounted to $204,122.

Research and Development

Research and development expenses are charged to operations as incurred. For the years ended December 31, 2010 and December 31, 2009, the Company incurred research and development expenses of $11,620 and $0, respectively. For the period from December 30, 2008 (inception) to December 31, 2010, the Company's total research and development expenses amounted to $11,620.

Income Taxes

The Company accounts for income taxes using the liability method. Under this method, deferred tax assets and liabilities are determined based on differences between the financial reporting and tax basis of such assets and liabilities.

The Company adopted the provisions of ASC Topic 740-10, which prescribes a recognition threshold and measurement process for financial statements recognition and measurement of a tax position taken or expected to be taken in a tax return. The guidance also prescribes direction on derecognition, classification, interest and payables accounting in interim financial statements and related disclosures. The adoption of ASC Topic 740-10 did not have a material impact on the Company's consolidated financial statements.

Management has evaluated and concluded that there were no material uncertain tax positions requiring recognition in the Company's financial statements for the years ended December 31, 2010 and 2009.

Net Loss Per Share

Basic earnings (loss) per common share is computed by dividing net loss by the weighted average number of common shares outstanding during the period. Diluted earnings per common share is computed by dividing net earnings by the weighted average number of common shares outstanding, plus the issuance of common shares, if dilutive, resulting from the exercise of outstanding stock options and warrants.

The Company's issued and outstanding common shares as of December 31, 2010 and 2009 do not include the underlying shares issuable upon the exercise of the 72,000,000 options and 2,000,000 warrants as of December 31, 2010 and 2,000,000 warrants as of December 31, 2009 with an exercise price of $0.01 or less. See Note 10. In accordance with ASC 260, the Company has given effect to the issuance of these options and warrants in computing basic and diluted net loss per share.

Stock-Based Compensation

The Company accounts for equity instruments to non-employees in accordance with accounting guidance which requires that such equity instruments are recorded at their fair value on the measurement date, which is typically the date the services are performed. Stock-based compensation is reflected in general and administrative expenses for all periods presented.

The Company accounts for equity instruments issued to employees in accordance with accounting guidance that requires awards are recorded at their fair value on the date of grant and are amortized over the vesting period of the award. The Company recognizes compensation costs over the requisite service period of the award, which is generally the vesting term of the options associated with the underlying employment agreement, if applicable.

Impairment of Long-lived Assets

The Company reviews for the impairment of long-lived assets whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. An impairment loss would be recognized when estimated future cash flows expected to result from the use of the asset and its eventual disposition is less than its carrying amount. The Company has not identified any such impairment losses.

Fair Value of Financial Instruments

The carrying amounts of cash, accounts payable, and accrued liabilities approximate fair value due to the short-term nature of these instruments. The carrying amounts of our short term credit obligations approximate fair value because the effective yields on these obligations, which include contractual interest rates taken together with other features such as concurrent issuance of warrants and/or embedded conversion options, are comparable to rates of returns for instruments of similar credit risk.

The Company measures the fair value of financial assets and liabilities based on the guidance of ASC 820 "Fair Value Measurements and Disclosures" which defines fair value, establishes a framework for measuring fair value, and expands disclosures about fair value measurements.

ASC 820 defines fair value as the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. ASC 820 also establishes a fair value hierarchy, which requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. ASC 820 describes three levels of inputs that may be used to measure fair value:

Level 1 — quoted prices in active markets for identical assets or liabilities

Level 2 — quoted prices for similar assets and liabilities in active markets or inputs that are observable

Level 3 — inputs that are unobservable (for example, cash flow modeling inputs based on assumptions)

No such items existed as of December 31, 2010 or 2009.

Recent Accounting Pronouncements

In January 2010, the FASB issued guidance requiring new disclosures and clarifying existing disclosure requirements about fair value measurement. The FASB's objective is to improve these disclosures and, thus, increase the transparency in financial reporting. Specifically, the amendments now require a reporting entity to:

- Disclose separately the amounts of significant transfers in and out of Level 1 and Level 2 fair value measurements and describe the reasons for the transfers; and

- Present separately information about purchases, sales, issuances, and settlements in the reconciliation for fair value measurements using significant unobservable inputs.

In addition, the guidance clarifies the requirements of the following disclosures:

- For purposes of reporting fair value measurement for each class of assets and liabilities, a reporting entity needs to use judgment in determining the appropriate classes of assets and liabilities; and

- A reporting entity is to provide disclosures about the valuation techniques and inputs used to measure fair value for both recurring and nonrecurring fair value measurements.

The guidance is effective for interim and annual reporting periods beginning after December 15, 2009, except for the disclosures about purchases, sales, issuances, and settlements in the roll forward of activity in Level 3 fair value measurements. Those disclosures are effective for fiscal years beginning after December 15, 2010, and for interim periods within those fiscal years. Early application is permitted. The Company adopted the revised disclosure guidance in the first quarter of 2009 and the adoption did not have a material impact on the Company's consolidated financial statements as of and for the years ended December 31, 2010 and 2009.

In February 2010, the FASB issued an update which amends the subsequent events disclosure guidance. The amendments include a definition of an SEC filer, requires an SEC filer to evaluate subsequent events through the date the financial statements are issued, and removes the requirement for an SEC filer to disclose the date through which subsequent events have been evaluated. This guidance was effective upon issuance for the Company.

The Company does not believe that there are any other new accounting pronouncements that the Company is required to adopt that are likely to have a material effect on the Company's consolidated financial statements upon adoption.

Subsequent Events

Management has evaluated subsequent events to determine whether events or transactions occurring through May 11, 2011, the date on which the financial statements were available to be issued, will require potential adjustment to or disclosure in the Company's financial statements.

4. Property and Equipment

Property and Equipment include the following:

	December 31, 2010	December 31, 2009
Office equipment	$ 7,487	$ 1,147
Medical equipment	474,356	95,241
Furniture and fixtures	7,142	3,700
Computer software and equipment	12,541	-
	501,526	100,088
Less: accumulated depreciation	(54,770)	(6,412)
Property and Equipment, net	$ 446,756	$ 93,676

Depreciation expense amounted to $48,358 and $6,412 for the years ended December 31, 2010 and 2009, respectively. Depreciation expense for the period from December 30, 2008 (inception) to December 31, 2010 was $54,770.

5. Accrued Expenses and Other Liabilities

Accrued expenses and other current liabilities are comprised of the following:

	December 31, 2010	December 31, 2009
Accrued loan interest	$ 11,116	$ 4,504
Credit card payable	20,132	8,106
Accrued payroll and severance	215,833	-
Accrued payroll taxes	14,537	-
Other accrued expenses	80,000	4,000
Total	$ 341,618	$ 16,610

6. Notes Payable

During the years ended December 31, 2010 and 2009, the Company issued certain notes payable aggregating $332,654 and $278,485, respectively. The notes bear interest between 0% and 15% per annum (weighted average interest rate of 11.75%) and are due on various dates through November 2011. Certain of the notes payable agreements were non-interest bearing. The Company calculated the imputed interest associated with non-interest bearing notes and the resulting expense was deemed de minimus to the financial statements for the years ended December 31, 2010 and 2009. In connection with the notes payable, the Company also issued 4,700,000 and 41,000,000 common shares to certain lenders during 2010 and 2009, respectively. The relative fair value of the shares issued was $31,910 and $191,322, respectively, and has been recognized as a debt discount on the dates that the respective notes were issued. Such amount is being amortized to interest expense over the terms of the respective notes. During the years ended December 31, 2010 and 2009, the Company recognized $181,739 and $28,988 in amortization of the deferred debt discount, respectively. Aggregate amortization of debt discount from December 30, 2008 (inception) through December 31, 2010 was $210,727. As of December 31, 2010, the Company has included $6,971 of the debt discount as shares issuable as the note payable agreement was made but the 1,000,000 shares were not issued until subsequent to year end.

During the year ended December 31, 2010, the Company purchased certain property and equipment with a value of $304,055. In February 2011, the Company renegotiated the terms of the payable with the vendor and entered into a promissory note for the balance due as of December 31, 2010 of $291,055. In accordance with ASC 470, the Company reclassified a portion of this payable to long-term on the balance sheet as of December 31, 2010, since the event occurred after the balance sheet date, but before the financial statements were issued. The promissory note calls for monthly installments of $8,094, including an effective interest rate of 6%. The note matures on February 1, 2014 and is collateralized by the equipment purchased.

Maturities of the Company's notes payable at December 31, 2010 are as follows:

For the Years Ending December 31,	Amount
2011	$ 533,523
2012	87,700
2013	93,109
2014	16,067
Total	**$ 730,399**

7. Income Taxes

The tax effects of temporary differences that give rise to deferred tax assets are presented below:

	For the Years Ended December 31,	
	2010	**2009**
Deferred Tax Assets:		
Net operating loss carryforward	$ 1,140,069	$ 466,355
Non-deductible stock-based compensation	221,800	-
Non-deductible accrued bonus	17,100	-
Non-deductible severance costs	45,600	-
Charitable contribution carryforward	133	133
Total deferred tax assets	1,424,702	466,488
Deferred Tax Liabilities:		
Fixed asset depreciation	(148,065)	(16,916)
Total deferred tax liabilities	(148,065)	(16,916)
Total deferred tax asset	1,276,637	449,572
Valuation allowance	(1,276,637)	(449,572)
Deferred tax asset, net of valuation allowance	$ -	$ -
Changes in valuation allowance	$ 827,065	$ -

A reconciliation of the statutory federal income tax rate to the Company's effective tax rate is as follows:

	Year Ended December 31,	
	2010	**2009**
Tax benefit at federal statutory rate	(34)%	(34)%
State income taxes, net of federal tax benefit	(4)%	(4)%
Permanent differences	-	-
Change in valuation allowance	38%	38%
Effective income tax rate	-	-

The Company assesses the likelihood that deferred tax assets will be realized. To the extent that realization is not likely, a valuation allowance is established. Based upon the Company's history of losses since inception, management believes that it is more likely than not that future benefits of deferred tax assets will not be realized. The Company does not expect any significant changes in the unrecognized tax benefits within twelve months of the reporting date.

At December 31, 2010 and 2009, the Company had approximately $3,000,000 and $1,227,000, respectively, of federal and state net operating losses that may be available to offset future taxable income. The net operating loss carry forwards, if not utilized, will expire from 2029 to 2030 for federal purposes. In accordance with Section 382 of the Internal Revenue Code, the usage of the Company's net operating loss carry forward is deemed to be limited due to the of a change in ownership in April 2009.

The Company classifies interest expense and any related penalties related to income tax uncertainties as a component of income tax expense. No interest or penalties have been recognized as of December 31, 2010 and 2009.

The Company files income tax returns in the U.S. federal jurisdiction and the state of Florida, and is subject to examination by the various taxing authorities. The Company's federal and state income tax returns for the tax years after 2009 remain subject to examination.

8. Commitments and Contingencies

Operating lease

The Company leases office space in Boca Raton, Florida under a month to month operating lease. See Note 11.

Rent expense amounted to $29,000 and $18,000 for the years ended December 31, 2010 and 2009, respectively. Rent expense for the period from December 30, 2008 (inception) to December 31, 2010 was $47,000.

Letters of Credit

The Company has purchased certain equipment from suppliers by means of letters of credit. As of December 31, 2010 and 2009, there were no outstanding balances for these letters of credit.

Pursuant to a Credit Support, Security and Registration Rights Agreement, dated as of August 17, 2010, between the Company and Quick Capital of L.I. Corp. ("Quick Capital"), and in connection with issuances of certain letters of credit with regard to purchases of equipment by the Company, the Company issued to Quick Capital 24,937,500 shares of common stock valued at $182,044 for their consulting services. See Note 11.

Litigations, Claims and Assessments

In the normal course of business, the Company may be involved in legal proceedings, claims and assessments arising in the ordinary course of business. Such matters are subject to many uncertainties, and outcomes are not predictable with assurance. In the opinion of management, the ultimate disposition of these matters will not have a material adverse effect on the Company's consolidated financial position or results of operations. See Note 11.

Employment Agreements/Consulting Agreements

Chief Executive Officer

Effective October 4, 2010, the Company entered into an employment agreement with its Chief Executive Officer. The employment agreement provided for an initial term of three years. The employment agreement provides for minimum compensation of $360,000 during the initial year, $480,000 during the second year and $600,000 during the third year. In the event the term of the employment agreement is extended beyond the initial term, the base salary payable shall be increased by 20% per annum. The agreement also includes certain severance provisions.

Pursuant to the employment agreement, the Chief Executive Officer is entitled to an annual bonus in an amount equal to 50% of his then current salary. The bonus shall be payable in quarterly installments, commencing on the three month anniversary of the commencement of the employment agreement and continuing on each three month anniversary and shall not be subject to any condition.

Vice President of Operations

Effective December 1, 2010, the Company entered into an employment agreement with its Vice President of Operations. Pursuant to the employment agreement, the Vice President of Operations is entitled to receive $75,000 per annum (subject to increase to $90,000 per annum effective upon her relocation to the Company's Jupiter, Florida offices; such relocation occurred as of February 1, 2011). The agreement also provides for certain severance provisions.

Consulting/Employment Agreement

Pursuant to a consulting/employment entered into as of September 23, 2009, the Company retained an individual to serve as Acting Director of Medical Alliances. The agreement provides for an initial three year term and a compensation of $52,000 per annum. In addition, the individual was issued 5,000,000 shares of common stock valued at $5,000.

Termination Agreement

On December 15, 2010 the Company entered into a termination/severance agreement with its former President (the "Executive"). The Company agreed to pay the Executive, as severance, the aggregate amount of $120,000 payable over a two year period. Such amount has been included in accrued expenses and other current liabilities as of December 31, 2010.

9. Stockholders' Deficiency

Authorized Capital

The Company is authorized to issue from 800,000,000 shares (increased from 500,000,000 shares on December 7, 2010) of common stock, $0.001 par value, and 1,000,000 shares of preferred stock, $0.01 par value. The holders of the Company's common stock are entitled to one vote per share. Subject to the rights of holders of preferred stock, if any, the holders of common stock are entitled to receive ratably such dividends, if any, as may be declared by the Board of Directors out of legally available funds. Subject to the rights of holders of preferred stock, if any, upon liquidation, dissolution or winding up of the Company, holders of common stock are entitled to share ratably in all assets of the Company that are legally available for distribution.

Common Stock

The Company issued for consulting services 31,773,998 shares of common stock valued at $877,338 in 2009 and 43,895,833 shares of common stock valued at $311,923 in 2010. The fair market value of such instruments was calculated on the date of issuance. See Note 10.

The Company sold 945,000 shares for an aggregate price of $25,000 in 2009 and 82,500,000 shares for an aggregate price of $666,300 in 2010.

In 2010, warrants were exercised for the purchase of 125,000 shares at an aggregate exercise price of $1,875.

Stockholders cancelled an aggregate of 85,862,068 shares in 2009 and 60,332,799 shares in 2010. On December 15, 2010, the Company agreed to reissue 12,576,811 shares back to its former President. These shares were issued to the Company's former President on January 12, 2011.

The Company repurchased 15,517,241 shares from stockholders for an aggregate purchase price of $10,000 in 2010.

On November 8, 2010, the Company entered into a Settlement Agreement with Gene Thomas Jr. The Company had agreed to purchase from Mr. Thomas 12,413,792 shares of Company stock for the total sum of $22,000 for the purpose of retirement to Treasury. Pursuant to the settlement agreement, the Company and Mr. Thomas agreed to three installment payments of $8,000, $7,000 and $7,000 payable in November and December 2010 and January 2011, respectively. Of this amount, $7,000 has been recorded as a current liability as of December 31, 2010 and was paid subsequent to December 31, 2010.

During the year ended December 31, 2009, the Company issued 20,000,000 shares of common stock to a lender valued at $530,000 as collateral for certain loans. These shares were returned to the Company in February 2010.

10. Stock-Based Compensation

Stock Options

On November 17, 2010, the Board of Directors of the Company adopted the 2010 Equity Participation Plan (the "Plan"). Pursuant to the Plan, up to 100,000,000 shares of common stock may be issued to the Company's employees, non-employee directors, consultants and advisors. Stockholder approval of the Plan was obtained effective as of December 15, 2010.

On December 15, 2010, pursuant to the Plan, the Company granted to its officers, directors and employees, options for the purchase of an aggregate of 22,000,000 shares of its common stock at an exercise price of $0.01 per share, valued at $174,243. The options vested immediately and are exercisable for a period of ten years from the date of grant.

On December 23, 2010, pursuant to the Plan and in connection with the employment agreement discussed in Note 8, the Company granted to its Chief Executive Officer options for the purchase of 50,000,000 shares of its common stock at an exercise price of $0.001 per share, valued at $409,441. The options vested immediately and are exercisable for a period of ten years from the date of grant.

Stock option amortization expense for employees and directors was $583,685 and $0 for the years ended December 31, 2010 and 2009, respectively, and $583,685 from December 30, 2008 (inception) to December 31, 2010.

The fair value of each option granted during the year ended December 31, 2010 was estimated on the date of grant using the Black-Scholes model.

The following assumptions were used to compute the grant date value of the options granted during the years ended December 31, 2010 and 2009:

	2010	2009
Dividend Yield	0%	-
Expected Volatility	207%	-
Risk-free interest rate	1.93%	-
Expected lives	5.0 years	-

Since the Company's shares are not currently publicly traded, the fair value of the Company's equity instruments was estimated using a share price derived from the quarterly rolling weighted average cash price paid to the Company for recent purchases of shares of common stock. The expected life of options granted during the year ended December 31, 2010 was calculated using the simplified method set out in SEC Staff Accounting Bulletin No. 107, as amended by No. 110, using the vesting term set forth in the option agreements and the expected contractual term of 10 years. The simplified method defines the expected life as the average of the contractual term and the vesting period.

The weighted average fair value of the options on the date of grant, using the fair value based methodology, for the year ended December 31, 2010 was $0.0081.

Because the Company's employee stock options have characteristics significantly different from those of traded options and warrants, and because changes in the subjective input assumptions can materially affect the fair value estimate, in management's opinion, the existing models do not necessarily provide a reliable single measure of the fair value of its employee stock options. The fair value of stock-based payment awards was estimated using the Black-Scholes option pricing model using a volatility figure derived from an index of comparable entities. Management will review this assumption as the Company's trading history becomes a better indicator of value.

A summary of the status of the Company's stock options and the changes during the years ended December 31, 2010 and 2009 are presented in the tables below:

	Shares	Weighted Average Exercise Price	Weighted Average Remaining Contractual Terms	Aggregate Intrinsic Value
Options outstanding at January 1, 2009	-	-	-	-
Granted	-	-		
Expired	-	-		
Cancelled	-	-		
Exercised	-	-		
Options outstanding at December 31, 2009	-	-	-	-
Granted	72,000,000	$ 0.004		
Expired	-	-		
Cancelled	-	-		
Exercised	-	$ -		
Options outstanding at December 31, 2010	72,000,000	$ 0.004	9.98	$ 365,000
Option exercisable at December 31, 2010	72,000,000	$ 0.004	9.98	$ 365,000

Number Outstanding	Weighted Average Remaining Years of Contractual Life	Weighted Average Exercise Price	Number Exercisable	Weighted Average Exercise Price
50,000,000	9.99	$ 0.001	50,000,000	$ 0.001
22,000,000	9.96	$ 0.01	22,000,000	$ 0.01

Warrants

On August 5, 2009, the Company issued warrants to two consultants for the purchase of an aggregate of 2,000,000 shares of the Company's common stock, valued at $52,379. The warrants vested immediately, expire on August 5, 2014 and have an exercise price of $0.01 per share.

On August 12, 2010, the Company issued warrants to a consultant for the purchase of 125,000 shares of the Company's common stock, valued at $808. The warrants vested immediately, expire on August 12, 2013 and have an exercise price of $0.015 per share. The warrants were exercised during the year ended December 31, 2010.

Equity instruments issued to non-employees are recorded at their fair value at grant date. Stock-based compensation for non-employees was $808 and $52,378 for the years ended December 31, 2010 and 2009, respectively, and $53,186 from December 30, 2008 (inception) to December 31, 2010.

The fair value of each warrant granted during the years ended December 31, 2010 and 2009 was estimated on the date of grant using the Black-Scholes model.

The following assumptions were used to compute the grant date value of the warrants granted during the years ended December 31, 2010 and 2009:

	2010	2009
Dividend yield	0%	0%
Expected volatility	207%	207%
Risk-free interest rate	1.21%	2.2%
Expected lives	3.0 yrs.	3.0 yrs.

	Shares	Weighted Average Exercise Price	Weighted Average Remaining Contractual Term	Aggregate Intrinsic Value
Warrants outstanding at January 1, 2009	-	-	-	-
Granted	2,000,000	$ 0.01		
Expired	-	-		
Exercised	-	-		

Warrants outstanding at December 31, 2009	2,000,000	$ 0.01	4.60	$ -
Granted	125,000	$ 0.015		
Expired	-	-		
Exercised	(125,000)	$ 0.015		
Warrants outstanding at December 31, 2010	2,000,000	$ 0.01	3.60	$ -

11. Subsequent Events

Stem Cell Cayman, Ltd.

On February 1, 2011, the Company formed Stem Cell Cayman, Ltd. as a wholly-owned subsidiary in the Cayman Islands.

Note Financing

During the first quarter of 2011, the Company and its wholly-owned subsidiary, Stem Cell Cayman Ltd., obtained debt financing in the aggregate amount of $1,437,500, of which $12,500 has been repaid. The remaining debt is repayable three months from the date of issuance of the respective notes; however, the Company has the right to extend the maturity date for an additional three months. During the initial three month period of the notes, the rate of interest will be 10% per annum; during any extension period, the interest rate would be increased to 15% per annum. In connection with the financing, an aggregate of 28,750,000 shares of common stock of the Company were issued to the lenders, valued at approximately $201,250.

During the first quarter of 2011, the Company exercised its option to extend for a three month period to May 4, 2011 the maturity date for notes in the aggregate principal amount of $135,000.

In addition, during the first quarter of 2011, the Company exercised its option to extend for a three month period the maturity date for three additional notes each in the principal amount of $50,000. The new maturity dates for the notes are June 9, 2011, June 30, 2011 and July 14, 2011, respectively.

Consulting Agreements

Effective March 1, 2011, the Company entered into consulting agreements with TDA Consulting Services, Inc. (“TDA”) and Vintage Holidays L.L.C. (“Vintage”) in connection with the implementation of its business plan.

Pursuant to the agreement with TDA, which has a term that expires on March 31, 2012, TDA is to provide consultation and assistance with regard to the Company’s efforts to have its securities listed on the OTC Bulletin Board or a securities exchange, establish an offshore stem cell treatment facility, develop business, including with regard to acquisition and joint venture opportunities, develop a physician distribution network for the sale of the Company’s stem cell skin care products, and comply with regulatory requirements. Pursuant to the agreement with TDA, the Company paid TDA $35,000 in consideration of services rendered to date and a $25,000 retainer for services to be rendered during the term. The Company also agreed to pay TDA an aggregate of an additional $130,000, and issue to TDA an aggregate of 10,500,100 shares of common stock, to be paid and issued in equal monthly installments during the term of the agreement.

Pursuant to the agreement with Vintage, which has a term that expires on June 30, 2011, Vintage is to provide consultation and assistance with regard to the Company's efforts to market itself with respect to medical tourism, establish business relationships with governmental officials, and establish an offshore stem cell treatment facility. Pursuant to the agreement with Vintage, the Company paid Vintage $20,000 in consideration of services rendered to date and a $10,000 retainer for services to be rendered during the term. The Company also agreed to pay Vintage an aggregate of an additional $20,000, and issue to Vintage an aggregate of 5,000,000 shares of common stock, to be paid and issued in equal monthly installments during the term of the agreement.

Effective April 7, 2011, the Company entered into a consulting agreement with Dr. Joseph J. Ross in connection with the implementation of its business plan. Pursuant to the agreement with Dr. Ross, subject to the satisfaction of certain conditions, he is entitled to receive options for the purchase of up to 5,000,000 shares of common stock.

Settlement Agreements

Quick Capital of L.I. Corp.

Effective February 23, 2011, the Company entered into a Settlement Agreement with Quick Capital of L.I. Corp. ("Quick Capital") and Olde Estate, LLC ("Olde Estate"). Pursuant to the Settlement Agreement, the Company paid to Quick Capital approximately $36,000 and issued to Olde Estate 8,312,500 shares of its common stock valued at approximately $58,200 in satisfaction of the Company's monetary and stock issuance obligations to Quick Capital and Olde Estate under a Credit Support, Security and Registration Rights Agreement, dated as of August 17, 2010.

Tommy Berger/Stem Cell Research Company, LLC

Effective January 29, 2011, the Company terminated its relationship with Tommy Berger, a founder of the Company. Pursuant and subject to the terms and conditions of the Termination Agreement between the parties, Mr. Berger waived any rights he may have had pursuant to a certain employment agreement entered into with the Company in August 2010 and the Company agreed to pay to Stem Cell Research Company, LLC ("Stem Cell Research"), a principal shareholder of the Company, $180,000 over a 12 month period. In addition, pursuant to the Termination Agreement, each of Mr. Berger and Stem Cell Research has agreed to certain restrictive covenants, including with regard to the sale of shares of common stock of the Company.

ThermoGenesis Corp.

On February 1, 2011, the Company entered into an Equipment Purchase Agreement with ThermoGenesis Corp. with regard to the purchase of a piece of equipment. Pursuant to the agreement, which superseded an earlier agreement between the parties, ThermoGenesis agreed that the remaining purchase price for the equipment of $291,055 could be paid as follows: (i) $25,000 upon signing and (ii) the balance over a three year period, together with interest at the rate of 6% per annum.

Sound Surgical Technologies, LLC

On March 8, 2011, the Company and Sound Surgical Technologies, LLC ("Sound Surgical") entered into a Settlement Agreement and Release of Claim (the "Settlement Agreement") pursuant to which the parties agreed that the Company's purchase from Sound Surgical of one piece of equipment was cancelled, the Company's obligations under a certain purchase agreement were terminated and the Company retained one piece of purchased equipment. On March 8, 2011, the Company paid to Sound Surgical $65,000 in connection with the purchase of the retained equipment and to complete the Settlement Agreement.

Stock Grants

In January 2011, pursuant to an amended employment agreement with the Company's Chief Executive Officer, the Company issued to him 15,000,000 shares of common stock valued at $124,500.

In April 2011, in connection with their appointment as directors of the Company, two individuals were each granted 5,000,000 shares of common stock valued at approximately $35,000. One-half of the shares vested upon grant and the other half vests in April 2012.

Real Estate Lease

On January 20, 2011, the Company entered into a three year lease agreement with respect to premises located at the Alexandria Innovation Center in Jupiter, Florida. The lease expires on January 31, 2014 and provides for a base monthly rent of $6,052 for the initial year, $6,234 during the second year and $6,422 during the third year; however, pursuant to the lease, no base rent is payable during the initial year. Effective May 1, 2011, the Company terminated its lease in Boca Raton, Florida.

Vice President of Research and Development

Effective April 5, 2011, the Company entered into an employment agreement with its Vice President of Research and Development. Pursuant to the employment agreement, the Vice President of Research and Development is entitled to receive $150,000 per annum and a bonus, subject to the satisfaction of certain conditions, of up to $55,000 and options for the purchase of up to 3,150,000 shares of common stock. The agreement also provides for severance. Concurrently with the execution of the employment agreement, the Company granted to the Vice President of Research and Development options for the purchase of 4,000,000 shares of common stock.

2010 Equity Participation Plan

On March 28, 2011, the Board of Directors of the Company increased the number of shares of common stock that may be issued pursuant to the Plan to 200,000,000. Stockholder approval of the increase was obtained effective as of April 4, 2011.

SIGNATURES

Pursuant to the requirements of Section 12 of the Securities Exchange Act of 1934, the Registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized.

Date: May 11, 2011

STEM CELL ASSURANCE, INC.

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

Acquisition of Medify Solutions Ltd Registered in England No. 04563797

THIS AGREEMENT is entered into this 27th day of November, 2007 by and between Columbia River Resources Inc, Nevada Corporation (the "Buyer"), and Medify Solutions Ltd., a UK Company (the "seller") who's principle place of business 1 Floor, Victory Point, Nelson Court, Staffordshire Technology Park, Stafford, Staffs, UK, ST18 OGP.

WHEREAS, the Buyer is a Resource Company developed to acquire new solutions and products that will conduct business in various jurisdictions in the areas of health care information dissemination via telecommunications, secure servers and Medify's own technology.

WHEREAS, the seller has Meclify Remote and SystmOne Remote, secure mobile access to patient note software solutions designed to operate on Windows Mobile equipped smartphone/PDA platforms.

And

WHEREAS, the seller has 100 (one hundred) common shares issued and outstanding and no options warrants or preferred shares (refer to exhibit D);

And

WHEREAS, the buyer has 45,200,000 outstanding.
And

WHEREAS, the buyer is a non reporting public company presently listed on the NASD Electronic Pink Sheets:

And

WHEREAS, the buyer is interested in acquiring all of the outstanding stock of the seller, making the seller a wholly owned subsidiary of the buyer, subject to the terms and conditions stated herein.

NOW THEREFORE, it is agreed as follows:

1. **Acquisition of Medify Solutions Ltd (UK).** The Buyer hereby agrees to acquire 100% of the outstanding shares of the Seller through the issuance of 45,000,000 shares of common stock of the Public Company.

2. **Due Diligence Items.** Prior to the closing of the acquisition, the Seller shall complete the list of due diligence items contained in the due diligence file, and submit all items to the Buyer for review and approval.

4. **Closing.** The acquisition described in paragraph 1 of this Agreement shall be deemed closed on the day 27th day of November 2007.

5. **Confidentiality.** All dealings between the parties, including but not limited to the terms and conditions of this Term Sheet shall not be disclosed to the public or any third parties, unless agreed to in writing by all parties hereto. Furthermore, all information that is disclosed to either party shall be considered confidential and may not be disclosed or utilized in any manner by such party without the express written consent of all parties hereto.

6. **Board of Directors.** The existing board of directors will resign on closing and the directors of Medify Solutions (UK) Ltd will replace the directors on that date.

THIS AGREEMENT IS EXECUTED THIS 27th DAY OF NOVEMBER 2007

Columbia River Resources Inc. (Buyer)

By: /s/ Christine Hill

Medify Solutions Ltd (Seller)

By: /s/

ACQUISITION AGREEMENT

THIS AGREEMENT (hereinafter "the Agreement"), is made and entered into as of the 4th of February, 2008, by and between Columbia River Resources Inc.(hereinafter "CRR"), and Traxxec Limited, (hereinafter "Traxxec") a UK Limited Company, provides as follows:

NOW, THEREFORE, in exchange for good and valuable consideration, the parties agree as follows:

1. ACQUISITION OF CONTROLLING INTEREST

In exchange for 30,000,000 free trading, post split, non-dillutable shares, with the second payment payable upon issuance of controlling shares of voting common stock from its Treasury to Traxxec.

A. In order to issue the stock referred to in the preceding paragraph, CRR shall first perform a reverse stock split, effective 04/02/2008, the closing date.

B. Traxxec shall be responsible for the payment of all auditor fees, transfer agent fees, any EDGAR or SEC filing fees, all registered agent fees post closing.

2. REPRESENTATIONS AND WARRANTIES OF CRR

CRR and its subsidiaries, if any, hereby represents and warrants to Traxxec, to the best of its knowledge, information and belief, after reasonable investigation, as follows:

A. CRR is a corporation, duly formed and in good standing under the laws of the state of Nevada. CRR has the full power, right and authority to make, execute, deliver and perform this Agreement and all other instruments and documents required or contemplated hereunder, and to take all steps and to do all things necessary and appropriate to consummate the transactions contemplated herein. Such execution, delivery and performance of this Agreement and all other instruments and documents to be delivered hereunder have been duly authorized by all necessary corporate action on the part of CRR and will not contravene or violate or constitute a breach of the terms of its Articles of Incorporation, founding documents, or By-Laws, or conflict with, result in a breach of, or entitle any party to terminate or call a default with respect to any instrument or decree to which either is bound or any contract or any instrument, judgment, order, decree, law, rule or regulation applicable to it. This Agreement has been duly executed and delivered and constitutes, and the other instruments and documents to be delivered by CRR and will constitute, the valid and binding obligations of it, enforceable against it in accordance with their respective terms.

B. Except as otherwise set forth herein, no consent of any party to any contract or arrangement to which CRR is a party or by which it is bound is required for the execution, performance, or consummation of this Agreement, except for approval and ratification by CRR's shareholders.

C. There are no actions, suits, proceedings, orders, investigations or claims pending or, to CRRs' knowledge, threatened against it, at law or in equity, or before any federal, state or other governmental body.

D. The representations and warranties contained in this Section will be accurate, true and correct, in all respects, on and as of the date of this Agreement as though made at such date in identical language.

E. The execution, delivery and performance of this agreement by CRR do not require the consent, waiver, approval, license or authorizations of any person or public authority which has not been obtained, with the exception of shareholder approval, and it does not violate, with or without the giving of notice or the passage of time or both, any law applicable to CRR, and does not conflict with or result in a breach or termination of any provisions of, or constitute a default under, or result in the creation of any lien, charge or encumbrance upon any of the property or assets of CRR.

F. The restricted common stock issued in accordance with this agreement will be fully paid, and validly and legally issued.

3. REPRESENTATIONS AND WARRANTIES OF TRAXXEC

Traxxec hereby represent and warrant to CRR as follows:

A. Traxxec, was formed and in good standing under the laws of the UK. Traxxec has the full power, right and authority to make, execute, deliver and perform this Agreement and all other instruments and documents required or contemplated hereunder, and to take all steps and to do all things necessary and appropriate to consummate the transactions contemplated herein. Such execution, delivery and performance of this Agreement and all other instruments and documents to be delivered hereunder have been duly authorized by all necessary action on the part of TRAXXEC, and will not contravene or violate or constitute a breach of the terms of its Articles of Incorporation, founding documents, or By-Laws, or conflict with, result in a breach of, or entitle any party to terminate or call a default with respect to any instrument or decree to which either is bound or any contract or any instrument, judgment, order, decree, law, rule or regulation applicable to it. This Agreement has been duly executed and delivered and constitutes, and the other instruments and documents to be delivered by TRAXXEC, and will constitute, the valid and binding obligations of it, enforceable against it in accordance with their respective terms.

B. Except as otherwise set forth herein, no consent of any party to any contract or arrangement to which TRAXXEC is a party or by which either is bound is required for the execution, performance, or consummation of this Agreement.

C. There are no actions, suits, proceedings, orders, investigations or claims pending or, to TRAXXEC's knowledge, threatened against it, at law or in equity, or before any federal, state or other governmental body.

D. The representations and warranties contained in this Section will be accurate, true and correct, in all respects, on and as of the date of Closing as though made at such date in identical language.

E. The execution, delivery and performance of this agreement by TRAXXEC does not require the consent, waiver, approval, license or authorizations of any person or public authority which has not been obtained, does not violate, with or without the giving of notice or the passage of time or both, any law applicable to TRAXXEC, and does not conflict with or result in a breach or termination of any provisions of, or constitute a default under, or result in the creation of any lien, charge or encumbrance upon any of the property or assets of TRAXXEC.

F. TRAXXEC has complied with all laws, ordinances, regulations and orders which have application to its business, the violation of which might have a material adverse effect on its financial condition or results of operations, and possesses all governmental licenses and permits material to and necessary for the conduct of its business, the absence of which might have a material adverse effect on its financial condition or results of operations. All such licenses and permits are in full force and effect, no violations are or have been recorded in respect of any such licenses or permits, and no proceeding is pending or threatened to revoke or limit any such licenses or permits.

4. INDEMNIFICATION

A. From and after the Closing, CRR (as such, the "Indemnifying Party"), shall indemnify, reimburse, defend and hold harmless , TRAXXEC and its respective affiliates, successors or assigns (each, an "Indemnified Party") for any and all direct or indirect claims, losses, liabilities, damages (including special and consequential damages), costs (including court costs) and expenses, including all reasonable attorneys' and accountants' fees and expenses (hereinafter a "Loss" or "Losses"), arising from or in connection with (i) any breach or inaccuracy of any representation or warranty of CRR, whether such breach or inaccuracy exists or is made on the date of this Agreement or as of the Closing, and irrespective of the termination of such representations and warranties as of the Effective Time; (ii) any breach of or noncompliance by CRR or of or with any covenant or agreement contained in this Agreement or in any other agreement or instrument delivered in connection herewith, (iii) any and all Liabilities of CRR or any of its Subsidiaries existing on, or relating to periods prior to, the Closing. If, by reason of the claim of any Person relating to any of the matters subject to indemnification under this section, an encumbrance, attachment, garnishment or execution is placed upon any of the property or assets of any Indemnified Party, the Indemnifying Party shall also, promptly upon demand, furnish an indemnity bond satisfactory to the Indemnified Party to obtain the prompt release of such encumbrance, attachment, garnishment or execution.

B. The Indemnifying Party shall be entitled to defend any claim, action, suit or proceeding made by any third party against an Indemnified Party with counsel approved by the Indemnified Party, such approval not to be unreasonably withheld; provided, however, that the Indemnified Party shall be entitled to participate in such defense with counsel of its choice and at its own expense and, if the Indemnifying Party does not provide a competent and vigorous defense, then the Indemnified Party's participation shall be at the expense of the Indemnifying Party. The Indemnified Party shall provide such cooperation and access to its books, records and properties as the Indemnifying Party shall reasonably request with respect to such matter; and the parties shall cooperate with each other in order to ensure the proper and adequate defense thereof. An Indemnifying Party shall not settle any claim subject to indemnification hereunder without the prior written consent of the Indemnified Party, which consent shall not be unreasonably withheld or delayed.

C. With regard to claims of third parties for which indemnification is payable hereunder, such indemnification shall be paid by the Indemnifying Party (or amounts may be set off by the Indemnified Party) upon the earliest to occur of: (i) the entry of a judgment against the Indemnified Party and the expiration of any applicable appeal period, (ii) the entry of an unappealable judgment or final appellate decision against the Indemnified Party, (iii) the settlement of the claim, (iv) with respect to indemnities for tax liabilities, upon the issuance of any final resolution by a taxation authority, or (v) with respect to claims before any administrative or regulatory authority, when the Loss is finally determined and not subject to further review or appeal; provided, however, that the Indemnifying Party shall pay on the Indemnified Party's demand any cost or expense reasonably incurred by the Indemnified Party in defending or otherwise dealing with such claim.

5. CLOSING

Concurrently with the Closing, Columbia River Resources shall deliver to TRAXXEC the following:

A. A resolution authorizing this transaction and the issuance of 30M shares of common stock of Columbia River Resources, Inc. to TRAXXEC.

B. The resignations of its current officers and directors.

6. NOTICES

Any notices called for in this agreement shall be effective upon personal service or upon service by first class mail, postage prepaid, to the parties at the following addresses:

To Columbia River Resources:
1st floor
Victory Point
Nelson Court
Staffordshire Technology Park Stafford
Staffs
ST18 OGP
UK

To TRAXXEC:
138 Hassell Street
Newcastle under Lyme Staffordshire
UK

7. POST CLOSING COVENANTS

A. The current officers and directors of CRR shall cooperate as is reasonable with TRAXXEC and its accountants and auditors in preparing, auditing and certifying the financial statements of CRR, shall answer all questions of the accountants and auditors, to the best of their knowledge, information and belief after reasonable investigation, and shall certify to them that, in the past two years, Columbia River Resources has had no assets and no liabilities, besides those which shall be specifically enumerated by the officers and/or counsel, and that CRR has issued no stock, except for the stock issued to consummate this transaction. The officers and directors shall execute any and all documents as may be reasonably required by the auditor, and shall answer all auditor inquiries to the best of their knowledge, information and belief after reasonable investigation.

B. TRAXXEC shall cause Columbia River Resources to accept the resignations of the current officers and directors of CRR, and shall appoint a new board of directors.

8. MISCELLANEOUS PROVISIONS:

With regard to this agreement, this agreement shall be construed exclusively in accordance with the laws of the State of Texas, and the proper venue for resolution of any controversy shall exclusively be the courts of Collin County, Texas.

This agreement shall be binding upon and shall inure to the benefit of the parties hereto, their beneficiaries, heirs, representatives, assigns, and all other successors in interest.

Each of the parties shall execute any and all documents as are reasonable and necessary to be executed and perform all acts required to be performed in order to effectuate the terms of this agreement.

This agreement contains all of the agreements and understandings of the parties hereto with respect to the matters referred to herein, and no prior agreement or understanding pertaining to any such matters shall be effective for any purpose.

Each of the parties hereto has agreed to the use of the particular language of the provisions of this Agreement, and any question of doubtful interpretation shall not be resolved by any rule of interpretation against the party who causes the uncertainty to exist or against the draftsman.

This agreement may not be superseded, amended, assigned or added to except by an agreement in writing, signed by the parties hereto, or their respective successors-in-interest.

If any provision of this agreement is held, by a court of competent jurisdiction, to be invalid, or unenforceable, said provisions shall be deemed deleted, and neither such provision, its severance or deletion shall affect the validity of the remaining provisions of this agreement, which shall, nevertheless, continue in full force and effect.

The parties may execute this agreement in two or more counterparts, each of which shall be signed by all of the parties; and each such counterpart shall be deemed an original instrument as against any party who has signed it.

The parties shall use their reasonable best efforts to obtain the consent of all necessary persons and agencies to the transfer of shares provided for in this agreement.

The parties may execute this agreement in counterparts, each of which will be deemed an original. A facsimile copy of this agreement shall be treated, for all purposes, as an original.

IN WITNESS WHEREOF, the parties have executed this agreement as of the day and year first above written.

Columbia River Resources Inc.

By:
Christine Hill, CEO

/s/ Christine Hill

Dated: 04/02/2008

Traxxec Limited

By:
Keith Bryant, CEO

/s/ Keith Bryant

Dated: 04/02/2007

ACQUISITION AND REORGANIZAT1ON AGREEMENT

THIS AGREEMENT (hereinafter "the Agreement") is made and entered into as of the 17th of April, 2009, by and between Traxxec Inc. (hereinafter "TRXX"), and Stem Cell Assurance LLC, (hereinafter "SCA"), a Florida registered company:

An exchange for good and valuable consideration, the parties agree as follows:

1. ACQUISITION OF CONTROLLING INTEREST OF SCA

In exchange for 302,000,000 Traxxec Inc, non-dilutable shares of voting common stock, par value 0.0001 from its Treasury, issued for the acquisition of SCA, the list of share holders and their issuance is attached as appendix, the parties agree:

A. TRXX will acquire in full SCA and all its intellectual property, rights and assignments as a wholly-owned subsidiary of TRXX, on or before the closing date of 17th April 2009.

B. As part of this agreement, TRXX will remove Traxxec limited from its portfolio and ownership, returning Traxxec Limited (a U.K. Company) to the private ownership of the original owners. All rights, assignments and Intellectual property associated with Traxxec Limited, its products and associations will be retained and owned by Traxxec Limited and its owners and shareholders within the now independent and non-associated private limited U.K. Company.

C. Amy Scopes, TRXX CEO, will resign with immediate effect on the date of the signing of this agreement transferring all rights and obligations of TRXX, the public company, to the new board and shareholders appointed by SCA. All existing shareholders in TRXX will retain their current shareholding.

D. TRXX will furnish SCA within 30 days of closing all corporate documents and possessions, both current and historical.

E. TRXX will also facilitate the update of the corporate information held on Pinks Sheets LLC.

F. SCA will appoint its own directors to the board of TRXX and assume full and total control of TRXX on the date of the signing of this agreement.

G. SCA shall be responsible for the payment of all auditor fees, transfer agent fees, any EDGAR or SEC filing fees and all registered agent fees post-closing.

2. REPRESENTATIONS AND WARRANTIES OF TRXX

TRXX and its subsidiaries, if any, hereby represents and warrants to SCA, to the best of its knowledge, information and belief, after reasonable investigation, as follows:

A. TRXX is a corporation, duly formed and in good standing under the laws of the state of Nevada. TRXX has the full power, right and authority to make, execute, deliver and perform this Agreement and all other instruments and documents required or contemplated hereunder, and to take all steps and to do all things necessary and appropriate to consummate the transactions contemplated herein. Such execution, delivery and performance of this Agreement and all other instruments and documents to be delivered hereunder have been duly authorized by all necessary corporate action on the part of TRXX and will not contravene or violate or constitute a breach of the terms of its Articles of Incorporation, founding documents, or By-Laws, or conflict with, result in a breach of, or entitle any party to terminate or call a default with respect to any instrument or decree to which either is bound or any contract or any instrument, judgment, order, decree, law, rule or regulation applicable to it. This Agreement has been duly executed and delivered and constitutes, and the other instruments and documents to be delivered by TRXX and will constitute, the valid and binding obligations of it, enforceable against it in accordance with their respective terms.

B. Except as otherwise set forth herein, no consent of any party to any contract or arrangement to which TRXX is a party or by which it is bound is required for the execution, performance or consummation of this Agreement, except for approval and ratification by TRXX's shareholders.

C. There are no actions, suits, proceedings, orders, investigations or claims pending or, to TRXX's knowledge, threatened against it, at law or in equity, or before any federal, state or other governmental body.

D. The representations and warranties contained in this Section will be accurate, true and correct, in all respects, on and as of the date of this Agreement as though made at such date in identical language.

E. The execution, delivery and performance of this Agreement by TRXX do not require the consent, waiver, approval, license or authorizations of any person or public authority which has not been obtained, with the exception of shareholder approval, and it does not violate, with or without the giving of notice or the passage of time or both, any law applicable to TRXX, and does not conflict with or result in a breach or termination of any provisions of, or constitute a default under, or result in the creation of any lien, charge or encumbrance upon any of the property or assets of TRXX.

F. The restricted common stock issued in accordance with this Agreement will be fully paid, and validly and legally issued.

3. REPRESENTATIONS AND WARRANTIES OF SCA

SCA hereby represents and warrants to TRXX as follows:

A. SCA was formed and in good standing under the laws of Florida. SCA has the full power, right and authority to make, execute, deliver and perform this Agreement and all other instruments and documents required or contemplated hereunder, and to take all steps and to do all things necessary and appropriate to consummate the transactions contemplated herein. Such execution, delivery and performance of this Agreement and all other instruments and documents to be delivered hereunder have been duly authorized by all necessary action on the part of SCA, and will not contravene or violate or constitute a breach of the terms of its Articles of Incorporation, founding documents, or By- Laws, or conflict with, result in a breach of, or entitle any party to terminate or call a default with respect to any instrument or decree to which either is bound or any contract or any instrument, judgment, order, decree, law, rule or regulation applicable to it. This Agreement has been duly executed and delivered and constitutes, and the other instruments and documents to be delivered by SCA, and will constitute, the valid and binding obligations of it, enforceable against it in accordance with their respective terms.

B. Except as otherwise set forth herein, no consent of any party to any contract or arrangement to which SCA is a party or by which either is bound is required for the execution, performance or consummation of this Agreement.

C. There are no actions, suits, proceedings, orders, investigations or claims pending or, to SCA's knowledge, threatened against it, at law or in equity, or before any federal, state or other governmental body.

D. The representations and warranties contained in this Section will be accurate, true and correct, in all respects, on and as of the date of Closing as though made at such date in identical language.

E. The execution, delivery and performance of this Agreement by SCA does not require the consent, waiver, approval, license or authorizations of any person or public authority which has not been obtained, does not violate, with or without the giving of notice or the passage of time or both, any law applicable to SCA, and does not conflict with or result in a breach or termination of any provisions of, or constitute a default under, or result in the creation of any lien, charge or encumbrance upon any of the property or assets of SCA.

F. SCA has complied with all laws, ordinances, regulations and orders which have application to its business, the violation of which might have a material adverse effect on its financial condition or results of operations, and possesses all governmental licenses and permits material to and necessary for the conduct of its business, the absence of which might have a material adverse effect on its financial condition or results of operations. All such licenses and permits are in full force and effect, no violations are or have been recorded in respect of any such licenses or permits, and no proceeding is pending or threatened to revoke or limit any such licenses or permits.

4. INDEMNIFICATION

A. From and after the Closing, TRXX (as such, the "Indemnifying Party"), shall indemnify, reimburse, defend and hold harmless, SCA and its respective affiliates, successors or assigns (each, an "Indemnified Party") for any and all direct or indirect claims, losses, liabilities, damages (including special and consequential damages), costs (including court costs) and expenses, including all reasonable attorneys' and accountants' fees and expenses (hereinafter a "Loss" or 'Losses"), arising from or in connection with (i) any breach or inaccuracy of any representation or warranty of TRXX, whether such breach or inaccuracy exists or is made on the date of this Agreement or as of the Closing, and irrespective of the termination of such representations and warranties as of the Effective Time; (ii) any breach of or noncompliance by TRXX or of or with any covenant or agreement contained in this Agreement or in any other agreement or instrument delivered in connection herewith, (iii) any and all Liabilities of TRXX or any of its Subsidiaries existing on, or relating to periods prior to, the Closing. If, by reason of the claim of any Person relating to any of the matters subject to indemnification under this section, an encumbrance, attachment, garnishment or execution is placed upon any of the property or assets of any indemnified Party, the indemnifying Party shall also, promptly upon demand, furnish an indemnity bond satisfactory to the Indemnified Party to obtain the prompt release of such encumbrance, attachment, garnishment or execution.

B. The Indemnifying Party shall be entitled to defend any claim, action,suit or proceeding made by any third party against an Indemnified Party with counsel approved by the Indemnified Party, such approval not to be unreasonably withheld; provided, however, that theindemnified Party shall be entitled to participate in such defense with counsel of its choice and at its own expense and, if the IndemnifyingParty does not provide a competent and vigorous defense, then the Indemnified Party's participation shall be at the expense of the Indemnifying Party, The Indemnified Party shall provide such cooperation and access to its books, records and properties as the Indemnifying Party shall reasonably request with respect to such matter; and the parties shall cooperate with each other in order to ensure the proper and adequate defense thereof. An Indemnifying Party shall not settle any claim subject to indemnification hereunder without the prior written consent of the Indemnified Party, which consent shall not be unreasonably withheld or delayed.

C. With regard to claims of third parties for which indemnification is payable hereunder, such indemnification shall be paid by the Indemnifying Party (or amounts may be set off by the Indemnified Party) upon the earliest to occur of: (i) the entry of a judgment against the Indemnified Party and the expiration of any applicable appeal period, (ii) the entry of an unappealable judgment or final appellate decision against the Indemnified Party, (iii) the settlement of the claim, (iv) with respect to indemnifies for tax liabilities, upon the issuance of any final resolution by a taxation authority or (v) with respect to claims before any administrative or regulatory authority, when the Loss is finally determined and not subject to further review or appeal; provided, however, that the indemnifying Party shall pay on the Indemnified Party's demand any cost or expense reasonably incurred by the Indemnified Party in defending or otherwise dealing with such claim.

5. CLOSING

Concurrently with the Closing, Traxxec shall deliver or have delivered to SCA the following:

A. A resolution authorizing this transaction and the issuance of 302,000,000 shares of common stock of Traxxec, Inc. to SCA (Directors/Owners/shareholders).

B. The resignations of its current officers and directors.

C. The discontinuation of all operational and corporate activities of it subsidiary Traxxec Ltd with Traxxec Limited returning to private ownership unassociated with TRXX

Concurrently with the Closing, the following reorganization shall take immediate effect:

A. The operational activities of Traxxec Inc. will consist of the published activities of SCA and it's associates.

B. The instigation of a new board of Directors for the Pink Sheet Incorporation TRXX and the pre-requisite up date of the Pink Sheets LLC corporate profile

C. Control and ownership of TRXX will pass to SCA.

Concurrently with the closing, the following shall take immediate effect and be accepted by both parties:

This Agreement is a clean break agreement and, upon closing, Traxxec Limited will have no claim nor control on, to or over TRXX and TRXX will relinquish any and all claim, control and rights to Traxxec Ltd a UK company.

6. NOTICES

Any notices called for in this Agreement shall be effective upon personal service or upon service by first class mail, postage prepaid, to the parties at the following addresses:

To Traxxec Inc:
138 Hassell Street
Newcastle under Lyme
Staffordshire
ST5 113E3
UK

To Stem Cell Assurance LLC:
200 Glades Road, Suite 2
Boca Raton, FL 33432
USA

7. POST CLOSING COVENANTS

A. The current officers and directors of TRXX shall cooperate as is reasonable with SCA and its accountants and auditors in preparing, auditing and certifying the financial statements of TRXX, shall answer all questions of the accountants and auditors, to the best of their knowledge, information and belief after reasonable investigation, and shall certify to them that, in the past two years, Traxxec has had no assets and no liabilities, besides those which shall be specifically enumerated by the officers and/or counsel, and that TRXX has issued no stock, except for the stock issued to consummate this transaction. The officers and directors shall execute any and all documents as may be reasonably required by the auditor, and shall answer all auditor inquiries to the best of their knowledge, information and belief after reasonable investigation.

B. SCA shall cause Traxxec to accept the resignations of the current officers and directors of TRXX and shall appoint a new board of directors,

C. SCA shall cause the cessation of all activities of Traxxec Limited through, form, via and on behalf of TRXX.

D. SCA shall implement the new operational business plan for TRXX.

8. MISCELLANEOUS PROVISIONS:

With regard to this contract, this Agreement shall be construed exclusively in accordance with the laws of the State of Texas, and the proper venue for resolution of any controversy shall exclusively be the courts of Collin County, Texas.

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their beneficiaries, heirs, representatives, assigns, and all other successors in interest.

Each of the parties shall execute any and all documents as are reasonable and necessary to be executed and perform all acts required to be performed in order to effectuate the terms of this Agreement.

This Agreement contains all of the agreements and understandings of the parties hereto with respect to the matters referred to herein, and no prior agreement or understanding pertaining to any such matters shall be effective for any purpose.

Each of the parties hereto has agreed to the use of the particular language of the provisions of this Agreement, and any question of doubtful interpretation shall not be resolved by any rule of interpretation against the party who causes the uncertainty to exist or against the draftsman.

This Agreement may not be superseded, amended, assigned or added to except by an agreement in writing, signed by the parties hereto, or their respective successors-in-interest.

If any provision of this Agreement is held, by a court of competent jurisdiction, to be invalid, or unenforceable, said provisions shall be deemed deleted, and neither such provision, its severance or deletion shall affect the validity of the remaining provisions of this Agreement, which shall, nevertheless, continue in full force and effect.

The parties may execute this Agreement in two or more counterparts, each of which shall be signed by all of the parties, and each such counterpart shall be deemed an original instrument as against any party who has signed it.

The parties shall use their reasonable best efforts to obtain the consent of all necessary persons and agencies to the transfer of shares provided for in this agreement.

The parties may execute this Agreement in counterparts, each of which will be deemed an original, A facsimile copy of this agreement shall be treated, for all purposes, as an original.

IN WITNESS WHEREOF, the parties have executed this agreement as of the day and year first above written.

Traxxec Inc.

By: Amy Scopes, CEO

/s/ Amy Scopes
Amy Scopes
CEO

Dated: 04/17/2009

Stem Cell Assurance

By: Gloria McConnell, President

/s/ Gloria McConnell
Gloria McConnell
President

Dated: 04/17/2009

Stem Cell Assurance

By: Richard M. Proodian, CFO

/s/ Richard M. Proodian
Richard M. Proodian
CFO

Dated: 04/17/2009

Appendix 1

SCA share holder issuance

The below is the list of existing share holders and corporate owners and their pro rata share holding of SCA issuance in TRXX in line with the duly approved acquisition of SCA by TRXX.

Principal Shareholders	SCA Shares Issued	Percentage	TRXX Shares Issued
Dr. Richard Ferrans	2,500,000	6.90%	20,689,655
Richard M Proodian	5,000.000	13.79%	41,379,310
Dr Vikki Hufnagel	1,000,000	2.76%	8,275,862
Dr Leonard Haimis	500,000	1.38%	4,137,932
Gloria J Mc Connell	2,500,000	6.90%	20,689,655
George F Dubec	2,500,000	6.90%	20,689,655
Gold Star Investments	2,500,000	6.90%	20,689,655
Alice Mitchel	0	0.00%	1.000,000
Mark Ragozzino	0	0.00%	1,000,000
Mandy Clark	250,000	0.69%	2,068,966
NeoStem of the Palms			
Beaches	19,500,000	53.79%	161,379,310
Total	36,250,000	100,00%	302,000,000

*The agreed shares issued to TBG Technology Limited for the services outlined in the service level agreement, will be issued at the point of closing and concurrently with the issuance of stock for the acquisition of SCA by TRXX undertaken by the current and existing board of TRXX. The number of common shares issued to TBG in TRXX will be 60,000,000 in total.

FILED
IN THE OFFICE OF THE
SECRETARY OF STATE OF THE
STATE OF NEVADA
JUN 13 1997
No C12576-97
/s/ Dean Heller
DEAN HELLER, SECRETARY OF STATE

ARTICLES OF INCORPORATION

OF

COLUMBIA RIVER RESOURCES INC.

ARTICLE I

The name of the corporation is Columbia River Resources Inc. (the "Corporation").

ARTICLE II

The amount of total authorized capital stock which the Corporation shall have authority to issue is 30,000,000 shares of common stock, each with $0.001 par value, and 1,000,000 shares of preferred stock, each with $0.01 pr value. To the fullest extent permitted by the laws of the State of Nevada (currently set forth in NRS 78.195), as the same now exists or may hereafter be amended or supplemented, the Board of Directors may fix and determine the designations, rights, preferences or other variations of each class or series within each class of capital stock of the Corporation.

ARTICLE III

The business and affairs of the Corporation shall be managed by a Board of Directors which shall exercise all the powers of the Corporation except as otherwise provided in the Bylaws, these Articles of Incorporation or by the laws of the State of Nevada. The number of members of the Board of Directors shall be set in accordance with the Company's Bylaws; however, the initial Board of Directors shall consist of one member. The name and address of the person who shall serve as the director until the first annual meeting of stockholders and until his successors are duly elected and qualified is as follows:

Name	Address
Bob Ferguson	904 - 850 Burrord Street Vancouver, British Columbia V6Z 1X8 CANADA

ARTICLE IV

The name and address of the incorporator of the Corporation is Craig A. Stoner, 455 Sherman Street, Suite 300, Denver, Colorado 80203.

ARTICLE V

To the fullest extent permitted by the laws of the State of Nevada (currently set forth in NRS 78.037), as the same now exists or may hereafter be amended or supplemented, no director or officer of the Corporation shall be liable to the Corporation or to its stockholders for damages for breach of fiduciary duty as a director or officer.

ARTICLE VI

The Corporation shall indemnify, to the fullest extent permitted by applicable law in effect from time to time, any person against all liability and expense (including attorneys' fees) incurred by reason of the fact that he is or was a director or officer of the Corporation, he is or was serving at the request of the Corporation as a director, officer, employee, or agent of, or in any similar managerial or fiduciary position of, another corporation, partnership, joint venture, trust or other enterprise. The Corporation shall also indemnify any person who is serving or has served the Corporation as a director, officer, employee, or agent of the Corporation. To the extent and in the manner provided in any bylaw, resolution of the shareholders or directors, contract, or otherwise, so long as such provision is legally permissible.

ARTICLE VII

The owners of shares of stock of the Corporation shall not have a preemptive right to acquire unissued shares, treasury shares or securities convertible into such shares.

ARTICLE VIII

Only the shares of capital stock of the Corporation designated at issuance as having voting rights shall be entitled to vote at meetings of stockholders of the Corporation, and only stockholders of record of shares having voting rights shall be entitled to notice of and to vote at meetings of stockholders of the Corporation.

ARTICLE IX

The initial resident agent of the Corporation shall be the Corporation Trust Company of Nevada, whose street address is 1 East 1st Street, Reno, Nevada 89501.

ARTICLE X

The provisions of NRS 78.378 to 78.3793 inclusive, shall not apply to the Corporation.

ARTICLE XI

The purposes for which the Corporation is organized and its powers are as follows:

To engage in all lawful business; and

To have, enjoy, and exercise all of the rights, powers, and privileges conferred upon corporations incorporated pursuant to Nevada law, whether now or hereafter in effect, and whether or not herein specifically mentioned.

ARTICLE XII

One-third of the votes entitled to be cast on any matter by each shareholder voting group entitled to vote on a matter shell constitute a quorum of that voting group for action on that matter by shareholders.

ARTICLE XIII

The holder of a bond, debenture or other obligation of the Corporation may have any of the rights of a stockholder in the Corporation to the extent determined appropriate by the Board of Directors at the time of issuance of such bond, debenture or other obligation.

IN WITNESS HEREOF, the undersigned Incorporator has executed these Articles of Incorporation this 11th day of June, 1997.

By: */s/ Craig A. Stoner*
Craig A. Stoner
Incorporator

STATE OF COLORADO)
CITY AND) ss:
COUNTY OF DENVER)

Personally appeared before me this 11th day of June, 1997, Craig A. Stoner who, being first duly sworn, declared that he executed the foregoing Articles of Incorporation and that the statements therein are true and correct to the best of his knowledge and belief.

Witness my hand and official seal.

Fay M. Matsukage
Notary Public

My commission expires:

1-12-99

Address:
455 Sherman Street
Suite 300
Denver, Colorado 80237

DEAN HELLER Secretary of State
204 North Carson Street, Suite 1
Carson City, Nevada 89701-4299
(775) 684 5708
Website: secretaryofstate.biz

Certificate of Amendment

(PURSUANT TO NRS 78.385 and 78.390)

Filed #C12576-97
April 16, 2004
In the Office of
/s/ Dean Heller
Dean Heller, Secretary of State

Important: Read attached instructions before completing form. **ABOVE SPACE IS FOR OFFICE USE ONLY**

Certificate of Amendment to Articles of Incorporation
For Nevada Profit Corporations

(Pursuant to NRS 78.385 and 78.390 - After Issuance of Stock)

1. Name of corporation:

Co1umbia River Resources Inc.

2. The articles have been amended as follows (provide article numbers, if available):

ARTICLE II:
The amount of total unauthorized stock which the Corporation shall have authority to issue is 100,000,000 shares of common stock, each with $0.001 par value, and 1,000,000 shares of preferred stock, each with $0.01 par value. To the fullest extent permitted by the laws of the State of Nevada (currently set forth in NRS 78.195), as the same now exists or may hereafter be amended or supplemented, the Board of Directors may fix and determine the designations, rights, preferences or other variations of each class or series within each class of capital stock of the Corporation.

3. The vote by which the stockholders holding shares in the corporation entitling them to exercise at least a majority of the voting power, or such greater proportion of the voting power as may be required in the case of a vote by classes or series, or as may be required by the provisions of the articles of incorporation have voted in favor of the amendment is:_____

4. Effective date of filing (optional):_____

5. Officer Signature (required):_____

If any proposed amendment would alter or change any preference or any relative or other right given to any class or series of outstanding shares, then the amendment must be approved by the vote, in addition to the affirmative vote otherwise required, of the holders of shares representing a majority of the voting power at each class or series affected by the amendment regardless of limitations or restrictions on the voting power thereof.

IMPORTANT: Failure to include any of the above information and submit the proper fees may cause this filing to be rejected.

This form must be accompanied by appropriate fees.

ROSS MILLER
Secretary of State
204 North Carson Street, Suite 1
Carson City, Nevada 89701-4299
(775) 684 5708
Website: secretaryofstate.biz

Certificate of Amendment

(PURSUANT TO NRS 78.385 and 78.390)

Filed in the office of
/s/ Ross Miller
Ross Miller
Secretary of State
State of Nevada

Document Number
20080539262-57
Filing Date and Time
08/11/2008 6:18 AM
Entity Number
C12576-1997

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Certificate of Amendment to Articles of Incorporation
For Nevada Profit Corporations

(Pursuant to NRS 78.385 and 78.390 After Issuance of Stock)

1. Name of corporation:

Columbia River Resources Inc.

2. The articles have been amended as follows (provide article numbers, if available):

ARTICLE I	The name of the corporation is Traxxec Inc., a Nevada corporation.
ARTICLE II	The amount of total authorized capital stock which the corporation shall have the authority to issue is 500,000,000 shares of common stock, each with $0.001 par value.

3. The vote by which the stockholders holding shares In the corporation entitling them to exercise at least a majority of the voting power, or such greater proportion of the voting power as may be required in the case of a vote by classes or series, or as may be required by the provisions of the articles of incorporation have voted in favor of the amendment is: _____

4. Effective date of filing (optional):_____
(must be no later than 90 days after the certificate is filed)

5. Signature (required): */s/ Amy Scopes*

* If any proposed amendment would alter or change any preference or any relative or other right given to any class or series of outstanding shares, then the amendment must be approved vote, in addition to the affirmative vote otherwise required, of the holders of shares representing a majority of the voting power at each class or series affected by the amendment regardless of limitations or restrictions on the voting power thereof.

IMPORTANT: Failure to include any of the above information and submit the proper fees may cause this filing to be rejected.

This form must be accompanied by appropriate fees.

ROSS MILLER
Secretary of State
204 North Carson Street, Suite 1
Carson City, Nevada 89701-4299
(775) 684 5708
Website: secretaryofstate.biz

Certificate of Amendment

(PURSUANT TO NRS 78.385 and 78.390)

Filed in the office of
/s/ Ross Miller
Ross Miller
Secretary of State
State of Nevada

Document Number
20090513207-69
Filing Date and Time
06/29/2009 10:23 AM
Entity Number
C12576-1997

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Certificate of Amendment to Articles of Incorporation
For Nevada Profit Corporations

(Pursuant to NRS 78.385 and 78.390 - After Issuance of Stock)

1. Name of corporation:

TRAXXEC INC., A NEVADA CORPORATION

2. The articles have been amended as follows (provide article numbers, if available):

ARTICLE ONE: STEM CELL ASSURANCE, INC.

3. The vote by which the stockholders holding shares in the corporation entitling them to exercise at least a majority of the voting power, or such greater proportion of the voting power as may be required in the case of a vote by classes or series, or as may be required by the provisions of the articles of incorporation have voted in favor of the amendment is:
MAJORITY

4. Effective date of filing (optional): 6/15/09
(must not be later than 90 days after the certificate is file)

5. Signature (required):

/s/ Gloria McConnell
Signature of Officer

*If any proposed amendment would alter or change any preference or any relative or other right given to any class or series of outstanding shares, then the amendment must be approved by the vote, in addition to the affirmative vote otherwise required, of the holders of shares representing a majority of the voting power at each class or series affected by the amendment regardless of limitations or restrictions on the voting power thereof.

IMPORTANT: Failure to include any of the above information and submit the proper fees may cause this filing to be rejected.

This form must be accompanied by appropriate fees.

ROSS MILLER
Secretary of State
204 North Carson Street, Suite 1
Carson City, Nevada 89701-4299
(775) 684 5708
Website: secretaryofstate.biz

Certificate of Amendment

(PURSUANT TO NRS 78.385 and 78.390)

Filed in the office of
/s/ Ross Miller
Ross Miller
Secretary of State
State of Nevada

Document Number
20100908005-25
Filing Date and Time
12/07/2010 9:15 AM
Entity Number
C12576-1997

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Certificate of Amendment to Articles of Incorporation
For Nevada Profit Corporations

(Pursuant to NRS 78.385 and 78.390 - After Issuance of Stock)

1. Name of corporation:

Stem Cell Assurance, Inc.

2. The articles have been amended as follows (provide article numbers, if available):

ARTICLE II
The amount of total authorized capital stock which the Corporation shall have authority to issue is 800,000,000 shares of common stock, each with $0.001 par value, and 1,000,000 shares of preferred stock, each with $0.01 par value. To the fullest extent permitted by the laws of the State of Nevada (currently set forth in NFS 78.195), as the same now exists or may hereafter be amended or supplemented, the Board of Directors may fix and determine the designations, rights, preferences or other variations of each class or series within each class of capital stock of the Corporation.

3. The vote by which the stockholders holding shares in the corporation entitling them to exercise at least a majority of the voting power, or such greater proportion of the voting power as may be required in the case of a vote by classes or series, or as may be required by the provisions of the articles of incorporation have voted in favor of the amendment is: Majority

4. Effective date of filing (optional):_____
(must be no later than 90 days after the certificate is filed)

5. Signature (required):

X */s/ Mark Weinreb*_____
Signature of Officer: Mark Weinreb, Chief Executive Officer

***** If any proposed amendment would alter or change any preference or any relative or other right given to any class or series of outstanding shares, then the amendment must be approved vote, in addition to the affirmative vote otherwise required, of the holders of shares representing a majority of the voting power at each class or series affected by the amendment regardless of limitations or restrictions on the voting power thereof.

IMPORTANT: Failure to include any of the above information and submit the proper fees may cause this filing to be rejected.

This form must be accompanied by appropriate fees.

Amended and Restated Corporate Bylaws

(as of December 15, 2010)

ARTICLE I: Shareholders

SECTION 1. Annual Meeting. The annual meeting of shareholders of Stem Cell Assurance, Inc. "Company") shall be held at such time and place within or without the state of Florida as shall be determined by the Board of Directors and as shall be stated in the notice of the meeting. The meeting shall be held for the purpose of electing directors and for the transaction of such other business as properly may come before such meeting.

SECTION 2. Special Meetings. Special meetings of shareholders may be held upon call by the Chairman of the Board, the President, the Secretary, a majority of the Board of Directors, or a majority of the Executive Committee, and shall be called by the Chairman of the Board, the President or Secretary upon the request in writing of the holders of record of not less than one-tenth of all the outstanding shares of stock entitled by its terms to vote at such meeting, at such time and at such place within or without the state of Nevada as may be fixed in the call and stated in the notice setting forth such call. Such request by the shareholders and such notice shall state the purpose of the proposed meeting.

SECTION 3. Notice of Meetings. Notice of the time, place and purpose of every meeting of the shareholders, shall, except as otherwise required by law, be delivered personally or mailed at least ten (10) but not more than sixty (60) days prior to the date of such meeting to each shareholder of record entitled to vote at the meeting at his or her address as it appears on the records of the Company. Any meeting may be held without notice if all of the shareholders entitled to vote thereat are present in person or by proxy at the meeting, or if notice is waived by those not so present in person or by proxy.

SECTION 4. Quorum. At every meeting of the shareholders, the holders of record of a majority of the shares entitled to vote at the meeting, represented in person or by proxy, shall constitute a quorum. The vote of the majority of such quorum shall be necessary for the transaction of any business, unless otherwise provided by law or the articles of incorporation. If the meeting cannot be organized because a quorum has not attended, those present in person or by proxy may adjourn the meeting from time to time until a quorum is present when any business may be transacted that might have been transacted at the meeting as originally called.

SECTION 5. Voting and Proxies. Unless otherwise provided by law or the articles of incorporation, every shareholder of record entitled to vote at any meeting of shareholders shall be entitled to one vote for every share of stock standing in his or her name on the records of the Company on the record date fixed as provided in these Bylaws. In the election of directors, all votes shall be cast by ballot and the persons having the greatest number of votes shall be the directors. On matters other than election of directors, votes may be cast in such manner as the

Chairman of the meeting may designate.

Shareholders of record and entitled to vote may vote at any meeting held, in person or by proxy, authorized by any means permitted by the Nevada Stock Corporation Act or other applicable law.

SECTION 6. Inspectors. The Board of Directors shall annually appoint two or more persons to act as inspectors or judges at any election of directors or vote conducted by ballot at any meeting of shareholders. Such inspectors or judges of election shall take charge of the polls and after the balloting shall make a certificate of the result of the vote taken. In case of a failure to appoint inspectors, or in case an inspector shall fail to attend, or refuse or be unable to serve, the Chairman of the meeting may appoint, or the shareholders may elect, an inspector or inspectors to act at such meeting. Such inspector or inspectors shall make a certificate of the result of the vote taken.

SECTION 7. Conduct of Shareholders' Meeting. The following persons, in the order named, shall be entitled to call each shareholders' meeting to order: (1) the Chairman of the Board, (2) the President, (3) Chief Financial Officer of the Company, or (4) any person elected by the shareholders. The shareholders shall have the right to elect a Chairman of the meeting.

The Secretary of the Company, or in his or her absence any person appointed by the Chairman, shall act as Secretary of the meeting for organization purposes. The shareholders shall have the right to elect a secretary of the meeting.

SECTION 8. Record Date. In lieu of closing the stock transfer books, the Board of Directors, in order to make a determination of shareholders entitled to notice of or to vote at any meeting, or to receive payment of any dividends or for any other proper purpose, may fix in advance a date, but not more than seventy days in advance, as a record date for such determination, and in such case only shareholders of record on the date so fixed shall be entitled to notice of, and to vote at, such meeting, or to receive payment of such dividend, or to exercise such other rights, as the case may be, notwithstanding any transfer of stock on the books of the Company after such date. If the Board of Directors does not fix a record date as aforesaid, such date shall be as provided by law.

SECTION 9. Notice of Business. At any meeting of the shareholders, only such business shall be conducted as shall have been brought before the meeting (1) by or at the direction of the Board of Directors or (2) by any shareholder of the Company who is a shareholder of record at the time of giving of the notice as provided for in this Section 9, who shall be entitled to vote at such meeting and who complies with the following procedures:

Requirement of Timely Notice. For business to be properly brought before a meeting of shareholders by a shareholder, the business shall be a proper subject of shareholder action and the shareholder shall have given timely notice thereof in writing to the Secretary. To be timely, a shareholder's notice shall be delivered to or mailed and received by the Secretary at the principal executive office of the Company not less than sixty (60) days prior to the scheduled date of the meeting (regardless of any postponements, deferrals or adjournments of the meeting to a later date); provided, however, if no notice is given and no public announcement is made to the shareholders regarding the date of the meeting at least 75 days prior to the meeting, the shareholder's notice shall be valid if delivered to or mailed and received by the Secretary at the principal executive office of the Company not less than fifteen (15) days following the day on which the notice or public announcement of the date of the meeting was given or made.

Contents of Notice. Such shareholder's notice to the Secretary shall set forth as to each item of business the shareholder proposes to bring before the meeting (1) a brief description of the business desired to be brought before the meeting, the reasons for conducting such business at the meeting and, in the event that such business includes a proposal to amend either the articles of incorporation or these Bylaws, the language of the proposed amendment, (2) the name and address, as they appear on the Company's books, of the shareholder proposing such business, (3) the class and number of shares of capital stock of the Company that are beneficially owned by such shareholder, and (4) any material interest (financial or other) of such shareholder in such business.

Compliance with Bylaws. Notwithstanding anything in these Bylaws to the contrary, no business shall be conducted at a shareholders' meeting except in accordance with the procedures set forth in this Section 9. The Chairman of the meeting shall, if the facts warrant, determine and declare to the meeting that the business was not properly brought before the meeting and in accordance with the provisions of these Bylaws, and if he or she should so determine, he or she shall so declare to the meeting and any such business not properly brought before the meeting shall not be transacted at the meeting. Notwithstanding the foregoing provisions of this Section 9, a shareholder shall also comply with all applicable requirements of the Securities Exchange Act of 1934, as amended, and the rules and regulations thereunder with respect to the matters set forth in this Section 9.

Effective Date of Shareholder Business. Notwithstanding anything in these Bylaws to the contrary, no business brought before a meeting of the shareholders by a shareholder shall become effective until the final termination of any proceeding which may have been commenced in any court of competent jurisdiction for an adjudication of any legal issues incident to determining the validity of such business and the procedure pursuant to which it was brought before the shareholders, unless and until such court shall have determined that such proceedings are not being pursued expeditiously and in good faith.

ARTICLE II: Board of Directors.

SECTION 1. Number, Powers, Term of Office, Quorum, Lead Director. The Board of Directors of the Company shall consist of one or more individuals as may be fixed from time to time by the Board of Directors. The Board of Directors may exercise all the powers of the Company and do all acts and things which are proper to be done by the Company which are not by law or by these Bylaws directed or required to be exercised or done by the shareholders. The members of the Board of Directors shall be elected at the annual meeting of shareholders and shall hold office until the next succeeding annual meeting, or until their successors shall be elected and shall qualify. A majority of the number of directors shall constitute a quorum for the transaction of business. The action of a majority of the directors present at any lawful meeting at which there is a quorum shall, except as otherwise provided by law or by these Bylaws, be the action of the Board. The Board of Directors shall have a Lead Director, who shall be an independent director, not an employee of the Company. The powers and responsibilities of the Lead Director shall be established by the Board of Directors and shall be set forth in the Corporate Governance Guidelines of the Company. The powers and responsibilities of the Lead Director may be modified from time to time at the discretion of the Board of Directors.

SECTION 2. Election. Except as provided in Section 3 hereof, directors shall be elected by the shareholders of the Company pursuant to the procedures enumerated below:

Eligible Persons. Only persons who are nominated in accordance with the following procedures shall be eligible for election by the shareholders as directors of the Company.

Nominations. Nominations of persons for election as directors of the Company may be made at a meeting of shareholders (1) by or at the direction of the Board of Directors, (2) by any committee or person appointed by the Board of Directors or (3) by any shareholder of the Company entitled to vote for the election of directors at the meeting who complies with the notice procedures set forth in this Section 2.

Nomination by Directors or Committee. Nominations made by or at the direction of the Board of Directors or the committee or person appointed by the Board of Directors may be made at any time prior to the shareholders' meeting. The Board of Directors must send notice of nominations to the shareholders together with the notice of the meeting of the shareholders; provided, however, if the nominations are made after the notice of the meeting has been mailed, the Board of Directors must send notice of its nominations to the shareholders as soon as practicable.

Nomination by Shareholders. Nominations, other than those made by or at the direction of the Board of Directors or the committee or person appointed by the Board of Directors, shall be made pursuant to timely notice in writing to the Secretary. To be timely, a shareholder's notice shall be delivered to or mailed and received by the Secretary at the principal executive office of the Company not less than sixty (60) days prior to the scheduled date of the meeting (regardless of any postponements, deferrals or adjournments of the meeting to a later date); provided, however, if no notice is given and no public announcement is made to the shareholders regarding the date of the meeting at least 75 days prior to the meeting, the shareholder's notice shall be valid if delivered to or mailed and received by the Secretary at the principal executive office of the Company not less than fifteen (15) days following the day on which the notice or public announcement of the date of the meeting was given or made.

Contents of Notice. Nominations, other than those made by or at the direction of the Board of Directors or the committee or person appointed by the Board of Directors, shall set forth:

(1) as to each person whom the shareholder proposes to nominate for election or reelection as a director, (a) the name, age, business address and residential address of the person, (b) the principal occupation or employment of the person (c) the class and number of shares of capital stock of the Company that are beneficially owned by the person, (d) written consent by the person, agreeing to serve as director if elected, (e) a description of all arrangements or understandings between the person and the shareholder regarding the nomination, (f) a description of all arrangements or understandings between the person and any other person or persons (naming such persons) regarding the nomination, (g) all information relating to the person that is required to be disclosed in solicitations for proxies for election of directors pursuant to Rule 14a under the Securities Exchange Act of 1934, as amended, and (h) such other information as the Company may reasonably request to determine the eligibility of such proposed nominee to serve as director of the Company; and

(2) as to the shareholder giving the notice, (a) the name, business address and residential address of the shareholder giving the notice, (b) the class and number of shares of capital stock of the Company that are beneficially owned by such shareholder, (c) a description of all arrangements or understandings between the shareholder and the nominee regarding the nomination, and (d) a description of all arrangements or understandings between the shareholder and any other person or persons (naming such persons) regarding the nomination.

Compliance with Bylaws. No person shall be eligible for election by the shareholders as a director of the Company unless nominated in accordance with the procedures set forth in this section of the Bylaws. The Chairman of the Board of Directors shall, if the facts warrant, determine and declare prior to the meeting of shareholders that the nomination was not made in accordance with the foregoing procedure, and if he or she should so determine, he or she shall so inform the nominee and the shareholder who nominated the nominee as soon as practicable and the defective nomination shall be disregarded.

Effective Date of Election of Director. Notwithstanding anything in these Bylaws to the contrary, no election of a director nominated by a shareholder shall become effective until the final termination of any proceeding which may have been commenced in any court of competent jurisdiction for an adjudication of any legal issues incident to determining the procedure pursuant to which the nomination of such director was brought before the shareholders, unless and until such court shall have determined that such proceedings are not being pursued expeditiously and in good faith.

SECTION 3. Vacancies. If a vacancy occurs on the board of directors, including a vacancy resulting from an increase in the number of directors:

(a) the shareholders may fill the vacancy;

(b) the board of directors may fill the vacancy; or

(c) if the directors remaining in office constitute fewer than a quorum of the board, they may fill the vacancy by the affirmative vote of a majority of directors remaining in office.

A vacancy that will occur at a specific later date, by reason of a resignation effective at a later date, may be filled before the vacancy occurs but the new director may not take office until the vacancy occurs.

A director elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office. A director filling a position resulting from an increase in the number of directors shall hold office until the next annual meeting of shareholders and until his or her successor is elected and qualified.

SECTION 4. Meetings. Regular meetings of the Board shall be held at such time and place as provided by resolution of the Board of Directors or as stated in the notice of the meeting.

Special meetings of the Board may be called by the Chairman of the Board, the President of the Company, the Lead Director or by any two directors. The Lead Director may call meetings of the independent directors, who shall not be employees of the Company. At least two days' notice of all special meetings of the Board shall be given to each director personally by telegraphic, electronic or written notice. Any meeting may be held without notice if all of the directors are present, or if those not present waive notice of the meeting by telegram, electronic communication or in writing. Special meetings of the Board of Directors may be held within or without the state of Florida.

SECTION 5. Committees. The Board of Directors shall, by resolution or resolutions passed by a majority of the whole Board, designate an Executive Committee, to consist of the Chief Executive Officer of the Company who may be the Chairman of the Board, or the President and three additional members, and not fewer than three alternates to serve at the call of the Chief Executive Officer in case of the unavoidable absence of one of the regular members, to be elected from the Board of Directors. The Executive Committee shall, when the Board is not in session, have and may exercise all of the authority of the Board of Directors in the management of the business and affairs of the Company.

The Board of Directors may appoint other committees, standing or special, from time to time, from among their own number, or otherwise, and confer powers on such committees, and revoke such powers and terminate the existence of such committees at its pleasure.

A majority of the members of any such committee shall constitute a quorum for the purpose of fixing the time and place of its meetings, unless the Board shall otherwise provide. All action taken by any such committee shall be reported to the Board at its meeting next succeeding such action.

SECTION 6. Compensation of Directors. The Board of Directors shall fix the fee to be paid to each director for attendance at any meeting of the Board or of any committee thereof, and may, in its discretion, authorize payment to directors of traveling expenses incurred in attending any such meeting.

SECTION 7. Removal. Any director may be removed from office at any time, with or without cause, and another be elected in his or her place, by the vote of the holders of record of a majority of the outstanding shares of stock of the Company (of the class or classes by which such director was elected) entitled to vote thereon, at a special meeting of shareholders called for such purpose.

ARTICLE III: Officers

SECTION 1. Officers. The officers of the Company shall be elected by the Board of Directors and shall consist of a Chairman of the Board, a President, a Secretary, a Treasurer, and one or more Vice Presidents, and such other officers as the Board from time to time shall elect, with such duties as the Board shall deem necessary to conduct the business of the Company. Any officer may hold two or more offices (including those of the Chairman of the Board and President) except that the offices of President and Secretary may not be held by the same person. The Chairman of the Board shall be a director; other officers, including any Vice Chairman and the President, may be, but are not required to be, Directors.

SECTION 2. Term of Office. Removal. In the absence of a special contract, all officers shall hold their respective offices for one year or until their successors shall have been duly elected and qualified, but they or any of them may be removed from their respective offices on a vote by a majority of the Board.

SECTION 3. Powers and Duties. The officers of the Company shall have such powers and duties as generally pertain to their offices, respectively, as well as such powers and duties as from time to time shall be conferred by the Board of Directors and/or by the Executive Committee. In the absence of the Chairman of the Board, if any, the Lead Director shall preside at the meetings of the Board of Directors. In the absence of both the Chairman of the Board and the Lead Director, and provided a quorum is present, the senior member of the Board present, in terms of service on the Board, shall serve as Chairman pro tern of the meeting.

SECTION 4. Salaries. The salaries of all executive officers of the Company shall be determined and fixed by the Board of Directors, or pursuant to such authority as the Board may from time to time prescribe.

ARTICLE IV: Indemnification of Directors and Officers

SECTION 1. Any indemnification (unless ordered by a court) shall be made by the Company only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstance because the person was not finally adjudged in any threatened, pending or completed action, suit or proceeding (an "Action") to have knowingly violated criminal law or was not liable for willful misconduct in the performance of the person's duty to the Company. In the case of any director, such determination shall be made: (1) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such Action; or (2) if such a quorum is not obtainable, by majority vote of a committee duly designated by the Board of Directors (in which designation directors who are parties may participate) consisting solely of two or more directors not at the time parties to the proceeding; or (3) by special legal counsel selected by the Board of Directors or its committee in the manner prescribed by clause (1) or (2) of this paragraph, or if such a quorum is not obtainable and such a committee cannot be designated, by majority vote of the Board of Directors, in which selection directors who are parties may participate; or (4) by vote of the shareholders, in which vote shares owned by or voted under the control of directors, officers and employees who are at the time parties to the Action may not be voted. In the case of any officer, employee, or agent other than a director, such determination may be made (i) by the Board of Directors or a committee thereof; (ii) by the Chairman of the Board of the Company or, if the Chairman is a party to such Action, the President of the Company, or (iii) such other officer of the Company, not a party to such Action, as such person specified in clause (i) or (ii) of this paragraph may designate. Authorization of indemnification and evaluation as to reasonableness of expenses shall be made in the same manner as the determination that indemnification is permissible, except that if the determination is made by special legal counsel, authorization of indemnification and evaluation as to reasonableness of expenses shall be made by those entitled hereunder to select such legal counsel.

It is the intention of the Company that the indemnification set forth in this Section of Article IV, shall be applied to no less extent than the maximum indemnification permitted by law. In the event that any right to indemnification or other right hereunder may be deemed to be unenforceable or invalid, in whole or in part, such unenforceability or invalidity shall not affect any other right hereunder, or any right to the extent that is not deemed to be unenforceable. The indemnification provided herein shall be in addition to, and not exclusive of, any other rights to which those indemnified may be entitled under the articles of incorporation, any Bylaw, agreement, vote of shareholders, or otherwise, and shall continue as to a person who has ceased to be a director, officer, employee, or agent and inure to the benefit of such person's heirs, executors, and administrators.

ARTICLE V: Checks, Notes, Etc.

SECTION 1. All checks and drafts on the Company's bank accounts and all bills of exchange and promissory notes, and all acceptances, obligations and other instruments for the payment of money, shall be signed by such officer or officers, agent or agents, as shall be thereunto authorized from time to time by the Board of Directors.

SECTION 2. Shares of stock and other interests in other corporations or associations shall be voted by such officer or officers as the Board of Directors may designate.

SECTION 3. Except as the Board of Directors shall otherwise provide, all contracts expressly approved by the Board shall be signed on behalf of the Company by the Chairman of the Board, the President, or Chief Financial Officer.

ARTICLE VI: Capital Stock

SECTION 1. Certificate for shares. Unless otherwise authorized by the Board of Directors, the interest of each stockholder of the Company shall be evidenced by a certificate or certificates for shares of stock in such form as required by law and as the Board of Directors may from time to time prescribe. The Board of Directors may authorize the issue of some or all of the shares of any or all of its classes or series without certificates. The certificates of stock shall be signed by the President or a Chief Financial Officer and the Secretary or an Assistant Secretary and sealed with the seal of the Company. Such seal may be a facsimile.

Where any such certificate is countersigned by a transfer agent other than the Company, or an employee of the Company, or is countersigned by a transfer clerk and is registered by a registrar, the signatures of the President or Chief Financial Officer and the Secretary or Assistant Secretary may be facsimiles.

In case any officer who has signed, or whose facsimile signature has been placed upon such certificate, shall have ceased to be such officer before such certificate is issued, it may nevertheless be issued by the Company with the same effect as if such officer had not ceased to hold such office at the date of its issue.

SECTION 2. Transfer of Shares. The shares of stock of the Company shall be transferable on the books of the Company by the holders thereof in person or by duly authorized attorney, upon surrender and cancellation of certificates for a like number of shares, with duly executed assignment and power of transfer endorsed thereon or attached thereto, and with such proof of the authenticity of the signatures as the Company or its agents may reasonably require.

SECTION 3. Lost, Stolen or Destroyed Certificates. No certificate of stock claimed to have been lost, destroyed or stolen shall be replaced by the Company with a new certificate of stock until the holder thereof has produced evidence of such loss, destruction or theft, and has furnished indemnification to the Company and its agents to such extent and in such manner as the proper officers or the Board of Directors may from time to time prescribe.

ARTICLE VII: Corporate Records

SECTION 1. Records. The Company shall keep such books and records as may be required byapplicable law.

SECTION 2. Inspection. Shareholders of the Company shall have the right to inspect the books and records of the Company as provided by the law of the state of Nevada.

ARTICLE VIII: Fiscal Year

The fiscal year of the Company shall begin on the 1st day of January in each year and shall end on the 31st day of December following.

ARTICLE IX: Corporate Seal

The seal of the Company shall be circular in form and there shall be inscribed thereon – Stem Cell Assurance, Inc. - a Corporation of Nevada - 1997.

ARTICLE X: Amendments

The Board of Directors may amend or repeal the Company's Bylaws except to the extent that (i) The Company's articles of incorporation or Virginia state law reserves this power to the stockholders, or (ii) the shareholders in adopting or amending particular bylaws provide expressly that the board of directors may not amend or repeal that bylaw. The Company's shareholders may amend or repeal the Company's bylaws even though the bylaws may also be amended or repealed by the Board of Directors.

Richard M. Proodian - Chief Financial Officer (CFO)

_____
Date

STEM CELL ASSURANCE, INC.
2010 EQUITY PARTICIPATION PLAN

1. Purpose. The Stem Cell Assurance, Inc. 2010 Equity Participation Plan (the "Plan") is intended to advance the interests of Stem Cell Assurance, Inc. (the "Company") by inducing individuals or entities of outstanding ability and potential to join and remain with, or provide consulting or advisory services to, the Company or a parent or subsidiary of the Company, by encouraging and enabling eligible employees, non-employee directors, consultants and advisors to acquire proprietary interests in the Company, and by providing the participating employees, non-employee directors, consultants and advisors with an additional incentive to promote the success of the Company. This is accomplished by providing for the granting of Incentive Stock Options, Nonstatutory Stock Options, Stock Appreciation Rights, Restricted Stock and Stock Bonuses, as such terms are defined in Section 2, to employees, non-employee directors, consultants and advisors. As used herein, the term "parent" or "subsidiary" shall mean any present or future entity which is or would be a "parent corporation" or "subsidiary corporation" of the Company as the term is defined in Section 424 of the Code (as hereinafter defined) (determined as if the Company were the employer corporation).

2. Definitions. Capitalized terms not otherwise defined in the Plan shall have the following meanings:

(a) "Award Agreement" shall mean a written agreement, in such form as the Committee shall determine, that evidences the terms and conditions of a Stock Award granted under the Plan.

(b) "Board" shall mean the Board of Directors of the Company.

(c) "Code" shall mean the Internal Revenue Code of 1986, as amended.

(d) "Committee" shall mean a committee or subcommittee of the Board to whom authority has been granted by the Board to make determinations with regard to the Plan, which committee or subcommittee shall consist of at least two persons, each of whom is intended to be an "outside independent director" to the extent required by the rules and regulations of any established stock exchange or a national market system, including, without limitation, The Nasdaq Stock Market ("Nasdaq"), and an "outside director" to the extent required by Section 162(m) of the Code. If for any reason the appointed Committee does not meet the requirements of Section 162(m) of the Code, such noncompliance shall not affect the validity of Stock Awards, interpretations or other actions of the Committee.

(e) "Common Stock" shall mean the common stock, $.01 par value, of the Company.

(f) "Exchange Act" shall mean the Securities Exchange Act of 1934, as amended.

(g) "Fair Market Value" on a specified date means the value of a share of Common Stock, determined as follows:

(i) if the Common Stock is listed on any established stock exchange or a national market system, including, without limitation, Nasdaq, its Fair Market Value shall be the closing sales price for such stock (or the closing bid, if no sales were reported) as quoted on such exchange or system on the day immediately preceding the day of determination (or, if the determination is made after the close of business for trading, then on the day of determination) as reported in The Wall Street Journal or such other source as the Committee deems reliable;

(ii) if the Common Stock is regularly quoted by a recognized securities dealer but selling prices are not reported, its Fair Market Value shall be the mean between the high bid and low asked prices for the Common Stock on the day immediately preceding the day of determination (or, if the determination is made after the close of business for trading, then on the day of determination), as reported in The Wall Street Journal or such other source as the Committee deems reliable; or

(iii) in the absence of an established market for the Common Stock, the Fair Market Value shall be determined in good faith by the Committee under a method that complies with Code Sections 422 and 409A, if applicable.

(h) "Incentive Stock Option" shall mean an Option that is an "incentive stock option" within the meaning of Section 422 of the Code and that is identified as an Incentive Stock Option in the Award Agreement by which it is evidenced.

(i) "Nonstatutory Stock Option" shall mean an Option that is not an Incentive Stock Option within the meaning of Section 422 of the Code.

(j) "Option" shall mean an Incentive Stock Option or a Nonstatutory Stock Option.

(k) "Restricted Stock" shall mean an award of shares of Common Stock that is subject to certain conditions on vesting and restrictions on transferability as provided in Section 15 of the Plan.

(l) "Section 162(m) of the Code" means the exception for performance-based compensation under Section 162(m) of the Code and any applicable Treasury regulations thereunder.

(m) "Section 409A of the Code" means the nonqualified deferred compensation rules under Section 409A of the Code and any applicable Treasury regulations thereunder.

(n) "Securities Act" shall mean the Securities Act of 1933, as amended.

(o) "Stock Appreciation Right" or "SAR" shall mean a right to receive payment of the appreciated value of shares of Common Stock as provided in Section 10 of the Plan.

(p) "Stock Award" shall mean an Incentive Stock Option, a Nonstatutory Stock Option, a Restricted Stock award, a Stock Appreciation Right or a Stock Bonus award.

(q) "Stock Bonus" shall mean a bonus award payable in shares of Common Stock as provided in Section 16 of the Plan.

3. Administration. The Plan shall be administered by the Board or the Committee. All references in the Plan to the "Committee" shall be deemed to refer to the "Board" if no committee is established for the purpose of making determinations with respect to the Plan. Except as herein specifically provided, the interpretation and construction by the Committee of any provision of the Plan or of any Stock Award granted under it shall be final and conclusive, provided, that, with regard to any provision of this Plan or any Award Agreement relating thereto that is intended to comply with Section 162(m) of the Code, any such action by the Committee shall be permitted only to the extent such action would be permitted under Section 162(m) of the Code. The Committee may, in its sole discretion, adopt special guidelines and provisions for persons who are residing in or employed in, or subject to, the taxes of, any domestic or foreign jurisdictions to comply with applicable tax and securities laws of such domestic or foreign jurisdictions. This Plan is intended to comply with the applicable provisions of Section 162(m) of the Code with respect to Awards intended to be

"performance-based," and this Plan shall be limited, construed and interpreted in a manner so as to comply therewith. The receipt of a Stock Award by any members of the Committee shall not preclude their vote on any matters in connection with the administration or interpretation of the Plan.

4. Shares Subject to the Plan. The shares subject to Stock Awards granted under the Plan shall be the Common Stock, whether authorized but unissued or held in the Company's treasury, or shares purchased from stockholders expressly for use under the Plan. The maximum number of shares of Common Stock which may be issued pursuant to Stock Awards granted under the Plan shall not exceed in the aggregate two hundred million (200,000,000) shares. The Company shall at all times while the Plan is in force reserve such number of shares of Common Stock as will be sufficient to satisfy the requirements of all outstanding Stock Awards granted under the Plan. In the event any Option or SAR granted under the Plan shall expire or terminate for any reason without having been exercised in full or shall cease for any reason to be exercisable in whole or in part, the unpurchased shares subject thereto shall again be available for Stock Awards under the Plan. In the event any shares of Restricted Stock are forfeited for any reason or the right to receive any Stock Bonus is terminated for any reason, the shares forfeited shall again be available for Stock Awards under the Plan. In the event shares of Common Stock are delivered to, or withheld by, the Company pursuant to Section 13(b) or 29 hereof, only the net number of shares issued, i.e., net of the shares so delivered or withheld, shall be considered to have been issued pursuant to the Plan.

5. Participation. The class of individuals and entities that shall be eligible to receive Stock Awards ("Grantees") under the Plan shall be (a) with respect to Incentive Stock Options, all employees of either the Company or any parent or subsidiary of the Company, and (b) with respect to all other Stock Awards, all employees and non-employee directors of, and consultants and advisors to, either the Company or any parent or subsidiary of the Company; provided, however, no Stock Award shall be granted to any such consultant or advisor unless (i) the consultant or advisor is a natural person (or an entity wholly-owned, directly or indirectly, by a natural person), (ii) bona fide services have been or are to be rendered by such consultant or advisor and (iii) such services are not in connection with the offer or sale of securities in a capital raising transaction and do not directly or indirectly promote or maintain a market for the Company's securities. The Committee, in its sole discretion, but subject to the provisions of the Plan, shall determine the employees and non-employee directors of, and the consultants and advisors to, the Company and its parents and subsidiaries to whom Stock Awards shall be granted, and the number of shares to be covered by each Stock Award grant, taking into account the nature of the employment or services rendered by the individuals or entities being considered, their annual compensation, their present and potential contributions to the success of the Company, and such other factors as the Committee may deem relevant. For purposes hereof, a non-employee to whom an offer of employment has been extended shall be considered an employee, provided that the Stock Award granted to such individual shall not be exercisable or vest, in whole or in part, for a period of at least one year from the date of grant and, in the event the individual does not commence employment with the Company, the Stock Award granted shall be considered null and void.

6. Award Agreement. Each Stock Award granted under the Plan shall be authorized by the Committee, and shall be evidenced by an Award Agreement which shall be executed by the Company and, in the discretion of the Committee, by the individual or entity to whom such Stock Award is granted. The Award Agreement shall specify the number of shares of Common Stock as to which the Stock Award is granted, the period during which any Option or SAR is exercisable and the option or base price per share thereof, the vesting periods for any Restricted Stock or Stock Bonus, any performance-based vesting criteria (the "Performance Goals") and such other terms and provisions as the Committee may deem necessary or appropriate, provided, that, with regard to any Stock Award that is intended to comply with Section 162(m) of the Code, any applicable performance criteria shall be based on one or more of the Performance Goals set forth in Exhibit A hereto and no such Stock Awards other than Options or SARs shall be granted on or after the fifth anniversary of the stockholder approval of the Plan unless the Performance Goals set forth on Exhibit A are reapproved (or other designated performance goals are approved) by the stockholders no later than the first stockholder meeting that occurs in the fifth year following the year in which stockholders approve the Performance Goals set forth on Exhibit A.

7. Incentive Stock Options. The Committee may grant Incentive Stock Options under the Plan which are subject to the following terms and conditions and any other terms and conditions as may at any time be required by Section 422 of the Code:

(a) No Incentive Stock Option shall be granted to individuals other than employees of the Company or of a parent or subsidiary of the Company.

(b) Each Incentive Stock Option under the Plan must be granted prior to November 17, 2020, which is within ten years from the date the Plan was adopted by the Board.

(c) The option price of the shares subject to any Incentive Stock Option shall not be less than the Fair Market Value of the Common Stock at the time such Incentive Stock Option is granted; provided, however, if an Incentive Stock Option is granted to an individual who owns, at the time the Incentive Stock Option is granted, more than 10% of the total combined voting power of all classes of stock of the Company or of a parent or subsidiary of the Company (a "10% Stockholder"), the option price of the shares subject to the Incentive Stock Option shall be at least 110% of the Fair Market Value of the Common Stock at the time such Incentive Stock Option is granted.

(d) No Incentive Stock Option granted under the Plan shall be exercisable after the expiration of ten years from the date of its grant; provided, however, if an Incentive Stock Option is granted to a 10% Stockholder, such Incentive Stock Option shall not be exercisable after the expiration of five years from the date of its grant. Every Incentive Stock Option granted under the Plan shall be subject to earlier termination as expressly provided in Section 12 hereof.

(e) For purposes of determining stock ownership under this Section 7, the attribution rules of Section 424(d) of the Code shall apply.

8. Nonstatutory Stock Options. The Committee may grant Nonstatutory Stock Options under the Plan. Nonstatutory Stock Options shall be subject to the following terms and conditions:

(a) A Nonstatutory Stock Option may be granted to any individual or entity eligible to receive an Option under the Plan pursuant to clause (b) of Section 5 hereof.

(b) Except as otherwise determined by the Committee, the option price of the shares subject to a Nonstatutory Stock Option shall not be less than the Fair Market Value of the Common Stock at the time such Nonstatutory Stock Option is granted.

(c) No Nonstatutory Stock Option granted under the Plan shall be exercisable after the expiration of ten years from the date of its grant.

9. Reload Options. The Committee may grant Options with a reload feature. A reload feature shall only apply when the option price is paid by delivery of Common Stock (as set forth in Section 13(b)(ii)) or by having the Company reduce the number of shares otherwise issuable to a Grantee (as provided for in the last sentence of Section 13(b)) (a "Net Exercise"). The Award Agreement for the Options containing the reload feature shall provide that the Grantee shall receive, contemporaneously with the payment of the option price in shares of Common Stock or in the event of a Net Exercise, a reload stock option (the "Reload Option") to purchase that number of shares of Common Stock equal to the sum of (i) the number of shares of Common Stock used to exercise the Option (or not issued in the case of a Net Exercise), and (ii) with respect to Nonstatutory Stock Options, the number of shares of Common Stock used to satisfy any tax withholding requirement incident to the exercise of such Nonstatutory Stock Option. The terms of the Plan applicable to the Option shall be equally applicable to the Reload Option with the following exceptions: (i) the option price per share of Common Stock deliverable upon the exercise of the Reload Option, (A) in the case of a Reload Option which is an Incentive Stock Option being granted to a 10% Stockholder, shall be 110% of the Fair Market Value of a share of Common Stock on the date of grant of the Reload Option and (B) in the case of a Reload Option which is an Incentive Stock Option being granted to a person other than a 10% Stockholder or is a Nonstatutory Stock Option, shall be the Fair Market Value of a share of Common Stock on the date of grant of the Reload Option; and (ii) the term of the Reload Option shall be equal to the remaining option term of the Option (including a Reload Option) which gave rise to the Reload Option. The Reload Option shall be evidenced by an appropriate amendment to the Award Agreement for the Option which gave rise to the Reload Option. In the event the exercise price of an Option containing a reload feature is not paid in shares of Common Stock, the reload feature shall have no application with respect to such exercise.

10. Stock Appreciation Rights.

(a) The Committee may grant Stock Appreciation Rights to such persons eligible under the Plan as the Committee may select from time to time. SARs shall be granted at such times, in such amounts and under such other terms and conditions as the Committee shall determine, which terms and conditions shall be evidenced under an Award Agreement, subject to the terms of the Plan. Subject to the terms and conditions of the Award Agreement, an SAR shall entitle the Grantee to exercise the SAR, in whole or in part, in exchange for a payment of shares of Common Stock, cash or a combination thereof, as determined by the Committee and provided for in the Award Agreement, equal in value to the excess of the Fair Market Value of the shares of Common Stock underlying the SAR, determined on the date of exercise, over the base amount set forth in the Award Agreement for the shares of Common Stock underlying the SAR, which base amount shall not be less than the Fair Market Value of such Common Stock, determined as of the date the SAR is granted. The Company may, in its sole discretion, withhold from any such cash payment any amount necessary to satisfy the Company's obligation for withholding taxes with respect to such payment.

(b) No SAR granted under the Plan shall be exercisable after the expiration of ten years from the date of its grant.

(c) All references in the Plan to "Options" shall be deemed to include "SARs" where applicable.

11. Transferability of Options.

(a) No Option granted under the Plan shall be transferable by the individual or entity to whom it was granted other than by will or the laws of descent and distribution, and, during the lifetime of an individual, shall not be exercisable by any other person, but only by him.

(b) Notwithstanding Section 11(a) above, a Nonstatutory Stock Option granted under the Plan may be transferred in whole or in part during a Grantee's lifetime, upon the approval of the Committee, to a Grantee's "family members" (as such term is defined in Rule 701(c)(3) of the Securities Act and General Instruction A(1)(a)(5) to Form S-8) through a gift or domestic relations order. The transferred portion of a Nonstatutory Stock Option may only be exercised by the person or entity who acquires a proprietary interest in such Option pursuant to the transfer. The terms applicable to the transferred portion shall be the same as those in effect for the Option immediately prior to such transfer and shall be set forth in such documents issued to the transferee as the Committee may deem appropriate. As used in the Plan, the terms "Grantee" (when referring to an Option recipient) and "holder of an Option" shall refer to the grantee of the Option and not any transferee thereof.

12. Effect of Termination of Employment or Death on Options

(a) Unless otherwise provided in the Award Agreement and except as provided in subsections (b) and (c) of this Section 12, if the employment of an employee by, or the services of a non-employee director for, or consultant or advisor to, the Company or a parent or subsidiary of the Company, shall terminate for any reason, then his Option may be exercised at any time within three months after such termination, subject to the provisions of subsection (d) of this Section 12. For purposes of this subsection (a), an employee, non-employee director, consultant or advisor who leaves the employ or services of the Company to become an employee or non-employee director of, or a consultant or advisor to, a parent or subsidiary of the Company or a corporation (or subsidiary or parent of the corporation) which has assumed the Option of the Company as a result of a corporate reorganization or like event shall not be considered to have terminated his employment or services.

(b) Unless otherwise provided in the Award Agreement, if the holder of an Option under the Plan dies (i) while employed by, or while serving as a non-employee director for or a consultant or advisor to, the Company or a parent or subsidiary of the Company, or (ii) within three months after the termination of his employment or services for any reason, then such Option may, subject to the provisions of subsection (d) of this Section 12, be exercised by the estate of the employee or non-employee director, consultant or advisor, or by a person who acquired the right to exercise such Option by bequest or inheritance or by reason of the death of such employee or non-employee director, consultant or advisor, at any time within one year after such death.

(c) Unless otherwise provided in the Award Agreement, if the holder of an Option under the Plan ceases employment or services because of permanent and total disability (within the meaning of Section 23(e)(3) of the Code) ("Permanent Disability") while employed by, or while serving as a non-employee director for or consultant or advisor to, the Company or a parent or subsidiary of the Company, then such Option may, subject to the provisions of subsection (d) of this Section 12, be exercised at any time within one year after his termination of employment, termination of directorship or termination of consulting or advisory services, as the case may be, due to the disability. Notwithstanding the foregoing, in the event the Company is a party to an employment, consulting or advisory agreement with a Grantee and such agreement provides for termination of employment or engagement based upon a disability or other incapacity, then, for such Grantee, a termination of employment or engagement for disability or other incapacity pursuant to the provisions thereof shall be considered to be a termination based upon Permanent Disability for purposes hereof. Furthermore, notwithstanding the foregoing, with respect to Stock Awards that are subject to Section 409A of the Code, Permanent Disability shall mean that a Grantee is disabled under Section 409A(a)(2)(c)(i) or (ii) of the Code.

(d) An Option may not be exercised pursuant to this Section 12 except to the extent that the holder was entitled to exercise the Option at the time of termination of employment, termination of directorship, termination of consulting or advisory services, or death, and in any event may not be exercised after the expiration of the Option.

(e) For purposes of this Section 12, the employment relationship of an employee of the Company or of a parent or subsidiary of the Company will be treated as continuing intact while he is on military or sick leave or other bona fide leave of absence (such as temporary employment by the Government) if such leave does not exceed 90 days, or, if longer, so long as his right to reemployment is guaranteed either by statute or by contract.

13. Exercise of Options.

(a) Unless otherwise provided in the Award Agreement, any Option granted under the Plan shall be exercisable, subject to vesting, in whole at any time, or in part from time to time, prior to expiration. The Committee, in its absolute discretion, may provide in any Award Agreement that the exercise of any Options granted under the Plan shall be subject (i) to such condition or conditions as it may impose, including, but not limited to, a condition that the holder thereof remain in the employ or service of, or continue to provide consulting or advisory services to, the Company or a parent or subsidiary of the Company for such period or periods from the date of grant of the Option as the Committee, in its absolute discretion, shall determine; and (ii) to such limitations as it may impose, including, but not limited to, a limitation that the aggregate Fair Market Value (determined at the time the Option is granted) of the Common Stock with respect to which Incentive Stock Options are exercisable for the first time by any employee during any calendar year (under all plans of the Company and its parents and subsidiaries) shall not exceed $100,000. In addition, in the event that under any Award Agreement the aggregate Fair Market Value (determined at the time the Option is granted) of the Common Stock with respect to which Incentive Stock Options are exercisable for the first time by any employee during any calendar year (under all plans of the Company and its parents and subsidiaries corporations) exceeds $100,000, the Committee may, when shares are transferred upon exercise of such Options, designate those shares which shall be treated as transferred upon exercise of an Incentive Stock Option and those shares which shall be treated as transferred upon exercise of a Nonstatutory Stock Option.

(b) An Option granted under the Plan shall be exercised by the delivery by the holder thereof to the Company at its principal office (attention of the Secretary) of written notice of the number of shares with respect to which the Option is being exercised. Such notice shall be accompanied, or followed within ten days of delivery thereof, by payment of the full option price of such shares, and payment of such option price shall be made by the holder's delivery of (i) his check payable to the order of the Company, or (ii) previously acquired Common Stock, the Fair Market Value of which shall be determined as of the date of exercise (provided that the shares delivered pursuant hereto are acceptable to the Committee in its sole discretion) or (iii) if provided for in the Award Agreement, his check payable to the order of the Company in an amount at least equal to the par value of the Common Stock being acquired, together with a promissory note, in form and upon such terms as are acceptable to the Committee, made payable to the order of the Company in an amount equal to the balance of the exercise price, or (iv) by the holder's delivery of any combination of the foregoing (i), (ii) and (iii). Alternatively, if provided for in the Award Agreement, the holder may elect to have the Company reduce the number of shares otherwise issuable by a number of shares having a Fair Market Value equal to the exercise price of the Option being exercised.

14. Further Conditions of Exercise of Options.

(a) Unless prior to the exercise of the Option the shares issuable upon such exercise have been registered with the Securities and Exchange Commission pursuant to the Securities Act, the notice of exercise shall be accompanied by a representation or agreement of the person or estate exercising the Option to the Company to the effect that such shares are being acquired for investment purposes and not with a view to the distribution thereof, and such other documentation as may be required by the Company, unless in the opinion of counsel to the Company such representation, agreement or documentation is not necessary to comply with the Securities Act.

(b) If the Common Stock is listed on any securities exchange, including, without limitation, Nasdaq, the Company shall not be obligated to deliver any Common Stock pursuant to this Plan until it has been listed on each such exchange. In addition, the Company shall not be obligated to deliver any Common Stock pursuant to this Plan until there has been qualification under or compliance with such federal or state laws, rules or regulations as the Company may deem applicable. The Company shall use reasonable efforts to obtain such listing, qualification and compliance.

15. Restricted Stock Grants.

(a) The Committee may grant Restricted Stock under the Plan to any individual or entity eligible to receive Restricted Stock pursuant to clause (b) of Section 5 hereof.

(b) In addition to any other applicable provisions hereof and except as may otherwise be specifically provided in an Award Agreement, the following restrictions in this Section 15(b) shall apply to grants of Restricted Stock made by the Committee:

(i) No shares granted pursuant to a grant of Restricted Stock may be sold, transferred, pledged, assigned or otherwise alienated or hypothecated until, and only to the extent that, such shares are vested.

(ii) Shares granted pursuant to a grant of Restricted Stock shall vest as determined by the Committee, as provided for in the Award Agreement. The foregoing notwithstanding (but subject to the discretion of the Committee and except as otherwise provided in the Award Agreement), a Grantee shall forfeit all shares not previously vested, if any, at such time as the Grantee is no longer employed by, or serving as a director of, or rendering consulting or advisory services to, the Company or a parent or subsidiary of the Company. All forfeited shares shall be returned to the Company.

(c) In determining the vesting requirements with respect to a grant of Restricted Stock, the Committee may impose such restrictions on any shares granted as it may deem advisable including, without limitation, restrictions relating to length of service, corporate performance, attainment of individual or group Performance Goals, federal or state securities laws and Rule 162(m) of the Code, and may legend the certificates representing Restricted Stock to give appropriate notice of such restrictions. With regard to a Restricted Stock Award that is intended to comply with Section 162(m) of the Code, to the extent any such provision would create impermissible discretion under Section 162(m) of the Code or otherwise violate Section 162(m) of the Code, such provision shall be of no force or effect. The applicable Performance Goals shall be based on one or more of the performance criteria set forth in Exhibit A hereto. Any such restrictions shall be specifically set forth in the Award Agreement.

(d) Certificates representing shares granted that are subject to restrictions shall be held by the Company or, if the Committee so specifies, deposited with a third-party custodian or trustee until lapse of all restrictions on the shares. After such lapse, certificates for such shares (or the vested percentage of such shares) shall be delivered by the Company to the Grantee; provided, however, that the Company need not issue fractional shares.

(e) During any applicable period of restriction, the Grantee shall be the record owner of the Restricted Stock and shall be entitled to receive all dividends and other distributions paid with respect to such shares while they are so restricted. However, if any such dividends or distributions are paid in shares of Company stock or cash or other property during an applicable period of restriction, the shares, cash and/or other property deliverable shall be held by the Company or third party custodian or trustee and be subject to the same restrictions as the shares with respect to which they were issued. Moreover, the Committee may provide in each grant such other restrictions, terms and conditions as it may deem advisable with respect to the treatment and holding of any stock, cash or property that is received in exchange for Restricted Stock granted pursuant to the Plan.

(f) Each Grantee making an election pursuant to Section 83(b) of the Code shall, upon making such election, promptly provide a copy thereof to the Company.

16. Stock Bonus Grants.

(a) The Committee may grant Stock Bonus awards to such persons eligible under the Plan as the Committee may select from time to time. Stock Bonus awards shall be granted at such times, in such amounts and under such other terms and conditions as the Committee shall determine, which terms and conditions shall be evidenced under an Award Agreement, subject to the terms of the Plan. Upon satisfaction of any conditions, limitations and restrictions set forth in the Award Agreement, a Stock Bonus award shall entitle the recipient to receive payment of a bonus described under the Stock Bonus award in the form of shares of Common Stock of the Company. Prior to the date on which a Stock Bonus award is required to be paid under an Award Agreement, the Stock Bonus award shall constitute an unfunded, unsecured promise by the Company to distribute Common Stock in the future.

(b) The Committee may condition the grant or vesting of Stock Bonus Awards upon the attainment of specified Performance Goals set forth on Exhibit A as the Committee may determine, in its sole discretion, provided that, to the extent that such Stock Bonus Awards are intended to comply with Section 162(m) of the Code, the Committee shall establish the objective Performance Goals for the vesting of such Stock Bonus Awards based on a performance period applicable to each Grantee or class of Grantees in writing prior to the beginning of the applicable performance period or at such later date as permitted under Section 162(m) of the Code and while the outcome of the Performance Goals are substantially uncertain. Such Performance Goals may incorporate, if and only to the extent permitted under Section 162(m) of the Code, provisions for disregarding (or adjusting for) changes in accounting methods, corporate transactions (including, without limitation, dispositions and acquisitions) and other similar type events or circumstances. To the extent any such provision would create impermissible discretion under Section 162(m) of the Code or otherwise violate Section 162(m) of the Code, such provision shall be of no force or effect. The applicable Performance Goals shall be based on one or more of the performance criteria set forth in Exhibit A hereto.

(c) Shares granted pursuant to a Stock Bonus shall vest as determined by the Committee, as provided for in the Award Agreement. The foregoing notwithstanding (but subject to the discretion of the Committee and except as otherwise provided in the Award Agreement), a Grantee shall forfeit the right to receive all shares not previously vested, if any, at such time as the Grantee is no longer employed by, or serving as a director of, or rendering consulting or advisory services to, the Company or a parent or subsidiary of the Company.

17. Adjustment Upon Change in Capitalization.

(a) In the event that the outstanding Common Stock is hereafter changed by reason of reorganization, merger, consolidation, recapitalization, reclassification, stock split-up, combination of shares, reverse split, stock dividend or the like, an appropriate adjustment shall be made by the Committee in the aggregate number of shares available under the Plan, in the number of shares and option price per share subject to outstanding Options, in the number of shares issuable pursuant to outstanding Stock Bonus grants, and in any limitation on exerciseability referred to in Section 13(a)(ii) hereof which is set forth in outstanding Incentive Stock Options. If the Company shall be reorganized, consolidated, or merged with another corporation, subject to the provisions of Section 20 hereof, the holder of an Option shall be entitled to receive upon the exercise of his Option, and the Grantee of a Stock Bonus shall be entitled to receive upon satisfaction of any conditions, limitations and restrictions set forth in the Award Agreement with respect to the Stock Bonus, the same number and kind of shares of stock or the same amount of property, cash or securities as he would have been entitled to receive upon the happening of any such corporate event as if he had been, immediately prior to such event, the holder of the number of shares covered by his Option or subject to the Stock Bonus; provided, however, that, in such event, the Committee shall have the discretionary power to take any action necessary or appropriate to prevent any Incentive Stock Option granted hereunder which is intended to be an "incentive stock option" from being disqualified as such under the then existing provisions of the Code or any law amendatory thereof or supplemental thereto; and provided, further, that in such event the Committee shall have the discretionary power to take any action necessary or appropriate to prevent such adjustment from being deemed or considered as the adoption of a new plan requiring shareholder approval under Section 422 of the Code and the regulations promulgated thereunder.

(b) Any adjustment in the number of shares shall apply proportionately to only the unexercised portion of the Option, or the unissued shares subject to an outstanding Stock Bonus, granted hereunder. If fractions of a share would result from any such adjustment, the adjustment shall be revised to the next lower whole number of shares.

18. Rights of Grantees. The holder of an Option granted under the Plan shall have none of the rights of a stockholder with respect to the Common Stock covered by his Option until such Common Stock shall be transferred to him upon the exercise of his Option. The recipient of a Stock Bonus under the Plan shall have none of the rights of a stockholder with respect to the Common Stock covered by the Stock Bonus until the date on which the Grantee is entitled to receive the Common Stock pursuant to the Award Agreement.

19. Restrictions Upon Shares; Right of First Refusal

(a) No Grantee shall, for value or otherwise, sell, assign, transfer or otherwise dispose of all or any part of the shares issued pursuant to the exercise of an Option or received as Restricted Stock or pursuant to a Stock Bonus (collectively, the "Shares"), or of any beneficial interest therein (collectively a "Disposition"), except as permitted by and in accordance with the provisions of the Plan. The Company shall not recognize as valid or give effect to any Disposition of any Shares or interest therein upon the books of the Company unless and until the Grantee desiring to make such Disposition shall have complied with the provisions of the Plan.

(b) No Grantee shall, without the written consent of the Company, pledge, encumber, create a security interest in or lien on, or in any way attempt to otherwise impose or suffer to exist any lien, attachment, levy, execution or encumbrance on the Shares.

(c) If, at any time, a Grantee desires to make a Disposition of any of the Shares (the "Offered Shares") to any third-party individual or entity pursuant to a bona fide offer (the "Offer"), he shall give written notice of his intention to do so ("Notice of Intent to Sell") to the Company, which notice shall specify the name(s) of the offeror(s) (the "Proposed Offeror(s)"), the price per share offered for the Offered Shares and all other terms and conditions of the proposed transaction. Thereupon, the Company shall have the option to purchase from the Grantee all, but not less than all, the Offered Shares upon the same terms and conditions as set forth in the Offer.

(d) If the Company desires to purchase all of the Offered Shares, it must send a written notice to such effect to the Grantee within 30 days following receipt of the Notice of Intent to Sell.

(e) The closing of any purchase and sale of the Offered Shares shall take place 60 days following receipt by the Company of the Notice of Intent to Sell.

(f) If the Company does not elect to purchase all of the Offered Shares within the period set forth in paragraph (d) hereof, no Shares may be purchased by the Company, and the Grantee shall thereupon be free to dispose of such Shares to the Proposed Offeror(s) strictly in accordance with the terms of the Offer. If the Offered Shares are not disposed of strictly in accordance with the terms of the Offer within a period of 120 days after the Grantee gives a Notice of Intent to Sell, such Shares may not thereafter be sold without compliance with the provisions hereof.

(g) All certificates representing the Shares shall bear on the face or reverse side thereof the following legend:

"The shares represented by this certificate are subject to the provisions of the Stem Cell Assurance, Inc. 2010 Equity Participation Plan, a copy of which is on file at the offices of the Company."

(h) The provisions of this Section 19 shall only take effect if expressly provided for in the particular Award Agreement, shall be of no force or effect during such time that the Company is subject to the reporting requirements of the Exchange Act pursuant to Section 13 or 15(d) thereof and shall be subject to the provisions of any and all agreements hereafter entered into to which both the Company and any Grantee are parties that provide for a right of first refusal with respect to the Disposition of Shares.

20. Liquidation, Merger or Consolidation. Notwithstanding Section 13(a) hereof, if the Board of Directors approves a plan of complete liquidation or a merger or consolidation (other than a merger or consolidation that would result in the voting securities of the Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity), at least 50% of the combined voting power of the voting securities of the Company (or such surviving entity) outstanding immediately after such merger or consolidation), the Committee may, in its sole discretion, upon written notice to the holder of an Option, provide that the Option must be exercised within 20 days following the date of such notice or it will be terminated. In the event such notice is given, the Option shall become immediately exercisable in full.

21. "**Market Stand-off"**. No Grantee may, without the prior written consent of the managing underwriter, do any of the following during the period commencing on the date of the final prospectus relating to the Company's first underwritten public offering of its Common Stock under the Securities Act after the Adoption Date (as hereinafter defined) (the "IPO") and ending on the date specified by the Company and the managing underwriter (such period not to exceed 180 days in the case of the IPO; provided, however, that if (a) during the last 17 days of the initial lock-up period, the Company releases earnings results or announces material news or a material event or (b) prior to the expiration of the initial lock-up period, the Company announces that it will release earnings results during the 15-day period following the last day of the initial lock-up period, then in each case the lock-up period will be automatically extended until the expiration of the 18-day period beginning on the date of release of the earnings results or the announcement of the material news or material event, as applicable): (i) lend; offer; pledge; sell; contract to sell; sell any option or contract to purchase; purchase any option or contract to sell; grant any option, right, or warrant to purchase; or otherwise transfer or dispose of, directly or indirectly, any of the Shares held immediately before the effective date of the registration statement for such offering or (ii) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of such securities, whether any such transaction described in clause (i) or (ii) above is to be settled by delivery of Common Stock or other securities, in cash, or otherwise. The foregoing provisions of this Section 21 shall apply only to the IPO, shall not apply to the sale of any shares to an underwriter pursuant to an underwriting agreement, and shall be applicable to the Grantees only if all officers, directors, and stockholders individually owning more than 5% of the Company's outstanding Common Stock are subject to the same restrictions. The underwriters in connection with such registration are intended third-party beneficiaries of this Section 21 and shall have the right, power, and authority to enforce the provisions hereof as though they were a party to the Award Agreement executed pursuant hereto. Each Grantee shall execute such agreements as may be reasonably requested by the underwriters in connection with such registration that are consistent with this Section 21 or that are necessary to give further effect thereto.

22. Effectiveness of the Plan. The Plan was adopted by the Board on November 17, 2010 (the "Adoption Date"). The Plan shall be subject to approval on or before November 17, 2011, which is within one year of the Adoption Date, by the affirmative vote of the holders of a majority of the votes of the outstanding shares of capital stock of the Company present in person or represented by proxy at a meeting of stockholders and entitled to vote thereon (or in the case of action by written consent in lieu of a meeting of stockholders, the number of votes required by applicable law to act in lieu of a meeting) ("Stockholder Approval"). In the event such Stockholder Approval is withheld or otherwise not received on or before the latter date, the Plan and, unless otherwise provided in the Award Agreement, all Options, SARs, Restricted Stock and rights to Bonus Shares that may have been granted hereunder shall become null and void.

23. Termination, Modification and Amendment.

(a) The Plan (but not Options previously granted under the Plan) shall terminate on November 17, 2020 (the "Termination Date"), which is within ten years from the Adoption Date, or sooner as hereinafter provided, and no Stock Award shall be granted after termination of the Plan. The foregoing shall not be deemed to limit the vesting period for Options, SARs, Restricted Stock or Stock Bonuses granted pursuant to the Plan.

(b) The Plan may from time to time be terminated, modified, or amended if Stockholder Approval of the termination, modification or amendment is obtained.

(c) Notwithstanding paragraph (b) hereof, the Board of Directors may at any time, on or before the Termination Date, without Stockholder Approval, terminate the Plan, or from time to time make such modifications or amendments to the Plan as it may deem advisable; provided, however, that the Board of Directors shall not, without Stockholder Approval, (i) increase (except as otherwise provided by Section 17 hereof) the maximum number of shares as to which Incentive Stock Options may be granted hereunder, change the designation of the employees or class of employees eligible to receive Incentive Stock Options, or make any other change which would prevent any Incentive Stock Option granted hereunder which is intended to be an "incentive stock option" from qualifying as such under the then existing provisions of the Code or any law amendatory thereof or supplemental thereto or (ii) make any other modifications or amendments that require Stockholder Approval pursuant to applicable law, regulation or exchange requirements, including, without limitation, Section 162(m) of the Code. In the event Stockholder Approval is not received within one year of adoption by the Board of Directors of the change provided for in (i) or (ii) above, then, unless otherwise provided in the Award Agreement (but subject to applicable law), the change and all Stock Awards that may have been granted pursuant thereto shall be null and void.

(d) No termination, modification, or amendment of the Plan may, without the consent of the Grantee to whom any Stock Award shall have been granted, adversely affect the rights conferred by such Stock Award.

24. Not a Contract of Employment. Nothing contained in the Plan or in any Award Agreement executed pursuant hereto shall be deemed to confer upon any individual or entity to whom a Stock Award is or may be granted hereunder any right to remain in the employ or service of the Company or a parent or subsidiary of the Company or any entitlement to any remuneration or other benefit pursuant to any consulting or advisory arrangement.

25. Use of Proceeds. The proceeds from the sale of shares pursuant to Stock Awards granted under the Plan shall constitute general funds of the Company.

26. Indemnification of Board of Directors or Committee. In addition to such other rights of indemnification as they may have, the members of the Board of Directors or the Committee, as the case may be, shall be indemnified by the Company to the extent permitted under applicable law against all costs and expenses reasonably incurred by them in connection with any action, suit, or proceeding to which they or any of them may be a party by reason of any action taken or failure to act under or in connection with the Plan or any rights granted thereunder and against all amounts paid by them in settlement thereof or paid by them in satisfaction of a judgment of any such action, suit or proceeding, except a judgment based upon a finding of bad faith. Upon the institution of any such action, suit, or proceeding, the member or members of the Board of Directors or the Committee, as the case may be, shall notify the Company in writing, giving the Company an opportunity at its own cost to defend the same before such member or members undertake to defend the same on his or their own behalf.

27. Captions. The use of captions in the Plan is for convenience. The captions are not intended to provide substantive rights.

28. Disqualifying Dispositions. If Common Stock acquired upon exercise of an Incentive Stock Option granted under the Plan is disposed of within two years following the date of grant of the Incentive Stock Option or one year following the issuance of the Common Stock to the Grantee, or is otherwise disposed of in a manner that results in the Grantee being required to recognize ordinary income, rather than capital gain, from the disposition (a "Disqualifying Disposition"), the holder of the Common Stock shall, immediately prior to such Disqualifying Disposition, notify the Company in writing of the date and terms of such Disqualifying Disposition and provide such other information regarding the Disqualifying Disposition as the Company may reasonably require.

29. Withholding Taxes.

(a) Whenever under the Plan shares of Common Stock are to be delivered to a Grantee upon exercise of a Nonstatutory Stock Option or to a Grantee of Restricted Stock or a Stock Bonus, the Company shall be entitled to require as a condition of delivery that the Grantee remit or, at the discretion of the Committee, agree to remit when due, an amount sufficient to satisfy all current or estimated future Federal, state and local income tax withholding requirements, including, without limitation, the employee's portion of any employment tax requirements relating thereto. At the time of a Disqualifying Disposition, the Grantee shall remit to the Company in cash the amount of any applicable Federal, state and local income tax withholding and the employee's portion of any employment taxes.

(b) The Committee may, in its discretion, provide any or all holders of Nonstatutory Stock Options or Grantees of Restricted Stock or Stock Bonus with the right to use shares of Common Stock in satisfaction of all or part of the withholding taxes to which such holders may become subject in connection with the exercise of their Options or their receipt of Restricted Stock or Stock Bonus. Such right may be provided to any such holder in either or both of the following formats:

(i) The election to have the Company withhold, from the shares of Common Stock otherwise issuable upon the exercise of such Nonstatutory Stock Option or otherwise deliverable as a result of the vesting of Restricted Stock or the satisfaction of the conditions, limitations and restrictions with respect to a Stock Bonus, a portion of those shares with an aggregate fair market value equal to the percentage of the withholding taxes (not to exceed 100%) designated by the holder.

(ii) The election to deliver to the Company, at the time the Nonstatutory Stock Option is exercised or Restricted Stock is granted or vested or the conditions, limitations and restrictions are satisfied for a Stock Bonus, one or more shares of Common Stock previously acquired by such holder (other than in connection with the Option exercise or Restricted Stock or Stock Bonus grant triggering the withholding taxes) with an aggregate Fair Market Value equal to the percentage of the withholding taxes (not to exceed 100%) designated by the holder.

30. Section 409A of the Code. Although the Company does not guarantee the particular tax treatment of Stock Awards granted under the Plan, Stock Awards made under the Plan are intended to comply with, or be exempt from, the applicable requirements of Section 409A of the Code and the Plan and any Award Agreement hereunder shall be limited, construed and interpreted in accordance with such intent. To the extent that any Stock Award is subject to Section 409A of the Code, it shall be paid in a manner that will comply with Section 409A of the Code, including proposed, temporary or final regulations or any other guidance issued by the Secretary of the Treasury and the Internal Revenue Service with respect thereto. In no event whatsoever shall the Company or any of its affiliates be liable for any additional tax, interest or penalties that may be imposed on a Grantee by Section 409A of the Code or any damages for failing to comply with Section 409A of the Code or this Section 30. Notwithstanding anything in the Plan or in a Stock Award to the contrary, the following provisions shall apply to any Stock Award granted under the Plan that constitutes "non-qualified deferred compensation" pursuant to Section 409A of the Code (a "409A Covered Award"):

(a) A termination of employment shall not be deemed to have occurred for purposes of any provision of a 409A Covered Award providing for payment upon or following a termination of the Grantee's employment unless such termination is also a "Separation from Service" within the meaning of Code Section 409A and, for purposes of any such provision of a 409A Covered Award, references to a "termination," "termination of employment" or like terms shall mean Separation from Service. Notwithstanding any provision to the contrary in the Plan or the Stock Award, if the Grantee is deemed on the date of the Grantee's termination of service to be a "specified employee" within the meaning of that term under Code Section 409A(a)(2)(B) and using the identification methodology selected by the Company from time to time, or if none, the default methodology set forth in Code Section 409A, then with regard to any such payment under a 409A Covered Award, to the extent required to be delayed in compliance with Code Section 409A(a)(2)(B), such payment shall not be made prior to the earlier of (i) the expiration of the six (6)-month period measured from the date of the Grantee's Separation from Service, and (ii) the date of the Grantee's death. All payments delayed pursuant to this Section 30 shall be paid to the Grantee on the first day of the seventh month following the date of the Grantee's Separation from Service or, if earlier, on the date of the Grantee's death.

(b) Whenever a payment under a 409A Covered Award specifies a payment period with reference to a number of days, the actual date of payment within the specified period shall be within the sole discretion of the Company.

(c) If under a 409A Covered Award an amount is to be paid in two or more installments, for purposes of Code Section 409A, each installment shall be treated as a separate payment.

31. Other Provisions. Each Stock Award under the Plan may contain such other terms and conditions not inconsistent with the Plan as may be determined by the Committee, in its sole discretion. Notwithstanding the foregoing, each Incentive Stock Option granted under the Plan shall include those terms and conditions which are necessary to qualify the Incentive Stock Option as an "incentive stock option" within the meaning of Section 422 of the Code and the regulations thereunder and shall not include any terms and conditions which are inconsistent therewith.

32. Governing Law. The Plan shall be governed by, and all questions arising hereunder shall be determined in accordance with, the laws of the State of Nevada, excluding choice of law principles thereof.

Exhibit A
PERFORMANCE GOALS

Performance Goals for the purposes of the vesting of performance-based Stock Awards shall be based upon one or more of the following business criteria (which may be determined for these purposes by reference to (i) the Company as a whole, (ii) any of the Company's subsidiaries, operating divisions, regional business units or other operating units, or (iii) any combination thereof): profit before taxes, stock price, market share, gross revenue, net revenue, pre-tax income, operating income, cash flow, earnings per share, return on equity, return on invested capital or assets, cost reductions and savings, return on revenues or productivity, or any other business criteria the Committee deems appropriate, which may be modified at the discretion of the Committee to take into account significant nonrecurring items, or an event or events either not directly relating to the operations of the Company or not within the reasonable control of the Company's management, or a change in accounting standards required by generally accepted accounting principles, or which may be adjusted to reflect such costs or expenses as the Committee deems appropriate.

EMPLOYMENT AGREEMENT, dated as of the 4th day of October 2010 (the **Commencement Date**"), by and between **STEM CELL ASSURANCE, INC.**, a Nevada Corporation (the "**Company**"), and **MARK WEINREB** (the "**Employee**").

RECITALS

WHEREAS, the Company and the Employee desire to enter into an employment agreement which will set forth the terms and conditions upon which the Employee shall be employed by the Company and upon which the Company shall compensate the Employee.

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

1. **EMPLOYMENT; TERM; SEVERANCE**

1.1. The Company will employ the Employee in its business, and the Employee will work for the Company therein, as its Chief Executive Officer for a term commencing as of the date hereof and terminating on the third anniversary of the date hereof (the "**Initial Term**"). The term shall be extended for successive one (1) year periods (the "**Extended Period**") unless either party gives ninety (90) days prior written notice to the other of its desire to terminate this Agreement as of the end of the initial term or any successive term. The term of this Agreement, including the Initial Term and any Extended Period (as may be extended), is hereinafter referred to as the "**Term**." Each twelve (12) month period of the Term is referred to herein as a '**Contract Year**." Except as provided for herein, the provisions of this Agreement shall apply during the Extended Period.

1.2. The Employee's employment may be terminated by the Company at any time for "cause". As used in this Agreement, "cause" shall mean the following: (i) the Employee's commission of any act in the performance of his duties constituting common law fraud; (ii) the Employee's conviction of, or plea of guilty or nolo contendre to, any felony; or (iii) any embezzlement or misappropriation by the Employee of the Company's assets, properties or rights.

1.3. The Company may also terminate the Employee's employment without cause at any time. In the event of termination without cause (other than pursuant to Paragraph 6.1 hereof), as liquidated damages and as the sole and exclusive remedy of the Employee, the Employee shall be entitled to (i) a lump sum payment equal to the greater of (a) his Base Salary (as hereinafter defined) for the remainder of the Term or (b) two (2) times the amount of his then Base Salary, and (ii) a lump sum payment equal to the greater of (a) his Bonus (as hereinafter defined) for the remainder of the Term or (b) two (2) times the amount of his then annual Bonus, and (iii) be reimbursed pursuant to Paragraph 9.4 hereof. The foregoing shall not be construed to limit the entitlement of the Employee to his equity interest in the Company.

1.4. In the event that the Employee terminates his employment for Good Reason (as hereinafter defined) or following a Change in Control (as hereinafter defined), such termination shall be considered a termination by the Company without cause and the Employee shall be entitled to the amounts set forth in Paragraph 1.3 hereof.

1.5. As used in this Agreement, "Good Reason" shall mean, without the Employee's written consent, (i) the assignment to the Employee of duties inconsistent with the duties of a Chief Executive Officer; (ii) a reduction in his Base Salary, Bonus or other benefits; (iii) the relocation of the Employee to an office more than 25 miles from the Employee's current location in Woodbury, New York; (iv) the Employee is removed or not appointed as a member the Board; (v) the Company fails to acquire the assignment of this Agreement by an acquiring entity; or (vi) any other material breach by the Company of the provisions hereof.

2. **DUTIES**

2.1. During the Term, the Employee shall serve as the Chief Executive Officer of the Company. In such capacity as Chief Executive Officer, he shall perform duties of an executive character consisting of administrative and managerial responsibilities on behalf of the Company, and he shall have such further duties of an executive character as shall, from time to time, be delegated or assigned to him by the Board of Directors of the Company (the "**Board**") consistent with the Employee's position and the provisions hereof. The Company acknowledges and agrees that, in his capacity as Chief Executive Officer of the Company, the Employe, shall have the power and authority to cause the Company to establish an executive office and/or operations in either Long Island or New York City (subject to Board approval), as well as such other power and authority as generally accompanies the position of Chief Executive Officer.

3. **DEVOTION OF TIME**

3.1. During the Term, the Employee shall (i) devote his full-time efforts in discharging his duties hereunder; (ii) devote his best efforts, energy and skill to the services of the Company and the promotion of its interests; and (iii) not take part in activities detrimental to the best interests of the Company.

4. **COMPENSATION; COMPANY STOCK; CHANGE OF CONTROL**

4.1. For all services to be rendered by the Employee during the Term, the Employee shall be entitled to the compensation set forth in Paragraphs 4.2, 4.3 and 4.4 hereof.

4.2. The Employee shall be entitled to receive from the Company minimum compensation at the following rates per annum ("**Base Salary**"):

Year	Base Salary
1	$360,000
2	$480,000
3	$600,000

In the event the Term of this Agreement is extended beyond the Initial Term, the Base Salary payable hereunder shall be increased by twenty percent (20%) per annum. The Employee shall be entitled to such additional compensation as may be determined from time to time by the Board of Directors of the Company in its sole discretion. All amounts due hereunder shall be payable in accordance with the Company's standard payroll practices, which will be determined by the Employee.

4.3. The Employee shall be entitled to an annual bonus ("**Bonus**") in an amount equal to fifty percent (50%) of his then current Base Salary. The Bonus shall be payable in quarterly installments, commencing on the three (3) month anniversary of the Commencement Date and continuing on each three (3) month anniversary thereof, and shall not be subject to any condition. In the sole discretion of the Board, any Bonus payment may be made sooner than the times provided for above.

4.4. Concurrently with the execution hereof, the Company grants the Employee Fifty Million (50,000,000) Common Shares of the Company. Twenty Five Million (25,000,000) Common Shares shall vest immediately on the Commencement Date and Twenty Five Million (25,000,000) Common Shares shall vest on the earliest of (i) the Company raising Five Hundred Thousand Dollars ($500,000) in one or a series of financing events or (ii), three months from the Commencement date. The Common Shares granted to the Employee shall be included in a Company's registration statement on Form S-8, which the Company will file within 30 days of the Commencement Date. The Company shall pay any tax liability, on behalf of the Employee that may result from this grant. In the event the Board of Directors of the Company, in its sole discretion, determine to grant the Employee additional Common Shares of Company from time to time, the Company agrees to pay any tax liability, on behalf of the Employee, that may result from such grant. The Employee shall be eligible to receive annual equity incentive grants or options to purchase shares of the Company's Common Stock under a Company Equity Incentive Plan (the "Plan") or any other plan adopted by the Board. Such Plan shall be adopted by the Board within 30 days of the Commencement Date and all shares within the Plan shall be registered in a registration statement on Form S-8 which the Company will file within 30 days of the Commencement Date.

4.5. In the event of a Change in Control of the Company, any and all shares of stock/or stock options outstanding and owing to Employee will vest immediately at the time of the Change in Control. In addition, any and all stock options which have vested as of the termination date plus any additional options that would have vested during the twelve (12) month period following such date (which additional options shall become immediately and fully vested as of the termination date) shall remain exercisable for 60 months following such date but not beyond the original 10 year term of the options. For the purpose of this Agreement, "Change in Control" shall mean:

(a) approval by stockholders of the Company of (i) any consolidation or merger of the Company in which the Company is not the continuing or surviving entity or pursuant to which shares of stock of the Company would be converted into cash, securities or other property, other than a consolidation or merger of the Company in which holders of its common stock immediately prior to the consolidation or merger have substantially the same proportionate ownership of common stock of the surviving entity immediately after the consolidation or merger as immediately before, or (ii) a sale, lease, exchange or other transfer (in one transaction or a series of related transactions) of all or substantially all the assets of the Company; or

(b) a change in the majority composition of the Board within a 24-month period unless the election or nomination for election by the Company's stockholders of each new Director was approved by a vote of two-thirds of the Director then still in office who were in office at the beginning of the 24 month period; or

(c) there is a consolidation or merger of the Company, whether or not the Company is the continuing or surviving corporation; if, after such merger or consolidation shareholders of the Company immediately prior to such merger or consolidation hold less than 50% of the voting power of the surviving entity;

(d) there is a sale or transfer of all or substantially all of the assets of the Company in one or a series of transactions or there is a complete liquidation or dissolution of the Company; or

(e) any individual or entity or group acting in concert and affiliates thereof, acquires, directly or indirectly, more than 50% of the outstanding shares of voting stock of the Company; provided that this section (e) shall not apply to an underwritten public offering of the Company's securities.

5. **REIMBURSEMENT OF EXPENSES**

5.1. The Company shall pay directly, or reimburse the Employee for, all reasonable expenses and disbursements incurred by the Employee for and on behalf of the Company in the performance of his duties during and prior to the Term, including, without limitation, all reasonable expenses incurred by the Employee for food, lodging and transportation, if he is required to perform any of his duties away from his primary place of residence. The Company agrees that travel and accommodation will be at the business class level. For such purposes, the Employee shall submit to the Company, not less than once in each calendar month, reports of such expenses and other disbursements in the form normally used by the Company.

5.2. The Company shall also pay directly, or reimburse the Employee for, automobile parking in the area of the principal location of the Company's office, any railroad or other transportation to the Company's office, and fuel, tolls and other expenses related to the Employee traveling between the Company's office, the Employee's home, and other locations that are business related.

5.3. The Company shall also pay directly, or reimburse the Employee for, all wired and wireless telephone expenses, all other reasonable home office expenses incurred in the performance of his duties during the Term, including installation and monthly charges in connection with broad-band service, fax telephone and other related expenses and all expenses incurred by the Employee for legal fees and disbursements in connection with this Agreement.

5.4. The Company shall pay for a new computer and cellular telephone for use by the Employee and Employee shall have the right to keep such items for his personal use in the event of any termination by the Employee or the Company. The Employee shall be given, and shall be entitled to use, a Company credit card to be used in the performance of his duties.

5.5. The Employee shall be entitled to receive an automobile allowance for the use of his automobile in the amount of Twelve Hundred Dollars ($1,200) per month (the "**Automobile Allowance**").

5.6. The Company shall reimburse the Employee for all amounts due the Employee, as set forth in expense reports, within seven (7) days of receipt of the expense report.

6. **DISABILITY**

6.1. If, during the Term, the Employee shall, in the opinion of a majority of all of the members of the Board, as confirmed by competent medical evidence, become physically or mentally incapacitated to perform his duties for the Company hereunder for a continuous period, then for the first eighteen (18) months of such period he shall receive his full Base Salary, his full Bonus, and any payments pursuant to Paragraphs 5 and 9. In no event shall the Employee be entitled to receive any payments under this Paragraph 6.1 beyond the expiration or termination date of this Agreement. If such illness or other incapacity shall endure for a continuous period of at least eighteen (18) months, the Company shall have the right, by written notice, to terminate the Employee's employment hereunder as of a date (not less than five (5) days after the date of the sending of such notice of termination of employment) to be specified in such notice. The Employee agrees to submit himself for appropriate medical examination to a physician of the Company's designation as necessary for purposes of this Paragraph 6.1. The provisions hereof are not intended to limit the Employee's right to receive other amounts payable to him pursuant to the provisions of this Agreement.

6.2. The obligations of the Company under this Paragraph 6 may be satisfied, in whole or in part, by payments to the Employee under disability insurance provided by the Company.

7. **RESTRICTIVE COVENANT; CONFIDENTIAL INFORMATION**

7.1. The Employee agrees that, if the term of his employment hereunder shall expire or his employment shall at any time terminate voluntarily by the Employee (other than for Good Reason or following a Change in Control) or by the Company for cause, the Employee will not at any time within one (1) year after such expiration or termination, without the prior written approval of the Company, anywhere within 25 miles where the Company is engaged in business activities, whether individually or as a principal, officer, employee, partner, member, director or agent of, or consultant for, any person or other entity ("**Person**"), engage or participate in a business which, as of such expiration or termination date, is competitive with that of the Company, and shall not make any investments in any such similar or competitive entity, except that the Employee may acquire up to one percent (1%) of the outstanding voting stock of any entity whose securities are listed on a bona fide stock exchange.

7.2. (a) The Employee represents that he has been informed that it is the policy of the Company to maintain as secret all Confidential Information (as hereinafter defined) and further acknowledges that such Confidential Information is of great value to the Company. The Employee recognizes that, by reason of his employment with the Company, he will acquire Confidential Information. The Employee confirms that it is necessary to protect the Company's goodwill, and, accordingly, hereby agrees that he will not (except where reasonably necessary in the performance of his duties, or where authorized by the Board or as required by law, rule or regulation or applicable regulatory or administrative process or by a court of competent jurisdiction), at any time during the Term or thereafter, divulge to any Person, or use, any such Confidential Information.

(b) The Employee agrees that, upon the expiration or termination of this Agreement for any reason whatsoever, he shall deliver to the Company any material relating to any Confidential Information received by the Employee during the Term arising out of, in connection with, or related to any activity or business of the Company.

(c) For purposes hereof, the term "**Confidential Information**" shall mean all proprietary and confidential information obtained by or given to the Employee during the course of his employment. Confidential Information shall not include information which (i) was in the public domain at the time furnished to, or acquired by, the Employee, or (ii) thereafter enters the public domain other than through disclosure, directly or indirectly, by the Employee or others in violation of an agreement of confidentiality or nondisclosure.

8. **VACATIONS**

8.1. The Employee shall be entitled to six (6) weeks vacation during each Contract Year of the Term, the time and duration of any particular vacation period to be determined by mutual agreement between the Employee and the Company. The Employee shall be paid for up to two (2) weeks unused vacation time in any Contract Year. Any other vacation time not used by the end of a Contract Year will be forfeited without compensation.

9. **PARTICIPATION IN EMPLOYEE BENEFIT PLANS; OTHER INSURANCE**

9.1. The Employee and any beneficiary of the Employee shall be accorded the right to participate in and receive benefits under and in accordance with the provisions of any pension, profit sharing, medical insurance, dental insurance, long-term care insurance, life insurance and disability insurance benefits and plans of the Company either in existence as of the date hereof or hereafter adopted for the benefit of its executive employees.

9.2. Until such time as a medical and dental insurance plan of the Company is established, the Company shall reimburse the Employee for all medical and dental insurance premiums paid by him for himself and his family covering the last quarter of 2010 and through the Term.

9.3. The Company shall reimburse, when invoices or Employee expense reports are submitted, the Employee for, or pay directly to the insurance companies, all insurance premiums paid by him for disability insurance, long-term care insurance, and life insurance, up to an aggregate of $30,000 per Contract Year. Such reimbursement or payment obligation shall relate to premiums covering the last quarter of 2010 and through the Term.

9.4. In the event that the Employee's employment shall at any time terminate by the Employee for Good Reason or following a Change in Control or by the Company without cause, the Employee shall be entitled to be reimbursed for the Automobile Allowance, comparable medical and dental insurance, and insurance premium reimbursement, as provided for in Paragraph 9.3, for a period of two (2) years after termination.

10. **OFFICER AND DIRECTOR LIABILITY INSURANCE**

10.1. The Company shall obtain and maintain throughout the Term officer and director liability insurance from an insurer reasonably acceptable to the Employee in the amount of at least Three Million Dollars ($3,000,000) or such lesser amount as shall be agreed to by the Employee. In the event a "claims made" policy is obtained, the Company shall continue to cover the Employee thereunder as a named issued following cessation of employment and until the expiration of all applicable statutes of limitation.

11. **EARLIER TERMINATION**

11.1. The Employee's employment hereunder shall automatically terminate upon his death and may terminate at the option of the Company upon:

(a) the Employee's incapacity in accordance with the provisions set forth in Paragraph 6.l hereof; or

(b) written notice to the Employee in the event the Company terminates his employment hereunder for cause or without cause as set forth in Paragraph 1.2 or 1.3 hereof, respectively.

11.2. The Employee may terminate this Agreement at any time upon written notice to the Company for Good Reason or following a Change in Control, as set forth in Paragraph 1.4 hereof, or otherwise.

12. **REPRESENTATIONS AND WARRANTIES**

12.1. The Company makes the following representations and warranties: (a) the Company has the power and authority to enter into this Agreement and to carry out its obligations hereunder; (b) the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by the Board and no other proceedings on the part of the Company are necessary to authorize the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby; and (c) this Agreement constitutes the valid and binding obligation of the Company and is enforceable in accordance with its terms. The grants of Common Shares of the Company (pursuant to paragraph 4.4) have been duly authorized by the Board and no other proceedings on the part of the Company are necessary in connection therewith.

12.2. The Company further represents and warrants that neither the execution and delivery of this Agreement by the Company nor compliance by the Company with any of the provisions hereof nor the consummation of the transactions contemplated hereby, will:

(a) violate or conflict with any provision of the Certificate of Incorporation or By laws of the Company;

(b) violate or, alone or with notice or the passage of time, result in the breach or termination of, or otherwise give any contracting party the right to terminate, or declare a default under, the terms of any contract, agreement, understanding or commitment to which the Company is a party or by which it may be bound;

(c) violate any order, judgment, injunction, award or decree against, or binding upon, the Company; or

(d) violate any law or regulation of any jurisdiction relating to the Company.

13. **ARBITRATION**

13.1. All disputes between the parties hereto concerning the performance, breach, construction or interpretation of this Agreement or any portion thereof, or in any manner arising out of this Agreement or the performance thereof, shall be submitted to binding arbitration, in accordance with the rules of the American Arbitration Association, which arbitration proceeding shall take place at a mutually agreeable location in Palm Beach County, Florida or such other location as agreed to by the parties. The parties acknowledge and agree that the foregoing arbitration provision is the exclusive means for resolving disputes hereunder and neither party shall claim that such proceeding is in an inconvenient forum.

13.2. The award rendered by the arbitrators shall be final, binding and conclusive, and judgment may be entered upon it in accordance with applicable law in the appropriate court in the State of New York, with no right of appeal therefrom.

13.3. The prevailing party shall be entitled to be reimbursed by the other party for its or his expenses of arbitration, including, without limitation, reasonable attorneys' fees and the expenses of the arbitrators and the arbitration proceeding; provided, however, that, in the event it is not evident whether a particular party prevailed in the proceeding, each party shall pay its or his own expenses of arbitration, and the expenses of the arbitrators and the arbitration proceeding shall be shared equally; provided further that, in such event, if, in the opinion of the arbitrator, or a majority of the arbitrators, as the case may be, any claim or defense was unreasonable, the arbitrator(s) may assess, as part of his/their award, all or any part of the arbitration expenses of the other party (including reasonable attorneys' fees) and of the arbitrator(s) and the arbitration proceeding against the party raising such unreasonable claim or defense.

14. **ASSIGNMENT**

14.1. This Agreement, as it relates to the employment of the Employee, is a personal contract and the rights and interests of the Employee hereunder may not be sold, transferred, assigned, pledged or hypothecated.

15. **NOTICES**

15.1. Any notice required or permitted to be given pursuant to this Agreement shall be deemed to have been duly given when delivered by hand or sent by certified or registered mail, return receipt requested and postage prepaid, overnight mail or telecopier as follows:

If to the Employee:

Mark Weinreb
c/o Certilman, Balin, Adler & Hyman, LLP
90 Merrick Avenue
East Meadow, New York 11554
Attention: Fred Skolnik, Esq.
Telecopier Number: (516) 296-7111

If to the Company:

Stem Cell Assurance, Inc.
200 Glades Road, Suite # 2
Boca Raton, FL 33432
Attention: Gloria McConnell
Telecopier Number 561-362-4142

or at such other address as any party shall designate by notice to the other party given in accordance with this Paragraph 15.1.

16. **GOVERNING LAW**

16.1. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York, excluding choice of law principles thereof.

17. **WAIVER OF BREACH; PARTIAL INVALIDITY**

17.1. The waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach. If any provision, or part thereof, of this Agreement shall be held to be invalid or unenforceable, such invalidity or unenforceability shall attach only to such provision and not in any way affect or render invalid or unenforceable any other provisions of this Agreement, and this Agreement shall be carried out as if such invalid or unenforceable provision, or part thereof, had been reformed, and any court of competent jurisdiction or arbiters, as the case may be, are authorized to so reform such invalid or unenforceable provision, or part thereof, so that it would be valid, legal and enforceable to the fullest extent permitted by applicable law.

18. **ENTIRE AGREEMENT**

18.1. This Agreement constitutes the entire agreement between the parties and there are no representations, warranties or commitments except as set forth herein. This Agreement supersedes all prior agreements, understandings, negotiations and discussions, whether written or oral, of the parties hereto relating to the subject matter hereof. This Agreement may be amended only by a writing executed by the parties hereto.

19. **REPRESENTATION BY COUNSEL; INTERPRETATION**

19.1. Each party acknowledges that it or he has been represented by counsel, or has been afforded the opportunity to be represented by counsel, in connection with this Agreement. Accordingly, any rule or 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 parties. 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.]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year above written.

STEM CELL ASSURANCE, INC.

By: /s/ Gloria McConnell
Gloria McConnell- President

Date: 10/4/10

By: /s/ Mark Weinreb
Mark Weinreb

Date:
10/4/10

December 23, 2010

Mr. Mark Weinreb
c/o Stem Cell Assurance, Inc.
200 Glades Road, Suite 2
Boca Raton, Florida 33432

Dear Mr. Weinreb:

Reference is made to the Employment Agreement, dated as of October 4, 2010, between Stem Cell Assurance, Inc. (the "Company") and Mark Weinreb (the "Employee"), as amended (the "Employment Agreement").

The parties hereby agree that Section 4.4 of the Employment Agreement is null and void and deleted in its entirety and replaced with the following:

"4.4 Effective December 23, 2010, the Company grants the Employee, pursuant to the Company's 2010 Equity Participation Plan (the Plan"), options for the purchase of Fifty Million (50,000,000) Common Shares of the Company (the "Options"), such Options (a) being exercisable for a period of ten (10) years at an exercise price of $.001 per share, (b) having a cashless exercise feature and (c) to remain exercisable for the entire term notwithstanding any termination of employment with the Company. In addition, the Company shall grant to the Employee Fifteen Million (15,000,000) Common Shares which shall vest three months from the Commencement Date. The Common Shares underlying the Options and the Common Shares granted to the Employee shall be included in a Company's registration statement on Form S-8, which the Company will file within 180 days of the Commencement Date. The Company shall pay any tax liability, on behalf of the Employee, that may result from these grants. In the event the Board of Directors of the Company, in its sole discretion, determines to grant the Employee additional Common Shares of the Company from time to time, the Company agrees to pay any tax liability, on behalf of the Employee, that may result from such grant. The Employee shall be eligible to receive annual equity incentive grants or options to purchase shares of the Company's Common Stock under the Plan or any other plan adopted by the Board. Such Plan shall be adopted by the Board within ninety (90) days of the Commencement Date and all shares within the Plan shall be registered in a registration statement on Form S-8 which the Company will file within 180 days of the Commencement Date."

Except as amended hereby, the Employment Agreement shall continue in full force and effect in accordance with its terms.

Very truly yours,

STEM CELL ASSURANCE, INC.

By: /s/ Richard Proodian
Richard Proodian
Chief Financial Officer

Agreed:

/s/ Mark Weinreb
Mark Weinreb

TERMINATION AGREEMENT, dated as of December 15, 2010 (the "Agreement"), by and between**STEM CELL ASSURANCE, INC.**, a Nevada corporation (the "Company"), and **GLORIA MCCONNELL** (the "Executive").

RECITALS

WHEREAS, the Executive serves as President and a director of the Company.

WHEREAS, the Company and the Executive desire that the Executive's employment and directorship terminate upon and subject to the terms and conditions set forth herein.

NOW, THEREFORE, upon the agreements and covenants set forth herein, the parties hereto agree as follows:

1. **RESIGNATION; SEVERANCE; COMPANY COVENANTS**.

1.1 The Executive hereby resigns as President and a director of the Company and any and all of its subsidiaries effective as of the Agreement Effective Date (as hereinafter defined).

1.2 Subject to the terms and conditions of this Agreement, effective with the Agreement Effective Date, the Company agrees to pay to the Executive, as severance, the aggregate amount of one hundred twenty thousand dollars ($120,000) (the "Severance Amount") payable in forty-eight (48) equal installments in accordance with the Company's standard payroll practices and subject to all applicable withholding requirements. If Employee dies before payment in full, the remaining payments shall be made to her designated beneficiary or, if no beneficiary has been designated, then to her estate.

1.3 The Company acknowledges that the Executive has personally guaranteed the payments charged on a VISA credit card issued by Bank of America to the Company ending in 3012. The current outstanding balance of the credit card is $20,151.81. The Company will assure that the minimum balance or more shall be timely paid each month. In the event that the Executive pays any portion of such outstanding amount pursuant to her guaranty, the Company will promptly indemnify her for such payment.

1.4 The Company acknowledges that, in October 2010, the Executive transferred to the Company 12,576,811 shares of Common Stock of the Company (the "Transferred Shares") in order to enable the Company to fulfill its obligation to issue shares to third parties. The parties acknowledge that the Company's Board of Directors has determined, subject to shareholder approval, to increase the number of shares of Common Stock which the Company will be authorized to issue from 500,000,000 to 800,000,000 (the "Authorized Capitalization Increase"). The Company agrees that, in the event that the Authorized Capitalization Increase is approved by the Company's shareholders, then, following the filing of a Certificate of Amendment to the Company's Articles of Incorporation with respect thereto and subject to the terms and conditions hereof, the Company will issue to the Executive a certificate in the amount of the Transferred Shares.

1.5 The amount to be paid to the Executive pursuant to Section 1.2 hereof and the Executive's rights under Sections 1.3 and 1.4 hereof shall constitute the sole and exclusive rights and remedy of the Executive, and the Executive shall not be entitled to any other or further compensation, rights or benefits hereunder, including accrued and unpaid salary, reimbursement of expenses, or issuance of shares, or otherwise, subject to any rights under COBRA.

2. **WAIVER AND RELEASE**. As consideration for this Agreement and the rights granted to the Executive herein, the Executive hereby makes the following acknowledgments and agreements. For purposes of this Section 2, the term "Company" shall include the Company and each and every of its subsidiaries, affiliates, divisions, parents, and respective predecessors, successors and assigns and their respective directors, officers, representatives, shareholders, members, managers, agents, employees, consultants and independent contractors, past, present and future.

2.1 The terms and conditions of this Agreement have been fully explained to the Executive and she has entered into this Agreement with the assistance and advice of counsel.

2.2 The Executive has been advised that she has twenty-one (21) days to consider this Agreement and decide for herself whether or not she wants to sign it and she has signed it knowingly and voluntarily.

2.3 The Executive has consulted with an attorney of her choice concerning this Agreement and the implications to the Executive of signing or not signing it.

2.4 The Executive has carefully considered other alternatives to executing this Agreement, and has decided that she wants to sign it.

2.5 The Executive is entitled to change her mind and revoke this Agreement within seven (7) days of signing it (the "Revocation Period"). This Agreement will not become effective and the Executive will not receive any of the benefits set out herein until the eighth day after the Executive signs it (the "Agreement Effective Date"). Any revocation within the Revocation Period must be submitted, in writing, to the Chief Executive Officer of the Company and state, "I hereby revoke my acceptance of the Termination Agreement between the Company and me." The revocation must be received by the Chief Executive Officer by the end of the Revocation Period. If the last day of the Revocation Period is a Saturday, Sunday, or legal holiday in the state of Florida, then the Revocation Period shall not expire until the next following day which is not a Saturday, Sunday, or legal holiday and the Agreement Effective Date shall be likewise extended. In the event of a timely revocation by the Executive, this Agreement shall be deemed null and void.

2.6 By entering into this Agreement, the parties do not admit, and specifically deny, any liability or wrongdoing, or violation of any law, statute, order, regulation or policy.

2.7 The Executive acknowledges that she knows that there are various federal, state and local laws which prohibit employment discrimination on the basis of age, sex, race, color, creed, national origin, marital status, religion, disability or veteran status and that these laws are enforced through the Federal Equal Employment Opportunity Commission, the Florida Commission on Human Relations and various city, county and local human rights agencies. In addition, the Executive acknowledges that she knows that there are other federal, state and local laws of other types or description regarding employment, including, but not limited to, claims arising from or derivative of the Executive's employment with the Company. For the consideration set forth in this Agreement, to which the Executive is not otherwise entitled, the Executive intends to voluntarily give up any rights she may have under these or any other law with respect to her employment with the Company or the cessation of her employment, including her rights under the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §621 et. seq. ("ADEA"), and Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §2000 et. seq. ("Title VII"). The parties agree that this is not an acknowledgment that the Company has violated any law or regulation and the Company specifically denies having done so.

2.8 The consideration set forth herein is in full and complete satisfaction of all claims whatsoever. The Executive hereby releases, waives, and forever discharges any and all claims of any kind against the Company and each and every of its subsidiaries, affiliates, divisions, parents, and respective predecessors, successors and assigns and their respective directors, officers, representatives, shareholders, members, managers, agents, employees, consultants and independent contractors, past, present and future, arising from the Executive's employment and/or separation from employment with the Company, or from any other matter whatsoever up to and including the date of this Agreement, whether known or unknown, that she may have or had, including, but not limited to, fraud, claims arising under ADEA, Title VII, the Civil Rights Act of 1866, 42 U.S.C. §1981, 42 U.S.C. §1983, The Equal Pay Act, as amended, 29 U.S.C. §206(d)(1), the Fair Labor Standards Act of 1938, as amended, 29 U.S.C. §201 et. seq., the Family and Medical Leave Act of 1993, 29 U.S.C. §2601 et. seq., the Employee Retirement Income Security Act of 1974, as amended, 29 U.S.C. §1001 et. seq., the Americans with Disabilities Act, 42 U.S.C. §12101 et. seq., the Civil Rights Act of 1991, 105 Stat. 1071, Executive Order 11246, and any other federal, state and local fair employment practice law, workers' compensation law, unemployment insurance law, and any other employee relations duties and obligations, whether imposed by express or implied contract, tort (including, but not limited to, all intentional torts, negligence, negligent hiring, training, supervision or retention), common law, equity, public policy statute, executive order or law, any claims for physical or emotional distress or injuries, or any other duty obligation of any kind or description, as well as any rights or claims the Executive or her attorney or other representative have or may have for costs, expenses, attorneys' fees or otherwise.

2.9 This Agreement has been executed freely, knowingly and voluntarily by the Executive without duress, coercion, or undue influence, with a full understanding of its terms. The Executive acknowledges and agrees that, prior to executing this Agreement, she has been provided with sufficient time in which to consider this Agreement and that, in deciding to execute this Agreement, she has relied on her own judgment and further acknowledges that she is fully aware of its contents and of its legal effects.

2.10 BY SIGNING THIS AGREEMENT, THE EXECUTIVE STATES THAT: SHE HAS READ IT; SHE UNDERSTANDS IT AND KNOWS THAT SHE IS GIVING UP IMPORTANT RIGHTS; SHE AGREES WITH EVERYTHING IN IT; SHE WAS TOLD, IN WRITING, TO CONSULT AN ATTORNEY BEFORE SIGNING IT; SHE HAS BEEN ADVISED THAT SHE HAS 21 DAYS TO REVIEW THE AGREEMENT AND THINK ABOUT WHETHER OR NOT SHE WANTS TO SIGN IT; AND SHE HAS SIGNED IT KNOWINGLY AND VOLUNTARILY.

3. **RESTRICTIVE COVENANTS**. In consideration of the Company's covenants set forth in Sections 1.2 through 1.4, and in order to induce the Company to execute this Agreement, the Executive agrees as set forth below. For purposes of this Section 3, the term "Company" shall include the Company and each and every of its subsidiaries, affiliates, divisions, parents, and respective predecessors, successors and assigns and their respective directors, officers, representatives, shareholders, members, managers, agents, employees, consultants and independent contractors, past, present and future.

3.1 The Executive agrees that she will not in any way disparage the Company, or make or solicit any comments, statements or the like, that may be considered to be derogatory or detrimental to the good name or business reputation of the Company. The Executive similarly agrees not to otherwise take or condone any action which is intended, or would reasonably be expected, to harm the Company, to impair the Company's reputation, or to lead to unwanted or unfavorable publicity to the Company.

3.2 The Executive will not at any time within two (2) years of the date hereof, without the prior written consent of the Company (which consent the Executive acknowledges and agrees will require the approval of the Board of Directors of the Company), directly or indirectly, whether individually or as a principal, officer, stockholder, equity participant, employee, partner, joint venturer, member, manager, director or agent of, or lender, consultant or independent contractor to, any entity, or in any other capacity, other than on behalf of or for the benefit of the Company, or any entity over which the Company has control:

(a) anywhere in the Western Hemisphere, engage or participate in a business which is similar to or competitive with, directly or indirectly, the current or proposed business of the Company (as described in Exhibit A attached hereto), and shall not make any investments in any such similar or competitive entity, except that the foregoing shall not restrict the Executive from acquiring up to one percent (1%) of the outstanding voting stock of any entity whose securities are listed on a stock exchange or Nasdaq;

(b) cause or seek to persuade any director, officer, employee, customer, client, account, agent or supplier of, or consultant or independent contractor to, the Company, or others with whom the Company has had a business relationship (collectively, "Business Associates"), to discontinue or materially modify the status, employment or relationship of such person or entity with the Company following the date hereof, or to become employed in any activity similar to or competitive with the business activities of the Company;

(c) cause or seek to persuade any prospective customer, client, employee, officer, director, account or other Business Associate of the Company (which at the date hereof was then actively being solicited by the Company) to determine not to enter into a business relationship with the Company or to materially modify its contemplated business relationship;

(d) except with the written consent of the Chief Executive Officer of the Company (which consent may be withheld in his sole discretion), hire, retain or associate in a business relationship with, directly or indirectly, any director, officer or employee of the Company (except that the Executive may associate in a business relationship with Tommy Berger; provided however, that the foregoing shall not be construed to limit the Executive's obligations under the other paragraphs of this Section 3.2 or the other restrictions of this Section 3); or

(e) solicit or cause or authorize to be solicited, or accept, for or on behalf of the Executive or any third party, any business from, or the entering into a business relationship with, (I) others who are, or were within one (1) year prior to the date hereof, a customer, client, account or other Business Associate of the Company or (II) any prospective customer, client, account or other Business Associate of the Company which at or about the date hereof was actively being solicited by the Company.

3.3 (a) From and after the date hereof, the Executive will treat and hold in confidence and not disclose any and all Confidential Information (as hereinafter defined) and refrain from using any of the Confidential Information, and shall deliver promptly to the Company or destroy, at the written request and option of the Company, all tangible embodiments (and all copies) of the Confidential Information which are in her possession. In the event that the Executive is requested or required (by oral question or written request for information or documents in any legal proceeding, interrogatory, subpoena, civil investigative demand, or similar legal proceeding) to disclose any Confidential Information, she will notify the Company promptly of the request or requirement so that the Company may seek a protective order.

(b) For purposes hereof, the term "Confidential Information" shall mean (i) the terms and provisions of this Agreement and (ii) confidential or proprietary information and trade secrets of the Company including, without limitation, all correspondence, memoranda, files, manuals, books, lists, financial, operating or marketing records, forms, concepts, sales presentations, marketing programs, marketing strategy, business practices, bidding information, methods of operation, trademarks, patents, patent applications, other intellectual property rights, licenses, software and other technical information, customer leads, supplier lists, supplier leads, contract proposals, documents identifying past, present and future customers, hiring and training methods, personnel records, investment policies, pricing and cost information, financial and other confidential and proprietary information concerning the Company's operations and expansion plans, other trade secrets, any analyses, compilations or reports with regard to the foregoing, and all other information relating to the Company, whether such information is in written form or on magnetic tape, floppy disks, cd-roms or other means of storing electronic data. Confidential Information shall not include any information (i) which has been publicly disclosed by means other than by a breach of a confidentiality agreement, or (ii) which is subsequently disclosed by any third party not in breach of a confidentiality agreement.

3.4 The parties recognize that, because of the nature of the subject matter of this Section 3, it would be impracticable and extremely difficult to determine actual damages to the Company in the event of a breach or threatened breach of any provision hereof by the Executive. Accordingly, in such event, the Company shall have the following rights and remedies:

(a) The right and remedy to have the provisions of this Agreement specifically enforced by any court having equity jurisdiction, by way of injunctive relief or otherwise, it being acknowledged and agreed that any such breach or threatened breach will cause irreparable injury to the Company, that money damages will not provide an adequate remedy to the Company and that the Company shall not be required to post any bond or other security in connection therewith;

(b) The right and remedy to require the Executive to account for and pay over to the Company all monies and other consideration derived or received by the Executive as the result of any transactions constituting a breach of any of the provisions of this Section 3, and the Executive hereby agrees to account for and pay over such monies and other consideration to the Company; and

(c) The right to recover attorneys' fees incurred in any action or proceeding in which it seeks to enforce its rights hereunder.

3.5 Each of the rights and remedies enumerated above shall be independent of the other, and shall be severally enforceable, and all of such rights and remedies shall be in addition to, and not in lieu of, any other rights and remedies available to the Company under law or in equity.

3.6 The Executive shall not, without the prior written consent of the Company, sell, transfer or otherwise dispose of, directly or indirectly, any securities of the Company during the 180 day period following the consummation of any public or private offering of the Company's securities, or other Company financing, or for such longer period of time as any of the Company's officers and/or directors so agree. The underwriters, placement agents and/or subscribers in connection with such offering or financing are intended third-party beneficiaries of this Section 3.6 and shall have the right, power, and authority to enforce the provisions hereof as though they were a party to this Agreement. The Executive shall execute such agreements as may be reasonably requested by the underwriters, placement agents and/or subscribers in connection with such offering or financing that are consistent with this Section 3.6 or that are necessary to give further effect thereto.

3.7 The Executive agrees that, from and after the Agreement Effective Date, she shall not, directly or indirectly, sell, transfer or otherwise dispose of (a) more than two hundred fifty thousand (250,000) shares of Common Stock of the Company on any particular day and/or (b) more than five million (5,000,000) shares of Common Stock of the Company during any three (3) calendar month period (in each case subject to adjustment for stock splits, reverse stock splits, stock dividends, recapitalizations and the like). The foregoing restriction is in addition to the volume limitations provided for under applicable law. Concurrently with the execution of this Agreement, the Executive is delivering to the Company the certificates representing all shares of stock owned, directly or indirectly, by her so that a legend may be placed on such certificates with respect to the foregoing restrictions. Such legend shall also be placed on the certificate evidencing the Transferred Shares.

3.8 The restrictive covenants contained in this Agreement are material elements of the consideration to be paid by the Company under this Agreement and are reasonable and properly required for the adequate protection of the Company.

3.9 The Executive understands that, in the event of any violation of the covenants set forth in this Section 3, the Company's obligation to pay the Severance Amount shall terminate and be of no further force or effect, and the Executive shall be obligated to reimburse the Company for all Severance Amounts paid and return all of the Transferred Shares.

4. **COOPERATION**. The Executive agrees to provide, for a period of one year following the Agreement Effective Date, reasonable support and cooperation to the Company, including litigation support, concerning any business matter of which she has knowledge by virtue of her employment with the Company prior to the date hereof.

5. **AFFIRMATIONS**. The Executive affirms that she has not filed, caused to be filed, or presently is a party to any claim, complaint, or action against the Company in any forum. The Executive furthermore affirms that she has no known workplace injuries or occupational diseases.

6. **RETURN OF PROPERTY**. The Executive certifies that she has returned all Company property, including, without limitation, office, door and file keys, identification cards, credit cards, business cards, computer access codes, instructional manuals, any cell phones or computers the Company purchased for her use, and any bank wiring code devices.

7. **CHOICE OF LAW; JURISDICTION; WAIVER OF TRIAL BY JURY**. The parties agree that this Agreement shall be governed by and construed in accordance with the laws of the State of Florida, excluding choice of law principles thereof. The Company and the Executive hereby irrevocably consent and submit to the exclusive jurisdiction of any federal or state court located within Palm Beach County, Florida 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 party hereby irrevocably waives, to the fullest extent permitted by applicable law, any objection that such party 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. In connection with any controversy arising out of or relating to the Agreement, each of the Company and the Executive irrevocably (a) consents to service of process out of the aforementioned courts, (b) WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL ACTION (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) AND ANY OBJECTION THAT IT OR SHE MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT BROUGHT IN THE AFOREMENTIONED COURTS, (c) agrees that service of process in any such action may, to the fullest extent permitted by applicable law, be effected by mailing a copy of such process by registered or certified mail (or any substantially similar form of mail), postage prepaid, to such party at its or her address as provided in Section 11, and (d) agrees that nothing in the Agreement shall affect the right to effect service of process in any other manner permitted by applicable law.

8. **ENTIRE AGREEMENT.** This Agreement contains the full and complete understanding and agreement of the parties hereto with respect to the subject matter contained herein and supersedes all prior or contemporaneous written or oral understandings or agreements with respect to the subject matter hereof. No modification of this Agreement shall be binding unless made in writing and signed by the party sought to be charged.

9. **BINDING EFFECT.** This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors, assigns and legal representatives.

10. **WAIVER; SEVERABILITY.** The waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach. If any provision of this Agreement, or part thereof, shall be held to be invalid or unenforceable, such invalidity or unenforceability shall attach only to such provision and not in any way affect or render invalid or unenforceable any other provisions of this Agreement, and this Agreement shall be carried out as if such invalid or unenforceable provision, or part thereof, had been reformed, and any court of competent jurisdiction is authorized to so reform such invalid or unenforceable provision, so that it would be valid, legal and enforceable to the fullest extent permitted by applicable law.

11. **NOTICES; DELIVERIES**. Any and all notices or other communications or deliveries required or permitted to be given or made pursuant to any of the provisions of this Agreement shall be deemed to have been duly given or made for all purposes when hand delivered or sent by certified or registered mail, return receipt requested and postage prepaid, or overnight mail or courier as follows:

If to the Company:

200 Glades Road, Suite 2
Boca Raton, Florida 33432
Attn: Chief Executive Officer

with a copy to:

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

If to the Executive, at:

1260 NW 16th Street
Boca Raton, Florida 33486

with a copy to:

Rosenfeldt & Birken, P.A
100 SE 3rd Ave, Suite 1300
Fort Lauderdale, Florida 33394
Attention: Stuart A. Rosenfeldt, Esq.

or such other address as shall be furnished in writing by either party, and any notice, delivery or communication given pursuant to the provisions hereof shall be deemed to have been given as of the date delivered or so mailed or transmitted.

12. **COUNTERPARTS; HEADINGS**. This Agreement may be executed in counterparts, each of which shall be an original, but all of which taken together shall constitute one agreement. The headings contained in this Agreement are solely for the convenience of the parties, and are not intended to and do not limit, construe or modify any of the terms and conditions hereof.

13. **INJUNCTIVE RELIEF**. The Executive acknowledges and agrees that, in the event she shall violate any of the restrictions of Section 3 hereof, the Company will be without an adequate remedy at law and will therefore be entitled to enforce such restrictions by temporary or permanent injunctive relief in any court of competent jurisdiction without the necessity of proving damages or posting a bond or other security and without prejudice to any other remedies which it may have at law or in equity. The Executive acknowledges and agrees that any such relief may be sought in, and for such purpose the Executive consents to the jurisdiction of, the courts of the State of New York.

14. **FACSIMILE; EMAIL**. Signatures hereon which are transmitted via facsimile, email or other electronic image shall be deemed original signatures.

15. **REPRESENTATION BY COUNSEL; INTERPRETATION.** Each party acknowledges that it or she has been represented by counsel, or has been afforded the opportunity to be represented by counsel, in connection with this Agreement. Accordingly, any rule or 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 parties. 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.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

STEM CELL ASSURANCE, INC.

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

By: /s/ Gloria McConnell
Gloria McConnell

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

On the 15th day of December in the year 2010, before me, the Executive, a Notary Public in and for said state personally appeared Mark Weinreb, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity and that by her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

/s/ Grace Martin
Notary Public: State of Florida

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

On the 15th day of December in the year 2010, before me, the Executive, a Notary Public in and for said state personally appeared Gloria McConnell, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity and that by her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

/s/ Grace Martin
Notary Public: State of Florida

Exhibit A

Description of Business

1. Adult stem cell processing and storage facility as well as for the development of stem cell treatment protocols, stem cell based IP, and potential research applications.

2. Stem cell skin care products or any cosmetic product, or any product that includes any form of cells or stem cells derived from any source.

3. Stem cell therapy, treatments or facilities providing treatments that include, but not limited to, facial cosmetic/aesthetic, orthopedic, or any cellular based therapies or treatment.

4. Liposuction centers or locations or physician offices where the collection of adipose (fat) tissue are used in cosmetic treatments or for the separation and cryopreservation of stem cells.

5. Any medical device or equipment used or developed in the future pertaining to use in the stem cell field.

6. Any other business whose primary activity is in the stem cell sector.

EXECUTION COPY

STEM CELL ASSURANCE, INC.
SHAREHOLDER AGREEMENT AND IRREVOCABLE PROXY

This Shareholder Agreement and Irrevocable Proxy is by and between Gloria McConnell ("McConnell") and Mark Weinreb ("Weinreb"). McConnell and Weinreb agree that the 41,034,483 shares of common stock, par value $.001 per share (the "Common Stock"), of Stem Cell Assurance, Inc. (the "Company") owned by McConnell and any and all shares of capital stock issued in connection with a dividend, stock split, recapitalization or similar transaction, and any and all other shares of capital stock of the Company hereafter acquired by McConnell (collectively, the "Shares"), shall be voted as determined by Weinreb.

McConnell hereby appoints Weinreb her attorney and proxy, with full power of substitution, in the name and stead of McConnell, to vote as proxy all of the Shares at any and all meetings of the stockholders of the Company, including any adjournments or postponements thereof, and/or in any and all written consents in lieu of a meeting of stockholders, in such manner as Weinreb may determine in his sole discretion.

The foregoing irrevocable proxy is hereby declared to be irrevocable and to be a power coupled with an interest that shall survive the death, disability, incompetence or bankruptcy of McConnell.

This Shareholder Agreement and Irrevocable Proxy shall expire three (3) years from the date hereof and shall be binding upon the legal representatives, successors and assigns of McConnell.

This Shareholder Agreement and Irrevocable Proxy may only be amended by a writing executed by the parties.

Dated: January 20, 2011

/s/ Gloria McConnell
Gloria McConnell

/s/ Mark Weinreb
Mark Weinreb

TERMINATION AGREEMENT, dated as of January 21, 2011 (the "Agreement"), by and among **STEM CELL ASSURANCE, INC.**, a Nevada corporation (the "Company"), **STEM CELL RESEARCH COMPANY, LLC**, a Florida limited liability company ("Research"), and **TOMMY BERGER** ("Berger").

RECITALS

WHEREAS, the Company, Berger and Research executed an Employment Agreement, dated August 6, 2010 (the "Employment Agreement");

WHEREAS, the Company contests the validity of the Employment Agreement;

WHEREAS, Research is the owner of 67,085,899 shares of common stock of the Company (the "Shares");

WHEREAS, the Company and Berger desire that Berger's relationship with the Company terminate upon and subject to the terms and conditions set forth herein;

WHEREAS, in consideration of the payment of the Termination Amount (as hereinafter defined), Research is willing to restrict the sale of the Shares and enter into an agreement as to the voting of the Shares;

WHEREAS, Berger desires that the Termination Amount be paid to Research.

NOW, THEREFORE, upon the agreements and covenants set forth herein, the parties hereto agree as follows:

1. **TERMINATION**.

1.1 The parties agree that, effective as of the Agreement Effective Date (as hereinafter defined), the Employment Agreement is hereby terminated, of no further force or effect and is null and void and that Berger has no relationship with the Company or any of its subsidiaries or affiliates whatsoever.

1.2 Subject to the terms and conditions of this Agreement, effective as of the Agreement Effective Date, the Company agrees to pay to Research the aggregate amount of one hundred eighty thousand dollars ($180,000) (the "Termination Amount"), payable in twelve (12) equal monthly installments on the first day of each month commencing as of February 1, 2011 (but in no event earlier than the Agreement Effective Date).

1.3 The amount to be paid to Research pursuant to Section 1.2 hereof shall constitute the sole and exclusive rights and remedy of both Berger and Research, and neither shall be entitled to any other or further compensation, rights or benefits hereunder, including accrued and unpaid salary, reimbursement of expenses, or issuance of shares, or otherwise.

2. **WAIVER AND RELEASE**. As consideration for this Agreement and the rights granted herein, Berger and Research (each, a "Releasor" and collectively, the "Releasors") hereby make the following acknowledgments and agreements. For purposes of this Section 2, the term "Company" shall include the Company and each and every of its subsidiaries, affiliates, divisions, parents, and respective predecessors, successors and assigns and their respective directors, officers, representatives, shareholders, members, managers, agents, employees, consultants and independent contractors, past, present and future.

2.1 The terms and conditions of this Agreement have been fully explained to each Releasor and each has entered into this Agreement with the assistance and advice of counsel.

2.2 Berger has been advised that he has twenty-one (21) days to consider this Agreement and decide for himself whether or not he wants to sign it and has signed it knowingly and voluntarily.

2.3 Each Releasor has consulted with an attorney of his or its choice concerning this Agreement and the implications to the Releasor of signing or not signing it.

2.4 Each Releasor has carefully considered other alternatives to executing this Agreement, and has decided that he or it wants to sign it.

2.5 Berger is entitled to change his mind and revoke this Agreement within seven (7) days of signing it (the "Revocation Period"). This Agreement will not become effective and Research will not receive any of the benefits set out herein until the later of (a) the date on which Research signs it and (b) the eighth day after Berger signs it (such later date, the "Agreement Effective Date"). Any revocation within the Revocation Period must be submitted, in writing, to the Chief Executive Officer of the Company and state, "I hereby revoke my acceptance of the Termination Agreement between the Company, Stem Cell Research Company, LLC and me." The revocation must be received by the Chief Executive Officer by the end of the Revocation Period. If the last day of the Revocation Period is a Saturday, Sunday, or legal holiday in the state of Florida, then the Revocation Period shall not expire until the next following day which is not a Saturday, Sunday, or legal holiday and the Agreement Effective Date shall be likewise extended. In the event of a timely revocation by Berger, this Agreement shall be deemed null and void as to all parties hereto.

2.6 By entering into this Agreement, the parties do not admit, and specifically deny, any liability or wrongdoing, or violation of any law, statute, order, regulation or policy.

2.7 Berger acknowledges that he knows that there are various federal, state and local laws which prohibit employment discrimination on the basis of age, sex, race, color, creed, national origin, marital status, religion, disability or veteran status and that these laws are enforced through the Federal Equal Employment Opportunity Commission, the Florida Commission on Human Relations and various city, county and local human rights agencies. In addition, Berger acknowledges that he knows that there are other federal, state and local laws of other types or description regarding employment, including, but not limited to, claims arising from or derivative of any employment that Berger may have had with the Company. For the consideration set forth in this Agreement, to which neither Berger nor Research is otherwise entitled, Berger intends to voluntarily give up any rights he may have under these or any other law with respect to any employment that Berger may have had with the Company, or the cessation of any such employment, including his rights under the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §621 et. seq. ("ADEA"), and Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §2000 et. seq. ("Title VII"). The parties agree that this is not an acknowledgment that the Company has violated any law or regulation and the Company specifically denies having done so.

2.8 The consideration set forth herein is in full and complete satisfaction of all claims whatsoever, including any that may exist under the Employment Agreement. Each Releasor hereby releases, waives, and forever discharges any and all claims of any kind against the Company and each and every of its subsidiaries, affiliates, divisions, parents, and respective predecessors, successors and assigns and their respective directors, officers, representatives, shareholders, members, managers, agents, employees, consultants and independent contractors, past, present and future, arising from any employment that Berger may have had with the Company, including under the Employment Agreement, and/or separation from employment with the Company, or from any other matter whatsoever up to and including the date of this Agreement, whether known or unknown, that he or it may have or had, including, but not limited to, fraud, claims arising under ADEA, Title VII, the Civil Rights Act of 1866, 42 U.S.C. §1981, 42 U.S.C. §1983, The Equal Pay Act, as amended, 29 U.S.C. §206(d)(1), the Fair Labor Standards Act of 1938, as amended, 29 U.S.C. §201 et. seq., the Family and Medical Leave Act of 1993, 29 U.S.C. §2601 et. seq., the Employee Retirement Income Security Act of 1974, as amended, 29 U.S.C. §1001 et. seq., the Americans with Disabilities Act, 42 U.S.C. §12101 et. seq., the Civil Rights Act of 1991, 105 Stat. 1071, Executive Order 11246, and any other federal, state and local fair employment practice law, workers' compensation law, unemployment insurance law, and any other employee relations duties and obligations, whether imposed by express or implied contract, tort (including, but not limited to, all intentional torts, negligence, negligent hiring, training, supervision or retention), common law, equity, public policy statute, executive order or law, any claims for physical or emotional distress or injuries, or any other duty obligation of any kind or description, as well as any rights or claims either Releasor or his or its attorney or other representative have or may have for costs, expenses, attorneys' fees or otherwise.

2.9 This Agreement has been executed freely, knowingly and voluntarily by the Releasors without duress, coercion, or undue influence, with a full understanding of its terms. Each Releasor acknowledges and agrees that, prior to executing this Agreement, he or it has been provided with sufficient time in which to consider this Agreement and that, in deciding to execute this Agreement, he or it has relied on his or its own judgment and further acknowledges that he or it is fully aware of its contents and of its legal effects.

2.10 BY SIGNING THIS AGREEMENT, BERGER STATES THAT: HE HAS READ IT; HE UNDERSTANDS IT AND KNOWS THAT IT IS GIVING UP IMPORTANT RIGHTS; HE AGREES WITH EVERYTHING IN IT; HE WAS TOLD, IN WRITING, TO CONSULT AN ATTORNEY BEFORE SIGNING IT; HE HAS BEEN ADVISED THAT HE HAS 21 DAYS TO REVIEW THE AGREEMENT AND THINK ABOUT WHETHER OR NOT HE WANTS TO SIGN IT; AND HE HAS SIGNED IT KNOWINGLY AND VOLUNTARILY.

3. **RESTRICTIVE COVENANTS**. In consideration of the Company's agreement to pay the Termination Amount set forth in Section 1.2, and in order to induce the Company to execute this Agreement, each Releasor agrees as set forth below. For purposes of this Section 3, the term "Company" shall include the Company and each and every of its subsidiaries, affiliates, divisions, parents, and respective predecessors, successors and assigns and their respective directors, officers, representatives, shareholders, members, managers, agents, employees, consultants and independent contractors, past, present and future.

3.1 Each Releasor agrees that he or it will not in any way disparage the Company, or make or solicit any comments, statements or the like, that may be considered to be derogatory or detrimental to the good name or business reputation of the Company. Each Releasor similarly agrees not to otherwise take or condone any action which is intended, or would reasonably be expected, to harm the Company, to impair the Company's reputation, or to lead to unwanted or unfavorable publicity to the Company.

3.2 Each Releasor will not, at any time within one (1) year of the date hereof, without the prior written consent of the Company (which consent each Releasor acknowledges and agrees will require the approval of the Board of Directors of the Company), directly or indirectly, whether individually or as a principal, officer, stockholder, equity participant, employee, partner, joint venturer, member, manager, director or agent of, or lender, consultant or independent contractor to, any entity, or in any other capacity, other than on behalf of or for the benefit of the Company, or any entity over which the Company has control:

(a) anywhere in the Western Hemisphere, engage or participate in a business which is similar to or competitive with, directly or indirectly, the current or proposed business of the Company (as described in Exhibit A attached hereto), and shall not make any investments in any such similar or competitive entity, except that the foregoing shall not restrict a Releasor from (i) acquiring up to one percent (1%) of the outstanding voting stock of any entity whose securities are listed on a stock exchange or Nasdaq or (ii) engaging in a skin care business so long as such business does not in any way relate to stem cells;

(b) cause or seek to persuade any director, officer, employee, customer, client, account, agent or supplier of, or consultant or independent contractor to, the Company, or others with whom the Company has had a business relationship (collectively, "Business Associates"), to discontinue or materially modify the status, employment or relationship of such person or entity with the Company following the date hereof, or to become employed in any activity similar to or competitive with the business activities of the Company;

(c) cause or seek to persuade any prospective customer, client, employee, officer, director, account or other Business Associate of the Company (which at the date hereof was then actively being solicited by the Company) to determine not to enter into a business relationship with the Company or to materially modify its contemplated business relationship;

(d) except with the written consent of the Chief Executive Officer of the Company (which consent may be withheld in his sole discretion), hire, retain or associate in a business relationship with, directly or indirectly, any director, officer or employee of the Company (except that Berger may associate in a business relationship with Gloria McConnell, Todd Adler, Dr. Joseph Ross and/or George Dubec; provided however, that the foregoing shall not be construed to limit Berger's obligations under the other paragraphs of this Section 3.2 or the other restrictions of this Section 3);

(e) solicit or cause or authorize to be solicited, or accept, for or on behalf of the Releasor or any third party, any business from, or the entering into a business relationship with, (I) others who are, or were within one (1) year prior to the date hereof, a customer, client, account or other Business Associate of the Company or (II) any prospective customer, client, account or other Business Associate of the Company which at or about the date hereof was actively being solicited by the Company; or

(f) initiate, solicit, facilitate or engage, alone or with others, in any transaction the purpose of which is to cause a Change of Control of the Company.

For purposes of this Agreement, "Change of Control" shall meanany of the following events: (i) any "person"(as such term is used in Sections 3(a)(9) and 13(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act")) or "group" (within the meaning of Section 13(d)(3) of the Exchange Act), acquiring "beneficial ownership" (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of fifty percent (50%) or more of the voting stock of the Company; (ii) the sale of all or substantially all of the Company's assets in one or more related transactions to a "person" (as such term is used in Sections 3(a)(9) and 13(d) of the Exchange Act; (iii) any merger, consolidation, reorganization or similar event of the Company, as a result of which the holders of the voting stock of the Company immediately prior to such merger, consolidation, reorganization or similar event do not directly or indirectly hold at least a majority of the voting stock of the surviving entity; or (iv) a majority of the members of the Board of Directors are no longer Continuing Directors; as used herein, a "Continuing Director" means any member of the Board of Directors who was a member of such Board of Directors as of the date hereof; provided that any person becoming a director subsequent to such date whose election or nomination for election was supported by a majority of the directors who then comprised the Continuing Directors shall be considered to be a Continuing Director.

3.3 (a) From and after the date hereof, each Releasor will treat and hold in confidence and not disclose any and all Confidential Information (as hereinafter defined) and refrain from using any of the Confidential Information, and shall deliver promptly to the Company or destroy, at the written request and option of the Company, all tangible embodiments (and all copies) of the Confidential Information which are in his or its possession. In the event that either Releasor is requested or required (by oral question or written request for information or documents in any legal proceeding, interrogatory, subpoena, civil investigative demand, or similar legal proceeding) to disclose any Confidential Information, he or it will notify the Company promptly of the request or requirement so that the Company may seek a protective order.

(b) For purposes hereof, the term "Confidential Information" shall mean (i) the terms and provisions of this Agreement and (ii) confidential or proprietary information and trade secrets of the Company including, without limitation, all correspondence, memoranda, files, manuals, books, lists, financial, operating or marketing records, forms, concepts, sales presentations, marketing programs, marketing strategy, business practices, bidding information, methods of operation, trademarks, patents, patent applications, other intellectual property rights, licenses, software and other technical information, customer leads, supplier lists, supplier leads, contract proposals, documents identifying past, present and future customers, hiring and training methods, personnel records, investment policies, pricing and cost information, financial and other confidential and proprietary information concerning the Company's operations and expansion plans, other trade secrets, any analyses, compilations or reports with regard to the foregoing, and all other information relating to the Company, whether such information is in written form or on magnetic tape, floppy disks, cd-roms or other means of storing electronic data. Confidential Information shall not include any information (i) which has been publicly disclosed by means other than by a breach of a confidentiality agreement, or (ii) which is subsequently disclosed by any third party not in breach of a confidentiality agreement.

3.4 Neither Releasor shall, without the prior written consent of the Company, sell, transfer or otherwise dispose of, directly or indirectly, any securities of the Company during the 180 day period following the consummation of any public or private offering of the Company's securities, or other Company financing, or for such longer period of time as any of the Company's officers and/or directors so agree. The underwriters, placement agents and/or subscribers in connection with such offering or financing are intended third-party beneficiaries of this Section 3.4 and shall have the right, power, and authority to enforce the provisions hereof as though they were a party to this Agreement. Each Releasor shall execute such agreements as may be reasonably requested by the underwriters, placement agents and/or subscribers in connection with such offering or financing that are consistent with this Section 3.4 or that are necessary to give further effect thereto.

3.5 The Releasors agree that, from and after the Agreement Effective Date, they shall not, directly or indirectly, sell, transfer or otherwise dispose of, in the aggregate, (a) more than two hundred fifty thousand (250,000) shares of Common Stock of the Company on any particular day and/or (b) more than five million (5,000,000) shares of Common Stock of the Company during any three (3) calendar month period (in each case subject to adjustment for stock splits, reverse stock splits, stock dividends, recapitalizations and the like). The foregoing restriction is in addition to the volume limitations provided for under applicable law. Berger represents and warranties that he does not own, directly or indirectly, any equity securities of the Company.

3.6 Simultaneously herewith, Research is entering into a Shareholder Agreement and Irrevocable Proxy with Mark Weinreb ("Weinreb"), Chief Executive Officer of the Company (the "Shareholder Agreement").

3.7 Concurrently with the execution of this Agreement, Research is delivering to the Company the certificates representing the Shares so that a legend may be placed on such certificates with respect to the foregoing restrictions as well as to provide that the Shares are subject to the Shareholder Agreement.

3.8 The restrictive covenants contained in this Agreement are material elements of the consideration to be paid by the Company under this Agreement and are reasonable and properly required for the adequate protection of the Company. The Releasors acknowledge and agree that the failure of the Company to pay the Termination Amount shall not excuse the Releasors from their obligations hereunder, it being understood that the sole remedy for such failure to pay shall be an action to enforce such payment.

3.9 Each Releasor understands that, in the event of any violation of the covenants set forth in this Section 3, the Company's obligation to pay the Termination Amount shall terminate and be of no further force or effect.

3.10 The parties recognize that, because of the nature of the subject matter of this Section 3, it would be impracticable and extremely difficult to determine actual damages to the Company in the event of a breach or threatened breach of any provision hereof by a Releasor. Accordingly, in such event, the Company shall have the following rights and remedies:

(a) The right and remedy to have the provisions of this Agreement specifically enforced by any court having equity jurisdiction, by way of injunctive relief or otherwise, it being acknowledged and agreed that any such breach or threatened breach will cause irreparable injury to the Company, that money damages will not provide an adequate remedy to the Company and that the Company shall not be required to post any bond or other security in connection therewith;

(b) The right and remedy to require each Releasor to account for and pay over to the Company all monies and other consideration derived or received by either Releasor as the result of any transactions constituting a breach of any of the provisions of this Section 3, and each Releasor hereby agrees to account for and pay over such monies and other consideration to the Company; and

(c) The right to recover attorneys' fees incurred in any action or proceeding in which it seeks to enforce its rights hereunder.

3.11 Each of the rights and remedies enumerated above shall be independent of the other, and shall be severally enforceable, and all of such rights and remedies shall be in addition to, and not in lieu of, any other rights and remedies available to the Company under law or in equity.

3.12 Notwithstanding the provisions of Sections 3.4 and 3.5, Research shall be permitted to pledge and/or sell its shares of Common Stock of the Company in a private transaction provided that the pledgee or purchaser, as the case may be, agrees, in a writing with the Company and Weinreb, to be bound by the provisions of Sections 3.4, 3.5 and 3.6 to the same extent as they apply to the Releasors (including becoming a party to the Shareholder Agreement).

4. **COOPERATION**. Berger agrees to provide, for a period of one year following the Agreement Effective Date, without charge or compensation, reasonable support and cooperation to the Company and/or any subsidiary or affiliate thereof, including litigation support, concerning any business matter of which he has knowledge by virtue of his relationship with the Company prior to the date hereof.

5. **AFFIRMATIONS**. Each Releasor affirms that it has not filed, caused to be filed, or presently is a party to any claim, complaint, or action against the Company and/or any subsidiary or affiliate thereof in any forum. Berger furthermore affirms that he has no known workplace injuries or occupational diseases.

6. **RETURN OF PROPERTY**. Berger certifies that he has returned all Company property, including, without limitation, office, door and file keys, identification cards, credit cards, business cards, computer access codes, instructional manuals, any cell phones or computers the Company purchased for his use, and any bank wiring code devices.

7. **CHOICE OF LAW; JURISDICTION; WAIVER OF TRIAL BY JURY**. The parties agree that this Agreement shall be governed by and construed in accordance with the laws of the State of Florida, excluding choice of law principles thereof. The Company and the Releasors hereby irrevocably consent and submit to the exclusive jurisdiction of any federal or state court located within Palm Beach County, Florida over any dispute arising out of or relating to this Agreement (except as provided for in Section 13 hereof) 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 party hereby irrevocably waives, to the fullest extent permitted by applicable law, any objection that such party 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. In connection with any controversy arising out of or relating to the Agreement, each of the Company and Releasors irrevocably (a) consents to service of process out of the aforementioned courts, (b) WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL ACTION (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) AND ANY OBJECTION THAT IT OR HE MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT BROUGHT IN THE AFOREMENTIONED COURTS, (c) agrees that service of process in any such action may, to the fullest extent permitted by applicable law, be effected by mailing a copy of such process by registered or certified mail (or any substantially similar form of mail), postage prepaid, to such party at its or his address as provided in Section 11, and (d) agrees that nothing in the Agreement shall affect the right to effect service of process in any other manner permitted by applicable law.

8. **ENTIRE AGREEMENT.** This Agreement contains the full and complete understanding and agreement of the parties hereto with respect to the subject matter contained herein and supersedes all prior or contemporaneous written or oral understandings or agreements with respect to the subject matter hereof. No modification of this Agreement shall be binding unless made in writing and signed by the party sought to be charged.

9. **BINDING EFFECT.** This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors, assigns and legal representatives.

10. **WAIVER; SEVERABILITY.** The waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach. If any provision of this Agreement, or part thereof, shall be held to be invalid or unenforceable, such invalidity or unenforceability shall attach only to such provision and not in any way affect or render invalid or unenforceable any other provisions of this Agreement, and this Agreement shall be carried out as if such invalid or unenforceable provision, or part thereof, had been reformed, and any court of competent jurisdiction is authorized to so reform such invalid or unenforceable provision, so that it would be valid, legal and enforceable to the fullest extent permitted by applicable law.

11. **NOTICES; DELIVERIES**. Any and all notices or other communications or deliveries required or permitted to be given or made pursuant to any of the provisions of this Agreement shall be deemed to have been duly given or made for all purposes when hand delivered or sent by certified or registered mail, return receipt requested and postage prepaid, or overnight mail or courier as follows:

If to the Company:

200 Glades Road, Suite 2
Boca Raton, Florida 33432
Attn: Chief Executive Officer

with a copy to:

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

If to Research, at:

102 N.E. Second Street, #353
Boca Raton, Florida 33432
Attn: Managing Director

If to Berger, at:

12 Isle of Venice, Unit 10
Fort Lauderdale, Florida 33301

or such other address as shall be furnished in writing by either party, and any notice, delivery or communication given pursuant to the provisions hereof shall be deemed to have been given as of the date delivered or so mailed or transmitted.

12. **COUNTERPARTS; HEADINGS**. This Agreement may be executed in counterparts, each of which shall be an original, but all of which taken together shall constitute one agreement. The headings contained in this Agreement are solely for the convenience of the parties, and are not intended to and do not limit, construe or modify any of the terms and conditions hereof.

13. **INJUNCTIVE RELIEF**. Each Releasor acknowledges and agrees that, in the event either shall violate any of the restrictions of Section 3 hereof, the Company will be without an adequate remedy at law and will therefore be entitled to enforce such restrictions by temporary or permanent injunctive relief in any court of competent jurisdiction without the necessity of proving damages or posting a bond or other security and without prejudice to any other rights and/or remedies which it may have at law or in equity. Each Releasor further acknowledges and agrees that any such relief may be sought in, and for such purpose each Releasor consents to the jurisdiction of, the courts of the State of New York.

14. **FACSIMILE; EMAIL**. Signatures hereon which are transmitted via facsimile, email or other electronic image shall be deemed original signatures.

15. **REPRESENTATION BY COUNSEL; INTERPRETATION.** Each party acknowledges that it or he has been represented by counsel, or has been afforded the opportunity to be represented by counsel, in connection with this Agreement. Accordingly, any rule or 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 parties. 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.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

STEM CELL ASSURANCE, INC.

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

/s/ Tommy Berger
Tommy Berger

STEM CELL RESEARCH COMPANY, LLC

By: /s/ Gloria McConnell
Gloria McConnell
Managing Director

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

On the 21 day of January in the year 2011, before me, a Notary Public in and for said state, personally appeared Mark Weinreb, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

/s/ Grace Martin
Notary Public: State of Florida

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

On the 21 day of January in the year 2011, before me, a Notary Public in and for said state, personally appeared Tommy Berger, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

/s/ Grace Martin
Notary Public: State of Florida

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

On the 21 day of January in the year 2011, before me, a Notary Public in and for said state, personally appeared Gloria McConnell, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity and that by her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

/s/ Grace Martin
Notary Public: State of Florida

Exhibit A

Description of Business

1. Adult stem cell processing and storage facility as well as for the development of stem cell treatment protocols, stem cell based IP, and potential research applications.

2. Stem cell skin care products or any cosmetic product, or any product that includes any form of cells or stem cells derived from any source.

3. Stem cell therapy, treatments or facilities providing treatments that include, but not limited to, facial cosmetic/aesthetic, orthopedic, or any cellular based therapies or treatment.

4. Liposuction centers or locations or physician offices where the collection of adipose (fat) tissue are used in cosmetic treatments or for the separation and cryopreservation of stem cells.

5. Any medical device or equipment used or developed in the future pertaining to use in the stem cell field.

6. Any other business whose primary activity is in the stem cell sector.

STEM CELL ASSURANCE, INC.
SHAREHOLDER AGREEMENT AND IRREVOCABLE PROXY

This Shareholder Agreement and Irrevocable Proxy is by and between Stem Cell Research Company, LLC, a Florida limited liability company ("Research"), and Mark Weinreb ("Weinreb"). Research and Weinreb agree that the 67,085,899 shares of common stock, par value $.001 per share (the "Common Stock"), of Stem Cell Assurance, Inc. (the "Company") owned by Research and any and all shares of capital stock issued in connection with a dividend, stock split, recapitalization or similar transaction, and any and all other shares of capital stock of the Company hereafter acquired by Research (collectively, the "Shares"), shall be voted as determined by Weinreb.

Research hereby appoints Weinreb its attorney and proxy, with full power of substitution, in the name and stead of Research, to vote as proxy all of the Shares at any and all meetings of the stockholders of the Company, including any adjournments or postponements thereof, and/or in any and all written consents in lieu of a meeting of stockholders, in such manner as Weinreb may determine in his sole discretion.

The foregoing irrevocable proxy is hereby declared to be irrevocable and to be a power coupled with an interest that shall survive the dissolution or bankruptcy of Research.

This Shareholder Agreement and Irrevocable Proxy shall expire three (3) years from the date hereof and shall be binding upon the successors and assigns of Research.

This Shareholder Agreement and Irrevocable Proxy may only be amended by a writing executed by the parties.

STEM CELL RESEARCH COMPANY, LLC

Dated: January 21, 2011

By: /s/ Gloria McConnell
Gloria McConnell, Managing Director

/s/ Mark Weinreb
Mark Weinreb

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is made this 20th day of January, 2010, between **ORANGE COAST, LLC**, a Delaware limited liability company ("**Landlord**"), and **STEM CELL ASSURANCE, INC.**, a Nevada corporation ("**Tenant**").

Address: 555 Heritage Drive, Jupiter, Florida

Premises: That portion of the Project, containing approximately 1,766 rentable square feet, as determined by Landlord, as shown on Exhibit A.

Project: The real property on which the building (the "**Building**") in which the Premises are located, together with all improvements thereon and appurtenances thereto as described on **Exhibit B**.

Base Rent: Months 1 - 12: $30.00 per rentable square foot of the Premises
Months 13- 24: $30.90 per rentable square foot of the Premises
Months 25 - 36: $31.83 per rentable square foot of the Premises

Tenant shall also be required to pay all Florida sales and/or use tax attributable to the Base Rent amounts set forth above.

Rentable Area of Premises: 1,766 sq. ft.

Rentable Area of Project: 44,855 sq. ft. **Tenant's Share of Operating Expenses:** 3.94%

Security Deposit: $4,415.00

Target Commencement Date: February 1, 2011

Rent Adjustment Percentage: 3%

Base Term: Beginning on the Commencement Date and ending 36 months from the first day of the first full month of the Term (as defined in Section 2) hereof.

Permitted Use: Research and development laboratory, related office and other related uses consistent with the character of the Project and otherwise in compliance with the provisions of Section 7 hereof.

Address for Rent Payment:
385 E. Colorado Boulevard
Suite 299
Pasadena, CA 91101
Attention: Accounts Receivable

Landlord's Notice Address:
385 E. Colorado Boulevard Suite 299
Pasadena, CA 91101
Attention: Corporate Secretary

Tenant's Notice Address:
555 Heritage Drive, Suite 130
Jupiter, FL 33458
Attention: Lease Administrator

The following Exhibits and Addenda are attached hereto and incorporated herein by this reference:

[X] EXHIBIT A-PREMISES DESCRIPTION
[X] EXHIBIT B-DESCRIPTION OF PROJECT
[X] EXHIBIT C-INTENTIONALLY OMITTED
[X] EXHIBIT D-COMMENCEMENT DATE
[X] EXHIBIT E-RULES AND REGULATIONS
[X]EXHIBIT F-TENANT'S PERSONAL PROPERTY
[X] EXHIBIT G - SHARED AREA

1. **Lease of Premises**. Upon and subject to all of the terms and conditions hereof, Landlord hereby leases the Premises to Tenant and Tenant hereby leases the Premises from Landlord. The portions of the Project which are for the non-exclusive use of tenants of the Project are collectively referred to herein as the "Common Areas." Landlord reserves the right to modify Common Areas, provided that such modifications do not materially adversely affect Tenant's use of the Premises for the Permitted Use.

2. **Delivery; Acceptance of Premises; Commencement Date**. Landlord shall use reasonable efforts to deliver the Premises to Tenant on or before the Target Commencement Date ("**Delivery**" or "**Deliver**"). If Landlord fails to timely Deliver the Premises, Landlord shall not be liable to Tenant for any loss or damage resulting therefrom, and this Lease shall not be void or voidable except as provided herein. If Landlord does not Deliver the Premises within 30 days of the Target Commencement Date for any reason other than Force Majeure delays and delays caused by Tenant, this Lease may be terminated by Landlord or Tenant by written notice to the other, and if so terminated by either: (a) the Security Deposit, or any balance thereof (i.e., after deducting therefrom all amounts to which Landlord is entitled under the provisions of this Lease), shall be returned to Tenant, and (b) neither Landlord nor Tenant shall have any further rights, duties or obligations under this Lease, except with respect to provisions which expressly survive termination of this Lease. If neither Landlord nor Tenant elects to void this Lease within 5 business days of the lapse of such 30 day period, such right to void this Lease shall be waived and this Lease shall remain in full force and effect.

The "Commencement Date" shall be the date Landlord Delivers the Premises to Tenant. The "Rent Commencement Date" shall be the date 12 months after the Commencement Date (the first day of the 13th month of the Base Term). Upon request of Landlord, Tenant shall execute and deliver a written acknowledgment of the Commencement Date, the Rent Commencement Date and the expiration date of the Term when such are established in the form of the "Acknowledgement of Commencement Date" attached to this Lease as Exhibit D; provided however Tenant's failure to execute and deliver such acknowledgment shall not affect Landlord's rights hereunder. The "Term" of this Lease shall be the Base Term described on page 1 of this Lease and the Extension Term which Tenant may elect pursuant to Section 41 hereof.

Except as set forth in this Lease, if applicable: (i) Tenant shall accept the Premises in their condition as of the Commencement Date, subject to all applicable Legal Requirements (as defined in Section 7 hereof); (ii) Landlord shall have no obligation for any defects in the Premises; and (iii) Tenant's taking possession of the Premises shall be conclusive evidence that Tenant accepts the Premises and that the Premises were in good condition at the time possession was taken. Any occupancy of the Premises by Tenant before the Commencement Date shall be subject to all of the terms and conditions of this Lease, excluding the obligation to pay Base Rent.

Tenant agrees and acknowledges that neither Landlord nor any agent of Landlord has made any representation or warranty with respect to the condition of all or any portion of the Premises or the Project, and/or the suitability of the Premises or the Project for the conduct of Tenant's business, and Tenant waives any implied warranty that the Premises or the Project are suitable for the Permitted Use. This Lease constitutes the complete agreement of Landlord and Tenant with respect to the subject matter hereof and supersedes any and all prior representations, inducements, promises, agreements, understandings and negotiations which are not contained herein. Landlord in executing this Lease does so in reliance upon Tenant's representations, warranties, acknowledgments and agreements contained herein.

3. **Rent**.

(a) Base Rent. The Base Rent for the month in which the Rent Commencement Date occurs and the Security Deposit shall be due and payable on delivery of an executed copy of this Lease to Landlord. Tenant shall pay to Landlord in advance, without demand, abatement, deduction or set-off, equal monthly installments of Base Rent on or before the first day of each calendar month during the Term hereof after the Rent Commencement Date, in lawful money of the United States of America, at the office of Landlord for payment of Rent set forth above, or to such other person or at such other place as Landlord may from time to time designate in writing. Payments of Base Rent for any fractional calendar month shall be prorated. The obligation of Tenant to pay Base Rent and other sums to Landlord and the obligations of Landlord under this Lease are independent obligations. Tenant shall have no right at any time to abate, reduce, or set-off any Rent (as defined in Section 5) due hereunder except for any abatement as may be expressly provided in this Lease. With each installment of Base Rent and any other sums owed by Tenant to Landlord under this Lease, Tenant shall also pay to Landlord all Florida Sales Tax attributable thereto.

Notwithstanding anything to the contrary contained herein, Tenant shall only be required to pay Base Rent with respect to laboratory portion of the Premises, consisting of approximately 1,463 rentable square feet of the Premises, commencing on the Rent Commencement Date through the expiration of the 14th month of the Base Term. Tenant shall not be required to pay Base Rent with respect to the office portion of the Premises, consisting of approximately 303 rentable square feet, for the 13th and 14th months of the Base Term. Tenant shall commence paying Base Rent with respect to the entire 1,766 rentable square feet of the Premises on the first day of the 15th month of the Base Term.

(b) Additional Rent. In addition to Base Rent, Tenant agrees to pay to Landlord as additional rent ("**Additional Rent**"): (i) Tenant's Share of "Operating Expenses" (as defined in Section 5) and (ii) any and all other amounts Tenant assumes or agrees to pay under the provisions of this Lease, including, without limitation, any and all other sums that may become due by reason of any default of Tenant or failure to comply with the agreements, terms, covenants and conditions of this Lease to be performed by Tenant, after any applicable notice and cure period.

4. **Base Rent Adjustments**. Base Rent shall be increased during the Base Term as provided for in the schedule set forth on page 1 of this Lease. Base Rent, as so adjusted, shall thereafter be due as provided herein. Base Rent adjustments for any fractional calendar month shall be prorated.

5. **Operating Expense Payments**. Landlord shall deliver to Tenant a written estimate of Operating Expenses for each calendar year during the Term (the "Annual Estimate"), which may be revised by Landlord from time to time during such calendar year. Commencing on the Commencement Date, and thereafter on the first day of each month of the Term, Tenant shall pay Landlord an amount equal to 1/12th of Tenant's Share of the Annual Estimate. Payments for any fractional calendar month shall be prorated.

The term "Operating Expenses" means all costs and expenses of any kind or description whatsoever incurred or accrued each calendar year by Landlord with respect to the Project (including, without duplication, Taxes (as defined in Section 9) reasonable reserves consistent with good business practice for future repairs and replacements, capital repairs and improvements amortized over the lesser of 7 years and the useful life of such capital items, and the costs of Landlord's third party property manager or, if there is no third party property manager, administration rent in the amount of 5.0% of Base Rent), excluding only:

(a) the original construction costs of the Project and renovation prior to the date of the Lease and costs of correcting defects in such original construction or renovation;

(b) capital expenditures for expansion of the Project;

(c) interest, principal payments of Mortgage (as defined in Section 27) debts of Landlord, financing costs and amortization of funds borrowed by Landlord, whether secured or unsecured;

(d) depreciation of the Project (except for capital improvements, the cost of which are includable in Operating Expenses);

(e) advertising, legal and space planning expenses and leasing commissions and other costs and expenses incurred in procuring and leasing space to tenants for the Project, including any leasing office maintained in the Project, free rent and construction allowances for tenants;

(f) legal and other expenses incurred in the negotiation or enforcement of leases;

(g) completing, fixturing, improving, renovating, painting, redecorating or other work, which Landlord pays for or performs for other tenants within their premises, and costs of correcting defects in such work;

(h) costs to be reimbursed by other tenants of the Project or Taxes to be paid directly by Tenant or other tenants of the Project, whether or not actually paid;

(i) salaries, wages, benefits and other compensation paid to officers and employees of Landlord who are not assigned in whole or in part to the operation, management, maintenance or repair of the Project;

(j) general organizational, administrative and overhead costs relating to maintaining Landlord's existence, either as a corporation, partnership, or other entity, including general corporate, legal and accounting expenses;

(k) costs (including attorneys' fees and costs of settlement, judgments and payments in lieu thereof) incurred in connection with disputes with tenants, other occupants, or prospective tenants, and costs and expenses, including legal fees, incurred in connection with negotiations or disputes with employees, consultants, management agents, leasing agents, purchasers or mortgagees of the Building;

(l) costs incurred by Landlord due to the violation by Landlord, its employees, agents or contractors or any tenant of the terms and conditions of any lease of space in the Project or any Legal Requirement (as defined in Section 7).

(m) penalties, fines or interest incurred as a result of Landlord's inability or failure to make payment of Taxes and/or to file any tax or informational returns when due, or from Landlord’s failure to make any payment of Taxes required to be made by Landlord hereunder before delinquency;

(n) overhead and profit increment paid to Landlord or to subsidiaries or affiliates of Landlord for goods and/or services in or to the Project to the extent the same exceeds the costs of such goods and/or services rendered by unaffiliated third parties on a competitive basis;

(o) costs of Landlord's charitable or political contributions, or of fine art maintained at the Project;

(p) costs in connection with services (including electricity), items or other benefits of a type which are not standard for the Project and which are not available to Tenant without specific charges therefor, but which are provided to another tenant or occupant of the Project, whether or not such other tenant or occupant is specifically charged therefor by Landlord;

(q) costs incurred in the sale or refinancing of the Project;

(r) net income taxes of Landlord or the owner of any interest in the Project, franchise, capital stock, gift, estate or inheritance taxes or any federal, state or local documentary taxes imposed against the Project or any portion thereof or interest therein, except as otherwise may be set forth in Section 9 below; and

(s) any expenses otherwise includable within Operating Expenses to the extent actually reimbursed by persons other than tenants of the Project under leases for space in the Project.

Within 90 days after the end of each calendar year (or such longer period as may be reasonably required), Landlord shall furnish to Tenant a statement (an "Annual Statement") showing in reasonable detail: (a) the total and Tenant's Share of actual Operating Expenses for the previous calendar year, and (b) the total of Tenant's payments in respect of Operating Expenses for such year. If Tenant's Share of actual Operating Expenses for such year exceeds Tenant's payments of Operating Expenses for such year, the excess shall be due and payable by Tenant as Rent within 30 days after delivery of such Annual Statement to Tenant. If Tenant's payments of Operating Expenses for such year exceed Tenant's Share of actual Operating Expenses for such year Landlord shall pay the excess to Tenant within 30 days after delivery of such Annual Statement, except that after the expiration, or earlier termination of the Term or if Tenant is delinquent in its obligation to pay Rent, Landlord shall pay the excess to Tenant after deducting all other amounts due Landlord.

The Annual Statement shall be final and binding upon Tenant unless Tenant, within 30 days after Tenant's receipt thereof, shall contest any item therein by giving written notice to Landlord, specifying each item contested and the reason therefor. Operating Expenses for the calendar years in which Tenant's obligation to share therein begins and ends shall be prorated. Notwithstanding anything set forth herein to the contrary, if the Project is not at least 95% occupied on average during any year of the Term, Tenant's Share of Operating Expenses for such year shall be computed as though the Project had been 95% occupied on average during such year.

"**Tenant's Share**" shall be the percentage set forth on the first page of this Lease as Tenant's Share as reasonably adjusted by Landlord for changes in the physical size of the Premises or the Project occurring thereafter. Landlord may equitably increase Tenant's Share for any item of expense or cost reimbursable by Tenant that relates to a repair, replacement, or service that benefits only the Premises or only a portion of the Project that includes the Premises or that varies with occupancy or use. Base Rent, Tenant's Share of Operating Expenses and all other amounts payable by Tenant to Landlord hereunder are collectively referred to herein as "Rent."

6. Security Deposit. The Security Deposit shall be held by Landlord without obligation for interest thereon as security for the performance of Tenant's obligations under this Lease. The Security Deposit is not an advance rental deposit or a measure of Landlord's damages in case of Tenant's default. Upon each occurrence of a Default (as defined in Section 20), Landlord may use all or part of the Security Deposit to pay delinquent payments due under this Lease, future rent damages under Chapter 83, Florida Statutes, 2006, and the cost of any damage, injury, expense or liability caused by such Default, without prejudice to any other remedy provided herein or provided by law. Landlord's right to use the Security Deposit under this Section 6 includes the right to use the Security Deposit to pay future rent damages following the termination of this Lease pursuant to Section 21(c) below. Upon any use of all or any portion of the Security Deposit, Tenant shall pay Landlord on demand the amount that will restore the Security Deposit to its original amount. Upon bankruptcy or other debtor-creditor proceedings against Tenant, the Security Deposit shall be deemed to be applied first to the payment of Rent and other charges due Landlord for periods prior to the filing of such proceedings. Landlord's obligation respecting the Security Deposit is that of a debtor, not a trustee; no interest shall accrue thereon. The Security Deposit shall be the property of Landlord, but shall be paid to Tenant when Tenant's obligations under this Lease have been completely fulfilled. Landlord shall be released from any obligation with respect to the Security Deposit upon transfer of this Lease and the Premises to a person or entity assuming Landlord's obligations under this Section 6. Tenant hereby waives the provisions of any law, now or hereafter in force, including, without limitation, Chapter 83, Florida Statutes, 2006, which provide that Landlord may claim from a security deposit only those sums reasonably necessary to remedy defaults in the payment of Rent, to repair damage caused by Tenant or to clean the Premises, it being agreed that Landlord may, in addition, claim those sums reasonably necessary to compensate Landlord for any other loss or damage, foreseeable or unforeseeable, caused by the act or omission of Tenant or any officer, employee, agent or invitee of Tenant. The Security Deposit, or any balance thereof (i.e., after deducting therefrom all amounts to which Landlord is entitled under the provisions of this Lease), shall be returned to Tenant (or, at Landlord's option, to the last assignee of Tenant's interest hereunder) within 90 days after the expiration or earlier termination of this Lease.

If Landlord transfers its interest in the Project or this Lease, Landlord shall either (a) transfer any Security Deposit then held by Landlord to a person or entity assuming Landlord's obligations under this Section 6 or (b) return to Tenant any Security Deposit then held by Landlord and remaining after the deductions permitted herein. Upon such transfer to such transferee or the return of the Security Deposit to Tenant, Landlord shall have no further obligation with respect to the Security Deposit, and Tenant's right to the return of the Security Deposit shall apply solely against Landlord's transferee. The Security Deposit is not an advance rental deposit or a measure of Landlord's damages in case of Tenant's default. Landlord's obligation respecting the Security Deposit is that of a debtor, not a trustee, and no interest shall accrue thereon.

7. Use. The Premises shall be used solely for the Permitted Use set forth in the basic lease provisions on page 1 of this Lease, and in compliance with all laws, orders, judgments, ordinances, regulations, codes, directives, permits, licenses, covenants and restrictions now or hereafter applicable to the Premises, and to the use and occupancy thereof, including, without limitation, the Americans With Disabilities Act, 42 U.S.C. 12101, et seq. (together with the regulations promulgated pursuant thereto, "**ADA**") (collectively, "**Legal Requirements**" and each, a "**Legal Requirement**"). Tenant shall, upon 5 days' written notice from Landlord, discontinue any use of the Premises which is declared by any Governmental Authority (as defined in Section 9) having jurisdiction to be a violation of a Legal Requirement. Tenant will not use or permit the Premises to be used for any purpose or in any manner that would void Tenant's or Landlord's insurance, increase the insurance risk, or cause the disallowance of any sprinkler or other credits. Tenant shall not permit any part of the Premises to be used as a "place of public accommodation", as defined in the ADA or any similar legal requirement. Tenant shall reimburse Landlord promptly upon demand for any additional premium charged for any such insurance policy by reason of Tenant's failure to comply with the provisions of this Section or otherwise caused by Tenant's use and/or occupancy of the Premises. Tenant will use the Premises in a careful, safe and proper manner and will not commit or permit waste, overload the floor or structure of the Premises, subject the Premises to use that would damage the Premises or obstruct or interfere with the rights of Landlord or other tenants or occupants of the Project, including conducting or giving notice of any auction, liquidation, or going out of business sale on the Premises, or using or allowing the Premises to be used for any unlawful purpose. Tenant shall cause any equipment or machinery to be installed in the Premises so as to reasonably prevent sounds or vibrations from the Premises from extending into Common Areas, or other space in the Project. Tenant shall not place any machinery or equipment weighing 500 pounds or more in or upon the Premises or transport or move such items through the Common Areas of the Project or in the Project elevators without the prior written consent of Landlord. Tenant shall not, without the prior written consent of Landlord, use the Premises in any manner which will require ventilation, air exchange, heating, gas, steam, electricity or water beyond the existing capacity of the Project as proportionately allocated to the Premises based upon Tenant's Share as usually furnished for the Permitted Use.

Tenant, at its sole expense, shall make any alterations or modifications to the interior or the exterior of the Premises or the Project that are required by Legal Requirements (including, without limitation, compliance of the Premises with the ADA) related to Tenant's use or occupancy of the Premises. Notwithstanding any other provision herein to the contrary, Tenant shall be responsible for any and all demands, claims, liabilities, losses, costs, expenses, actions, causes of action, damages or judgments, and all reasonable expenses incurred in investigating or resisting the same (including, without limitation, reasonable attorneys' fees, charges and disbursements and costs of suit) (collectively, "**Claims**") arising out of or in connection with Legal Requirements, and Tenant shall indemnify, defend, hold and save Landlord harmless from and against any and all Claims arising out of or in connection with any failure of the Premises to comply with any Legal Requirement.

8. Holding Over. If, with Landlord's express written consent, Tenant retains possession of the Premises after the termination of the Term, (i) unless otherwise agreed in such written consent, such possession shall be subject to immediate termination by Landlord at any time, (ii) all of the other terms and provisions of this Lease (including, without limitation, the adjustment of Base Rent pursuant to Section 4 hereof) shall remain in full force and effect (excluding any expansion or renewal option or other similar right or option) during such holdover period, (iii) Tenant shall continue to pay Base Rent in the amount payable upon the date of the expiration or earlier termination of this Lease or such other amount as Landlord may indicate, in Landlord's sole and absolute discretion, in such written consent, and (iv) all other payments shall continue under the terms of this Lease. If Tenant remains in possession of the Premises after the expiration or earlier termination of the Term without the express written consent of Landlord, (A) Tenant shall become a tenant at sufferance upon the terms of this Lease except that the monthly rental shall be equal to 200% of Rent in effect during the last 30 days of the Term, and (B) Tenant shall be responsible for all damages suffered by Landlord resulting from or occasioned by Tenant's holding over, including consequential damages. No holding over by Tenant, whether with or without consent of Landlord, shall operate to extend this Lease except as otherwise expressly provided, and this Section 8 shall not be construed as consent for Tenant to retain possession of the Premises. Acceptance by Landlord of Rent after the expiration of the Term or earlier termination of this Lease shall not result in a renewal or reinstatement of this Lease.

9. Taxes. Landlord shall pay, as part of Operating Expenses, all taxes, levies, fees, assessments and governmental charges of any kind, existing as of the Commencement Date or thereafter enacted (collectively referred to as "Taxes"), imposed by any federal, state, regional, municipal, local or other governmental authority or agency, including, without limitation, quasi-public agencies (collectively, "**Governmental Authority**") during the Term, including, without limitation, all Taxes: (i) imposed on or measured by or based, in whole or in part, on rent payable to (or gross receipts received by) Landlord under this Lease and/or from the rental by Landlord of the Project or any portion thereof (subject to the obligations of Tenant to pay to Landlord any Florida Sales Tax on Base Rent and any other sums owed by Tenant to Landlord hereunder pursuant to the terms of Section 3(a) above), or (ii) based on the square footage, assessed value or other measure or evaluation of any kind of the Premises or the Project including ad valorem real estate taxes, or (iii) assessed or imposed by or on the operation or maintenance of any portion of the Premises or the Project, including parking, or (iv) assessed or imposed by, or at the direction of, or resulting from Legal Requirements, or interpretations thereof, promulgated by any Governmental Authority, or (v) imposed as a license or other fee, charge, tax, or assessment on Landlord's business or occupation of leasing space in the Project. Landlord may contest by appropriate legal proceedings the amount, validity, or application of any Taxes or liens securing Taxes. Taxes shall not include any net income taxes imposed on Landlord except to the extent such net income taxes are in substitution for any Taxes payable hereunder. If any such Tax is levied or assessed directly against Tenant, then Tenant shall be responsible for and shall pay the same at such times and in such manner as the taxing authority shall require. Tenant shall pay, prior to delinquency, any and all Taxes levied or assessed against any personal property or trade fixtures placed by Tenant in the Premises, whether levied or assessed against Landlord or Tenant. If any Taxes on Tenant's personal property or trade fixtures are levied against Landlord or Landlord's property, or if the assessed valuation of the Project is increased by a value attributable to improvements in or alterations to the Premises, whether owned by Landlord or Tenant and whether or not affixed to the real property so as to become a part thereof, higher than the base valuation on which Landlord from time-to-time allocates Taxes to all tenants in the Project, Landlord shall have the right, but not the obligation, to pay such Taxes. Landlord's determination of any excess assessed valuation shall be binding and conclusive, absent manifest error. The amount of any such payment by Landlord shall constitute Additional Rent due from Tenant to Landlord immediately upon demand.

10. **Parking**. Subject to all matters of record, Force Majeure, a Taking (as defined inSection 19 below) and the exercise by Landlord of its rights hereunder, Tenant shall have the right, in common with other tenants of the Project, to use its pro rata share of the parking spaces at the Project not specifically allocated to other tenants of the Project, which parking spaces shall be located in those areas designated for non-reserved parking, subject in each case to Landlord's rules and regulations. Landlord shall not be responsible for enforcing Tenant's parking rights against any third parties, including other tenants of the Project.

11. **Utilities, Services**. Landlord shall provide, subject to the terms of this Section 11, water, electricity, heat, light, power, telephone, sewer, and other utilities (including gas and fire sprinklers to the extent the Project is plumbed for such services), refuse and trash collection and janitorial services (collectively, "**Utilities**"). Landlord shall pay, as Operating Expenses or subject to Tenant's reimbursement obligation, for all Utilities used on the Premises, all maintenance charges for Utilities, and any storm sewer charges or other similar charges for Utilities imposed by any Governmental Authority or Utility provider, and any taxes, penalties, surcharges or similar charges thereon. Landlord may cause, at Tenant's expense, any Utilities to be separately metered or charged directly to Tenant by the provider. Tenant shall pay directly to the Utility provider, prior to delinquency, any separately metered Utilities and services which may be furnished to Tenant or the Premises during the Term. Tenant shall pay, as part of Operating Expenses, its share of all charges for jointly metered Utilities based upon consumption, as reasonably determined by Landlord. No interruption or failure of Utilities, from any cause whatsoever other than Landlord's willful misconduct, shall result in eviction or constructive eviction of Tenant, termination of this Lease or the abatement of Rent. Tenant agrees to limit use of water and sewer with respect to Common Areas to normal restroom use.

Landlord's sole obligation for either providing emergency generators or providing emergency back-up power to Tenant shall be: (i) to provide emergency generators with not less than the capacity of the emergency generators located in the Building as of the Commencement Date, and (ii) to contract with a third party to maintain the emergency generators as per the manufacturer's standard maintenance guidelines. Landlord shall have no obligation to provide Tenant with operational emergency generators or back-up power or to supervise, oversee or confirm that the third party maintaining the emergency generators is maintaining the generators as per the manufacturer's standard guidelines or otherwise. During any period of replacement, repair or maintenance of the emergency generators when the emergency generators are not operational, including any delays thereto due to the inability to obtain parts or replacement equipment, Landlord shall have no obligation to provide Tenant with an alternative backup generator or generators or alternative sources of back-up power. Tenant expressly acknowledges and agrees that Landlord does not guaranty that such emergency generators will be operational at all times or that emergency power will be available to the Premises when needed.

12. **Alterations and Tenant's Property**. Any alterations, additions, or improvements made to the Premises by or on behalf of Tenant, including additional locks or bolts of any kind or nature upon any doors or windows in the Premises, but excluding installation, removal or realignment of furniture systems (other than removal of furniture systems owned or paid for by Landlord) not involving any modifications to the structure or connections (other then by ordinary plugs or jacks) to Building Systems (as defined in Section 13) ("**Alterations**") shall be subject to Landlord's prior written consent, which may be given or withheld in Landlord's sole discretion if any such Alteration affects the structure or Building Systems and shall not be otherwise unreasonably withheld. If Landlord approves any Alterations, Landlord may impose such conditions on Tenant in connection with the commencement, performance and completion of such Alterations as Landlord may deem appropriate in Landlord's sole and absolute discretion. Any request for approval shall be in writing, delivered not less than 15 business days in advance of any proposed construction, and accompanied by plans, specifications, bid proposals, work contracts and such other information concerning the nature and cost of the alterations as may be reasonably requested by Landlord, including the identities and mailing addresses of all persons performing work or supplying materials. Landlord's right to review plans and specifications and to monitor construction shall be solely for its own benefit, and Landlord shall have no duty to ensure that such plans and specifications or construction comply with applicable Legal Requirements. Tenant shall cause, at its sole cost and expense, all Alterations to comply with insurance requirements and with Legal Requirements and shall implement at its sole cost and expense any alteration or modification required by Legal Requirements as a result of any Alterations. Tenant shall pay to Landlord, as Additional Rent, on demand an amount equal to 3% of all charges incurred by Tenant or its contractors or agents in connection with any Alteration to cover Landlord's overhead and expenses for plan review, coordination, scheduling and supervision. Before Tenant begins any Alteration, Landlord may post on and about the Premises notices of non-responsibility pursuant to applicable law. Tenant shall reimburse Landlord for, and indemnify and hold Landlord harmless from, any expense incurred by Landlord by reason of faulty work done by Tenant or its contractors, delays caused by such work, or inadequate cleanup. This Lease expressly provides that the interest of the Landlord shall not be subject to liens for improvements made by the Tenant and the Tenant shall notify the contractor making any such improvements of such provision in this Lease in accordance with Section 713.10, Florida Statutes, 2006.

Tenant shall furnish security or make other arrangements satisfactory to Landlord to assure payment for the completion of all Alterations work free and clear of liens, and shall provide (and cause each contractor or subcontractor to provide) certificates of insurance for workers' compensation and other coverage in amounts and from an insurance company satisfactory to Landlord protecting Landlord against liability for personal injury or property damage during construction. Upon completion of any Alterations, Tenant shall deliver to Landlord: (i) sworn statements setting forth the names of all contractors and subcontractors who did the work and final lien waivers from all such contractors and subcontractors; and (ii) "as built" plans for any such Alteration.

Except for Removable Installations (as hereinafter defined), all Installations (as hereinafter defined) shall be and shall remain the property of Landlord during the Term and following the expiration or earlier termination of the Term, shall not be removed by Tenant at any time during the Term, and shall remain upon and be surrendered with the Premises as a part thereof. Notwithstanding the foregoing, Landlord may, at the time its approval of any such Installation is requested, notify Tenant that Landlord requires that Tenant remove such Installation upon the expiration or earlier termination of the Term, in which event Tenant shall remove such Installation in accordance with the immediately succeeding sentence. Upon the expiration or earlier termination of the Term, Tenant shall remove (i) all wires, cables or similar equipment which Tenant has installed in the Premises or in the risers or plenums of the Building, (ii) any Installations for which Landlord has given Tenant notice of removal in accordance with the immediately preceding sentence, and (iii) all of Tenant's Property (as hereinafter defined), and Tenant shall restore and repair any damage caused by or occasioned as a result of such removal, including, without limitation, capping off all such connections behind the walls of the Premises and repairing any holes. During any restoration period beyond the expiration or earlier termination of the Term, Tenant shall pay Rent to Landlord as provided herein as if said space were otherwise occupied by Tenant. If Landlord is requested by Tenant or any lender, lessor or other person or entity claiming an interest in any of Tenant' Property to waive any lien Landlord may have against any of Tenant's Property, and Landlord consents to such waiver, then Landlord shall be entitled to be paid as administrative rent a fee of $1,000 per occurrence for its time and effort in preparing and negotiating such a waiver of lien.

For purposes of this Lease, (x) "**Removable Installations**" means any items listed on Exhibit F attached hereto and any items agreed by Landlord in writing to be included on Exhibit F in the future, (y)"**Tenant's Property**" means Removable Installations and, other than Installations, any personal property or equipment of Tenant that may be removed without material damage to the Premises, and (z) "**Installations**" means all property of any kind paid for with by Landlord, all Alterations, all fixtures, and all partitions, hardware, built-in machinery, built-in casework and cabinets and other similar additions, equipment, property and improvements built into the Premises so as to become an integral part of the Premises, including, without limitation, fume hoods which penetrate the roof or plenum area, built-in cold rooms, built-in warm rooms, walk-in cold rooms, walk-in warm rooms, deionized water systems, glass washing equipment, autoclaves, chillers, built-in plumbing, electrical and mechanical equipment and systems, and any power generator and transfer switch.

13. **Landlord's Repairs**. Landlord, as an Operating Expense, shall maintain all of the structural, exterior, parking and other Common Areas of the Project, including HVAC, plumbing, fire sprinklers, elevators and all other building systems serving the Premises and other portions of the Project ("**Building Systems**"), in good repair, reasonable wear and tear and uninsured losses and damages caused by Tenant, or by any of Tenant's agents, servants, employees, invitees and contractors (collectively, "**Tenant Parties**") excluded. Losses and damages caused by Tenant or any Tenant Party shall be repaired by Landlord, to the extent not covered by insurance, at Tenant's sole cost and expense. Landlord reserves the right to stop Building Systems services when necessary (i) by reason of accident or emergency, or (ii) for planned repairs, alterations or improvements, which are, in the judgment of Landlord, desirable or necessary to be made, until said repairs, alterations or improvements shall have been completed. Landlord shall have no responsibility or liability for failure to supply Building Systems services during any such period of interruption; provided however, that Landlord shall, except in case of emergency, make a commercially reasonable effort to give Tenant 24 hours advance notice of any planned stoppage of Building Systems services for routine maintenance, repairs, alterations or improvements. Tenant shall promptly give Landlord written notice of any repair required by Landlord pursuant to this Section, after which Landlord shall make a commercially reasonable effort to effect such repair. Landlord shall not be liable for any failure to make any repairs or to perform any maintenance unless such failure shall persist for an unreasonable time after Tenant's written notice of the need for such repairs or maintenance. Tenant waives its rights under any state or local law to terminate this Lease or to make such repairs at Landlord's expense and agrees that the parties' respective rights with respect to such matters shall be solely as set forth herein. Repairs required as the result of fire, earthquake, flood, hurricane, sinkhole, tornado, vandalism, war, or similar cause of damage or destruction shall be controlled by Section 18.

14. **Tenant's Repairs**. Subject to Section 13 hereof, Tenant, at its expense, shall repair, replace and maintain in good condition all portions of the Premises, including, without limitation, entries, doors, ceilings, interior windows, interior walls, and the interior side of demising walls. Such repair and replacement may include capital expenditures and repairs whose benefit may extend beyond the Term. Should Tenant fail to make any such repair or replacement or fail to maintain the Premises, Landlord shall give Tenant notice of such failure. If Tenant fails to commence cure of such failure within 10 days of Landlord's notice, and thereafter diligently prosecute such cure to completion, Landlord may perform such work and shall be reimbursed by Tenant within 10 days after demand therefor; provided, however, that if such failure by Tenant creates or could create an emergency, Landlord may immediately commence cure of such failure and shall thereafter be entitled to recover the costs of such cure from Tenant. Subject to Sections 17 and 18, Tenant shall bear the full uninsured cost of any repair or replacement to any part of the Project that results from damage caused by Tenant or any Tenant Party and any repair that benefits only the Premises.

15. **Mechanic's Liens**. Tenant shall discharge, by bond or otherwise, any mechanic's lien filed against the Premises or against the Project for work claimed to have been done for, or materials claimed to have been furnished to, Tenant within 10 days after the filing thereof, at Tenant's sole cost and shall otherwise keep the Premises and the Project free from any liens arising out of work performed, materials furnished or obligations incurred by Tenant. Should Tenant fail to discharge any lien described herein, Landlord shall have the right, but not the obligation, to pay such claim or post a bond or otherwise provide security to eliminate the lien as a claim against title to the Project and the cost thereof shall be immediately due from Tenant as Additional Rent. If Tenant shall lease or finance the acquisition of office equipment, furnishings, or other personal property of a removable nature utilized by Tenant in the operation of Tenant's business, Tenant warrants that any Uniform Commercial Code Financing Statement filed as a matter of public record by any lessor or creditor of Tenant will upon its face or by exhibit thereto indicate that such Financing Statement is applicable only to removable personal property of Tenant located within the Premises. In no event shall the address of the Project be furnished on the statement without qualifying language as to applicability of the lien only to removable personal property, located in an identified suite held by Tenant. In connection with any improvements made by the Tenant to the Premises: (a) Tenant shall not allow any Notice of Commencement to be filed pursuant to Section 713.13, Florida Statutes, 2006, unless the form and content thereof (including description of the Premises) is approved in writing by Landlord; and (b) upon the request of Landlord, any liens filed shall be transferred promptly by Tenant at its expense to bond or other security pursuant to Section 713.24, Florida Statutes, 2006.

16. **Indemnification**. Tenant hereby indemnifies and agrees to defend, save and hold Landlord harmless from and against any and all Claims for injury or death to persons or damage to property occurring within or about the Premises, arising directly or indirectly out of use or occupancy of the Premises or a breach or default by Tenant in the performance of any of its obligations hereunder, except to the extent caused by the willful misconduct or gross negligence of Landlord. Landlord shall not be liable to Tenant for, and Tenant assumes all risk of damage to, personal property (including, without limitation, loss of records kept within the Premises). Tenant further waives any and all Claims for injury to Tenant's business or loss of income relating to any such damage or destruction of personal property (including, without limitation, any loss of records). Landlord shall not be liable for any damages arising from any act, omission or neglect of any tenant in the Project or of any other third party.

17. **Insurance**. Landlord shall maintain all risk property and, if applicable, sprinkler damage insurance covering the full replacement cost of the Project or such lesser coverage amount as Landlord may elect provided such coverage amount is not less than 90% of such full replacement cost. Landlord shall further procure and maintain commercial general liability insurance with a single loss limit of not less than $2,000,000 for bodily injury and property damage with respect to the Project. Landlord may, but is not obligated to, maintain such other insurance and additional coverages as it may deem necessary, including, but not limited to, flood, environmental hazard and earthquake, loss or failure of building equipment, errors and omissions, rental loss during the period of repair or rebuilding, workers' compensation insurance and fidelity bonds for employees employed to perform services and insurance for any improvements installed by Tenant or which are in addition to the standard improvements customarily furnished by Landlord without regard to whether or not such are made a part of the Project. All such insurance shall be included as part of the Operating Expenses. The Project may be included in a blanket policy (in which case the cost of such insurance allocable to the Project will be determined by Landlord based upon the insurer's cost calculations). Tenant shall also reimburse Landlord for any increased premiums or additional insurance which Landlord reasonably deems necessary as a result of Tenant's use of the Premises.

Tenant, at its sole cost and expense, shall maintain during the Term: all risk property insurance with business interruption and extra expense coverage, covering the full replacement cost of all property and improvements installed or placed in the Premises by Tenant at Tenant's expense; workers' compensation insurance with no less than the minimum limits required by law; employer's liability insurance with such limits as required by law; and commercial general liability insurance, with a minimum limit of not less than $2,000,000 per occurrence for bodily injury and property damage with respect to the Premises. The commercial general liability insurance policy shall name Alexandria Real Estate Equities, Inc., and Landlord, its officers, directors, employees, managers, agents, invitees and contractors (collectively, “Landlord Parties”), as additional insureds; insure on an occurrence and not a claims-made basis; be issued by insurance companies which have a rating of not less than policyholder rating of A and financial category rating of at least Class X in “Best's Insurance Guide”; shall not be cancelable for nonpayment of premium unless 30 days prior written notice shall have been given to Landlord from the insurer; contain a hostile fire endorsement and a contractual liability endorsement; and provide primary coverage to Landlord (any policy issued to Landlord providing duplicate or similar coverage shall be deemed excess over Tenant's policies). Copies of such policies (if requested by Landlord), or certificates of insurance showing the limits of coverage required hereunder and showing Landlord as an additional insured, along with reasonable evidence of the payment of premiums for the applicable period, shall be delivered to Landlord by Tenant upon commencement of the Term and upon each renewal of said insurance. Tenant's policy may be a “blanket policy” with an aggregate per location endorsement which specifically provides that the amount of insurance shall not be prejudiced by other losses covered by the policy. Tenant shall, at least 5 days prior to the expiration of such policies, furnish Landlord with renewal certificates.

In each instance where insurance is to name Landlord as an additional insured, Tenant shall upon written request of Landlord also designate and furnish certificates so evidencing Landlord as additional insured to: (i) any lender of Landlord holding a security interest in the Project or any portion thereof, (ii) the landlord under any lease wherein Landlord is tenant of the real property on which the Project is located, if the interest of Landlord is or shall become that of a tenant under a ground or other underlying lease rather than that of a fee owner, and/or (iii) any management company retained by Landlord to manage the Project.

The property insurance obtained by Landlord and Tenant shall include a waiver of subrogation by the insurers and all rights based upon an assignment from its insured, against Landlord or Tenant, and their respective officers, directors, employees, managers, agents, invitees and contractors ("**Related Parties**"), in connection with any loss or damage thereby insured against. Neither party nor its respective Related Parties shall be liable to the other for loss or damage caused by any risk insured against under property insurance required to be maintained hereunder, and each party waives any claims against the other party, and its respective Related Parties, for such loss or damage. The failure of a party to insure its property shall not void this waiver. Landlord and its respective Related Parties shall not be liable for, and Tenant hereby waives all claims against such parties for, business interruption and losses occasioned thereby sustained by Tenant or any person claiming through Tenant resulting from any accident or occurrence in or upon the Premises or the Project from any cause whatsoever. If the foregoing waivers shall contravene any law with respect to exculpatory agreements, the liability of Landlord or Tenant shall be deemed not released but shall be secondary to the others insurer.

Landlord may require insurance policy limits to be raised to conform with requirements of Landlord's lender and/or to bring coverage limits to levels then being generally required of new tenants within the Project.

18. **Restoration**. If, at any time during the Term, the Project or the Premises are damaged or destroyed by a fire or other insured casualty, Landlord shall notify Tenant within 60 days after discovery of such damage as to the amount of time Landlord reasonably estimates it will take to restore the Project or the Premises, as applicable (the "Restoration Period"). If the Restoration Period is estimated to exceed 12 months (the "Maximum Restoration Period"), Landlord may, in such notice, elect to terminate this Lease as of the date that is 75 days after the date of discovery of such damage or destruction. Unless Landlord so elects to terminate this Lease, Landlord shall, subject to receipt of sufficient insurance proceeds (with any deductible to be treated as a current Operating Expense), promptly restore the Premises (excluding the improvements installed by Tenant or by Landlord and paid for by Tenant), subject to delays arising from the collection of insurance proceeds, from Force Majeure events or as needed to obtain any license, clearance or other authorization of any kind required to enter into and restore the Premises issued by any Governmental Authority having jurisdiction over the use, storage, handling, treatment, generation, release, disposal, removal or remediation of Hazardous Materials (as defined in Section 30) in, on or about the Premises (collectively referred to herein as "Hazardous Materials Clearances"); provided however, that if repair or restoration of the Premises is not substantially complete as of the end of the Maximum Restoration Period or, if longer, the Restoration Period, Landlord may, in its sole and absolute discretion, elect not to proceed with such repair and restoration, in which event Landlord shall be relieved of its obligation to make such repairs or restoration and this Lease shall terminate as of the date that is 75 days after the later of: (i) discovery of such damage or destruction, or (ii) the date all required Hazardous Materials Clearances are obtained, but Landlord shall retain any Rent paid and the right to any Rent payable by Tenant prior to such election by Landlord or Tenant.

Tenant, at its expense, shall promptly perform, subject to delays arising from the collection of insurance proceeds, from Force Majeure (as defined in Section 34) events or to obtain Hazardous Material Clearances, all repairs or restoration not required to be done by Landlord and shall promptly reenter the Premises and commence doing business in accordance with this Lease. Notwithstanding the foregoing, Landlord may terminate this Lease if the Premises are damaged during the last 1 year of the Term and Landlord reasonably estimates that it will take more than 2 months to repair such damage, or if insurance proceeds are not available for such restoration. Rent shall be abated from the date all required Hazardous Material Clearances are obtained until the Premises are repaired and restored, in the proportion which the area of the Premises, if any, which is not usable by Tenant bears to the total area of the Premises, unless Landlord provides Tenant with other space during the period of repair that is suitable for the temporary conduct of Tenant's business. Such abatement shall be the sole remedy of Tenant, and except as provided in this Section 18, Tenant waives any right to terminate the Lease by reason of damage or casualty loss.

The provisions of this Lease, including this Section 18, constitute an express agreement between Landlord and Tenant with respect to any and all damage to, or destruction of, all or any part of the Premises, or any other portion of the Project, and any statute or regulation which is now or may hereafter be in effect shall have no application to this Lease or any damage or destruction to all or any part of the Premises or any other portion of the Project, the parties hereto expressly agreeing that this Section 18 sets forth their entire understanding and agreement with respect to such matters.

19. **Condemnation**. If the whole or any material part of the Premises or the Project is taken for any public or quasi-public use under governmental law, ordinance, or regulation, or by right of eminent domain, or by private purchase in lieu thereof (a "Taking" or "Taken"), and the Taking would in Landlord's reasonable judgment, either prevent or materially interfere with Tenant's use of the Premises or materially interfere with or impair Landlord's ownership or operation of the Project, then upon written notice by Landlord this Lease shall terminate and Rent shall be apportioned as of said date. If part of the Premises shall be Taken, and this Lease is not terminated as provided above, Landlord shall promptly restore the Premises and the Project as nearly as is commercially reasonable under the circumstances to their condition prior to such partial Taking and the rentable square footage of the Building, the rentable square footage of the Premises, Tenant's Share of Operating Expenses and the Rent payable hereunder during the unexpired Term shall be reduced to such extent as may be fair and reasonable under the circumstances. Upon any such Taking, Landlord shall be entitled to receive the entire price or award from any such Taking without any payment to Tenant, and Tenant hereby assigns to Landlord Tenant's interest, if any, in such award. Tenant shall have the right, to the extent that same shall not diminish Landlord's award, to make a separate claim against the condemning authority (but not Landlord) for such compensation as may be separately awarded or recoverable by Tenant for moving expenses and damage to Tenant's trade fixtures, if a separate award for such items is made to Tenant. Tenant hereby waives any and all rights it might otherwise have pursuant to any provision of state law to terminate this Lease upon a partial Taking of the Premises or the Project.

20. **Events of Default**. Each of the following events shall be a default ("**Default**") by Tenant under this Lease:

(a) Payment Defaults. Tenant shall fail to pay any installment of Rent or any other payment hereunder when due.

(b) Insurance. Any insurance required to be maintained by Tenant pursuant to this Lease shall be canceled or terminated or shall expire or shall be reduced or materially changed, or Landlord shall receive a notice of nonrenewal of any such insurance and Tenant shall fail to obtain replacement insurance at least 20 days before the expiration of the current coverage.

(c) Abandonment. Tenant shall abandon the Premises.

(d) Improper Transfer. Tenant shall assign, sublease or otherwise transfer or attempt to transfer all or any portion of Tenant's interest in this Lease or the Premises except as expressly permitted herein, or Tenant's interest in this Lease shall be attached, executed upon, or otherwise judicially seized and such action is not released within 90 days of the action.

(e) Liens. Tenant shall fail to discharge or otherwise obtain the release of any lien placed upon the Premises in violation of this Lease within 10 days after any such lien is filed against the Premises.

(f) Insolvency Events. Tenant or any guarantor or surety of Tenant's obligations hereunder shall: (A) make a general assignment for the benefit of creditors; (B) commence any case, proceeding or other action seeking to have an order for relief entered on its behalf as a debtor or to adjudicate it a bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or its debts or seeking appointment of a receiver, trustee, custodian or other similar official for it or for all or of any substantial part of its property (collectively a "Proceeding for Relief"); (C) become the subject of any Proceeding for Relief which is not dismissed within 90 days of its filing or entry; or (D) die or suffer a legal disability (if Tenant, guarantor, or surety is an individual) or be dissolved or otherwise fail to maintain its legal existence (if Tenant, guarantor or surety is a corporation, partnership or other entity).

(g) Estoppel Certificate or Subordination Agreement Tenant fails to execute any document required from Tenant under Sections 23 or 27 within 5 days after a second notice requesting such document.

(h) Other Defaults. Tenant shall fail to comply with any provision of this Lease other than those specifically referred to in this Section 20, and, except as otherwise expressly provided herein, such failure shall continue for a period of 10 days after written notice thereof from Landlord to Tenant.

Any notice given under Section 20(h) hereof shall: (i) specify the alleged default, (ii) demand that Tenant cure such default, (iii) be in lieu of, and not in addition to, or shall be deemed to be, any notice required under any provision of applicable law, and (iv) not be deemed a forfeiture or a termination of this Lease unless Landlord elects otherwise in such notice; provided that if the nature of Tenant's default pursuant to Section 20(h) is such that it cannot be cured by the payment of money and reasonably requires more than 10 days to cure, then Tenant shall not be deemed to be in default if Tenant commences such cure within said 10 day period and thereafter diligently prosecutes the same to completion; provided, however that such cure shall be completed no later than 30 days from the date of Landlord's notice.

21. **Landlord's Remedies**.

(a) **Payment By Landlord; Interest**. Upon a Default by Tenant hereunder, Landlord may, without waiving or releasing any obligation of Tenant hereunder, make such payment or perform such act. All sums so paid or incurred by Landlord, together with interest thereon, from the date such sums were paid or incurred, at the annual rate equal to 12% per annum or the highest rate permitted by law (the "Default Rate"), whichever is less, shall be payable to Landlord on demand as Additional Rent. Nothing herein shall be construed to create or impose a duty on Landlord to mitigate any damages resulting from Tenant's Default hereunder.

(b) **Late Payment Rent**. Late payment by Tenant to Landlord of Rent and other sums due will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult and impracticable to ascertain. Such costs include, but are not limited to, processing and accounting charges and late charges which may be imposed on Landlord under any Mortgage covering the Premises. Therefore, if any installment of Rent due from Tenant is not received by Landlord within 5 days after the date such payment is due, Tenant shall pay to Landlord an additional sum equal to 6% of the overdue Rent as a late charge. The parties agree that this late charge represents a fair and reasonable estimate of the costs Landlord will incur by reason of late payment by Tenant. In addition to the late charge, Rent not paid when due shall bear interest at the Default Rate from the 5th day after the date due until paid.

(c) **Remedies**. Upon the occurrence of a Default, Landlord, at its option, without further notice or demand to Tenant, shall have in addition to all other rights and remedies provided in this Lease, at law or in equity, the option to pursue any one or more of the following remedies, each and all of which shall be cumulative and nonexclusive, without any notice or demand whatsoever.

(i) Terminate this Lease, or at Landlord's option, Tenant's right to possession only, in which event Tenant shall immediately surrender the Premises to Landlord, and if Tenant fails to do so, Landlord may, without prejudice to any other remedy which it may have for possession or arrearages in rent, enter upon and take possession of the Premises and expel or remove Tenant and any other person who may be occupying the Premises or any part thereof, without being liable for prosecution or any claim or damages therefor;

(ii) Upon any termination of this Lease, whether pursuant to the foregoing Section 21(c)(i) or otherwise, Landlord may recover from Tenant the following:

(A) The worth at the time of award of any unpaid rent which has been earned at the time of such termination; plus

(B) The worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; plus

(C) The worth at the time of award of the amount by which the unpaid rent for the balance of the Term after the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; plus

(D) Any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, specifically including, but not limited to, brokerage commissions and advertising expenses incurred, expenses of remodeling the Premises or any portion thereof for a new tenant, whether for the same or a different use, and any special concessions made to obtain a new tenant; and

(E) At Landlord's election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable law.

The term "**rent**" as used in this Section 21 shall be deemed to be and to mean all sums of every nature required to be paid by Tenant pursuant to the terms of this Lease, whether to Landlord or to others. As used in Sections 21(c)(ii) (A) and (B) above, the "worth at the time of award" shall be computed by allowing interest at the Default Rate. As used in Section 21(c)(ii)(C) above, the "worth at the time of award" shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus 1%.

(iii) Landlord may continue this Lease in effect after Tenant's Default and recover rent as it becomes due (Landlord and Tenant hereby agreeing that Tenant has the right to sublet or assign hereunder, subject only to reasonable limitations). Accordingly, if Landlord does not elect to terminate this Lease following a Default by Tenant, Landlord may, from time to time, without terminating this Lease, enforce all of its rights and remedies hereunder, including the right to recover all Rent as it becomes due.

(iv) Whether or not Landlord elects to terminate this Lease following a Default by Tenant, Landlord shall have the right to terminate any and all subleases, licenses, concessions or other consensual arrangements for possession entered into by Tenant and affecting the Premises or may, in Landlord's sole discretion, succeed to Tenant's interest in such subleases, licenses, concessions or arrangements. Upon Landlord's election to succeed to Tenant's interest in any such subleases, licenses, concessions or arrangements, Tenant shall, as of the date of notice by Landlord of such election, have no further right to or interest in the rent or other consideration receivable thereunder.

(v) Independent of the exercise of any other remedy of Landlord hereunder or under applicable law, Landlord may conduct an environmental test of the Premises as generally described in Section 30(d) hereof, at Tenant's expense.

(vi) Landlord shall have a lien for rent upon the Property of the Tenant in accordance with Chapter 83, Florida Statutes, 2006, et. seq.

(vii) Landlord may remove Tenant from the Premises in the manner provided in Chapter 83, Florida Statutes, 2006, et. seq., regardless of whether Landlord elects to terminate the Lease.

(viii) Landlord may pursue such other remedies as may be available at law and/or in equity.

(d) **Effect of Exercise**. Exercise by Landlord of any remedies hereunder or otherwise available shall not be deemed to be an acceptance of surrender of the Premises and/or a termination of this Lease by Landlord, it being understood that such surrender and/or termination can be effected only by the express written agreement of Landlord and Tenant. Any law, usage, or custom to the contrary notwithstanding, Landlord shall have the right at all times to enforce the provisions of this Lease in strict accordance with the terms hereof; and the failure of Landlord at any time to enforce its rights under this Lease strictly in accordance with same shall not be construed as having created a custom in any way or manner contrary to the specific terms, provisions, and covenants of this Lease or as having modified the same and shall not be deemed a waiver of Landlord's right to enforce one or more of its rights in connection with any subsequent default. A receipt by Landlord of Rent or other payment with knowledge of the breach of any covenant hereof shall not be deemed a waiver of such breach, and no waiver by Landlord of any provision of this Lease shall be deemed to have been made unless expressed in writing and signed by Landlord. To the greatest extent permitted by law, Tenant waives the service of notice of Landlord's intention to re-enter, re-take or otherwise obtain possession of the Premises as provided in any statute, or to institute legal proceedings to that end, and also waives all right of redemption in case Tenant shall be dispossessed by a judgment or by warrant of any court or judge. Any reletting of the Premises or any portion thereof shall be on such terms and conditions as Landlord in its sole discretion may determine. Landlord shall not be liable for, nor shall Tenant's obligations hereunder be diminished because of, Landlord's failure to relet the Premises or collect rent due in respect of such reletting or otherwise to mitigate any damages arising by reason of Tenant's Default.

22. **Assignment and Subletting**.

(a) **General Prohibition**. Without Landlord's prior written consent subject to and on the conditions described in thisSection 22 Tenant shall not, directly or indirectly, voluntarily or by operation of law, assign this Lease or sublease the Premises or any part thereof or mortgage, pledge, or hypothecate its leasehold interest or grant any concession or license within the Premises, and any attempt to do any of the foregoing shall be void and of no effect. If Tenant is a corporation, partnership or limited liability company, the shares or other ownership interests thereof which are not actively traded upon a stock exchange or in the over-the-counter market, a transfer or series of transfers whereby 25% or more of the issued and outstanding shares or other ownership interests of such corporation are, or voting control is, transferred (but excepting transfers upon deaths of individual owners) from a person or persons or entity or entities which were owners thereof at time of execution of this Lease to persons or entities who were not owners of shares or other ownership interests of the corporation, partnership or limited liability company at time of execution of this Lease, shall be deemed an assignment of this Lease requiring the consent of Landlord as provided in this Section 22.

(b) **Permitted Transfers**. If Tenant desires to assign, sublease, hypothecate or otherwise transfer this Lease or sublet the Premises, then at least 15 business days, but not more than 45 business days, before the date Tenant desires the assignment or sublease to be effective (the "Assignment Date"), Tenant shall give Landlord a notice (the "Assignment Notice") containing such information about the proposed assignee or sublessee, including the proposed use of the Premises and any Hazardous Materials proposed to be used, stored handled, treated, generated in or released or disposed of from the Premises, the Assignment Date, any relationship between Tenant and the proposed assignee or sublessee, and all material terms and conditions of the proposed assignment or sublease, including a copy of any proposed assignment or sublease in its final form, and such other information as Landlord may deem reasonably necessary or appropriate to its consideration whether to grant its consent. Landlord may, by giving written notice to Tenant within 15 business days after receipt of the Assignment Notice: (i) grant such consent, (ii) refuse such consent, in its sole and absolute discretion, if the proposed assignment, hypothecation or other transfer or subletting concerns more than (together with all other then effective subleases) 50% of the Premises, (iii) refuse such consent, in its reasonable discretion, if the proposed subletting concerns (together with all other then effective subleases) 50% or less of the Premises (provided that Landlord shall further have the right to review and approve or disapprove the proposed form of sublease prior to the effective date of any such subletting), or (iv) terminate this Lease with respect to the space described in the Assignment Notice as of the Assignment Date (an "**Assignment Termination**"). If Landlord delivers notice of its election to exercise an Assignment Termination, Tenant shall have the right to withdraw such Assignment Notice by written notice to Landlord of such election within 5 business days after Landlord's notice electing to exercise the Assignment Termination. If Tenant withdraws such Assignment Notice, this Lease shall continue in full force and effect. If Tenant does not withdraw such Assignment Notice, this Lease, and the term and estate herein granted, shall terminate as of the Assignment Date with respect to the space described in such Assignment Notice. No failure of Landlord to exercise any such option to terminate this Lease, or to deliver a timely notice in response to the Assignment Notice, shall be deemed to be Landlord's consent to the proposed assignment, sublease or other transfer. Tenant shall pay to Landlord a fee equal to One Thousand Five Hundred Dollars ($1,500) in connection with its consideration of any Assignment Notice and/or its preparation or review of any consent documents.

(c) **Additional Conditions**. As a condition to any such assignment or subletting, whether or not Landlord's consent is required, Landlord may require:

(i) that any assignee or subtenant agree, in writing at the time of such assignment or subletting, that if Landlord gives such party notice that Tenant is in default under this Lease, such party shall thereafter make all payments otherwise due Tenant directly to Landlord, which payments will be received by Landlord without any liability except to credit such payment against those due under the Lease, and any such third party shall agree to attorn to Landlord or its successors and assigns should this Lease be terminated for any reason; provided, however in no event shall Landlord or its successors or assigns be obligated to accept such attornment; and

(ii) A list of Hazardous Materials, certified by the proposed assignee or sublessee to be true and correct, which the proposed assignee or sublessee intends to use, store, handle, treat, generate in or release or dispose of from the Premises, together with copies of all documents relating to such use, storage, handling, treatment, generation, release or disposal of Hazardous Materials by the proposed assignee or subtenant in the Premises or on the Project, prior to the proposed assignment or subletting, including, without limitation: permits; approvals; reports and correspondence; storage and management plans; plans relating to the installation of any storage tanks to be installed in or under the Project (provided, said installation of tanks shall only be permitted after Landlord has given its written consent to do so, which consent may be withheld in Landlord's sole and absolute discretion); and all closure plans or any other documents required by any and all federal, state and local Governmental Authorities for any storage tanks installed in, on or under the Project for the closure of any such tanks. Neither Tenant nor any such proposed assignee or subtenant is required, however, to provide Landlord with any portion(s) of the such documents containing information of a proprietary nature which, in and of themselves, do not contain a reference to any Hazardous Materials or hazardous activities.

(d) **No Release of Tenant, Sharing of Excess Rents**. Notwithstanding any assignment or subletting, Tenant and any guarantor or surety of Tenant's obligations under this Lease shall at all times remain fully and primarily responsible and liable for the payment of Rent and for compliance with all of Tenant's other obligations under this Lease. If the Rent due and payable by a sublessee or assignee (or a combination of the rental payable under such sublease or assignment plus any bonus or other consideration therefor or incident thereto in any form) exceeds the rental payable under this Lease, (excluding however, any Rent payable under this Section)("**Excess Rent**"), then Tenant shall be bound and obligated to pay Landlord as Additional Rent hereunder 50% of such Excess Rent within 10 days following receipt thereof by Tenant. If Tenant shall sublet the Premises or any part thereof, Tenant hereby immediately and irrevocably assigns to Landlord, as security for Tenant's obligations under this Lease, all rent from any such subletting, and Landlord as assignee and as attorney-in-fact for Tenant, or a receiver for Tenant appointed on Landlord's application, may collect such rent and apply it toward Tenant's obligations under this Lease; except that, until the occurrence of a Default, Tenant shall have the right to collect such rent.

(e) **No Waiver**. The consent by Landlord to an assignment or subletting shall not relieve Tenant or any assignees of this Lease or any sublessees of the Premises from obtaining the consent of Landlord to any further assignment or subletting nor shall it release Tenant or any assignee or sublessee of Tenant from full and primary liability under the Lease. The acceptance of Rent hereunder, or the acceptance of performance of any other term, covenant, or condition thereof, from any other person or entity shall not be deemed to be a waiver of any of the provisions of this Lease or a consent to any subletting, assignment or other transfer of the Premises.

(f) **Prior Conduct of Proposed Transferee**. Notwithstanding any other provision of this Section 22, if (i) the proposed assignee or sublessee of Tenant has been required by any prior landlord, lender or Governmental Authority to take remedial action in connection with Hazardous Materials contaminating a property, where the contamination resulted from such party's action or use of the property in question, (ii) the proposed assignee or sublessee is subject to an enforcement order issued by any Governmental Authority in connection with the use, storage, handling, treatment, generation, release or disposal of Hazardous Materials (including, without limitation, any order related to the failure to make a required reporting to any Governmental Authority), or (iii) because of the existence of a pre-existing environmental condition in the vicinity of or underlying the Project, the risk that Landlord would be targeted as a responsible party in connection with the remediation of such pre-existing environmental condition would be materially increased or exacerbated by the proposed use of Hazardous Materials by such proposed assignee or sublessee, Landlord shall have the absolute right to refuse to consent to any assignment or subletting to any such party.

23. **Estoppel Certificate**. Tenant shall, within 10 business days of written notice from Landlord, execute, acknowledge and deliver a statement in writing in any form reasonably requested by a proposed lender or purchaser, (i) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease as so modified is in full force and effect) and the dates to which the rental and other charges are paid in advance, if any, (ii) acknowledging that there are not any uncured defaults on the part of Landlord hereunder, or specifying such defaults if any are claimed, and (iii) setting forth such further information with respect to the status of this Lease or the Premises as may be requested thereon. Any such statement may be relied upon by any prospective purchaser or encumbrancer of all or any portion of the real property of which the Premises are a part. Tenant's failure to deliver such statement within such time shall, at the option of Landlord, constitute a Default under this Lease, and, in any event, shall be conclusive upon Tenant that the Lease is in full force and effect and without modification except as may be represented by Landlord in any certificate prepared by Landlord and delivered to Tenant for execution.

24. **Quiet Enjoyment**. So long as Tenant is not in Default under this Lease, Tenant shall, subject to the terms of this Lease, at all times during the Term, have peaceful and quiet enjoyment of the Premises against any person claiming by, through or under Landlord.

25. **Prorations**. All prorations required or permitted to be made hereunder shall be made on the basis of a 360 day year and 30 day months.

26. **Rules and Regulations**. Tenant shall, at all times during the Term and any extension thereof, comply with all reasonable rules and regulations at any time or from time to time established by Landlord covering use of the Premises and the Project. The current rules and regulations are attached hereto as Exhibit E. If there is any conflict between said rules and regulations and other provisions of this Lease, the terms and provisions of this Lease shall control. Landlord shall not have any liability or obligation for the breach of any rules or regulations by other tenants in the Project and shall not enforce such rules and regulations in a discriminatory manner.

27. **Subordination**. This Lease and Tenant's interest and rights hereunder are hereby made and shall be subject and subordinate at all times to the lien of any Mortgage now existing or hereafter created on or against the Project or the Premises, and all amendments, restatements, renewals, modifications, consolidations, refinancing, assignments and extensions thereof, without the necessity of any further instrument or act on the part of Tenant; provided, however that so long as there is no Default hereunder, Tenant's right to possession of the Premises shall not be disturbed by the Holder of any such Mortgage. Tenant agrees, at the election of the Holder of any such Mortgage, to attorn to any such Holder. Tenant agrees upon demand to execute, acknowledge and deliver such instruments, confirming such subordination, and such instruments of attornment as shall be requested by any such Holder, provided any such instruments contain appropriate non-disturbance provisions assuring Tenant's quiet enjoyment of the Premises as set forth in Section 24 hereof. Tenant hereby appoints Landlord attorney-in-fact for Tenant irrevocably (such power of attorney being coupled with an interest) to execute, acknowledge and deliver any such instrument and instruments for and in the name of Tenant and to cause any such instrument to be recorded. Notwithstanding the foregoing, any such Holder may at any time subordinate its Mortgage to this Lease, without Tenant's consent, by notice in writing to Tenant, and thereupon this Lease shall be deemed prior to such Mortgage without regard to their respective dates of execution, delivery or recording and in that event such Holder shall have the same rights with respect to this Lease as though this Lease had been executed prior to the execution, delivery and recording of such Mortgage and had been assigned to such Holder. The term "**Mortgage**" whenever used in this Lease shall be deemed to include deeds of trust, security assignments and any other encumbrances, and any reference to the "Holder" of a Mortgage shall be deemed to include the beneficiary under a deed of trust.

28. **Surrender**. Upon the expiration of the Term or earlier termination of Tenant's right of possession, Tenant shall surrender the Premises to Landlord in the same condition as received, subject to any Alterations or Installations permitted by Landlord to remain in the Premises, free of Hazardous Materials brought upon, kept, used, stored, handled, treated, generated in, or released or disposed of from, the Premises by any person other than a Landlord Party (collectively, "**Tenant HazMat Operations**") and released of all Hazardous Materials Clearances, broom clean, ordinary wear and tear and casualty loss and condemnation covered by Sections 18 and 19 excepted. At least 3 months prior to the surrender of the Premises, Tenant shall deliver to Landlord a narrative description of the actions proposed (or required by any Governmental Authority) to be taken by Tenant in order to surrender the Premises (including any Installations permitted by Landlord to remain in the Premises) at the expiration or earlier termination of the Term, free from any residual impact from the Tenant HazMat Operations and otherwise released for unrestricted use and occupancy (the "**Surrender Plan**"). Such Surrender Plan shall be accompanied by a current listing of (i) all Hazardous Materials licenses and permits held by or on behalf of any Tenant Party with respect to the Premises, and (ii) all Hazardous Materials used, stored, handled, treated, generated, released or disposed of from the Premises, and shall be subject to the review and approval of Landlord's environmental consultant. In connection with the review and approval of the Surrender Plan, upon the request of Landlord, Tenant shall deliver to Landlord or its consultant such additional non-proprietary information concerning Tenant HazMat Operations as Landlord shall request. On or before such surrender, Tenant shall deliver to Landlord evidence that the approved Surrender Plan shall have been satisfactorily completed and Landlord shall have the right, subject to reimbursement at Tenant's expense as set forth below, to cause Landlord's environmental consultant to inspect the Premises and perform such additional procedures as may be deemed reasonably necessary to confirm that the Premises are, as of the effective date of such surrender or early termination of the Lease, free from any residual impact from Tenant HazMat Operations. Tenant shall reimburse Landlord, as Additional Rent, for the actual out-of pocket expense incurred by Landlord for Landlord's environmental consultant to review and approve the Surrender Plan and to visit the Premises and verify satisfactory completion of the same, which cost shall not exceed $5,000. Landlord shall have the unrestricted right to deliver such Surrender Plan and any report by Landlord's environmental consultant with respect to the surrender of the Premises to third parties.

If Tenant shall fail to prepare or submit a Surrender Plan approved by Landlord, or if Tenant shall fail to complete the approved Surrender Plan, or if such Surrender Plan, whether or not approved by Landlord, shall fail to adequately address any residual effect of Tenant HazMat Operations in, on or about the Premises, Landlord shall have the right to take such actions as Landlord may deem reasonable or appropriate to assure that the Premises and the Project are surrendered free from any residual impact from Tenant HazMat Operations, the cost of which actions shall be reimbursed by Tenant as Additional Rent, without regard to the limitation set forth in the first paragraph of this Section 28.

Tenant shall immediately return to Landlord all keys and/or access cards to parking, the Project, restrooms or all or any portion of the Premises furnished to or otherwise procured by Tenant. If any such access card or key is lost, Tenant shall pay to Landlord, at Landlord's election, either the cost of replacing such lost access card or key or the cost of reprogramming the access security system in which such access card was used or changing the lock or locks opened by such lost key. Any Tenant's Property, Alterations and property not so removed by Tenant as permitted or required herein shall be deemed abandoned and may be stored, removed, and disposed of by Landlord at Tenant's expense, and Tenant waives all claims against Landlord for any damages resulting from Landlord's retention and/or disposition of such property. All obligations of Tenant hereunder not fully performed as of the termination of the Term, including the obligations of Tenant under Section 30 hereof, shall survive the expiration or earlier termination of the Term, including, without limitation, indemnity obligations, payment obligations with respect to Rent and obligations concerning the condition and repair of the Premises.

29. **Waiver of Jury Trial**. TO THE EXTENT PERMITTED BY LAW, TENANT AND LANDLORD WAIVE ANY RIGHT TO TRIAL BY JURY OR TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, BETWEEN LANDLORD AND TENANT ARISING OUT OF THIS LEASE OR ANY OTHER INSTRUMENT, DOCUMENT, OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH OR THE TRANSACTIONS RELATED HERETO.

30. **Environmental Requirements**.

(a) Prohibition/Compliance/Indemnity. Tenant shall not cause or permit any Hazardous Materials (as hereinafter defined) to be brought upon, kept, used, stored, handled, treated, generated in or about, or released or disposed of from, the Premises or the Project in violation of applicable Environmental Requirements (as hereinafter defined) by Tenant or any Tenant Party. If Tenant breaches the obligation stated in the preceding sentence, or if the presence of Hazardous Materials in the Premises during the Term or any holding over results in contamination of the Premises, the Project or any adjacent property or if contamination of the Premises, the Project or any adjacent property by Hazardous Materials brought into, kept, used, stored, handled, treated, generated in or about, or released or disposed of from, the Premises by anyone other than Landlord and Landlord's employees, agents and contractors otherwise occurs during the Term or any holding over, Tenant hereby indemnifies and shall defend and hold Landlord, its officers, directors, employees, agents and contractors harmless from any and all actions (including, without limitation, remedial or enforcement actions of any kind, administrative or judicial proceedings, and orders or judgments arising out of or resulting therefrom), costs, claims, damages (including, without limitation, punitive damages and damages based upon diminution in value of the Premises or the Project, or the loss of, or restriction on, use of the Premises or any portion of the Project), expenses (including, without limitation, attorneys', consultants' and experts' fees, court costs and amounts paid in settlement of any claims or actions), fines, forfeitures or other civil, administrative or criminal penalties, injunctive or other relief (whether or not based upon personal injury, property damage, or contamination of, or adverse effects upon, the environment, water tables or natural resources), liabilities or losses (collectively, "**Environmental Claims**") which arise during or after the Term as a result of such contamination. This indemnification of Landlord by Tenant includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, treatment, remedial, removal, or restoration work required by any federal, state or local Governmental Authority because of Hazardous Materials present in the air, soil or ground water above, on, or under the Premises. Without limiting the foregoing, if the presence of any Hazardous Materials on the Premises, the Project or any adjacent property caused or permitted by Tenant or any Tenant Party results in any contamination of the Premises, the Project or any adjacent property, Tenant shall promptly take all actions at its sole expense and in accordance with applicable Environmental Requirements as are necessary to return the Premises, the Project or any adjacent property to the condition existing prior to the time of such contamination, provided that Landlord's approval of such action shall first be obtained, which approval shall not unreasonably be withheld so long as such actions would not potentially have any material adverse longterm or short-term effect on the Premises or the Project.

(b) **Business**. Landlord acknowledges that it is not the intent of this Section 30 to prohibit Tenant from using the Premises for the Permitted Use. Tenant may operate its business according to prudent industry practices so long as the use or presence of Hazardous Materials is strictly and properly monitored according to all then applicable Environmental Requirements. As a material inducement to Landlord to allow Tenant to use Hazardous Materials in connection with its business, Tenant agrees to deliver to Landlord prior to the Commencement Date a list identifying each type of Hazardous Materials to be brought upon, kept, used, stored, handled, treated, generated on, or released or disposed of from, the Premises and setting forth any and all governmental approvals or permits required in connection with the presence, use, storage, handling, treatment, generation, release or disposal of such Hazardous Materials on or from the Premises ("**Hazardous Materials List**"). Tenant shall deliver to Landlord an updated Hazardous Materials List at least once a year and shall also deliver an updated list before any new Hazardous Material is brought onto, kept, used, stored, handled, treated, generated on, or released or disposed of from, the Premises. Tenant shall deliver to Landlord true and correct copies of the following documents (the "**Haz Mat Documents**") relating to the use, storage, handling, treatment, generation, release or disposal of Hazardous Materials prior to the Commencement Date, or if unavailable at that time, concurrent with the receipt from or submission to a Governmental Authority: permits; approvals; reports and correspondence; storage and management plans, notice of violations of any Legal Requirements; plans relating to the installation of any storage tanks to be installed in or under the Project (provided, said installation of tanks shall only be permitted after Landlord has given Tenant its written consent to do so, which consent may be withheld in Landlord's sole and absolute discretion); all closure plans or any other documents required by any and all federal, state and local Governmental Authorities for any storage tanks installed in, on or under the Project for the closure of any such tanks; and a Surrender Plan (to the extent surrender in accordance with Section 28 cannot be accomplished in 3 months). Tenant is not required, however, to provide Landlord with any portion(s) of the Haz Mat Documents containing information of a proprietary nature which, in and of themselves, do not contain a reference to any Hazardous Materials or hazardous activities. It is not the intent of this Section to provide Landlord with information which could be detrimental to Tenant's business should such information become possessed by Tenant's competitors.

(c) **Tenant Representation and Warranty**. Tenant hereby represents and warrants to Landlord that (i) neither Tenant nor any of its legal predecessors has been required by any prior landlord, lender or Governmental Authority at any time to take remedial action in connection with Hazardous Materials contaminating a property which contamination was permitted by Tenant of such predecessor or resulted from Tenant's or such predecessor's action or use of the property in question, and (ii) Tenant is not subject to any enforcement order issued by any Governmental Authority in connection with the use, storage, handling, treatment, generation, release or disposal of Hazardous Materials (including, without limitation, any order related to the failure to make a required reporting to any Governmental Authority). If Landlord determines that this representation and warranty was not true as of the date of this lease, Landlord shall have the right to terminate this Lease in Landlord's sole and absolute discretion.

(d) Testing. Landlord shall have the right to conduct annual tests of the Premises to determine whether any contamination of the Premises or the Project has occurred as a result of Tenant's use. Tenant shall be required to pay the cost of such annual test of the Premises; provided, however, that if Tenant conducts its own tests of the Premises using third party contractors and test procedures acceptable to Landlord which tests are certified to Landlord, Landlord shall accept such tests in lieu of the annual tests to be paid for by Tenant. In addition, at any time, and from time to time, prior to the expiration or earlier termination of the Term, Landlord shall have the right to conduct appropriate tests of the Premises and the Project to determine if contamination has occurred as a result of Tenant's use of the Premises. In connection with such testing, upon the request of Landlord, Tenant shall deliver to Landlord or its consultant such non-proprietary information concerning the use of Hazardous Materials in or about the Premises by Tenant or any Tenant Party. If contamination has occurred for which Tenant is liable under this Section 30, Tenant shall pay all costs to conduct such tests. If no such contamination is found, Landlord shall pay the costs of such tests (which shall not constitute an Operating Expense). Landlord shall provide Tenant with a copy of all third party, non-confidential reports and tests of the Premises made by or on behalf of Landlord during the Term without representation or warranty and subject to a confidentiality agreement. Tenant shall, at its sole cost and expense, promptly and satisfactorily remediate any environmental conditions identified by such testing in accordance with all Environmental Requirements. Landlord's receipt of or satisfaction with any environmental assessment in no way waives any rights which Landlord may have against Tenant.

(e) **Control Areas**. Tenant shall be allowed to utilize up to its pro rata share of the Hazardous Materials inventory within any control area or zone (located within the Premises), as designated by the applicable building code, for chemical use or storage. As used in the preceding sentence, Tenant's pro rata share of any control areas or zones located within the Premises shall be determined based on the rentable square footage that Tenant leases within the applicable control area or zone. For purposes of example only, if a control area or zone contains 10,000 rentable square feet and 2,000 rentable square feet of a tenant's premises are located within such control area or zone (while such premises as a whole contains 5,000 rentable square feet), the applicable tenant's pro rata share of such control area would be 20%.

(f) **Underground Tanks**. If underground or other storage tanks storing Hazardous Materials located on the Premises or the Project are used by Tenant or are hereafter placed on the Premises or the Project by Tenant, Tenant shall install, use, monitor, operate, maintain, upgrade and manage such storage tanks, maintain appropriate records, obtain and maintain appropriate insurance, implement reporting procedures, properly close any underground storage tanks, and take or cause to be taken all other actions necessary or required under applicable state and federal Legal Requirements, as such now exists or may hereafter be adopted or amended in connection with the installation, use, maintenance, management, operation, upgrading and closure of such storage tanks.

(g) **Tenant's Obligations**. Tenant's obligations under this Section 30 shall survive the expiration or earlier termination of the Lease. During any period of time after the expiration or earlier termination of this Lease required by Tenant or Landlord to complete the removal from the Premises of any Hazardous Materials (including, without limitation, the release and termination of any licenses or permits restricting the use of the Premises and the completion of the approved Surrender Plan), Tenant shall continue to pay the full Rent in accordance with this Lease for any portion of the Premises not relet by Landlord in Landlord's sole discretion, which Rent shall be prorated daily.

(h) **Definitions**. As used herein, the term "**Environmental Requirements**" means all applicable present and future statutes, regulations, ordinances, rules, codes, judgments, orders or other similar enactments of any Governmental Authority regulating or relating to health, safety, or environmental conditions on, under, or about the Premises or the Project, or the environment, including without limitation, the following: the Comprehensive Environmental Response, Compensation and Liability Act; the Resource Conservation and Recovery Act; and all state and local counterparts thereto, and any regulations or policies promulgated or issued thereunder. As used herein, the term "**Hazardous Materials**" means and includes any substance, material, waste, pollutant, or contaminant listed or defined as hazardous or toxic, or regulated by reason of its impact or potential impact on humans, animals and/or the environment under any Environmental Requirements, asbestos and petroleum, including crude oil or any fraction thereof, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas). As defined in Environmental Requirements, Tenant is and shall be deemed to be the "operator" of Tenant's "facility" and the "owner" of all Hazardous Materials brought on the Premises by Tenant or any Tenant Party, and the wastes, by-products, or residues generated, resulting, or produced therefrom.

31. **Tenant's Remedies/Limitation of Liability**. Landlord shall not be in default hereunder unless Landlord fails to perform any of its obligations hereunder within 30 days after written notice from Tenant specifying such failure (unless such performance will, due to the nature of the obligation, require a period of time in excess of 30 days, then after such period of time as is reasonably necessary). Upon any default by Landlord, Tenant shall give notice by registered or certified mail to any Holder of a Mortgage covering the Premises and to any landlord of any lease of property in or on which the Premises are located and Tenant shall offer such Holder and/or landlord a reasonable opportunity to cure the default, including time to obtain possession of the Project by power of sale or a judicial action if such should prove necessary to effect a cure; provided Landlord shall have furnished to Tenant in writing the names and addresses of all such persons who are to receive such notices. All obligations of Landlord hereunder shall be construed as covenants, not conditions; and, except as may be otherwise expressly provided in this Lease, Tenant may not terminate this Lease for breach of Landlord's obligations hereunder.

All obligations of Landlord under this Lease will be binding upon Landlord only during the period of its ownership of the Premises and not thereafter. The term "**Landlord**" in this Lease shall mean only the owner for the time being of the Premises. Upon the transfer by such owner of its interest in the Premises, such owner shall thereupon be released and discharged from all obligations of Landlord thereafter accruing, but such obligations shall be binding during the Term upon each new owner for the duration of such owner's ownership.

32. **Inspection and Access**. Landlord and its agents, representatives, and contractors may enter the Premises at any reasonable time to inspect the Premises and to make such repairs as may be required or permitted pursuant to this Lease and for any other business purpose. Landlord and Landlord's representatives may enter the Premises during business hours on not less than 48 hours advance written notice (except in the case of emergencies in which case no such notice shall be required and such entry may be at any time) for the purpose of effecting any such repairs, inspecting the Premises, showing the Premises to prospective purchasers and, during the last year of the Term, to prospective tenants or for any other business purpose. Landlord may erect a suitable sign on the Premises stating the Premises are available to let or that the Project is available for sale. Landlord may grant easements, make public dedications, designate Common Areas and create restrictions on or about the Premises, provided that no such easement, dedication, designation or restriction materially, adversely affects Tenant's use or occupancy of the Premises for the Permitted Use. At Landlord's request, Tenant shall execute such instruments as may be necessary for such easements, dedications or restrictions. Tenant shall at all times, except in the case of emergencies, have the right to escort Landlord or its agents, representatives, contractors or guests while the same are in the Premises, provided such escort does not materially and adversely affect Landlord's access rights hereunder.

33. **Security**. Tenant acknowledges and agrees that security devices and services, if any, while intended to deter crime may not in given instances prevent theft or other criminal acts and that Landlord is not providing any security services with respect to the Premises. Tenant agrees that Landlord shall not be liable to Tenant for, and Tenant waives any claim against Landlord with respect to, any loss by theft or any other damage suffered or incurred by Tenant in connection with any unauthorized entry into the Premises or any other breach of security with respect to the Premises. Tenant shall be solely responsible for the personal safety of Tenant's officers, employees, agents, contractors, guests and invitees while any such person is in, on or about the Premises and/or the Project. Tenant shall at Tenant's cost obtain insurance coverage to the extent Tenant desires protection against such criminal acts.

34. **Force Majeure**. Landlord shall not be responsible or liable for delays in the performance of its obligations hereunder when caused by, related to, or arising out of acts of God, sinkholes or subsidence, strikes, lockouts, or other labor disputes, embargoes, quarantines, weather, national, regional, or local disasters, calamities, or catastrophes, inability to obtain labor or materials (or reasonable substitutes therefor) at reasonable costs or failure of, or inability to obtain, utilities necessary for performance, governmental restrictions, orders, limitations, regulations, or controls, national emergencies, delay in issuance or revocation of permits, enemy or hostile governmental action, terrorism, insurrection, riots, civil disturbance or commotion, fire or other casualty, and other causes or events beyond the reasonable control of Landlord ("**Force Majeure**").

35. **Brokers**. Landlord and Tenant each represents and warrants that it has not dealt with any broker, agent or other person (collectively, "Broker") in connection with this transaction and that no Broker brought about this transaction, other than Applefield Waxman. Landlord and Tenant each hereby agree to indemnify and hold the other harmless from and against any claims by any Broker, other than the broker, if any named in this Section 35 claiming a commission or other form of compensation by virtue of having dealt with Tenant or Landlord, as applicable, with regard to this leasing transaction.

36. **Limitation on Landlord's Liability**. NOTWITHSTANDING ANYTHING SET FORTH HEREIN OR IN ANY OTHER AGREEMENT BETWEEN LANDLORD AND TENANT TO THE CONTRARY: (A) LANDLORD SHALL NOT BE LIABLE TO TENANT OR ANY OTHER PERSON FOR (AND TENANT AND EACH SUCH OTHER PERSON ASSUME ALL RISK OF) LOSS, DAMAGE OR INJURY, WHETHER ACTUAL OR CONSEQUENTIAL TO: TENANT'S PERSONAL PROPERTY OF EVERY KIND AND DESCRIPTION, INCLUDING, WITHOUT LIMITATION TRADE FIXTURES, EQUIPMENT, INVENTORY, SCIENTIFIC RESEARCH, SCIENTIFIC EXPERIMENTS, LABORATORY ANIMALS, PRODUCT, SPECIMENS, SAMPLES, AND/OR SCIENTIFIC, BUSINESS, ACCOUNTING AND OTHER RECORDS OF EVERY KIND AND DESCRIPTION KEPT AT THE PREMISES AND ANY AND ALL INCOME DERIVED OR DERIVABLE THEREFROM; (B) THERE SHALL BE NO PERSONAL RECOURSE TO LANDLORD FOR ANY ACT OR OCCURRENCE IN, ON OR ABOUT THE PREMISES OR ARISING IN ANY WAY UNDER THIS LEASE OR ANY OTHER AGREEMENT BETWEEN LANDLORD AND TENANT WITH RESPECT TO THE SUBJECT MATTER HEREOF AND ANY LIABILITY OF LANDLORD HEREUNDER SHALL BE STRICTLY LIMITED SOLELY TO LANDLORD'S INTEREST IN THE PROJECT OR ANY PROCEEDS FROM SALE OR CONDEMNATION THEREOF AND ANY INSURANCE PROCEEDS PAYABLE IN RESPECT OF LANDLORD'S INTEREST IN THE PROJECT OR IN CONNECTION WITH ANY SUCH LOSS; AND (C) IN NO EVENT SHALL ANY PERSONAL LIABILITY BE ASSERTED AGAINST LANDLORD IN CONNECTION WITH THIS LEASE NOR SHALL ANY RECOURSE BE HAD TO ANY OTHER PROPERTY OR ASSETS OF LANDLORD OR ANY OF LANDLORD'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR CONTRACTORS. UNDER NO CIRCUMSTANCES SHALL LANDLORD OR ANY OF LANDLORD'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR CONTRACTORS BE LIABLE FOR INJURY TO TENANT'S BUSINESS OR FOR ANY LOSS OF INCOME OR PROFIT THEREFROM.

37. **Severability**. If any clause or provision of this Lease is illegal, invalid or unenforceable under present or future laws, then and in that event, it is the intention of the parties hereto that the remainder of this Lease shall not be affected thereby. It is also the intention of the parties to this Lease that in lieu of each clause or provision of this Lease that is illegal, invalid or unenforceable, there be added, as a part of this Lease, a clause or provision as similar in effect to such illegal, invalid or unenforceable clause or provision as shall be legal, valid and enforceable.

38. **Signs; Exterior Appearance**. Tenant shall not, without the prior written consent of Landlord, which may be granted or withheld in Landlord's sole discretion: (i) attach any awnings, exterior lights, decorations, balloons, flags, pennants, banners, painting or other projection to any outside wall of the Project, (ii) use any curtains, blinds, shades or screens other than Landlord's standard window coverings, (iii) coat or otherwise sunscreen the interior or exterior of any windows, (iv) place any bottles, parcels, or other articles on the window sills, (v) place any equipment, furniture or other items of personal property on any exterior balcony, or (vi) paint, affix or exhibit on any part of the Premises or the Project any signs, notices, window or door lettering, placards, decorations, or advertising media of any type which can be viewed from the exterior of the Premises. Interior signs on doors and the directory tablet shall be inscribed, painted or affixed for Tenant by Landlord at the sole cost and expense of Tenant, and shall be of a size, color and type acceptable to Landlord. Nothing may be placed on the exterior of corridor walls or corridor doors other than Landlord's standard lettering. The directory tablet shall be provided exclusively for the display of the name and location of tenants.

39**. Landlord's Right to Relocate Tenant**. Landlord shall have the right to relocate Tenant, upon 90 days' prior written notice, from all or part of the Premises to another area in the Project designated by Landlord (the "Relocation Premises"), provided that: (a) the size of the Relocation Premises is at least equal to the size of the Premises; and, (b) Landlord pays the reasonable costs of moving Tenant and improving the Relocation Premises to a substantially similar standard as that of the Premises, and reimburses Tenant for all reasonable costs directly incurred by Tenant as a result of relocation, including without limitation all costs incurred by Tenant replacing Tenant's letterhead, promotional materials, business cards and similar items. Tenant shall cooperate with Landlord in all reasonable ways to facilitate relocation.

40**. Right to Expand**.

(a) Right of First Offer. Tenant shall have the right, but not the obligation, to expand the Premises (the "Expansion Right") to include the Expansion Premises upon the terms and conditions in this Section. For purposes of this Section 40(a) "Expansion Premises" shall mean that certain space in the Project, commonly known as Rooms 134, 133 and 167, containing approximately 655 rentable square feet, as shown on Exhibit A, which is not occupied by a tenant or which is occupied by an existing tenant whose lease is expiring within 6 months or less and such tenant does not wish to renew (whether or not such tenant has a right to renew) its occupancy of such space. If the Expansion Premises shall become available, Landlord shall, at such time as Landlord shall elect so long as Tenant's rights hereunder are preserved, deliver to Tenant written notice (the "**Expansion Notice**") of the availability of such Expansion Premises, together with the terms and conditions on which Landlord is prepared to lease Tenant such Expansion Premises. Tenant shall be entitled to exercise its Expansion Right under the terms of this Section 40(a) only with respect to the entire Expansion Premises identified in the Expansion Notice. Tenant shall have 5 business days following delivery of the Expansion Notice to deliver to Landlord written notification of Tenant's exercise of the Expansion Right ("**Acceptance Notice**"). Provided that no right to expand is exercised by any tenant with superior rights, Tenant shall be entitled to lease such Expansion Premises upon the terms and conditions set forth in the Expansion Notice. Tenant's failure to deliver an Acceptance Notice to Landlord within the 5 business day period provided for above shall be deemed to be an election by Tenant not to exercise Tenant's Expansion Right with respect to the Expansion Space, in which case Tenant shall have no further rights under this Section 40(a), this Section 40(a) shall be null and void and of no further force or effect, and Landlord shall have the right to lease the Expansion Space to any third party on any terms and conditions acceptable to Landlord.

(b) Amended Lease. If: (i) Tenant fails to timely deliver notice accepting the terms of an Expansion Notice, or (ii) after the expiration of a period of 10 days after Tenant's delivery of an Acceptance Notice, no lease amendment or lease agreement for the Expansion Premises, acceptable to both parties each in their sole and absolute discretion, has been executed, Tenant shall be deemed to have waived its right to lease such Expansion Premises.

(c) **Exceptions**. Notwithstanding the above, the Expansion Right shall, at Landlord's option, not be in effect and may not be exercised by Tenant:

(i) during any period of time that Tenant is in Default under any provision of the Lease; or

(ii) if Tenant has been in Default under any provision of the Lease 3 or more times, whether or not the Defaults are cured, during the 12 month period prior to the date on which Tenant seeks to exercise the Expansion Right.

(d) **Termination**. The Expansion Right shall, at Landlord's option, terminate and be of no further force or effect even after Tenant's due and timely exercise of the Expansion Right, if, after such exercise, but prior to the commencement date of the lease of such Expansion Premises, (i) Tenant fails to timely cure any default by Tenant under the Lease; or (ii) Tenant has Defaulted 3 or more times during the period from the date of the exercise of the Expansion Right to the date of the commencement of the lease of the Expansion Premises, whether or not such Defaults are cured.

(e) **Rights Personal**. Expansion Rights are personal to Tenant and are not assignable without Landlord's consent, which may be granted or withheld in Landlord's sole discretion separate and apart from any consent by Landlord to an assignment of Tenant's interest in the Lease.

(f) **No Extensions**. The period of time within which any Expansion Rights may be exercised shall not be extended or enlarged by reason of Tenant's inability to exercise the Expansion Rights.

41. **Right to Extend Term**. Tenant shall have the right to extend the Term of the Lease upon the following terms and conditions:

(a) **Extension Right**. Tenant shall have 1 right (an "Extension Right") to extend the term of this Lease for 3 years (an "Extension Term") on the same terms and conditions as this Lease (other than with respect to Base Rent) by giving Landlord written notice of its election to exercise the Extension Right at least 9 months prior to the expiration of the Base Term of the Lease.

Upon the commencement of the Extension Term, Base Rent shall be payable at the Market Rate (as defined below). Base Rent shall thereafter be adjusted on each annual anniversary of the commencement of such Extension Term by a percentage as determined by Landlord and agreed to by Tenant at the time the Market Rate is determined. As used herein, "Market Rate" shall mean the then market rental rate as determined by Landlord and agreed to by Tenant, which shall in no event be less than the Base Rent payable as of the date immediately preceding the commencement of such Extension Term increased by 103% multiplied by such Base Rent.

If, on or before the date which is 120 days prior to the expiration of the Base Term of this Lease, Tenant has not agreed with Landlord's determination of the Market Rate and the rent escalations during the Extension Term after negotiating in good faith, Tenant shall be deemed to have elected arbitration as described in Section 41(b). Tenant acknowledges and agrees that, if Tenant has elected to exercise the Extension Right by delivering notice to Landlord as required in this Section 41(a), Tenant shall have no right thereafter to rescind or elect not to extend the term of the Lease for the Extension Term.

(b) **Arbitration**.

(i) Within 10 days of Tenant's notice to Landlord of its election (or deemed election) to arbitrate Market Rate and escalations, each party shall deliver to the other a proposal containing the Market Rate and escalations that the submitting party believes to be correct ("**Extension Proposal**"). If either party fails to timely submit an Extension Proposal, the other party's submitted proposal shall determine the Base Rent and escalations for the Extension Term. If both parties submit Extension Proposals, then Landlord and Tenant shall meet within 7 days after delivery of the last Extension Proposal and make a good faith attempt to mutually appoint a single Arbitrator (and defined below) to determine the Market Rate and escalations. If Landlord and Tenant are unable to agree upon a single Arbitrator, then each shall, by written notice delivered to the other within 10 days after the meeting, select an Arbitrator. If either party fails to timely give notice of its selection for an Arbitrator, the other party's submitted proposal shall determine the Base Rent for the Extension Term. The 2 Arbitrators so appointed shall, within 5 business days after their appointment, appoint a third Arbitrator. If the 2 Arbitrators so selected cannot agree on the selection of the third Arbitrator within the time above specified, then either party, on behalf of both parties, may request such appointment of such third Arbitrator by application to any state court of general jurisdiction in the jurisdiction in which the Premises are located, upon 10 days prior written notice to the other party of such intent.

(ii) The decision of the Arbitrator(s) shall be made within 30 days after the appointment of a single Arbitrator or the third Arbitrator, as applicable. The decision of the single Arbitrator shall be final and binding upon the parties. The average of the two closest Arbitrators in a three Arbitrator panel shall be final and binding upon the parties. Each party shall pay the fees and expenses of the Arbitrator appointed by or on behalf of such party and the fees and expenses of the third Arbitrator shall be borne equally by both parties. If the Market Rate and escalations are not determined by the first day of the Extension Term, then Tenant shall pay Landlord Base Rent in an amount equal to the Base Rent in effect immediately prior to the Extension Term and increased by the Rent Adjustment Percentage until such determination is made. After the determination of the Market Rate and escalations, the parties shall make any necessary adjustments to such payments made by Tenant. Landlord and Tenant shall then execute an amendment recognizing the Market Rate and escalations for the Extension Term.

(iii) An "**Arbitrator**" shall be any person appointed by or on behalf of either party or appointed pursuant to the provisions hereof and: (i) shall be (A) a member of the American Institute of Real Estate Appraisers with not less than 10 years of experience in the appraisal of improved office and high tech industrial real estate in the greater Jupiter metropolitan area, or (B) a licensed commercial real estate broker with not less than 15 years experience representing landlords and/or tenants in the leasing of high tech or life sciences space in the greater Jupiter metropolitan area, (ii) devoting substantially all of their time to professional appraisal or brokerage work, as applicable, at the time of appointment and (iii) be in all respects impartial and disinterested.

(c) **Rights Personal**. The Extension Right is personal to Tenant and is not assignable without Landlord's consent, which may be granted or withheld in Landlord's sole discretion separate and apart from any consent by Landlord to an assignment of Tenant's interest in the Lease.

(d) **Exceptions**. Notwithstanding anything set forth above to the contrary, the Extension Right shall not be in effect and Tenant may not exercise the Extension Right:

(i) during any period of time that Tenant is in Default under any provision of this Lease; or

(ii) if Tenant has been in Default under any provision of this Lease 3 or more times, whether or not the Defaults are cured, during the 12 month period immediately prior to the date that Tenant intends to exercise the Extension Right, whether or not the Defaults are cured.

(e) No Extensions. The period of time within which the Extension Right may be exercised shall not be extended or enlarged by reason of Tenant's inability to exercise the Extension Right.

(f) Termination. The Extension Right shall terminate and be of no further force or effect even after Tenant's due and timely exercise of the Extension Right, if, after such exercise, but prior to the commencement date of the Extension Term, (i) Tenant fails to timely cure any default by Tenant under this Lease; or (ii) Tenant has Defaulted 3 or more times during the period from the date of the exercise of the Extension Right to the date of the commencement of the Extension Term, whether or not such Defaults are cured.

42. **Shared Area**.

(a) License. During the Term, Landlord hereby grants to Tenant, and Tenant hereby accepts, a non-exclusive license (**License**") to use that certain area of the Project described as the "Shared Area" on Exhibit G attached hereto, subject to the terms and provisions of this Section 42.

(b) Use. Tenant shall exercise its rights under this Section 42 and use the Shared Area in a manner that complies with all applicable Legal Requirements and any and all rules and regulations which may be adopted by Landlord from time to time including, without limitation, any schedule(s) which may be implemented by Landlord for the use of the Shared Area by all parties entitled to use the same.

Tenant shall use the Shared Area in a manner that will not interfere with the rights of any other tenants, other licensees or Landlord's service providers. Landlord assumes no responsibility for enforcing Tenant's rights or for protecting the Shared Area from interference or use from any person including, without limitation, other tenants or licensees of the Project. Landlord may terminate the License granted to Tenant hereunder at any time during the Term for Tenant's failure to comply with the terms of this Section 42 or any rules and regulations adopted by Landlord with respect to the Shared Area.

(c) **Relocation and Modification of Shared Area**. Tenant acknowledges and agrees that Landlord shall have the right at any time and from time to time to reconfigure, relocate, modify or remove the Shared Area and/or to revise, expand or discontinue any of the services (if any) provided therein, and to add, change, reconfigure, remove or relocate any of the Equipment (as hereinafter defined) located therein. If Landlord ceases to maintain the existence of the Shared Area, the rights granted to Tenant pursuant to this Section 42 shall terminate.

(d) **Waiver**.

(i) Landlord's sole obligation for providing any equipment, systems, furnishings or personal property to the Shared Area whether or not affixed to the Building (collectively, "Equipment") shall be (i) to provide such Equipment as is determined by Landlord in its sole and absolute discretion, and (ii) to contract with a third party to maintain the Equipment that is deemed by Landlord (in its sole and absolute discretion) to need periodic maintenance per the manufacturer's standard maintenance guidelines. Landlord shall have no obligation to provide Tenant with operational Equipment, back-up Equipment or back-up utilities or to supervise, oversee or confirm that the third party maintaining the Equipment is maintaining the Equipment as per the manufacturer's standard guidelines or otherwise. During any period of replacement, repair or maintenance of the Equipment when such Equipment is not operational, including any delays thereto due to the inability to obtain parts or replacements, Landlord shall have no obligation to provide Tenant with alternative or back-up Equipment. Tenant expressly acknowledges and agrees that Landlord does not guaranty that the Equipment will be operational at all times, will function or perform adequately and Landlord shall not be liable for any damages resulting from the failure of such Equipment.

(ii) Tenant acknowledges and agrees that there are no warranties of any kind, whether express or implied, made by Landlord or otherwise with respect to the Shared Area or any Equipment or services (if any) provided therein, and Tenant disclaims any and all such warranties.

(e) Tenant acknowledges and agrees that Landlord is under no obligation to provide any type of instruction or implement any training programs relating to the use of the Shared Area for Tenant or any other parties entitled to use the Shared Area.

43. **Miscellaneous**.

(a) **Notices**. All notices or other communications between the parties shall be in writing and shall be deemed duly given upon delivery or refusal to accept delivery by the addressee thereof if delivered in person, or upon actual receipt if delivered by reputable overnight guaranty courier, addressed and sent to the parties at their addresses set forth above. Landlord and Tenant may from time to time by written notice to the other designate another address for receipt of future notices.

(b) **Joint and Several Liability**. If and when included within the term "Tenant," as used in this instrument, there is more than one person or entity, each shall be jointly and severally liable for the obligations of Tenant.

(c) **Financial Information**. Tenant shall furnish Landlord with true and complete copies of (i) Tenant's most recent audited annual financial statements within 90 days of the end of each of Tenant's fiscal years during the Term, (ii) Tenant's most recent unaudited quarterly financial statements within 45 days of the end of each of Tenant's first three fiscal quarters of each of Tenant's fiscal years during the Term, (iii) at Landlord's request from time to time, updated business plans, including cash flow projections and/or pro forma balance sheets and income statements, all of which shall be treated by Landlord as confidential information belonging to Tenant, (iv) corporate brochures and/or profiles prepared by Tenant for prospective investors, and (v) any other financial information or summaries that Tenant typically provides to its lenders or shareholders.

(d) **Recordation**. Neither this Lease nor a memorandum of lease shall be filed by or on behalf of Tenant in any public record. Landlord may prepare and file, and upon request by Landlord Tenant will execute, a memorandum of lease.

(e) **Interpretation**. The normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Lease or any exhibits or amendments hereto. Words of any gender used in this Lease shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The captions inserted in this Lease are for convenience only and in no way define, limit or otherwise describe the scope or intent of this Lease, or any provision hereof, or in any way affect the interpretation of this Lease.

(f) **Not Binding Until Executed**. The submission by Landlord to Tenant of this Lease shall have no binding force or effect, shall not constitute an option for the leasing of the Premises, nor confer any right or impose any obligations upon either party until execution of this Lease by both parties.

(g) **Limitations on Interest**. It is expressly the intent of Landlord and Tenant at all times to comply with applicable law governing the maximum rate or amount of any interest payable on or in connection with this Lease. If applicable law is ever judicially interpreted so as to render usurious any interest called for under this Lease, or contracted for, charged, taken, reserved, or received with respect to this Lease, then it is Landlord's and Tenant's express intent that all excess amounts theretofore collected by Landlord be credited on the applicable obligation (or, if the obligation has been or would thereby be paid in full, refunded to Tenant), and the provisions of this Lease immediately shall be deemed reformed and the amounts thereafter collectible hereunder reduced, without the necessity of the execution of any new document, so as to comply with the applicable law, but so as to permit the recovery of the fullest amount otherwise called for hereunder.

(h) **Choice of Law**. Construction and interpretation of this Lease shall be governed by the internal laws of the state in which the Premises are located, excluding any principles of conflicts of laws.

(i) **Time**. Time is of the essence as to the performance of Tenant's obligations under this Lease.

(j) **OFAC**. Tenant, and all beneficial owners of Tenant, are currently (a) in compliance with and shall at all times during the Term of this Lease remain in compliance with the regulations of the Office of Foreign Assets Control ("**OFAC**") of the U.S. Department of Treasury and any statute, executive order, or regulation relating thereto (collectively, the "OFAC Rules"), (b) not listed on, and shall not during the term of this Lease be listed on, the Specially Designated Nationals and Blocked Persons List maintained by OFAC and/or on any other similar list maintained by OFAC or other governmental authority pursuant to any authorizing statute, executive order, or regulation, and (c) not a person or entity with whom a U.S. person is prohibited from conducting business under the OFAC Rules.

(k) **Incorporation by Reference**. All exhibits and addenda attached hereto are hereby incorporated into this Lease and made a part hereof. If there is any conflict between such exhibits or addenda and the terms of this Lease, such exhibits or addenda shall control.

(l) **Entire Agreement**. This Lease, including the exhibits attached hereto, constitutes the entire agreement between Landlord and Tenant pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, letters of intent, negotiations and discussions, whether oral or written, of the parties, and there are no warranties, representations or other agreements, express or implied, made to either party by the other party in connection with the subject matter hereof except as specifically set forth herein.

(m) **No Accord and Satisfaction**. No payment by Tenant or receipt by Landlord of a lesser amount than the monthly installment of Base Rent or any Additional Rent will be other than on account of the earliest stipulated Base Rent and Additional Rent, nor will any endorsement or statement on any check or letter accompanying a check for payment of any Base Rent or Additional Rent be an accord and satisfaction. Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such Rent or to pursue any other remedy provided in this Lease.

(n) **Hazardous Activities**. Notwithstanding any other provision of this Lease, Landlord, for itself and its employees, agents and contractors, reserves the right to refuse to perform any repairs or services in any portion of the Premises which, pursuant to Tenant's routine safety guidelines, practices or custom or prudent industry practices, require any form of protective clothing or equipment other than safety glasses. In any such case, Tenant shall contract with parties who are acceptable to Landlord, in Landlord's reasonable discretion, for all such repairs and services, and Landlord shall, to the extent required, equitably adjust Tenant's Share of Operating Expenses in respect of such repairs or services to reflect that Landlord is not providing such repairs or services to Tenant.

(o) **Radon Disclosure**. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

[Signatures on next page]

IN WITNESS WHEREOF, the Landlord and Tenant have executed this Lease as of the day and year first above written.

TENANT:

Witnessed as to Tenant
in the presence of:

/s/ Mandy W. Clark
Name: Mandy Clark

-and-

/s/ Richard M. Proodian
Name: Richard M. Proodian

STEM CELL ASSURANCE, INC.,
a Nevada corporation

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

LANDLORD:

Witnessed as to Landlord
in the presence of:

/s/ Charles Murphy
Name: Charles Murphy

-and-

/s/ Nina Khiev
Name: Nina Khiev

ORANGE COAST, LLC
a Delaware limited liability company

By: */s/ Eric S. Johnson*
Its: Vice President Real Estate Legal Affairs

EXHIBIT B TO LEASE

DESCRIPTION OF PROJECT

Parcel WK3C of "ABACOA — REPLAT OF PARCELS WK3A, WK3B, WK3C", according to the Plat thereof, as recorded in Plat Book 92, Pages 197 and 198, inclusive, of the Public Records of Palm Beach County, Florida.

EXHIBIT C TO LEASE

INTENTIONALLY OMITTED

EXHIBIT D TO LEASE

ACKNOWLEDGMENT OF COMMENCEMENT DATE

This **ACKNOWLEDGMENT OF COMMENCEMENT DATE** is made this _____day of _____, 2009, between**ORANGE COAST, LLC**, a Delaware limited liability company ("**Landlord**"), **STEM CELL ASSURANCE, INC.**, a Nevada corporation ("**Tenant**"), and is attached to and made a part of the Lease dated January 17, 2011 (the "**Lease**"), by and between Landlord and Tenant. Any initially capitalized terms used but not defined herein shall have the meanings given them in the Lease.

Landlord and Tenant hereby acknowledge and agree, for all purposes of the Lease, that the Commencement Date of the Base Term of the Lease isFebruary 1, 2011, the Rent Commencement Date is March 1, 2012, and the termination date of the Base Term of the Lease shall be midnight onJanuary 31, 2014.

IN WITNESS WHEREOF, Landlord and Tenant have executed this ACKNOWLEDGMENT OF COMMENCEMENT DATE to be effective on the date first above written.

TENANT:

STEM CELL ASSURANCE, INC.,
a Nevada corporation

By: _____
Name: _____
Its: _____

LANDLORD:

ORANGE COAST, LLC,
a Delaware limited liability company

By: **ALEXANDRIA REAL ESTATE EQUITIES, L.P.,**
a Delaware limited liability partnership, managing member

By: **ARE-QRS CORP.,** a Maryland corporation
general partner

By: _____
Name: _____
Its: _____

EXHIBIT E TO LEASE

Rules and Regulations

1. The sidewalk, entries, and driveways of the Project shall not be obstructed by Tenant, or any Tenant Party, or used by them for any purpose other than ingress and egress to and from the Premises.

2. Tenant shall not place any objects, including antennas, outdoor furniture, etc., in the parking areas, landscaped areas or other areas outside of its Premises, or on the roof of the Project.

3. Except for animals assisting the disabled, no animals shall be allowed in the offices, halls, or corridors in the Project.

4. Tenant shall not disturb the occupants of the Project or adjoining buildings by the use of any radio or musical instrument or by the making of loud or improper noises.

5. If Tenant desires telegraphic, telephonic or other electric connections in the Premises, Landlord or its agent will direct the electrician as to where and how the wires may be introduced; and, without such direction, no boring or cutting of wires will be permitted. Any such installation or connection shall be made at Tenant's expense.

6. Tenant shall not install or operate any steam or gas engine or boiler, or other mechanical apparatus in the Premises, except as specifically approved in the Lease. The use of oil, gas or inflammable liquids for heating, lighting or any other purpose is expressly prohibited Explosives or other articles deemed extra hazardous shall not be brought into the Project.

7. Parking any type of recreational vehicles is specifically prohibited on or about the Project. Except for the overnight parking of operative vehicles, no vehicle of any type shall be stored in the parking areas at any time. In the event that a vehicle is disabled, it shall be removed within 48 hours. There shall be no “For Sale” or other advertising signs on or about any parked vehicle. All vehicles shall be parked in the designated parking areas in conformity with all signs and other markings. All parking will be open parking, and no reserved parking, numbering or lettering of individual spaces will be permitted except as specified by Landlord.

8. Tenant shall maintain the Premises free from rodents, insects and other pests.

9. Landlord reserves the right to exclude or expel from the Project any person who, in the judgment of Landlord, is intoxicated or under the influence of liquor or drugs or who shall in any manner do any act in violation of the Rules and Regulations of the Project.

10. Tenant shall not cause any unnecessary labor by reason of Tenant's carelessness or indifference in the preservation of good order and cleanliness. Landlord shall not be responsible to Tenant for any loss of property on the Premises, however occurring, or for any damage done to the effects of Tenant by the janitors or any other employee or person.

11. Tenant shall give Landlord prompt notice of any defects in the water, lawn sprinkler, sewage, gas pipes, electrical lights and fixtures, heating apparatus, or any other service equipment affecting the Premises.

12. Tenant shall not permit storage outside the Premises, including without limitation, outside storage of trucks and other vehicles, or dumping of waste or refuse or permit any harmful materials to be placed in any drainage system or sanitary system in or about the Premises.

13. All moveable trash receptacles provided by the trash disposal firm for the Premises must be kept in the trash enclosure areas, if any, provided for that purpose.

14. No auction, public or private, will be permitted on the Premises or the Project.

15. No awnings shall be placed over the windows in the Premises except with the prior written consent of Landlord.

16. The Premises shall not be used for lodging, sleeping or cooking or for any immoral or illegal purposes or for any purpose other than that specified in the Lease. No gaming devices shall be operated in the Premises.

17. Tenant shall ascertain from Landlord the maximum amount of electrical current which can safely be used in the Premises, taking into account the capacity of the electrical wiring in the Project and the Premises and the needs of other tenants, and shall not use more than such safe capacity. Landlord's consent to the installation of electric equipment shall not relieve Tenant from the obligation not to use more electricity than such safe capacity.

18. Tenant assumes full responsibility for protecting the Premises from theft, robbery and pilferage.

19. Tenant shall not install or operate on the Premises any machinery or mechanical devices of a nature not directly related to Tenant's ordinary use of the Premises and shall keep all such machinery free of vibration, noise and air waves which may be transmitted beyond the Premises.

EXHIBIT F TO LEASE

TENANT'S PERSONAL PROPERTY

None.

FIRST AMENDMENT TO LEASE

This First Amendment to Lease (this **"First Amendment")** is made as of March 11, 2011, by and between **ORANGE COAST, LLC,** a Delaware limited liability company **("Landlord"),** and **STEM CELL ASSURANCE, INC.,** a Nevada corporation **("Tenant").**

RECITALS

A. Landlord and Tenant have entered into that certain Lease Agreement dated as of January 20, 2010 **("Lease"),** wherein Landlord leased to Tenant certain premises containing approximately 1,766 rentable square feet (the **"Original Premises")** located at 555 Heritage Drive, Jupiter, Florida, as more particularly described therein. Capitalized terms used herein without definition shall have the meanings defined for such terms in the Lease.

B. Landlord and Tenant desire, subject to the terms and conditions set forth below, to increase the size of the Original Premises by an additional 655 rentable square feet as more particularly described on Exhibit A hereto (the **"Expansion Premises").**

AGREEMENT

NOW THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein by this reference, the mutual promises and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. **Expansion Premises.** Commencing on the Expansion Premises Commencement Date (defined below), Landlord leases to Tenant, and Tenant leases from Landlord, the Expansion Premises. The **"Expansion Premises Commencement Date"** shall mean the earlier of (i) the date that Landlord delivers the Expansion Premises to Tenant or (ii) the date Tenant conducts any business in the Expansion Premises or any part thereof. It is estimated that the Expansion Premises Commencement Date will occur on March 1, 2011 (the **"Estimated Expansion Premises Commencement Date").** If Landlord fails to timely deliver the Expansion Premises to Tenant on or before the Estimated Expansion Premises Commencement Date, Landlord shall not be liable to Tenant for any loss or damage resulting therefrom, and the Lease shall not be void or voidable. Upon the request of Landlord, Tenant shall execute and deliver a written acknowledgment of the Expansion Premises Commencement Date when such is established in the form of the "Acknowledgement of Expansion Premises Commencement Date" attached to this First Amendment as Exhibit B; provided, however, Tenant's failure to execute and deliver such acknowledgment shall not affect Landlord's rights hereunder.

2. **Definition of Premises and Rentable Area of Premises.**

(a) Commencing on the Expansion Premises Commencement Date, the defined term **"Premises"** on Page 1 of the Lease is deleted in its entirety and replaced with the following:

> **"Premises:** That portion of the Building containing approximately (i) 1,766 rentable square feet, as determined by Landlord, as shown on Exhibit A as the Lab Premises and the Office Premises (together, the **"Original Premises")** and (ii) 655 rentable square feet, as determined by Landlord, known as Suites 134, 133 and 167 as shown on Exhibit A as the Expansion Premises **("Expansion Premises")**."

(b) Commencing on the Expansion Premises Commencement Date, the defined term **"Rentable Area of Premises"** on Page 1 of the Lease is deleted in its entirety and replaced with the following:

"Rentable Area of Premises: 2,421 sq. ft."

3. Base Rent and Operating Expenses.

(a) With respect to the Expansion Premises, Tenant shall continue to pay Base Rent and Tenant's Share of Operating Expenses as provided in the Lease.

(b) The second and third sentences of the second paragraph of Section 3(a) of the Lease are hereby deleted in their entirety and replaced with the following:

"Tenant shall not be required to pay Base Rent with respect to the office portion of the Premises, consisting of approximately 958 rentable square feet, for the 13h and 14th months of the Base Term. Tenant shall commence paying Base Rent with respect to the entire 2,421 rentable square feet of the Premises on the first day of the 15th month of the Base Term."

4. **Definition of Tenant's Share.** Commencing on the Expansion Premises Commencement Date, the defined term "**Tenant's Share**" on Page 1 of the Lease is deleted in its entirety and replaced with the following:

"Tenant's Share: 5.40%"

5. **Base Term.** The Base Term of the Lease with respect to the Expansion Premises shall expire on the expiration of the Base Term as set forth on Page 1 of the Lease.

6. **AS-IS.** Effective as of the Expansion Premises Commencement Date and except for Landlord's Work (defined below): (i) Tenant shall accept the Expansion Premises in its as-is condition as of such date; (ii) except as expressly set forth in the Lease, Landlord shall have no obligation for any defects in the Expansion Premises; and (iii) Tenant's taking possession of the Expansion Premises shall be conclusive evidence that Tenant accepts the Expansion Premises and that the Expansion Premises were in good condition at the time of delivery.

Landlord shall replace the water damaged ceiling tiles in the Expansion Premises with building standard ceiling tiles **("Landlord's Work").** Tenant acknowledges that Landlord shall require access to the Expansion Premises in order to complete Landlord's Work. In the performance of Landlord's Work, Landlord shall use commercially reasonable efforts not to interfere with the operation of Tenant's business. Landlord and its contractors and agents shall have the right to enter the Expansion Premises to complete Landlord's Work and Tenant shall cooperate with Landlord in connection with the same.

Tenant agrees and acknowledges that neither Landlord nor any agent of Landlord has made any representation or warranty with respect to the condition of all or any portion of the Expansion Premises or the Project, and/or the suitability of the Expansion Premises or the Project for the conduct of Tenant's business, and Tenant waives any implied warranty that the Expansion Premises or the Project are suitable for the Permitted Use. This First Amendment constitutes the complete agreement of Landlord and Tenant with respect to the subject matter hereof and supersedes any and all prior representations, inducements, promises, agreements, understandings and negotiations which are not contained herein.

7. Right To Expand. Section 40 of the Lease is hereby deleted in its entirety and is of no further force and effect.

8. Miscellaneous.

(a) This First Amendment is the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements and discussions. This First Amendment may be amended only by an agreement in writing, signed by the parties hereto.

(b) This First Amendment is binding upon and shall inure to the benefit of the parties hereto, their respective agents, employees, representatives, officers, directors, divisions, subsidiaries, affiliates, assigns, heirs, successors in interest and shareholders.

(c) This First Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon provided such signature page is attached to any other counterpart identical thereto except having additional signature pages executed by other parties to this First Amendment attached thereto.

(d) Landlord and Tenant each represent and warrant that it has not dealt with any broker, agent or other person (collectively **"Broker")** in connection with this transaction, and that no Broker brought about this transaction. Landlord and Tenant each hereby agree to indemnify and hold the other harmless from and against any claims by any Broker claiming a commission or other form of compensation by virtue of having dealt with Tenant or Landlord, as applicable, with regard to this leasing transaction.

(e) Except as amended and/or modified by this First Amendment, the Lease is hereby ratified and confirmed and all other terms of the Lease shall remain in full force and effect, unaltered and unchanged by this First Amendment. In the event of any conflict between the provisions of this First Amendment and the provisions of the Lease, the provisions of this First Amendment shall prevail. Whether or not specifically amended by this First Amendment, all of the terms and provisions of the Lease are hereby amended to the extent necessary to give effect to the purpose and intent of this First Amendment.

(Signatures on Next Page)

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the day and year first above written.

TENANT:

STEM CELL ASSURANCE, INC.,
a Nevada corporation

By: */s/ Mark Weinreb*
Name: Mark Weinreb
Its: CEO

Witnessed as to Tenant in the presence of:

/s/ Chris Kalaitzidis
Name: Chris Kalaitzidis
-and-
/s/ Sharon Weinreb
Name: Sharon Weinreb

LANDLORD:

ORANGE COAST, LLC,
a Delaware limited liability company

By: /s/ *Gary Dean*
Name: Gary Dean
Title: VP – RE legal Affairs

Witnessed as to Landlord in the presence of:

/s/ Charles Murphy, Charles Murphy
-and-
/s/ Teryll Sacks, Teryll Sacks

CONSULTING AGREEMENT (the "Agreement"), dated as of February 17, 2011, by and between**STEM CELL ASSURANCE, INC.**, a Nevada corporation (the "Company"), and **TDA CONSULTING SERVICES, INC.,** a Florida corporation (the "Consultant").

WHEREAS, the Company and Todd Adler ("Adler"), the sole shareholder of the Consultant, are parties to a Consulting Agreement, dated May 10, 2009 (the "Existing Agreement").

WHEREAS, pursuant to the Existing Agreement, Adler and the Consultant have provided to the Company the services set forth on Schedule A attached hereto (the "Services"), among other services.

WHEREAS, the Existing Agreement provides for the issuance to Adler of up to 40,000,000 shares of common stock of the Company in consideration of consulting services rendered.

WHEREAS, pursuant to the Existing Agreement, the Company has issued to Adler and/or the Consultant an aggregate of 26,139,932 shares of common stock of the Company (the "Issued Shares").

WHEREAS, the value of the Services heretofore provided by Adler and the Consultant to the Company is in excess of the value of the Issued Shares.

WHEREAS, the Company and Adler desire to terminate the Existing Agreement and set forth the additional amount payable for the Services rendered to date and the parties desire to enter into an agreement which will replace the Existing Agreement and will set forth the terms and conditions upon which the Consultant shall continue to provide Services to the Company.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants hereinafter set forth, the parties hereto have agreed, and do hereby agree, as follows:

1. **Retention; Duties**. Subject to the terms and conditions set forth herein, the Company hereby retains the Consultant, and the Consultant hereby accepts such retention, to act as a consultant. The Consultant shall provide the Services to and on behalf of the Company. The Consultant shall provide Services of approximately forty (40) hours per week. The Consultant agrees that, in providing the Services, it shall utilize Adler.

2. **Term**. The term of this Agreement (the "Term") shall commence as of March 1, 2011 (the "Effective Date") and shall continue until March 31, 2012.

3. Compensation. In consideration for the Services, the Company shall deliver to the Consultant the following consideration: (a) thirty-five thousand dollars ($35,000), in consideration of Services rendered to date, payable on the execution hereof; (b) twenty-five thousand dollars ($25,000) as a retainer for Services rendered hereunder during the Term, payable on the execution hereof; (c) ten thousand dollars ($10,000) per month (an aggregate of $130,000 during the Term) for Services rendered hereunder during the Term, payable in advance on the first day of each month commencing on March 1, 2011 and through March 1, 2012; and (d) eight hundred seven thousand seven hundred (807,700) shares of common stock of the Company per month (an aggregate of 10,500,100 shares of common stock of the Company (together with the Issued Shares, the "Shares") during the Term) for Services rendered hereunder during the Term, issuable on the first day of each month commencing on March 1, 2011 and through March 1, 2012.

4. **Reimbursement of Expenses**.

(a) The Company will reimburse the Consultant for all reasonable expenses incurred by the Consultant in the performance of its duties during the Term. In no event shall the Consultant incur expenses during the Term in excess of one thousand dollars ($1,000) in the aggregate without the prior written consent of the Chief Executive Officer of the Company.

(b) The Consultant shall submit to the Company, not less than once in each calendar month, reports of such expenses in form normally used by the Company and receipts with respect thereto and the Company's obligations under this Section 4 shall be subject to compliance therewith.

5. **Discoveries; Confidential Information**.

(a) The Consultant agrees to disclose promptly in writing to the Chief Executive Officer of the Company all ideas, processes, methods, devices, business concepts, inventions, improvements, discoveries, know-how and other creative achievements (hereinafter referred to collectively as "Discoveries"), whether or not the same or any part thereof is capable of being patented, trademarked, copyrighted, or otherwise protected, which the Consultant, while retained by the Company, conceives, makes, develops, acquires or reduces to practice, whether acting alone or with others and whether during or after usual working hours, and which are related to the Company's business, or are used or usable by the Company, or arise out of or in connection with the services performed by the Consultant. Each of the Consultant and Adler hereby transfers and assigns to the Company all right, title and interest in and to such Discoveries, including any and all domestic and foreign copyrights and patent and trademark rights therein and any renewals thereof. On request of the Company, each of the Consultant and Adler will, without any additional compensation beyond that provided for in Section 3, from time to time during, and after the expiration or termination of, the Term, execute such further instruments (including applications for copyrights, patents, trademarks and assignments thereof) and do all such other acts and things as may be deemed necessary or desirable by the Company to protect and/or enforce its rights in respect of such Discoveries. All expenses of filing or prosecuting any patent, trademark or copyright application shall be borne by the Company, but the Consultant and Adler shall cooperate in filing and/or prosecuting any such application.

(b) Each of the Consultant and Adler represents that it or he has been informed that it is the policy of the Company to maintain as secret all Confidential Information (as hereinafter defined) and further acknowledges that such Confidential Information is of great value to the Company. Each of the Consultant and Adler recognizes that, by reason of its or his consultant status with the Company, it or he has acquired and/or will acquire Confidential Information as aforesaid. Each of the Consultant and Adler confirms that it is reasonably necessary to protect the Company's goodwill, and, accordingly, hereby agrees that it or he will not, directly or indirectly (except where authorized in writing by the Chief Executive Officer of the Company), at any time during the Term or thereafter divulge to any person, firm or other entity, or use, or cause or authorize any person, firm or other entity to use, any Confidential Information.

(c) The Consultant agrees that, upon the expiration or termination of this Agreement for any reason whatsoever, it shall promptly deliver to the Company any and all drawings, notebooks, software, data and other documents and material, whether in electronic format or otherwise, including all copies thereof, in or under its control relating to any Confidential Information or Discoveries, or which is otherwise the property of the Company.

(d) For purposes hereof, the term "Confidential Information" shall mean all information given to the Consultant or Adler, directly or indirectly, by the Company and all other information relating to the Company otherwise acquired by the Consultant or Adler during the course of its or his engagement by the Company (whether on or prior to the date hereof or hereafter), including any and all knowledge and information with respect to secret or confidential methods, processes, plans, materials, customer lists or data, or otherwise with respect to any confidential or secret aspect of the Company's business and/or activities, other than information which (i) was in the public domain at the time furnished to, or acquired by, the Consultant or Adler, or (ii) thereafter enters the public domain other than through disclosure, directly or indirectly, by the Consultant or Adler or others in violation of an agreement of confidentiality or nondisclosure.

(e) All references in this Section 5 to the "Company" shall be deemed to include any and all subsidiaries and affiliates of the Company in existence on the date hereof and/or hereafter formed or acquired.

6. **No Participation in Employee Benefit Plans**. Each of the Consultant and Adler acknowledges and agrees that, since the Consultant is a consultant, neither the Consultant nor Adler will be accorded the right to participate in or receive benefits under any pension, profit sharing, medical insurance or other plan or program of the Company either in existence as of the Effective Date or thereafter adopted for the benefit of its employees.

7. **Independent Contractor**. The relationship created hereunder is that of the Consultant acting as an independent contractor. It is expressly acknowledged and agreed that neither the Consultant nor Adler shall have any authority to bind the Company to any agreement or obligation with any third party. Each of the Consultant and Adler acknowledges and agrees further that, since neither is an employee of the Company, the Company shall not be responsible for the withholding or payment of any taxes.

8. Injunctive Relief. Each of the Consultant and Adler acknowledges and agrees that, in the event it or he shall violate or threaten to violate any of the restrictions of Section 5 hereof, the Company will be without an adequate remedy at law and will therefore be entitled to enforce such restrictions by temporary or permanent injunctive or mandatory relief in any court of competent jurisdiction without the necessity of proving damages or posting any bond or other security.

9. **No Restrictions**. Each of the Consultant and Adler hereby represents that neither the execution of this Agreement nor the Consultant's performance hereunder will (a) violate, conflict with or result in a breach of any provision of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under the terms, conditions or provisions of any of the Consultant's organizational documents, or any contract, agreement or other instrument or obligation to which the Consultant or Adler is a party, or by which it or he may be bound, or (b) violate any order, judgment, writ, injunction, decree, statute, rule or regulation applicable to the Consultant or Adler. In the event of a breach hereof, in addition to the Company's right to terminate this Agreement, each of the Consultant and Adler shall indemnify the Company and hold it harmless from and against any and all claims, losses, liabilities, costs and expenses (including reasonable attorneys' fees) incurred or suffered in connection with or as a result of the Company's entering into this Agreement or engaging the Consultant hereunder.

10. **Investment Representations**. Each of the Consultant and Adler understands and agrees that the Company is relying and may rely upon the following representations and warranties made by them in entering into this Agreement:

(a) Each of the Consultant and Adler recognizes that the acquisition of the 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) neither the Consultant not Adler may be able to liquidate its or his investment in the event of emergency; (ii) transferability is extremely limited; and (iii) it or he could sustain a complete loss of its or his investment.

(b) Each of the Consultant and Adler represents that it or he (i) is competent to understand and does understand the nature of its or his investment in the Shares; and (ii) is able to bear the economic risk of its or his investment in the Shares.

(c) Each of the Consultant and Adler represents that it or he 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 "1933 Act"). Each of the Consultant and Adler 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.

(d) Each of the Consultant and Adler represents that it or he has significant prior investment experience, including investment in restricted securities.

(e) Each of the Consultant and Adler represents that it or he has reviewed all information regarding the Company that has been filed with the Pink OTC Markets. Each of the Consultant and Adler also represents that it or he has been furnished by the Company with all information regarding the Company which it or he had requested or desired to know; that all documents which could be reasonably provided have been made available for its or his inspection and review; that it or he has been afforded the opportunity to ask questions of and receive answers from duly authorized representatives of the Company concerning the Company; and that it or he has had the opportunity to consult with its or his own tax or financial advisor concerning an investment in the Company.

(f) Each of the Consultant and Adler represents that the Shares were acquired, or are being acquired, for the own account of the Consultant or Adler, as the case may be, for investment and not for distribution to others. Each of the Consultant and Adler agrees that it or he will not sell, transfer or otherwise dispose of the Shares, or any portion thereof, unless they are registered under the 1933 Act or unless an exemption from such registration is available.

(g) Each of the Consultant and Adler consents to the placement of a legend on the Shares stating that they have not been registered under the 1933 Act and setting forth or referring to the restrictions on transferability and sale thereof. Each of the Consultant and Adler is aware that the Company will make a notation in its appropriate records with respect to the restrictions on the transferability of the Shares.

(h) **THE SHARES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF ANY STATES AND ARE BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF SAID ACT AND SUCH LAWS. THE 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. THE SHARES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION, ANY STATE SECURITIES COMMISSION OR ANY OTHER REGULATORY AUTHORITY. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.**

11. **Assignment**. This Agreement, as it relates to the retention of the Consultant as a consultant, is a personal contract and the rights and interests of the Consultant hereunder may not be sold, transferred, assigned, pledged or hypothecated.

12. **Notices**. Any notice required or permitted to be given pursuant to this Agreement shall be deemed to have been duly given when delivered by hand or sent by certified or registered mail, return receipt requested and postage prepaid, overnight mail or telecopier as follows:

If to the Company:

200 Glades Road, Suite 2
Boca Raton, Florida 33432
Attention: Mark Weinreb, Chief Executive Officer
Telecopier Number: (954) 827-0644

With a copy to:

Certilman Balin Adler & Hyman, LLP
90 Merrick Avenue
East Meadow, New York 11554
Attention: Fred Skolnik, Esq.
Telecopier Number: (516) 296-7111

If to the Consultant or Adler:

333 Las Olas Way #1506
Fort Lauderdale, Florida 33301
Attention: Todd Adler, President
Telecopier Number: (954) 763-7790

or at such other address as either party shall designate by notice to the other party given in accordance with this Section 12.

13. **Choice of Law**. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, excluding choice of law principles thereof.

14. **Waiver of Breach; Partial Invalidity**. The waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach. If any provision, or part thereof, of this Agreement shall be held to be invalid or unenforceable, such invalidity or unenforceability shall attach only to such provision and not in any way affect or render invalid or unenforceable any other provisions of this Agreement, and this Agreement shall be carried out as if such invalid or unenforceable provision, or part thereof, had been reformed, and any court of competent jurisdiction is authorized to so reform such invalid or unenforceable provision, or part thereof, so that it would be valid, legal and enforceable to the fullest extent permitted by applicable law.

15. **Entire Agreement**. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and there are no representations, warranties or commitments except as set forth herein. This Agreement supersedes all prior agreements, understandings, negotiations and discussions, whether written or oral, of the parties hereto relating to the subject matter hereof, including the Existing Agreement which is hereby terminated and of no further force or effect and neither the Company nor Adler nor the Consultant shall have any further rights or obligations thereunder or with respect thereto. This Agreement may be amended only by a writing executed by the parties hereto.

16. **Execution in Counterparts**. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which together shall constitute one and the same instrument.

17. **Facsimile and Email Signatures**. Signatures hereon which are transmitted via facsimile or email shall be deemed original signatures.

18. **Construction**. As used in this Agreement, the word “including” and its variants shall mean “including, without limitation.”

19. **Representation by Counsel**. Each of the Consultant and Adler acknowledges that it or he has been represented by counsel, or has been afforded the opportunity to be represented by counsel, in connection with this Agreement. Accordingly, any rule or 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 Consultant and Adler. The provisions of this Agreement shall be interpreted in a reasonable manner to give effect to the intent of the Consultant, Adler and the Company.

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

IN WITNESS WHEREOF, the Consultant and the Company have executed, or have caused to be duly executed, this Agreement as of the day and year above written.

STEM CELL ASSURANCE, INC.

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

TDA CONSULTING SERVICES, INC.

By: /s/ Todd Adler
Todd Adler, President

Agreed:

/s/ Todd Adler
Todd Adler

SCHEDULE A

SERVICES

- Consultation and assistance with regard to the Company's efforts to become listed on the OTC Bulletin Board, The Nasdaq Stock Market or the NYSE Amex Exchange (formerly the American Stock Exchange).

- Consultation, assistance and travel in connection with the Company's efforts to establish an offshore stem cell treatment facility.

- Consultation, assistance and travel in connection with business development, including with regard to acquisitions and joint venture opportunities.

- Consultation, assistance and travel in connection with the development of a physician distribution network for the sale of the Company's stem cell skin care products.

- Consultation and assistance in connection with the preparation of the Company's regulatory reports, including its annual, quarterly and current reports to the Pink Sheets, its registration statement on Form 10 to be filed with the Securities and Exchange Commission (the "SEC") and its annual, quarterly and current reports to be filed with the SEC following the effectiveness of such registration statement.

STEM CELL ASSURANCE, INC.

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

The undersigned represents and warrants that it is an "accredited investor" based upon the satisfaction of one or more of the following criteria:

__X__ (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 time of his or her purchase; or

_____ (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 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

_____ (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 Common Shares 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 Common Shares, 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.

As used in (1) above, the term "net worth" means the excess of total assets over total liabilities. In determining income, an investor should add to his or her adjusted gross income any amounts attributable to tax-exempt income received, losses claimed as a limited partner in any limited partnership, deductions claimed for depletion, contributions to an IRA or Keogh retirement plan, alimony payments and any amount by which income from long-term capital gains has been reduced in arriving at adjusted gross income.

TDA CONSULTING SERVICES, INC.

By: /s/ Todd Adler
Todd Adler, President

STEM CELL ASSURANCE, INC.

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

The undersigned represents and warrants that he is an "accredited investor" based upon the satisfaction of one or more of the following criteria:

__X__ (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 time of his or her purchase; or

_____ (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 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

_____ (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 Common Shares 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 Common Shares, 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.

As used in (1) above, the term "net worth" means the excess of total assets over total liabilities. In determining income, an investor should add to his or her adjusted gross income any amounts attributable to tax-exempt income received, losses claimed as a limited partner in any limited partnership, deductions claimed for depletion, contributions to an IRA or Keogh retirement plan, alimony payments and any amount by which income from long-term capital gains has been reduced in arriving at adjusted gross income.

/s/ Todd Adler
Todd Adler

CONSULTING AGREEMENT (the "Agreement"), dated as of February 17, 2011, by and between **STEM CELL ASSURANCE, INC.**, a Nevada corporation (the "Company"), and **VINTAGE HOLIDAYS L.L.C.**, a Florida limited liability company (the "Consultant").

WHEREAS, the Consultant has heretofore provided to the Company the services set forth on Schedule A attached hereto (the "Services"), among other services.

WHEREAS, to date, the Consultant has received $2,500 (the "Fee") in consideration of Services rendered.

WHEREAS, the value of the Services heretofore provided by the Consultant to the Company is in excess of the amount of the Fee.

WHEREAS, the Company and the Consultant desire to set forth the additional amount payable for the Services rendered to date and enter into an agreement which will set forth the terms and conditions upon which the Consultant shall continue to provide Services to the Company.

WHEREAS, Stuart Montgomery ("Montgomery") is the sole member of the Consultant.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants hereinafter set forth, the parties hereto have agreed, and do hereby agree, as follows:

1. **Retention; Duties**. Subject to the terms and conditions set forth herein, the Company hereby retains the Consultant, and the Consultant hereby accepts such retention, to act as a consultant. The Consultant shall provide the Services to and on behalf of the Company. The Consultant shall provide Services of approximately fifteen (15) hours per week. The Consultant agrees that, in providing the Services, it shall utilize Montgomery.

2. **Term**. The term of this Agreement (the "Term") shall commence as of March 1, 2011 (the "Effective Date") and shall continue until June 30, 2011.

3. Compensation. In consideration for the Services, the Company shall deliver to the Consultant the following consideration: (a) twenty thousand dollars ($20,000), in consideration of Services rendered to date, payable on the execution hereof; (b) ten thousand dollars ($10,000) as a retainer for Services rendered hereunder during the Term, payable on the execution hereof; (c) five thousand dollars ($5,000) per month (an aggregate of $20,000 during the Term) for Services rendered hereunder during the Term, payable in advance on the first day of each month commencing on March 1, 2011 and through June 1, 2011; and (d) one million two hundred fifty thousand (1,250,000) shares of common stock of the Company per month (an aggregate of 5,000,000 shares of common stock of the Company (the "Shares") during the Term) for Services rendered hereunder during the Term, issuable on the first day of each month commencing on March 1, 2011 and through June 1, 2011.

4. **Reimbursement of Expenses**.

(a) The Company will reimburse the Consultant for all reasonable expenses incurred by the Consultant in the performance of its duties during the Term. In no event shall the Consultant incur expenses during the Term in excess of one thousand dollars ($1,000) in the aggregate without the prior written consent of the Chief Executive Officer of the Company.

(b) The Consultant shall submit to the Company, not less than once in each calendar month, reports of such expenses in form normally used by the Company and receipts with respect thereto and the Company's obligations under this Section 4 shall be subject to compliance therewith.

5. **Discoveries; Confidential Information**.

(a) The Consultant agrees to disclose promptly in writing to the Chief Executive Officer of the Company all ideas, processes, methods, devices, business concepts, inventions, improvements, discoveries, know-how and other creative achievements (hereinafter referred to collectively as "Discoveries"), whether or not the same or any part thereof is capable of being patented, trademarked, copyrighted, or otherwise protected, which the Consultant, while retained by the Company, conceives, makes, develops, acquires or reduces to practice, whether acting alone or with others and whether during or after usual working hours, and which are related to the Company's business, or are used or usable by the Company, or arise out of or in connection with the services performed by the Consultant. Each of the Consultant and Montgomery hereby transfers and assigns to the Company all right, title and interest in and to such Discoveries, including any and all domestic and foreign copyrights and patent and trademark rights therein and any renewals thereof. On request of the Company, each of the Consultant and Montgomery will, without any additional compensation beyond that provided for in Section 3, from time to time during, and after the expiration or termination of, the Term, execute such further instruments (including applications for copyrights, patents, trademarks and assignments thereof) and do all such other acts and things as may be deemed necessary or desirable by the Company to protect and/or enforce its rights in respect of such Discoveries. All expenses of filing or prosecuting any patent, trademark or copyright application shall be borne by the Company, but the Consultant and Montgomery shall cooperate in filing and/or prosecuting any such application.

(b) Each of the Consultant and Montgomery represents that it or he has been informed that it is the policy of the Company to maintain as secret all Confidential Information (as hereinafter defined) and further acknowledges that such Confidential Information is of great value to the Company. Each of the Consultant and Montgomery recognizes that, by reason of the Consultant's consultant status with the Company, it has acquired and/or will acquire Confidential Information as aforesaid. Each of the Consultant and Montgomery confirms that it is reasonably necessary to protect the Company's goodwill, and, accordingly, hereby agrees that it or he will not, directly or indirectly (except where authorized in writing by the Chief Executive Officer of the Company), at any time during the Term or thereafter divulge to any person, firm or other entity, or use, or cause or authorize any person, firm or other entity to use, any Confidential Information.

(c) The Consultant agrees that, upon the expiration or termination of this Agreement for any reason whatsoever, it shall promptly deliver to the Company any and all drawings, notebooks, software, data and other documents and material, whether in electronic format or otherwise, including all copies thereof, in or under its control relating to any Confidential Information or Discoveries, or which is otherwise the property of the Company.

(d) For purposes hereof, the term "Confidential Information" shall mean all information given to the Consultant or Montgomery, directly or indirectly, by the Company and all other information relating to the Company otherwise acquired by the Consultant or Montgomery during the course of the Consultant's engagement by the Company (whether on or prior to the date hereof or hereafter), including any and all knowledge and information with respect to secret or confidential methods, processes, plans, materials, customer lists or data, or otherwise with respect to any confidential or secret aspect of the Company's business and/or activities, other than information which (i) was in the public domain at the time furnished to, or acquired by, the Consultant or Montgomery, or (ii) thereafter enters the public domain other than through disclosure, directly or indirectly, by the Consultant or Montgomery or others in violation of an agreement of confidentiality or nondisclosure.

(e) All references in this Section 5 to the "Company" shall be deemed to include any and all subsidiaries and affiliates of the Company in existence on the date hereof and/or hereafter formed or acquired.

6. **No Participation in Employee Benefit Plans**. Each of the Consultant and Montgomery acknowledges and agrees that, since the Consultant is a consultant, neither the Consultant nor Montgomery will be accorded the right to participate in or receive benefits under any pension, profit sharing, medical insurance or other plan or program of the Company either in existence as of the Effective Date or thereafter adopted for the benefit of its employees.

7. **Independent Contractor**. The relationship created hereunder is that of the Consultant acting as an independent contractor. It is expressly acknowledged and agreed that neither the Consultant nor Montgomery shall have any authority to bind the Company to any agreement or obligation with any third party. Each of the Consultant and Montgomery acknowledges and agrees further that, since neither is an employee of the Company, the Company shall not be responsible for the withholding or payment of any taxes.

8. Injunctive Relief. Each of the Consultant and Montgomery acknowledges and agrees that, in the event it or he shall violate or threaten to violate any of the restrictions of Section 5 hereof, the Company will be without an adequate remedy at law and will therefore be entitled to enforce such restrictions by temporary or permanent injunctive or mandatory relief in any court of competent jurisdiction without the necessity of proving damages or posting any bond or other security.

9. **No Restrictions**. Each of the Consultant and Montgomery hereby represents that neither the execution of this Agreement nor the Consultant's performance hereunder will (a) violate, conflict with or result in a breach of any provision of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under the terms, conditions or provisions of any of the Consultant's organizational documents, or any contract, agreement or other instrument or obligation to which the Consultant or Montgomery is a party, or by which it or he may be bound, or (b) violate any order, judgment, writ, injunction, decree, statute, rule or regulation applicable to the Consultant or Montgomery. In the event of a breach hereof, in addition to the Company's right to terminate this Agreement, each of the Consultant and Montgomery shall indemnify the Company and hold it harmless from and against any and all claims, losses, liabilities, costs and expenses (including reasonable attorneys' fees) incurred or suffered in connection with or as a result of the Company's entering into this Agreement or engaging the Consultant hereunder.

10. **Investment Representations**. Each of the Consultant and Montgomery understands and agrees that the Company is relying and may rely upon the following representations and warranties made by them in entering into this Agreement:

(a) Each of the Consultant and Montgomery recognizes that the acquisition of the 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 Consultant may not be able to liquidate its investment in the event of emergency; (ii) transferability is extremely limited; and (iii) it could sustain a complete loss of its investment.

(b) Each of the Consultant and Montgomery represents that it or he (i) is competent to understand and does understand the nature of the Consultant's investment in the Shares; and (ii) is able to bear the economic risk of the Consultant's investment in the Shares.

(c) Each of the Consultant and Montgomery represents that it or he 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 "1933 Act"). Each of the Consultant and Montgomery 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.

(d) Each of the Consultant and Montgomery represents that it or he has significant prior investment experience, including investment in restricted securities.

(e) Each of the Consultant and Montgomery represents that it or he has reviewed all information regarding the Company that has been filed with the Pink OTC Markets. Each of the Consultant and Montgomery also represents that it or he has been furnished by the Company with all information regarding the Company which it or he had requested or desired to know; that all documents which could be reasonably provided have been made available for its or his inspection and review; that it or he has been afforded the opportunity to ask questions of and receive answers from duly authorized representatives of the Company concerning the Company; and that it or he has had the opportunity to consult with its or his own tax or financial advisor concerning an investment in the Company.

(f) Each of the Consultant and Montgomery represents that the Shares were acquired, or are being acquired, for the Consultant's own account for investment and not for distribution to others. The Consultant agrees that it will not sell, transfer or otherwise dispose of the Shares, or any portion thereof, unless they are registered under the 1933 Act or unless an exemption from such registration is available.

(g) The Consultant consents to the placement of a legend on the Shares stating that they have not been registered under the 1933 Act and setting forth or referring to the restrictions on transferability and sale thereof. The Consultant is aware that the Company will make a notation in its appropriate records with respect to the restrictions on the transferability of the Shares.

(h) **THE SHARES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF ANY STATES AND ARE BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF SAID ACT AND SUCH LAWS. THE 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. THE SHARES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION, ANY STATE SECURITIES COMMISSION OR ANY OTHER REGULATORY AUTHORITY. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.**

11. **Assignment**. This Agreement, as it relates to the retention of the Consultant as a consultant, is a personal contract and the rights and interests of the Consultant hereunder may not be sold, transferred, assigned, pledged or hypothecated.

12. **Notices**. Any notice required or permitted to be given pursuant to this Agreement shall be deemed to have been duly given when delivered by hand or sent by certified or registered mail, return receipt requested and postage prepaid, overnight mail or telecopier as follows:

If to the Company:

200 Glades Road, Suite 2
Boca Raton, Florida 33432
Attention: Mark Weinreb, Chief Executive Officer
Telecopier Number: (954) 827-0644

With a copy to:

Certilman Balin Montgomery & Hyman, LLP
90 Merrick Avenue
East Meadow, New York 11554
Attention: Fred Skolnik, Esq.
Telecopier Number: (516) 296-7111

If to the Consultant or Montgomery:

2212 Paget Circle
Naples, Florida 34112
Attention: Stuart Montgomery, Managing Member
Telecopier Number: (239) 236-0468

or at such other address as either party shall designate by notice to the other party given in accordance with this Section 12.

13. **Choice of Law**. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, excluding choice of law principles thereof.

14. **Waiver of Breach; Partial Invalidity**. The waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach. If any provision, or part thereof, of this Agreement shall be held to be invalid or unenforceable, such invalidity or unenforceability shall attach only to such provision and not in any way affect or render invalid or unenforceable any other provisions of this Agreement, and this Agreement shall be carried out as if such invalid or unenforceable provision, or part thereof, had been reformed, and any court of competent jurisdiction is authorized to so reform such invalid or unenforceable provision, or part thereof, so that it would be valid, legal and enforceable to the fullest extent permitted by applicable law.

15. **Entire Agreement**. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and there are no representations, warranties or commitments except as set forth herein. This Agreement supersedes all prior agreements, understandings, negotiations and discussions, whether written or oral, of the parties hereto relating to the subject matter hereof. Each of the Consultant and Montgomery acknowledges and agrees that, except for the consideration deliverable pursuant to Section 3 hereof, neither shall be entitled to any compensation, securities or other amounts in consideration of any and all services rendered to date. This Agreement may be amended only by a writing executed by the parties hereto.

16. **Execution in Counterparts**. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which together shall constitute one and the same instrument.

17. **Facsimile and Email Signatures**. Signatures hereon which are transmitted via facsimile or email shall be deemed original signatures.

18. **Construction**. As used in this Agreement, the word “including” and its variants shall mean “including, without limitation.”

19. **Representation by Counsel**. Each of the Consultant and Montgomery acknowledges that it or he has been represented by counsel, or has been afforded the opportunity to be represented by counsel, in connection with this Agreement. Accordingly, any rule or 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 Consultant and Montgomery. The provisions of this Agreement shall be interpreted in a reasonable manner to give effect to the intent of the Consultant, Montgomery and the Company.

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

IN WITNESS WHEREOF, the Consultant and the Company have executed, or have caused to be duly executed, this Agreement as of the day and year above written.

STEM CELL ASSURANCE, INC.

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

VINTAGE HOLIDAYS L.L.C.

By: /s/ Stuart Montgomery
Stuart Montgomery, Managing Member

Agreed:

/s/ Stuart Montgomery
Stuart Montgomery

SCHEDULE A

SERVICES

- Consultation, assistance and travel in connection with the Company's marketing efforts with respect to medical tourism.
- Consultation, assistance and travel in connection with the Company's efforts to establish business relationships with governmental officials.
- Consultation, assistance and travel in connection with the Company's efforts to establish an offshore stem cell treatment facility.
- Consultation, assistance and travel in connection with the development of a physician distribution network for the sale of the Company's stem cell skin care products.

STEM CELL ASSURANCE, INC.

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

The undersigned represents and warrants that it is an "accredited investor" based upon the satisfaction of one or more of the following criteria:

__X__ (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 time of his or her purchase; or

____ (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 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

____ (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 Common Shares 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 Common Shares, 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.

As used in (1) above, the term "net worth" means the excess of total assets over total liabilities. In determining income, an investor should add to his or her adjusted gross income any amounts attributable to tax-exempt income received, losses claimed as a limited partner in any limited partnership, deductions claimed for depletion, contributions to an IRA or Keogh retirement plan, alimony payments and any amount by which income from long-term capital gains has been reduced in arriving at adjusted gross income.

VINTAGE HOLIDAYS L.L.C.

By: /s/ Stuart Montgomery
Stuart Montgomery, Managing Member

STEM CELL ASSURANCE, INC.

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

The undersigned represents and warrants that he is an "accredited investor" based upon the satisfaction of one or more of the following criteria:

__X__ (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 time of his or her purchase; or

_____ (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 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

_____ (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 Common Shares 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 Common Shares, 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.

As used in (1) above, the term "net worth" means the excess of total assets over total liabilities. In determining income, an investor should add to his or her adjusted gross income any amounts attributable to tax-exempt income received, losses claimed as a limited partner in any limited partnership, deductions claimed for depletion, contributions to an IRA or Keogh retirement plan, alimony payments and any amount by which income from long-term capital gains has been reduced in arriving at adjusted gross income.

/s/ Stuart Montgomery
Stuart Montgomery

CREDIT SUPPORT, SECURITY AND REGISTRATION RIGHTS AGREEMENT

This CREDIT SUPPORT, SECURITY AND REGISTRATION RIGHTS AGREEMENT (this "Agreement"), dated as of August 17 2010, is between QUICK CAPITAL of LONG ISLAND CORP., a corporation in the jurisdiction STATE OF NEW YORK having its principal office at P.O. Box 238, Syosset, New York, 11791, and STEM CELL ASSURANCE, INC., a Nevada corporation having its principal office at 200 Glades Road, Suite # 2, Boca Raton, Florida 33432 ("Customer").

WHEREAS, Quick will provide consulting services as it relates to securing loans, letters of credit, and/or other debt based facilities, as well as securing infusion of equity and real property leasing and/or acquisitions for Customer.

WHEREAS, Customer has requested that Quick from time to time lend credit support or cause third party to facilitate Customer's acquisition of certain equipment from third-party vendors; and

WHEREAS, Customer will reimburse Quick for any sums payable by Quick for any indirect or direct costs in securing funds for Company and to guarantee payment of fees and faithful performance of any credit facilities and/ or consulting contract; and

WHEREAS, in consideration for Quick's consulting services to Customer hereunder, Customer will allocate to Quick seventy-five percent and to Olde Estate, LLC twenty-five percent of Customer's total capital stock allotted for this transaction and will grant to Quick and Olde Estate, LLC certain registration rights.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Customer and Quick agree as follows:

1. COMMITMENT OF QUICK; PURPOSE; CONSULTING AND ADVISORY SERVICES.

1.1 Commitment to Provide Financing Support. Subject to the terms and conditions of this Agreement, Quick agrees to provide consulting services as it relates to securing loans, letters of credit, and/or other debt based facilities, as well as securing infusion of equity and real property leasing and/or acquisitions for Customer.

2. REIMBURSEMENT; LETTER OF CREDIT FEES AND EXPENSES.

2.1 Reimbursement. Customer will reimburse Quick for any sums payable by Quick for any indirect or direct costs in securing funds for Company and to guarantee payment of fees and faithful performance of any credit facilities and/ or consulting. Not later than two (2) business days from the date of Customer's receipt of such notice. Customer will make all such payments by wire transfer of immediately available funds to an account designated by Quick in writing or by other immediately available funds.

2.2 Fees and Expenses. Customer shall be responsible for and, within three (3) business days of Customer's receipt of written demand, shall reimburse Quick for any application, issuance, renewal, negotiation or other fees and charges imposed by any third party in connection with any financial transactions requested by Customer. In addition, Customer shall pay or reimburse Quick for all reasonable costs, fees and expenses incurred by Quick or for which Quick becomes obligated in connection with, the negotiation, preparation and consummation of this Agreement and all other documents provided for herein or delivered or to be delivered hereunder or in connection herewith (including any amendment, supplement or waiver to any such document).

3. COMPENSATION OF QUICK

Total compensation of forty-seven million five hundred thousand shares of Company common stock will be allocated to Quick (75%) thirty-five million six hundred and fifty thousand (35,625,000) shares of the common stock ("Common Stock") of customer and Olde Estate, LLC (25%) eleven million eight hundred and seventy-five thousand (11,875,000 shares of the common stock ("Common Stock"), par value $0.001 per share, of Customer (the "Shares") free and clear of all liens, claims and encumbrances other than restrictions on transfer arising under applicable securities laws. The Shares shall be deliverable as follows:

(a) Upon issuance of the Letter of Credit in the aggregate face amount of not less than Three Hundred Thousand Dollars ($300,000), Customer shall deliver to Quick and Olde Estate, LLC Thirty-three Million Two Hundred and Fifty Thousand (33,250,000) shares of Common Stock representing seventy percent (70%) of the Shares of the Shares of which Quick will receive twenty-four million nine hundred and thirty-seven thousand five hundred shares (24,937,500) and Olde Estate will receive eight million three hundred and twelve thousand five hundred shares (8,312,500).

(b) Upon receipt of operating capital, Customer shall deliver to Quick and Olde Estate, LLC Four Million Seven Hundred and Fifty Thousand (4,750,000) shares of Common Stock representing ten percent (10%) of the total Shares) of which Quick will receive three million five hundred and sixty-two thousand five hundred share (3,562,500) and Olde Estate will receive one million one hundred and eighty-seven thousand five hundred shares (1,187,500).

(c) Balance of nine million five hundred thousand shares of Common Stock (9,500,000) to be issued upon future considerations of which Quick will receive seven million one hundred and twenty-five thousand shares (7,125,000) and Olde Estate will receive two million three hundred and seventy-five thousand shares (2,375,000).

4. CREATION OF SECURITY INTEREST

4.1 Grant of Security Interest. To secure the payment and performance of Customer's obligations hereunder, Customer hereby grants Quick a security interest in, and pledges to Quick all personal property assets of Customer (collectively, the "Collateral"), wherever located, whether now owned or hereafter acquired or arising, and all proceeds and products thereof. Upon payment in full of Customer's obligations to financial institutions and Quick's consulting agreement which has terminated Quick shall release its liens in the Collateral and all rights therein shall revert to Customer.

4.2 Authorization to File Financing Statements. Customer hereby authorizes Quick to file financing statements with all appropriate jurisdictions to perfect or protect Quick's interest or rights hereunder.

5. CONDITIONS PRECEDENT TO QUICK'S CONSULTING AGREEMENT

Quick's introduction to financial organizations to meet Company's objectives which the Company recognizes has already occurred is subject to the condition precedent that Customer shall have delivered or caused to have been delivered, in form and substance reasonably satisfactory to Quick, the following documents:

(a) two (2) originals of this Agreement duly executed by Customer;

(b) an officer's certificate dated as of a recent date (i) attaching the charter documents of Customer and certifying that they have not been amended since the date of their certification, (ii) attaching a copy of resolutions of Customer's Board of Directors authorizing the execution and delivery of this Agreement, (iii) regarding the incumbency of each officer executing documents in connection with this Agreement, and (iv) certifying that the representations and warranties contained herein are true and correct as of the date of closing;

(c) a guaranty by Tommy Berger (“Berger”) of Customer's obligations hereunder secured by (i) Berger's pledge of Ten Million (10,000,000) shares of Common Stock and (ii) a security interest in favor of Quick in proceeds received by Tommy Berger under that certain Letter of Intent, dated May 12, 2010, by and between Renaissance Investment Group, LLC and Tommy Berger et al; and

(d) release of pledge by Tommy Berger of ten million shares (10,000,000) upon payment of outstanding Letters of Credit or Customer's increased financial position.

(e) Customer hereby appoints Quick as Customer's financial advisor up and until all obligations, as stated in this agreement, has been paid in full after execution of this Agreement. The Compensation to Quick for serving as financial advisor shall be mutually agreed between Customer and Quick. Customer hereby grants Quick a right of first refusal, after written notice from Customer, to provide financing to Customer on the terms set forth in such notice. The right of first refusal granted to Quick hereunder will expire automatically if Quick does provide written notice of its desire to provide the financing that is the subject of the right of first refusal within three (3) business days after receipt of written notice of the right of first refusal is delivered to Quick. If Quick fails to timely exercise its right of first refusal, Customer shall be permitted to obtain from a third party the financing described in the notice delivered to Quick on substantially the same terms as set forth in such notice. If Quick exercises its right of first refusal but fails to provide the financing on the terms set forth in the notice describing the terms of such financing (including the time by which such financing must be provided), Quick shall be deemed to have breached a contractual obligation to provide such financing, and Quick shall be liable for and shall indemnify Customer for all damages arising out of such breach.

6. REPRESENTATIONS, WARRANTIES AND COVENANTS OF CUSTOMER

6.1 Representations and Warranties. Customer represents and warrants as follows:

(a) Due Organization. Customer is duly organized, validly existing, and in good standing under the laws of the State of Nevada with the power to own its assets and to transact business in Nevada, and in such other states where its business is conducted, except where the failure to do so could not reasonably be expected to have a material adverse effect on Customer's business.

(b) Power and Authority. Customer has the authority and power to execute and deliver any document required hereunder and to perform any condition or obligation imposed under the terms of such documents.

(c) No Breach. Customer's execution, delivery and performance of this Agreement and each document incident hereto will not violate any provision of any applicable law, regulation, order, judgment, decree, article of incorporation, by-law, material contract, agreement or other undertaking to which Customer is a party, or that purports to be binding on Customer or its assets and will not result in the creation or imposition of a lien on any of Customer's assets (except for the liens created pursuant to this Agreement).

(d) Litigation. There is no action, suit, investigation or proceeding pending or, to the knowledge of Customer, overtly threatened in writing, against or affecting Customer or any of its assets which, if adversely determined, would have a material adverse affect on the financial condition of Customer or the operation of its business.

(e) Title. On the date hereof, the assets constituting the Collateral are free and clear of all liens and encumbrances except those in favor of Quick.

6.2 Covenants. During the term of this Agreement, Customer shall:

(a) Taxes. Timely file all required tax returns and reports and timely pay all foreign, federal, state and local taxes, assessments, deposits and contributions owed by Customer, except for deferred payment of any taxes contested by Customer.

(b) Encumbrances. Not create or suffer to exist any lien, security interest or other charge or encumbrance upon or with respect to the Collateral except (i) liens for taxes and utility charges not yet due or that are being contested, (ii) liens created in the ordinary course of business in favor of banks and other financial institutions over balances of any accounts held at such banks or financial institutions, and (iii) pledges and deposits made in the ordinary course of business in compliance with workmen's compensation, unemployment or other insurance and other social security laws or regulations.

(c) No Interference. Not take any action expressly designed to impair Quick's security interest.

(d) No Breach. Quick's execution, delivery and performance of this Agreement and each document incident hereto will not violate any provision of any applicable law, regulation, order, judgment, decree, article of incorporation, by-law, material contract, agreement or other undertaking to which Quick is a party, or that purports to be binding on Borrower or its assets and will not result in the creation or imposition of a lien on any of Customer's assets (except for the liens created pursuant to this Agreement).

7. REPRESENTATIONS, WARRANTIES AND COVENANTS OF QUICK

7.1 Representations and Warranties. Quick represents and warrants as follows:

(a) Due Organization. Quick is duly organized, validly existing, and in good standing under the laws of the State of New York with the power to own its assets and to transact business in the State of Florida, and in such other states where its business is conducted.

(b) Power and Authority. Quick has the authority and power to execute and deliver any document required hereunder and to perform any condition or obligation imposed under the terms of such documents.

(c) Investigation; Economic Risk. Quick has had an opportunity to discuss the business and affairs of Customer with its officers. Quick has had access to information about Customer that Quick has requested. Quick possesses knowledge and experience in financial and business matters such that it is capable of evaluating the risks of the transactions contemplated by this Agreement and has the ability to bear the economic risks of holding the Shares for an indefinite period.

(d) Exemption from Registration; Restricted Securities. Quick understands that the Shares will not be registered under the Securities Act of 1933 (as amended, the "Securities Act"), by reason of a specific exemption from the registration provisions of the Act that depends upon, among other things, the accuracy of Quick's representation, made hereby, that Quick is an accredited investor as defined under Rule 501 promulgated under the Act. Quick understands that the Shares being acquired hereunder are restricted securities within the meaning of Rule 144 under the Act, and that the Shares are not registered and must be held indefinitely unless they are subsequently registered or an exemption from such registration is available.

(e) Restrictive Legends. Quick understands that each certificate representing the Shares and any other securities issued in respect of the Shares upon any stock split, stock dividend, recapitalization, merger or similar event will be stamped or otherwise imprinted with a legend substantially in the following form:

"THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 (AS AMENDED, THE "ACT"), OR UNDER THE SECURITIES LAWS OF ANY STATES. THESE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE, AND NEITHER THE SECURITIES NOR ANY INTEREST THEREIN MAY BE OFFERED, SOLD, TRANSFERRED, PLEDGED OR OTHERWISE DISPOSED OF EXCEPT AS PERMITTED UNDER THE ACT AND THE APPLICABLE STATE SECURITIES LAWS, PURSUANT TO AN EFFECTIVE REGISTRATION OR AN EXEMPTION FROM REGISTRATION THAT, IN THE OPINION OF COUNSEL REASONABLY SATISFACTORY TO THE ISSUER, IS AVAILABLE. HOLDERS SHOULD BE AWARE THAT THEY MAY BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME."

7.2 Covenants. Quick shall acquire any Shares solely for Quick's own account, (except for those shares previously designated to Olde Estate, LLC) not as a nominee or agent, and not with a view to or in connection with the sale or distribution of any part thereof.

8. EVENTS OF DEFAULT

Any one of the following shall constitute an event of default (an "Event of Default") under this Agreement:

(a) Failure by Customer to pay to Quick any principal, interest, cash receipt payment or consulting fees due to Quick hereunder within three (3) days after the same becomes due and fails to pay interest, principle, or any other payment due to any financial institution or entity that Quick has introduced to Customer will be considered a default under this agreement.

(b) Filing by Customer of a voluntary petition in bankruptcy seeking reorganization, arrangement or readjustment of debts, or any other relief under the Bankruptcy Code, as amended, or under any other insolvency act or law, state or federal, now or hereafter existing.

(c) Filing of an involuntary petition against Customer seeking reorganization, arrangement or readjustment of debts, or any other relief under the Bankruptcy Code, as amended, or under any other insolvency act or law, state or federal, now or hereafter existing, and the continuance thereof undismissed, unbonded, or undischarged for sixty (60) days.

9. QUICK'S RIGHTS AND REMEDIES

9.1 Rights on Event of Default. Upon the occurrence of an Event of Default, Quick may, without notice or demand, do any or all of the following:

(a) Declare all unpaid sums hereunder to be immediately due and payable.

(b) Stop providing consulting services for credit support for Customer's benefit under this Agreement or under any other agreement between Customer and Quick and terminate this Agreement.

9.2 Waivers. To the extent permitted by law, Customer waives any rights to presentment, demand, protest, or notice of any kind in connection with this Agreement.

9.3 Failure or Delay; Cumulative Remedies. No failure or delay on the part of Quick in exercising any right, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, power, or privilege. The rights and remedies provided to Quick herein are cumulative and not exclusive of any other rights or remedies provided at law or in equity.

9.4 Default Penalties. If an Event of Default under Section 8(a) occurs and continues uncured for more than three (3) consecutive business days, Customer agrees to issue to Quick as a penalty an additional Ten Million (10,000,000) shares of Common Stock per thirty- day period until such Event of Default has been cured.

10. PIGGYBACK REGISTRATION RIGHTS.

10.1 Piggyback Registration. If Customer proposes to file a registration statement under the Securities Act with respect to an offering of equity securities (a) for Customer's own account or (b) for the account of any of the holders of its equity securities, then Customer shall give written notice of such proposed filing to Quick (and each of its designees to whom Shares are delivered pursuant to this Agreement) as soon as practicable (but in no event less than ten (10) days before the anticipated filing date), and such notice shall offer Quick (and each designee of Quick to whom Shares are delivered pursuant to this Agreement) the opportunity to register such number of shares of Common Stock then standing in Quick's name (or in the name of the designees of Quick to whom Shares are delivered pursuant to this Agreement) as Quick (or any of its designees to whom Shares are delivered pursuant to this Agreement) may request on the same terms and conditions as Customer or the holders of equity securities included in such registration statement (a “Piggyback Registration”). If Quick (or any of its designees to whom Shares are delivered pursuant to this Agreement) desires any of its Common Stock be included in such registration statement, Quick (or the applicable designee of Quick) shall so advise Customer in writing (stating the number of shares of such Common Stock desired to be registered) within five (5) days after the date of such notice from Customer. Quick and each of its designees shall have the right to withdraw its request for inclusion of shares of Common Stock in any registration statement pursuant to this subsection by giving written notice to Customer of such withdrawal prior to the effective date of the registration statement. Subject to Section 102 below, Customer shall include in such registration statement all such Common Stock requested to be included therein; provided, however, that Customer at any time may withdraw or cease proceeding with any such registration if it shall at the same time withdraw or cease proceeding with the registration of all other securities originally proposed to be registered.

10.2 Underwriter's Advice. Notwithstanding anything contained herein, if the managing underwriter of an offering described in Section 10.1 above delivers to Customer a written opinion that marketing considerations require a limitation on the number of shares offered pursuant to any registration statement, then Customer shall include in such registration (a) first, the securities being offered for the account of Customer, and (b) second, the number of shares of Common Stock requested to be included that, in the opinion of such underwriter, can be sold.

10.3 Blackout Period. In the case of the registration of any underwritten primary offering initiated by Customer (other than any registrant by Customer on Form S-4 or Form S-8 (or any successor or substantially similar form), or of (a) an employee stock option, stock purchase or compensation plan or of securities issued or issuable pursuant to any such plan, or (b) a dividend reinvestment plan) or any underwritten secondary offering initiated at the request of a holder of securities of Customer (a "Registration Rights Holder") pursuant to registration rights granted by Customer, Quick (and each designee to whom Shares are delivered pursuant to this Agreement) agrees not to effect any public sale or distribution of securities of Customer during the period beginning fifteen (15) days prior to the closing date of such underwritten offering and during the period ending on ninety (90) days after such closing date (or such longer period, not to exceed one hundred and fifty (150) days, as may be reasonably requested by Customer or by the managing underwriter or underwriters).

11. TERM

This Agreement automatically shall expire on the date the later of eighteen (18) months from the date hereof or and that all fees due Quick, under consulting agreement, have been satisfied or paid in full and thereafter shall be of no further force or effect.

12. DISPUTE RESOLUTION

The parties agree to negotiate in good faith to resolve any dispute between them under this Agreement. If the good faith negotiations do not resolve the dispute within fifteen (15) days, both parties will agree to nominate and accept Howard B Katz as arbitrator, and both parties waive any conflict of interest Mr. Katz may have. If Howard Katz declines nomination and parties do not agree upon same arbitrator, then arbitration will proceed in accordance with the Commercial Rules of the American Arbitration Association by a panel of three qualified arbitrators. Each party will choose one arbitrator, and the two arbitrators so chosen jointly will select the third arbitrator. All arbitration proceedings will be held in Palm Beach County, Florida, and will be concluded within thirty (30) days from the date of selection of the third arbitrator. Any order or determination of the arbitral tribunal shall be final and binding upon the parties to the arbitration and may be entered in any court of competent jurisdiction. The parties will share evenly the costs of the arbitration, which will be limited to no more than Ten Thousand Dollars ($10,000).

13. GENERAL PROVISIONS

13.1 Survival. All representations and warranties made by either party in this Consulting Agreement and in any certificate delivered pursuant hereto shall survive the execution and delivery of this Agreement and the issuance of any Letters of Credit hereunder for so long as any amount remains owing to Quick under this Agreement.

13.2 Successors and Assigns. This Agreement will be binding upon and inure to the benefit of Quick and Customer and their respective successors and assigns, provided, however, that Customer may not assign or transfer its rights or delegate its duties hereunder without the prior written consent of Quick.

13.3 Notices. All notices, requests, demands and other communications provided for hereunder shall be in writing (including, without limitation, notice by telecopy) and addressed to Quick or Customer at the address or telecopier number shown for each party, respectively, below or, as to each party, at such other address as shall be designated by such party in a written notice to each other party complying as to delivery with the terms of this subsection.

If to Quick, to:

Quick Capital of Long Island Corp P.O. Box 238
Syosset, NY, 11791
Attention: Ted Doukas,
Telephone: (516) 589-0599
Facsimile: ( ) _____

if to Customer, to:

Stem Cell Assurance, Inc.
200 Glades Road, Suite 2
Boca Raton, FL 33432
Attn: Richard M Proodian, CFO
Telephone: (561) 362-4142
Facsimile: (561) 362-4451

with a copy (which shall not constitute notice hereunder) to:

Stephen P. Katz, Esq.
Peckar & Abramson, P.C. 70 Grand Avenue
River Edge, NJ 07661
Telephone: (201) 343-3434 Facsimile: (201) 343-6306

All notices addressed as above shall be deemed to have been properly given (i) if given by facsimile, when such facsimile is transmitted to the facsimile number specified in this subsection and a confirmation of such facsimile has been received by the sender; (ii) if mailed by certified or registered mail, return receipt requested, postage prepaid, on the fifth (5th) day following the day such notice is deposited in any post office station or letter box; or (iii) if served in person or sent by recognized overnight courier, when delivered at the addresses specified in this subsection.

13.4 Governing Law. This Agreement and all documents and instruments associated herewith will be governed by and construed and interpreted in accordance with the internal laws of the State of Florida applicable to contracts made and to be performed entirely within such state, without regard to conflict of laws principles.

13.5 Time of Essence. Time is of the essence for the performance of all obligations of either party in this Agreement.

13.6 Integration. This Agreement expresses, embodies and supersedes any previous understandings, agreements or commitments, whether written or oral, between the parties with respect to the general subject matter hereof.

13.7 Severability of Provisions. Each provision of this Agreement is severable from every other provision in determining the enforceability of any provision.

13.8 Fees and Expenses. Customer shall be responsible for the payment of reasonable attorney fees and filing fees incurred by Quick in connection with this Agreement. Customer agrees to pay all reasonable costs of collection (including court costs and reasonable attorney's fees) incurred by reason of an Event of Default.

13.9 Amendment; Modification. This Agreement may not be amended or modified except in writing signed by all parties hereto.

13.10 Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any of the parties hereto may execute this Agreement by signing any such counterpart.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

STEM CELL ASSURANCE, INC.
a Nevada corporation

By: */s/ Richard M. Proodian*
Name: Richard M. Proodian
Title: Chief Financial Officer

QUICK CAPITAL of LONG ISLAND CORP.,
a Corporation in the State of New York

By: */s/ Ted Doukas*
Name: Ted Doukas
Title: President

SETTLEMENT AGREEMENT

SETTLEMENT AGREEMENT (the "Agreement"), dated as of February 23, 2011, by and among **QUICK CAPITAL OF L.I. CORP**., a New York corporation ("Quick"), **OLDE ESTATE, LLC**, a Florida limited liability company ("Olde Estate"), and **STEM CELL ASSURANCE, INC**., a Nevada corporation (the "Company").

WHEREAS, Quick and the Company are parties to a Credit Support, Security and Registration Rights Agreement, dated as of August 17, 2010 (the "Credit Support Agreement").

WHEREAS, pursuant to the Credit Support Agreement, the Company has issued to Quick 24,937,500 shares of common stock of the Company (the "Quick Shares").

WHEREAS, pursuant to the Credit Support Agreement, the Company has issued to Quick a Promissory Note, dated August 18, 2010, in the principal amount of $25,000 (the "Note").

WHEREAS, pursuant to the Credit Support Agreement, Quick and Olde Estate were entitled to receive, under certain circumstances, an aggregate of 47,500,000 shares of common stock of the Company (including the Shares, as hereinafter defined).

WHEREAS, pursuant to the Credit Support Agreement, letters of credit were issued in connection with the purchase by the Company of certain pieces of equipment from ThermoGenesis Corp. ("ThermoGenesis") and Sound Surgical Technologies LLC ("Sound Surgical") (the "Letters of Credit").

WHEREAS, pursuant to Section 9.4 of the Credit Support Agreement, if an Event of Default (as defined therein) under Section 8(a) thereof occurred and continued for more than three (3) consecutive business days, the Company was to issue to Quick as a penalty an additional 10,000,000 shares of common stock of the Company for each 30 day period until such Event of Default was cured.

WHEREAS, Quick is willing to forego the issuance of such additional shares.

WHEREAS, the Company, Quick and Olde Estate wish to set forth the Company's remaining obligations to Quick and/or Olde Estate pursuant to the Credit Support Agreement and otherwise.

NOW, THEREFORE, in consideration of the premises and covenants set forth herein, the parties hereby agree as follows:

1. In full satisfaction of all of the Company's obligations under and pursuant to the Credit Support Agreement (including, without limitation, pursuant to Section 9.4 thereof) and otherwise to Quick and Olde Estate, concurrently, the Company is (a) paying to Quick the sum of Thirty-Five Thousand Seven Hundred Ninety-Three Dollars and Forty-Two Cents ($35,793.42), which amount represents the sum of $9,240 payable pursuant to the Credit Support Agreement plus all principal and interest payable pursuant to the Note to the date hereof and (b) issuing to Olde Estate, LLC eight million three hundred twelve thousand five hundred (8,312,500) shares of common stock of the Company (together with the Quick Shares, the "Shares"). The parties agree that Quick's security interest in the Company's assets is hereby terminated and that the Company is authorized to make any Uniform Commercial Code filings to reflect such termination. The parties agree that, except for Article 10 (with respect to the Shares), the Credit Support Agreement is hereby terminated and of no further force or effect.

2. In consideration of the foregoing, Quick and Olde Estate hereby release and discharge the Company and each and every of the current and former officers, directors and employees of the Company (each, a "Company Releasee," and collectively, the "Company Releasees"), from all actions, causes of action, suits, debts, dues, sums of money, accounts, bonds, bills, covenants, contracts, controversies, agreements, promises, damages, liens, judgments, claims and demands whatsoever, in law or equity, which, against any and all of the Company Releasees, Quick and/or Olde Estate and its or their successors or assigns ever had, now have or hereafter can, shall or may have for, upon, or by reason of any matter, cause or thing from the beginning of the world to the date hereof, including, without limitation, pursuant to, in connection with or with regard to the Credit Support Agreement (including, without limitation, pursuant to Section 9.4 thereof), whether now in effect or hereinafter arising, except for the obligations of the Company under Article 10 of the Credit Support Agreement.

3. In consideration of the foregoing, the Company hereby releases and discharges Quick and Olde Estate and each and every of the current and former officers, directors and employees of Quick and Olde Estate, including Ted Doukas and Howard Katz (each, a "Quick/Olde Estate Releasee," and collectively, the "Quick/Olde Estate Releasees"), from all actions, causes of action, suits, debts, dues, sums of money, accounts, bonds, bills, covenants, contracts, controversies, agreements, promises, damages, liens, judgments, claims and demands whatsoever, in law or equity, which, against any and all of the Quick/Olde Estate Releasees, the Company and its successors or assigns ever had, now have or hereafter can, shall or may have for, upon, or by reason of any matter, cause or thing from the beginning of the world to the date hereof, including, without limitation, pursuant to, in connection with or with regard to the Credit Support Agreement, whether now in effect or hereinafter arising, except for the obligations of Quick and Olde Estate (as a designee of Quick) under Article 10 of the Credit Support Agreement.

4. Concurrently with the execution of this Agreement, Quick is delivering to the Company the original Note, marked "cancelled" or "paid in full".

5. The Company hereby agrees to indemnify the Quick/Olde Estate Releasees and hold them harmless from and against any liabilities, including any reasonable legal fees, incurred by them to the issuers of the Letters of Credit that arise from ThermoGenesis and/or Sound Surgical demanding payment in their capacities as beneficiaries under the Letters of Credit.

6. Quick and Olde Estate understand and agree that the Company is relying and may rely upon the following representations and warranties made by them in entering into this Agreement:

(a) Each of Quick and Old Estate recognizes that the acquisition of the 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) it may not be able to liquidate its investment in the event of emergency; (ii) transferability is extremely limited; and (iii) it could sustain a complete loss of its investment.

(b) Each of Quick and Old Estate represents that it (i) is competent to understand and does understand the nature of its investment in the Shares; and (ii) is able to bear the economic risk of its investment in the Shares.

(c) Each of Quick and Old Estate represents 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 "1933 Act").

(d) Each of Quick and Old Estate represents that it has significant prior investment experience, including investment in restricted securities.

(e) Each of Quick and Olde Estate represents that it has reviewed all information regarding the Company that has been filed with the Pink OTC Markets. Each of Quick and Olde Estate also represents 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 Company; and that it has had the opportunity to consult with its own tax or financial advisor concerning an investment in the Company.

(f) Each of Quick and Olde Estate represents that the Shares are being acquired for its own account, for investment and not for distribution to others. Each of Quick and Olde Estate agrees that it will not sell, transfer or otherwise dispose of the Shares, or any portion thereof, unless they are registered under the 1933 Act or unless an exemption from such registration is available.

(g) Each of Quick and Olde Estate consents to the placement of a legend on the Shares stating that they have not been registered under the 1933 Act and setting forth or referring to the restrictions on transferability and sale thereof. 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.

(h) THE SHARES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF ANY STATES AND ARE BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF SAID ACT AND SUCH LAWS. THE 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. THE SHARES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION, ANY STATE SECURITIES COMMISSION OR ANY OTHER REGULATORY AUTHORITY. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

7. This Agreement has been executed freely, knowingly, and voluntarily without duress, coercion, or undue influence and the parties understand its terms and consent to all of its terms without reservation.

8. This Agreement constitutes the entire agreement among the parties concerning the subject matter hereof and supersedes all prior or contemporaneous agreements or arrangements between the parties relating to the subject matter hereof.

9. This Agreement may not be changed except by a written instrument executed by the parties hereto.

10. This Agreement shall be binding upon and inure to the benefit of the respective parties, and their successors and assigns.

11. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, excluding choice of laws principles thereof.

12. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same.

13. Any and all notices or other communications or deliveries required or permitted to be given or made pursuant to any of the provisions of this Agreement shall be deemed to have been duly given or made for all purposes when hand delivered or sent by certified or registered mail, return receipt requested and postage prepaid, or overnight mail or courier as follows:

If to the Company:

200 Glades Road, Suite 2
Boca Raton, Florida 33432
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.

If to Quick, at:

P.O. Box 238
Syosset, New York 11791
Attn: Ted Doukas, President

If to Olde Estate, at:

2234 N. Federal Highway
Suite 459
Boca Raton, Florida 33431

or such other address as shall be furnished in writing by any party, and any notice, delivery or communication given pursuant to the provisions hereof shall be deemed to have been given as of the date delivered or so mailed or transmitted.

14. Signatures hereon which are transmitted via facsimile, email or other electronic image shall be deemed original signatures.

15. The parties acknowledge that they have been represented by counsel, or have been 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 parties. The provisions of this Agreement shall be interpreted in a reasonable manner to give effect to the intent of the parties hereto.

16. In the event the check delivered pursuant to Section 1 hereof, is returned for any reason, this agreement shall be null and void.

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

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above written.

QUICK CAPITAL OF L.I. CORP.

By: /s/ Ted Doukas
Ted Doukas, President

OLDE ESTATE, LLC

By: /s/ Howard Katz

STEM CELL ASSURANCE, INC.

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

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

On the 1st day of March in the year 2011, before me, a Notary Public in and for said state, personally appeared Ted Doukas, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

/s/ Grace Martin
Notary Public: State of Florida

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

On the 1st day of March in the year 2011, before me, a Notary Public in and for said state, personally appeared Howard Katz, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

/s/ Grace Martin
Notary Public: State of Florida

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

On the ____ day of _____ in the year 2011, before me, a Notary Public in and for said state, personally appeared Mark Weinreb, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

/s/ Grace Martin
Notary Public: State of Florida

EXECUTIVE EMPLOYMENT AGREEMENT

This **EXECUTIVE EMPLOYMENT AGREEMENT** (this "Agreement") is made as of December 1, 2010 by and between **STEM CELL ASSURANCE, INC.**, a Nevada corporation (the "Company"), and Mandy Clark (the "Executive"). Certain capitalized terms used in this Agreement are defined in Section 11.

RECITALS

WHEREAS, the Company and the Executive desire to enter into an employment agreement which will set forth the terms and conditions upon which the Employee shall be employed by the Company and upon which the Company shall compensate the Employee.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Employment. The Company will employ the Executive, and the Executive accepts employment with the Company, upon the terms and conditions set forth in this Agreement, for the period beginning on the date of this Agreement and ending as provided in Section 5 (the "Employment Period").

2. Employment At-Will. Notwithstanding anything in this Agreement, the Executive and the Company understand and agree that the Executive is an employee at-will, and that the Executive may resign, or the Company may terminate the Executive's employment, at any time and for any or for no reason. Nothing in this Agreement shall be construed to alter the at-will nature of the Executive's employment.

3. Position and Duties. During the Employment Period, the Executive will serve in the position set forth on Schedule A to this Agreement and will render such managerial, analytical, administrative, financial and other executive services to, and shall have such responsibilities on behalf of, the Company and its Subsidiaries, as are from time to time necessary in connection with the management and affairs of the Company and its Subsidiaries, in each case subject to the authority of the Board of Directors of the Company (the "Board") to define and limit such executive services. The Executive responsibilities shall include, without limitation, those set forth on Schedule A attached hereto. The Executive will devote substantially all of his/her business time and attention (except for permitted vacation periods and reasonable periods of illness or other incapacity) to the business and affairs of the Company and its Subsidiaries, provided that the Executive will be permitted to (i) serve, with the prior written consent of the Board (such consent not to be unreasonably withheld), as a member of the board of directors or advisory boards of charitable organizations, (ii) engage in charitable activities and community affairs, and (iii) manage his/her personal investments and affairs, except that the Executive will limit the time devoted to the activities described in clauses (i), (ii), and (iii) so as not to materially interfere, individually or in the aggregate, with the performance of his/her duties and responsibilities hereunder. The Executive will perform his/her duties and responsibilities to the best of his/her abilities in a diligent, trustworthy, businesslike and efficient manner. The Executive will report to the person set forth on Schedule A or such other person as is determined by the Board.

4. Salary and Benefits.

(a) Salary. During the Employment Period, the Company will pay the Executive a salary at the rate set forth on Schedule A to this Agreement (as in effect from time to time, the "Salary") as compensation for services. The Salary will be payable in regular installments in accordance with the general payroll practices of the Company and its Subsidiaries and subject to applicable withholding requirements. The Company agrees to evaluate Executive's performance and Salary annually.

(b) Benefits. During the Employment Period, the Company will provide the Executive with medical, dental, life, long-term Disability insurance and other benefits under such plans as the Board may establish or maintain from time to time for similarly situated employees. The Executive will be entitled to the number of weeks of paid vacation each year set forth on Schedule A attached hereto. To the extent that the Executive does not use all the vacation time in any year, calculated as of each anniversary of the date of this Agreement, the unused vacation may not be carried over to the next year.

(c) Reimbursement of Expenses. During the Employment Period, the Company will reimburse the Executive for all reasonable out-of-pocket expenses incurred by him/her in the course of performing his/her duties that are consistent with the Company's policies in effect from time to time with respect to travel, entertainment and other business expenses, subject to the Company's requirements with respect to reporting and documentation of such expenses.

5. Termination.

(a) The Employment Period will continue until the earlier of: (i) the Executive's resignation for any or no reason; (ii) the death or Disability (which determination shall be made in good faith by a qualified physician selected by the Board or the Company's insurers, subject to the Executive's consent which shall not unreasonably be withheld); or (iii) the giving of notice of termination by the Company (A) for Cause or (B) for any other reason or for no reason (a termination described in this clause (iii)(B) being a termination by the Company "Without Cause").

(b) If the Company terminates the Employment Period Without Cause, then, so long as the Executive continues to comply with his/her continuing obligations hereunder, the Executive will be entitled to receive each of the following: (i) severance payments in an aggregate amount set forth on Schedule A to this Agreement (the "Cash Severance Amount"); and (ii) all accrued and unpaid Salary and unused vacation time for the then-current annual period (with the right to vacation time being pro rated for such period through the Termination Date) and all unreimbursed business expenses incurred through the Termination Date and payable pursuant to Section 4(c), which accrued and unpaid salary, unused vacation and unreimbursed expenses shall be payable in a lump sum within five (5) days after the Termination Date. The Executive shall also be entitled to any COBRA benefits to which the Executive is entitled by law (at the Executive's sole expense).

(c) If the Employment Period terminates by reason of (i) the Company's termination with Cause, or (ii) the Executive's resignation, then the Executive (or his/her estate in the case of his/her death) will be entitled to receive the amounts specified in clause (ii) of Section 5(b), as well as any COBRA benefits to which the Executive is entitled by law (at the Executive's sole expense).

(d) The Cash Severance Amount will be paid in equal bi-monthly installments over the [twenty-four (24)] month period following the Termination Date in accordance with the general payroll practices of the Company and subject to all applicable withholding requirements; provided, however, that the payment of the Severance Amount shall be conditioned upon the Executive (i) executing and delivering to the Company a general release of all past and present claims against the Company and its Subsidiaries substantially in the form attached hereto as Exhibit A (the "Form of Release"), within twenty-two (22) days of the date the Company delivers such general release (the "Release") to the Executive, and (ii) not exercising the Executive's revocation right during the period for revocation described in the Form of Release; provided, further, that, in the event of the Executive's breach of this Agreement, then the Company's obligation to pay the Severance Amount shall terminate and be of no further force or effect and the Executive shall be obligated to reimburse the Company for all Severance Amount payments previously made. To the extent that Severance Amounts are payable, they shall be made or commence on the fortieth (40th) day following the Termination Date. The first Severance Amount payment shall include all amounts that would have been paid following the Termination Date had the Release been effective immediately following the Termination Date but which were not yet paid.

(e) Upon the Termination Date, the Executive will be deemed to have resigned from each position (if any) that he/she then holds as an officer or director of the Company or any Subsidiary, and the Executive will take any action that the Company or any Subsidiary may reasonably request in order to confirm or evidence such resignation.

(f) Neither the termination or expiration of this Agreement nor the termination of the Executive's employment with the Company, whether by the Company or the Executive, whether for cause or without cause, and whether voluntary or involuntary, shall affect the continuing operation and effect of Section 6 hereof, which shall continue in full force and effect according to its terms. In addition, neither the termination or expiration of this Agreement nor the termination of the Executive's employment with the Company, whether by the Company or the Executive, whether for cause or without cause, and whether voluntary or involuntary, will result in a termination or waiver of any rights and remedies that the Company may have under this Agreement and applicable law.

(g) 11.3 In the event of the termination of this Agreement or the Executive's employment, whether by the Company or the Executive, whether for cause or without cause, and whether voluntary or involuntary, except as expressly provided for herein, the Executive shall not be entitled to any further compensation or benefits.

6. Restrictive Covenants.

(a) The services of the Executive are unique and extraordinary and essential to the business of the Company, especially since the Executive shall have access to the Company's customer lists, trade secrets and other privileged and confidential information essential to the Company's business. Therefore, the Executive agrees that, as a material inducement to, and a condition precedent to the Company's payment obligations hereunder and its other covenants herein, if the term of the Executive's employment hereunder shall expire or the Executive's employment shall at any time terminate for any reason whatsoever, with or without cause, the Executive will not at any time within one (1) year after such expiration or termination (the "Restrictive Covenant Period"), without the prior written approval of the Company, directly or indirectly, whether individually or as a principal, officer, stockholder, equity participant, employee, partner, joint venturer, member, manager, director or agent of, or lender, consultant or independent contractor to, any Person, or in any other capacity, other than on behalf of or for the benefit of the Company:

(i) anywhere in the United States of America, engage or participate in a business which, as of such expiration or termination date, is similar to or competitive with, directly or indirectly, that of the Company, and shall not make any investments in any such similar or competitive entity, except that the Executive may acquire up to one percent (1%) of the outstanding voting stock of any entity whose securities are listed on a stock exchange or Nasdaq;

(ii) cause or seek to persuade any director, officer, employee, customer, account, agent or supplier of, or consultant or independent contractor to, the Company or others with whom the Company has had a business relationship (collectively, "Business Associates") to discontinue or materially modify the status, employment or relationship of such Person with the Company, or to become employed in any activity similar to or competitive with the activities of the Company;

(iii) cause or seek to persuade any prospective customer, account, supplier or other Business Associate of the Company (which at the date of cessation of the Executive's employment with the Company was then actively being solicited by the Company) to determine not to enter into a business relationship with the Company or to materially modify its contemplated business relationship;

(iv) hire, retain or associate in a business relationship with, directly or indirectly, any director, officer or employee of the Company; or

(v) solicit or cause or authorize to be solicited, for or on behalf of the Executive or any third party, any business from, or the entering into a business relationship with, (a) others who are, or were within one (l) year prior to the cessation of the Executive's employment with the Company, customers, accounts or other Business Associates of the Company, or (b) any prospective customer, account or other Business Associate of the Company which at the date of such cessation was then actively being solicited by the Company.

The foregoing restrictions set forth in this Section 6 shall apply likewise during the Employment Period.

(b) (i) The Executive agrees to promptly disclose in writing to the Board all ideas, processes, methods, devices, business concepts, inventions, improvements, discoveries, know-how and other creative achievements (hereinafter referred to collectively as "Discoveries"), whether or not the same or any part thereof is capable of being patented, trademarked, copyrighted, or otherwise protected, which the Executive, while employed by the Company, conceives, makes, develops, acquires or reduces to practice, whether acting alone or with others and whether during or after usual working hours, and which are related to the Company's business or interests, or are used or usable by the Company, or arise out of or in connection with the duties performed by the Executive. The Executive hereby transfers and assigns to the Company all right, title and interest in and to such Discoveries (whether conceived, made, developed, acquired or reduced to practice on or prior to the date hereof or hereafter), including any and all domestic and foreign copyrights and patent and trademark rights therein and any renewals thereof. On request of the Company, the Executive will, without any additional compensation, from time to time during, and after the expiration or termination of, the Employment Period, execute such further instruments (including, without limitation, applications for copyrights, letters patent, trademarks and assignments thereof) and do all such other acts and things as may be deemed necessary or desirable by the Company to protect and/or enforce its right in respect of such Discoveries. All expenses of filing or prosecuting any patent, trademark or copyright application shall be borne by the Company, but the Executive shall cooperate in filing and/or prosecuting any such application. For purposes of this Agreement, any Discovery shall be deemed to have been made during the Employment Period if, during such period, the Discovery was conceived or first actually reduced to practice, and the Executive agrees that any patent application filed by the Executive within one (1) year after a termination of the Executive's employment with the Company shall be presumed to relate to an invention made during the Employment Period unless the Executive can establish the contrary. The parties agree that the foregoing covenant does not apply to any invention of the Executive for which no equipment, supplies, facility or trade secret information of the Company was used and which was developed entirely on the Executive's own time unless the invention relates to the business of the Company or to the Company's actual or demonstrably anticipated research or development, or the invention results from any work performed by the Executive for the Company.

(ii) The Executive acknowledges and agrees that, prior to the Executive's employment by the Company, he/she did not conceive, make, develop, acquire or reduce to practice any Discovery which is related to the Company's business or interests or is used or usable by the Company.

(c) (i) The Executive represents that he/she has been informed that it is the policy of the Company to maintain as secret all Confidential Information (as hereinafter defined) relating to the Company, including, without limitation, any and all knowledge or information with respect to secret or confidential methods, processes, plans, materials, customer lists or data, or with respect to any other confidential or secret aspect of the Company's activities, and further acknowledges that such Confidential Information is of great value to the Company. The Executive recognizes that, by reason of the Executive's employment with the Company, he/she has acquired and will acquire Confidential Information as aforesaid. The Executive confirms that it is necessary to protect the Company's goodwill, and, accordingly, hereby agrees that he/she will not, directly or indirectly (except where authorized by the Board for the benefit of the Company or as required by law, rule or regulation or applicable legal regulatory or administrative process or by a court of competent jurisdiction), at any time during the term of this Agreement or thereafter, divulge to any Person or use, or cause or authorize any Person to use, any such Confidential Information.

(ii) The Executive agrees that he/she will not, at any time, remove from the Company's premises any drawings, notebooks, data, magnetic tape, floppy disks, cd-roms or any other means of storing electronic data, or other Confidential Information relating to the business and procedures heretofore or hereafter acquired, developed and/or used by the Company, except where necessary in the fulfillment of the Executive's duties hereunder.

(iii) The Executive agrees that, upon the expiration or termination of his/her employment with the Company for any reason whatsoever, he/she shall promptly deliver to the Company any material relating to any Confidential Information or Discoveries, as well as all memoranda, notes, records, drawings, documents, or other writings whatsoever made, compiled, acquired, or received by the Executive during the term of his/her employment, arising out of, in connection with, or related to any activity or business of the Company including, but not limited to, the customers, suppliers, or other Business Associates, the arrangements of the Company with such parties, and the pricing and expansion policies and strategy of the Company, and the Executive further agrees that all of the above mentioned items are, and shall continue to be, the sole and exclusive property of the Company, and shall, together with all copies thereof, be returned and delivered to the Company within five (5) days of the termination of his/her employment, or at any time upon the Company's demand.

(iv) For purposes hereof, the term "Confidential Information" shall mean all information obtained by or given to the Executive, directly or indirectly, including, but not limited to, all correspondence, memoranda, files, manuals, books, lists, financial, operating or marketing records, forms, concepts, sales presentations, marketing programs, marketing strategy, business practices, bidding information, methods of operation, trademarks, patents, patent applications, licenses, technical information, customer leads, supplier lists, supplier leads, contract proposals, documents identifying past, present and future customers, hiring and training methods, personnel records, investment policies, pricing and cost information, financial and other confidential and proprietary information concerning the Company's operations and expansion plans, other trade secrets, any analyses, compilations or reports with regard to the foregoing, and all other information relating to the Company otherwise acquired by the Executive during the course of the Executive's employment with the Company, whether such information is in written form or on magnetic tape, floppy disks, cd-roms or other means of storing electronic data. Confidential Information shall not include information which (i) was in the public domain at the time furnished to, or acquired by, the Executive, or (ii) thereafter enters the public domain other than through disclosure, directly or indirectly, by the Executive or others in violation of an agreement of confidentiality or nondisclosure.

(d) The Executive agrees that, while he/she is employed by the Company, he/she will offer or otherwise make known or available to the Company, as directed by the CEO or the Board and without additional compensation or consideration, any business prospects, contacts or other business opportunities that the Executive may discover, find, develop or otherwise have available to the Executive in any field in which the Company is engaged, and further agrees that any such prospects, contacts or other business opportunities shall be the property of the Company.

(e) For purposes of this Section 6, the term "Company" shall mean and include the Company and any and all Subsidiaries and Affiliates of the Company in existence from time to time.

(f) In connection with the Executive's agreement to the restrictions set forth in this Section 6, the Executive acknowledges the benefits accorded to him/her pursuant to the provisions of this Agreement, including, without limitation, the agreement on the part of the Company to employ the Executive during the Employment Period (subject to the terms and conditions hereof). The Executive also acknowledges and agrees that the covenants set forth in this Section 6 are reasonable and necessary in order to protect and maintain the proprietary and other legitimate business interests of the Company and that the enforcement thereof would not prevent the Executive from earning a livelihood.

7. Restricted Shares. Concurrently with the execution of this Agreement, pursuant and subject to the terms and conditions of the Company's 2010 Equity Participation Plan and a Restricted Stock Grant Agreement of even date, the Executive is being granted the number of restricted shares set forth on Schedule A attached hereto, which restricted shares will vest as set forth thereon.

8. Deductions and Withholding. The Executive agrees that the Company shall withhold from any and all payments required to be made to the Executive pursuant to this Agreement all federal, state, local and/or other taxes which are required to be withheld in accordance with applicable statutes and/or regulations from time to time in effect.

9. Code Section 409A.

(a) The intent of the parties is that payments and benefits under this Agreement comply with Section 409A of the Internal Revenue Code of 1986, as amended (together with the regulations and guidance promulgated thereunder, "Code Section 409A"), and, accordingly, to the maximum extent permitted, this Agreement shall be interpreted to be in compliance therewith. To the extent that any provision hereof is modified in order to comply with Code Section 409A, such modification shall be made in good faith and shall, to the maximum extent reasonably possible, maintain the original intent and economic benefit to the parties hereto of the applicable provision without violating the provisions of Code Section 409A. In no event whatsoever shall the Company be liable for any additional tax, interest or penalty that may be imposed on the Executive by Code Section 409A.

(b) A termination of employment shall not be deemed to have occurred for purposes of any provision of this Agreement providing for the payment of any amounts or benefits constituting deferred compensation under Code Section 409A upon or following a termination of employment unless such termination of employment is also a "separation from service" within the meaning of Code Section 409A and, for purposes of any such provision of this Agreement, references to a termination of employment or like terms shall mean "separation from service." If the Executive is deemed on the date of termination to be a "specified employee" within the meaning of that term under Code Section 409A(a)(2)(B), then with regard to any payment or the provision of any benefit that is considered deferred compensation under Code Section 409A payable on account of a "separation from service," such payment or benefit shall be made or provided at the date which is the earlier of (i) the expiration of the six (6)-month period measured from the date of such "separation from service" of the Executive, and (ii) the date of the Executive's death (the "Delay Period"). Upon the expiration of the Delay Period, all payments and benefits delayed pursuant to this Section 9(b) (whether they would have otherwise been payable in a single sum or in installments in the absence of such delay) shall be paid or reimbursed to the Executive in a lump sum, and any remaining payments and benefits due under this Agreement shall be paid or provided in accordance with the normal payment dates specified herein.

(c) All expenses or other reimbursements under this Agreement shall be made on or prior to the last day of the taxable year following the taxable year in which such expenses were incurred by the Executive (provided that if any such reimbursements constitute taxable income to the Executive, such reimbursements shall be paid no later than March 15th of the calendar year following the calendar year in which the expenses to be reimbursed were incurred), and no such reimbursement or expenses eligible for reimbursement in any taxable year shall in any way affect the expenses eligible for reimbursement in any other taxable year.

(d) For purposes of Code Section 409A, the Executive's right to receive any installment payments pursuant to this Agreement shall be treated as a right to receive a series of separate and distinct payments. Whenever a payment under this Agreement specifies a payment period with reference to a number of days (e.g., "payment shall be made within sixty (60) days"), the actual date of payment within the specified period shall be within the sole discretion of the Company.

(e) In no event shall any payment under this Agreement that constitutes "deferred compensation" for purposes of Code Section 409A be offset by any other payment pursuant to this Agreement or otherwise.

10. Representations and Warranties. The Executive represents and warrants to the Company and its Subsidiaries that: (a) the Executive is not a party to or bound by any employment, noncompete, nonsolicitation, nondisclosure, confidentiality or similar agreement with any other Person; and (b) this Agreement constitutes a valid and legally binding obligation of the Executive, enforceable against him/her in accordance with its terms. The Company represents that this Agreement constitutes a valid and legally binding obligation of the Company, enforceable against it in accordance with its terms. All representations and warranties contained herein will survive the execution and delivery of this Agreement.

11. Certain Definitions. When used in this Agreement, the following terms will have the following meanings:

"Affiliate" means, with respect to any Person, any other Person that, directly or indirectly through one or more of its intermediaries, controls, is controlled by or is under common control with such Person.

"Cause" means any one or more of the following: (i) in the reasonable judgment of the Board, the Executive acts (including a failure to act) in a manner that constitutes gross misconduct or gross negligence or that is otherwise materially injurious to the Company or its Subsidiaries; (ii) the Executive breaches any material term of this Agreement, which breach remains uncured to the reasonable satisfaction of the Board following ten (10) days' written notice from the Company of such breach; provided, however, that the Company shall not be required to give the Executive a cure period on more than one occasion; (iii) in the reasonable judgment of the Board, the Executive has committed an act of fraud or misappropriation, or other act of dishonesty or illegal business practices relating to the Company or any of its Subsidiaries, customers or suppliers; (iv) the Executive's commission of any act which, if the Executive were convicted, would constitute a felony, a crime of moral turpitude or a crime involving the illegal use of drugs, or the Executive's entry of a plea of guilty or no contest thereto; (v) the Executive's willful failure or refusal to perform specific directives of the Board or the CEO; (vi) any alcohol or other substance abuse on the part of the Executive; (vii) any excessive absence of the Executive from his/her employment during normal working hours for reasons other than vacation or disability; (viii) the Executive's breach of any other material obligation under this Agreement; or (ix) any misrepresentation on the Employee's part herein set forth.

"CEO" means the Chief Executive Officer of the Company.

"COBRA" means the Consolidated Omnibus Budget Reconciliation Act of 1985 as amended from time to time.

"Disability" has the meaning that such term has under the Company's long term disability insurance plan.

"Person" means an individual, a partnership, a corporation, an association, a limited liability company, a joint stock company, a trust, a joint venture, an unincorporated organization or any other entity (including any governmental entity or any department, agency or political subdivision thereof).

"Subsidiaries" means, with respect to any Person, any corporation, limited liability company, partnership, association or other business entity of which (i) if a corporation, a majority of the total voting power of shares of stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors thereof is at the time owned or controlled, directly or indirectly, by such Person or one (1) or more of the other Subsidiaries of such Person or a combination thereof, or (ii) if a limited liability company, partnership, association or other business entity, a majority of the partnership or other similar ownership interest thereof is at the time owned or controlled, directly or indirectly, by any Person or one (1) or more Subsidiaries of such Person or entity or a combination thereof. For purposes hereof, a Person or Persons will be deemed to have a majority ownership interest in a limited liability company, partnership, association or other business entity if such Person or Persons will be allocated a majority of limited liability company, partnership, association or other business entity gains or losses or will be or control any managing director, managing member, or general partner of such limited liability company, partnership, association or other business entity. Unless stated to the contrary, as used in this Agreement the term Subsidiary means a Subsidiary of Parent.

"Termination Date" means the date on which the Employment Period ends pursuant to Section 5(a).

12. Cooperation in Legal Matters. The Executive will cooperate with the Company and its Subsidiaries during the term of the Executive's employment and thereafter with respect to any pending or threatened claim, action, suit, or proceeding, whether civil, criminal, administrative, or investigative (the "Claims"), by being reasonably available to testify on behalf of the Company or any Subsidiaries, and to assist the Company and its Subsidiaries by providing information, meeting and consulting with the Company and its Subsidiaries or their representatives or counsel, as reasonably requested. The Executive agrees not to disclose to or discuss with anyone who is not assisting the Company or any Subsidiary with the Claims, other than the Executive's personal attorney, the fact of or the subject matter of the Claims, except as required by law. The Executive further agrees to maintain the confidences and privileges of the Company and its Subsidiaries, and acknowledges that any such confidences and privileges belong solely to the Company and its Subsidiaries and can only be waived by the Company or any Subsidiary, not the Executive. In the event that the Executive is subpoenaed to testify, or otherwise requested to provide information in any matter relating to the Company or any Subsidiary, the Executive agrees to promptly notify the Company after receipt of such subpoena, summons or request for information, to reasonably cooperate with the Company or any Subsidiary with respect to such subpoena, summons or request for information, and to not voluntarily provide any testimony or information unless required by law or permitted by the Company.

13. Miscellaneous.

(a) Notices. All notices, demands or other communications to be given or delivered by reason of the provisions of this Agreement will be in writing and will be deemed to have been given (i) on the date of personal delivery to the recipient or an officer of the recipient, or (ii) when sent by telecopy or facsimile machine to the number shown below on the date of such confirmed facsimile or telecopy transmission (provided that a confirming copy is sent via overnight mail), or (iii) when properly deposited for delivery by a nationally recognized commercial overnight delivery service, prepaid, or by deposit in the United States mail, certified or registered mail, postage prepaid, return receipt requested. Such notices, demands and other communications will be sent to each party at the address indicated for such party below:

if to the Executive, to:

1033 NE 17th Way
Unit 1302
Fort Lauderdale, FL 33304

if to the Company, to:

200 Glades Road, Suite 2
Boca Raton, FL
Facsimile: (561) 362-4451
Attention: Chief Executive Officer

with a copy, which will not constitute notice to the Company, to:

Certilman Balin Adler & Hyman, LLP
90 Merrick Avenue
East Meadow, NY 11554
Facsimile: (516) 296-7111
Attention: Fred Skolnik, Esq.

or to such other address or to the attention of such other person as the recipient party has specified by prior written notice to the sending party.

(b) Consent to Amendments. No modification, amendment or waiver of any provision of this Agreement will be effective against any party hereto unless such modification, amendment or waiver is approved in writing by such party. No other course of dealing among the Company, the Subsidiaries, and the Executive or any delay in exercising any rights hereunder will operate as a waiver by any of the parties hereto of any rights hereunder.

(c) Assignability and Binding Effect. This Agreement will be binding upon and inure to the benefit of the Executive and his/her heirs, legal representatives, executors, administrators or successors, and will be binding upon and inure to the benefit of the Company and its successors and assigns. The Executive may not assign, transfer, pledge, encumber, hypothecate or otherwise dispose of this Agreement, or any of his/her rights or obligations hereunder, and any such attempted assignment or disposition shall be null and void and without effect.

(d) Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Agreement.

(e) Headings and Sections. The headings in this Agreement are inserted for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Agreement or any provision of this Agreement. Unless the context requires otherwise, all references in this Agreement to Sections, Exhibits or Schedules will be deemed to mean and refer to Sections, Exhibits or Schedules of or to this Agreement.

(f) Governing Law. All issues and questions concerning the application, construction, validity, interpretation and enforcement of this Agreement and any exhibits and schedules to this Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of the laws of any jurisdiction other than the State of Florida.

(g) Waiver of Jury Trial. EACH PARTY TO THIS AGREEMENT HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION (I) ARISING UNDER THIS AGREEMENT OR (II) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO IN RESPECT OF THIS AGREEMENT, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY, OR OTHERWISE. EACH PARTY TO THIS AGREEMENT HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION WILL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT THE PARTIES TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

(h) Submission to Jurisdiction. ANY AND ALL SUITS, LEGAL ACTIONS OR PROCEEDINGS ARISING OUT OF THIS AGREEMENT WILL BE BROUGHT IN THE COURTS OF THE STATE OF NEW YORK OR THE UNITED STATES DISTRICT COURT IN THE EASTERN DISTRICT OF NEW YORK, AND EACH PARTY HEREBY SUBMITS TO AND ACCEPTS THE EXCLUSIVE JURISDICTION OF SUCH COURTS FOR THE PURPOSE OF SUCH SUITS, LEGAL ACTIONS OR PROCEEDINGS. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OR ANY SUCH SUIT, LEGAL ACTION OR PROCEEDING IN ANY SUCH COURT AND HEREBY FURTHER WAIVES ANY CLAIM THAT ANY SUIT, LEGAL ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

(i) Service of Process. WITH RESPECT TO ANY AND ALL SUITS, LEGAL ACTIONS OR PROCEEDINGS ARISING OUT OF THIS AGREEMENT, EACH PARTY WAIVES PERSONAL SERVICE OF ANY SUMMONS, COMPLAINT OR OTHER PROCESS AND AGREES THAT SERVICE THEREOF MAY BE MADE BY ANY MEANS SPECIFIED FOR NOTICE PURSUANT TO SECTION 13(a).

(j) Confidentiality. The parties agree that this Agreement and the Release (if and when executed) are confidential and each party agrees not to disclose any information regarding the terms of this Agreement or the Release to any Person, except that the Company may disclose information regarding the terms of this Agreement or the Release to its Affiliates and any lenders or as required by law or regulation or the rules of any stock exchange or market on which the Company's securities are listed or traded, and Executive may disclose information regarding the terms of this Agreement or the Release to his/her immediate family. Each party may also disclose this information to their tax, legal or other counsel. Each party shall instruct each of the foregoing not to disclose the same to anyone.

(k) No Strict Construction. The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the parties hereto, and no presumption or burden of proof will arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

(l) Entire Agreement. Except as otherwise expressly set forth in this Agreement, this Agreement and the other agreements referred to in this Agreement embody the complete agreement and understanding among the parties to this Agreement with respect to the subject matter of this Agreement, and supersede and preempt any prior understandings, agreements, or representations by or among the parties or their predecessors, written or oral, that may have related to the subject matter of this Agreement in any way. This Agreement will be deemed effective on the date hereof upon the execution hereof.

(m) Time. Whenever the last day for the exercise of any privilege or the discharge or any duty hereunder falls upon a day that is not a Business Day, the party having such privilege or duty may exercise such privilege or discharge such duty on the next succeeding day that is a Business Day.

(n) Certain Terms. The use of the word "including" herein means "including without limitation." Any definitions used herein defined in the plural will be deemed to include the singular as the context may require and any definitions used herein defined in the singular will be deemed to include the plural as the context may require.

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

IN WITNESS WHEREOF, the parties hereto have executed this Executive Employment Agreement as of the date first written above.

STEM CELL ASSURANCE, INC.

/s/ Mark Weinreb
Name: Mark Weinreb
Title: Chief Executive Officer

/s/ Mandy D. Clark
Mandy D. Clark

SCHEDULE A

Position:	Vice President of Operations
Per Annum Salary:	$75,000, with an increase to $90,000 when Juniper, FL location opens and Executive begins working full time at said location.
Responsibilities:	Manage Company's day-to-day operations, including but not limited to organization and analysis of product lines, production plans, quality control, budgets, outsourcing, efficiency, cost-effectiveness, Company abilities, training needs, and staff direction and supervision.
Report to:	CEO
Vacation:	4 weeks
Cash Severance Amount:	$50,000

EXHIBIT A

GENERAL RELEASE

I, Mandy Clark, in consideration of and subject to the performance by Stem Cell Assurance, Inc., a Nevada corporation (the "Company"), of its obligations under the Executive Employment Agreement by and between the Company and myself, dated as of December 1, 2010 (as amended from time to time, the "Agreement"), do hereby release and forever discharge as of the date hereof, the Company and each of its subsidiaries, affiliates and predecessors (including, without limitation, and to the extent that they could be liable in respect of their position with any of the foregoing, each of the present and former managers, directors, officers, direct or indirect equity holders, agents, representatives, employees, subsidiaries, affiliates, predecessors, successors, assigns, beneficiaries, heirs, executors, insurers, personal representatives, and attorneys of the parties referenced in clauses (i) and (ii) above) (collectively, the "Released Parties") to the extent provided below.

1. I understand that any payments or benefits paid or granted to me under Section 5 of the Agreement represent, in part, consideration for signing this General Release and are not salary, wages or benefits to which I was already entitled. I understand and agree that I will not receive the payments and benefits specified in Section 5(b) of the Agreement unless I execute this General Release and do not revoke this General Release within the time period permitted hereafter or breach this General Release. I also acknowledge and represent that I have received all payments and benefits payment and provision of which were due to me, as of the date hereof, by virtue of any employment by the Company.

2. Except as provided in paragraph 4 below, I knowingly and voluntarily (for myself, my heirs, executors, administrators and assigns) release and forever discharge the Released Parties from any and all claims, suits, controversies, actions, causes of action, cross-claims, counter-claims, demands, debts, compensatory damages, liquidated damages, punitive or exemplary damages, other damages, claims for costs and attorneys' fees, or liabilities of any nature whatsoever in law and in equity, both past and present (through the date this General Release becomes effective and enforceable) and whether known or unknown, suspected, or claimed against any of the Released Parties which I, my spouse, or any of my heirs, executors, administrators or assigns, may have, which arise out of or are connected with my employment with, or my separation or termination from, the Company (including, but not limited to, any allegation, claim or violation, arising under: Title VII of the Civil Rights Act of 1964, as amended; the Civil Rights Act of 1991; the Age Discrimination in Employment Act of 1967, as amended (including the Older Workers Benefit Protection Act); the Equal Pay Act of 1963, as amended; the Americans with Disabilities Act of 1990; the Family and Medical Leave Act of 1993; the Worker Adjustment Retraining and Notification Act; the Employee Retirement Income Security Act of 1974; any applicable Executive Order Programs; the Fair Labor Standards Act; or their state or local counterparts; or under any other federal, state or local civil or human rights law, or under any other local, state, or federal law, regulation or ordinance; or under any public policy, contract or tort, or under common law; or arising under any policies, practices or procedures of the Company or any of its affiliates; or any claim for wrongful discharge, breach of contract, infliction of emotional distress or defamation; or any claim for costs, fees, or other expenses, including attorneys' fees incurred in these matters) (all of the foregoing collectively referred to herein as the "Claims"). Notwithstanding any other provision of this Release to the contrary, this Release does not encompass, and I do not release, waive or discharge, the obligations of any of the Parties (a) to make the payments and provide the other benefits contemplated by the Agreement, or (b) under any restricted stock agreement, option agreement or other agreement pertaining to my equity ownership, or (c) under any indemnification or similar agreement with me.

3. I represent that I have made no assignment or transfer of any right, claim, demand, cause of action, or other matter covered by paragraph 2 above.

4. I agree that this General Release does not waive or release any rights or claims that I may have under the Age Discrimination in Employment Act of 1967 which arise after the date I execute this General Release. I acknowledge and agree that my separation from employment with the Company in compliance with the terms of the Agreement shall not serve as the basis for any claim or action (including, without limitation, any claim under the Age Discrimination in Employment Act of 1967).

5. In signing this General Release, I acknowledge and intend that it shall be effective as a bar to each and every one of the Claims hereinabove mentioned or implied. I expressly consent that this General Release shall be given full force and effect according to each and all of its express terms and provisions, including those relating to unknown and unsuspected Claims (notwithstanding any state statute that expressly limits the effectiveness of a general release of unknown, unsuspected and unanticipated Claims), if any, as well as those relating to any other Claims hereinabove mentioned or implied. I acknowledge and agree that this waiver is an essential and material term of this General Release and that without such waiver the Company would not have agreed to the terms of the Agreement. I further agree that in the event I should bring a Claim seeking damages against any Released Party, or in the event I should seek to recover against any Released Party in any Claim brought by a governmental agency on my behalf, this General Release shall serve as a complete defense to such Claims. I further agree that I have not filed and am not aware of any pending Claim as of the execution of this General Release.

6. I agree that neither this General Release, nor the furnishing of the consideration for this General Release, shall be deemed or construed at any time to be an admission by the Company, any Released Party or myself of any improper or unlawful conduct.

7. Nothing in this Agreement shall be construed to preclude me from participating or cooperating in any investigation or proceeding conducted by the Equal Employment Opportunity Commission or any other state or federal administrative agency. However, in the event that a charge or complaint is filed against the Released Parties, or any of them, with any administrative agency or in the event of an authorized investigation, charge or lawsuit filed against the Released Parties, or any of them, by any administrative agency, I expressly waive and shall not accept any award or damages therefrom.

8. Notwithstanding anything in this General Release to the contrary, this General Release shall not relinquish, diminish, or in any way affect any of my rights or claims arising out of any breach by the Company after the date hereof of the Agreement if and to the extent those rights, in each case by their specific terms, survive termination of my employment with the Company.

9. Whenever possible, each provision of this General Release shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this General Release is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or any other jurisdiction, but this General Release shall be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein. However, should Section 2 of this General Release be declared or determined by any tribunal, administrative agency or court of competent jurisdiction to be illegal or invalid, and should I thereupon seek to institute any claims that would have been within the scope of Section 2, the Company shall be entitled to immediate repayment, and I shall immediately return, all of the severance payments that I have received, and the Company shall not be obligated to make any further severance payments.

BY SIGNING THIS GENERAL RELEASE, I REPRESENT AND AGREE THAT:

10. I HAVE READ IT CAREFULLY;

11. I UNDERSTAND ALL OF ITS TERMS AND KNOW THAT I AM GIVING UP IMPORTANT RIGHTS, INCLUDING BUT NOT LIMITED TO, RIGHTS UNDER THE AGE DISCRIMINATION IN EMPLOYMENT ACT OF 1967, AS AMENDED, TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED, THE EQUAL PAY ACT OF 1963, THE AMERICANS WITH DISABILITIES ACT OF 1990, AND THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED;

12. I VOLUNTARILY CONSENT TO EVERYTHING IN IT;

13. I HAVE BEEN ADVISED TO CONSULT WITH AN ATTORNEY BEFORE EXECUTING IT AND I HAVE DONE SO OR, AFTER CAREFUL READING AND CONSIDERATION I HAVE CHOSEN NOT TO DO SO OF MY OWN VOLITION;

14. I HAVE HAD AT LEAST 21 DAYS FROM THE DATE OF MY RECEIPT OF THIS RELEASE SUBSTANTIALLY IN ITS FINAL FORM ON December 1, 2010 TO CONSIDER IT AND THE CHANGES MADE SINCE THE November 24, 2010 VERSION OF THIS RELEASE ARE NOT MATERIAL OR WERE MADE AT MY REQUEST AND WILL NOT RESTART THE REQUIRED 21-DAY PERIOD;

15. I UNDERSTAND THAT I HAVE SEVEN DAYS AFTER THE EXECUTION OF THIS RELEASE TO REVOKE IT AND THAT THIS RELEASE SHALL NOT BECOME EFFECTIVE OR ENFORCEABLE UNTIL THE REVOCATION PERIOD HAS EXPIRED;

16. I HAVE SIGNED THIS GENERAL RELEASE KNOWINGLY AND VOLUNTARILY AND WITH THE ADVICE OF ANY COUNSEL RETAINED TO ADVISE ME WITH RESPECT TO IT; AND

17. I AGREE THAT THE PROVISIONS OF THIS GENERAL RELEASE MAY NOT BE AMENDED, WAIVED, CHANGED OR MODIFIED EXCEPT BY AN INSTRUMENT IN WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE COMPANY AND BY ME.

DATE: December 1, 2010

By: /s/ Mandy D. Clark
Mandy D. Clark

THIS PROMISSORY NOTE HAS BEEN ACQUIRED FOR INVESTMENT PURPOSES ONLY AND NOT FOR DISTRIBUTIONAND MAY BE TRANSFERRED OR OTHERWISE DISPOSED OF ONLY IN COMPLIANCE WITH THE SECURITIES ACT OF l933, AS AMENDED (THE "ACT").

STEM CELL ASSURANCE, INC.

_____, 2011

PROMISSORY NOTE

Due _____, 2011
(or Later Under Certain Circumstances)

STEM CELL ASSURANCE, INC., a Nevada corporation (the "Company"), for value received, hereby promises to pay to _____ or order (the "Holder") on _____, 2011 (the "Initial Maturity Date') (provided, however, that the Company may, upon notice given to the Holder no later than fourteen (14) days prior to the Initial Maturity Date, extend such date for an additional three (3) months (as extended, the "Maturity Date") at the offices of the Company, 200 Glades Road, Suite 2, Boca Raton, Florida 33432, the principal sum of _____ **($_____) DOLLARS** in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts and to pay interest on said principal sum at the rate of ten percent (10%) per annum through the Initial Maturity Date. In the event that the Maturity Date is extended as provided for herein, the rate of interest payable hereunder during such extended period shall be fifteen percent (15%) per annum. Interest on the principal balance of this Promissory Note ("Note") from the date hereof shall be payable on the _____ day of each month commencing on _____, 2011.

1. Series of Notes. This Note is one of a series of Promissory Notes, identical in form (the "Notes"), issued on or about the date hereof, in the aggregate principal amount of up to $3,800,000. All Notes in such series shall rank equally and ratably without preference or priority of any said Notes over any others thereof.

2. Registered Owner. The Company may consider and treat the person in whose name this Note shall be registered as the absolute owner thereof for all purposes whatsoever (whether or not this Note shall be overdue) and the Company shall not be affected by any notice to the contrary. Subject to the provisions hereof, the registered owner of this Note shall have the right to transfer it by assignment and the transferee thereof, upon its registration as owner of this Note, shall become vested with all the powers and rights of the transferor. Registration of any new owner shall take place upon presentation of this Note to the Company at its offices together with the Note 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 its address, and shall submit appropriate evidence regarding the transfer so that this Note may be registered in the name of the transferee. This Note 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 Note not registered at the time of sending the communication.

3. Right to Accelerate. In the event that the Company receives net proceeds of at least $5,000,000 from an equity or debt financing, the Holder shall have the right, upon written notice to the Company, to accelerate the Maturity Date to the date thereof and demand that the entire unpaid principal amount of this Note then outstanding, together with accrued interest thereon, be forthwith due and payable whereupon the same shall become forthwith due and payable.

4. Events of Default. If the Company shall (i) fail to make any payment due hereunder and such failure shall continue unremedied for a period of fifteen (15) days following receipt of written notice thereof from the Holder; (ii) admit in writing its inability to pay its debts generally as they mature; (iii) make a general assignment for the benefit of creditors; (iv) be adjudicated a bankrupt or insolvent; (v) file a voluntary petition in bankruptcy or a petition or an answer seeking an arrangement with creditors; (vi) take advantage of any bankruptcy, insolvency or readjustment of debt law or statute or file an answer admitting the material allegations of a petition filed against it in any proceeding under any such law; (vii) apply for or consent to the appointment of a receiver, trustee or liquidator for all or substantially all of its assets; or (viii) have an involuntary case commenced against it under the Federal bankruptcy laws, which case is not dismissed or stayed within sixty (60) days (each an "Event of Default"), then, at any time thereafter and unless such Event of Default shall have been cured or shall have been waived in writing by the Holder, the Holder may, by written notice to the Company, declare the entire unpaid principal amount of this Note then outstanding, together with accrued interest thereon, to be forthwith due and payable, whereupon the same shall become forthwith due and payable.

5. Investment Intent. The Holder, by its acceptance hereof, hereby represents and warrants that this Note is being acquired for investment purposes only and without a view to the distribution thereof, and may be transferred only in compliance with the Act.

6. Transfer to Comply with the Securities Act of l933. This Note may not be sold or otherwise disposed of except as follows: (a) to a person or entity to whom this Note may legally be transferred without registration and without the delivery of a current prospectus under the Act with respect thereto or (b) to any person or entity upon delivery of a prospectus then meeting the requirements of the Act relating to such securities and the offering thereof for such sale or disposition, and thereafter to all successive assignees.

7. Applicable Law. This Note is issued under and shall for all purposes be governed by and construed in accordance with the laws of the State of New York, excluding choice of law rules thereof.

8. Notices. Any notice required or permitted to be given pursuant to this Note shall be deemed to have been duly given when delivered by hand or sent by certified or registered mail, return receipt requested and postage prepaid, overnight mail or telecopier as follows:

If to the Holder:

_____
_____
_____

If to the Company:

200 Glades Road
Suite 2
Boca Raton, Florida 33432
Attn: Chief Executive Officer
Facsimile No.: (561) 362-4451

With a copy to

Certilman Balin Adler & Hyman, LLP
90 Merrick Avenue
East Meadow, NY 11554
Attn: Fred Skolnik, Esq.
Facsimile No.: (516) 296-7111

or at such other address as the Holder or the Company shall designate by notice to the other given in accordance with this Section 8.

9. Miscellaneous. This Note evidences the entire obligation of the Company with respect to the repayment of the principal amount hereof and the other matters provided for herein. No provision of this Note may be modified except by an instrument in writing signed by the Company and the Holder. Payment of interest due under this Note prior to the Maturity Date shall be made to the registered Holder of this Note. Payment of principal and interest due upon maturity shall be made to the registered Holder of this Note on or after the Maturity Date contemporaneous with and upon presentation of this Note for payment. No interest shall be due on this Note for such period of time that may elapse between the Maturity Date and its presentation for payment.

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

IN WITNESS WHEREOF, the Company has caused this Note 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.

STEM CELL ASSURANCE, INC.

By: _____

Mark Weinreb, Chief Executive Officer

STEM CELL ASSURANCE, INC.

PROMISSORY NOTE

DUE _____, 2011
(OR LATER UNDER CERTAIN CIRCUMSTANCES)

NOTE ASSIGNMENT FORM

FOR VALUE RECEIVED

The undersigned _____ (please print or typewrite name of assignor) hereby sells, assigns and transfers unto _____
(please print or typewrite name, address and social security or taxpayer identification number, if any, of assignee) the within Promissory Note of Stem Cell Assurance, Inc., dated _____, 2010, in the original principal amount of $_____ and hereby authorizes the Company to transfer this Note on its books.

If the Holder is an individual:

_____
Name(s) of Holder

_____
Signature of Holder

_____
Signature, if jointly held

_____
Date

If the Holder is not an individual:

_____
Name of Holder

By:_____
Signature of Authorized Representative

_____
Name and Title of Authorized Representative

_____
Date

_____
(Signature(s) guaranteed)

STEM CELL CAYMAN LTD.

FEBRUARY 9, 2011

PROMISSORY NOTE

DUE MAY 9, 2011
(OR LATER UNDER CERTAIN CIRCUMSTANCES)

STEM CELL CAYMAN LTD. , a Cayman Islands corporation (the "Company"), for value received, hereby promises to pay to**WESTBURY (BERMUDA) LTD.** or order (the "Holder") on May 9, 2011 (the "Initial Maturity Date') (provided, however, that the Company may, upon notice given to the Holder no later than fourteen (14) days prior to the Initial Maturity Date, extend such date for an additional three (3) months (as extended, the "Maturity Date") at the offices of the Company, c/o Campbells, 4th Floor, Scotia Centre, Albert Panton Street, George Town, Grand Cayman, Cayman Islands, the principal sum of **ONE MILLION FIFTY THOUSAND ($1,050,000) DOLLARS** and to pay interest on said principal sum at the rate of ten percent (10%) per annum through the Initial Maturity Date. In the event that the Maturity Date is extended as provided for herein, the rate of interest payable hereunder during such extended period shall be fifteen percent (15%) per annum. Interest on the principal balance of this Promissory Note ("Note") from the date hereof shall be payable on the first day of each month commencing on March 1, 2011.

1. Registered Owner. The Company may consider and treat the person in whose name this Note shall be registered as the absolute owner thereof for all purposes whatsoever (whether or not this Note shall be overdue) and the Company shall not be affected by any notice to the contrary. Subject to the provisions hereof, the registered owner of this Note shall have the right to transfer it by assignment and the transferee thereof, upon its registration as owner of this Note, shall become vested with all the powers and rights of the transferor. Registration of any new owner shall take place upon presentation of this Note to the Company at its offices together with the Note 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 its address, and shall submit appropriate evidence regarding the transfer so that this Note may be registered in the name of the transferee. This Note 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 Note not registered at the time of sending the communication.

2. Right to Accelerate. In the event that Stem Cell Assurance, Inc., a Nevada corporation and parent of the Company, receives net proceeds of at least $5,000,000 from an equity or debt financing, the Holder shall have the right, upon written notice to the Company, to accelerate the Maturity Date to the date thereof and demand that the entire unpaid principal amount of this Note then outstanding, together with accrued interest thereon, be forthwith due and payable whereupon the same shall become forthwith due and payable.

3. Events of Default. If the Company shall (i) fail to make any payment due hereunder and such failure shall continue unremedied for a period of fifteen (15) days following receipt of written notice thereof from the Holder; (ii) admit in writing its inability to pay its debts generally as they mature; (iii) make a general assignment for the benefit of creditors; (iv) be adjudicated a bankrupt or insolvent; (v) file a voluntary petition in bankruptcy or a petition or an answer seeking an arrangement with creditors; (vi) take advantage of any bankruptcy, insolvency or readjustment of debt law or statute or file an answer admitting the material allegations of a petition filed against it in any proceeding under any such law; (vii) apply for or consent to the appointment of a receiver, trustee or liquidator for all or substantially all of its assets; or (viii) have an involuntary case commenced against it under any bankruptcy law, which case is not dismissed or stayed within sixty (60) days (each an "Event of Default"), then, at any time thereafter and unless such Event of Default shall have been cured or shall have been waived in writing by the Holder, the Holder may, by written notice to the Company, declare the entire unpaid principal amount of this Note then outstanding, together with accrued interest thereon, to be forthwith due and payable, whereupon the same shall become forthwith due and payable.

4. Applicable Law. This Note is issued under and shall for all purposes be governed by and construed in accordance with the laws of the Cayman Islands, excluding choice of law rules thereof.

5. Notices. Any notice required or permitted to be given pursuant to this Note shall be deemed to have been duly given when delivered by hand or sent by certified or registered mail, return receipt requested and postage prepaid, overnight mail or telecopier as follows:

If to the Holder:

Victoria Hall
11 Victoria Street
PO Box HM 1065
Hamilton HM EX
Bermuda

If to the Company:

c/o Campbells
4th Floor, Scotia Centre
Albert Panton Street
George Town, Grand Cayman
Cayman Islands
Attn: John Wolf
Facsimile No.: (345) 949-8613

With a copy to

c/o Campbells
4th Floor, Scotia Centre
Albert Panton Street
George Town, Grand Cayman
Cayman Islands
Attn: John Wolf
Facsimile No.: (345) 949-8613

or at such other address as the Holder or the Company shall designate by notice to the other given in accordance with this Section 5.

6. Miscellaneous. This Note evidences the entire obligation of the Company with respect to the repayment of the principal amount hereof and the other matters provided for herein. No provision of this Note may be modified except by an instrument in writing signed by the Company and the Holder. Payment of interest due under this Note prior to the Maturity Date shall be made to the registered Holder of this Note. Payment of principal and interest due upon maturity shall be made to the registered Holder of this Note on or after the Maturity Date contemporaneous with and upon presentation of this Note for payment. No interest shall be due on this Note for such period of time that may elapse between the Maturity Date and its presentation for payment.

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

IN WITNESS WHEREOF, the Company has caused this Note 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.

STEM CELL CAYMAN LTD.

By: /s/ Mark Weinreb

STEM CELL CAYMAN LTD.

PROMISSORY NOTE

DUE MAY 9, 2011
(OR LATER UNDER CERTAIN CIRCUMSTANCES)

NOTE ASSIGNMENT FORM

FOR VALUE RECEIVED

The undersigned _____ (please print or typewrite name of assignor) hereby sells, assigns and transfers unto (please print or typewrite name, address and social security or taxpayer identification number, if any, of assignee) the within Promissory Note of Stem Cell Cayman Ltd., dated February 9, 2011, in the original principal amount of $1,050,000 and hereby authorizes the Company to transfer this Note on its books.

If the Holder is an individual:

_____
Name(s) of Holder

_____
Signature of Holder

_____
Signature, if jointly held

_____
Date

If the Holder is not an individual:

_____
Name(s) of Holder

By: _____
Signature of Authorized Representative

_____
Name and Title of Authorized Representative

_____
Date

(Signature(s) guaranteed)

STOCK OPTION AGREEMENT, made as of the 15th day of December, 2010, between **STEM CELL ASSURANCE INC.**, a Nevada corporation (the "Company"), and _____ (the "Optionee").

_____

WHEREAS, the Optionee is an employee of the Company or a parent or subsidiary thereof;

WHEREAS, the Company desires to provide to the Optionee an additional incentive to promote the success of the Company.

NOW, **THEREFORE**, in consideration of the foregoing, the Company hereby grants to the Optionee the right and option to purchase shares of Common Stock of the Company under and pursuant to the terms and conditions of the Company's 2010 Equity Participation Plan (the "Plan") and upon and subject to the following terms and conditions:

1. **GRANT OF OPTION**. The Company hereby grants to the Optionee the right and option (the "Option") to purchase up to Four Million (4,000,000) shares of Common Stock of the Company (the "Option Shares") during the period commencing on December 15, 2010 and terminating at 11:59 P.M. on December 14, 2020.

2. **NATURE OF OPTION**. The Option is intended to meet the requirements of Section 422 of the Internal Revenue Code of 1986, as amended, relating to "incentive stock options".

3. **EXERCISE PRICE**. The exercise price of each of the Option Shares shall be One Cent ($0.01) (the "Exercise Price"). The Company shall pay all original issue or transfer taxes on the exercise of the Option.

4. **EXERCISE OF OPTIONS**. The Option shall be exercised in accordance with the provisions of the Plan. As soon as practicable after the receipt of notice of exercise and payment of the Exercise Price as provided for in the Plan, the Company shall tender to the Optionee a certificate issued in the Optionee=s name evidencing the number of Option Shares covered thereby.

5. **TRANSFERABILITY**. The Option shall not be transferable other than by will or the laws of descent and distribution and, during the Optionee=s lifetime, shall not be exercisable by any person other than the Optionee.

6. **INCORPORATION BY REFERENCE**. The terms and conditions of the Plan are hereby incorporated by reference and made a part hereof.

7. **NOTICES**. Any notice or other communication given hereunder shall be deemed sufficient if in writing and hand delivered or sent by registered or certified mail, return receipt requested, addressed to the Company, 200 Glades Road, Suite 2, Boca Raton, Florida 33432, Attention: Chief Executive Officer, and to the Optionee at the address indicated below. Notices shall be deemed to have been given on the date of hand delivery or mailing, except notices of change of address, which shall be deemed to have been given when received.

8. **BINDING EFFECT**. This Stock Option Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.

9. **ENTIRE AGREEMENT**. This Stock Option Agreement, together with the Plan, contains the entire understanding of the parties hereto with respect to the subject matter hereof and may be modified only by an instrument executed by the party sought to be charged.

10. **GOVERNING LAW**. This Stock Option Agreement shall be governed by, and construed in accordance with, the laws of the State of Nevada, excluding choice of law rules thereof.

11. **EXECUTION IN COUNTERPARTS**. This Stock Option Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which together shall constitute one and the same instrument.

12. **FACSIMILE SIGNATURES**. Signatures hereon which are transmitted via facsimile, or other electronic image, shall be deemed original signatures.

13. **INTERPRETATION; HEADINGS**. The provisions of this Stock Option Agreement shall be interpreted in a reasonable manner to give effect to the intent of the parties hereto. The headings and captions under sections and paragraphs of this Stock Option Agreement are for convenience of reference only and do not in any way modify, interpret or construe the intent of the parties or affect any of the provisions of this Stock Option Agreement.

[***Remainder of page intentionally left blank; signature page follows***]

IN WITNESS WHEREOF, the parties have executed this Stock Option Agreement as of the day and year first above written.

STEM CELL ASSURANCE, INC.

By:_____
Name:
Title:

_____
Signature of Optionee

_____
Name of Optionee

_____
Address of Optionee

STOCK OPTION AGREEMENT, made as of the 15th day of December, 2010, between **STEM CELL ASSURANCE, INC.**, a Nevada corporation (the "Company"), and _____ (the "Optionee").

_____

WHEREAS, the Optionee is a non-employee director of the Company;

WHEREAS, the Company desires to provide to the Optionee an additional incentive to promote the success of the Company.

NOW, **THEREFORE**, in consideration of the foregoing, the Company hereby grants to the Optionee the right and option to purchase shares of Common Stock of the Company under and pursuant to the terms and conditions of the Company's 2010 Equity Participation Plan (the "Plan") and upon and subject to the following terms and conditions:

1. **GRANT OF OPTION**. The Company hereby grants to the Optionee the right and option (the "Option") to purchase up to Four Million (4,000,000) shares of Common Stock of the Company (the "Option Shares") during the period commencing on December 15, 2010 and terminating at 11:59 P.M. on December 14, 2020.

2. **NATURE OF OPTION**. The Option is not intended to meet the requirements of Section 422 of the Internal Revenue Code of 1986, as amended, relating to "incentive stock options".

3. **EXERCISE PRICE**. The exercise price of each of the Option Shares shall be One Cent ($0.01) (the "Exercise Price"). The Company shall pay all original issue or transfer taxes on the exercise of the Option.

4. **EXERCISE OF OPTIONS**. The Option shall be exercised in accordance with the provisions of the Plan. As soon as practicable after the receipt of notice of exercise and payment of the Exercise Price as provided for in the Plan, the Company shall tender to the Optionee a certificate issued in the Optionee=s name evidencing the number of Option Shares covered thereby.

5. **TRANSFERABILITY**. The Option shall not be transferable other than by will or the laws of descent and distribution and, during the Optionee=s lifetime, shall not be exercisable by any person other than the Optionee.

6. **INCORPORATION BY REFERENCE**. The terms and conditions of the Plan are hereby incorporated by reference and made a part hereof.

7. **NOTICES**. Any notice or other communication given hereunder shall be deemed sufficient if in writing and hand delivered or sent by registered or certified mail, return receipt requested, addressed to the Company, 200 Glades Road, Suite 2, Boca Raton, Florida 33432, Attention: Chief Executive Officer, and to the Optionee at the address indicated below. Notices shall be deemed to have been given on the date of hand delivery or mailing, except notices of change of address, which shall be deemed to have been given when received.

8. **BINDING EFFECT**. This Stock Option Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.

9. **ENTIRE AGREEMENT**. This Stock Option Agreement, together with the Plan, contains the entire understanding of the parties hereto with respect to the subject matter hereof and may be modified only by an instrument executed by the party sought to be charged.

10. **GOVERNING LAW**. This Stock Option Agreement shall be governed by, and construed in accordance with, the laws of the State of Nevada, excluding choice of law rules thereof.

11. **EXECUTION IN COUNTERPARTS**. This Stock Option Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which together shall constitute one and the same instrument.

12. **FACSIMILE SIGNATURES**. Signatures hereon which are transmitted via facsimile, or other electronic image, shall be deemed original signatures.

13. **INTERPRETATION; HEADINGS**. The provisions of this Stock Option Agreement shall be interpreted in a reasonable manner to give effect to the intent of the parties hereto. The headings and captions under sections and paragraphs of this Stock Option Agreement are for convenience of reference only and do not in any way modify, interpret or construe the intent of the parties or affect any of the provisions of this Stock Option Agreement.

[***Remainder of page intentionally left blank; signature page follows***]

IN WITNESS WHEREOF, the parties have executed this Stock Option Agreement as of the day and year first above written.

STEM CELL ASSURANCE, INC.

By:_____
Name: Mark Weinreb
Title: Chief Executive Officer

_____
Signature of Optionee

_____
Name of Optionee

_____
Address of Optionee

STOCK OPTION AGREEMENT, made as of the 23rd day of December, 2010, between **STEM CELL ASSURANCE, INC.**, a Nevada corporation (the "Company"), and **MARK WEINREB** (the "Optionee").

_____

WHEREAS, the Optionee is an employee of the Company or a parent or subsidiary thereof;

WHEREAS, the Company desires to provide to the Optionee an additional incentive to promote the success of the Company.

NOW, **THEREFORE**, in consideration of the foregoing, the Company hereby grants to the Optionee the right and option to purchase shares of Common Stock of the Company under and pursuant to the terms and conditions of the Company's 2010 Equity Participation Plan (the "Plan") and upon and subject to the following terms and conditions:

1. **GRANT OF OPTION**. The Company hereby grants to the Optionee the right and option (the "Option") to purchase up to Fifty Million (50,000,000) shares of Common Stock of the Company (the "Option Shares") during the period commencing on December 23, 2010 and terminating at 11:59 P.M. on December 22, 2020 (the "Term").

2. **NATURE OF OPTION**. The Option is not intended to meet the requirements of Section 422 of the Internal Revenue Code of 1986, as amended, relating to "incentive stock options".

3. **EXERCISE PRICE**. The exercise price of each of the Option Shares shall be One Mil ($0.001) (the "Exercise Price"). The Company shall pay all original issue or transfer taxes on the exercise of the Option.

4. **EXERCISE OF OPTIONS**.

(a) The Option shall be exercised in accordance with the provisions of the Plan. As soon as practicable after the receipt of notice of exercise and payment of the Exercise Price as provided for in the Plan, the Company shall tender to the Optionee a certificate issued in the Optionee=s name evidencing the number of Option Shares covered thereby.

(b) Notwithstanding Section 4(a) hereof, in lieu of paying the Exercise Price in cash, the Optionee may elect, upon written notice to the Company at the time of exercise, to pay the Exercise Price, in whole or in part, by having the Company reduce the number of Option Shares otherwise issuable by a number of shares of Common Stock having a Fair Market Value (as such term is defined in the Plan) at the time of exercise equal to the Exercise Price of the Option being exercised.

5. **TRANSFERABILITY**. The Option shall not be transferable other than by will or the laws of descent and distribution and, during the Optionee=s lifetime, shall not be exercisable by any person other than the Optionee.

6. **TERMINATION OF EMPLOYMENT**. The Option shall remain exercisable until the Expiration Date notwithstanding any termination or cessation of employment or other association with the Company or its subsidiaries for any reason whatsoever.

7. **INCORPORATION BY REFERENCE**. The terms and conditions of the Plan are hereby incorporated by reference and made a part hereof.

8. **NOTICES**. Any notice or other communication given hereunder shall be deemed sufficient if in writing and hand delivered or sent by registered or certified mail, return receipt requested, addressed to the Company, 200 Glades Road, Suite 2, Boca Raton, Florida 33432, Attention: Chief Financial Officer, and to the Optionee at the address indicated below. Notices shall be deemed to have been given on the date of hand delivery or mailing, except notices of change of address, which shall be deemed to have been given when received.

9. **BINDING EFFECT**. This Stock Option Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.

10. **ENTIRE AGREEMENT**. This Stock Option Agreement, together with the Plan, contains the entire understanding of the parties hereto with respect to the subject matter hereof and may be modified only by an instrument executed by the party sought to be charged.

11. **GOVERNING LAW**. This Stock Option Agreement shall be governed by, and construed in accordance with, the laws of the State of Nevada, excluding choice of law rules thereof.

12. **EXECUTION IN COUNTERPARTS**. This Stock Option Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which together shall constitute one and the same instrument.

13. **FACSIMILE SIGNATURES**. Signatures hereon which are transmitted via facsimile, or other electronic image, shall be deemed original signatures.

14. **INTERPRETATION; HEADINGS**. The provisions of this Stock Option Agreement shall be interpreted in a reasonable manner to give effect to the intent of the parties hereto. The headings and captions under sections and paragraphs of this Stock Option Agreement are for convenience of reference only and do not in any way modify, interpret or construe the intent of the parties or affect any of the provisions of this Stock Option Agreement.

[***Remainder of page intentionally left blank; signature page follows***]

IN WITNESS WHEREOF, the parties have executed this Stock Option Agreement as of the day and year first above written.

STEM CELL ASSURANCE, INC.

By: /s/ Richard M. Proodian
Name: Richard M. Proodian
Title: Chief Financial Officer

/s/ Mark Weinreb
Signature of Optionee

Mark Weinreb
Name of Optionee

9 Colgate Lane
Woodbury, NY 11797
Address of Optionee

CONSULTING AGREEMENT (the "Agreement"), dated as of April 7, 2011, by and between **STEM CELL ASSURANCE, INC.**, a Nevada corporation (the "Company"), and **JOSEPH ROSS, M.D., F.A.C.S.** (the "Consultant").

WHEREAS, the Company desires to engage the Consultant to provide certain consulting services to the Company.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants hereinafter set forth, the parties hereto have agreed, and do hereby agree, as follows:

1. **Retention; Duties**. Subject to the terms and conditions set forth herein, the Company hereby retains the Consultant, and the Consultant hereby accepts such retention, to act as a consultant. The Consultant shall provide the services set forth on Schedule A to and on behalf of the Company (the "Services").

2. **Term**. The term of this Agreement shall commence as of April 7, 2011 (the "Effective Date") and shall continue until December 31, 2011 (the "Term").

3. Compensation.

(a) In the event that, during the Term, as a direct result of the efforts of the Consultant, the Company enters into (i) a written agreement with Cleveland Clinic (the "Clinic") and/or Case Western Reserve University School of Medicine (the "Medical School") with regard to a strategic alliance, sponsored research agreement, licensing of the Clinic's or Medical School's clinical application or the Company's use of stem cell-related technologies or (ii) a letter of intent with the Clinic and/or the Medical School with regard to the foregoing and during the Term or thereafter a definitive written agreement consistent with the letter of intent is entered into by the Company with the Clinic and/or the Medical School, the Company shall grant to the Consultant, pursuant to the Company's 2010 Equity Participation Plan (the "Plan"), options to purchase five million (5,000,000) shares of common stock of the Company, such options to be exercisable for a period of five (5) years from the date of grant at an exercise price equal to the Fair Market Value (as defined in the Plan) of the Company's shares of common stock at the time of grant. Under no circumstances shall the Company be obligated to enter into an agreement with the Clinic and/or the Medical School, it being understood that the Company may reject any and all proposals made by the Clinic and/or the Medical School with regard thereto for any reason whatsoever.

(b) In the event that, prior to any grant of an option pursuant to paragraph (a) hereof, the outstanding common stock of the Company is changed by reason of any recapitalization, reclassification, stock split-up, combination of shares, reverse split, stock dividend or the like, an appropriate adjustment shall be made in the number of shares subject to such options.

(c) In the event that, prior to any grant of an option pursuant to paragraph (a) hereof, the Company shall be reorganized, consolidated, or merged with another entity, then the options to be granted shall instead be for the same number and kind of shares of stock or the same amount of property, cash or securities as a holder of the number of shares of common stock issuable upon the exercise of such options would have been entitled to receive upon the happening of any such corporate event.

4. **Reimbursement of Expenses**.

(a) The Company will reimburse the Consultant for all reasonable expenses incurred by the Consultant in the performance of his duties during the Term. In no event shall the Consultant incur expenses during the Term in excess of one thousand dollars ($1,000) in the aggregate without the prior written consent of the Chief Executive Officer of the Company.

(b) The Consultant shall submit to the Company, not less than once in each calendar month, reports of such expenses in form normally used by the Company and receipts with respect thereto and the Company's obligations under this Section 4 shall be subject to compliance therewith.

5. **Discoveries; Confidential Information**.

(a) The Consultant agrees to disclose promptly in writing to the Chief Executive Officer of the Company all ideas, processes, methods, devices, business concepts, inventions, improvements, discoveries, know-how and other creative achievements (hereinafter referred to collectively as "Discoveries"), whether or not the same or any part thereof is capable of being patented, trademarked, copyrighted, or otherwise protected, which the Consultant, while retained by the Company, conceives, makes, develops, acquires or reduces to practice, whether acting alone or with others and whether during or after usual working hours, and which are related to the Company's business, or are used or usable by the Company, or arise out of or in connection with the services performed by the Consultant. The Consultant hereby transfers and assigns to the Company all right, title and interest in and to such Discoveries, including any and all domestic and foreign copyrights and patent and trademark rights therein and any renewals thereof. On request of the Company, the Consultant will, without any additional compensation beyond that provided for in Section 3, from time to time during, and after the expiration or termination of, the Term, execute such further instruments (including applications for copyrights, patents, trademarks and assignments thereof) and do all such other acts and things as may be deemed necessary or desirable by the Company to protect and/or enforce its rights in respect of such Discoveries. All expenses of filing or prosecuting any patent, trademark or copyright application shall be borne by the Company, but the Consultant shall cooperate in filing and/or prosecuting any such application. Notwithstanding anything herein to the contrary, the provisions of this paragraph (a) shall only pertain to Discoveries that relate to the Services.

(b) The Consultant represents that he has been informed that it is the policy of the Company to maintain as secret all Confidential Information (as hereinafter defined) and further acknowledges that such Confidential Information is of great value to the Company. The Consultant recognizes that, by reason of his consultant status with the Company, he has acquired and/or will acquire Confidential Information as aforesaid. The Consultant confirms that it is reasonably necessary to protect the Company's goodwill, and, accordingly, hereby agrees that he will not, directly or indirectly (except where authorized in writing by the Chief Executive Officer of the Company), at any time during the Term or thereafter divulge to any person, firm or other entity, or use, or cause or authorize any person, firm or other entity to use, any Confidential Information.

(c) The Consultant agrees that, upon the expiration or termination of this Agreement for any reason whatsoever, he shall promptly deliver to the Company any and all drawings, notebooks, software, data and other documents and material, whether in electronic format or otherwise, including all copies thereof, in or under his control relating to any Confidential Information or Discoveries, or which is otherwise the property of the Company.

(d) For purposes hereof, the term "Confidential Information" shall mean all information given to the Consultant, directly or indirectly, by the Company and all other information relating to the Company otherwise acquired by the Consultant during the course of his engagement by the Company (whether on or prior to the date hereof or hereafter), including any and all knowledge and information with respect to secret or confidential methods, processes, plans, materials, customer lists or data, or otherwise with respect to any confidential or secret aspect of the Company's business and/or activities, other than information which (i) was in the public domain at the time furnished to, or acquired by, the Consultant, or (ii) thereafter enters the public domain other than through disclosure, directly or indirectly, by the Consultant or others in violation of an agreement of confidentiality or nondisclosure.

(e) All references in this Section 5 to the "Company" shall be deemed to include any and all subsidiaries and affiliates of the Company in existence on the date hereof and/or hereafter formed or acquired.

6. **No Participation in Employee Benefit Plans**. The Consultant acknowledges and agrees that, since the Consultant is a consultant, he will not be accorded the right to participate in or receive benefits under any pension, profit sharing, medical insurance or other plan or program of the Company either in existence as of the Effective Date or thereafter adopted for the benefit of its employees.

7. **Independent Contractor**. The relationship created hereunder is that of the Consultant acting as an independent contractor. It is expressly acknowledged and agreed that the Consultant shall not have any authority to bind the Company to any agreement or obligation with any third party. The Consultant acknowledges and agrees further that, since he is not an employee of the Company, the Company shall not be responsible for the withholding or payment of any taxes.

8. Injunctive Relief. The Consultant acknowledges and agrees that, in the event he shall violate or threaten to violate any of the restrictions of Section 5 hereof, the Company will be without an adequate remedy at law and will therefore be entitled to enforce such restrictions by temporary or permanent injunctive or mandatory relief in any court of competent jurisdiction without the necessity of proving damages or posting any bond or other security.

9. **No Restrictions**. The Consultant hereby represents that neither the execution of this Agreement nor the Consultant's performance hereunder will (a) violate, conflict with or result in a breach of any provision of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under the terms, conditions or provisions of any contract, agreement or other instrument or obligation to which the Consultant is a party, or by which he may be bound, or (b) violate any order, judgment, writ, injunction, decree, statute, rule or regulation applicable to the Consultant. In the event of a breach hereof, in addition to the Company's right to terminate this Agreement, the Consultant shall indemnify the Company and hold it harmless from and against any and all claims, losses, liabilities, costs and expenses (including reasonable attorneys' fees) incurred or suffered in connection with or as a result of the Company's entering into this Agreement or engaging the Consultant hereunder.

10. **Investment Representations**. (a) The Consultant understands and agrees that the Company is relying and may rely upon the following representations and warranties made by him in entering into this Agreement:

(i) The Consultant recognizes that the acquisition of the shares of common stock issued upon the exercise of the options (the "Options") that may be granted to him pursuant to Section 3 (the "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 Consultant may not be able to liquidate his investment in the event of emergency; (ii) transferability is extremely limited; and (iii) he could sustain a complete loss of his investment.

(ii) The Consultant represents that he (i) is competent to understand and does understand the nature of his investment in the Shares; and (ii) is able to bear the economic risk of his investment in the Shares.

(iii) The Consultant represents that he 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 "1933 Act"). The Consultant 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.

(iv) The Consultant represents that he has significant prior investment experience, including investment in restricted securities.

(v) The Consultant represents that he has reviewed all information regarding the Company that has been filed with the Pink OTC Markets. The Consultant also represents that he has been furnished by the Company with all information regarding the Company which he had requested or desired to know; that all documents which could be reasonably provided have been made available for his inspection and review; that he has been afforded the opportunity to ask questions of and receive answers from duly authorized representatives of the Company concerning the Company; and that he has had the opportunity to consult with his own tax or financial advisor concerning an investment in the Company.

(vi) The Consultant represents that, in the event of the grant and exercise of any Options, the Shares will be acquired for his own account, for investment and not for distribution to others. The Consultant agrees that he will not sell, transfer or otherwise dispose of the Shares, or any portion thereof, unless they are registered under the 1933 Act or unless an exemption from such registration is available.

(vii) The Consultant consents to the placement of a legend on the Shares stating that they have not been registered under the 1933 Act and setting forth or referring to the restrictions on transferability and sale thereof. The Consultant is aware that the Company will make a notation in its appropriate records with respect to the restrictions on the transferability of the Shares.

(viii) THE SHARES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF ANY STATES AND, IN THE EVENT OF THE GRANT OF THE OPTIONS, WILL BE OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF SAID ACT AND SUCH LAWS. IN THE EVENT OF THE GRNAT AND EXERCISE OF ANY OPTIONS, THE ISSUED SHARES WILL BE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER SAID ACT AND SUCH LAWS PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. THE SHARES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION, ANY STATE SECURITIES COMMISSION OR ANY OTHER REGULATORY AUTHORITY. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

(b) In the event of the grant to, and exercise by, the Consultant of any Options, the Consultant shall be required, as a condition to the issuance of the Shares, to make the representations and warranties provided for in this Section 10 (updated to give effect to subsequent events).

11. **Assignment**. This Agreement, as it relates to the retention of the Consultant as a consultant, is a personal contract and the rights and interests of the Consultant hereunder may not be sold, transferred, assigned, pledged or hypothecated.

12. **Notices**. Any notice required or permitted to be given pursuant to this Agreement shall be deemed to have been duly given when delivered by hand or sent by certified or registered mail, return receipt requested and postage prepaid, overnight mail or telecopier as follows:

If to the Company:

555 Heritage Drive, Suite 121
Jupiter, Florida 33458
Attention: Mark Weinreb, Chief Executive Officer
Telecopier Number: (954) 827-0644

With a copy to:

Certilman Balin Adler & Hyman, LLP
90 Merrick Avenue
East Meadow, New York 11554
Attention: Fred Skolnik, Esq.
Telecopier Number: (516) 296-7111

If to the Consultant

Joseph Ross, M.D., F.A.C.S.
c/o Envision Eye Specialist
295 SE US Hwy. 19
Crystal River, Florida 34429
Telecopier Number: (352) 563-2598

or at such other address as either party shall designate by notice to the other party given in accordance with this Section 12.

13. **Choice of Law**. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, excluding choice of law principles thereof.

14. **Waiver of Breach; Partial Invalidity**. The waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach. If any provision, or part thereof, of this Agreement shall be held to be invalid or unenforceable, such invalidity or unenforceability shall attach only to such provision and not in any way affect or render invalid or unenforceable any other provisions of this Agreement, and this Agreement shall be carried out as if such invalid or unenforceable provision, or part thereof, had been reformed, and any court of competent jurisdiction is authorized to so reform such invalid or unenforceable provision, or part thereof, so that it would be valid, legal and enforceable to the fullest extent permitted by applicable law.

15. **Entire Agreement**. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and there are no representations, warranties or commitments except as set forth herein. This Agreement supersedes all prior agreements, understandings, negotiations and discussions, whether written or oral, of the parties hereto relating to the subject matter hereof. This Agreement may be amended only by a writing executed by the parties hereto.

16. **Execution in Counterparts**. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which together shall constitute one and the same instrument.

17. **Facsimile and Email Signatures**. Signatures hereon which are transmitted via facsimile or email shall be deemed original signatures.

18. **Construction**. As used in this Agreement, the word "including" and its variants shall mean "including, without limitation."

19. **Representation by Counsel**. The Consultant acknowledges that he has been represented by counsel, or has been afforded the opportunity to be represented by counsel, in connection with this Agreement. Accordingly, any rule or 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 Consultant. The provisions of this Agreement shall be interpreted in a reasonable manner to give effect to the intent of the Consultant and the Company.

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

IN WITNESS WHEREOF, the Consultant and the Company have executed, or have caused to be duly executed, this Agreement as of the day and year above written.

STEM CELL ASSURANCE, INC.

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

/s/ Joseph Ross
Joseph Ross, M.D., F.A.C.S.

SCHEDULE A

SERVICES

- Consultation, assistance and travel in connection with the Company's efforts to enter into an agreement with Cleveland Clinic and/or Case Western Reserve University School of Medicine with regard to a strategic alliance, sponsored research agreement, licensing of either entity's clinical application or the Company's use of stem cell-related technologies.

STEM CELL ASSURANCE, INC.

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

The undersigned represents and warrants that it is an "accredited investor" based upon the satisfaction of one or more of the following criteria:

__JR_____(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 time of his or her purchase; or

__JR_____(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 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

_____ (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 Common Shares 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 Common Shares, 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.

As used in (1) above, the term "net worth" means the excess of total assets over total liabilities. In determining income, an investor should add to his or her adjusted gross income any amounts attributable to tax-exempt income received, losses claimed as a limited partner in any limited partnership, deductions claimed for depletion, contributions to an IRA or Keogh retirement plan, alimony payments and any amount by which income from long-term capital gains has been reduced in arriving at adjusted gross income.

/s/ Joseph Ross
Joseph Ross, M.D., F.A.C.S.

April 2, 2011

Board of Directors
Stem Cell Assurance, Inc.

Ladies and Gentlemen:

I hereby resign as a director of Stem Cell Assurance, Inc.

It is agreed that, notwithstanding the provisions of the Company's 2010 Equity Participation Plan, the options granted to me on December 15, 2010 for the purchase of 4,000,000 shares of common stock of the Company shall remain exercisable until, and shall thereupon terminate if not exercised, two (2) years from the date hereof.

Very truly yours,

/s/ Kurt Wagner, M.D.

Agreed:

Stem Cell Assurance, Inc.

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

April 7, 2011

Board of Directors
Stem Cell Assurance, Inc.

Ladies and Gentlemen:

I hereby resign as a director of Stem Cell Assurance, Inc.

It is agreed that, notwithstanding the provisions of the Company's 2010 Equity Participation Plan, the options granted to me on December 15, 2010 for the purchase of 4,000,000 shares of common stock of the Company shall remain exercisable until, and shall thereupon terminate if not exercised, two (2) years from the date hereof.

Very truly yours,

/s/ Joseph Ross, M.D.

Agreed:

Stem Cell Assurance, Inc.

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

AMENDED AND RESTATED EXECUTIVE EMPLOYMENT AGREEMENT

This **AMENDED AND RESTATED EXECUTIVE EMPLOYMENT AGREEMENT** (this "Agreement") is made as of May 10, 2011 by and between **STEM CELL ASSURANCE, INC.**, a Nevada corporation (the "Company"), and **FRANCISCO SILVA** (the "Executive"). Certain capitalized terms used in this Agreement are defined in Section 11.

RECITALS

WHEREAS, the Company and the Executive entered into an employment agreement, dated as of April 5, 2011, which set forth the terms and conditions upon which the Employee would be employed by the Company and upon which the Company would compensate the Employee.

WHEREAS, the Company and the Employee desire to amend and restate Schedule A thereto.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Employment. The Company will employ the Executive, and the Executive accepts employment with the Company, upon the terms and conditions set forth in this Agreement, for the period beginning on the Employment Commencement Date set forth on Schedule A to this Agreement and ending as provided in Section 5 (the "Employment Period").

2. Employment At-Will. Notwithstanding anything in this Agreement, the Executive and the Company understand and agree that the Executive is an employee at-will, and that the Executive may resign, or the Company may terminate the Executive's employment, at any time and for any or for no reason. Nothing in this Agreement shall be construed to alter the at-will nature of the Executive's employment.

3. Position and Duties. During the Employment Period, the Executive will serve in the position set forth on Schedule A to this Agreement and will render such managerial, analytical, administrative, financial and other executive services to, and shall have such responsibilities on behalf of, the Company and its Subsidiaries, as are from time to time necessary in connection with the management and affairs of the Company and its Subsidiaries, in each case subject to the authority of the Board of Directors of the Company (the "Board") to define and limit such executive services. The Executive's responsibilities shall include, without limitation, those set forth on Schedule A attached hereto. The Executive will devote substantially all of his business time and attention (except for permitted vacation periods and reasonable periods of illness or other incapacity) to the business and affairs of the Company and its Subsidiaries, provided that the Executive will be permitted to (i) serve, with the prior written consent of the Board (such consent not to be unreasonably withheld), as a member of the board of directors or advisory board of charitable organizations, (ii) engage in charitable activities and community affairs, and (iii) manage his personal investments and affairs, except that the Executive will limit the time devoted to the activities described in clauses (i), (ii), and (iii) so as not to materially interfere, individually or in the aggregate, with the performance of his duties and responsibilities hereunder. The Executive will perform his duties and responsibilities to the best of his abilities in a diligent, trustworthy, businesslike and efficient manner. The Executive will report to the person set forth on Schedule A or such other person as is determined by the Board. During the initial year of the Employment Period, the Executive shall have the right to determine if, and when, he will relocate to the Company's designated office or facility. Thereafter, the Company may require that the Executive relocate to the Company's designated office or facility. The Company has agreed to pay associated moving costs as provided for on Schedule A.

4. Salary and Benefits.

(a) Salary. During the Employment Period, the Company will pay the Executive a salary at the rate set forth on Schedule A to this Agreement (as in effect from time to time, the "Salary") as compensation for services. The Salary will be payable in regular installments in accordance with the general payroll practices of the Company and its Subsidiaries and subject to applicable withholding requirements. The Company agrees to evaluate Executive's performance and Salary annually.

(b) Bonus. During the Employment Period, the Executive will be entitled to receive bonuses upon and subject to the terms and conditions set forth on Schedule A to this Agreement. Any and all cash Bonuses will be paid, and any and all option Bonuses will be granted, within fifteen (15) days following the date on which the Executive satisfies the conditions therefor.

(c) Benefits. During the Employment Period, the Company will provide the Executive with medical, dental, life, long-term Disability insurance and other benefits under such plans as the Board may establish or maintain from time to time for similarly situated employees. The Executive will be entitled to the number of weeks of paid vacation each year set forth on Schedule A attached hereto. To the extent that the Executive does not use all the vacation time in any year, calculated as of each anniversary of the date of this Agreement, the unused vacation may not be carried over to the next year.

(d) Reimbursement of Expenses. During the Employment Period, the Company will reimburse the Executive for all reasonable out-of-pocket expenses incurred by him in the course of performing his duties that are consistent with the Company's policies in effect from time to time with respect to travel, entertainment and other business expenses, subject to the Company's requirements with respect to reporting and documentation of such expenses.

5. Termination.

(a) The Employment Period will continue until the earlier of: (i) the Executive's resignation for any or no reason; (ii) the death or Disability (which determination shall be made in good faith by a qualified physician selected by the Board or the Company's insurers, subject to the Executive's consent which shall not unreasonably be withheld); or (iii) the giving of notice of termination by the Company (A) for Cause or (B) for any other reason or for no reason (a termination described in this clause (iii)(B) being a termination by the Company "Without Cause").

(b) If the Company terminates the Employment Period Without Cause, then, so long as the Executive continues to comply with his continuing obligations hereunder, the Executive will be entitled to receive each of the following: (i) severance payments in an aggregate amount set forth on Schedule A to this Agreement (the "Cash Severance Amount"); and (ii) all accrued and unpaid Salary and unused vacation time for the then-current annual period (with the right to vacation time being pro rated for such period through the Termination Date) and all unreimbursed business expenses incurred through the Termination Date and payable pursuant to Section 4(d), which accrued and unpaid salary, unused vacation and unreimbursed expenses shall be payable in a lump sum within five (5) days after the Termination Date. The Executive shall also be entitled to any COBRA benefits to which the Executive is entitled by law (at the Executive's sole expense).

(c) If the Employment Period terminates by reason of (i) the Company's termination with Cause, or (ii) the Executive's resignation, then the Executive (or his estate in the case of his death) will be entitled to receive the amounts specified in clause (ii) of Section 5(b), as well as any COBRA benefits to which the Executive is entitled by law (at the Executive's sole expense).

(d) The Cash Severance Amount will be paid in equal monthly installments over the twelve (12) month period following the Termination Date in accordance with the general payroll practices of the Company and subject to all applicable withholding requirements; provided, however, that the payment of the Severance Amount shall be conditioned upon the Executive (i) executing and delivering to the Company a general release of all past and present claims against the Company and its Subsidiaries substantially in the form attached hereto as Exhibit A (the "Form of Release"), within twenty-two (22) days of the date the Company delivers such general release (the "Release") to the Executive, and (ii) not exercising the Executive's revocation right during the period for revocation described in the Form of Release; provided, further, that, in the event of the Executive's breach of this Agreement, then the Company's obligation to pay the Severance Amount shall terminate and be of no further force or effect and the Executive shall be obligated to reimburse the Company for all Severance Amount payments previously made. To the extent that Severance Amounts are payable, they shall be made or commence on the fortieth (40th) day following the Termination Date. The first Severance Amount payment shall include all amounts that would have been paid

following the Termination Date had the Release been effective immediately following the Termination Date but which were not yet paid.

(e) Upon the Termination Date, the Executive will be deemed to have resigned from each position (if any) that he then holds as an officer or director of the Company or any Subsidiary, and the Executive will take any action that the Company or any Subsidiary may reasonably request in order to confirm or evidence such resignation.

(f) Neither the termination or expiration of this Agreement nor the termination of the Executive's employment with the Company, whether by the Company or the Executive, whether for cause or without cause, and whether voluntary or involuntary, shall affect the continuing operation and effect of Section 6 hereof, which shall continue in full force and effect according to its terms. In addition, neither the termination or expiration of this Agreement nor the termination of the Executive's employment with the Company, whether by the Company or the Executive, whether for cause or without cause, and whether voluntary or involuntary, will result in a termination or waiver of any rights and remedies that the Company may have under this Agreement and applicable law.

(g) In the event of the termination of this Agreement or the Executive's employment, whether by the Company or the Executive, whether for cause or without cause, and whether voluntary or involuntary, except as expressly provided for herein, the Executive shall not be entitled to any further compensation or benefits.

6. Restrictive Covenants.

(a) The services of the Executive are unique and extraordinary and essential to the business of the Company, especially since the Executive shall have access to the Company's customer lists, trade secrets and other privileged and confidential information essential to the Company's business. Therefore, the Executive agrees that, as a material inducement to, and a condition precedent to the Company's payment obligations hereunder and its other covenants herein, if the term of the Executive's employment hereunder shall expire or the Executive's employment shall at any time terminate for any reason whatsoever, with or without cause, the Executive will not at any time within one (1) year after such expiration or termination (the "Restrictive Covenant Period"), without the prior written approval of the Company, directly or indirectly, whether individually or as a principal, officer, stockholder, equity participant, employee, partner, joint venturer, member, manager, director or agent of, or lender, consultant or independent contractor to, any Person, or in any other capacity, other than on behalf of or for the benefit of the Company:

(i) anywhere in the United States of America, engage or participate in a business which, as of such expiration or termination date, is similar to or competitive with, directly or indirectly, that of the Company, and shall not make any investments in any such similar or competitive entity, except that the Executive may acquire up to one percent (1%) of the outstanding voting stock of any entity whose securities are listed on a stock exchange or Nasdaq;

(ii) cause or seek to persuade any director, officer, employee, customer, account, agent or supplier of, or consultant or independent contractor to, the Company or others with whom the Company has had a business relationship (collectively, "Business Associates") to discontinue or materially modify the status, employment or relationship of such Person with the Company, or to become employed in any activity similar to or competitive with the activities of the Company;

(iii) cause or seek to persuade any prospective customer, account, supplier or other Business Associate of the Company (which at the date of cessation of the Executive's employment with the Company was then actively being solicited by the Company) to determine not to enter into a business relationship with the Company or to materially modify its contemplated business relationship;

(iv) hire, retain or associate in a business relationship with, directly or indirectly, any director, officer or employee of the Company; or

(v) solicit or cause or authorize to be solicited, for or on behalf of the Executive or any third party, any business from, or the entering into a business relationship with, (a) others who are, or were within one (l) year prior to the cessation of the Executive's employment with the Company, customers, accounts or other Business Associates of the Company, or (b) any prospective customer, account or other Business Associate of the Company which at the date of such cessation was then actively being solicited by the Company.

The foregoing restrictions set forth in this Section 6 shall apply likewise during the Employment Period.

(b) (i) The Executive agrees to promptly disclose in writing to the Board all ideas, processes, methods, devices, business concepts, inventions, improvements, discoveries, know-how and other creative achievements (hereinafter referred to collectively as "Discoveries"), whether or not the same or any part thereof is capable of being patented, trademarked, copyrighted, or otherwise protected, which the Executive, while employed by the Company, conceives, makes, develops, acquires or reduces to practice, whether acting alone or with others and whether during or after usual working hours, and which are related to the Company's business or interests, or are used or usable by the Company, or arise out of or in connection with the duties performed by the Executive. The Executive hereby transfers and assigns to the Company all right, title and interest in and to such Discoveries (whether conceived, made, developed, acquired or reduced to practice on or prior to the date hereof or hereafter), including any and all domestic and foreign copyrights and patent and trademark rights therein and any renewals thereof. On request of the Company, the Executive will, without any additional compensation, from time to time during, and after the expiration or termination of, the Employment Period, execute such further instruments (including, without limitation, applications for copyrights, letters patent, trademarks and assignments thereof) and do all such other acts and things as may be deemed necessary or desirable by the Company to protect and/or enforce its right in respect of such Discoveries. All expenses of filing or prosecuting any patent, trademark or copyright application shall be borne by the Company, but the Executive shall cooperate in filing and/or prosecuting any such application. For purposes of this Agreement, any Discovery shall be deemed to have been made during the Employment Period if, during such period, the Discovery was conceived or first actually reduced to practice, and the Executive agrees that any patent application filed by the Executive within one (1) year after a termination of the Executive's employment with the Company shall be presumed to relate to an invention made during the Employment Period unless the Executive can establish the contrary. The parties agree that the foregoing covenant does not apply to any invention of the Executive for which no equipment, supplies, facility or trade secret information of the Company was used and which was developed entirely on the Executive's own time unless the invention relates to the business of the Company or to the Company's actual or demonstrably anticipated research or development, or the invention results from any work performed by the Executive for the Company.

(ii) The Executive acknowledges and agrees that, prior to the Executive's employment by the Company, he did not conceive, make, develop, acquire or reduce to practice any Discovery that is related to the Company's business or interests or is used or usable by the Company.

(c) (i) The Executive represents that he has been informed that it is the policy of the Company to maintain as secret all Confidential Information (as hereinafter defined) relating to the Company, including, without limitation, any and all knowledge or information with respect to secret or confidential methods, processes, plans, materials, customer lists or data, or with respect to any other confidential or secret aspect of the Company's activities, and further acknowledges that such Confidential Information is of great value to the Company. The Executive recognizes that, by reason of the Executive's employment with the Company, he has acquired and will acquire Confidential Information as aforesaid. The Executive confirms that it is necessary to protect the Company's goodwill, and, accordingly, hereby agrees that he will not, directly or indirectly (except where authorized by the Board for the benefit of the Company or as required by law, rule or regulation or applicable legal regulatory or administrative process or by a court of competent jurisdiction), at any time during the term of this Agreement or thereafter, divulge to any Person or use, or cause or authorize any Person to use, any such Confidential Information.

(ii) The Executive agrees that he will not, at any time, remove from the Company's premises any drawings, notebooks, data, magnetic tape, floppy disks, cd-roms or any other means of storing electronic data, or other Confidential Information relating to the business and procedures heretofore or hereafter acquired, developed and/or used by the Company, except where necessary in the fulfillment of the Executive's duties hereunder.

(iii) The Executive agrees that, upon the expiration or termination of his employment with the Company for any reason whatsoever, he shall promptly deliver to the Company any material relating to any Confidential Information or Discoveries, as well as all memoranda, notes, records, drawings, documents, or other writings whatsoever made, compiled, acquired, or received by the Executive during the term of his employment, arising out of, in connection with, or related to any activity or business of the Company including, but not limited to, the customers, suppliers, or other Business Associates, the arrangements of the Company with such parties, and the pricing and expansion policies and strategy of the Company, and the Executive further agrees that all of the above mentioned items are, and shall continue to be, the sole and exclusive property of the Company, and shall, together with all copies thereof, be returned and delivered to the Company within five (5) days of the termination of his employment, or at any time upon the Company's demand.

(iv) For purposes hereof, the term "Confidential Information" shall mean all information obtained by or given to the Executive, directly or indirectly, including, but not limited to, all correspondence, memoranda, files, manuals, books, lists, financial, operating or marketing records, forms, concepts, sales presentations,

marketing programs, marketing strategy, business practices, bidding information, methods of operation, trademarks, patents, patent applications, licenses, technical information, customer leads, supplier lists, supplier leads, contract proposals, documents identifying past, present and future customers, hiring and training methods, personnel records, investment policies, pricing and cost information, financial and other confidential and proprietary information concerning the Company's operations and expansion plans, other trade secrets, any analyses, compilations or reports with regard to the foregoing, and all other information relating to the Company otherwise acquired by the Executive during the course of the Executive's employment with the Company, whether such information is in written form or on magnetic tape, floppy disks, cd-roms or other means of storing electronic data. Confidential Information shall not include information which (i) was in the public domain at the time furnished to, or acquired by, the Executive, or (ii) thereafter enters the public domain other than through disclosure, directly or indirectly, by the Executive or others in violation of an agreement of confidentiality or nondisclosure.

(d) The Executive agrees that, while he is employed by the Company, he will offer or otherwise make known or available to the Company, as directed by the CEO or the Board and without additional compensation or consideration, any business prospects, contacts or other business opportunities that the Executive may discover, find, develop or otherwise have available to the Executive in any field in which the Company is engaged, and further agrees that any such prospects, contacts or other business opportunities shall be the property of the Company.

(e) For purposes of this Section 6, the term "Company" shall mean and include the Company and any and all Subsidiaries and Affiliates of the Company in existence from time to time.

(f) In connection with the Executive's agreement to the restrictions set forth in this Section 6, the Executive acknowledges the benefits accorded to him pursuant to the provisions of this Agreement, including, without limitation, the agreement on the part of the Company to employ the Executive during the Employment Period (subject to the terms and conditions hereof). The Executive also acknowledges and agrees that the covenants set forth in this Section 6 are reasonable and necessary in order to protect and maintain the proprietary and other legitimate business interests of the Company and that the enforcement thereof would not prevent the Executive from earning a livelihood.

7. Options. Effective on the Employment Commencement Date, pursuant and subject to the terms and conditions of the Company's 2010 Equity Participation Plan and a Stock Option Agreement, the Executive will be granted the number of options set forth on Schedule A attached hereto under "Options Granted", which options will vest as set forth thereon.

8. Deductions and Withholding. The Executive agrees that the Company shall withhold from any and all payments required to be made to the Executive pursuant to this Agreement all federal, state, local and/or other taxes that are required to be withheld in accordance with applicable statutes and/or regulations from time to time in effect.

9. Code Section 409A.

(a) The intent of the parties is that payments and benefits under this Agreement comply with Section 409A of the Internal Revenue Code of 1986, as amended (together with the regulations and guidance promulgated thereunder, "Code Section 409A"), and, accordingly, to the maximum extent permitted, this Agreement shall be interpreted to be in compliance therewith. To the extent that any provision hereof is modified in order to comply with Code Section 409A, such modification shall be made in good faith and shall, to the maximum extent reasonably possible, maintain the original intent and economic benefit to the parties hereto of the applicable provision without violating the provisions of Code Section 409A. In no event whatsoever shall the Company be liable for any additional tax, interest or penalty that may be imposed on the Executive by Code Section 409A.

(b) A termination of employment shall not be deemed to have occurred for purposes of any provision of this Agreement providing for the payment of any amounts or benefits constituting deferred compensation under Code Section 409A upon or following a termination of employment unless such termination of employment is also a "separation from service" within the meaning of Code Section 409A and, for purposes of any such provision of this Agreement, references to a termination of employment or like terms shall mean "separation from service." If the Executive is deemed on the date of termination to be a "specified employee" within the meaning of that term under Code Section 409A(a)(2)(B), then with regard to any payment or the provision of any benefit that is considered deferred compensation under Code Section 409A payable on account of a "separation from service," such payment or benefit shall be made or provided at the date which is the earlier of (i) the expiration of the six (6)-month period measured from the date of such "separation from service" of the Executive, and (ii) the date of the Executive's death (the "Delay Period"). Upon the expiration of the Delay Period, all payments and benefits delayed pursuant to this Section 9(b) (whether they would have otherwise been payable in a single sum or in installments in the absence of such delay) shall be paid or reimbursed to the Executive in a lump sum, and any remaining payments and benefits due under this Agreement shall be paid or provided in accordance with the normal payment dates specified herein.

(c) All expenses or other reimbursements under this Agreement shall be made on or prior to the last day of the taxable year following the taxable year in which such expenses were incurred by the Executive (provided that if any such reimbursements constitute taxable income to the Executive, such reimbursements shall be paid no later than March 15th of the calendar year following the calendar year in which the expenses to be reimbursed were incurred), and no such reimbursement or expenses eligible for reimbursement in any taxable year shall in any way affect the expenses eligible for reimbursement in any other taxable year.

(d) For purposes of Code Section 409A, the Executive's right to receive any installment payments pursuant to this Agreement shall be treated as a right to receive a series of separate and distinct payments. Whenever a payment under this Agreement specifies a payment period with reference to a number of days (e.g., "payment shall be made within sixty (60) days"), the actual date of payment within the specified period shall be within the sole discretion of the Company.

(e) In no event shall any payment under this Agreement that constitutes "deferred compensation" for purposes of Code Section 409A be offset by any other payment pursuant to this Agreement or otherwise.

10. Representations and Warranties. The Executive represents and warrants to the Company and its Subsidiaries that: (a) the Executive is not a party to or bound by any employment, noncompete, nonsolicitation, nondisclosure, confidentiality or similar agreement with any other Person; and (b) this Agreement constitutes a valid and legally binding obligation of the Executive, enforceable against him in accordance with its terms. The Company represents that this Agreement constitutes a valid and legally binding obligation of the Company, enforceable against it in accordance with its terms. All representations and warranties contained herein will survive the execution and delivery of this Agreement.

11. Certain Definitions. When used in this Agreement, the following terms will have the following meanings:

"Affiliate" means, with respect to any Person, any other Person that, directly or indirectly through one or more of its intermediaries, controls, is controlled by or is under common control with such Person.

"Cause" means any one or more of the following: (i) in the reasonable judgment of the Board, the Executive acts (including a failure to act) in a manner that constitutes gross misconduct or gross negligence or that is otherwise materially injurious to the Company or its Subsidiaries; (ii) the Executive breaches any material term of this Agreement, which breach remains uncured to the reasonable satisfaction of the Board following ten (10) days' written notice from the Company of such breach; provided, however, that the Company shall not be required to give the Executive a cure period on more than one occasion; (iii) in the reasonable judgment of the Board, the Executive has committed an act of fraud or misappropriation, or other act of dishonesty or illegal business practices relating to the Company or any of its Subsidiaries, customers or suppliers; (iv) the Executive's commission of any act which, if the Executive were convicted, would constitute a felony, a crime of moral turpitude or a crime involving the illegal use of drugs, or the Executive's entry of a plea of guilty or no contest thereto; (v) the Executive's willful failure or refusal to perform specific directives of the Board or the CEO; (vi) any alcohol or other substance abuse on the part of the Executive; (vii) any excessive absence of the Executive from his employment during normal working hours for reasons other than vacation or disability; (viii) the Executive's breach of any other material obligation under this Agreement, including his obligation to relocate as provided for in Section 3; or (ix) any misrepresentation on the Employee's part herein set forth.

"CEO" means the Chief Executive Officer of the Company.

"COBRA" means the Consolidated Omnibus Budget Reconciliation Act of 1985 as amended from time to time.

"Disability" has the meaning that such term has under the Company's long-term disability insurance plan.

"Person" means an individual, a partnership, a corporation, an association, a limited liability company, a joint stock company, a trust, a joint venture, an unincorporated organization or any other entity (including any governmental entity or any department, agency or political subdivision thereof).

"Subsidiaries" means, with respect to any Person, any corporation, limited liability company, partnership, association or other business entity of which (i) if a corporation, a majority of the total voting power of shares of stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors thereof is at the time owned or controlled, directly or indirectly, by such Person or one (1) or more of the other Subsidiaries of such Person or a combination thereof, or (ii) if a limited liability company, partnership, association or other business entity, a majority of the partnership or other similar ownership interest thereof is at the time owned or controlled, directly or indirectly, by any Person or one (1) or more Subsidiaries of such Person or entity or a combination thereof. For purposes hereof, a Person or Persons will be deemed to have a majority ownership interest in a limited liability company, partnership, association or other business entity if such Person or Persons will be allocated a majority of limited liability company, partnership, association or other business entity gains or losses or will be or control any managing director, managing member, or general partner of such limited liability company, partnership, association or other business entity. Unless stated to the contrary, as used in this Agreement the term Subsidiary means a Subsidiary of Parent.

"Termination Date" means the date on which the Employment Period ends pursuant to Section 5(a).

12. Cooperation in Legal Matters. The Executive will cooperate with the Company and its Subsidiaries during the term of the Executive's employment and thereafter with respect to any pending or threatened claim, action, suit, or proceeding, whether civil, criminal, administrative, or investigative (the "Claims"), by being reasonably available to testify on behalf of the Company or any Subsidiaries, and to assist the Company and its Subsidiaries by providing information, meeting and consulting with the Company and its Subsidiaries or their representatives or counsel, as reasonably requested. The Executive agrees not to disclose to or discuss with anyone who is not assisting the Company or any Subsidiary with the Claims, other than the Executive's personal attorney, the fact of or the subject matter of the Claims, except as required by law. The Executive further agrees to maintain the confidences and privileges of the Company and its Subsidiaries, and acknowledges that any such confidences and privileges belong solely to the Company and its Subsidiaries and can only be waived by the Company or any Subsidiary, not the Executive. In the event that the Executive is subpoenaed to testify, or otherwise requested to provide information in any matter relating to the Company or any Subsidiary, the Executive agrees to promptly notify the Company after receipt of such subpoena, summons or request for information, to reasonably cooperate with the Company or any Subsidiary with respect to such subpoena, summons or request for information, and to not voluntarily provide any testimony or information unless required by law or permitted by the Company.

13. Miscellaneous.

(a) Notices. All notices, demands or other communications to be given or delivered by reason of the provisions of this Agreement will be in writing and will be deemed to have been given (i) on the date of personal delivery to the recipient or an officer of the recipient, or (ii) when sent by telecopy or facsimile machine to the number shown below on the date of such confirmed facsimile or telecopy transmission (provided that a confirming copy is sent via overnight mail), or (iii) when properly deposited for delivery by a nationally recognized commercial overnight delivery service, prepaid, or by deposit in the United States mail, certified or registered mail, postage prepaid, return receipt requested. Such notices, demands and other communications will be sent to each party at the address indicated for such party below:

if to the Executive, to:

10 Flyers Lane
Tustin, CA 92782

if to the Company, to:

555 Heritage Drive, Suite 121
Jupiter, FL 33458
Facsimile: (561) 429-5936
Attention: Chief Executive Officer

with a copy, which will not constitute notice to the Company, to:

Certilman Balin Adler & Hyman, LLP
90 Merrick Avenue
East Meadow, NY 11554
Facsimile: (516) 296-7111
Attention: Fred Skolnik, Esq.

or to such other address or to the attention of such other person as the recipient party has specified by prior written notice to the sending party.

(b) Consent to Amendments. No modification, amendment or waiver of any provision of this Agreement will be effective against any party hereto unless such modification, amendment or waiver is approved in writing by such party. No other course of dealing among the Company, the Subsidiaries, and the Executive or any delay in exercising any rights hereunder will operate as a waiver by any of the parties hereto of any rights hereunder.

(c) Assignability and Binding Effect. This Agreement will be binding upon and inure to the benefit of the Executive and his heirs, legal representatives, executors, administrators or successors, and will be binding upon and inure to the benefit of the Company and its successors and assigns. The Executive may not assign, transfer, pledge, encumber, hypothecate or otherwise dispose of this Agreement, or any of his rights or obligations hereunder, and any such attempted assignment or disposition shall be null and void and without effect.

(d) Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Agreement.

(e) Headings and Sections. The headings in this Agreement are inserted for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Agreement or any provision of this Agreement. Unless the context requires otherwise, all references in this Agreement to Sections, Exhibits or Schedules will be deemed to mean and refer to Sections, Exhibits or Schedules of or to this Agreement.

(f) Governing Law. All issues and questions concerning the application, construction, validity, interpretation and enforcement of this Agreement and any exhibits and schedules to this Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of the laws of any jurisdiction other than the State of New York.

(g) Waiver of Jury Trial. EACH PARTY TO THIS AGREEMENT HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION (I) ARISING UNDER THIS AGREEMENT OR (II) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO IN RESPECT OF THIS AGREEMENT, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY, OR OTHERWISE. EACH PARTY TO THIS AGREEMENT HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION WILL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT THE PARTIES TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

(h) Submission to Jurisdiction. ANY AND ALL SUITS, LEGAL ACTIONS OR PROCEEDINGS ARISING OUT OF THIS AGREEMENT WILL BE BROUGHT IN THE COURTS OF THE STATE OF NEW YORK OR THE UNITED STATES DISTRICT COURT IN THE EASTERN DISTRICT OF NEW YORK, AND EACH PARTY HEREBY SUBMITS TO AND ACCEPTS THE EXCLUSIVE JURISDICTION OF SUCH COURTS FOR THE PURPOSE OF SUCH SUITS, LEGAL ACTIONS OR PROCEEDINGS. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OR ANY SUCH SUIT, LEGAL ACTION OR PROCEEDING IN ANY SUCH COURT AND HEREBY FURTHER WAIVES ANY CLAIM THAT ANY SUIT, LEGAL ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

(i) Service of Process. WITH RESPECT TO ANY AND ALL SUITS, LEGAL ACTIONS OR PROCEEDINGS ARISING OUT OF THIS AGREEMENT, EACH PARTY WAIVES PERSONAL SERVICE OF ANY SUMMONS, COMPLAINT OR OTHER PROCESS AND AGREES THAT SERVICE THEREOF MAY BE MADE BY ANY MEANS SPECIFIED FOR NOTICE PURSUANT TO SECTION 13(a).

(j) Confidentiality. The parties agree that this Agreement and the Release (if and when executed) are confidential and each party agrees not to disclose any information regarding the terms of this Agreement or the Release to any Person, except that the Company may disclose information regarding the terms of this Agreement or the

Release to its Affiliates and any lenders or as required by law or regulation or the rules of any stock exchange or market on which the Company's securities are listed or traded, and Executive may disclose information regarding the terms of this Agreement or the Release to his immediate family. Each party may also disclose this information to their tax, legal or other counsel. Each party shall instruct each of the foregoing not to disclose the same to anyone.

(k) No Strict Construction. The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the parties hereto, and no presumption or burden of proof will arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

(l) Entire Agreement. Except as otherwise expressly set forth in this Agreement, this Agreement and the other agreements referred to in this Agreement embody the complete agreement and understanding among the parties to this Agreement with respect to the subject matter of this Agreement, and supersede and preempt any prior understandings, agreements, or representations by or among the parties or their predecessors, written or oral, that may have related to the subject matter of this Agreement in any way. This Agreement will be deemed effective on the date hereof upon the execution hereof.

(m) Time. Whenever the last day for the exercise of any privilege or the discharge or any duty hereunder falls upon a day that is not a Business Day, the party having such privilege or duty may exercise such privilege or discharge such duty on the next succeeding day that is a Business Day.

(n) Certain Terms. The use of the word "including" herein means "including without limitation." Any definitions used herein defined in the plural will be deemed to include the singular as the context may require and any definitions used herein defined in the singular will be deemed to include the plural as the context may require.

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

IN WITNESS WHEREOF, the parties hereto have executed this Amended and Restated Executive Employment Agreement as of the date first written above.

STEM CELL ASSURANCE, INC.

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

/s/ Francisco Silva
Francisco Silva

SCHEDULE A

Position: Vice President of Research and Development

Employment Commencement Date: April 15, 2011

Per Annum Salary: $150,000

Bonus: $20,000 and options for the purchase of 1,000,000 shares of common stock of the Company in the event that, as a direct result of the Executive's efforts, the Company consummates a transaction, including a license agreement, pursuant to which it commences operations with respect to the use of adult stem cells, it being understood that the Company may reject any and all proposals with regard thereto for any reason whatsoever.

$10,000 and options for the purchase of 150,000 shares of common stock of the Company in the event that, as a direct result of the Executive's efforts, the Company enters into an agreement with Dr. Amit Patel and/or Dr. Patel joins the Company's scientific advisory board. Under no circumstances shall the Company be obligated to enter into an agreement with Dr. Patel, it being understood that the Company may reject any and all proposals made Dr. Patel with regard thereto for any reason whatsoever.

$25,000 and options for the purchase of 2,000,000 shares of common stock of the Company in the event that, as a direct result of the Executive's efforts, a cGMP certified and approved laboratory is established for the Company.

Any issue as to whether the foregoing conditions have been satisfied shall be determined by the Company in its sole discretion.

The options to be granted to the Executive, as set forth above, shall be made pursuant to the Company's 2010 Equity Participation Plan (the "Plan"). Such options shall be exercisable for a period of ten (10) years from the respective dates of grant at an exercise price equal to the Fair Market Value (as defined in the Plan) of the Company's shares of common stock at the time of grant.

In the event that, prior to any grant of an option pursuant the foregoing, the outstanding common stock of the Company is changed by reason of any recapitalization, reclassification, stock split-up, combination of shares, reverse split, stock dividend or the like, an appropriate adjustment shall be made in the number of shares subject to such options.

In the event that, prior to any grant of an option pursuant to the foregoing, the Company shall be reorganized, consolidated, or merged with another entity, then the options to be granted shall instead be for the same number and kind of shares of stock or the same amount of property, cash or securities as a holder of the number of shares of common stock issuable upon the exercise of such options would have been entitled to receive upon the happening of any such corporate event.

Responsibilities: (1) Develop the laboratory infrastructure for the Company that is capable of operating research and development platforms, cellular culturing and amplification techniques, develop protocols and SOP's for the laboratory, procure any necessary licenses for the laboratory to operate in compliance with any regulatory requirements including receiving cGMP certification and FDA licensing, and prepare the laboratory for potential or ongoing clinical trials.

(2) Develop research and development platforms that can be developed into intellectual property for the Company.

(3) Develop research and development platforms that can be translated into clinical applications (with accompanying protocols and procedures) for use within the United States and internationally.

Report to: CEO

Vacation: 4 weeks

Cash Severance Amount: $75,000

Options Granted: Number: options for the purchase of 4,000,000 will be granted on the Employment Commencement Date pursuant and subject to the provisions of the Plan. Subject to the terms and conditions of the Plan, the options will be exercisable for a period of ten (10) years at an exercise price of one cent ($.01) per share.

Vesting: options for the purchase of 2,000,000 of such shares shall be exercisable on the Employment Commencement Date and options for the purchase of the remaining 2,000,000 shares shall be exercisable on the one year anniversary of the Employment Commencement Date.

Moving Allowance: $8,000 maximum; the Company will pay amounts related to moving upon submission of moving expense invoices.

EXHIBIT A

GENERAL RELEASE

I, Francisco Silva, in consideration of and subject to the performance by Stem Cell Assurance, Inc., a Nevada corporation (the "Company"), of its obligations under the Executive Employment Agreement by and between the Company and myself, dated as of April 5, 2011(as amended from time to time, the "Agreement"), do hereby release and forever discharge as of the date hereof, the Company and each of its subsidiaries, affiliates and predecessors (including, without limitation, and to the extent that they could be liable in respect of their position with any of the foregoing, each of the present and former managers, directors, officers, direct or indirect equity holders, agents, representatives, employees, subsidiaries, affiliates, predecessors, successors, assigns, beneficiaries, heirs, executors, insurers, personal representatives, and attorneys of the parties referenced in clauses (i) and (ii) above) (collectively, the "Released Parties") to the extent provided below.

1. I understand that any payments or benefits paid or granted to me under Section 5 of the Agreement represent, in part, consideration for signing this General Release and are not salary, wages or benefits to which I was already entitled. I understand and agree that I will not receive the payments and benefits specified in Section 5(b) of the Agreement unless I execute this General Release and do not revoke this General Release within the time period permitted hereafter or breach this General Release. I also acknowledge and represent that I have received all payments and benefits payment and provision of which were due to me, as of the date hereof, by virtue of any employment by the Company.

2. Except as provided in paragraph 4 below, I knowingly and voluntarily (for myself, my heirs, executors, administrators and assigns) release and forever discharge the Released Parties from any and all claims, suits, controversies, actions, causes of action, cross-claims, counter-claims, demands, debts, compensatory damages, liquidated damages, punitive or exemplary damages, other damages, claims for costs and attorneys' fees, or liabilities of any nature whatsoever in law and in equity, both past and present (through the date this General Release becomes effective and enforceable) and whether known or unknown, suspected, or claimed against any of the Released Parties which I, my spouse, or any of my heirs, executors, administrators or assigns, may have, which arise out of or are connected with my employment with, or my separation or termination from, the Company (including, but not limited to, any allegation, claim or violation, arising under: Title VII of the Civil Rights Act of 1964, as amended; the Civil Rights Act of 1991; the Age Discrimination in Employment Act of 1967, as amended (including the Older Workers Benefit Protection Act); the Equal Pay Act of 1963, as amended; the Americans with Disabilities Act of 1990; the Family and Medical Leave Act of 1993; the Worker Adjustment Retraining and Notification Act; the Employee Retirement Income Security Act of 1974; any applicable Executive Order Programs; the Fair Labor Standards Act; or their state or local counterparts; or under any other federal, state or local civil or human rights law, or under any other local, state, or federal law, regulation or ordinance; or under any public policy, contract or tort, or under common law; or arising under any policies, practices or procedures of the Company or any of its affiliates; or any claim for wrongful discharge, breach of contract, infliction of emotional distress or defamation; or any claim for costs, fees, or other expenses, including attorneys' fees incurred in these matters) (all of the foregoing collectively referred to herein as the "Claims"). Notwithstanding any other provision of this Release to the contrary, this Release does not encompass, and I do not release, waive or discharge, the obligations of any of the Parties (a) to make the payments and provide the other benefits contemplated by the Agreement, or (b) under any restricted stock agreement, option agreement or other agreement pertaining to my equity ownership, or (c) under any indemnification or similar agreement with me.

3. I represent that I have made no assignment or transfer of any right, claim, demand, cause of action, or other matter covered by paragraph 2 above.

4. I agree that this General Release does not waive or release any rights or claims that I may have under the Age Discrimination in Employment Act of 1967 which arise after the date I execute this General Release. I acknowledge and agree that my separation from employment with the Company in compliance with the terms of the Agreement shall not serve as the basis for any claim or action (including, without limitation, any claim under the Age Discrimination in Employment Act of 1967).

5. In signing this General Release, I acknowledge and intend that it shall be effective as a bar to each and every one of the Claims hereinabove mentioned or implied. I expressly consent that this General Release shall be given full force and effect according to each and all of its express terms and provisions, including those relating to unknown and unsuspected Claims (notwithstanding any state statute that expressly limits the effectiveness of a general release of unknown, unsuspected and unanticipated Claims), if any, as well as those relating to any other Claims hereinabove mentioned or implied. I acknowledge and agree that this waiver is an essential and material term of this General Release and that without such waiver the Company would not have agreed to the terms of the Agreement. I further agree that in the event I should bring a Claim seeking damages against any Released Party, or in the event I should seek to recover against any Released Party in any Claim brought by a governmental agency on my behalf, this General Release shall serve as a complete defense to such Claims. I further agree that I have not filed and am not aware of any pending Claim as of the execution of this General Release.

6. I agree that neither this General Release, nor the furnishing of the consideration for this General Release, shall be deemed or construed at any time to be an admission by the Company, any Released Party or myself of any improper or unlawful conduct.

7. Nothing in this Agreement shall be construed to preclude me from participating or cooperating in any investigation or proceeding conducted by the Equal Employment Opportunity Commission or any other state or federal administrative agency. However, in the event that a charge or complaint is filed against the Released Parties, or any of them, with any administrative agency or in the event of an authorized investigation, charge or lawsuit filed against the Released Parties, or any of them, by any administrative agency, I expressly waive and shall not accept any award or damages therefrom.

8. Notwithstanding anything in this General Release to the contrary, this General Release shall not relinquish, diminish, or in any way affect any of my rights or claims arising out of any breach by the Company after the date hereof of the Agreement if and to the extent those rights, in each case by their specific terms, survive termination of my employment with the Company.

9. Whenever possible, each provision of this General Release shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this General Release is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or any other jurisdiction, but this General Release shall be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein. However, should Section 2 of this General Release be declared or determined by any tribunal, administrative agency or court of competent jurisdiction to be illegal or invalid, and should I thereupon seek to institute any claims that would have been within the scope of Section 2, the Company shall be entitled to immediate repayment, and I shall immediately return, all of the severance payments that I have received, and the Company shall not be obligated to make any further severance payments.

BY SIGNING THIS GENERAL RELEASE, I REPRESENT AND AGREE THAT:

10. I HAVE READ IT CAREFULLY;

11. I UNDERSTAND ALL OF ITS TERMS AND KNOW THAT I AM GIVING UP IMPORTANT RIGHTS, INCLUDING BUT NOT LIMITED TO, RIGHTS UNDER THE AGE DISCRIMINATION IN EMPLOYMENT ACT OF 1967, AS AMENDED, TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED, THE EQUAL PAY ACT OF 1963, THE AMERICANS WITH DISABILITIES ACT OF 1990, AND THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED;

12. I VOLUNTARILY CONSENT TO EVERYTHING IN IT;

13. I HAVE BEEN ADVISED TO CONSULT WITH AN ATTORNEY BEFORE EXECUTING IT AND I HAVE DONE SO OR, AFTER CAREFUL READING AND CONSIDERATION I HAVE CHOSEN NOT TO DO SO OF MY OWN VOLITION;

14. I HAVE HAD AT LEAST 21 DAYS FROM THE DATE OF MY RECEIPT OF THIS RELEASE SUBSTANTIALLY IN ITS FINAL FORM ON

_____ __, _____ TO CONSIDER IT AND THE CHANGES MADE SINCE THE _____ __, _____ VERSION OF THIS RELEASE ARE NOT MATERIAL OR WERE MADE AT MY REQUEST AND WILL NOT RESTART THE REQUIRED 21-DAY PERIOD;

15. I UNDERSTAND THAT I HAVE SEVEN DAYS AFTER THE EXECUTION OF THIS RELEASE TO REVOKE IT AND THAT THIS RELEASE SHALL NOT BECOME EFFECTIVE OR ENFORCEABLE UNTIL THE REVOCATION PERIOD HAS EXPIRED;

16. I HAVE SIGNED THIS GENERAL RELEASE KNOWINGLY AND VOLUNTARILY AND WITH THE ADVICE OF ANY COUNSEL RETAINED TO ADVISE ME WITH RESPECT TO IT; AND

17. I AGREE THAT THE PROVISIONS OF THIS GENERAL RELEASE MAY NOT BE AMENDED, WAIVED, CHANGED OR MODIFIED EXCEPT BY AN INSTRUMENT IN WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE COMPANY AND BY ME.

DATE: _____

BY: _____
Francisco Silva

STOCK OPTION AGREEMENT, made as of the 5th day of April, 2011, between **STEM CELL ASSURANCE INC.**, a Nevada corporation (the "Company"), and **FRANCISCO SILVA** (the "Optionee").

_____

WHEREAS, the Optionee is an employee of the Company or a parent or subsidiary thereof;

WHEREAS, the Company desires to provide to the Optionee an additional incentive to promote the success of the Company.

NOW, **THEREFORE**, in consideration of the foregoing, the Company hereby grants to the Optionee the right and option to purchase shares of Common Stock of the Company under and pursuant to the terms and conditions of the Company's 2010 Equity Participation Plan (the "Plan") and upon and subject to the following terms and conditions:

1. **GRANT OF OPTION**. The Company hereby grants to the Optionee the right and option (the "Option") to purchase up to Four Million (4,000,000) shares of Common Stock of the Company (the "Option Shares") during the following periods:

(a) All or any part of Two Million (2,000,000) shares of Common Stock may be purchased during the period commencing on April 5, 2011 and terminating at 11:59 P.M. on April 4, 2021 (the "Expiration Date").

(b) All or any part of Two Million (2,000,000) shares of Common Stock may be purchased during the period commencing on April 5, 2012 and terminating on the Expiration Date.

2. **NATURE OF OPTION**. The Option is intended to meet the requirements of Section 422 of the Internal Revenue Code of 1986, as amended, relating to "incentive stock options".

3. **EXERCISE PRICE**. The exercise price of each of the Option Shares shall be One Cent ($0.01) (the "Exercise Price"). The Company shall pay all original issue or transfer taxes on the exercise of the Option.

4. **EXERCISE OF OPTIONS**. The Option shall be exercised in accordance with the provisions of the Plan. As soon as practicable after the receipt of notice of exercise and payment of the Exercise Price as provided for in the Plan, the Company shall tender to the Optionee a certificate issued in the Optionee=s name evidencing the number of Option Shares covered thereby.

5. **TRANSFERABILITY**. The Option shall not be transferable other than by will or the laws of descent and distribution and, during the Optionee=s lifetime, shall not be exercisable by any person other than the Optionee.

6. **INCORPORATION BY REFERENCE**. The terms and conditions of the Plan are hereby incorporated by reference and made a part hereof.

7. **NOTICES**. Any notice or other communication given hereunder shall be deemed sufficient if in writing and hand delivered or sent by registered or certified mail, return receipt requested, addressed to the Company, 555 Heritage Drive, Suite 121, Jupiter, FL 33458, Attention: Chief Executive Officer, and to the Optionee at the address indicated below. Notices shall be deemed to have been given on the date of hand delivery or mailing, except notices of change of address, which shall be deemed to have been given when received.

8. **BINDING EFFECT**. This Stock Option Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.

9. **ENTIRE AGREEMENT**. This Stock Option Agreement, together with the Plan, contains the entire understanding of the parties hereto with respect to the subject matter hereof and may be modified only by an instrument executed by the party sought to be charged.

10. **GOVERNING LAW**. This Stock Option Agreement shall be governed by, and construed in accordance with, the laws of the State of Nevada, excluding choice of law rules thereof.

11. **EXECUTION IN COUNTERPARTS**. This Stock Option Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which together shall constitute one and the same instrument.

12. **FACSIMILE SIGNATURES**. Signatures hereon which are transmitted via facsimile, or other electronic image, shall be deemed original signatures.

13. **INTERPRETATION; HEADINGS**. The provisions of this Stock Option Agreement shall be interpreted in a reasonable manner to give effect to the intent of the parties hereto. The headings and captions under sections and paragraphs of this Stock Option Agreement are for convenience of reference only and do not in any way modify, interpret or construe the intent of the parties or affect any of the provisions of this Stock Option Agreement.

[***Remainder of page intentionally left blank; signature page follows***]

IN WITNESS WHEREOF, the parties have executed this Stock Option Agreement as of the day and year first above written.

STEM CELL ASSURANCE, INC.

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

/s/ Franciso Silva
Signature of Optionee

Francisco Silva
Name of Optionee

10 Flyers Lane
Tustin, CA 92782
Address of Optionee

STOCK OPTION AGREEMENT, made as of the 21st day of April, 2011, between **STEM CELL ASSURANCE, INC.**, a Nevada corporation (the "Company"), and **MANDY CLARK** (the "Optionee").

_____

WHEREAS, the Optionee is an employee of the Company or a parent or subsidiary thereof;

WHEREAS, the Company desires to provide to the Optionee an additional incentive to promote the success of the Company.

NOW, **THEREFORE**, in consideration of the foregoing, the Company hereby grants to the Optionee the right and option to purchase shares of Common Stock of the Company under and pursuant to the terms and conditions of the Company's 2010 Equity Participation Plan (the "Plan") and upon and subject to the following terms and conditions:

1. GRANT OF OPTION. The Company hereby grants to the Optionee the right and option (the "Option") to purchase up to Three Hundred Thousand (300,000) shares of Common Stock of the Company (the "Option Shares") during the following periods:

(a) All or any part of One Hundred Thousand (100,000) shares of Common Stock may be purchased during the period commencing on the date hereof and terminating at 5:00 P.M. on April 20, 2021 (the "Expiration Date").

(b) All or any part of One Hundred Thousand (100,000) shares of Common Stock may be purchased during the period commencing at 12:01 A.M on April 21, 2012 and terminating at 5:00 P.M. on the Expiration Date.

(c) All or any part of One Hundred Thousand (100,000) shares of Common Stock may be purchased during the period commencing at 12:01 A.M on April 21, 2013 and terminating at 5:00 P.M. on the Expiration Date.

2. NATURE OF OPTION. The Option is intended to meet the requirements of Section 422 of the Internal Revenue Code of 1986, as amended, relating to "incentive stock options".

3. EXERCISE PRICE. The exercise price of each of the Option Shares shall be Two Cents ($0.02) (the "Exercise Price"). The Company shall pay all original issue or transfer taxes on the exercise of the Option.

4. EXERCISE OF OPTIONS. The Option shall be exercised in accordance with the provisions of the Plan. As soon as practicable after the receipt of notice of exercise and payment of the Exercise Price as provided for in the Plan, the Company shall tender to the Optionee a certificate issued in the Optionee=s name evidencing the number of Option Shares covered thereby.

5. TRANSFERABILITY. The Option shall not be transferable other than by will or the laws of descent and distribution and, during the Optionee=s lifetime, shall not be exercisable by any person other than the Optionee.

6. INCORPORATION BY REFERENCE. The terms and conditions of the Plan are hereby incorporated by reference and made a part hereof.

7. NOTICES. Any notice or other communication given hereunder shall be deemed sufficient if in writing and hand delivered or sent by registered or certified mail, return receipt requested, addressed to the Company, 555 Heritage Drive, Suite 130, Jupiter, Florida 33458, Attention: Chief Executive Officer, and to the Optionee at the address indicated below. Notices shall be deemed to have been given on the date of hand delivery or mailing, except notices of change of address, which shall be deemed to have been given when received.

8. BINDING EFFECT. This Stock Option Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.

9. ENTIRE AGREEMENT. This Stock Option Agreement, together with the Plan, contains the entire understanding of the parties hereto with respect to the subject matter hereof and may be modified only by an instrument executed by the party sought to be charged.

10. GOVERNING LAW. This Stock Option Agreement shall be governed by, and construed in accordance with, the laws of the State of Nevada, excluding choice of law rules thereof.

11. EXECUTION IN COUNTERPARTS. This Stock Option Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which together shall constitute one and the same instrument.

12. FACSIMILE SIGNATURES. Signatures hereon which are transmitted via facsimile, or other electronic image, shall be deemed original signatures.

13. INTERPRETATION; HEADINGS. The provisions of this Stock Option Agreement shall be interpreted in a reasonable manner to give effect to the intent of the parties hereto. The headings and captions under sections and paragraphs of this Stock Option Agreement are for convenience of reference only and do not in any way modify, interpret or construe the intent of the parties or affect any of the provisions of this Stock Option Agreement.

[***Remainder of page intentionally left blank; signature page follows***]

IN WITNESS WHEREOF, the parties have executed this Stock Option Agreement as of the day and year first above written.

STEM CELL ASSURANCE, INC.

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

/s/ Mandy Clark
Signature of Optionee

Mandy Clark
Name of Optionee

_____
Address of Optionee

Exhibit 21

List of Subsidiaries

Name of Subsidiary	**Jurisdiction of Incorporation/Organization**
Stem Cell Cayman Ltd.	Cayman Islands
Stem Cellutrition, LLC	Florida
Lipo Rejuvenation Centers, Inc.	Florida