

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): December 17, 2015

CALADRIUS BIOSCIENCES, INC.
(Exact Name of Registrant as Specified in Charter)

Delaware
(State or Other Jurisdiction
of Incorporation)

001-33650
(Commission
File Number)

22-2343568
(IRS Employer
Identification No.)

106 Allen Road, 4th Floor, Basking Ridge, NJ 07920
(Address of Principal Executive Offices)(Zip Code)

(908) 842-0100
Registrant's Telephone Number

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 5.02. Departure of Directors or Principal Officers; Election of Directors; Appointment of Principal Officers.

Resignation of Dr. Robin L. Smith as Chairman and Director; Entry into Consulting Agreement with Dr. Smith

On December 17, 2015, Dr. Robin L. Smith resigned as Chairman and a director of the board of directors (the "Board") of Caladrius Biosciences, Inc. (the "Company" or "Caladrius") effective December 18, 2015. On December 22, 2015, the Board appointed Steven S. Myers, who has previously served as the Board's lead independent director, as the interim Chairman of the Board.

In connection with Dr. Smith's resignation, Dr. Smith and the Company entered into a Consulting Agreement, dated December 18, 2015 (the "Consulting Agreement"). Under the terms of the Consulting Agreement, Dr. Smith, as an independent contractor and consultant, will advise the Company with respect to certain business, scientific, medical and financial matters for a term of six months from December 18, 2015. Pursuant to the terms of the Consulting Agreement, among other things:

- The parties agreed that, in lieu of the 2015 cash bonus Dr. Smith was entitled to under the terms of her employment agreement with the Company, dated January 1, 2015, she would be paid on January 11, 2016 in equity plus a cash payment as follows: (i) 200,000 shares of the Company's common stock and (ii) a tax gross up with the cash equal to Dr. Smith's total estimated federal, state and city income tax liability for all compensation under the Consulting Agreement to be withheld.
- On January 11, 2016, the Company will issue to Dr. Smith 150,000 options to purchase 150,000 shares of common stock with a ten-year term with an exercise price equal to the closing price of the Company's common stock on January 11, 2016, of which 50% will vest on March 17, 2016 and the remaining 50% will vest on June 15, 2016. The options will remain in full force and effect regardless of the termination of the Consulting Agreement or Dr. Smith's services.
- The Company will reimburse Dr. Smith for certain expenses relating to her activities as a consultant to the Company.

The above summary of the Consulting Agreement is qualified in its entirety by reference to the text of the Consulting Agreement, a copy of which is attached hereto as Exhibit 10.1 and incorporated herein by reference.

Election of Dr. Robert A. Preti to the Board; Employment Agreement with Dr. Preti

On December 22, 2015, Dr. Robert A. Preti was elected as a member of the Board in accordance with the terms of the employment agreement (the "Employment Agreement"), dated as of December 22, 2015, by and between Dr. Preti and the Company. Dr. Preti currently serves as Senior Vice President, Manufacturing and Technical Operations and Chief Technical Officer of the Company as well as President of PCT, a Caladrius Company ("PCT").

Under the terms of the Employment Agreement, Dr. Preti will continue to be employed as the Company's Senior Vice President, Manufacturing and Technical Operations and Chief Technology Officer as well as President of PCT. The initial term of the Employment Agreement will expire on December 31, 2018, subject to mutually agreed-upon one-year extensions. Pursuant to the Employment Agreement, among other things:

- The Company will pay Dr. Preti a base salary at an annualized rate of \$475,000.
- Dr. Preti has been granted options to purchase 200,000 shares of the Company's common stock at an exercise price \$1.12 per share, which is equal to the closing price of the Company's common stock on December 22, 2015 (the "Initial Grant"). The options with respect to 50,000 shares of the Initial Grant vested immediately upon issuance and the options with respect to the remaining 150,000 shares will vest in even increments of 12,500 shares quarterly over a 36-month period, subject to Dr. Preti's continued employment with Caladrius.
- On December 22, 2015, Dr. Preti was granted a \$500,000 sign on bonus payable in three equal installments, with the initial installment to be paid on the date of payment of performance bonuses to executives of Caladrius in 2016 or April 1, 2016, whichever comes first, and the remaining two installments to be paid on the first and second anniversaries of the initial installment.
- Dr. Preti will be eligible to receive an annual cash bonus for each full calendar year during the term of the Employment Agreement. His target annual bonus will be 40% of his base salary, with the actual amount paid determined by the Company's Compensation Committee with input from the Company's CEO based upon the level of achievement of the Company's corporate goals and objectives and Dr. Preti's individual performance.

The above summary of the Employment Agreement is qualified in its entirety by reference to the text of the Employment Agreement, a copy of which is attached hereto as Exhibit 10.2 and incorporated herein by reference.

Item 9.01. Financial Statement and Exhibits.

(d) Exhibits.

The Exhibit Index immediately following the signature page to this Current Report on Form 8-K is incorporated herein by reference.

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.

CALADRIUS BIOSCIENCES, INC.

By: /s/ David J. Mazzo

Name: David J. Mazzo, PhD

Title: Chief Executive Officer

Dated: December 23, 2015

EXHIBIT INDEX

Exhibit No.	Description
10.1	Consulting Agreement, dated December 18, 2015, between Caladrius Biosciences, Inc. and Robin Smith.
10.2	Employment Agreement, dated and effective as of December 22, 2015, among PCT, a Caladrius Company, Caladrius Biosciences, Inc., and Robert Preti.

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (“Agreement”) is made and entered into on December 18, 2015 (the “Effective Date”) by and between Caladrius Biosciences, Inc., a Delaware corporation (the “Company”), whose corporate address is now 106 Allen Road, Fourth Floor, Basking Ridge, NJ 07920 and Robin Smith (the “Consultant”), whose address is 420 Lexington Avenue, Suite 350, New York, NY 10170. When referred to collectively, the Company and the Consultant shall be referred to as the “Parties”.

Recitals

WHEREAS, the Consultant previously served as the Chief Executive Officer (“CEO”) and Chairman of the Company’s Board of Directors (the “Board”) until January 1, 2015, at which time she resigned from her position as CEO and became the Company’s Executive Chairman; and

WHEREAS, the Consultant ceased her role as Executive Chairman as of June 5, 2015, at which time she ceased being an employee of the Company but continued to serve on the Board of Directors and as Chairman of the Board; and

WHEREAS, the Parties mutually have agreed that as of the Effective Date, the Consultant shall resign from her position as a Director and as Chairman of the Board but shall commence providing services to the Company as an independent contractor and consultant;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, it is agreed as follows:

1. Engagement.

1.1. *Engagement; Resignation.* The Consultant shall be deemed to have resigned from the Board of Directors of the Company and as Chairman of the Board as of the close of business on December 18, 2015. Commencing immediately thereafter, the Company hereby engages the Consultant to perform the Services, as defined and set forth in paragraph 1.4, for the Term as defined and set forth in paragraph 1.2, and the Consultant hereby accepts this engagement, on the terms and subject to the conditions set forth in this Agreement.

1.2. *Term.* The term of the Consultant’s engagement under this Agreement shall be for the period beginning on the Effective Date and ending six months (6) months from the Effective Date (the “Term”). This Term can be extended in writing by the Parties.

1.3. Relationship.

(a) The relationship between the Company and the Consultant created by this Agreement is that of an independent contractor and the Consultant is not and shall not be deemed to be an employee of the Company for any purpose.

(b) Notwithstanding the foregoing, the parties acknowledge that Consultant was employed by the Company pursuant to the terms of an agreement between the Parties dated as of January 2, 2015 (effective as of January 1, 2015), as amended (the “January 2015 Agreement”, which definition shall include

all employment agreements referred to or incorporated in the January 2015 Agreement) and all obligations of the Company to the Consultant under the January 2015 Agreement and under any charter, by-law or insurance policies will remain in full force and effect between the Company and the Consultant and may not be amended in any way prejudicial to the Consultant.

1.4. *Services.* The Consultant shall advise the Company with respect to certain business, scientific, medical and financial matters including general strategic matters, advice on financing, advice on merger and acquisition candidates, advice on funding of clinical trials, introductions to sources of technology for licensing, and assistance in locating officer and director candidates, or as otherwise agreed by the Consultant and the Company from time to time (the “*Services*”). The Consultant shall render *Services* from time to time during the Term of this Agreement at the Company’s request, solely for the Company’s benefit and not for the benefit of any third party.

1.5. *No Capital Raising Services.* The *Services* do not include assisting the Company, (i) in connection with the offer or sale of securities in any capital-raising transaction, or (ii) to directly or indirectly promote or maintain a market for any of the Company’s securities.

1.6. *No Investment Advisory or Brokerage Services; No Legal Services.* The *Services* do not include requiring the Consultant to engage in any activities for which an investment advisor’s registration or license is required under the U.S. Investment Advisors Act of 1940, or under any other applicable federal or state law; or for which a “broker’s” or “dealer’s” registration or license is required under the U.S. Securities Exchange Act of 1934, or under any other applicable federal or state law. Consultant’s work on this engagement shall not constitute the rendering of legal advice, or the providing of legal services, to the Company. Accordingly, Consultant shall not express any legal opinions with respect to any matters affecting the Company. Consultant’s work on this engagement shall not consist of effecting transactions in the Company’s securities and Consultant shall not provide any securities broker-dealer services to the Company.

1.7. *Time; Non-exclusive.* The Consultant shall devote as much time to the performance of the *Services* as is reasonably necessary, but the Consultant shall not be required to devote any fixed number of hours or days to the performance of the *Services*. The Company recognizes that the Consultant has and will continue to have other business and philanthropic interests and/or management positions, and agrees that this engagement is non-exclusive.

1.8. *Location.* The Company and the Consultant intend that the *Services* shall be rendered in New York City, New York. Consultant’s services may be rendered by telephone and e-mail communication. The Consultant may not be required to travel to perform the *Services* outside of New York without her consent after being asked to do so by the Company, except the Consultant shall, if requested by the Company and at the Company’s expense, attend meetings of the Company’s Board at reasonable times. The Consultant shall be reasonably available by telephone or in person to consult with the Board and CEO at regular and special meetings thereof at no additional cost.

1.9. *Support Staff and Facilities.* The Company shall provide Consultant with and permit Consultant to retain her current office and all other current perquisites (phone, computer, copier, kitchen, conference room etc), including use of her current secretary and her office, and receptionist for the Term.

1.10. *Confidentiality.* The Consultant shall not disclose any non-public, confidential or proprietary information, including but not limited to confidential information concerning the Company’s products, methods, engineering designs and standards, analytical techniques, technical information, customer information, employee information, proposed transactions or forecasted financial performance, unless

required to do so by applicable law. The Company understands that the Consultant may seek to sell securities of the Company after the date hereof, and the Company agrees to cooperate in such efforts, if, for example, any of her share certificates bear restrictive legends, and will use its best efforts not to provide the Consultant with any material non-public information after the date hereof without her prior written consent if, as a result of her having such information, she would be restricted in any way in selling securities of the Company after the date that its Form 10-K for the year ended December 31, 2015 is due to be filed with the SEC.

1.11. *2015 Bonus.* The Company acknowledges and agrees that a \$250,000 cash bonus is due to Consultant pursuant to paragraph 4(g) of the January 2015 Agreement for services as an employee in 2015. The Consultant and the Company agree that such bonus instead shall be paid on January 11th, 2016 in equity plus a cash payment as follows: (i) 200,000 shares of the Company's common stock (ii) a tax gross up with the cash equal to Consultant's total estimated federal, state and city income tax liability for all compensation under this agreement to be withheld consistent with prior practices for this individual with respect to the receipt of such shares and this tax gross up amount.

1.12. *Indemnification.*

(a) The Company shall indemnify, defend and hold the Consultant harmless from and against any expense, loss, damage or liability incurred or connected with, or any claim, suit, demand, loss, judgment, liability, cost of expense, (including reasonable attorneys' fees) arising from or related to, the Company or any act or omission of the Consultant on behalf of the Company and amounts paid in settlement of any of the foregoing, provided that the same were not the result of willful misconduct on the part of the Consultant. The Company shall advance to Consultant the costs of defending any claim, suit or action against Consultant if Consultant undertakes to repay the funds advanced, with interest, if the Consultant is not entitled to indemnification hereunder.

(b) The indemnification provisions contained in the January 2015 Agreement in favor of Consultant also shall remain in full force and effect, as well as indemnification obligations under any charter, by-law or insurance policies applicable to the Company or the Consultant.

2. Consultant's Fees and Expenses.

2.1. *The Consultant's Fee.* The Consultant agrees to accept compensation for her Services under this Agreement from the Company on following terms (the "Fee"):

(a) On January 11, 2016, the Company will issue 150,000 options with a 10 year term to Consultant to purchase 150,000 shares of common stock of the Company at the closing price on January 11, 2016 that will vest 50% 90 days after the Effective Date and 50% in 180 days after the Effective Date. The options shall remain in full force and effect for the ten year term regardless of the termination of this Agreement or Consultant's services.

2.2. *Offset; Withholding; Taxes.* The Company shall pay the Consultant's Fee to the Consultant without offset, deduction or withholding of any kind or for any purpose. The Consultant shall pay any federal, state and local taxes payable by her with respect to compensation under this agreement except as provided in Section 1.11 for the tax gross up.

2.3. *The Consultant's Expenses.* The Company will reimburse the Consultant for travel expenses incurred by attending meetings for and with the Company outside of New York City, and any such other expenses as the Company shall first expressly agree to in writing. The Company shall also continue to pay for all expenses, including legal fees, for any litigation related to or arising from the Company's activities

or her activities on behalf of the Company prior to the date hereof, or her activities as a Consultant to the Company, including all costs of the Consultant if she provides testimony or otherwise becomes involved in any litigation, arbitration or similar proceeding involving the Company. The Company shall pay the Consultant within thirty (30) days of the Consultant's presentation of an invoice with respect to such expenses. The Company will also continue to name the Consultant as an insured on all director and officer insurance liability policies to the full extent it is able to do so.

3. Representations, Warranties and Covenants:

3.1. *Representations and Warranties of the Company.* The Company represents and warrants to and covenants with the Consultant that:

(a) *Incorporation, Good Standing, and Due Qualification.* The Company is a corporation duly incorporated, validly existing and in good standing under the laws of Delaware; has the corporate power and authority to own its assets and to transact the business in which it is now engaged and proposes to be engaged in; and is duly qualified as a foreign corporation and in good standing under the laws of each other jurisdiction in which such qualification is required.

(b) *Corporate Power and Authority.* The execution, delivery and performance by the Company of this Agreement, including the issuance of all of the shares referenced herein have been duly authorized by all necessary corporate action and do not and will not (i) require any consent or approval of the Company's shareholders; (ii) contravene the Company's certificate of incorporation or bylaws; (iii) violate any provision of any law, rule, regulation, order, writ, judgment, injunction, decree, determination or award presently in effect having applicability to the Company; (iv) result in a breach of or constitute a default under any agreement or other instrument to which the Company is a party.

(c) *Legally Enforceable Agreement.* This Agreement is the, legal, valid and binding obligation of the Company, enforceable against it in accordance with its terms, except to the extent that such enforcement may be limited by applicable bankruptcy, insolvency and other similar laws affecting creditors' rights generally.

3.2 *Representations and Warranties of the Consultant.* The Consultant represents and warrants to and covenants with the Company that:

(a) *Power and Authority.* The execution, delivery and performance by the Consultant of this Agreement, does not and will not (i) violate any provision of any law, rule, regulation, order, writ, judgment, injunction, decree, determination or award presently in effect having applicability to the Consultant; (ii) result in a breach of or constitute a default under any agreement or other instrument to which the Consultant is a party.

(b) *Legally Enforceable Agreement.* This Agreement is the, legal, valid and binding obligation of the Consultant, enforceable against it in accordance with its terms, except to the extent that such enforcement may be limited by applicable bankruptcy, insolvency and other similar laws affecting creditors' rights generally.

3.3 *Mutual Releases.* The parties shall execute and deliver to each other a general release of claims in the form attached to the January 2015 Agreement (the "Mutual Release") as of December 18, 2015, except such release shall not release obligations of the Company to Consultant hereunder, or under the January 2015 Agreement, or under the Company's charter, by-laws, insurance policies or any other indemnification policy

of the Company. The parties covenant that they will not bring suit against the other for any matter arising on or prior to the Effective Date except for Consultant's ability to make claims arising under the foregoing exceptions.

4. Confidential Information.

4.1. The parties hereto recognize that a major need of the Company is to preserve its specialized knowledge, trade secrets, and confidential information. The strength and good will of the Company is derived from the specialized knowledge, trade secrets, and confidential information generated from experience with the activities undertaken by the Company and its subsidiaries. The disclosure of this information and knowledge to competitors would be beneficial to them and detrimental to the Company, as would the disclosure of information about the marketing practices, pricing practices, costs, profit margins, design specifications, analytical techniques, and similar items of the Company and its subsidiaries. By reason of her being a Consultant to the Company, Consultant has or will have access to, and will obtain, specialized knowledge, trade secrets and confidential information about the Company's operations and the operations of its subsidiaries, which operations extend through the United States. Therefore, Consultant recognizes that the Company is relying on these agreements in entering into this Agreement.

4.2 During and after the Term, Consultant will not use, disclose to others, or publish any inventions or any confidential business information about the affairs of the Company, including but not limited to confidential information concerning the Company's products, methods, engineering designs and standards, analytical techniques, technical information, customer information, employee information, and other confidential information acquired by her in the course of her Services for the Company. Consultant agrees to hold as the Company's property all memoranda, books, papers, letters, formulas and other data, and all copies thereof and therefrom, in any way relating to the Company's business and affairs, whether made by her or otherwise coming into her possession, and on termination of this engagement, or on demand of the Company, at any time, to deliver the same to the Company within twenty four hours of such termination or demand.

5. Other Agreements

5.1. Non-Disparagement.

(a) Consultant agrees to not (and shall not encourage or induce others to), in any manner, directly or indirectly, make or publish any statement (orally or in writing) that would libel, slander, disparage, denigrate, ridicule or criticize the Company, any of its affiliates or any of the Company's or an affiliate's respective employees, officers or directors. Nothing in this paragraph, however, shall preclude Consultant from giving truthful testimony under oath in response to a subpoena or other lawful process and truthful answers in response to questions from a government investigator.

(b) The Company, on its behalf and on behalf of its officers, directors and agents agrees to not (and shall not encourage or induce others to), in any manner, directly or indirectly, make or publish any statement (orally or in writing) that would libel, slander, disparage, denigrate, ridicule or criticize Consultant. Nothing in this paragraph, however, shall preclude the Company or its officers, directors or agents from giving truthful testimony under oath in response to a subpoena or other lawful process and truthful answers in response to questions from a government investigator.

5.2. *Prior Review.* The Company agrees that at any time during or after the Term, prior to issuing or publishing or disseminating any correspondence, press release, public presentation, electronic presentation,

information release, Form 8-K filing or other filing under the securities laws that mentions or refers to the Consultant in any way, it will provide Consultant with an opportunity to review and comment on any statements or disclosures concerning Consultant, and that no statements or disclosures shall be made about Consultant to which Consultant has objected unless Company counsel opines that such statements or disclosures are legally required.

6. General Provisions.

6.1. *Entire Agreement; Modification; Waivers.* This Agreement contains the entire agreement of the parties, and supersedes any prior agreements with respect to its subject matter. No default by Consultant under the January 2015 Agreement exists as of the Effective Date. Notwithstanding the foregoing, Parties acknowledge that the Consultant is party to the January 2015 Agreement referred to above, and all of the other employment agreements, referenced therein. Nothing in this Agreement is intended to modify or reduce the obligations of the Company to the Consultant pursuant to such January 2015 Agreement, including but not limited to her continued right to receive severance payments for the Severance Period as provided therein, her rights under all stock options previously issued to her, her rights to COBRA reimbursement for the full 18 months after termination of her employment, her rights to receive her life insurance benefit of \$1,044 monthly for 18 months after termination of employment (and to have such policy assigned to her), and her rights to indemnification. This Agreement shall not be modified except by written instrument signed by the parties. No waiver of any provision of this Agreement shall be effective unless made in writing and signed by the party making the waiver. The waiver of any provision of this Agreement shall not be deemed to be a waiver of any other provision or any future waiver of the same provision.

6.2. *Notices.* All notices given under this Agreement shall be in writing, addressed to the parties as set forth below, and shall be effective on the earliest of (i) the date received, or (ii) on the second business day after delivery to a major international air delivery or air courier service (such as Federal Express or Network Couriers):

If to the Company:

If to the Consultant:

Caladrius, Inc.

Robin Smith, MD

106 Allen Road, Fourth Floor,

420 Lexington Ave, Suite 350

Basking Ridge, NJ 07920

New York, NY 10170

Attention: David Mazzo, Ph.D.

Attention: Robin L. Smith, MD

6.3. *Governing Law.* This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

6.4. *Jurisdiction and Venue.* The courts of the State of New York shall have exclusive jurisdiction to hear, adjudicate, decide, determine and enter final judgment in any action, suit, proceeding, case, controversy or dispute, whether at law or in equity or both, and whether in contract or tort or both, arising out of or related to this Agreement, or the construction or enforcement hereof or thereof (any such action, suit, proceeding, case, controversy or dispute, shall be collectively referred to as a “Related Action”). The Company and the Consultant hereby irrevocably consent and submit to the exclusive personal jurisdiction of the New York courts to hear, adjudicate, decide, determine and enter final judgment in any Related Action. The Company and the Consultant hereby irrevocably waive and agree not to assert any right or claim that it is not personally subject to the jurisdiction in any Related Action, including any claim of forum non conveniens or that the New York courts are not the proper venue or form to adjudicate any Related Action. If any Related

Action is brought or maintained in any court other than the New York courts, then that court shall, at the request of the Company or the Consultant, dismiss that action. The parties may enter a judgment rendered by the courts of New York under this Agreement for enforcement in the courts of New York and the party against whom such judgment is taken will not contest the authority of such courts to enforce such a judgment.

6.5. *Waiver of Jury Trial.* The Company and the Consultant hereby waive trial by jury in any Related Action.

6.6. *Attorney's Fees.* The Company shall pay the Consultant up to \$12,500 for her attorney's fees in connection with the preparation and execution of this Agreement, and shall pay her costs of suit, including reasonable attorney's fees, in any suit in which she is the prevailing party to enforce this Agreement or any other agreement between Consultant and the Company.

6.7. *Binding Effect.* This Agreement shall be binding on, and shall inure to the benefit of the parties and their respective successors in interest.

6.8. *Construction; Counterparts.* This Agreement shall be construed as a whole and in favor of the validity and enforceability of each of its provisions, so as to carry out the intent of the parties as expressed herein. Headings are for the convenience of reference, and the meaning and interpretation of the text of any provision shall take precedence over its heading. This Agreement may be signed in one or more counterparts, each of which shall constitute an original, but all of which, taken together shall constitute one agreement. A faxed copy or photocopy of a party's signature shall be deemed an original for all purposes.

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

The Company: *The Consultant:*

CALADRIUS BIOSCIENCES, INC.

By: /s/ David Mazzo /s/ Robin L. Smith

Name: David J. Mazzo, Ph.D. Robin Smith

Title: Chief Executive Officer

Mutual Release

1. **Release by the Consultant.** In consideration of the payments and benefits to be made under the Consulting Agreement (the “Consulting Agreement”) dated as of December 18, 2015 between Caladrius Biosciences, Inc. (the “Company”) and Dr. Robin L. Smith (the “Consultant”), with the intention of binding the Consultant and the Consultant’s heirs, executors, administrators and assigns (the “Consultant Parties”), the Consultant does hereby release, remise, acquit and forever discharge the Company and each of its subsidiaries (the “Company Affiliated Group”), their present and former officers, directors, executives, agents, attorneys, employees and employee benefits plans (and the fiduciaries thereof), and the successors, predecessors and assigns of each of the foregoing, (collectively, the “Company Released Parties”), of and from any and all claims, actions, causes of action, complaints, charges, demands, rights, damages, debts, sums of money, accounts, financial obligations, suits, expenses, attorneys’ fees and liabilities of whatever kind or nature in law, equity or otherwise, whether accrued, absolute, contingent, unliquidated or otherwise and whether now known or unknown, suspected or unsuspected which the Consultant, individually or as a member of a class, now has, owns or holds, or has at any time heretofore had, owned or held, against any of the Company Released Parties in any capacity, including, without limitation, any and all claims (i) arising out of or in any way connected with the Consultant’s service to any member of the Company Affiliated Group (or the predecessors thereof) in any capacity, or the termination of such service in any such capacity, (ii) for severance or vacation benefits, unpaid wages, salary or incentive payments, (iii) for breach of contract, wrongful discharge, impairment of economic opportunity, defamation, intentional infliction of emotional harm or other tort, and (iv) for any violation of applicable state and local labor and employment laws (including, without limitation, all laws concerning unlawful and unfair labor and employment practices), any and all claims based on the Consultant Retirement Income Security Act of 1974 (“ERISA”), any and all claims arising under the civil rights laws of any federal, state or local jurisdiction, including, without limitation, Title VII of the Civil Rights Act of 1964 (“Title VII”), the Americans with Disabilities Act (“ADA”), Sections 503 and 504 of the Rehabilitation Act, the Family and Medical Leave Act, the Age Discrimination in Employment Act (“ADEA”), the New York State Human Rights Law, the New York City Human Rights Law, the Sarbanes Oxley Act of 2002, the False Claims Act, and any and all claims under any whistleblower laws or whistleblower provisions of other laws; provided, however, that nothing in this Section 1 releases any obligations of the Company Released Parties with respect to the rights of the Consultant that are provided under, or preserved by, the Consulting Agreement.

2. **Release by Company.**

(a) The Company, on its own behalf and on behalf of each of the other member of the Company Affiliated Group, hereby releases the Consultant Parties from any and all claims that the Company Released Parties had or may ever have against the Consultant Parties from the beginning of time and up to and including the date that Company has executed, and delivered, this Release.

(b) Notwithstanding the foregoing, the release granted under Section 2(a) specifically excludes (i) the violation of any federal, state or local statutory and/or public policy right or entitlement that, by applicable law, is not waivable; (ii) any claim based on willful misconduct by the Consultant (with willful misconduct defined in this context to mean misconduct that is known by the Consultant not to be in the interest of the Company); (iii) any claim for breach of this Mutual Release or the Consulting Agreement by the Consultant; (iv) the Company’s right to recoup payments to the Consultant, to the extent required under the Sarbanes-Oxley Act of 2002 and the Dodd-Frank Act; and (v) any wrongful act or omission occurring after the date that the Company has executed, and delivered, this Mutual Release.

(c) To the extent that this Section 2 is not enforceable against any Company Released Party, the Company agrees to promptly indemnify and hold the Consultant harmless from any liability, costs or obligations with respect to any claims (including, without limitation, any attorney fees or other charges incurred in defending any such claims) released by this Release.

3. **No Admissions.** The Company and the Consultant acknowledge and agree that the releases provided in Section 1 and 2 are not to be construed in any way as an admission of any liability whatsoever by any Company Released Party or by the Consultant.

4. **Representations.** The Consultant represents and warrants that she is unaware of any facts that could constitute unlawful conduct by the Company that have not already been presented to the Board.

5. **Specific Waiver.** The Consultant specifically acknowledges that his or her acceptance of the terms of this Mutual Release is, among other things, a specific waiver of his or her right, claims and causes of action under Title VII, ADEA, ADA and any state or local law or regulation in respect of discrimination of any kind; provided, however, that nothing herein shall be deemed, nor does anything herein purport, to be a waiver of any right or claim or cause of action which by law the Consultant is not permitted to waive. This Mutual Release is not intended to, and shall not, in any way prohibit, limit or otherwise interfere with the Consultant's protected right to communicate or file a charge with, or participate in an investigation or proceeding conducted by, the Equal Employment Opportunity Commission ("EEOC") or similar federal, state or local government body or agency charged with enforcing employment discrimination laws but the Consultant hereby waives any and all rights to relief or recovery, under, or by virtue of, any such filing of a charge with, or investigation, hearing or proceeding conducted by, the EEOC or any other similar federal, state or local government agency relating to any claim that has been released in this Mutual Release.

6. **Voluntariness.** The Consultant agrees that she is relying solely upon her own judgment; that the Consultant is over 18 years of age and is legally competent to sign this Mutual Release; that the Consultant is knowingly or voluntarily signing this Mutual Release of her own free will; that the Consultant has read and understood the Mutual Release before signing it; and that the Consultant is signing this Mutual Release in exchange for consideration that she believes is satisfactory and adequate.

7. **Legal Counsel.** The Consultant acknowledges that she has been informed of the right to consult with legal counsel of her choice and has done so.

8. **Complete Agreement/Severability.** This Mutual Release together with the Consulting Agreement constitutes the complete and final agreement between the parties and supersedes and replaces all prior or contemporaneous agreements, negotiations, or discussions relating to the subject matter of this Mutual Release. All provisions and portions of this Mutual Release are severable. If any provision or portion of this Mutual Release or the application of any provision or portion of the Mutual Release shall be determined to be invalid or unenforceable to any extent or for any reason, all other provisions and portions of this Mutual Release shall remain in full force and shall continue to be enforceable to the fullest and greatest extent permitted by law.

9. **Acceptance.** The Consultant acknowledges that she has been given a period of twenty-one (21) days within which to consider this Mutual Release, unless applicable law requires a longer period, in which case the Consultant shall be advised of such longer period and such longer period shall apply. The Consultant represents and warrants that she has had sufficient opportunity to consider this Mutual Release, has carefully read it and understands all of its terms and understands that it is valid, binding and enforceable against the Consultant and the Company in accordance with its terms.

The Consultant further acknowledges, understands and agrees that that the general release of claims in above includes, but is not limited to, **a waiver and release of all claims that she may have under the Age**

Discrimination in Employment Act of 1967, as amended (the “ADEA”) arising up to and including the date that she signs this Mutual Release. As required by the Older Workers Benefit Protection Act of 1990, the Consultant is hereby advised that:

- She is not waiving any rights or claims under the ADEA that may arise after the date she sign this Mutual Release;
- She should consult with an attorney of her choice concerning her rights and obligations under this Mutual Release before signing this Mutual Release;
- She should fully consider this Mutual Release before signing it;
- nothing in this Mutual Release prevents or precludes you from challenging (or seeking a determination of) the validity of the waiver under the ADEA;
- she has 21 days from the date she received this Mutual Release to consider whether or not she wants to sign it. The Consultant also should understand that she may use as much or as little of the 21-day period as she wishes before deciding whether or not to sign this Mutual Release;
- if the Consultant does not sign and return this Mutual Release within the required time period, then the Company’s offer to provide you with the severance and other payments described herein above, will automatically terminate;
- at any time within 7 days after signing this Mutual Release, the Consultant may change her mind and revoke her acceptance of this Mutual Release. To be effective, the Consultant’s revocation must be in writing and either hand-delivered or sent electronically to the Company within the 7-day period.
- this Mutual Release is not effective or enforceable until (and if) the revocation period has passed without a revocation;
- if the Consultant exercises her right to revoke, this Mutual Release (including, without limitation, the Company’s offer to provide you with the severance and other payments described herein and the mutual release of claims will not be enforceable; and
- if the Consultant does not revoke her acceptance of this Mutual Release, the eighth day following that date that the Consultant signs this Mutual Release will be the effective date.

10. **Governing Law.** Except for issues or matters as to which federal law is applicable, this Mutual Release shall be governed by and construed and enforced in accordance with the laws of the State of New York without giving effect to the conflicts of law principles thereof. The parties consent to the exclusive forum of the state and federal courts located in New York in the Borough of Manhattan with respect to any dispute.

The Company and Consultant indicate their acceptance of this Mutual Release by signing and dating it and returning it to the other. This Mutual Release may also be executed in several counterparts, each of which shall be deemed an original and said counterparts shall constitute but one and the same instrument. **Signatures delivered by facsimile (including, without limitation, by “pdf”) shall be effective for all purposes.**

ACCEPTED AND AGREED:

/s/ Robin L. Smith

Dr. Robin L. Smith

Date: December 18, 2015

Caladrius Biosciences, Inc.

By: /s/ David Mazzo

Name: David J. Mazzo, Ph.D.

Title: Chief Executive Officer

Date: December 18, 2015

EMPLOYMENT AGREEMENT

This EMPLOYMENT AGREEMENT (this “Agreement”), dated and effective as of December 22, 2015, (the “Effective Date”) is by and between Caladrius Biosciences, Inc. (“the Company”) and Robert Preti, Ph.D. (the “Executive”).

W I T N E S S E T H:

WHEREAS, the Executive currently serves as Senior Vice President, Manufacturing and Technical Operations and Chief Technology Officer of the Company as well as President of PCT LLC, a Caladrius company (“PCT”), and the Company desires to continue Executive’s employment in that capacity and the Executive desires to continue to be so employed by the Company; and

WHEREAS, Executive currently is employed pursuant to the terms of a certain First Amendment to Employment Agreement dated as of October 27, 2014 to Employment Agreement dated as of September 23, 2010 and effective January 19, 2011 by and between Progenitor Cell Therapy, LLC and Executive (“First Amendment”); and

WHEREAS, the Company and the Executive each believe it is in their respective best interests to enter into this Agreement setting forth the mutual understandings and agreements reached between the Company and the Executive with respect to the Executive’s employment with the Company and certain restrictions on the Executive’s conduct benefiting the Company during such time and thereafter, all as set forth herein, which Agreement hereby cancels, terminates and supersedes in all respects the First Amendment which otherwise is due to expire by its terms on January 19, 2016, as well as any other employment agreement that may exist between Company and Executive or PCT and Executive.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

Section 1. *Employment.* The Company agrees to employ the Executive, and the Executive agrees to continue to be employed by the Company on a full-time basis, for the period commencing on the Effective Date and, subject to earlier termination pursuant to Section 6 below, continuing until December 31, 2018 (the “Initial Term”). Effective upon the expiration of the Initial Term and of each Renewal Term, if any, this Agreement and the Executive’s employment hereunder may be extended by mutual agreement between the Company (acting through the Compensation Committee of the Caladrius Board of Directors (the “Board”) and the Executive for an additional period of one (1) year, subject to earlier termination pursuant to Section 6 below (each, a “Renewal Term”), in each such case, commencing upon the expiration of the Initial Term or the then-current Renewal Term, as the case may be, but only if, at least ninety (90) calendar days prior to the expiration of the Initial Term or the then-current Renewal Term, as the case may be, the Company (acting through the Compensation Committee of the Board) shall have given written notice to the Executive of the Company’s intention to extend the Term (the “Extension Notice”). In the event that the Company does not provide an Extension Notice in the manner and within the time period set forth in the preceding sentence, the Term automatically shall expire at the end of the Initial Term or the then-current Renewal Term, as the case may be. As used in this Agreement, the “Term” shall refer to the period beginning on the Effective Date and ending on the effective date of the termination of this Agreement and the Executive’s employment

hereunder (the “Termination Date”) in accordance with this Section 1 or Section 6 below. The Executive hereby represents and warrants to the Company that he has the legal capacity to execute and perform this Agreement, and that its execution and performance by him will not violate the terms of any existing agreement or understanding to which the Executive is a party; and the Company hereby represents and warrants to the Executive that the person executing this Agreement on its behalf has the authority to do so and to bind the Company.

Section 2. *Position and Duties.* During the Term, the Executive shall be employed as the Company’s Senior Vice President, Manufacturing and Technical Operations and Chief Technology Officer as well as President of PCT and shall perform duties consistent with such positions and such other related duties as the Company’s Chief Executive Officer (“CEO”) otherwise shall reasonably request. The CEO shall have the power to direct, control and supervise the duties to be performed hereunder, the means and the manner of performing such duties, and the terms and time for performing said duties as are reasonable in keeping with Executive’s office and positions. Executive shall report to the CEO or such other person as may be mutually agreed upon (any such person to assume the related authority of the CEO), including but not limited to direct responsibility for all day-to-day operations of PCT, and such other related duties as the Company’s CEO shall reasonably request. During the Term, and except for vacation in accordance with Section 5(a) below, the Executive shall devote his full business time, attention, skill and efforts to the business and affairs of the Company, PCT and its subsidiaries and shall comply with the Company’s code of conduct, policies and procedures in place from time to time; provided, however; the foregoing shall not prevent the Executive from (a) engaging in not-for-profit activities (e.g., board membership with charitable, educational, or religious organizations), (b) serving on the board of directors of the Alliance for Regenerative Medicine , or in the event that the Executive ceases to serve on such boards, then, subject to the prior written approval of the Board, which shall not be unreasonably withheld, serving on the board of directors (or similar governing body) of not more than two (2) other business entities that are not competitors of the Company (as determined in good faith by the Board, it being understood that a failure to approve if service would be inconsistent with ISS standards is reasonable), or (c) managing the Executive’s personal and immediate family member’s passive investments, as long as, in each case, such activities individually or in the aggregate do not materially interfere or conflict with the Executive’s duties hereunder or create a potential business or fiduciary conflict (in each case, as determined in good faith by the Board). Executive shall initially be based in Allendale, New Jersey; provided, however, it is understood that the Executive shall be required to travel (both within the US and abroad) as reasonably necessary to perform his duties hereunder.

Board of Directors: In partial consideration of this Agreement, the Executive has been elected as a member of the Caladrius Board of Directors.

Section 3. *Compensation.* For all services rendered by the Executive in any capacity required hereunder during the Term, the Executive shall be compensated as follows:

(a) The Company shall pay the Executive a base salary (the “Base Salary”) at the annualized rate of \$475,000, which shall be subject to customary withholdings and authorized deductions and be payable in equal installments in accordance with the Company’s customary payroll practices in place from time to time. The Executive’s Base Salary shall be subject to review by the CEO, the Board and/or the Compensation Committee of the Board (the “Compensation Committee”) at least annually and may be increased, but not decreased, from time to time. As used in this Agreement, the term “Base Salary” shall refer to base salary as may be adjusted from time to time.

(b) The Executive shall be entitled to participate in all compensation and employee benefit plans or programs and to receive all other benefits and perquisites that are approved by the Board and are

generally made available by the Company to other senior executives of the Company and to the extent permissible under the general terms and provisions of such plans or programs and in accordance with the provisions thereof. Notwithstanding any of the foregoing, nothing in this Agreement shall require the Company or any subsidiary or affiliate thereof to establish, maintain or continue any particular plan or program nor preclude the amendment, rescission or termination of any such plan or program that may be established from time to time.

(c) Upon the Effective Date, the Executive shall be granted an option (the "Initial Option") to purchase 200,000 shares (the "Initial Option Shares") of the Company's common stock, \$.001 par value (the "Common Stock") under and subject to the Company's 2015 Equity Compensation Plan, as the same may be amended and/or restated from time to time, at an exercise price equal to the closing price of the Common Stock on the Effective Date. The Initial Option shall be subject in all respects to the terms and conditions of the 2015 Equity Compensation Plan and applicable law and shall be subject to a written grant agreement setting forth the terms and conditions to which such Initial Option grant shall be subject ("Initial Grant Agreement"). The Initial Grant Agreement will provide, among other things, that 50,000 shares of the Initial Option Shares shall be immediately vested, with the balance of the Initial Option Shares vesting in even increments of 12,500 shares quarterly over a period of thirty-six (36) months from the grant date (in each case, subject to the Executive's continued employment with the Company on the applicable vesting date). All Options and Option Share issuances are subject to the Executive's execution of the Company's Insider Trading Policy. In addition, the Executive acknowledges that in his position he will be an "affiliate" of the Company for purposes of U.S. securities laws and the Option Shares and any transfer of the Option Shares will be treated as such.

(d) Upon the Effective Date, the Executive shall be granted a \$500,000 sign on bonus payable in 3 equal annual installments, the initial installment of which is to be paid on the earlier of the date of payment of 2015 performance bonuses to executives of the Company or April 1, 2016. The remaining two installments will be paid on the first and second anniversaries of the initial installment.

(e) The Executive shall be eligible to receive an annual cash bonus for each full calendar year ending during the Term ("Annual Bonus"). The Executive's target Annual Bonus starting in 2016 will equal 40% of his Base Salary (the "Target Bonus"). Executive's 2015 target bonus shall remain at 35% per his prior employment agreement. Annual Bonus will be determined by the Compensation Committee of the Board with input from the CEO based upon the level of achievement of the Company's corporate goals and objectives for the calendar year with respect to which the Annual Bonus relates and the Executive's individual performance (in each case, as reasonably determined by the Compensation Committee of the Board with input from the CEO).

Section 4. Business Expenses. The Company shall pay or reimburse the Executive for all reasonable travel (it being understood that travel shall be arranged by the Company when practicable) and other reasonable expenses incurred by the Executive in connection with the performance of his duties and obligations under this Agreement, subject to the Executive's presentation of appropriate vouchers or receipts in accordance with such policies and approval procedures as the Company may from time to time establish for employees (including but not limited to prior approval of extraordinary expenses) and to preserve any deductions for Federal income taxation purposes to which the Company may be entitled.

Section 5. Benefits; Perquisites; Expense Reimbursement. In addition to those payments and benefits set forth above or elsewhere herein, Executive shall be entitled to the following other benefits and payments:

(a) Vacation. Executive shall be entitled to four (4) weeks paid vacation per calendar year (pro-rated in the event of a service year which is shorter than a calendar year), in addition to Company-observed holidays. Any vacation time not used during a calendar year shall be treated in accordance with the Company's policies relating to unused vacation.

(b) D&O Insurance. The Executive shall be covered by the Directors and Officers Liability Insurance policy that generally covers the directors and officers of the Company, provided by the Company at its expense.

(c) Indemnification. The Executive shall be entitled to the benefit of the indemnification provisions contained in the Company's By-Laws or Certificate of Incorporation as they may be amended from time to time, to the extent permitted by applicable law, at the time of the assertion of any liability against the Executive.

Section 6. Termination of Employment.

(a) Events of Termination. The Executive's employment hereunder may be terminated upon the occurrence of any of the following events:

(i) Termination for Cause. The Company may terminate the Executive's employment hereunder for Cause at any time. For purposes of this Agreement, "Cause" shall mean that the Executive has: (A) committed gross negligence in connection with his duties as set forth herein or otherwise with respect to the business and affairs of the Company, its subsidiaries and/or its other affiliates; (B) committed fraud in connection with his duties as set forth herein or otherwise with respect to the business and affairs of the Company, its subsidiaries and/or its other affiliates; (C) engaged in personal dishonesty, willful misconduct, willful violation of any law, or breach of fiduciary duty, in each instance, with respect to the business and affairs of the Company, its subsidiaries and/or its other affiliates; (D) been indicted for, or has been found by a court of competent jurisdiction to have committed or plead guilty to, (1) a felony (or state law equivalent) or (2) any other serious crime involving moral turpitude or that has (or is reasonably likely to have) a material adverse effect either on (x) the Executive's ability to perform his duties under the Agreement or (y) the reputation and goodwill of the Company, regardless of whether or not such other crime is related or unrelated to the business of the Company, its subsidiaries or other affiliates; (E) shown chronic use of alcohol, drugs or other similar substances that materially affects the Executive's work performance; (F) breached his obligations under (1) this Agreement, (2) the Confidentiality, Non-Compete and Inventions Assignment Agreement attached hereto as Exhibit A (the "Covenants Agreement") or (3) any other agreement executed by the Executive for the benefit of the Company, its subsidiaries and/or other affiliates, provided, that, if such breach described in this clause (F) is susceptible to cure, the Executive shall have thirty (30) days after notice to cure such breach; (G) failed to materially perform the Executive's duties or to follow the lawful directives of the CEO; provided, that, if such failure described in this clause (G) is susceptible to cure, the Executive shall have thirty (30) days after notice to cure such failure; or (H) materially violated the Company's written code of conduct or other written or established policies and/or procedures in place from time to time; provided, that, if such violation described in this clause (H) is susceptible to cure, the Executive shall have thirty (30) days after notice from the Board to cure such violation. Any notice to the Executive under this Section 6(a)(i) shall be in writing and shall specify in reasonable detail the Executive's acts or omissions that the Company alleges constitute "Cause."

(ii) Termination without Cause. The Company may terminate the Executive's employment hereunder without Cause (other than by reason of death or Disability) at any time upon notice to Executive.

(iii) Resignation for Good Reason. The Executive may voluntarily terminate his employment hereunder for Good Reason (as defined below) upon written notice to the Company in accordance

with the definition thereof. For purposes of this Agreement, “Good Reason” shall mean the occurrence of any of the following events: (A) material breach by the Company of its obligations under this Agreement; (B) the Executive’s position, duties, responsibilities, or authority have been materially reduced or the Executive has repeatedly been assigned duties that are materially inconsistent with his duties set forth herein, in each case, without the Executive’s consent or (C) the relocation of the Executive’s principal place of employment, without the Executive’s consent, in a manner that lengthens his one-way commute distance by fifty (50) or more miles. “Good Reason” shall not be deemed to exist, however, unless (1) the Executive shall have given written notice to the Company specifying in reasonable detail the Company’s acts or omissions that the Executive alleges constitute “Good Reason” within sixty (60) days after the first occurrence of such circumstances and the Company shall have failed to cure any such act or omission within sixty (60) days of receipt of such written notice, and (2) the Executive actually terminates employment within one hundred eighty (180) days following the initial occurrence of the of any of the foregoing conditions that he considers to be “Good Reason.” If the Executive fails to provide this notice and cure period prior to his resignation, or resigns more than one hundred eighty (180) days after the initial existence of the condition, his resignation will not be deemed to be for “Good Reason.”

(iv) Resignation without Good Reason. The Executive may voluntarily terminate his employment hereunder for any reason at any time, including for any reason that does not constitute Good Reason, upon six (6) months’ prior written notice to the Company, provided, however, the Company reserves the right, upon written notice to the Executive, to accept the Executive’s notice of resignation and to accelerate such notice and make the Executive’s resignation effective immediately, or on such other date prior to the Executive’s intended last day of work as the Company deems appropriate. It is understood and agreed that the Company’s election to accelerate Executive’s notice of resignation shall not be deemed a termination by the Company without Cause for purposes of Section 6(a)(ii) of this Agreement, Section 7(a) of this Agreement or otherwise, or constitute Good Reason for purposes of Section 6(a)(iii) of this Agreement, Section 7(a) of this Agreement or otherwise.

(v) Disability. The Executive’s employment hereunder shall terminate upon his Disability. For purposes of this Agreement, “Disability” shall mean that the Executive has been unable to perform his duties to the Company on account of physical or mental illness or incapacity for a period of ninety (90) consecutive calendar days or one hundred twenty (120) calendar days (whether or not consecutive) during any 365-day period, as a result of a condition that is treated as a total or permanent disability under the long-term disability insurance policy of the Company that covers the Executive.

(vi) Death. The Executive’s employment hereunder shall automatically terminate upon his death.

(vii) Expiration of Term. As set forth in Section 1 above, the Executive’s employment hereunder shall automatically terminate upon the expiration of the Term. If the Executive’s employment hereunder terminates upon the expiration of the Term because the Executive elects not to extend the Term, then the Company’s obligations to the Executive shall, in full discharge of all the Company’s obligations to the Executive hereunder or otherwise pay and/or provide the Executive with any Accrued Rights under Section 7(a)(i) hereof. If the Executive’s employment hereunder terminates upon expiration of the Term because the Company does not offer to extend the Term in accordance with Section 1, then, in full discharge of all of the Company’s obligations to the Executive hereunder, or otherwise, the Executive shall be entitled to receive the Accrued Rights under Section 7(a)(i) and other benefits described in Section 7(a)(ii) and 7(a)(iii), subject to Sections 7(e) and 7(f). In either case, all stock options shall be treated in accordance with the 2009 or 2015 Equity Compensation Plans, as applicable.

(b) Resignation from Directorships, Officerships and Committees. The termination of the Executive's employment for any reason shall constitute the Executive's resignation from (i) any director, officer, employee or committee position the Executive has with the Company or any of its affiliates and (ii) all fiduciary positions the Executive holds with respect to any employee benefit plans or trusts established by the Company. The Executive agrees that this Agreement shall serve as written notice of resignation in this circumstance; provided, however, the Executive agrees to take any additional actions that are deemed reasonably necessary by the Company to effectuate or evidence such resignations.

Section 7. Compensation upon Termination of Employment. All defined terms used in this Section 7 but not defined in this Section 7 or elsewhere in this Agreement shall have the meanings ascribed to such terms in the Covenants Agreement:

(a) Resignation for Good Reason; Termination without Cause. In the event that, during the Term, the Company terminates Executive's employment without Cause (other than by reason of death or Disability) or the Executive voluntarily terminates his employment for Good Reason, the Company shall, in full discharge of all of the Company's obligations to the Executive hereunder or otherwise, provide the Executive with the following payments and benefits:

(i) Accrued Rights. The Company shall pay the Executive a lump-sum amount, within thirty (30) days following the Termination Date (or earlier if required by law), equal to the sum of (A) his earned but unpaid Base Salary through the last day of the Executive's employment ("Termination Date"), (B) any bonus amount earned and vested but not paid for periods ending on or prior to the Termination Date, (C) any accrued and unused vacation time, (D) any unreimbursed business expenses or other amounts due to the Executive from the Company as of the Termination Date, and (E) all other payments and benefits to which the Executive then may be entitled under the terms of any applicable compensation arrangement or benefit, equity or perquisite plan or program or grant or this Agreement, including but not limited to any applicable insurance benefits (the "Accrued Rights").

(ii) Additional Payments. Subject to Sections 7(e) and 7(f) below, the Company shall make additional payments to Executive in the form of continuation of the Executive's then-current Base Salary (the "Additional Payments") for a period beginning on the Termination Date and ending on the twelve (12) month anniversary of the Termination Date (the "Severance Period"), payable in accordance with the Company's regular payroll practices, commencing on the Company's first regular payroll date that occurs on or immediately after the 60th day following the Termination Date; provided, however, the first installment payment of the Additional Payments shall include the cumulative amount of payments that would have been paid to the Executive during the period of time between the Termination Date and the date the Additional Payments commence had such payments commenced immediately following the Termination Date.

(iii) COBRA Assistance. If Executive then participates in the Company's medical and/or dental plans and Executive timely elects to continue and maintain group health plan coverage pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("COBRA"), then, subject to Sections 7(e) and 7(f) below, the Company will pay monthly, on the Executive's behalf, a portion of the cost of such coverage for the Severance Period, which payments will be equal to the amount of the monthly premium for such coverage, less the amount that Executive would have been required to pay if Executive had remained an active Executive of the Company (the "COBRA Assistance"); provided, however, that if and to the extent that the Company may not provide such COBRA Assistance without incurring tax penalties or violating any requirement of the law, the Company shall use its commercially reasonable best efforts to provide substantially similar assistance in an alternative manner provided that the cost of doing so does not

exceed the cost that the Company would have incurred had the COBRA Assistance been provided in the manner described above or cause a violation of Section 409A (as defined in Section 19 below).

(iv) Options. All unvested stock options granted to Employee pursuant to Section 3 (c) above that would have vested if Employee had remained in the employment of the Company for a period of one year after the date of termination of his employment will be deemed vested. All other unvested options will terminate immediately upon such a termination and otherwise stock options shall be treated in accordance with the 2009 Equity Compensation Plan or 2015 Equity Compensation Plan as applicable.

(b) Resignation without Good Reason; Termination for Cause or upon Death or Disability.

(i) In the event that during the Term the Company terminates Executive's employment for Cause or the Executive voluntarily terminates his employment other than for Good Reason, the Company shall, in full discharge of all of the Company's obligations to the Executive hereunder or otherwise, pay and/or provide the Executive with any Accrued Rights under Section 7(a)(i) hereof. All stock options shall be treated in accordance with the 2009 Equity Compensation Plan or 2015 Equity Compensation Plan as applicable.

(ii) In the event that during the Term the Executive's employment is terminated due to the Executive's death or Disability, the Company shall, in full discharge of all of the Company's obligations to the Executive (or his estate, if applicable) hereunder or otherwise, (A) pay and/or provide the Executive (or his estate with) with any Accrued Rights under Section 7(a)(i) hereof and (B) subject to Sections 7(e) and 7(f) below, provide the COBRA Assistance under Section 7(a)(iii). All stock options shall be treated in accordance with the 2009 Equity Compensation Plan or 2015 Equity Compensation Plan as applicable.

(c) No Further Rights; Continued Obligations under the Covenants Agreement. The Executive shall have no further rights under this Agreement or otherwise to receive any other compensation or benefits after such termination or resignation of employment under the Company's severance arrangements or otherwise, except with respect to the payments and benefits specifically provided for under this Section 7. The Executive acknowledges and agrees that, on the expiration of the Term or the earlier termination of his employment for any reason or no reason (whether initiated by the Executive or the Company), the Executive shall continue to be bound by his obligations pursuant to the Covenants Agreement.

(d) Release of Claims. Notwithstanding anything contained in this Agreement to the contrary, the Company's provision of the payments and benefits under Sections 7(a)(ii), 7(a)(iii), 7(a)(iv), 7(a)(v) and 7(c)(ii) hereof shall be contingent in all respects on the Executive (or, if applicable, his estate) executing (and not revoking) a general release of claims against the Company, its affiliates and related parties, in a form reasonably satisfactory to the Company (the "Release") and the Release becoming effective (and no longer subject to revocation) within sixty (60) days following the Termination Date.

(e) Breach of Release or Covenants Agreement. Notwithstanding anything set forth in this Agreement to the contrary, in the event of a breach by the Executive of his obligations under the Covenants Agreement or the Release Agreement and in addition to any other remedies under the Covenants Agreement, the Release Agreement or at law or in equity, the Company shall have no further obligations under Sections 7(a)(ii), 7(a)(iii), 7(a)(iv), or 7(c)(ii) (if and as applicable) and the Executive shall be required, upon demand, to return to the Company any payments previously made by the Company pursuant to Section 7(a)(ii), 7(a)(iii), 7(a)(iv), or 7(c)(ii).

(f) Mitigation of Damages. In no event shall the Executive be obliged to seek other employment or take any other action by way of mitigation of the severance benefits payable to the Executive under any of the provisions of this Agreement, nor shall the amount of any severance benefit hereunder be reduced by any compensation earned by the Executive as a result of employment by another employer, except as set forth in this Agreement.

Section 8. *Covenants Agreement; Corporate Policies.*

(a) Covenants Agreement. The Executive acknowledges that Executive, as a condition to (and a material inducement for) the Company entering into this Agreement, is simultaneously executing the Covenants Agreement, which is attached hereto as Exhibit A, the terms of which are incorporated herein by reference, and that the terms of the Covenants Agreement will be in full force and effect as of the Effective Date and shall survive the expiration of this Agreement or the earlier termination of Executive's employment hereunder.

(b) Corporate Policies. The Executive acknowledges and agrees that during the Term, he will be bound by, and comply with, the Company's various written corporate policies applicable to other senior executives of the Company, including but not limited to its expense reimbursement policies.

Section 9. *Withholding Taxes.* The Company may directly or indirectly withhold from any payments made under this Agreement all Federal, state, city or other taxes and all other deductions as shall be required pursuant to any law or governmental regulation or ruling or pursuant to any contributory benefit plan maintained by the Company in which the Executive may participate.

Section 10. *Notices.* All notices, requests, demands and other communications required or permitted hereunder shall be given in writing and shall be deemed to have been duly given if delivered or mailed, postage prepaid, by certified or registered mail or by use of an independent third party commercial delivery service for same day or next day delivery and providing a signed receipt as follows:

To the Company:

Caladrius Biosciences, Inc.
420 Lexington Avenue
Suite 350
New York, New York 10170
Attention: General Counsel

and a copy (which shall not constitute notice) shall also be sent to:

Neil A. Torpey, Esq.
Paul Hastings LLP
75 East 55th Street
New York, New York 10022

To the Executive:

Robert Preti, Ph.D.
80 Nursery Road
Ridgefield, CT 06877

or to such other address as either party shall have previously specified in writing to the other. Notice by mail shall be deemed effective on the second business day after its deposit with the United States Postal Service, notice by same day courier service shall be deemed effective on the day of deposit with the delivery service and notice by next day delivery service shall be deemed effective on the day following the deposit with the delivery service.

Section 11. *No Attachment.* Except as required by law, no right to receive payments under this Agreement shall be subject to anticipation, commutation, alienation, sale, assignment, encumbrance, charge, pledge, or hypothecation or to execution, attachment, levy, or similar process or assignment by operation of law, and any attempt, voluntary or involuntary, to effect any such action shall be null, void and of no effect; provided, however, that nothing in this Section 11 shall preclude the assumption of such rights by executors, administrators or other legal representatives of the Executive or his estate and their conveying any rights hereunder to the person or persons entitled thereto.

Section 12. *Source of Payment.* All payments provided for under this Agreement shall be paid in cash from the general funds of the Company. The Company shall not be required to establish a special or separate fund or other segregation of assets to assure such payments, and, if the Company shall make any investments to aid it in meeting its obligations hereunder, the Executive shall have no right, title or interest whatever in or to any such investments except as may otherwise be expressly provided in a separate written instrument relating to such investments. Nothing contained in this Agreement, and no action taken pursuant to its provisions, shall create or be construed to create a trust of any kind, or a fiduciary relationship, between the Company and the Executive or any other person. To the extent that any person acquires a right to receive payments from the Company hereunder, such right, without prejudice to rights which Executives may have, shall be no greater than the right of an unsecured creditor of the Company.

Section 13. *Binding Agreement; No Assignment.* This Agreement shall be binding upon, and shall inure to the benefit of, the Executive and the Company and their respective permitted successors, assigns, heirs, beneficiaries and representatives. This Agreement is personal to the Executive and may not be assigned by him. This Agreement may not be assigned by the Company except in connection with a sale of all or substantially all of its assets or a merger or consolidation of the Company, and the acquiring Company or entity expressly assumes this Agreement. Any attempted assignment in violation of this Section 13 shall be null and void.

Section 14. *Governing Law; Consent to Jurisdiction.* The validity, interpretation, performance, and enforcement of this Agreement shall be governed by the laws of the State of New York. In addition, the Executive and the Company irrevocably submit to the exclusive jurisdiction of the courts of the State of New York and the United States District Court sitting in New York County for the purpose of any suit, action, proceeding or judgment relating to or arising out of this Agreement and the transactions contemplated hereby. Service of process in connection with any such suit, action or proceeding may be served on the Executive or the Company anywhere in the world by the same methods as are specified for the giving of notices under this Agreement. The Executive and the Company irrevocably consent to the jurisdiction of any such court in any such suit, action or proceeding and to the laying of venue in such court. In any such action or proceeding, the court shall have the authority to award reasonable costs, expenses, and attorneys' fees to the party that substantially prevails.

Section 15. *Entire Agreement; Amendments.* This Agreement (including Exhibit A) embodies the entire agreement between Executive and the Company with respect to the subject matter hereof and may only be amended or otherwise modified by a writing executed by all of the parties hereto.

Section 16. Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

Section 17. Severability; Blue-Penciling. The provisions, sections and paragraphs, and the specific terms set forth therein, of this Agreement (including Exhibit A) are severable, except as specifically provided to the contrary herein. If any provision, section or paragraph, or specific term contained therein, of this Agreement or the application thereof is determined by a court to be illegal, invalid or unenforceable, that provision, section, paragraph or term shall not be a part of this Agreement, and the legality, validity and enforceability of remaining provisions, sections and paragraphs, and all other terms therein, of this Agreement shall not be affected thereby. The Executive acknowledges and agrees that as to himself, the restrictive covenants contained in the Covenants Agreement (the "Restrictive Covenants") are reasonable and valid in geographical and temporal scope and in all other respects. If any court determines that any of such Restrictive Covenants, or any part thereof, is invalid or unenforceable, the remainder of the Restrictive Covenants shall not thereby be affected and shall be given full effect, without regard to the invalid portions. It is the desire and intent of the parties that the Restrictive Covenants will be enforced to the fullest extent permissible under the laws and public policies applied in each jurisdiction in which enforcement is sought. Accordingly, if any Restrictive Covenant shall be adjudicated to be invalid or unenforceable, such Restrictive Covenant shall be deemed amended to the extent necessary in order that such provision be valid and enforceable, such amendment to apply only with respect to the operation of such Restrictive Covenant in the particular jurisdiction in which such adjudication is made.

Section 18. Prior Agreements. This Agreement supersedes all prior agreements and understandings (including verbal agreements) between Executive and the Company or between Executive and PCT regarding the terms and conditions of Executive's employment with the Company or with PCT, including, but not limited to, that certain First Amendment to Employment Agreement dated as of October 27, 2014 to Employment Agreement dated as of September 23, 2010 and effective January 19, 2011 by and between Progenitor Cell Therapy, LLC and Executive.

Section 19. 409A Compliance.

(a) Notwithstanding anything to the contrary contained herein, if necessary to comply with the restriction in Section 409A(a)(2)(B) of the Internal Revenue Code of 1986, as amended (the "Code") concerning payments to "specified Executives," any payment on account of the Executive's separation from service that would otherwise be due hereunder within six months after such separation shall nonetheless be delayed until the first business day of the seventh month following the Executive's date of termination and the first such payment shall include the cumulative amount of any payments that would have been paid prior to such date if not for such restriction, together with interest on such cumulative amount during the period of such restriction at a rate, per annum, equal to the applicable federal short-term rate (compounded monthly) in effect under Section 1274(d) of the Code on the date of termination. If the Executive dies during the six-month postponement period prior to the payment, the amount of the payment deferred on account of Section 409A of the Code shall be paid to the personal representative of the Executive's estate within 30 days after the date of the Executive's death. For purposes of Section 7 hereof, the Executive shall be a "specified Executive" for the 12-month period beginning on the first day of the fourth month following each "Identification Date" if he is a "key Executive" (as defined in Section 416(i) of the Code without regard to Section 416(i)(5) thereof) of the Company at any time during the 12-month period ending on the "Identification Date." For purposes of the foregoing, the Identification Date shall be December 31.

(b) This Agreement is intended to comply with the requirements of Section 409A of the Code and regulations promulgated thereunder (“Section 409A”). To the extent that any provision in this Agreement is ambiguous as to its compliance with Section 409A, the provision shall be read in such a manner so that no payments due under this Agreement shall be subject to an "additional tax" as defined in Section 409A(a)(1)(B) of the Code. For purposes of Section 409A, each payment made under this Agreement shall be treated as a separate payment. In no event may the Executive, directly or indirectly, designate the calendar year of payment. Notwithstanding anything contained herein to the contrary, the Executive shall not be considered to have terminated employment with the Company for purposes of Section 7 hereof unless he would be considered to have incurred a “separation from service” from the Company within the meaning of Treasury Regulation §1.409A-1(h)(1)(ii).

(c) All reimbursements provided under this Agreement shall be made or provided in accordance with the requirements of Section 409A, including, where applicable, the requirement that (i) any reimbursement is for expenses incurred during the Executive’s lifetime (or during a shorter period of time specified in this Agreement), (ii) the amount of expenses eligible for reimbursement during a calendar year may not affect the expenses eligible for reimbursement in any other calendar year, (iii) the reimbursement of an eligible expense will be made on or before the last day of the calendar year following the year in which the expense is incurred, and (iv) the right to reimbursement is not subject to liquidation or exchange for another benefit.

(d) In no event whatsoever shall the Company be liable for any additional tax, interest or penalty that may be imposed on Executive by Section 409A or damages for failing to comply with Section 409A.

[Signatures follow on next page]

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed by its duly authorized officer and the Executive has signed this Agreement, all as of the first date above written and effective as of the Effective Date.

CALADRIUS BIOSCIENCES, INC.

By: /s/ David Mazzo

Name: David J.Mazzo, Ph.D.

Title: Chief Executive Officer

/s/ Robert Preti

Robert Preti, Ph.D.

Exhibit A to Employment Agreement

CALADRIUS BIOSCIENCES, INC.

Employee Confidentiality, Non-Compete and Inventions Assignment Agreement

I (the "Employee") recognize that Caladrius Biosciences, Inc., a Delaware corporation together with its subsidiaries, including but not limited to PCT, a Caladrius Company, LLC (collectively the "Company"), is engaged, directly or through its subsidiaries, in the business of product and process development, consulting, characterization and comparability and contract manufacturing for cell based medicine and regenerative science and storage of cells, collection and therapeutic development, as well as the research and development of proprietary cellular therapies, including a T Regulatory Cell Program in immune modulation, a CD34 Cell Program in Ischemic Repair, a very small embryonic like (VSEL) stem cell program in Tissue Regeneration and Targeted Immunotherapy Program in cancer (the "Business"). The "Business" also includes any other regenerative medicine, cellular therapies or stem cell initiatives which are or become a part of the Company's (or its subsidiaries') business during my employment tenure with the Company. Any company with which the Company enters into, or seeks or considers entering into, a business relationship in furtherance of the Business is referred to as a "Business Partner."

I understand that as part of my performance of duties as an employee of the Company (the "Engagement"), I will have access to confidential or proprietary information of the Company and the Business Partners, and I may make new contributions and inventions of value to the Company. I further understand that my Engagement creates in me a duty of trust and confidentiality to the Company with respect to any information: (1) related, applicable or useful to the business of the Company, including the Company's anticipated research and development or such activities of its Business Partners; (2) resulting from tasks performed by me for the Company; (3) resulting from the use of equipment, supplies or facilities owned, leased or contracted for by the Company; or (4) related, applicable or useful to the business of any partner, client or customer of the Company, which may be made known to me or learned by me during the period of my Engagement.

For purposes of this Agreement, the following definitions apply:

"Proprietary Information" shall mean information relating to the Business or the business of any Business Partner and generally unavailable to the public that has been created, discovered, developed or otherwise has become known to the Company or in which property rights have been assigned or otherwise conveyed to the Company or a Business Partner, which information has economic value or potential economic value to the business in which the Company is or will be engaged. Proprietary Information shall include, but not be limited to, trade secrets, processes, formulas, writings, data, know-how, negative know-how, improvements, discoveries, developments, designs, inventions, techniques, technical data, patent applications, customer and supplier lists, financial information, business plans or projections and any modifications or enhancements to any of the above.

"Inventions" shall mean all Business-related discoveries, developments, designs, improvements, inventions, formulas, software programs, processes, techniques, know-how, writings, graphics and other data, whether or not patentable or registrable under patent, copyright or similar statutes, that are related to or useful in the business or future business of the Company or its Business Partners or result from use of premises or other property owned, leased or contracted for by the Company. Without limiting the generality of the foregoing, Inventions shall also include anything related to the Business that derives actual or potential economic value from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use.

As part of the consideration for my Engagement pursuant to the terms of the employment agreement between the Company and me effective and dated as of December 22, 2015 (the "Employment Agreement"), and the base salary, stock options and/or other compensation and benefits to be received by me from the Company pursuant to the Employment Agreement, I hereby agree as follows:

1. Proprietary Information and Inventions. The Company, its Business Partners or their respective assigns, as the case may be, are and shall be the sole owner of all Proprietary Information and Inventions related to the Business and the sole owner of all patents, trademarks, service marks, copyrights, mask rights and other rights (collectively referred to herein as "Rights") pertaining to any Proprietary Information or Inventions. I hereby acknowledge that all original works of authorship that are made by me (solely or jointly with others) within the scope of my Engagement and which are protectable by copyright are "works for hire" as that term is defined in the United States Copyright Act (17 USCA, Section 101). I further hereby assign to the Company, any Rights I may have or acquire in any Proprietary Information or Inventions which arise in the course of my Engagement. I further agree to assist the Company or any person designated by it in every proper way (but at the Company's expense) to obtain and from time to time enforce Rights relating to said Proprietary Information or Inventions in any and all countries. I will execute all documents for use in applying for, obtaining and enforcing such Rights in such Proprietary Information or Inventions as the Company may desire, together with any assignments thereof to the Company or persons designated by it. My obligation to assist the Company or any person designated by it in obtaining and enforcing Rights relating to Proprietary Information or Inventions shall continue beyond the cessation of my Engagement ("Cessation of my Engagement"). In the event the Company is unable, after reasonable effort, to secure my signature on any document or documents needed to apply for or enforce any Right relating to Proprietary Information or to an Invention, whether because of my physical or mental incapacity or for any other reason whatsoever, I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agents and attorneys-in-fact to act for and in my behalf and stead in the execution and filing of any such application and in furthering the application for and enforcement of Rights with the same legal force and effect as if such acts were performed by me.

2. Confidentiality. At all times, both during my Engagement and after the Cessation of my Engagement, whether the cessation is voluntary or involuntary, for any reason or no reason, or by disability, I will keep in strictest confidence and trust all Proprietary Information, and I will not disclose or use or permit the use or disclosure of any Proprietary Information or Rights pertaining to Proprietary Information, or anything related thereto, without the prior written consent of the Company, except as may be necessary in the ordinary course of performing my duties for the Company or to enforce any of my rights under my Employment Agreement. I recognize that the Company has received and in the future will receive from third parties (including Business Partners) their confidential or proprietary information subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. I agree that I owe the Company and such third parties (including Business Partners), during my Engagement and after the Cessation of my Engagement, a duty to hold all such confidential or proprietary information in the strictest confidence, and I will not disclose or use or permit the use or disclosure of any such confidential or proprietary information without the prior written consent of the Company, except as may be necessary in the ordinary course of performing my duties for the Company consistent with the Company's agreement with such third party or to enforce any of my rights under my Employment Agreement or otherwise.

3. Noncompetition and Nonsolicitation.

(a) During my Engagement, and for a period of one (1) year after the Cessation of my Engagement, should the cessation of my engagement be as a result of termination with cause or resignation without good reason as defined in the Employment Agreement, I will not directly or indirectly, whether alone or in concert with others or as a partner, officer, director, consultant, agent, employee or stockholder of any company or commercial enterprise, engage in any activity in the United States, Canada, Asia and Europe that is in Competition with the Company concerning its work or any Business Partner's work in the Business. Further during my Engagement and for a period of one (1) year after the Cessation of my Engagement, I agree not to plan or otherwise take any preliminary steps, either alone or in concert with others to set up or reengage in any business enterprise that would be in Competition with the Company in the Business; provided, however, that the foregoing shall not restrict my ability to seek other employment following the Cessation of my Engagement (whether or not I am receiving or have received any Additional Payments) as long as I do not actually commence such employment. In addition, nothing in this Agreement shall preclude me from providing services to an entity which operates multiple businesses including indirectly, through its affiliates, a business that is in Competition with the Company's Business, if that competitive affiliate is not a material part of the business of such entity and if I do not provide services, directly or indirectly, with respect to, or have supervisory or executive authority with respect to, any such affiliate which is itself directly engaged in such business that is in Competition with the Company's work in the Business. For purposes of this Agreement, "Competition" shall mean any involvement in any project competitive with the Business (as defined above) or the therapies being developed as part of the Business.

(b) During my Engagement and for a period of two (2) years after the Cessation of my Engagement, I will not directly or indirectly, whether alone or in concert with others or as a partner, officer, director, consultant, agent, employee or stockholder of any company or commercial enterprise, either alone or in concert with others, take any of the following actions:

(i) persuade or attempt to persuade any Business Partner, Customer, Prospective Customer or Supplier to cease doing business with the Company, or to reduce the amount of business it does with the Company;

(ii) persuade or attempt to persuade any Service Provider to cease providing services to the Company or any Business Partner; or

(iii) solicit for hire or hire for myself or for any Person any Service Provider.

(iv) The following definitions are applicable to this Section 3(b):

(A) "Customer" means any Person that purchased goods or services from the Company, or engages in a collaborative arrangement with the Company, at any time within 1 year prior to the date of the solicitation prohibited by Section 3(b)(i) or (ii).

(B) "Prospective Customer" means any Person with whom the Company met or to whom the Company presented for the purpose of soliciting the Person to become a Customer of the Company within 6 months prior to the date of the solicitation prohibited by Section 3(b)(i) or (ii).

(C) "Service Provider" means any Person who is an employee or independent contractor of the Company or the Company or who was within twelve (12) months preceding

the solicitation prohibited by Section 3(b)(iii) or (iv) an employee or independent contractor of the Company or the Company.

(D) “Supplier” means any Person that sold goods or services to the Company, or engages in a collaborative arrangement with the Company at any time within twelve (12) months prior to the date of the solicitation prohibited by Section 3(b)(i) or (ii).

(E) “Person” means an individual, a sole proprietorship, a corporation, a limited liability company, a partnership, an association, a trust, or other business entity, whether or not incorporated.

(c) The following shall not be deemed to breach the foregoing obligations: my ownership of stock, partnership interests or other securities of any entity not in excess of two percent (2%) of any class of such interests or securities which is publicly traded.

(d) Employee acknowledges that (i) the restrictions contained in this section are reasonable and necessary to protect the legitimate business interests of the Company, (ii) that the term of this obligation is reasonable in scope, and (iii) that this obligation is a material term, without which the Company would be unwilling to enter into an employment relationship with the Employee.

4. Delivery of Company Property and Work Product. In the event of the Cessation of my Engagement, I will deliver to the Company all biological materials, devices, records, sketches, reports, memoranda, notes, proposals, lists, correspondence, equipment, documents, photographs, photostats, negatives, undeveloped film, drawings, specifications, tape recordings or other electronic recordings, programs, data, marketing material and other materials or property of any nature belonging to the Company or its clients or customers, and I will not take with me, or allow a third party to take, any of the foregoing or any reproduction of any of the foregoing.

5. No Conflict. I represent, warrant and covenant that my performance of all the terms of this Agreement and the performance of my duties for the Company does not and will not breach any agreement to keep in confidence proprietary information acquired by me in confidence or in trust prior to my Engagement. I have not entered into, and I agree that I will not enter into, any agreement, either written or oral, in conflict herewith.

6. No Use of Confidential Information. I represent, warrant and covenant that I have not brought and will not bring with me to the Company or use in my Engagement any materials or documents of a former employer, or any person or entity for which I have acted as an independent contractor or consultant, that are not generally available to the public, unless I have obtained written authorization from any such former employer, person or firm for their possession and use. I understand and agree that, in my service to the Company, I am not to breach any obligation of confidentiality that I have to former employers or other persons.

7. Enforcement; Equitable Relief. Employee acknowledges that any breach or threatened breach by Employee of any provision of this Agreement may result in immediate and irreparable injury to the Company, and that such injury may not be readily compensable by monetary damages. In the event of any such breach or threatened breach, Employee acknowledges that, in addition to all other remedies available at law and equity, the Company shall be entitled to seek equitable relief (including a temporary restraining order, a preliminary injunction and/or a permanent injunction), and an equitable accounting of all earnings, profits or other benefits arising from such breach and will be entitled to receive such other damages, direct

or consequential, as may be appropriate. In addition, and not instead of, those rights, Employee further acknowledges that Employee shall be responsible for payment of the fees and expenses of the Company's attorneys and experts, as well as the Company's court costs, pertaining to any suit, action, or other proceeding, arising directly or indirectly out of Employee's violation or threatened violation of any of the provisions of this section. The Company shall not be required to post any bond or other security in connection with any proceeding to enforce this section.

8. Severability. If any provision of this Agreement shall be determined by any court of competent jurisdiction to be unenforceable or otherwise invalid as written, the same shall be enforced and validated to the extent permitted by law. All provisions of this Agreement are severable, and the unenforceability or invalidity of any single provision hereof shall not affect the remaining provisions.

9. Miscellaneous. This Agreement shall be governed by and construed under the laws of the State of New York applied to contracts made and performed wholly within such state. No implied waiver of any provision within this Agreement shall arise in the absence of a waiver in writing, and no waiver with respect to a specific circumstance, event or occasion shall be construed as a continuing waiver as to similar circumstances, events or occasions. This Agreement, together with the employment agreement between the Company and myself, contains the sole and entire agreement and understanding between the Company and myself with respect to the subject matter hereof and supersedes and replaces any prior agreements to the extent any such agreement is inconsistent herewith. This Agreement can be amended, modified, released or changed in whole or in part only by a written agreement executed by the Company and myself. This Agreement shall be binding upon me, my heirs, executors, assigns and administrators, and it shall inure to the benefit of the Company and each of its successors or assigns. This Agreement shall be effective as of the first day of my being retained to render services to the Company, even if such date precedes the date I sign this Agreement.

10. Thorough Understanding of Agreement. I have read all of this Agreement and understand it completely, and by my signature below I represent that this Agreement is the only statement made by or on behalf of the Company upon which I have relied in signing this Agreement.

IN WITNESS WHEREOF, I have caused this Employee Confidentiality, Non-Compete and Inventions Assignment Agreement to be signed on the date written below.

DATED: December 22, 2015

/s/ Robert Preti

Robert Preti, Ph.D.