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

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FORM 8-K

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CURRENT REPORT

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

Date of Report (Date of earliest event reported): September 29, 2014

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**Nuvillex, Inc.**

(Exact name of Registrant as Specified in its Charter)

**Nevada**  
(State or Other Jurisdiction of  
Incorporation)

**333-68008**  
(Commission File Number)

**62-1772151**  
(IRS Employer Identification No.)

**12510 Prosperity Drive, Suite 310**  
**Silver Spring, Maryland**  
(Address of Principal Executive Offices)

**(917) 595-2850**  
(Registrant's Telephone Number, Including Area Code)

**Not Applicable**  
(Former Name or Former Address, if Changed Since Last Report)

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

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
  - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 140.14a-12)
  - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
  - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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**Item 1.01 Entry into a Material Definitive Agreement.**

See the descriptions of the Consulting Agreement, dated September 29, 2014, between Nuvilex, Inc. (“Company”) and Patricia Gruden (“Gruden Consulting Agreement”), the Stock Option Agreement, dated September 29, 2014, between the Company and Patricia Gruden (“Gruden Option Agreement”), the Consulting Agreement, dated September 29, 2014, between the Company and Timothy Matula (“Matula Consulting Agreement”), the Stock Option Agreement, dated September 29, 2014, between the Company and Timothy Matula (“Matula Option Agreement”), the Consulting Agreement, dated September 29, 2014, between the Company and Richard M. Goldfarb (“Goldfarb Consulting Agreement”) and the Stock Option Agreement, dated September 29, 2014, between the Company and Richard M. Goldfarb (“Goldfarb Option Agreement”) in Item 5.02 below.

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

Robert Bowker

Effective as of October 1, 2014, Robert Bowker resigned from his position as a member of the board of directors of the Company (“Board”).

Patricia Gruden

Effective as of October 1, 2014, Patricia Gruden resigned from her positions as Chief Financial Officer, Treasurer, Secretary, member of the Board and Chairman of the Board of the Company.

In connection with her departure, the Company entered into the Gruden Consulting Agreement with Mrs. Gruden pursuant to which she agreed to provide the Company with consulting services and agreed to certain customary restrictive covenants, including non-competition and confidentiality. Ms. Gruden will receive cash compensation of \$10,000 per month. The Gruden Consulting Agreement may be terminated by the Company upon 30 days’ notice, and otherwise expires on September 30, 2016. The Company also entered into the Gruden Option Agreement with Mrs. Gruden pursuant to which the Company granted Ms. Gruden an option to purchase up to 10,000,000 shares of the Company’s common stock, par value \$0.0001 (“Common Stock”), at an exercise price of \$0.19 per share. The Gruden Option Agreement terminates and the option is forfeited if the Company terminates the Gruden Consulting Agreement for Cause, if Mrs. Gruden breaches any of the restrictive covenants under the Gruden Consulting Agreement or if Mrs. Gruden fails to provide the consulting services required by the Gruden Consulting Agreement.

Copies of the Gruden Consulting Agreement and Gruden Option Agreement are attached as Exhibits 10.1 and 10.2, respectively, to this Current Report on Form 8-K, and they are hereby incorporated by reference herein. The summary above does not purport to be complete and is subject to and qualified in its entirety by reference to the texts of the Gruden Consulting Agreement and Gruden Option Agreement.

Timothy Matula

Effective as of October 1, 2014, Timothy Matula resigned from his position as President of Medical Marijuana Sciences, Inc., a subsidiary of the Company, and as a director of the Company.

In connection with his departure, the Company entered into the Matula Consulting Agreement with Mr. Matula pursuant to which he agreed to provide the Company with consulting services and agreed to certain customary restrictive covenants, including non-competition and confidentiality. Mr. Matula will receive cash compensation of \$10,000 per month. The Matula Consulting Agreement may be terminated by the Company upon 30 days’ notice and expires on September 30, 2016. The Company also entered into the Matula Option Agreement with Mr. Matula pursuant to which the Company granted Mr. Matula an option to purchase up to 10,000,000 shares of Common Stock at an exercise price of \$0.19 per share. The Matula Option Agreement terminates and the option is forfeited if the Company terminates the Matula Consulting Agreement for Cause, if Mr. Matula breaches any of the restrictive covenants under the Matula Consulting Agreement or if Mr. Matula fails to provide the consulting services required by the Matula Consulting Agreement.

Copies of the Matula Consulting Agreement and Matula Option Agreement are attached as Exhibits 10.3 and 10.4, respectively, to this Current Report on Form 8-K, and they are hereby incorporated by reference herein. The summary above does not purport to be complete and is subject to and qualified in its entirety by reference to the texts of the Matula Consulting Agreement and Matula Option Agreement.

Richard M. Goldfarb

On September 30, 2014, Richard M. Goldfarb resigned from his position as a member of the Board of the Company to be effective at a time to be determined by the Chief Executive Officer of the Company.

In connection with his anticipated departure, the Company entered into the Goldfarb Consulting Agreement with Mr. Goldfarb pursuant to which he agreed to provide the Company with consulting services and agreed to certain customary restrictive covenants, including non-competition and confidentiality. The compensation Mr. Goldfarb will receive under the Goldfarb Consulting Agreement is the option granted pursuant to the Goldfarb Option Agreement. The Goldfarb Consulting Agreement may be terminated by the Company upon 30 days' notice and expires on September 30, 2015. The Company also entered into the Goldfarb Option Agreement with Mr. Goldfarb pursuant to which the Company granted Mr. Goldfarb an option to purchase up to 5,000,000 shares of Common Stock at an exercise price of \$0.19 per share. The Goldfarb Option Agreement terminates and the option is forfeited if the Company terminates the Goldfarb Consulting Agreement for Cause, if Mr. Goldfarb breaches any of the restrictive covenants under the Goldfarb Consulting Agreement or if Mr. Goldfarb fails to provide the consulting services required by the Goldfarb Consulting Agreement.

Copies of the Goldfarb Consulting Agreement and Goldfarb Option Agreement are attached as Exhibits 10.5 and 10.6, respectively, to this Current Report on Form 8-K, and they are hereby incorporated by reference herein. The summary above does not purport to be complete and is subject to and qualified in its entirety by reference to the texts of the Goldfarb Consulting Agreement and Goldfarb Option Agreement.

**Item 5.03 Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.**

On October 1, 2014, the Board adopted Amendment No. Two to the Bylaws of Nuvilex, Inc. ("Amendment"). The Amendment revises the notice requirements for a director to call a special meeting of the Board and provides that the Company can accept contracts for services to be performed as consideration for issuances of Common Stock. The Amendment is furnished as Exhibit 3.1 to this Current Report on Form 8-K and is incorporated by reference herein.

**Item 9.01. Financial Statements and Exhibits**

(d) Exhibits.

Exhibit 3.1	Amendment No. Two to the Bylaws of Nuvilex, Inc.
Exhibit 10.1	Consulting Agreement, dated September 29, 2014, between Nuvilex, Inc. and Patricia Gruden.
Exhibit 10.2	Stock Option Agreement, dated September 29, 2014, between Nuvilex, Inc. and Patricia Gruden.
Exhibit 10.3	Consulting Agreement, dated September 29, 2014, between Nuvilex, Inc. and Timothy Matula.
Exhibit 10.4	Stock Option Agreement, dated September 29, 2014, between Nuvilex, Inc. and Timothy Matula.
Exhibit 10.5	Consulting Agreement, dated September 29, 2014, between Nuvilex, Inc. and Richard M. Goldfarb.
Exhibit 10.6	Stock Option Agreement, dated September 29, 2014, between Nuvilex, Inc. and Richard M. Goldfarb.

## 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.

October 3, 2014

Nuvilex, Inc.

By: /s/ Kenneth L. Waggoner  
Name: Kenneth L. Waggoner  
Title: Chief Executive Officer

## EXHIBIT INDEX

<u>Exhibit Number</u>	<u>Description</u>
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Exhibit 10.2	Stock Option Agreement, dated September 29, 2014, by and between Nuvilex, Inc. and Patricia Gruden.
Exhibit 10.3	Consulting Agreement, dated September 29, 2014, by and between Nuvilex, Inc. and Timothy Matula.
Exhibit 10.4	Stock Option Agreement, dated September 29, 2014, by and between Nuvilex, Inc. and Timothy Matula.
Exhibit 10.5	Consulting Agreement, dated September 29, 2014, by and between Nuvilex, Inc. and Richard M. Goldfarb.
Exhibit 10.6	Stock Option Agreement, dated September 29, 2014, by and between Nuvilex, Inc. and Richard M. Goldfarb.

**Amendment No. Two to the Bylaws  
of Nuvilex, Inc. (a Nevada Corporation)**

These amendments to the bylaws (“Bylaws”) of Nuvilex, Inc. (the “Corporation”) are subject to and governed by Chapter 78 of Nevada Revised Statutes and any successor statute, as it may be amended from time to time, and the Articles of Incorporation of the Corporation.

1. Section 3.10 is hereby amended and restated to read in its entirety as follows:

3.10 **Special Meetings.** Special meetings of the Board of Directors may be called by the President or by any Director on one day’s notice to each Director, given either personally or by mail, telegram or e-mail. Except as otherwise expressly provided by statute, or by the Articles of Incorporation, or by these Bylaws, neither the business to be transacted at, nor the purpose of, any special meeting of the Board of Directors need be specified in a notice or waiver of notice.

2. Section 7.04(a) is hereby amended and restated to read in its entirety as follows:

(a) **Consideration.** The Board of Directors may authorize shares to be issued for consideration consisting of any tangible or intangible property or benefit to the Corporation, including, but not limited to, cash, promissory notes, services performed, contracts for services to be performed or other securities of the Corporation.



**Consulting Agreement**

**1. Parties**

This Consulting Agreement ("Agreement") is between Nuvilex, Inc. ("Nuvilex") and Patricia Gruden ("Consultant") dated as of October 1, 2014.

**2. Term of this Agreement**

The term of this Agreement ("Term") shall commence on October 1, 2014 ("Effective Date") and shall expire on September 30, 2016. This Agreement may be terminated by Nuvilex, without cause and at the sole discretion of Nuvilex, by giving Consultant 30 days' notice prior to the effective date of the termination.

**3. Services to be Performed by Consultant**

Consultant shall be available and agrees, at the request of the Chief Executive Officer of Nuvilex, to perform consulting services of the following general description as an independent contractor to the Company during the Term: (i) assist with planning, organizing and managing the activities related to accounting and finance of Nuvilex; (ii) assist with planning, organizing, preparing and managing all financial and tax information pertaining to Nuvilex; (iii) assist with planning organizing, preparing and managing all financial and tax related reports; (iv) assist with managing the provision of all audit services to Nuvilex through outside consultants; (v) assist with the transition of Consultants former job duties as the Chief Financial Officer and Treasurer to a Controller to be retained by Nuvilex; and (vi) such other duties as the Chief Executive Officer of Nuvilex shall assign from time to time (collectively, "Services").

**4. Compensation**

Nuvilex will pay Consultant cash compensation of \$10,000 per month for each month during the Term, payable by the first day of the month following each month during which this Agreement is in effect.

**5. State and Federal Taxes**

Consultant shall assume full responsibility for the payment of any taxes (or any other obligations or payments) that may be claimed as owed by any unit of government as a result of remuneration paid to Consultant for the performance of the Services.

**6. Independent Contractor Status**

The parties intend Consultant to act as an independent contractor in performing the Services as, when, and if requested to do so by the Chief Executive Officer of Nuvilex. Consultant shall use her own expertise and judgment in performing the Services, recognizing that Nuvilex is relying on Consultant to consult, when appropriate, with employees and representatives of Nuvilex when appropriate to do so.

**7. Expenses**

Consultant is responsible for all expenses required for the performance of the Services, unless Consultant receives written consent from the Chief Executive Officer of Nuvilex to be reimbursed for such expenses. Such consent may be in the form of an email from the Chief Executive Officer of Nuvilex.

**8. Confidential Information**

In order to assist Consultant in performing the Services, Nuvilex may supply Consultant, from time to time, with confidential information concerning Nuvilex. Consultant shall hold such information confidential and not disclose to others, either directly or indirectly, any and all such confidential information, propriety information, technical data, trade secrets or know-how, including, but not limited to, research, product plans, products, services, customers, customer lists, markets, software, developments, inventions, processes, formulas, technology, designs, financial data and other business information, which may be learned by Nuvilex or any of its subsidiaries and affiliated companies (collectively, "Nuvilex Group") before and during the Term (collectively, "Confidential Information"), unless such information has been furnished directly to Consultant by the Nuvilex Group and Consultant is advised in writing by Nuvilex that such information is not Confidential Information. Consultant acknowledges that the terms and conditions of this Agreement are deemed confidential by Nuvilex and agrees not to disclose any information regarding it to any third party, without the prior written consent of Nuvilex. All documents containing Confidential Information shall be returned to Nuvilex, and no copies shall be retained by Consultant upon the termination of this Agreement or expiration of the Term.

Notwithstanding the foregoing, such duty of confidentiality does not extend to information: (i) which is or comes into the public domain; (ii) is rightfully obtained from third parties under a duty of confidentiality; or (iii) which is independently developed without reference to the Confidential Information. The duties of confidentiality imposed by this Agreement shall survive any termination of this Agreement or expiration of the Term for a period of 3 years. All data and information developed by Consultant (including notes, summaries, and reports) while performing the Services shall be kept strictly confidential and shall not be revealed to third parties without the prior written consent of Nuvilex. All such data and information shall be owned by Nuvilex and shall be delivered to Nuvilex by Consultant at the request of Nuvilex.

**9. Insider Trading Policy**

Consultant shall sign and adhere strictly to the Insider Trading Policy of Nuvilex, a copy of which is being provided to Consultant concurrently with this Agreement being provided to Consultant to sign and return to Nuvilex.

**10. Other Clients of Consultant**

Nuvilex understands that, in addition to providing the Services to Nuvilex, Consultant may be retained, directly or indirectly, by other individuals or entities to provide services separate and apart from the Services being provided to Nuvilex. Consultant shall be responsible for following appropriate procedures to avoid any breach of the provisions of Section 8 of this Agreement or any conflicts of interest on the part of Consultant which relate to the performance of the Services Consultant is providing to Nuvilex. Any individual or entity seeking to retain Consultant to provide consulting services must be screened in advance for a conflict of interest with Nuvilex. If a conflict of interest exists or appears to exist, Consultant shall not perform any services for such third party, unless and until the conflict is resolved to the satisfaction of Nuvilex. Consultant shall not discuss with her other clients the Services being performed pursuant to this Agreement; likewise, Consultant shall not discuss with personnel of Nuvilex issues pertaining to Consultant's work for her other clients.



**11. Non-Competition**

Consultant acknowledges that, during the period of his employment with Nuvilex, he has come into contact with and has been privy to confidential, proprietary and trade secret information of Nuvilex. As a result, and subject only to the rights and obligation set forth in this Agreement, Consultant shall not, directly or indirectly, including without limitation, as an agent, consultant, employee, independent contractor, manager, partner, principal shareholder or proprietor in any jurisdiction in which Nuvilex has engaged in business activity or plans to be so engaged and which is currently known to Consultant for 2 years from the Effective Date. In the event any such territorial or time limitation is deemed to be unreasonable by a court of competent jurisdiction, Consultant agrees to the reduction of the territorial or time limitation to the area or period which such court deems reasonable.

**12. Inventions and Patents**

Consultant acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports and all similar or related information (whether or not patentable) which relate to Nuvilex or any of its affiliates' actual or anticipated business, research and development or existing or future products or services and which are conceived, developed or made by Consultant while employed by Nuvilex or while performing consulting services to Nuvilex belong to Nuvilex.

**13. Termination for Cause**

Nuvilex shall have the right at any time to terminate this Agreement for "Cause" in any of the following events:

(a) Consultant commits any material breach of any provision of this Agreement and, in the case of a breach capable of remedy, fails to remedy such breach within 30 days after Consultant's receipt of a Notice (defined below) from Nuvilex setting forth the full particulars of the breach and requiring it to be remedied; or

(b) Consultant refuses or neglects to comply with any lawful orders or directions given to her by Nuvilex.

**14. Dispute Resolution**

If a dispute arises relating to this Agreement or the termination thereof, claims for breach of contract or breach of the covenant of good faith and fair dealing, claims of discrimination or any other claims under any federal, state or local law or regulation now in existence or hereinafter enacted, and as amended from time to time ("Dispute"), the parties shall attempt in good faith to settle the Dispute through mediation conducted by a mediator to be mutually selected by the parties. The parties shall share the costs of the mediator equally. Each party shall cooperate fully and fairly with the mediator, and shall attempt to reach a mutually satisfactory compromise of the Dispute. If the Dispute is not resolved within 30 days after it is referred to the mediator, it shall be resolved through final and binding arbitration as specified in this Section 14.

Binding arbitration shall be conducted by the Judicial Arbitration and Mediation Services, Inc. (“JAMS”) sitting in New York, New York, for resolution by a single arbitrator acceptable to both parties. If the parties fail to agree to an arbitrator within 10 days of a written demand for arbitration being sent by one party to the other party, then JAMS shall select the arbitrator according to the JAMS Rules for Commercial Arbitration. The arbitration shall be conducted in accordance with the JAMS Rules for Commercial Arbitration. The award of such arbitrator shall be final and binding on the parties and may be enforced by any court of competent jurisdiction. In the event of arbitration to resolve a Dispute, the prevailing party shall be entitled to recover its attorney’s fees and other out-of-pocket costs incurred in connection therewith from any non-prevailing party involved therein.

**15. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without resort to New York’s conflict-of-laws rules.

**16. Assignment of the Agreement; Delegation of Responsibilities; Successors and Assignees**

Consultant shall not assign any of his rights under this Agreement or delegate any of his responsibilities, without the prior written consent of Company which may be exercised in its sole discretion. This Agreement binds and benefits the heirs, successors and assignees of the parties to this Agreement, subject to the prohibition on assignments contained in this Section 16.

**17. Notices**

All notices, requests and demands to or upon a party to this Agreement (“Notice”), to be effective, shall be in writing and shall be sent: (i) certified or registered mail, return receipt requested; (ii) by personal delivery against receipt; (iii) by overnight courier; or (iv) by email and, unless otherwise expressly provided in this Agreement, and shall be deemed to have been validly served, given, delivered and received: (x) on the date indicated on the receipt, when delivered by personal delivery against receipt or by certified or registered mail; (y) one business day after deposit with an overnight courier; or (z) in the case of email notice when sent. Notices shall be addressed as follows:

Nuvilex, Inc.  
12510 Prosperity Drive  
Suite 310  
Silver Spring, Maryland 20904-1643  
Email: kwaggoner@nuvilex.com  
Attention: Chief Executive Officer

Patricia Gruden  
3782 New Moon Avenue  
The Villages, Florida 32162  
Email: pgruden1009@gmail.com

**18. Waiver**

If one party waives any term or provision of this Agreement at any time, that waiver will be effective only for the specific instance and specific purpose for which the waiver was given. If either party fails to exercise or delays exercising any of its or his rights or remedies under this Agreement, the party retains the right to enforce that term or provision at a later time.

**19. Severability**

If any court determines that any provision of this Agreement is invalid or unenforceable, any invalidity or unenforceability will affect only that provision and will not make any other provision of this Agreement invalid or unenforceable, and such provision shall be modified, amended or limited only to the extent of necessary to render it valid and enforceable.

**20. Counterparts**

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original copy of this Agreement and all of which, when taken together, shall be deemed to be one and the same agreement.

*[The balance of this page has been left blank intentionally.]*

**21. Entire Agreement and Modification**

This Agreement contains the entire agreement and understanding concerning the subject matter hereof by the parties and supersedes and replaces all prior negotiations, proposed agreements and agreements, whether written or oral, between the parties with respect to the subject matter of this Agreement. This Agreement may be amended or modified by a written instrument signed by both of the parties.

**Nuvilex, Inc.**

By: /s/ Kenneth L. Waggoner  
Printed Name: Kenneth L. Waggoner  
Title: Chief Executive Officer

**Consultant**

By: /s/ Patricia Gruden  
Printed Name: Patricia Gruden



**STOCK OPTION AGREEMENT**

This Stock Option Agreement ("Agreement") is made as of the 29th day of September, 2014 ("Effective Date") between Nuvilex, Inc. ("Company") and Patricia Gruden ("Participant").

1 . Award. The Company has granted to the Participant an option ("Option") to purchase up to 10,000,000 shares of the Company's common stock, par value \$0.0001 per share (a "Share" or the "Shares"), subject to the terms and conditions of this Agreement. The purchase price per Share ("Exercise Price") is \$0.19. This grant is in full satisfaction of the Company's obligation to the Participant pursuant to the Consulting Agreement between the Company and the Participant as of September 29, 2014 ("Consulting Agreement").

2 . Incentive Stock Option Status. The Option is not intended to be treated as an "incentive stock option" within the meaning of Section 422 of the Internal Revenue Code of 1986.

3 . Option Term. Unless terminated sooner in accordance with this Agreement, the Option shall expire if and to the extent it is not exercised within five years from the Effective Date.

4 . Vesting of Option. Subject to the provisions hereof, the Option will be fully vested and exercisable from and after the Effective Date.

5 . Forfeiture Events. If a "Forfeiture Event" occurs, then, to the extent not previously exercised, the Agreement shall thereupon terminate and be of no further force or effect. For the purposes of this Agreement, the term "Forfeiture Event" means any of the following events: (i) termination of the Consulting Agreement for Cause; (ii) the Participant's failure to comply with any of the restrictive covenants contained in the Consulting Agreement or in any other agreement between the Participant and the Company; or (iii) the failure by Participant to provide or be available to provide post-termination consulting services as and to the extent such availability and/or services are reasonably required by the Consulting Agreement.

6 . Exercise Procedures. The Participant may exercise the Option (to the extent otherwise exercisable) by transmitting to the Secretary of the Company (or another person designated by the Company for this purpose) a written notice specifying the number of whole Shares to be purchased pursuant to such exercise, together with payment in full of the aggregate Exercise Price payable for such Shares and the amount of applicable withholding taxes and execution and/or delivery of such representations, releases and other documents as the Board of Directors of the Company ("Board") may prescribe. The Exercise Price and the minimum required tax withholding amount shall be payable in cash or by check, provided that, at the Participant's request and subject to the provisions of applicable law, Participant may satisfy such payments (in whole or in part): (i) by the Participant's surrender of previously-owned Shares, or by the Company's withholding Shares that otherwise would be issued if the Exercise Price had been paid in cash, according to the formula below:

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

Where

X = the number of Shares to be issued to the Participant.  
Y = the number of Shares issuable upon exercise of this Option, assuming a cash exercise  
A = Fair Market Value  
B = the Exercise Price

in each case having a "Fair Market Value" (as defined below) on the date the Option is exercised equal to the amount of the Exercise Price and/or tax withholding obligation that is being satisfied with such Shares; (ii) by payment to the Company pursuant to a broker-assisted cashless exercise program arrangement that may be made available by the Company; or (iii) by any combination of the foregoing. For this purpose, "Fair Market Value" means, as of any relevant date, the value of the Company's Shares determined as follows: (a) if the Shares are admitted to trading on a national securities exchange on such date, the closing price per Share on such date on the principal securities exchange on which the Shares are traded or, if no Shares are traded on that date, the closing price per Share on the next preceding date on which Shares are traded; (b) if the Shares are not admitted to trading on a national securities exchange on such date but are traded on the electronic quotation system operated by OTC Markets Group, Inc. ("OTCQB"), the last closing price for a Share as reported by the OTCQB (or similar organization or agency succeeding to its functions of reporting prices) at the close of business on such date, or if there is no closing price on such date, then the closing bid price on such date; or (c) if the Shares are not listed on a national securities exchange or traded on the OTCQB or other service, the fair market value per Share as determined by the Board, acting in its discretion in accordance with the requirements of applicable tax law.

7. Adjustments for Capital Changes. The Exercise Price and the number of Shares purchasable upon the exercise of this Option shall be subject to adjustment from time to time as set forth in this Section 7. The Company shall give Participant notice of any event described below which requires an adjustment pursuant to this Section 7 in accordance with the notice provisions set forth in Section 7(e).

(a) Stock Splits, etc. The number of Shares purchasable upon the exercise of this Option and the Exercise Price shall be subject to adjustment from time to time upon the happening of any of the following: In case the Company shall: (i) pay a dividend in Shares or make a distribution in Shares to holders of its outstanding Shares; (ii) subdivide its outstanding Shares into a greater number of Shares; (iii) combine its outstanding Shares into a smaller number of Shares; or (iv) issue any Shares in a reclassification of the Shares, then the number of Shares purchasable upon exercise of this Option immediately prior thereto shall be adjusted so that the Participant shall be entitled to receive the kind and number of Shares or other securities which it would have owned or have been entitled to receive had such Option been exercised in advance thereof. Upon each such adjustment of the kind and number of Shares or other securities of the Company which are purchasable hereunder, the Participant shall thereafter be entitled to purchase the number of Shares or other securities resulting from such adjustment at an Exercise Price per Share or other security obtained by multiplying the Exercise Price in effect immediately prior to such adjustment by the number of Shares purchasable pursuant hereto immediately prior to such adjustment and dividing by the number of Shares or other securities of the Company that are purchasable pursuant hereto immediately thereafter. An adjustment made pursuant to this paragraph shall become effective immediately after the effective date of such event retroactive to the record date, if any, for such event.

(b) Recapitalization, Reorganization, Reclassification, Consolidation, Merger or Sale. In case the Company shall reorganize its capital, reclassify its capital stock, consolidate or merge with or into another corporation (where the Company is not the surviving corporation or where there is a change in or distribution with respect to the Shares of the Company), or sell, transfer or otherwise dispose of any of its property, assets or business to another corporation and, pursuant to the terms of such reorganization, reclassification, merger, consolidation or disposition of assets, shares of common stock of the successor or acquiring corporation, or any cash, shares of stock or other securities or property of any nature whatsoever (including warrants or other subscription or purchase rights) in addition to or in lieu of common stock of the successor or acquiring corporation ("Other Property"), are to be received by or distributed to the holders of the Company, then the Participant shall have the right thereafter to receive, upon exercise of this Option, the number of shares of common stock of the successor or acquiring corporation or of the Company's Shares, if it is the surviving corporation, and Other Property receivable upon or as a result of such reorganization, reclassification, merger, consolidation or disposition of assets by the Participant of the number of Shares of for which this Option is exercisable immediately prior to such event. In case of any such reorganization, reclassification, merger, consolidation or disposition of assets, the successor or acquiring corporation (if other than the Company) shall expressly assume the due and punctual observance and performance of each and every covenant and condition of this Option to be performed and observed by the Company and all the obligations and liabilities hereunder, subject to such modifications as may be deemed appropriate (as determined in good faith by resolution of the Board of the Company) in order to provide for adjustments of Shares for which this Option is exercisable which shall be as nearly equivalent as practicable to the adjustments provided for in this Section 7 of this Option. For purposes of this Section 7(b), "common stock of the successor or acquiring corporation" shall include stock of such corporation of any class which is not preferred as to dividends or assets over any other class of stock of such corporation and which is not subject to redemption and shall also include any evidences of indebtedness, shares of stock or other securities which are convertible into or exchangeable for any such stock, either immediately or upon the arrival of a specified date or the happening of a specified event and any warrants or other rights to subscribe for or purchase any such stock. The foregoing provisions of this Section 7 shall similarly apply to successive reorganizations, reclassifications, mergers, consolidations or disposition of assets.

(c) Adjustment for Other Dividends and Distributions. If the Company shall, at any time or from time to time, make or issue or set a record date for the determination of holders entitled to receive a dividend or other distribution payable in: (i) cash; (ii) any evidences of indebtedness, or any other securities of the Company or any property of any nature whatsoever, other than, in each case, Shares; or (iii) any warrants or other rights to subscribe for or purchase any evidences of indebtedness, or any other securities of the Company or any property of any nature whatsoever, other than, in each case, Shares, then, and in each event, (A) the number of Shares for which this Option shall be exercisable shall be adjusted to equal the product of the number of Shares for which this Option is exercisable immediately prior to such adjustment multiplied by a fraction (1) the numerator of which shall be the Fair Market Value of the Shares at the date of taking such record and (2) the denominator of which shall be such Fair Market Value of the Shares minus the amount allocable to one Share of any such cash so distributable and of the fair value (as determined in good faith by the Board) of any and all such evidences of indebtedness, Shares, other securities or property or warrants or other subscription or purchase rights so distributable, and (B) the Exercise Price then in effect shall be adjusted to equal (1) the Exercise Price then in effect multiplied by the number of Shares for which this Option is exercisable immediately prior to the adjustment divided by (2) the number of Shares for which this Option is exercisable immediately after such adjustment. A reclassification of the Shares (other than a change in par value, or from par value to no par value or from no par value to par value) into Shares and shares of any other class of stock shall be deemed a distribution by the Company to the holders of such Shares of such other class of shares within the meaning of this Section 7(c) and, if the outstanding Shares shall be changed into a larger or smaller number of Shares as a part of such reclassification, such change shall be deemed a subdivision or combination, as the case may be, of the outstanding Shares within the meaning of Section 7(a).

(d) Form of Option after Adjustments. The form of this Option need not be changed because of any adjustments in the Exercise Price or the number and kind of securities purchasable upon the exercise of this Option.

( e ) Notice of Adjustments. Whenever the number of Shares or number or kind of securities or other property purchasable upon the exercise of this Option or the Exercise Price is adjusted, as herein provided, the Company shall give notice thereof to the Participant, which notice shall state the number of Shares (and other securities or property) purchasable upon the exercise of this Option and the Exercise Price of such Shares (and other securities or property) after such adjustment, setting forth a brief statement of the facts requiring such adjustment and setting forth the computation by which such adjustment was made.

8 . Transfer Restrictions. Except as may otherwise be expressly permitted by the Board, the Option is not assignable or transferable other than to a beneficiary designated to receive the Option upon the Participant's death or by will or the laws of descent and distribution, and the Option shall be exercisable during the lifetime of the Participant only by the Participant (or, in the event of the Participant's incapacity, the Participant's legal representative or guardian). Any attempt by the Participant or any other person claiming against, through or under the Participant to cause the Option or any part of it to be transferred or assigned in any manner and for any purpose not permitted under this Agreement shall be null and void and without effect.

9 . Rights as a Stockholder. No Shares shall be sold, issued or delivered pursuant to the exercise of the Option until full payment for such Shares has been made or provided for (including, for this purpose, satisfaction of all applicable withholding taxes). The Participant shall have no rights as a stockholder with respect to any Shares covered by the Option unless and until the Option is exercised and the Shares purchased pursuant to such exercise are issued in the name of the Participant. Except as otherwise specified, no adjustment shall be made for dividends or distributions of other rights for which the record date is prior to the date such Shares are issued.

10. Tax Withholding. The Company's obligation to issue Shares pursuant to the exercise of the Option shall be subject to and conditioned upon the satisfaction by the Participant of applicable tax withholding obligations in accordance with Section 6 of this Agreement. If and to the extent the applicable withholding obligations is payable in cash, the Participant hereby authorizes the Company to satisfy all or part of such tax withholding obligations by deductions from cash compensation or other payments that would otherwise be owed to the Participant.

11. No Other Rights Conferred. Nothing contained herein shall be deemed to give the Participant a right to be retained in the employ or other service of the Company or any affiliate or to affect the right of the Company and its affiliates to terminate, or modify the terms and conditions of, the Participant's employment or other service.

12 . Successors. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.



1 3 . Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and may not be modified except by written instrument executed by the parties.

1 4 . Governing Law. This Agreement shall be governed by the laws of the State of New York, without regard to its principles of conflict of laws.

1 5 . Counterparts. This Agreement may be executed in separate counterparts, each of which will be an original and all of which taken together shall constitute one and the same agreement.

**[Signature Page Follows]**

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

**Nuvilex, Inc.**

By: /s/ Kenneth L. Waggoner  
Name: Kenneth L. Waggoner  
Title: Chief Executive Officer

**Patricia Gruden**

By: /s/ Patricia Gruden  
Name: Patricia Gruden



**Consulting Agreement**

**1. Parties**

This Consulting Agreement ("Agreement") is between Nuvilex, Inc. ("Nuvilex") and Timothy Matula ("Consultant") dated as of September 29, 2014.

**2. Term of this Agreement**

The term of this Agreement ("Term") shall commence on October 1, 2014 ("Effective Date") and shall expire on September 30, 2016. This Agreement may be terminated by Nuvilex, without cause and at the sole discretion of Nuvilex, by giving Consultant 30 days' notice prior to the effective date of the termination.

**3. Services to be Performed by Consultant**

Consultant shall be available and agrees, at the request of the Chief Executive Officer of Nuvilex, to perform consulting services of the following general description as an independent contractor to the Company during the Term: (i) advance the efforts of Nuvilex to combine cannabinoids from *Cannabis* with the Cell-in-a-Box® live cell encapsulation technology to develop treatments for cancer and other diseases and related symptoms; (ii) assist in attempting to raise capital to fund this burgeoning area of this disease treatment development; (iii) closely monitor recent developments in the medical marijuana field, bringing those of direct interest to and impact on Nuvilex to the attention of Nuvilex; (iv) assist in fundraising for Nuvilex when requested to do so by the Chief Executive Officer of Nuvilex; and (vii) such other duties as the Chief Executive Officer of Nuvilex shall assign to Consultant from time to time (collectively, "Services").

**4. Compensation**

Nuvilex will grant Consultant an option to purchase up to 5,000,000 shares of the Company's common stock, par value \$0.0001 per share ("Share"), subject to the terms and conditions of a Stock Option Agreement. The purchase price per Share is \$0.19.

**5. State and Federal Taxes**

Consultant shall assume full responsibility for the payment of any taxes (or any other obligations or payments) that may be claimed as owed by any unit of government as a result of remuneration paid to Consultant for the performance of the Services.

**6. Independent Contractor Status**

The parties intend Consultant to act as an independent contractor in performing the Services as, when, and if requested to do so by the Chief Executive Officer of Nuvilex. Consultant shall use her own expertise and judgment in performing the Services, recognizing that Nuvilex is relying on Consultant to consult, when appropriate, with employees and representatives of Nuvilex when appropriate to do so.

**7. Expenses**

Consultant is responsible for all expenses required for the performance of the Services, unless Consultant receives written consent from the Chief Executive Officer of Nuvilex to be reimbursed for such expenses. Such consent may be in the form of an email from the Chief Executive Officer of Nuvilex.

**8. Confidential Information**

In order to assist Consultant in performing the Services, Nuvilex may supply Consultant, from time to time, with confidential information concerning Nuvilex. Consultant shall hold such information confidential and not disclose to others, either directly or indirectly, any and all such confidential information, propriety information, technical data, trade secrets or know-how, including, but not limited to, research, product plans, products, services, customers, customer lists, markets, software, developments, inventions, processes, formulas, technology, designs, financial data and other business information, which may be learned by Nuvilex or any of its subsidiaries and affiliated companies (collectively, "Nuvilex Group") before and during the Term (collectively, "Confidential Information"), unless such information has been furnished directly to Consultant by the Nuvilex Group and Consultant is advised in writing by Nuvilex that such information is not Confidential Information. Consultant acknowledges that the terms and conditions of this Agreement are deemed confidential by Nuvilex and agrees not to disclose any information regarding it to any third party, without the prior written consent of Nuvilex. All documents containing Confidential Information shall be returned to Nuvilex, and no copies shall be retained by Consultant upon the termination of this Agreement or expiration of the Term.

Notwithstanding the foregoing, such duty of confidentiality does not extend to information: (i) which is or comes into the public domain; (ii) is rightfully obtained from third parties under a duty of confidentiality; or (iii) which is independently developed without reference to the Confidential Information. The duties of confidentiality imposed by this Agreement shall survive any termination of this Agreement or expiration of the Term for a period of 3 years. All data and information developed by Consultant (including notes, summaries, and reports) while performing the Services shall be kept strictly confidential and shall not be revealed to third parties without the prior written consent of Nuvilex. All such data and information shall be owned by Nuvilex and shall be delivered to Nuvilex by Consultant at the request of Nuvilex.

**9. Insider Trading Policy**

Consultant shall sign and adhere strictly to the Insider Trading Policy of Nuvilex, a copy of which is being provided to Consultant concurrently with this Agreement being provided to Consultant to sign and return to Nuvilex.

**10. Other Clients of Consultant**

Nuvilex understands that, in addition to providing the Services to Nuvilex, Consultant may be retained, directly or indirectly, by other individuals or entities to provide services separate and apart from the Services being provided to Nuvilex. Consultant shall be responsible for following appropriate procedures to avoid any breach of the provisions of Section 8 of this Agreement or any conflicts of interest on the part of Consultant which relate to the performance of the Services Consultant is providing to Nuvilex. Any individual or entity seeking to retain Consultant to provide consulting services must be screened in advance for a conflict of interest with Nuvilex. If a conflict of interest exists or appears to exist, Consultant shall not perform any services for such third party, unless and until the conflict is resolved to the satisfaction of Nuvilex. Consultant shall not discuss with his other clients the Services being performed pursuant to this Agreement; likewise, Consultant shall not discuss with personnel of Nuvilex issues pertaining to Consultant's work for his other clients.

**11. Non-Competition**

Consultant acknowledges that, during the period of his employment with Nuvilex, he has come into contact with and has been privy to confidential, proprietary and trade secret information of Nuvilex. As a result, and subject only to the rights and obligation set forth in this Agreement, Consultant shall not, directly or indirectly, including without limitation, as an agent, consultant, employee, independent contractor, manager, partner, principal shareholder or proprietor in any jurisdiction in which Nuvilex has engaged in business activity or plans to be so engaged and which is currently known to Consultant for 2 years from the Effective Date. In the event any such territorial or time limitation is deemed to be unreasonable by a court of competent jurisdiction, Consultant agrees to the reduction of the territorial or time limitation to the area or period which such court deems reasonable.

**12. Inventions and Patents**

Consultant acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports and all similar or related information (whether or not patentable) which relate to Nuvilex or any of its affiliates' actual or anticipated business, research and development or existing or future products or services and which are conceived, developed or made by Consultant while employed by Nuvilex or while performing consulting services to Nuvilex belong to Nuvilex.

**13. Termination for Cause**

Nuvilex shall have the right at any time to terminate this Agreement for "Cause" in any of the following events:

- (a) Consultant commits any material breach of any provision of this Agreement and, in the case of a breach capable of remedy, fails to remedy such breach within 30 days after Consultant's receipt of a Notice (defined below) from Nuvilex setting forth the full particulars of the breach and requiring it to be remedied; or
- (b) Consultant refuses or neglects to comply with any lawful orders or directions given to him by Nuvilex.

**14. Dispute Resolution**

If a dispute arises relating to this Agreement or the termination thereof, claims for breach of contract or breach of the covenant of good faith and fair dealing, claims of discrimination or any other claims under any federal, state or local law or regulation now in existence or hereinafter enacted, and as amended from time to time ("Dispute"), the parties shall attempt in good faith to settle the Dispute through mediation conducted by a mediator to be mutually selected by the parties. The parties shall share the costs of the mediator equally. Each party shall cooperate fully and fairly with the mediator, and shall attempt to reach a mutually satisfactory compromise of the Dispute. If the Dispute is not resolved within 30 days after it is referred to the mediator, it shall be resolved through final and binding arbitration as specified in this Section 14.

Binding arbitration shall be conducted by the Judicial Arbitration and Mediation Services, Inc. (“JAMS”) sitting in New York, New York, for resolution by a single arbitrator acceptable to both parties. If the parties fail to agree to an arbitrator within 10 days of a written demand for arbitration being sent by one party to the other party, then JAMS shall select the arbitrator according to the JAMS Rules for Commercial Arbitration. The arbitration shall be conducted in accordance with the JAMS Rules for Commercial Arbitration. The award of such arbitrator shall be final and binding on the parties and may be enforced by any court of competent jurisdiction. In the event of arbitration to resolve a Dispute, the prevailing party shall be entitled to recover its attorney’s fees and other out-of-pocket costs incurred in connection therewith from any non-prevailing party involved therein.

**15. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without resort to New York’s conflict-of-laws rules.

**16. Assignment of the Agreement; Delegation of Responsibilities; Successors and Assignees**

Consultant shall not assign any of his rights under this Agreement or delegate any of his responsibilities, without the prior written consent of Company which may be exercised in its sole discretion. This Agreement binds and benefits the heirs, successors and assignees of the parties to this Agreement, subject to the prohibition on assignments contained in this Section 16.

**17. Notices**

All notices, requests and demands to or upon a party to this Agreement (“Notice”), to be effective, shall be in writing and shall be sent: (i) certified or registered mail, return receipt requested; (ii) by personal delivery against receipt; (iii) by overnight courier; or (iv) by email and, unless otherwise expressly provided in this Agreement, and shall be deemed to have been validly served, given, delivered and received: (x) on the date indicated on the receipt, when delivered by personal delivery against receipt or by certified or registered mail; (y) one business day after deposit with an overnight courier; or (z) in the case of email notice when sent. Notices shall be addressed as follows:

Nuvilex, Inc.  
12510 Prosperity Drive  
Suite 310  
Silver Spring, Maryland 20904-1643  
Email: kwaggoner@nuvilex.com  
Attention: Chief Executive Officer

Timothy Matula  
3629 211<sup>th</sup> Place, N.E.  
Sammamish, Washington 98074  
timmatula@comcast.net

**18. Waiver**

If one party waives any term or provision of this Agreement at any time, that waiver will be effective only for the specific instance and specific purpose for which the waiver was given. If either party fails to exercise or delays exercising any of its or his rights or remedies under this Agreement, the party retains the right to enforce that term or provision at a later time.

**19. Severability**

If any court determines that any provision of this Agreement is invalid or unenforceable, any invalidity or unenforceability will affect only that provision and will not make any other provision of this Agreement invalid or unenforceable, and such provision shall be modified, amended or limited only to the extent of necessary to render it valid and enforceable.

**20. Counterparts**

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original copy of this Agreement and all of which, when taken together, shall be deemed to be one and the same agreement.

**21. Entire Agreement and Modification**

This Agreement contains the entire agreement and understanding concerning the subject matter hereof by the parties and supersedes and replaces all prior negotiations, proposed agreements and agreements, whether written or oral, between the parties with respect to the subject matter of this Agreement. This Agreement may be amended or modified by a written instrument signed by both of the parties.

**Nuvilex, Inc.**

By: /s/ Kenneth L. Waggoner  
Printed Name: Kenneth L. Waggoner  
Title: Chief Executive Officer

**Consultant**

By: /s/ Timothy Matula  
Printed Name: Timothy Matula



**STOCK OPTION AGREEMENT**

This Stock Option Agreement ("Agreement") is made as of the 29th day of September, 2014 ("Effective Date") between Nuvilex, Inc. ("Company") and Timothy Matula ("Participant").

1. Award. The Company has granted to the Participant an option ("Option") to purchase up to 10,000,000 shares of the Company's common stock, par value \$0.0001 per share (a "Share" or the "Shares"), subject to the terms and conditions of this Agreement. The purchase price per Share is \$0.19. This grant is in full satisfaction of the Company's obligation to the Participant pursuant to the Consulting Agreement between the Company and the Participant dated as of September 29, 2014 ("Agreement").

2. Incentive Stock Option Status. The Option is not intended to be treated as an "incentive stock option" within the meaning of Section 422 of the Internal Revenue Code of 1986.

3. Option Term. Unless terminated sooner in accordance with this Agreement, the Option shall expire if and to the extent it is not exercised within five years from the Effective Date.

4. Vesting of Option. Subject to the provisions hereof, the Option will be fully vested and exercisable from and after the Effective Date.

5. Forfeiture Events. If a "Forfeiture Event" occurs, then, to the extent not previously exercised, the Agreement shall thereupon terminate and be of no further force or effect. For the purposes of this Agreement, the term "Forfeiture Event" means any of the following events: (i) termination of the Consulting Agreement for Cause; (ii) the Participant's failure to comply with any of the restrictive covenants contained in the Consulting Agreement or in any other agreement between the Participant and the Company; or (iii) the failure by Participant to provide or be available to provide post-termination consulting services as and to the extent such availability and/or services are reasonably required by the Consulting Agreement.

6. Exercise Procedures. The Participant may exercise the Option (to the extent otherwise exercisable) by transmitting to the Secretary of the Company (or another person designated by the Company for this purpose) a written notice specifying the number of whole Shares to be purchased pursuant to such exercise, together with payment in full of the aggregate Exercise Price payable for such Shares and the amount of applicable withholding taxes and execution and/or delivery of such representations, releases and other documents as the Board of Directors of the Company ("Board") may prescribe. The Exercise Price and the minimum required tax withholding amount shall be payable in cash or by check, provided that, at the Participant's request and subject to the provisions of applicable law, Participant may satisfy such payments (in whole or in part): (i) by the Participant's surrender of previously-owned Shares, or by the Company's withholding Shares that otherwise would be issued if the Exercise Price had been paid in cash, according to the formula below:



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

Where

X = the number of Shares to be issued to the Participant.  
Y = the number of Shares issuable upon exercise of this Option, assuming a cash exercise  
A = Fair Market Value  
B = the Exercise Price

in each case having a "Fair Market Value" (as defined below) on the date the Option is exercised equal to the amount of the Exercise Price and/or tax withholding obligation that is being satisfied with such Shares; (ii) by payment to the Company pursuant to a broker-assisted cashless exercise program arrangement that may be made available by the Company; or (iii) by any combination of the foregoing. For this purpose, "Fair Market Value" means, as of any relevant date, the value of the Company's Shares determined as follows: (a) if the Shares are admitted to trading on a national securities exchange on such date, the closing price per Share on such date on the principal securities exchange on which the Shares are traded or, if no Shares are traded on that date, the closing price per Share on the next preceding date on which Shares are traded; (b) if the Shares are not admitted to trading on a national securities exchange on such date but are traded on the electronic quotation system operated by OTC Markets Group, Inc. ("OTCQB"), the last closing price for a Share as reported by the OTCQB (or similar organization or agency succeeding to its functions of reporting prices) at the close of business on such date, or if there is no closing price on such date, then the closing bid price on such date; or (c) if the Shares are not listed on a national securities exchange or traded on the OTCQB or other service, the fair market value per Share as determined by the Board, acting in its discretion in accordance with the requirements of applicable tax law.

7. Adjustments for Capital Changes. The Exercise Price and the number of Shares purchasable upon the exercise of this Option shall be subject to adjustment from time to time as set forth in this Section 7. The Company shall give Participant notice of any event described below which requires an adjustment pursuant to this Section 7 in accordance with the notice provisions set forth in Section 7(e).

(a) Stock Splits, etc. The number of Shares purchasable upon the exercise of this Option and the Exercise Price shall be subject to adjustment from time to time upon the happening of any of the following: In case the Company shall: (i) pay a dividend in Shares or make a distribution in Shares to holders of its outstanding Shares; (ii) subdivide its outstanding Shares into a greater number of Shares; (iii) combine its outstanding Shares into a smaller number of Shares; or (iv) issue any Shares in a reclassification of the Shares, then the number of Shares purchasable upon exercise of this Option immediately prior thereto shall be adjusted so that the Participant shall be entitled to receive the kind and number of Shares or other securities which it would have owned or have been entitled to receive had such Option been exercised in advance thereof. Upon each such adjustment of the kind and number of Shares or other securities of the Company which are purchasable hereunder, the Participant shall thereafter be entitled to purchase the number of Shares or other securities resulting from such adjustment at an Exercise Price per Share or other security obtained by multiplying the Exercise Price in effect immediately prior to such adjustment by the number of Shares purchasable pursuant hereto immediately prior to such adjustment and dividing by the number of Shares or other securities of the Company that are purchasable pursuant hereto immediately thereafter. An adjustment made pursuant to this paragraph shall become effective immediately after the effective date of such event retroactive to the record date, if any, for such event.

(b) Recapitalization, Reorganization, Reclassification, Consolidation, Merger or Sale. In case the Company shall reorganize its capital, reclassify its capital stock, consolidate or merge with or into another corporation (where the Company is not the surviving corporation or where there is a change in or distribution with respect to the Shares of the Company), or sell, transfer or otherwise dispose of any of its property, assets or business to another corporation and, pursuant to the terms of such reorganization, reclassification, merger, consolidation or disposition of assets, shares of common stock of the successor or acquiring corporation, or any cash, shares of stock or other securities or property of any nature whatsoever (including warrants or other subscription or purchase rights) in addition to or in lieu of common stock of the successor or acquiring corporation ("Other Property"), are to be received by or distributed to the holders of the Company, then the Participant shall have the right thereafter to receive, upon exercise of this Option, the number of shares of common stock of the successor or acquiring corporation or of the Company's Shares, if it is the surviving corporation, and Other Property receivable upon or as a result of such reorganization, reclassification, merger, consolidation or disposition of assets by the Participant of the number of Shares of for which this Option is exercisable immediately prior to such event. In case of any such reorganization, reclassification, merger, consolidation or disposition of assets, the successor or acquiring corporation (if other than the Company) shall expressly assume the due and punctual observance and performance of each and every covenant and condition of this Option to be performed and observed by the Company and all the obligations and liabilities hereunder, subject to such modifications as may be deemed appropriate (as determined in good faith by resolution of the Board of the Company) in order to provide for adjustments of Shares for which this Option is exercisable which shall be as nearly equivalent as practicable to the adjustments provided for in this Section 7 of this Option. For purposes of this Section 7(b), "common stock of the successor or acquiring corporation" shall include stock of such corporation of any class which is not preferred as to dividends or assets over any other class of stock of such corporation and which is not subject to redemption and shall also include any evidences of indebtedness, shares of stock or other securities which are convertible into or exchangeable for any such stock, either immediately or upon the arrival of a specified date or the happening of a specified event and any warrants or other rights to subscribe for or purchase any such stock. The foregoing provisions of this Section 7 shall similarly apply to successive reorganizations, reclassifications, mergers, consolidations or disposition of assets.

(c) Adjustment for Other Dividends and Distributions. If the Company shall, at any time or from time to time, make or issue or set a record date for the determination of holders entitled to receive a dividend or other distribution payable in: (i) cash; (ii) any evidences of indebtedness, or any other securities of the Company or any property of any nature whatsoever, other than, in each case, Shares; or (iii) any warrants or other rights to subscribe for or purchase any evidences of indebtedness, or any other securities of the Company or any property of any nature whatsoever, other than, in each case, Shares, then, and in each event, (A) the number of Shares for which this Option shall be exercisable shall be adjusted to equal the product of the number of Shares for which this Option is exercisable immediately prior to such adjustment multiplied by a fraction (1) the numerator of which shall be the Fair Market Value of the Shares at the date of taking such record and (2) the denominator of which shall be such Fair Market Value of the Shares minus the amount allocable to one Share of any such cash so distributable and of the fair value (as determined in good faith by the Board) of any and all such evidences of indebtedness, Shares, other securities or property or warrants or other subscription or purchase rights so distributable, and (B) the Exercise Price then in effect shall be adjusted to equal (1) the Exercise Price then in effect multiplied by the number of Shares for which this Option is exercisable immediately prior to the adjustment divided by (2) the number of Shares for which this Option is exercisable immediately after such adjustment. A reclassification of the Shares (other than a change in par value, or from par value to no par value or from no par value to par value) into Shares and shares of any other class of stock shall be deemed a distribution by the Company to the holders of such Shares of such other class of shares within the meaning of this Section 7(c) and, if the outstanding Shares shall be changed into a larger or smaller number of Shares as a part of such reclassification, such change shall be deemed a subdivision or combination, as the case may be, of the outstanding Shares within the meaning of Section 7(a).

(d) Form of Option after Adjustments. The form of this Option need not be changed because of any adjustments in the Exercise Price or the number and kind of securities purchasable upon the exercise of this Option.

(e) Notice of Adjustments. Whenever the number of Shares or number or kind of securities or other property purchasable upon the exercise of this Option or the Exercise Price is adjusted, as herein provided, the Company shall give notice thereof to the Participant, which notice shall state the number of Shares (and other securities or property) purchasable upon the exercise of this Option and the Exercise Price of such Shares (and other securities or property) after such adjustment, setting forth a brief statement of the facts requiring such adjustment and setting forth the computation by which such adjustment was made.

8. Transfer Restrictions. Except as may otherwise be expressly permitted by the Board, the Option is not assignable or transferable other than to a beneficiary designated to receive the Option upon the Participant's death or by will or the laws of descent and distribution, and the Option shall be exercisable during the lifetime of the Participant only by the Participant (or, in the event of the Participant's incapacity, the Participant's legal representative or guardian). Any attempt by the Participant or any other person claiming against, through or under the Participant to cause the Option or any part of it to be transferred or assigned in any manner and for any purpose not permitted under this Agreement shall be null and void and without effect.

9. Rights as a Stockholder. No Shares shall be sold, issued or delivered pursuant to the exercise of the Option until full payment for such Shares has been made or provided for (including, for this purpose, satisfaction of all applicable withholding taxes). The Participant shall have no rights as a stockholder with respect to any Shares covered by the Option unless and until the Option is exercised and the Shares purchased pursuant to such exercise are issued in the name of the Participant. Except as otherwise specified, no adjustment shall be made for dividends or distributions of other rights for which the record date is prior to the date such Shares are issued.

10. Tax Withholding. The Company's obligation to issue Shares pursuant to the exercise of the Option shall be subject to and conditioned upon the satisfaction by the Participant of applicable tax withholding obligations in accordance with Section 6 of this Agreement. If and to the extent the applicable withholding obligations is payable in cash, the Participant hereby authorizes the Company to satisfy all or part of such tax withholding obligations by deductions from cash compensation or other payments that would otherwise be owed to the Participant.

11. No Other Rights Conferred. Nothing contained herein shall be deemed to give the Participant a right to be retained in the employ or other service of the Company or any affiliate or to affect the right of the Company and its affiliates to terminate, or modify the terms and conditions of, the Participant's employment or other service.

12. Successors. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

1 3 . Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and may not be modified except by written instrument executed by the parties.

1 4 . Governing Law. This Agreement shall be governed by the laws of the State of New York, without regard to its principles of conflict of laws.

1 5 . Counterparts. This Agreement may be executed in separate counterparts, each of which will be an original and all of which taken together shall constitute one and the same agreement.

**[Signature Page Follows]**

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

**Nuvilex, Inc.**

By: /s/ Kenneth L. Waggoner  
Name: Kenneth L. Waggoner  
Title: Chief Executive Officer

**Timothy Matula**

By: /s/ Timothy Matula  
Name: Timothy Matula



**Consulting Agreement**

**1. Parties**

This Consulting Agreement ("Agreement") is between Nuvilex, Inc. ("Nuvilex") and Richard M. Goldfarb ("Consultant") dated as of September 29, 2014.

**2. Term of this Agreement**

The term of this Agreement ("Term") shall commence on October 1, 2014 ("Effective Date") and shall expire on September 30, 2015. This Agreement may be terminated by Nuvilex, without cause and at the sole discretion of Nuvilex, by giving Consultant 30 days' notice prior to the effective date of the termination.

**3. Services to be Performed by Consultant**

Consultant shall be available and agrees, at the request of the Chief Executive Officer of Nuvilex, to perform consulting services of the following general description as an independent contractor to the Company during the Term: (i) assisting in the development of materials and slide presentations for meetings with investors and/or investment bankers; (ii) attending meetings with investors and/or investment bankers; (iii) reviewing and contributing to items to be included in the Nuvilex website; (iv) contributing to the overall development of Nuvilex's efforts in the cancer and diabetes areas; (v) attending scientific meetings that concern Nuvilex's development efforts; (vi) participating in and contributing to all of the meetings of the Board of Directors of Nuvilex; and (vii) such other duties as the Chief Executive Officer of Nuvilex shall assign to Consultant from time to time (collectively, "Services").

**4. Compensation**

Nuvilex will grant Consultant an option to purchase up to 5,000,000 shares of the Company's common stock, par value \$0.0001 per share ("Share"), subject to the terms and conditions of a Stock Option Agreement. The purchase price per Share is \$0.19.

**5. State and Federal Taxes**

Consultant shall assume full responsibility for the payment of any taxes (or any other obligations or payments) that may be claimed as owed by any unit of government as a result of remuneration paid to Consultant for the performance of the Services.

**6. Independent Contractor Status**

The parties intend Consultant to act as an independent contractor in performing the Services as, when, and if requested to do so by the Chief Executive Officer of Nuvilex. Consultant shall use her own expertise and judgment in performing the Services, recognizing that Nuvilex is relying on Consultant to consult, when appropriate, with employees and representatives of Nuvilex when appropriate to do so.

**7. Expenses**

Consultant is responsible for all expenses required for the performance of the Services, unless Consultant receives written consent from the Chief Executive Officer of Nuvilex to be reimbursed for such expenses. Such consent may be in the form of an email from the Chief Executive Officer of Nuvilex.

**8. Confidential Information**

In order to assist Consultant in performing the Services, Nuvilex may supply Consultant, from time to time, with confidential information concerning Nuvilex. Consultant shall hold such information confidential and not disclose to others, either directly or indirectly, any and all such confidential information, propriety information, technical data, trade secrets or know-how, including, but not limited to, research, product plans, products, services, customers, customer lists, markets, software, developments, inventions, processes, formulas, technology, designs, financial data and other business information, which may be learned by Nuvilex or any of its subsidiaries and affiliated companies (collectively, "Nuvilex Group") before and during the Term (collectively, "Confidential Information"), unless such information has been furnished directly to Consultant by the Nuvilex Group and Consultant is advised in writing by Nuvilex that such information is not Confidential Information. Consultant acknowledges that the terms and conditions of this Agreement are deemed confidential by Nuvilex and agrees not to disclose any information regarding it to any third party, without the prior written consent of Nuvilex. All documents containing Confidential Information shall be returned to Nuvilex, and no copies shall be retained by Consultant upon the termination of this Agreement or expiration of the Term.

Notwithstanding the foregoing, such duty of confidentiality does not extend to information: (i) which is or comes into the public domain; (ii) is rightfully obtained from third parties under a duty of confidentiality; or (iii) which is independently developed without reference to the Confidential Information. The duties of confidentiality imposed by this Agreement shall survive any termination of this Agreement or expiration of the Term for a period of 3 years. All data and information developed by Consultant (including notes, summaries, and reports) while performing the Services shall be kept strictly confidential and shall not be revealed to third parties without the prior written consent of Nuvilex. All such data and information shall be owned by Nuvilex and shall be delivered to Nuvilex by Consultant at the request of Nuvilex.

**9. Insider Trading Policy**

Consultant shall sign and adhere strictly to the Insider Trading Policy of Nuvilex, a copy of which is being provided to Consultant concurrently with this Agreement being provided to Consultant to sign and return to Nuvilex.

**10. Other Clients of Consultant**

Nuvilex understands that, in addition to providing the Services to Nuvilex, Consultant may be retained, directly or indirectly, by other individuals or entities to provide services separate and apart from the Services being provided to Nuvilex. Consultant shall be responsible for following appropriate procedures to avoid any breach of the provisions of Section 8 of this Agreement or any conflicts of interest on the part of Consultant which relate to the performance of the Services Consultant is providing to Nuvilex. Any individual or entity seeking to retain Consultant to provide consulting services must be screened in advance for a conflict of interest with Nuvilex. If a conflict of interest exists or appears to exist, Consultant shall not perform any services for such third party, unless and until the conflict is resolved to the satisfaction of Nuvilex. Consultant shall not discuss with his other clients the Services being performed pursuant to this Agreement; likewise, Consultant shall not discuss with personnel of Nuvilex issues pertaining to Consultant's work for his other clients.

**11. Non-Competition**

Consultant acknowledges that, during the period of his employment with Nuvilex, he has come into contact with and has been privy to confidential, proprietary and trade secret information of Nuvilex. As a result, and subject only to the rights and obligation set forth in this Agreement, Consultant shall not, directly or indirectly, including without limitation, as an agent, consultant, employee, independent contractor, manager, partner, principal shareholder or proprietor in any jurisdiction in which Nuvilex has engaged in business activity or plans to be so engaged and which is currently known to Consultant for 2 years from the Effective Date. In the event any such territorial or time limitation is deemed to be unreasonable by a court of competent jurisdiction, Consultant agrees to the reduction of the territorial or time limitation to the area or period which such court deems reasonable.

**12. Inventions and Patents**

Consultant acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports and all similar or related information (whether or not patentable) which relate to Nuvilex or any of its affiliates' actual or anticipated business, research and development or existing or future products or services and which are conceived, developed or made by Consultant while employed by Nuvilex or while performing consulting services to Nuvilex belong to Nuvilex.

**13. Termination for Cause**

Nuvilex shall have the right at any time to terminate this Agreement for "Cause" in any of the following events:

- (a) Consultant commits any material breach of any provision of this Agreement and, in the case of a breach capable of remedy, fails to remedy such breach within 30 days after Consultant's receipt of a Notice (defined below) from Nuvilex setting forth the full particulars of the breach and requiring it to be remedied; or
- (b) Consultant refuses or neglects to comply with any lawful orders or directions given to him by Nuvilex.

**14. Dispute Resolution**

If a dispute arises relating to this Agreement or the termination thereof, claims for breach of contract or breach of the covenant of good faith and fair dealing, claims of discrimination or any other claims under any federal, state or local law or regulation now in existence or hereinafter enacted, and as amended from time to time ("Dispute"), the parties shall attempt in good faith to settle the Dispute through mediation conducted by a mediator to be mutually selected by the parties. The parties shall share the costs of the mediator equally. Each party shall cooperate fully and fairly with the mediator, and shall attempt to reach a mutually satisfactory compromise of the Dispute. If the Dispute is not resolved within 30 days after it is referred to the mediator, it shall be resolved through final and binding arbitration as specified in this Section 14.



Binding arbitration shall be conducted by the Judicial Arbitration and Mediation Services, Inc. (“JAMS”) sitting in New York, New York, for resolution by a single arbitrator acceptable to both parties. If the parties fail to agree to an arbitrator within 10 days of a written demand for arbitration being sent by one party to the other party, then JAMS shall select the arbitrator according to the JAMS Rules for Commercial Arbitration. The arbitration shall be conducted in accordance with the JAMS Rules for Commercial Arbitration. The award of such arbitrator shall be final and binding on the parties and may be enforced by any court of competent jurisdiction. In the event of arbitration to resolve a Dispute, the prevailing party shall be entitled to recover its attorney’s fees and other out-of-pocket costs incurred in connection therewith from any non-prevailing party involved therein.

**15. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without resort to New York’s conflict-of-laws rules.

**16. Assignment of the Agreement; Delegation of Responsibilities; Successors and Assignees**

Consultant shall not assign any of his rights under this Agreement or delegate any of his responsibilities, without the prior written consent of Company which may be exercised in its sole discretion. This Agreement binds and benefits the heirs, successors and assignees of the parties to this Agreement, subject to the prohibition on assignments contained in this Section 16.

**17. Notices**

All notices, requests and demands to or upon a party to this Agreement (“Notice”), to be effective, shall be in writing and shall be sent: (i) certified or registered mail, return receipt requested; (ii) by personal delivery against receipt; (iii) by overnight courier; or (iv) by email and, unless otherwise expressly provided in this Agreement, and shall be deemed to have been validly served, given, delivered and received: (x) on the date indicated on the receipt, when delivered by personal delivery against receipt or by certified or registered mail; (y) one business day after deposit with an overnight courier; or (z) in the case of email notice when sent. Notices shall be addressed as follows:

Nuvilex, Inc.  
12510 Prosperity Drive  
Suite 310  
Silver Spring, Maryland 20904-1643  
Email: kwaggoner@nuvilex.com  
Attention: Chief Executive Officer

Richard M. Goldfarb  
9 Bayshore Drive  
Newtown, Pennsylvania 18940  
Email: Docgstable@aol.com

**18. Waiver**

If one party waives any term or provision of this Agreement at any time, that waiver will be effective only for the specific instance and specific purpose for which the waiver was given. If either party fails to exercise or delays exercising any of its or his rights or remedies under this Agreement, the party retains the right to enforce that term or provision at a later time.

**19. Severability**

If any court determines that any provision of this Agreement is invalid or unenforceable, any invalidity or unenforceability will affect only that provision and will not make any other provision of this Agreement invalid or unenforceable, and such provision shall be modified, amended or limited only to the extent of necessary to render it valid and enforceable.

**20. Counterparts**

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original copy of this Agreement and all of which, when taken together, shall be deemed to be one and the same agreement.

**21. Entire Agreement and Modification**

This Agreement contains the entire agreement and understanding concerning the subject matter hereof by the parties and supersedes and replaces all prior negotiations, proposed agreements and agreements, whether written or oral, between the parties with respect to the subject matter of this Agreement. This Agreement may be amended or modified by a written instrument signed by both of the parties.

**Nuvilex, Inc.**

By: /s/ Kenneth L. Waggoner  
Printed Name: Kenneth L. Waggoner  
Title: Chief Executive Officer

**Consultant**

By: /s/ Richard M. Goldfarb  
Printed Name: Richard M. Goldfarb



**STOCK OPTION AGREEMENT**

This Stock Option Agreement ("Agreement") is made as of the 29th day of September, 2014 ("Effective Date") between Nuvilex, Inc. ("Company") and Richard M. Goldfarb ("Participant").

1 . Award. The Company has granted to the Participant an option ("Option") to purchase up to 5,000,000 shares of the Company's common stock, par value \$0.0001 per share (a "Share" or the "Shares"), subject to the terms and conditions of this Agreement. The purchase price per Share is \$0.19. This grant is in full satisfaction of the Company's obligation to the Participant pursuant to the Consulting Agreement between the Company and the Participant dated as of September 29, 2014 ("Agreement").

2 . Incentive Stock Option Status. The Option is not intended to be treated as an "incentive stock option" within the meaning of Section 422 of the Internal Revenue Code of 1986.

3 . Option Term. Unless terminated sooner in accordance with this Agreement, the Option shall expire if and to the extent it is not exercised within five years from the Effective Date.

4. Vesting of Option. Subject to the provisions hereof, the Option will be fully vested and exercisable from and after the Effective Date.

5 . Forfeiture Events. If a "Forfeiture Event" occurs, then, to the extent not previously exercised, the Agreement shall thereupon terminate and be of no further force or effect. For the purposes of this Agreement, the term "Forfeiture Event" means any of the following events: (i) termination of the Consulting Agreement for Cause; (ii) the Participant's failure to comply with any of the restrictive covenants contained in the Consulting Agreement or in any other agreement between the Participant and the Company; or (iii) the failure by Participant to provide or be available to provide post-termination consulting services as and to the extent such availability and/or services are reasonably required by the Consulting Agreement.

6. Exercise Procedures. The Participant may exercise the Option (to the extent otherwise exercisable) by transmitting to the Secretary of the Company (or another person designated by the Company for this purpose) a written notice specifying the number of whole Shares to be purchased pursuant to such exercise, together with payment in full of the aggregate Exercise Price payable for such Shares and the amount of applicable withholding taxes and execution and/or delivery of such representations, releases and other documents as the Board of Directors of the Company ("Board") may prescribe. The Exercise Price and the minimum required tax withholding amount shall be payable in cash or by check, provided that, at the Participant's request and subject to the provisions of applicable law, Participant may satisfy such payments (in whole or in part): (i) by the Participant's surrender of previously-owned Shares, or by the Company's withholding Shares that otherwise would be issued if the Exercise Price had been paid in cash, according to the formula below:

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

Where

X = the number of Shares to be issued to the Participant.  
Y = the number of Shares issuable upon exercise of this Option, assuming a cash exercise  
A = Fair Market Value  
B = the Exercise Price

in each case having a “Fair Market Value” (as defined below) on the date the Option is exercised equal to the amount of the Exercise Price and/or tax withholding obligation that is being satisfied with such Shares; (ii) by payment to the Company pursuant to a broker-assisted cashless exercise program arrangement that may be made available by the Company; or (iii) by any combination of the foregoing. For this purpose, “Fair Market Value” means, as of any relevant date, the value of the Company’s Shares determined as follows: (a) if the Shares are admitted to trading on a national securities exchange on such date, the closing price per Share on such date on the principal securities exchange on which the Shares are traded or, if no Shares are traded on that date, the closing price per Share on the next preceding date on which Shares are traded; (b) if the Shares are not admitted to trading on a national securities exchange on such date but are traded on the electronic quotation system operated by OTC Markets Group, Inc. (“OTCQB”), the last closing price for a Share as reported by the OTCQB (or similar organization or agency succeeding to its functions of reporting prices) at the close of business on such date, or if there is no closing price on such date, then the closing bid price on such date; or (c) if the Shares are not listed on a national securities exchange or traded on the OTCQB or other service, the fair market value per Share as determined by the Board, acting in its discretion in accordance with the requirements of applicable tax law.

7. Adjustments for Capital Changes. The Exercise Price and the number of Shares purchasable upon the exercise of this Option shall be subject to adjustment from time to time as set forth in this Section 7. The Company shall give Participant notice of any event described below which requires an adjustment pursuant to this Section 7 in accordance with the notice provisions set forth in Section 7(e).

(a) Stock Splits, etc. The number of Shares purchasable upon the exercise of this Option and the Exercise Price shall be subject to adjustment from time to time upon the happening of any of the following: In case the Company shall: (i) pay a dividend in Shares or make a distribution in Shares to holders of its outstanding Shares; (ii) subdivide its outstanding Shares into a greater number of Shares; (iii) combine its outstanding Shares into a smaller number of Shares; or (iv) issue any Shares in a reclassification of the Shares, then the number of Shares purchasable upon exercise of this Option immediately prior thereto shall be adjusted so that the Participant shall be entitled to receive the kind and number of Shares or other securities which it would have owned or have been entitled to receive had such Option been exercised in advance thereof. Upon each such adjustment of the kind and number of Shares or other securities of the Company which are purchasable hereunder, the Participant shall thereafter be entitled to purchase the number of Shares or other securities resulting from such adjustment at an Exercise Price per Share or other security obtained by multiplying the Exercise Price in effect immediately prior to such adjustment by the number of Shares purchasable pursuant hereto immediately prior to such adjustment and dividing by the number of Shares or other securities of the Company that are purchasable pursuant hereto immediately thereafter. An adjustment made pursuant to this paragraph shall become effective immediately after the effective date of such event retroactive to the record date, if any, for such event.<sup>1</sup>

(b) Recapitalization, Reorganization, Reclassification, Consolidation, Merger or Sale. In case the Company shall reorganize its capital, reclassify its capital stock, consolidate or merge with or into another corporation (where the Company is not the surviving corporation or where there is a change in or distribution with respect to the Shares of the Company), or sell, transfer or otherwise dispose of any of its property, assets or business to another corporation and, pursuant to the terms of such reorganization, reclassification, merger, consolidation or disposition of assets, shares of common stock of the successor or acquiring corporation, or any cash, shares of stock or other securities or property of any nature whatsoever (including warrants or other subscription or purchase rights) in addition to or in lieu of common stock of the successor or acquiring corporation ("Other Property"), are to be received by or distributed to the holders of the Company, then the Participant shall have the right thereafter to receive, upon exercise of this Option, the number of shares of common stock of the successor or acquiring corporation or of the Company's Shares, if it is the surviving corporation, and Other Property receivable upon or as a result of such reorganization, reclassification, merger, consolidation or disposition of assets by the Participant of the number of Shares of for which this Option is exercisable immediately prior to such event. In case of any such reorganization, reclassification, merger, consolidation or disposition of assets, the successor or acquiring corporation (if other than the Company) shall expressly assume the due and punctual observance and performance of each and every covenant and condition of this Option to be performed and observed by the Company and all the obligations and liabilities hereunder, subject to such modifications as may be deemed appropriate (as determined in good faith by resolution of the Board of the Company) in order to provide for adjustments of Shares for which this Option is exercisable which shall be as nearly equivalent as practicable to the adjustments provided for in this Section 7 of this Option. For purposes of this Section 7(b), "common stock of the successor or acquiring corporation" shall include stock of such corporation of any class which is not preferred as to dividends or assets over any other class of stock of such corporation and which is not subject to redemption and shall also include any evidences of indebtedness, shares of stock or other securities which are convertible into or exchangeable for any such stock, either immediately or upon the arrival of a specified date or the happening of a specified event and any warrants or other rights to subscribe for or purchase any such stock. The foregoing provisions of this Section 7 shall similarly apply to successive reorganizations, reclassifications, mergers, consolidations or disposition of assets.

(c) Adjustment for Other Dividends and Distributions. If the Company shall, at any time or from time to time, make or issue or set a record date for the determination of holders entitled to receive a dividend or other distribution payable in: (i) cash; (ii) any evidences of indebtedness, or any other securities of the Company or any property of any nature whatsoever, other than, in each case, Shares; or (iii) any warrants or other rights to subscribe for or purchase any evidences of indebtedness, or any other securities of the Company or any property of any nature whatsoever, other than, in each case, Shares, then, and in each event, (A) the number of Shares for which this Option shall be exercisable shall be adjusted to equal the product of the number of Shares for which this Option is exercisable immediately prior to such adjustment multiplied by a fraction (1) the numerator of which shall be the Fair Market Value of the Shares at the date of taking such record and (2) the denominator of which shall be such Fair Market Value of the Shares minus the amount allocable to one Share of any such cash so distributable and of the fair value (as determined in good faith by the Board) of any and all such evidences of indebtedness, Shares, other securities or property or warrants or other subscription or purchase rights so distributable, and (B) the Exercise Price then in effect shall be adjusted to equal (1) the Exercise Price then in effect multiplied by the number of Shares for which this Option is exercisable immediately prior to the adjustment divided by (2) the number of Shares for which this Option is exercisable immediately after such adjustment. A reclassification of the Shares (other than a change in par value, or from par value to no par value or from no par value to par value) into Shares and shares of any other class of stock shall be deemed a distribution by the Company to the holders of such Shares of such other class of shares within the meaning of this Section 7(c) and, if the outstanding Shares shall be changed into a larger or smaller number of Shares as a part of such reclassification, such change shall be deemed a subdivision or combination, as the case may be, of the outstanding Shares within the meaning of Section 7(a).

(d) Form of Option after Adjustments. The form of this Option need not be changed because of any adjustments in the Exercise Price or the number and kind of securities purchasable upon the exercise of this Option.

( e ) Notice of Adjustments. Whenever the number of Shares or number or kind of securities or other property purchasable upon the exercise of this Option or the Exercise Price is adjusted, as herein provided, the Company shall give notice thereof to the Participant, which notice shall state the number of Shares (and other securities or property) purchasable upon the exercise of this Option and the Exercise Price of such Shares (and other securities or property) after such adjustment, setting forth a brief statement of the facts requiring such adjustment and setting forth the computation by which such adjustment was made.

8 . Transfer Restrictions. Except as may otherwise be expressly permitted by the Board, the Option is not assignable or transferable other than to a beneficiary designated to receive the Option upon the Participant's death or by will or the laws of descent and distribution, and the Option shall be exercisable during the lifetime of the Participant only by the Participant (or, in the event of the Participant's incapacity, the Participant's legal representative or guardian). Any attempt by the Participant or any other person claiming against, through or under the Participant to cause the Option or any part of it to be transferred or assigned in any manner and for any purpose not permitted under this Agreement shall be null and void and without effect.

9 . Rights as a Stockholder. No Shares shall be sold, issued or delivered pursuant to the exercise of the Option until full payment for such Shares has been made or provided for (including, for this purpose, satisfaction of all applicable withholding taxes). The Participant shall have no rights as a stockholder with respect to any Shares covered by the Option unless and until the Option is exercised and the Shares purchased pursuant to such exercise are issued in the name of the Participant. Except as otherwise specified, no adjustment shall be made for dividends or distributions of other rights for which the record date is prior to the date such Shares are issued.

10. Tax Withholding. The Company's obligation to issue Shares pursuant to the exercise of the Option shall be subject to and conditioned upon the satisfaction by the Participant of applicable tax withholding obligations in accordance with Section 6 of this Agreement. If and to the extent the applicable withholding obligations is payable in cash, the Participant hereby authorizes the Company to satisfy all or part of such tax withholding obligations by deductions from cash compensation or other payments that would otherwise be owed to the Participant.

11. No Other Rights Conferred. Nothing contained herein shall be deemed to give the Participant a right to be retained in the employ or other service of the Company or any affiliate or to affect the right of the Company and its affiliates to terminate, or modify the terms and conditions of, the Participant's employment or other service.

12. Successors. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

13. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and may not be modified except by written instrument executed by the parties.

14. Governing Law. This Agreement shall be governed by the laws of the State of New York, without regard to its principles of conflict of laws.

15. Counterparts. This Agreement may be executed in separate counterparts, each of which will be an original and all of which taken together shall constitute one and the same agreement.

**[Signature Page Follows]**

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

**Nuvilex, Inc.**

By: /s/ Kenneth L. Waggoner  
Name: Kenneth L. Waggoner  
Title: Chief Executive Officer

**Richard M. Goldfarb**

By: /s/ Richard M. Goldfarb  
Name: Richard M. Goldfarb