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**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): **April 23, 2018**

**BIOTECH PRODUCTS SERVICES AND RESEARCH, INC.**

(Exact name of registrant as specified in its charter)

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**Nevada**

(State or other jurisdiction  
of incorporation)

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**000-55008**

(Commission  
File Number)

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**47-4180540**

(IRS Employer  
Identification No.)

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**4045 Sheridan Avenue, Suite 239  
Miami, FL**

(Address of principal executive offices)

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**33140**

(Zip Code)

Registrant's telephone number, including area code: **(888) 963-7881**

N/A

(Former name or former address, if changed since last report)

*With a copy to:*

Richard C. Fox, Esq.  
Fox Law Offices, P.A.  
561 NE Zebrina Senda  
Jensen Beach, FL 34957  
T: 772.225.6435  
[rickfoxesq@gmail.com](mailto:rickfoxesq@gmail.com)

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 (see General Instruction A.2. below):

- 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))
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### Item 1.01 Entry into a Material Definitive Agreement.

On April 23, 2018, Biotech Products Services and Research, Inc., a Nevada corporation (the “ **Company** ”), and Management and Business Associates, LLC, a Florida limited liability company (“ **MBA** ”), executed a Plan and Agreement of Reorganization (the “ **Reorganization Plan** ”) whereby the Company agreed to issue to MBA an aggregate of 222,425,073 shares of common stock, par value \$0.001 per share (the “ **Common Stock** ”), of the Company, representing 51% of the outstanding shares of Common Stock of the Company on fully-diluted basis, for \$0.001 per share (or an aggregate of \$222,425), to be paid for from the Company’s capital surplus, in consideration for MBA’s founder and Chief Executive Officer, Mr. Manuel Iglesias’, agreement to serve as the Company’s Chief Executive Officer and a member of the Board of the Company. The Reorganization Plan was retroactive as of April 13, 2018 (“ **Effective Date** ”).

Prior to the execution and effectiveness of the Reorganization Plan, Mr. Iglesias moved from his position as Chief Executive Officer to a position as Co-Chairman of the Board of Hygea Holdings Corp., a Florida corporation (“ **Hygea** ”), a diversified healthcare holding company that owns physician practices, ancillary services companies (e.g., pharmacies, therapies and diagnostic facilities), independent physician associations (IPAs), and other medical service entities that provide seamless care to commercial, Medicare and Medicaid patients. As the newly appointed Chief Executive Officer of the Company, Mr. Iglesias intends to bring his extensive industry experience and relationships to attract capital and industry leaders to the Company as the Company seeks to stabilize, expand and grow the business into becoming a leading supplier of services, products and therapies for the regenerative health care sector, including expansion into the rapidly growing wellness sector, and to pursue clinical studies and certifications for specific disease states using the expedited FDA program for regulatory approval for regenerative medicine advance therapies (“**RMAT**”).

Under the terms of the Reorganization Plan, as of the Effective Date:

1. Mr. Iglesias replaced Albert Mitrani as Chief Executive Officer of the Company.
2. Manual Iglesias and Richard Fox were appointed as members to the Board of Directors of the Company.
3. Ian Bothwell and Maria Mitrani resigned from the Board of Directors of the Company.
4. Albert Mitrani, Ian Bothwell and Maria Mitrani each agreed to terminate their respective employment agreements in favor of new employment agreements (“ **New Employment Agreements** ”). In connection with the New Employment Agreements, Mr. Mitrani will serve as the Company’s President, Ian Bothwell will remain Chief Financial Officer and Maria Mitrani will remain Chief Science Officer of the Company.
5. Albert Mitrani, Ian Bothwell and Maria Mitrani each agreed to the cancellation of their 100 shares of the Company’s Series A Preferred Stock which had 80% voting control on generally all matters voted upon by the stockholders. In addition, the Company agreed that it would cancel the Certificates of Designation for the Company’s Series A Preferred Stock and Series B Preferred Stock.
6. The Company agreed to terminate Sections 4.08(c) and 4.08(d) of the Company’s Second Amended and Restated By-Laws which had required supermajority approval of the Board for certain corporate actions.
7. Ian Bothwell and Maria Mitrani exercised, on a cashless basis, all of their warrants for 48,624,561 and 21,757,895, respectively, shares of Common Stock of the Company based on the exercise price of \$0.001 and the closing price of the Company’s Common Stock on the Effective Date.
8. Ian Bothwell and Maria Mitrani were granted an additional 4,675,439 and 2,092,105, respectively, shares of Common Stock of the Company, respectively.
9. Albert Mitrani, Ian Bothwell and Maria Mitrani each agreed to release the Company for all amounts owing to them for unpaid salaries through the Effective Date and advances and/or expenses incurred prior to December 31, 2017.

As a result of the above transactions, MBA has a controlling interest in the voting and equity interests of the Company.

**Item 3.02 Unregistered Sales of Equity Securities.**

On April 23, 2018, in connection with the Reorganization Plan described under Item 1.01 of this Form 8-K, the Company issued MBA an aggregate of 222,425,073 shares of Common Stock of the Company, representing a 51% fully diluted equity interest in the Company at a price of \$0.001 per share (\$222,425), to be paid for from the Company's capital surplus.

Effective April 13, 2018 in connection with the Reorganization Plan described under Item 1.01 of this Form 8-K, Ian Bothwell and Maria Mitrani each agreed to exercise on a cashless basis 53,300,000 warrants and 23,850,000 warrants, respectively, to purchase shares of Common Stock of the Company based on the exercise price of \$0.001 and the closing price of the Company's Common Stock on the Effective Date of \$0.0124. As a result of the cashless exercises, Ian Bothwell and Maria Mitrani received 48,624,561 and 21,757,895 shares of Common Stock of the Company, respectively.

On April 23, 2018, in connection with the Reorganization Plan described under Item 1.01 of this Form 8-K, the Company issued an aggregate of 4,675,439 shares of Common Stock to Ian Bothwell and 2,092,105 shares of Common Stock to Maria Mitrani.

The Company issued the foregoing securities under the exemption from the registration requirements of the Securities Act of 1933, as amended (" **Securities Act** "), available under Section 4(a)(2) due to the fact that they were isolated transactions and did not involve a public offering of securities.

**Item 5.01 Changes in Control of Registrant.**

On April 23, 2018, in connection with the Reorganization Plan described under Item 1.01 of this Form 8-K, the Company issued MBA an aggregate of 222,425,073 shares of Common Stock of the Company, representing a 51% fully diluted equity interest in the Company at a price of \$0.001 per share (\$222,425), to be paid for from the Company's capital surplus.

The foregoing issuance resulted in a change in control of the Company.

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

In connection with the Reorganization Plan described under Item 1.01 of this Form 8-K, the Company appointed Manual Iglesias as the Chief Executive Officer of the Company, effective April 13, 2018. In addition, Mr. Iglesias and Mr. Richard Fox were appointed to serve as members of the Board of Directors of the Company, effective April 13, 2018, for a period of one year, or until the next annual stockholders' meeting where their successor is elected and qualified, or their earlier removal.

### ***Business Experience***

Manual E. Iglesias (age 63) was elected Chief Executive Officer and member of the Board of Directors of the Company effective April 13, 2018. In 2007, Mr. Iglesias founded Hygea Holdings Corp. and up until April 2018, served as its Chief Executive Officer. From 1988 to 2007, Mr. Iglesias served as the Chairman of the Board of Directors of Management and Business Associates, LLC, a management company based in Coral Gables, FL. He earned an MBA and JD from the University of Chicago in 1981 and 1979, respectively, and a B.S. in International Affairs from Georgetown University in 1976.

Richard C. Fox (age 83) was appointed as a member of the Board of Directors of the Company effective April 13, 2018. Mr. Fox has been engaged in the practice of law since 1961, with occasional breaks when he has served as a corporate officer. Since 1997 Mr. Fox has practiced as the principal of Fox Law Offices, P.A., with a practice focused on corporate, securities and business law. He is a retired member of the Pennsylvania Bar and an active member of the Florida Bar and is a graduate of the University of Chicago Law School (J.D. 1961).

### ***Resignations of Messrs. A. Mitrani, Bothwell and M. Mitrani***

In addition, in connection with the Reorganization Plan described under Item 1.01 of this Form 8-K, as of the Effective Date:

- Manual Iglesias replaced Albert Mitrani as the Chief Executive Officer of the Company;
- Ian Bothwell resigned from the Board of Directors of the Company; and
- Maria Mitrani resigned from the Board of Directors of the Company.

### ***Albert Mitrani and Ian Bothwell and Maria Mitrani Employment Agreement Terminations and Release Agreements***

Effective April 13, 2018, in connection with Reorganization Plan described under Item 1.01 of this Form 8-K, Albert Mitrani, Ian Bothwell, and Maria Mitrani, each agreed to terminate their respective employment agreements, dated November 4, 2016, as amended, in favor of New Employment Agreements under the terms described below. In addition, in connection with the termination of the aforementioned agreements, Albert Mitrani, Ian Bothwell and Maria Mitrani each agreed to release the Company for all amounts owing to them for unpaid salaries through the Effective Date and advances and/or expenses incurred prior to December 31, 2017.

### ***Material Plans, Contracts or Arrangements***

On April 23, 2018, the Company entered into new employment agreements, effective as of April 13, 2018 (the “**New Employment Agreements**”), with each of Albert Mitrani, Ian Bothwell and Maria Mitrani (each, an “**Executive**”). A form copy of the New Employment Agreement is filed as an exhibit to this Form 8-K and incorporated by reference herein.

Pursuant to the Albert Mitrani’s New Employment Agreement, Mr. Mitrani shall serve as the Company’s President. Mr. Mitrani’s base annual salary is \$162,500, which shall accrue commencing Effective Date and shall be payable in equal semi-monthly installments, commencing May 1, 2018, in arrears. The base salary shall be reviewed at least annually by the Board and the Board may, but shall not be required to, increase the base salary during the Employment Term.

Pursuant to Ian Bothwell’s New Employment Agreement, Mr. Bothwell shall continue to serve as the Company’s Chief Financial Officer. Mr. Bothwell’s base annual salary is \$125,000, which shall accrue commencing Effective Date and shall be payable in equal semi-monthly installments, commencing May 1, 2018, in arrears. The base salary shall be reviewed at least annually by the Board and the Board may, but shall not be required to, increase the base salary during the Employment Term.

Pursuant to Maria Mitrani's New Employment Agreement, Dr. Mitrani shall continue serving as the Company's Chief Science Officer. Dr. Mitrani's base annual salary is \$162,500, which shall accrue commencing Effective Date and shall be payable in equal semi-monthly installments, commencing May 1, 2018, in arrears. The base salary shall be reviewed at least annually by the Board and the Board may, but shall not be required to, increase the base salary during the Employment Term.

#### Term

The term of each New Employment Agreement commences as of the Effective Date and continues until December 31, 2020 or December 31, 2023 (" **Initial Term** "), unless terminated earlier pursuant to the terms of the New Employment Agreement; *provided that* , on such expiration of the Initial Term, and each annual anniversary thereafter (such date and each annual anniversary thereof, a " **Renewal Date** "), the agreement shall be deemed to be automatically extended, upon the same terms and conditions, for successive periods of one year, unless either party provides written notice of its intention not to extend the term of the Agreement at least 90 days' prior to the applicable Renewal Date. The period during which the Executive is employed by the Company hereunder is hereinafter referred to as the " **Employment Term** ."

#### Unpaid Advances

All unpaid advances by the Executive to the Company prior to January 1, 2018 and all unreimbursed expenses of Executive incurred prior to January 1, 2018 are forgiven and shall be written off by Executive. The Company shall repay the unpaid advances subsequent to December 31, 2017 and the unreimbursed expenses incurred subsequent to December 31, 2017 on May 15, 2018.

#### Fringe Benefits and Perquisites

During the Employment Term, each Executive shall be entitled to fringe benefits and perquisites consistent with the practices of the Company, and to the extent the Company provides similar benefits or perquisites (or both) to similarly situated executives of the Company.

#### Termination

The Company may terminate the New Employment Agreement at any time for good cause, as defined in the New Employment Agreement, including, the Executive's death, disability, Executive's willful and intentional failure or refusal to follow reasonable instructions of the Company's Board of Directors, reasonable and material policies, standards and regulations of the Company's Board of Directors or management.

#### **Item 8.01 Other Events.**

Prior to the closing of the Reorganization Plan described under Item 1.01 of this Form 8-K, and since the announcement of the sale of the Company's laboratory facilities in February 2018, including the departure of several key executives, the Company has been unsuccessful in generating sufficient revenues, and as a result, has had a lack of working capital to meet current operating costs, hiring of additional sales personnel, pay past due accounts payable obligations to its vendors and professionals, pay past due and/or current salaries to its remaining management or fund potential growth opportunities.

The Company's quarterly and annual financial statements for the year ended October 31, 2016 and thereafter have been qualified by its independent registered public accountants due to a question about its ability to generate sufficient cash to meet its financial obligations. From time to time, the Company has raised additional capital through the sale of securities in private offerings exempt from registration under to Section 4(a)(2) of the Securities Act. However, these amounts have never been sufficiently large to ensure the financial stability of the Company. As a result, the Company has not been able to maintain sufficient capital to fund (1) its ongoing operations, (2) pay salaries to management, (3) pay past due accounts payables and/or (4) fund growth opportunities. The Company does not have any significant assets that could be pledged as collateral in connection with debt and/or equity financings. In addition, the Company does not have the money necessary to have its consolidated financial statements for the year ended October 31, 2017 audited by its independent registered public accountants or its unaudited consolidated financial statements for the quarter ended January 31, 2018 reviewed by its independent registered public accountants and prepare and file the Annual Report and Quarterly Report on Form 10-K and Form 10-Q for the year ended October 31, 2017 and the quarter ended January 31, 2018, respectively. As a result, the Company is not currently in compliance with its reporting obligations under Section 13(a) of the Securities Exchange Act of 1934, as amended. This delinquency in compliance is also a hindrance in securing additional debt and/or equity financings.

As reported in the Company's last report on form 10-Q filed with the SEC for the quarter ended July 31, 2017, the Company incurred a net loss of \$8,124,079 for the nine months ended July 31, 2017. In addition, the Company had an accumulated deficit of \$10,153,368 and a negative working capital position of \$2,707,416 at July 31, 2017.

As a result of its financial condition and the inability to identify additional sources of capital for Company and its subsidiaries, the Company made the decision to enter into the Reorganization Plan with MBA to obtain the services of MBA's founder and Chief Executive Officer, Manuel Iglesias, as the Company's Chief Executive Officer and member of the Board of the Company.

#### **Item 9.01 Financial Statements and Exhibits.**

<b>Exhibit No.:</b>	<b>Document Description:</b>
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2.1	<a href="#"><u>Plan and Agreement of Reorganization, dated April 23, 2018, between Management and Business Associates, LLC and Biotech Products Services and Research, Inc.</u></a>
10.1	<a href="#"><u>Form Of Employment Agreement.</u></a>

**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.

**BIOTECH PRODUCTS SERVICES AND RESEARCH, INC.**

Dated: April 26, 2018

By: */s/ Manuel Iglesias*

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Manuel Iglesias

Chief Executive Officer

(Principal Executive Officer)

## PLAN AND AGREEMENT OF REORGANIZATION

**THIS PLAN AND AGREEMENT OF REORGANIZATION** , made this \_\_\_\_ day of April, 2018 by and among:

**MANAGEMENT AND BUSINESS ASSOCIATES , LLC** , a Florida limited liability company with its principal offices located at c/o Kleinfeld Legal Advisors PA, 801 NE 167<sup>th</sup> Street, Suite 306, N. Miami Beach, Florida 33162 (hereinafter “MBA”)

**AND**

**BIOTECH PRODUCTS SERVICES AND RESEARCH, INC.** , a Nevada corporation with its principal offices located at 515 North Shore Drive, Miami Beach, Florida 33141 (hereinafter “Biotech”) and the undersigned individuals comprising directors, officers, management and shareholders of Biotech (hereinafter specifically named or referred to as “Shareholders”)

WITNESSETH THAT:

WHEREAS, Biotech, a publicly-trading company filing reports with the Securities and Exchange Commission (although currently delinquent), is primarily engaged in the business of developing stem cell products and marketing, selling, and distributing such products;

WHEREAS, Biotech lacks the financial resources to carry out its business plan and as currently structured has been unable to, and is unlikely to, attract the necessary capital;

WHEREAS, MBA was organized to provide business management advice, guidance, and management services and has proven management with the experience and background likely to attract capital for its enterprises;

WHEREAS, Biotech has approached MBA with a view to securing MBA’s management services to reorganize itself and to restructure itself to attract the necessary capital;

WHEREAS, Biotech and MBA have negotiated, have reached certain understandings, and desire a written Plan and Agreement of Reorganization to formalize and evidence their understandings;

NOW, THEREFORE, intending to be legally bound, the parties have agreed, and do hereby agree, as follows:

1. (a) On the terms and subject to the conditions of this Plan and Agreement of Reorganization, intended to be a tax exempt structural reorganization under IRC Section 368(a)(1)(E), assuming compliance with the conditions precedent in Paragraph 2 following, at and effective as of the Closing, Biotech shall sell and issue to MBA that number of shares of its Common Stock equal to fifty-one percent (51%) of the total number of shares to be issued and outstanding on a fully-diluted basis including such new issuance; *i.e.* , all previously issued and outstanding shares as of the calculation shall equal forty-nine percent (49%). In the event that post-Closing it is determined that the number of Shares calculated and unissued was insufficient, on a fully diluted basis, to equal 51%, additional shares shall be issued to cover the shortfall.

(b) The issuance price for such Shares shall be the par value thereof; *i.e.* , \$.001. To pay such par value on the issuance of the Shares, Biotech shall transfer sufficient funds from capital surplus (additional paid-in capital). When issued, the shares shall be duly authorized, validly issued, fully paid and non-assessable. Biotech represents and warrants that as of the Closing such Shares shall represent fifty-one percent (51%) of the issued and outstanding shares (“Shares”) of Biotech’s common stock calculated on a fully-diluted basis, with no shares of Biotech’s Series A or Series B preferred stock being issued and outstanding, and that such Shares shall represent control of Biotech.

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(c) The Shares which MBA shall purchase are being acquired for investment purposes, solely for MBA's own account and not on behalf of any other persons, and not with a view to, or for, the resale or distribution thereof. Notwithstanding, MBA shall have authority to divide the shares, in its discretion, with its management, officers, directors and members. The certificate(s) for the Shares shall bear the standard securities law legend restrictions and Biotech shall issue "Stop Transfer" orders to its stock transfer agent.

2. (a) At the Closing, the holders of the Biotech Series A preferred stock, Albert Mitrani, Maria Mitrani and Ian Bothwell, signatories hereto, shall deliver to Biotech their Series A stock certificates, representing all 300 shares of such Series currently issued and outstanding, marked "CANCELLED" across the face thereof. Such holders, signatories hereto, authorize Biotech to take all steps to terminate and delete the designation for the Series A preferred stock, returning such shares to the status of authorized and undesignated preferred stock. (Biotech shall demonstrate to MBA the cancelled Series A certificate previously held by Dr. Bruce Werber so as to account for all 400 shares previously issued and outstanding.)

(b) At the Closing, Biotech shall demonstrate to MBA the cancelled Series B certificate(s) previously held by Albert Martini so as to account for all 1,000,000 shares previously issued and outstanding. Alternatively, Albert Mitrani, the former holder of the Series B preferred stock shall deliver to Biotech his share certificate(s) for the Series B preferred stock, marked "CANCELLED" across the face thereof. Mr. Mitrani, signatory hereto, authorizes Biotech to take all steps to terminate and delete the designation for the Series B preferred stock, returning such shares to the status of authorized and undesignated preferred stock.

(c) At the Closing, Ian Bothwell and Maria Mitrani shall, first, elect Manuel E. Iglesias and his nominee to the Biotech Board of Directors and, second, submit their resignations, effective as of Closing, as directors of Biotech. Both Maria Mitrani and Ian Bothwell, signatories hereto, release any and all contracts and commitments that they be directors of Biotech from and after the Closing.

(d) At the Closing, Albert Mitrani, Maria Mitrani and Ian Bothwell, as the directors of Biotech, shall deliver certificates to Biotech certifying that the Biotech By-laws [Sections 4.08(c) and 4.08(d)] no longer contain any provisions for any supermajority vote and that only a normal majority vote is required for the approval of any item of business.

(e) At the Closing, Albert Mitrani, Maria Mitrani and Ian Bothwell, signatories hereto, shall deliver agreements to the termination of their existing employment agreements and the reorganized Biotech Board of Directors shall enter into substitute contracts in the form attached hereto and made a part hereof.

(f) At the Closing, Albert Mitrani and Ian Bothwell, signatories hereto, shall deliver agreements to the amendment of their warrants to remove the provision that if the number of shares of Common Stock outstanding is decreased by a combination or reverse stock split, the Exercise Price and the number of shares of Common Stock purchasable under the warrant shall not be adjusted. Messrs Mitrani and Bothwell, authorize Biotech to treat the warrants as being consistent with the wording in all other outstanding warrants, namely to the effect that adjustment shall be made in such event.

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(g) At the Closing, Albert Mitrani, Maria Mitrani and Ian Bothwell shall deliver releases of all amounts owing to them for unpaid salary to the date of Closing, for unrepaid advances made prior to January 1, 2018, and for unreimbursed expenses incurred prior to January 1, 2018.

(h) At the Closing, unless already exercised, Maria Mitrani and Ian Bothwell, signatories hereto, shall exercise their employee/affiliates warrants pursuant to the amended exercise price of \$.001 on a cashless basis.

3. Biotech represents and warrants, intending MBA to rely upon such representations and warranties:

(a) No series of preferred stock, other than the Series A preferred stock and the Series B preferred stock has been designated and no shares of any further series are issued and outstanding.

(b) All 1,000,000 shares of the Series B preferred stock were issued to Albert Mitrani who subsequently cancelled such shares and returned them to Biotech for cancellation. The Series B remains designated but no shares are issued and outstanding.

(c) The warrants issued to Messrs. Mitrani and Bothwell, which contained wording that if the number of shares of Common Stock outstanding is decreased by a combination or reverse stock split, the Exercise Price and the number of shares of Common Stock purchasable under the warrant shall not be adjusted, have been amended to remove such language.

(d) Biotech's Board of Directors has approved this Reorganization Agreement and authorized its officers to execute the Reorganization Agreement as binding Biotech.

(e) The Biotech Bylaws have been amended to remove all references to a supermajority vote for any purpose; ( *i.e.* , Sections 4.08(c) and 4.08(d) have been deleted.

(f) The indebtedness to Diamond Rock has been paid in full, its liens have been released, and Biotech has no further obligation to Diamond Rock.

(g) At and after Closing, Biotech, Albert Mitrani, Maria Mitrani and Ian Bothwell shall execute and deliver all such documents, and take all necessary actions, to fully complete the transactions contemplated hereby.

4. Biotech, Albert Mitrani, Maria Mitrani and Ian Bothwell acknowledge awareness that immediately following Closing it is the intent of MBA:

(a) To elect additional members to the Board of Directors as its representatives or as may be required by any investors;

(b) To effect a post-reorganization reverse stock split of approximately one (1) new share for fourteen (14) existing shares;

(c) To negotiate with Messrs. Taddeo and Rohrbaugh regarding options to spin-off Mint Organics together with its subsidiaries or otherwise to divest itself of any interest in or liability of Mint Organics, Inc. and the medical marijuana business;

(d) To secure funding for Biotech's operations in one or more transactions which may involve dilution to the post-reorganization shareholders;

(e) To cancel the designations of the Series A and Series B preferred stock;

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5. (a) The closing of the transactions contemplated hereby will take place at a place to be mutually designated. All transactions consummated at the Closing will be deemed to have been made simultaneously and will be effective as of the close of business EDT, on the Closing Date.

(b) At the Closing, Biotech, Albert Mitrani, Maria I. Mitrani and Ian Bothwell shall deliver a duly executed copy of this Agreement to MBA. In the event of any post-Closing matters to be completed, such shall be deemed to have occurred and effective as of the close of business EDT, on the Closing Date.

(c) At the Closing, Biotech shall deliver a share certificate or share certificates, registered in the name of MBA, representing the Shares, as provided in Paragraph 1 above.

(d) At the Closing, MBA shall deliver a duly executed copy of this Agreement to each of Biotech, Albert Mitrani, Maria I. Mitrani and Ian Bothwell.

6. The duty and obligation of MBA to consummate the Closing is subject to:

(i) the delivery by Biotech, Albert Mitrani, Maria Mitrani and Ian Bothwell of the documents designated in Paragraph 2 above and Paragraph 5 following; and

(ii) the delivery by Biotech to MBA of a duly issued stock certificate for that number of shares constituting 51% on a fully diluted basis as described above, which shares shall be legally authorized, legally issued, fully-paid, non-assessable and free of all claims, liens and charges.

7. All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given:

(i) on the date of service if served personally on the Party to whom notice is to be given; or

(ii) on the day of delivery or rejection/refusal if sent by nationally-recognized overnight courier service ( e.g. , FedEx, UPS) if properly addressed as set forth below: or

(iii) on the day of delivery or rejection/refusal if mailed to the Party to whom notice is to be given by first class mail, registered or certified, with return receipt requested, postage prepaid, and properly addressed as follows or to such other location as a Party may designate in writing from time to time:

Biotech: Biotech Products Services and Research, Inc.  
515 North Shore Drive  
Miami Beach, Florida 33140

with a copy to: Mitrani, Rynor, Adamsky & Toland, PA  
301 W. 41<sup>st</sup> Street, PH  
Miami Beach, Florida 33140  
Attn: Isaac J. Mitrani, Esq.

MBA: Management and Business Associates, LLC  
c/o Klienfeld Legal Advisors PA  
801 NE 167<sup>th</sup> Street, Suite 306  
N. Miami Beach, Florida 33162  
Attn: Manuel E. Iglesias, CEO

with a copy to: Fox Law Offices, P.A.  
561 NE Zebrina Senda  
Jensen Beach, Florida 34957  
Attn: Richard C. Fox, Esq.

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8. This Agreement is the entire Agreement among the parties and supersedes all prior letters of intent, discussions, negotiations, understandings, memoranda, correspondence and any other prior agreement(s) among the parties with respect thereto except as herein specified. There are no representations, warranties or other agreements except as expressed in this Agreement. No alteration, modification, or waiver of term or condition hereof shall be binding unless in writing and signed by all parties.

9. This Agreement may be amended only with the written approval of the party to be charged therewith; provided, however, that no such amendment may be made that would cause a breach of any warranty or representation herein.

10. This agreement may not be assigned by any party or by operation of law or otherwise.

11. Whenever required by the context hereof: the masculine gender shall be deemed to include the feminine and neuter; and the singular member shall be deemed to include the plural. Time is expressly declared to be of the essence of this Agreement. This Agreement shall be deemed to have been mutually prepared by all parties and shall not be construed against any particular party as the draftsman.

12. It is the intent of the parties that this Agreement shall be governed by, construed and interpreted, and that all questions arising hereunder shall be determined in accordance with, the provisions of the laws of the State of Florida without regard to conflict of laws rules of such state.

13. This Agreement shall be binding upon and shall inure to the benefit of the parties and their successors and assigns.

14. From time to time, as and when requested by a party hereto, another party hereto will execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, all such documents and instruments and will take, or cause to be taken, all such further or other actions, as the requesting party may reasonably deem necessary or desirable to consummate the transactions contemplated by this Plan and Agreement of Reorganization.

15. Venue and jurisdiction of any controversy, claim or dispute arising out of this Agreement, or the breach thereof, that cannot be resolved by negotiation, shall be only in the U.S. federal court or Florida state courts for Miami-Dade County and no other court shall have venue or jurisdiction of any matter hereunder. Each party waives any claim to *forum non conveniens*. This Agreement shall be deemed to have been written by both parties and shall not be construed against either party. The prevailing Party in any action at law or in equity arising out of or related to this Agreement shall be entitled to recover from the non-prevailing Party its costs at all levels, including without limitation its attorneys' and accountants' fees.

16. This Agreement may be executed in two or more counterparts and by facsimile, any one of which shall be deemed to be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

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17. No agent, broker, person, or firm acting on behalf of either party or under the authority of any of them is or will be entitled to any commission or broker's or finder's fee or financial advisory fee in connection with any of the reorganization transactions contemplated herein.

18. This Plan and Agreement of Reorganization is for the sole benefit of the parties hereto and nothing expressed or implied herein shall give, or be construed to give, to any person or entity, other than the parties hereto, any legal or equitable rights hereunder.

19. No failure or delay by any party in exercising any right, power, privilege or license hereunder will operate as a waiver thereof nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power, privilege or license.

20. Except as expressly provided for herein, the parties will pay or cause to be paid all of their own fees, costs and expenses incident to this Plan and Agreement of Reorganization and in preparing to consummate and consummating the transactions contemplated hereby.

**IN WITNESS WHEREOF** , and intending to be legally bound, the parties have hereunto set their hands and seals the day and year first above written.

MANAGEMENT AND BUSINESS ASSOCIATES LLC

By: /s/ Manuel E. Iglesias  
Manuel E. Iglesias, CEO

BIOTECH PRODUCTS SERVICES AND RESEARCH, INC.

By: /s/ Albert Mitrani  
Albert Mitrani, CEO

SHAREHOLDERS:

/s/ Albert Mitrani  
Albert Mitrani

/s/ Maria Ines Mitrani  
Maria Ines Mitrani

/s/ Ian Bothwell  
Ian Bothwell

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**FORM COPY OF NEW EMPLOYMENT AGREEMENT**

**THIS EMPLOYMENT AGREEMENT**, to be effective as of XXXX 2018 by and between

**BIOTECH PRODUCTS SERVICES AND RESEARCH, INC.** , a Nevada corporation with its principal offices located at 515 North Shore Drive, Miami Beach, FL 33140 (hereinafter “Employer”)

**AND**

**XXX** , an adult individual residing at XXX (hereinafter “Employee”)

**WITNESSETH THAT :**

WHEREAS, the Employer desires to employ a person to XXXXXX;

WHEREAS, the Employer is XXXXX;

WHEREAS, the Employee has the requisite background and experience;

WHEREAS, the parties have negotiated and reached certain understandings, and desire a document to formalize and evidence those understandings;

**NOW, THEREFORE** , intending to be legally bound, and in consideration of the mutual promises and covenants contained herein, the parties have agreed, and do hereby agree, as follows:

1. **EMPLOYMENT.** (a) For the term provided in Paragraph 2, Employer hereby employs Employee, and Employee hereby accepts that employment, upon the terms and conditions hereinafter set forth.

(b) This Agreement shall supersede and replace all prior discussions, negotiations, memoranda, e-mail, correspondence, understandings, and agreements pertaining to the employment of Employee by Employer, including especially the existing employment agreement between Employer and Employee which is hereby mutually terminated without remaining liability on either party.

(c) Employee represents and warrants that she is not subject to any covenant or agreement, such as a Covenant not to Compete, which would limit or restrict his performance under this Agreement and she knows of no reason why he cannot fully perform his duties hereunder.

2. **TERM.** (a) This Agreement shall be effective as of XXXXX, 2018.

(b) This Agreement shall continue and exist for an initial period from such effective date until December 31, 2020 (initial term).

(c) This Agreement shall thereafter be subject to successive, automatic one (1) year extensions if (i) on October 31 of the then existing employment year, neither party is then in default under this Agreement and (ii) by said October 31 neither party has given the other notice that this Agreement shall terminate as of December 31 of that current employment year. For purposes of this Agreement, an employment year is January 1<sup>st</sup> to December 31<sup>st</sup>.

(d) Notwithstanding the foregoing, the term of this Agreement is subject to the various termination provisions contained hereafter.

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3. EMPLOYEE'S POSITION AND DUTIES. (a) Employee shall serve as the XXXX and in such position shall report directly to the Chief Executive Officer and indirectly to the Board of Directors through the Chief Executive Officer.

(b) Employee shall perform all of the normal functions of an XXXXX, including, as assigned by the CEO or Board of Directors: XXXXX.

(c) Employee's performance shall be subject to the supervision of Employer's Chief Executive Officer and Board of Directors. The precise job description and the specific services to be rendered by Employee may be defined, interpreted, curtailed, or extended, from time to time, by determination of the Employer's Board of Directors, provided, however, that any definition, interpretation, curtailment, or extension shall be consistent with the status of, and/or experience required for, the responsibilities for which Employee has been engaged hereunder. It is the intent of this provision to provide Employer with flexibility in assigning responsibilities to Employee and/or promoting Employee, and this provision shall not be used to discipline, embarrass, humiliate or harass Employee.

4. EXTENT OF SERVICES. Employee agrees that this employment constitutes his sole employment and understands that his primary loyalty and responsibility is to Employer. Accordingly, Employee shall devote such full and proper time, attention, and energies to the business of Employer as shall be necessary or consistent with such understanding and Employee shall not, during the term of this Agreement be engaged in any other business activity (whether or not such business activity is pursued for gain, profit, or other pecuniary advantage), which conflicts with Employee's employment responsibilities hereunder, without prior, written authorization of Employer's Board of Directors. Nothing contained herein shall be construed as preventing Employee from investing his assets in such form or manner as Employee may select, provided that such investment will not require any services on Employee's part in the operation of the affairs of the companies in which such investments are made.

5. COMPENSATION-BASE. (a) During each employment year, for his services rendered under this Agreement, Employee shall be paid base compensation ("Base Compensation"), initially calculated at the annualized rate of (\$XXXX) but pro-rated for the 2018 partial year. Such Base Compensation shall be paid in equal semi-monthly (1<sup>st</sup> and 15th) installments, commencing May 1, 2018, in arrears. Such Base Compensation shall be in addition to such fringe benefits as provided herein.

(b) At the end of each employment year, the EMPLOYER's Board of Directors shall review the performance of EMPLOYEE for such year and, based upon such evaluation, establish any increase in the Base Compensation including the cost of living adjustment, payable to EMPLOYEE for the succeeding fiscal year. EMPLOYER shall not be obligated to provide any increase; however, any increase shall supersede the "floor" then existing under subparagraph (a).

6. COMPENSATION-FRINGE BENEFITS. Employee shall receive fringe benefits as provided by Employer's standard policies. Employee shall receive at least the following, which may be extended or increased, but not reduced, by Employer:

(a) Vacation - Employee shall be entitled to paid vacation of four (4) weeks during each year of this Agreement including any extension year of this Agreement, which shall be earned at the rate of one week for each three (3) months of consecutive employment. Unused vacation time may be accumulated from year to year if unused. Employee shall not be compensated for any unused vacation time.

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(b) Base Personal Leave - During each year of this Agreement, Employee shall receive ten (10) days paid personal leave, which shall not be accumulated from year to year if unused. Employee shall not be compensated for any unused personal leave. "Personal leave" shall include sick leave, bereavement leave, so-called "personal days" and all other personal time off, other than the same legal holidays as used by employees in the State of Florida.

(c) Medical Insurance - Employee shall receive such medical, surgical, dental and/or hospitalization insurance as Employer shall provide to its senior management and the members of the Employer's Board of Directors.

(d) Other - Employee shall receive such other fringe benefits as are made available to any other senior management. Nothing contained in this Agreement shall be in lieu of any rights, benefits and privileges to which Employee may be entitled under any Section 125 Plan, 401(k), retirement, pension, profit-sharing, insurance, ESOT/ESOP, hospitalization, medical, surgical, dental, legal or other plans which may hereafter be adopted, either by Employer or any parent, subsidiary or affiliate of Employer. Employee shall have the same rights and privileges to participate in such plans and benefits as any other employee during his period of employment and Employee shall be entitled to participate on a parity with executives of equal rank.

Employee shall receive fringe benefits as provided by Employer's standard policies.

7. EXPENSES. Employee is not authorized to incur expenses on behalf of, or chargeable to, Employer, with respect to his business travel, including transportation, lodging, food, entertainment, etc. except within such guidelines as may be established from time to time by the Employer's Management. Employer shall reimburse Employee for authorized expenses within such guidelines upon presentation by Employee, from time to time, of an itemized account of such expenditures in such form as Employer may require, together with receipts or other proofs of the expenditures as may be required.

(b) All un-repaid advances by Employee to Employer prior to January 1, 2018 and all un-reimbursed expenses of Employee incurred prior to January 1, 2018 are forgiven and shall be written off by Employee. Beginning with the second round of new financing, Employer shall repay the un-repaid advances subsequent to December 31, 2017 and the un-reimbursed expenses incurred subsequent to December 31, 2017, over a period of six (6) months.

8. WORKING FACILITIES AND ALLOWANCES. (a) Employee shall be furnished, at Employer's expense, at its principal office, with all necessary working facilities, including but not limited to an equipped office and telephone/facsimile/copying services, suitable to his position and adequate for the performance of his duties.

(b) Employer shall continue to provide Employee with a cell phone and shall pay such amount as shall be agreed upon from time to time for usage, including data usage.

(c) Employer shall pay to Employee, monthly in arrears, an allowance of up to One Hundred Dollars (\$100) for reimbursement of the costs of internet connections and internet usage incurred by Employee for business purposes during such month.

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9. NON-DISCLOSURE OF INFORMATION. (a) Employee recognizes and acknowledges that, during the course of his employment, she will have access to valuable "Proprietary Information" as limited in subparagraph (b) below, including, but not limited to: management plans for expansion, licensing, marketing, sales, and advertising, etc.; financial data such as revenues, costs, expenses, cash flow, working capital, etc.; customer data, including names, contact persons and numbers, terms and conditions of relationships, etc.; employee data including names, addresses telephone numbers, personal data, compensation arrangements and employment terms, etc.; sales and marketing arrangements, contracts, and relationships; computer systems, including hardware and software, etc.; and Employer's costing, pricing and bidding methods and procedures; and that such information constitutes unique assets of the business of Employer and of which Employer is the sole and exclusive owner. Employee will treat such Proprietary Information on a confidential basis and will not, during or after his employment, personally use or disclose all, or any part of, such Proprietary Information to any person, firm, corporation, association, agency, or other entity except as properly required in the conduct of the business of Employer or, except as authorized in writing by Employer, publish, disclose or authorize anyone else to publish or disclose, any Proprietary Information of Employer with which Employee's service may in any way acquaint Employee. Employee shall surrender possession of all Proprietary Information, including especially all Trade Secrets, to Employer upon any suspension or termination of Employee's employment with the Employer. In the event of a breach, or threatened breach, by Employee, of the provisions of this Paragraph, Employer shall be entitled to a preliminary, temporary and permanent injunction restraining Employee from disclosing in whole or in part, any such Proprietary Information and/or from rendering any services to any person, firm, corporation, association, agency, or other entity to whom such information, in whole or in part, has been disclosed or is threatened to be disclosed. Furthermore, nothing herein shall be construed as prohibiting Employer from pursuing any other equitable or legal remedies available to it for such breach or threatened breach, including the recovery of damages from Employee.

(b) For purposes hereof, "Proprietary Information" shall not include information which (i) is publicly available from a source other than Employee or can be lawfully obtained from a third party or parties in lawful possession thereof, or (ii) is publicly released in writing by Employer, or (iii) is required to be disclosed pursuant to the authority of any court or public agency.

(c) For purposes hereof, "Proprietary Information" shall not include the knowledge of the Employee used in circumstances which are not competitive with Employer's business.

10. NONSOLICITATION COVENANT. (a) For a period of twenty-four (24) months after the termination of this Agreement (including any extension thereof) (the "Post Termination Period") Employee shall not solicit, directly or indirectly, by any means, any of the employees, consultants, referral sources, customers or "leads" of Employer, such status being determined as of the date of termination. "Customer or "leads" of Employer" shall include customers and leads obtained for Employer by Employee as contemplated by this Agreement.

(b) Employer and Employee agree that if any court of competent jurisdiction shall, for any reason conclude that any portion of this covenant shall be too restrictive, the court shall determine and apply lesser restrictions, it being the intent of the parties that some such restrictions shall be applicable for the protection of Employer and its shareholders.

(c) This covenant has been given to induce Employer to enter into this Agreement and provide Employee's job responsibilities and compensation.

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11. RESTRICTIVE COVENANT. (a) During the term of this Agreement and for a period of twelve (12) months after the termination of this Agreement and any extension thereof, Employee shall not, within a radius of one hundred (100) miles of any then operating facility of Employer, directly or indirectly, compete with, own, manage, operate, control, be employed by, consult for, participate in, perform services for, or be connected in any manner with the ownership, management, operation or control of any business similar to the type of business conducted by Employer (or any parent, subsidiary or affiliate) at the time of the termination of this Agreement. Employee shall not, directly or indirectly, compete with any products or services marketed or offered by Employer at the time of termination, or engage in any activities which could be deemed competitive or a conflict of interest.

12. DISABILITY. (a) If Employee is unable to perform his services by reason of illness or incapacity for a period of more than twenty (20) consecutive work days or more than three (3) weeks in any ninety day period, Employee shall be considered to be "disabled" for purposes of this provision. The compensation payable to Employee during such ninety day period shall be continued, and shall be based upon his then effective annual base compensation.

(b) Employer may apply for and procure disability insurance on Employee, based upon his then effective annual base compensation, which shall commence paying benefits at the end of the ninety day period, or as soon thereafter as commercially available policies permit. Upon commencement of disability insurance benefits, if obtained, Employer may discontinue the payment of compensation altogether and terminate this Agreement with no further or continuing liability or may continue this Agreement, without the payment of compensation, in which case the full compensation shall be reinstated upon Employee's return to service and the discharge of his full duties hereunder.

(c) Employer may elect to continue payment of up to full compensation notwithstanding the foregoing. Such payments shall be in the sole discretion of Employer, may be discontinued at any time, and if initiated shall not thereby become a duty or requirement.

13. TERMINATION OF EMPLOYMENT. (a) Employer can terminate Employee's employment at any time for good cause. Without intending to limit the definition of good cause hereby, good cause will include:

- (1) the Employee's death;
  - (2) the Employee's disability as provided in Paragraph 12 above;
  - (3) any administrative or governmental action which prohibits, limits, restricts or otherwise materially affects Employee's ability to perform his duties hereunder;
  - (4) Employee's willful and intentional failure or willful and intentional refusal to follow reasonable instructions of the Employer's Board of Directors or reasonable and material policies, standards and regulations of the Employer's Board of Directors or management;
  - (5) Employee's material breach or default in the performance of the predominance of his duties under this Agreement;
  - (6) the occurrence of one of the following events:
    - (i) Employee commits and/or is officially charged with a felony or any crime involving moral turpitude or unethical conduct which in the good faith opinion of the Employer could materially impair disability to perform his duties or which impacts the goodwill or reputation of the Employer;
    - (ii) Employee commits an act, or fails to take action in bad faith and to the material detriment of the Employer, or
    - (iii) in the good faith opinion of the Employer's Board of Directors, the Employee fails, to a material extent, to fully and faithfully perform his obligations under this Employment Agreement.
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(b) In the event of the bankruptcy (Chapter 7), reorganization (Chapter 11) or other termination of the business of the Employer, the provisions of Paragraph 11 shall continue in full force and effect only so long as full base compensation by Employer shall continue, if such is in effect at the date of termination.

14. NOTICES. All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given:

(i) on the date of service if served personally on the Party to whom notice is to be given; or

(ii) on the day of delivery or rejection/refusal if sent by nationally-recognized overnight courier service ( e.g. , FedEx, UPS) if properly addressed as set forth below: or

(iii) on the third day after mailing if mailed to the Party to whom notice is to be given by first class mail, registered or certified, postage prepaid, and properly addressed as follows or to such other location as a Party may designate in writing from time to time:

Employer:                      Biotech Products Services and Research, Inc.  
    XXXXXX  
    XXXXXX  
    XXXXXX  
    Attn: Manuel E. Iglesias, CEO

with a copy to:                Fox Law Offices, P.A.  
    561 NE Zebrina Senda  
    Jensen Beach, Florida 34957  
    Attn: Richard C. Fox, Esq.

Employee:                      XXXX  
    XXXXXX  
    XXXXXXX

15. LIFE INSURANCE. Employer may, in its discretion at any time after the effective date of this Agreement, apply for and procure, as owner and for its own benefit, insurance on the life of Employee, in such amounts and in such forms as Employer may choose. Employer shall not be required to give Employee any interest whatsoever in any such policy or policies, (although nothing contained herein shall be deemed to prohibit any such arrangement) but Employee shall, at the request of Employer, subject himself to such medical examination, supply such personal information, and execute such medical information releases and documents as may be required by the insurance company or companies to whom Employer has applied for such insurance.

16. ENTIRE AGREEMENT. This instrument contains the entire agreement of the parties and all prior negotiations, memoranda, understandings and interim agreements have been merged herein, including especially the prior employment agreement between Employer and Employee which has been mutually terminated without remaining liability on either party.

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17. PARAGRAPH HEADINGS; CONSTRUCTION. The Paragraph headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of any of the provisions of this Agreement. Each of the Parties agrees that it/his and its/his counsel participated equally in the preparation of this Agreement and related documents and shall be deemed to have been written by both parties and shall not be construed against either party.

18. APPLICABLE LAW. This Agreement shall be governed for all purposes by the laws of the State of Florida, without reference to any "conflict of laws" provisions. If any provision of this Agreement is declared void, such provision shall be deemed severed from this Agreement, which shall otherwise remain in full force and effect.

19. VENUE AND JURISDICTION. Venue and jurisdiction of any controversy, claim or dispute arising out of this Agreement, or the breach thereof, that cannot be resolved by negotiation, shall be only in the U.S. federal court or Florida state courts for Miami-Dade County and no other court shall have venue or jurisdiction of any matter hereunder. Each party waives any claim to *forum non conveniens*. This Agreement shall be deemed to have been written by both parties and shall not be construed against either party. The prevailing Party in any action at law or in equity arising out of or related to this Agreement shall be entitled to recover from the non-prevailing Party its costs at all levels, including without limitation its attorneys' and accountants' fees.

20. AMENDMENTS. This Agreement may not be amended, nor shall any waiver, change, modification, consent or discharge be effected except by an instrument in writing executed by or on behalf of the party against whom enforcement of any waiver, change, modification, consent or discharge is sought.

21. WAIVER OF BREACH. (a) The waiver by either party of a breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach by such other party. The failure of a party to exercise any rights or privileges under this Agreement shall not be deemed to be a waiver or extinguishment of such rights or privileges, all of which shall continue to be exercisable.

(b) No delay or failure by a party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein. No exercise of any right shall constitute an election of remedies and all rights shall be cumulative.

22. COUNTERPARTS. This Agreement may be executed in two or more counterparts, by facsimile or by electronic or scanned signatures, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and in pleading or proving any provision of this Agreement it shall not be necessary to produce more than one of such counterparts, and any such copy shall be deemed an original for all purposes.

23. NO ASSIGNMENT OR DELEGATION BY EMPLOYEE. Employer has entered into this Agreement reposing special trust and confidence in Employee and his education, experience and business contacts. Employee may not assign any of the rights and powers contained herein or delegate any of the duties required herein without the Employer's prior written approval. This Agreement shall be binding upon all successors and assignees of Employer.

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IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have hereunto set their hands and seals as of the \_day of April, 2018:

BIOTECH PRODUCTS SERVICES AND RESEARCH, INC.

By: \_\_\_\_\_  
Manuel E. Iglesias, President/CEO

WITNESS: \_\_\_\_\_ EMPLOYEE: \_\_\_\_\_

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