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

FORM 8-K

CURRENT REPORT

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

Date of Report (Date of earliest event reported): January 14, 2019 (January 8, 2019)

MEDOVEX CORP.
(Exact Name of Registrant as Specified in Charter)

Nevada	001-36763	46-3312262
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)

2380 Old Milton Parkway Alpharetta, Georgia	30009
(Address of principal executive offices)	(Zip Code)

Registrant's telephone number, including area code: (844) 633-6839

Copies to:

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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))

Item 1.01 Entry into a Material Definitive Agreement.

As previously disclosed on a Form 8-K filed on October 18, 2018, MedoveX Corporation (the "Company") entered into an Asset Purchase Agreement (the "Asset Purchase Agreement") with Regenerative Medicine Solutions, LLC ("RMS"), Lung Institute LLC ("Lung Institute"), RMS Lung Institute Management LLC ("RMS Management"), Cognitive Health Institute Tampa, LLC ("CHIT"), RMS Shareholder, LLC ("RMS Shareholder") and RMS Acquisition Corp. ("RMS Acquisition") (collectively, the "Parties"). On January 8, 2019, the Parties to the Asset Purchase Agreement entered into an amendment thereto (the "APA Amendment") to, among other things, i) update the contracts assigned to and liabilities assumed by RMS Acquisition, ii) amend the number of Series C preferred stock of the Company (the "Series C Preferred Stock") issued to RMS Shareholder from 30,119 shares to 39,772 shares, iii) revise the lists of material contracts, real estate leases, legal proceedings, employees of RMS Management and Lung Institute Tampa, iv) state that the Company shall enter into an employment agreement with James St. Louis, v) include two additional members, Michael Yurkowsky and Raymond Monteleone, to the board of directors of the Company (the "Board"), and vi) revise the patient treatment arrangement among the Parties after closing of the Asset Purchase Agreement.

In connection with the Asset Purchase Agreement and APA Amendment, on January 8, 2019, RMS, Lung Institute, RMS Management, CHIT and RMS Acquisition executed an assignment and assumption agreement (the "Assignment and Assumption Agreement"), pursuant to which RMS, Lung Institute, RMS Management and CHIT assigned and transferred to RMS Acquisition all the rights and interests in the Assigned Contracts as listed in the APA Amendment and RMS Acquisition assumed all the obligations and liabilities under the Assumed Liabilities as defined in the APA Amendment.

Pursuant to the Asset Purchase Agreement, as amended, on January 8, 2019, the Company, RMS Shareholder, the holder of Series C preferred stock of the Company, and certain holders of at least 30% of the Common Stock entered into a voting agreement (the "Voting Agreement"). In accordance with the Voting Agreement, RMS Shareholder and such signatory shareholders of the Voting Agreement agreed to vote shares owned by such shareholders to i) reduce the size of the Board to three directors; ii) cause Michael Yurkowsky and Raymond Monteleone to be elected as members of the Board; and iii) increase the number of authorized shares of Common Stock to ensure that there will be sufficient number of shares available for conversion of all the preferred stock outstanding as of the date of the Voting Agreement.

On January 8, 2019, the Company entered into a securities purchase agreement (the "SPA") with four purchasers (the "Purchasers") pursuant to which the four Purchasers invested in the Company an aggregate amount of $2,000,000, with $1,800,000 in cash and $200,000 by cancellation of debt as explained below, in exchange for forty (40) units (the "Units"), each consisting of a convertible note (the "Convertible Note") with the principal amount of $50,000 and a warrant (the "Warrant") to purchase common stock (the "Common Stock") of the Company. Pursuant to this SPA, the Company offered a minimum of $1,000,000 and a maximum of $6,000,000 (the "Maximum Amount") of Units at a price of $50,000 per Unit until the earlier of i) the closing of the subscription of the Maximum Amount and ii) February 28, 2019 (the "Termination Date"), subject to the Company's earlier termination at its discretion. The SPA includes the customary representations and warranties from the Company and purchasers. Steve Gorlin, the Company's former Chairman of the Board, converted a $200,000 promissory note owed to him by the Company in exchange for four (4) Units on the same terms as all other Purchasers. Each Convertible Note offered by the Company as part of the Unit bears an interest rate of 12% per annum, has a principal amount of $50,000, shall mature in one year from the original issue date on January 8, 2019, and will be convertible into shares of Common Stock at a price of $0.40 subject to adjustment stated in the Convertible Note. Pursuant to the terms of the Convertible Note, each holder of the Convertible Notes shall not own more than 4.99% of the number of shares of Common Stock outstanding immediately after giving effect to the issuance of Common Stock issuable upon exercise of such Convertible Note. Upon default, the penalty interest rate of the Convertible Note shall rise to 18% per annum. In addition, pursuant to the SPA, the Company offers, as part of the Unit, Warrants to purchase the Common Stock at a price of $0.75 per share (the "Exercise Price"), subject to adjustments stated therein. The holder of each Warrant may purchase the number of shares of Common Stock equal to the number of shares of Common Stock issuable upon conversion of each Convertible Note while the Warrant is exercisable. The Warrants have a term of three years and shall be exercised in cash or on a cashless basis as described in the Warrant.

The foregoing description of the APA Amendment, Assignment and Assumption Agreement, Voting Agreement, SPA, Convertible Note, and Warrant is qualified in its entirety by reference to the respective agreements, a copy of which are attached hereto as Exhibits and are hereby incorporated by reference into this Item 1.01.

Item 2.01 Completion of Acquisition or Disposition of Assets

As described in Item 1.01 above and previously disclosed on a Form 8-K filed on October 18, 2018, the Company entered into the Asset Purchase Agreement with RMS and its subsidiaries and affiliates as stated above. Pursuant to the Asset Purchase Agreement, the Company purchased all the assets of RMS, CHIT, Lung Institute and RMS Management and issued 39,772 shares of Series C Preferred Stock, and assumed certain liabilities as set forth in section 7.03 of the Asset Purchase Agreement, as amended.

Item 2.03 Creation of a Direct Financial Obligation

As described in Item 1.01 above, on January 8, 2019, the Company issued one-year Convertible Notes in the aggregate principal amount of $1,800,000 which encompasses the total amount owed by the Company to the various Purchasers.

Item 3.02 Unregistered Sales of Equity Securities

As described in Section 1.01 hereof, on January 8, 2019, the Company issued 39,772 shares of Series C Preferred Stock in connection with the Asset Purchase Agreement and APA Amendment and the Convertible Notes with the aggregate principal amount of $1,800,000 and Warrants, together constituting the Units, pursuant to the SPA. Each share of Series C Preferred Stock is convertible into 1,000 shares of Common Stock. The Company is obligated to issue the shareholders of RMS an aggregate of 583,333 shares of common stock upon the occurrence of certain events as set forth in the SPA.

Item 5.02 Departure of Directors or Certain Officers; Election of Director; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers

On January 8, 2019, in connection with the Asset Purchase Agreement and APA Amendment, the Board of the Company appointed Michael Yurkowsky and Raymond Monteleone as additional members of the Board.

Michael Yurkowsky, 46, operates his own family office, YP Holdings LLC, which has an investment portfolio of 50 private companies and participated in over 100 financing transactions with public companies since 2012. Previously Mr. Yurkowsky managed his own hedge fund and worked as a broker at several national broker-dealer firms.

Raymond Monteleone, 71, serves managerial roles at serveral enterprises. Mr. Monteleone currently serves as the chairman and president of Paladin Global Partners, LLC since 2007; a board member and vice president of Dannelly, Monteleone & Associates, LLC since 2010; the chief financial officer of Vertically Align, LLC since 2018 and WH & LM, LLC also since 2018; a managing member at Diner Investment Partners, LLC since 2016 and Uyonya Management, LLC since 2013; a managing member and the chief financial officer at HBRE, LLC since 2013 and Horne Management, LLC since 2011; and the president at Monteleone & Associates Consulting, Inc. since 2005. Mr. Monteleone received a college degree from the New York Institute of Technology and an MBA degree from Florida Atlantic University.

There are no arrangements or understandings between the Company and Mr. Michael Yurkowsky and any other person or persons pursuant to which Mr. Yurkowsky was appointed as a member of the Board and there is no family relationship between Mr. Yurkowsky and any other director or executive officer of the Company or any person nominated or chosen by the Company to become a director or executive officer.

There are no arrangements or understandings between the Company and Mr. Raymond Monteleone and any other person or persons pursuant to which Mr. Monteleone was appointed as a member of the Board and there is no family relationship between Mr. Monteleone and any other director or executive officer of the Company or any person nominated or chosen by the Company to become a director or executive officer.

Item 7.01 Regulation FD Disclosure

On January 14, 2019, the Company issued a press release (the "Press Release") announcing the closing of the acquisition of substantially all of the assets of RMS. A copy of the Press Release is attached hereto and incorporated herein by reference in its entirety as Exhibit 99.1.

The information contained in this Current Report on Form 8-K shall not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or incorporated by reference in any filing under the Securities Act of 1933, as amended (the "Securities Act") or the Exchange Act, except as shall be expressly set forth by specific reference in such a filing. The furnishing of the information in this Current Report on Form 8-K is not intended to, and does not, constitute a representation that such furnishing is required by Regulation FD or that the information contained in this Current Report on Form 8-K constitutes material investor information that is not otherwise publicly available.

The Securities and Exchange Commission encourages registrants to disclose forward-looking information so that investors can better understand the future prospects of a registrant and make informed investment decisions. This Current Report on Form 8-K and exhibits may contain these types of statements, which are "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995, and which involve risks, uncertainties and reflect the Registrant's judgment as of the date of this Current Report on Form 8-K. Forward-looking statements may relate to, among other things, operating results and are indicated by words or phrases such as "expects," "should," "will," and similar words or phrases. These statements are subject to inherent uncertainties and risks that could cause actual results to differ materially from those anticipated at the date of this Current Report on Form 8-K. Investors are cautioned not to rely unduly on forward-looking statements when evaluating the information presented within.

Item 9.01 Financial Statements and Exhibits

The required financial statements will be filed within 71 days of this Current Report on Form 8-K.

(d) Exhibits.

Exhibit Number	Description

4.1	Form of Convertible Note
4.2	Form of Warrant
9.1	Voting Agreement dated January 8, 2019 by and among the Company, RMS Shareholder and certain holders of the at least 30% of the Common Stock
10.1	Amendment to the Asset Purchase Agreement dated January 8, 2019 by and among the Company, RMS, Lung Institute, RMS Management, CHIT, RMS Shareholder and RMS Acquisition
10.2	Assignment and Assumption Agreement dated January 8, 2019 by and among Lung Institute, RMS Management, CHIT and RMS Acquisition
10.3	Form of Securities Purchase Agreement
99.1	Press Release: Medovex Corporation Closes Acquisition of Pulmonary Biomedical Services and Patient Delivery Platform of Regenerative Medicine Solutions, LLC

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.

MEDOVEX CORP.

Date: January 14, 2019

By: */s/ William Horne*
William Horne
Chief Executive Officer

Exhibit B

NEITHER THIS SECURITY NOR THE SECURITIES INTO WHICH THIS SECURITY IS CONVERTIBLE 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. THIS SECURITY MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT WITH A REGISTERED BROKER-DEALER OR OTHER LOAN WITH A FINANCIAL INSTITUTION THAT IS AN "ACCREDITED INVESTOR" AS DEFINED IN RULE 501(a) UNDER THE SECURITIES ACT OR OTHER LOAN SECURED BY SUCH SECURITIES.

Original Issue Date:_____ , 2018

$ _____

12% CONVERTIBLE NOTE DUE _____, 201__[1]

THIS 12% CONVERTIBLE NOTE is one of a series of duly authorized and validly issued 12% Convertible Notes of Medovex Corp., a Nevada corporation (the "Company"), having its principal place of business at 3060 Royal Boulevard S., Suite 150, Alpharetta, Georgia 30022, designated as its 12% Convertible Note due _____, 201__[2] (this Note, the "Note" and, collectively with the other Notes of such series, the "Notes").

FOR VALUE RECEIVED, the Company promises to pay to _____ or its registered assigns (the "Holder"), or shall have paid pursuant to the terms hereunder, the principal sum of $_____ on the first (1st) anniversary of the Original Issue Date (the "Maturity Date") or such earlier date as this Note is required or permitted to be repaid as provided hereunder, and to pay interest to the Holder on the aggregate unconverted and then outstanding principal amount of this Note in accordance with the provisions hereof. This Note is subject to the following additional provisions:

Section 1. Definitions. For the purposes hereof, in addition to the terms defined elsewhere in this Note, (a) capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement, and (b) the following terms shall have the following meanings:

"Alternate Consideration" shall have the meaning set forth in Section 5(b).

[1] One year from the Original Issue Date

[2] One year from the Original Issue Date

"Bankruptcy Event" means any of the following events: (a) the Company or any Significant Subsidiary (as such term is defined in Rule 1-02(w) of Regulation S-X) thereof commences a case or other proceeding under any bankruptcy, reorganization, arrangement, adjustment of debt, relief of debtors, dissolution, insolvency or liquidation or similar law of any jurisdiction relating to the Company or any Significant Subsidiary thereof, (b) there is commenced against the Company or any Significant Subsidiary thereof any such case or proceeding that is not dismissed within 60 days after commencement, (c) the Company or any Significant Subsidiary thereof is adjudicated insolvent or bankrupt or any order of relief or other order approving any such case or proceeding is entered, (d) the Company or any Significant Subsidiary thereof suffers any appointment of any custodian or the like for it or any substantial part of its property that is not discharged or stayed within 60 calendar days after such appointment, (e) the Company or any Significant Subsidiary thereof makes a general assignment for the benefit of creditors, (f) the Company or any Significant Subsidiary thereof calls a meeting of its creditors with a view to arranging a composition, adjustment or restructuring of its debts, (g) the Company or any Significant Subsidiary thereof admits in writing that it is generally unable to pay its debts as they become due, or (h) the Company or any Significant Subsidiary thereof, by any act or failure to act, expressly indicates its consent to, approval of or acquiescence in any of the foregoing or takes any corporate or other action for the purpose of effecting any of the foregoing.

"Beneficial Ownership Limitation" shall have the meaning set forth in Section 4(c).

"Buy-In" shall have the meaning set forth in Section 4(d)(v).

"Change of Control Transaction" means the occurrence after the date hereof of any of (a) an acquisition after the date hereof by an individual or legal entity or "group" (as described in Rule 13d-5(b)(1) promulgated under the Exchange Act) of effective control (whether through legal or beneficial ownership of capital stock of the Company, by contract or otherwise) of in excess of 50% of the voting securities of the Company (other than by means of conversion or exercise of the Notes and the Securities issued together with the Notes), (b) the Company merges into or consolidates with any other Person, or any Person merges into or consolidates with the Company and, after giving effect to such transaction, the stockholders of the Company immediately prior to such transaction own less than 50% of the aggregate voting power of the Company or the successor entity of such transaction, (c) the Company sells or transfers all or substantially all of its assets to another Person and the stockholders of the Company immediately prior to such transaction own less than 50% of the aggregate voting power of the acquiring entity immediately after the transaction, (d) a replacement at one time or within a three year period of more than one-half of the members of the Board of Directors which is not approved by a majority of those individuals who are members of the Board of Directors on the date hereof (or by those individuals who are serving as members of the Board of Directors on any date whose nomination to the Board of Directors was approved by a majority of the members of the Board of Directors who are members on the date hereof), or (e) the execution by the Company of an agreement to which the Company is a party or by which it is bound, providing for any of the events set forth in clauses (a) through (d) above. The RMS Transaction shall not be deemed a Change of Control Transaction.

"Conversion" shall have the meaning ascribed to such term in Section 4.

"Conversion Date" shall have the meaning set forth in Section 4(a).

"Conversion Price" shall have the meaning set forth in Section 4(b).

"Conversion Schedule" means the Conversion Schedule in the form of Schedule 1 attached hereto.

"Conversion Shares" means the shares of Common Stock of the Company, as applicable, issuable upon conversion of this Note in accordance with the terms hereof.

"Event of Default" shall have the meaning set forth in Section 7(a).

"Fundamental Transaction" shall have the meaning set forth in Section 5(b).

"Interest Rate" shall mean twelve percent (12%) per annum.

"Late Fees" shall have the meaning set forth in Section 2(c).

"New York Courts" shall have the meaning set forth in Section 8(d).

"Note Register" shall have the meaning set forth in Section 2(b).

"Notice of Conversion" shall have the meaning set forth in Section 4(a).

"Original Issue Date" means the date of the first issuance of the Notes, regardless of any transfers of any Note and regardless of the number of instruments which may be issued to evidence such Notes.

"Purchase Agreement" means the Securities Purchase Agreement, dated as of _____, 2018, among the Company and the Purchasers party thereto (including the Holder), as amended, modified or supplemented from time to time in accordance with its terms.

"Share Delivery Date" shall have the meaning set forth in Section 4(d)(ii).

Section 2. Interest.

a) Payment of Interest. The Company shall pay interest accrued on this Note at the Interest Rate on the Maturity Date, in cash.

b) Interest Calculations. Interest on the principal balance of this Note shall be calculated on the basis of a 360-day year, consisting of twelve 30 calendar day periods, and shall accrue daily commencing on the Original Issue Date until payment in full of the outstanding principal, together with all accrued and unpaid interest, liquidated damages and other amounts which may become due hereunder, has been made. Interest shall cease to accrue with respect to any principal amount converted, provided that, the Company actually delivers the Conversion Shares within the time period required by Section 4(d)(ii) herein. Interest hereunder will be paid to the Person in whose name this Note is registered on the records of the Company regarding registration and transfers of this Note (the "Note Register").

c) Late Fee. All overdue accrued and unpaid interest to be paid hereunder shall entail a late fee at an interest rate equal to the lesser of 18% per annum or the maximum rate permitted by applicable law (the "Late Fees") which shall accrue daily from the date such interest is due hereunder through and including the date of actual payment in full.

d) Prepayment. Except as otherwise set forth in this Note, the Company may not prepay any portion of the principal amount of this Note without the prior written consent of the Holder.

Section 3. Registration of Transfers and Exchanges.

a) Different Denominations. This Note is exchangeable for an equal aggregate principal amount of Notes of different authorized denominations, as requested by the Holder surrendering the same. No service charge will be payable for such registration of transfer or exchange.

b) Investment Representations. This Note has been issued subject to certain investment representations of the original Holder set forth in the Purchase Agreement and may be transferred or exchanged only in compliance with the Purchase Agreement and applicable federal and state securities laws and regulations.

c) Reliance on Note Register. Prior to due presentment for transfer to the Company of this Note, the Company and any agent of the Company may treat the Person in whose name this Note is duly registered on the Note Register as the owner hereof for the purpose of receiving payment as herein provided and for all other purposes, whether or not this Note is overdue, and neither the Company nor any such agent shall be affected by notice to the contrary.

Section 4. Conversion.

a) Voluntary Conversion. At any time from and after the date that Stockholder Approval is obtained until this Note is no longer outstanding, this Note shall be convertible, in whole or in part, into shares of Common Stock at the option of the Holder, at any time and from time to time (subject to the conversion limitations set forth in Section 4(c) hereof). The Holder shall effect conversions by delivering to the Company a Notice of Conversion, the form of which is attached hereto as Annex A (each, a "Notice of Conversion"), specifying therein the principal amount of this Note and the unpaid accrued interest hereon to be converted and the date on which such conversion shall be effected (such date, the "Conversion Date"). If no Conversion Date is specified in a Notice of Conversion, the Conversion Date shall be the date that such Notice of Conversion is deemed delivered hereunder. No ink-original Notice of Conversion shall be required, nor shall any medallion guarantee (or other type of guarantee or notarization) of any Notice of Conversion from be required. To effect conversions hereunder, the Holder shall not be required to physically surrender this Note to the Company unless the entire principal amount of this Note and all unpaid accrued interest hereon has been so converted in which case the Holder shall surrender this Note as promptly as is reasonably practicable after such conversion without delaying the Company's obligation to deliver the shares on the Share Delivery Date. Conversions hereunder shall have the effect of reducing (or eliminating, as the case may be) the unpaid accrued interest hereon, and then next the outstanding principal amount of this Note in an amount equal to the applicable conversion. The Holder and the Company shall maintain records showing the principal and unpaid accrued interest amount(s) converted and the date of such conversion(s). The Company may deliver an objection to any Notice of Conversion within one (1) Business Day of delivery of such Notice of Conversion. In the event of any dispute or discrepancy, the records of the Company shall be controlling and determinative in the absence of manifest error. **The Holder, and any assignee by acceptance of this Note, acknowledge and agree that, by reason of the provisions of this paragraph, following conversion of a portion of this Note, the unpaid and unconverted principal amount of this Note may be less than the amount stated on the face hereof**.

b) Conversion Price. The conversion price in effect on any Conversion Date shall be $0.40, subject to adjustment herein (the "Conversion Price").

c) Holder's Exercise Limitations. The Company shall not effect any conversion of this Note, and a Holder shall not have the right to convert any portion of this Note, pursuant to this Section 4 or otherwise, to the extent that after giving effect to such issuance after exercise as set forth on the applicable Notice of Conversion, the Holder (together with the Holder's 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. For purposes of the foregoing sentence, the number of shares of Common Stock beneficially owned by the Holder and its Affiliates and Attribution Parties shall include the number of shares of Common Stock issuable upon conversion of this Note 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 Note 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 4(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 Company is not representing to the Holder that such calculation is in compliance with Section 13(d) of the Exchange Act and the Holder is solely responsible for any schedules required to be filed in accordance therewith. To the extent that the limitation contained in this Section 4(c) applies, the determination of whether this Note is convertible (in relation to other securities owned by the Holder together with any Affiliates and Attribution Parties) and of which portion of this Note is exercisable shall be in the sole discretion of the Holder, and the submission of a Notice of Conversion shall be deemed to be the Holder's determination of whether this Note is convertible (in relation to other securities owned by the Holder together with any Affiliates and Attribution Parties) and of which portion of this Note is convertible, in each case subject to the Beneficial Ownership Limitation, and the Company shall have no obligation to verify or confirm the accuracy of such determination. 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 4(c), in determining the number of outstanding shares of Common Stock, the 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 Transfer Agent setting forth the number of shares of Common Stock outstanding. Upon the written or oral request of a 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 Note, 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 immediately after giving effect to the issuance of shares of Common Stock issuable upon exercise of this Note. The Holder, upon notice to the Company, may increase or decrease the Beneficial Ownership Limitation provisions of this Section 4(c), provided that the Beneficial Ownership Limitation in no event exceeds 9.99% of the number of shares of the Common Stock outstanding immediately after giving effect to the issuance of shares of Common Stock upon conversion of this Note held by the Holder and the provisions of this Section 4(c) shall continue to apply. Any increase in the Beneficial Ownership Limitation will not be effective until the 61st day after such notice is delivered to the Company. The provisions of this paragraph shall be construed and implemented in a manner otherwise than in strict conformity with the terms of this Section 4(c) to correct this paragraph (or any portion hereof) which may be defective or inconsistent with the intended Beneficial Ownership Limitation herein contained or to make changes or supplements necessary or desirable to properly give effect to such limitation. The limitations contained in this paragraph shall apply to a successor holder of this Note.

d) Mechanics of Conversion.

i. Conversion Shares Issuable Upon Conversion of Principal and Interest Amount. The number of Conversion Shares issuable upon a conversion hereunder shall be determined by the quotient obtained by dividing (x) the outstanding principal amount and unpaid accrued interest to be converted by (y) the Conversion Price.

ii. Delivery of Certificate Upon Conversion. Not later than five (5) Trading Days after each Conversion Date (the "Share Delivery Date"), the Company shall deliver, or cause to be delivered, to the Holder a certificate or certificates representing the Conversion Shares which, when eligible for resale under Rule 144 promulgated under the Securities Act ("Rule 144"), shall be free of restrictive legends and trading restrictions (other than those which may then be required by the Purchase Agreement) representing the number of Conversion Shares being acquired upon the conversion of this Note. When eligible for resale under Rule 144, the Company shall use its best efforts to deliver any certificate or certificates required to be delivered by the Company under this Section 4(d) electronically through the Depository Trust Company or another established clearing corporation performing similar functions.

iii. Failure to Deliver Certificates. If in the case of any Notice of Conversion such certificate or certificates are not delivered to or as directed by the applicable Holder by the seventh (7^{th}) Trading Day after the Conversion Date, the Holder shall be entitled to elect by written notice to the Company at any time on or before its receipt of such certificate or certificates, to rescind such Conversion, in which event the Company shall promptly return to the Holder any original Note delivered to the Company and the Holder shall promptly return to the Company the Common Stock certificates representing the portion of this Note unsuccessfully tendered for conversion to the Company.

iv. Obligation Absolute; Partial Liquidated Damages. The Company's obligations to issue and deliver the Conversion Shares upon conversion of this Note in accordance with the terms hereof are absolute and unconditional, irrespective of any action or inaction by the Holder to enforce the same, any waiver or consent with respect to any provision hereof, the recovery of any judgment against any Person or any action to enforce the same, or any setoff, counterclaim, recoupment, limitation or termination, or any breach or alleged breach by the Holder or any other Person of any obligation to the Company or any violation or alleged violation of law by the Holder or any other Person, and irrespective of any other circumstance which might otherwise limit such obligation of the Company to the Holder in connection with the issuance of such Conversion Shares; provided, however, that such delivery shall not operate as a waiver by the Company of any such action the Company may have against the Holder. In the event the Holder of this Note shall elect to convert any or all of the outstanding principal amount and hereof and unpaid accrued interest hereon, the Company may not refuse conversion based on any claim that the Holder or anyone associated or affiliated with the Holder has been engaged in any violation of law, agreement or for any other reason, unless an injunction from a court, on notice to Holder, restraining and or enjoining conversion of all or part of this Note shall have been sought and obtained, and the Company posts a surety bond for the benefit of the Holder in the amount of 130% of the outstanding principal amount of this Note, which is subject to the injunction, which bond shall remain in effect until the completion of arbitration/litigation of the underlying dispute and the proceeds of which shall be payable to the Holder to the extent it obtains judgment. In the absence of such injunction, the Company shall issue Conversion Shares or, if applicable, cash, upon a properly noticed conversion. If the Company fails for any reason to deliver to the Holder such certificate or certificates pursuant to Section 4(d)(ii) by the seventh (7^{th}) Trading Day after the Conversion Date, the Company shall pay to the Holder, in cash, as liquidated damages and not as a penalty, for each $1,000 of principal amount being converted, $10 per Trading Day (increasing to $20 per Trading Day on the ninth (9^{th}) Trading Day after such liquidated damages begin to accrue) for each Trading Day after such seventh (7^{th}) Trading Day until such certificates are delivered. Nothing herein shall limit a Holder's right to pursue actual damages or declare an Event of Default pursuant to Section 7 hereof for the Company's failure to deliver Conversion Shares within the period specified herein and the Holder shall have the right to pursue all remedies available to it hereunder, at law or in equity including, without limitation, a decree of specific performance and/or injunctive relief. The exercise of any such rights shall not prohibit the Holder from seeking to enforce damages pursuant to any other Section hereof or under applicable law.

v. Compensation for Buy-In on Failure to Timely Deliver Certificates Upon Conversion. In addition to any other rights available to the Holder, if the Company fails for any reason to deliver to the Holder such certificate or certificates by the Share Delivery Date pursuant to Section 4(d)(ii), and if after such Share Delivery Date the Holder is required by its brokerage firm 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 Conversion Shares which the Holder was entitled to receive upon the conversion relating to such Share Delivery Date (a "Buy-In"), then the Company shall (A) pay in cash to the Holder (in addition to any other remedies available to or elected by the Holder), if any, the amount by which (x) the Holder's total purchase price (including any brokerage commissions) for the Common Stock so purchased exceeds (y) the product of (1) the aggregate number of shares of Common Stock that the Holder was entitled to receive from the conversion at issue multiplied by (2) the actual sale price at which the sell order giving rise to such purchase obligation was executed (including any brokerage commissions) and (B) at the option of the Holder, either reissue (if surrendered) this Note in a principal amount equal to the principal amount of the attempted conversion (in which case such conversion shall be deemed rescinded) or deliver to the Holder the number of shares of Common Stock that would have been issued if the Company had timely complied with its delivery requirements under Section 4(d)(ii). 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 conversion of this Note with respect to which the actual sale price of the Conversion Shares (including any brokerage commissions) giving rise to such purchase obligation was a total 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 certificates representing shares of Common Stock upon conversion of this Note as required pursuant to the terms hereof.

vi. Reservation of Shares Issuable Upon Conversion. The Company covenants that it will at all times from and after the date that Stockholder Approval is obtained reserve and keep available out of its authorized and unissued shares of Common Stock for the sole purpose of issuance upon conversion of this Note, as herein provided, free from preemptive rights or any other actual contingent purchase rights of Persons other than the Holder (and the other holders of the Notes), not less than such aggregate number of shares of the Common Stock as shall (subject to the terms and conditions set forth in the Purchase Agreement) be issuable (taking into account the adjustments and restrictions of Section 5) upon the conversion of the outstanding principal amount of this Note and payment of interest hereunder. The Company covenants that all shares of Common Stock that shall be so issuable shall, upon issue, be duly authorized, validly issued, fully paid and nonassessable.

vii. Fractional Shares. No fractional shares or scrip representing fractional shares shall be issued upon the conversion of this Note. As to any fraction of a share which Holder would otherwise be entitled to purchase upon such conversion, the Company shall at its election, either pay a cash adjustment in respect of such final fraction in an amount equal to such fraction multiplied by the Conversion Price or round up to the next whole share.

viii. Transfer Taxes and Expenses. The issuance of certificates for shares of the Common Stock on conversion of this Note shall be made without charge to the Holder hereof for any documentary stamp or similar taxes that may be payable in respect of the issue or delivery of such certificates, provided that, the Company shall not be required to pay any tax that may be payable in respect of any transfer involved in the issuance and delivery of any such certificate upon conversion in a name other than that of the Holder of this Note so converted and the Company shall not be required to issue or deliver such certificates unless or until the person or persons requesting the issuance thereof shall have paid to the Company the amount of such tax or shall have established to the satisfaction of the Company that such tax has been paid. The Company shall pay all Transfer Agent fees required for same-day processing of any Notice of Conversion and all fees to the Depository Trust Company (or another established clearing corporation performing similar functions) required for same-day electronic delivery of the Conversion Shares.

Section 5. Certain Adjustments.

a) Stock Dividends and Stock Splits. If the Company, at any time while this Note is outstanding: (i) pays a stock dividend or otherwise makes a distribution or distributions payable in shares of Common Stock on shares of Common Stock or any Common Stock Equivalents (which, for avoidance of doubt, shall not include any shares of Common Stock issued by the Company upon conversion of, or payment of interest on, the Notes), (ii) subdivides outstanding shares of Common Stock into a larger number of shares, (iii) combines (including by way of a reverse stock split) outstanding shares of Common Stock into a smaller number of shares, or (iv) issues, in the event of a reclassification of shares of the Common Stock, any shares of capital stock of the Company, then in each such case the Conversion Price in effect immediately prior thereto shall be adjusted so that the Conversion Price shall thereafter equal the price determined by multiplying the Conversion Price in effect immediately prior to such event by a fraction of which (A) the numerator shall be the number of shares of Common Stock (excluding any treasury shares of the Company) outstanding immediately before such event, and (B) the denominator shall be the number of shares of Common Stock outstanding immediately after such event. Any adjustment made pursuant to this Section shall become effective immediately after the record date for the determination of stockholders entitled to receive such dividend or distribution and shall become effective immediately after the effective date in the case of a subdivision, combination or re-classification.

b) Fundamental Transaction. If, at any time while this Note is outstanding, (i) the Company, directly or indirectly, in one or more related transactions, effects any merger or consolidation of the Company with or into another Person, (ii) the Company, directly or indirectly, effects any sale, lease, license, assignment, transfer, conveyance or other disposition of all or substantially all of its assets in one or a series of related transactions, (iii) any, direct or indirect, purchase offer, tender offer or exchange offer (whether by the Company or another Person) is completed pursuant to which holders of Common Stock are permitted to sell, tender or exchange their shares for other securities, cash or property and has been accepted by the holders of 50% or more of the outstanding Common Stock, (iv) the Company, directly or indirectly, in one or more related transactions effects any reclassification, reorganization or recapitalization 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, (v) the Company, directly or indirectly, in one or more related transactions consummates a stock or share purchase agreement or other business combination (including, without limitation, a reorganization, recapitalization, spin-off or scheme of arrangement) with another Person whereby such other Person acquires more than 50% of the outstanding shares of Common Stock (not including any shares of Common Stock held by the other Person or other Persons making or party to, or associated or affiliated with the other Persons making or party to, such stock or share purchase agreement or other business combination) (each a "Fundamental Transaction"), then, upon any subsequent conversion of this Note, the Holder shall have the right to receive, for each Conversion Share that would have been issuable upon such conversion immediately prior to the occurrence of such Fundamental Transaction (without regard to any limitation in Section 4(d) on the conversion of this Note), the number of shares of Common Stock of the successor or acquiring corporation or of the Company, if it is the surviving corporation, and any additional consideration (the "Alternate Consideration") receivable as a result of such Fundamental Transaction by a holder of the number of shares of Common Stock for which this Note is convertible immediately prior to such Fundamental Transaction (without regard to any limitation in Section 4(d) on the conversion of this Note). For purposes of any such conversion, the determination of the Conversion Price shall be appropriately adjusted to apply to such Alternate Consideration based on the amount of Alternate Consideration issuable in respect of one (1) share of Common Stock in such Fundamental Transaction, and the Company shall apportion the Conversion 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 conversion of this Note following such Fundamental Transaction. The Company shall cause any successor entity in a Fundamental Transaction in which the Company is not the survivor (the "Successor Entity") to assume in writing all of the obligations of the Company under this Note and the other Transaction Documents in accordance with the provisions of this Section pursuant to written agreements in form and substance reasonably satisfactory to the Holder and approved by the Holder (without unreasonable delay) prior to such Fundamental Transaction and shall, at the option of the holder of this Note, deliver to the Holder in exchange for this Note a security of the Successor Entity evidenced by a written instrument substantially similar in form and substance to this Note which is convertible for a corresponding number of shares of capital stock of such Successor Entity (or its parent entity) equivalent to the shares of Common Stock acquirable and receivable upon conversion of this Note (without regard to any limitations on the conversion of this Note) prior to such Fundamental Transaction, and with a conversion price which applies the conversion price hereunder to such shares of capital stock (but taking into account the relative value of the shares of Common Stock pursuant to such Fundamental Transaction and the value of such shares of capital stock, such number of shares of capital stock and such conversion price being for the purpose of protecting the economic value of this Note immediately prior to the consummation of such Fundamental Transaction), and which is reasonably satisfactory in form and substance to the Holder. Upon the occurrence of any such Fundamental Transaction, the Successor Entity shall succeed to, and be substituted for (so that from and after the date of such Fundamental Transaction, the provisions of this Note and the other Transaction Documents referring to the "Company" shall refer instead to the Successor Entity), and may exercise every right and power of the Company and shall assume all of the obligations of the Company under this Note and the other Transaction Documents with the same effect as if such Successor Entity had been named as the Company herein. Notwithstanding the foregoing, the RMS Transaction shall not be deemed a Fundamental Transaction.

c) Calculations. All calculations under this Section 5 shall be made to the nearest cent or the nearest 1/100th of a share, as the case may be. For purposes of this Section 5, the number of shares of Common Stock deemed to be issued and outstanding as of a given date shall be the sum of the number of shares of Common Stock (excluding any treasury shares of the Company) issued and outstanding.

d) Notice to the Holder.

i. Adjustment to Conversion Price. Whenever the Conversion Price is adjusted pursuant to any provision of this Section 5, the Company shall promptly deliver to each Holder a notice setting forth the Conversion Price after such adjustment and setting forth a brief statement of the facts requiring such adjustment.

ii. Notice to Allow Conversion by Holder. If (A) the Company shall declare a dividend (or any other distribution in whatever form) on the Common Stock, (B) the Company shall declare a special nonrecurring cash dividend on or a redemption of the Common Stock, (C) the Company shall authorize the granting to all holders of the Common Stock of rights or warrants to subscribe for or purchase any shares of capital stock of any class or of any rights, (D) the approval of any stockholders of the Company shall be required in connection with any reclassification of the Common Stock, any consolidation or merger to which the Company is a party, any sale or transfer of all or substantially all of the assets of the Company, of any compulsory share exchange whereby the Common Stock is converted into other securities, cash or property, or (E) the Company shall authorize the voluntary or involuntary dissolution, liquidation or winding up of the affairs of the Company, then, in each case, the Company shall cause to be filed at each office or agency maintained for the purpose of conversion of this Note, and shall cause to be delivered to the Holder at its last address as it shall appear upon the Note Register, at least twenty (20) calendar days prior to the applicable record or effective date hereinafter specified, a notice stating (x) the date on which a record is to be taken for the purpose of such dividend, distribution, redemption, rights or warrants, or if a record is not to be taken, the date as of which the holders of the Common Stock of record to be entitled to such dividend, distributions, redemption, rights or warrants are to be determined, or (y) the date on which such reclassification, consolidation, merger, sale, transfer or share exchange is expected to become effective or close, and the date as of which it is expected that holders of the Common Stock of record shall be entitled to exchange their shares of the Common Stock for securities, cash or other property deliverable upon such reclassification, consolidation, merger, sale, transfer or share exchange, provided that the failure to deliver such notice or any defect therein or in the delivery thereof shall not affect the validity of the corporate action required to be specified in such notice. To the extent that any notice provided hereunder constitutes, or contains, material, non-public information regarding the Company or any of the Subsidiaries, the Company shall simultaneously file such notice with the Commission pursuant to a Current Report on Form 8-K. The Holder shall remain entitled to convert this Note during the 20-day period commencing on the date of such notice through the effective date of the event triggering such notice except as may otherwise be expressly set forth herein.

Section 6. Automatic Conversion. Notwithstanding anything herein to the contrary, on the first Trading Day after the last to occur of (a) the consummation of the RMS Transaction, and (b) the date that Stockholder Approval is obtained, the aggregate principal amount of this Note and all unpaid accrued interest hereon shall automatically be converted into such number of shares of Common Stock as determined in accordance with Section 4(d)(i) above. Upon the occurrence of such automatic conversion of this Note, the Holder shall surrender this Note at the office of the Company. Thereupon, there shall be issued and delivered to the Holder promptly at such office and in its name as shown on such surrendered Note, a certificate or certificates for the number of shares of Common Stock into which this Note surrendered were convertible on the date on which such automatic conversion occurred. On the date such automatic conversion takes place, this Note shall be converted automatically without any further action by the Holder and whether or not this Note is surrendered to the Company; provided, however, that the Company shall not be obligated to issue certificates evidencing the shares of Common Stock issuable upon such automatic conversion unless either this Note is delivered to the Company, or the Holder notifies the Company that this Note have been lost, stolen or destroyed and executes an agreement satisfactory to the Company to indemnify the Company from any loss incurred by it in connection with such lost Note. On the date of such automatic conversion, the Holder shall be deemed to be the holder of record of the Common Stock issuable upon such conversion, notwithstanding that this Note shall not have been surrendered at the office of the Company or that the certificates evidencing such shares of Common Stock shall not then be actually delivered to this Holder.

Section 7. Events of Default.

a) "Event of Default" means, wherever used herein, any of the following events (whatever the reason for such event and whether such event shall be voluntary or involuntary or effected by operation of law or pursuant to any judgment, decree or order of any court, or any order, rule or regulation of any administrative or governmental body):

i. any default in the payment of (A) the principal amount of any Note, or (B) interest, liquidated damages and other amounts owing to a Holder on any Note, as and when the same shall become due and payable (whether on a Conversion Date or the Maturity Date or by acceleration or otherwise) which default, solely in the case of an interest payment or other default under clause (B) above, is not cured within five (5) Trading Days;

ii. the Company shall fail to observe or perform any other covenant or agreement contained in the Notes which failure is not cured, if possible to cure, within seven (7) Trading Days after notice of such failure sent by the Holder or by any other Holder to the Company;

iii. a default or Event of Default (subject to any grace or cure period provided in the applicable agreement, document or instrument) shall occur under (A) any of the Transaction Documents, or (B) any other material agreement, lease, document or instrument to which the Company or any Subsidiary is obligated (and not covered by clause (vi) below);

iv. any representation or warranty made in this Note, any other Transaction Documents, any written statement pursuant hereto or thereto or any other report, financial statement or certificate made or delivered to the Holder or any other Holder shall be untrue or incorrect in any material respect as of the date when made or deemed made;

v. the Company or any Significant Subsidiary (as such term is defined in Rule 1-02(w) of Regulation S-X) shall be subject to a Bankruptcy Event;

vi. the Company or any Subsidiary shall default on any of its obligations under any mortgage, credit agreement or other facility, indenture agreement, factoring agreement or other instrument under which there may be issued, or by which there may be secured or evidenced, any indebtedness for borrowed money or money due under any long term leasing or factoring arrangement that (A) involves an obligation greater than $250,000, whether such indebtedness now exists or shall hereafter be created, and (B) results in such indebtedness becoming or being declared due and payable prior to the date on which it would otherwise become due and payable;

vii. the Common Stock shall not be eligible for listing or quotation for trading on a Trading Market and shall not be eligible to resume listing or quotation for trading thereon within seven (7) Trading Days;

viii. the Company shall be a party to any Change of Control Transaction or Fundamental Transaction or shall agree to sell or dispose of all or in excess of 40% of its assets in one transaction or a series of related transactions (whether or not such sale would constitute a Change of Control Transaction);

ix. the Company shall provide at any time notice to the Holder, including by way of public announcement, of the Company's intention to not honor requests for conversions of any Notes in accordance with the terms hereof; or

x. any monetary judgment, writ or similar final process shall be entered or filed against the Company, any subsidiary or any of their respective property or other assets for more than $250,000, and such judgment, writ or similar final process shall remain unvacated, unbonded or unstayed for a period of 45 calendar days.

b) Remedies Upon Event of Default. If any Event of Default occurs, the outstanding principal amount of this Note, plus accrued but unpaid interest, liquidated damages and other amounts owing in respect thereof through the date of acceleration, shall become, at the Holder's election, immediately due and payable in full. Commencing five (5) days after the occurrence of any Event of Default that results in the eventual acceleration of this Note, the interest rate on this Note shall accrue at an interest rate equal to the lesser of 18% per annum or the maximum rate permitted under applicable law. Upon the payment in full of this Note, the Holder shall promptly surrender this Note to or as directed by the Company. In connection with such acceleration described herein, the Holder need not provide, and the Company hereby waives, any presentment, demand, protest or other notice of any kind, and the Holder may immediately and without expiration of any grace period enforce any and all of its rights and remedies hereunder and all other remedies available to it under applicable law. Such acceleration may be rescinded and annulled by the Holder at any time prior to payment hereunder and the Holder shall have all rights as a holder of this Note until such time, if any, as the Holder receives full payment pursuant to this Section 7(b). No such rescission or annulment shall affect any subsequent Event of Default or impair any right consequent thereon.

Section 8. Miscellaneous.

a) Notices. Any and all notices or other communications or deliveries to be provided by the Holder hereunder, including, without limitation, any Notice of Conversion, shall be in writing and delivered personally, by facsimile, by email attachment, or sent by a nationally recognized overnight courier service, addressed to the Company, at the address set forth above, or such other facsimile number, email address, or address as the Company may specify for such purposes by notice to the Holder delivered in accordance with this Section 8(a). Any and all notices or other communications or deliveries to be provided by the Company hereunder shall be in writing and delivered personally, by facsimile, by email attachment, or sent by a nationally recognized overnight courier service addressed to the Holder at the facsimile number or email address or address of the Holder appearing on the books of the Company, or if no such facsimile number or email attachment or address appears on the books of the Company, at the principal place of business of such Holder, as set forth in the Purchase Agreement. Any notice or other communication or deliveries hereunder shall be deemed given and effective on the earliest of (i) the date of transmission, if such notice or communication is delivered via facsimile at the facsimile number or email attachment to the email address set forth on the signature pages attached hereto prior to 5:30 p.m. (New York City time) on any date, (ii) the next Trading Day after the date of transmission, if such notice or communication is delivered via facsimile at the facsimile number or email attachment to the email address set forth on the signature pages attached hereto on a day that is not a Trading Day or later than 5:30 p.m. (New York City time) on any Trading Day, (iii) the second Trading Day following the date of mailing, if sent by U.S. nationally recognized overnight courier service, or (iv) upon actual receipt by the party to whom such notice is required to be given.

b) Absolute Obligation. Except as expressly provided herein, no provision of this Note shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of, liquidated damages and accrued interest, as applicable, on this Note at the time, place, and rate, and in the coin or currency, herein prescribed. This Note is a direct debt obligation of the Company. This Note ranks pari passu with all other Notes now or hereafter issued under the terms set forth herein.

c) Lost or Mutilated Note. If this Note shall be mutilated, lost, stolen or destroyed, the Company shall execute and deliver, in exchange and substitution for and upon cancellation of a mutilated Note, or in lieu of or in substitution for a lost, stolen or destroyed Note, a new Note for the principal amount of this Note so mutilated, lost, stolen or destroyed, but only upon receipt of evidence of such loss, theft or destruction of such Note, and of the ownership hereof, reasonably satisfactory to the Company.

d) Governing Law. All questions concerning the construction, validity, enforcement and interpretation of this Note shall be governed by and construed and enforced in accordance with the internal laws of the State of New York, without regard to the principles of conflict of laws thereof. Each party agrees that all legal proceedings concerning the interpretation, enforcement and defense of the transactions contemplated by any of the Transaction Documents (whether brought against a party hereto or its respective Affiliates, directors, officers, shareholders, employees or agents) shall be commenced in the state and federal courts sitting in the City of New York, Borough of Manhattan (the "New York Courts"). Each party hereto hereby irrevocably submits to the exclusive jurisdiction of the New York Courts for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein (including with respect to the enforcement of any of the Transaction Documents), and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of such New York Courts, or such New York Courts are improper or inconvenient venue for such proceeding. Each party hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding 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 this Note 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 applicable law. Each party hereto hereby irrevocably waives, to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Note or the transactions contemplated hereby. If either party shall commence an action or proceeding to enforce any provisions of this Note, then the prevailing party in such action or proceeding shall be reimbursed by the other party for its attorney's fees and other costs and expenses incurred in the investigation, preparation and prosecution of such action or proceeding.

e) Waiver. Any waiver by the Company or the Holder of a breach of any provision of this Note shall not operate as or be construed to be a waiver of any other breach of such provision or of any breach of any other provision of this Note. The failure of the Company or the Holder to insist upon strict adherence to any term of this Note on one or more occasions shall not be considered a waiver or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Note. Any waiver by the Company or the Holder must be in writing.

f) Severability. If any provision of this Note is invalid, illegal or unenforceable, the balance of this Note shall remain in effect, and if any provision is inapplicable to any Person or circumstance, it shall nevertheless remain applicable to all other Persons and circumstances. If it shall be found that any interest or other amount deemed interest due hereunder violates the applicable law governing usury, the applicable rate of interest due hereunder shall automatically be lowered to equal the maximum rate of interest permitted under applicable law. The Company covenants (to the extent that it may lawfully do so) that it shall not at any time insist upon, plead, or in any manner whatsoever claim or take the benefit or advantage of, any stay, extension or usury law or other law which would prohibit or forgive the Company from paying all or any portion of the principal of or interest on this Note as contemplated herein, wherever enacted, now or at any time hereafter in force, or which may affect the covenants or the performance of this indenture, and the Company (to the extent it may lawfully do so) hereby expressly waives all benefits or advantage of any such law, and covenants that it will not, by resort to any such law, hinder, delay or impede the execution of any power herein granted to the Holder, but will suffer and permit the execution of every such as though no such law has been enacted.

g) Next Business Day. Whenever any payment or other obligation hereunder shall be due on a day other than a Business Day, such payment shall be made on the next succeeding Business Day.

h) Headings. The headings contained herein are for convenience only, do not constitute a part of this Note and shall not be deemed to limit or affect any of the provisions hereof.

i) Remedies, Characterizations, Other Obligations, Breaches and Injunctive Relief. The remedies provided in this Note shall be cumulative and in addition to all other remedies available under this Note and any of the other Transaction Documents at law or in equity (including a decree of specific performance and/or other injunctive relief), and nothing herein shall limit the Holder's right to pursue actual damages for any failure by the Company to comply with the terms of this Note. The Company covenants to the Holder that there shall be no characterization concerning this instrument other than as expressly provided herein. Amounts set forth or provided for herein with respect to payments, conversion and the like (and the computation thereof) shall be the amounts to be received by the Holder and shall not, except as expressly provided herein, be subject to any other obligation of the Company (or the performance thereof). The Company acknowledges that a breach by it of its obligations hereunder may cause irreparable harm to the Holder and that the remedy at law for any such breach may be inadequate. The Company therefore agrees that, in the event of any such breach or threatened breach, the Holder shall be entitled, in addition to all other available remedies, to seek an injunction restraining any such breach or any such threatened breach, without the necessity of showing economic loss and without any bond or other security being required. The Company shall provide all information and documentation to the Holder that is requested by the Holder to enable the Holder to confirm the Company's compliance with the terms and conditions of this Note

IN WITNESS WHEREOF, the Company has caused this Note to be duly executed by its duly authorized officer as of the date first above indicated.

MEDOVEX CORP.

By: _____
Name: William E. Horne
Title: Chief Executive Officer

ANNEX A
NOTICE OF CONVERSION

The undersigned hereby elects to convert principal and interest under the 12% Convertible Note due _____, 201__ of Medovex Corp., a Nevada corporation (the "Company"), into shares of common stock (the "Common Stock"), of the Company according to the conditions hereof, as of the date written below. If shares of Common Stock are to be issued in the name of a person other than the undersigned, the undersigned will pay all transfer taxes payable with respect thereto and is delivering herewith such certificates and opinions as reasonably requested by the Company in accordance therewith. No fee will be charged to the holder for any conversion, except for such transfer taxes, if any.

By the delivery of this Notice of Conversion the undersigned represents and warrants to the Company that its ownership of the Common Stock does not exceed the amounts specified under Section 4 of the Note, as determined in accordance with Section 13(d) of the Exchange Act.

The undersigned agrees to comply with the prospectus delivery requirements under the applicable securities laws in connection with any transfer of the aforesaid shares of Common Stock.

Conversion calculations:

Date to Effect Conversion: _____

Principal and Interest to be Converted: _____

Number of shares of Common Stock to be issued: _____

Signature: _____

Name: _____
Address for Delivery of Common Stock Certificates:
_____
_____

: Or

DWAC Instructions:

Broker No: _____
Account No: _____

Schedule 1

CONVERSION SCHEDULE

The 12% Convertible Note due _____, 201__ in the original principal amount of $_____ is issued by Medovex Corp., a Nevada corporation. This Conversion Schedule reflects conversions made under Section 4 of the above referenced Note.

Dated:_____

Date of Conversion (or for first entry, Original Issue Date)	Amount of Conversion	Aggregate Principal Amount Remaining Subsequent to Conversion (or original Principal Amount)	Company Attest

Exhibit C

THIS SECURITY HAS NOT 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. THIS SECURITY MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT WITH A REGISTERED BROKER-DEALER OR OTHER LOAN WITH A FINANCIAL INSTITUTION THAT IS AN "ACCREDITED INVESTOR" AS DEFINED IN RULE 501(a) UNDER THE SECURITIES ACT OR OTHER LOAN SECURED BY SUCH SECURITIES.

THE TRANSFER OF THIS WARRANT IS RESTRICTED AS DESCRIBED HEREIN.

Medovex Corp.

Warrant for the Purchase of Shares of Common Stock, par value $0.001 per Share

No. **[●]** **[●]** Shares

THIS CERTIFIES that, for value received, **[●]**, whose address is **[●]** (the "Holder"), is entitled to subscribe for and purchase from Medovex Corp., a Nevada corporation (the "Company"), upon the terms and conditions set forth herein, **[●]**[1] shares of the Company's Common Stock, par value $0.001 per Share ("Common Stock"), at a price of $**0.75** per share (the "Exercise Price"). As used herein the term "this Warrant" shall mean and include this Warrant and any Common Stock or warrants hereafter issued as a consequence of the exercise or transfer of this Warrant in whole or in part. This Warrant was issued to the Holder in connection with the transactions contemplated by that certain Securities Purchase Agreement (the "Purchase Agreement"), dated **[●]**, 2018, among the Company and the Purchasers signatory thereto. Capitalized terms used in this Warrant but not defined herein shall have the meanings ascribed to such terms in the Purchase Agreement.

The number of shares of Common Stock issuable upon exercise of this Warrant (the "Warrant Shares") and the Exercise Price may be adjusted from time to time as hereinafter set forth.

[1] Equals the number of shares of Common Stock into which the Holder's Note is convertible as of the closing date (i.e., 100% "warrant coverage").

1. Exercise Period. Subject to the terms and conditions set forth herein, this Warrant may be exercised at any time or from time to time during the period commencing at 10:00 a.m. (New York City time) on the day immediately following the date that Stockholder Approval is obtained, and ending at 5:00 p.m. (New York City time) on the third (3rd) anniversary thereof (the "Exercise Period").

2. Procedure for Exercise; Effect of Exercise.

(a) Cash Exercise. This Warrant may be exercised, in whole or in part, by the Holder during normal business hours on any business day during the Exercise Period by (i) the presentation and surrender of this Warrant to the Company at its principal office along with a duly executed Notice of Exercise (in the form attached hereto) specifying the number of Warrant Shares to be purchased, and (ii) delivery of payment to the Company of the Exercise Price for the number of Warrant Shares specified in the Notice of Exercise by cash, wire transfer of immediately available funds to a bank account specified by the Company, or by certified or bank cashier's check.

(b) Cashless Exercise. This Warrant may also be exercised by the Holder through a cashless exercise, as described in this Section 2(b). In such case, this Warrant may be exercised, in whole or in part, by the Holder during normal business hours on any business day during the Exercise Period by the presentation and surrender of this Warrant to the Company at its principal office along with a duly executed Notice of Exercise specifying the number of Warrant Shares to be applied to such exercise. The number of shares of Common Stock to be issued upon exercise of this Warrant pursuant to this Section 2(b) shall equal the value of this Warrant (or the portion thereof being canceled) computed as of the date of delivery of this Warrant to the Company using the following formula:

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

Where:

X = the number of shares of Common Stock to be issued to Holder under this Section 2(b);
Y = the number of Warrant Shares identified in the Notice of Exercise as being applied to the subject exercise;
A = the Current Market Price on such date; and
B = the Exercise Price on such date.

For purposes of this Section 2(b), Current Market Price shall have the definition provided in Section 6(g).

The Company acknowledges and agrees that this Warrant was issued on the date set forth at the end of this Warrant. Consequently, the Company acknowledges and agrees that, if the Holder conducts a cashless exercise pursuant to this Section 2(b), the period during which the Holder held this Warrant may, for purposes of Rule 144 promulgated under the Securities Act of 1933, as amended (the "Securities Act"), be "tacked" to the period during which the Holder holds the Warrant Shares received upon such cashless exercise.

Notwithstanding the foregoing, the Holder may conduct a cashless exercise pursuant to this Section 2(b) only after the six (6) month anniversary of the initial issuance date of this Warrant.

(c) Effect of Exercise. Upon receipt by the Company of this Warrant and a Notice of Exercise, together with proper payment of the Exercise Price, as provided in this Section 2, the Company agrees that such Warrant Shares shall be deemed to be issued to the Holder as the record holder of such Warrant Shares as of the close of business on the date on which this Warrant has been surrendered and payment has been made for such Warrant Shares in accordance with this Warrant and the Holder shall be deemed to be the holder of record of the Warrant Shares, notwithstanding that the stock transfer books of the Company shall then be closed or that certificates representing such Warrant Shares shall not then be actually delivered to the Holder. A stock certificate or certificates for the Warrant Shares specified in the Notice of Exercise shall be delivered to the Holder as promptly as practicable, and in any event within seven (7) business days, thereafter. The stock certificate(s) so delivered shall be in any such denominations as may be reasonably specified by the Holder in the Notice of Exercise. If this Warrant should be exercised in part only, the Company shall, upon surrender of this Warrant for cancellation, execute and deliver a new Warrant evidencing the right of the Holder to purchase the balance of the Warrant Shares subject to purchase hereunder.

3. Registration of Warrants; Transfer of Warrants . Any Warrants issued upon the transfer or exercise in part of this Warrant shall be numbered and shall be registered in a Warrant Register as they are issued. The Company shall be entitled to treat the registered holder of any Warrant on the Warrant Register as the owner in fact thereof for all purposes and shall not be bound to recognize any equitable or other claim to or interest in such Warrant on the part of any other person, and shall not be liable for any registration or transfer of Warrants which are registered or to be registered in the name of a fiduciary or the nominee of a fiduciary unless made with the actual knowledge that a fiduciary or nominee is committing a breach of trust in requesting such registration or transfer, or with the knowledge of such facts that its participation therein amounts to bad faith. This Warrant shall be transferable only on the books of the Company upon delivery thereof duly endorsed by the Holder or by its duly authorized attorney or representative, or accompanied by proper evidence of succession, assignment, or authority to transfer. In all cases of transfer by an attorney, executor, administrator, guardian, or other legal representative, duly authenticated evidence of his or its authority shall be produced. Upon any registration of transfer, the Company shall deliver a new Warrant or Warrants to the person entitled thereto. This Warrant may be exchanged, at the option of the Holder thereof, for another Warrant, or other Warrants of different denominations, of like tenor and representing in the aggregate the right to purchase a like number of Warrant Shares, upon surrender to the Company or its duly authorized agent.

4. Restrictions on Transfer. (a) The Holder, as of the date of issuance hereof, represents to the Company that such Holder is acquiring the Warrants for its own account for investment purposes and not with a view to the distribution thereof or of the Warrant Shares. Notwithstanding any provisions contained in this Warrant to the contrary, this Warrant and the related Warrant Shares shall not be transferable except pursuant to the proviso contained in the following sentence or upon the conditions specified in this Section 4, which conditions are intended, among other things, to insure compliance with the provisions of the Securities Act and applicable state law in respect of the transfer of this Warrant or such Warrant Shares. The Holder by acceptance of this Warrant agrees that the Holder will not transfer this Warrant or the related Warrant Shares prior to delivery to the Company of an opinion of the Holder's counsel (as such opinion and such counsel are described in Section 4(b) hereof) or until registration of such Warrant Shares under the Securities Act has become effective or after a sale of such Warrant or Warrant Shares has been consummated pursuant to Rule 144 or Rule 144A under the Securities Act; *provided, however*, that the Holder may freely transfer this Warrant or such Warrant Shares (without delivery to the Company of an opinion of counsel) (i) to one of its nominees, affiliates or a nominee thereof, (ii) to a pension or profit-sharing fund established and maintained for its employees or for the employees of any affiliate, (iii) from a nominee to any of the aforementioned persons as beneficial owner of this Warrant or such Warrant Shares, (iv) to a qualified institutional buyer, so long as such transfer is effected in compliance with Rule 144A under the Securities Act, or (v) to an accredited investor (as such term is defined in Regulation D under the Securities Act).

(b) The Holder, by its acceptance hereof, agrees that prior to any transfer of this Warrant or of the related Warrant Shares (other than as permitted by Section 4(a) hereof or pursuant to a registration under the Securities Act), the Holder will give written notice to the Company of its intention to effect such transfer, together with an opinion of such counsel for the Holder as shall be reasonably acceptable to the Company, to the effect that the proposed transfer of this Warrant and/or such Warrant Shares may be effected without registration under the Securities Act. Upon delivery of such notice and opinion to the Company, the Holder shall be entitled to transfer this Warrant and/or such Warrant Shares in accordance with the intended method of disposition specified in the notice to the Company.

(c) Each stock certificate representing Warrant Shares issued upon exercise or exchange of this Warrant shall bear the following legend unless the opinion of counsel referred to in Section 4(b) states such legend is not required:

> "THIS SECURITY HAS NOT 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. THIS SECURITY MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT WITH A REGISTERED BROKER-DEALER OR OTHER LOAN WITH A FINANCIAL INSTITUTION THAT IS AN "ACCREDITED INVESTOR" AS DEFINED IN RULE 501(a) UNDER THE SECURITIES ACT OR OTHER LOAN SECURED BY SUCH SECURITIES."

The Holder understands that the Company may place, and may instruct any transfer agent or depository for the Warrant Shares to place, a stop transfer notation in the securities records in respect of the Warrant Shares.

5. Reservation of Shares. The Company shall at all times during the Exercise Period reserve and keep available out of its authorized and unissued Common Stock, solely for the purpose of providing for the exercise of the rights to purchase all Warrant Shares granted pursuant to the Warrants, such number of shares of Common Stock as shall, from time to time, be sufficient therefor. The Company covenants that all shares of Common Stock issuable upon exercise of this Warrant, upon receipt by the Company of the full Exercise Price therefor, and all shares of Common Stock issuable upon conversion of this Warrant, shall be validly issued, fully paid, non-assessable, and free of preemptive rights, and free from all taxes, claims, liens, charges and other encumbrances.

6. Exercise Price Adjustments. The Exercise Price shall be subject to adjustment from time to time as follows:

(a) (i) In the event that the Company shall (A) pay a dividend or make a distribution to all its stockholders, in shares of Common Stock, on any class of capital stock of the Company or any subsidiary which is not directly or indirectly wholly owned by the Company, (B) split or subdivide its outstanding Common Stock into a greater number of shares, or (C) combine its outstanding Common Stock into a smaller number of shares, then in each such case the Exercise Price in effect immediately prior thereto shall be adjusted so that the Holder of a Warrant thereafter surrendered for Exercise shall be entitled to receive the number of shares of Common Stock that such Holder would have owned or have been entitled to receive after the occurrence of any of the events described above had such Warrant been exercised immediately prior to the occurrence of such event. An adjustment made pursuant to this Section 6(a)(i) shall become effective immediately after the close of business on the record date in the case of a dividend or distribution (except as provided in Section 6(e) below) and shall become effective immediately after the close of business on the effective date in the case of such subdivision, split or combination, as the case may be. Any shares of Common Stock issuable in payment of a dividend shall be deemed to have been issued immediately prior to the close of business on the record date for such dividend for purposes of calculating the number of outstanding shares of Common Stock under clauses (ii) and (iii) below.

(ii) In the event that the Company shall commit to hereafter issue or distribute Common Stock or Common Stock Equivalents (other than in an Exempt Issuance) ("New Securities"), in any such case at a price per share less than the Current Market Price per share on the earliest of (A) the date the Company shall enter into a firm contract for such issuance or distribution, (B) the record date for the determination of stockholders entitled to receive any such New Securities, if applicable, or (C) the date of actual issuance or distribution of any such New Securities (provided that the issuance of Common Stock upon the exercise of New Securities that are rights, warrants, options or convertible or exchangeable securities ("New Derivative Securities") will not cause an adjustment in the Exercise Price if no such adjustment would have been required at the time such New Derivative Security was issued), then the Exercise Price in effect immediately prior to such earliest date shall be adjusted so that the Exercise Price shall equal the price determined by multiplying the Exercise Price in effect immediately prior to such earliest date by the fraction:

(x) whose numerator shall be (I) the number of shares of Common Stock outstanding on such date *plus* (II) the number of shares of Common Stock which the aggregate offering price of the total number of New Securities so offered would have purchased at such Current Market Price (such amount, with respect to any New Derivative Securities, determined by multiplying the total number of shares of Common Stock subject thereto by the exercise price of such New Derivative Securities, and dividing the product so obtained by such Current Market Price), and

(y) whose denominator shall be (I) the number of shares of Common Stock outstanding on such date *plus* (II) the number of additional shares of Common Stock to be issued or distributed or receivable upon exercise of any such New Derivative Security.

Such adjustment shall be made successively whenever any such New Securities are issued. In determining whether any New Derivative Securities entitle the holders to subscribe for or purchase shares of Common Stock at less than such Current Market Price, and in determining the aggregate offering price of shares of Common Stock so issued, there shall be taken into account any consideration received by the Company for such Common Stock or New Derivative Securities, the value of such consideration, if other than cash, to be determined by the Board of Directors, whose determination shall be conclusive and described in a certificate filed with the records of corporate proceedings of the Company. If any New Derivative Security to purchase or acquire Common Stock, the issuance of which resulted in an adjustment in the Exercise Price pursuant to this subsection (ii) shall expire and shall not have been exercised, the Exercise Price shall immediately upon such expiration be recomputed to the Exercise Price which would have been in effect had the adjustment of the Exercise Price made upon the issuance of such New Derivative Security been made on the basis of offering for subscription, purchase or issuance, as the case may be, only of that number of shares of Common Stock actually purchased or issued upon the actual exercise of such New Derivative Security.

(iii) No adjustment in the Exercise Price shall be required unless the adjustment would require an increase or decrease of at least 1% in the Exercise Price then in effect; *provided, however,* that any adjustments that by reason of this Section 6(a) are not required to be made shall be carried forward and taken into account in any subsequent adjustment. All calculations under this Section 6(a) shall be made to the nearest cent or nearest 1/100th of a share.

(iv) The Company from time to time may reduce the Exercise Price by any amount for any period of time in the discretion of the Board of Directors. A voluntary reduction of the Exercise Price does not change or adjust the Exercise Price otherwise in effect for purposes of this Section 6(a).

(v) In the event that, at any time as a result of an adjustment made pursuant to Sections 6(a)(i) through 6(a)(iii) above, the Holder of any Warrant thereafter surrendered for exercise shall become entitled to receive any shares of the Company other than shares of the Common Stock, thereafter the number of such other shares so receivable upon exercise of any such Warrant shall be subject to adjustment from time to time in a manner and on terms as nearly equivalent as practicable to the provisions with respect to the Common Stock contained in Sections 6(a)(i) through 6(a)(iv) above, and the other provisions of this Section 6(a) with respect to the Common Stock shall apply on like terms to any such other shares.

(b) In case of any reclassification of the Common Stock (other than in a transaction to which Section 6(a)(i) applies), any consolidation of the Company with, or merger of the Company into, any other entity, any merger of another entity into the Company (other than a merger that does not result in any reclassification, conversion, exchange or cancellation of outstanding shares of Common Stock of the Company), any sale or transfer of all or substantially all of the assets of the Company or any compulsory share exchange, pursuant to which share exchange the Common Stock is converted into other securities, cash or other property, then lawful provision shall be made as part of the terms of such transaction whereby the Holder of a Warrant then outstanding shall have the right thereafter, during the period such Warrant shall be exercisable, to exercise such Warrant only for the kind and amount of securities, cash and other property receivable upon the reclassification, consolidation, merger, sale, transfer or share exchange by a holder of the number of shares of Common Stock of the Company into which a Warrant might have been able to exercise for immediately prior to the reclassification, consolidation, merger, sale, transfer or share exchange assuming that such holder of Common Stock failed to exercise rights of election, if any, as to the kind or amount of securities, cash or other property receivable upon consummation of such transaction subject to adjustment as provided in Section 6(a) above following the date of consummation of such transaction. The provisions of this Section 6(b) shall similarly apply to successive reclassifications, consolidations, mergers, sales, transfers or share exchanges.

(c) If:

(i) the Company shall take any action which would require an adjustment in the Exercise Price pursuant to Section 6(a); or

(ii) the Company shall authorize the granting to the holders of its Common Stock generally of rights, warrants or options to subscribe for or purchase any shares of any class or any other rights, warrants or options; or

(iii) there shall be any reclassification or change of the Common Stock (other than a subdivision or combination of its outstanding Common Stock or a change in par value) or any consolidation, merger or statutory share exchange to which the Company is a party and for which approval of any stockholders of the Company is required, or the sale or transfer of all or substantially all of the assets of the Company; or

(iv) there shall be a voluntary or involuntary dissolution, liquidation or winding up of the Company;

then, in each such case, the Company shall cause to be filed with the transfer agent for the Warrants and shall cause to be mailed to each Holder at such Holder's address as shown on the books of the transfer agent for the Warrants, as promptly as possible, but at least 30 days prior to the applicable date hereinafter specified, a notice stating (A) the date on which a record is to be taken for the purpose of such dividend, distribution or granting of rights, warrants or options, or, if a record is not to be taken, the date as of which the holders of Common Stock of record to be entitled to such dividend, distribution or rights, warrants or options are to be determined, or (B) the date on which such reclassification, change, consolidation, merger, statutory share exchange, sale, transfer, dissolution, liquidation or winding-up is expected to become effective or occur, and the date as of which it is expected that holders of Common Stock of record shall be entitled to exchange their shares of Common Stock for securities or other property deliverable upon such reclassification, change, consolidation, merger, statutory share exchange, sale, transfer, dissolution, liquidation or winding up. Failure to give such notice or any defect therein shall not affect the legality or validity of the proceedings described in this Section 6(c).

(d) Whenever the Exercise Price is adjusted as herein provided, the Company shall promptly file with the transfer agent for the Warrants a certificate of an officer of the Company setting forth the Exercise Price after the adjustment and setting forth a brief statement of the facts requiring such adjustment and a computation thereof. The Company shall promptly cause a notice of the adjusted Exercise Price to be mailed to each Holder.

(e) In any case in which Section 6(a) provides that an adjustment shall become effective immediately after a record date for an event and the date fixed for such adjustment pursuant to Section 6(a) occurs after such record date but before the occurrence of such event, the Company may defer until the actual occurrence of such event (i) issuing to the Holder of any Warrants exercised after such record date and before the occurrence of such event the additional shares of Common Stock issuable upon such conversion by reason of the adjustment required by such event over and above the Common Stock issuable upon such exercise before giving effect to such adjustment, and (ii) paying to such holder any amount in cash in lieu of any fraction pursuant to Section 6(h).

(f) In case the Company shall take any action affecting the Common Stock, other than actions described in this Section 6, which in the opinion of the Board of Directors would materially adversely affect the exercise right of the Holders, the Exercise Price may be adjusted, to the extent permitted by law, in such manner, if any, and at such time, as the Board of Directors may determine to be equitable in the circumstances; *provided, however,* that in no event shall the Board of Directors be required to take any such action.

(g) For the purpose of any computation under Section 2(b) or this Section 6, the "Current Market Price" per share of Common Stock shall mean the VWAP of the Common Stock on the day in question.

(h) The Company shall not be required to issue fractions of shares of Common Stock or other capital stock of the Company upon the exercise of this Warrant. If any fraction of a share would be issuable on the exercise of this Warrant (or specified portions thereof), the Company shall purchase such fraction for an amount in cash equal to the same fraction of the Current Market Price of such share of Common Stock on the date of exercise of this Warrant.

7. Transfer Taxes. The issuance of any shares or other securities upon the exercise of this Warrant, and the delivery of certificates or other instruments representing such shares or other securities, shall be made without charge to the Holder for any tax or other charge in respect of such issuance. The Company shall not, however, be required to pay any tax which may be payable in respect of any transfer involved in the issue and delivery of any certificate in a name other than that of the Holder and the Company shall not be required to issue or deliver any such certificate unless and until the person or persons requesting the issue thereof shall have paid to the Company the amount of such tax or shall have established to the satisfaction of the Company that such tax has been paid.

8. Loss or Mutilation of Warrant. Upon receipt of evidence reasonably satisfactory to the Company of the loss, theft, destruction, or mutilation of any Warrant (and upon surrender of any Warrant if mutilated), and upon reimbursement of the Company's reasonable incidental expenses, the Company shall execute and deliver to the Holder thereof a new Warrant of like date, tenor, and denomination.

9. No Rights as a Stockholder. The Holder of any Warrant shall not have, solely on account of such status, any rights of a stockholder of the Company, either at law or in equity, or to any notice of meetings of stockholders or of any other proceedings of the Company, except as provided in this Warrant.

10. Governing Law. All questions concerning the construction, validity, enforcement and interpretation of this Warrant shall be governed by and construed and enforced in accordance with the internal laws of the State of New York, without regard to the principles of conflicts of law thereof.

* * *

Issuance date: [●], 201[●]

MEDOVEX CORP.

By: _____
William E. Horne,
Chief Executive Officer

FORM OF ASSIGNMENT

(To be executed by the registered holder if such holder desires to transfer the attached Warrant.)

FOR VALUE RECEIVED,_____hereby sells, assigns, and transfers unto _____ a Warrant to purchase _____ shares of Common Stock, par value $0.001 per share, of Medovex Corp., a Nevada corporation (the "Company"), together with all right, title, and interest therein, and does hereby irrevocably constitute and appoint_____ attorney to transfer such Warrant on the books of the Company, with full power of substitution.

Dated: _____

By: _____
Signature

The signature on the foregoing Assignment must correspond to the name as written upon the face of this Warrant in every particular, without alteration or enlargement or any change whatsoever.

To: Medovex Corp.
3060 Royal Boulevard S., Suite 150
Alpharetta, Georgia 30022
Attention: Chief Executive Officer

NOTICE OF EXERCISE

The undersigned hereby exercises his or its rights to purchase _____ Warrant Shares covered by the within Warrant and tenders payment herewith in the amount of $_____ by [tendering cash or delivering a certified check or bank cashier's check, payable to the order of the Company] [surrendering _____ shares of Common Stock received upon exercise of the attached Warrant, which shares have a Current Market Price equal to such payment] in accordance with the terms thereof, and requests that certificates for such securities be issued in the name of, and delivered to:

_____

_____

_____

(Print Name, Address and Social Security
or Tax Identification Number)

and, if such number of Warrant Shares shall not be all the Warrant Shares covered by the within Warrant, that a new Warrant for the balance of the Warrant Shares covered by the within Warrant be registered in the name of, and delivered to, the undersigned at the address stated below.

Dated: _____

By: _____
Print Name

_____
Signature

Address:

_____

_____

_____

_____

VOTING AGREEMENT

This Voting Agreement (this "**Agreement**") is made as of January 8, 2019 (the "**Effective Date**"), by and among RMS Shareholder, LLC, a Delaware limited liability company ("**RMS Shareholder**"), Medovex Corp., a Nevada corporation (the "**Company**"), and the holders of the Company's Common Stock listed on the Schedule of Stockholders attached as Exhibit A.

RECITALS

WHEREAS, RMS Stockholder and the Company, among others, are parties to that certain Asset Purchase Agreement dated October 15, 2018 (as amended, the "**Purchase Agreement**");

WHEREAS, the Purchase Agreement provides that as of the Closing Date, RMS Shareholder and the holders of at least 30% of the Common Stock (collectively with RMS Shareholder, the "**Stockholders**" and individually, a "**Stockholder**") will enter into this Agreement, agreeing to vote in favor of (a) the authorization of additional shares of Common Stock of no less than the amount needed for Medovex to issue Common Stock upon the conversion of all outstanding securities convertible into Common Stock, including, without limitation, the Series C Preferred Stock, and (b) the directors for Medovex in accordance with Section 6.11 of the Purchase Agreement;

WHEREAS, Section 6.11 of the Purchase Agreement provides that, on the Closing Date, the Board of Directors of Company will consist of Michael Yurkowsy, Raymond Monteleone, and William Horne; and

WHEREAS, the Stockholders and the Company agree that this Agreement shall govern the terms and conditions pursuant to which the Stockholders will vote their shares of the Company's Common Stock, Series B Preferred Stock, and Series C Preferred Stock (collectively, "**Voting Shares**") in the manner provided for in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained in this Agreement, and intending to be legally bound, the parties agree as follows:

1. Definitions. If a term is capitalized in this Agreement but not defined, then it has the meaning given to it in the Purchase Agreement.

2. Obligations to Vote Voting Shares . Each Stockholder agrees to vote, or cause to be voted, all Voting Shares owned by such Stockholder, or over which such Stockholder has voting control, from time to time and at all times, in whatever manner as shall be necessary to:

(a) reduce the size of the Board to three (3) directors;

(b) elect as directors, three (3) members of the Board, who shall be Michael Yurkowsy, Raymond Monteleone and William Horne; and

(c) increase the number of authorized shares of Common Stock to ensure that there will be sufficient shares of Common Stock available for conversion of all of the shares of Preferred Stock, including the Exchange Shares, outstanding as of the date of this Agreement.

3. Term. This Agreement shall commence on the Effective Date, and shall terminate automatically without the need for further act or documentation, on the date following the date that both (a) the requirements set forth in Section 2(c) are satisfied, and (b) all of the Exchange Shares are converted into shares of Common Stock.

4. Miscellaneous.

4.1 Successors and Assigns. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

4.2 Governing Law. This Agreement and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in all respects in accordance with laws of the State of Nevada without regard to its choice of laws principles.

4.3 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

4.4 Titles and Subtitles. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

4.5 Notices. All notices required or permitted hereunder shall be in writing and shall be deemed effectively given: (a) upon personal delivery to the party to be notified; (b) when sent by confirmed electronic mail or confirmed facsimile if sent during normal business hours of the recipient, if not, then on the next business day; (c) five (5) business days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (d) one (1) business day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications to the Company shall be sent to the attention of the Chief Executive Officer or Chief Financial Officer of the Company at 3060 Royal Blvd South, Suite 150, Alpharetta, GA 30022, or at such other current address as the Company shall have furnished to the shareholders, with a copy (which shall not constitute notice) to Arthur Marcus, Sichenzia Ross Ference LLP, 1185 Avenue of the Americas, 37th Floor, New York, NY, 10036. All communications to the Stockholders shall be sent to each Stockholder's address as set forth beneath its signature or its name on Exhibit A, as applicable, or at such other address as the relevant recipient may designate pursuant to the provisions of this Section 4.6.

4.6 Amendments and Waivers. Any term of this Agreement may be amended and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively), only with the written consent of the holders of at least a majority of the then-outstanding Voting Shares held by the Stockholders.

4.7 Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect, such provision will be enforced to the maximum extent possible and such invalidity, illegality or unenforceability will not affect any other provision of this Agreement. In such event, the parties shall negotiate, in good faith, a legal, valid and enforceable substitute provision which most nearly effects the intent of the parties in entering into this Agreement.

4.8 Entire Agreement. This Agreement (including all schedules and exhibits attached hereto, if any) constitutes the full and entire understanding and agreement among the parties with respect to the subject matter hereof and supersedes all other agreements of the parties to the extent such agreements relate to the subject matter hereof.

4.9 Electronic and Facsimile Signatures. Any signature page delivered electronically or by facsimile (including without limitation transmission by .pdf or other fixed image form) shall be binding to the same extent as an original signature page.

[SIGNATURES FOLLOW ON THE NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

COMPANY:

MEDOVEX CORP.,
a Nevada Corporation

By: _____
Name: Charles Farrahar
Title: Chief Financial Officer

Address:

_____

_____

[COMPANY SIGNATURE PAGE TO VOTING AGREEMENT]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

RMS SHAREHOLDER:

RMS SHAREHOLDER, LLC,
a Delaware limited liability company

By: _____
Name: James St. Louis
Title: CEO and Manager

Address:

_____

_____

[RMS SHAREHOLDER SIGNATURE PAGE TO VOTING AGREEMENT]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

ADDITIONAL STOCKHOLDERS:

_____
Name of Key Holder (if an entity)

By: _____
Sign your name

Name: _____
Print your name

Title: _____
If an entity, please provide your title with the entity.

Address:

_____

_____

Phone: _____

Fax: _____

Email: _____

EXHIBIT A

STOCKHOLDERS

_____
_____
_____
_____
_____

EXECUTION VERSION

AMENDMENT TO
ASSET PURCHASE AGREEMENT

This Amendment to Asset Purchase Agreement (this "**Amendment**"), dated as of January 8, 2019, is entered into by and among Regenerative Medicine Solutions LLC, a Delaware limited liability company ("**RMS**"), RMS Shareholder, LLC, a Delaware limited liability company and the sole member of RMS ("**RMS Shareholder**"), Lung Institute LLC, a Delaware limited liability company ("**Lung Institute**"), RMS Lung Institute Management LLC, a Delaware limited liability company ("**RMS Management**"), Cognitive Health Institute Tampa, LLC, a Delaware limited liability company ("**CHIT**" and, together with Lung Institute and RMS Management, the "**Operating Subsidiaries**"), Medovex Corp., a Nevada corporation ("**Medovex**") and RMS Acquisition Corp., a Nevada corporation ("**Buyer**"). For purposes of this Agreement, "**Seller**" shall mean individually and collectively RMS and the Operating Subsidiaries, together with any other entity selling or assigning assets of the Seller Business pursuant to this Agreement. The Buyer, Seller, RMS Shareholder and Medovex are sometimes referred to collectively as the "**Parties**."

RECITALS

WHEREAS, the Parties previously entered into that certain Asset Purchase Agreement, dated October 15, 2018 (the "**Agreement**"); and

WHEREAS, the Parties desire to amend the Agreement as provided in this Amendment.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. Terms. If a term is capitalized in this Amendment but not defined, then it has the meaning given to it in the Agreement.

2. Amendments. The Agreement is amended as follows:

(a) The fourth paragraph of the recitals is deleted in its entirety and the following is substituted in its place:

"WHEREAS, Seller, Buyer, and Medovex intend that (i) the transaction contemplated by this Agreement be treated as a tax-deferred exchange pursuant to the provisions of Section 368(a)(1)(C) and 368(a)(2)(C) of the Internal Revenue Code of 1986, as amended (the "Code"), on the terms and conditions set forth in this Agreement, and (ii) that this Agreement constitute a "plan of reorganization" within the meaning of Treasury Regulation Section 1.368-2(g);"

(b) Schedule 2.01(b) is deleted in its entirety, and the Schedule 2.01(b) attached to this Amendment is substituted in its place.

(c) Section 2.01(j) is deleted in its entirety and the following is substituted in its place:

"(j) except as provided in Section 2.02(i), all insurance benefits, including rights and proceeds, arising from or relating to the Seller Business, the Purchased Assets or the Assumed Liabilities;"

(d) Section 2.03(a) is deleted in its entirety and the following is substituted in its place:

"(a) the trade accounts payable and credit card liabilities of Seller to third parties in connection with the Seller Business that remain unpaid and are not more than one hundred twenty days (120) past due as of the Closing Date and which are set forth on Schedule 2.03(a) attached hereto; and"

(e) Schedule 2.03(a) is deleted in its entirety, and the Schedule 2.03(a) attached to this Amendment is substituted in its place.

(f) Section 2.05(a), Section 2.05(a)(i), and Section 2.05(a)(i)(A) are deleted in their entirety and the following are substituted in their place:

"(a) Medovex will issue to RMS Shareholder and Buyer will deliver to Seller at the Closing that number of shares of Series C Preferred Stock (defined below, such Series C Preferred Stock, as adjusted pursuant to Section 2.05(f) being referred to as the "**Exchange Shares**") which shall represent the right to convert into and acquire without further consideration, the excess of:

(i) fifty-five percent (55%) of the outstanding Common Stock (defined below) of Medovex on the Closing Date (inclusive of all Exchange Shares):

(A) including for purposes of calculating the outstanding shares of Common Stock on the Closing Date (1) all shares of Common Stock that are reserved for issuance upon conversion of the outstanding Series A Preferred Stock, the Series B Preferred Stock, and the Series C Preferred Stock (other than the Exchange Shares), (2) all shares of Common Stock that are reserved for issuance upon conversion of the 12% Senior Secured Convertible Notes, and (3) all shares of Common Stock that are reserved for issuance upon conversion of the 12% Convertible Notes that will automatically convert on the Closing Date."

(g) Section 2.05(f)(iv) is deleted in its entirety and the following is substituted in its place:

"(iv) Notwithstanding the foregoing provisions of this Section 2.05(f), Seller shall not be entitled to receive, and Buyer shall not be obligated to issue to Seller, any Additional Exchange Shares following such time as an aggregate of five million six hundred fifty thousand dollars ($5,650,000) of New Securities and shares of capital stock sold pursuant to Section 7.03(d) (on a fully diluted basis) have been sold by Medovex or a Medovex Member and included in the calculation of Exchange Shares or Additional Exchange Shares. For purposes of clarity, it is the intent of Seller and Buyer that Seller's Exchange Shares shall not be diluted by the issuance and sale of New Securities, including shares of capital stock sold pursuant to Section 7.03(d) (calculated on a fully diluted basis), until five million six hundred fifty thousand dollars ($5,650,000) of New Securities and shares of capital stock sold pursuant to Section 7.03(d) have been sold by Medovex or a Medovex Member. Thereafter, Seller and the shareholders of Medovex shall dilute pro rata based upon their respective ownership percentages.

(h) Schedule 2.05 is deleted in its entirety, and the Schedule 2.05 attached to this Amendment is substituted in its place.

(i) Section 3.01 is deleted in its entirety and the following is substituted in its place:

"**Section 3.01 Closing**. Subject to the terms and conditions of this Agreement, the consummation of the transactions contemplated by this Agreement (the "**Closing**") shall take place at a location and time mutually agreed upon by Buyer and RMS on the second Business Day after all of the conditions to Closing set forth in ARTICLE VII are either satisfied or waived (other than conditions which, by their nature, are to be satisfied on the Closing Date). The date on which the Closing is to occur is herein referred to as the "**Closing Date**". The Closing shall be effective at 11:59 pm on the Closing Date."

(j) Section 3.02(b) is amended to add a new clause (vi) which shall read as follows:

"(vi) evidence that Medovex has appropriate policies of directors' and officers' liability insurance."

(k) Section 3.03 is deleted in its entirety and the following is substituted in its place:

"**Section 3.03 Liquidation.** Prior to but in conjunction with the Closing, RMS agrees to adopt a plan of liquidation and distribution that will be effectuated upon the complete resolution of the Tampa Litigation, and pursuant to which, prior to the resolution of the Tampa Litigation, the board of managers of RMS agrees (a) not to acquire any assets or undertake any operations or activities other than as necessitated by the Tampa Litigation, (b) to distribute to RMS Shareholder the Exchange Shares, and (c) to dissolve its corporate existence and liquidate its affairs as soon as practical following the resolution of the Tampa Litigation. RMS shall liquidate in accordance with the plan of liquidation and distribution to be adopted before the Closing Date by the board of directors of RMS (a copy of which shall be supplied to Buyer's counsel before the Closing Date)."

(l) Section 4.03, Section 4.07(a), Section 4.10(a), Section 4.14, and Section 4.18(a) of the Disclosure Schedules shall be replaced in their entirety with Section 4.03, Section 4.07(a), Section 4.10(a), Section 4.14, and Section 4.18(a) attached to this Amendment.

(m) Section 6.04(b)(i) is deleted in its entirety and the following is substituted in its place:

"(i) Until such time as all of the Additional Exchange Shares have been issued and delivered to RMS, Medovex may issue and sell only its Common Stock, warrants to acquire its Common Stock, Series C Preferred Stock, warrants to acquire its Series C Preferred Stock, or unsecured promissory notes that convert automatically into Common Stock upon the Closing (but not any other series of its capital stock, or any option, warrant, security, or other right to acquire or convertible into any other series of capital stock of Medovex); and"

(n) Section 6.05(b) is deleted in its entirety and the following substituted in its place:

"(b) Seller shall be solely responsible, and Buyer shall have no obligations whatsoever for, any compensation or other amounts payable to any current or former employee, officer, director, independent contractor or consultant of the Seller Business, including, without limitation, hourly pay, commission, bonus, salary, accrued vacation, fringe, pension or profit sharing benefits or severance pay for any period relating to the service with Seller at any time on or prior to the Closing Date and Seller shall pay all such amounts to all entitled persons on or prior to the Closing Date; provided, however, Buyer shall be responsible for any compensation or other amounts payable to any current or former employee, officer, director, independent contractor or consultant of the Seller Business, including, without limitation, hourly pay, commission, bonus, or salary, for the period of January 1, 2019 through the Closing Date, and Seller shall reimburse and indemnify Buyer for all such amounts."

(o) Section 6.11 is deleted in its entirety and the following is substituted in its place:

"**Section 6.11 Medovex Board of Directors.** Subject to the fiduciary duties of the Board of Directors of Medovex, Medovex shall take all necessary corporate action to cause the Board of Directors of Medovex to consist of Michael Yurkowsy, Raymond Monteleone and William Horne as of the Closing."

(p) Section 6.12 is deleted in its entirety and the following is substituted in its place:

"**Section 6.12 Management Employment Agreement**. After the Closing, subject to the approval of the Medovex Board of Directors appointed as provided in Section 6.11, Medovex shall enter into an employment agreement with James St. Louis in form and substance satisfactory to both Medovex and Mr. St. Louis (the "**Management Employment Agreement**")."

(q) Section 6.21 shall be added to Article VI and shall read as follows:

"**Section 6.21 Post-Closing Patient Treatment.** Medovex, Buyer and Seller acknowledge and agree that as of the Closing, Buyer will not have in effect a general and professional liability insurance policy that will cover certain patients that will be transferred from Seller or an Operating Subsidiary to Buyer. Accordingly, Medovex, Buyer and Seller agree that Seller and the Operating Subsidiaries may continue to treat such patients following the Closing until such time as Buyer obtains a general and professional liability insurance policy, but in no event for a period longer than ninety (90) days. All revenue generated by Seller or an Operating Subsidiary with respect to such patients shall be paid to Buyer to reimburse it for its general, administrative, and employment-related expenses. To the extent this provision is inconsistent with any other provision in this Agreement, the terms of this provision shall control."

(r) Sections 7.03(d) is deleted in its entirety and the following is substituted in its place:

"(d) As of the Closing, Medovex shall have $1,000,000 of cash on its balance sheet (which amount shall include the $350,000 payable to Seller, and all of which shall be treated as a credit against the $5,650,000 referenced in Section 2.05(f)(iv))."

(s) Section 7.03(e) is deleted in its entirety and the following substituted in its place:

"(e) Intentionally Deleted."

(t) Section 7.03(h) is deleted in its entirety and the following substituted in its place:

"(h) Medovex shall have reduced the number of its Board of Directors to no more than three members."

(u) The acknowledgment attached to this Amendment shall be signed by the Restricted Persons and added to the Agreement following the last signature page.

3. Effect; Ratification. The Agreement is amended only as set forth in this Amendment, but the Agreement shall be construed in a manner consistent with this Amendment. Except as expressly amended by this Amendment, the Agreement remains unchanged and in full force and effect.

4. Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed an original and all of such counterparts shall constitute one and the same instrument. Facsimile and electronic signatures shall be accepted as if original.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Amendment as of this 4th day of January, 2019, to be effective as of the date first above written.

Regenerative Medicine Solutions, LLC

By: */s/ James St. Louis*
Name: James St. Louis
Title: CEO and Manager

RMS Shareholder, LLC

By: */s/ James St. Louis*
Name: James St. Louis
Title: CEO and Manager

Lung Institute LLC

By: */s/ James St. Louis*
Name: James St. Louis
Title: CEO and Manager

RMS Lung Institute Management LLC

By: */s/ James St. Louis*
Name: James St. Louis
Title: CEO and Manager

Cognitive Health Institute Tampa, LLC

By: */s/ James St. Louis*
Name: James St. Louis
Title: CEO and Manager

Medovex Corp.

By: */s/ Charles Farrahar*
Name: Charles Farrahar
Title: Chief Financial Officer

RMS Acquisition Corp.

By: */s/ Charles Farrahar*
Name: Charles Farrahar
Title: Chief Executive Officer

Schedule 2.01(b)

Assigned Contracts

Amended and Restated Management Services Agreement by and between Lung Institute Dallas, PLLC, a Texas professional limited liability company (Medical Group) and RMS Dallas, LLC, a Delaware limited liability company (Manager) dated January 1, 2017.

Amended and Restated Management Services Agreement by and between Lung Institute Pittsburgh, PLLC, a Pennsylvania professional limited liability company (Medical Group) and RMS Pittsburgh, LLC, a Delaware limited liability company (Manager).

Management Services Agreement by and between Lung Institute of Nashville, PLLC, a Tennessee professional limited liability company and RMS Nashville, LLC dated October 2, 2014.

Management Services Agreement by and between Lung Institute Scottsdale LLC and RMS Scottsdale, LLC dated January 9, 2015.

Lung Health Institute Marketing Contract by and between Burg & Co. Marketing and Lung Health Institute dated March 28, 2017. In effect until December 31, 2018.

Master Services Agreement between Lung Health Institute, LLC and Daniel J. Edelman, Inc. dated May 9, 2018.

Independent Contractor Professional Services Agreement by and between Regenerative Medicine Solutions and Russell Winwood dated March 1, 2018.

Lease Agreement by and between Healthcare Realty Services Incorporated, a Tennessee corporation, as agent for HRT of Tennessee, Inc., a Tennessee corporation (the "Landlord") and Regenerative Medicine Solutions, LLC dated September 10, 2014, as amended on October 13, 2017, extending the term of the Lease.

Lease Agreement by and between NPG Venture, L.P. (Landlord) and RMS Pittsburgh, LLC (Tenant) dated April 2015.

Standard Form Office Lease by and between Terrance Tower Tampa, LLC (Original Landlord) and Advanced Healthcare Partners, LLC (Tenant) dated May 7, 2013. Original Landlord assigned lease to ROC II, Fairlead Fifth Third Center, LLC (ROC II) on July 28, 2014. Assignment of Lease by and between Tenant and Regenerative Medicine Solutions, LLC (RMS) as of May 21, 2015, whereby Tenant assigned all interest under the Lease to RMS. First Amendment to Standard Form Office Lease by and between ROC II and RMS dated June 12, 2015, expanding rentable square feet.

Lease Agreement by and between DTR7Y, LLC (Landlord) and RMS Scottsdale, LLC (Tenant) dated January 9, 2015, as amended by that certain First Amendment dated May 15, 2018.

Agreement Regarding Membership Interest by and between Ann Sells (Miller)/MW Family Office, LLC and Regenerative Medicine Solutions, LLC dated December 15, 2015.

Agreement Regarding Membership Interest by and between Jeremy Daniel/J&SD Family Office, LLC and Regenerative Medicine Solutions, LLC dated December 15, 2015.

Agreement Regarding Membership Interest by and between James St. Louis/St. Louis Family Office, LLC and Regenerative Medicine Solutions, LLC dated December 15, 2015.

Office Lease by and between SCG/CP One Glen Lakes, LLC and RMS Dallas, LLC dated December 4, 2015.

Business Associate Agreement by and between Regenerative Medicine Solutions, LLC and ZOHO Corporation dated January 4, 2016.

Software License Agreement by and between Regenerative Medicine Solutions, LLC and AaNeel Infotech, LLC dated September 27, 2016.

Managed Services Agreement by and between Regenerative Medicine Solutions, LLC and Offsite Technology Solutions dated December 22, 2014.

Service Agreement by and between Regenerative Medicine Solutions, LLC and RingCentral, Inc. dated August 24, 2015, amended by that certain First Amendment to Supplemental Terms of Service Agreement, as amended by that Second Amendment to Supplemental Terms of Service Agreement.

Schedule 2.03(a)

Assumed Liabilities

Accounts Payable as of 1/2/2019:

Vendor	Current	1-30	31-60	61-90	91-120	120+	Grand Tot
AaNeel Infotech	$ -	$ 3,000	$ 3,000	$ 3,000	$ 3,000	$ -	$ 12,000
Adecco USA, INC.	$ -	$ 5,088	$ 3,936	$ -	$ -	$ -	$ 9,024
ADP, LLC	$ -	$ 260	$ 260	$ -	$ -	$ -	$ 520
AllegianceMD Software	$ -	$ 25	$ -	$ -	$ -	$ -	$ 25
Alston & Bird	$ 2,388	$ -	$ -	$ -	$ -	$ -	$ 2,388
AMAC	$ -	$ -	$ 10,000	$ -	$ -	$ -	$ 10,000
American Express	$166,158	$ -	$ -	$ -	$ -	$ -	$ 166,158
AnswerNet Inc.	$ -	$ 1,375	$ -	$ -	$ -	$ -	$ 1,375
Barrymore Hotel	$ -	$ 494	$ -	$ -	$ -	$ -	$ 494
Burg Co.	$ -	$ 2,000	$ -	$ -	$ -	$ -	$ 2,000
C & D Printing	$ -	$ 7,556	$ 4,233	$ -	$ -	$ -	$ 11,789
CAPITOL SERVICES - AUSTIN, TX	$ -	$ -	$ -	$ 219	$ -	$ -	$ 219
Cell Press Journals	$ -	$ 251	$ -	$ -	$ -	$ -	$ 251
Concur Technologies, Inc.	$ 495	$ 495	$ -	$ -	$ -	$ -	$ 990
COPD Athlete	$ -	$ 1,244	$ -	$ -	$ -	$ -	$ 1,244
CSPP Owner, LLC	$ -	$ 6,213	$ 6,213	$ -	$ -	$ -	$ 12,426
Edelman	$ -	$ 37,100	$ 15,900	$ 8,760	$ -	$ -	$ 61,760
Farley White Gaslight LLC	$ -	$ 20,300	$ 20,170	$ -	$ -	$ -	$ 40,470
FedEx	$ -	$ 429	$ -	$ -	$ -	$ -	$ 429
GLM Communications	$ -	$ 11,900	$ -	$ -	$ -	$ -	$ 11,900
Guideposts	$ -	$ -	$ -	$ 9,372	$ -	$ -	$ 9,372
IMAGENETCONSULTING	$ -	$ 2,477	$ -	$ -	$ -	$ -	$ 2,477
ITS	$ -	$ 1,130	$ -	$ -	$ -	$ -	$ 1,130
Julie Borm	$ -	$ -	$ -	$ 300	$ -	$ -	$ 300
Laser Connection	$ -	$ 802	$ 53	$ -	$ -	$ -	$ 856
Marathon Ventures	$ -	$ -	$ 59,798	$ -	$ -	$ -	$ 59,798
MBI Worldwide	$ -	$ 138	$ 69	$ -	$ -	$ -	$ 207
MediaMogul Studios	$ -	$ -	$ 500	$ -	$ -	$ -	$ 500
Medline Industries, Inc	$ -	$ 677	$ 268	$ -	$ -	$ -	$ 945
Michael Perry M.D., P.A.	$ -	$ 1,400	$ 1,400	$ 1,400	$ 1,400	$ 2,800	$ 8,400
MOVI	$ -	$ 5,712	$ -	$ -	$ -	$ -	$ 5,712
Nextgen	$ -	$ 349	$ 349	$ -	$ -	$ -	$ 698
NPG Venture, LP	$ -	$ 6,713	$ -	$ -	$ -	$ -	$ 6,713
Oath (Americas) Inc.	$ -	$ 151	$ -	$ -	$ -	$ -	$ 151
Pitney Bowes	$ 40	$ 40	$ -	$ -	$ -	$ -	$ 80
Reader's Digest	$ -	$ -	$ -	$ -	$27,000	$ -	$ 27,000
Regions Insurance Inc	$ -	$ -	$ -	$ -	$ -	$19,743	$ 19,743
Revo	$ -	$ 12	$ -	$ -	$ -	$ -	$ 12
Ring Central	$ -	$ 14,844	$ 428	$ -	$ -	$ -	$ 15,272
Roxi Parkview LLC	$ -	$ 8,426	$ 8,426	$ -	$ -	$ -	$ 16,853
SCG/CP OneGlen Lakes, LLC	$ -	$ 5,383	$ 4,893	$ -	$ -	$ -	$ 10,276
SignsNow	$ -	$ -	$ 557	$ -	$ -	$ -	$ 557
Staples Advantage	$ 35	$ 437	$ -	$ -	$ -	$ -	$ 472
Stericycle	$ -	$ 1,356	$ 1,336	$ -	$ -	$ -	$ 2,692
TerumoBCT	$ -	$ 3,799	$ 5,698	$ -	$ -	$ -	$ 9,497
The History Channel	$ -	$ 16,150	$ -	$ -	$ -	$ -	$ 16,150
Vology, Inc.	$ -	$ 1,225	$ -	$ -	$ -	$ -	$ 1,225
YMCA	$ -	$ 628	$ -	$ -	$ -	$ -	$ 628
Grand Total	$169,116	$169,578	$147,488	$23,051	$31,400	$22,543	$ 563,176

Schedule 2.05

Exchange Shares

	24,717,271	shares (Common Stock issued and outstanding)
+	2,312,500	shares (Common Stock reserved for issuance upon conversion of the outstanding Series B Preferred Stock)
+	1,875,000	shares (Common Stock reserved for issuance upon conversion of 12% Senior Convertible Notes)
+	5,000,000	this number assumes $2.0M of New Securities raised at $0.40 per share
	33,904,771	shares – existing Medovex Shareholders
÷	0.45	Medovex %
	75,343,935	shares
X	0.55	RMS %
	41,439,164	shares – RMS Shareholder, LLC (before deduction for $350,000 reserve)
-	583,333	shares of Medovex Common Stock to reimburse $350,000 reserves at $0.60 per share)
	40,855,832	
-	1,083,333	shares of Medovex Common Stock (to reimburse $650,000 RMS payment at $0.60 per share)
	39,772,499	shares of Common Stock represented by 39,772.499 shares of Series C Preferred Stock that will be convertible into 39,772,499 shares of Medovex Common Stock

Additional Exchange Shares

Based on the assumption that Medovex raises $5,650,000 of New Securities at $0.40 per share (prior to or after Closing), the Company would issue 14,125,000 shares of Common Stock after the execution of the Asset Purchase Agreement:

	24,717,271	shares (Common Stock issued and outstanding prior to the issuance of New Securities)
+	2,312,500	shares (Common Stock reserved for issuance upon conversion of the outstanding Series B Preferred Stock)
+	1,875,000	shares (Common Stock reserved for issuance upon conversion of 12% Senior Secured Convertible Notes)
+	14,125,000	This number assumes $5.65M of New Securities raised at $0.40 per share
	43,029,771	shares
÷	0.45	Medovex %
	95,621,713	total number of shares issued and outstanding post closing;
X	0.55	RMS %
	52,591,942	shares – RMS Shareholder, LLC (before deduction for $350,000 reserve)
-	583,333	shares of Medovex Common Stock (to reimburse $350,000 RMS reserves at $0.60 per share)
-	1,083,333	shares of Medovex Common Stock (to reimburse $650,000 RMS payment at $0.60 per share)
	50,925,276	shares of Common Stock issued to RMS Shareholder after Series C Preferred Stock is converted to Common Stock to be owned by RMS Shareholder, LLC;
-	39,772,499	shares issued at Closing
	11,152,777	shares of Common Stock issued to RMS Shareholder, LLC as Additional Exchange Shares. If sufficient shares of Common are not yet authorized, then the Additional Exchange Shares will be 11,152,777 of Series C Preferred Stock.

Notes:

i) There are presently 49.5M shares of Medovex Common Stock Authorized;
ii) Minimum of 44,455,047 additional new shares will need to be authorized to execute this transaction;
iii) New Securities of up to $5.65M shall dilute the 45% Medovex shareholders;
iv) New Securities over and above $5.65M shall dilute all shareholders ratably.

Section 4.03

Required Consents

First Amendment to Management Services Agreement by and between Lung Institute Dallas, PLLC, a Texas professional limited liability company (Medical Group) and RMS Dallas, LLC, a Delaware limited liability company (Manager).

Amended and Restated Management Services Agreement by and between Lung Institute Pittsburgh, PLLC, a Pennsylvania professional limited liability company (Medical Group) and RMS Pittsburgh, LLC, a Delaware limited liability company (Manager).

Master Services Agreement between Lung Health Institute, LLC and Daniel Edelman, Inc. dated May 9, 2018. Neither party may assign this Agreement or any rights or obligations hereunder, whether directly or indirectly, without the prior written consent of the other party.

Independent Contractor Professional Services Agreement by and between Regenerative Medicine Solutions and Russell Winwood dated March 1, 2018. Regenerative Medicine Solutions cannot assign its rights or obligations under this Agreement without the prior written consent of Russell Winwood.

Lease Agreement by and between Healthcare Realty Services Incorporated, a Tennessee corporation, as agent for HRT of Tennessee, Inc., a Tennessee corporation (the "Landlord") and Regenerative Medicine Solutions, LLC dated September 10, 2014, as amended on October 13, 2017, extending the term of the Lease.

Lease Agreement by and between NPG Venture, L.P. (Landlord) and RMS Pittsburgh, LLC (Tenant) dated April 2015. Tenant shall not, without Landlord's prior written consent (to be granted or denied in Landlord's sole and absolute discretion), assign this Lease or sublet all or any part of the Premises.

Standard Form Office Lease by and between Terrance Tower Tampa, LLC (Original Landlord) and Advanced Healthcare Partners, LLC (Tenant) dated May 7, 2013. Original Landlord assigned lease to ROC II, Fairlead Fifth Third Center, LLC (ROC II) on July 28, 2014. Assignment of Lease by and between Tenant and Regenerative Medicine Solutions, LLC (RMS) as of May 21, 2015, whereby Tenant assigned all interest under the Lease to RMS. First Amendment to Standard Form Office Lease by and between ROC II and RMS dated June 12, 2015, expanding rentable square feet. RMS shall have no right to assign or sublease any portion of the Lease without consent from Advanced Healthcare Partners, LLC and ROC II.

Lease Agreement by and between DTR7Y, LLC (Landlord) and RMS Scottsdale, LLC (Tenant) dated January 9, 2015, as amended by that certain First Amendment dated May 15, 2018.

Office Lease by and between SCG/CP One Glen Lakes, LLC and RMS Dallas, LLC dated December 4, 2015.

Software License Agreement by and between Regenerative Medicine Solutions, LLC and AaNeel Infotech, LLC dated September 27, 2016.

Section 4.07(a)

Material Contracts

First Amendment to Management Services Agreement by and between Lung Institute Dallas, PLLC, a Texas professional limited liability company (Medical Group) and RMS Dallas, LLC, a Delaware limited liability company (Manager). Neither party may assign its interest in or delegate the performance of its obligations under this Agreement to any other person without obtaining the prior written consent of the other party.

Amended and Restated Management Services Agreement by and between Lung Institute Pittsburgh, PLLC, a Pennsylvania professional limited liability company (Medical Group) and RMS Pittsburgh, LLC, a Delaware limited liability company (Manager). Neither party may assign its interest in or delegate the performance of its obligations under this Agreement to any other person without obtaining the prior written consent of the other party.

Management Services Agreement by and between Lung Institute of Nashville, PLLC, a Tennessee professional limited liability company and RMS Nashville, LLC dated October 2, 2014.

Management Services Agreement by and between Lung Institute Scottsdale LLC and RMS Scottsdale, LLC dated January 9, 2015.

Lung Health Institute Marketing Contract by and between Burg & Co. Marketing and Lung Health Institute dated March 28, 2017. In effect until December 31, 2018. $50/hour for their services

Master Services Agreement between Lung Health Institute, LLC and Daniel J. Edelman, Inc. dated May 9, 2018.

Independent Contractor Professional Services Agreement by and between Regenerative Medicine Solutions and Russell Winwood dated March 1, 2018.

In 2018, RMS combined RMS Pittsburgh, RMS Nashville LLC, RMS Scottsdale, LLC, and RMS Dallas, LLC into RMS Lung Institute Management, LLC. The previous management companies are still active and have not been dissolved but the leases have not been transferred over in name to the new management company, RMS Lung Institute Management, LLC.

Per the management agreements, RMS Lung Institute Management is paid a fee equal to what the EBIDTA would be each month for the clinics which becomes the management fee for RMS Lung Institute Management. In Dallas and in Pittsburgh, we have been advised that the fees should be in equal sums each month. In 2017, we amended and restated those MSA's late in 2017 where we could estimate every closely what the overall management fee would be annually and retroactively billed a flat fee each month for those clinics in 2017. Due to all of the changes that have been made and will be made in the future, it will be very difficult to determine the exact monthly management fee that should be charged to these two clinics consistently each month. For accounting purposes, in 2018, we have been using the same methodology found in the Scottsdale and Nashville MSAs for the Dallas and Pittsburgh clinics in which the management fees each month are equal to the net earnings of each of the respective clinics.

Section 4.10(a)

Leased Real Property

Lease Agreement by and between Healthcare Realty Services Incorporated, a Tennessee corporation, as agent for HRT of Tennessee, Inc., a Tennessee corporation (the "Landlord") and Regenerative Medicine Solutions, LLC.

Lease Agreement by and between NPG Venture, L.P. (Landlord) and RMS Pittsburgh, LLC (Tenant) dated April 2015.

Lease Agreement by and between DTR7Y, LLC (Landlord) and RMS Scottsdale, LLC (Tenant) dated January 9, 2015, as amended by that certain First Amendment dated May 15, 2018.

Standard Form Office Lease by and between Terrance Tower Tampa, LLC (Original Landlord) and Advanced Healthcare Partners, LLC (Tenant) dated May 7, 2013. Original Landlord assigned lease to ROC II, Fairlead Fifth Third Center, LLC (ROC II) on July 28, 2014. Assignment of Lease by and between Tenant and Regenerative Medicine Solutions, LLC (RMS) as of May 21, 2015, whereby Tenant assigned all interest under the Lease to RMS. First Amendment to Standard Form Office Lease by and between ROC II and RMS dated June 12, 2015, expanding rentable square feet.

Office Lease by and between SCG/CP One Glen Lakes, LLC and RMS Dallas, LLC dated December 4, 2015.

In 2018, RMS combined RMS Pittsburgh, RMS Nashville LLC, RMS Scottsdale, LLC, and RMS Dallas, LLC into RMS Lung Institute Management, LLC. The previous management companies are still active and have not been dissolved but the leases have not been transferred over in name to the new management company, RMS Lung Institute Management, LL

Section 4.14

Legal Proceedings

Complaint by Charles Dolson (Plaintiff) v. Regenerative Medicine Solutions, L.L.C., Mark Flood, DO, and Michael Perry, MD e-filed August 8, 2018 in the circuit court of the thirteenth judicial circuit in and for Hillsborough County, Florida, Civil Division.

Notice from Christopher Pettus, counsel for Lung Institute patient Mr. Joseph Conti, notifying Regenerative Medicine Solutions, LLC of the intent to file a lawsuit on behalf of Conti. Notice dated August 6, 2018.

Notice from Christopher Pettus, counsel for Lung Institute patient Mr. Bill Boyuk, notifying Regenerative Medicine Solutions, LLC of the intent to file a lawsuit on behalf of Boyuk. Notice dated August 6, 2018.

Notice from Christopher Pettus, counsel for Lung Institute patient Ms. Beverly McCord, notifying Regenerative Medicine Solutions, LLC of the intent to file a lawsuit on behalf of McCord. Notice dated August 3, 2018.

Notice from Christopher Pettus, counsel for Lung Institute patient Mr. Robert Worrell, notifying Regenerative Medicine Solutions, LLC of the intent to file a lawsuit on behalf of Worrell. Notice dated August 6, 2018.

Notice from Christopher Pettus, counsel for Lung Institute patient Ms. Evelyn Taylor, notifying Regenerative Medicine Solutions, LLC of the intent to file a lawsuit on behalf of Taylor. Notice dated August 6, 2018.

Notice from Christopher Pettus, counsel for Lung Institute patient Mr. Robert Shafer, notifying Regenerative Medicine Solutions, LLC of the intent to file a lawsuit on behalf of Shafer. Notice dated August 6, 2018.

Notice from Christopher Pettus, counsel for Lung Institute patient Mr. David Piccari, notifying Regenerative Medicine Solutions, LLC of the intent to file a lawsuit on behalf of Piccari. Notice dated August 6, 2018.

Notice from Christopher Pettus, counsel for Lung Institute patient Mr. David Mansell, notifying Regenerative Medicine Solutions, LLC of the intent to file a lawsuit on behalf of Mansell. Notice dated August 6, 2018.

Case No. 8:17-cv-3113-7-23-MAP styled *Tammy Rivero and Cindy Goodenow, personal representative of Howard Bennett's estate v. Lung Institute, LLC*, filed in the U.S. District Court, Middle District of Florida, Tampa Division

Section 4.18(a)

Employees

RMS Lung Institute Management:

Employee	Category	Base Pay Annual	Bonus/Com Annual	Base Pay Monthly	Bonus Monthly	Actual Gross Pay	Employer Taxes	Health Insurance	Life AD&D Insurance	Gym	Parking	Monthly Total	Annual Total
Jimmy St. Louis	CEO (Independent Contractor)	$ 300,000	$ 300,000	$ 25,000	$ -	$ 25,000	$ 1,913	$ 757	$ 26	$ -	$ -	$ 27,696	$ 332,346
Jeremy Daniel	CFO	$ 150,000	$ 150,000	$ 12,500	$ -	$ 12,500	$ 956	$ 450	$ 13	$ 50	$ 112	$ 14,081	$ 168,975
Ann Miller	COO	$ 150,000	$ 150,000	$ 12,500	$ -	$ 12,500	$ 956	$ 425	$ 14		$ 112	$ 14,007	$ 168,087
Briley Ciendoksz	CMO	$ 265,000	$ 265,000	$ 22,083	$ -	$ 22,083	$ 1,689	$ 425	$ 14		$ 112	$ 24,324	$ 291,885
Jessica Reed	Nurse Practitioner	$ 132,699	$ 132,699	$ 11,058	$ -	$ 11,058	$ 846	$ 450	$ 5	$ -	$ 75	$ 12,434	$ 149,210
Ashley Sinkiewicz	Digital Marketing	$ 65,000	$ 65,000	$ 5,417	$ -	$ 5,417	$ 414	$ 483	$ 9	$ 30	$ 112	$ 6,465	$ 77,581
Mike Patino	UI/UX Web Designer	$ 95,000	$ 95,000	$ 7,917		$ 7,917	$ 606	$ 450	$ 5		$ 75	$ 9,052	$ 108,628
Taylor Devine	Graphic Designer	$ 36,000	$ 36,000	$ 3,000		$ 3,000	$ 230	$ -	$ -		$ 75	$ 3,305	$ 39,654
Maigen Sainz	Social media	$ 55,000	$ 55,000	$ 4,583		$ 4,583	$ 351	$ -	$ -		$ 75	$ 5,009	$ 60,108
Gary Mancini	Patient Relations Director	$ 150,000	$ 150,000	$ 12,500		$ 12,500	$ 956	$ 450	$ 14		$ 112	$ 14,032	$ 168,387
Rob Vidal	Patient Relations Trainer	$ 55,000	$ 80,399	$ 4,583	$ 2,117	$ 6,700	$ 513	$ 450	$ 12	$ 50	$ 112	$ 7,836	$ 94,038
Leigh Parker	Patient Relations Manager	$ 60,000	$ 60,000	$ 5,000	$ -	$ 5,000	$ 493	$ -	$ 12	-	$ 112	$ 5,617	$ 67,404
Sarah Petersen	Patient Relations Manager	$ 52,000	$ 77,399	$ 4,333	$ 2,117	$ 6,450	$ 493	$ 450	$ 12	$ -	$ 112	$ 7,517	$ 90,208
Pete Dapont	Patient Coordinator	$ 35,000	$ 72,000	$ 2,917		$ 2,917	$ 223	$ 450	$ 7	$ 40	$ 75	$ 3,712	$ 44,542
Shelbey Nardo	Patient Coordinator/Outside Sales	$ 50,000	$ 63,750	$ 4,167		$ 4,167	$ 319	$ 450	$ 7	$ 40	$ 91	$ 5,073	$ 60,881
Loribeth Valdez	Patient Coordinator	$ 35,000	$ 60,000	$ 2,917		$ 2,917	$ 223	$ 450	$ 7	$ 40	$ 91	$ 3,728	$ 44,734
Andre Raveling	Patient Coordinator	$ 35,000	$ 60,000	$ 2,917		$ 2,917	$ 223	$ 450	$ 7		$ 91	$ 3,688	$ 44,254
Juan Baez	Patient Coordinator	$ 35,000	$ 70,000	$ 2,917		$ 2,917	$ 223	$ 450	$ 7	$ -	$ 75	$ 3,672	$ 44,062
Terrance Hadley	Patient Coordinator	$ 35,000	$ 60,000	$ 2,917		$ 2,917	$ 223	$ 450	$ 8	$ 40	$ 91	$ 3,729	$ 44,746
Andrew DeTore	Patient Coordinator	$ 35,000	$ 60,000	$ 2,917		$ 2,917	$ 223	$ 450	$ 7	$ -	$ 91	$ 3,688	$ 44,254
Cory Schools	Patient Coordinator	$ 35,000	$ 60,000	$ 2,917		$ 2,917	$ 223	$ 450	$ 7	$ -	$ 91	$ 3,688	$ 44,254
Kyle DeLeonard	Patient Coordinator	$ 35,000	$ 60,000	$ 2,917		$ 2,917	$ 223	$ -	$ -	$ -	$ -	$ 3,140	$ 37,678
Marilyn O'Shea	Patient Coordinator	$ 35,000	$ 60,000	$ 2,917		$ 2,917	$ 223	$ -	$ -	$ -	$ -	$ 3,140	$ 37,678
Stephanie Hill-Kennedy	Patient Coordinator	$ 35,000	$ 60,000	$ 2,917		$ 2,917	$ 223	$ 450	$ 7	$ -	$ 91	$ 3,688	$ 44,254
Matthew Smith	Patient Coordinator	$ 35,000	$ 60,000	$ 2,917		$ 2,917	$ 223	$ 450	$ 7	$ -	$ 91	$ 3,688	$ 44,254
Daniel Quiñones	Patient Coordinator	$ 35,000	$ 60,000	$ 2,917		$ 2,917	$ 223	$ -	$ 7	$ -	$ 91	$ 3,238	$ 38,854
Eric Lye	Patient Coordinator	$ 35,000	$ 60,000	$ 2,917		$ 2,917	$ 223	$ -	$ 7	$ -	$ 91	$ 3,238	$ 38,854
Moise Lapointe	Patient Coordinator	$ 35,000	$ 60,000	$ 2,917		$ 2,917	$ 223	$ -	$ 7	$ -	$ 91	$ 3,238	$ 38,854
Sean Neumayer	Patient Coordinator	$ 35,000	$ 60,000	$ 2,917		$ 2,917	$ 223	$ -	$ 7	$ -	$ 91	$ 3,238	$ 38,854
Taylor McNeil	Patient Coordinator	$ 35,000	$ 60,000	$ 2,917		$ 2,917	$ 223	$ -	$ 7	$ -	$ 91	$ 3,238	$ 38,854
Ty Grooms	Patient Coordinator	$ 35,000	$ 60,000	$ 2,917		$ 2,917	$ 223	$ 450	$ 7	$ -	$ 91	$ 3,688	$ 44,254
Sara Jones	Data Analyst/Project Manager	$ 57,000	$ 57,000	$ 4,750		$ 4,750	$ 363	$ 450	$ 9		$ 91	$ 5,663	$ 67,961
Amanda Maucere	Dietician	$ 60,000	$ 60,000	$ 5,000	$ -	$ 5,000	$ 383	$ 450	$ 5	$ -	$ 91	$ 5,929	$ 71,142
William Garrow	Web Developer	$ 77,000	$ 77,000	$ 6,417		$ 6,417	$ 491	$ 450	$ 9		$ 91	$ 7,458	$ 89,491
Hank Roan	Systems Specialist	$ 48,000	$ 48,000	$ 4,000	$ -	$ 4,000	$ 306	$ 450	$ 5	$ -	$ 91	$ 4,852	$ 58,224
Amy Welling	HR/Exec Admin	$ 57,000	$ 57,000	$ 4,750	$ -	$ 4,750	$ 363	$ 450	$ 5	$ -	$ 91	$ 5,659	$ 67,913
Jason Burke	Controller (Independent Contractor)	$ 88,000	$ 88,000	$ 7,333	$ -	$ 7,333	$ 561	$ 450	$ 8	$ -	$ 75	$ 8,427	$ 101,128
Karli Brady	Medical Records Manager	$ 55,000	$ 61,000	$ 4,583	$ 500	$ 5,083	$ 389	$ 450	$ 7	$ -	$ 112	$ 6,041	$ 72,495
Elisha Peterson	Medical Records	$ 36,422	$ 39,422	$ 3,035	$ 250	$ 3,285	$ 251	$ 450	$ 5	$ -	$ 112	$ 4,103	$ 49,242
Sharonda Tolbert	Medical Records	$ 35,000	$ 38,000	$ 2,917	$ 250	$ 3,167	$ 242	$ 450	$ 5	$ 50	$ 91	$ 4,005	$ 48,059
Shawn Clymer	Outcomes	$ 80,000	$ -	$ 6,667		$ 6,667	$ 510	$ 450	$ 5	$ 50	$ 91	$ 7,773	$ 93,272
Net Total		**$ 2,852,121**	**$ 3,350,584**	**$ 233,677**	**$ 62,315**	**$ 295,992**	**$ 22,754**	**$ 14,240**	**$ 312**	**$ 390**	**$ 3,556**	**$ 341,243**	**$ 4,094,922**

Lung Institute Tampa:

Employee	Category	Annual Base Pay	Annual Total Gross Pay	Base Pay Monthly	Bonus/Com m Monthly	Total Gross Pay Monthly	Employer Taxes	Health Insurance	Life AD&D Insurance	Gym	Parking	Monthly Total	Annual Total
Kirk O'Donnell	Medical Director	$ 250,000	$ 250,000	$ 20,833	$ -	$ 20,833	$ 1,594	$ -	$ -	$ -	$ -	$ 22,427	$ 269,125
Tamika Michael	RN	$ 56,160	$ 56,160	$ 4,680	$ -	$ 4,680	$ 358	$ 450	$ 5	$ -	$ 75	$ 5,568	$ 66,816
Jessica Clermont	RN (PT)	$ 41,000	$ 18,000	$ 3,417	$ -	$ 1,500	$ 115	$ -	$ -	$ -	$ 75	$ 1,690	$ 20,277
Dr. Michael Perry	Medical Director	$ 16,800	$ 16,800	$ 1,400	$ -	$ 1,400				$ -	$ -	$ 1,400	$ 16,800
Net Total		**$ 363,960**	**$ 340,960**	**$ 30,330**	**$ -**	**$ 28,413**	**$ 2,067**	**$ 450**	**$ 5**	**$ -**	**$ 150**	**$ 31,085**	**$ 373,018**
Contingency 5%	Contingency 5%	$ 18,198	$ -	$ 910	$ -	$ 910	$ 70	$ -	$ -	$ -	$ -	$ 980	$ 11,754
Gross Total		**$ 382,158**	**$ 340,960**	**$ 31,240**	**$ -**	**$ 29,323**	**$ 2,136**	**$ 450**	**$ 5**	**$ -**	**$ 150**	**$ 32,064**	**$ 384,772**

ACKNOWLEDGMENT

Each Restricted Person acknowledges he has read this Agreement and agrees that he will take no action inconsistent with Section 6.07 of this Agreement.

/s/ William Horne
William Horne

/s/ James St. Louis
James St. Louis

EXECUTION VERSION

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (this "**Assignment**") is made and entered into as of January 8, 2019, by and among Regenerative Medicine Solutions, LLC, a Delaware limited liability company ("**RMS**"), Lung Institute LLC, a Delaware limited liability company ("**Lung Institute**"), RMS Lung Institute Management LLC, a Delaware limited liability company ("**RMS Management**"), Cognitive Health Institute Tampa, LLC, a Delaware limited liability company ("**CHIT**" and, together with RMS, Lung Institute, and RMS Management, collectively and individually, the "**Assignor**"), and RMS Acquisition Corp., a Nevada corporation ("**Assignee**").

RECITALS

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated October 15, 2018 (as amended, the "**Purchase Agreement**"), pursuant to which Assignor has agreed, among other things, to assign all of its right, title and interest in and to the Assigned Contracts and the Assumed Liabilities to Assignee.

WHEREAS, Assignor desires to assign the Assigned Contracts and the Assumed Liabilities to Assignee, and Assignee desires to assume the Assigned Contracts and Assumed Liabilities, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the promises and mutual agreements set forth in this Assignment and the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Defined Terms. Capitalized terms used in this Assignment but not otherwise defined have the meanings given to such terms in the Purchase Agreement.

2 . Assignment and Assumption. By this Assignment, Assignor assigns, transfers, conveys and delivers to Assignee all of Assignor's right, title and interest in and to the Assigned Contracts and the Assumed Liabilities, and Assignee accepts the foregoing assignment of all of the rights of Assignor under the Assigned Contracts and assumes the Assumed Liabilities, in accordance with the terms and conditions of the Assigned Contracts and Assumed Liabilities as provided in the Purchase Agreement.

3. No Third Party Beneficiaries. Nothing in this Assignment shall be construed as giving any Person, other than Assignor and Assignee and their successors and permitted assigns, any right, remedy or claim under or in respect of this Assignment or any provision hereof.

4. Enforceability and Severability. This Assignment is executed and delivered by Assignor and Assignee pursuant to the Purchase Agreement and subject to the covenants, representations, and warranties thereof. No provisions set forth in this Assignment shall be deemed to enlarge, alter, or amend the terms or provisions of the Purchase Agreement. If there is any conflict between the provisions of this Assignment and the Purchase Agreement, the provisions of the Purchase Agreement shall control.

5. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of Assignor, Assignee and their respective heirs, executors, legal representatives, successors and permitted assigns.

6. Governing Law. This Assignment shall be governed by and construed and enforced in accordance with the laws of the State of Delaware, determined without reference to conflicts of law principles.

7. Counterparts. This Assignment may be executed in one or more counterparts, all of which taken together shall constitute one instrument. The parties agree that this Assignment may be executed and the signatures transmitted to the other party by facsimile or similar electronic transmission. Upon such transmission and receipt by the other party, such facsimile signature shall be as effective as an original.

[*signature page follows*]

Assignor and Assignee have caused this Assignment to be executed as of the day and year first above written.

ASSIGNOR:

REGENERATIVE MEDICINE SOLUTIONS, LLC
a Delaware limited liability company

By: */s/ James St. Louis*
James St. Louis
Its: CEO and Manager

LUNG INSTITUTE, LLC

By: */s/ James St. Louis*
Name: James St. Louis
Title: CEO and Manager

RMS LUNG INSTITUTE MANAGEMENT LLC

By: */s/ James St. Louis*
Name: James St. Louis
Title: CEO and Manager

COGNITIVE HEALTH INSTITUTE TAMPA, LLC

By: */s/ James St. Louis*
Name: James St. Louis
Title: CEO and Manager

[Signature Page to Assignment and Assumption Agreement]

ASSIGNEE:

RMS ACQUISITION CORP.
a Nevada corporation

By: */s/ Charles Farrahar*
Name: Charles Farrahar
Title: Chief Executive Officer

[Signature Page to Assignment and Assumption Agreement]

SECURITIES PURCHASE AGREEMENT

This Securities Purchase Agreement (this "Agreement") is dated as of January 8, 2019, by and among Medovex Corp., a Nevada corporation (the "Company"), and the purchasers identified on the signature pages hereto (including any successors and assigns, the "Purchaser(s)").

WHEREAS, subject to the terms and conditions set forth in this Agreement and pursuant to Section 4(a)(2) of the Securities Act of 1933, as amended (the "Securities Act"), and Rule 506(b) promulgated thereunder, the Company desires to issue and sell to each Purchaser, and each Purchaser, severally and not jointly, desires to purchase from the Company, up to 120 Units (the " Units"), each Unit consisting of (i) a 12% convertible note (the "Note"), initially convertible into shares of the Company's common stock, par value $0.001 per share (the "Common Stock") at a conversion price equal to $0.40 (the "Conversion Price"), and (ii) a three-year warrant to purchase such number of shares of Common Stock equal to one hundred percent (100%) of the number of shares of Common Stock issuable upon conversion of the Notes (the "Warrants" and collectively with the Notes, the "Securities"), at a purchase price of $50,000 per Unit, as more fully described in this Agreement.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Company and each Purchaser agree as follows:

ARTICLE I.
DEFINITIONS

1.1. Definitions. In addition to the terms defined elsewhere in this Agreement: (a) capitalized terms that are not otherwise defined herein have the meanings given to such terms in the Note in the form attached as Exhibit B attached hereto, and (b) the following terms have the meanings set forth in this Section 1.1:

"Acquiring Person" shall have the meaning ascribed to such term in Section 4.6.

"Action" shall have the meaning ascribed to such term in Section 3.1(j).

"Affiliate" means any Person that, directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with a Person, as such terms are used in and construed under Rule 405 under the Securities Act.

"Agreements" shall mean this Agreement, the Note and the Warrant.

"Board of Directors" means the board of directors of the Company.

"Business Day" means any day except any Saturday, any Sunday, any day which is a federal legal holiday in the United States or any day on which banking institutions in the State of New York are authorized or required by law or other governmental action to close.

"Closing" means the closing of the purchase and sale of the Securities pursuant to Section 2.1.

"Closing Date" means the Trading Day on which all of the Transaction Documents have been executed and delivered by the applicable parties thereto, and all conditions precedent to (i) the Purchasers' obligations to pay the Subscription Amount, and (ii) the Company's obligations to deliver the Securities, in each case, have been satisfied or waived.

"Commission" means the United States Securities and Exchange Commission.

"Common Stock" shall have the meaning ascribed to such term in the recitals.

"Common Stock Equivalents" means any securities of the Company or the Subsidiaries which 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.

"Company" means Medovex Corp., a Nevada corporation.

"Company Counsel" means Block Garden & McNeill, LLP, with offices located at 5949 Sherry Lane, Suite 900, Dallas, Texas 75225.

"Conversion Shares" means the shares of Common Stock issuable upon conversion of the Note.

"Disclosure Schedules" means the Disclosure Schedules of the Company delivered concurrently herewith.

"Exchange Act" means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

"Exempt Issuance" means the issuance of (a) shares of Common Stock or options to employees, officers or directors of the Company pursuant to any stock or option plan duly adopted for such purpose, by a majority of the non-employee members of the Board of Directors or a majority of the members of a committee of non-employee directors established for such purpose for services rendered to the Company, (b) securities upon the exercise or exchange of or conversion of any Securities issued hereunder and/or other securities exercisable or exchangeable for or convertible into shares of Common Stock issued and outstanding on the date of this Agreement, provided that such securities have not been amended since the date of this Agreement to increase the number of such securities or to decrease the exercise price, exchange price or conversion price of such securities (other than in connection with stock splits or combinations) or to extend the term of such securities, and (c) securities issued pursuant to acquisitions or strategic transactions approved by a majority of the disinterested directors of the Company, provided that such securities are issued as "restricted securities" (as defined in Rule 144) and provided that any such issuance shall only be to a Person (or to the equity holders of a Person) which is, itself or through its subsidiaries, an operating company or an owner of an asset in a business synergistic with the business of the Company and shall provide to the Company additional benefits in addition to the investment of funds, but shall not include a transaction in which the Company is issuing securities primarily for the purpose of raising capital or to an entity whose primary business is investing in securities.

"FCPA" means the Foreign Corrupt Practices Act of 1977, as amended.

"GAAP" shall have the meaning ascribed to such term in Section 3.1(h).

"Indebtedness" shall have the meaning ascribed to such term in Section 3.1(dd).

"Intellectual Property Rights" shall have the meantime ascribed to such term in Section 3.1(o).

"Legend Removal Date" shall have the meaning ascribed to such term in Section 4.1(c).

"Lien" means a lien, charge, pledge, security interest, hypothecation, mortgage, encumbrance, right of first refusal, preemptive right or other restriction.

"Material Adverse Effect" shall have the meaning assigned to such term in Section 3.1(b).

"Material Permits" shall have the meaning ascribed to such term in Section 3.1(m).

"Maximum Rate" shall have the meaning ascribed to such term in Section 5.4.

"Note" means the 12% Convertible Note issued to each Purchaser, in the form of Exhibit B attached hereto.

"Person" means an individual or corporation, partnership, trust, incorporated or unincorporated association, joint venture, limited liability company, joint stock company, government (or an agency or subdivision thereof) or other entity of any kind.

"Pro Rata Portion" shall have the meaning ascribed to such term in Section 4.18(e).

"Proceeding" means an action, claim, suit, investigation or proceeding (including, without limitation, an informal investigation or partial proceeding, such as a deposition), whether commenced or threatened.

"Purchaser Party" shall have the meaning ascribed to such term in Section 4.10.

"Required Filings and Approvals" shall have the meaning ascribed to such term in Section 3.1(e).

"Required Minimum" means, as of any date (updated on a monthly basis), the maximum aggregate number of shares of Common Stock then issuable pursuant to the Transaction Documents, including any Conversion Shares then issuable upon conversion of the Notes and any Warrant Shares issuable upon exercise of the Warrants), ignoring any conversion or exercise limits set forth therein, multiplied by 1.0.

"RMS Transaction" means the transactions contemplated by that certain asset purchase agreement, dated October 15, 2018, by and among Regenerative Medicine Solutions, LLC, and certain of its subsidiaries, RMS Shareholder, LLC, the Company and RMS Acquisition Corp.

"Rule 144" means Rule 144 promulgated by the Commission pursuant to the Securities Act, as such Rule may be amended from time to time, or any similar rule or regulation hereafter adopted by the Commission having substantially the same effect as such Rule.

"Rule 424" means Rule 424 promulgated by the Commission pursuant to the Securities Act, as such Rule may be amended or interpreted from time to time, or any similar rule or regulation hereafter adopted by the Commission having substantially the same purpose and effect as such Rule.

"SEC Reports" shall have the meaning ascribed to such term in Section 3.1(h).

"Securities" means the Notes, the Warrants, Conversion Shares and the Warrant Shares.

"Securities Act" means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

"Senior Debt" means the indebtedness represented by those certain senior secured convertible debentures, issued between August 2018 and September 2018, for an aggregate principal amount of $750,000.

"Short Sales" means all "short sales" as defined in Rule 200 of Regulation SHO under the Exchange Act (but shall not be deemed to include the location and/or reservation of borrowable shares of Common Stock).

"Stockholder Approval" shall have the meaning ascribed to such term in Section 4.20.

"Subscription Amount" means, as to each Purchaser, the aggregate amount to be paid for Notes and Warrants purchased hereunder as specified below such Purchaser's name on the signature page of this Agreement and next to the heading "Subscription Amount," in United States dollars and in immediately available funds.

"Subsequent Financing" shall have the meaning ascribed to such term in Section 4.18(a).

"Subsequent Financing Notice" shall have the meaning ascribed to such term in Section 4.17(b).

"Subsidiary" any direct or indirect corporation, limited or general partnership, limited liability company, trust, estate, association, joint venture or other business entity of which (A) more than 30% of (i) the outstanding capital stock having (in the absence of contingencies) ordinary voting power to elect a majority of the board of directors or other managing body of such entity, (ii) in the case of a partnership or limited liability company, the interest in the capital or profits of such partnership or limited liability company or (iii) in the case of a trust, estate, association, joint venture or other entity, the beneficial interest in such trust, estate, association or other entity business is, at the time of determination, owned or controlled directly or indirectly through one or more intermediaries, by such entity, or (B) is under the actual control of the Company.

"Trading Day" means a day on which the principal Trading Market is open for trading.

"Trading Market" means the following markets or exchanges on which the Common Stock is listed or quoted for trading on the date in question: the NYSE American LLC, the Nasdaq Capital Market, the Nasdaq Global Market, the Nasdaq Global Select Market, the New York Stock Exchange or the OTCQB as maintained by the OTC Markets, Inc.

"Transaction Documents" means this Agreement, the Note and the Warrant, all exhibits and schedules thereto and hereto and any other documents or agreements executed in connection with the transactions contemplated hereunder.

"Transfer Agent" means Issuer Direct Corporation, LLC and any successor transfer agent of the Company.

"Underlying Shares" means the Conversion Shares and the Warrant Shares.

"Variable Rate Transaction" shall have the meaning ascribed to such term in Section 4.19.

"VWAP" means, for any date, the price determined by the first of the following clauses that applies: (a) if the Common Stock is then listed or quoted on a Trading Market, the daily volume weighted average price of the Common Stock for such date (or the nearest preceding date) on the Trading Market on which the Common Stock is then listed or quoted as reported by Bloomberg L.P. (based on a Trading Day from 9:30 a.m. (New York City time) to 4:02 p.m. (New York City time)), (b) if OTCQB or OTCQX is not a Trading Market, the volume weighted average price of the Common Stock for such date (or the nearest preceding date) on OTCQB or OTCQX as applicable, (c) if the Common Stock is not then listed or quoted for trading on OTCQB or OTCQX and if prices for the Common Stock are then reported in the "Pink Sheets" published by OTC Markets Group, Inc. (or a similar organization or agency succeeding to its functions of reporting prices), the most recent bid price per share of the Common Stock so reported, or (d) in all other cases, the fair market value of a share of Common Stock as determined by an independent appraiser selected in good faith by the Purchasers of a majority in interest of the Securities then outstanding and reasonably acceptable to the Company, the fees and expenses of which shall be paid by the Company.

"Warrants" means, collectively, the Common Stock purchase warrants delivered to the Purchasers at the Closing in accordance with Section 2.2(a) hereof, which Warrants shall be exercisable $0.75 per share, subject to adjustment and have a term of exercise equal to three years, in the form of Exhibit C attached hereto.

"Warrant Shares" means the shares of Common Stock issued and issuable upon exercise of the Warrants in accordance with the terms of the Warrants.

ARTICLE II. PURCHASE AND SALE

2.1 Closing.

(a) On the Closing Date, upon the terms and subject to the conditions set forth herein, substantially concurrent with the execution and delivery of this Agreement by the parties hereto, the Company agrees to sell, and the Purchasers, severally and not jointly, agree to purchase, a minimum of $1,000,000 (the "Minimum Offering") and up to an aggregate of $6,000,000 of Units (the "Maximum Offering"). Each Purchaser shall deliver to the Company, via wire transfer, immediately available funds equal to such Purchaser's Subscription Amount as set forth on the signature page hereto executed by such Purchaser, and the Company shall deliver to each Purchaser its respective Units, as determined pursuant to Section 2.2(a), and the Company and each Purchaser shall deliver the other items set forth in Section 2.2 deliverable at the Closing. Upon satisfaction of the covenants and conditions set forth in Sections 2.2 and 2.3, the Closing shall occur at the offices of Company Counsel or such other location as the parties shall mutually agree.

(b) The Securities will be offered for sale until the earlier of (i) the closing on the Maximum Offering or (ii) February 28, 2019 (the "Termination Date"). The Securities will be sold on a "commercially reasonable efforts, all or none" basis with respect to the Minimum Offering and thereafter on a "commercially reasonable efforts" basis for up to the Maximum Offering. The Company may terminate the Offering at any time even if Securities having an aggregate purchase price equal to the Maximum Offering have not been sold.

(c) The Company may hold an initial closing ("Initial Closing") at any time after the receipt of accepted subscriptions for the Minimum Offering. After the Initial Closing, subsequent closings with respect to additional Securities may take place at any time prior to the Termination Date as determined by the Company, with respect to subscriptions accepted prior to the Termination Date (each such closing, together with the Initial Closing, being referred to as a "Closing"). The last Closing of the Offering, occurring on or prior to the Termination Date, shall be referred to as the "Final Closing". Any subscription documents or funds received after the Final Closing will be returned, without interest or deduction. In the event that no Closing occurs prior to the Termination Date, all amounts paid by any Purchaser shall be returned to such Purchaser, without interest or deduction.

2.2 Deliveries.

(a) On each Closing Date, the Company shall deliver or cause to be delivered to each applicable Purchaser the following:

(i) this Agreement duly executed by the Company;

(ii) a Note, duly executed by the Company, registered in the name of such Purchaser;

(iii) a Warrant; and

(iv) a certificate, duly executed by the Chief Executive Officer of the Company, dated as of the relevant Closing Date, confirming satisfaction of the conditions set forth in Section 2.3(b)(i) and (ii) below.

(b) On each Closing Date, each applicable Purchaser shall deliver or cause to be delivered to the Company the following:

(i) this Agreement duly executed by such Purchaser; and

(ii) payment of an amount equal to the aggregate dollar amount of the Units being purchased by such Purchaser, at a per Unit purchase price of $50,000, by wire transfer directly to the Company.

2.3 Closing Conditions.

(a) The obligations of the Company hereunder in connection with the Closing are subject to the following conditions being met:

(i) the accuracy in all material respects (or, to the extent representations or warranties are qualified by materiality or Material Adverse Effect, in all respects) when made and on the date of the Closing of the representations and warranties of each Purchaser contained herein (unless as of a specific date therein in which case they shall be accurate as of such date);

(ii) all obligations, covenants and agreements of each Purchaser required to be performed at or prior to a Closing Date shall have been performed; and

(iii) the delivery by each Purchaser of the items set forth in Section 2.2(b) of this Agreement.

(b) The obligation of the Purchasers hereunder to purchase the Units is subject to the following conditions being met:

(i) the accuracy in all material respects (or, to the extent representations or warranties are qualified by materiality or Material Adverse Effect, in all respects) when made and on the date of the applicable Closing of the representations and warranties of the Company contained herein (unless as of a specific date therein in which case they shall be accurate as of such date)

(ii) all obligations, covenants and agreements of the Company required to be performed at or prior to the Closing Date shall have been performed;

(iii) there shall have been no Material Adverse Effect with respect to the Company since the date hereof and the Company shall not be in breach of any Transaction Document;

(iv) from the date hereof to the Closing Date, trading in the Common Stock shall not have been suspended by the Commission or the Company's principal Trading Market, and, at any time from the date hereto to the Closing Date, trading in securities generally as reported by Bloomberg L.P. shall not have been suspended or limited, or minimum prices shall not have been established on securities whose trades are reported by such service, or on any Trading Market, nor shall a banking moratorium have been declared either by the United States or New York State authorities nor shall there have occurred any material outbreak or escalation of hostilities or other national or international calamity of such magnitude in its effect on, or any material adverse change in, any financial market which, in each case, makes it impracticable or inadvisable to purchase the Securities on the Closing Date;

(v) the Company shall have obtained all governmental, regulatory and third party consents and approvals, if any, necessary for the entry into the Transaction Documents and the sale of the Securities; and

(vi) the delivery by the Company of the items set forth in Section 2.2(a) of this Agreement.

ARTICLE III. REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of the Company . Except as set forth in the Disclosure Schedules, which Disclosure Schedules shall be deemed a part hereof and shall qualify any representation or otherwise made herein to the extent of the disclosure contained in the corresponding section of the Disclosure Schedules, the Company hereby makes the following representations and warranties to each Purchaser as of the date hereof:

(a) Subsidiaries. The Company owns, directly or indirectly, all of the capital stock or other equity interests of each of its Subsidiaries, free and clear of any Liens, and all of the issued and outstanding shares of capital stock of each Subsidiary are validly issued and are fully paid, non-assessable and free of preemptive and similar rights to subscribe for or purchase securities. If the Company has no Subsidiaries, all other references to the Subsidiaries in the Transaction Documents shall be disregarded.

(b) Organization and Qualification. The Company and each of the Subsidiaries is an entity duly incorporated or otherwise organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation or organization, with the requisite power and authority to own and use its properties and assets and to carry on its business as currently conducted. Neither the Company nor any Subsidiary is in violation nor default of any of the provisions of its respective certificate or articles of incorporation, bylaws or other organizational or charter documents. Each of the Company and the Subsidiaries is duly qualified to conduct business and is in good standing as a foreign corporation or other entity in each jurisdiction in which the nature of the business conducted or property owned by it makes such qualification necessary, except where the failure to be so qualified or in good standing, as the case may be, could not have or reasonably be expected to result in: (i) a material adverse effect on the legality, validity or enforceability of any Transaction Document, (ii) a material adverse effect on the results of operations, assets, business, prospects or condition (financial or otherwise) of the Company and the Subsidiaries, taken as a whole, or (iii) a material adverse effect on the Company's ability to perform in any material respect on a timely basis its obligations under any Transaction Document (any of (i), (ii) or (iii), a "Material Adverse Effect") and no Proceeding has been instituted in any such jurisdiction revoking, limiting or curtailing or seeking to revoke, limit or curtail such power and authority or qualification.

(c) Authorization; Enforcement. The Company has the requisite corporate power and authority to enter into and to consummate the transactions contemplated by this Agreement and each of the other Transaction Documents and otherwise to carry out its obligations hereunder and thereunder. The execution and delivery of this Agreement and each of the other Transaction Documents by the Company and the consummation by it of the transactions contemplated hereby and thereby have been duly authorized by all necessary action on the part of the Company and no further action is required by the Company, the Board of Directors or the Company's stockholders in connection herewith or therewith other than in connection with the Required Filings and Approvals. This Agreement and each other Transaction Document to which it is a party has been (or upon delivery will have been) duly executed by the Company and, when delivered in accordance with the terms hereof and thereof, will constitute the valid and binding obligation of the Company enforceable against the Company in accordance with its terms, except: (i) as limited by general equitable principles and applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally, (ii) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies and (iii) insofar as indemnification and contribution provisions may be limited by applicable law.

(d) No Conflicts. The execution, delivery and performance by the Company of this Agreement and each of the other Transaction Documents and the consummation by it to which it is a party, the issuance and sale of the Securities and the consummation by it of the transactions contemplated hereby and thereby do not and will not: (i) conflict with or violate any provision of the Company's or any Subsidiary's certificate or articles of incorporation, bylaws or other organizational or charter documents, (ii) conflict with, or constitute a default (or an event that with notice or lapse of time or both would become a default) under, result in the creation of any Lien upon any of the properties or assets of the Company or any Subsidiary, or give to others any rights of termination, amendment, acceleration or cancellation (with or without notice, lapse of time or both) of, any agreement, credit facility, debt or other instrument (evidencing a Company or Subsidiary debt or otherwise) or other understanding to which the Company or any Subsidiary is a party or by which any property or asset of the Company or any Subsidiary is bound or affected, or (iii) subject to the Required Filings and Approvals, conflict with or result in a violation of any law, rule, regulation, order, judgment, injunction, decree or other restriction of any court or governmental authority to which the Company or a Subsidiary is subject (including federal and state securities laws and regulations), or by which any property or asset of the Company or a Subsidiary is bound or affected; except in the case of each of clauses (ii) and (iii), such as could not have or reasonably be expected to result in a Material Adverse Effect.

(e) Filings, Consents and Approvals. The Company is not required to obtain any consent, waiver, authorization or order of, give any notice to, or make any filing or registration with, any court or other federal, state, local or other governmental authority or other Person in connection with the execution, delivery and performance by the Company of the Transaction Documents, other than: (i) the filings required pursuant to Section 4.6, (ii) the notice and/or application(s) to each applicable Trading Market for the issuance and sale of the Securities and the listing of the Underlying Securities for trading thereon in the time and manner required thereby and (iii) the filing of a Form D with the Commission and such filings as are required to be made under applicable state securities laws (collectively, the "Required Filings and Approvals").

(f) Issuance of the Securities. The issuance of the Notes and the Warrants and the Underlying Shares being issued pursuant to this Agreement have been duly authorized and, when issued and paid for in accordance with the applicable Transaction Documents, will be fully paid and nonassessable, free and clear of all liens imposed by the Company other than restrictions on transfer provided for in the Transaction Documents. The Underlying Shares, when issued in accordance with the terms of the Transaction Documents, will be validly issued, fully paid and nonassessable, free and clear of all Liens imposed by the Company other than restrictions on transfer provided for in the Transaction Documents. **The Purchasers acknowledge and agree, however, that the Company has not yet reserved the Required Minimum for issuance of the Underlying Shares.**

(g) Capitalization. The capitalization of the Company is as set forth on Schedule 3.1(g), which Schedule 3.1(g) shall also include the number of shares of Common Stock owned beneficially, and of record, by Affiliates of the Company as of the date hereof. The Company has not issued any capital stock since its most recently filed periodic report under the Exchange Act, other than pursuant to the exercise of employee stock options under the Company's stock option plans, the issuance of shares of Common Stock to employees pursuant to the Company's employee stock purchase plans and pursuant to the conversion and/or exercise of Common Stock Equivalents outstanding as of the date of the most recently filed periodic report under the Exchange Act. No Person has any right of first refusal, preemptive right, right of participation, or any similar right to participate in the transactions contemplated by the Transaction Documents. Except as a result of the purchase and sale of the Securities, there are no outstanding options, warrants, scrip rights to subscribe to, calls or commitments of any character whatsoever relating to, or securities, rights or obligations convertible into or exercisable or exchangeable for, or giving any Person any right to subscribe for or acquire any shares of Common Stock or the capital stock of any Subsidiary, or contracts, commitments, understandings or arrangements by which the Company or any Subsidiary is or may become bound to issue additional shares of Common Stock or Common Stock Equivalents or capital stock of any Subsidiary. The issuance and sale of the Securities will not obligate the Company or any Subsidiary to issue shares of Common Stock or other securities to any Person (other than the Purchasers) and will not result in a right of any holder of Company securities to adjust the exercise, conversion, exchange or reset price under any of such securities. There are no outstanding securities or instruments of the Company or any Subsidiary that contain any redemption or similar provisions, and there are no contracts, commitments, understandings or arrangements by which the Company or any Subsidiary is or may become bound to redeem a security of the Company or such Subsidiary. The company does not have any stock appreciation rights or "phantom stock" plans or any similar plan or agreement. All of the outstanding shares of capital stock of the Company are duly authorized, validly issued, fully paid and nonassessable, have been issued in compliance with all federal and state securities laws, and none of such outstanding shares was issued in violation of any preemptive rights or similar rights to subscribe for or purchase securities. No further approval or authorization of any stockholder, the Board of Directors or others is required for the issuance and sale of the Securities. There are no stockholders agreements, voting agreements or other similar agreements with respect to the Company's capital stock to which the Company is a party or, to the knowledge of the Company, between or among any of the Company's stockholders.

(h) SEC Reports; Financial Statements. The Company has filed all reports, schedules, forms, statements and other documents, required to be filed by the Company under Section 13 or 15(d) of the Exchange Act for the two years preceding the date hereof (the foregoing materials, in addition to all schedules, forms, statements and other documents filed with the Commission for the two years preceding the date hereof, including any amendments thereto, the exhibits thereto and documents incorporated by reference therein, being collectively referred to herein as the "SEC Reports") on a timely basis or has received a valid extension of such time of filing and has filed any such SEC Reports prior to the expiration of any such extension. As of their respective dates, the SEC Reports complied in all material respects with the requirements of the Securities Act and the Exchange Act, as applicable, and none of the SEC Reports, when filed, contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. The Company has never been an issuer subject to Rule 144(i) under the Securities Act. The financial statements of the Company included in the SEC Reports comply in all material respects with applicable accounting requirements and the rules and regulations of the Commission with respect thereto as in effect at the time of filing. Such financial statements have been prepared in accordance with United States generally accepted accounting principles applied on a consistent basis during the periods involved ("GAAP"), except as may be otherwise specified in such financial statements or the notes thereto and except that unaudited financial statements may not contain all footnotes required by GAAP, and fairly present in all material respects the financial position of the Company and its consolidated Subsidiaries as of and for the dates thereof and the results of operations and cash flows for the periods then ended, subject, in the case of unaudited statements, to normal, immaterial, year-end audit adjustments.

(i) Material Changes; Undisclosed Events, Liabilities or Developments. Since the date of the latest audited financial statements included within the SEC Reports, except as set forth on Schedule 3.1(i), (i) there has been no event, occurrence or development that has had or that could reasonably be expected to result in a Material Adverse Effect, (ii) the Company has not incurred any liabilities (contingent or otherwise) other than (A) trade payables and accrued expenses incurred in the ordinary course of business consistent with past practice and (B) liabilities not required to be reflected in the Company's financial statements pursuant to GAAP or disclosed in filings made with the Commission, (iii) the Company has not altered its method of accounting, (iv) the Company has not declared or made any dividend or distribution of cash or other property to its stockholders or purchased, redeemed or made any agreements to purchase or redeem any shares of its capital stock and (v) the Company has not issued any equity securities to any officer, director or Affiliate, except pursuant to existing Company stock option plans. The Company does not have pending before the Commission any request for confidential treatment of information. Except for the issuance of the Securities contemplated by this Agreement or as set forth on Schedule 3.1(i), no event, liability, fact, circumstance, occurrence or development has occurred or exists or is reasonably expected to occur or exist with respect to the Company or its Subsidiaries or their respective businesses, prospects, properties, operations, assets or financial condition that would be required to be disclosed by the Company under applicable securities laws at the time this representation is made or deemed made that has not been publicly disclosed at least 1 Trading Day prior to the date that this representation is made.

(j) Litigation. There is no action, suit, inquiry, notice of violation, proceeding or investigation pending or, to the knowledge of the Company, threatened against or affecting the Company, any Subsidiary or any of their respective properties before or by any court, arbitrator, governmental or administrative agency or regulatory authority (federal, state, county, local or foreign) (collectively, an "Action") which (i) adversely affects or challenges the legality, validity or enforceability of any of the Transaction Documents or the Securities or (ii) could, if there were an unfavorable decision, have or reasonably be expected to result in a Material Adverse Effect. Neither the Company nor any Subsidiary, nor any director or officer thereof, is or has been the subject of any Action involving a claim of violation of or liability under federal or state securities laws or a claim of breach of fiduciary duty. There has not been, and to the knowledge of the Company, there is not pending or contemplated, any investigation by the Commission involving the Company or any current or former director or officer of the Company. The Commission has not issued any stop order or other order suspending the effectiveness of any registration statement filed by the Company or any Subsidiary under the Exchange Act or the Securities Act.

(k) Transactions With Affiliates and Employees. Except as set forth in the SEC Reports, none of the officers or directors of the Company and, to the knowledge of the Company, none of the employees of the Company is presently a party to any transaction with the Company or any Subsidiary (other than for services as employees, officers and directors), including any contract, agreement or other arrangement providing for the furnishing of services to or by, providing for rental of real or personal property to or from, or otherwise requiring payments to or from any officer, director or such employee or, to the knowledge of the Company, any entity in which any officer, director, or any such employee has a substantial interest or is an officer, director, trustee or partner, in each case in excess of $120,000 other than for: (i) payment of salary or consulting fees for services rendered, (ii) reimbursement for expenses incurred on behalf of the Company, and (iii) other employee benefits, including stock option agreements under any stock option plan of the Company.

(l) Compliance. Neither the Company nor any Subsidiary: (i) is in default under or in violation of (and no event has occurred that has not been waived that, with notice or lapse of time or both, would result in a default by the Company or any Subsidiary under), nor has the Company or any Subsidiary received notice of a claim that it is in default under or that it is in violation of, any indenture, loan or credit agreement or any other agreement or instrument to which it is a party or by which it or any of its properties is bound (whether or not such default or violation has been waived), (ii) is in violation of any judgment, decree, or order of any court, arbitrator or other governmental authority or (iii) is or has been in violation of any statute, rule, ordinance or regulation of any governmental authority, including without limitation all foreign, federal, state and local laws relating to taxes, environmental protection, occupational health and safety, product quality and safety and employment and labor matters, except in each case as could not have or reasonably be expected to result in a Material Adverse Effect.

(m) Regulatory Permits. The Company and the Subsidiaries possess all certificates, authorizations and permits issued by the appropriate federal, state, local or foreign regulatory authorities necessary to conduct their respective businesses, except where the failure to possess such permits could not reasonably be expected to result in a Material Adverse Effect ("Material Permits"), and neither the Company nor any Subsidiary has received any notice of proceedings relating to the revocation or modification of any Material Permit.

(n) Title to Assets. The Company and the Subsidiaries have good and marketable title in fee simple to all real property owned by them and good and marketable title in all personal property owned by them that is material to the business of the Company and the Subsidiaries, in each case free and clear of all Liens, except for (i) Liens as do not materially affect the value of such property and do not materially interfere with the use made and proposed to be made of such property by the Company and the Subsidiaries and (ii) Liens for the payment of federal, state or other taxes, for which appropriate reserves have been made therefor in accordance with GAAP and the payment of which is neither delinquent nor subject to penalties. Any real property and facilities held under lease by the Company and the Subsidiaries are held by them under valid, subsisting and enforceable leases with which the Company and the Subsidiaries are in compliance.

(o) Intellectual Property. The Company and the Subsidiaries have, or have rights to use, all patents, patent applications, trademarks, trademark applications, service marks, trade names, trade secrets, inventions, copyrights, licenses and other intellectual property rights and similar rights as necessary or required for use in connection with their respective businesses as described in the SEC Reports and which the failure to so have could have a Material Adverse Effect (collectively, the "Intellectual Property Rights"). None of, and neither the Company nor any Subsidiary has received a notice (written or otherwise) that any of, the Intellectual Property Rights has expired, terminated or been abandoned, or is expected to expire or terminate or be abandoned, within two (2) years from the date of this Agreement. Neither the Company nor any Subsidiary has received, since the date of the latest audited financial statements included within the SEC Reports, a written notice of a claim or otherwise has any knowledge that the Intellectual Property Rights violate or infringe upon the rights of any Person, except as could not have or reasonably be expected to not have a Material Adverse Effect. To the knowledge of the Company, all such Intellectual Property Rights are enforceable and there is no existing infringement by another Person of any of the Intellectual Property Rights. The Company and its Subsidiaries have taken reasonable security measures to protect the secrecy, confidentiality and value of all of their intellectual properties, except where failure to do so could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(p) Sarbanes-Oxley; Internal Accounting Controls. Except as set forth in the SEC Reports, the Company and the Subsidiaries are in compliance with any and all applicable requirements of the Sarbanes-Oxley Act of 2002 that are effective as of the date hereof, and any and all applicable rules and regulations promulgated by the Commission thereunder that are effective as of the date hereof and as of the Closing Date. The Company and the Subsidiaries maintain a system of internal accounting controls sufficient to provide reasonable assurance that: (i) transactions are executed in accordance with management's general or specific authorizations, (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with GAAP and to maintain asset accountability, (iii) access to assets is permitted only in accordance with management's general or specific authorization, and (iv) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences. The Company and the Subsidiaries have established disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) for the Company and the Subsidiaries and designed such disclosure controls and procedures to ensure that information required to be disclosed by the Company in the reports it files or submits under the Exchange Act is recorded, processed, summarized and reported, within the time periods specified in the Commission's rules and forms. The Company's certifying officers have evaluated the effectiveness of the disclosure controls and procedures of the Company and the Subsidiaries as of the end of the period covered by the most recently filed periodic report under the Exchange Act (such date, the "Evaluation Date"). The Company presented in its most recently filed periodic report under the Exchange Act the conclusions of the certifying officers about the effectiveness of the disclosure controls and procedures based on their evaluations as of the Evaluation Date. Since the Evaluation Date, there have been no changes in the internal control over financial reporting (as such term is defined in the Exchange Act) of the Company and its Subsidiaries that have materially affected, or is reasonably likely to materially affect, the internal control over financial reporting of the Company or its Subsidiaries.

(q) Certain Fees. Except as set forth on Schedule 3.1(q), no brokerage or finder's fees or commissions are or will be payable by the Company to any broker, financial advisor or consultant, finder, placement agent, investment banker, bank or other Person with respect to the transactions contemplated by the Transaction Documents. The Purchaser shall have no obligation with respect to any fees or with respect to any claims made by or on behalf of other Persons for fees of a type contemplated in this Section that may be due in connection with the transactions contemplated by the Transaction Documents.

(r) Private Placement. Assuming the accuracy of the Purchaser's representations and warranties set forth in Section 3.2, no registration under the Securities Act is required for the offer and sale of the Units by the Company to the Purchasers as contemplated hereby. The issuance and sale of the Units hereunder does not contravene the rules and regulations of the Trading Market.

(s) Investment Company. The Company is not, and is not an Affiliate of, and immediately after receipt of payment for the Securities, will not be or be an Affiliate of, an "investment company" within the meaning of the Investment Company Act of 1940, as amended. The Company shall conduct its business in a manner so that it will not become subject to the Investment Company Act of 1940, as amended.

(t) Listing and Maintenance Requirements. Except as disclosed in the SEC Reports, the Company has not, in the 12 months preceding the date hereof, received notice from any Trading Market on which the Common Stock is or has been listed or quoted to the effect that the Company is not in compliance with the listing or maintenance requirements of such Trading Market. The Company is required to make current filings under Section 15(d) of the Exchange Act. The Common Stock is currently eligible for electronic transfer through the Depository Trust Company or another established clearing corporation and the Company is current in payment of the fees to the Depository Trust Company (or such other established clearing corporation) in connection with such electronic transfer.

(u) FDA. To the Company's knowledge, it is not in violation of the Federal Food, Drug and Cosmetic Act, as amended, and the rules and regulations thereunder, except where the violation thereof would not have a Material Adverse Effect. There is no pending, completed or, to the Company's knowledge, threatened, action (including any lawsuit, arbitration, or legal or administrative or regulatory proceeding, charge, complaint, or investigation) against the Company or any of its Subsidiaries, and none of the Company or any of its Subsidiaries has received any notice, warning letter or other communication from the U.S. Food and Drug Administration ("FDA") or any other governmental entity, which (i) contests the premarket clearance, licensure, registration, or approval of, the uses of, the distribution of, the manufacturing or packaging of, the testing of, the sale of, or the labeling and promotion of any Pharmaceutical Product, (ii) withdraws its approval of, requests the recall, suspension, or seizure of, or withdraws or orders the withdrawal of advertising or sales promotional materials relating to, any Pharmaceutical Product, (iii) imposes a clinical hold on any clinical investigation by the Company or any of its Subsidiaries, (iv) enjoins production at any facility of the Company or any of its Subsidiaries, (v) enters or proposes to enter into a consent decree of permanent injunction with the Company or any of its Subsidiaries, or (vi) otherwise alleges any violation of any laws, rules or regulations by the Company or any of its Subsidiaries, and which, either individually or in the aggregate, would have a Material Adverse Effect. The Company has not been informed by the FDA that the FDA will prohibit the marketing, sale, license or use in the United States of any product proposed to be developed, produced or marketed by the Company nor has the FDA expressed to the Company or any of its Subsidiaries any concern as to approving or clearing for marketing any product being developed or proposed to be developed by the Company. Notwithstanding the above, each Purchaser acknowledges that the Company has not obtained FDA approval of its product.

(v) Disclosure. Except with respect to (i) the material terms and conditions of the transactions contemplated by the Transaction Documents and (ii) information given to the Purchasers, if any, which the Company hereby confirms will not constitute material non-public information six months from the date hereof, the Company confirms that neither it nor any other Person acting on its behalf has provided the Purchasers or their agents or counsel with any information that it believes constitutes or might constitute material, nonpublic information. The Company understands and confirms that the Purchasers will rely on the foregoing representation in effecting transactions in securities of the Company. All disclosure furnished in writing by or on behalf of the Company to the Purchasers regarding the Company, its business and the transactions contemplated hereby, is true and correct and does not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading. The press releases disseminated by the Company during the twelve months preceding the date of this Agreement taken as a whole do not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made and when made, not misleading.

(w) No Integrated Offering. Assuming the accuracy of the Purchasers' representations and warranties set forth in Section 3.2, neither the Company, nor, to the Company's knowledge, any of its Affiliates, nor any Person acting on its or their behalf has, directly or indirectly, made any offers or sales of any security or solicited any offers to buy any security, under circumstances that would cause this offering of the Securities to be integrated with prior offerings by the Company for purposes of the Securities Act which would require the registration of any such securities under the Securities Act.

(x) Tax Status. Except for matters that would not, individually or in the aggregate, have or reasonably be expected to result in a Material Adverse Effect, the Company and its Subsidiaries each (i) has made or filed all United States federal, state and local income and all foreign income and franchise tax returns, reports and declarations required by any jurisdiction to which it is subject, (ii) has paid all taxes and other governmental assessments and charges that are material in amount, shown or determined to be due on such returns, reports and declarations, and (iii) has set aside on its books provision reasonably adequate for the payment of all material taxes for periods subsequent to the periods to which such returns, reports or declarations apply. There are no unpaid taxes in any material amount claimed to be due by the taxing authority of any jurisdiction, and the officers of the Company or of any Subsidiary know of no basis for any such claim.

(y) No General Solicitation. Neither the Company nor, to the Company's knowledge, any person acting on behalf of the Company has offered or sold any of the Securities by any form of general solicitation or general advertising. The Company has offered the Securities for sale only to the Purchaser and certain other "accredited investors" within the meaning of Rule 501 under the Securities Act.

(z) Foreign Corrupt Practices. Neither the Company nor any Subsidiary, to the knowledge of the Company or any Subsidiary, any agent or other person acting on behalf of the Company or any Subsidiary, has: (i) directly or indirectly, used any funds for unlawful contributions, gifts, entertainment or other unlawful expenses related to foreign or domestic political activity, (ii) made any unlawful payment to foreign or domestic government officials or employees or to any foreign or domestic political parties or campaigns from corporate funds, (iii) failed to disclose fully any contribution made by the Company or any Subsidiary (or made by any person acting on its behalf of which the Company is aware) which is in violation of law or (iv) violated in any material respect any provision of FCPA.

(aa) No Disagreements with Accountants and Lawyers; Outstanding SEC Comments. There are no disagreements of any kind presently existing, or reasonably anticipated by the Company to arise, between the Company and the accountants and lawyers formerly or presently employed by the Company and the Company is or immediately after the Closing Date will be current with respect to any fees owed to its accountants which could affect the Company's ability to perform any of its obligations under any of the Transaction Documents. There are no unresolved comments or inquiries received by the Company or its Affiliates from the Commission which remain unresolved as of the date hereof.

(bb) Acknowledgment Regarding Purchasers' Purchase of Securities. The Company acknowledges and agrees that each of the Purchasers is acting solely in the capacity of an arm's length purchaser with respect to the Transaction Documents and the transactions contemplated thereby. The Company further acknowledges that no Purchaser is acting as a financial advisor or fiduciary of the Company (or in any similar capacity) with respect to the Transaction Documents and the transactions contemplated thereby and any advice given by any Purchaser or any of their respective representatives or agents in connection with the Transaction Documents and the transactions contemplated thereby is merely incidental to the Purchasers' purchase of the Securities. The Company further represents to each Purchaser that the Company's decision to enter into this Agreement and the other Transaction Documents has been based solely on the independent evaluation of the transactions contemplated hereby by the Company and its representatives.

(cc) Disqualification. No executive officer, member of the Board of Directors of the Company or shareholder of the Company beneficially owning more than 10% of the Company's securities is currently subject to a Disqualifying Event. For purposes of this Agreement, "Disqualifying Event" means any conviction, order, judgment, decree, suspension, expulsion, event or other matter set out in Rule 506(d)(1)(i) through (viii) of Regulation D that is currently in effect or which occurred within the periods set out in Rule 506(d)(1)(i) through (viii).

(dd) Solvency. Based on the consolidated financial condition of the Company as of the Closing Date, after giving effect to the receipt by the Company of the proceeds from the sale of the Securities hereunder: (i) the fair saleable value of the Company's assets exceeds the amount that will be required to be paid on or in respect of the Company's existing debts and other liabilities (including known contingent liabilities) as they mature, (ii) the Company's assets do not constitute unreasonably small capital to carry on its business as now conducted and as proposed to be conducted including its capital needs taking into account the particular capital requirements of the business conducted by the Company, consolidated and projected capital requirements and capital availability thereof, and (iii) the current cash flow of the Company, together with the proceeds the Company would receive, were it to liquidate all of its assets, after taking into account all anticipated uses of the cash, would be sufficient to pay all amounts on or in respect of its liabilities when such amounts are required to be paid. The Company does not intend to incur debts beyond its ability to pay such debts as they mature (taking into account the timing and amounts of cash to be payable on or in respect of its debt). The Company has no knowledge of any facts or circumstances which lead it to believe that it will file for reorganization or liquidation under the bankruptcy or reorganization laws of any jurisdiction within one year from the Closing Date. Schedule 3.1(dd) sets forth as of the date hereof all outstanding secured and unsecured Indebtedness of the Company or any Subsidiary, or for which the Company or any Subsidiary has commitments, including the Senior Debt. For the purposes of this Agreement, "Indebtedness" means (x) any liabilities for borrowed money or amounts owed in excess of $50,000 (other than trade accounts payable incurred in the ordinary course of business), including the Senior Debt, (y) all guaranties, endorsements and other contingent obligations in respect of indebtedness of others, whether or not the same are or should be reflected in the Company's consolidated balance sheet (or the notes thereto), except guaranties by endorsement of negotiable instruments for deposit or collection or similar transactions in the ordinary course of business; and (z) the present value of any lease payments in excess of $50,000 due under leases required to be capitalized in accordance with GAAP. Neither the Company nor any Subsidiary is in default with respect to any Indebtedness.

(ee) Acknowledgment Regarding Purchaser's Trading Activity. Anything in this Agreement or elsewhere herein to the contrary notwithstanding, it is understood and acknowledged by the Company that: (i) none of the Purchasers has been asked by the Company to agree, nor has any Purchaser agreed, to desist from purchasing or selling, long and/or short, securities of the Company, or "derivative" securities based on securities issued by the Company or to hold the Securities for any specified term, (ii) past or future open market or other transactions by any Purchaser, specifically including, without limitation, Short Sales or "derivative" transactions, before or after the closing of this or future private placement transactions, may negatively impact the market price of the Company's publicly-traded securities, (iii) any Purchaser, and counter-parties in "derivative" transactions to which any such Purchaser is a party, directly or indirectly, presently may have a "short" position in the Common Stock and (iv) each Purchaser shall not be deemed to have any affiliation with or control over any arm's length counter-party in any "derivative" transaction. The Company further understands and acknowledges that (y) one or more Purchasers may engage in hedging activities at various times during the period that the Securities are outstanding, including, without limitation, during the periods that the value of the Underlying Shares deliverable with respect to Securities are being determined, and (z) such hedging activities (if any) could reduce the value of the existing stockholders' equity interests in the Company at and after the time that the hedging activities are being conducted. The Company acknowledges that such aforementioned hedging activities do not constitute a breach of any of the Transaction Documents.

(ff) Regulation M Compliance. The Company has not, and to its knowledge no one acting on its behalf has, (i) taken, directly or indirectly, any action designed to cause or to result in the stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of any of the Securities, (ii) sold, bid for, purchased, or paid any compensation for soliciting purchases of, any of the Securities, or (iii) paid or agreed to pay to any Person any compensation for soliciting another to purchase any other securities of the Company, other than, in the case of clauses (ii) and (iii), compensation paid to the Company's placement agent, if any, in connection with the placement of the Securities.

(gg) Stock Option Plans. Each stock option granted by the Company under the Company's stock option plan was granted (i) in accordance with the terms of the Company's stock option plan and (ii) with an exercise price at least equal to the fair market value of the Common Stock on the date such stock option would be considered granted under GAAP and applicable law. No stock option granted under the Company's stock option plan has been backdated. The Company has not knowingly granted, and there is no and has been no Company policy or practice to knowingly grant, stock options prior to, or otherwise knowingly coordinate the grant of stock options with, the release or other public announcement of material information regarding the Company or its Subsidiaries or their financial results or prospects.

(hh) Labor Relations. No labor dispute exists or, to the knowledge of the Company, is imminent with respect to any of the employees of the Company, which could reasonably be expected to result in a Material Adverse Effect. None of the Company's or its Subsidiaries' employees is a member of a union that relates to such employee's relationship with the Company or such Subsidiary, and neither the Company nor any of its Subsidiaries is a party to a collective bargaining agreement, and the Company and its Subsidiaries believe that their relationships with their employees are good. To the knowledge of the Company, no executive officer of the Company or any Subsidiary is, or is now expected to be, in violation of any material term of any employment contract, confidentiality, disclosure or proprietary information agreement or non-competition agreement, or any other contract or agreement or any restrictive covenant in favor of any third party, and the continued employment of each such executive officer does not subject the Company or any of its Subsidiaries to any liability with respect to any of the foregoing matters. The Company and its Subsidiaries are in compliance with all U.S. federal, state, local and foreign laws and regulations relating to employment and employment practices, terms and conditions of employment and wages and hours, except where the failure to be in compliance could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(ii) Insurance. The Company and the Subsidiaries are insured by insurers of recognized financial responsibility against such losses and risks and in such amounts as are prudent and customary in the businesses in which the Company and the Subsidiaries are engaged, including, but not limited to, directors and officers insurance coverage at least equal to the aggregate Subscription Amount. Neither the Company nor any Subsidiary has any reason to believe that it will not be able to renew its existing insurance coverage as and when such coverage expires or to obtain similar coverage from similar insurers as may be necessary to continue its business without a significant increase in cost.

(jj) Registration Rights. Except as set forth on Schedule 3.1(jj), no Person has any right to cause the Company or any Subsidiary to effect the registration under the Securities Act of any securities of the Company or any Subsidiary.

(kk) Office of Foreign Assets Control. Neither the Company nor any Subsidiary nor, to the Company's knowledge, any director, officer, agent, employee or affiliate of the Company or any Subsidiary is currently subject to any U.S. sanctions administered by the Office of Foreign Assets Control of the U.S. Treasury Department ("OFAC").

(ll) Money Laundering. The operations of the Company and its Subsidiaries are and have been conducted at all times in compliance with applicable financial record-keeping and reporting requirements of the Currency and Foreign Transactions Reporting Act of 1970, as amended, applicable money laundering statutes and applicable rules and regulations thereunder (collectively, the "Money Laundering Laws"), and no Action or Proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Company or any Subsidiary with respect to the Money Laundering Laws is pending or, to the knowledge of the Company or any Subsidiary, threatened.

3.2 Representations and Warranties of each Purchaser. Each Purchaser, for itself and for no other Purchaser, hereby represents and warrants as of the date hereof to the Company as follows:

(a) Such Purchaser is either an individual or an entity duly incorporated or formed, validly existing and in good standing under the laws of the jurisdiction of its incorporation or formation with full right, corporate, partnership, limited liability company or similar power and authority to enter into and to consummate the transactions contemplated by the Transaction Documents and otherwise to carry out its obligations hereunder and thereunder. The execution and delivery of the Transaction Documents and performance by such Purchaser of the transactions contemplated by the Transaction Documents have been duly authorized by all necessary corporate, partnership, limited liability company or similar action, as applicable, on the part of such Purchaser. Each Transaction Document to which it is a party has been duly executed by such Purchaser, and when delivered by such Purchaser in accordance with the terms hereof, will constitute the valid and legally binding obligation of such Purchaser, enforceable against it in accordance with its terms, except: (i) as limited by general equitable principles and applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally, (ii) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies and (iii) insofar as indemnification and contribution provisions may be limited by applicable law.

(b) Such Purchaser understands that the Securities are "restricted securities" and have not been registered under the Securities Act or any applicable state securities law and is acquiring the Securities as principal for its own account and not with a view to or for distributing or reselling such Securities or any part thereof in violation of the Securities Act or any applicable state securities law, has no present intention of distributing any of such Securities in violation of the Securities Act or any applicable state securities law and has no direct or indirect arrangement or understandings with any other persons to distribute or regarding the distribution of such Securities in violation of the Securities Act or any applicable state securities law (this representation and warranty not limiting such Purchaser's right to sell the Securities in compliance with applicable federal and state securities laws). Such Purchaser is acquiring the Securities hereunder in the ordinary course of its business.

(c) At the time the Purchaser was offered the Units, it was, and as of the date hereof it is, and on each date on which it exercises a Warrant or converts the Note it will be either: (i) an "accredited investor" as defined in Rule 501(a)(1), (a)(2), (a)(3), (a)(7) or (a)(8) under the Securities Act or (ii) a "qualified institutional buyer" as defined in Rule 144A(a) under the Securities Act and has truthfully and accurately completed the Investor Questionnaire attached as Exhibit A to this Agreement and will submit to the Company such further assurances of such status as may be reasonably requested by the Company.

(d) Such Purchaser, 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. Such Purchaser is able to bear the economic risk of an investment in the Securities and, at the present time, is able to afford a complete loss of such investment.

(e) Such Purchaser is not, to such Purchaser's knowledge, purchasing the Securities as a result of any advertisement, article, notice or other communication regarding the Securities published in any newspaper, magazine or similar media or broadcast over television or radio or presented at any seminar or, to the knowledge of such Purchaser, any other general solicitation or general advertisement.

(f) Such Purchaser acknowledges that it has had the opportunity to review the Transaction Documents (including all exhibits and schedules thereto) and the SEC Reports and has been afforded (i) the opportunity to ask such questions as it has deemed necessary of, and to receive answers from, representatives of the Company concerning the terms and conditions of the offering of the Securities and the merits and risks of investing in the Securities; (ii) access to information about the Company and its financial condition, results of operations, business, properties, management and prospects sufficient to enable it to evaluate its investment; and (iii) the opportunity to obtain such additional information that the Company possesses or can acquire without unreasonable effort or expense that is necessary to make an informed investment decision with respect to the investment.

(g) The Purchaser and the Purchaser's attorney, accountant, purchaser representative and/or tax advisor, if any (collectively, "Advisors"), have received and have carefully reviewed this Agreement, and each of the Agreements and all other documents requested by the Purchaser or its Advisors, if any, and understand the information contained therein, prior to the execution of this Agreement.

(h) In evaluating the suitability of an investment in the Company, the Purchaser has not relied upon any representation or other information (oral or written) other than as stated in this Agreement.

(i) The Purchaser is not relying on the Company or any of its employees or agents with respect to the legal, tax, economic and related considerations of an investment in any of the Securities and the Purchaser has relied on the advice of, or has consulted with, only its own Advisors.

(j) The Purchaser understands and agrees that purchase of the Securities involves a high degree of risk, and the Purchaser is able to afford an investment in a speculative venture having the risks and objectives of the Company. The Purchaser must bear the substantial economic risks of the investment in the Securities indefinitely because none of the Securities may be sold, hypothecated or otherwise disposed of unless subsequently registered under the Securities Act and applicable state securities laws or an exemption from such registration is available. Legends will be placed on the certificates representing Securities (including the Underlying Shares) to the effect that such securities have not been registered under the Securities Act or applicable state securities laws and appropriate notations thereof will be made in the Company's books.

(k) The Purchaser has adequate means of providing for such Purchaser's current financial needs and foreseeable contingencies and has no need for liquidity from its investment in the Securities for an indefinite period of time.

(l) No oral or written representations have been made, or oral or written information furnished, to the Purchaser or its Advisors, if any, in connection with the offering of the Securities which are in any way inconsistent with the information contained in this Agreement.

(m) Within five (5) days after receipt of a request from the Company, the Purchaser will provide such information and deliver such documents as may reasonably be necessary to comply with any and all laws and ordinances to which the Company is subject.

(n) In making an investment decision, investors must rely on their own examination of Company and the terms of the Offering, including the merits and risks involved. Investors should be aware that they will be required to bear the financial risks of this investment for an indefinite period of time.

(o) **(For ERISA plans only)** The fiduciary of the ERISA plan (the "***Plan***") represents that such fiduciary has been informed of and understands the Company's investment objectives, policies and strategies, and that the decision to invest "plan assets" (as such term is defined in ERISA) in the Company is consistent with the provisions of ERISA that require diversification of plan assets and impose other fiduciary responsibilities. The Purchaser or Plan fiduciary (a) is responsible for the decision to invest in the Company; (b) is independent of the Company and any of its affiliates; (c) is qualified to make such investment decision; and (d) in making such decision, the Purchaser or Plan fiduciary has not relied on any advice or recommendation of the Company or any of its affiliates.

(p) The Purchaser represents that (i) the Purchaser was contacted regarding the sale of the Securities by the Company or a placement agent of the Company (or another person whom the Purchaser believed to be an authorized agent or representative thereof) with whom the Purchaser had a prior substantial pre-existing relationship and (ii) it did not learn of the offering of the Securities by means of any form of general solicitation or general advertising, and in connection therewith, the Purchaser did not (A) receive or review any advertisement, article, notice or other communication published in a newspaper or magazine or similar media or broadcast over television or radio, whether closed circuit, or generally available; or (B) attend any seminar meeting or industry investor conference whose attendees were invited by any general solicitation or general advertising.

(q) The Purchaser acknowledges that if he or she is a Registered Representative of a Financial Industry Regulatory Authority ("FINRA") member firm, he or she must give such firm the notice required by the FINRA's Rules of Fair Practice, receipt of which must be acknowledged by such firm prior to an investment in the Securities.

(r) The Purchaser agrees not to issue any public statement with respect to the Transaction Documents, Purchaser's investment or proposed investment in the Company or the terms of any agreement or covenant between them and the Company without the Company's prior written consent, except such disclosures as may be required under applicable law.

(s) The Purchaser understands, acknowledges and agrees with the Company that this subscription may be rejected, in whole or in part, by the Company, in the sole and absolute discretion of the Company, at any time before any Closing notwithstanding prior receipt by the Purchaser of notice of acceptance of the Purchaser's subscription.

(t) The Purchaser acknowledges that the information contained in the Transaction Documents or otherwise made available to the Purchaser is confidential and non-public and agrees that all such information shall be kept in confidence by the Purchaser and neither used by the Purchaser for the Purchaser's personal benefit (other than in connection with this subscription) nor disclosed to any third party for any reason, notwithstanding that a Purchaser's subscription may not be accepted by the Company; provided, however, that (a) the Purchaser may disclose such information to its affiliates and advisors who may have a need for such information in connection with providing advice to the Purchaser with respect to its investment in the Company so long as such affiliates and advisors have an obligation of confidentiality, and (b) this obligation shall not apply to any such information that (i) is part of the public knowledge or literature and readily accessible at the date hereof, (ii) becomes part of the public knowledge or literature and readily accessible by publication (except as a result of a breach of this provision) or (iii) is received from third parties without an obligation of confidentiality (except third parties who disclose such information in violation of any confidentiality agreements or obligations, including, without limitation, any subscription or other similar agreement entered into with the Company).

The Company acknowledges and agrees that the representations contained in this Section 3.2 shall not modify, amend or affect such Purchaser's right to rely on the Company's representations and warranties contained in this Agreement or any representations and warranties contained in any other Transaction Document or any other document or instrument executed and/or delivered in connection with this Agreement or the consummation of the transactions contemplated hereby. Notwithstanding the foregoing, for the avoidance of doubt, nothing contained herein shall constitute a representation or warranty, or preclude any actions, with respect to locating or borrowing shares in order to effect Short Sales or similar transactions in the future.

ARTICLE IV.
OTHER AGREEMENTS OF THE PARTIES

4.1 Transfer Restrictions.

(a) The Purchasers acknowledge they understand that they may only dispose of the Securities in compliance with state and federal securities laws. In connection with any transfer of Securities other than pursuant to an effective registration statement or Rule 144, to the Company or in connection with a pledge as contemplated in Section 4.1(b), the Company may require the transferor thereof to provide to the Company an opinion of counsel selected by the transferor and reasonably acceptable to the Company, the form and substance of which opinion shall be reasonably satisfactory to the Company, to the effect that such transfer does not require registration of such transferred Securities under the Securities Act. As a condition of transfer, any such transferee shall agree in writing to be bound by the terms of this Agreement, including the representations and warranties made by each Purchaser herein, and shall have the rights of a Purchaser under this Agreement.

(b) The Purchasers agree to the imprinting, so long as is required by this Section 4.1, of a legend on any of the Securities in the following form:

THIS SECURITY HAS NOT 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. THIS SECURITY MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT WITH A REGISTERED BROKER-DEALER OR OTHER LOAN WITH A FINANCIAL INSTITUTION THAT IS AN "ACCREDITED INVESTOR" AS DEFINED IN RULE 501(a) UNDER THE SECURITIES ACT OR OTHER LOAN SECURED BY SUCH SECURITIES.

The Company acknowledges and agrees that a Purchaser may from time to time pledge pursuant to a bona fide margin agreement with a registered broker-dealer or grant a security interest in some or all of the Securities to a financial institution that is an "accredited investor" as defined in Rule 501(a) under the Securities Act and, if required under the terms of such arrangement, such Purchaser may transfer pledged or secured Securities to the pledgees or secured parties. Such a pledge or transfer would not be subject to approval of the Company and no legal opinion of legal counsel of the pledgee, secured party or pledgor shall be required in connection therewith. Further, no notice shall be required of such pledge. At the appropriate Purchaser's expense, the Company will execute and deliver such reasonable documentation as a pledgee or secured party of Securities may reasonably request in connection with a pledge or transfer of the Securities.

(c) Certificates evidencing the Underlying Shares shall not contain any legend (including the legend set forth in Section 4.1(b) hereof), (i) while a registration statement covering the resale of such security is effective under the Securities Act, (ii) following any sale of such Underlying Shares pursuant to Rule 144 (assuming cashless exercise of the Warrants), (iii) if such Underlying Shares are eligible for sale under Rule 144 (assuming cashless exercise of the Warrants), or (iv) if such legend is not required under applicable requirements of the Securities Act (including judicial interpretations and pronouncements issued by the staff of the Commission). The Company shall cause its counsel to issue a legal opinion to the Transfer Agent or the Purchaser promptly if required by the Transfer Agent to effect the removal of the legend hereunder, or if requested by a Purchaser, respectively. If all or any portion of a Warrant is exercised and/or a Note is converted at a time when there is an effective registration statement to cover the resale of the Warrant Shares and/or the Conversion Shares, as applicable, or if such Conversion Shares or Warrant Shares may be sold under Rule 144 or if such legend is not otherwise required under applicable requirements of the Securities Act (including judicial interpretations and pronouncements issued by the staff of the Commission) then such Warrant Shares and/or Conversion Shares shall be issued free of all legends. The Company agrees that following such time as such legend is no longer required under this Section 4.1(c), it will, no later than the earlier of (i) three (3) Trading Days and (ii) the number of Trading Days comprising the Standard Settlement Period (as defined below) following the delivery by a Purchaser to the Company or the Transfer Agent of a certificate representing Conversion Shares or Warrant Shares, as the case may be, issued with a restrictive legend (such third Trading Day, the "Legend Removal Date"), deliver or cause to be delivered to such Purchaser a certificate representing such shares that is free from all restrictive and other legends. The Company may not make any notation on its records or give instructions to the Transfer Agent that enlarge the restrictions on transfer set forth in this Section 4. Certificates for Securities subject to legend removal hereunder shall be transmitted by the Transfer Agent to the Purchaser by crediting the account of the Purchaser's prime broker with the Depository Trust Company System as directed by such Purchaser. As used herein, " Standard Settlement Period" means the standard settlement period, expressed in a number of Trading Days, on the Company's primary Trading Market with respect to the Common Stock as in effect on the date of delivery of a certificate representing Shares or Warrants Shares, as the case may be, issued with a restrictive legend. All costs associated with the removal of the legend in accordance with the Section shall be borne by the Company.

(d) In addition to such Purchaser's other available remedies, the Company shall pay to a Purchaser, in cash, (i) as partial liquidated damages and not as a penalty, for each $1,000 of Underlying Shares (based on the VWAP of the Common Stock on the date such Securities are submitted to the Transfer Agent) delivered for removal of the restrictive legend and subject to Section 4.1(c), $10 per Trading Day (increasing to $20 per Trading Day five (5) Trading Days after such damages have begun to accrue) for each Trading Day after the Legend Removal Date until such certificate is delivered without a legend and (ii) if the Company fails to (a) issue and deliver (or cause to be delivered) to a Purchaser by the Legend Removal Date a certificate representing the Securities so delivered to the Company by such Purchaser that is free from all restrictive and other legends and (b) if after the Legend Removal Date such Purchaser purchases (in an open market transaction or otherwise) shares of Common Stock to deliver in satisfaction of a sale by such Purchaser of all or any portion of the number of shares of Common Stock, or a sale of a number of shares of Common Stock equal to all or any portion of the number of shares of Common Stock that such Purchaser anticipated receiving from the Company without any restrictive legend, then, an amount equal to the excess of such Purchaser's total purchase price (including brokerage commissions and other out-of-pocket expenses, if any) for the shares of Common Stock so purchased (including brokerage commissions and other out-of-pocket expenses, if any) (the "Buy-In Price") over the product of (A) such number of Underlying Shares that the Company was required to deliver to such Purchaser by the Legend Removal Date multiplied by (B) the lowest closing sale price of the Common Stock on any Trading Day during the period commencing on the date of the delivery by such Purchaser to the Company of the applicable Underlying Shares (as the case may be) and ending on the date of such delivery and payment under this clause (ii).

(e) Each Purchaser, severally and not jointly with the other Purchasers, agrees with the Company that such Purchaser will sell any Securities pursuant to either the registration requirements of the Securities Act, including any applicable prospectus delivery requirements, or an exemption therefrom, and that if Securities are sold pursuant to an effective registration statement, they will be sold in compliance with the plan of distribution set forth therein, and acknowledges that the removal of the restrictive legend from certificates representing Securities as set forth in this Section 4.1 is predicated upon the Company's reliance upon this understanding.

4.2 Acknowledgment of Dilution. The Company acknowledges that the issuance of the Securities may result in dilution of the outstanding shares of Common Stock, which dilution may be substantial under certain market conditions. The Company further acknowledges that its obligations under the Transaction Documents, including, without limitation, its obligation to issue the Underlying Shares pursuant to the Transaction Documents, are, except as otherwise set forth in the Transaction Documents, unconditional and absolute and not subject to any right of set off, counterclaim, delay or reduction, regardless of the effect of any such dilution or any claim the Company may have against the Purchaser and regardless of the dilutive effect that such issuance may have on the ownership of the other stockholders of the Company.

4.3 Furnishing of Information. The Company represents and warrants to the Purchaser that the Company files reports with the Commission pursuant to Section 15(d) of the Exchange Act. The Company agrees to cause the Common Stock to be registered under Section 12(g) of the Exchange Act on or before the 60th calendar day following the date hereof. Until the earliest of the time that (i) no Purchaser owns Securities or (ii) the Warrants have expired, the Company covenants to maintain the registration of the Common Stock under Section 12(b) or 12(g) of the Exchange Act and to timely file (or obtain extensions in respect thereof and file within the applicable grace period) all reports required to be filed by the Company after the date hereof pursuant to the Exchange Act even if the Company is not then subject to the reporting requirements of the Exchange Act.

4.4 Integration. The Company shall not sell, offer for sale or solicit offers to buy or otherwise negotiate in respect of any security (as defined in Section 2 of the Securities Act) that would be integrated with the offer or sale of the Securities to the Purchaser in a manner that would require the registration under the Securities Act of the sale of the Securities to the Purchaser.

4.5 Securities Laws Disclosure; Publicity. The Company shall (a) by 9:00 a.m. (New York City time) on the Trading Day immediately following the date hereof, issue a press release disclosing the material terms of the transactions contemplated hereby, and (b) file a Current Report on Form 8-K, including the Transaction Documents as exhibits thereto, with the Commission within the time required by the Exchange Act. From and after the issuance of such press release, the Company represents to the Purchasers that it shall have publicly disclosed all material, non-public information delivered to any of the Purchasers by the Company or any of its Subsidiaries, or any of their respective officers, directors, employees or agents in connection with the transactions contemplated by the Transaction Documents. In addition, effective upon the issuance of such press release, the Company acknowledges and agrees that any and all confidentiality or similar obligations under any agreement, whether written or oral, between the Company, any of its Subsidiaries or any of their respective officers, directors, agents, employees or Affiliates on the one hand, and any of the Purchasers or any of their Affiliates on the other hand, shall terminate. The Company and each Purchaser shall consult with each other in issuing any other press releases with respect to the transactions contemplated hereby, and neither the Company nor any Purchaser shall issue any such press release nor otherwise make any such public statement without the prior consent of the Company, with respect to any press release of any Purchaser, or without the prior consent of each Purchaser, with respect to any press release of the Company, which consent shall not unreasonably be withheld or delayed, except if such disclosure is required by law, in which case the disclosing party shall promptly provide the other party with prior notice of such public statement or communication. Notwithstanding the foregoing, the Company shall not publicly disclose the name of any Purchaser, or include the name of any Purchaser in any filing with the Commission or any regulatory agency or Trading Market, without the prior written consent of such Purchaser, except: (a) as required by federal securities law in connection with the filing of final Transaction Documents with the Commission and (b) to the extent such disclosure is required by law or Trading Market regulations, in which case the Company shall provide the Purchasers with prior notice of such disclosure permitted under this clause (b).

4.6 Shareholder Rights Plan. The Company will not make or enforce any claim will be or, provide its consent to any claim by any other Person, that the Purchaser is an "Acquiring Person" under any control share acquisition, business combination, poison pill (including any distribution under a rights agreement) or similar anti-takeover plan or arrangement in effect, or that the Purchaser could be deemed to trigger the provisions of any such plan or arrangement, by virtue of receiving Securities under the Transaction Documents or any other agreement between the Company and the Purchaser.

4.7 Non-Public Information. Except with respect to the material terms and conditions of the transactions contemplated by the Transaction Documents, which shall be disclosed pursuant to Section 4.5, the Company covenants and agrees that neither it, nor any other Person acting on its behalf will provide any Purchaser or its agents or counsel with any information that constitutes, or the Company reasonably believes constitutes, material non-public information, unless prior thereto such Purchaser shall have consented to the receipt of such information and agreed with the Company to keep such information confidential. The Company understands and confirms that each Purchaser shall be relying on the foregoing covenant in effecting transactions in securities of the Company. To the extent that the Company delivers any material, non-public information to a Purchaser without such Purchaser's consent, the Company hereby covenants and agrees that such Purchaser shall not have any duty of confidentiality to the Company, any of its Subsidiaries, or any of their respective officers, directors, agents, employees or Affiliates, or a duty to the Company, any of its Subsidiaries or any of their respective officers, directors, agents, employees or Affiliates not to trade on the basis of, such material, non-public information, provided that the Purchaser shall remain subject to applicable law. To the extent that any notice provided pursuant to any Transaction Document constitutes, or contains, material, non-public information regarding the Company or any Subsidiaries, the Company shall simultaneously file such notice with the Commission pursuant to a Current Report on Form 8-K. The Company understands and confirms that each Purchaser shall be relying on the foregoing covenant in effecting transactions in securities of the Company.

4.8 Use of Proceeds. Except as set forth on Schedule 4.8 attached hereto, the Company shall use the net proceeds from the sale of the Securities hereunder for working capital purposes and shall not use such proceeds: (a) for the satisfaction of any portion of the Company's debt (other than payment of trade payables in the ordinary course of the Company's business and prior practices), (b) for the redemption of any Common Stock or Common Stock Equivalents, (c) for the settlement of any outstanding litigation, or (d) in violation of FCPA or OFAC regulations.

4.9 RESERVED

4.10 Indemnification of Purchasers. Subject to the provisions of this Section 4.10, the Company will indemnify and hold each Purchaser and its directors, officers, shareholders, members, partners, employees and agents (and any other Persons with a functionally equivalent role of a Person holding such titles notwithstanding a lack of such title or any other title), each Person who controls such Purchaser (within the meaning of Section 15 of the Securities Act and Section 20 of the Exchange Act), and the directors, officers, shareholders, agents, members, partners or employees (and any other Persons with a functionally equivalent role of a Person holding such titles notwithstanding a lack of such title or any other title) of such controlling persons (each, a "Purchaser Party") harmless from any and all losses, liabilities, obligations, claims, contingencies, damages, costs and expenses, including all judgments, amounts paid in settlements, court costs and reasonable attorneys' fees and costs of investigation that any such Purchaser Party may suffer or incur as a result of or relating to (a) any breach of any of the representations, warranties, covenants or agreements made by the Company in this Agreement or in the other Transaction Documents, or (b) any action instituted against the Purchaser Parties in any capacity, or any of them or their respective Affiliates, by any stockholder of the Company who is not an Affiliate of such Purchaser Party, with respect to any of the transactions contemplated by the Transaction Documents (unless such action is based upon a breach of such Purchaser Party's representations, warranties or covenants under the Transaction Documents or any agreements or understandings such Purchaser Party may have with any such stockholder or any violations by such Purchaser Party of state or federal securities laws or any conduct by such Purchaser Party which constitutes fraud, gross negligence, willful misconduct or malfeasance). If any action shall be brought against any Purchaser Party in respect of which indemnity may be sought pursuant to this Agreement, such Purchaser Party shall promptly notify the Company in writing, and the Company shall have the right to assume the defense thereof with counsel of its own choosing reasonably acceptable to the Purchaser Party. Any Purchaser Party shall have the right to employ separate counsel in any such action and participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of such Purchaser Party except to the extent that (i) the employment thereof has been specifically authorized by the Company in writing, (ii) the Company has failed after a reasonable period of time to assume such defense and to employ counsel or (iii) in such action there is, in the reasonable opinion of counsel, a material conflict on any material issue between the position of the Company and the position of such Purchaser Party, in which case the Company shall be responsible for the reasonable fees and expenses of no more than one such separate counsel. The Company will not be liable to any Purchaser Party under this Agreement (y) for any settlement by a Purchaser Party effected without the Company's prior written consent, which shall not be unreasonably withheld or delayed; or (z) to the extent, but only to the extent that a loss, claim, damage or liability is attributable to any Purchaser Party's breach of any of the representations, warranties, covenants or agreements made by such Purchaser Party in this Agreement or in the other Transaction Documents. The indemnification required by this Section 4.8 shall be made by periodic payments of the amount thereof during the course of the investigation or defense, as and when bills are received or are incurred. The indemnity agreements contained herein shall be in addition to any cause of action or similar right of any Purchaser Party against the Company or others and any liabilities the Company may be subject to pursuant to law.

4.11 Reservation and Listing of Securities.

(a) From and after the date that Stockholder Approval is obtained, the Company shall maintain a reserve from its duly authorized shares of Common Stock for issuance pursuant to the Transaction Documents in such amount as may then be required to fulfill its obligations in full under the Transaction Documents.

(b) If, on any date after Stockholder Approval is obtained, the number of authorized but unissued (and otherwise unreserved) shares of Common Stock is less than the Required Minimum on such date, then the Board of Directors shall use commercially reasonable efforts to amend the Company's certificate or articles of incorporation to increase the number of authorized but unissued shares of Common Stock to at least the Required Minimum at such time, as soon as possible and in any event not later than the 90th calendar day after such date.

(c) The Company shall, if applicable but only after Stockholder Approval is obtained: (i) in the time and manner required by the principal Trading Market, prepare and file with such Trading Market an additional shares listing application covering a number of shares of Common Stock at least equal to the Required Minimum on the date of such application, (ii) take all steps necessary to cause such shares of Common Stock to be approved for listing on such Trading Market as soon as possible thereafter, (iii) provide to each Purchaser evidence of such listing, and (iv) maintain the listing of such Common Stock on any date at least equal to the Required Minimum on such date on such Trading Market or another Trading Market.

4.12 Form D; Blue Sky Filings. The Company shall timely file a Form D with respect to the Securities, if it determines, in consultation with its legal counsel, that such a filing is required under Regulation D and shall provide a copy thereof, promptly upon request of any Purchaser. The Company shall take such action as the Company shall reasonably determine is necessary in order to obtain an exemption for, or to qualify the Securities for, sale to each applicable Purchaser at each Closing under applicable securities or "Blue Sky" laws of the states of the United States, and shall provide evidence of such actions promptly upon request of the Purchaser.

4.13 Promotional Stock Activities. Neither the Company, nor any of its officers, directors, affiliates or agents, have engaged in any stock promotional activity that could give rise to a complaint or inquiry by the Commission alleging (i) a violation of the anti-fraud provisions of the U.S. federal securities laws, (ii) violations of the anti-touting provisions of the U.S. federal securities laws, (iii) improper "gun-jumping" under applicable law, or (iv) improper promotion of the Company or its securities without adequate disclosure of compensation information.

4.14 Transfer Agent. The Company covenants and agrees that it will at all times while the Notes and Warrants remain outstanding maintain a duly qualified independent transfer agent.

4.15 No Short Selling. Each Purchaser shall not, either directly or indirectly through related parties, affiliates or otherwise, (i) sell "short" or "short against the box" (as those terms are generally understood) any equity security of the Company or (ii) otherwise engage in any transaction that involves hedging of the Purchaser's position in any equity security of the Company, until the Purchaser no longer owns any Securities.

4.16 Corporate Existence. So long as the Notes and/or Warrants remain outstanding, the Company shall not directly or indirectly consummate any merger, reorganization, restructuring, consolidation, sale of all or substantially all of the Company's assets or any similar transaction or related transactions, (each such transaction, an "Organizational Change") unless the Company provides the Purchasers with three (3) Trading Days written notice of such Organizational Change.

4.17 Equal Treatment of Purchasers. No consideration (including any modification of any Transaction Document) shall be offered or paid to any Person to amend or consent to a waiver or modification of any provision of any of the Transaction Documents unless the same consideration is also offered to all of the parties to the Transaction Documents. For clarification purposes, this provision constitutes a separate right granted to each Purchaser by the Company and negotiated separately by each Purchaser, and is intended for the Company to treat the Purchasers as a class and shall not in any way be construed as the Purchasers acting in concert or as a group with respect to the purchase, disposition or voting of Securities or otherwise.

4.18 Participation in Next Future Financing.

(a) With respect to the next (but only the next) issuance by the Company or any of its Subsidiaries of Common Stock or Common Stock Equivalents for cash consideration, Indebtedness or a combination of units thereof consummated after the Final Closing (the "Subsequent Financing"), each Purchaser shall have the right to participate in up to an amount of the Subsequent Financing equal to its Pro Rata Portion of the Subsequent Financing (the "Participation Maximum") on the same terms, conditions and price provided for in the Subsequent Financing.

(b) Between the time period of 4:00 pm (New York City time) and 6:00 pm (New York City time) on the Trading Day immediately prior to the Trading Day of the expected announcement of the Subsequent Financing (or, if the Trading Day of the expected announcement of the Subsequent Financing is the first Trading Day following a holiday or a weekend (including a holiday weekend), between the time period of 4:00 pm (New York City time) on the Trading Day immediately prior to such holiday or weekend and 2:00 pm (New York City time) on the day immediately prior to the Trading Day of the expected announcement of the Subsequent Financing), the Company shall deliver to each Purchaser a written notice of the Company's intention to effect the Subsequent Financing (the "Subsequent Financing Notice"), which notice shall describe in reasonable detail the proposed terms of the Subsequent Financing, the amount of proceeds intended to be raised thereunder and the Person or Persons through or with whom the Subsequent Financing is proposed to be effected and shall include a term sheet and transaction documents relating thereto as an attachment.

(c) Any Purchaser desiring to participate in the Subsequent Financing must provide written notice to the Company by 6:30 am (New York City time) on the Trading Day following the date on which the Subsequent Financing Notice is delivered to such Purchaser (the "Notice Termination Time") that such Purchaser is willing to participate in the Subsequent Financing, the amount of such Purchaser's participation, and representing and warranting that such Purchaser has such funds ready, willing, and available for investment on the terms set forth in the Subsequent Financing Notice. If the Company receives no such notice from a Purchaser as of the Notice Termination Time, such Purchaser shall be deemed to have notified the Company that it does not elect to participate in the Subsequent Financing.

(d) If, by the Notice Termination Time, notifications by the Purchasers of their willingness to participate in the Subsequent Financing (or to cause their designees to participate) is, in the aggregate, less than the total amount of the Subsequent Financing, then the Company may effect the remaining portion of the Subsequent Financing on the terms and with the Persons set forth in the Subsequent Financing Notice.

(e) If, by the Notice Termination Time, the Company receives responses to the Subsequent Financing Notice from Purchasers seeking to purchase more than the aggregate amount of the Participation Maximum, each such Purchaser shall have the right to purchase its Pro Rata Portion (as defined below) of the Participation Maximum. "Pro Rata Portion" means the ratio of (x) the Subscription Amount of Securities purchased on a Closing Date by a Purchaser participating under this Section 4.18 and (y) the sum of the aggregate Subscription Amounts of Securities purchased on a Closing Date by all Purchasers participating under this Section 4.18.

(f) The Company must provide the Purchasers with a second Subsequent Financing Notice, and the Purchasers will again have the right of participation set forth above in this Section 4.18, if the definitive agreement related to the initial Subsequent Financing Notice is not entered into for any reason on the terms set forth in the Subsequent Financing Notice within two (2) Trading Days after the date of delivery of the initial Subsequent Financing Notice.

(g) The Company and each Purchaser agree that, if any Purchaser elects to participate in the Subsequent Financing, the transaction documents related to the Subsequent Financing shall not include any term or provision whereby such Purchaser shall be required to agree to any restrictions on trading as to any of the Securities purchased hereunder or be required to consent to any amendment to or termination of, or grant any waiver, release or the like under or in connection with, this Agreement, without the prior written consent of such Purchaser. In addition, the Company and each Purchaser agree that, in connection with the Subsequent Financing, the transaction documents related to the Subsequent Financing shall include a requirement for the Company to issue a widely disseminated press release by 9:30 am (New York City time) on the Trading Day of execution of the transaction documents in the Subsequent Financing (or, if the date of execution is not a Trading Day, on the immediately following Trading Day) that discloses the material terms of the transactions contemplated by the transaction documents in the Subsequent Financing.

(h) Notwithstanding anything to the contrary in this Section 4.18 and unless otherwise agreed to by such Purchaser, the Company shall either confirm in writing to such Purchaser that the transaction with respect to the Subsequent Financing has been abandoned or shall publicly disclose its intention to issue the securities in the Subsequent Financing, in either case in such a manner such that such Purchaser will not be in possession of any material, non-public information, by 9:30 am (New York City time) on the second (2^{nd}) Trading Day following date of delivery of the Subsequent Financing Notice. If by 9:30 am (New York City time) on such second (2^{nd}) Trading Day, no public disclosure regarding a transaction with respect to the Subsequent Financing has been made, and no notice regarding the abandonment of such transaction has been received by such Purchaser, such transaction shall be deemed to have been abandoned and such Purchaser shall not be deemed to be in possession of any material, non-public information with respect to the Company or any of its Subsidiaries.

(i) Notwithstanding the foregoing, this Section 4.18 shall not apply in respect to any Exempt Issuance.

4.19 Subsequent Equity Sales. From the date hereof until such time as no Purchaser holds any of the Warrants, the Company shall be prohibited from effecting or entering into an agreement to effect any issuance by the Company or any of its Subsidiaries of Common Stock or Common Stock Equivalents (or a combination of units thereof) involving a Variable Rate Transaction. "Variable Rate Transaction" means a transaction in which the Company (a) issues or sells any debt or equity securities that are convertible into, exchangeable or exercisable for, or include the right to receive, additional shares of Common Stock either (i) at a conversion price, exercise price or exchange rate or other price that is based upon, and/or varies with, the trading prices of or quotations for the shares of Common Stock at any time after the initial issuance of such debt or equity securities or (ii) with a conversion, exercise or exchange price that is subject to being reset at some future date after the initial issuance of such debt or equity security or upon the occurrence of specified or contingent events directly or indirectly related to the business of the Company or the market for the Common Stock or (b) enters into, or effects a transaction under, any agreement, including, but not limited to, an equity line of credit, whereby the Company may issue securities at a future determined price. Any Purchaser shall be entitled to obtain injunctive relief against the Company to preclude any such issuance, which remedy shall be in addition to any right to collect damages. Notwithstanding the foregoing, this Section 4.19 shall not apply in respect to any Exempt Issuance, except that no Variable Rate Transaction shall be an Exempt Issuance.

4.20 Stockholder Approval. The Company shall use its commercially reasonable best efforts to obtain, by no later than ten (10) Business Days following the closing of the RMS Transaction, such approvals of the Company's stockholders as may be required to issue all of the shares of Common Stock issuable upon conversion or exercise of, or otherwise with respect to, the Notes and the Warrants in accordance with Nevada law and any applicable rules or regulations of the Company's principal Trading Market, either through a reverse stock split of the Common Stock or an increase in authorized capital stock of the Company (the "Stockholder Approval").

ARTICLE V.
MISCELLANEOUS

5.1 Termination. This Agreement may be terminated by the Purchasers, as to the Purchasers' obligations hereunder only and without any effect whatsoever on the obligations between the Company and the Purchaser, by written notice to the other parties, if the Closing has not been consummated on or before the Termination Date. The Company's and the Purchasers' representations and warranties shall survive the termination of this Agreement.

5.2 Fees and Expenses. Except as expressly set forth in the Transaction Documents to the contrary, each party shall pay the fees and expenses of its advisers, counsel, accountants and other experts, if any, and all other expenses incurred by such party incident to the negotiation, preparation, execution, delivery and performance of this Agreement. The Company shall pay all Transfer Agent fees (including, without limitation, any fees required for same-day processing of any instruction letter delivered by the Company and any exercise notice delivered by a Purchaser), stamp taxes and other taxes and duties levied in connection with the delivery of any Securities to the Purchasers.

5.3 Entire Agreement. The Transaction Documents, together with the exhibits and schedules thereto, contain the entire understanding of the parties with respect to the subject matter hereof and thereof and supersede all prior agreements and understandings, oral or written, with respect to such matters, which the parties acknowledge have been merged into such documents, exhibits and schedules.

5.4 Usury. To the extent it may lawfully do so, the Company hereby agrees not to insist upon or plead or in any manner whatsoever claim, and will resist any and all efforts to be compelled to take the benefit or advantage of, usury laws wherever enacted, now or at any time hereafter in force, in connection with any claim, action or proceeding that may be brought by any Purchaser in order to enforce any right or remedy under any Transaction Document. Notwithstanding any provision to the contrary contained in any Transaction Document, it is expressly agreed and provided that the total liability of the Company under the Transaction Documents for payments in the nature of interest shall not exceed the maximum lawful rate authorized under applicable law (the "Maximum Rate"), and, without limiting the foregoing, in no event shall any rate of interest or default interest, or both of them, when aggregated with any other sums in the nature of interest that the Company may be obligated to pay under the Transaction Documents exceed such Maximum Rate. It is agreed that if the maximum contract rate of interest allowed by law and applicable to the Transaction Documents is increased or decreased by statute or any official governmental action subsequent to the date hereof, the new maximum contract rate of interest allowed by law will be the Maximum Rate applicable to the Transaction Documents from the effective date thereof forward, unless such application is precluded by applicable law. If under any circumstances whatsoever, interest in excess of the Maximum Rate is paid by the Company to any Purchaser with respect to indebtedness evidenced by the Transaction Documents, such excess shall be applied by such Purchaser to the unpaid principal balance of any such indebtedness or be refunded to the Company, the manner of handling such excess to be at such Purchaser's election.

5.5 Notices. Any and all notices or other communications or deliveries required or permitted to be provided hereunder shall be in writing and shall be deemed given and effective on the earliest of: (a) the date of transmission, if such notice or communication is delivered via facsimile at the facsimile number or email attachment at the email address as set forth on the signature pages attached hereto at or prior to 5:30 p.m. (New York City time) on a Trading Day, (b) the next Trading Day after the date of transmission, if such notice or communication is delivered via facsimile at the facsimile number or email attachment at the email address as set forth on the signature pages attached hereto on a day that is not a Trading Day or later than 5:30 p.m. (New York City time) on any Trading Day, (c) the second (2^{nd}) Trading Day following the date of mailing, if sent by U.S. nationally recognized overnight courier service, or (d) upon actual receipt by the party to whom such notice is required to be given. The address for such notices and communications shall be as set forth on the signature pages attached hereto. To the extent that any notice provided pursuant to any Transaction Document constitutes, or contains material, non-public information regarding the Company or any of the Subsidiaries, the Company shall simultaneously file such notice with the Commission pursuant to a Current Report on Form 8-K.

5.6 Amendments; Waivers. No provision of this Agreement may be waived, modified, supplemented or amended except in a written instrument signed, in the case of an amendment, by the Company and Purchasers which purchased at least 50.1% in interest of the Notes based on the initial Subscription Amounts hereunder or, in the case of a waiver, by the party against whom enforcement of any such waived provision is sought, provided that if any amendment, modification or waiver disproportionately and adversely impacts a Purchaser (or group of Purchasers), the consent of such disproportionately impacted Purchaser (or group of Purchasers) shall also be required. No waiver of any default with respect to any provision, condition or requirement of this Agreement shall be deemed to be a continuing waiver in the future or a waiver of any subsequent default or a waiver of any other provision, condition or requirement hereof, nor shall any delay or omission of any party to exercise any right hereunder in any manner impair the exercise of any such right. Any proposed amendment or waiver that disproportionately, materially and adversely affects the rights and obligations of any Purchaser relative to the comparable rights and obligations of the other Purchasers shall require the prior written consent of such adversely affected Purchaser, Any amendment effected in accordance with this Section 5.6 shall be binding upon each Purchaser and holder of Securities and the Company.

5.7 Headings. The headings herein are for convenience only, do not constitute a part of this Agreement and shall not be deemed to limit or affect any of the provisions hereof.

5.8 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and permitted assigns. The Company may not assign this Agreement or any rights or obligations hereunder without the prior written consent of the Purchaser (other than by merger). The Purchaser may assign any or all of its rights under this Agreement to any Person to whom the Purchaser assigns or transfers any Securities, provided that such transfer complies with all applicable federal and state securities laws and that such transferee agrees in writing with the Company to be bound, with respect to the transferred Securities, by the provisions of the Transaction Documents that apply to the Purchaser.

5.9 No Third-Party Beneficiaries. This Agreement is intended for the benefit of the parties hereto and their respective successors and permitted assigns and is not for the benefit of, nor may any provision hereof be enforced by, any other Person, except as otherwise set forth in Section 4.10 and this Section 5.8.

5.10 Governing Law. All questions concerning the construction, validity, enforcement and interpretation of the Transaction Documents shall be governed by and construed and enforced in accordance with the internal laws of the State of New York, without regard to the principles of conflicts of law thereof. Each party agrees that all legal Proceedings concerning the interpretations, enforcement and defense of the transactions contemplated by this Agreement and any other Transaction Documents (whether brought against a party hereto or its respective affiliates, directors, officers, shareholders, partners, members, employees or agents) shall be commenced exclusively in the state and federal courts sitting in the City of New York. Each party hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in the City of New York, Borough of Manhattan for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein (including with respect to the enforcement of any of the Transaction Documents), and hereby irrevocably waives, and agrees not to assert in any Action or Proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such Action or Proceeding is improper or is an inconvenient venue for such Proceeding. Each party hereby irrevocably waives personal service of process and consents to process being served in any such Action or Proceeding 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 this 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. If any party shall commence an Action or Proceeding to enforce any provisions of the Transaction Documents, then, in addition to the obligations of the Company under Section 4.8, the prevailing party in such Action or Proceeding shall be reimbursed by the non-prevailing party for its reasonable attorneys' fees and other costs and expenses incurred with the investigation, preparation and prosecution of such Action or Proceeding.

5.11 Survival. The representations and warranties contained herein shall survive the Closing and the delivery of the Securities.

5.12 Execution. This Agreement may be executed in two or more counterparts, all of which when taken together shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party, it being understood that both parties need not sign the same counterpart. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

5.13 Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the parties hereto shall use their commercially reasonable efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term, provision, covenant or restriction. It is hereby stipulated and declared to be the intention of the parties that they would have executed the remaining terms, provisions, covenants and restrictions without including any of such that may be hereafter declared invalid, illegal, void or unenforceable.

5.14 Rescission and Withdrawal Right. Notwithstanding anything to the contrary contained in (and without limiting any similar provisions of) any of the other Transaction Documents, whenever any Purchaser exercises a right, election, demand or option under a Transaction Document and the Company does not timely perform its related obligations within the periods therein provided, then such Purchaser may rescind or withdraw, in its sole discretion from time to time upon written notice to the Company, any relevant notice, demand or election in whole or in part without prejudice to its future actions and rights; provided, however, that in the case of a rescission of an exercise of a Warrant or the conversion of the Note, as applicable, the applicable Purchaser shall be required to return any shares of Common Stock subject to any such rescinded exercise notice concurrently with the return to such Purchaser of the aggregate exercise price paid to the Company for such shares and the restoration of such Purchaser's right to acquire such shares pursuant to such Purchaser's Warrant and/or Note (including, issuance of a replacement warrant or note certificate evidencing such restored right).

5.15 Replacement of Securities. If any certificate or instrument evidencing any Securities is mutilated, lost, stolen or destroyed, the Company shall issue or cause to be issued in exchange and substitution for and upon cancellation thereof (in the case of mutilation), or in lieu of and substitution therefor, a new certificate or instrument, but only upon receipt of evidence reasonably satisfactory to the Company of such loss, theft or destruction. The applicant for a new certificate or instrument under such circumstances shall also pay any reasonable third-party costs (including customary indemnity) associated with the issuance of such replacement Securities.

5.16 Remedies. In addition to being entitled to exercise all rights provided herein or granted by law, including recovery of damages, each of the Purchasers and the Company will be entitled to specific performance under the Transaction Documents. The parties agree that monetary damages may not be adequate compensation for any loss incurred by reason of any breach of obligations contained in the Transaction Documents and hereby agrees to waive and not to assert in any action for specific performance of any such obligation the defense that a remedy at law would be adequate.

5.17 Payment Set Aside. To the extent that the Company makes a payment or payments to any Purchaser pursuant to any Transaction Document or such Purchaser enforces or exercises its rights thereunder, and such payment or payments or the proceeds of such enforcement or exercise or any part thereof are subsequently invalidated, declared to be fraudulent or preferential, set aside, recovered from, disgorged by or are required to be refunded, repaid or otherwise restored to the Company, a trustee, receiver or any other person under any law (including, without limitation, any bankruptcy law, state or federal law, common law or equitable cause of action), then to the extent of any such restoration the obligation or part thereof originally intended to be satisfied shall be revived and continued in full force and effect as if such payment had not been made or such enforcement or setoff had not occurred.

5.18 Liquidated Damages. The Company's obligations to pay any partial liquidated damages or other amounts owing under the Transaction Documents is a continuing obligation of the Company and shall not terminate until all unpaid partial liquidated damages and other amounts have been paid notwithstanding the fact that the instrument or security pursuant to which such partial liquidated damages or other amounts are due and payable shall have been canceled.

5.19 Saturdays, Sundays, Holidays, etc. If the last or appointed day for the taking of any action or the expiration of any right required or granted herein shall not be a Business Day, then such action may be taken or such right may be exercised on the next succeeding Business Day.

5.20 Construction. The parties agree that each of them and/or their respective counsel have reviewed and had an opportunity to revise the Transaction Documents and, therefore, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of the Transaction Documents or any amendments thereto. In addition, each and every reference to share prices and shares of Common Stock in any Transaction Document shall be subject to adjustment for reverse and forward stock splits, stock dividends, stock combinations and other similar transactions of the Common Stock that occur after the date of this Agreement.

5.21 WAIVER OF JURY TRIAL. IN ANY ACTION, SUIT, OR PROCEEDING IN ANY JURISDICTION BROUGHT BY ANY PARTY AGAINST ANY OTHER PARTY, THE PARTIES EACH KNOWINGLY AND INTENTIONALLY, TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, HEREBY ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY AND EXPRESSLY WAIVES FOREVER TRIAL BY JURY.

5.22 Independent Nature of Purchasers' Obligations and Rights. The obligations of each Purchaser under any Transaction Document are several and not joint with the obligations of any other Purchaser, and no Purchaser shall be responsible in any way for the performance or non-performance of the obligations of any other Purchaser under any Transaction Document. Nothing contained herein or in any other Transaction Document, and no action taken by any Purchaser pursuant hereto or thereto, shall be deemed to constitute the Purchasers as a partnership, an association, a joint venture or any other kind of entity, or create a presumption that the Purchasers are in any way acting in concert or as a group with respect to such obligations or the transactions contemplated by the Transaction Documents. Each Purchaser shall be entitled to independently protect and enforce its rights including, without limitation, the rights arising out of this Agreement or out of the other Transaction Documents, and it shall not be necessary for any other Purchaser to be joined as an additional party in any proceeding for such purpose. Each Purchaser has been represented by its own separate legal counsel in its review and negotiation of the Transaction Documents. The Company has elected to provide all Purchasers with the same terms and Transaction Documents for the convenience of the Company and not because it was required or requested to do so by any of the Purchasers. It is expressly understood and agreed that each provision contained in this Agreement and in each other Transaction Document is between the Company and a Purchaser, solely, and not between the company and the Purchasers collectively and not between and among the Purchasers.

(Signature Pages Follow)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized signatories as of the date first indicated above.

MEDOVEX CORP.

By: _____
William E. Horne,
Chief Executive Officer

Address for Notice:

3060 Royal Boulevard S., Suite 150
Alpharetta, Georgia 30022
Attn: William E. Horne
Fax: (844) 633-6839

With a copy to (which shall not constitute notice):

Block Garden & McNeill, LLP
5949 Sherry Lane, Suite 900
Dallas, Texas 75225
Attn: Warren W. Garden, Esq.
Fax: (214) 866-0991

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOR PURCHASER FOLLOWS]

[PURCHASER SIGNATURE PAGE TO AGREEMENT]

IN WITNESS WHEREOF, the undersigned have caused this Securities Purchase Agreement to be duly executed by their respective authorized signatories as of the date first indicated above.

Name of Purchaser: _____

Signature of Authorized Signatory of Purchaser: _____

Name of Authorized Signatory: _____

Title of Authorized Signatory: _____

Email Address of Authorized Signatory: _____

Facsimile Number of Authorized Signatory: _____

Address for Notice to Purchaser:

Address for Delivery of Securities to Purchaser (if not same as address for notice):

Subscription Amount: $ _____

Units: _____

Principal Amount of Note: _____

Warrant Shares: _____

EIN Number: _____

[SIGNATURE PAGES CONTINUE]

EXHIBIT A

FORM OF INVESTOR QUESTIONNAIRE

MEDOVEX CORP.

For Individual Investors Only

(All individual investors must *INITIAL* where appropriate. Where there are joint investors both parties must *INITIAL*):

Initial _____ I certify that I have a "net worth" of at least $1 million either individually or through aggregating my individual holdings and those in which I have a joint, community property or other similar shared ownership interest with my spouse. For purposes of calculating net worth under this paragraph, (i) the primary residence shall not be included as an asset, (ii) to the extent that the indebtedness that is secured by the primary residence is in excess of the fair market value of the primary residence, the excess amount shall be included as a liability, and (iii) if the amount of outstanding indebtedness that is secured by the primary residence exceeds the amount outstanding 60 days prior to the execution of this Subscription Agreement, other than as a result of the acquisition of the primary residence, the amount of such excess shall be included as a liability.

Initial _____ I certify that I have had an annual gross income for the past two years of at least $200,000 (or $300,000 jointly with my spouse) and expect my income (or joint income, as appropriate) to reach the same level in the current year.

For Non-Individual Investors

(all Non-Individual Investors must *INITIAL* where appropriate):

Initial _____ The undersigned certifies that it is a partnership, corporation, limited liability company or business trust that is 100% owned by persons who meet either of the criteria for Individual Investors, above.

Initial _____ The undersigned certifies that it is a partnership, corporation, limited liability company or business trust that has total assets of at least $5 million and was not formed for the purpose of investing in Company.

Initial _____ The undersigned certifies that it is an employee benefit plan whose investment decision is made by a plan fiduciary (as defined in ERISA §3(21)) that is a bank, savings and loan association, insurance company or registered investment adviser.

Initial _____ The undersigned certifies that it is an employee benefit plan whose total assets exceed $5,000,000 as of the date of the Agreement.

Initial _____ The undersigned certifies that it is a self-directed employee benefit plan whose investment decisions are made solely by persons who meet either of the criteria for Individual Investors, above.

Initial _____ The undersigned certifies that it is a U.S. bank, U.S. savings and loan association or other similar U.S. institution acting in its individual or fiduciary capacity.

Initial _____ The undersigned certifies that it is a broker-dealer registered pursuant to §15 of the Securities Exchange Act of 1934, as amended.

Initial _____ The undersigned certifies that it is an organization described in §501(c)(3) of the Internal Revenue Code with total assets exceeding $5,000,000 and not formed for the specific purpose of investing in Company.

Initial _____ The undersigned certifies that it is a trust with total assets of at least $5,000,000, not formed for the specific purpose o f investing in Company, and whose purchase is directed by a person with such knowledge and experience in financial and business matters that he is capable of evaluating the merits and risks of the prospective investment.

Initial _____ The undersigned certifies that it is a plan established and maintained by a state or its political subdivisions, or any agency or instrumentality thereof, for the benefit of its employees, and which has total assets in excess of $5,000,000.

Initial _____ The undersigned certifies that it is an insurance company as defined in §2(a)(13) of the Securities Act of 1933, as amended, or a registered investment company.

For wiring funds directly to the Company, use the following instructions:

Bank Name:	State Bank & Trust Company 4219 Forsyth Road Macon, Georgia 31208
Acct. Name:	Medovex Corp.
ABA Number:	061104123
Acct. Number:	1000101475
FBO:	[*Investor Name*] [*Social Security Number/FEIN*] [*Address*]

Medovex Corporation Closes Acquisition of Pulmonary Biomedical Services and Patient Delivery Platform of Regenerative Medicine Solutions, LLC

Alpharetta, GA – January 14, 2018 – Medovex Corporation (OTCQB: MDVX) ("Medovex" or the "Company") today announced that it has closed the acquisition of substantially all of the assets of Regenerative Medicine Solutions, LLC ("RMS"). RMS is a Tampa, Florida-based pulmonary biomedical services and patient delivery platform that manages and operates Lung Health Institute, a leader in regenerative medicine specializing in cellular therapies to treat chronic obstructive pulmonary disease (COPD) and other chronic lung diseases.

Announced in October, the acquisition is the latest for Medovex, which is committed to acquiring and developing groundbreaking medical technology products and services to improve quality of life for patients. The Company will be led by William "Bill" Horne, who was recently appointed as Medovex's CEO and was formerly a founder and CEO of Laser Spine Institute ("LSI").

"With the successful closing now behind us, I look forward to partnering with the RMS executive team to integrate the two organizations, following a proven model of growth and profitability," said Horne. "Together, we intend to enhance our strategic initiatives with the Denervex device, as well as advancing a platform that identifies, builds and delivers cutting-edge healthcare solutions to address the evolving needs of patients, focusing on the respiratory care industry, where we believe there is currently a great need for innovation. We will communicate specific details on new management appointments, board members and corporate rebranding initiatives with our shareholders in the near term."

This asset acquisition allows Medovex to strategically expand its services across the country, leveraging RMS's presence in Tampa, Scottsdale, Dallas, Pittsburgh, and Nashville, where it provides management services through its subsidiaries to five medical clinics that were among the first cellular therapy providers to earn accreditation by The Joint Commission, widely considered the gold standard of quality patient care. The acquisition also marks a significant milestone for the continued investment and development in respiratory care. Although sixteen million Americans are living with COPD, and millions of others who do not know they have it, there are limited options for those patients that have stopped responding to conventional treatments. As a result, the disease is the third leading cause of death in the U.S.

Offering a variety of innovative programs and services including cellular therapy and its Anti-Inflammatory Initiative^{TM}, Lung Health Institute has helped thousands of people with chronic lung disease improve their quality of life, and continues to advance its treatments through clinical research. Recently, the results of its most extensive study to date, evaluating more than 2,500 patients with chronic lung disease, were presented at the Mayo Clinic Symposium for Regenerative Medicine and Surgery and demonstrated significant improvement in both pulmonary lung function and quality of life after just three months with sustained results at the six and twelve-month mark.

Horne stated, "The treatment protocols we acquired include 'minimally manipulated' cell therapies, and the data from these treatments clearly demonstrate patient safety and benefit, We intend to continue to provide these treatments to address this unmet need and have peer-reviewed real-world data and publications summarizing the clinical experience to date. We furthermore will leverage the largest clinical experience with cytotherapy in COPD to develop next-generation proprietary cell therapy platforms in the space of respiratory diseases that will undergo FDA IND approval process." To this end, as we continue with the current therapeutic approach in COPD, we will strive to enhance our position in this space in 2019 through the establishment of clinically tested next-generation platforms.

Details of the transaction may be found in a Form 8-K filed with the Securities and Exchange Commission.

About Medovex

Medovex was formed to acquire and develop a diversified portfolio of medical technology products and services with ground-breaking and disruptive characteristics. Its focus is to significantly improve the quality of life by focusing on patient outcomes. The Company's first product, the DenerveX System, is intended to provide long-lasting relief from pain associated with facet joint syndrome. For more information on Medovex Corporation, please visit www.medovex.com.

About Regenerative Medicine Solutions

Regenerative Medicine Solutions, LLC (RMS) is a biomedical services company to develop and implement advanced innovative treatment options in regenerative medicine to treat an array of debilitating medical conditions. In addition, the company is the operator and manager of the Lung Health Institute. Committed to an individualized patient-centric approach, RMS consistently provides oversight and management of the highest quality of care while producing positive outcomes. By applying modern-day best practices to the growing field of regenerative medicine, RMS is changing lives. For more information on the impact of Regenerative Medicine Solutions, LLC, please visit www.thelunghealthinstitute.com.

About Lung Health Institute

Lung Health Institute leads the industry in regenerative medicine and is among the first cellular therapy providers accredited by The Joint Commission, widely considered the gold standard of quality patient care. Our exclusive focus on and multidisciplinary approach to lung disease yields expert care for every patient, even when conventional treatment isn't effective or stops working. Offering a variety of programs and services including the Anti-Inflammatory Initiative and cellular therapy in several locations across the United States, Lung Health Institute has helped thousands of people with chronic lung disease improve their quality of life and Breathe Easier™. For more information, visit www.thelunghealthinstitute.com.

Safe Harbor Statement

Certain statements in this press release constitute "forward-looking statements" within the meaning of the federal securities laws. Words such as "may," "might," "will," "should," "believe," "expect," "anticipate," "estimate," "continue," "predict," "forecast," "project," "plan," "intend" or similar expressions, or statements regarding intent, belief, or current expectations, are forward-looking statements. While the Company believes these forward-looking statements are reasonable, undue reliance should not be placed on any such forward-looking statements, which are based on information available to us on the date of this release. These forward-looking statements are based upon current estimates and assumptions and are subject to various risks and uncertainties, including without limitation those outlined in the Company's filings with the Securities and Exchange Commission (the "SEC"), not limited to Risk Factors relating to its business contained therein. Thus, actual results could be materially different. The Company expressly disclaims any obligation to update or alter statements whether as a result of new information, future events or otherwise, except as required by law.

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