SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

Form 8-K
Current Report
Pursuant to Section 13 or 15(d) of the
Securities Exchange Act of 1934

May 14, 2018
Date of Report (Date of earliest event reported)

PHARMACYTE BIOTECH, INC.
(Exact Name of Registrant as Specified in its Charter)

Nevada	**333-68008**	**62-1772151**
(State or other jurisdiction of incorporation)	(Commission File Number)	(I.R.S. Employer Identification No.)

23046 Avenida de la Carlota, Suite 600 **Laguna Hills, CA** (Address of Principal Executive Offices)	**92653** (Zip Code)

Registrant's telephone number, including area code: **(917) 595-2850**

N/A
(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

[_] Soliciting material pursuant to Rule 14a-12 under the Exchange Act

[_] Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act

[_] Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (17 CFR §230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §240.12b-2).
Emerging growth company [_]

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. [_]

Item. 1.01 Entry into a Material Definitive Agreement.

On May 14, 2018, PharmaCyte Biotech, Inc. ("Company") entered into amendments to material agreements "(Amendments") with SG Austria Pte. Ltd. ("SG Austria") and Austrianova Singapore Pte. Ltd. ("Austrianova Singapore" and together with SG Austria, "Austrianova"), to memorialize their agreement to amend certain written agreements between them.

The Amendments provide that the Company's obligation to make milestone payments to Austrianova will be eliminated in their entirety under (i) the License Agreement between the Company and Austrianova Singapore dated as of December 1, 2014, as amended ("Cannabis License Agreement"), (ii) the License Agreement between the Company and Austrianova Singapore dated as of June 25, 2013, as amended ("Diabetes License Agreement") and (iii) the Asset Purchase Agreement between the Company and SG Austria dated as of May 26, 2011, as amended and clarified ("Asset Purchase Agreement"). One of the Amendments also provides that the scope of the Diabetes License Agreement will be expanded to include all cell types and cell lines of any kind or description now or later identified, including, but not limited to, primary cells, mortal cells, immortal cells and stem cells at all stages of differentiation and from any source specifically designed to produce insulin for the treatment of diabetes.

In addition, one of the Amendments provides that the Company will have a 5-year right of first refusal in the event that Austrianova chooses to sell, transfer or assign at any time during such period the Cell-in-a-Box® tradename and its associated technology, intellectual property, trade secrets and know-how, which includes the right to purchase any manufacturing facility used for the Cell-in-a-Box® encapsulation process and a non-exclusive license to use the special cellulose sulphate utilized with the Cell-in-a-Box® encapsulation process (collectively, "Associated Technologies"); *provided, however*, that the Associated Technologies subject to the right of first refusal do not include Bac-in-a-Box®. Additionally, for a period of one year from August 30, 2017 one of the Amendments provides that Austrianova will not solicit, negotiate or entertain any inquiry regarding the potential acquisition of the Cell-in-a-Box® and its Associated Technologies.

The Amendments further provide that (i) the royalty payments on gross sales as specified in the Cannabis License Agreement, the Diabetes License Agreement and the Asset Purchase Agreement will be changed to 4% and (ii) the royalty payments on amounts received by the Company from sublicensees on sublicensees' gross sales under the same agreements will be changed to 20% of the amount received by the Company from its sublicensees, *provided, however,* that in the event the amounts received by the Company from sublicensees is 4% or less of sublicensees' gross sales, Austrianova will receive 50% of what the Company receives (up to 2%) and then additionally 20% of any amount the Company receives over 4%.

The Amendments provide that Austrianova will receive 50% of any other financial and non-financial consideration received from the Company's sublicensees of the Cell-in-a-Box® technology. One of the Amendments also provides that the Company will pay Austrianova Singapore $150,000 per month for a period of nine months.

Finally, one of the Amendments provides that Prof. Walter H. Günzburg, who currently serves as the Chief Scientific Officer of the Company, will not receive any cash compensation from the Company for services rendered as the Company's Chief Scientific Officer for a period of six months beginning September 1, 2017.

The foregoing summary of the Amendments is subject to, and qualified in their entirety by, the Amendments which are filed as Exhibit 10.1, 10.2 and 10.3 to this Current Report on Form 8-K and incorporated herein by reference.

Item 9.01 Exhibits.

(d) Exhibits

10.1	Fourth Amendment to Asset Purchase Agreement between the Company, S.G. Austria Pte. Ltd. and Austrianova Singapore Pte. Ltd. effective May 14, 2018.
10.2	Third Amendment to Licensing Agreement between the Company and Austrianova Singapore Pte. Ltd. effective May 14, 2018.
10.3	Second Amendment to Licensing Agreement between the Company and Austrianova Singapore Pte. Ltd. effective May 14, 2018.

SIGNATURES

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

Dated: May 14, 2018

PHARMACYTE BIOTECH, INC.

By: /s/ Kenneth L. Waggoner
Kenneth L. Waggoner
Chief Executive Officer
President and General Counsel

EXHIBIT INDEX

Exhibit No.	Description
10.1	Fourth Amendment to Asset Purchase Agreement between the Company, S.G. Austria Pte. Ltd. and Austrianova Singapore Pte. Ltd. effective May 14, 2018.
10.2	Third Amendment to Licensing Agreement between the Company and Austrianova Singapore Pte. Ltd. effective May 14, 2018.
10.3	Second Amendment to Licensing Agreement between the Company and Austrianova Singapore Pte. Ltd. effective May 14, 2018.

Exhibit 10.1

Fourth Addendum to Asset Purchase Agreement

This Fourth Addendum to Asset Purchase Agreement ("Fourth Addendum") is effective as on the date the parties have fully signed the Fourth Addendum ("Effective Date of the Fourth Addendum") and memorializes an agreement reached between PharmaCyte Biotech, Inc., formerly Nuvilex, Inc. ("Licensee"), and SG Austria Pte. Ltd. ("Licensor") on 30 August 2017, as amended, relating to the Asset Purchase Agreement between the Parties dated as of the 26th day of May 2011 ("Asset Purchase Agreement"), as amended by the Asset Purchase Agreement Addendum dated as of June 11, 2011, the Asset Purchase Agreement Addendum Number 2 dated as of June 14, 2012, the December 3, 2012 extension letter from SG Austria, the Third Addendum to Asset Purchase Agreement dated as of June 25, 2013 ("Third Addendum") and the Clarification Agreement to Third Addendum to Asset Purchase Agreement dated as of June 25, 2013 ("Clarification Agreement"). Licensee and Licensor are referred to in this Fourth Addendum individually as a "Party" and collectively as the "Parties." Defined terms in the Asset Purchase Agreement, Third Addendum and Clarification Agreement (collectively, " Agreements") have the same meaning in this Fourth Addendum as they do in the Agreements.

Recitals

A. The Parties entered into the Licensing Agreement to, among other things, provide Licensee with an exclusive worldwide license to use the Cell-in-a-Box® Trademark and its Associated Technology with genetically modified HEK293 cells overexpressing the cytochrome P450 2B1 gene specifically designed for the treatment of cancer to conduct research, to use in preclinical studies and clinical trials, to obtain marketing approval and to market and sell products and treatments utilizing the Cell-in-a-Box® Trademark and its Associated Technology world-wide;

B. Section 6.a. of the Third Addendum provides that Licensee shall pay to Licensor royalties equal to two percent (2%) of Gross Sales received by Licensee or its Affiliates. The Parties desire to change the amount of royalties Licensee shall pay to Licensor in accordance with the amended Section 6.a. below;

C. Section 6.b. of the Third Addendum provides that Licensee shall pay to Licensor royalties equal to ten percent (10%) of the amount received by Licensee from Sub-Licensees on Sub-Licensees' Gross Revenue. The Parties desire to change the amount of royalties Licensee shall pay to Licensor in accordance with the amended Section 6.b. below;

D. Section 6.c. and 6.d. of the Third Addendum provides Licensee shall pay Licensor certain milestone payments upon the occurrence of certain events ("Milestone Payments"). The Parties desire to delete Sections 6.c. and 6.d.;

E. The Parties desire to add a new Section 6.c. to the Third Addendum in accordance with the new Section 6.c. below;

F. The Parties desire to add a new Section 6.d. to the Third Addendum in accordance with the new Section 6.d. below;

G. The Parties desire to add a new Section 7.e. to the Third Addendum in accordance with the new Section 7.e. below;

H. The Parties desire to add a new Section 7.f. to the Third Addendum in accordance with the new Section 7.f below; and

I. The Parties desire to update the name of Licensee and each Party's address of its registered office and principal place of business.

Agreement

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Third Addendum is hereby amended as follows:

1. In the preamble to the Third Addendum, the address of the registered office and principal place of business of Licensee shall be amended to read: "SG Austria Pte. Ltd., a Singapore corporation having its registered office and principal place of business at 3 Biopolis Drive, #05-19 Synapse, Singapore 138623 and its Affiliates ("Licensor"), and"

2. In the preamble to the Third Addendum, the name of Licensee shall be amended to its new name and address to read: "PharmaCyte Biotech, Inc., a Nevada corporation having its principal place of business at 23046 Avenida de la Carlota, Suite 600, Laguna Hills, California 92653 USA and its Affiliates ("Licensee")."

3. Section 6 of the Third Addendum shall be deleted and the following inserted in its place: "**Royalties and Other Consideration**. After the transfer of the Purchased Assets, Licensee will make royalty and other payments to Licensor as follows:"

4. Section 6.a. of the Third Addendum shall be deleted and the following inserted in its place: "Four percent (4%) on all Gross Sales received by Licensee or its Affiliates;"

5. Section 6.b. of the Third Addendum shall be deleted and the following inserted in its place: "Twenty percent (20%) of the amount received by Licensee from Sub-Licensees on Sub-Licensees Gross Revenues; *provided, however*, that in the event the sublicensing royalty rate received by Licensee is four percent (4%) or less, Licensor shall receive fifty percent (50%) of the amount of money received by Licensee from Sub-Licensees. For any amount received by Licensee over the sublicensing royalty rate of four percent (4%), Licensor shall receive twenty percent (20%) of that amount." For the avoidance of doubt the following two examples are given. Example 1: Sub-Licensee has a Gross Sales Value of One Thousand Dollars US (US$1000.00). Licensee receives a four percent (4%) royalty rate from Sub-Licensee equal to Forty Dollars US (US$40.00). In this example, Licensee pays Licensor 50% of this royalty in the amount of Twenty Dollars US (US$20.00). Example 2: Sub-Licensee has a Gross Sales Value of One Thousand Dollars US (US$1000.00). Licensee receives a six percent (6%) royalty rate from Sub-Licensee in the amount of Sixty Dollars US (US$60.00) USD). In this example, Licensee pays Licensor 50% of the amount corresponding to a four percent royalty in the amount of Twenty Dollars US (US$20.00) and twenty percent (20%) of the amount over four percent (4%) (20% of US$20.00 is equal to US$4.00) to give a total royalty to Licensor of Twenty-Four Dollars US (US$24.00).

6. Sections 6.c. and 6.d. of the Third Addendum shall be deleted so that no Milestone Payments are due pursuant to the Third Addendum and the following Section 6.c inserted in their place: "Except as otherwise provided in Section 6.b., Licensor shall receive fifty percent (50%) of any other financial and non-financial consideration Licensee receives from a Sub-Licensee."

7. A new Section 6.d. shall be added to the Third Addendum to read as follows: "All payments due pursuant to Section 6.a shall be paid within thirty (30) days of the end of the relevant calendar quarter. All payments due pursuant to Sections 6.b. and 6.d. shall be paid within forty-five (45) days after the calendar quarter in which the payment is received by Licensee from a Sub-Licensee."

8. A new Section 6.e. shall be added to the Third Addendum to read as follows: Licensee shall pay an aggregate total amount of Nine Hundred Thousand Dollars US (US$900,000.00) to Austrianova ratably over a nine (9) month period in the amount of two (2) Fifty Thousand Dollars US (US$50,000.00) payments each month during the nine (9) month period on the days of the month to be agreed upon between the parties, with a cure period of twenty (20) calendar days after receipt by Licensee of written notice from Licensor that Licensee has failed to pay timely a monthly payment of One Hundred Thousand Dollars US (US$100,000) required by this Section 6.e."

9. A new Section 7.f. shall be added to the Third Addendum to read as follows: "Licensee shall have an irrevocable right of first refusal ("ROFR") to purchase the Cell-in-a-Box® Trademark and its Associated Technology (as defined in the Clarification Agreement) and all associated intellectual property, technology and/or trade secrets, including, but not limited to, a non-exclusive license of the cellulose sulfate Licensor or Austrianova utilizes with the Cell-in-a-Box® encapsulation technology and any manufacturing facility utilizing the Technologies." The ROFR shall have a term of five (5) years from August 30, 2017. Licensor shall notify Licensee in of its intention to pursue a transaction to sell, transfer or assign the Technologies, in whole or in part ("Proposed Transaction"), including the material terms thereof, by providing Licensee written notice thereof by an international courier service addressed to Licensee. If Licensee fails to exercise its ROFR with respect to any Proposed Transaction within sixty (60) business days after its receipt of such notification, then Licensee shall have no further claim or right with respect to the Proposed Transaction. Licensee may elect, in its sole discretion, not to exercise its ROFR with respect to any Proposed Transaction, provided that any such election by Licensee shall not adversely affect Licensee's ROFR with respect to any other Proposed Transaction."

10. A new Section 7.g. shall be added to the Third Addendum to read as follows: "Licensor shall not solicit, negotiate or entertain any inquiry regarding the potential acquisition of the Cell-in-a-Box® Trademark and its Associated Technology for a period of one (1) year from August 30, 2017."

11. Except as provided in this Fourth Addendum, all the other provisions of the Agreements shall remain in full force and effect.

12. This Fourth Addendum in no way alters or effects the terms of the Binding Memorandum of Understanding entered into by and between PharmaCyte Biotech, Inc., and Austrianova Singapore Pte. Ltd. effective as of 28 July 2016.

13. This Fourth Addendum constitutes the entire, final and complete agreement and understanding between the Parties and replaces and supersedes all prior discussions and agreements between them with respect to the subject matter of the Fourth Addendum, including the Term Sheet. No amendment, modification or waiver of any terms or conditions of this Fourth Addendum shall be effective unless made in writing and signed by a duly authorized officer of each Party.

14. This Fourth Addendum may be executed in counterparts, each of which shall be an original and all of which shall constitute together the same document. The Parties agree that execution of this Fourth Addendum by exchanging facsimile, PDF, or electronic signatures shall have the same legal force and effect as the exchange of original signatures.

IN WITNESS WHEREOF, each Party has executed this Fourth Addendum by its duly authorized representative as of the Effective Date of the Fourth Addendum.

PharmaCyte Biotech, Inc.

By: /s/ Dr. Kenneth L. Waggoner
Printed Name: Dr. Kenneth L. Waggoner
Title: Chief Executive Officer
Date: May 14, 2018

SG Austria Pte. Ltd.

By: /s/ Dr. Brian Salmons
Printed Name: Dr. Brian Salmons
Title: Chief Executive Officer
Date: May 14, 2018

Exhibit 10.2

Third Amendment to Licensing Agreement

This Third Amendment to the Licensing Agreement ("Third Amendment") is effective on the date the parties have fully signed the Third Addendum ("Effective Date of the Third Amendment") and memorializes the agreement reached between PharmaCyte Biotech, Inc., formerly Nuvilex, Inc. ("Licensee"), and Austrianova Singapore Pte Ltd ("Licensor") on 30 August 2017 relating to the Licensing Agreement between the Parties dated as of 1 December 2014, as amended by the First Amendment to the Licensing Agreement dated as of June 30, 2015 and the Second Amendment to the Licensing Agreement dated as of 19 October 2015 (collectively, " Licensing Agreement"). Licensee and Licensor are referred to in this Third Amendment individually as a "Party" and collectively as the "Parties." Defined terms in the Licensing Agreement have the same meaning in this Third Amendment as they do in the Licensing Agreement.

Recitals

A. The Parties entered into the Licensing Agreement to, among other things, provide Licensee with an exclusive worldwide license to use the Cell-in-a-Box® Trademark and its Associated Technology with genetically modified non-stem cell lines specifically designed to activate members of the Cannabinoid family of molecules to conduct research, to use in preclinical studies and clinical trials, to obtain marketing approval and to market and sell products and treatments utilizing the Cell-in-a-Box® Trademark and its Associated Technology world-wide;

B. Section 3.1.1 of the Licensing Agreement provides that Licensee shall pay to Licensor royalties equal to ten percent (10%) of Gross Sales Value of all Products sold by Licensee. The Parties desire to change the amount of royalties Licensee shall pay to Licensor in accordance with the amended Section 3.1.1 below;

C. Section 3.1.2 of the Licensing Agreement provides that Licensee shall pay to Licensor royalties equal to twenty percent (20%) of the amount received by Licensee from Sub-Licensees on Sub-Licensees' Gross Sales Value. The Parties desire to change the amount of royalties Licensee shall pay to Licensor pursuant to Section 3.1.2 in accordance with the amended Section 3.1.2. below;

D. Section 3.2 of the Licensing Agreement provides Licensee shall pay Licensor certain milestone payments upon the occurrence of certain events ("Milestone Payments"). The Parties desire to delete Section 3.2 in its entirety from the Licensing Agreement;

E. The Parties desire to add a new Section 3.2 to the Licensing Agreement in accordance with the new Section 3.2 below;

F. The Parties desire to add a new Section 10.6 to the Licensing Agreement in accordance with the new Section 10.6 below; and

G. The Parties desire to update the address of their registered office and principal place of business.

Agreement

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Licensing Agreement is hereby amended as follows:

1. In the preamble to the Licensing Agreement, the address of the registered office and principal place of business of Licensee shall be amended to read: "Austrianova Singapore Pte. Ltd., a Singapore corporation having its registered office and principal place of business at 3 Biopolis Drive, #05-19 Synapse, Singapore 138623, Reg. No. 200705334K and its Affiliates ("Licensor"), and"

2. In the preamble to the Licensing Agreement, the name of Licensee shall be amended to its new name and address to read: "PharmaCyte Biotech, Inc., a Nevada corporation having its principal place of business at 23046 Avenida de la Carlota, Suite 600, Laguna Hills, California 92653 USA and its Affiliates ("Licensee")."

3. Section 3 of the Licensing Agreement shall be deleted and the following inserted in its place: "**Royalties and Other Consideration**."

4. Section 3.1.1 of the Licensing Agreement shall be deleted and the following inserted in its place: "Four percent (4%) of Gross Sales Value of all Products sold by Licensee; and"

5. Section 3.1.2 of the Licensing Agreement shall be deleted and the following inserted in its place: "Twenty percent (20%) of the amount received by Licensee from Sub-Licensees on Sub-Licensees Gross Sales Value; *provided, however*, that in the event the sublicensing royalty rate received by Licensee is four percent (4%) or less, Licensor shall receive fifty percent (50%) of the amount of money received by Licensee from Sub-Licensees. For any amount received by Licensee over the sublicensing royalty rate of four percent (4%), Licensor shall receive twenty percent (20%) of that amount." For the avoidance of doubt the following two examples are given. Example 1: Sub-Licensee has a Gross Sales Value of One Thousand Dollars US (US$1000.00). Licensee receives a four percent (4%) royalty rate from Sub-Licensee equal to Forty Dollars US (US$40.00). In this example, Licensee pays Licensor 50% of this royalty in the amount of Twenty Dollars US (US$20.00). Example 2: Sub-Licensee has a Gross Sales Value of One Thousand Dollars US (US$1000.00). Licensee receives a six percent (6%) royalty rate from Sub-Licensee in the amount of Sixty Dollars US (US$60.00) USD). In this example, Licensee pays Licensor 50% of the amount corresponding to a four percent royalty in the amount of Twenty Dollars US (US$20.00) and twenty percent (20%) of the amount over four percent (4%) (20% of US$20.00 is equal to US$4.00) to give a total royalty to Licensor of Twenty-Four Dollars US (US$24.00).

6. Section 3.2 shall be deleted and the following inserted in its place: "**Other Consideration**. Subject to the terms of this Agreement, Licensee shall pay to Licensor other consideration of:"

7. Sections 3.2.1, 3.2.2, 3.2.3. and 3.2.4 of the Licensing Agreement shall be deleted and the following Section 3.2.1. inserted in their place: "Except as otherwise provided in Section 3.1.2, Licensor shall receive fifty percent (50%) of any other financial and non-financial consideration Licensee receives from a Sub-Licensee."

8. Section 3.3 of the Licensing Agreement shall be deleted and the following inserted in its place: "**Quarterly Payments**. All payments due pursuant to Section 3.1.1 shall be paid within thirty (30) days of the end of the relevant calendar quarter. All payments due pursuant to Sections 3.1.2 and 3.2.1 shall be paid within forty-five (45) days after the calendar quarter in which the payment is received by Licensee from a Sub-Licensee."

9. A new Section 11.16 shall be added to the Licensing Agreement to read as follows: "Licensor shall not solicit, negotiate or entertain any inquiry regarding the potential acquisition of the Cell-in-a-Box® Trademark and its Associated Technology for a period of one (1) year from August 30, 2017"

10. Except as provided in this Second Amendment, all the other provisions of the Licensing Agreement shall remain in full force and effect.

11. This Third Amendment constitutes the entire, final and complete agreement and understanding between the Parties and replaces and supersedes all prior discussions and agreements between them with respect to the subject matter of this Second Amendment, including the Binding Term Sheet between the Parties and SG Austria dated 30 August 2017. No amendment, modification or waiver of any terms or conditions of this Second Amendment shall be effective unless made in writing and signed by a duly authorized officer of each Party.

12. This Third Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute together the same document. The Parties agree that execution of this Second Amendment by exchanging facsimile, PDF, or electronic signatures shall have the same legal force and effect as the exchange of original signatures.

IN WITNESS WHEREOF, each Party has executed this Second Amendment by its duly authorized representative as of the Effective Date of the Third Amendment.

PharmaCyte Biotech, Inc.

By: /s/ Dr. Kenneth L. Waggoner
Printed Name: Dr. Kenneth L. Waggoner
Title: Chief Executive Officer
Date: May 14, 2018

Austrianova Singapore Pte. Ltd.

By: /s/ Dr. Brian Salmons
Printed Name: Dr. Brian Salmons
Title: Chief Executive Officer
Date: May 14, 2018

Exhibit 10.3

Second Amendment to Licensing Agreement

This Second Amendment to the Licensing Agreement ("Second Amendment") is effective on the date the parties have fully signed the Second Amendment ("Effective Date of the Second Amendment") and memorializes an agreement reached between PharmaCyte Biotech, Inc., formerly Nuvilex, Inc. ("Licensee"), and Austrianova Singapore Pte. Ltd. ("Licensor") on 30 August 2017 relating to the Licensing Agreement between the Parties dated as of June 25, 2013, as amended by the First Amendment to the Licensing Agreement dated as of 24 June 2016 (collectively, "Licensing Agreement"). Licensee and Licensor are referred to in this Second Amendment individually as a "Party" and collectively as the "Parties." Defined terms in the Licensing Agreements have the same meaning in this Second Amendment as they do in the Licensing Agreement.

Recitals

A. The Parties entered into the Licensing Agreement to, among other things, provide Licensee with an exclusive worldwide license to use the Cell-in-a-Box® Trademark and its Associated Technology with genetically modified non-stem cell lines and IPS stem cells specifically designed to produce insulin or other critical components for the treatment of diabetes, to conduct research, to use in clinical trials, to obtain market approval and to market and sell products and treatments utilizing the Cell-in-a-Box® Trademark and its Associated Technology world-wide;

B. Section 1.11 of the Licensing Agreement defines "Scope of the Agreement" to mean the use of cells encapsulated using the Cell-in-a-Box® Trademark and its Associated Technology that are genetically modified or non-modified non-stem cell lines and IPS stem cells specifically designed to produce insulin for the treatment of diabetes. Further, it shall mean the use of cells encapsulated using the Cell-in-a-Box® Trademark and its Associated Technology that are other defined adult stem cell phenotypes designed to produce insulin for the treatment of diabetes that are mutually agreed to in writing by, and are mutually acceptable to, the Parties. The Parties desire to change the definition of "Scope of the Agreement" in accordance with the amended Section 1.11 below;

C. Section 3.1.1 of the Licensing Agreement provides that Licensee shall pay to Licensor royalties equal to ten percent (10%) of Gross Sales Value of all Products sold by Licensee. The Parties desire to change the amount of royalties Licensee shall pay to Licensor in accordance with the amended Section 3.1.1 below;

D. Section 3.1.2 of the Licensing Agreement provides that Licensee shall pay to Licensor royalties equal to twenty percent (20%) of the amount received by Licensee from Sub-Licensees on Sub-Licensees' Gross Sales Value. The Parties desire to change the amount of royalties Licensee shall pay to Licensor pursuant to Section 3.1.2 in accordance with the amended Section 3.1.2 below;

E. Section 3.2 of the Licensing Agreement provides Licensee shall pay Licensor certain milestone payments upon the occurrence of certain events ("Milestone Payments"). The Parties desire to delete Section 3.2 in its entirety from the Licensing Agreement;

F. The Parties desire to add a new Section 3.2 to the Licensing Agreement in accordance with the new Section 3.2 below;

G. The Parties desire to add a new Section 10.6 to the Licensing Agreement in accordance with the new Section 10.6 below; and

H. The Parties desire to update the address of their registered office and principal place of business and modify certain references to them in the Licensing Agreement.

Agreement

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Licensing Agreement is hereby amended as follows:

1. In the preamble to the Licensing Agreement, the address of the registered office and principal place of business of Licensee shall be amended to read: "Austrianova Singapore Pte. Ltd., a Singapore corporation having its registered office and principal place of business at 3 Biopolis Drive, #05-19 Synapse, Singapore 138623, Reg. No. 200705334K and its Affiliates ("Licensor"), and"

2. In the preamble to the Licensing Agreement, the name of Licensee shall be amended to its new name and address to read: "PharmaCyte Biotech, Inc., a Nevada corporation having its principal place of business at 23046 Avenida de la Carlota, Suite 600, Laguna Hills, California 92653 USA and its Affiliates ("Licensee")."

3. In the preamble to the Licensing Agreement, Section C shall be deleted and the following inserted in its place: ""Licensee and Licensor now desire to enter into this Agreement whereby Licensee is granted an exclusive worldwide license to use the Cell-in-a-Box® Trademark and its Associated Technology with all cells and cell lines of any kind or description now or hereafter identified, including, but not limited to, primary cells, mortal cells, immortal cells and stem cells at all stages of differentiation and from any source specifically designed to produce insulin for the treatment of diabetes, to research, have made by Licensor, use in clinical trials, obtain market approval, market and sell products and treatments utilizing the Cell-in-a-Box® Trademark and its Associated Technology world-wide."

4. Section 1.11 of the Licensing Agreement shall be deleted and the following inserted in its place: "**Scope of the Agreement**:" shall mean the use of cells encapsulated using the Cell-in-a-Box® Trademark and its Associated Technology that are cells and cell lines of any kind or description now or hereinafter identified, including, but not limited to, primary cells, mortal cells, immortal cells and stem cells at all stages of differentiation and from any source specifically designed to produce insulin for the treatment of diabetes."

5. Section 3 of the Licensing Agreement shall be deleted and the following inserted in its place: "**Royalties and Other Consideration**."

6. Section 3.1.1 of the Licensing Agreement shall be deleted and the following inserted in its place: "Four percent (4%) of Gross Sales Value of all Products sold by Licensee; and"

7. Section 3.1.2 of the Licensing Agreement shall be deleted and the following inserted in its place: "Twenty percent (20%) of the amount received by Licensee from Sub-Licensees on Sub-Licensees Gross Sales Value, *provided, however*, that in the event the sublicensing royalty rate received by Licensee is four percent (4%) or less, Licensor shall receive fifty percent (50%) of the amount of money received by Licensee from Sub-Licensees. For any amount received by Licensee over the sublicensing royalty rate of four percent (4%), Licensor shall receive twenty percent (20%) of that amount." For the avoidance of doubt the following two examples are given. Example 1: Sub-Licensee has a Gross Sales Value of One Thousand Dollars US (US$1000.00). Licensee receives a four percent (4%) royalty rate from Sub-Licensee equal to Forty Dollars US (US$40.00). In this example, Licensee pays Licensor 50% of this royalty in the amount of Twenty Dollars US (US$20.00). Example 2: Sub-Licensee has a Gross Sales Value of One Thousand Dollars US (US$1000.00). Licensee receives a six percent (6%) royalty rate from Sub-Licensee in the amount of Sixty Dollars US (US$60.00) USD). In this example, Licensee pays Licensor 50% of the amount corresponding to a four percent royalty in the amount of Twenty Dollars US (US$20.00) and twenty percent (20%) of the amount over four percent (4%) (20% of US$20.00 is equal to US$4.00) to give a total royalty to Licensor of Twenty-Four Dollars US (US$24.00).

8. Section 3.2 shall be deleted and the following inserted in its place: "**Other Consideration**. Subject to the terms of this Agreement, Licensee shall pay to Licensor other consideration of:"

9. Sections 3.2.1, 3.2.2, 3.2.3. and 3.2.4 of the Licensing Agreement shall be deleted and the following Section 3.2.1. inserted in their place: "Except as otherwise provided in Section 3.1.2, Licensor shall receive fifty percent (50%) of any other financial and non-financial consideration Licensee receives from a Sub-Licensee."

10. Section 3.3 of the Licensing Agreement shall be deleted and the following inserted in its place: "**Quarterly Payments**. All payments due pursuant to Section 3.1.1 shall be paid within thirty (30) days of the end of the relevant calendar quarter. All payments due pursuant to Sections 3.1.2 and 3.2.1 shall be paid within forty-five (45) days after the calendar quarter in which the payment is received by Licensee from a Sub-Licensee."

11. In Section 3.6 of the Licensing Agreement, reference to "NVLX" shall be replaced with "Licensee" and reference to "ASPL" shall be replaced with "Licensor."

12. In Section 4.1 and Section 4.2 of the Licensing Agreement, any reference to "NVLX" or "Nuvilex" shall be replaced with "Licensee."

13. A new Section 10.6 shall be added to the Licensing Agreement to read as follows: "Licensor shall not solicit, negotiate or entertain any inquiry regarding the potential acquisition of the Cell-in-a-Box® Trademark and its Associated Technology for a period of one (1) year from August 30, 2017."

14. Except as provided in this Second Amendment, all the other provisions of the Licensing Agreement shall remain in full force and effect.

15. This Second Amendment constitutes the entire, final and complete agreement and understanding between the Parties and replaces and supersedes all prior discussions and agreements between them with respect to the subject matter of this Second Amendment, including the Binding Term Sheet between the Parties and SG Austria Pte. Ltd. dated 30 August 2017. No amendment, modification or waiver of any terms or conditions of this Second Amendment shall be effective unless made in writing and signed by a duly authorized officer of each Party.

16. This Second Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute together the same document. The Parties agree that execution of this Second Amendment by exchanging facsimile, PDF, or electronic signatures shall have the same legal force and effect as the exchange of original signatures.

IN WITNESS WHEREOF, each Party has executed this Second Amendment by its duly authorized representative on the date indicated below.

PharmaCyte Biotech, Inc.

By: /s/ Dr. Kenneth L. Waggoner
Printed Name: Dr. Kenneth L. Waggoner
Title: Chief Executive Officer
Date: May 14, 2018

Austrianova Singapore Pte. Ltd.

By: /s/ Dr. Brian Salmons
Printed Name: Dr. Brian Salmons
Title: Chief Executive Officer
Date: May 14, 2018