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

FORM 10-Q/A
Amendment No. 1

(Mark One)

x **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the Quarterly Period Ended March 31, 2014

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from to

Commission file number: 000-54402

BIORESTORATIVE THERAPIES, INC.

(Exact name of registrant as specified in its charter)

Nevada	**91-1835664**
(State or Other Jurisdiction of Incorporation or Organization)	(I.R.S. 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

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes x No ☐

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes x No ☐

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 definitions 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

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act): Yes ☐ No x

As of May 12, 2014, there were 22,202,276 shares of the issuer's common stock outstanding.

EXPLANATORY NOTE

This Amendment No. 1 to Form 10-Q/A (this "Amendment No. 1") is being filed to amend our Quarterly Report on Form 10-Q for the period ended March 31, 2014 (the "Original Filing"), filed with the U.S. Securities and Exchange Commission (the "Commission") on May 14, 2014 (the "Original Filing Date"). The sole purpose of this Amendment No. 1 is to file a revised Exhibit 10.1 and a revised Exhibit 10.2 to indicate the scope of certain redactions made therein and so that certain previously redacted provisions are disclosed. These revisions are being made in connection with the submission to the Commission of a confidential treatment request pursuant to Rule 24b-2 promulgated by the Commission under the Securities Exchange Act of 1934, as amended (the "Exchange Act"). The revised versions of Exhibit 10.1 and Exhibit 10.2 supersede in their entirety Exhibit 10.1 and Exhibit 10.2 to the Original Filing.

Pursuant to Rule 12b-15 under the Exchange Act, this Amendment No. 1 also contains new certifications pursuant to Section 302 of the Sarbanes-Oxley Act of 2002, which are attached hereto. As this Amendment No. 1 does not include any financial statements and does not contain or amend any disclosure with respect to Items 307 and 308 of Regulation S-K, paragraphs 3, 4, and 5 of the certifications have been omitted.

Except as described above, no changes have been made to the Original Filing, and this Amendment No. 1 does not modify, amend or update in any way any of the financial or other information contained in the Original Filing. This Amendment No. 1 does not reflect events that may have occurred subsequent to the Original Filing Date.

PART II - OTHER INFORMATION

Item 6. Exhibits.

Exhibit	Note	Description
10.1	(1)	Research and Development Agreement, dated as of March 19, 2014, between BioRestorative Therapies, Inc. and Rohto Pharmaceutical Co., Ltd *
10.2	(1)	Research Agreement, dated as of March 24, 2014, between Pfizer Inc. and BioRestorative Therapies, Inc. *
10.3	(2)	Promissory Note, dated May 7, 2014, issued by Stem Cell Cayman Ltd. in the principal amount of $500,000
10.4	(2)	Amendment No. One, dated as of May 9, 2014, to Research Agreement, dated June 15, 2012, between BioRestorative Therapies, Inc. and the University of Utah
31.1	(1)	Chief Executive Officer Certification
31.2	(1)	Chief Financial Officer Certification
32	(3)	Section 1350 Certification
101.INS	(3)	XBRL Instance Document
101.SCH	(3)	XBRL Schema Document
101.CAL	(3)	XBRL Calculation Linkbase Document
101.DEF	(3)	XBRL Definition Linkbase Document
101.LAB	(3)	XBRL Label Linkbase Document
101.PRE	(3)	XBRL Presentation Linkbase Document

*	Certain portions of this exhibit have been omitted by redacting a portion of the text (indicated by asterisks in the text). This exhibit has been filed separately with the Securities and Exchange Commission pursuant to a request for confidential treatment.
(1)	Filed herewith
(2)	Previously filed with the Original Filing.
(3)	Previously furnished with the Original Filing.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

Date: June 27, 2014

BIORESTORATIVE THERAPIES, INC.

By: /s/ Mark Weinreb
Mark Weinreb
Chief Executive Officer
(Principal Executive and Financial Officer)

EXHIBIT 31.1

SECTION 302 CERTIFICATION OF PRINCIPAL EXECUTIVE OFFICER

I, Mark Weinreb, certify that:

1) I have reviewed this Amendment No. 1 to the Quarterly Report on Form 10-Q/A of BioRestorative Therapies, Inc. for the period ended March 31, 2014; and

2) Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report.

Date: June 27, 2014

/s/ Mark Weinreb
Mark Weinreb
Principal Executive Officer

EXHIBIT 31.2

SECTION 302 CERTIFICATION OF PRINCIPAL FINANCIAL OFFICER

I, Mark Weinreb, certify that:

1) I have reviewed this Amendment No. 1 to the Quarterly Report on Form 10-Q/A of BioRestorative Therapies, Inc. for the period ended March 31, 2014; and

2) Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report.

Date: June 27, 2014

/s/ Mark Weinreb
Mark Weinreb
Principal Financial Officer

[Pursuant to 17 C.F.R. 240.24b-2, confidential information has been omitted in places marked "[…*…]" and has been filed separately with the Securities and Exchange Commission pursuant to a Confidential Treatment Application.]**

RESEARCH AND DEVELOPMENT AGREEMENT

THIS RESEARCH AND DEVELOPMENT AGREEMENT (this "Agreement"), dated as of March 19, 2014 (the "Effective Date"), is made and entered into by and between BioRestorative Therapies, Inc., a Nevada corporation ("BRT"), and Rohto Pharmaceutical Co., Ltd., a Japanese corporation ("Rohto") (collectively the "Parties" or individually a "Party").

PRELIMINARY STATEMENTS

1. BRT has expertise in the field of stem cell biotechnology, and in particular with regard to […***…].

2. Rohto is a well known pharmaceutical company in Japan which develops new technology at medical and cosmetic businesses and […***…] and seeks to use such materials for development of stem cell biotechnology.

3. Rohto desires to engage BRT to examine and research […***…] owned by BRT, to develop […***…] for use by Rohto and to produce […***…] BRT agrees to perform such services, subject to the terms and conditions hereof, and provide to Rohto […***…].

NOW, THEREFORE, in consideration of the various promises and undertakings set forth herein, the Parties agree as follows:

ARTICLE I

OBJECTIVE AND ENGAGEMENT

1.01 Objective. The objective of Rohto's engagement of BRT in this Agreement is, subject to the terms and conditions hereof, to develop […***…] to be derived from […***…] The Parties agree that the goal of this Agreement is, subject to the terms and conditions hereof, to […***…] derived from each of […***…] provided by BRT or Rohto for such purposes.

1.02 Engagement. Subject to the terms and conditions of this Agreement, Rohto agrees to engage BRT to conduct the Research Program (as defined hereinafter), and BRT agrees to conduct the Research Program.

ARTICLE II

RESEARCH PROGRAM

2.01 Rohto's Supply of Materials. Rohto shall provide to BRT […***…] in amounts as reasonably necessary to conduct the Research Program and as required by BRT from time to time. […***…] will be provided […***…] to BRT.

2.02 BRT's Responsibility. (a) BRT shall examine and research […***…] (as defined in this Section 2.02) with the goal of […***…] obtained from each of […***…] (for clarity, only […***…] and only […***…] is to be supplied to Rohto) supplied by BRT using […***…], and determining whether […***…] It is understood that […***…] presently used by BRT […***…] Thereupon, BRT shall seek to develop […***…] for the above purpose […***…], if necessary, and develop a […***…] (the "Research Program"). BRT shall provide […***…] during the Term (as hereinafter defined) […***…] to Rohto. The Research Program is detailed in Exhibit A attached hereto. BRT agrees that, except as otherwise provided for in this Agreement, it will […***…] only for the Research Program and not for any other purpose.

(b) With respect to the shipping of biological material between BRT and Rohto, each Party that ships biological material will do so in accordance with applicable international law and the respective laws of the jurisdictions from which and to which the materials are shipped. The cost of shipping and insurance will be the responsibility of the shipper.

2.03 Rohto's Responsibility. Rohto shall pay BRT two hundred fifty thousand United States dollars (US $250,000) as the fee for the Research Program (the "Fee"). The Fee will be paid by wire as follows:

(a) one hundred fifty thousand United States dollars (US $150,000) on the Effective Date;

(b) fifty thousand United States dollars (US $50,000) within ten (10) days following the completion of Workstream 1 (as detailed in the Research Program) and the commencement of Item 2 of Workstream 2 of the Research Program […***…]; and

(c) fifty thousand United States dollars (US $50,000) (the "Final Installment") within ten (10) days following Rohto's receipt of the final written report by BRT regarding the outcome of the Research Program (the "Final Report").

2.04 Periodic Meetings. The Parties agree to meet by telephone or other electronic means on a quarterly basis and for BRT to report in writing to Rohto on the progress of the Research Program in a timely manner. The Parties will meet in such manner more frequently as needed. In the event that BRT makes a discovery during the Research Program that it considers to be a breakthrough in research, it shall call for a meeting with Rohto by telephone or other electronic means to discuss such findings immediately and after the meeting BRT shall report the breakthrough and discussion between the Parties in writing in a timely manner. In the event the Parties determine that the details of the Research Program are to be amended, the Parties will make such amendment in written form and attach it to this Agreement as an amended Exhibit A and will modify the Fee to reflect any additional services to be provided by BRT. Any travel expenses for any meetings in the United States with regard to the training of Rohto employees will be borne by Rohto; provided, however, BRT shall obtain the prior written consent by Rohto for such expense.

ARTICLE III

EXCHANGE OF INFORMATION, CONFIDENTIALITY, AND OUTCOME

3.01 Exchange of Information. The Parties shall exchange all information as follows:

(a) BRT shall disclose to Rohto […***…] to Rohto and will provide to Rohto […***…] within thirty (30) days from the Effective Date.

(b) Rohto shall disclose to BRT […***…] and will provide to BRT […***…] within thirty (30) days from the Effective Date.

3.02 Final Report. (a) The Final Report shall include, without limitation, the following: […***…] and other pertinent information in detail, and […***…].

(b) BRT shall deliver the Final Report to Rohto during the Term. If BRT determines that a certain extension of the Term is necessary in order to deliver the Final Report, it shall make a request to Rohto for such extension of the Term at least thirty (30) days before the expiration of the Term. Rohto shall respond to BRT's request within seven (7) days of its receipt of BRT's request. Rohto's determination with regard to an extension of the Term shall not be unreasonably withheld. In the event that Rohto agrees to such extension, BRT may deliver the Final Report within such extended Term. If Rohto does not agree to such extension, BRT shall deliver the Final Report within the Term.

3.03 Confidentiality. The provisions of the Mutual Nondisclosure Agreement, of even date, attached hereto as Exhibit B, between the Parties (the "Nondisclosure Agreement") shall continue in full force and effect during the Term and for a period of […***…] thereafter.

ARTICLE IV

TERM; TERMINATION

4.01 Term. This Agreement shall commence as of the Effective Date and, unless sooner terminated or extended as provided hereunder, shall end one (1) year from the Effective Date (the "Term"). The Term and the scope of this Agreement may be extended and expanded by mutual written agreement.

4.02 Breach. The failure by either Party to comply with any of the material obligations contained in this Agreement shall entitle the other Party to give to the defaulting Party a default notice specifying the nature of the default and requiring it to cure such default. If such default is not cured within thirty (30) days after the receipt of such notice (or, if such default cannot be cured within such thirty (30) day period, or if the Party in default does not commence and diligently continue actions to cure such default), the notifying Party shall be entitled to terminate this Agreement immediately by written notice. Rohto agrees that the obligation to pay each installment of the Fee when due is a material obligation. Any termination by BRT of this Agreement as a result of a breach by Rohto, as provided for above, shall not release Rohto of its obligations to pay the Final Installment, which installment shall be due and payable upon such termination subject to the delivery of a report which reflects BRT's progress with regard to the Research Program until the date on which Rohto's breach occurred.

4.03 Surviving Rights. The Parties' obligations under the Nondisclosure Agreement shall survive the expiration or termination of this Agreement.

ARTICLE V

INVENTIONS AND TECHNOLOGIES

5.01 Ownership of Outcome. […***…].

5.02 License. (a) […***…].

(b) […***…].

ARTICLE VI

REPRESENTATIONS, WARRANTIES AND COVENANTS

6.01 Representations, Warranties and Covenants. Each Party hereby represents and warrants to, and covenants with, the other Party as follows:

(a) It is a company or corporation duly organized, validly existing and in good standing under the laws of the jurisdiction in which it is incorporated, and has full corporate power and authority and the legal right to own and operate its property and assets and to carry on its business as it is now being conducted and as contemplated in this Agreement.

(b) As of the Effective Date, (i) it has the corporate power and authority and the legal right to enter into this Agreement and perform its obligations hereunder; (ii) it has taken all necessary corporate action on its part required to authorize the execution and delivery of this Agreement and the performance of its obligations hereunder; and (iii) this Agreement has been duly executed and delivered on behalf of such Party, and constitutes a legal, valid and binding obligation of such Party that is enforceable against it in accordance with its terms.

(c) It has not entered, and shall not enter, into any agreement with any third party that is in conflict with the rights granted to the other Party under this Agreement, and has not taken and shall not take any action that would in any way prevent it from granting the rights granted to the other Party under this Agreement, or that would otherwise materially conflict with or adversely affect the rights granted to the other Party under this Agreement. Its performance and execution of this Agreement does not and will not result in a breach of any other contract to which it is a party.

ARTICLE VII

MISCELLANEOUS PROVISIONS

7.01 Relationship of Parties. Nothing in this Agreement is intended or shall be deemed to constitute a partnership, agency, employer-employee or joint venture relationship between the Parties. Neither Party shall incur any debts or make any commitments for the other, except to the extent, if at all, specifically provided herein.

7.02 Assignment. Except as otherwise provided herein, neither this Agreement nor any interest hereunder shall be assignable by either Party without the prior written consent of the other Party.

7.03 Publication. BRT may not publish or otherwise publicly disclose (including, without limitation, in abstracts, presentations, meetings or seminars), either in writing or orally, the results of studies on materials obtained from, or produced in collaboration with, Rohto unless Rohto, in its sole discretion, agrees in writing to such publication and the content thereof. Rohto may publish or otherwise publicly disclose (including, without limitation, in abstracts, presentations, meetings or seminars), either in writing or orally, the results of studies on materials obtained from, or produced in collaboration with BRT, without any consent of BRT unless any BRT confidential, proprietary or patentable information is included in the publication with BRT. If Rohto's publication or disclosure includes any BRT confidential, proprietary or patentable information, Rohto shall not publish or otherwise publicly disclose any such information without the prior written consent of BRT. At least thirty (30) days prior to any such proposed publication or disclosure, Rohto will provide to BRT a copy of the proposed document for publication or disclosure so that BRT may determine that no BRT confidential, proprietary or patentable information is included.

7.04 Announcements. Neither Party shall have the right to make any public announcement or other disclosure with respect to this Agreement, nor disclose the terms of this Agreement, without the prior written consent of the other Party, except as follows:

(a) each Party may disclose the terms of this Agreement to the extent such disclosure is required by law (including without limitation by the rules and regulations of the Securities and Exchange Commission, any securities exchange or NASDAQ) or to defend or prosecute litigation or arbitration; provided, that, prior to such disclosure, to the extent permitted by law or such rules and regulations, such disclosing Party notifies the other Party of such requirement and the disclosing Party furnishes only those terms of this Agreement that the disclosing Party is legally required to furnish.

(b) each Party may disclose this Agreement to its (i) then-current and potential third party licensees and sublicensees, and (ii) then-current and potential directors, investors, lenders and acquirers; provided, that such persons are bound to maintain the confidentiality of this Agreement to the same extent as if they were parties hereto.

(c) each Party shall have the right to issue a press release in the form of Exhibit C attached hereto upon the signing of this Agreement.

[…***…] Confidential information has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to this omitted information.

7.05 Arbitration. In the event of any controversy or claim arising out of or relating to this Agreement, or the performance or breach thereof, which the Parties cannot amicably resolve, the Parties agree to submit the matter for resolution under the Rules of Arbitration of the International Chamber of Commerce to be decided by one or more arbitrators appointed in accordance with the said Rules. Said arbitration will be held in New York, New York. The award of the arbitrator(s) shall be final and judgment upon such an award may be entered in any competent court or application may be made to any competent court for juridical acceptance of such an award and order of enforcement.

7.06 Sharing of Information. BRT and Rohto shall keep each other currently informed of relevant progress, plans and information concerning the development, manufacture, and use of cell lines, components and processes to the extent that they directly arise from the Research Program during the Term.

7.07 No Trademark Rights. Except as otherwise provided herein, no right, express or implied, is granted by this Agreement to use in any manner the name "BRT" or "Rohto" or any other trade name or trademark of the other Party in connection with the performance of this Agreement.

7.08 Notices. All notices and other communications hereunder shall be in writing, in English, and shall be deemed given if delivered personally or by facsimile transmission (receipt verified), telexed, mailed by registered or certified mail (return receipt requested), postage prepaid, or sent by an international express courier service of similar stature, to the Parties at the following addresses (or at such other address for a Party as shall be specified by like notice; provided, that notices of a change or address shall be effective only upon receipt thereof):

If to BRT addressed to:

555 Heritage Drive
Jupiter, Florida 33458
United States
Attention: Mark Weinreb, CEO

If to Rohto, addressed to:

Rohto Pharmaceutical Co., Ltd
1-8-1, Tatsumi-nishi, Ikuno-ku,
Osaka 544-8666, Japan
Attention: Tetsumasa Yamada

7.09 Amendment. No amendment, modification or supplement of any provision of this Agreement shall be valid or effective unless made in writing and signed by a duly authorized officer of each Party.

[…***…] Confidential information has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to this omitted information.

7.10 Waiver. No provision of this Agreement shall be waived by any act, omission or knowledge of a Party or its agents or employees except by an instrument in writing expressly waiving such provision and signed by the waiving Party.

7.11 Counterparts. This Agreement may be executed simultaneously in two counterparts, either one of which need not contain the signature of more than one Party but both such counterparts taken together shall constitute one and the same agreement.

7.12 Descriptive Headings. The descriptive headings of this Agreement are for convenience only, and shall be of no force or effect in construing or interpreting any of the provisions of this Agreement.

7.13 Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, applicable to contracts executed and performed wholly within the State of New York.

7.14 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.

7.15 Entire Agreement of the Parties. This Agreement, together with the Nondisclosure Agreement, constitutes and contains the entire understanding and agreement of the Parties and cancels and supersedes any and all prior negotiations, correspondence, understandings and agreements, whether oral or written, between the Parties respecting the subject matter hereof.

7.16 Uncontrollable Forces. Neither Party shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to uncontrollable forces the effect of which, by the exercise of reasonable diligence, such Party could not avoid. The term "uncontrollable forces" shall mean any event which results in the prevention or delay of performance by BRT of its obligations under this Agreement and which is beyond the control of such Party. It includes, but is not limited to, fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, inability to procure permits, licenses, or authorizations from any state, local, or federal agency or person for any of the supplies, materials, accesses, or services required to be provided by either Rohto or BRT under this Agreement, strikes, work slowdowns or other labor disturbances, and judicial restraint.

7.17 Facsimile or Email Signatures. Signatures hereon which are transmitted via facsimile or email shall be deemed original signatures

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

[…***…] Confidential information has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to this omitted information.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by its duly authorized officer as of the day and year first above written.

BIORESTORATIVE THERAPIES, INC.

By: _____

ROHTO PHARMACEUTICAL CO., LTD

By: _____

[…***…] Confidential information has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to this omitted information.

Exhibit A

Research Program

[…***…]

[…***…] Confidential information has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to this omitted information. A total of four pages have been redacted from Exhibit A.

Exhibit B

Mutual Nondisclosure Agreement

MUTUAL NONDISCLOSURE AGREEMENT

AGREEMENT, made this __ day of March, 2014, between **BIORESTORATIVE THERAPIES, INC.,** a Nevada corporation, and **ROHTO PHARMACEUTICAL CO., LTD.,** a Japanese corporation.

WHEREAS, the above parties are engaged in discussions concerning a possible business transaction between them; and

WHEREAS, in order to facilitate such discussions, certain Confidential Information (as hereinafter defined) may be disclosed between the parties.

NOW, THEREFORE, it is agreed:

1. Obligations. This Agreement will confirm the understanding between the parties concerning the mutual obligations of confidentiality with respect to Confidential Information furnished pursuant to this Agreement.

2. Definition of Confidential Information. As used in this Agreement, the term "Confidential Information" shall mean all communications, documents and other information, whether in written, oral, printed, electronic, machine readable, or other form, which a disclosing party furnishes to a receiving party with respect to itself and/or its subsidiaries and affiliates, regardless of the manner in which it is furnished and shall include all information acquired by observation or otherwise during any site visit at a disclosing party's facility. "Confidential Information" shall include, but not be limited to, product plans, designs, market research and analysis, costs, customer and supplier lists, strategies, forecasts, computer programs, technical data, know-how, trade secrets, discoveries, inventions and any other intellectual property (whether or not patented), all other information disclosed by one party to the other pursuant to this Agreement, and any and all analyses, compilations and other materials prepared by the receiving party or any of its officers, directors, employees, representatives or agents (collectively, "Representatives") containing or based in whole or in part on any such information furnished by the disclosing party or its Representatives or otherwise obtained by the receiving party or its Representatives.

3. Confidentiality. The parties acknowledge that each party considers the Confidential Information it discloses to be proprietary and confidential. The Confidential Information will be kept confidential, will be used solely in connection with the evaluation of the proposed business transaction and will not, without the prior written consent of the disclosing party, be used or disclosed, directly or indirectly, in any manner whatsoever, in whole or in part. The receiving party agrees to exercise the same degree of care, but not less than a reasonable degree of care, to preserve the confidentiality of the Confidential Information that it exercises with respect to its own confidential information. Without limiting the generality of the foregoing, the receiving party shall not use any Confidential Information for the purpose of effectuating a purchase or sale of the securities of the disclosing party. In addition, neither party will disclose to any person or entity the fact that this Agreement has been entered into, that Confidential Information has been provided under this Agreement, that discussions or negotiations are taking place or have taken place concerning a possible transaction between the parties, or any of the terms, conditions or other facts with respect to any such discussions or possible transaction, including the status thereof, except as required by law or regulation.

[…***…] Confidential information has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to this omitted information.

4. Disclosure to Representatives. Each party agrees that a receiving party may disclose Confidential Information or portions thereof to those of its Representatives who need to know such Confidential Information for the purpose of evaluating a possible transaction between the parties. Prior to disclosing any Confidential Information to any Representative, the receiving party will inform such Representative of the confidential nature of the Confidential Information. The receiving party agrees to be responsible for any breach of this Agreement by its Representatives.

5. Protective Order. Notwithstanding any provision in this Agreement to the contrary, a receiving party may disclose Confidential Information or portions thereof to the extent required to comply with an order issued by a court or governmental agency of competent jurisdiction; provided, however, that, prior to disclosing any Confidential Information pursuant to an order of such court or governmental agency, the receiving party shall give the disclosing party prompt notice so that it may seek, in its sole discretion, a protective order or other appropriate remedy. In the event that such protective order or other remedy is not obtained, or the disclosing party waives compliance with the provisions of this Agreement, only that portion of the Confidential Information which is legally required to be disclosed will be furnished.

6. Exceptions. The obligations imposed upon the parties herein shall not apply to information:

a. which is publicly available prior to the date hereof; or

b. which hereafter becomes available to the public through no wrongful act of the receiving party; or

c. which was already in the possession of the receiving party at the time of disclosure and not subject to an existing agreement of confidence between the parties; or

d. which is received from a third party without restriction, not in violation of an agreement of confidence and without breach of this Agreement.

7. Ownership of Confidential Information and Derivatives. All Confidential Information and any Derivatives (as hereinafter defined) thereof remain the property of the party which created the Confidential Information and no license or other rights to Confidential Information is granted or implied hereby. For purposes of this Agreement, "Derivatives" shall mean: (i) for copyrightable or copyrighted material, any translation, abridgment, revision or other form in which an existing work may be recast, transformed or adapted; (ii) for patentable or patented material, any improvement thereon; and (iii) for material which is protected by trade secret, any new material derived from such existing trade secret material, including new material which may be protected by copyright, patent and/or trade secret.

[…***…] Confidential information has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to this omitted information.

8. No Warranties or Representations as to Confidential Information. Each of the parties acknowledges that neither makes any express or implied representation or warranty as to the accuracy or completeness of the Confidential Information, and neither party shall have any liability to the other party or any of its Representatives relating to or arising from its or their use of any Confidential Information or for any errors therein or omissions therefrom.

9. Return of Information. All Confidential Information furnished by one party to the other is considered loaned for use solely in connection with the proposed business transaction, and shall be returned by the receiving party to the disclosing party upon request by the disclosing party. The receiving party shall certify that it has destroyed or returned all copies of the Confidential Information in its possession.

10. Need for Definitive Agreement. Each of the parties agrees that, unless and until a definitive written agreement between the parties with respect to a business transaction has been executed and delivered, neither party will be under any obligation of any kind whatsoever with respect thereto by virtue of this or any written or oral expression concerning such a transaction, except, in the case of this Agreement, for the matters specifically agreed to herein.

11. Equitable Relief. Each party acknowledges and agrees that, in the event of any breach or threatened breach of any provision of this Agreement, the disclosing party will be without an adequate remedy at law and, accordingly, shall be entitled to enforce such provisions by temporary or permanent injunctive or mandatory relief obtained in an action or proceeding instituted in any court of competent jurisdiction without the necessity of proving damages or posting any bond or other security and without prejudice to any other rights or remedies which it may have at law or in equity.

12. Applicable Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of New York, applicable to agreements performed solely within the State of New York.

13. Arbitration. In the event of any controversy or claim arising out of or relating to this Agreement, or the performance or breach thereof, which the parties cannot amicably resolve, the parties agree to submit the matter for resolution under the Rules of Arbitration of the International Chamber of Commerce to be decided by one or more arbitrators appointed in accordance with the said Rules. Said arbitration will be held in New York, New York. The award of the arbitrator(s) shall be final and judgment upon such an award may be entered in any competent court or application may be made to any competent court for juridical acceptance of such an award and order of enforcement.

14. Entire Agreement. This Agreement sets forth the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, arrangements and understandings relating thereto.

[…***…] Confidential information has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to this omitted information.

15. Amendments; Waivers. This Agreement may be amended only by a written instrument executed by each party or, in the case of a waiver, by the disclosing party. The failure of the disclosing party at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce such provision or any other provision. No waiver by the disclosing party of the breach of any term contained herein, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such breach or the breach of any other term of this Agreement.

16. Notices. Any notices sent to the parties pursuant to the terms of this Agreement shall be hand delivered, transmitted by fax to the number set forth on the signature page hereof or mailed by certified mail, return receipt requested, or overnight courier to the address set forth on the signature page hereof, to the attention of the undersigned Representative of the party.

17. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

18. Severability. Any term or provision of this Agreement which is prohibited or held invalid or unenforceable in any jurisdiction shall, as to such jurisdiction only, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

19. Counterparts; Facsimile and Email Signatures. This Agreement may be executed in separate counterparts, each of which counterparts shall be deemed an original and all of which counterparts shall together constitute one and the same agreement. Facsimile and email signatures shall be deemed to be original signatures.

20. Communications. Each party agrees that any and all communications by it or its Representatives regarding the provision of or access to Confidential Information, and any and all discussions by it or its Representatives with respect to the proposed business transaction, shall be conducted solely with the undersigned Representative of the other party, unless otherwise authorized by such person on behalf of such other party.

21. Representation by Counsel; Interpretation. The parties acknowledge that they have been represented by counsel, or 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.}

[…***…] Confidential information has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to this omitted information.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

BIORESTORATIVE THERAPIES, INC.

By: /s/
Mark Weinreb
Chief Executive Officer

555 Heritage Drive, Suite 130
Jupiter, Florida 33458
Fax Number: (561) 429-5684

ROHTO PHARMACEUTICAL CO., LTD.

By: /s/
Name: Tetsumasa Yamada
Title: Head of Regenerative Medicine Research and Planning Division

1-8-1, Tatsumi-nishi, Ikuno-ku,
Osaka 544-8666, Japan
Fax Number: (813)-6832-6024

[…***…] Confidential information has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to this omitted information.

Exhibit C

Press Release

[to be finalized by the Parties]

[…***…] Confidential information has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to this omitted information.

[Pursuant to 17 C.F.R. 240.24b-2, confidential information has been omitted in places marked "[…*…]" and has been filed separately with the Securities and Exchange Commission pursuant to a Confidential Treatment Application.]**

RESEARCH AGREEMENT

("Agreement")

Pfizer Inc, a Delaware corporation with an address at 235 East 42nd Street, New York, New York 10017 ("**PFIZER**"), and **BioRestorative Therapies, Inc.**, a Nevada corporation with an address at 555 Heritage Drive, Jupiter, Florida 33458 ("**BRT**"), enter into this Agreement for the conduct of studies entitled "*Development and Validation of a Human Brown Adipose Cell Model*" as set forth in the research plan attached as Exhibit A ("**Research Plan**").

1.DEFINITION:

1.1. "Affiliate" means any corporation, firm, partnership or other entity which directly or indirectly controls, is controlled by, or is under common control with a particular party.

1.2. "Applicable Law" means any statute, law, treaty, rule, code, ordinance, regulation, permit, interpretation, certificate or order of a Governmental Authority, or any judgment, decision, decree, injunction, writ, order, subpoena, or like action of any court, arbitrator or other government entity related to the collection, retention, security and use of the Material, as the same are promulgated and applied as of the effective date of this Agreement and at all times thereafter.

1.3. "BRT Material" means all materials or samples (including, without limitation, […***…]) provided by or on behalf of or otherwise made available by or on behalf of BRT to PFIZER pursuant to or otherwise in connection with this Agreement.

1.4. "BRT Results" means and includes all technology, materials, intellectual property and technical information that are developed by BRT employees, technicians or others working solely on behalf of BRT (excluding any PFIZER employees or contractors) in performance of the Research Plan.

1.5. "Donor" means the donor of the Donor Material or of the original tissues from which the Donor Material was derived.

1.6. "Donor Material" means cells, cell cultures, blood, fluids, tissues, genetic information (including data or results derived from human brown and white adipose cell lines).

1.7. "Governmental Authority" means any federal, state, local or foreign government entity, authority, agency, instrumentality, court, tribunal, regulatory commission or other body, whether legislative, judicial, administrative or executive (or a combination or permutation thereof), and any arbitrator to whom a dispute has been presented under government rule or by agreement of the parties with an interest in such dispute.

1.8. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, as codified at 42 USC § 1320(d) and all regulations promulgated thereunder.

1.9. "Patient Identifiable Information" means any information (whether or not key coded) that identifies, or could identify, the Donor and/or any individually identifiable, or potentially individually identifiable, health information of that Donor, including, without limitation, Protected Health Information (as defined in 45 CFR § 164.501) or Individually Identifiable Health Information (as defined in 42 USC § 1320(d)) and other information protected by data protection and/or privacy legislation in any and all applicable territories.

1.10. "PFIZER Material" means all materials or samples (including, without limitation, […***…]) provided by or on behalf of or otherwise made available by or on behalf of PFIZER to BRT pursuant to or otherwise in connection with this Agreement.

1.11. "PFIZER Results" means and includes all technology, materials, intellectual property and technical information that are developed by PFIZER employees, technicians or others working solely on behalf of PFIZER (excluding any BRT employees or contractors) in performance of the Research Plan.

1.12. "Privacy Board" means a review body that is established to act upon requests for a waiver or an alteration of the authorization requirement under the privacy rule for uses and disclosures of Patient Identifiable Information for the relevant research study.

2. SCOPE OF WORK: BRT, under the direction of principal investigator, Francisco Silva, Vice President, Research & Development ("**Principal Investigator**"), will perform the studies and provide to PFIZER the data and reports described in the Research Plan.

3. TERM: The term of this Agreement is effective as of March 24th, 2014 ("**Effective Date**") and unless earlier terminated or extended, continues for two (2) years until March 23rd ,2016 (the "**Expiration Date**"), or until the completion of the work described in the Research Plan, whichever comes first.

4. PAYMENT: PFIZER will pay BRT up to the sum of $775,000 (Seven Hundred and Seventy Five Thousand Dollars) during the term of this Agreement according to the following payment schedule:

- The sum of $250,000 (Two Hundred Fifty Thousand Dollars) (the "**Initial Payment**") – *which represents technology access fee, upfront costs, and Q1 labor costs associated with Workstream #1* -- will be payable concurrently with the execution of this Agreement.
- The sum of $356,250 (Three Hundred Fifty-Six Thousand Two Hundred Fifty Dollars) (the "**Second Installment**") will be payable in four (4) equal quarterly installments (of $89,062.50 for Q2, Q3, Q4, and Q5) commencing on the three (3) month anniversary of the Effective Date and continuing every three (3) months thereafter (each, a "**Quarterly Period**"); provided, however, that, in the event of the achievement of Workstream #1 Deliverable #1 -- *Delivery from BRT to PFE of* […***…], the balance of the Second Installment shall be due and payable.
- The sum of $168,750 (One Hundred Sixty-Eight Thousand Seven Hundred Fifty Dollars) (the "**Third Installment**") will be payable in two (2) equal bi-annual installments (of $84,375) following the Second Installment and continuing every six (6) months thereafter (each, a "**Bi-Annual Period**"); provided, however, that, in the event of achievement of Workstream #2 Deliverable #2 -- *analysis of* […***…] and delivery of the final report to PFIZER, the balance of the Third Installment shall be due and payable.

[…***…] Confidential information has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to this omitted information.

Payments under this Agreement will be due within thirty (30) days following PFIZER's receipt of an invoice from BRT (except that the Initial Payment shall be paid concurrently with the execution of this Agreement).

All invoices shall be delivered to PFIZER c/o: PFIZER INC. GFSS – AMERICAS, PO Box 34600, Bartlett, TN 38184-0600, United States. To receive payment from your purchase order (PO), mail a document clearly marked 'INVOICE' to the address above (or email apinvoices@pfizer.com) with the following information clearly listed: Description of research conducted, and/or goods provided, PO number, amount owed and name and address payment is to be sent to. This will help facilitate a quick payment to BRT for research conducted. BRTs enrolled in PFIZER's e-Invoicing programs (ASN or OB10) can ignore this PO Note. All invoice or billing related questions should be referred to PFIZER's Accounting Department at 800.601.1357 or go to the Accounts Payable Inquiry Tool (APIQ) at www.pfizeraccountspayable.com.

In addition, a copy of each invoice will be mailed and emailed to:

Michael Rukstalis, Principal Scientist

CVMED Research Unit

Pfizer Worldwide Research & Development

Cambridge Laboratories

610 Main St

Cambridge, MA 02139

with an electronic copy to:

Michael Rukstalis at: michael.rukstalis@pfizer.com

5.PFIZER & BRT MATERIAL:

5.1.1.Ownership, Delivery and Handling. BRT acknowledges and agrees that, as between the parties, PFIZER is and shall at all times remain the sole and exclusive owner of the PFIZER Material and all intellectual property rights therein. PFIZER acknowledges and agrees that, as between the parties, BRT is and shall at all times remain the sole and exclusive owner of the BRT Material and all intellectual property rights therein. PFIZER will supply BRT with such quantities and types of the PFIZER Material as PFIZER in its sole discretion determines is appropriate under the Research Plan, and BRT will supply PFIZER with such quantities and types of the BRT Material as BRT in its sole discretion determines is appropriate under the Research Plan. Upon the sooner of the expiration or termination of this Agreement or upon the request of PFIZER, BRT shall, in accordance with PFIZER's instructions, return to PFIZER, or destroy at PFIZER's option with written certification of such destruction sent to PFIZER, all unused PFIZER Material. Upon the sooner of the expiration or termination of this Agreement or upon the request of BRT, PFIZER shall, in accordance with BRT' instructions, destroy with written certification of such destruction sent to BRT, all stem cell lines in PFIZER's possession that were developed by BRT during the performance of the Research Plan and were not selected by PFIZER pursuant to the Workstream 1 Deliverables set forth in the Research Plan for further analysis in Workstream 2.

5.1.2.Experimental Materials. BRT acknowledges that the PFIZER Material comprises experimental materials and BRT will comply with all laws and regulations applicable to handling and use of such materials. BRT will not use the PFIZER Material for testing in or treatment of human subjects. PFIZER acknowledges that the BRT Material comprises experimental materials and PFIZER will comply with all laws and regulations applicable to handling and use of such materials. PFIZER will not use the BRT Material for testing in or treatment of human subjects.

5.1.3.NO WARRANTY. THE PFIZER MATERIAL AND BRT MATERIAL ARE PROVIDED TO THE OTHER PARTY AS-IS AND WITHOUT WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, NONINFRINGEMENT, TITLE, OR FITNESS FOR A PARTICULAR PURPOSE.

5.1.4.Transfer of Material. BRT will not transfer, disclose, make available, or sell any of the PFIZER Material to any third party. BRT shall not modify or use the PFIZER Material other than as expressly permitted under the Research Plan. PFIZER will not transfer, disclose, make available, or sell any of the BRT Material to any third party except as permitted under Section 6(a).

5.1.5.Use of Material. BRT will use the PFIZER Material solely for the purpose of performing the Research Plan. BRT shall not analyze the PFIZER Material or attempt in any way to discover the identity, structure, mechanism of action, or composition of the PFIZER Material other than as expressly permitted under the Research Plan. Notwithstanding any provision in this Agreement to the contrary, PFIZER shall not be obligated at any time to disclose to BRT the identity, structure, composition of, or other information concerning, the PFIZER Material.

6.INTELLECTUAL PROPERTY:

(a) BRT Materials; BRT Results. […***…]

(b) PFIZER Related IP. […***…]

[…***…] Confidential information has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to this omitted information.

(c) PFIZER Materials; PFIZER Results. […***…]

(d) […***…]

7.INFORMATION: For purposes of this Agreement, the term "**Information**" means all written information relating to the studies described in the Research Plan, including but not limited to data, know-how, materials, compound samples and compound specifications which PFIZER shall deliver to BRT, or BRT shall deliver to PFIZER, pursuant to this Agreement, stamped "Confidential," or disclosed to BRT or PFIZER, as the case may be, orally declaring same to be confidential and confirming such declaration in writing within thirty (30) days of disclosure.

8.CONFIDENTIALITY: Each party agrees to maintain the Information in confidence with the same degree of care it holds its own confidential information. Neither party will use the Information except for the studies described in the Research Plan or as otherwise permitted herein to practice the rights granted herein. Each party will disclose the Information only to its officers, directors, employees and consultants directly concerned with the studies, but will neither disclose information to any third party nor use the Information for any other purpose.

9.EXCEPTIONS TO CONFIDENTIALITY: Each party's obligation of nondisclosure and the limitations upon the right to use the Information shall not apply to the extent that such party can demonstrate that the Information: (a) was in the possession of such party prior to the time of disclosure; or (b) is or becomes public knowledge through no fault or omission of such party; or (c) is obtained by such party from a third party under no obligation of confidentiality to the other party.

In the event a party is legally required to disclose any of the Information, such party shall provide prompt prior written notice of such requirement to the other party, afford the other party an opportunity to secure confidential treatment for such disclosure, and if the other party is unsuccessful, furnish only that portion of the Information which such party is legally required to disclose.

10.SURVIVAL OF CONFIDENTIALITY OBLIGATIONS: All obligations relating to confidentiality of the parties under this Agreement shall survive the termination of this Agreement for a period of […***…].

11.DONOR MATERIAL: BRT represents that the Donor Material used in, provided to PFIZER, pursuant to this Agreement will conform to the overall description, features, function and specifications set forth in the Research Plan. Furthermore, BRT represents and warrants the following:

11.1.BRT will not provide to PFIZER any medical information or Patient Identifiable Information about any Donor.

11.2.BRT will comply with all Applicable Laws and obtain all required governmental permits, licenses and authorizations in the collection and handling of the Donor Material.

11.3.Collection of the Donor Material has been approved by an Institutional Review Board ("IRB") that complies with all Applicable Laws for such a body.

11.4.An IRB-approved informed consent form ("ICF") compliant with all Applicable Laws, will be signed by and obtained from each Donor (or Donor's representative in the event that the Donor is incapacitated) prior to donation in respect of each Donor Material (or the tissue from which the Material was derived) ("Informed Consent").

11.5. BRT has legal right and title to the Donor Material and has the required Donor consent to transfer the Donor Material to PFIZER.

11.6. Uses of the Donor Material described in the Research Plan are within the scope of and consistent with BRT's ethical approval policies, if any, the Informed Consent, and the IRB's approval.

12. REPORTS: BRT shall cause the Principal Investigator to furnish to PFIZER a comprehensive report within thirty (30) days of the one year anniversary of the Effective Date, describing in reasonable detail the work accomplished on the studies described in the Research Plan.

13. DISCLOSURE OF FEES: As part of any disclosure policy that may be implemented from time-to-time by a party regarding payments made to members of the medical or scientific community, or in accordance with applicable laws or regulations, such party shall have the right to disclose any terms related to this Agreement, including the Principal Investigator's name and the fees provided to BRT hereunder.

14. HANDLING OF PATIENT INFORMATION:

14.1. BRT and PFIZER will each comply in all material respects with all Applicable Law regarding the privacy of Patient Identifiable Information (including during collection, use, storage, and disclosure), including, but not limited to, HIPAA and any current and future regulations promulgated thereunder including without limitation the federal privacy regulations contained in 45 CFR Parts 160 and 164, the federal security standards contained in 45 CFR Parts 106 and 162, all collectively referred to herein as "HIPAA Requirements").

14.2. BRT agrees to collect, use, store, and disclose Patient Identifiable Information collected or provided as part of the Research Plan and for the purpose of complying with applicable law, provided that all such uses are disclosed in the ICF.

14.3. BRT will ensure that that ICF provides PFIZER may use the Donor Material for any research, development and regulatory purpose.

14.4. BRT agrees that it will not disclose to PFIZER any Patient Identifiable Information of any Donor and PFIZER will not attempt to identify any Donor.

14.5. If PFIZER inadvertently receives Patient Identifiable Information from BRT, PFIZER will take appropriate measures to protect the privacy and confidentiality of such information and to ensure that PFIZER's collaborators take similar measures.

15. ENTIRE AGREEMENT: This Agreement sets forth the entire agreement between PFIZER and BRT as to its subject matter. None of the terms of this Agreement shall be amended except in writing signed by both parties.

16. BREACH AND TERMINATION: If either party breaches this Agreement in any material respect, the other party may terminate it if the breaching party does not cure the breach within thirty (30) days of written notice of the same (a "Breach Termination"). PFIZER may terminate this Agreement with or without cause by giving thirty (30) days notice to BRT in writing. If PFIZER terminates this Agreement based upon a Breach Termination, then PFIZER's obligation to make payments that are due after the termination date shall cease; provided, however, that, in the event that PFIZER terminates this Agreement other than pursuant to a Breach Termination, then, in addition to the Initial Payment and any Second Installment payments already due, BRT shall be entitled to receive all quarterly Second Installment payments that are due through the end of the Quarterly Period in which the termination date falls and, if the notice of termination is sent following the commencement of any Workstream 2 work, BRT shall be entitled to receive all bi-annual Third Installment payments that are due through the end of the Bi-Annual Period in which the termination date falls. The right of termination shall be an addition to any other rights the terminating party may have, at law or equity, pursuant to this Agreement. Sections 1, 5, 6, 8, 9, 10, 15 and 18 shall survive any termination of this Agreement, whether due to a breach or otherwise.

17.COMPLIANCE WITH LAWS: Both PFIZER and BRT shall comply in all material respects with the requirements of all Applicable Laws, rules, regulations and orders of any government authority including laws related to animal welfare. BRT will comply with Pfizer's animal care and use policy -- http://www.pfizer.com/research/research_clinical_trials/laboratory_animal_care . BRT will procure all Donor Material in accordance with all Applicable Laws. Additionally, PFIZER agrees to use the Donor Material in compliance with all Applicable Laws. BRT shall not use services of any BRT employees that have been or are currently debarred or otherwise disqualified by the United States Food and Drug Administration or other regulatory or certification authority.

17.1. Regulatory. BRT is solely responsible for any and all safety reporting and regulatory obligations associated with the procurement of the Donor Material.

17.2. Standards. BRT will procure the Donor Material in accordance with International Conference on Harmonization Good Clinical Practice ("ICH GCP") guidelines (to the extent applicable), and all Applicable Laws. BRT will comply with all IRB requirements relating to the procurement of Donor Materials.

17.3. IRB Approval. If required, BRT will ensure that the procurement of the Donor Material is approved by and subject to continuing oversight by an appropriate IRB.

17.4. Informed Consent. As required, BRT will obtain Informed Consent from each Donor in accordance with Applicable Law (including without limitation 21 Code of Federal Regulations Part 50), ensure that Informed Consent that covers the research to be conducted has already been obtained, or obtain a waiver of Informed Consent for procurement of the Donor Material from an appropriate IRB. If an Informed Consent is used, BRT will inform Donors that Pfizer is providing support for procurement of the Donor Material. Pfizer has no obligation to participate in the development of, or to review or comment on, an ICF, authorization, or waiver request.

18.CHOICE OF LAW: This Agreement shall be construed in accordance with the laws of the State of New York, excluding choice of law principles thereof.

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

IN WITNESS WHEREOF, duly-authorized representatives of the parties have signed as of the dates written below**.**

BioRestorative Therapies, Inc.	**Pfizer Inc.**
By: _____	By: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
(Duly authorized)	(Duly authorized)

[…***…] Confidential information has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to this omitted information.

EXHIBIT A

RESEARCH PLAN

[…*…]**

[…***…] Confidential information has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to this omitted information. A total of eight pages have been redacted from Exhibit A.