

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 10, 2013

NEOSTEM, 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.)

420 Lexington Avenue, Suite 350, New York, New York 10170
(Address of Principal Executive Offices)(Zip Code)

(212) 584-4180
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 (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 1.01. Entry into a Material Definitive Agreement.

On December 10, 2013, PCT Allendale, LLC ("PCT Allendale"), an indirect wholly-owned subsidiary of NeoStem, Inc. ("NeoStem" or the "Company"), entered into a Note and Mortgage Modification Agreement (each, a "Loan Modification") with TD Bank, N.A. (the "Lender"), with respect to each of PCT Allendale's (i) commercial mortgage loan in the outstanding principal amount of approximately \$2.5 million (the "First Mortgage Loan") as of November 30, 2013 and (ii) term loan in the outstanding principal amount of approximately \$0.8 million as of November 30, 2013 (the "Second Mortgage Loan" and, together with the First Mortgage Loan, the "Loans"). The First Mortgage Loan was initially obtained in connection with the 2007 purchase by Progenitor Cell Therapy, LLC ("PCT"), now a wholly-owned subsidiary of NeoStem, of condominium units in Allendale, New Jersey that PCT uses as a laboratory and stem cell processing facility. The Loan Modifications amend certain financial covenants and reporting requirements of the Loans, such that for the remaining term of the Loans, as modified, (i) PCT will no longer be subject to "debt service coverage" and "debt to tangible net worth" ratio reporting requirements or covenants and (ii) NeoStem and its subsidiaries collectively will maintain a minimum unencumbered liquidity of \$5 million to be tested quarterly beginning with the fiscal quarter ending December 31, 2013. PCT Allendale has agreed to post a debt service reserve of \$196,000 in an account established with the Lender. Additionally, pursuant to the Loan Modifications, Andrew L. Pecora, M.D., Regional Cancer Care Associates LLC (Dr. Pecora's medical practice), and certain partners in such practice, have been released as guarantors of the Second Mortgage Loan, and NeoStem has become a guarantor of the Loans pursuant to a Guaranty of Payment delivered by NeoStem to the Lender. Dr. Pecora, currently a NeoStem director, NeoStem's Chief Visionary Officer, PCT's Chief Medical Officer and Amorcyte's Chief Scientific Officer, had originally executed a guaranty of the Second Mortgage Loan in 2010 when Dr. Pecora was a principal member of PCT prior to NeoStem's acquisition of PCT. In connection with the Loan Modifications, each of PCT and NeoStem Family Storage, LLC (a wholly-owned subsidiary of PCT), have delivered to the Lender reaffirmations of their prior guaranties of the Loans.

The First Mortgage Loan is payable in 239 consecutive monthly payments of principal and interest, based on a 20 year amortization schedule; and one final payment on the maturity date of all outstanding principal plus accrued interest then due. The current monthly installment is \$20,766, which includes interest at an initial rate of 5.00%; the interest rate and monthly installments payments are subject to adjustment on October 1, 2017. On that date, upon prior written notice, the Lender has the option to declare the entire outstanding principal balance, together with all outstanding interest, due and payable in full. The First Mortgage Loan matures on October 1, 2027 if not called by the Lender on October 1, 2017. The Second Mortgage Loan has a 124 month term at a fixed rate of 6% for the first 64 months, callable for a certain period prior to the interest reset date.

The above description of the Loan Modifications is qualified in its entirety by reference to the full text of the two Loan Modification agreements, the Pledge and Security Agreement and the Guaranty of Payment, which are filed as Exhibits 10.1, 10.2, 10.3 and 10.4 to this Current Report on Form 8-K and are incorporated into this Item 1.01 by reference.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits:

The following exhibits are filed with this Current Report on Form 8-K:

<u>Exhibit No.</u>	<u>Description</u>
10.1	Note and Mortgage Modification Agreement, dated as of December 10, 2013, by and between PCT Allendale, LLC, TD Bank, N.A. and the New Jersey Economic Development Authority.
10.2	Note and Mortgage Modification Agreement, dated as of December 10, 2013, by and between PCT Allendale, LLC and TD Bank, N.A.
10.3	Pledge and Security Agreement, dated as of December 10, 2013, made by PCT Allendale, LLC in favor of TD Bank, N.A.
10.4	Guaranty of Payment, made as of December 10, 2013, by NeoStem, Inc. in favor of TD Bank, N.A.

SIGNATURES

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

NEOSTEM, INC.

By: /s/ Catherine M. Vaczy, Esq.

Name: Catherine M. Vaczy, Esq.

Title: Vice President and General Counsel

Dated: December 13, 2013

NOTE AND MORTGAGE MODIFICATION AGREEMENT

This **NOTE AND MORTGAGE MODIFICATION AGREEMENT** ("Agreement") is dated as of the 10th day of December, 2013, by and between **PCT ALLENDALE, LLC**, a New Jersey limited liability company with an address at 4 Pearl Court, Allendale, New Jersey 07401 (hereinafter "Borrower"), **TD BANK, N.A.**, a national banking association, as successor to **COMMERCE BANK/NORTH**, having a regional office at 71 Union Avenue, East Rutherford, New Jersey 07073 (hereinafter "Lender"), and the **NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY**, with offices at 36 West State Street, P.O. Box 990, Trenton, New Jersey (the "Authority")

RECITALS:

WHEREAS, on October 31, 2007, Borrower executed and delivered to the Authority a Note (as previously amended, modified and/or supplemented, the "Note") in the original principal amount of \$3,120,000.00 (the "Loan"), which Note was assigned by the Authority to Lender, as successor to Commerce Bank/North, by Authority's Assignment dated October 31, 2007 and recorded in the Office of the Bergen County Clerk on November 5, 2007 in Mortgage Book 17055 at Page 534 (the "Authority's Assignment") ; and

WHEREAS, the Loan is further evidenced by that certain Bond Agreement by and among the Borrower, Commerce Bank/North (Lender's predecessor in interest), and the Authority dated October 31, 2007 (the "Bond Agreement")

WHEREAS, the Loan is secured by, among other things, a first priority mortgage lien (as previously amended, modified and/or supplemented, the "Mortgage") as to the real property owned by Borrower commonly known as 4 Pearl Court, Allendale, New Jersey 07401, Units A, B and C, and designated as Block 601, Lot 4.05, C0001, C0002 & C0003 on the Official Tax Map of the Borough of Allendale, County of Bergen, State of New Jersey (the "Mortgaged Property"), which Mortgage was dated October 31, 2007 and recorded in the Office of the Bergen County Clerk on November 5, 2007 in Mortgage Book 17055 at Page 496, together with an Absolute Assignment of Leases and Rents recorded in the Office of the Bergen County Clerk on November 5, 2007 in Mortgage Book 17055 page 522; and

WHEREAS, the Loan was further secured by a Corporate Guaranty executed by Progenitor Cell Therapy, LLC and NeoStem Family Storage, LLC (formerly DomaniCell, LLC) dated October 31, 2007, which Corporate Guaranty is now being reaffirmed by Reaffirmation of Guaranty being executed and delivered simultaneously in connection with this Agreement by Progenitor Cell Therapy, LLC and NeoStem Family Storage, LLC in favor of Lender (as previously amended, modified and/or supplemented, the "Guaranty"; the Note, Bond Agreement, Mortgage, Authority's Assignment, Guaranty and any and all other documents executed in connection with the Loan are hereinafter collectively referred to as the "Loan Documents") ; and

WHEREAS, the Borrower has requested that the Lender modify the Loan to, among other things, modify certain financial covenants and reporting requirements under the Loan Documents; and

WHEREAS, the Borrower and Lender have agreed to modify the Loan and the Loan Documents in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. MODIFICATION OF LOAN.

1. **Recitals and Representations Accurate.** The above recitals are hereby made a part of this Agreement and Borrower acknowledges and agrees that each of the recitals is true and correct.

2. **Ratification.** All of the terms, covenants, provisions, representations, warranties, and conditions of the Loan Documents, as amended or modified hereby, are ratified, acknowledged, confirmed, and continued in full force and effect as if fully restated herein.

3. **Addition of Corporate Guarantor.** In connection with the execution of this Agreement, NeoStem, Inc., a Delaware corporation, is entering into that certain Guaranty of Payment to guaranty all of the obligations

of the Borrower to the Lender under the Loan. Accordingly, any reference to the term “Guarantor” under the Loan Documents shall from this point forward mean, collectively, Progenitor Cell Therapy, LLC, NeoStem Family Storage, LLC and NeoStem, Inc.

4. **Financial Covenants.** Throughout the remaining term of the Loan, and so long as any obligations of Borrower or its assigns shall remain outstanding to Lender, (i) Borrower shall no longer be subject to Debt Service Coverage and Debt to Tangible Net Worth Ratio reporting requirements under the Loan Documents, if any (ii) NeoStem, Inc. and its subsidiaries collectively shall maintain a minimum unencumbered liquidity of \$5,000,000.00, consisting of total cash balances reported by NeoStem, Inc. and its subsidiaries, to be tested quarterly beginning with the fiscal quarter ending December 31, 2013, (iii) Lender agrees Progenitor Cell Therapy LLC shall no longer be subject to a Debt Service Coverage Ratio and debt to tangible net worth ratio requirement (it being understood that Section 9.17 of the Bond Agreement is hereby deleted in its entirety). Capitalized terms not specifically defined herein shall have the meaning afforded to them in accordance with generally accepted accounting principles consistently applied (“GAAP”).

5. **Financial Reporting.** So long as any obligations of Borrower or their assigns shall remain outstanding to Lender, Borrower will deliver to Lender and to the Authority upon the Authority’s request, or cause to be delivered, (i) copies of any and all financial reports of NeoStem, Inc. submitted to the U.S. Securities and Exchange Commission (“SEC”) within fifteen (15) days of submission to the SEC, and (ii) annually, with reasonable promptness but in no event later than one hundred fifty (150) days after the end of each fiscal year, the company prepared business financial statements of Borrower and Progenitor Cell Therapy, LLC, beginning with the fiscal year ending December 31, 2013. Throughout the term of the Loan, Borrower with reasonable promptness, will deliver to Lender and to the Authority upon the Authority’s request such other information with respect to Borrower, Guarantor, or their affiliates or successors as Lender or the Authority may reasonably request from time to time. All financial statements shall be prepared in accordance with GAAP, shall be delivered in duplicate and shall be certified by the managing member of Borrower, if Borrower is a limited liability company, by a general partner of Borrower, if Borrower is a partnership, or by the treasurer or chief financial or accounting officer, if Borrower is a corporation or other type of entity. Such statement shall be accompanied by the certificate of the managing member, partner, treasurer or chief financial or accounting officer, as the case may be, of Borrower stating that he knows of no Event of Default, nor of any default which after notice or passage of time or both would constitute an Event of Default, which has occurred and is continuing, or, if any such default or Event of Default has occurred and is continuing, specifying the nature and period of existence thereof and what action Borrower has taken or proposes to take with respect thereto, and, except as otherwise specified, stating that Borrower has fulfilled all its obligations under this Loan Documents which are required to be fulfilled on or prior to the date of such certificate. All other financial reporting requirements contained in the Loan Documents (including but not limited to Section 9.06 of the Bond Agreement) are hereby deleted in their entirety.

6. **Operating Accounts** Section 9.15 of the Bond Agreement is hereby deleted in its entirety and replaced with the following: “The Borrower shall maintain its operating accounts with the Lender for the life of the Loan. Payments hereunder shall be made by direct charge to the demand deposit account maintained by the Borrower with the Lender. Borrower hereby consents to Lender making such charge.”

7. **Fees.** The Borrower shall pay to the Lender simultaneously upon receipt of this fully executed Agreement a non-refundable Modification Fee in the amount of \$10,000.00, together with the fees and other client charges of the Lender’s counsel and title insurance company fees and charges, in connection with the (i) entering into of this Agreement and the defaults leading up to and the transactions contemplated by this Agreement, and such costs and expenses incurred to and including the date hereof, and (ii) the entering into of that certain Note and Mortgage Modification Agreement by and between Borrower and Lender simultaneously herewith relating to a Term Loan made by Lender to Borrower on November 30, 2010 in the original principal amount of \$1,000,000.00. All sums which are to be paid by the Borrower to the Lender pursuant to this Section which are not paid when due shall be deemed additional interest under the Mortgage and the payment thereof shall be secured by the lien of the Mortgage.

2. **REPRESENTATIONS AND WARRANTIES.** The Borrower hereby represents and warrants to the Lender that:

1. The person executing this Agreement is duly authorized to do so and to bind the Borrower to the terms hereof.
2. Each of the Loan Documents is a valid and legal binding obligation of the Borrower, enforceable in accordance with its terms, and is not subject to any defenses, counterclaims, or offsets of any kind.

3. All financial statements delivered to Lender were true, accurate and complete, in all material respects, as of the date of delivery to the Lender.

4. Since the date of the Loan Documents there has been no material adverse change in the condition, financial or otherwise, of any of the Borrower, except as disclosed to Lender in writing.

5. There exists no action, suit, proceeding or investigation, at law or in equity, before any court, board, administrative body or other entity, pending or, to Borrower's actual knowledge, threatened, affecting any of the Borrower or any of its property, wherein an unfavorable decision, ruling or finding would materially adversely affect the business operations, property or financial condition of any of the Borrower.

6. To Borrower's actual knowledge, there exists no event of default, or other circumstance that with the passage of time or giving of notice or both will become an event of default, under any of the Loan Documents.

3. MISCELLANEOUS.

1. **Definitions.** Any capitalized term used in this Agreement and not otherwise defined herein shall have the meaning ascribed to such term in the Loan Documents.

2. **Continued Validity of Original Loan Documentation.** It is understood and agreed that the terms and conditions of this Agreement shall be incorporated in and to the terms and conditions of all the Loan Documents accompanying and delivered to the Lender in connection with the Loan so as to modify the Loan Documents as applicable to conform to the terms and conditions herein, including, but not limited to, the Note, the Mortgage, and related Loan Documents executed by Borrower, all of which Loan Documents shall remain in full force and effect in accordance with their terms, except as modified herein. Except as expressly modified herein, the Note, the Mortgage, and all other Loan Documents executed in connection therewith, shall continue in full force and effect, as valid and enforceable obligations binding against the parties in accordance with their respective terms. The parties hereto hereby expressly confirm and reaffirm all of their respective liabilities, obligations, duties and responsibilities under and pursuant to the Note, the Mortgage, and the other Loan Documents executed in connection therewith. The Mortgage shall remain as a first lien security interest on the Property securing the Note as modified and amended herein. The Borrower hereby represents, warrants and confirms that, to its actual knowledge, there are no setoffs, rights, claims or causes of action of any nature whatsoever which the Borrower has or may assert against the Lender with respect to the Note, the Mortgage, and the other Loan Documents executed in connection therewith. Any breach by Borrower of the terms and conditions contained in this Agreement shall be deemed an Event of Default as provided in the Note and Mortgage for which the Lender shall have all the rights and remedies reserved under the Loan Documents upon the occurrence of such Event of Default.

3. **Conflicts.** To the extent that the terms, covenants and conditions of the Note, Mortgage, and/or other Loan Documents shall conflict with those set forth herein, the terms, covenants and conditions of the Note, Mortgage, and other Loan Documents hereby are and shall be superseded and replaced by the terms, covenants and conditions set forth herein, and the Borrower agrees to comply with and be subject to all of the terms, covenants and conditions of the Note, Mortgage, and other Loan Documents as modified hereby.

4. **No Novation.** It is the intention of the parties hereto that this Agreement is an extension of the existing obligations of the Borrower under the Note and shall not constitute a novation and shall in no way adversely affect or impair the lien priority of the Mortgage. In the event this Agreement, or any portion hereof, or any of the instruments executed in connection herewith shall be construed or shall operate to affect the lien priority of the Mortgage, then to the extent such instrument creates a charge upon the Mortgaged Property, in excess of that contemplated and permitted thereby, and to the extent third parties acquiring an interest in the Mortgaged Property between the time of recording of the Mortgage and the recording of this Agreement are prejudiced hereby, if any, this Agreement shall be void and of no force and effect as to such third parties; provided, however, that, notwithstanding the foregoing, the parties hereto, as among themselves, shall be bound by all terms and conditions hereof until all indebtedness evidenced by the Note shall have been paid.

5. **No Duress.** The Borrower hereby states, acknowledges, and affirms that it has entered into this Agreement freely and without duress, having had the opportunity to seek and receive the advice of counsel in this matter.

6. **LIMITATION ON LIABILITY. NO CLAIM MAY BE MADE BY THE BORROWER, ANY GUARANTOR OF THE LOAN, OR ANY OTHER PERSON AGAINST THE LENDER OR THE**

AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, ATTORNEYS OR AGENTS OF THE LENDER FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR, TO THE FULLEST EXTENT PERMITTED BY LAW, FOR ANY PUNITIVE DAMAGES IN RESPECT OF ANY CLAIM OR CAUSE OF ACTION (WHETHER BASED ON CONTRACT, TORT, STATUTORY LIABILITY, OR ANY OTHER GROUND) BASED ON, ARISING OUT OF OR RELATED TO ANY LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR ANY ACT, OMISSION OR EVENT OCCURRING IN CONNECTION THEREWITH, AND THE BORROWER (FOR ITSELF AND ON BEHALF OF EACH OTHER PERSON) HEREBY WAIVES, RELEASES AND AGREES NEVER TO SUE UPON ANY CLAIM FOR ANY SUCH DAMAGES, WHETHER SUCH CLAIM NOW EXISTS OR HEREAFTER ARISES AND WHETHER OR NOT IT IS NOW KNOWN OR SUSPECTED TO EXIST IN ITS FAVOR.

7. **RIGHT OF SETOFF.** BORROWER HEREBY GRANTS TO LENDER A CONTINUING LIEN, SECURITY INTEREST AND AFTER THE OCCURRENCE AND CONTINUANCE OF AN EVENT OF DEFAULT, THE RIGHT OF SETOFF AS SECURITY FOR ALL LIABILITIES AND OBLIGATIONS TO LENDER, WHETHER NOW EXISTING OR HEREAFTER ARISING, UPON AND AGAINST ALL DEPOSITS, CREDITS, COLLATERAL AND PROPERTY, NOW OR HEREAFTER IN THE CUSTODY, SAFEKEEPING OR CONTROL OF LENDER OR ANY ENTITY UNDER THE CONTROL OF TD BANK, N.A. AND ITS SUCCESSORS AND ASSIGNS, OR IN TRANSIT TO ANY OF THEM, AT ANY TIME, WITHOUT DEMAND OR NOTICE. AFTER THE OCCURRENCE AND CONTINUANCE OF AN EVENT OF DEFAULT, LENDER MAY SET OFF THE SAME OR ANY PART THEREOF AND APPLY THE SAME TO ANY LIABILITY OR OBLIGATION OF BORROWER AND ANY GUARANTOR EVEN THOUGH UNMATURED AND REGARDLESS OF THE ADEQUACY OF ANY OTHER COLLATERAL SECURING THE LOAN ANY AND ALL RIGHTS TO REQUIRE LENDER TO EXERCISE ITS RIGHTS OR REMEDIES WITH RESPECT TO ANY OTHER COLLATERAL WHICH SECURES THE LOAN, PRIOR TO EXERCISING ITS RIGHT OF SETOFF WITH REGARD TO SUCH DEPOSITS, CREDITS OR OTHER PROPERTY OF THE BORROWER OR ANY GUARANTOR, ARE HEREBY KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVED.

8. **Mortgage Modification.** This Agreement constitutes a “modification” of the Mortgage as defined in P.L. 1985, c. 353 (N.J.S.A. 46:9-8.1 *et seq.*) and is subject to the priority provisions of said law.

9. **Severability.** If any provision of this Agreement or portion of such provision or the application thereof to any person or circumstance shall to any extent be held invalid or unenforceable, the remainder of this Agreement (or the remainder of such provision) and the application thereof to other persons or circumstances shall not be affected thereby.

10. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be an original, but all of which shall constitute but one agreement.

11. **Complete Agreement.** This Agreement and the other Loan Documents constitute the entire agreement and understanding between and among the parties hereto relating to the subject matter hereof, and supersedes all prior proposals, negotiations, agreements and understandings among the parties hereto with respect to such subject matter.

12. **Binding Effect of Agreement.** This Agreement shall be binding upon and inure to the benefit of the respective heirs, executors, administrators, legal representatives, successors and assigns of the parties hereto, and shall remain in full force and effect (and Lender shall be entitled to rely thereon) until released in writing by Lender. Lender may transfer and assign this Agreement and deliver the Collateral (as that term is defined in the Bond Agreement) to the assignee, who shall thereupon have all of the rights of Lender; and Lender shall then be relieved and discharged of any responsibility or liability with respect to this Agreement and the Collateral. Except as expressly provided herein or in the other Loan Documents, nothing, expressed or implied, is intended to confer upon any party, other than the parties hereto, any rights, remedies, obligations or liabilities under or by reason of this Agreement or the other Loan Documents.

13. **Further Assurance.** Borrower will from time to time execute and deliver to Lender such documents, and take or cause to be taken, all such other further action, as Lender may reasonably request in order to effect and confirm or vest more securely in Lender all rights contemplated by this Agreement (including, without limitation, to correct clerical errors) or to vest more fully in or assure to Lender the security interest in the Mortgaged Property. To the extent permitted by applicable law, Borrower authorizes Lender to file financing statements, continuation statements or amendments without Borrower’s signature appearing thereon, and any such financing statements, continuation statements or amendments may be signed by Lender on behalf of Borrower, if necessary, and may be filed at any time

in any jurisdiction. Lender may at any time and from time to time file financing statements, continuation statements and amendments thereto which contain any information required by the New Jersey Uniform Commercial Code (Title 12A N.J.S.A.) as amended from time to time (the “Code”) for the sufficiency or filing office acceptance of any financing statement, continuation statement or amendment, including whether Borrower is an organization, the type of organization and any organization identification number issued to Borrower. Borrower agrees to furnish any such information to Lender promptly upon Lender’s reasonable request. In addition, Borrower shall at any time and from time to time take such steps as Lender may reasonably request for Lender to insure the continued perfection and priority of Lender’s security interest in the Mortgaged Property and the preservation of its rights therein. Borrower hereby constitutes Lender its attorney-in-fact to execute, if necessary, and file all filings required or so requested for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; and such power, being coupled with an interest, shall be irrevocable until this Agreement terminates in accordance with its terms, all obligations of Borrower to Lender are irrevocably paid in full and the Mortgaged Property is released.

14. **Notices.** Any notices under or pursuant to this Agreement shall be deemed duly received and effective if delivered in accordance with the notice requirements under the Mortgage.

15. **Recordation.** This Agreement may be recorded in the real estate records of the county in which the Mortgaged Property is located.

16. **JURY WAIVER. BORROWER AND LENDER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY, AND AFTER AN OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL, WAIVE (A) ANY AND ALL RIGHTS TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING IN CONNECTION WITH THIS AGREEMENT, THE OBLIGATIONS, ALL MATTERS CONTEMPLATED HEREBY AND DOCUMENTS EXECUTED IN CONNECTION HERewith AND (B) AGREE NOT TO SEEK TO CONSOLIDATE ANY SUCH ACTION WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CAN NOT BE, OR HAS NOT BEEN WAIVED. BORROWER CERTIFIES THAT NEITHER LENDER NOR ANY OF ITS REPRESENTATIVES, AGENTS OR COUNSEL HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT LENDER WOULD NOT IN THE EVENT OF ANY SUCH PROCEEDING SEEK TO ENFORCE THIS WAIVER OF RIGHT TO TRIAL BY JURY.**

17. **Authority’s Consent.** In accordance with the terms of Section 9 of the Authority’s Assignment, the Authority has signed this Agreement consenting to: (a) this Agreement and the within waivers and modifications; (b) the Reaffirmation of Guaranty executed by Progenitor Cell Therapy, LLC and NeoStem Family Storage, LLC (more particularly described above); (c) the Guaranty of Payment executed by NeoStem, Inc. (more particularly described above); and (d) all other documents executed in connection with this Agreement. The Authority’s consent shall be effective only for the specific instance and for the purposes set forth herein.

[No further text on this page - Signatures appear on following page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered on the date first written above.

WITNESS: Jessi Goebel **BORROWER:**
PCT ALLENDALE, LLC,
a New Jersey limited liability company

By: /s/ George Goldberger
Name: George Goldberger
Title: Managing Member

ACKNOWLEDGMENT

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

I CERTIFY THAT on December 10, 2013, George Goldberger [Name] personally came before me and acknowledged under oath to my satisfaction, that he is the Managing Member [Title] of **PCT ALLENDALE, LLC**, the New Jersey limited liability company named in the within instrument and is authorized to sign the within instrument on behalf of said limited liability company and, as such, signed, sealed and delivered this instrument as the voluntary act and deed of said limited liability company, made by authority and virtue of its Members.

Notary Public
Paige Cooperman
Commission expires June 20, 2015

[Signatures continue on following page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered on the date first written above.

LENDER:

WITNESS: George Beyjoun

TD BANK, N.A.

successor to COMMERCE BANK/NORTH

By: /s/ Charles Ponti

CHARLES M. PONTI

Regional Vice President

ACKNOWLEDGMENT

STATE OF NEW JERSEY)

) ss.:

COUNTY OF BERGEN)

On this 3rd day of December 2013, before me, the subscriber, personally appeared **CHARLES M. PONTI**, a Regional Vice President of **TD BANK, N.A.**, the national banking association named in the foregoing instrument, who I am satisfied is the person named in and who executed the within instrument, and thereupon acknowledged that he signed, sealed and delivered the same in his capacity as a Regional Vice President of **TD BANK, N.A.** for the purposes therein expressed

Notary Public

Beverly Pomeroy

Commission expires July 9, 2018

[Signatures continue on following page]

NOTE AND MORTGAGE MODIFICATION AGREEMENT

This **NOTE AND MORTGAGE MODIFICATION AGREEMENT** ("**Agreement**") is dated as of the 10th day of December, 2013, by and between **PCT ALLENDALE, LLC**, a New Jersey limited liability company with an address at 4 Pearl Court, Allendale, New Jersey 07401 (hereinafter "**Borrower**"), and **TD BANK, N.A.**, a national banking association, having a regional office at 71 Union Avenue, East Rutherford, New Jersey 07073 (hereinafter "**Lender**").

RECITALS:

WHEREAS, on November 30, 2010, Borrower executed and delivered to Lender a Mortgage Loan Note (as previously amended, modified and/or supplemented, the "**Note**") in the original principal amount of \$1,000,000.00 (the "**Loan**"); and

WHEREAS, the Loan is secured by, among other things, a second priority mortgage lien (as previously amended, modified and/or supplemented, the "**Mortgage**") as to the real property owned by Borrower commonly known as 4 Pearl Court, Allendale, New Jersey 07401, Units A, B and C, and designated as Block 601, Lot 4.05, C0001, C0002 & C0003 on the Official Tax Map of the Borough of Allendale, County of Bergen, State of New Jersey (the "**Mortgaged Property**"), which Mortgage was dated November 30, 2010 and recorded in the Office of the Bergen County Clerk on December 30, 2010 in Mortgage Book 621 at Page 1582, together with an Absolute Assignment of Leases and Rents recorded in the Office of the Bergen County Clerk on December 30, 2010 in Mortgage Book 621 page 1607; and

WHEREAS, the Loan was further secured by Guaranty Agreements (each a "**Guaranty**" and collectively, the "**Guaranties**") executed by each of Progenitor Cell Therapy, LLC, NeoStem Family Storage, LLC (formerly DomaniCell, LLC), Regional Cancer Care Associates LLC, a New Jersey limited liability company (successor entity to Regional Cancer Care Associates LLP, formerly known as Northern New Jersey Cancer Associates LLP), Mark Pascal, Anthony Ingenito, Chiam-Glen Gejerman, Stuart Goldberg, Andrew Jennis, Scott Rowley, Richard Rosenbluth, Robert Alter, Harry Harper, Andrew Pecora and Stanley Waintraub, each dated November 30, 2010, which Guaranties are now being reaffirmed by Progenitor Cell Therapy, LLC and NeoStem Family Storage, LLC only by Reaffirmation of Guaranty in favor of Lender being executed and delivered simultaneously in connection with this Agreement, it being understood that all other Guarantors are entering into Releases of Guaranty as described in section 1.3 below (the Note, Mortgage, Guaranties and any and all other documents executed in connection with the Loan are hereinafter collectively referred to as the "**Loan Documents**"); and

WHEREAS, the Borrower has requested that the Lender modify the Loan to, among other things, (i) release certain guarantors of the original Loan and replace them with a new corporate Guarantor, and (ii) modify certain financial covenants and reporting requirements under the Loan Documents; and

WHEREAS, the Borrower and Lender have agreed to modify the Loan and the Loan Documents in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. MODIFICATION OF LOAN.

1. **Recitals and Representations Accurate.** The above recitals are hereby made a part of this Agreement and Borrower acknowledges and agrees that each of the recitals is true and correct.

2. **Ratification.** All of the terms, covenants, provisions, representations, warranties, and conditions of the Loan Documents, as amended or modified hereby, are ratified, acknowledged, confirmed, and continued in full force and effect as if fully restated herein.

3. **Release of Guarantors.** In connection with the execution of this Agreement, Lender and Regional Cancer Care Associates LLC, a New Jersey limited liability company (successor entity to Regional Cancer Care Associates LLP, formerly known as Northern New Jersey Cancer Associates LLP) and Mark Pascal, Anthony Ingenito, Chiam-Glen Gejerman, Stuart Goldberg, Andrew Jennis, Scott Rowley, Richard Rosenbluth, Robert Alter, Harry Harper, Andrew Pecora and Stanley Waintraub (collectively, the "**Released Guarantors**"), individually, are entering into those

certain Releases of Guaranty to release and discharge the Released Guarantors from their obligations under their applicable Guaranties.

4. **Addition of Corporate Guarantor.** In connection with the execution of this Agreement, Neostem, Inc., a Delaware corporation, is entering into that certain Guaranty of Payment to guaranty all of the obligations of the Borrower to the Lender under the Loan. Accordingly, any reference to the term “**Guarantor**” under the Loan Documents shall from this point forward mean, collectively, Progenitor Cell Therapy, LLC, NeoStem Family Storage, LLC and Neostem, Inc. (and shall not include the Released Guarantors or their related Guaranties).

5. **Debt Service Reserve.** In consideration of the release of Guarantors as detailed in Section 1.3 hereinabove, Borrower will post a Debt Service Reserve with Lender maintaining at all times a minimum balance of One Hundred Ninety-Six Thousand & 00/100 (\$196,000.00) Dollars in a separate account established for the benefit of Borrower, designated as account number 4737905666.

6. **Financial Covenants.** Throughout the remaining term of the Loan, and so long as any obligations of Borrower or their assigns shall remain outstanding to Lender, (i) Lender agrees to end Borrower’s Debt Service Coverage and Debt to Tangible Net Worth Ratio reporting requirements under the Loan Documents, if any, (ii) NeoStem, Inc. and its subsidiaries collectively shall maintain a minimum unencumbered liquidity of \$5,000,000.00, consisting of total cash balances reported by NeoStem, Inc. and its subsidiaries, to be tested quarterly beginning with the fiscal quarter ending December 31, 2013, and (iii) Lender agrees Progenitor Cell Therapy LLC shall no longer be subject to a Debt Service Coverage Ratio requirement (it being understood that section 13 of the Guaranty executed by Progenitor Cell Therapy LLC is hereby deleted in its entirety). Capitalized terms not specifically defined herein shall have the meaning afforded to them in accordance with generally accepted accounting principles consistently applied (“**GAAP**”).

7. **Financial Reporting.** So long as any obligations of Borrower or their assigns shall remain outstanding to Lender, Borrower will deliver to Lender, or cause to be delivered, (i) copies of any and all financial reports of NeoStem, Inc. submitted to the U.S. Securities and Exchange Commission (“**SEC**”) within fifteen (15) days of submission to the SEC, and (ii) annually, with reasonable promptness but in no event later than one hundred fifty (150) days after the end of each fiscal year, the company prepared business financial statements of Borrower and Progenitor Cell Therapy, LLC, beginning with the fiscal year ending December 31, 2013. Throughout the term of the Loan, Borrower with reasonable promptness, will deliver to Lender such other information with respect to Borrower, Guarantor, of their affiliates or successors as Lender may reasonably request from time to time. All financial statements shall be prepared in accordance with GAAP, shall be delivered in duplicate and shall be certified by the managing member of Borrower, if Borrower is a limited liability company, by a general partner of Borrower, if Borrower is a partnership, or by the treasurer or chief financial or accounting officer, if Borrower is a corporation or other type of entity. Such statement shall be accompanied by the certificate of the managing member, partner, treasurer or chief financial or accounting officer, as the case may be, of Borrower stating that he knows of no Event of Default, nor of any default which after notice or passage of time or both would constitute an Event of Default, which has occurred and is continuing, or, if any such default or Event of Default has occurred and is continuing, specifying the nature and period of existence thereof and what action Borrower has taken or proposes to take with respect thereto, and, except as otherwise specified, stating that Borrower has fulfilled all its obligations under this Loan Documents which are required to be fulfilled on or prior to the date of such certificate. All other financial reporting requirements contained in the Loan Documents (including but not limited to Section 14 of the Guaranty executed by Progenitor Cell Therapy, LLC) are hereby deleted in their entirety.

8. **Operating Accounts**Section 9.15. **Operating Accounts.** The Borrower shall maintain its operating accounts with the Lender for the life of the Loan. Payments hereunder shall be made by direct charge to the demand deposit account maintained by the Borrower with the Lender. Borrower hereby consents to Lender making such charge.

9. **Fees.** The Borrower shall pay to the Lender simultaneously upon receipt of this fully executed Agreement a non-refundable Modification Fee in the amount of \$10,000.00, together with the fees and other client charges of the Lender’s counsel and title insurance company fees and charges, in connection with the (i) entering into of this Agreement and the defaults leading up to and the transactions contemplated by this Agreement, and such costs and expenses incurred to and including the date hereof and (ii) entering into that certain Note and Mortgage Modification Agreement by and between Borrower, Lender and the New Jersey Economic Development Authority simultaneously herewith relating to a Commercial Mortgage Loan made by Lender, as Assignee of the New Jersey Economic Development Authority, to Borrower on October 31, 2007 in the original principal amount of \$3,120,000.00. All sums which are to be paid by the Borrower to the Lender pursuant to this Section which are not paid when due shall be deemed additional interest under the Mortgage and the payment thereof shall be secured by the lien of the Mortgage.

2. **REPRESENTATIONS AND WARRANTIES.** The Borrower hereby represents and warrants to the Lender that:

1. The person executing this Agreement is duly authorized to do so and to bind the Borrower to the terms hereof.
2. Each of the Loan Documents is a valid and legal binding obligation of the Borrower, enforceable in accordance with its terms, and is not subject to any defenses, counterclaims, or offsets of any kind.
3. All financial statements delivered to Lender were true, accurate and complete, in all material respects, as of the date of delivery to the Lender.
4. Since the date of the Loan Documents there has been no material adverse change in the condition, financial or otherwise, of any of the Borrower, except as disclosed to Lender in writing.
5. There exists no action, suit, proceeding or investigation, at law or in equity, before any court, board, administrative body or other entity, pending or, to Borrower's actual knowledge, threatened, affecting any of the Borrower or any of its property, wherein an unfavorable decision, ruling or finding would materially adversely affect the business operations, property or financial condition of any of the Borrower.
6. To Borrower's actual knowledge, there exists no event of default, or other circumstance that with the passage of time or giving of notice or both will become an event of default, under any of the Loan Documents.

3. **MISCELLANEOUS.**

1. **Definitions.** Any capitalized term used in this Agreement and not otherwise defined herein shall have the meaning ascribed to such term in the Loan Documents.

2. **Continued Validity of Original Loan Documentation.** It is understood and agreed that the terms and conditions of this Agreement shall be incorporated in and to the terms and conditions of all the Loan Documents accompanying and delivered to the Lender in connection with the Loan so as to modify the Loan Documents as applicable to conform to the terms and conditions herein, including, but not limited to, the Note, the Mortgage, and related Loan Documents executed by Borrower, all of which Loan Documents shall remain in full force and effect in accordance with their terms, except as modified herein. Except as expressly modified herein, the Note, the Mortgage, and all other Loan Documents executed in connection therewith, shall continue in full force and effect, as valid and enforceable obligations binding against the parties in accordance with their respective terms. The parties hereto hereby expressly confirm and reaffirm all of their respective liabilities, obligations, duties and responsibilities under and pursuant to the Note, the Mortgage, and the other Loan Documents executed in connection therewith. The Mortgage shall remain as a second lien security interest on the Property securing the Note as modified and amended herein. The Borrower hereby represents, warrants and confirms that, to its actual knowledge, there are no setoffs, rights, claims or causes of action of any nature whatsoever which the Borrower has or may assert against the Lender with respect to the Note, the Mortgage, and the other Loan Documents executed in connection therewith. Any breach by Borrower of the terms and conditions contained in this Agreement shall be deemed an Event of Default as provided in the Note and Mortgage for which the Lender shall have all the rights and remedies reserved under the Loan Documents upon the occurrence of such Event of Default.

3. **Conflicts.** To the extent that the terms, covenants and conditions of the Note, Mortgage, and/or other Loan Documents shall conflict with those set forth herein, the terms, covenants and conditions of the Note, Mortgage, and other Loan Documents hereby are and shall be superseded and replaced by the terms, covenants and conditions set forth herein, and the Borrower agrees to comply with and be subject to all of the terms, covenants and conditions of the Note, Mortgage, and other Loan Documents as modified hereby.

4. **No Novation.** It is the intention of the parties hereto that this Agreement is an extension of the existing obligations of the Borrower under the Note and shall not constitute a novation and shall in no way adversely affect or impair the lien priority of the Mortgage. In the event this Agreement, or any portion hereof, or any of the instruments executed in connection herewith shall be construed or shall operate to affect the lien priority of the Mortgage, then to the extent such instrument creates a charge upon the Mortgaged Property, in excess of that contemplated and permitted thereby, and to the extent third parties acquiring an interest in the Mortgaged Property between the time of recording of the Mortgage and the recording of this Agreement are prejudiced hereby, if any, this Agreement shall be

void and of no force and effect as to such third parties; provided, however, that, notwithstanding the foregoing, the parties hereto, as among themselves, shall be bound by all terms and conditions hereof until all indebtedness evidenced by the Note shall have been paid.

5. **No Duress.** The Borrower hereby states, acknowledges, and affirms that it has entered into this Agreement freely and without duress, having had the opportunity to seek and receive the advice of counsel in this matter.

6. **LIMITATION ON LIABILITY. NO CLAIM MAY BE MADE BY THE BORROWER, ANY GUARANTOR OF THE LOAN, OR ANY OTHER PERSON AGAINST THE LENDER OR THE AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, ATTORNEYS OR AGENTS OF THE LENDER FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR, TO THE FULLEST EXTENT PERMITTED BY LAW, FOR ANY PUNITIVE DAMAGES IN RESPECT OF ANY CLAIM OR CAUSE OF ACTION (WHETHER BASED ON CONTRACT, TORT, STATUTORY LIABILITY, OR ANY OTHER GROUND) BASED ON, ARISING OUT OF OR RELATED TO ANY LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR ANY ACT, OMISSION OR EVENT OCCURRING IN CONNECTION THEREWITH, AND THE BORROWER (FOR ITSELF AND ON BEHALF OF EACH OTHER PERSON) HEREBY WAIVES, RELEASES AND AGREES NEVER TO SUE UPON ANY CLAIM FOR ANY SUCH DAMAGES, WHETHER SUCH CLAIM NOW EXISTS OR HEREAFTER ARISES AND WHETHER OR NOT IT IS NOW KNOWN OR SUSPECTED TO EXIST IN ITS FAVOR.**

7. **RIGHT OF SETOFF. BORROWER HEREBY GRANTS TO LENDER A CONTINUING LIEN, SECURITY INTEREST AND AFTER THE OCCURRENCE AND CONTINUANCE OF AN EVENT OF DEFAULT, THE RIGHT OF SETOFF AS SECURITY FOR ALL LIABILITIES AND OBLIGATIONS TO LENDER, WHETHER NOW EXISTING OR HEREAFTER ARISING, UPON AND AGAINST ALL DEPOSITS, CREDITS, COLLATERAL AND PROPERTY, NOW OR HEREAFTER IN THE CUSTODY, SAFEKEEPING OR CONTROL OF LENDER OR ANY ENTITY UNDER THE CONTROL OF TD BANK, N.A. AND ITS SUCCESSORS AND ASSIGNS, OR IN TRANSIT TO ANY OF THEM, AT ANY TIME, WITHOUT DEMAND OR NOTICE. AFTER THE OCCURRENCE AND CONTINUANCE OF AN EVENT OF DEFAULT, LENDER MAY SET OFF THE SAME OR ANY PART THEREOF AND APPLY THE SAME TO ANY LIABILITY OR OBLIGATION OF BORROWER AND ANY GUARANTOR EVEN THOUGH UNMATURED AND REGARDLESS OF THE ADEQUACY OF ANY OTHER COLLATERAL SECURING THE LOAN ANY AND ALL RIGHTS TO REQUIRE LENDER TO EXERCISE ITS RIGHTS OR REMEDIES WITH RESPECT TO ANY OTHER COLLATERAL WHICH SECURES THE LOAN, PRIOR TO EXERCISING ITS RIGHT OF SETOFF WITH REGARD TO SUCH DEPOSITS, CREDITS OR OTHER PROPERTY OF THE BORROWER OR ANY GUARANTOR, ARE HEREBY KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVED.**

8. **Mortgage Modification.** This Agreement constitutes a "modification" of the Mortgage as defined in P.L. 1985, c. 353 (N.J.S.A. 46:9-8.1 *et seq.*) and is subject to the priority provisions of said law.

9. **Severability.** If any provision of this Agreement or portion of such provision or the application thereof to any person or circumstance shall to any extent be held invalid or unenforceable, the remainder of this Agreement (or the remainder of such provision) and the application thereof to other persons or circumstances shall not be affected thereby.

10. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be an original, but all of which shall constitute but one agreement.

11. **Complete Agreement.** This Agreement and the other Loan Documents constitute the entire agreement and understanding between and among the parties hereto relating to the subject matter hereof, and supersedes all prior proposals, negotiations, agreements and understandings among the parties hereto with respect to such subject matter.

12. **Binding Effect of Agreement.** This Agreement shall be binding upon and inure to the benefit of the respective heirs, executors, administrators, legal representatives, successors and assigns of the parties hereto, and shall remain in full force and effect (and Lender shall be entitled to rely thereon) until released in writing by Lender. Lender may transfer and assign this Agreement and deliver the collateral securing the Loan to the assignee, who shall thereupon have all of the rights of Lender; and Lender shall then be relieved and discharged of any responsibility or liability with respect to this Agreement and the collateral securing the Loan. Except as expressly provided herein or in

the other Loan Documents, nothing, expressed or implied, is intended to confer upon any party, other than the parties hereto, any rights, remedies, obligations or liabilities under or by reason of this Agreement or the other Loan Documents.

13. **Further Assurance.** Borrower will from time to time execute and deliver to Lender such documents, and take or cause to be taken, all such other further action, as Lender may reasonably request in order to effect and confirm or vest more securely in Lender all rights contemplated by this Agreement (including, without limitation, to correct clerical errors) or to vest more fully in or assure to Lender the security interest in the Mortgaged Property. To the extent permitted by applicable law, Borrower authorizes Lender to file financing statements, continuation statements or amendments without Borrower's signature appearing thereon, and any such financing statements, continuation statements or amendments may be signed by Lender on behalf of Borrower, if necessary, and may be filed at any time in any jurisdiction. Lender may at any time and from time to time file financing statements, continuation statements and amendments thereto which contain any information required by the New Jersey Uniform Commercial Code (Title 12A N.J.S.A.) as amended from time to time (the "Code") for the sufficiency or filing office acceptance of any financing statement, continuation statement or amendment, including whether Borrower is an organization, the type of organization and any organization identification number issued to Borrower. Borrower agrees to furnish any such information to Lender promptly upon Lender's reasonable request. In addition, Borrower shall at any time and from time to time take such steps as Lender may reasonably request for Lender to insure the continued perfection and priority of Lender's security interest in the Mortgaged Property and the preservation of its rights therein. Borrower hereby constitutes Lender its attorney-in-fact to execute, if necessary, and file all filings required or so requested for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; and such power, being coupled with an interest, shall be irrevocable until this Agreement terminates in accordance with its terms, all obligations of Borrower to Lender are irrevocably paid in full and the Mortgaged Property is released.

14. **Notices.** Any notices under or pursuant to this Agreement shall be deemed duly received and effective if delivered in accordance with the notice requirements under the Mortgage.

15. **Recordation.** This Agreement may be recorded in the real estate records of the county in which the Mortgaged Property is located.

16. **JURY WAIVER. BORROWER AND LENDER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY, AND AFTER AN OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL, WAIVE (A) ANY AND ALL RIGHTS TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING IN CONNECTION WITH THIS AGREEMENT, THE OBLIGATIONS, ALL MATTERS CONTEMPLATED HEREBY AND DOCUMENTS EXECUTED IN CONNECTION HEREWITH AND (B) AGREE NOT TO SEEK TO CONSOLIDATE ANY SUCH ACTION WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CAN NOT BE, OR HAS NOT BEEN WAIVED. BORROWER CERTIFIES THAT NEITHER LENDER NOR ANY OF ITS REPRESENTATIVES, AGENTS OR COUNSEL HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT LENDER WOULD NOT IN THE EVENT OF ANY SUCH PROCEEDING SEEK TO ENFORCE THIS WAIVER OF RIGHT TO TRIAL BY JURY.**

[No further text on this page - Signatures appear on following page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered on the date first written above.

BORROWER:

WITNESS: Jessi Goebel **PCT ALLENDALE, LLC,**
a New Jersey limited liability company

By: /s/ George Goldberger
Name: George Goldberger
Title: Managing Member

LENDER:

WITNESS: George Beyjoun **TD BANK, N.A.**
By: /s/ Charles Ponti
CHARLES M. PONTI
Regional Vice President

ACKNOWLEDGMENTS

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

I CERTIFY THAT on December 10, 2013, George Goldberger [Name] personally came before me and acknowledged under oath to my satisfaction, that he is the Managing Member [Title] of **PCT ALLENDALE, LLC**, the New Jersey limited liability company named in the within instrument and is authorized to sign the within instrument on behalf of said limited liability company and, as such, signed, sealed and delivered this instrument as the voluntary act and deed of said limited liability company, made by authority and virtue of its Members.

Notary Public
Paige Cooperman
Commission expires June 20, 2015

STATE OF NEW JERSEY)
) ss.:
COUNTY OF BERGEN)

On this 3rd day of December, 2013, before me, the subscriber, personally appeared **CHARLES M. PONTI**, a Regional Vice President of **TD BANK, N.A.**, the national banking association named in the foregoing instrument, who I am satisfied is the person named in and who executed the within instrument, and thereupon acknowledged that he signed, sealed and delivered the same in his capacity as a Regional Vice President of **TD BANK, N.A.** for the purposes therein expressed.

Notary Public
Beverly Pomeroy
Commission expires July 9, 2018

Loan Number: 1539105-9003

PLEDGE AND SECURITY AGREEMENT

This Pledge and Security Agreement ("Agreement"), dated as of December 10, 2013, is made by **PCT ALLENDALE, LLC**, a New Jersey limited liability company with an address at 4 Pearl Court, Allendale, New Jersey 07401 ("Pledgor"), in favor of **TD BANK, N.A.**, a national banking association having a regional office at 71 Union Avenue, East Rutherford, New Jersey 07073 ("Secured Party").

Background

A. On November 30, 2010, Borrower executed and delivered to Secured Party a Mortgage Loan Note in the original principal amount of \$1,000,000.00 (the "Loan"); and

B. This Agreement is executed in connection with that certain Note and Mortgage Modification Agreement by and between Pledgor, as Borrower and Secured Party, as Lender dated as of the date hereof (as same has been or may be amended, supplemented, restated, replaced or otherwise modified from time to time, the "Modification Agreement") relating to the Loan. All capitalized terms used herein and not otherwise defined shall have the same meanings assigned to such terms in the Modification Agreement, the Mortgage (as defined below), or in Article 8 and Article 9 of the UCC (as defined below), as applicable; and

C. The Loan is secured by, among other things, a second priority mortgage lien (as previously amended, modified and/or supplemented, the "Mortgage") as to the real property owned by Pledgor commonly known as 4 Pearl Court, Allendale, New Jersey 07401, Units A, B and C, and designated as Block 601, Lot .05, C0001, C0002 & C0003 on the Official Tax Map of the Borough of Allendale, County of Bergen, State of New Jersey, which Mortgage was dated November 30, 2010 and recorded in the Office of the Bergen County Clerk on December 30, 2010 in Mortgage Book 621 at Page 1582; and

D. Regional Cancer Care Associates LLC, a New Jersey limited liability company (successor entity to Regional Cancer Care Associates LLP, formerly known as Northern New Jersey Cancer Associates LLP), Mark Pascal, Anthony Ingenito, Chiam-Glen Gejerman, Stuart Goldberg, Andrew Jennis, Scott Rowley, Richard Rosenbluth, Robert Alter, Harry Harper, Andrew Pecora and Stanley Waintraub (collectively, the "Released Guarantors") had previously guaranteed Pledgor's obligations under the Loan pursuant to certain guaranty agreements dated November 30, 2010;

E. In connection with the Modification Agreement the Secured Party is releasing the Released Guarantors from their obligations under the aforesaid guaranty agreements pursuant to certain Release of Guaranty agreements dated of even date herewith; and

F. In consideration of the release of Released Guarantors as detailed hereinabove, this Agreement is given and is intended to provide additional security for the Obligations (as that term is defined in the Mortgage) to Secured Party.

NOW THEREFORE, for other good and sufficient consideration, the receipt of which is hereby acknowledged, Pledgor, intending to be legally bound hereby, covenants and agrees as follows:

1. As security for the Obligations, Pledgor hereby pledges, transfers and assigns to Secured Party, and grants to Secured Party, a continuing lien on, and security interest in, all of Pledgor's right, title, and interest in that certain debt service reserve in the amount of One Hundred Ninety-Six Thousand and 00/100 Dollars (\$196,000.00) established and maintained with Secured Party in a separate account established for the benefit of Pledgor, designated as account number 4737905666 and in all assets contained therein together with all additions, replacements and substitutions thereto and all resulting interest, distributions, dividends and proceeds thereof (collectively, "Collateral").

2. The pledge and security interest described herein shall continue in effect to secure all Obligations from time to time outstanding unless and until all Obligations have been indefeasibly paid and satisfied in full.

3. Pledgor hereby represents and warrants that:

a. Except as pledged herein, Pledgor has not sold, assigned, transferred, pledged or granted any option or security interest in or otherwise hypothecated the Collateral in any manner whatsoever and the Collateral is pledged herewith free and clear of any and all liens, security interests, encumbrances, claims, pledges, restrictions, legends, and options;

b. Pledgor has the full power and authority to execute, deliver, and perform under this Agreement and to pledge the Collateral hereunder; and

c. This Agreement constitutes the valid and binding obligation of Pledgor, enforceable in accordance with its terms, and the pledge of the Collateral referred to herein is not in violation of and shall not create any default under any material agreement, undertaking or obligation of Pledgor.

4. If an Event of Default occurs, and is continuing under the Modification Agreement, then Secured Party may, at its sole option, exercise from time to time with respect to the Collateral, any and/or all rights and remedies available to it hereunder, under the Uniform Commercial Code, as in effect from time to time, in the State of New Jersey ("UCC"), or otherwise available to it, at law or in equity, including, without limitation, the right to dispose of the Collateral at public or private sale(s) or other proceedings, and Pledgor agrees that, if permitted by law, Secured Party or its nominee may become the purchaser at any such sale(s).

5. a. In addition to all other rights granted to Secured Party herein, or otherwise available at law or in equity, Secured Party shall have the following rights, each of which may be exercised at Secured Party's sole discretion (but without any obligation to do so), at any time during the continuation of any Event of Default under the Modification Agreement, without further consent of Pledgor: (i) transfer the whole or any part of the Collateral into the name of itself or its nominee or to conduct a sale of the Collateral pursuant to the UCC or pursuant to any other applicable law; (ii) notify the persons obligated on any of the Collateral to make payment to Secured Party, of any amounts due or to become due thereon; and (iii) release, surrender or exchange any of the Collateral at any time, or to compromise any dispute with respect to the same. Secured Party, may proceed against the Collateral, or any other collateral securing the Obligations, in any order, and against Pledgor and any other obligor, jointly and/or severally, in any order to satisfy the Obligations. Pledgor waives and releases any right to require Secured Party to first collect any of the Obligations secured hereby from any other collateral of Pledgor or any other party securing the Obligations under any theory of marshalling of assets, or otherwise. All rights and remedies of Secured Party are cumulative, not alternative.

a. Without limiting any other rights or remedies, Pledgor hereby irrevocably appoints Secured Party its attorney-in-fact, subject to the terms hereof, during the continuation of such Event of Default under the Modification Agreement, at Secured Party's option, (i) to effectuate the transfer of the Collateral on the books of the holder or intermediary thereof to the name of Secured Party or to the name of Secured Party's nominee, designee or assignee; (ii) to endorse and collect checks payable to Pledgor representing distributions or other payments on the Collateral; and (iii) to

carry out the terms and provisions hereof.

b. Secured Party is hereby authorized to file financing statements naming Pledgor as debtor (without Pledgor's signature), in accordance with the UCC. Pledgor hereby authorizes Secured Party to file all financing statements and amendments to financing statements describing the Collateral in any filing office as Secured Party, in its sole discretion may determine.

c. Pledgor acknowledges that, while this Agreement remains in effect, Pledgor may not originate trading instructions to the holder or securities intermediary to make substitutions for and additions to the Collateral.

6. The proceeds of any sale or other disposition of, or realization upon, the Collateral by Secured Party may be applied to, or on account of, the Obligations and in such order as Secured Party may elect.

7. So long as no Event of Default has occurred and is continuing under the Modification Agreement, and subject to the restriction in section 5(b) above, Pledgor shall retain the sole right to exercise all rights of ownership with respect to all questions for all purposes not inconsistent with the terms hereof.

8. Secured Party shall have no obligation to take any steps to preserve, protect or defend the rights of Pledgor or Secured Party in the Collateral against other parties. Secured Party shall have no obligation to sell or otherwise deal with the Collateral at any time for any reason, whether or not upon request of Pledgor, and whether or not the value of the Collateral, in the opinion of Secured Party or Pledgor, is more or less than the aggregate amount of the Obligations secured hereby, and any such refusal or inaction by Secured Party shall not be deemed a breach of any duty which Secured Party may have under law to preserve the Collateral. Except as provided by applicable law, no duty, obligation or responsibility of any kind is intended to be delegated to or assumed by Secured Party at any time with respect to the Collateral. Nothing herein shall be deemed to release Secured Party from any and all liability arising from Secured party's gross negligence or willful misconduct.

9. To the extent Secured Party is required by law to give Pledgor prior notice of any public or private sale, or other disposition of the Collateral, Pledgor agrees that seven (7) Business Days prior written notice to Pledgor shall be a commercially reasonable and sufficient notice of such sale or other intended disposition.

10. Pledgor shall indemnify, defend and hold harmless Secured Party from and against any and all claims, losses and liabilities resulting from any breach by Pledgor of Pledgor's representations and covenants under this Agreement.

11. Pledgor hereby waives notice of (a) acceptance of this Agreement, (b) the existence and incurrence from time to time of any Obligations under the Modification Agreement, and (c) demand and default hereunder.

12. This Agreement shall remain in full force and effect and shall not be limited, impaired or otherwise affected in any way by reason of (a) any delay in making demand on Pledgor for or delay in enforcing or failure to enforce, performance or payment of the Obligations, (b) any failure, neglect or omission on Secured Party's part to perfect any lien upon, protect, exercise rights against, or realize on, any property of Pledgor or any other party securing the Obligations, (c) any failure to obtain, retain or preserve, or the lack of prior enforcement of, any rights against any person or persons

or in any property, (d) the invalidity or unenforceability of any Obligations, or (e) the commencement of any bankruptcy, reorganization, liquidation, dissolution or receivership proceeding or case filed by or against Pledgor.

13. Pledgor covenants and agrees that Pledgor shall not, without the prior written consent of Secured Party, sell, encumber or grant any lien, security interest or option on or with respect to any of the Collateral.

14. No omission or delay by Secured Party in exercising any right or power under this Agreement or any related agreements and documents will impair such right or power or be construed to be a waiver of any Event of Default or an acquiescence therein, and any single or partial exercise of any such right or power will not preclude other or further exercise thereof or the exercise of any other right, and as to Pledgor no waiver will be valid unless in writing and signed by Secured Party and then only to the extent specified.

15. This Agreement and all related documents delivered hereunder shall be construed as integrated and complementary of each other, and as augmenting and not restricting Secured Party's rights and remedies. No modification hereof or any agreement referred to herein shall be binding or enforceable unless in writing and signed by Pledgor and Secured Party.

16. THIS AGREEMENT, AND ALL MATTERS ARISING OUT OF OR RELATING TO THIS AGREEMENT, AND ALL RELATED AGREEMENTS AND DOCUMENTS, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE SUBSTANTIVE LAWS OF THE STATE OF NEW JERSEY. THE PROVISIONS OF THIS AGREEMENT AND ALL OTHER AGREEMENTS AND DOCUMENTS REFERRED TO HEREIN ARE TO BE DEEMED SEVERABLE, AND THE INVALIDITY OR UNENFORCEABILITY OF ANY PROVISION SHALL NOT AFFECT OR IMPAIR THE REMAINING PROVISIONS WHICH SHALL CONTINUE IN FULL FORCE AND EFFECT.

17. Pledgor hereby irrevocably consents to the non-exclusive jurisdiction of the Courts of the State of New Jersey or the United States District Court for the District of New Jersey in any and all actions and proceedings whether arising hereunder or under any other agreement or undertaking. Pledgor waives any objection which Pledgor may have based upon lack of personal jurisdiction, improper venue or forum non conveniens. Pledgor irrevocably agrees to service of process by certified mail, return receipt requested to the address of the appropriate party set forth on the signature page hereto.

18. All communications which Secured Party may provide to Pledgor herein shall be sent to Pledgor in accordance with the notice requirements under the Mortgage.

19. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of each of the parties. Pledgor may not transfer, assign or delegate any of its duties or obligations hereunder.

20. PLEDGOR (AND SECURED PARTY BY ITS ACCEPTANCE HEREOF) HEREBY WAIVES ANY AND ALL RIGHTS IT MAY HAVE TO A JURY TRIAL IN CONNECTION WITH ANY LITIGATION, PROCEEDING OR COUNTERCLAIM ARISING WITH RESPECT TO RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO OR UNDER THE LOAN DOCUMENTS OR WITH RESPECT TO ANY CLAIMS ARISING OUT OF ANY DISCUSSIONS, NEGOTIATIONS OR COMMUNICATIONS INVOLVING OR RELATED TO ANY PROPOSED

RENEWAL, EXTENSION, AMENDMENT, MODIFICATION, RESTRUCTURE, FORBEARANCE, WORKOUT, OR ENFORCEMENT OF THE TRANSACTIONS CONTEMPLATED HEREUNDER OR UNDER THE LOAN DOCUMENTS.

[No further text on this page - Signatures appear on following page]

IN WITNESS WHEREOF, this Pledge and Security Agreement has been executed and delivered as of the date first set forth above.

PLEDGOR:

WITNESS: Paige Cooperman **PCT ALLENDALE, LLC,**
a New Jersey limited liability company

By: /s/ George Goldberger

Name: George Goldberger

Title: Managing Member

(Signature Page to Pledge Agreement)

Loan Numbers: 1539105-9002 and 1539105-9003

GUARANTY OF PAYMENT

THIS GUARANTY OF PAYMENT (this "Guaranty") is made as of the 10th day of December, 2013, by **NEOSTEM, INC.**, a Delaware corporation, having an address set forth after its signature below (and with any of its successors, "Guarantor"), in favor of **TD BANK, N.A.**, a national banking association, having a regional office at 71 Union Avenue, East Rutherford, NJ 07073 ("Lender").

RECITALS:

WHEREAS, contemporaneously herewith, Lender is entering into a certain (i) modification of a \$3,120,000.00 commercial mortgage loan and (ii) a modification of \$1,000,000.00 term loan (collectively, the "Loan") with **PCT ALLENDALE, LLC**, a New Jersey limited liability company ("Borrower"), which Loan is evidenced by a certain Note dated October 31, 2007 (with respect to the \$3,120,000 commercial mortgage loan) and a certain Mortgage Loan Note dated November 30, 2010 (with respect to the \$1,000,000 term loan) (together with all extensions, renewals, modifications, substitutions and/or amendments thereof, the "Note");

WHEREAS, the Loan and related obligations are secured by, among other things, a certain Mortgage and Security Agreement dated October 31, 2007 and recorded on November 5, 2007 in the Bergen County Clerk's Office in Book 17055, page 496 (with respect to the \$3,120,000.00 commercial mortgage loan) and a certain Mortgage, Security Agreement and Fixture Filing dated November 30, 2010 and recorded on December 30, 2010 in the Bergen County Clerk's Office in Book 621, page 1582 (with respect to the \$1,000,000.00 term loan) (together with all extensions, renewals, modifications, substitutions and amendments thereof, collectively, the "Mortgage"), made by Borrower in favor of Lender and granting Lender and its affiliates a first and second priority lien on that certain real property known as 4 Pearl Court, Allendale, New Jersey 07401, Units A, B and C, and as more particularly described on Schedule A to the Mortgage (the "Premises"), together with the buildings and other improvements located thereon (the "Improvements"); and together with the Premises, collectively, the "Property";

WHEREAS, the documents evidencing the Loan are being modified by those two (2) certain Note and Mortgage Modification Agreements ("Modification Agreements"), dated of even date herewith, made by and between Borrower and Lender, among others; and

WHEREAS, Lender requires as a condition to the entering into the Modification Agreements, that Guarantor shall have executed and delivered this Guaranty for the benefit of Lender.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce Lender to enter into the Modification Agreements, Guarantor hereby represents, warrants and covenants to the Lender as follows:

1. Authorization and Enforceability of Loan Documents. The Note, Mortgage and all of the other documents executed and delivered by Borrower in connection with the Loan have been duly authorized and executed by Borrower and are legal, valid and binding instruments, enforceable against Borrower in accordance with their respective terms, subject to the effect of bankruptcy,

insolvency, reorganization, moratorium or other legal or equitable principles now or hereafter in effect generally affecting creditors' rights and remedies.

2. Obligations Guaranteed.

(a) Guarantor unconditionally guarantees to Lender the prompt and unconditional payment of the Loan and the interest thereon, whether now or hereafter advanced, as the same shall become due and payable under the Note, whether at stated maturity, by acceleration or otherwise, and any and all sums of money that, at the time, may have become due and payable under the provisions of the Note, the Mortgage, Mortgage Modifications or any other loan document executed in connection with same (as same may be extended, renewed, modified, substituted and amended, the "Loan Documents"), as well as, without limitation, all other loans, advances, indebtedness, notes, and liabilities;

(b) Guarantor unconditionally guarantees to Lender all other amounts, liquidated or unliquidated, owing by the Borrower to the Lender any time, of each and every kind, nature and description, whether arising under the Mortgage or otherwise, and whether secured or unsecured, direct or indirect (that is, whether the same are due directly by the Borrower to the Lender, or are due indirectly by the Borrower to the Lender, or any of its affiliates as endorser, guarantor or other surety, or as borrower of obligations due third persons which have been endorsed or assigned to the Lender or otherwise), absolute or contingent, due or to become due, now existing or hereafter arising or contracted, including, without limitation, payment when due of all amounts outstanding respecting any of the Loan Documents and the due and prompt performance of all of the terms, agreements, covenants and conditions of the Note, the Mortgage and the other Loan Documents (the "Guaranteed Amount"); and

(c) Guarantor unconditionally guarantees to Lender payment in full of any and all expenses that may be paid or incurred by the Lender or any of its affiliates in the collection of all or any portion of the Guarantor's obligations hereunder or the exercise or enforcement of any one or more of the other rights, powers, privileges, remedies and interests of the Lender under the Loan Documents or any of its affiliates hereunder including, without limitation, reasonable attorneys' fees, irrespective of the manner or success of any such collection, exercise or enforcement, and whether or not such expenses constitute part of the Borrower's obligations.

3. Unconditional Guaranty. This Guaranty is an absolute, unconditional, present and continuing guaranty of payment and performance and not of collection and is in no way conditioned or contingent upon any attempt to enforce Lender's, or any of its affiliates rights against Borrower or to collect from Borrower or upon any other condition or contingency; accordingly, Lender shall have the right to proceed against Guarantor immediately upon any Event of Default (as defined in the Mortgage) under the Mortgage without taking any prior action or proceeding to enforce the Loan Documents, or for the liquidation or foreclosure of any security Lender or its affiliates may at any time hold pursuant thereto. Guarantor hereby waives and releases any claim (within the meaning of 11 U.S.C. § 101) that Guarantor may have against Borrower arising from a payment made by Guarantor under this Guaranty and agrees not to assert or take advantage of any subrogation rights of Guarantor or any right of Guarantor to proceed against Borrower for reimbursement. It is expressly understood that the waivers and agreements of Guarantor constitute additional and cumulative benefits given to each of Lender and its affiliates for its security and as an inducement for its extension of credit to Borrower. Lender may at any time and from time to time take any and/or all actions and enforce all rights and remedies available to Lender hereunder or under applicable law to collect from Guarantor any amounts then due and payable hereunder by Guarantor and/or to cause Guarantor to fulfill his, her or its obligations hereunder.

4. Liability Unimpaired. Guarantor's liability hereunder shall in no way be limited or impaired by, and Guarantor hereby consents to and agrees to be bound by, any amendment or modification of the provisions of any of the Loan Documents, or any other instrument or agreement made to or with Lender or any of its affiliates, by Borrower or Guarantor, or any Person (as hereafter defined) who succeeds Borrower as owner of all or part of the Property prior to foreclosure of the Mortgage or exercise of any power of sale contained therein. In addition, Guarantor's liability hereunder shall in no way be limited or impaired by (i) any extensions of time for performance required by any of said documents, (ii) any sale, assignment or foreclosure of the Note or Mortgage or any sale or transfer of all or part of the property covered by the Mortgage, (iii) any exculpatory provision in any of said documents limiting Lender's recourse to the Property or to any other security, or limiting Lender's rights to a deficiency judgment against Borrower, (iv) the release of Borrower or any other person from performance or observance of any of the agreements, covenants, terms or conditions contained in any of said documents including any other guarantor under this or any other guaranty, for any reason, including by Lender's election, by operation of law (including, but not limited to the Commodity Exchange Act and any successor statute or any other rule, regulation or order of the Commodity Futures Trading Commission), or otherwise, by operation of law or otherwise, (v) the release or substitution in whole or in part of any security for the Loan, (vi) Lender's failure to record the Mortgage or file any UCC financing statements (or Lender's improper recording or filing of same) or to otherwise perfect, protect, secure or insure any security interest or lien given as security for the Loan, (vii) the invalidity, irregularity or unenforceability, in whole or in part, of any of the Loan Documents, this Guaranty or any other instrument or agreement executed or delivered to Lender in connection with the Loan, except to the extent that there is a final adjudication by a court of competent jurisdiction of a valid defense to Borrower's obligations under the Loan Documents to payment of the applicable indebtedness, (ix) the inaccuracy of any of the representations and warranties made by Borrower in the Mortgage or the other Loan Documents, or (x) any other action or circumstance whatsoever that constitutes, or might be construed to constitute, a legal or equitable discharge or defense (except full payment and satisfaction) of Borrower for its obligations under any of the Loan Documents or of Guarantor under this Guaranty; and, in any such case, whether with or without notice to Guarantor and with or without consideration. As used herein, "Person" shall mean any individual, corporation, partnership, limited liability company, joint venture, estate, trust, unincorporated association, any other entity, any federal, state, county or municipal government or any bureau, department or agency thereof, and any fiduciary acting in such capacity on behalf of any of the foregoing.

5. Preservation of Loan Documents. Guarantor will cause Borrower to maintain and preserve the enforceability of the Loan Documents as the same may be modified and will not permit Borrower to take or to fail to take actions of any kind which might be the basis for a claim that Guarantor has a defense to Guarantor's obligations hereunder.

6. Security; Guarantor's Events of Default. As security for any and all of the obligations of the Guarantor under this Guaranty, now existing or hereafter arising hereunder or otherwise (collectively, the "Liabilities"), the Guarantor hereby grants to the Lender a lien upon and a security interest in any and all moneys or other property (i.e., goods and merchandise, as well as any and all documents relative thereto; funds, securities, choses in action and any and all other forms of property whether real, personal or mixed, and any right, title or interest of the Guarantor therein or thereto), and the proceeds thereof, which have been, or may hereafter be, deposited or delivered to the Lender (or with any third party acting on the Lender's behalf) by or for the account or credit of the Guarantor whether for safekeeping, custody, pledge, deposit, transmission, collection or otherwise. All remittances and property shall be deemed delivered to the Lender as soon as put in transit to the Lender by mail or carrier.

Upon the occurrence of any of the following events (each a "Guarantor's Event of Default"): (a) the Guarantor defaults under this Guaranty or any Loan Document to which the Guarantor is a party; (b) any

representation or warranty made by the Guarantor herein, or in any other Loan Document to which the Guarantor is a party is materially false or untrue as of the date such representation or warranty is made; (c) the Guarantor commences any case, proceeding, or other action under any law of any jurisdiction relating to bankruptcy, insolvency, reorganization, or relief of debtors or seeks to have an order for relief entered with respect to the Guarantor or seeks to be adjudicated a bankrupt or insolvent, or seeks reorganization, arrangement, adjustment, liquidation, dissolution, composition or other relief with respect to the Guarantor or the Guarantor's debts, or seeks the appointment of a receiver, trustee, custodian, or other similar official for the Guarantor or for all or any substantial part of the Guarantor's property; (d) the Guarantor makes a general assignment for the benefit of creditors; (e) there is commenced against the Guarantor, any case, proceeding or other action of the type referred to in clause (c) above or seeking the issuance of a warrant of attachment, execution, distraint, or similar process against all or any substantial part of the Guarantor's property, which case, proceeding or other action results in an entry of an order for relief or is not dismissed, discharged or bonded within sixty (60) days of the commencement thereof; (f) the Guarantor takes any action indicating the Guarantor's consent to, approval of, or acquiescence in or in furtherance of, any of the acts set forth in clause (c) and (e) above; (g) the death or incapacity of a Guarantor, if an individual; (h) the Guarantor admits in writing the Guarantor's inability to pay the Guarantor's debts as they mature; (i) the Guarantor terminates or dissolves or suspends the Guarantor's usual business activities or conveys, sells, leases, transfers or otherwise disposes of all or a substantial part of the Guarantor's property, business or assets other than in the ordinary course of business; or (j) the existence or occurrence at any time of one or more conditions or events that, in the sole opinion of the Lender, has resulted or is reasonably likely to result in a material adverse change in the business, properties or financial condition of the Guarantor; then, any or all of the obligations of Guarantor shall, at the Lender's option or, become (for the purpose of this Guaranty) immediately due and payable by the Guarantor, without demand or notice. In addition, upon the occurrence of any Guarantor's Event of Default, the Lender shall have all of the rights and remedies provided to a secured party by the Uniform Commercial Code as in effect in New Jersey State at that time. The Guarantor agrees that, in the event that notice is necessary, written notice mailed to the Guarantor at the address given below five (5) days prior to the date of public sale of the property subject to the lien and security interest created herein or prior to the date after which private sale or any other disposition of said property will be made shall constitute reasonable notice, but notice given in any other reasonable manner or at any other reasonable time shall be sufficient.

7. Indemnification; Payments; Certain Waivers. Guarantor (i) waives any right or claim of right to cause a marshalling of Borrower's assets or to cause Lender to proceed against any of the security for the Loan, or for the obligations guaranteed hereby before proceeding against Guarantor, (ii) agrees that any payments required to be made by Guarantor hereunder shall become due on demand in accordance with the terms of Paragraph 2 hereof and without presentment to Borrower, demand for payment or protest, or notice of non-payment or protest, and (iii) except as hereinafter provided, expressly waives and relinquishes all rights and remedies accorded by applicable law to guarantors. Without limiting the generality of the foregoing, Guarantor hereby waives all rights (x) to participate in any claim or remedy Lender, or any of its affiliates may now or hereafter have against Borrower or in any collateral that Lender has or hereafter may acquire for the obligations guaranteed hereby and (y) except as provided below, to contribution, indemnification, set-off, exoneration or reimbursement, whether from Borrower, any Guarantor, or any other person now or hereafter primarily or secondarily liable for any of Borrower's obligations to Lender, and whether arising by contract or operation of law or otherwise by reason of Guarantor's execution, delivery or performance of this Guaranty. Guarantor does not waive and hereby retains all rights of subrogation, contribution, indemnification, set-off or reimbursement against Borrower or any other guarantor that Guarantor may have (the "Undersigned's Rights"); provided, however, that (i) this Guaranty shall neither be contingent upon the existence of the Undersigned's Rights nor subject to any claims or defenses whatsoever that may be asserted in connection with the enforcement or attempted enforcement of the Undersigned's Rights including, without

limitation, any claim that the Undersigned's Rights were abrogated by any of Lender's acts, and (ii) until the Loan shall have been paid in full, Guarantor hereby postpones and subordinates (A) the exercise of any and all of the Undersigned's Rights to Lender's rights against Guarantor under this Guaranty or against Borrower under any of the Loan Documents, and (B) any of the Undersigned's Rights to any collateral securing the Loan.

8. Reinstatement. This Guaranty shall continue to be effective, or be reinstated automatically, as the case may be, if at any time payment, in whole or in part, of any of the obligations guaranteed hereby is rescinded or otherwise must be restored or returned by Lender or any affiliate (whether as a preference, fraudulent conveyance or otherwise) upon or in connection with the insolvency, bankruptcy, dissolution, liquidation or reorganization of Borrower, Guarantor or any other person, or upon or as a result of the appointment of a receiver, intervenor or conservator of, or trustee or similar officer for, Borrower, Guarantor or any other person or for a substantial part of Borrower's, Guarantor's or any of such other person's property, as the case may be, or otherwise, all as though such payment had not been made. Guarantor further agrees that in the event any such payment is rescinded or must be restored or returned, all costs and reasonable expenses (including, without limitation, reasonable legal fees and expenses) incurred by or on behalf of Lender in defending or enforcing such continuance or reinstatement, as the case may be, shall constitute costs of enforcement, the payment of which is guaranteed by Guarantor pursuant to Paragraph 2 above and covered by Guarantor's indemnity pursuant to Paragraph 7 above.

9. Litigation; Compliance with Judgments. Guarantor represents and warrants with respect to itself that there are no actions, suits or proceedings pending or threatened against or affecting Guarantor, at law, in equity or before or by any governmental authorities that would have a material effect on the Guarantor's ability to perform his obligations hereunder; to the best of Guarantor's knowledge, such Guarantor is not in default with respect to any order, writ, injunction, decree or demand of any court or governmental authorities.

10. Authorization and Enforceability; No Conflicts. Guarantor has the full power and authority to enter into and perform its obligations under this Guaranty and this Guaranty is a legal, valid and binding instrument, enforceable against Guarantor in accordance with its terms. Guarantor represents and warrants with respect to itself that the consummation of the transactions contemplated hereby and the performance of this Guaranty and the other Loan Documents to which Guarantor is a party have not resulted and will not result in any breach of, or constitute a default under, any mortgage, deed of trust, lease, bank loan or credit agreement, corporate charter, by-laws, partnership agreement or other instrument to which Guarantor is a party or by which Guarantor may be bound or affected.

11. Compliance with Laws. Guarantor represents and warrants with respect to itself that Guarantor is in compliance with, and the transactions contemplated by the Loan Documents and this Guaranty do not and will not violate any provision of, or require any filing, registration, consent or approval under, any federal, state or local law, rule, regulation, ordinance, order, writ, judgment, injunction, decree, determination or award (hereinafter, "Laws") presently in effect having applicability to Guarantor, and agrees that Guarantor will comply promptly with all Laws now or hereafter in effect having applicability to Guarantor.

12. Accuracy of Information; Full Disclosure. Guarantor represents and warrants with respect to itself that neither this Guaranty nor any documents, financial statements, reports, notices, schedules, certificates, statements or other writings furnished by or on behalf of the Guarantor to Lender in connection with the negotiation of the Loan Documents or the consummation of the transactions contemplated thereby, or required herein or by the other Loan Documents to be furnished by or on behalf of Guarantor, contains any untrue or misleading statement of a material fact; there is no fact that Guarantor has not disclosed to Lender in writing that materially affects adversely any of the property covered by the Mortgage or the business

affairs or financial condition of Guarantor, or the ability of such Guarantor to perform this Guaranty and the other Loan Documents to which Guarantor is a party.

13. Financial Statements. Guarantor represents, warrants and covenants with respect to itself as follows:

(a) The most recent financial statements heretofore delivered by Guarantor to Lender are true and correct in all material respects, have been prepared in accordance with sound accounting principles consistently applied and fairly present such Guarantor's financial condition as of the date thereof, and no material adverse change has occurred in the financial condition reflected therein since the date thereof.

(b) So long as any obligations of Borrower or their assigns shall remain outstanding to Lender, Guarantor shall provide Lender with copies of any and all financial reports submitted to the U.S. Securities and Exchange Commission ("SEC") within fifteen (15) days of submission to the SEC.

(c) Promptly after a written request therefor, Guarantor shall deliver to Lender such other financial data or information as the Lender may reasonably request from time to time.

14. Eligible Contract Participant Status. Guarantor represents and warrants that such party is an "eligible contract participant" within the meaning of Section 1a(18) of the Commodity Exchange Act, and regulations promulgated thereunder, as amended from time to time.

15. Non-Waiver Remedies Cumulative. No failure or delay on Lender's part in exercising any right, power or privilege under any of the Loan Documents, this Guaranty or any other document made to or with Lender in connection with the Loan shall operate as a waiver of any such privilege, power or right or shall be deemed to constitute Lender's acquiescence in any default by Borrower or Guarantor under any of said documents. A waiver by Lender of any right or remedy under any of the Loan Documents, this Guaranty or any other document made to or with Lender in connection with the Loan on any one occasion shall not be construed as a bar to any right or remedy which Lender otherwise would have on any future occasion. The rights and remedies provided in said documents are cumulative, may be exercised singly or concurrently and are not exclusive of any rights or remedies provided by law.

16. Transfers of Interests in Loan. Guarantor acknowledges that Lender, at Lender's sole discretion, may sell, assign or transfer interests in the Loan, this Guaranty and the other Loan Documents to one or more participants, purchasers and/or assignees (collectively, "Participants") and agrees in connection therewith, all Loan Documents and other documentation, financial statements, appraisals and other data, or copies thereof, relevant to Borrower, Guarantor, the Premises, the Improvements or the Mortgage, may be provided to and retained by any such participant, purchaser or assignee or prospective participant, purchaser or assignee. Guarantor agrees that Lender shall have no obligation to give Guarantor written notice of any sale, assignment or transfer of any interest or participation in the Loan or any part thereof.

17. Separate Indemnity. Guarantor acknowledges and agrees that Lender's, (and Guarantor's obligations) under this Guaranty shall be in addition to all of Lender's rights (and all of Guarantor's obligations) under any indemnity agreement executed and delivered to Lender by Borrower and/or Guarantor in connection with the Loan, and payments by Guarantor under this Guaranty shall not reduce any of Guarantor's obligations and liabilities under any such indemnity agreement.

18. Severability. Any provision of this Guaranty, or the application thereof to any person or circumstance (including any invalidation of any other guarantor's obligations under or in connection with the Commodity Exchange Act), that, for any reason, in whole or in part, is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Guaranty (or the remaining portions of such provision) or the application thereof to any other person or circumstance, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision (or portion thereof) or the application thereof to any person or circumstance in any other jurisdiction.

19. Entire Agreement; Amendments. This Guaranty contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior oral or written agreements or statements relating to such subject matter, and none of the terms and provisions hereof may be waived, amended or terminated except by a written instrument signed by the Person against whom enforcement of the waiver, amendment or termination is sought.

20. Successors and Assigns. This Guaranty shall be binding upon and shall inure to the benefit of Lender, and any of its affiliates and Guarantor and their respective heirs, personal representatives, successors and assigns. This Guaranty may be assigned by Lender, or any of its affiliates with respect to all or any portion of the obligations guaranteed hereby, and when so assigned Guarantor shall be liable under this Guaranty to the assignee(s) of the portion(s) of the obligations guaranteed hereby so assigned without in any manner affecting the liability of Guarantor hereunder to Lender or its affiliates with respect to any portion of the obligations guaranteed hereby retained by Lender, or any of its affiliates.

21. WAIVER OF TRIAL BY JURY. GUARANTOR, AND BY THE ACCEPTANCE HEREOF, LENDER HEREBY AGREES NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND WAIVE ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THE LOAN DOCUMENTS OR ANY CLAIM, COUNTERCLAIM OR OTHER ACTION ARISING IN CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY GUARANTOR, LENDER AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE. GUARANTOR AND LENDER ARE EACH HEREBY AUTHORIZED TO FILE A COPY OF THIS PARAGRAPH IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER.

22. ADDITIONAL WAIVERS IN THE EVENT OF ENFORCEMENT. GUARANTOR HEREBY EXPRESSLY AND UNCONDITIONALLY WAIVES, IN CONNECTION WITH ANY SUIT, ACTION OR PROCEEDING BROUGHT BY OR ON BEHALF OF LENDER ON THIS GUARANTY, ANY AND EVERY RIGHT GUARANTOR MAY HAVE TO (I) INJUNCTIVE RELIEF, (II) INTERPOSE ANY COUNTERCLAIM THEREIN (OTHER THAN COMPULSORY COUNTERCLAIMS), AND (III) HAVE THE SAME CONSOLIDATED WITH ANY OTHER OR SEPARATE SUIT, ACTION OR PROCEEDING. NOTHING HEREIN CONTAINED SHALL PREVENT OR PROHIBIT GUARANTOR FROM INSTITUTING OR MAINTAINING A SEPARATE ACTION AGAINST LENDER WITH RESPECT TO ANY ASSERTED CLAIM.

23. Governing Law; Submission to Jurisdiction. This Guaranty and the rights and obligations of the parties hereunder shall in all respects be governed by, and construed and enforced in accordance with, the laws of the State of New Jersey. Guarantor hereby irrevocably submits to the nonexclusive jurisdiction of any New Jersey state or federal court sitting in the County of Bergen over any suit, action or proceeding arising out of or relating to this Guaranty, and Guarantor hereby agrees and consents that, in addition to any

methods of service of process provided for under applicable law, all service of process in any such suit, action or proceeding in any state or federal court sitting may be made by certified or registered mail, return receipt requested, directed to the Guarantor at the address indicated below, and service so made shall be complete five (5) days after the same shall have been so mailed.

24. Paragraph Headings. Any paragraph headings and captions in this Guaranty are for convenience only and shall not affect the interpretation or construction hereof.

25. Liability Unaffected by Release. Any other Person liable upon or in respect of any obligation hereby guaranteed may be released without affecting the liability of Guarantor hereunder.

26. Joint and Several Obligations. In connection with the execution of this Guaranty and the Mortgage Modifications described herein, **PROGENITOR CELL THERAPY, LLC**, a Delaware limited liability company and **NEOSTEM FAMILY STORAGE, LLC**, a Delaware limited liability company are entering into that certain Reaffirmation of Guaranty to reaffirm their guaranty of all of the obligations of the Borrower to the Lender under the Loan, without limitation (the "Reaffirmation of Guaranty"). Further, in connection with the execution of this Guaranty and the Mortgage Modifications described herein, Lender and **REGIONAL CANCER CARE ASSOCIATES LLC**, a New Jersey limited liability company (successor entity to Regional Cancer Care Associates LLP, formerly known as Northern New Jersey Cancer Associates LLP) and **MARK PASCAL, ANTHONY INGENITO, CHIAM-GLEN GEJERMAN, STUART GOLDBERG, ANDREW JENNIS, SCOTT ROWLEY, RICHARD ROSENBLUTH, ROBERT ALTER, HARRY HARPER, ANDREW PECORA AND STANLEY WAINTRAUB**, individually, are entering into those certain Releases of Guaranty to release and discharge the Released Guarantor (as that term is defined therein) from its obligations under the Term Loan Guaranty (as that term is defined in the Reaffirmation of Guaranty). Accordingly, any reference to the term "Guarantor" under the Loan shall from this point forward mean, collectively, **PROGENITOR CELL THERAPY, LLC, NEOSTEM FAMILY STORAGE, LLC and NEOSTEM, INC.** The obligations of the Guarantors and their liability under the Reaffirmation of Guaranty and this Guaranty, all as supplemented, restated, superseded, amended and/or replaced from time to time and herein, shall be joint and several.

27. Notices. Notices shall be given in the manner provided in the Mortgage and with respect to Guarantor at the address set forth below, with a copy of any such Notice to be given to Lowenstein Sandler LLP, 65 Livingston Avenue, Roseland, New Jersey 07068.

28. Principles of Construction. All references to sections, paragraphs, schedules and exhibits are to sections, schedules and exhibits in or to this Guaranty unless otherwise specified. Unless otherwise specified, the words "hereof," "herein" and "hereunder" and words of similar import when used in this Guaranty shall refer to this Guaranty as a whole and not to any particular provision of this Guaranty. The recitals to this Guaranty shall be deemed a part hereof and all exhibits and schedules attached hereto, if any, are incorporated herein by reference for all purposes. Unless otherwise specified, all meanings attributed to defined terms herein shall be equally applicable to both the singular and plural forms of the terms so defined and "including" means including without limitation. Whenever the context requires, each gender shall include all other genders.

29. Financial Covenant. So long as any obligations of Borrower or their assigns shall remain outstanding to Lender, Neostem, Inc. and its subsidiaries collectively, shall maintain a minimum unencumbered liquidity of \$5,000,000.00, consisting of total cash balances reported by Neostem, Inc. and its subsidiaries, to be tested quarterly beginning with the fiscal quarter ending December 31, 2013. Capitalized

terms not specifically defined herein shall have the meaning afforded to them in accordance with generally accepted accounting principles consistently applied ("GAAP").

30. Counterparts. This Guaranty may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute together but one and the same agreement. Any signature delivered by a party by facsimile or email transmission shall be deemed to be an original signature hereto.

IN WITNESS WHEREOF, Guarantor has caused this Guaranty to be duly executed and delivered by its duly authorized official as of the date first above stated.

WITNESS: Paige Cooperman **NEOSTEM, INC.**, a Delaware corporation

By: /s/ Robin L. Smith
Name: Robin Smith
Title: CEO

Address: 420 Lexington Avenue, Ste 350

New York, NY 10170