

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, DC 20549

SCHEDULE 13D
(Rule 13d-101)

INFORMATION TO BE INCLUDED IN STATEMENTS FILED PURSUANT TO RULE 13d-1(a) AND
AMENDMENTS THERETO FILED PURSUANT TO RULE 13d-2(a)

(Amendment No. 2)*

BioRestorative Therapies, Inc.
(Name of Issuer)

Common Stock, \$.001 Par Value
(Title of Class of Securities)

090655408
(CUSIP Number)

Mark Weinreb
40 Marcus Drive
Melville, New York 11747
(631) 760-8100
(Name, Address and Telephone Number of Person
Authorized to Receive Notices and Communications)

June 23, 2017
(Date of Event Which Requires Filing of This Statement)

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

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

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

CUSIP No. 090655408

1. Name of Reporting Person

Mark Weinreb

2. Check the appropriate box if a member of a group*

(a) ☐(b) ☐

3. SEC Use Only

4. Source of Funds

N/A

5. Check box if disclosure of legal proceedings is required pursuant to items 2(d) or 2(e)

☐

6. Citizenship or Place of Organization

United StatesNumber of
Shares
Beneficially
Owned By
Each
Reporting
Person
With:7. Sole Voting Power
764,8358. Shared Voting Power
09. Sole Dispositive Power
764,83510. Shared Dispositive Power
011. Aggregate Amount Beneficially Owned by Reporting Person
764,83512. Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares ☐13. Percent of Class Represented by Amount in Row (11)
12.5%14. Type of Reporting Person
IN

ITEM 1. SECURITY AND ISSUER.

This statement amends and supplements the Schedule 13D, filed with the SEC on February 15, 2013, as amended by Amendment No. 1 thereto, filed with the SEC on December 28, 2015, relating to shares of Common Stock, par value \$.001 per share (the "Common Stock"), of BioRestorative Therapies, Inc., a Delaware corporation (the "Company"). The address of the principal executive offices of the Company is 40 Marcus Drive, Melville, New York 11747.

ITEM 2. IDENTITY AND BACKGROUND.

(a) Name of Reporting Person:

Mark Weinreb

(b) Residence or business address:

40 Marcus Drive
Melville, New York 11747

(c) The Reporting Person is employed as the Chief Executive Officer, President and Chairman of the Board of the Company.

(d) The Reporting Person has not been convicted in a criminal proceeding in the last five years.

(e) The Reporting Person has not, during the last five years, been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction resulting in a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

(f) The Reporting Person is a citizen of the United States of America.

ITEM 3. SOURCE AND AMOUNT OF FUNDS OR OTHER CONSIDERATION.

N/A

ITEM 4. PURPOSE OF TRANSACTION.

On June 23, 2017, the Company granted to the Reporting Person a ten year option for the purchase of 275,000 shares of Common Stock of the Company at an exercise price of \$3.35 per share. The option is exercisable to the extent of (a) 91,667 shares effective as of June 23, 2017, (b) 91,667 shares effective as of June 23, 2018 and (c) 91,666 shares effective as of June 23, 2019.

Reference is made to the Stock Option Agreement attached hereto as an exhibit for a complete description of the option granted to the Reporting Person.

ITEM 5. INTEREST IN SECURITIES OF THE ISSUER.

(a) As of the date hereof, the Reporting Person is the beneficial owner of 764,835 shares of Common Stock of the Company (or approximately 12.5%, based upon there being 5,421,326 shares of Common Stock of the Company outstanding as of May 11, 2017, as set forth in the Company's Quarterly Report on Form 10-Q for the quarterly period ended March 31, 2017, filed with the SEC on May 15, 2017). Of such number, 684,835 shares of Common Stock are issuable upon the exercise of options that are exercisable currently or within 60 days.

(b) The Reporting Person has sole voting and dispositive power over the 764,835 shares beneficially owned.

(c) During the past 60 days, except as reported in Item 4 hereof, the Reporting Person has not effected any transactions in the Common Stock of the Company.

ITEM 6. CONTRACTS, AGREEMENTS, UNDERSTANDINGS OR RELATIONSHIPS WITH RESPECT TO SECURITIES OF THE ISSUER.

See Item 5 hereof with respect to options held by the Reporting Person.

ITEM 7. MATERIAL TO BE FILED AS EXHIBITS.

(1) Stock Option Agreement, dated as of June 23, 2017, between BioRestorative Therapies, Inc. and Mark Weinreb

SIGNATURES

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

Dated: July 7, 2017

By: /s/ Mark Weinreb
Mark Weinreb

STOCK OPTION AGREEMENT, made as of the 23rd day of June, 2017, between **BIORESTORATIVE THERAPIES, INC.**, a Delaware corporation (the "Company"), and **MARK WEINREB** (the "Optionee").

WHEREAS, the Optionee serves as the Chief Executive Officer and Chairman of the Board of the Company;

WHEREAS, the Company desires to provide to the Optionee an additional incentive to promote the success of the Company;

WHEREAS, the Company and the Optionee are parties to an Executive Employment Agreement dated as of March 9, 2015, as amended (the "Employment Agreement"); and

WHEREAS, capitalized terms used but not defined herein shall have the respective meanings ascribed thereto in the Employment Agreement.

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 Two Hundred Seventy-Five Thousand (275,000) shares of Common Stock of the Company (the "Option Shares") during the following periods:

(a) All or any part of Ninety-One Thousand Six Hundred Sixty-Seven (91,667) shares of Common Stock may be purchased during the period commencing on the date hereof and terminating at 5:00 P.M. on June 23, 2027 (the "Expiration Date").

(b) All or any part of Ninety-One Thousand Six Hundred Sixty-Seven (91,667) shares of Common Stock may be purchased during the period commencing at 12:01 A.M. on June 23, 2018 and terminating at 5:00 P.M. on the Expiration Date.

(c) All or any part of Ninety-One Thousand Six Hundred Sixty-Six (91,666) shares of Common Stock may be purchased during the period commencing at 12:01 A.M. on June 23, 2019 and terminating at 5:00 P.M. on the Expiration Date.

Notwithstanding the foregoing, (i) in the event that the Optionee's employment with the Company is terminated by the Company Without Cause or by the Optionee for Good Reason (whether following a Change in Control or otherwise) or (ii) in the event that the Optionee's employment with the Company is not terminated by the Company on or prior to the Expiration Date of the Employment Agreement, and the Optionee does not resign his employment on or prior to the Expiration Date of the Employment Agreement, and, on or prior to the Expiration Date of the Employment Agreement, the Company and the Optionee, for any reason, do not enter into an agreement to extend the term of the Employment Agreement (whether on modified terms or otherwise) or enter into a new employment agreement, and, within three (3) months following the Expiration Date of the Employment Agreement, there is a termination of employment Without Cause or the Optionee resigns his employment for any reason, and, on the date of termination of employment, any portion of the Option is not exercisable, such unexercisable portion of the Option shall become exercisable (an "Option Acceleration Event").

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 Three Dollars and Thirty-Five Cents (\$3.35) (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) The Company agrees that, as contemplated in Section 13(b) of the Plan, the Optionee may elect to have the Company reduce the number of Option Shares otherwise issuable by a number of Option Shares having a Fair Market Value (as defined in the Plan) equal to the exercise price of the Option being exercised. In the event of such election, the Company shall issue to the Optionee a number of Option Shares computed using the following formula:

$$X = \frac{Y(A-B)}{A}$$

Where X = the number of Option Shares to be issued to the Optionee

Y = the number of Option Shares subject to this Option (or the portion thereof being cancelled)

A = the Fair Market Value of one Option Share

B = the Exercise Price

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**. To the extent the Option becomes exercisable, the Option shall remain exercisable until the Expiration Date notwithstanding any subsequent termination of employment with the Company or its subsidiaries for any reason whatsoever. In addition, in the event of an Option Acceleration Event, the Option shall remain exercisable until the Expiration Date notwithstanding any termination of employment 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, 40 Marcus Drive, Suite One, Melville, New York 11747, Attention: Vice President of Operations, 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 Delaware, 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.

[Signature page follows]

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

BIORESTORATIVE THERAPIES, INC.

By: /s/ Mandy Clyde

Name: Mandy Clyde

Title: Vice President of Operations

/s/ Mark Weinreb

Signature of Optionee

Mark Weinreb

Name of Optionee

40 Marcus Drive

Melville, NY 11747

Address of Optionee