UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d) of the
Securities Exchange Act of 1934

Date of Report: October 6, 2025
(Date of earliest event reported)

BIORESTORATIVE THERAPIES, INC.
(Exact Name of Registrant as Specified in Charter)

Nevada	001-37603	30-1341024
(State or Other Jurisdiction of Incorporation)	(Commission File No.)	(IRS Employer Identification Number)

40 Marcus Drive, Melville, New York	11747
(Address of Principal Executive Offices)	(Zip Code)

Registrant's telephone number, including area code: (631) 760-8100

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, $0.0001 par value	BRTX	Nasdaq Capital Market

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Item 1.01. Entry into a Material Definitive Agreement.

Subscription Agreements

On October 6, 2025, BioRestorative Therapies, Inc. (the "Company") entered into subscription agreements (the "Subscription Agreements") with several investors (the "Purchasers") pursuant to which the Company agreed to sell and issue to the Purchasers an aggregate of 678,125 shares of the Company's common stock, par value $0.0001 per share (the "Shares"), in a registered direct offering at an offering price of $1.60 per share (the "Registered Offering"). Pursuant to the Subscription Agreements, in a concurrent private placement offering (the "Private Placement"), the Company agreed to issue to the Purchasers unregistered warrants (the "Unregistered Warrants") to purchase up to an aggregate of 508,592 shares of the Company's common stock (the "Unregistered Warrant Shares") at an exercise price of $2.75 per share. The Registered Offering and the Private Placement are expected to close on or about October 8, 2025.

The gross proceeds of the offering will be $1.085 million, before deducting placement agent fees and expenses and offering expenses payable by the Company and excluding the proceeds of any exercise of the Unregistered Warrants. The Company intends to use the net proceeds from the offering in connection with its clinical trials with respect to its lead cell therapy candidate, *BRTX-100*, pre-clinical research and development with respect to its metabolic *ThermoStem Program,* the development of its commercial biocosmeceuticals platform and for general corporate purposes and working capital.

The Shares are being offered pursuant to the Company's effective registration statement on Form S-3 and accompanying base prospectus (File No. 333-269631), previously filed with and declared effective by the Securities and Exchange Commission (the "SEC") and a prospectus supplement, dated October 6, 2025, filed with the SEC on October 8, 2025 pursuant to Rule 424(b)(5) under the Securities Act of 1933, as amended (the "Securities Act").

In connection with the offering, the Company entered into an engagement letter, dated August 11, 2025 (the "Engagement letter"), with Alere Financial Partners (a division of Cova Capital Partners, LLC) (the "Placement Agent"), pursuant to which the Company agreed to pay the Placement Agent a cash fee equal to 6% of the gross proceeds of the offering from investors introduced to the Company by the Placement Agent (the "Placement Agent Investors") (4% for other investors). The Company has also agreed to reimburse the Placement Agent approximately $8,300 for out-of-pocket expenses for legal fees and other expenses. In addition, the Company agreed to issue to the Placement Agent, at the closing of the offering, a warrant exercisable commencing six months from the date of issuance until the five year anniversary of the date of issuance to purchase up to 6% of the number of Shares sold in the Registered Offering to Placement Agent Investors (4% for other investors), at a per share exercise price of $2.75.

The foregoing descriptions of the Subscription Agreements and the Engagement Letter are not complete and are qualified in their entirety by reference to the full texts of the form of Subscription Agreement and the Engagement Letter, copies of which are filed as Exhibits 10.1 and 10.2, respectively, to this Current Report on Form 8-K and are incorporated by reference herein.

A copy of the legal opinion of Certilman Balin Adler & Hyman, LLP, counsel to the Company, relating to the legality of the issuance and sale of the Shares in the Registered Offering is attached as Exhibit 5.1 to this Current Report on Form 8-K.

Unregistered Warrants

Each Unregistered Warrant sold in the Private Placement will be exercisable commencing six months from the date of issuance until the five year anniversary of the date of issuance.

If, at the time a holder exercises its Unregistered Warrant, a registration statement covering the resale of the Unregistered Warrant Shares under the Securities Act is not in effect, then, in lieu of making the cash payment otherwise contemplated to be made to the Company upon such exercise in payment of the aggregate exercise price, the holder may elect instead to make a cashless exercise of the Unregistered Warrants and receive upon such exercise the net number of shares of the Company's common stock determined according to a formula set forth in the Unregistered Warrants.

A holder will not have the right to exercise its portion of any Unregistered Warrant if, upon giving effect to such exercise, the aggregate number of shares of the Company's common stock beneficially owned by the holder (together with its affiliates) would exceed 4.99% of the number of shares of common stock of the Company outstanding immediately after giving effect to the exercise, subject to adjustment as provided for in such warrant.

In certain circumstances, in the event of a fundamental transaction (as described in the Unregistered Warrants), the holders of Unregistered Warrants will be entitled to receive, upon exercise of the Unregistered Warrants, the kind and amount of securities or other consideration that the holders would have received had they exercised the Unregistered Warrants immediately prior to such fundamental transaction.

If the last reported sale price of the Company's common stock is greater than $5.00 per share for any ten consecutive trading days, the Company may redeem each holder's Unregistered Warrants for an aggregate redemption price of $1.00 upon at least 30 days prior written notice of the redemption date.

The foregoing description of the Unregistered Warrants is not complete and is qualified in its entirety by reference to the full text of the form of Unregistered Warrant, a copy of which is filed as Exhibit 4.1 to this Current Report on Form 8-K and is incorporated by reference herein.

Item 3.02. Unregistered Sales of Equity Securities.

The information set forth above in Item 1.01 with regard to the Private Placement is hereby incorporated by reference into this Item 3.02.

Based in part upon the representations of the investors in the Subscription Agreements, the offering and sale of the Unregistered Warrants and the Unregistered Warrant Shares in the Private Placement is being conducted pursuant to an exemption from the registration requirements of the Securities Act provided for in Section 4(a)(2) of the Securities Act and/or Rule 506(b) promulgated thereunder.

The Unregistered Warrants and the Unregistered Warrant Shares have not been registered under the Securities Act or any state securities laws, and the Unregistered Warrants and Unregistered Warrant Shares may not be offered or sold absent registration with the SEC or an applicable exemption from the registration requirements. The Private Placement will not involve a public offering and will be made without general solicitation or general advertising. Each Purchaser represented that it is an "accredited investor", as defined in Rule 501(a) under the Securities Act, or a "qualified institutional buyer", as defined in Rule 144A under the Securities Act, and that it is acquiring the Unregistered Warrants for investment purposes only and not with a view to any resale, distribution or other disposition of the Unregistered Warrants in violation of the United States federal securities laws.

Item 7.01. Regulation FD Disclosure.

On October 6, 2025, the Company issued a press release regarding the pricing of the Registered Offering (the "Press Release"). A copy of the Press Release is attached to this Current Report on Form 8-K as Exhibit 99.1 and is incorporated by reference herein.

The information referenced under this Item 7.01 (including Exhibit 99.1 referenced in Item 9.01 below) of this Current Report on Form 8-K is being "furnished" under this Item 7.01 and, as such, shall not be deemed to be "filed" for the purposes of Section 18 of the Securities Exchange Act of 1934, as amended, or otherwise subject to the liabilities of that section. The information set forth in this Current Report on Form 8-K with respect to the Press Release shall not be incorporated by reference into any registration statement, report or other document filed by the Company pursuant to the Securities Act, except as shall be expressly set forth by specific reference in such filing.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

Number	Description
4.1	Form of Unregistered Warrant.
5.1	Opinion of Certilman Balin Adler & Hyman, LLP.
10.1	Form of Subscription Agreement, dated October 6, 2025, by and between the Company and the Purchasers.
10.2	Engagement Letter, dated August 11, 2025, by and between the Company and the Placement Agent.
99.1	Press release of the Company, dated October 6, 2025.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

BIORESTORATIVE THERAPIES, INC.

Dated: October 8, 2025

By: */s/Lance Alstodt*
Lance Alstodt
Chief Executive Officer

Exhibit 4.1

NEITHER THIS SECURITY NOR THE SECURITIES AS TO WHICH THIS SECURITY MAY BE EXERCISED HAVE BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION OR THE SECURITIES COMMISSION OF ANY STATE IN RELIANCE UPON AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OR PURSUANT TO AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS AS EVIDENCED BY A LEGAL OPINION OF COUNSEL TO THE TRANSFEROR TO SUCH EFFECT, THE SUBSTANCE OF WHICH SHALL BE REASONABLY ACCEPTABLE TO THE COMPANY. THIS SECURITY AND THE SECURITIES ISSUABLE UPON EXERCISE OF THIS SECURITY MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT OR OTHER LOAN SECURED BY SUCH SECURITIES.

COMMON STOCK PURCHASE WARRANT

BIORESTORATIVE THERAPIES, INC.

Warrant Shares: [_____]
Date of Issuance: October 8, 2025 ("Issuance Date")

This COMMON STOCK PURCHASE WARRANT (the "Warrant") certifies that, for value received, [_____] (including any permitted and registered assigns, the "Holder"), is entitled, upon the terms and subject to the limitations on exercise and the conditions hereinafter set forth, at any time on or after the date of issuance hereof, to purchase from BioRestorative Therapies, Inc., a Nevada corporation (the "Company"), [_____] shares of Common Stock (the "Warrant Shares") (whereby such number may be adjusted from time to time pursuant to the terms and conditions of this Warrant) at the Exercise Price per share then in effect during the Exercise Period (defined below). This Warrant is issued by the Company as of the date hereof in connection with that certain Subscription Agreement, dated October 6, 2025, by and between the Company and the Holder (the "Subscription Agreement").

Capitalized terms used in this Warrant shall have the meanings set forth in the Subscription Agreement unless otherwise defined in the body of this Warrant or in Section 13 below. For purposes of this Warrant, the term "Exercise Price" shall mean $2.75 per share, subject to adjustment as provided herein, and the term "Exercise Period" shall mean the period commencing six (6) months following the Issuance Date and ending at 5:00 p.m. eastern standard time on the five (5) year anniversary thereof.

1. EXERCISE OF WARRANT.

(a) *Mechanics of Exercise*. Subject to the terms and conditions hereof, the rights represented by this Warrant may be exercised in whole or in part at any time or times during the Exercise Period by delivery of a written notice, in the form attached hereto as Exhibit A (the "Exercise Notice"), of the Holder's election to exercise this Warrant. The Holder shall not be required to deliver the original Warrant in order to effect an exercise hereunder; provided, however, if this Warrant has been exercised in full, the Holder shall surrender this Warrant to the Company for cancellation within three (3) Trading Days of the date on which the final Exercise Notice is delivered to the Company. Partial exercises of this Warrant resulting in purchases of a portion of the total number of Warrant Shares available hereunder shall have the effect of lowering the outstanding number of Warrant Shares purchasable hereunder in an amount equal to the applicable number of Warrant Shares purchased. On or before the second Trading Day (the "Warrant Share Delivery Date") following the date on which the Holder's Exercise Notice is received by the Company or the Company's transfer agent, and upon receipt by the Company of payment to the Company of an amount equal to the applicable Exercise Price multiplied by the number of Warrant Shares as to which all or a portion of this Warrant is being exercised (the "Aggregate Exercise Price" and together with the Exercise Notice, the "Exercise Delivery Documents") in cash or by wire transfer of immediately available funds (or by cashless exercise, as provided for herein, in which case no cash payment shall be provided), the Company shall (or direct its transfer agent to) issue and dispatch by overnight courier to the address as specified in the Exercise Notice, a certificate, registered in the Company's share register in the name of the Holder or, subject to the provisions of applicable law, its designee, for the number of shares of Common Stock to which the Holder is entitled pursuant to such exercise (or deliver such shares of Common Stock in electronic format). Upon delivery of the Exercise Delivery Documents, the Holder shall be deemed for all corporate purposes to have become the holder of record of the Warrant Shares with respect to which this Warrant has been exercised, irrespective of the date of delivery of the certificates evidencing such Warrant Shares. If this Warrant is submitted in connection with any exercise and the number of Warrant Shares represented by this Warrant submitted for exercise is greater than the number of Warrant Shares being acquired upon an exercise, then, at the written request of the Holder, the Company shall as soon as practicable and in no event later than three Trading Days after any such exercise and request and at its own expense, issue a new Warrant (in accordance with Section 7) representing the right to purchase the number of Warrant Shares purchasable immediately prior to such exercise under this Warrant, less the number of Warrant Shares with respect to which this Warrant is exercised.

If the Company fails to cause its transfer agent to transmit to the Holder the respective shares of Common Stock by the respective Warrant Share Delivery Date, then the Holder will have the right, but not the obligation, to rescind such exercise in Holder's sole discretion in addition to all other rights and remedies at law, under this Warrant, or otherwise, and such failure shall also be deemed a material breach under this Warrant, and a material breach under the Subscription Agreement.

If, at the time an Exercise Notice is delivered, the Market Price of one share of Common Stock is greater than the Exercise Price, then, unless there is an effective registration statement of the Company covering the resale of the Holder's Warrant Shares, the Holder may elect to receive Warrant Shares pursuant to a cashless exercise, in lieu of a cash exercise, equal to the value of this Warrant determined in the manner described below (or of any portion thereof remaining unexercised) by surrender of this Warrant and a Notice of Exercise, in which event the Company shall issue to the Holder a number of shares of Common Stock computed using the following formula:

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

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

Y = the number of Warrant Shares that the Holder elects to purchase under this Warrant (at the date of such calculation).

A = the Market Price (at the date of such calculation).

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

(b) *No Fractional Shares*. No fractional shares shall be issued upon the exercise of this Warrant as a consequence of any adjustment pursuant hereto. All Warrant Shares (including fractions) issuable upon exercise of this Warrant may be aggregated for purposes of determining whether the exercise would result in the issuance of any fractional share. If, after aggregation, the exercise would result in the issuance of a fractional share, the Company shall, in lieu of issuance of any fractional share, pay the Holder otherwise entitled to such fraction a sum in cash equal to the product resulting from multiplying the then-current fair market value of a Warrant Share by such fraction.

(c) *Holder's Exercise Limitations*. Notwithstanding anything to the contrary contained herein, the Company shall not effect any exercise of this Warrant, and a Holder shall not have the right to exercise any portion of this Warrant, pursuant to Section 1 or otherwise, to the extent that after giving effect to such issuance after exercise as set forth on the applicable Notice of Exercise, the Holder (together with the Holder's affiliates (the "Affiliates"), and any other Persons acting as a group together with the Holder or any of the Holder's Affiliates (such Persons, "Attribution Parties")), would beneficially own in excess of the Beneficial Ownership Limitation (as defined below). For purposes of the foregoing sentence, the number of shares of Common Stock beneficially owned by the Holder and Attribution Parties shall include the number of shares of Common Stock issuable upon exercise of this Warrant with respect to which such determination is being made, but shall exclude the number of shares of Common Stock which would be issuable upon (i) exercise of the remaining, nonexercised portion of this Warrant beneficially owned by the Holder or any of its Affiliates or Attribution Parties and (ii) exercise or conversion of the unexercised or nonconverted portion of any other securities of the Company (including, without limitation, any other Common Stock Equivalents) subject to a limitation on conversion or exercise analogous to the limitation contained herein beneficially owned by the Holder or any of its Affiliates or Attribution Parties. Except as set forth in the preceding sentence, for purposes of this Section 1(c), beneficial ownership shall be calculated in accordance with Section 13(d) of the Exchange Act and the rules and regulations promulgated thereunder, it being acknowledged by the Holder that the Holder is solely responsible for any schedules required to be filed in accordance therewith. In addition, a determination as to any group status as contemplated above shall be determined in accordance with Section 13(d) of the Exchange Act and the rules and regulations promulgated thereunder. For purposes of this Section 1(c), in determining the number of outstanding shares of Common Stock, a Holder may rely on the number of outstanding shares of Common Stock as reflected in (A) the Company's most recent periodic or annual report filed with the Commission, as the case may be, (B) a more recent public announcement by the Company or (C) a more recent written notice by the Company or the Company's transfer agent setting forth the number of shares of Common Stock outstanding. Upon the written or oral request of the Holder, the Company shall within two Trading Days confirm orally and in writing to the Holder the number of shares of Common Stock then outstanding. In any case, the number of outstanding shares of Common Stock shall be determined after giving effect to the conversion or exercise of securities of the Company, including this Warrant, by the Holder or its Affiliates or Attribution Parties since the date as of which such number of outstanding shares of Common Stock was reported. The "Beneficial Ownership Limitation" shall be 4.99% of the number of shares of the Common Stock outstanding at the time of the respective calculation hereunder. The limitations contained in this paragraph shall apply to a successor holder of this Warrant. By written notice to the Company, the Holder may waive the provisions of this section or increase or decrease the Beneficial Ownership Limitation to any other percentage specified in such notice, but (i) any such waiver or increase will not be effective until the 61st day after such notice is delivered to the Company, and (ii) any such waiver or increase or decrease will apply only to the Holder and not to any other holder of Warrants.

(d) *Compensation for Buy-In on Failure to Timely Deliver Warrant Shares Upon Exercise*. In addition to any other rights available to the Holder, if the Company fails to cause the Company's transfer agent to transmit to the Holder the Warrant Shares in accordance with the provisions of this Warrant (including but not limited to Section 1(a) above) pursuant to an exercise on or before the respective Warrant Share Delivery Date, and if after such date the Holder is required by its broker to purchase (in an open market transaction or otherwise) or the Holder's brokerage firm otherwise purchases, shares of Common Stock to deliver in satisfaction of a sale by the Holder of the Warrant Shares which the Holder anticipated receiving upon such exercise (a "Buy-In"), then the Company shall (A) pay in cash to the Holder, within three (3) business days of Holder's request, the amount, if any, by which (x) the Holder's total purchase price (including brokerage commissions, if any) for the shares of Common Stock so purchased exceeds (y) the product of (1) the number of Warrant Shares that the Company was required to deliver to the Holder in connection with the exercise at issue times (2) the price at which the sell order giving rise to such purchase obligation was executed, and (B) at the option of the Holder, either reinstate the portion of the Warrant and equivalent number of Warrant Shares for which such exercise was not honored (in which case such exercise shall be deemed rescinded) or deliver to the Holder within three (3) business days of Holder's request the number of shares of Common Stock that would have been issued had the Company timely complied with its exercise and delivery obligations hereunder. For example, if the Holder purchases Common Stock having a total purchase price of $11,000 to cover a Buy-In with respect to an attempted exercise of shares of Common Stock with an aggregate sale price giving rise to such purchase obligation of $10,000, under clause (A) of the immediately preceding sentence, the Company shall be required to pay the Holder $1,000. The Holder shall provide the Company written notice indicating the amounts payable to the Holder in respect of the Buy-In and, upon request of the Company, evidence of the amount of such loss. Nothing herein shall limit a Holder's right to pursue any other remedies available to it hereunder, at law or in equity including, without limitation, a decree of specific performance and/or injunctive relief with respect to the Company's failure to timely deliver shares of Common Stock upon exercise of the Warrant as required pursuant to the terms hereof.

2. REDEMPTION. Subject to the provisions of this Section 2, at any time after the date hereof, if the last reported sale price of the Common Stock on the principal stock exchange or quotation service on which the Common Stock trades is greater than $5.00 (subject to adjustment pursuant to Section 3 hereof) for any ten (10) consecutive trading days, the Company may redeem this Warrant at an aggregate price of $1.00 (the "Redemption Price"). To exercise this right, the Company shall, not less than thirty (30) days prior to the Redemption Date (as defined below), deliver to the Holder an irrevocable written notice (the "Redemption Notice") informing the Holder that the Common Stock has traded at the required levels for the specified time period and specifying the date on which the Company shall redeem this Warrant in accordance with this Section 2 (the "Redemption Date"). To the extent this Warrant is not exercised by the Holder on or before the Redemption Date, then this Warrant shall be cancelled at 5:00 p.m., Eastern Time, on the Redemption Date, and the Company shall thereafter deliver the Redemption Price to the Holder at its address of record. The Company covenants and agrees that it will honor all notices of exercise with respect to the Warrant Shares that are delivered by the Holder in accordance with Section 1 and received by the Company from the time of delivery of the Redemption Notice through 5:00 p.m., Eastern Time, on the Redemption Date. For the avoidance of doubt, the Company's delivery to the Holder of the Redemption Price of $1.00 in total shall be effective to redeem this Warrant in its entirety pursuant to this Section 2 without regard to the number of shares of Common Stock then potentially issuable upon exercise of this Warrant.

3. ADJUSTMENTS. The Exercise Price and the number of Warrant Shares shall be adjusted from time to time as follows:

(a) *Distribution of Assets*. If the Company shall declare or make any dividend or other distribution of its assets (or rights to acquire its assets) to holders of shares of Common Stock, by way of return of capital or otherwise (including without limitation any distribution of cash (other than ordinary course cash dividends), stock or other securities, property or options by way of a dividend, spin off, reclassification, corporate rearrangement or other similar transaction) (a "Distribution"), at any time after the issuance of this Warrant within the Exercise Period, then, in each such case:

(i) any Exercise Price in effect immediately prior to the close of business on the record date fixed for the determination of holders of shares of Common Stock entitled to receive the Distribution shall be reduced, effective as of the close of business on such record date, to a price determined by multiplying such Exercise Price by a fraction (i) the numerator of which shall be the Closing Sale Price of the shares of Common Stock on the Trading Day immediately preceding such record date minus the value of the Distribution (as determined in good faith by the Company's Board of Directors) applicable to one share of Common Stock, and (ii) the denominator of which shall be the Closing Sale Price of the shares of Common Stock on the Trading Day immediately preceding such record date; and

(ii) the number of Warrant Shares shall be increased to a number of shares equal to the number of shares of Common Stock obtainable immediately prior to the close of business on the record date fixed for the determination of holders of shares of Common Stock entitled to receive the Distribution multiplied by the reciprocal of the fraction set forth in the immediately preceding clause (i).

(b) *Subdivision or Combination of Common Stock*. If the Company at any time on or after the Issuance Date subdivides (by any stock split, stock dividend, recapitalization or otherwise) one or more classes of its outstanding shares of Common Stock into a greater number of shares, the Exercise Price in effect immediately prior to such subdivision will be proportionately reduced and the number of Warrant Shares will be proportionately increased. If the Company at any time on or after the Issuance Date combines (by combination, reverse stock split or otherwise) one or more classes of its outstanding shares of Common Stock into a smaller number of shares, the Exercise Price in effect immediately prior to such combination will be proportionately increased and the number of Warrant Shares will be proportionately decreased. Any adjustment under this Section 3(b) shall become effective at the close of business on the date the subdivision or combination becomes effective. Each such adjustment of the Exercise Price shall be calculated to the nearest one-hundredth of a cent. Such adjustment shall be made successively whenever any event covered by this Section 3(b) shall occur.

4. FUNDAMENTAL TRANSACTIONS. If, at any time while this Warrant is outstanding, (i) the Company effects any merger of the Company with or into another entity and the Company is not the surviving entity (such surviving entity, the "Successor Entity"), (ii) the Company effects any sale of all or substantially all of its assets in one or a series of related transactions, (iii) any tender offer or exchange offer (whether by the Company or by another individual or entity, and approved by the Company) is completed pursuant to which holders of Common Stock are permitted to tender or exchange their shares of Common Stock for other securities, cash or property and the holders of at least 50% of the combined voting power of all classes of the Company's stock accept such offer, or (iv) the Company effects any reclassification of the Common Stock or any compulsory share exchange pursuant to which the Common Stock is effectively converted into or exchanged for other securities, cash or property (other than as a result of a subdivision or combination of shares of Common Stock) (in any such case, a "Fundamental Transaction"), then, upon any subsequent exercise of this Warrant, the Holder shall have the right to receive the number of shares of Common Stock of the Successor Entity or of the Company and any additional consideration (the "Alternate Consideration") receivable upon or as a result of such reorganization, reclassification, merger, consolidation or disposition of assets by a holder of the number of shares of Common Stock for which this Warrant is exercisable immediately prior to such event (disregarding any limitation on exercise contained herein solely for the purpose of such determination). For purposes of any such exercise, the determination of the Exercise Price shall be appropriately adjusted to apply to such Alternate Consideration based on the amount of Alternate Consideration issuable in respect of one share of Common Stock in such Fundamental Transaction, and the Company shall apportion the Exercise Price among the Alternate Consideration in a reasonable manner reflecting the relative value of any different components of the Alternate Consideration. If holders of Common Stock are given any choice as to the securities, cash or property to be received in a Fundamental Transaction, then the Holder shall be given the same choice as to the Alternate Consideration it receives upon any exercise of this Warrant following such Fundamental Transaction. To the extent necessary to effectuate the foregoing provisions, any Successor Entity in such Fundamental Transaction shall issue to the Holder a new warrant consistent with the foregoing provisions and evidencing the Holder's right to exercise such warrant into Alternate Consideration.

5. NON-CIRCUMVENTION. The Company covenants and agrees that it will not, by amendment of its certificate of incorporation, bylaws or through any reorganization, transfer of assets, consolidation, merger, scheme of arrangement, dissolution, issue or sale of securities, or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms of this Warrant, and will at all times in good faith carry out all the provisions of this Warrant and take all action as may be required to protect the rights of the Holder. Without limiting the generality of the foregoing, the Company (i) shall not increase the par value of any shares of Common Stock receivable upon the exercise of this Warrant above the Exercise Price then in effect, (ii) shall take all such actions as may be necessary or appropriate in order that the Company may validly and legally issue fully paid and non-assessable shares of Common Stock upon the exercise of this Warrant, and (iii) shall, for so long as this Warrant is outstanding, have authorized and reserved, free from preemptive rights, the number of shares of Common Stock into which the Warrants are then exercisable to provide for the exercise of the rights represented by this Warrant (without regard to any limitations on exercise).

6. WARRANT HOLDER NOT DEEMED A STOCKHOLDER. Except as otherwise specifically provided herein, this Warrant, in and of itself, shall not entitle the Holder to any voting rights or other rights as a stockholder of the Company. In addition, nothing contained in this Warrant shall be construed as imposing any liabilities on the Holder to purchase any securities (upon exercise of this Warrant or otherwise) or as a stockholder of the Company, whether such liabilities are asserted by the Company or by creditors of the Company.

7. REISSUANCE.

(a) *Lost, Stolen or Mutilated Warrant*. If this Warrant is lost, stolen, mutilated or destroyed, the Company will, on such terms as to indemnity or otherwise as it may reasonably impose (which shall, in the case of a mutilated Warrant, include the surrender thereof), issue a new Warrant of like denomination and tenor as this Warrant so lost, stolen, mutilated or destroyed.

(b) *Issuance of New Warrants*. Whenever the Company is required to issue a new Warrant pursuant to the terms of this Warrant, such new Warrant shall be of like tenor with this Warrant, and shall have an issuance date, as indicated on the face of such new Warrant which is the same as the Issuance Date.

8. TRANSFER. This Warrant shall be binding upon the Company and its successors and assigns, and shall inure to be the benefit of the Holder and its successors and assigns. Notwithstanding anything to the contrary herein, the rights, interests or obligations of the Company hereunder may not be assigned, by operation of law or otherwise, in whole or in part, by the Company without the prior signed written consent of the Holder, which consent may be withheld at the sole discretion of the Holder (any such assignment or transfer shall be null and void if the Company does not obtain the prior signed written consent of the Holder). This Warrant or any of the severable rights and obligations inuring to the benefit of or to be performed by Holder hereunder may be assigned by Holder to a third party, in whole or in part, without the need to obtain the Company's consent thereto, but subject to the provisions of applicable law.

9. NOTICES. Whenever notice is required to be given under this Warrant, unless otherwise provided herein, such notice shall be given in accordance with the notice provisions contained in the Subscription Agreement. The Company shall provide the Holder with prompt written notice (i) immediately upon any adjustment of the Exercise Price, setting forth in reasonable detail, the calculation of such adjustment and (ii) at least 20 days prior to the date on which the Company closes its books or takes a record (A) with respect to any dividend or distribution upon the shares of Common Stock (other than ordinary course cash dividends), (B) with respect to any grants, issuances or sales of any stock or other securities directly or indirectly convertible into or exercisable or exchangeable for shares of Common Stock or other property, pro rata to the holders of shares of Common Stock or (C) for determining rights to vote with respect to any Fundamental Transaction, dissolution or liquidation, provided in each case that such information shall be made known to the public prior to or in conjunction with such notice being provided to the Holder.

10. AMENDMENT AND WAIVER. The terms of this Warrant may be amended or waived (either generally or in a particular instance and either retroactively or prospectively) only with the written consent of the Company and the Holder.

11. GOVERNING LAW AND VENUE; ATTORNEYS FEES; SEVERABLITY; SERVICE OF PROCESS. This Warrant shall be governed by and construed in accordance with the laws of the State of Nevada without regard to principles of conflicts of laws. Any action brought by either party against the other concerning the transactions contemplated by this Warrant shall be brought only in the state courts located in the State of New York or federal courts located in the State of New York. The parties to this Warrant hereby irrevocably waive any objection to jurisdiction and venue of any action instituted hereunder and shall not assert any defense based on lack of jurisdiction or venue or based upon *forum non conveniens*. **EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO, AND AGREES NOT TO REQUEST, A JURY TRIAL FOR THE ADJUDICATION OF ANY DISPUTE HEREUNDER OR UNDER ANY OTHER TRANSACTION DOCUMENT ENTERED INTO IN CONNECTION WITH OR ARISING OUT OF THIS WARRANT, OR ANY TRANSACTION CONTEMPLATED HEREBY OR THEREBY**. The prevailing party shall be entitled to recover from the other party its reasonable attorney's fees and costs. In the event that any provision of this Warrant or any other agreement delivered in connection herewith is invalid or unenforceable under any applicable statute or rule of law, then such provision shall be deemed inoperative to the extent that it may conflict therewith and shall be deemed modified to conform with such statute or rule of law. Any such provision which may prove invalid or unenforceable under any law shall not affect the validity or enforceability of any other provision of any agreement. Each party hereby irrevocably waives personal service of process and consents to process being served in any suit, action or proceeding in connection with this Warrant or any other transaction document entered into in connection with this Warrant by mailing a copy thereof via registered or certified mail or overnight delivery (with evidence of delivery) to such party at the address in effect for notices to it under the Subscription Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any other manner permitted by law.

12. ACCEPTANCE. Receipt of this Warrant by the Holder shall constitute acceptance of and agreement to all of the terms and conditions contained herein.

13. CERTAIN DEFINITIONS. For purposes of this Warrant, the following terms shall have the following meanings:

(a) "Nasdaq" means www.Nasdaq.com.

(b) "Closing Sale Price" means, for any security as of any date, (i) the last closing trade price for such security on the Principal Market, as reported by Nasdaq, or, if the Principal Market begins to operate on an extended hours basis and does not designate the closing trade price, then the last trade price of such security prior to 4:00 p.m., New York time, as reported by Nasdaq, or (ii) if the foregoing does not apply, the last trade price of such security in the over-the-counter market for such security as reported by Nasdaq, or (iii) if no last trade price is reported for such security by Nasdaq, the average of the bid and ask prices of any market makers for such security as reported by the OTC Markets. If the Closing Sale Price cannot be calculated for a security on a particular date on any of the foregoing bases, the Closing Sale Price of such security on such date shall be the fair market value as mutually determined by the Company and the Holder. All such determinations to be appropriately adjusted for any stock dividend, stock split, stock combination or other similar transaction during the applicable calculation period.

(c) "Common Stock" means the Company's common stock, par value $0.0001, and any other class of securities into which such securities may hereafter be reclassified or changed.

(d) "Common Stock Equivalents" means any securities of the Company that would entitle the holder thereof to acquire at any time Common Stock, including without limitation any debt, preferred stock, rights, options, warrants or other instrument that is at any time convertible into or exercisable or exchangeable for, or otherwise entitles the holder thereof to receive, Common Stock.

(e) "Person" and "Persons" means an individual, a limited liability company, a partnership, a joint venture, a corporation, a trust, an unincorporated organization, any other entity and any governmental entity or any department or agency thereof.

(f) "Principal Market" means the principal securities exchange or trading market where such Common Stock is listed or quoted, including but not limited to any tier of the OTC Markets, any tier of the NASDAQ Stock Market (including NASDAQ Capital Market), or the NYSE American, or any successor to such markets.

(g) "Market Price" means the Closing Sale Price of the Common Stock on the Trading Day immediately prior to the date of the Exercise Notice.

(h) "Trading Day" means any day on which the Common Stock is listed or quoted on its Principal Market, provided, however, that if the Common Stock is not then listed or quoted on any Principal Market, then any calendar day.

* * * * * * *

IN WITNESS WHEREOF, the Company has caused this Common Stock Purchase Warrant to be duly executed as of the Issuance Date set forth above.

BIORESTORATIVE THERAPIES, INC.

By: _____
Name: Lance Alstodt
Title: Chief Executive Officer

EXHIBIT A

EXERCISE NOTICE

(To be executed by the registered holder to exercise this Common Stock Purchase Warrant)

THE UNDERSIGNED holder (the "Holder") hereby exercises the right to purchase _____ of the shares of Common Stock ("Warrant Shares") of BIORESTORATIVE THERAPIES, INC., a Nevada corporation (the "Company"), evidenced by the attached copy of the Common Stock Purchase Warrant (the "Warrant"). Capitalized terms used herein and not otherwise defined shall have the respective meanings set forth in the Warrant.

1. Form of Exercise Price. The Holder desires that payment of the Exercise Price shall be made as (check one):

   ☐ a cash exercise with respect to the Warrant Shares; or
   ☐ by cashless exercise pursuant to the provisions of the Warrant.

2. Payment of Exercise Price. If a cash exercise, the Holder shall pay the applicable Aggregate Exercise Price in the sum of $_____ to the Company in accordance with the terms of the Warrant.

3. Delivery of Warrant Shares. The Company shall deliver to the Holder the Warrant Shares in accordance with the terms of the Warrant.

Date: _____

_____
(Print Name of Registered Holder)

By: _____
Name: _____
Title: _____

EXHIBIT B

ASSIGNMENT OF WARRANT

(To be signed only upon authorized transfer of the Warrant)

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto _____ the right to purchase _____ shares of common stock of BIORESTORATIVE THERAPIES, INC., to which the within Common Stock Purchase Warrant relates and appoints _____, as attorney-in-fact, to transfer said right on the books of BIORESTORATIVE THERAPIES, INC. with full power of substitution and re-substitution in the premises. By accepting such transfer, the transferee has agreed to be bound in all respects by the terms and conditions of the within Warrant.

Dated: _____

_____
(Signature) *

_____
(Name)

_____
(Address)

_____
(Social Security or Tax Identification No.)

* The signature on this Assignment of Warrant must correspond to the name as written upon the face of the Common Stock Purchase Warrant in every particular without alteration or enlargement or any change whatsoever. When signing on behalf of a corporation, partnership, trust or other entity, please indicate your position(s) and title(s) with such entity.

Exhibit 5.1

CERTILMAN BALIN ATTORNEYS

90 MERRICK AVENUE, 9TH FLOOR
EAST MEADOW, NY 11554
PHONE: 516.296.7000 • FAX: 516.296.7111
www.certilmanbalin.com

FRED S. SKOLNIK
PARTNER
DIRECT DIAL 516.296.7048
fskolnik@certilmanbalin.com

October 6, 2025

BioRestorative Therapies, Inc.
40 Marcus Drive
Suite One
Melville, New York 11747

Ladies and Gentlemen:

We have acted as counsel to BioRestorative Therapies, Inc., a Nevada corporation (the "Company"), in connection with the Registration Statement on Form S-3 (File No. 333-269631) (the "Registration Statement") filed with the Securities and Exchange Commission (the "Commission") pursuant to the Securities Act of 1933, as amended (the "Securities Act"), and the rules and regulations thereunder (the "Rules"), which became effective on February 14, 2023. You have asked us to furnish our opinion as to the legality of the 678,125 shares of common stock of the Company, par value $0.0001 per share (the "Shares"), which are registered under the Registration Statement and which are to be issued and sold by the Company pursuant to the Subscription Agreements, dated as of October 6, 2025, by and between the Company and the purchasers signatory thereto (the "Subscription Agreements").

In connection with the furnishing of this opinion, we have examined originals, or copies certified or otherwise identified to our satisfaction, of the following documents:

1. the Registration Statement;

2. the prospectus supplement dated October 6, 2025 (the "Prospectus"); and

3. the Subscription Agreements.

In addition, we have examined (i) such corporate records of the Company as we have considered appropriate, including a copy of the amended and restated articles of incorporation and by-laws of the Company and copies of resolutions of the board of directors of the Company relating to the issuance of the Shares, and (ii) such other certificates, agreements and documents as we deemed relevant and necessary as a basis for the opinions expressed below. We have also relied upon the factual matters contained in the representations and warranties of the Company made in the documents reviewed by us and upon certificates of public officials and the officers of the Company.

In our examination of the documents referred to above, we have assumed, without independent investigation, the genuineness of all signatures, the legal capacity of all individuals who have executed any of the documents reviewed by us, the authenticity of all documents submitted to us as originals, the conformity to the originals of all documents submitted to us as certified, photostatic, reproduced or conformed copies of valid existing agreements or other documents, the authenticity of all such latter documents and that the statements regarding matters of fact in the certificates, records, agreements, instruments and documents that we have examined are accurate and complete.

Based upon the above, and subject to the stated assumptions, exceptions and qualifications, we are of the opinion that the Shares have been duly authorized by all necessary corporate action on the part of the Company and, when issued, delivered and paid for as contemplated in the Registration Statement and in accordance with the terms of the Subscription Agreements, the Shares will be validly issued, fully paid and non-assessable.

The opinion expressed above is limited to the Nevada Revised Statutes. Our opinion is rendered only with respect to the laws, and the rules, regulations and orders under those laws, that are currently in effect.

We hereby consent to the use of this opinion as an exhibit to the Company's Current Report on Form 8-K filed by the Company with the Commission on the date hereof, and to the use of our name under the heading "Legal Matters" contained in the base prospectus included in the Registration Statement and in the Prospectus Supplement. In giving this consent, we do not thereby admit that we come within the category of persons whose consent is required by the Securities Act or the Rules.

Sincerely,

CERTILMAN BALIN ADLER & HYMAN, LLP

By: /s/ Fred Skolnik
Fred Skolnik, a member of the Firm

Exhibit 10.1

SUBSCRIPTION AGREEMENT

Date: _____, 2025

BioRestorative Therapies, Inc.
40 Marcus Drive, Suite 1
Melville, New York 11747

Ladies and Gentlemen:

The undersigned (the "**Investor**") hereby confirms its agreement with BioRestorative Therapies, Inc., a Nevada corporation (the "**Company**"), as follows:

1. This Subscription Agreement, including the Investor Information attached hereto as **Annex A** (collectively, this "**Agreement**"), is made as of the date set forth above between the Company and the Investor.

2. The Company has authorized the sale and issuance to the Investor and certain other investors of up to an aggregate of $_____ of shares of Common Stock (as defined below) (the "**Shares**") and a warrant to purchase shares of Common Stock in the form of a Common Stock Purchase Warrant attached hereto as **Annex B** (the "**Warrant**" and, together with the Shares, the "**Securities**"). For the purposes of this Agreement, "**Common Stock**" means the common stock of the Company, par value $.0001 per share.

3. The offering and sale of the Shares (the "**Shares Offering**") are being made pursuant to (A) an effective Registration Statement on Form S-3 (File No. 333-269631) (the "**Registration Statement**"), including the prospectus contained therein (the "**Base Prospectus**"), filed by the Company with the Securities and Exchange Commission (the "**Commission**") on February 7, 2023, and (B) a Prospectus Supplement (the "**Prospectus Supplement**" and together with the Base Prospectus, the "**Prospectus**") containing certain supplemental information regarding the Shares and the terms of the Shares Offering and information that may be material to the Company and its securities that was delivered to the Investor and will be filed with the Commission. The Prospectus, together with the documents incorporated by reference therein, are collectively referred to herein as the "**Disclosure Package.**"

   For the avoidance of doubt, neither the Registration Statement nor the Prospectus register the sale of the Warrant or the shares of Common Stock issuable upon the exercise of the Warrant (the "**Warrant Shares**") to the Investor. The Warrant and the Warrant Shares are being offered and sold by the Company to the Investor pursuant to an exemption from the registration requirements of Section 5 of the Securities Act of 1933, as amended (the "**Securities Act**"), contained in Section 4(a)(2) thereof and/or Regulation D promulgated thereunder.

4. The Investor represents that it has received (or otherwise had made available to it by the filing by the Company of an electronic version thereof with the Commission) the Disclosure Package, which includes pricing and other information regarding the Shares Offering, prior to or in connection with the receipt of this Agreement and is relying only on such information and documents in making its decision to purchase the Shares.

5. The Company and the Investor agree that the Investor will purchase from the Company and the Company will issue and sell to the Investor the number of Shares set forth on the signature page below for the aggregate purchase price set forth below on the signature page below, with the purchase price being paid via wire transfer or overnight mail pursuant to the instructions attached hereto on **Annex C.**

   The number of Shares sold and issued to the Investor shall be equal to the "**Aggregate Allocated Dollar Subscription Amount**" (as set forth on the signature page hereto) divided by the "**Per Share Purchase Price**" (as set forth on the signature page hereto). The number of Warrant Shares underlying the Warrant shall be equal to 75% of the Shares purchased by the Investor with an exercise price equal to $2.75, subject to adjustment as described therein.

6. The Investor hereby represents and warrants to the Company as of the date this Agreement was executed by the Investor the following:

   (a) The Investor understands that the Warrant and the Warrant Shares are "restricted securities" and have not been registered under the Securities Act or any applicable state securities law in reliance on the availability of an exemption from such registration requirements and that, under such laws and applicable regulations, such securities may be resold without registration under the Securities Act only in certain limited circumstances. The Investor is acquiring the Warrant for investment purposes only and not with a view to any resale, distribution or other disposition in violation of the United States securities laws.

   (b) At the time the Investor was offered the Shares and the Warrant, it was, and as of the date hereof it is, and on each date on which it exercises the Warrant, it will be either: (i) an "accredited investor" as defined in Rule 501(a) under the Securities Act or (ii) a "qualified institutional buyer" as defined in Rule 144A(a) under the Securities Act. Such investor is a sophisticated investor, with sufficient knowledge and experience in investing in private equity transactions to properly evaluate the risks and merits of its purchase of the Warrant and the Warrant Shares.

   (c) The Investor, either alone or together with its representatives, has such knowledge, sophistication and experience in business and financial matters so as to be capable of evaluating the merits and risks of the prospective investment in the Securities, and has so evaluated the merits and risks of such investment. The Investor is able to bear the economic risk of an investment in the Shares and the Warrant and, at the present time, is able to afford a complete loss of such investment.

   (d) The Investor did not learn of the investment in the Securities as a result of any general or public solicitation or general advertising, or publicly disseminated advertisements or sales literature, including, without limitation, (i) any advertisement, article, notice or other communication published in any newspaper, magazine, website, or similar media, or broadcast over television or radio, or (ii) any seminar or meeting to which the Investor was invited by any of the foregoing means of communications. Prior to the date hereof, the Investor had a substantive pre-existing relationship with Alere Financial Partners (a division of Cova Capital Partners, LLC), the placement agent for the Shares Offering, and was not solicited by the Registration Statement.

7. This Agreement will involve no obligation or commitment of any kind until this Agreement is accepted and countersigned by or on behalf of the Company.

8. The Company agrees to use commercially reasonable efforts to have the resale of the Warrant Shares registered under the Securities Act no later than six (6) months from the date hereof.

9. Any notice or other communication given hereunder shall be deemed sufficient if in writing and hand delivered or sent by certified mail, return receipt requested, or by receipted overnight mail or courier to the address of each party set forth below. Notices shall be deemed to have been given on the date of hand delivery or when received or rejected when sent by certified mail, or overnight courier. Either party hereto may change such address by notice given to the other party hereto in accordance with this Section 9.

   If to the Company:

   BioRestorative Therapies, Inc.
   40 Marcus Drive, Suite One
   Melville, NY 11747
   Attn: Chief Executive Officer

   With a copy to:

   Certilman Balin Adler & Hyman, LLP
   90 Merrick Avenue, 9th Floor
   East Meadow, NY 11554
   Attn: Fred Skolnik, Esq.

   If to the Investor, at the address indicated on the signature page.

10. This Agreement, including **Annexes A**, **B and C**, constitutes the entire agreement of the parties to this Agreement and supersedes all prior written or oral and all contemporaneous oral agreements, understandings and negotiations with respect to the subject matter hereof. In this Agreement, the masculine, feminine and neuter genders and the singular and the plural include one another.

[Signature Page Follows]

Investor's Aggregate Allocation Requested Dollar Subscription Amount: $_____

Allocation:

Aggregate Allocated Dollar Subscription Amount: $_____

Per Share Purchase Price: $_____

Number of Shares of Being Purchased: _____

Number of Warrant Shares underlying the Warrant: _____

(NOTE:

("Number of the Shares Being Purchased" is equal to the *"Aggregate Allocated Dollar Subscription Amount"* divided by the *"Per Share Purchase Price"* and the *"Number of Warrant Shares underlying the Warrant"* is equal to **75%** of the *"Number of Shares Being Purchased")*

Please confirm that the foregoing correctly sets forth the agreement between us by signing in the space provided below for that purpose.

_____
INVESTOR

By: _____
Name:
Title:

Address: _____

Agreed and Accepted

BIORESTORATIVE THERAPIES, INC.

By: _____
Name: Lance Alstodt
Title: Chief Executive Officer

[Signature Page to Subscription Agreement]

ANNEX A

BIORESTORATIVE THERAPIES, INC.

INVESTOR INFORMATION

Please provide us with the following information:

1. The exact name that your shares of Common Stock are to be registered in (name must match the originating bank account information):

_____

2. Investor Social Security Number or Tax Identification Number:

_____

3. Provide a completed, executed Form W-9. A blank copy of a Form W-9 has been provided.

_____

ANNEX B

BIORESTORATIVE THERAPIES, INC.

FORM OF COMMON STOCK PURCHASE WARRANT

[attached]

ANNEX C

BIORESTORATIVE THERAPIES, INC.

WIRE TRANSFER INSTRUCTIONS

[●]

OVERNIGHT MAIL INSTRUCTIONS

[●]

Exhibit 10.2

STRICTLY PRIVATE AND CONFIDENTIAL **August 11, 2025**

BioRestorative Therapies, Inc.

Attn: Lance Alstodt, Chief Executive Officer

40 Marcus Drive, Suite One, Melville, New York 11747

Dear Lance:

BioRestorative Therapies, Inc. (together with any present and future subsidiaries and affiliates of BioRestorative Therapies, Inc., the "Company") hereby retains Alere Financial Partners (a division of Cova Capital Partners, LLC ("Cova Capital Partners") as "Agent") to serve as exclusive placement agent for the Company on the terms and conditions set forth in this letter agreement (this "Agreement") for the purpose of raising up to $2.5 million, in the form of a registered direct public offering of the Company's common stock ("Common Stock"), including, in the discretion of the Company, warrants to purchase Common Stock ("Warrants" and together with Common Stock, the "Securities"), solely to accredited investors (as defined in Regulation D, promulgated under the Securities Act of 1933, as amended) (the "Financing"). The parties acknowledge and agree that the exclusivity granted hereby, and the term Financing, relates only to a registered direct public offering of the Securities undertaken by the Company through a placement agent and does not include, without limitation, any private placement of the Company's securities, any other public offering of the Company's securities, including any at-the-market offering, or any warrant exercises or exchanges.

1. In such capacity, the Agent shall be available for advice, and shall advise the Company with respect to such financial matters as the Company shall from time to time request, including without limitation, matters relating to (a) the Company's business, operations, properties, financial condition and prospects, and (b) the preparation of materials (collectively, the "Documents") that include select business and financial information about the Company and other relevant information for purposes of investor presentations and meetings with current or potential investors and as investors or other interested parties may request. During the term of this Agreement, the Agent shall serve as exclusive placement agent to the Company for a Financing, whether from institutional, retail or other investors. The Agent is being retained to serve as Agent solely to the Company, and it is agreed that the engagement of the Agent is not, and shall not be deemed to be, on behalf of, and is not intended to confer rights or benefits upon any shareholder or creditor of the Company or upon any other person or entity. No one other than the Company is authorized to rely upon this engagement of the Agent or any statements, conduct or advice of the Agent, and no one other than the Company is intended to be a beneficiary of this engagement. All opinions, advice or other assistance (whether written or oral) given by the Agent in connection with this engagement are intended solely for the benefit and use of the Company and will be treated by the Company as confidential, and no opinion, advice or other assistance of the Agent shall be used for any other purpose or reproduced, disseminated, quoted or referred to at any time, in any manner or for any purpose, nor shall any public or other references to the Agent (or to such opinions, advice or other assistance) be made without the express prior written consent of the Agent, unless required by an applicable law or regulation.

2. The Company will furnish the Agent with all information and material concerning the Company which the Agent reasonably requests in connection with the performance of its obligations hereunder. The Company represents and warrants that all information made available to the Agent by the Company will, at all times during the period of the engagement of the Agent hereunder, be complete and correct in all material respects and will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein not misleading in light of the circumstances under which such statements are made and it will continue to ensure that all such information is current and accurate in all material respects. The Company further represents and warrants that any projections provided to the Agent will have been prepared in good faith and will be based upon assumptions which, in light of the circumstances under which they are made, are reasonable. The Company acknowledges and agrees that in rendering its services hereunder the Agent will be using and relying upon, without any independent investigation or verification thereof, all information that is or will be furnished to the Agent by or on behalf of the Company and on publicly available information, and the Agent will not in any respect be responsible for the accuracy or completeness of any of the foregoing kinds of information. The Company understands that in rendering services hereunder the Agent does not provide accounting, legal or tax advice and will rely upon the advice of counsel to the Company and other advisors to the Company as to accounting, legal, tax and other matters relating to any services or transactions (including any potential Financing) contemplated by this Agreement.

In connection with the Agent's activities on behalf of the Company, the Company will furnish the Agent with all financial and other information regarding the Company that the Agent reasonably believes appropriate to its assignment (all such information so furnished by the Company, whether furnished before or after the date of this Agreement, being referred to herein as the "Information"). The Company will provide the Agent with reasonable access to the officers, directors, employees, independent accountants, legal counsel and other advisors and consultants for the Company. The Agent will maintain the confidentiality of the Information and, unless and until such Information shall have been made publicly available by the Company or by others without breach of a confidentiality agreement or obligation, shall disclose the Information only as authorized in writing by the Company or as required by law, rule or regulation, including NASD Rule 2711, or by order of a governmental authority or court of competent jurisdiction. In the event that the Agent is legally required to make disclosure of any of the Information, the Agent will give written notice to the Company prior to such disclosure, to the extent that the Agent can practically do so. The provisions of this paragraph shall not be deemed to limit the provisions of Section 9 of the letter agreement, dated December 17, 2024, between the Company and the Agent (the "2024 Agreement"), which shall continue in full force and effect in accordance with its terms.

3. The Company agrees as compensation for its services under this Agreement to pay the Agent as follows:

(a) (i) If a Financing is consummated during the term of this Agreement with or without the Agent, or (ii) the Company enters into a definitive agreement with respect to a Financing during the term of this Agreement or during the Residual Period (as defined in Section 5 below) and the Financing is thereafter consummated, then the Company shall pay to the Agent, upon each closing or consummation of the Financing ("Closing"), a cash placement fee (the "Financing Fee") equal to six percent (6.0%) of any gross proceeds received by the Company at such Closing, but only with respect to Securities that are sold in the Financing to an investor who was introduced to the Company by the Agent during the term of this Agreement as evidenced by a list of persons and entities prepared by the Agent and approved in writing by the Company (the "Agent Investors"). Any Financing Fee shall be due and payable immediately upon Closing of a Financing. The Financing Fee shall be deemed earned when paid and shall be non-refundable. The Financing Fee is not negotiable or subject to any reduction, set-off, counterclaim or refund for any reason or matter whatsoever. In addition, in the event Warrants are issued by the Company pursuant to the Financing, the Company shall issue to the Agent or its designees, at the Closing, warrants (the "Placement Agent Warrants") to purchase that number of shares of Common Stock (the "Placement Agent Warrant Shares") equal to six percent (6%) of the number of shares of Common Stock issued to the Agent Investors in the Financing, excluding any shares of Common Stock issuable upon exercise or conversion of securities, including Warrants, issued in the Financing. The Placement Agent Warrants (i) shall have a 5-year term, and (ii) shall have a per share exercise price equal to the exercise price per share of the Warrants issued in the Financing. For the avoidance of doubt, no fee, cash or other amount shall be due from the Company to the Agent as the result of the exercise of any Warrants or similar rights or the conversion or exchange of any convertible or exchangeable securities issued in connection with the Financing.

(b) In addition to the fees described in this Section 3 and the obligation of the Company to pay certain expenses set forth in Section 7 and whether or not any Financing is consummated, the Company will pay all of the Agent's reasonable out-of-pocket expenses directly to the Agent (including, without limitation, the reasonable expenses relating to document and presentation materials, travel, external database and communications services, courier and delivery services, and the reasonable fees and expenses of outside legal counsel), incurred by the Agent in connection with this engagement provided that the Company shall have given its express written permission to the incurrence thereof and to the expressed maximum amount that can be incurred pursuant to such permission.

(c) The Company shall have the absolute right, in its sole discretion, to reject the terms and conditions of any Financing proposed by the Agent.

4. In connection with engagements of the nature covered by this Agreement, it is the Agent's practice to provide for indemnification, contribution, and limitation of liability. By signing this Agreement, the Company agrees to the provisions attached to this Agreement (Attachment A), which provisions are expressly incorporated by reference herein.

5. The "Residual Period" shall extend for twelve (12) months from the earlier of (a) the date of termination of this Agreement (subject to Section 8) or (b) the date of automatic expiration of this Agreement, in each case solely with respect to the Agent Investors who were participants in any Financing.

6. Each Party represents and warrants to the other party that this Agreement has been duly authorized by such party and represents the legal, valid, binding and enforceable obligation of such party and that neither this Agreement nor the consummation of any Financing contemplated hereby requires the approval or consent by such party of any governmental or regulatory agency or violates any law, regulation, contract or order binding on such party.

7. In the event of a Financing, the Company shall make or cause to be made state "blue sky" applications in such states and jurisdictions as shall be required by law in connection with a Financing. It shall be the Company's obligation to bear all blue sky counsel fees and expenses; provided, however, that no such fees and expenses shall be payable unless the Company has given its prior written approval to the incurrence thereof.

8. Each party agrees to comply with all applicable federal and state securities laws in connection with any Financing contemplated by this Agreement. The Agent's engagement and the term of this Agreement shall automatically expire upon the earlier of (a) ninety (90) days from the date of this Agreement or (b) the Closing of the Financing, unless extended in writing by the Agent and the Company. Either Cova Capital Partners (on behalf of the Agent) or the Company may terminate this Agreement at any time, with or without cause, upon fourteen (14) days' written notice to the other party. The provisions of Sections 2, 3, 4, 5 (including, without limitation, Attachment A), 6, 7, 9, 10, 11, 12 and 13 hereof shall survive any termination of this Agreement. Notwithstanding the foregoing, Cova Capital Partners (on behalf of the Agent) may immediately terminate this Agreement at any time if (each a "Cova Capital Partners Unilateral Termination") (i) it reasonably determines that the results from its due diligence review of the Company's business, management and future prospects are unsatisfactory or (ii) its internal approval committee does not approve proceeding with the Financing. In the event of a Cova Capital Partners Unilateral Termination or a termination of this Agreement by Cova Capital Partners (on behalf of the Agent) without cause, there shall be no Residual Period.

9. The Company agrees that, following any future closing or consummation of any Financing, the Agent shall have the right to place advertisements in financial and other newspapers and journals at its own expense, describing its services to the Company and a general description of the Financing provided that the Agent will submit a copy of any such advertisements to the Company for its prior written approval, which approval shall not be unreasonably withheld or delayed. In addition, the Company agrees to include in any press release or public announcement announcing a Financing, if any, a reference to the Agent's role as financial advisor and placement agent to the Company with respect to such Financing, provided that the Company will submit a copy of any such press release or public announcement to the Agent for its prior approval, which approval shall not be unreasonably withheld or delayed. The Company agrees that, for a period of forty-five (45) days following the closing of the Financing in the amount of at least $2.5 million, it will suspend its at-the-market offering of Common Stock.

10. (a) In the event that at least $2.5 million in Securities are sold by the Company during the term of this Agreement to Agent Investors pursuant to the Financing, then the Agent shall have the rights set forth in this Section 10.

(b) In the event, during the Applicable Period (as hereinafter defined), the Company seeks to raise up to $2.5 million in Securities (the "Initial Additional Financing"), it shall notify the Agent of such desire (the "Initial Additional Financing Notice"). Thereupon, the Company and the Agent shall negotiate in good faith the terms of an engagement agreement pursuant to which the Agent shall serve as placement agent or underwriter for the Initial Additional Financing (the "Initial Additional Financing Engagement Agreement"). In the event, within fifteen (15) days following the date of the Initial Additional Financing Notice, the Company and the Agent do not enter into the Initial Additional Financing Engagement Agreement, for any reason, then the Company shall be free to seek to raise funds pursuant to the Initial Additional Financing in such manner as it determines, in its sole discretion, including pursuant to another placement agent or underwriter.

(c) In the event that the Company and the Agent enter into the Initial Additional Financing Engagement Agreement and at least $2.5 million in Securities are sold by the Company to Agent Investors pursuant to the Initial Additional Financing, then the provisions of paragraph (b) above shall apply in like manner with respect to an additional financing by the Company of up to $2.5 million in Securities.

(d) For purposes hereof, the term "Applicable Period" shall mean the twelve (12) month period following the date of this Agreement; provided, however, that the Applicable Period shall terminate earlier in the event (i) the Initial Additional Financing Notice is sent by the Company and the Initial Additional Financing Engagement Agreement is not entered into between the Company and the Agent for any reason or (ii) the Company has raised at least $7.5 million in gross proceeds from the sale of Securities following the date hereof.

(e) For the avoidance of doubt, the provisions of this Section 10 shall apply only with respect to a financing of up to $2.5 million in Securities. Accordingly, in the event the Company seeks to raise more than $2.5 million in Securities pursuant to a financing, the Agent shall not have the rights set forth in this Section 10; however, in such event, the Company shall use reasonable commercial efforts to allow the Agent to participate in such financing.

11. The Company represents and warrants that there are no brokers, representatives or other persons which have an interest in any compensation due to the Agent from any advice or proposed Financing contemplated herein. The Company acknowledges and agrees that the Agent is a full-service securities firm and as such from time-to-time may effect transactions for its own account or the accounts of its customers and hold long or short positions in debt or equity securities of the companies which may be the subject of a potential Financing. It is understood that the Agent's obligation under any definitive agreement as placement agent is to use its commercially reasonable efforts throughout the period for which it acts as the Company's exclusive agent as described herein, including to use its best efforts to complete any proposed Financing contemplated by this Agreement. The Agent's engagement is not intended to provide the Company or any other person or entity with any assurances that any Financing or other transaction will be consummated, and in no event will the Agent or any of its affiliates be obligated to purchase securities of the Company for its own account or the accounts of its customers.

12. The terms and provisions of this Agreement are solely for the benefit of the Company and the Agent and the other Indemnified Persons and their respective successors, assigns, heirs and personal representatives, and no other person or entity shall acquire or have any right by virtue of this Agreement. The Company and the Agent acknowledge and agree that the Agent is acting as an independent contractor, and is not a fiduciary of, nor will its engagement hereunder give rise to fiduciary duties to, the Company or its board of directors. The Agent shall not have the power or authority to enter into any agreement on behalf of the Company or otherwise bind the Company to any obligation. This Agreement represents the entire understanding between the Company and the Agent with respect to the Agent's engagement hereunder, and all prior discussions are merged herein (except with respect to the Agent's confidentiality obligations as provided for hereunder). The parties acknowledge and agree that the engagement provided for in the 2024 Agreement terminated effective as of June 17, 2025, and, except as provided for in Section 11 of the 2024 Agreement, is no longer in effect. This Agreement may be executed in two or more counterparts (including fax or electronic counterparts), all of which together will be considered a single instrument. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO SUCH STATE'S PRINCIPLES OF CONFLICTS OF LAWS, AND MAY BE AMENDED, MODIFIED OR SUPPLEMENTED ONLY BY A WRITTEN INSTRUMENT EXECUTED BY EACH OF THE PARTIES HERETO.

13. Dispute Resolution.

(a) All disputes, claims, or controversies arising out of or relating to this Agreement or the transactions contemplated hereby that are not resolved by mutual agreement shall be resolved solely and exclusively by binding arbitration to be conducted before JAMS, The Resolution Experts, or its successor ("JAMS"). The arbitration shall be held in New York City, New York before three arbitrators, one chosen by the Company, one chosen by Cova Capital Partners, LLC (on behalf of the Agent) and one reasonably agreed upon between the Company and Cova Capital Partners (on behalf of the Agent) (or, if not agreed upon within fifteen (15) days of submission of a proposed third arbitrator by one party to the other party, then by JAMS). The arbitration shall be conducted in accordance with the rules and regulations promulgated by JAMS unless specifically modified herein.

The parties covenant and agree that they will participate in the arbitration in good faith and that they will share equally its costs, except as otherwise provided herein. The arbitrators may in their discretion assess costs and expenses (including the reasonable legal fees and expenses of the prevailing party) against any party to a proceeding. Any party refusing to comply with an order of the arbitrators shall be liable for reasonable costs and expenses, including reasonable attorneys' fees, incurred by the other party in enforcing the award. This Section 13 applies equally to requests for temporary, preliminary or permanent injunctive relief, except that, in the case of temporary or preliminary injunctive relief, any party may proceed in court without prior arbitration for the limited purpose of avoiding immediate and irreparable harm. The provisions of this Section 13 shall be enforceable in any court of competent jurisdiction.

The parties shall bear their own attorneys' fees, costs and expenses in connection with the arbitration; provided, however, the parties agree that the prevailing party shall be entitled to, and the arbitrators shall award to the prevailing party, its reasonable attorneys fees, costs and expenses in the event such party completely prevails or prevails in all material respects in the arbitration decision as determined by the arbitrators. The parties will share equally in the fees and expenses charged by JAMS.

(b) Each of the parties hereto irrevocably and unconditionally consents to the exclusive jurisdiction of JAMS to resolve all disputes, claims or controversies arising out of or relating to this Agreement or the transactions contemplated hereby and further consents to the jurisdiction of the courts of New York for the purposes of enforcing the arbitration provisions of Section 13(a) of this Agreement. Each party further irrevocably waives any objection to proceeding before JAMS based upon lack of personal jurisdiction or to the laying of venue and further irrevocably and unconditionally waives and agrees not to make a claim in any court that arbitration before JAMS has been brought in an inconvenient forum. Each of the parties hereto hereby consents to service of process by registered mail to the respective address of each party (attention to the Chief Executive Officer). Each of the parties hereto agrees that its submission to jurisdiction and its consent to service of process by mail is made for the express benefit of the other parties hereto.

14. The Agent may assign, with the prior written consent of the Company, all or a portion of its duties hereunder to one or more investment banks. Notwithstanding any other entity's participation in any Financing hereunder as a result of such assignment, compensation detailed in Section 3 of this Agreement will be solely due and payable by the Company to the Agent on the proportional basis detailed in Section 3 of this Agreement, unless otherwise agreed in writing. The Agent will compensate any such investment bank or financial advisor directly pursuant to arrangements between the Agent and such investment bank or financial advisor.

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

If the foregoing correctly sets forth the entire understanding and agreement between the Agent and the Company, please so indicate in the space provided for that purpose below and return an executed copy to us, whereupon this letter shall constitute a binding agreement as of the date first above written.

Very truly yours,

Alere Financial Partners,
A division of Cova Capital Partners LLC

By: _____
Name: William Odenthal
Title: Director of Investment Banking, Alere Financial Partners

By: _____
Name: Ed Gibstein
Title: CEO, Cova Capital Partners, LLC

BioRestorative Therapies, Inc.

By: _____
Name: Lance Alstodt
Title: CEO

ATTACHMENT A

INDEMNIFICATION, CONTRIBUTION AND
LIMITATION OF LIABILITY PROVISIONS

(a) The Company agrees to indemnify and hold harmless the Agent and its affiliates and their respective officers, directors, employees and agent, and any persons controlling the Agent or any of its affiliates within the meaning of Section 15 of the Securities Act of 1933 or Section 20 of the Securities Exchange Act of 1934 (the Agent and each such other person or entity being referred to herein as an "Indemnified Person"), from and against all claims, liabilities, losses or damages (or actions in respect thereof) or other expenses which are related to or arise out of (i) actions taken or omitted to be taken (including any untrue statements made or any statements omitted to be made) by the Company or its affiliates, (ii) actions taken or omitted to be taken by an Indemnified Person with the written consent or in conformity with the actions or omissions of the Company or its affiliates, or (iii) the Agent's activities on behalf of the Company as contemplated by this Agreement. The Company will not be responsible, however, for any losses, claims, damages, liabilities or expenses to the extent they are finally determined by a court or arbitral tribunal of competent jurisdiction to have resulted from such Indemnified Person's bad faith, gross negligence or willful misconduct. In addition, the Company agrees to reimburse each Indemnified Person for all reasonable out-of-pocket expenses (including reasonable fees and expenses of counsel) as they are incurred by such Indemnified Person in the third party claim and which are necessary for the defense of any such action or claim.

(b) If for any reason the foregoing indemnity is unavailable to an Indemnified Person or insufficient to hold an Indemnified Person harmless, then the Company shall contribute to the amount paid or payable by such Indemnified Person as a result of such claim, liability, loss, damage or expense in such proportion as is appropriate to reflect not only the relative benefits received by the Company on the one hand and the Agent on the other, but also the relative fault of the Company and the Agent, as well as any relevant equitable considerations, subject to the limitation that in any event the aggregate contribution of all Indemnified Persons to all losses, claims, liabilities, damages and expenses shall not exceed the amount of fees actually received by or payable to the Agent pursuant to this Agreement. It is hereby further agreed that the relative benefits to the Company on the one hand and the Agent on the other with respect to any Financing or proposed Financing contemplated by this Agreement shall be deemed to be in the same proportion as (i) the total value the Financing bears to (ii) the fees paid or payable to the Agent with respect to such Financing.

(c) No Indemnified Person shall have any liability to the Company or any other person in connection with the services rendered pursuant to this Agreement, except to the extent any liability for losses, claims, damages or liabilities has been finally determined by a court or arbitral tribunal of competent jurisdiction to have resulted from such Indemnified Person's bad faith, gross negligence or willful misconduct.

(d) If indemnification is to be sought hereunder by any Indemnified Person, then such Indemnified Person shall notify the Company promptly of the commencement of any action or proceeding in respect thereof; provided, however, that the failure so to notify the Company promptly shall not relieve the Company from any liability that it may otherwise have to such Indemnified Person except and only to the extent that the Company is materially adversely affected by such Indemnified Person's failure to provide prompt notice. Following such notification, the Company may elect in writing to assume the defense of such action or proceeding, and, upon such election, it shall not be liable for any legal costs incurred by such Indemnified Person (other than reasonable costs of investigation) in connection therewith, unless (i) the Company has failed to provide counsel reasonably satisfactory to such Indemnified Person in a timely manner or (ii) representation of such Indemnified Person by counsel provided by the Company would present such counsel with a conflict of interest.

(e) The Company agrees that it will not settle or compromise or consent to the entry of any judgment in any pending or threatened claim, action, suit or proceeding in respect of which indemnification may be sought from the Company by any Indemnified Person (whether any Indemnified Person is an actual or potential party to such claim, action, suit or proceeding) unless such settlement, compromise or consent includes an unconditional release of Indemnified Persons hereunder from all liability arising out of such claim, action, suit or proceeding.

(f) To the extent officers or employees of the Agent appear as witnesses, are deposed, or otherwise are involved in or assist with any action, hearing or proceeding related to or arising from any Financing or proposed Financing contemplated by this Agreement or the Agent's engagement hereunder, or in a situation where such appearance, involvement or assistance results from the Agent's engagement hereunder, the Company will pay the Agent, in addition to the fees set forth above, the Agent's reasonable and customary per diem charges. In addition, if any Indemnified Person appears as a witness, is deposed or otherwise is required to be involved in any action relating to or arising from any Financing or proposed Financing contemplated by this Agreement or the Agent's engagement hereunder, or in a situation where such appearance, involvement or assistance results from the Agent's engagement hereunder, the Company will reimburse such Indemnified Person for all reasonable expenses (including reasonable fees and expenses of counsel) incurred by it by reason of it or any of its personnel being involved in any such action.

(g) Both parties waive any right to a trial by jury with respect to any claim or action arising out of this Agreement or the actions of the Agent, and consents to personal jurisdiction, service of process and venue as provided for in this Agreement.

(h) The provisions of this Attachment A shall be in addition to any liability the Company may have to any Indemnified Person at common law or otherwise, and shall survive the termination of this Agreement and the closing or consummation of any Financing or proposed Financing contemplated by this Agreement.

Exhibit 99.1

BioRestorative Therapies Announces $1.085 Million Registered Direct Offering Priced Above Market

MELVILLE, N.Y., October 6, 2025 — BioRestorative Therapies, Inc. ("BioRestorative", "BRTX" or the "Company") (NASDAQ: BRTX), a clinical stage company focused on stem cell-based therapies, today announced it has entered into definitive agreements with several accredited and/or institutional investors for the sale of 678,125 shares of the Company's common stock at an offering price of $1.60 per share in a registered direct offering. The Company's stock closed at $1.50 per share on October 3, 2025. In a concurrent private placement offering, the Company also agreed to issue to the investors in the registered direct offering unregistered warrants to purchase up to an aggregate of 508,594 shares of the Company's common stock (the "Unregistered Warrants"), representing 75% warrant coverage. The Unregistered Warrants will have an exercise price of $2.75 per share and will be exercisable commencing six months from the date of issuance until the five year anniversary of the date of issuance. The gross proceeds of the offering will be $1.085 million, before deducting placement agent fees and other estimated offering expenses. The closing of the offering is expected to take place on or about October 8, 2025.

The Company intends to use the net proceeds of the offering in connection with its clinical trials with respect to its lead cell therapy candidate, BRTX-100, pre-clinical research and development with respect to its metabolic ThermoStem® Program, the development of its commercial biocosmeceuticals platform and for general corporate purposes and working capital.

"We appreciate the support of this high-conviction group of existing and new healthcare specialist investors, anchored by our largest institutional shareholder," said Lance Alstodt, Chief Executive Officer of BioRestorative. "Members of our executive team also participated. With this investment, together with our existing cash, we believe that we are well-positioned to continue executing on our strategic goals."

Alere Financial Partners (a division of Cova Capital Partners, LLC) acted as the exclusive placement agent for the offering.

The shares in the offering are being offered by the Company pursuant to a shelf registration statement on Form S-3 (File No. 333-269631) previously filed with the U.S. Securities and Exchange Commission (the "SEC") and declared effective by the SEC on February 14, 2023. The offering is being made only by means of a prospectus, including a prospectus supplement, forming a part of the effective registration statement, relating to the offering, which will be filed with the SEC and will be available on the SEC's website located at http://www.sec.gov. Electronic copies of the final prospectus supplement and accompanying prospectus may also be obtained, when available, from Cova Capital Partners, LLC, 6851 Jericho Turnpike, Suite 205, Syosset, New York 11791, or by telephone at (866) 772-8081.

The Unregistered Warrants are being offered in the concurrent private placement offering pursuant to an exemption from the registration requirements of the Securities Act of 1933, as amended (the "Securities Act"), provided for in Section 4(a)(2) of the Securities Act and/or Regulation D promulgated thereunder.

This press release shall not constitute an offer to sell or the solicitation of an offer to buy these securities, nor shall there be any sale of these securities in any state or jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such state or jurisdiction.

About BioRestorative Therapies, Inc.

BioRestorative (www.biorestorative.com) develops therapeutic products using cell and tissue protocols, primarily involving adult stem cells. As described below, our two core clinical development programs relate to the treatment of disc/spine disease and metabolic disorders, and we also operate a commercial BioCosmeceutical platform:

● Disc/Spine Program (brtxDISC™): Our lead cell therapy candidate, BRTX-100, is a product formulated from autologous (or a person's own) cultured mesenchymal stem cells collected from the patient's bone marrow. We intend that the product will be used for the non-surgical treatment of painful lumbosacral disc disorders or as a complementary therapeutic to a surgical procedure. The BRTX-100 production process utilizes proprietary technology and involves collecting a patient's bone marrow, isolating and culturing stem cells from the bone marrow and cryopreserving the cells. In an outpatient procedure, BRTX-100 is to be injected by a physician into the patient's damaged disc. The treatment is intended for patients whose pain has not been alleviated by non-invasive procedures and who potentially face the prospect of surgery. We have commenced a Phase 2 clinical trial using BRTX-100 to treat chronic lower back pain arising from degenerative disc disease. We have also obtained U.S. Food and Drug Administration ("FDA") Investigational New Drug ("IND") clearance to evaluate BRTX-100 in the treatment of chronic cervical discogenic pain.

● Metabolic Program (ThermoStem®): We are developing cell-based therapy candidates to target obesity and metabolic disorders using brown adipose (fat) derived stem cells ("BADSC") to generate brown adipose tissue ("BAT"), as well as exosomes secreted by BADSC. BAT is intended to mimic naturally occurring brown adipose depots that regulate metabolic homeostasis in humans. Initial preclinical research indicates that increased amounts of brown fat in animals may be responsible for additional caloric burning as well as reduced glucose and lipid levels. Researchers have found that people with higher levels of brown fat may have a reduced risk for obesity and diabetes. BADSC secreted exosomes may also impact weight loss.

● BioCosmeceuticals: We operate a commercial BioCosmeceutical platform. Our current commercial product, formulated and manufactured using our cGMP ISO-7 certified clean room, is a cell-based secretome containing exosomes, proteins and growth factors. This proprietary biologic serum has been specifically engineered by us to reduce the appearance of fine lines and wrinkles and bring forth other areas of cosmetic effectiveness. Moving forward, we also intend to explore the potential of expanding our commercial offering to include a broader family of cell-based biologic aesthetic products and therapeutics via IND-enabling studies, with the aim of pioneering FDA approvals in the emerging BioCosmeceuticals space.

Forward-Looking Statements

This press release contains "forward-looking statements" within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended, and such forward-looking statements are made pursuant to the safe harbor provisions of the Private Securities Litigation Reform Act of 1995. You are cautioned that such statements are subject to a multitude of risks and uncertainties that could cause future circumstances, events or results to differ materially from those projected in the forward-looking statements as a result of various factors and other risks, including, without limitation, those set forth in the Company's latest Form 10-K filed with the Securities and Exchange Commission. You should consider these factors in evaluating the forward-looking statements included herein, and not place undue reliance on such statements. The forward-looking statements in this release are made as of the date hereof and the Company undertakes no obligation to update such statements.

CONTACT:

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