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

FORM 8-K

CURRENT REPORT

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

Date of Report (Date of earliest event reported): **January 15, 2014**

Ekso Bionics Holdings, Inc.

(Exact name of registrant as specified in its charter)

Nevada	**333-181229**	**99-0367049**
(State or Other Jurisdiction of Incorporation)	(Commission File Number)	(I.R.S. Employer Identification Number)

1414 Harbour Way South, Suite 1201
Richmond, California 94804
(Address of principal executive offices, including zip code)

1-510-984-1761
(Registrant's telephone number, including area code)

San Isidro 250, depot 618
Santiago, Chile 8240400
(Former name or former address, if changed since last report)

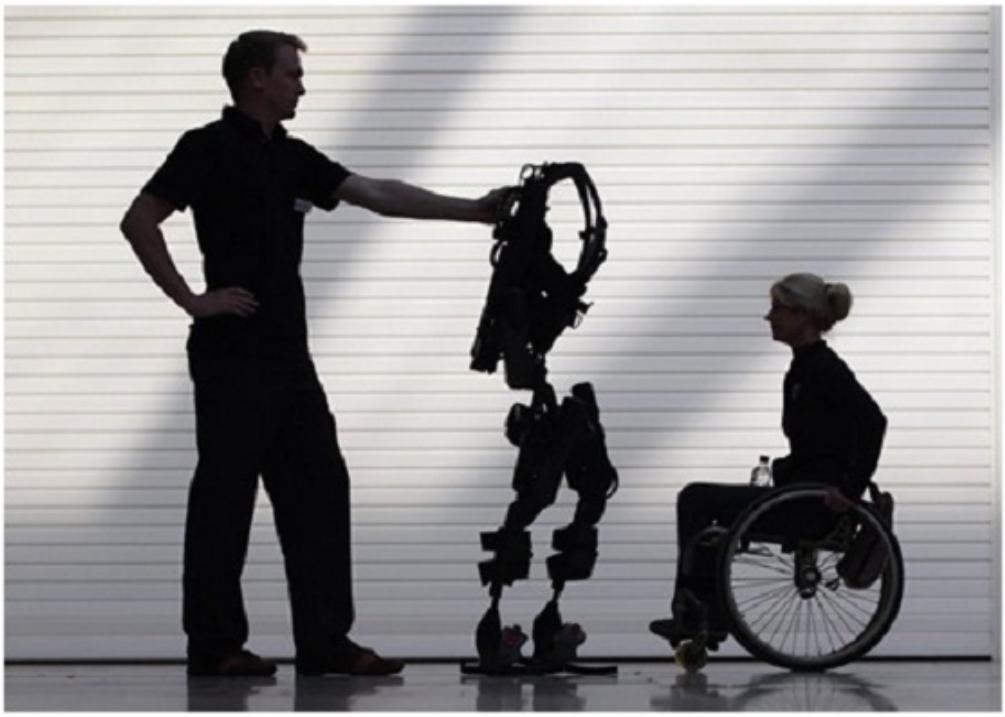
Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))



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CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

This Current Report contains forward-looking statements, including, without limitation, in the sections captioned "Description of Business," "Risk Factors," and "Management's Discussion and Analysis of Financial Condition and Plan of Operations," and elsewhere. Any and all statements contained in this Report that are not statements of historical fact may be deemed forward-looking statements. Terms such as "may," "might," "would," "should," "could," "project," "estimate," "pro-forma," "predict," "potential," "strategy," "anticipate," "attempt," "develop," "plan," "help," "believe," "continue," "intend," "expect," "future," and terms of similar import (including the negative of any of the foregoing) may be intended to identify forward-looking statements. However, not all forward-looking statements may contain one or more of these identifying terms. Forward-looking statements in this Report may include, without limitation, statements regarding (i) the plans and objectives of management for future operations, including plans or objectives relating to the design, development and commercialization of human exoskeletons, (ii) a projection of income (including income/loss), earnings (including earnings/loss) per share, capital expenditures, dividends, capital structure or other financial items, (iii) our future financial performance, including any such statement contained in a discussion and analysis of financial condition by management or in the results of operations included pursuant to the rules and regulations of the SEC, (iv) our beliefs regarding potential clinical and other health benefits of our medical devices, and (v) the assumptions underlying or relating to any statement described in points (i), (ii), (iii) or (iv) above.

The forward-looking statements are not meant to predict or guarantee actual results, performance, events or circumstances and may not be realized because they are based upon our current projections, plans, objectives, beliefs, expectations, estimates and assumptions and are subject to a number of risks and uncertainties and other influences, many of which we have no control over. Actual results and the timing of certain events and circumstances may differ materially from those described by the forward-looking statements as a result of these risks and uncertainties. Factors that may influence or contribute to the inaccuracy of the forward-looking statements or cause actual results to differ materially from expected or desired results may include, without limitation, our inability to obtain adequate financing, the significant length of time and resources associated with the development of our products and related insufficient cash flows and resulting illiquidity, our inability to expand our business, significant government regulation of medical devices and the healthcare industry, the results of clinical studies or trials, lack of product diversification, volatility in the price of our raw materials, existing or increased competition, results of arbitration and litigation, stock volatility and illiquidity, and our failure to implement our business plans or strategies. A description of some of the risks and uncertainties that could cause our actual results to differ materially from those described by the forward-looking statements in this Report appears in the section captioned "Risk Factors" and elsewhere in this Report.

Readers are cautioned not to place undue reliance on forward-looking statements because of the risks and uncertainties related to them and to the risk factors. We disclaim any obligation to update the forward-looking statements contained in this Report to reflect any new information or future events or circumstances or otherwise.

Readers should read this Report in conjunction with the discussion under the caption "Risk Factors," our financial statements and the related notes thereto in this Report, and other documents which we may file from time to time with the Securities and Exchange Commission (the "SEC").

EXPLANATORY NOTE

We were incorporated as PN Med Group Inc. in Nevada on January 30, 2012. Prior to the Merger and Split-Off (each as defined below), our business was to distribute medical supplies and equipment to municipalities, hospitals, pharmacies, care centers, and clinics throughout the country of Chile.

As previously reported, on December 16, 2013, we completed a 3.462-for-1 forward split of our Common Stock in the form of a dividend, with the result that the 6,350,000 shares of Common Stock outstanding immediately prior to the stock split became 21,983,700 shares of Common Stock outstanding immediately thereafter. All share and per share numbers in this Report relating to our Common Stock have been adjusted to give effect to this stock split, unless otherwise stated.

Also as previously reported, on December 18, 2013, (i) we changed our name to Ekso Bionics Holdings, Inc., and (ii) we increased our authorized capital stock from 75,000,000 shares of common stock, par value $0.001, to 500,000,000 shares of common stock, par value $0.001 (the "Common Stock"), and 10,000,000 shares of "blank check" preferred stock, par value $0.001.

On January 15, 2014, our wholly owned subsidiary, Ekso Acquisition Corp., a corporation formed in the State of Delaware on January 3, 2014 ("Acquisition Sub") merged (the "Merger") with and into Ekso Bionics, Inc., a corporation incorporated in the State of Delaware on January 19, 2005 ("Ekso Bionics"). Ekso Bionics™ was the surviving corporation in the Merger and became our wholly owned subsidiary. All of the outstanding Ekso Bionics stock was converted into shares of our Common Stock, as described in more detail below.

In connection with the Merger and pursuant to the Split-Off Agreement (defined below), we transferred our pre-Merger assets and liabilities to our pre-Merger majority stockholders, in exchange for the surrender by them and cancellation of 17,483,100 shares of our Common Stock. See Item 2.01, "Split-Off" below.

As a result of the Merger and Split-Off, we discontinued our pre-Merger business and acquired the business of Ekso Bionics, and will continue the existing business operations of Ekso Bionics as a publicly-traded company under the name Ekso Bionics Holdings, Inc.

Also on January 15, 2014, we closed a private placement offering (the "PPO") of 20,580,000 Units of our securities, at a purchase price of $1.00 per Unit, each Unit consisting of one share of the our Common Stock and a warrant to purchase one share of Common Stock at an exercise price of $2.00 per share and with a term of five years (the "PPO Warrants"). Additional information concerning the PPO and PPO Warrants is presented below under Item 2.01, "Merger and Related Transactions—the PPO" and "Description of Securities," and Item 3.02, "Unregistered Sales of Equity Securities."

In accordance with "reverse merger" accounting treatment, our historical financial statements as of period ends, and for periods ended, prior to the Merger will be replaced with the historical financial statements of Ekso Bionics prior to the Merger in all future filings with the SEC.

Also on January 15, 2014, we changed our fiscal year from a fiscal year ending on March 31 of each year, which was used in our most recent filing with the SEC, to one ending on December 31 of each year, which is the fiscal year end of Ekso Bionics. The report covering the transition period will be filed on Form 10-K as of and for the transition period ended September 30, 2013.

As used in this Current Report henceforward, unless otherwise stated or the context clearly indicates otherwise, the terms the "Company," the "Registrant," "we," "us," and "our" refer to Ekso Bionics Holdings, Inc., incorporated in Nevada, after giving effect to the Merger and the Split-Off.

This Current Report contains summaries of the material terms of various agreements executed in connection with the transactions described herein. The summaries of these agreements are subject to, and are qualified in their entirety by, reference to these agreements, which are filed as exhibits hereto and incorporated herein by reference.

This Current Report is being filed in connection with a series of transactions consummated by the Company and certain related events and actions taken by the Company.

This Current Report responds to the following Items in Form 8-K:

Item 1.01. Entry into a Material Definitive Agreement

Item 2.01. Completion of Acquisition or Disposition of Assets

Item 3.02. Unregistered Sales of Equity Securities

Item 4.01. Changes in Registrant's Certifying Accountant

Item 5.01. Changes in Control of Registrant

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

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

Item 5.06. Change in Shell Company Status

Item 9.01. Financial Statements and Exhibits

Prior to the Merger, we were a "shell company" (as such term is defined in Rule 12b-2 under the Securities Exchange Act of 1934, as amended (the "Exchange Act")). As a result of the Merger, we have ceased to be a shell company. The information contained in this Current Report, together with the information contained in our Annual Report on Form 10-K for the fiscal year ended March 31, 2013, and our subsequent Quarterly Reports on Form 10-Q and Current Reports on Form 8-K, as filed with the SEC, constitute the current "Form 10 information" necessary to satisfy the conditions contained in Rule 144(i)(2) under the Securities Act of 1933, as amended (the "Securities Act").

Item 1.01 Entry into a Material Definitive Agreement

The information contained in Item 2.01 below relating to the various agreements described therein is incorporated herein by reference.

Item 2.01 Completion of Acquisition or Disposition of Assets

THE MERGER AND RELATED TRANSACTIONS

Merger Agreement

On January 15, 2014 (the "Closing Date"), the Company, Acquisition Sub and Ekso Bionics entered into an Agreement and Plan of Merger and Reorganization (the "Merger Agreement"), which closed on the same date. Pursuant to the terms of the Merger Agreement, Acquisition Sub merged with and into Ekso Bionics, which was the surviving corporation and thus became our wholly-owned subsidiary.

Pursuant to the Merger, we acquired the business of Ekso Bionics to design, develop and commercialize human exoskeletons to augment human strength, endurance and mobility.

At the closing of the Merger:

- each of the 10,450,500 shares of Ekso Bionics' common stock issued and outstanding immediately prior to the closing of the Merger was converted into 1.5238 shares of our Common Stock;
- each of the 4,624,840 shares of Ekso Bionics' Series A preferred stock issued and outstanding immediately prior to the closing of the Merger was converted into 1.6290 shares of our Common Stock; and
- each of the 9,800,087 shares of Ekso Bionics' Series A-2 and Series B preferred stock issued and outstanding immediately prior to the closing of the Merger was converted into 1.9548 shares of our Common Stock.

As a result, an aggregate of 42,615,546 shares of our Common Stock were issued to the holders of Ekso Bionics' stock.

In addition, pursuant to the Merger Agreement:

- warrants to purchase 407,772 shares of Ekso Bionics' common stock issued and outstanding immediately prior to the closing of the Merger were converted into warrants to purchase shares of our Common Stock at a conversion ratio of 1.5238 for one; and
- options to purchase 4,978,645 shares of Ekso Bionics' common stock issued and outstanding immediately prior to the closing of the Merger were converted into options to purchase shares of our Common Stock at a conversion ratio of 1.5238 for one.

As a result, warrants to purchase an aggregate of 621,363 shares of our Common Stock and options to purchase an aggregate of 7,586,459 shares of our Common Stock were issued in connection with the Merger. See "Description of Securities—Warrants" and "—Options" below for more information.

The Merger Agreement contained customary representations and warranties and pre- and post-closing covenants of each party and customary closing conditions. Breaches of the representations and warranties will be subject to certain indemnification provisions. Each of the stockholders of Ekso Bionics as of the date of the Merger will initially receive in the Merger 95% of the shares to which each such stockholder is entitled, with the remaining 5% of such shares being held in escrow for one year to satisfy post-closing claims for indemnification by the Company ("Indemnity Shares"). Any of the Indemnity Shares remaining in escrow at the end of such one-year period shall be distributed to the pre-Merger stockholders of Ekso Bionics on a pro rata basis. The Merger Agreement also contains a provision providing for a post-Merger share adjustment as a means for which claims for indemnity may be made by the pre-Merger stockholders of Ekso Bionics. Pursuant to this provision up to 1,000,000 additional shares ("R&W Shares") of Common Stock may be issued to the pre-Merger stockholders of Ekso, pro rata, during the one-year period following the Merger for breaches of representations and warranties by the Company. The value of the Indemnity Shares and the R&W Shares issued pursuant to the foregoing adjustment mechanisms is fixed at $1.00 per share. The foregoing mechanisms are the exclusive remedies of the Company on one hand and the pre-Merger stockholders of Ekso Bionics for satisfying indemnification claims under the Merger Agreement.

The Merger will be treated as a recapitalization of the Company for financial accounting purposes. Ekso Bionics will be considered the acquirer for accounting purposes, and our historical financial statements before the Merger will be replaced with the historical financial statements of Ekso Bionics before the Merger in all future filings with the SEC.

The Merger is intended to be treated as a tax-free reorganization under Section 368(a) of the Internal Revenue Code of 1986, as amended.

The issuance of shares of our Common Stock to holders of Ekso Bionics' capital stock in connection with the Merger was not registered under the Securities Act, in reliance upon the exemption from registration provided by Section 4(2) of the Securities Act, which exempts transactions by an issuer not involving any public offering, and Regulation D promulgated by the SEC under that section. These securities may not be offered or sold in the United States absent registration or an applicable exemption from the registration requirement, and some of these securities are subject to further contractual restrictions on transfer as described below.

We also agreed not to register under the Securities Act the resale of the shares of our Common Stock received in the Merger by our officers, directors and key employees and holders of 10% or more of our Common Stock for a period of two years following the closing of the Merger, provided that the foregoing will not prohibit us from registering for resale shares of Common Stock held by such persons with the written approval of the lead underwriter of any underwritten public offering of our securities for gross proceeds of at least $25 million.

The form of the Merger Agreement is filed as an exhibit to this Report. All descriptions of the Merger Agreement herein are qualified in their entirety by reference to the text thereof filed as an exhibit hereto, which is incorporated herein by reference.

Split-Off

Upon the closing of the Merger, under the terms of a split-off agreement and a general release agreement, the Company transferred all of its pre-Merger operating assets and liabilities to its wholly-owned special-purpose subsidiary, PN Med Split Off Corp, a Delaware corporation ("Split-Off Subsidiary"), formed on January 7, 2014. Thereafter, pursuant to the split-off agreement, the Company transferred all of the outstanding shares of capital stock of Split-Off Subsidiary to Pedro Perez Niklitschek and Miguel Molina Urra, the pre-Merger majority stockholders of the Company, and the former officers and sole director of the Company (the "Split-Off"), in consideration of and in exchange for (i) the surrender and cancellation of an aggregate of 17,483,100 shares of our Common Stock held by Messrs. Perez Niklitschek and Molina Urra (which were cancelled and will resume the status of authorized but unissued shares of our Common Stock) and (ii) certain representations, covenants and indemnities. All descriptions of the split-off agreement and the general release agreement herein are qualified in their entirety by reference to the text thereof filed as exhibits hereto, which are incorporated herein by reference.

The Bridge Financing

In November 2013, Ekso Bionics offered and sold in a private placement to accredited investors $5,000,000 principal amount of its senior subordinated secured convertible notes (the "Bridge Notes"). The Bridge Notes bore interest at 10% per annum and were payable on July 15, 2014, subject to earlier conversion as described below.

Interest on the Bridge Notes would have been payable at maturity; however, upon conversion of the Bridge Notes as described below, accrued interest was forgiven. The Bridge Notes were secured by a second priority security interest on all of the assets of Ekso Bionics and its subsidiary, subject to certain limited exceptions. This security interest terminated upon conversion of the Bridge Notes.

Upon the closing of the Merger and the PPO, the outstanding principal amount of the Bridge Notes was automatically converted into Units of our securities (as described below under "The PPO") at a conversion price of $1.00 per Unit, and investors in the Bridge Notes received a warrant to purchase a number of shares of Common Stock equal to 50% of the number of shares of Common Stock contained in the Units into which the Bridge Notes were converted, at an exercise price of $1.00 per share for a term of three years (the "Bridge Warrants"). The Bridge Warrants have weighted average anti-dilution protection, subject to customary exceptions. See "Description of Securities – Warrants" below.

In connection with the sale of the Bridge Notes, Ekso Bionics paid to Gottbetter Capital Markets, LLC (the "Placement Agent"), a registered broker-dealer, cash commissions of 10% of funds raised and issued to it warrants to purchase a number of shares of our Common Stock equal to 10% of the number of shares of Common Stock into which Bridge Notes would convert at the closing of the Merger and PPO, with an exercise price per share of $1.00 and a term of five years ("Bridge Agent Warrants"). The Bridge Agent Warrants have weighted average anti-dilution protection, subject to customary exceptions. See "Description of Securities—Warrants" below.

The Placement Agent and its sub-agents were paid an aggregate commission of $500,000 and were issued Bridge Agent Warrants to purchase an aggregate of 500,000 shares of our Common Stock. We also reimbursed the Placement Agent $25,000 for its legal and other expenses incurred in connection with the Bridge Financing.

We agreed to indemnify the Placement Agent and its sub-agents to the fullest extent permitted by law, against certain liabilities that may be incurred in connection with the Bridge Notes, including certain civil liabilities under the Securities Act, and, where such indemnification is not available, to contribute to the payments the placement agents and its sub-agents may be required to make in respect of such liabilities.

All descriptions of the Bridge Warrants and the Bridge Agent Warrants herein are qualified in their entirety by reference to the text thereof filed as exhibits hereto, which are incorporated herein by reference.

The Private Placement Offering

Concurrently with the closing of the Merger and in contemplation of the Merger, we held a closing of our PPO in which we sold 20,580,000 Units (including Units issued upon conversion of the Bridge Notes as described above) of our securities, at a purchase price of $1.00 per Unit, each Unit consisting of one share of our Common Stock and a PPO Warrant. In addition, as a result of the foregoing, we issued to the holders of the Bridge Notes prior to the merger Bridge Warrants to purchase 2,500,000 shares of our Common Stock.

Investors in the Units have weighted average anti-dilution protection with respect to the shares of Common Stock included in the Units if within 24 months after the final closing of the PPO the Company shall issue additional shares of Common Stock or Common Stock equivalents (subject to customary exceptions, including but not limited to issuances of awards under the Company's 2014 Plan (as defined below)) for consideration per share less than $1.00. The PPO Warrants have weighted average anti-dilution protection, subject to customary exceptions. The aggregate gross proceeds of the PPO were $20,580,000 (including the aggregate principal amount of Bridge Notes converted and before deducting placement agent fees and expenses of the offering estimated at approximately $ 2,877,000).

The PPO was exempt from registration under Section 4(2) of the Securities Act of 1933, as amended (the "Securities Act"), in reliance upon the exemption provided by Regulation D promulgated by the SEC thereunder. The PPO was sold to "accredited investors," as defined in Regulation D, and was conducted on a "best efforts" basis.

The closing of the PPO and the closing of the Merger were conditioned upon each other.

In connection with the PPO, we agreed to pay the Placement Agent a cash commission of 10% (or 2% in the case of certain named investors) of the gross proceeds raised from investors in the PPO. In addition, the Placement Agent received warrants to purchase a number of shares of Common Stock equal to 10% (or 2% in the case of certain named investors) of the number of shares of Common Stock included in the Units sold in the PPO, with a term of five (5) years and an exercise price of $1.00 per share (the "PPO Agent Warrants"). The PPO Agent Warrants have weighted average anti-dilution protection, subject to customary exceptions. In addition, we agreed to pay the Placement Agent an additional cash commission of 5% of funds received by the Company from the exercise of Bridge Warrants and PPO Warrants resulting from any future solicitation of the exercise of such warrants by the Company. Any sub-agent of the Placement Agent that introduced investors to the PPO was entitled to share in the cash fees and warrants attributable to those investors as described above.

As a result of the foregoing, the Placement Agent and its sub-agents were paid an aggregate commission of $1,558,000 (not including the commission paid in connection with the sale of the Bridge Notes) and were issued PPO Agent Warrants to purchase an aggregate of 1,558,000 shares of our Common Stock. We were also required to reimburse the Placement Agent $17,500 of legal expenses incurred in connection with the PPO.

We agreed to indemnify the Placement Agent and its sub-agents to the fullest extent permitted by law, against certain liabilities that may be incurred in connection with the PPO, including certain civil liabilities under the Securities Act, and, where such indemnification is not available, to contribute to the payments the placement agents and its sub-agents may be required to make in respect of such liabilities.

All descriptions of the PPO Warrants and the PPO Agent Warrants herein are qualified in their entirety by reference to the text thereof filed as exhibits hereto, which are incorporated herein by reference.

Registration Rights

In connection with the PPO, we entered into a Registration Rights Agreement, pursuant to which we have agreed that promptly, but no later than 90 calendar days from the final closing of the PPO, the Company will file a registration statement with the SEC (the "Registration Statement") covering (a) the shares of Common Stock issued in the PPO (including those issued upon conversion of the Bridge Notes), (b) the shares of Common Stock issuable upon exercise of the Bridge Warrants, (c) the shares of Common Stock issuable upon exercise of the PPO Warrants, and (d) the shares of Common Stock underlying Bridge Agent Warrants and PPO Agent Warrants (the "Registrable Shares"). The Company shall use its commercially reasonable efforts to ensure that such Registration Statement is declared effective within 180 calendar days of filing with the SEC. If the Company is late in filing the Registration Statement or if the Registration Statement is not declared effective within 180 days of filing with the SEC, liquidated damages payable by the Company to the holders of Registrable Shares (but excluding shares of Common Stock underlying Bridge Agent Warrants and PPO Agent Warrants) that have not been so registered will commence to accrue and cumulate at a rate equal to 1.00% of the Offering Price per share for each full month that (i) the Company is late in filing the Registration Statement or (ii) the Registration Statement is late in being declared effective by the SEC; provided, however, that in no event shall the aggregate of any such liquidated damages exceed 8% of the PPO offering price per share. No liquidated damages will accrue with respect to any Registrable Shares removed from the Registration Statement in response to a comment from the staff of the SEC limiting the number of shares of Common Stock which may be included in the Registration Statement (a "Cutback Comment") or after the shares may be resold under Rule 144 under the Securities Act or another exemption from registration under the Securities Act.

The Company must keep the Registration Statement "evergreen" for one year from the date it is declared effective by the SEC or until Rule 144 is available to the holders of Registrable Shares who are not and have not been affiliates of the Company with respect to all of their registrable shares, whichever is earlier.

The holders of Registrable Shares (including any shares of Common Stock removed from the Registration Statement as a result of a Cutback Comment) (but not holders of the shares issued to the stockholders of Ekso Bionics in consideration for the Merger) shall have "piggyback" registration rights for such Registrable Shares with respect to any registration statement filed by the Company following the effectiveness of the Registration Statement that would permit the inclusion of such shares.

We will pay all expenses in connection with any registration obligation provided in the registration Rights Agreement, including, without limitation, all registration, filing, stock exchange fees, printing expenses, all fees and expenses of complying with applicable securities laws, and the fees and disbursements of our counsel and of our independent accountants. Each investor will be responsible for its own sales commissions, if any, transfer taxes and the expenses of any attorney or other advisor such investor decides to employ.

All descriptions of the Registration Rights Agreement herein are qualified in their entirety by reference to the text thereof filed as an exhibit hereto, which is incorporated herein by reference.

2014 Equity Incentive Plan

Before the Merger, our Board of Directors adopted, and our stockholders approved, our 2014 Equity Incentive Plan (the "2014 Plan"), which provides for the issuance of incentive awards of up to 14,410,000 shares of our Common Stock to officers, key employees, consultants and directors. In connection with the Merger, options to purchase an aggregate of 7,586,459 shares of our Common Stock were issued under the 2014 Plan as described above. See "Market Price of and Dividends on Common Equity and Related Stockholder Matters - Securities Authorized for Issuance under Equity Compensation Plans" below for more information about the 2014 Plan and the outstanding stock options.

On the closing of the Merger, our Board granted to our officers and directors options to purchase an aggregate of 2,300,000 shares of our Common Stock under the 2014 Plan. See "Description of Securities—Options" below for additional information about these awards.

Departure and Appointment of Directors and Officers

Our Board of Directors currently consists of five members. On the Closing Date, Pedro Perez Niklitschek, our sole director before the Merger, resigned his position as a director, and Steven Sherman (Chairman), Nathan Harding, Daniel Boren, Marilyn Hamilton and Jack Peurach were appointed to the Board of Directors.

Also on the Closing Date, Mr. Perez Niklitschek, our Chief Executive Officer, President and Treasurer before the Merger, and Miguel Molina Urra, our Secretary before the Merger, resigned from these positions, and Nathan Harding was appointed as our Chief Executive Officer and President, Max Scheder-Bieschin was appointed as our Chief Financial Officer and Treasurer, Russ Angold was appointed as our Chief Technology Officer, and Frank Moreman was appointed as our Chief Operating Officer by the Board.

See "Management – Directors and Executive Officers" below for information about our new directors and executive officers.

Lock-up Agreements and Other Restrictions

In connection with the Merger, each of our executive officers and directors named above and each person holding 10% or more of our Common Stock after giving effect to the Merger, the Split-Off and the PPO (the "Restricted Holders"), holding at that date in the aggregate 19,021,337 shares of our Common Stock, entered into agreements (the "Lock-Up and No Shorting Agreements"), whereby they are restricted for a period of 24 months after the Merger from certain sales or dispositions of shares of our Common Stock held by them immediately after the Merger, except in certain limited circumstances.

Further, for a period of 24 months after the Merger, each Restricted Holder has agreed in the Lock-Up and No Shorting Agreements to be subject to restrictions on engaging in certain transactions, including effecting or agreeing to effect short sales, whether or not against the box, establishing any "put equivalent position" with respect to our Common Stock, borrowing or pre-borrowing any shares of our Common Stock, or granting other rights (including put or call options) with respect to our Common Stock or with respect to any security that includes, relates to or derives any significant part of its value from our Common Stock, or otherwise seeks to hedge his position in our Common Stock.

We agreed with each Restricted Holder that, except in certain limited circumstances, we would not register for resale any of the shares of our Common Stock received by stockholders of Ekso Bionics in exchange for their shares of Ekso Bionics' common stock pursuant to the Merger (the "Merger Shares") unless we offer the Restricted Holders the opportunity to include the shares they received in the Merger in such registration statement on a *pari passu* basis with the other Merger Shares.

Pro Forma Ownership

Immediately after giving effect to (i) the Merger and (ii) the cancellation of 17,483,100 shares in the Split-Off, and (iii) the closing of the PPO, there were 67,946,146 issued and outstanding shares of our Common Stock, as follows:

- the stockholders of Ekso Bionics prior to the Merger hold 42,615,546 shares of our Common Stock;
- the stockholders of the Company prior to the Merger hold 4,500,600 shares of our Common Stock;
- the investors in the Bridge Notes and the PPO hold 20,580,000 shares of our Common Stock; and
- a consultant was issued 250,000 shares of our Common Stock.

In addition,

- investors in the Bridge Notes hold Bridge Warrants to purchase 2,500,000 shares of our Common Stock;
- investors in the PPO hold PPO Warrants to purchase 20,580,000 shares of our Common Stock;
- the Placement Agent and its sub-agents hold:
    - Bridge Agent Warrants to purchase 500,000 shares of our Common Stock; and
    - PPO Agent Warrants to purchase 1,558,000 shares of our Common Stock;
- holders of warrants to purchase Ekso Bionics common stock prior to the Merger hold warrants to purchase 621,363 shares of Common Stock;
- warrants to purchase an additional 225,000 shares of our Common Stock are held Ekso Bionics' prior lender; and
- the 2014 Plan authorizes issuance of up to 14,410,000 shares of our Common Stock as incentive awards to executive officers, key employees, consultants and directors; options to purchase 9,886,459 shares of Common Stock have been granted under the 2014 Plan, including options to purchase 7,586,459 shares held by holders of options to purchase Ekso Bionics common stock prior to the merger.

We agreed in the Merger Agreement that in the event that the aggregate gross proceeds of the PPO (including the principal of the Bridge Notes) exceed $20,000,000, we will issue to the pre-Merger Company stockholders, pro rata, a number of restricted shares of our Common Stock such that the aggregate ownership of the pre-Merger Company stockholders (not including any shares of Common Stock purchased by them in the PPO) remains approximately 6.8% of our outstanding Common Stock as of the time of the Merger. As of the date hereof, we are obligated to issue such persons an aggregate of 70,584 shares of Common Stock.

No other securities convertible into or exercisable or exchangeable for our Common Stock are outstanding.

Our Common Stock is quoted on the OTC Markets (OTCQB) under the symbol "EKSO."

Accounting Treatment; Change of Control

The Merger is being accounted for as a "reverse merger," and Ekso Bionics is deemed to be the acquirer in the reverse merger. Consequently, the assets and liabilities and the historical operations that will be reflected in the financial statements prior to the Merger will be those of Ekso Bionics and will be recorded at the historical cost basis of Ekso Bionics, and the consolidated financial statements after completion of the Merger will include the assets and liabilities of Ekso Bionics, historical operations of Ekso Bionics and operations of the Company and its subsidiaries from the closing date of the Merger. As a result of the issuance of the shares of our Common Stock pursuant to the Merger, a change in control of the Company occurred as of the date of consummation of the Merger. Except as described in this Current Report, no arrangements or understandings exist among present or former controlling stockholders with respect to the election of members of our Board of Directors and, to our knowledge, no other arrangements exist that might result in a change of control of the Company.

We continue to be a "smaller reporting company," as defined under the Exchange Act, following the Merger. We believe that as a result of the Merger we have ceased to be a "shell company" (as such term is defined in Rule 12b-2 under the Exchange Act).

DESCRIPTION OF BUSINESS

Immediately following the Merger, the business of Ekso Bionics^{TM} became our business. Ekso Bionics was formed to design, develop and commercialize wearable robots, or "exoskeletons," that have a variety of applications in the medical, military, industrial, and consumer markets.

History

As described above, we were incorporated in Nevada as PN Med Group Inc. on January 30, 2012. Our original business was to distribute medical supplies and equipment to municipalities, hospitals, pharmacies, care centers, and clinics throughout the country of Chile. Prior to the Merger, our Board determined to discontinue operations in this area and to seek a new business opportunity. As a result of the Merger, we have acquired the business of Ekso Bionics and its subsidiary.

Our authorized capital stock currently consists of 500,000,000 shares of Common Stock, par value $0.001, and 10,000,000 shares of "blank check" preferred stock, par value $0.001. Our Common Stock is quoted on the OTC Markets (OTCQB) under the symbol "EKSO."

Our principal executive offices are located at 1414 Harbour Way South, Suite 1201, Richmond, California 94804, USA. Our telephone number is 1-510-984-1761. Our website address is www.eksobionics.com.

Ekso Bionics was incorporated on January 19, 2005, under the laws of the State of Delaware, to design, develop, and commercialize exoskeletons to augment human strength, endurance and mobility. Since its inception, Ekso Bionics has achieved several significant milestones:

- In 2006, Ekso Bionics designed and sold the first practical human exoskeleton.

- In 2009, Ekso Bionics signed its first agreement with Lockheed Martin Corporation ("Lockheed") establishing the companies' collaborative partnership to ruggedize and commercialize an exoskeleton for military and other able-bodied applications.

- In February 2012, we sold our first exoskeleton suit for medical applications, called Ekso™, for use by complete spinal cord injured ("SCI") patients at rehabilitation centers.

- In July 2013, Ekso Bionics delivered a key technology upgrade for Ekso called Variable Assist, expanding the potential user population by adding utility for incomplete SCI patients, stroke patients and patients with related neurological disorders who can benefit from gait rehabilitation.

- In December 2013, we delivered our first Ekso GT, a new generation Ekso with added hardware and software functionality, including Variable Assist.

Overview

Ekso Bionics is designing, developing and commercializing wearable robots, or "human exoskeletons," that have a variety of potential applications in the medical, military, industrial, and consumer markets. Our exoskeletons are ready-to-wear, battery-powered devices that are strapped over the user's clothing, enabling individuals with neurological conditions affecting gait (e.g., spinal cord injury or stroke) to walk again; permitting soldiers to carry heavy loads for long distances while mitigating lower back, knee, and ankle injuries; and allowing industrial workers to perform heavy duty work for extended periods.

Ekso Bionics is currently focusing primarily on medical applications for people with lower extremity weakness or paralysis. Our products have been listed with the U.S. Food and Drug Administration ("FDA") and have received a CE Mark (indicating compliance with European Union legislation). We have sold over 40 devices to rehabilitation centers and individual users for rehabilitation since February 2012. We also have a collaborative partnership with Lockheed to develop products for able-bodied exoskeleton applications.

Ekso Bionics is at a key point in the growth of its business. We intend to further penetrate the medical market and to begin to penetrate the military and industrial markets over the next several years.

Based on technology initially developed by an engineering team from the University of California, Berkeley, Ekso Bionics' devices employ a number of proprietary, advanced robotics technologies.

Ekso Bionics' Medical Technology

The Company's most current product, the Ekso GT™, is a wearable bionic suit that provides individuals with spinal cord injuries and other lower-extremity paralysis or weakness the ability to stand and walk over ground with a full weight-bearing, reciprocal gait using a cane, crutches or a walker under the supervision of a physical therapist. Walking is achieved by the shifting of the user's body to activate sensors in the device that initiate steps. Battery-powered motors drive the legs, replacing deficient neuromuscular function. First-time users can expect to walk with aid from the device the first time they put on the Ekso exoskeleton, while an experienced user can transfer to or from their wheelchair and don or remove Ekso in less than five minutes.

By allowing individuals with spinal cord injuries to stand and walk in a full weight-bearing setting, we believe the Ekso exoskeleton offers potential healthcare benefits that may reduce post-injury medical costs through reduction in secondary complications such as pressure sores, urinary tract infections, bowel problems, pneumonia and other respiratory issues, bone loss/osteoporosis, cardiovascular disease and psychological disorders. For people with some motor ability intact (for example, after a stroke or an incomplete spinal cord injury), Ekso offers the potential to help them re-learn to walk again by teaching them proper step patterns and weight shifts using a task-based platform.

Ekso Bionics' Engineering Services

In addition to the design, development and commercialization of exoskeletons for medical applications, Ekso Bionics performs research and development work on human exoskeletons and related technologies paid for by grant funding, by collaboration partners such as Lockheed, or by engineering services customers such as the U.S. military.

In addition to furthering exoskeleton technology into markets outside Ekso Bionics' current medical applications, this work has potential applications in future models of the Ekso human exoskeleton. Many of the research projects funded by grants are focused on researching future medical applications and capabilities not yet ready for commercial development. Other projects, often funded by commercial partners or the U.S. military, focus on able-bodied human exoskeleton applications. One such development project is the HULC® (Human Universal Load Carrier), a robotic exoskeleton designed for Lockheed and potential military applications to augment strength and endurance, allowing users to carry up to 200 pounds over long distances and rough terrain. Similarly, industrial models that Ekso Bionics is developing are intended to increase an individual's workload, endurance and efficiency, allowing workers to carry heavy objects for much longer. The goal of these technologies is to increase worker productivity while at the same time helping to prevent employee injuries. Both the HULC and our other industrial exoskeleton products are in the developmental stage.

To date, the majority of our engineering services revenue has been in the form of grants. The Company currently has five grants underway, representing approximately $3.225 million in total funding. Grantors include the U.S. National Science Foundation, the U.S. Defense Advanced Research Projects Agency (DARPA), and the U.S. Department of Defense.

The Technology

Ekso Bionics has established an extensive intellectual property ("IP") portfolio that includes seven issued patents, 12 pending patents and 11 provisional patent filings in the U.S., some of which are owned either solely by or jointly with the University of California, as further described below. Many of these have also been filed internationally as appropriate for their respective subject matter and have begun to issue. Ekso Bionics' patent portfolio includes product and method type claims, since the devices that Ekso Bionics produces and the processes performed by those devices are patentable. Our patents encompass technologies relevant to our devices, including medical exoskeletons, commercial exoskeletons, actuators, and strength-enhancing exoskeletons. The earliest priority date of the portfolio reaches back to 2003, and new applications continue to be filed.

Two license agreements and one amendment constitute the licenses from the University of California for various patents and applications relevant to the business of Ekso Bionics. The table below indicates the cross section of patents by issuing status and license status.

License Status	Issuing Status		
	Issued	In Prosecution	Provisional
Owned by University of California, exclusively licensed to Ekso Bionics	6	-	-
Co-owned with University of California, exclusively licensed to Ekso Bionics	1	3	-
Co-owned with University of California	-	3	-
Sole ownership by Ekso Bionics	-	6	11
Total: 30	7	12	11

The exclusive license with the Regents of the University of California ("RUC") consists of two agreements and one amendment covering ten patent cases, seven of which have issued and three of which remain in prosecution (the "RUC License Agreements"). Inventions covered by a further three patent applications are co-owned by Ekso Bionics and RUC, with no license agreement between Ekso Bionics and RUC. As a result, RUC may license its rights in these patents to a third party. With respect to two of these co-owned patent applications, RUC has licensed their rights in the U.S. to an unrelated third party. The third patent application will need to be fully prosecuted before it can be determined which claims are exclusive to us (through a previous license) and which claims RUC may license to other entities. The RUC License Agreements provide Ekso Bionics the right to grant sub-licenses. We believe that the breadth of the coverage across various bionic systems and technologies, together with our freedom to grant sub-licenses under the RUC License Agreements gives us the potential to generate licensing revenue in fields outside our present areas of commercialization. Pursuant to the RUC License Agreements, Ekso Bionics initially paid RUC consideration consisting of $5,000 in cash and 310,400 common shares of Ekso Bionics, and is also committed to pay a 1% royalty on sales, including sales generated by sublicenses. We do not pay royalties to RUC on products sold or to be resold to the U.S. government.

A remaining 17 cases are solely owned by Ekso Bionics. In some cases, as a result of government funding received by Ekso Bionics, the patents have a government use license, granting the U.S. government a non-exclusive, non-transferable, irrevocable, paid-up license for use of the inventions for or on behalf of the U.S. government, as is typical in the case of government sponsored research.

Ekso in the Medical Market

Ekso is a robotic exoskeleton, or wearable robot, used in the medical market to enable individuals living with lower extremity paralysis or weakness, due such neurological conditions as stroke or spinal cord injury, to stand and walk over ground with a full weight-bearing, reciprocal gait under the supervision of a physical therapist. The suit is strapped over the users´ clothing, accommodates a wide range of patient sizes and clinical presentations, and is currently used primarily in a clinic or rehabilitation setting. With medical clearance, the suit typically facilitates walking for individuals who are non- or pre-ambulatory post-stroke, or with up to C7 (cervical spinal nerve 7) complete or any level of incomplete SCI.

For those with medical clearance and who pass a physical examination, first-time users can expect to walk in Ekso in their first session, and we expect that an experienced user can transfer to/from their wheelchair and don or doff the Ekso in less than five minutes. Walking is achieved by the user shifting his or her weight to activate sensors in the device that initiate the steps, or with the push of a button on a handheld user interface. Battery-powered motors drive the legs, replacing deficient neuromuscular function.

For people with complete paralysis from a spinal cord injury, for example, walking in Ekso provides the powerful benefit of seeing the world eye-to-eye again and we believe may facilitate the reduction of complications commonly associated with life in a wheelchair, such as bowel and bladder dysfunction, loss of bone density, muscle spasticity, neuropathic pain and pressure sores. For patients with some motor ability intact (for example after a stroke or an incomplete spinal cord injury), Ekso may help them re-learn proper step patterns and weight shifts using a task-based platform, which we believe could be important for people who have the potential to re-learn to walk.

In 2012 Ekso Bionics delivered its first robotic exoskeleton for medical and rehabilitation purposes to Craig Hospital, a world-renowned institution in Denver, Colorado, that specializes in the neuro-rehabilitation and research of patients with SCI and traumatic brain injury ("TBI"). By the end of 2013, Ekso Bionics had achieved two major Ekso software upgrades as well as two hardware upgrades. Among these advancements, our new Variable Assist software provides the ability for patients with any amount of lower extremity strength to contribute their own power from either leg to achieve self-initiated walking. The amount of assistance Ekso provides can be set to provide a specific amount of power, or to allow the Ekso to dynamically adjust to the patient's needs in real-time in order to follow the patient's progression with his or her rehabilitation.

Medical Market Strategy

Our initial go-to-market strategy in the medical market was to establish proof of concept and credibility among thought leaders and renowned rehabilitation centers specializing in SCI across the U.S. and Europe, and to initiate preliminary studies on safety and efficacy. In this early phase of technology diffusion, the first two generations of the Ekso robotic exoskeleton provided full power assistance to facilitate walking for individuals with as much as complete lower extremity paralysis, and the clinical focus was primarily spinal cord injury.

Our second, and current, go-to-market strategy in the medical market is to broaden the addressable market and drive deeper adoption among the neurorehabilitation community by adding more utility to the Ekso robotic exoskeleton as a technology platform. Advancements in both software and hardware are represented in the introduction of Ekso GT™ with Variable Assist. In their pursuit of the best possible outcomes for patients with a wider spectrum of clinical presentations, such as hemiparesis (weakness on one side of the body) after stroke or TBI, therapists now have more opportunities to explore therapeutic interventions and various impacts of patient/technology interaction, and to adjust therapy as the patient regains function. This means the Ekso robotic exoskeleton has the potential to go beyond helping people with paralysis to stand and walk, but also to provide a game-changing tool that may help those with some motor ability intact to learn to walk again.

Once we increase the adoption of Ekso among the medical community in rehabilitation settings, we may seek to develop a device optimized for an individual's personal use, allowing users to perform rehabilitation in their home and to have a mobility option for activities of daily living; however, our exploration of this potential market is in the very early stages.

Potential Market for our Medical Products

Today, primary current and potential customers are SCI and stroke in-patient and outpatient rehabilitation centers in North America and Europe. There are approximately 350 SCI centers in the U.S. According to the National Spinal Cord Injury Statistical Center, there are approximately 12,000 to 14,000 incidences of spinal cord injuries every year in the U.S., and the total U.S. SCI population is approximately 264,000[1]. The Christopher and Dana Reeve Foundation estimates the total U.S. SCI population to be significantly higher, up to 1,200,000[2]. Considering the range of paraplegics and quadriplegics receiving therapy using the Ekso robotic exoskeleton, either by Ekso Bionics or its customers, the Company estimates that approximately 78% of the U.S. SCI population can potentially use an Ekso robotic exoskeleton in such rehabilitation settings. In terms of the market in Europe, the Company estimates that there are approximately 300 SCI centers in Europe.

Additionally, there are approximately 5,700 registered hospitals in the U.S.[3], many of which provide stroke care, and over 1,000 of which are listed as primary stroke centers[4]. There are approximately 800,000 strokes every year in the U.S., of which 650,000 patients survive, and approximately 7,000,000 stroke survivors in the U.S.[5] In terms of the market in Europe, the Company estimates that there are approximately 3,000 hospitals in Europe.

Our goal is to penetrate the rehabilitation centers, hospitals and similar facilities to become an integral part of their neurorehabilitation programs. The Company believes that each facility has the potential to purchase 1-5 units, with the expectation that the useful life – or replacement cycle – of the units will range from 3-5 years in such clinical settings.

During 2014, we expect to deepen our understanding of the proper protocols, and potential benefits, of using Ekso for gait training and rehabilitation, and the corresponding value propositions for our customers. The Company will further investigate the potential for use beyond SCI and stroke, including multiple sclerosis, TBI, amyotrophic lateral sclerosis, Parkinson's and other neurological conditions that inhibit gait. We will also expand sales and marketing efforts beyond North America and Europe through partnering with country/region specific robotic/medical device distributors. See "Current Sales and Marketing Efforts" below for more details.

Clinical Research

Ekso Bionics believes an important factor in further technology adoption is demonstrating clinical evidence to support the Ekso for use in rehabilitation, gait training and wellness. There is a compendium of existing studies examining the extra health care costs of SCI patients. These studies calculate the costs of re-hospitalization, secondary complications and quality of life challenges facing such patients.

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1 National Spinal Cord Injury Statistical Center (NSCISC). Spinal cord injury facts and figures at a glance. Birmingham (AL): University of Alabama at Birmingham; 2012 Feb. 2 p. Also available: https://www.nscisc.uab.edu/ PublicDocuments/fact_figures_docs/Facts%202013.pdf

2 The Christopher and Dana Reeve Foundation, Paralysis Facts and Figures. Available http://www.christopherreeve.org/site/c.mtKZKgMWKwG/b.5184255/k.6D74/Prevalence_of_Paralysis.htm

3 The American Hospital Association., Fast Facts on US Hospitals; http://www.aha.org/research/rc/stat-studies/fast-facts.shtml

4 The Joint Commission, Facts about Primary Stroke Center Certification: http://www.jointcommission.org/certification/primary_stroke_centers.aspx

5 National Stroke Association, http://www.stroke.org/site/PageServer?pagename=rehabt

We are eager for further initiation of clinical research that will demonstrate evidence of the health benefits of walking in the Ekso robotic exoskeleton. To that end, some of our early clinical customers are undertaking research to evaluate the use of exoskeletons in general and the Ekso robotic exoskeleton in particular. Centers that have announced publicly that they are undertaking such studies that include the Ekso robotic exoskeleton are: the Kessler Foundation, Santa Clara Valley Medical Center, The Miami Project to Cure Paralysis of the University of Miami, Rehabilitation Institute of Chicago ("RIC"), Glostrup Hospital in Europe; with Kessler, Santa Clara and RIC having already presented initial favorable findings indicating that the device is safe to use[6] and that there are positive results in function with training, increase in oxygen consumption and ventilation. Increased muscle firing in lower leg muscles was also noted, which requires further study[7].

In the much larger area of stroke treatment, Ekso Bionics also plans to build a portfolio of clinical data intended to demonstrate that the Ekso human exoskeleton can allow gait training to occur earlier in the treatment schedule, that it can mobilize much more difficult patients than traditional training, and that it will be an effective gait training device. Though the Company has only recently entered the stroke field (with the release of the Variable Assist upgrade package in July 2013), the two top rehabilitation centers in the United States (according to *US News and World Report* rankings), the Rehabilitation Institute of Chicago and Kessler Foundation, are initiating Ekso human exoskeleton studies in this area. As in the field of spinal cord injury, the field of stroke has a large body of existing research, and there is broad evidence that early mobilization of stroke patients (by traditional manual means) results in lower secondary complications and lower length of stay. Ekso Bionics currently benefits from this existing data by demonstrating to customers that the Ekso human exoskeleton can mobilize more patients earlier, and we are evaluating the feasibility of direct research to link the Ekso directly to such outcomes.

Current Sales and Marketing Efforts

Ekso Bionics historically focused its sales efforts on key SCI centers in the U.S. and Europe. In 2013, the Company began to expand its sales efforts, and today the sales and marketing team consists of:

- Seven direct sales persons (five in the U.S., two in Europe)
- Four distributors (Mexico, Italy, Poland and Turkey)
- Six clinical professionals/physical therapists (four in the U.S., two in Europe)
- Two marketing professionals (one in the U.S. and one in Europe)
- Three customer relations personnel.

The Company plans on continuing to build the sales and marketing team, with a particular emphasis on adding distributors in target markets/countries and on increasing marketing and clinical efforts.

To succeed in the medical market, we believe we need to better address the concerns of a series of stakeholders at each potential customer. These include: the customer's CEO/CFO (vision and economics), Medical/Research Director (moving their field/reputation forward), clinical staff (achieving improved patient outcomes), user groups (improving the well-being of patients) and foundation director (seeking ways to ensure successful and more frequent donor/capital campaigns).

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[6] Kolakowsky-Hayner et al., J Spine 2013, S4.

[7] Gail Forrest, PhD., presented at the Academy of Spinal Cord Injury Professionals (ASCIP), Sept., 2012

The sales cycle to build consensus among these stakeholders and achieve a sale of a device(s) is generally 3 to 12 months. We believe our ability to accelerate the sales cycle and accelerate adoption will also be based, in part, on tour ability to build on our (and our partners') early efforts to expand clinical evidence.

Exoskeleton Technology for Able-Bodied Applications

Ekso Bionics' original exoskeleton technology was an evolution of the RUC technology related to able-bodied augmentation, enabling healthy individuals to carry heavy loads.

The Ekso Bionics' team's original exoskeleton design, called ExoHiker™, was completed in February 2005 and was intended to help hikers carry heavy loads over extended periods of time. The ExoHiker demonstrated load carriage at power consumption levels that were approximately 1,000 times lower than the state-of-the-art human exoskeletons of the time. There was no user interface required to operate the device. Instead, ExoHiker responded to the movements of the person wearing the device. It could be easily strapped on or off, and it had a small handheld LCD display used to configure the device. The ExoHiker weighed approximately 30 pounds and operated at an average speed of 2.5 miles per hour for 42 miles with one 80 watt-hour lithium polymer battery.

ExoHiker evolved into the ExoClimber™, which injected power when ascending stairs and climbing steep slopes. It weighed 50 pounds and could assist the wearer to ascend 600 feet vertically with a 150-pound load. Neither ExoHiker nor ExoClimber was commercialized. The third generation device is called the Human Universal Load Carrier (HULC) and includes hip actuation used to assist the user in swinging his or her legs during walking, even on level ground.

This development of able-bodied, powered and non-powered exoskeletons continues with funding from government grants and engineering contracts for Lockheed and U.S. government customers. Investing in the ongoing development of exoskeleton technology through these non-dilutive forms of funding is intended to help Ekso Bionics remain at the forefront of this nascent bionic robotics technology, working with leaders in complementary fields such as materials, battery and sensor technology.

One of Ekso Bionics' development partners for able-bodied applications is Lockheed, for whom the Company continues to provide research and development services. The Company's collaboration with Lockheed focuses on anthropomorphic exoskeleton technology used to augment the strength and endurance of people. For the commercial (able-bodied) field of use, the Company and Lockheed have co-exclusive rights, with the Company having the right to sub-license technology and Lockheed having the right to sub-license only with our consent. For the government (able-bodied) field of use, Lockheed and the Company have co-exclusive rights to military markets through 2017. So long as certain annual minimum obligations are met, Lockheed will obtain exclusive rights to the government market after 2017.

Since 2008, Lockheed has purchased approximately $6 million in non-recurring engineering services from Ekso Bionics for the further development of the HULC and other exoskeletons. The HULC exoskeleton development continues with Lockheed funding. The most recent demonstration units allow soldiers and other service members to carry up to 200 pounds over long distances and rough terrain. More recently, Lockheed and Ekso Bionics initiated development of a non-powered exoskeleton called MANTIS™. MANTIS is designed to allow industrial workers in a dynamic and unstructured work environment to achieve their tasks with reduced musculoskeletal injuries related to lifting and working with heavy tools. Although the Company believes the MANTIS and similar industrial exoskeletons have the potential to help prevent workforce injuries, improve productivity and over time reduce workmen's compensation and related costs, the Company has invested little of its own resources to date on these efforts. The focus of our work so far has been in building an IP portfolio that will help us enter that market at a future date.

It is important to note that both the HULC and industrial exoskeleton products are in the developmental stage. Nevertheless, Ekso Bionics plans to continue to pursue able-bodied exoskeleton technology and will seek to commercialize products on our own or with partners when and if appropriate

In December 2013, the Company was awarded a twelve-month, $1 million contract by United States Special Operations Command (USSOCOM) to develop design, build, test and deliver a next generation military exoskeleton prototype. The first four milestones relate to the development and delivery of a functional prototype exoskeleton device that significantly reduces the load on users while introducing a negligible metabolic impact and meets other specifications set forth in the agreement. If all four of the prototype milestones are achieved, Ekso will be entitled to payment of approximately $850,000. The final milestone of the project, which would result in a payment to Ekso of approximately $150,000, relates to the submission of a report summarizing testing results and a recommended path forward. This is the first award granted under USSOCOM's TALOS (Tactical Assault Light Operator Suit) project.

Governmental Regulation and Product Approval

U.S. Regulation

Ekso Bionics' medical technology products and operations are subject to regulation by the U.S. Food and Drug Administration ("FDA") and various other federal and state agencies, as well as by foreign governmental agencies. These agencies enforce laws and regulations that govern the development, testing, manufacturing, labeling, advertising, marketing and distribution, and market surveillance of the Company's medical device products.

Under the U.S. Federal Food, Drug, and Cosmetic Act (the "FFDCA"), medical devices are classified into one of three classes — Class I, Class II or Class III — depending on the degree of risk associated with each medical device and the extent of control needed to ensure safety and effectiveness. Our current medical products are categorized as Class I. Class I devices are those for which safety and effectiveness can be assured by adherence to a set of guidelines, which include compliance with the applicable portions of the FDA's Quality System Regulation ("QSR"), facility registration and product listing, reporting of adverse medical events, and appropriate, truthful and non-misleading labeling, advertising, and promotional materials (the "General Controls").

Ekso Bionics actively maintains FDA 21 CFR Part 820 Quality System Regulation and ISO 13485:2003 Quality Management Systems that establish standards for its product design, manufacturing, and distribution processes. Following the introduction of a product, the FDA and foreign agencies engage in periodic reviews of our quality systems, as well as product performance and advertising and promotional materials. These regulatory controls, as well as any changes in FDA policies, can affect the time and cost associated with the development, introduction and continued availability of new products. Where possible, Ekso Bionics anticipates these factors in our product development processes. These agencies possess the authority to take various administrative and legal actions against the Company, such as product recalls, product seizures and other civil and criminal sanctions.

Foreign Regulation

In addition to regulations in the United States, Ekso Bionics will be subject to a variety of foreign regulations governing clinical trials and commercial sales and distribution of our products in foreign countries. Whether or not the Company obtains FDA approval for a product, Ekso Bionics must obtain approval of a product by the comparable regulatory authorities of foreign countries before the Company can commence clinical trials or marketing of the product in those countries. The approval process varies from country to country, and the time may be longer or shorter than that required for FDA approval. The requirements governing the conduct of clinical trials, product licensing, pricing and reimbursement vary greatly from country to country.

The policies of the FDA and foreign regulatory authorities may change and additional government regulations may be enacted which could prevent or delay regulatory approval of our products and could also increase the cost of regulatory compliance. We cannot predict the likelihood, nature or extent of adverse governmental regulation that might arise from future legislative or administrative action, either in the United States or abroad.

Competition

The medical technology, industrial robotics and military equipment industries are characterized by intense competition and rapid technological change. We believe a number of other companies are developing competitive technology and devices for both the medical and able-bodied fields of use, and many of these competitors have significantly more financial and other resources than we possess.

In the medical field, we face competition from companies that are focused on technology for rehabilitation of patients suffering from stroke and related neurological disabilities as well as from companies that focused on SCI. In stroke, Cyberdyne is developing over-ground exoskeletons, and Hocoma, AlterG, Aretech and Reha Technology are selling treadmill-based gait therapies. In SCI, Argo Medical Technologies and Rex Bionics sell over-ground exoskeletons. Parker Hannifin has announced plans to sell over-ground exoskeletons beginning in 2015. In the able-bodied field, Raytheon, Panasonic, Honda and Cyberdyne are each developing some form of exoskeleton for military and industrial applications.

The field of robotic exoskeleton technology remains in infancy. As this field develops, we believe we will face increased competition on the basis of product features, clinical outcomes, price, services and other factors. Our competitive position will depend on multiple, complex factors, including our ability to achieve market acceptance for our products, develop new products, implement production and marketing plans, secure regulatory approvals for products under development and protect our intellectual property. In some instances, competitors may also offer, or may attempt to develop, alternative therapies for disease states that may be delivered without a medical device.

Employees

We employ 44 persons on a full time basis, including five in Europe. The Company currently plans to hire an additional 10 to 15 full time employees within the next three months, whose principal responsibilities will be the support of our sales, manufacturing, marketing, and clinical development activities. Should the Company secure further contracts for engineering services for our government work/clients, we would also have to hire additional engineering personnel.

Description of Properties

Our principal executive offices are currently located at 1414 Harbour Way South, Suite 1201, Richmond, CA 94804, where the Company leases approximately 45,000 square feet. The Company believes this facility is adequate for its current needs, including providing the space and infrastructure to assemble Ekso exoskeletons and to accommodate its development work for able-bodied applications per its current operating plan.

Ekso Bionics does not own any real property.

RISK FACTORS

AN INVESTMENT IN OUR SECURITIES IS HIGHLY SPECULATIVE AND INVOLVES A HIGH DEGREE OF RISK. WE FACE A VARIETY OF RISKS THAT MAY AFFECT OUR OPERATIONS OR FINANCIAL RESULTS AND MANY OF THOSE RISKS ARE DRIVEN BY FACTORS THAT WE CANNOT CONTROL OR PREDICT. BEFORE INVESTING IN THE SECURITIES YOU SHOULD CAREFULLY CONSIDER THE FOLLOWING RISKS, TOGETHER WITH THE FINANCIAL AND OTHER INFORMATION CONTAINED IN THIS REPORT. IF ANY OF THE FOLLOWING RISKS ACTUALLY OCCURS, OUR BUSINESS, PROSPECTS, FINANCIAL CONDITION AND RESULTS OF OPERATIONS COULD BE MATERIALLY ADVERSELY AFFECTED. IN THAT CASE, THE TRADING PRICE OF OUR COMMON STOCK WOULD LIKELY DECLINE AND YOU MAY LOSE ALL OR A PART OF YOUR INVESTMENT. ONLY THOSE INVESTORS WHO CAN BEAR THE RISK OF LOSS OF THEIR ENTIRE INVESTMENT SHOULD CONSIDER AN INVESTMENT IN OUR SECURITIES.

THIS REPORT CONTAINS CERTAIN STATEMENTS RELATING TO FUTURE EVENTS OR THE FUTURE FINANCIAL PERFORMANCE OF OUR COMPANY. PROSPECTIVE INVESTORS ARE CAUTIONED THAT SUCH STATEMENTS ARE ONLY PREDICTIONS AND INVOLVE RISKS AND UNCERTAINTIES, AND THAT ACTUAL EVENTS OR RESULTS MAY DIFFER MATERIALLY. IN EVALUATING SUCH STATEMENTS, PROSPECTIVE INVESTORS SHOULD SPECIFICALLY CONSIDER THE VARIOUS FACTORS IDENTIFIED IN THIS REPORT, INCLUDING THE MATTERS SET FORTH BELOW, WHICH COULD CAUSE ACTUAL RESULTS TO DIFFER MATERIALLY FROM THOSE INDICATED BY SUCH FORWARD-LOOKING STATEMENTS.

If any of the following or other risks materialize, the Company's business, financial condition, and results of operations could be materially adversely affected which, in turn, could adversely impact the value of our Common Stock. In such a case, investors in our Common Stock could lose all or part of their investment.

Prospective investors should consider carefully whether an investment in the Company is suitable for them in light of the information contained in this Report and the financial resources available to them. The risks described below do not purport to be all the risks to which the Company or the Company could be exposed. This section is a summary of certain risks and is not set out in any particular order of priority. They are the risks that we presently believe are material to the operations of the Company. Additional risks of which we are not presently aware or which we presently deem immaterial may also impair the Company's business, financial condition or results of operations.

Risks Related to our Business and the Industry in Which We Operate

We have a limited operating history upon which investors can evaluate our future prospects.

Although Ekso Bionics was incorporated in 2005, it did not sell its first Ekso medical device until recently, in 2012. Therefore, we have limited operating history upon which an evaluation of our business plan or performance and prospects can be made. The business and prospects of the Company must be considered in the light of the potential problems, delays, uncertainties and complications encountered in connection with a newly established business. The risks include, but are not limited to, the possibility that we will not be able to develop functional and scalable products and services, or that although functional and scalable, our products and services will not be economical to market; that our competitors hold proprietary rights that preclude us from marketing such products; that our competitors market a superior or equivalent product; that we are not able to upgrade and enhance our technologies and products to accommodate new features and expanded service offerings; or the failure to receive necessary regulatory clearances for our products. To successfully introduce and market our products at a profit, we must establish brand name recognition and competitive advantages for our products. There are no assurances that the Company can successfully address these challenges. If it is unsuccessful, the Company and its business, financial condition and operating results could be materially and adversely affected.

Given the limited operating history, management has little basis on which to forecast future demand for our products from our existing customer base, much less new customers. The current and future expense levels of the Company are based largely on estimates of planned operations and future revenues rather than experience. It is difficult to accurately forecast future revenues because the business of the Company is new and its market has not been developed. If the forecasts for the Company prove incorrect, the business, operating results and financial condition of the Company will be materially and adversely affected. Moreover, the Company may be unable to adjust its spending in a timely manner to compensate for any unanticipated reduction in revenue. As a result, any significant reduction in revenues would immediately and adversely affect the business, financial condition and operating results of the Company.

The industries in which the Company operates are highly competitive and subject to rapid technological change. If our competitors are better able to develop and market products that are safer, more effective, less costly, easier to use, or are otherwise more attractive, we may be unable to compete effectively with other companies.

The medical technology, industrial robotics and military equipment industries are characterized by intense competition and rapid technological change, and we will face competition on the basis of product features, clinical outcomes, price, services and other factors. Competitors may include large medical device and other companies, some of which have significantly greater financial and marketing resources than we do, and firms that are more specialized than we are with respect to particular markets. Our competition may respond more quickly to new or emerging technologies, undertake more extensive marketing campaigns, have greater financial, marketing and other resources than we do or may be more successful in attracting potential customers, employees and strategic partners.

Our competitive position will depend on multiple, complex factors, including our ability to achieve market acceptance for our products, develop new products, implement production and marketing plans, secure regulatory approvals for products under development and protect our intellectual property. In some instances, competitors may also offer, or may attempt to develop, alternative therapies for disease states that may be delivered without a medical device. The development of new or improved products, processes or technologies by other companies may render our products or proposed products obsolete or less competitive. The entry into the market of manufacturers located in low-cost manufacturing locations may also create pricing pressure, particularly in developing markets. Our future success depends, among other things, upon our ability to compete effectively against current technology, as well as to respond effectively to technological advances, and upon our ability to successfully implement our marketing strategies and execute our research and development plan.

Our products may not be accepted in the market.

We cannot be certain that our current products or any other products we may develop or market will achieve or maintain market acceptance. Market acceptance of our products depends on many factors, including the Company's ability to convince key opinion leaders to provide recommendations regarding our products, convince distributors and customers that our technology is an attractive alternative to other technologies, supply and service sufficient quantities of products directly or through marketing alliances, and price products competitively in light of the current macroeconomic environment, which, particularly in the case of the medical device industry, are becoming increasingly price sensitive.

Dependence on patent and other proprietary rights and failing to protect such rights or to be successful in litigation related to such rights may result in our payment of significant monetary damages or impact offerings in our product portfolios.

Our long-term success largely depends on our ability to market technologically competitive products. If we fail to obtain or maintain adequate intellectual property protection, we may not be able to prevent third parties from using our proprietary technologies or may lose access to technologies critical to our products. Also, our currently pending or future patent applications may not result in issued patents, and issued patents are subject to claims concerning priority, scope and other issues.

Intellectual property litigation and infringement claims could cause us to incur significant expenses or prevent us from selling certain of our products.

The industries in which we operate, including, in particular, the medical device industry, are characterized by extensive intellectual property litigation and, from time to time, we might be the subject of claims by third parties of potential infringement or misappropriation. Regardless of outcome, such claims are expensive to defend and divert the time and effort of our management and operating personnel from other business issues. A successful claim or claims of patent or other intellectual property infringement against us could result in our payment of significant monetary damages and/or royalty payments or negatively impact our ability to sell current or future products in the affected category and could have a material adverse effect on our business, cash flows, financial condition or results of operations.

Some of the patents in the intellectual property portfolio are not within our complete control, which could reduce the value of such patents.

Some of our U.S. patent applications (which have associated international applications) are co-owned by the Regents of the University of California Berkeley. The Regents of the University of California Berkeley has licensed its rights under many of these patent applications to us, but we do not have a license to their rights under three of these patent applications. With respect to two of these co-owned patent applications, the Regents of the University of California Berkeley has licensed their rights in the U.S. to an unrelated third party. The third patent application will need to be fully prosecuted before it can be determined which claims are exclusive to us (through a previous license) and which claims the Regents of the University of California Berkeley may license to other entities. We do not have complete control over the prosecution of these patent applications. In addition, the license of patent rights under these patents to third parties could reduce the value of the Company's patent portfolio and limit any income or license fees that we might receive if we were to attempt to transfer or license our rights under any of our co-owned patents.

Enforcing intellectual property rights in foreign nations for military technology may be more problematic than enforcement in other industries.

In many countries, governments reserve the right to allow local manufacturers to infringe patents in cases where it is beneficial to their national security to do so. This could result in additional competition for us or our licensees from local manufacturers in foreign countries even though those manufacturers are infringing patents we hold in those countries, which could adversely affect our ability to sell our products in those countries for military use.

We are subject to extensive governmental regulations relating to the manufacturing, labeling and marketing of our products.

Our medical technology products and operations are subject to regulation by the U.S. Food and Drug Administration (the "FDA"), the European Union and other governmental authorities both inside and outside of the United States. These agencies enforce laws and regulations that govern the development, testing, manufacturing, labeling, advertising, marketing and distribution, and market surveillance of our medical products.

Under the Federal Food, Drug, and Cosmetic Act (the "FFDCA"), medical devices are classified into one of three classes — Class I, Class II or Class III — depending on the degree of risk associated with each medical device and the extent of control needed to ensure safety and effectiveness. We believe our current products are Class I medical devices. Class I devices are those for which safety and effectiveness can be assured by adherence to a set of guidelines, which include compliance with the applicable portions of the FDA's Quality System Regulation, facility registration and product listing, reporting of adverse medical events, and appropriate, truthful and non-misleading labeling, advertising, and promotional materials.

Following the introduction of a product, these agencies will also periodically review our manufacturing processes and product performance. The process of complying with the applicable good manufacturing practices, adverse event reporting, clinical trial and other requirements can be costly and time consuming, and could delay or prevent the production, manufacturing or sale of our products. In addition, if we fail to comply with applicable regulatory requirements, it could result in fines, delays or suspensions of regulatory clearances, closure of manufacturing sites, seizures or recalls of products and damage to our reputation. Recent changes in enforcement practice by the FDA, European Union and other agencies have resulted in increased enforcement activity, which increases the compliance risk for the Company and other companies in our industry. In addition, governmental agencies may impose new requirements regarding registration, labeling or prohibited materials that may require us to modify or re-register products already on the market or otherwise impact our ability to market our products in those countries. Once clearance or approval has been obtained for a product, there is an obligation to ensure that all applicable FDA and other regulatory requirements continue to be met.

We may be subject to penalties and may be precluded from marketing our products if we fail to comply with extensive governmental regulations.

We believe that our Ekso, Ekso 1.1, and Ekso GT products are FDA Class I medical devices when used in clinical settings. However, the FDA has not made any determination about whether our medical products are Class I medical devices. Such a determination is not necessary in order for us to list a Class I device with the FDA and bring that device to the U.S. market. However, from time to time, the FDA may disagree with the classification of a new Class I medical device and require the manufacturer of that device to apply for approval as a Class II or Class III medical device. In the event that the FDA determines that our medical products should be reclassified as Class II or Class III medical devices, we could be precluded from marketing the devices for clinical use within the United States for months, years or longer depending on the specific change the classification. Reclassification of our products as Class II or Class III medical devices could significantly increase our regulatory costs, including the timing and expense associates with required clinical trials and other costs.

The FDA and non-U.S. regulatory authorities require that our products be manufactured according to rigorous standards. These regulatory requirements may significantly increase our production costs and may even prevent us from making our products in amounts sufficient to meet market demand. If we change our approved manufacturing process, the FDA may need to review the process before it may be used. Failure to comply with applicable regulatory requirements discussed could subject us to enforcement actions, including warning letters, fines, injunctions and civil penalties against us, recall or seizure of our products, operating restrictions, partial suspension or total shutdown of our production, and criminal prosecution.

Federal, state and non-U.S. regulations regarding the manufacture and sale of medical devices are subject to future changes. The complexity, timeframes and costs associated with obtaining marketing clearances are unknown. Although we cannot predict the impact, if any, these changes might have on our business, the impact could be material.

Certain of our competitors have reported injuries caused by the malfunction of human exoskeleton devices (in at least one case to the FDA). Injuries caused by the malfunction or misuse of human exoskeleton devices, even where such malfunction or misuse occurs with respect to one of our competitor's products, could cause regulatory agencies to implement more conservative regulations on the medical human exoskeleton industry, which could significantly increase our operating costs.

Product defects could adversely affect the results of our operations.

The design, manufacture and marketing of our products involve certain inherent risks. Manufacturing or design defects, unanticipated use of our products, or inadequate disclosure of risks relating to the use of our products can lead to injury or other adverse events. These events could lead to recalls or safety alerts relating to our products (either voluntary or required by the FDA or similar governmental authorities in other countries), and could result, in certain cases, in the removal of a product from the market. A recall could result in significant costs, as well as negative publicity and damage to our reputation that could reduce demand for our products. Personal injuries relating to the use of our products could also result in product liability claims being brought against us. In some circumstances, such adverse events could also cause delays in new product approvals.

When a medical human exoskeleton is used by a paralyzed individual to walk, the individual relies completely on the exoskeleton to hold them upright. There are many exoskeleton components that, if they were to fail catastrophically, could cause a fall resulting in severe injury or death of the patient. Such occurrences could bring about costly litigation and could also bring about regulatory activity on the part of the FDA or its foreign counterparts which could interfere with our ability to market our products.

When an industrial or military exoskeleton is used by a healthy individual—for example to carry a heavy load—malfunction of the device at an inopportune moment (such as when descending a stairway or navigating a precarious trail) could cause a fall resulting in severe injury or death of the person using the device. Such occurrences could bring about costly litigation and could also bring about regulatory activity on the part of OSHA or its foreign counterparts which could interfere with our ability to market our products.

We could be exposed to significant liability claims if we are unable to obtain insurance at acceptable costs and adequate levels or otherwise protect ourselves against potential product liability claims.

The testing, manufacture, marketing and sale of medical devices entail the inherent risk of liability claims or product recalls. Product liability insurance is expensive and may not be available on acceptable terms, if at all. A successful product liability claim or product recall could inhibit or prevent the successful commercialization of our products, cause a significant financial burden on the Company, or both, which in either case could have a material adverse effect on our business and financial condition.

If we are not able to both obtain and maintain adequate levels of third-party reimbursement for our products, it would have a material adverse effect on our business.

Healthcare providers and related facilities are generally reimbursed for their services through payment systems managed by various governmental agencies worldwide, private insurance companies, and managed care organizations. The manner and level of reimbursement in any given case may depend on the site of care, the procedure(s) performed, the final patient diagnosis, the device(s) utilized, available budget, or a combination of these factors, and coverage and payment levels are determined at each payer's discretion. The coverage policies and reimbursement levels of these third-party payers may impact the decisions of healthcare providers and facilities regarding which medical products they purchase and the prices they are willing to pay for those products. Thus, changes in reimbursement levels or methods may either positively or negatively impact sales of our products.

The Company has no direct control over payer decision-making with respect to coverage and payment levels for our medical device products. Additionally, we expect many payers to continue to explore cost-containment strategies (e.g., comparative and cost-effectiveness analyses, so-called "pay-for-performance" programs implemented by various public and private payers, and expansion of payment bundling schemes such as Accountable Care Organizations, and other such methods that shift medical cost risk to providers) that may potentially impact coverage and/or payment levels for our current products or products we develop.

As our product offerings are diverse across healthcare settings, they are affected to varying degrees by the many payment systems. Therefore, individual countries, product lines or product classes may be impacted by changes to these systems.

Changes in reimbursement practices of third-party payers could affect the demand for our products and the prices at which they are sold.

The sales of our products could depend, in part, on the extent to which healthcare providers and facilities or individual users are reimbursed by government authorities, private insurers and other third-party payers for the costs of our products or the services performed with our products. The coverage policies and reimbursement levels of third-party payers, which can vary among public and private sources and by country, may affect which products customers purchase and the prices they are willing to pay for those products in a particular jurisdiction. Reimbursement rates can also affect the acceptance rate of new technologies. Legislative or administrative reforms to reimbursement systems in the United States or abroad, or changes in reimbursement rates by private payers, could significantly reduce reimbursement for procedures using the Company's products or result in denial of reimbursement for those products, which would adversely affect customer demand or the price customers may be willing to pay for such products.

Clinical outcome studies regarding our products may not provide sufficient data to either cause third-party payers to approve reimbursement or to make human exoskeletons a standard of care.

Our business plan relies on broad adoption of human exoskeletons to provide neuro-rehabilitation in the form of gait training to individuals who have suffered a neurological injury or disorder. Although use of human exoskeletons in neuro-rehabilitation is new, use of robotic devices to provide gait training has been going on for over a decade and the clinical studies relating to such devices have had both positive and negative outcomes. Much of the rehabilitation community has rejected the use of such devices based on the data from some of these studies. Although we believe that human exoskeletons will outperform such robotic equipment, this has not been proven. Furthermore, it may prove impossible to prove an advantage in a timely manner, or at all, which could prevent broad adoption of our products.

Part of our business plan relies on broad adoption of the Ekso device to provide "early mobilization" of individuals who have been immobilized by an injury, disease, or other condition. Although the health benefits of other methods of "early mobilization" have been demonstrated in clinical studies in fields such as stroke, those studies did not test early mobilization with human exoskeletons directly. It may be necessary to provide outcome studies on early mobilization with exoskeletons directly in order to convince the medical community of their effectiveness. Such studies have not been designed at this time, and may be too large and too costly for us and our partners to conduct.

The technology of load carriage exoskeletons (such as the HULC human exoskeleton) is at a very early stage of development and the technology may not be broadly adopted in military or other markets.

The most recent testing of our HULC technology showed that the metabolic cost of load carriage while wearing the device varied greatly from subject to subject. This implied that the device helped some subjects and hindered others. The source of this phenomenon and whether it will go away with training of the subjects using the device remains unknown and requires further research and development. This phenomenon and others like it could limit the adoption of such devices by militaries or other customers to a certain portion of their personnel or in the worst case could make it impractical to deploy at all. If Lockheed is unable to market the HULC exoskeleton, it would negatively affect our results of operations.

We may be unable to attract and retain key employees.

The success of the Company depends on our ability to identify, hire, train and retain highly qualified managerial, technical and sales and marketing personnel. In July 2013, thirty Ekso employees were furloughed in order to reduce significantly our cash expenses pending the completion of a financing. Some of these employees have since accepted employment with other firms, and, therefore, will need to be replaced by new hires. In addition, as the Company introduces new products or services, it will need to hire additional personnel. Currently, competition for personnel with the required knowledge, skill and experiences is intense, and the Company may not be able to attract, assimilate or retain such personnel. The inability to attract and retain the necessary managerial, technical and sales and marketing personnel could have a material adverse effect on the business, results of operations and financial condition of the Company.

We will experience long and variable sales cycles, which could have a negative impact on our results of operations for any given quarter and may result in volatility in our stock price.

The Ekso device has a lengthy sales and purchase order cycle because it is a major capital item and generally requires the approval of senior management at purchasing institutions, which may contribute to substantial fluctuations in our quarterly operating results. Other factors that may cause our operating results to fluctuate include:

- general economic uncertainties and political concerns;
- the introduction of new products or product lines;

- product modifications;
- the level of market acceptance of new products;
- the timing of R&D and other expenditures;
- timing of the receipt of orders from, and product shipments to, distributors and customers;
- changes in the distribution arrangements for our products;
- manufacturing or supply delays;
- the time needed to educate and train additional sales and manufacturing personnel; and
- costs associated with defending our intellectual property.

In addition to these factors, expenditures are based, in part, on expected future sales. If sales levels in a particular quarter do not meet expectations, we may be unable to adjust operating expenses quickly enough to compensate for the shortfall of sales, and our results of operations may be adversely affected.

International sales of our products account for a portion of our revenues, which will expose the Company to certain operating risks. If we are unable to successfully manage our international activities, our net sales, results of operations and financial condition could be adversely impacted.

Our business currently depends in part on our activities in Europe and other foreign markets, making it subject to a number of challenges that specifically relate to international business activities. These include:

- failure of local laws to provide the same degree of protection against infringement of our intellectual property rights;
- protectionist laws and business practices that favor local competitors, which could slow our growth in international markets;
- the expense of establishing facilities and operations in new foreign markets;
- building an organization capable of supporting geographically dispersed operations;
- challenges caused by distance, language and cultural differences;
- challenges caused by differences in legal regulations, markets, and customer preferences, which may limit our ability to adapt our products or succeed in other regions;
- multiple, conflicting, and changing laws and regulations, including complications due to unexpected changes in regulatory requirements, foreign laws, tax schemes, international import and export legislation, trading and investment policies, exchange controls and tariff and other trade barriers;
- foreign tax consequences;
- fluctuations in currency exchange rates and foreign currency translation adjustments;
- foreign exchange controls that might prevent us from repatriating income earned outside the United States;
- imposition of public sector controls;
- political, economic and social instability; and
- restrictions on the export or import of technology.

If we are unable to meet and overcome these challenges, then our international operations may not be successful, which could adversely affect our net sales, results of operations and financial condition and limit our growth.

We may be unable to manage our growth and entry into new business areas.

If the initial response to our exoskeleton products exceeds the Company's capacity to provide services timely and efficiently, then the Company may need to expand our operations accordingly and swiftly. Management of the Company believes that establishing industry leadership will require the Company to:

- test, introduce and develop new products and services including enhancements to our Ekso device;
- develop and expand the breadth of products and services offered;
- develop and expand our market presence through relationships with third parties; and
- generate satisfactory revenues from such expanded products or services to fund the foregoing requirements while obtaining and maintaining satisfactory profit margins.

To be able to expand our operations in a cost-effective or timely manner and increase the overall market acceptance of our products and services in this manner, we will need additional capital and technical and managerial human resources. These additional resources may not be available to the Company. Failure of the Company to timely and efficiently expand our operations and successfully achieve the four requirements listed above could have a material adverse effect on the business, results of operations and financial condition of the Company.

The disruption or loss of relationships with vendors and suppliers for the components of our products could materially adversely affect our business.

Our ability to manufacture and market our products successfully is dependent on relationships with both third party vendors and suppliers. We rely on various vendors and suppliers for the components of our products and procure these components through purchase orders, with no guaranteed supply arrangements. Certain components are only available from a limited number of suppliers.

Our inability to obtain sufficient quantities of these components, if and as required in the future, may subject us to:

- delays in delivery or shortages in components that could interrupt and delay manufacturing and result in cancellations of orders for our products;
- increased component prices and supply delays as we establish alternative suppliers;
- inability to develop alternative sources for product components;
- required modifications of our products, which may cause delays in product shipments, increased manufacturing costs, and increased product prices; and
- increased inventory costs as we hold more inventory than we otherwise might in order to avoid problems from shortages or discontinuance, which may result in write-offs if we are unable to use all such products in the future.

The loss of any significant supplier, in the absence of a timely and satisfactory alternative arrangement, or an inability to obtain essential components on reasonable terms or at all, could materially adversely affect our business, operations and cash flows.

In addition, failure of any one supplier's components could result in a product recall, which could materially adversely affect our business, operations and cash flows.

New product introductions may adversely impact our financial results.

We may introduce new products with enhanced features and extended capabilities from time to time. The products will be subject to various regulatory processes, and we will need to obtain and maintain regulatory approvals in order to sell our new products. If a potential purchaser believes that we plan to introduce a new product in the near future or if a potential purchaser is located in a country where a new product that we have introduced has not yet received regulatory approval, planned purchases may be deferred or delayed. As a result, new product introductions may adversely impact our financial results.

The acquisition of other companies, businesses, or technologies could result in operating difficulties, dilution, and other harmful consequences.

We may selectively pursue strategic acquisitions, any of which could be material to our business, operating results, and financial condition. Future acquisitions could divert management's time and focus from operating our business. In addition, integrating an acquired company, business or technology is risky and may result in unforeseen operating difficulties and expenditures associated with integrating employees from the acquired company into our organization and integrating each company's accounting, management information, human resources and other administrative systems to permit effective management. The anticipated benefits of future acquisitions may not materialize. Future acquisitions or dispositions could result in potentially dilutive issuances of our equity securities, the incurrence of debt, contingent liabilities or amortization expenses, or write-offs of goodwill, any of which could harm our financial condition. Future acquisitions may also require us to obtain additional financing, which may not be available on favorable terms or at all.

The impact of United States healthcare reform legislation remains uncertain.

In 2010, the Patient Protection and Affordable Care Act ("PPACA") was enacted into law. The legislation seeks to reform the United States healthcare system. It is far-reaching and is intended to expand access to health insurance coverage, improve quality and reduce costs over time. We expect the new law will have a significant impact upon various aspects of our business operations. The PPACA reduces Medicare and Medicaid payments to hospitals, clinical laboratories and pharmaceutical companies, and could otherwise reduce the volume of medical procedures. These factors, in turn, could result in reduced demand for our products and increased downward pricing pressure. It is also possible that the PPACA will result in lower reimbursements. While the PPACA is intended to expand health insurance coverage to uninsured persons in the United States, the impact of any overall increase in access to healthcare on sales of our products remains uncertain. In addition, the new law imposes a 2.3 percent excise tax on medical devices that will apply to United States sales of our medical device product. Many of the details of the new law will be included in new and revised regulations, which have not yet been promulgated, and require additional guidance and specificity to be provided by the Department of Health and Human Services, Department of Labor and Department of the Treasury. Accordingly, while it is too early to understand and predict the ultimate impact of the new law on our business, the legislation and resulting regulations could have a material adverse effect on our business, cash flows, financial condition and results of operations.

Healthcare changes in the United States and other countries resulting in pricing pressures could have a negative impact on our future operating results.

In addition to the PPACA, initiatives sponsored by government agencies, legislative bodies and the private sector to limit the growth of healthcare costs, including price regulation and competitive pricing, are ongoing in markets where we will do business. Pricing pressure has also increased in these markets due to continued consolidation among health care providers, trends toward managed care, the shift towards governments becoming the primary payers of health care expenses and laws and regulations relating to reimbursement and pricing generally. Reductions in reimbursement levels or coverage or other cost-containment measures could unfavorably affect our future operating results.

Continuing worldwide macroeconomic instability, such as recent recessions in Europe and the debt crisis in certain countries in the European Union, could negatively affect our ability to conduct business in those geographies.

Since 2008, the global economy has been impacted by the sequential effects of an ongoing global financial crisis which has caused extreme disruption in the financial markets, including severely diminished liquidity and credit availability. There can be no assurance that further deterioration will not occur. Our customers and suppliers may experience financial difficulties or be unable to borrow money to fund their operations which may adversely impact their ability to purchase our products or to pay for them on a timely basis, if at all. Further, the continuing debt crisis in certain European countries could cause the value of the euro to deteriorate, reducing the purchasing power of our European customers. Failure to receive payment of all or a significant portion of our receivables could adversely affect our results of operations. In addition, financial difficulties experienced by our suppliers could result in product delays and inventory issues.

Natural or other disasters could disrupt our business and result in loss of revenue or in higher expenses.

Natural disasters, terrorist activities, military conflict and other business disruptions could seriously harm our revenue and financial condition and increase our costs and expenses. Our corporate headquarters are located in California, a seismically active region. A natural disaster in any of our major markets in North America or Europe could have a material adverse impact on our operations, operating results and financial condition. Further, any unanticipated business disruption caused by Internet security threats, damage to global communication networks or otherwise could have a material adverse impact on our operating results.

Risks Related to our Financial Condition

We have a history of losses and we may not achieve or sustain profitability in the future.

Ekso Bionics has incurred losses in each fiscal year since its incorporation in 2005. We anticipate that our operating expenses will increase in the foreseeable future as we continue to invest to grow our business, acquire customers and develop our platform and new functionality. These efforts may prove more expensive than we currently anticipate, and we may not succeed in increasing our revenues sufficiently to offset these higher expenses.

We may not be able to reduce the cost to manufacture our products as planned.

Our business plan assumes that exoskeletons can be manufactured more cheaply than they are currently being manufactured. However, we have not yet found a way to significantly reduce the manufacturing cost of our products and doing so may prove more difficult than expected or even impossible. For example, if expectations for greater functionality of the products drive costs up as other factors drive costs down, the result may be that the overall cost of manufacturing the product stays the same or even increases.

Our operating losses and lack of revenues raise substantial doubt about our ability to continue as a going concern. If we do not continue as a going concern, investors could lose their entire investment.

Our historical operating losses and lack of revenues to support our cost structure raise substantial doubt about our ability to continue as a going concern. If we do not generate revenues, do not achieve profitability and do not have other sources of financing for our business, we may have to curtail or cease our development plans and operations, which could cause investors to lose the entire amount of their investment.

If we are unable to obtain additional financing on acceptable terms, we may have to curtail our growth or cease our development plans and operations.

The operation of our business and our growth efforts will require significant cash outlays and advance capital equipment expenditures and commitments. We will be largely dependent on capital raised through the PPO to implement our business plan and support our operations. We believe that the net proceeds of the PPO will be sufficient to fund us for approximately 18 months. Other than the PPO, at the present time, we have not made any arrangements to raise additional cash. We anticipate for the foreseeable future that cash on hand, cash generated from operations, and the amounts available under lines of credit will not be sufficient to meet our cash requirements, and that we will need to raise additional capital through investments to fund our operations and growth. To date Ekso has been able to raise needed capital for its business through equity and debt investment. We cannot assure you that we will be able to raise additional working capital as needed on terms acceptable to us, if at all. If we are unable to raise capital as needed, we may be required to reduce the scope of our business development activities, which could harm our business plans, financial condition and operating results, or cease our operations entirely, in which case, you may lose all your investment. Financings, if obtained, may be on terms that are dilutive to our stockholders, and the prices at which new investors would be willing to purchase our securities may be lower than the price at which you purchase your shares.

Potential investors should be aware that the value of an investment in the Company may go down as well as up. In addition, there can be no certainty that the market value of an investment in the Company will fully reflect its underlying value.

Our reported financial results may be adversely affected by changes in accounting principles generally accepted in the United States.

Generally accepted accounting principles in the United States are subject to interpretation by the Financial Accounting Standards Board, the American Institute of Certified Public Accountants, the Securities and Exchange Commission and various bodies formed to promulgate and interpret appropriate accounting principles. A change in these principles or interpretations could have a significant effect on our reported financial results, and could affect the reporting of transactions completed before the announcement of a change.

Changes in tax laws or exposure to additional income tax liabilities could have a material adverse impact on our financial condition and results of operations.

We are subject to income taxes as well as non-income based taxes, in both the U.S. and various jurisdictions outside the U.S. We are subject to ongoing tax audits in various jurisdictions. Tax authorities may disagree with certain positions we have taken and assess additional taxes and penalties. We regularly assess the likely outcomes of these audits in order to determine the appropriateness of our tax provision. However, there can be no assurance that we will accurately predict the outcomes of these audits, and the actual outcomes of these audits could have a material impact on our consolidated earnings and financial condition. Additionally, changes in tax laws or tax rulings could materially impact our effective tax rate. Proposals for fundamental U.S. corporate tax reform, if enacted, could have a material adverse impact on our future results of operations.

Investment Risks

You could lose all of your investment.

An investment in our securities is speculative and involves a high degree of risk. Potential investors should be aware that the value of an investment in the Company may go down as well as up. In addition, there can be no certainty that the market value of an investment in the Company will fully reflect its underlying value. You could lose your entire investment.

You may experience dilution of your ownership interests because of the future issuance of additional shares of our common or preferred stock or other securities that are convertible into or exercisable for our common or preferred stock.

In the future, we may issue our authorized but previously unissued equity securities, resulting in the dilution of the ownership interests of our present stockholders and the purchasers of our Units offered hereby. The Company will be authorized to issue an aggregate of 500,000,000 shares of Common Stock and 10,000,000 shares of "blank check" preferred stock. We may issue additional shares of our Common Stock or other securities that are convertible into or exercisable for our Common Stock in connection with hiring or retaining employees, future acquisitions, future sales of our securities for capital raising purposes, or for other business purposes. The future issuance of any such additional shares of our Common Stock may create downward pressure on the trading price of the Common Stock. We will need to raise additional capital in the near future to meet our working capital needs, and there can be no assurance that we will not be required to issue additional shares, warrants or other convertible securities in the future in conjunction with these capital raising efforts, including at a price (or exercise prices) below the price you paid for your stock.

The ability of our Board of Directors to issue additional stock may prevent or make more difficult certain transactions, including a sale or merger of the Company.

Our Board of Directors will be authorized to issue up to 10,000,000 shares of preferred stock with powers, rights and preferences designated by it. See "Preferred Stock" in the section of this Report titled "Description of Securities." Shares of voting or convertible preferred stock could be issued, or rights to purchase such shares could be issued, to create voting impediments or to frustrate persons seeking to effect a takeover or otherwise gain control of the Company. The ability of the Board to issue such additional shares of preferred stock, with rights and preferences it deems advisable, could discourage an attempt by a party to acquire control of the Company by tender offer or other means. Such issuances could therefore deprive stockholders of benefits that could result from such an attempt, such as the realization of a premium over the market price for their shares in a tender offer or the temporary increase in market price that such an attempt could cause. Moreover, the issuance of such additional shares of preferred stock to persons friendly to the Board of Directors could make it more difficult to remove incumbent managers and directors from office even if such change were to be favorable to stockholders generally.

There currently is no public market for our Common Stock and there can be no assurance that a public market will ever develop. Failure to develop or maintain a trading market could negatively affect the value of our Common Stock and make it difficult or impossible for you to sell your shares.

There is currently no public market for shares of our Common Stock and one may never develop. Our Common Stock is quoted on the OTC Markets. The OTC Markets is a thinly traded market and lacks the liquidity of certain other public markets with which some investors may have more experience. We may not ever be able to satisfy the listing requirements for our Common Stock to be listed on a national securities exchange, which is often a more widely-traded and liquid market. Some, but not all, of the factors which may delay or prevent the listing of our Common Stock on a more widely-traded and liquid market include the following: our stockholders' equity may be insufficient; the market value of our outstanding securities may be too low; our net income from operations may be too low; our Common Stock may not be sufficiently widely held; we may not be able to secure market makers for our Common Stock; and we may fail to meet the rules and requirements mandated by the several exchanges and markets to have our Common Stock listed. Should we fail to satisfy the initial listing standards of the national exchanges, or our Common Stock is otherwise rejected for listing, and remains listed on the OTC Markets or is suspended from the OTC Markets, the trading price of our Common Stock could suffer and the trading market for our Common Stock may be less liquid and our Common Stock price may be subject to increased volatility.

Our Common Stock is subject to the "penny stock" rules of the SEC and the trading market in the securities is limited, which makes transactions in the stock cumbersome and may reduce the value of an investment in the stock.

Rule 15g-9 under the Exchange Act establishes the definition of a "penny stock," for the purposes relevant to us, as any equity security that has a market price of less than $5.00 per share or with an exercise price of less than $5.00 per share, subject to certain exceptions. For any transaction involving a penny stock, unless exempt, the rules require: (a) that a broker or dealer approve a person's account for transactions in penny stocks; and (b) the broker or dealer receive from the investor a written agreement to the transaction, setting forth the identity and quantity of the penny stock to be purchased.

In order to approve a person's account for transactions in penny stocks, the broker or dealer must: (a) obtain financial information and investment experience objectives of the person and (b) make a reasonable determination that the transactions in penny stocks are suitable for that person and the person has sufficient knowledge and experience in financial matters to be capable of evaluating the risks of transactions in penny stocks.

The broker or dealer must also deliver, prior to any transaction in a penny stock, a disclosure schedule prescribed by the SEC relating to the penny stock market, which, in highlight form: (a) sets forth the basis on which the broker or dealer made the suitability determination; and (b) confirms that the broker or dealer received a signed, written agreement from the investor prior to the transaction. Generally, brokers may be less willing to execute transactions in securities subject to the "penny stock" rules. This may make it more difficult for investors to dispose of our Common Stock and cause a decline in the market value of our Common Stock.

Disclosure also has to be made about the risks of investing in penny stocks in both public offerings and in secondary trading and about the commissions payable to both the broker or dealer and the registered representative, current quotations for the securities and the rights and remedies available to an investor in cases of fraud in penny stock transactions. Finally, monthly statements have to be sent disclosing recent price information for the penny stock held in the account and information on the limited market in penny stocks.

Our stock may be traded infrequently and in low volumes, so you may be unable to sell your shares at or near the quoted bid prices if you need to sell your shares.

Until our Common Stock is listed on a national securities exchange such as the New York Stock Exchange or the Nasdaq Stock Market, we expect our Common Stock to remain eligible for quotation on the OTC Markets, or on another over-the-counter quotation system, or in the "pink sheets." In those venues, however, the shares of our Common Stock may trade infrequently and in low volumes, meaning that the number of persons interested in purchasing our common shares at or near bid prices at any given time may be relatively small or non-existent. An investor may find it difficult to obtain accurate quotations as to the market value of our Common Stock or to sell his or her shares at or near bid prices or at all. In addition, if we fail to meet the criteria set forth in SEC regulations, various requirements would be imposed by law on broker-dealers who sell our securities to persons other than established customers and accredited investors. Consequently, such regulations may deter broker-dealers from recommending or selling our Common Stock, which may further affect the liquidity of our Common Stock. This would also make it more difficult for us to raise capital.

We do not anticipate paying dividends on our Common Stock, and investors may lose the entire amount of their investment.

Cash dividends have never been declared or paid on our Common Stock, and we do not anticipate such a declaration or payment for the foreseeable future. We expect to use future earnings, if any, to fund business growth. Therefore, stockholders will not receive any funds absent a sale of their shares of Common Stock. If we do not pay dividends, our Common Stock may be less valuable because a return on your investment will only occur if our stock price appreciates. We cannot assure stockholders of a positive return on their investment when they sell their shares, nor can we assure that stockholders will not lose the entire amount of their investment.

Being a public company is expensive and administratively burdensome.

As a public reporting company, we are subject to the information and reporting requirements of the Securities Act, the Exchange Act and other federal securities laws, rules and regulations related thereto, including compliance with the Sarbanes-Oxley Act. Complying with these laws and regulations requires the time and attention of our Board of Directors and management, and increases our expenses. Among other things, we are required to:

- maintain and evaluate a system of internal controls over financial reporting in compliance with the requirements of Section 404 of the Sarbanes-Oxley Act and the related rules and regulations of the SEC and the Public Company Accounting Oversight Board;
- maintain policies relating to disclosure controls and procedures;
- prepare and distribute periodic reports in compliance with our obligations under federal securities laws;
- institute a more comprehensive compliance function, including with respect to corporate governance; and
- involve, to a greater degree, our outside legal counsel and accountants in the above activities.

The costs of preparing and filing annual and quarterly reports, proxy statements and other information with the SEC and furnishing audited reports to stockholders is expensive and much greater than that of a privately-held company, and compliance with these rules and regulations may require us to hire additional financial reporting, internal controls and other finance personnel, and will involve a material increase in regulatory, legal and accounting expenses and the attention of management. There can be no assurance that we will be able to comply with the applicable regulations in a timely manner, if at all. In addition, being a public company makes it more expensive for us to obtain director and officer liability insurance. In the future, we may be required to accept reduced coverage or incur substantially higher costs to obtain this coverage. These factors could also make it more difficult for us to attract and retain qualified executives and members of our Board of Directors, particularly directors willing to serve on an audit committee which we expect to establish.

Any failure to maintain effective internal control over our financial reporting could materially adversely affect us.

Section 404 of the Sarbanes-Oxley Act of 2002 requires us to include in our annual reports on Form 10-K an assessment by management of the effectiveness of our internal control over financial reporting. In addition, at such time, if any, as we are no longer a "smaller reporting company," our independent registered public accounting firm will have to attest to and report on management's assessment of the effectiveness of such internal control over financial reporting. Based upon the last evaluation conducted as of September 30, 2013, our management at the time concluded that our disclosure controls and procedures were not effective as of such date to ensure that information required to be disclosed in the reports that we file or submit under the Exchange Act, is recorded, processed, summarized and reported within the time periods specified in SEC rules and forms. Specifically, our then-management determined that there were control deficiencies that constituted material weaknesses, including our lack of an independent audit committee, including a financial expert member and lack of appropriate cash controls and information technology controls. While our new management as a result of the Merger believes that our control environment is substantially improved, our independent public accountants, in conducting an audit of Ekso Bionics' financial statements as of September 30, 2013, identified several control deficiencies that they believed constituted a material weakness, individually and in aggregate. Our new management has not yet conducted a new formal evaluation of our internal control over financial reporting and has not been able to make its own assessment on whether the internal controls as of 2012 or 2013 were effective. In addition, we continue at the present time not to have an audit committee.

While we intend to diligently and thoroughly document, review, test and improve our internal control over financial reporting in order to ensure compliance with Section 404, management may not be able to conclude that our internal control over financial reporting is effective. Furthermore, even if management were to reach such a conclusion, if our independent registered public accounting firm is not satisfied with the adequacy of our internal control over financial reporting, or if the independent auditors interpret the requirements, rules or regulations differently than we do, then they may decline to attest to management's assessment or may issue a report that is qualified. Any of these events could result in a loss of investor confidence in the reliability of our financial statements, which in turn could negatively affect the price of our Common Stock.

In particular, we must perform system and process evaluation and testing of our internal control over financial reporting to allow management and (if required in future) our independent registered public accounting firm to report on the effectiveness of our internal control over financial reporting, as required by Section 404. Our compliance with Section 404 may require that we incur substantial accounting expense and expend significant management efforts. We currently do not have an internal audit group, and we will need to retain the services of additional accounting and financial staff or consultants with appropriate public company experience and technical accounting knowledge to satisfy the ongoing requirements of Section 404. We intend to review the effectiveness of our internal controls and procedures and make any changes management determines appropriate, including to achieve compliance with Section 404 by the date on which we are required to so comply.

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The risks above do not necessarily comprise all of those associated with an investment in the Company. This Report contains forward looking statements that involve unknown risks, uncertainties and other factors that may cause the actual results, financial condition, performance or achievements of the Company to be materially different from any future results, performance or achievements expressed or implied by such forward looking statements. Factors that might cause such a difference include, but are not limited to, those set out above.

MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION\ AND RESULTS OF OPERATIONS

The following management's discussion and analysis should be read in conjunction with the historical financial statements and the related notes thereto contained in this Report. The management's discussion and analysis contains forward-looking statements, such as statements of our plans, objectives, expectations and intentions. Any statements that are not statements of historical fact are forward-looking statements. When used, the words "believe," "plan," "intend," "anticipate," "target," "estimate," "expect" and the like, and/or future tense or conditional constructions ("will," "may," "could," "should," etc.), or similar expressions, identify certain of these forward-looking statements. These forward-looking statements are subject to risks and uncertainties, including those under "Risk Factors" in this Form 8-K,that could cause actual results or events to differ materially from those expressed or implied by the forward-looking statements. The Company's actual results and the timing of events could differ materially from those anticipated in these forward-looking statements as a result of several factors. The Company does not undertake any obligation to update forward-looking statements to reflect events or circumstances occurring after the date of this report.

As a result of the Merger and the change in business and operations of the Company, from engaging in the business of distributing medical supplies and equipment to municipalities, hospitals, pharmacies, care centers, and clinics throughout the country of Chile, to the business of developing and commercializing exoskeletons to augment human strength, endurance and mobility, a discussion of the past financial results of PN Med Group Inc. is not pertinent, and under generally accepted accounting principles in the United States the historical financial results of Ekso Bionics, Inc. ("Ekso Bionics"), the accounting acquirer, prior to the Merger are considered the historical financial results of the Company.

The following discussion highlights Ekso Bionics' results of operations and the principal factors that have affected its consolidated financial condition as well as its liquidity and capital resources for the periods described, and provides information that management believes is relevant for an assessment and understanding of the Company's consolidated financial condition and results of operations presented herein. The following discussion and analysis are based on Ekso Bionics' audited and unaudited financial statements contained in this Report, which have been prepared in accordance with generally accepted accounting principles in the United States. You should read the discussion and analysis together with such financial statements and the related notes thereto.

Basis of Presentation

The audited consolidated financial statements for the fiscal years ended December 31, 2011 and 2012, and the unaudited consolidated financial statements for the nine month periods ended September 30, 2012 and 2013, include a summary of our significant accounting policies and should be read in conjunction with the discussion below. In the opinion of management, all material adjustments necessary to present fairly the consolidated results of operations for such periods have been included in these audited consolidated financial statements. All such adjustments are of a normal recurring nature.

Overview

Ekso Bionics has pioneered the field of exoskeletons to augment human strength, endurance and mobility. Ekso Bionics is developing and commercializing wearable robots, or "exoskeletons," that have a variety of applications in the medical, military, industrial, and consumer markets. The devices are ready to wear, battery-powered bionics that are strapped over the user's clothing, enabling individuals with neurological conditions affecting gait to walk again; permitting soldiers to carry heavy loads for long distances while mitigating lower back injuries; and allowing industrial workers to perform heavy duty work for extended periods.

Ekso Bionics is currently focusing primarily on medical applications for people with lower extremity weakness or paralysis. Its products have been listed with the U.S. Food and Drug Administration ("FDA") and have received a CE Mark (indicating compliance with European Union legislation). Ekso Bionics has sold over 40 units to rehabilitation centers since February 2012. Ekso Bionics also has a collaborative partnership with Lockheed Martin Corporation to develop products for military applications.

Until the February 2012 launch of Ekso Bionics' first commercial medical exoskeleton, the Company had devoted substantially all of its efforts to product development and raising capital. Accordingly, the Company is considered to be in the early commercialization stage.

Strategy

Ekso Bionics' long term goal is to have one million persons stand and walk in Ekso™ exoskeletons by February 2022.

The first step to achieving that goal is for the Company to focus on selling its medical suits to rehabilitation centers and hospitals in the United States and Europe. Ekso Bionics began that effort with the February 2012 sale of Ekso, an exoskeleton for complete spinal cord injuries ("SCI"). The Company has expanded that effort with the launch of its variable assist software and the announcement of its newest hardware platform, Ekso GT™. The variable assist software enables users with any amount of lower extremity strength to contribute their own power for either leg to achieve self-initiated walking. The Ekso GT builds on the experience of the Ekso and incorporates the variable assist, allowing the Company to expand its sales and marketing efforts beyond SCI-focused centers to centers supporting stroke and related neurological patients. There are approximately 350 SCI centers in the U.S. providing services for the approximately 12,000 to 14,000 SCI incidences per year. There are approximately 5,700 registered hospitals in the U.S., providing services to the approximately 650,000 annual stroke survivors.

In parallel to the development and early commercialization of medical exoskeletons, Ekso Bionics has been and continues to work on the development of exoskeletons for able-bodied users. In addition to furthering the field of exoskeletons that can lead to the commercialization of exoskeletons outside the Company's current medical applications, Ekso Bionics' development work furthers technology that is also potentially applicable for use in future models of the Ekso, including potentially a unit for home use.

Critical Accounting Policies, Estimates, and Judgments

Our consolidated financial statements are prepared in accordance with accounting principles generally accepted in the United States. The preparation of these financial statements requires us to make estimates and judgments that affect the reported amounts of assets and liabilities, disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. We continually evaluate our estimates and judgments, our commitments to strategic alliance partners and the timing of the achievement of collaboration milestones. We base our estimates and judgments on historical experience and other factors that we believe to be reasonable under the circumstances. Materially different results can occur as circumstances change and additional information becomes known. Besides the estimates identified above that are considered critical, we make many other accounting estimates in preparing our financial statements and related disclosures. All estimates, whether or not deemed critical, affect reported amounts of assets, liabilities, revenues and expenses, as well as disclosures of contingent assets and liabilities. These estimates and judgments are also based on historical experience and other factors that are believed to be reasonable under the circumstances. Materially different results can occur as circumstances change and additional information becomes known, even for estimates and judgments that are not deemed critical.

Revenue and Cost of Revenue

When collaboration, other research arrangements and product sales include multiple-element revenue arrangements, the Company accounts for these transactions by determining the elements, or deliverables, included in the arrangement and determining which deliverables are separable for accounting purposes. The Company considers delivered items to be separable if the delivered item(s) have stand-alone value to the customer.

The Company recognizes revenue when the four basic criteria of revenue recognition are met:

- Persuasive evidence of an arrangement exists. Customer contracts and purchase orders are generally used to determine the existence of an arrangement.
- The transfer of technology or products has been completed or services have been rendered. Customer acceptance, when applicable, is used to verify delivery.
- The sales price is fixed or determinable. The Company assesses whether the cost is fixed or determinable based on the payment terms associated with the transaction and whether the sales price is subject to refund or adjustment.
- Collectability is reasonably assured. The Company assesses collectability based primarily on the creditworthiness of the customer as determined by credit checks and analysis as well as the customer's payment history.

During 2011, the Company's revenue was derived principally from collaborative research and development service arrangements, technology license agreements, and government grants. Beginning in 2012, with the commercialization of the Ekso, the Company began to recognize revenue from the sales of the Ekso and related services.

Medical Device Revenue and Cost of Revenue

The Company builds medical devices called the Ekso for sale and capitalizes into inventory materials, direct and indirect labor and overhead in connection with manufacture and assembly of these units.

In a typical Ekso sales arrangement, the Company is obligated to deliver to the customer the Ekso unit and related software (the software is essential to the unit's functionality), post-sale training, technical support and maintenance. Because of the uniqueness of the Ekso unit and its use, none of these deliverables has standalone value to the customer. Accordingly, once a sales arrangement with a fixed or determinable price and reasonably assured payment is in place, the entire sales price is accounted for as a single unit of accounting. The combined total sales price for the delivered and undelivered elements are deferred and amortized to revenue beginning at the completion of training, which is the last delivered item, on a straight line basis over the maintenance period, usually three years.

Because of the limited guidance about how to account for costs associated with a delivered item that cannot be separated from the undelivered items, the accounting for such costs must be based on the conceptual framework and analogies to the limited guidance that does exists. Accordingly, the Company accounts for the costs of the delivered items following, by analogy, the guidance in Accounting Standards Codification ("ASC") 310-20, *Nonrefundable Fees and Other Costs* ("ASC 310-20"). Under this guidance, upon completion of training, the costs capitalized into inventory including direct material, direct and indirect labor, as well as overhead costs are deferred and then amortized to costs of sales on the same basis as deferred revenue. The Company's inclusion of indirect labor and overhead costs are included in inventory because, under the conceptual framework, they add value to the Ekso unit and are otherwise appropriate inventory costs. Since the Company has an enforceable contract for the remaining deliverables and the entire arrangement is expected to generate positive margins, realization of the capitalized costs is probable and, as such, deferring and amortizing them on the same basis as deferred revenue is appropriate.

At the time of shipment to the customer, the related inventory is reclassified to deferred cost of revenue where it is amortized to cost of revenue over the same period that revenue is recognized. All costs incurred subsequent to the date of shipment are expensed as incurred. The cost of medical device revenue includes expenses associated with the manufacture and delivery of devices including materials, payroll, benefits, subcontractor expenses, depreciation of manufacturing equipment, excess and obsolete inventory costs, and shipping charges.

Engineering Services Revenue and Cost of Revenue

The Company enters into technology license agreements that typically provide for annual minimum access fees. When these annual minimum payments have separate stand-alone values, the Company recognizes revenue when the technology is transferred or accessed, provided that the technology transferred or accessed is not dependent on the outcome of continuing research and/or other development efforts.

Collaborative arrangements typically consist of cost reimbursements for specific research and development spending, and future product royalty payments. Cost reimbursements for research and development spending are recognized as the related project labor hours are incurred in relation to all labor hours and when collectability is reasonably assured. Amounts received in advance are recorded as deferred revenue until the technology is transferred, services are rendered, or milestones are reached. Product royalty payments are recorded when earned under the arrangement.

Government grants, which support the Company's research efforts in specific projects, generally provide for reimbursement of approved costs as defined in the notices of grant awards. Grant revenue is recognized as the associated project labor hours are incurred in relation to total labor hours. There are some grants, like the National Science Foundation grants, which the Company draws upon and spends based on budgets preapproved by the grantor.

The cost of engineering services revenue includes payroll and benefits, subcontractor expenses and materials. All costs related to engineering services are expensed as incurred and reported as cost of revenue.

Research and Development

Research and development costs consist of costs incurred for the Company's own internal research and development activities. These costs primarily include salaries and other personnel-related expenses, contractor fees, facility costs, supplies, and depreciation of equipment associated with the design and development of new products prior to the establishment of their technological feasibility. Such costs are expensed as incurred.

Inventories, net

Inventories are recorded at the lower of cost or market value. Cost is principally determined using the average cost method. Parts from vendors are received and recorded as raw material. Once the raw materials are incorporated in the fabrication of the product, the related value of the component is recorded as work in progress ("WIP"). Direct and indirect labor and applicable overhead costs are also allocated and recorded to WIP inventory. Finished goods are comprised of completed products that are ready for customer shipment. Excess and obsolete inventories are written down based on sales and forecasted demand.

Stock-based Compensation

The Company measures stock-based compensation expense for all stock-based awards made to employees and directors based on the estimated fair value of the award on the date of grant and recognized, less estimated forfeitures, on a straight-line basis over the requisite service periods of the awards using the Black-Scholes option pricing model. Stock-based awards made to non-employees are measured and recognized based on the estimated fair value on the vesting date using the Black-Scholes option pricing model and are remeasured at each reporting period.

The Company's determination of the fair value of stock-based awards on the date of grant using the Black-Scholes option pricing model is affected by the Company's stock price as well as assumptions regarding a number of highly complex and subjective variables. These variables include, but are not limited to, the Company's expected stock price volatility over the term of the awards, and actual and projected employee stock option exercise behaviors.

The Company has, from time to time, modified the terms of its stock options to employees. The Company accounts for the incremental increase in the fair value over the original award on the date of the modification for vested awards or over the remaining service (vesting) period for unvested awards. The incremental compensation cost is the excess of the fair value based measure of the modified award on the date of modification over the fair value of the original award immediately before the modification.

Convertible Instruments

The Company accounts for hybrid contracts that feature conversion options in accordance with generally accepted accounting principles in the United States. ASC 815, *Derivatives and Hedging Activities*, ("ASC 815") requires companies to bifurcate conversion options from their host instruments and account for them as free standing derivative financial instruments according to certain criteria. The criteria includes circumstances in which (a) the economic characteristics and risks of the embedded derivative instrument are not clearly and closely related to the economic characteristics and risks of the host contract, (b) the hybrid instrument that embodies both the embedded derivative instrument and the host contract is not re-measured at fair value under otherwise applicable generally accepted accounting principles with changes in fair value reported in earnings as they occur and (c) a separate instrument with the same terms as the embedded derivative instrument would be considered a derivative instrument.

Conversion options that contain variable settlement features such as provisions to adjust the conversion price upon subsequent issuances of equity or equity linked securities at exercise prices more favorable than that featured in the hybrid contract generally result in their bifurcation from the host instrument.

The Company accounts for convertible instruments when the Company has determined that the embedded conversion options should not be bifurcated from their host instruments, in accordance with ASC 470-20, *Debt with Conversion and Other Options* ("ASC 470-20"). Under ASC 470-20 the Company records, when necessary, discounts to convertible notes for the intrinsic value of conversion options embedded in debt instruments based upon the differences between the fair value of the underlying common stock at the commitment date of the note transaction and the effective conversion price embedded in the note. The Company accounts for convertible instruments (when the Company has determined that the embedded conversion options should be bifurcated from their host instruments) in accordance with ASC 815. Under ASC 815, a portion of the proceeds received upon the issuance of the hybrid contract is allocated to the fair value of the derivative. The derivative is subsequently marked to market at each reporting date based on current fair value, with the changes in fair value reported in results of operations.

The Company also follows ASC 480-10, *Distinguishing Liabilities from Equity* ("ASC 480-10") in its evaluation of the accounting for a hybrid instrument. A financial instrument that embodies an unconditional obligation, or a financial instrument other than an outstanding share that embodies a conditional obligation, that the issuer must or may settle by issuing a variable number of its equity shares shall be classified as a liability (or an asset in some circumstances) if, at inception, the monetary value of the obligation is based solely or predominantly on any one of the following: *a.* a fixed monetary amount known at inception (for example, a payable settleable with a variable number of the issuer's equity shares); *b.* variations in something other than the fair value of the issuer's equity shares (for example, a financial instrument indexed to the Standard and Poor's S&P 500 Index and settleable with a variable number of the issuer's equity shares); or *c.* variations inversely related to changes in the fair value of the issuer's equity shares (for example, a written put option that could be net share settled). Hybrid instruments meeting these criteria are not further evaluated for any embedded derivatives, and are carried as a liability at fair value at each balance sheet date with remeasurements reported in interest expense in the accompanying consolidated statements of operations.

Warrants Issued in Connection with Financings

The Company generally accounts for warrants issued in connection with debt and equity financings as a component of equity, unless the warrants include a conditional obligation to issue a variable number of shares or there is a deemed possibility that the Company may need to settle the warrants in cash. For warrants issued with a conditional obligation to issue a variable number of shares or the deemed possibility of a cash settlement, the Company records the fair value of the warrants as a liability at each balance sheet date and records changes in fair value in other income (expense) in the consolidated statements of operations.

Results of Operations

Years Ended December 31, 2011 and 2012, and Nine Months Ended September 30, 2012 and 2013

The following table sets out our consolidated net loss from operations for the years ended December 31, 2011 and 2012 and the nine months ended September 30, 2012 and 2013:

	Years ended December 31,			Nine months ended September 30,		
	2011	2012	% Change	2012	2013	% Change
				(unaudited)		
Net loss	$ (9,427,672)	$(15,041,958)	60%	$(10,843,090)	$ (9,090,634)	(16)%

Detailed discussion and analysis of our consolidated results of operations are as follows:

Revenue

	Years ended December 31,			Nine months ended September 30,		
	2011	2012	% Change	2012	2013	% Change
				(unaudited)		
Medical devices	$ -	$ 566,222	-	$ 302,992	$ 1,138,995	276%
Engineering services	1,846,476	2,140,355	16%	1,531,768	1,375,010	(10)%
Total revenue	$ 1,846,476	$ 2,706,577	47%	$ 1,834,760	$ 2,514,005	37%

Total consolidated revenue increased by 47% to $2,706,577 for the year ended December 31, 2012 from $1,846,476 for the year ended December 31, 2011. Total consolidated revenue increased by 37% to $2,514,005 for the nine month period ended September 30, 2013 compared to $1,834,760 for the nine month period ended September 30, 2012.

Shipments of our new medical application device, which we call Ekso, commenced in the first quarter of 2012, and continued throughout 2012. Revenue from the sale of Ekso was $566,222 during the year ended December 31, 2012. Revenue was $302,992 during the nine months ended September 30, 2012 compared to $1,138,995 during the same period of 2013, an increase of 276%. The increase in the current period compared to the prior period is largely attributable to amortization of deferred revenue from the prior period and the continued ramp up of Ekso sales in 2013.

Revenue from engineering services was $1,846,476 for the year ended December 31, 2011 compared to $2,140,355 for 2012, representing an increase of 16% over the prior year. The increase is largely attributable to the receipt of more grant and development work. Revenue from engineering services was $1,531,768 during the nine month period ended September 30, 2012 compared to $1,375,010 during the corresponding period in 2013, representing a 10% decrease. The decrease in engineering services revenue the current period compared to the prior period is largely attributable to the redeployment of engineers in 2013 from providing revenue generating government grant services to the production of the Ekso, and the termination of a technology license royalty agreement.

Cost of revenue and gross profit

	Years ended December 31,			Nine months ended September 30,		
	2011	2012	% Change	2012	2013	% Change
				(unaudited)		
Cost of medical devices	$ -	$ 553,429	-	$ 250,056	$ 775,007	210%
Cost of engineering services	1,319,430	1,782,848	35%	1,515,073	1,018,801	(33)%
Total cost of revenue	$ 1,319,430	$ 2,336,277	77%	$ 1,765,129	$ 1,793,808	2%

Cost of medical devices for the years ended December 31, 2011 and 2012 was $0 and $553,429, respectively. The increase in 2012 compared to 2011 is attributable to sales of the Ekso commencing in the first quarter of 2012 and continuing throughout 2012.

Cost of engineering services for the years ended December 31, 2011 and 2012 was $1,319,430 and $1,782,848, respectively, representing an increase of 35% year over year. The increase is largely attributable to the labor and material costs associated with an increase in grant and development work in 2012.

Cost of medical devices for the nine month periods ended September 30, 2012 and 2013 was $250,056 and $775,007, respectively, representing an increase of 210%. This increase is attributable to an increase in direct material and labor costs associated with the ramp up of production and sales of the Ekso.

Cost of engineering services for the nine month periods ended September 30, 2012 and 2013 was $1,515,073 and $1,018,801, respectively, representing a decrease of 33%. This decrease is largely attributable to fewer resources devoted to grant and development work in 2013 as the Company redeployed resources to the production of the Ekso.

	Years ended December 31,			Nine months ended September 30,		
	2011	2012	% Change	2012	2013	% Change
				(unaudited)		
Gross profit - medical devices	$ -	$ 12,793	-	$ 52,936	$ 363,988	588%
Gross profit – engineering services	527,046	357,507	(32)%	16,695	356,209	2034%
Total gross profit	$ 527,046	$ 370,300	(30)%	$ 69,631	$ 720,197	934%

Gross profit – medical devices for the years ended December 31, 2011 and 2012 was $0 and $12,793, respectively. The increase in 2012 compared to 2011 is attributable to sales of the Ekso commencing in the first quarter of 2012 and continuing throughout 2012. Gross profit – medical devices increased by 588% to $363,988 during the nine months ended September 30, 2013 compared to $52,936 for the corresponding nine month period in 2012. The increase in gross profit in the current period compared to the prior period is largely attributable to a decrease in costs associated from our product introduction in 2012 and having a full period of sales during the nine months ended September 30, 2013 compared to the corresponding period in 2012, offset in part by a decrease in the average selling price of Ekso.

Gross profit – engineering services decreased by 32% to $357,507 for the year ended December 31, 2012 compared to $527,046 for the year ended December 31, 2011. The decrease in 2012 compared to 2011 is largely attributable to upfront costs incurred associated with a newly initiated research and development project. Gross profit – engineering services was $16,694 during the nine month period ended September 30, 2012 compared to $356,209 during the same period of 2013, an increase of 2034%. This increase is largely attributable to the timing of third party expenses associated with initiating a research and development project in 2012 and an increase in labor rates for our grant work.

Operating Expenses

General and Administrative Expenses

	Years ended December 31,			Nine months ended September 30,		
	2011	2012	% Change	2012	2013	% Change
				(unaudited)		
General and administrative	$ 3,823,497	$ 4,381,067	15%	$ 3,336,628	$ 2,854,332	(14)%

General and administrative expenses for the years ended December 31, 2011 and 2012 was $3,823,497 and $4,381,067, respectively, representing an increase of 15%. The increase is largely attributable to increased headcount and higher facility costs as a result of the Company's move to its new headquarters in 2012 to support the production of the new Ekso.

General and administrative expenses for the nine month periods ended September 30, 2012 and 2013 was $3,336,628 and $2,854,332, respectively, representing a decrease of 14%. The decrease is largely attributable to a reduction in force in the third quarter of 2013 in order to reduce the Company's cash burn rate.

Research and Development Expenses

	Years ended December 31,			Nine months ended September 30,		
	2011	2012	% Change	2012	2013	% Change
				(unaudited)		
Research and development	$ 3,229,691	$ 4,304,317	33%	$ 3,133,884	$ 2,164,840	(31)%

Research and development expenses for the years ended December 31, 2011 and 2012 was $3,229,691 and $4,304,317, respectively, an increase of 33%. The increase in 2012 compared to 2011 is largely attributable to a doubling of headcount in 2012 to support enhanced research and development activities associated with the Ekso.

Research and development expenses for the nine month periods ended September 30, 2012 and 2013 was $3,133,884 and $2,164,840, respectively, representing a decrease of 31%. The decrease in the current period compared to the prior period is largely attributable to adjustments in staffing from a reduction in force in the third quarter of 2013 in order to reduce the Company's cash burn rate.

Sales and Marketing

	Years ended December 31,			Nine months ended September 30,		
	2011	2012	% Change	2012	2013	% Change
				(unaudited)		
Sales and marketing	$ 2,791,150	$ 5,925,905	112%	$ 4,065,981	$ 3,238,834	(20)%

Sales and marketing expenses for the years ended December 31, 2011 and 2012 was $2,791,150 and $5,925,905, respectively, representing an increase of 112%. The increase in 2012 compared to 2011 is largely attributable to costs associated with expanding our sales and marketing effort through hiring a direct sales force in the U.S. and Europe to support sales of the Ekso.

Sales and marketing expenses for the nine months ended September 30, 2012 and 2013 was $4,065,981 and $3,238,834, respectively, representing a decrease of 20%. The decrease in the current period compared to the prior period is largely attributable to reductions in staffing, largely in marketing, and other marketing related expenses as a result of a reduction in force in order to reduce our cash burn rate.

Other Income/(Expense)

	Years ended December 31,			Nine months ended September 30,		
	2011	2012	% Change	2012	2013	% Change
				(unaudited)		
Other income (expense):						
Interest income	$ 4,812	$ 10,692	122%	$ 9,246	$ 4,003	(57)%
Interest expense	(111,509)	(736,346)	560%	(328,749)	(1,482,950)	351%
Other expense, net	(3,683)	(75,315)	1944%	(56,725)	(73,878)	30%
Other income (expense), net	$ (110,380)	$ (800,969)	626%	$ (376,228)	$ (1,552,825)	313%

Other income/(expense) comprise primarily interest income, interest expense and non-cash gains/losses due to changes in the fair value of warrant liabilities. Other income/(expense), net, for the years ended December 31, 2011 and 2012 was $(110,380) and $(800,969), respectively, an increase of (626%) in other income/(expense), net. The increase in other income/(expense), net in 2012 compared to 2011 is largely attributable to interest expense on the $3.5 million loan entered into in 2012 and the amortization of the related discount, plus a full year of interest expense on debt and warrant liability incurred during 2011.

Other income/(expense), net, for the nine months ended September 30, 2012 and 2013 was $(376,228) and $(1,552,825), respectively, an increase of (313%) in other income/(expense), net. The increase in other income/(expense), net in the current period compared to the prior period is largely attributable to a full period of interest and amortization of the discount on the $3.5 million loan we entered into in 2012, and interest on a bridge loan entered into in 2013.

Financial Condition, Liquidity and Capital Resources

Since its inception, the Company has devoted substantially all of its efforts toward the development of exoskeletons for the medical, military and industrial markets and, more recently, toward the commercialization of its medical exoskeletons to rehabilitation centers; and toward raising capital. Accordingly, the Company is considered to be in the early commercialization stage. Since its inception, the Company has financed its operations primarily through the issuance and sale of equity securities for cash consideration and convertible and promissory notes, as well as from government research grant awards and strategic collaboration payments.

Cash and Working Capital

Since inception, the Company has incurred recurring net losses and negative cash flows from operations. As of September 30, 2013, the Company had a working capital deficit of $4.4 million, an accumulated deficit of $35.2 million and a stockholders' deficit of $33.7 million. The Company has incurred net losses of $9.4 million and $15.0 million for the years ended December 31, 2011 and 2012, respectively, and $10.8 million and $9.1 million during the nine month periods ended September 30, 2011 and 2012, respectively.

Liquidity and Capital Resources

Since inception, the Company has satisfied its operating cash requirements from proceeds associated with non-recurring engineering and development projects and from grants. More recently, beginning in December 2010, the Company financed its operations primarily from the private placements of preferred stock and convertible debt sold principally to outside investors.

The Company sold approximately $8.0 million of preferred stock to outside investors between December 2010 and June 2011, and approximately $9.0 million of preferred stock to outside investors between December 2011 and March 2012. Between May 2013 and August 2013, the Company sold approximately $10.8 million of preferred stock with warrants to purchase common stock. In November 2013, the Company secured $5.0 million through the issuance of convertible bridge notes, which were subsequently converted into common stock and common stock warrants in the Company's January 2014 PPO. The Company believes that the Merger will provide additional opportunities to issue securities and raise capital in the future.

Management believes that the Company's cash resources as of December 31, 2012, along with the bridge note proceeds received in November 2013 of $5 million and the PPO proceeds of $15.6 million (net of the conversion of the bridge loan), are sufficient to implement the business plan, support operations and meet current obligations through the middle of 2015.

Immediately after the closing of the Merger and private placement discussed above on January 15, 2014, the Company had approximately $11.0 million in cash, after payment of transaction-related expenses of approximately $2.3 million and the repayment in full of its $2.5 million senior note payable from the proceeds of the offering. During the next two years, the Company expects to spend approximately $9.0 million on sales and marketing expenses (including regulatory, clinical and related expenses). With these expenditures, the Company anticipates an increase in its product sales to rehabilitation hospital customers. The Company expects to also incur approximately $10.0 million in general and administrative costs to support the Company's ongoing research and development expenses and in general administrative costs.

Management believes the Company will have sufficient capital to fund its research and development and related general and administrative expenses for at least the next 18 months of operations under its current business plan. There can be no assurance that financing will be available when required in sufficient amounts, on acceptable terms or at all. In the event that the necessary additional financing is not obtained, we may have to reduce our discretionary overhead costs substantially, including research and development, general and administrative and sales and marketing expenses or otherwise curtail operations.

Cash and Cash Equivalents

The following table summarizes the cash for the periods stated. The Company held no cash equivalents for any of the periods presented.

	Years Ended December 31,		Nine Months Ended September 30,	
	2011	**2012**	**2012**	**2013**
			(unaudited)	
Cash, beginning of period	$ 2,169,134	$ 557,874	$ 557,874	$ 1,738,662
Net cash used in operating activities	(7,912,316)	(12,663,145)	(10,072,413)	(6,761,753)
Net cash used in investing activities	(543,559)	(864,838)	(849,762)	(49,627)
Net cash provided by financing activities	6,844,615	14,708,771	11,705,441	5,299,816
Cash, end of period	$ 557,874	$ 1,738,662	$ 1,341,140	$ 227,098

Net Cash Used in Operating Activities

Net cash used in operating activities was $7,912,316 and $12,663,145 for the years ended December 31, 2011 and 2012, respectively. Cash used in both periods was attributable primarily to net losses after adjustment for certain non-cash items, including but not limited to depreciation and amortization, stock-based compensation, adjustments to record convertible debt to fair value and gains/losses due to changes in the fair value of the warrant liabilities.

Net Cash Used in Investing Activities

Net cash used in investing activities was primarily related to equipment purchases as well as net payments for security deposits and notes receivables from stockholders during the years ended December 31, 2011 and 2012 and was $543,559 and $864,838, respectively, and was $849,762 and $49,627 for the nine-month periods ended September 30, 2012 and 2013, respectively.

Net Cash Provided by Financing Activities

Net cash provided by financing activities was $6.8 million and $14.7 million for the years ended December 31, 2011 and 2012, respectively, and was primarily the result of proceeds received from the issuance of convertible preferred stock, the issuance of convertible notes and notes payable offset by payments of principal on the notes payable. Net cash provided by financing activities was $11.8 million and $5.3 million in the nine-month periods ended September 30, 2012 and 2013, respectively, primarily as a result of the Company's issuance of convertible preferred stock and convertible notes offset by principal payments on the notes payable.

Contractual Obligations and Commitments

In the table below, we set forth our enforceable and legally binding obligations and future commitments, as well as obligations related to all contracts that we are likely to continue, regardless of the fact that they were cancelable as of December 31, 2012. Some of the figures that we include in this table are based on management's estimates and assumptions about these obligations, including their duration, the possibility of renewal, anticipated actions by third parties, and other factors. Because these estimates and assumptions are necessarily subjective, the obligations we will actually pay in future periods may vary from those reflected in the table.

	Total	Less than 1 Year	1-3 Years	4-5 Years	After 5 Years
Senior Note Payable (1)	$ 4,341,862	$ 1,789,230	$ 2,552,632	-	-
Facility Operating Lease	1,658,035	375,404	1,126,212	$ 156,419	-
Leasehold Improvement Loans	180,099	36,058	124,582	19,459	-
Other	21,290	4,178	13,778	3,334	-
Total	$ 6,201,286	$ 2,204,870	$ 3,817,204	$ 179,212	-

(1) The senior note payable was repaid in full on January 15, 2014.

Off-Balance Sheet Arrangements

The Company did not engage in any "off-balance sheet arrangements" (as that term is defined in Item 303(a)(4)(ii) of Regulation S-K) as of September 30, 2013.

SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT

Beneficial ownership is determined in accordance with the rules of the Securities and Exchange Commission and generally includes voting or investment power with respect to securities. In accordance with Securities and Exchange Commission rules, shares of our Common Stock which may be acquired upon exercise of stock options or warrants which are currently exercisable or which become exercisable within 60 days of the date of the applicable table below are deemed beneficially owned by the holders of such options and warrants and are deemed outstanding for the purpose of computing the percentage of ownership of such person, but are not treated as outstanding for the purpose of computing the percentage of ownership of any other person. Subject to community property laws, where applicable, the persons or entities named in the tables below have sole voting and investment power with respect to all shares of our Common Stock indicated as beneficially owned by them.

Pre-Merger

The following table sets forth certain information regarding the beneficial ownership of our Common Stock as of January 14, 2014, prior to the Merger, by (i) each stockholder known by us to be the beneficial owner of more than 5% of our Common Stock (our only classes of voting securities), (ii) each of our directors and executive officers, and (iii) all of our directors and executive officers as a group. Unless otherwise indicated, the persons named in the table below had sole voting and investment power with respect to the number of shares indicated as beneficially owned by them.

Name and address of beneficial owner	**Amount and nature of beneficial ownership**	**Percent of class [(1)]**
Pedro Perez Niklitschek San Isidro 250, depto 618 Santiago, Chile 8240400	17,310,000	78.7%
Miguel Molina Urra Santo Domingo 1325, depto 306 Santiago Chile, 8240400	173,100	*
All directors and executive officers as a group (2 persons)	17,483,100	79.5%

(1) Applicable percentage ownership is based on 21,983,700 shares of Common Stock outstanding as of January 14, 2014

* Less than 1%

Post-Merger

The following table sets forth information with respect to the beneficial ownership of our Common Stock as of January 16, 2014, after the Merger, by (i) each stockholder known by us to be the beneficial owner of more than 5% of our Common Stock (our only classes of voting securities), (ii) each of our directors and executive officers, and (iii) all of our directors and executive officers as a group. To the best of our knowledge, except as otherwise indicated, each of the persons named in the table has sole voting and investment power with respect to the shares of our Common Stock beneficially owned by such person, except to the extent such power may be shared with a spouse. To our knowledge, none of the shares listed below are held under a voting trust or similar agreement, except as noted. Other than the Merger, to our knowledge, there is no arrangement, including any pledge by any person of securities of the Company or any of its parents, the operation of which may at a subsequent date result in a change in control of the Company.

Unless otherwise indicated in the following table, the address for each person named in the table is c/o Ekso Bionics Holdings, Inc., 1414 Harbour Way South, Suite 1201, Richmond, California 94804, USA.

Name and address of beneficial owner	Amount and nature of beneficial ownership	Percent of class [(1)]
Directors		
Steven Sherman (2)	2,905,771	4.2%
Nathan Harding (3)	3,630,380	5.3%
Daniel Boren	-	*
Marilyn Hamilton(4)	79,365	*
Jack Peurach (5)	170,793	*
Executive Officers		
Nathan Harding (3)	3,630,380	5.3%
Max Scheder-Bieschin (6)	518,146	*
Russ Angold (7)	3,630,380	5.3%
Frank Moreman (8)	257,259	
All directors, nominees and executive officers as a group (8 persons)(9)	11,192,094	15.9%
5% Shareholders		
Opaleye L.P. (10)	16,000,000	21.1%
CNI Commercial LLC (11)	10,648,017	15.6%
Homayoon Kazerooni (12)	5,180,920	7.6%
Mark Tompkins (13)	4,542,580	6.2%

* Less than 1%

(1) Applicable percentage ownership is based on 67,946,146 shares of Common Stock outstanding as of January 16, 2014.

(2) Includes warrants to purchase 1,500,000 shares of Common Stock currently exercisable and 1,405,771 shares of common stock.

(3) Includes options to purchase 125,640 of Common Stock currently exercisable or exercisable within 60 days of January 16, 2014 and 3,504,740 shares of common stock

(4) Includes options to purchase 79,365 shares of Common Stock currently exercisable or exercisable within 60 days of January 16, 2014.

(5) Includes options to purchase 79,365 shares of Common Stock currently exercisable or exercisable within 60 days of January 16, 2014 and 91,428 shares of Common Stock.

(6) Includes options to purchase 456,432 shares of Common Stock currently exercisable or exercisable within 60 days of January 16, 2014 and 61,714 shares of Common Stock.

(7) Includes options to purchase 125,640 shares of Common Stock currently exercisable or exercisable within 60 days of January 16, 2014 and 3,504,740 shares of Common Stock

(8) Includes options to purchase 172,688 shares of Common Stock currently exercisable or exercisable within 60 days of January 16, 2014 and 84,571 shares of Common Stock.

(9) Includes warrants to purchase 1,500,000 shares of Common Stock currently exercisable, options to purchase 1,039,130 shares of Common Stock currently exercisable or exercisable within 60 days of January 16, 2014 and 8,652,964 shares of Common Stock.

(10) Includes warrants to purchase 7,000,000 shares of Common Stock currently exercisable and 7,000,000 shares of Common Stock, each held by Opaleye L.P. Also includes warrants to purchase 1,000,000 shares of Common Stock and 1,000,000 shares of Common Stock held by Silverman Insurance Partnership. James Silverman may be deemed to have voting and/or disposition control with respect to the shares held by Opaleye L.P. and Silverman Insurance Partnership. The business address of Opaleye L.P. is 777 Third Avenue, 22nd Floor, New York, NY, 10017.

(11) Includes warrants to purchase 279,645 shares of Common Stock currently exercisable and 10,368,372 shares of Common Stock. The business address of CNI Commercial LLC is 2020 Lonnie Abbott Blvd., Ada, OK 74820.

(12) Includes options to purchase 457,140 shares of Common Stock currently exercisable or exercisable within 60 days of January 16. 2014 and 4,723,780 shares of Common Stock. The mailing address of Professor Kazerooni is c/o University of California at Berkeley, 6147 Etcheverry Hall, Mailstop 1740, Berkeley, CA 94720.

(13) Includes warrants to purchase 1,500,000 shares of Common Stock currently exercisable and 3,042,580 shares of Common Stock. The mailing address of Mr. Tompkins is Via Guidino, App.1, 6900 Lugano – Paradiso, Switzerland.

DIRECTORS, EXECUTIVE OFFICERS, PROMOTERS AND CONTROL PERSONS

Directors and Executive Officers

Below are the names of and certain information regarding the Company's current executive officers and directors who were appointed effective as of the closing of the Merger:

Name	Age	Position	Date Named to Board of Directors/as Executive Officer
Steven Sherman	68	Chairman of the Board	January 15, 2014
Nathan Harding	45	Director and Chief Executive Officer	January 15, 2014
Dan Boren	40	Director	January 15, 2014
Marilyn Hamilton	64	Director	January 15, 2014
Jack Peurach	47	Director	January 15, 2014
Max Scheder-Bieschin	51	Chief Financial Officer	January 15, 2014
Russ Angold	37	Chief Technology Officer	January 15, 2014
Frank Moreman	54	Chief Operating Officer	January 15, 2014

Directors are elected to serve until the next annual meeting of stockholders and until their successors are elected and qualified. Directors are elected by a plurality of the votes cast at the annual meeting of stockholders and hold office until the expiration of the term for which he or she was elected and until a successor has been elected and qualified.

A majority of the authorized number of directors constitutes a quorum of the Board of Directors for the transaction of business. The directors must be present at the meeting to constitute a quorum. However, any action required or permitted to be taken by the Board of Directors may be taken without a meeting if all members of the Board of Directors individually or collectively consent in writing to the action.

Executive officers are appointed by the Board of Directors and serve at its pleasure.

The principal occupation and business experience during the past five years for our executive officers and directors is as follows:

Directors

Steven Sherman – Director and Chairman of the Board of Directors
Mr. Sherman has served on the Board of Directors of Ekso Bionics since December 2013. Since 1988, Mr. Sherman has been a member of Sherman Capital Group, a Merchant Banking organization with a portfolio of private and public investments. In addition to Ekso Bionics, Mr. Sherman is currently Chairman of Purple Wave Inc. Mr. Sherman is a founder of Novatel Wireless, Inc., Vodavi Communications Systems Inc. and Main Street and Main Inc. Previously, Mr. Sherman has served as a director of Telit; Chairman of Airlink Communications, Inc. until its sale to Sierra Wireless, Inc.; Chairman of Executone Information Systems; and as a director of Inter-Tel (Delaware) Incorporated.

Nathan Harding – Director and Chief Executive Officer
Mr. Harding is the co-founder of Ekso Bionics and has served as the Chief Executive Officer since November 2012. From 2005 to 2012, Mr. Harding served in various positions including Chief Executive Officer, Chief Operating Officer, and Chief Project Officer. He is also a co-inventor of the company's core exoskeleton technology. Prior to his work at Ekso Bionics, Mr. Harding worked as a Mechanical Engineer at Carnegie Mellon's Field Robotics Center from 1989 to 1990, and Redzone Robotics in 1991. He served in various roles including Mechanical Engineering Manager at Berkeley Process Control from 1994 to 2003, and served as a consultant to the Berkeley Robotics and Human Engineering Laboratory from October 2003 until co-founding Ekso Bionics in 2005. Mr. Harding holds ten U.S. patents and has another eight pending. Mr. Harding received his bachelor's degree in Mechanical Engineering and Economics from Carnegie Mellon University in Pittsburgh and his master's in Mechanical Engineering from the University of California, Berkeley.

Dan Boren – Director
Mr. Boren has served on the Board of Directors of Ekso Bionics since April 2013. Since January 2013, Mr. Boren has served as the President of Corporate Development for the Chickasaw Nation. Prior to that role, Mr. Boren served as the elected representative of Oklahoma's 2nd Congressional District in the U.S. House of Representatives from 2005 through 2013. Before his election to the U.S. House of Representatives, Mr. Boren was elected to the Oklahoma House of Representatives from 2002 to 2004. Mr. Boren earned his B.S. in Economics at Texas Christian University and went on to obtain an M.B.A. at University of Oklahoma.

Marilyn Hamilton – Director
Ms. Hamilton has served on the Board of Directors of Ekso Bionics since January 2012. In 2009, Ms. Hamilton founded StimDesigns LLC, an early stage neurotechnology company where she has served as CEO from 2009 to present. In 2007, Ms. Hamilton launched Envision, a professional speaking and business consulting company, and has served as its CEO from 2007 to present. Prior to launching Envision, Ms. Hamilton co-founded Motion Designs Inc. in 1979, a manufacturing and marketing company pioneering innovating custom, ultra-lightweight Quickie wheelchairs where she served in various leadership positions until it was sold ultimately to Sunrise Medical Inc., where Ms. Hamilton served as Global VP. In 1990 Ms. Hamilton founded Winners on Wheels, a coed-scouting program for children in wheelchair; in 2003 she co-founded Discovery through Design, raising awareness and funds for spinal cord injury research and paralyzed women's health; and for 9 years she served as a founding board member and current emeritus board member of The California Endowment, charged with expanding access to affordable, quality healthcare for underserved populations and to promote improvements in the health status of all Californians. Ms. Hamilton is currently an advisory board member of the National Center for Medical Rehabilitation Research at the National Institute of Health and has been a member of The Committee of 200 business women since 1993 whose mission is to foster, celebrate and advance women's leadership in private and public companies.

Jack Peurach – Director
Mr. Peurach has served on the Board of Directors of Ekso Bionics since January 2012. Mr. Peurach is the Executive Vice President for SunPower Corp (NASDAQ: SPWR), where he is responsible for all aspects of SunPower's PV modules and residential, commercial and utility PV systems. Prior to this role, Mr. Peurach led the research and development efforts of the PV Cells, Modules and Systems, and the Advanced Product Development groups at SunPower. Prior to SunPower's acquisition of PowerLight, Mr. Peurach served as PowerLight's vice president of product development. Earlier in his career, Mr. Peurach was a strategy consultant for Mercer Management Consulting and director of engineering at Berkeley Process Control, Inc. He holds a Bachelor of Science degree in mechanical engineering from Michigan State University, a Master of Science degree in mechanical engineering from the University of California, Berkeley, and a Master of Business administration, finance and entrepreneurship from the Wharton School, University of Pennsylvania.

Executive Officers

Russ Angold – Chief Technology Officer
Mr. Angold is the Co-Founder and has served as the Chief Technology Officer of Ekso Bionics since December 2011. From the founding of Ekso Bionics until December 2011, Mr. Angold served as Vice President of Engineering. Prior to joining Ekso Bionics, Mr. Angold held various engineering positions at Rain Bird Corporation, Berkeley Process Control and the Irrigation Training and Research Center in San Luis Obispo, California. Mr. Angold is also the Founding President and Chairman of the Bridging Bionics Foundation. Mr. Angold is a registered Professional Mechanical Engineer and holds a bachelor's degree in BioResource and Agricultural Engineering from California Polytechnic State University, San Luis Obispo.

Frank Moreman – Chief Operating Officer
Mr. Moreman has served as the Chief Operating Officer since November 2012. Previously, Mr. Moreman served as our Vice President of Manufacturing from July 2011 until November 2012. From January 2010 until joining Ekso Bionics, Mr. Moreman was an independent consultant, helping Silicon Valley companies in the areas of management development and manufacturing capabilities. From August 2008 until January 2010, Mr. Moreman was the Division Vice President for Sanmina-SCI's Semiconductor and Industrial Division, with manufacturing plants throughout the United States and China. From October 2002 until being acquired by Ultra Clean Technology in July 2006, Mr. Moreman was Chief Operating Officer and Owner of Sieger Engineering, a contract manufacturer serving the semiconductor and medical equipment markets. Following the acquisition, Mr. Moreman remained with Ultra Clean as Vice President of Materials, Quality, and IT until leaving to join Sanmina in 2008. Mr. Moreman received his BS in Mechanical Engineering from the United States Naval Academy.

Max Scheder-Bieschin – Chief Financial Officer
Mr. Scheder-Bieschin joined Ekso Bionics in January 2011 as its Chief Financial Officer. From November 2009 until he joined Ekso Bionics, Mr. Scheder-Bieschin was an independent consultant for a number of emerging technology companies, including Ekso Bionics. From March 2007 to October 2009, he was co-founder and CEO of Barefoot Motors, a designer and manufacturer of electric all-terrain vehicles. From October 2005 to February 2007, Mr. Scheder-Bieschin served as President of ZAP, a publicly-traded distributor of electric vehicles. From August 1997 to March 2004, Mr. Scheder-Bieschin lived in Frankfurt, serving in senior investment banking roles for BHF-Bank, ING Barings and Deutsche Bank. Mr. Scheder-Bieschin received his BA in economics from Stanford University. He attended New York University and Stanford University's Executive Program.

Director Independence

We are not currently subject to listing requirements of any national securities exchange or inter-dealer quotation system which has requirements that a majority of the board of directors be "independent" and, as a result, we are not at this time required to have our Board of Directors comprised of a majority of "independent directors." Nevertheless, our Board has determined that Messrs. Sherman, Boren and Peurach and Ms. Hamilton are independent directors under the applicable standards of the SEC and the Nasdaq stock market.

Family Relationships

There are no family relationships among our Directors or executive officers.

Involvement in Certain Legal Proceedings

None of our directors or executive officers has been involved in any of the following events during the past ten years:

- any bankruptcy petition filed by or against any business of which such person was a general partner or executive officer either at the time of the bankruptcy or within two years prior to that time;
- any conviction in a criminal proceeding or being subject to a pending criminal proceeding (excluding traffic violations and other minor offences);
- being subject to any order, judgment, or decree, not subsequently reversed, suspended or vacated, of any court of competent jurisdiction, permanently or temporarily enjoining, barring, suspending or otherwise limiting his or her involvement in any type of business, securities or banking activities; or
- being found by a court of competent jurisdiction (in a civil action), the Commission or the Commodity Futures Trading Commission to have violated a federal or state securities or commodities law, and the judgment has not been reversed, suspended, or vacated.

Board Committees

The Company currently has not established any committees of the Board of Directors. Our Board of Directors may designate from among its members an executive committee and one or more other committees in the future. We do not have a nominating committee or a nominating committee charter. Further, we do not have a policy with regard to the consideration of any director candidates recommended by security holders. To date, other than as described above, no security holders have made any such recommendations. The entire Board of Directors performs all functions that would otherwise be performed by committees. Given the present size of our board it is not practical for us to have committees. If we are able to grow our business and increase our operations, we intend to expand the size of our board and allocate responsibilities accordingly.

Audit Committee Financial Expert

We have no separate audit committee at this time. The entire Board of Directors oversees our audits and auditing procedures. The Board of Directors has at this time not determined whether any director is an "audit committee financial expert" within the meaning of Item 407(d)(5) for SEC regulation S-K.

Compensation Committee Interlocks and Insider Participation

We have no separate compensation committee at this time. No executive officer of the Company has served as a director or member of the compensation committee (or other committee serving an equivalent function) of any other entity, one of whose executive officers served as director of the Company during 2013.

Director Nomination Agreement

Prior to the consummation of the Merger, the Company entered into a director nomination agreement with Ekso Bionics' largest shareholder, CNI Commercial LLC ("CNI"). See "Certain Relationships and Related Transactions."

EXECUTIVE COMPENSATION

Summary Compensation Table

The following table sets forth information concerning the total compensation paid or accrued by us and by Ekso Bionics during the last two fiscal years indicated to (i) all individuals that served as our or Ekso Bionics' principal executive officer or acted in a similar capacity for us or Ekso Bionics at any time during the most recent fiscal year indicated; (ii) the two most highly compensated executive officers who were serving as executive officers of us or Ekso Bionics at the end of the most recent fiscal year indicated; and (iii) up to two additional individuals for whom disclosure would have been provided pursuant to clause (ii) above but for the fact that the individual was not serving as an executive officer of us or Ekso Bionics at the end of the most recent fiscal year indicated.

Name & Principal Position	Fiscal Year ended March 31,	Salary ($)	Bonus ($)	Stock Awards($)	Option Awards($)	Non-Equity Incentive Plan Compensation ($)	Non-Qualified Deferred Compensation Earnings ($)	All Other Compensation ($)	Total ($)
Pedro Perez Niklitschek, CEO of the Company (1)	2013	—	—	—	—	—	—	—	—
	2012	—	—	—	—	—	—	—	—
Miguel Molina Urra, Secretary of the Company (1)	2013	—	—	—	—	—	—	—	—
	2012	—	—	—	—	—	—	—	—

Name & Principal Position	Fiscal Year ended December 31,	Salary ($)	Bonus ($)	Stock Awards ($)	Option Awards($)(2)	Non-Equity Incentive Plan Compensation ($)	Non-Qualified Deferred Compensation Earnings ($)	All Other Compensation ($)	Total ($)
Nathan Harding, CEO of Ekso Bionics	2013	137,752	—	—	6,966	—	—	—	144,718
	2012	209,549	—	—	87,097	—	—		296,646
Max Scheder-Bieschin, CFO of Ekso Bionics	2013	144,768	—	—	6,966	—	—	—	151,734
	2012	200,445	—	—	87,097	—			287,542
Russ Angold, CTO of Ekso Bionics	2013	151,933	—	—	6,966	—	—	—	158,899
	2012	213,945	—	—	87,097	—			301,042
Frank Moreman, COO of Ekso Bionics	2013	165,938	—	—	95,066	—	—	—	261,004
	2012	218,757	—	—	17,419	—	—	—	236,176

(1) On January 15, 2014, Messrs. Perez Niklitschek and Molina Urra resigned from these positions.

(2) The amounts in the "Option Awards" column reflect the aggregate grant date fair value of stock options granted during the year computed in accordance with the provisions of ASC 718. The assumptions that we used to calculate these amounts are discussed in Note 14 to our financial statements included in this Current Report on Form 8-K. In connection with the Merger, the exercise prices for all outstanding options were adjusted to reflect the conversion ratio used in the Merger.

We have no plans in place and have never maintained any plans that provide for the payment of retirement benefits or benefits that will be paid primarily following retirement including, but not limited to, tax qualified deferred benefit plans, supplemental executive retirement plans, tax-qualified deferred contribution plans and nonqualified deferred contribution plans, except that the Company maintains a 401(k) plan in which all eligible employees may participate by making elective deferral contributions to the plan. The Company does not make any matching contributions to the plan.

Except as indicated below, we have no contracts, agreements, plans or arrangements, whether written or unwritten, that provide for payments to the named executive officers listed above.

Outstanding Equity Awards at Fiscal Year-End

We have one compensation plan approved by our stockholders, the 2014 Plan. As of the end of our last completed fiscal year, we had not granted any awards under the 2014 Plan. In connection with the Merger, options to purchase 4,978,645 shares of Ekso Bionics common stock were converted into options to purchase 7,586,459 shares of our Common Stock. See "Description of Securities—Options" below for more information.

The following table sets forth certain information concerning stock options held by the Named Executive Officers as of December 31, 2013.

Name	Number of Securities Underlying Unexercised Options Exercisable (#)	Number of Securities Underlying Unexercised Options Unexercisable (#)	Option Exercise Price ($)(1)	Option Expiration Date
Pedro Perez Niklitschek	—	—	—	—
Miguel Molina Urra	—	—	—	—
Nathan Harding	111,110(2)	155,555	$ 0.5381	4/24/2022
Nathan Harding	0(3)	20,513	$ 0.5381	7/15/2023
Max Scheder-Bieschin	177,777(2)	66,031	$ 0.3898	1/10/2021
Max Scheder-Bieschin	128,888(2)	84,444	$ 0.3898	7/20/2021
Max Scheder-Bieschin	111,110(2)	155,555	$ 0.5381	4/24/2022
Max Scheder-Bieschin	0(3)	20,513	$ 0.5381	7/15/2023
Russ Angold	111,110(2)	155,555	$ 0.5381	4/24/2022
Russ Angold	0(3)	20,513	$ 0.5381	7/15/2023
Frank Moreman	92,063(2)	60,317	$ 0.3898	7/11/2021
Frank Moreman	22,222(2)	31,111	$ 0.5381	4/24/2022
Frank Moreman	0(3)	279,940	$ 0.5381	7/15/2023

(1) Reflects the exercise price of the options after taking into account the adjustment of the exercise price in connection with the Merger to reflect the conversion ratio used in the Merger.

(2) Option becomes exercisable as to 25% of the total number of shares on the first anniversary of the date of grant, and thereafter vests in equal monthly installments for 36 months.

(3) Option becomes exercisable as to 12.5% of the total number of shares on the six-month anniversary of the date of grant, and thereafter vests in equal monthly installments for 42 months.

Employment Agreements

Nathan Harding, Chief Executive Officer and President. On January 15, 2014, in connection with the Merger, we entered into a two-year employment agreement with Mr. Harding. After the initial two-year term, the agreement shall be automatically renewed for successive one year periods unless terminated by a party on at least 30 days written notice prior to the end of the then-current term. Mr. Harding's annual base salary is $275,000 and is subject to increase as determined by our Board of Directors. Mr. Harding is eligible, at the discretion of our Board of Directors, to receive an annual bonus of up to 50% of his annual base salary based on us achieving certain operational, financial or other milestones (the "Milestones") established by our Board of Directors in consultation with Mr. Harding. All or any portion of any such annual bonus may be paid in cash, securities or other property. Mr. Harding is entitled to receive perquisites and other fringe benefits that may be provided to, and is eligible to participate in any other bonus or incentive program established by us, for our executives. Mr. Harding and his dependents are also entitled to participate in any of our employee benefit plans subject to the same terms and conditions applicable to other employees. Mr. Harding will be entitled to be reimbursed for all reasonable travel, entertainment and other expenses incurred or paid by him in connection with, or related to, the performance of his duties, responsibilities or services under his employment agreement, in accordance with policies and procedures, and subject to limitations, adopted by us from time to time. In connection with the Merger, we granted to Mr. Harding options to purchase 900,000 shares of our common stock, exercisable at a price of $1.00 per share, under our 2014 Plan. The options will become exercisable over a 4-year period, with 1/4 of the shares becoming exercisable on the first anniversary of the date of grant and with 1/48 of the shares becoming exercisable at the end of each month thereafter, and subject to Change of Control (as defined in his employment agreement), provided that Mr. Harding is employed by us or any of our subsidiaries on each vesting date.

In the event that Mr. Harding is terminated by us without Cause (as defined in his employment agreement) or he resigns for Good Reason (as defined in his employment agreement) during the term of his employment, Mr. Harding would be entitled to (x) an amount equal to his annual base salary then in effect (payable in accordance with the Company's normal payroll practices) for a period of 12 months commencing on the effective date of his termination (the "Severance Period"), plus any accrued but unused vacation, and (y) if and to the extent the Milestones are achieved for the annual bonus for the year in which the Severance Period commences (or, in the absence of Milestones, our Board of Directors has, in its sole discretion, otherwise determined an amount of Mr. Harding's annual bonus for such year), an amount equal to such annual bonus pro-rated for the portion of the performance year completed before Mr. Harding's employment terminated, (z) any of his stock options, restricted stock or similar incentive equity instruments, including the option grant summarized above, that would first have become vested or exercisable during the Severance Period if Mr. Harding continued to be employed by the Company. For the duration of the Severance Period, Mr. Harding will also be eligible to participate in our group health plan on the same terms applicable to similarly situated active employees during the Severance Period, provided Mr. Harding was participating in such plan immediately prior to the date of employment termination, and each other benefit program to the extent permitted under the terms of such program (collectively, the "Termination Benefits"). If Mr. Harding's employment is terminated during the term by us for Cause, by Mr. Harding for any reason other than Good Reason or due to his death, then he will not be entitled to receive the Termination Benefits, and shall only be entitled to the compensation and benefits which shall have accrued as of the date of such termination (other than with respect to certain benefits that may be available to Mr. Harding as a result of a "disability" (as defined in his employment agreement).

Russ Angold, Chief Technology Officer. On January 15, 2014, in connection with the Merger, we entered into a two-year employment agreement with Mr. Angold. After the initial two-year term, the agreement shall be automatically renewed for successive one year periods unless terminated by a party on at least 30 days written notice prior to the end of the then-current term. Mr. Angold's annual base salary is $225,000 and is subject to increase as determined by our Board of Directors. Mr. Angold is eligible to receive an annual cash bonus of up to 30% of his annual base salary, with such amount to be determined by our Chief Executive Officer or Board of Directors in their respective discretion. All or any portion of Mr. Angold's annual bonus maybe be based on us achieving the Milestones established by our Chief Executive Officer or Board of Directors in consultation with Mr. Angold. All or any portion of any the annual bonus may be paid in cash, securities or other property. Mr. Angold is entitled to receive perquisites and other fringe benefits that may be provided to, and is eligible to participate in any other bonus or incentive program established by us, for our executives. Mr. Angold and his dependents are also entitled to participate in any of our employee benefit plans subject to the same terms and conditions applicable to other employees. Mr. Angold will be entitled to be reimbursed for all reasonable travel, entertainment and other expenses incurred or paid by him in connection with, or related to, the performance of his duties, responsibilities or services under his employment agreement, in accordance with policies and procedures, and subject to limitations, adopted by us from time to time. In connection with the Merger, we granted to Mr. Angold options to purchase 300,000 shares of our common stock, exercisable at a price of $1.00 per share, under our 2014 Plan. The options will become exercisable over a 4-year period, with 1/4 of the shares becoming exercisable on the first anniversary of the date of grant and with 1/48 of the shares becoming exercisable at the end of each month thereafter, and subject to Change of Control (as defined in his employment agreement), provided that Mr. Angold is employed by us or any of our subsidiaries on each vesting date.

In the event that Mr. Angold is terminated by us without Cause (as defined in his employment agreement) or he resigns for Good Reason (as defined in his employment agreement) during the term of his employment, Mr. Angold would be entitled to (x) an amount equal to his annual base salary then in effect (payable in accordance with the Company's normal payroll practices) for a period of 12 months commencing on the effective date of his termination (the "Severance Period"), plus any accrued but unused vacation, and (y) if and to the extent the Milestones are achieved for the annual bonus for the year in which the Severance Period commences (or, in the absence of Milestones, our Board of Directors has, in its sole discretion, otherwise determined an amount of Mr. Angold's annual bonus for such year), an amount equal to such annual bonus pro-rated for the portion of the performance year completed before Mr. Angold's employment terminated, (z) any of his stock options, restricted stock or similar incentive equity instruments, including the option grant summarized above, that would first have become vested or exercisable during the Severance Period if Mr. Angold continued to be employed by the Company. For the duration of the Severance Period, Mr. Angold will also be eligible to participate in our group health plan on the same terms applicable to similarly situated active employees during the Severance Period, provided Mr. Angold was participating in such plan immediately prior to the date of employment termination, and each other benefit program to the extent permitted under the terms of such program (collectively, the "Termination Benefits"). If Mr. Angold's employment is terminated during the term by us for Cause, by Mr. Angold for any reason other than Good Reason or due to his death, then he will not be entitled to receive the Termination Benefits, and shall only be entitled to the compensation and benefits which shall have accrued as of the date of such termination (other than with respect to certain benefits that may be available to Mr. Angold as a result of a "disability" (as defined in his employment agreement)).

Frank Moreman, Chief Operating Officer. On January 15, 2014, in connection with the Merger, we entered into a two-year employment agreement with Mr. Moreman. After the initial two-year term, the agreement shall be automatically renewed for successive one year periods unless terminated by a party on at least 30 days written notice prior to the end of the then-current term. Mr. Moreman's annual base salary is $225,000 and is subject to increase as determined by our Board of Directors. Mr. Moreman is eligible to receive an annual cash bonus of up to 30% of his annual base salary, with such amount to be determined by our Chief Executive Officer or Board of Directors in their respective discretion. All or any portion of Mr. Moreman's annual bonus maybe be based on us achieving the Milestones established by our Chief Executive Officer or Board of Directors in consultation with Mr. Moreman. All or any portion of any the annual bonus may be paid in cash, securities or other property. Mr. Moreman is entitled to receive perquisites and other fringe benefits that may be provided to, and is eligible to participate in any other bonus or incentive program established by us, for our executives. Mr. Moreman and his dependents are also entitled to participate in any of our employee benefit plans subject to the same terms and conditions applicable to other employees. Mr. Moreman will be entitled to be reimbursed for all reasonable travel, entertainment and other expenses incurred or paid by him in connection with, or related to, the performance of his duties, responsibilities or services under his employment agreement, in accordance with policies and procedures, and subject to limitations, adopted by us from time to time. In connection with the Merger, we granted to Mr. Moreman options to purchase 350,000 shares of our common stock, exercisable at a price of $1.00 per share, under our 2014 Plan. The options will become exercisable over a 4-year period, with 1/4 of the shares becoming exercisable on the first anniversary of the date of grant and with 1/48 of the shares becoming exercisable at the end of each month thereafter, and subject to Change of Control (as defined in his employment agreement), provided that Mr. Moreman is employed by us or any of our subsidiaries on each vesting date.

In the event that Mr. Moreman is terminated by us without Cause (as defined in his employment agreement) or he resigns for Good Reason (as defined in his employment agreement) during the term of his employment, Mr. Moreman would be entitled to (x) an amount equal to his annual base salary then in effect (payable in accordance with the Company's normal payroll practices) for a period of 12 months commencing on the effective date of his termination (the "Severance Period"), plus any accrued but unused vacation, and (y) if and to the extent the Milestones are achieved for the annual bonus for the year in which the Severance Period commences (or, in the absence of Milestones, our Board of Directors has, in its sole discretion, otherwise determined an amount of Mr. Moreman's annual bonus for such year), an amount equal to such annual bonus pro-rated for the portion of the performance year completed before Mr. Moreman's employment terminated, (z) any of his stock options, restricted stock or similar incentive equity instruments, including the option grant summarized above, that would first have become vested or exercisable during the Severance Period if Mr. Moreman continued to be employed by the Company. For the duration of the Severance Period, Mr. Moreman will also be eligible to participate in our group health plan on the same terms applicable to similarly situated active employees during the Severance Period, provided Mr. Moreman was participating in such plan immediately prior to the date of employment termination, and each other benefit program to the extent permitted under the terms of such program (collectively, the "Termination Benefits"). If Mr. Moreman's employment is terminated during the term by us for Cause, by Mr. Moreman for any reason other than Good Reason or due to his death, then he will not be entitled to receive the Termination Benefits, and shall only be entitled to the compensation and benefits which shall have accrued as of the date of such termination (other than with respect to certain benefits that may be available to Mr. Moreman as a result of a "disability" (as defined in his employment agreement).

Max Scheder-Bieschin, Chief Financial Officer, Treasurer and Secretary. On January 15, 2014, in connection with the Merger, we entered into a two-year employment agreement with Mr. Scheder-Bieschin. After the initial two-year term, the agreement shall be automatically renewed for successive one year periods unless terminated by a party on at least 30 days written notice prior to the end of the then-current term. Mr. Scheder-Bieschin's annual base salary is $225,000 and is subject to increase as determined by our Board of Directors. Mr. Scheder-Bieschin is eligible to receive an annual cash bonus of up to 30% of his annual base salary, with such amount to be determined by our Chief Executive Officer or Board of Directors in their respective discretion. All or any portion of Mr. Scheder-Bieschin's annual bonus maybe be based on us achieving the Milestones established by our Chief Executive Officer or Board of Directors in consultation with Mr. Scheder-Bieschin. All or any portion of any the annual bonus may be paid in cash, securities or other property. Mr. Scheder-Bieschin is entitled to receive perquisites and other fringe benefits that may be provided to, and is eligible to participate in any other bonus or incentive program established by us, for our executives. Mr. Scheder-Bieschin and his dependents are also entitled to participate in any of our employee benefit plans subject to the same terms and conditions applicable to other employees. Mr. Scheder-Bieschin will be entitled to be reimbursed for all reasonable travel, entertainment and other expenses incurred or paid by him in connection with, or related to, the performance of his duties, responsibilities or services under his employment agreement, in accordance with policies and procedures, and subject to limitations, adopted by us from time to time. In connection with the Merger, we granted to Mr. Scheder-Bieschin options to purchase 300,000 shares of our common stock, exercisable at a price of $1.00 per share, under our 2014 Plan. The options will become exercisable over a 4-year period, with 1/4 of the shares becoming exercisable on the first anniversary of the date of grant and with 1/48 of the shares becoming exercisable at the end of each month thereafter, and subject to Change of Control (as defined in his employment agreement), provided that Mr. Scheder-Bieschin is employed by us or any of our subsidiaries on each vesting date.

In the event that Mr. Scheder-Bieschin is terminated by us without Cause (as defined in his employment agreement) or he resigns for Good Reason (as defined in his employment agreement) during the term of his employment, Mr. Scheder-Bieschin would be entitled to (x) an amount equal to his annual base salary then in effect (payable in accordance with the Company's normal payroll practices) for a period of 12 months commencing on the effective date of his termination (the "Severance Period"), plus any accrued but unused vacation, and (y) if and to the extent the Milestones are achieved for the annual bonus for the year in which the Severance Period commences (or, in the absence of Milestones, our Board of Directors has, in its sole discretion, otherwise determined an amount of Mr. Scheder-Bieschin's annual bonus for such year), an amount equal to such annual bonus pro-rated for the portion of the performance year completed before Mr. Scheder-Bieschin's employment terminated, (z) any of his stock options, restricted stock or similar incentive equity instruments, including the option grant summarized above, that would first have become vested or exercisable during the Severance Period if Mr. Scheder-Bieschin continued to be employed by the Company. For the duration of the Severance Period, Mr. Scheder-Bieschin will also be eligible to participate in our group health plan on the same terms applicable to similarly situated active employees during the Severance Period, provided Mr. Scheder-Bieschin was participating in such plan immediately prior to the date of employment termination, and each other benefit program to the extent permitted under the terms of such program (collectively, the "Termination Benefits"). If Mr. Scheder-Bieschin's employment is terminated during the term by us for Cause, by Mr. Scheder-Bieschin for any reason other than Good Reason or due to his death, then he will not be entitled to receive the Termination Benefits, and shall only be entitled to the compensation and benefits which shall have accrued as of the date of such termination (other than with respect to certain benefits that may be available to Mr. Scheder-Bieschin as a result of a "disability" (as defined in his employment agreement).

Director Compensation

Non-employee directors' compensation generally is determined and awarded by the Board. The Board is responsible for, among other things, reviewing, evaluating and designing a director compensation package of a reasonable total value, typically based on comparisons with similar firms, and aligned with long-term interests of the stockholders of the Company, and reviewing director compensation levels and practices and considering, from time to time, changes in such compensation levels and practices. These matters also include making equity awards to non-employee directors from time to time under the Company's equity-based plans. As part of these responsibilities, the Board may request that management of the Company provide it with recommendations on non-employee director compensation and/or common director compensation practices, although the Board retains its ultimate authority to take compensatory actions.

The Company currently pays its non-employee directors an annual retainer of $10,000. In addition, the Company will pay each member of a standing Board committee, once they are established, an annual retainer of $5,000 per committee, except that the chairperson of the Audit Committee shall be paid an annual retainer of $30,000 and the chairperson of the Compensation Committee shall be paid an annual retainer of $10,000. In addition, the Company pays the Chairman of the Board an additional cash retainer of $5,000 per month.

The Company also grants to each new director (not including those directors who were previously serving on the board of directors of Ekso Bionics) an option to purchase 100,000 shares of the Company's common stock.

In connection with the Merger, Steven Sherman was elected Chairman of the Board and granted an option to purchase 300,000 shares of the Company's common stock. Also in connection with the Merger, Marilyn Hamilton, Dan Boren and Jack Peurach, were each granted an option to purchase 50,000 shares of the Company's common stock. Each of the option awards were made under our 2014 Plan, have an exercise price of $1.00 per share and will become exercisable over a 4-year period, with 1/4 of the shares becoming exercisable on the first anniversary of the date of grant and with 1/48 of the shares becoming exercisable at the end of each month thereafter.

The following table sets forth compensation actually paid to or earned or accrued by Ekso Bionics' directors during 2013:

Name	Fees earned or paid in cash ($)	Stock awards ($)	Option awards ($)(1)	All other compensation ($)	Total ($)
Steven Sherman	—	—	—	—	—
Daniel Boren (2)	—	—	$ 48,698	—	$ 48,698
Marilyn Hamilton (3)	—	—	—	—	—
Jack Peurach (4)	—	—	—	—	—

(1) The amounts in the "Option Awards" column reflect the aggregate grant date fair value of stock options granted during the year computed in accordance with the provisions of ASC 718. The assumptions that we used to calculate these amounts are discussed in Note 14 to our financial statements included in this Current Report on Form 8-K. In connection with the Merger, the exercise prices for all outstanding options were adjusted to reflect the conversion ratio used in the Merger.

(2) As of December 31, 2013, Daniel Boren held options to purchase 152,380 shares of Common Stock at an exercise price of $0.5381 per share.

(3) As of December 31, 2013, Marilyn Hamilton held options to purchase 152,380 shares of Common Stock at an exercise price of $0.4594 per share.

(4) As of December 31, 2013, Jack Peurach held options to purchase 152,380 shares of Common Stock at an exercise price of $0.4594 per share.

CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS

SEC rules require us to disclose any transaction or currently proposed transaction in which the Company is a participant and in which any related person has or will have a direct or indirect material interest involving the lesser of $120,000 or one percent (1%) of the average of the Company's total assets as of the end of last two completed fiscal years. A related person is any executive officer, director, nominee for director, or holder of 5% or more of the Company's Common Stock, or an immediate family member of any of those persons.

The descriptions set forth above under the captions "The Merger and Related Transactions—Merger Agreement," "—Split-Off," "—the PPO," "—Registration Rights," "—2013 Equity Incentive Plan," "—Lock-up Agreements and Other Restrictions" and "Executive Compensation—Employment Agreements" and "—Director Compensation" and below under "Description of Securities—Options" are incorporated herein by reference.

In November 2012, Ekso Bionics entered a convertible bridge note agreement with CNI Commercial LLC ("CNI") pursuant to which Ekso Bionics issued CNI a convertible bridge note in the aggregate original principal amount of $3,190,000 in anticipation of closing a Series B convertible preferred stock financing in early 2013 (the "2012 CNI Bridge Note"). In March 2013, Ekso Bionics issued an additional convertible bridge note to CNI in the aggregate original principal amount of $1,000,000 (the "2013 CNI Bridge Note", and collectively, the "CNI Bridge Notes"). The 2012 CNI Bridge Note carried interest at a rate of 5% per annum with a maturity date of November 12, 2013. The 2013 CNI Bridge Note had identical terms to the 2012 CNI Bridge Note except that the 2013 CNI Bridge Note accrued interest at 10% per annum instead of 5% per annum. In April 2013, Ekso Bionics modified the 2012 CNI Bridge Note retroactively increasing the interest rate to 10%. Upon consummation of the Series B Financing in May 2013, the CNI Bridge Notes were converted into 2,446,916 shares of Series B Preferred Stock of Ekso Bionics (which were converted into 4,783,231 shares of Company Common Stock in connection with the Merger) and warrants to purchase 183,518 shares of common stock of Ekso Bionics (which were converted into 279,645 shares of Company Common Stock in connection with the Merger).

On October 21, 2013, The Chickasaw Nation Department of Commerce, an affiliate of CNI, purchased two receivables from Ekso Bionics for $180,000. The receivables represented payments due to Ekso Bionics from two customers totaling $199,410, for which The Chickasaw Nation Department of Commerce was paid in full on December 26, 2013.

Prior to consummation of the Merger, the entered into an agreement with CNI, whereby the Company agreed to nominate Daniel Boren, or another individual designated by CNI and reasonably acceptable to the remaining directors of the Company, for election as a director of the Company until the earlier of such time as CNI no longer holds at least 10% of the Company's outstanding voting securities, or the shares of Common Stock held by CNI are no longer subject to a contractual lock-up agreement with the Company restricting the resale of such shares of Common Stock.

MARKET PRICE OF AND DIVIDENDS ON COMMON EQUITY AND RELATED STOCKHOLDER MATTERS

Our Common Stock is quoted on the OTC Markets (OTCQB) under the symbol "EKSO." No shares of Common Stock had been traded as of December 31, 2013. Trading in shares of Common Stock in the OTC Markets commenced on or about January 17, 2014.

As of the date of this Report, we have 67,946,146 shares of Common Stock outstanding held by approximately 226 stockholders of record.

Dividend Policy

We have never paid any cash dividends on our capital stock and do not anticipate paying any cash dividends on our Common Stock in the foreseeable future. We intend to retain future earnings to fund ongoing operations and future capital requirements. Any future determination to pay cash dividends will be at the discretion of our Board of Directors and will be dependent upon financial condition, results of operations, capital requirements and such other factors as the Board of Directors deems relevant.

Securities Authorized for Issuance under Equity Compensation Plans

The Company had no equity compensation plans as of the end of fiscal year 2013.

On January 15, 2014, our Board of Directors of the Company adopted, and on the same date, our stockholders approved, the 2014 Equity Incentive Plan, which reserves a total of 14,410,000 shares of our Common Stock for issuance under the 2014 Plan. As described below, incentive awards authorized under the 2014 Plan include, but are not limited to, incentive stock options within the meaning of Section 422 of the internal Revenue Code of 1986, as amended (the "Code"). If an incentive award granted under the 2014 Plan expires, terminates, is unexercised or is forfeited, or if any shares are surrendered to us in connection with the exercise of an incentive award, the shares subject to such award and the surrendered shares will become available for further awards under the 2014 Plan.

The number of shares of our Common Stock subject to the 2014 Plan, any number of shares subject to any numerical limit in the 2014 Plan, to the terms of any incentive award or to any combination of the foregoing, is expected to be adjusted in the event of any change in our outstanding our Common Stock by reason of any stock dividend, spin-off, split-up, stock split, reverse stock split, recapitalization, reclassification, merger, consolidation, liquidation, business combination or exchange of shares or similar transaction.

Administration

The compensation committee of the Board, or the Board in the absence of such a committee, will administer the 2014 Plan. Subject to the terms of the 2014 Plan, the compensation committee or the Board has complete authority and discretion to determine the terms upon which awards may be granted under the 2014 Plan.

Grants

The 2014 Plan authorizes the grant to participants of nonqualified stock options, incentive stock options, restricted stock awards, restricted stock units, performance grants intended to comply with Section 162(m) of the Code and stock appreciation rights, as described below:

- Options granted under the 2014 Plan entitle the grantee, upon exercise, to purchase up to a specified number of shares from us at a specified exercise price per share. The exercise price for shares of our Common Stock covered by an option generally cannot be less than the fair market value of our Common Stock on the date of grant unless agreed to otherwise at the time of the grant. In addition, in the case of an incentive stock option granted to an employee who, at the time the incentive stock option is granted, owns stock representing more than 10% of the voting power of all classes of stock of the Company or any parent or subsidiary, the per share exercise price will be no less than 110% of the fair market value of our Common Stock on the date of grant.

- Restricted stock awards and restricted stock units may be awarded on terms and conditions established by the compensation committee, which may include performance conditions for restricted stock awards and the lapse of restrictions on the achievement of one or more performance goals for restricted stock units.

- The compensation committee may make performance grants, each of which will contain performance goals for the award, including the performance criteria, the target and maximum amounts payable, and other terms and conditions.

- The 2014 Plan authorizes the granting of stock awards. The compensation committee will establish the number of shares of our Common Stock to be awarded (subject to the aggregate limit established under the 2014 Plan upon the number of shares of our Common Stock that may be awarded or sold under the 2014 Plan) and the terms applicable to each award, including performance restrictions.

- Stock appreciation rights ("SARs") entitle the participant to receive a distribution in an amount not to exceed the number of shares of our Common Stock subject to the portion of the SAR exercised multiplied by the difference between the market price of a share of our Common Stock on the date of exercise of the SAR and the market price of a share of our Common Stock on the date of grant of the SAR.

Duration, Amendment, and Termination

The Board has the power to amend, suspend or terminate the 2014 Plan without stockholder approval or ratification at any time or from time to time. No change may be made that increases the total number of shares of our Common Stock reserved for issuance pursuant to incentive awards or reduces the minimum exercise price for options or exchange of options for other incentive awards, unless such change is authorized by our stockholders within one year of such change. Unless sooner terminated, the 2014 Plan would terminate ten years after it is adopted.

As of the date hereof, options to purchase an aggregate of 9,886,459 shares of our Common Stock have been issued under the 2014 Plan. See "Description of Securities—Options" below for more information.

DESCRIPTION OF SECURITIES

We have authorized capital stock consisting of 500,000,000 shares of Common Stock and 10,000,000 shares of preferred stock. As of the date of this Report, we had 67,946,146 shares of Common Stock issued and outstanding, and no shares of preferred stock issued and outstanding.

Common Stock

The holders of outstanding shares of Common Stock are entitled to receive dividends out of assets or funds legally available for the payment of dividends of such times and in such amounts as the board from time to time may determine. Holders of Common Stock are entitled to one vote for each share held on all matters submitted to a vote of stockholders. There is no cumulative voting of the election of directors then standing for election. The Common Stock is not entitled to pre-emptive rights and is not subject to conversion or redemption. Upon liquidation, dissolution or winding up of our company, the assets legally available for distribution to stockholders are distributable ratably among the holders of the Common Stock after payment of liquidation preferences, if any, on any outstanding payment of other claims of creditors. Each outstanding share of Common Stock is duly and validly issued, fully paid and non-assessable.

Preferred Stock

We may issue shares of preferred stock from time to time in one or more series, each of which will have such distinctive designation or title as shall be determined by our Board of Directors and will have such voting powers, full or limited, or no voting powers, and such preferences and relative, participating, optional or other special rights and such qualifications, limitations or restrictions thereof, as shall be stated in such resolution or resolutions providing for the issue of such class or series of preferred stock as may be adopted from time to time by the Board of Directors.

While we do not currently have any plans for the issuance of additional preferred stock, the issuance of such preferred stock could adversely affect the rights of the holders of Common Stock and, therefore, reduce the value of the Common Stock. It is not possible to state the actual effect of the issuance of any shares of preferred stock on the rights of holders of the Common Stock until the Board of Directors determines the specific rights of the holders of the preferred stock; however, these effects may include:

- Restricting dividends on the Common Stock;
- Diluting the voting power of the Common Stock;
- Impairing the liquidation rights of the Common Stock; or
- Delaying or preventing a change in control of the Company without further action by the stockholders.

Other than in connection with shares of preferred stock (as explained above), which preferred stock is not currently designated nor contemplated by us, we do not believe that any provision of our charter or By-Laws would delay, defer or prevent a change in control.

Options

Options to purchase an aggregate of 9,886,459 shares of our Common Stock have been issued under the 2014 Plan, as follows:

- Options to purchase 4,978,645 shares of Ekso Bionics' common stock issued and outstanding immediately prior to the closing of the Merger were converted into options to purchase 7,586,459 shares of our Common Stock, with a weighted average exercise price of $0.46 per share. Most of these option grants vest over a term of 48 months, beginning on the first anniversary of an employee's employment, and have a term of ten years.
- Options to purchase 450,000 shares of our Common Stock were granted to our directors. These option grants have an exercise price of $1.00 per share, will become exercisable over a term of 48 months, with 1/4 of the shares becoming exercisable on the first anniversary of the date of grant and with 1/48 of the shares becoming exercisable at the end of each month thereafter, and have a term of ten years.

- Options to purchase 1,850,000 shares of our Common Stock were granted to our officers and employees in connection with the Merger. These option grants have an exercise price of $1.00 per share, will become exercisable over a term of 48 months, with 1/4 of the shares becoming exercisable on the first anniversary of the date of grant and with 1/48 of the shares becoming exercisable at the end of each month thereafter, and have a term of ten years.

Warrants

As of the date hereof:

- The Bridge Warrants entitle their holders to purchase 2,500,000 shares of Common Stock, with a term of five years and an exercise price of $1.00 per share.

- The Bridge Agent Warrants entitle their holders to purchase 500,000 shares of Common Stock, with a term of five years and an exercise price of $1.00 per share.

- The PPO Warrants entitle their holders to purchase 20,580,000 shares of Common Stock, with a term of five years and an exercise price of $2.00 per share.

- The PPO Agent Warrants entitle their holders to purchase 1,558,000 shares of Common Stock, with a term of five years and an exercise price of $1.00 per share.

- Holders of warrants to purchase Ekso Bionics common stock prior to the Merger hold warrants to purchase 621,363 shares of Common Stock, which expire on May 20, 2020 and have an exercise price of $1.3781 per share. These warrants may, at the option of the holders, be exercised on a "cashless exercise" basis, which means that in lieu of paying the aggregate exercise price for the shares being purchased upon exercise of the warrants for cash, the holder will forfeit a number of shares underlying the warrants with a "fair market value" equal to such aggregate exercise price. We will not receive additional proceeds to the extent these warrants are exercised on a "cashless exercise" basis.

- Other warrants entitle their holders to purchase 225,000 shares of Common Stock, with a term of three years and an exercise price of $1.00 per share.

The outstanding warrants, other than those converted from warrants to purchase Ekso Bionics Common Stock, contain "weighted average" anti-dilution protection in the event that we issue Common Stock or securities convertible into or exercisable for shares of Common Stock at a price lower than the subject warrant's exercise price, subject to certain customary exceptions, as well as customary provisions for adjustment in the event of stock splits, subdivision or combination, mergers, etc.

See Item 2.01, "Completion of Acquisition or Disposition of Assets—The Merger and Related Transactions—Registration Rights" for a description of the registration rights granted to (among others) the holders of the PPO Warrants and the Agent Warrants, which description is incorporated herein by reference.

This summary descriptions of the warrants described above is qualified in their entirety by reference to the forms of such warrants filed as an exhibit to this Current Report.

Other Convertible Securities

As of the date hereof, other than the securities described above, the Company does not have any outstanding convertible securities.

Transfer Agent

The transfer agent for our Common Stock is VStock Transfer, LLC. The transfer agent's address is 77 Spruce Street, Suite 201, Cedarhurst, NY 11516, and its telephone number is +1-212 828-8436.

LEGAL PROCEEDINGS

From time to time, we may become involved in various lawsuits and legal proceedings which arise in the ordinary course of business. However, litigation is subject to inherent uncertainties, and an adverse result in these or other matters may arise from time to time that may harm our business.

We are currently not aware of any pending legal proceedings to which we are a party or of which any of our property is the subject, nor are we aware of any such proceedings that are contemplated by any governmental authority.

INDEMNIFICATION OF DIRECTORS AND OFFICERS

The Nevada Private Corporation Law and our Articles of Incorporation allow us to indemnify our officers and directors from certain liabilities and our By-Laws state that we shall indemnify every (i) present or former director or officer of us, (ii) any person who while serving in any of the capacities referred to in clause (i) served at our request as a director, officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, and (iii) any person nominated or designated by (or pursuant to authority granted by) the Board of Directors or any committee thereof to serve in any of the capacities referred to in clauses (i) or (ii) (each an "Indemnitee").

Our By-Laws provide that we shall indemnify an Indemnitee against all judgments, penalties (including excise and similar taxes), fines, amounts paid in settlement and reasonable expenses actually incurred by the Indemnitee in connection with any proceeding in which he was, is or is threatened to be named as defendant or respondent, or in which he was or is a witness without being named a defendant or respondent, by reason, in whole or in part, of his serving or having served, or having been nominated or designated to serve, if it is determined that the Indemnitee (a) conducted himself in good faith, (b) reasonably believed, in the case of conduct in his official capacity, that his conduct was in our best interests and, in all other cases, that his conduct was at least not opposed to our best interests, and (c) in the case of any criminal proceeding, had no reasonable cause to believe that his conduct was unlawful; provided, however, that in the event that an Indemnitee is found liable to us or is found liable on the basis that personal benefit was improperly received by the Indemnitee, the indemnification (i) is limited to reasonable expenses actually incurred by the Indemnitee in connection with the proceeding and (ii) shall not be made in respect of any proceeding in which the Indemnitee shall have been found liable for willful or intentional misconduct in the performance of his duty to us.

Other than in the limited situation described above, our By-Laws provide that no indemnification shall be made in respect to any proceeding in which such Indemnitee has been (a) found liable on the basis that personal benefit was improperly received by him, whether or not the benefit resulted from an action taken in the Indemnitee's official capacity, or (b) found liable to us. The termination of any proceeding by judgment, order, settlement or conviction, or on a plea of nolo contendere or its equivalent, is not of itself determinative that the Indemnitee did not meet the requirements set forth in clauses (a) or (b) above. An Indemnitee shall be deemed to have been found liable in respect of any claim, issue or matter only after the Indemnitee shall have been so adjudged by a court of competent jurisdiction after exhaustion of all appeals therefrom. Reasonable expenses shall, include, without limitation, all court costs and all fees and disbursements of attorneys for the Indemnitee. The indemnification provided shall be applicable whether or not negligence or gross negligence of the Indemnitee is alleged or proven.

In addition to our By-Laws and our Articles of Incorporation, we intend to enter into an Indemnification Agreement with each of our directors pursuant to which we will be obligated to maintain liability insurance in favor of the directors serving the Company and its subsidiaries and affiliates. We will also be required to indemnify, and to advance expenses on behalf of, such persons to the fullest extent permitted by applicable law and our governing documents. We believe that entering into the contemplated agreements will help attract and retain highly competent and qualified persons to serve the Company.

Other than discussed above, none of our By-Laws, our Articles of Incorporation or any indemnification agreement with any director of the Company includes any specific indemnification provisions for our officers or directors against liability under the Securities Act. Additionally, insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Company pursuant to the foregoing provisions, or otherwise, the Company has been advised that, in the opinion of the SEC, such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable.

Item 3.02 Unregistered Sales of Equity Securities

The Bridge Notes and the PPO

The information regarding the Bridge Notes, the Bridge Warrants, the Bridge Agent Warrants, the PPO, the PPO Warrants and the PPO Agent Warrants set forth in Item 2.01, "Completion of Acquisition or Disposition of Assets—The Merger and Related Transactions—Bridge Notes" and "—The PPO" and "Description of Securities—Warrants" is incorporated herein by reference.

Shares Issued in Connection with the Merger

On January 15, 2014, pursuant to the terms of the Merger Agreement, all of the shares of stock of Ekso were exchanged for 42,615,546 restricted shares of our Common Stock. This transaction was exempt from registration under Section 4(2) of the Securities Act as not involving any public offering. None of the securities were sold through an underwriter and, accordingly, there were no underwriting discounts or commissions involved.

In connection with the Merger, we issued 250,000 shares of our Common Stock to a consultant under a consulting agreement in consideration of business and consulting services provided by the consultant.

Sales of Unregistered Securities of Ekso Bionics

Set forth below is information regarding shares of common stock and preferred stock issued, and warrants granted, by Ekso Bionics within the past three years that were not registered under the Securities Act of 1933, as amended (the "Securities Act"). Also included is the consideration, if any, received by us for such shares, options and warrants and information relating to the section of the Securities Act, or rule of the Securities and Exchange Commission, under which exemption from registration was claimed. Share and per share stock numbers below in this Item do *not* give effect to the 3.462-for-one forward split of our Common Stock on December 16, 2013, and the Merger on January 15, 2014, in which each share of Ekso stock outstanding at the time of the Merger was automatically converted into shares of our Common Stock at the applicable conversion ration described elsewhere herein.

Series A Preferred Stock. Between December 7, 2010 and July 28, 2011, Ekso Bionics issued and sold 449,627 shares of Series A Preferred Stock (the "Ekso Series A Preferred Stock"), at a purchase price of $17.50 per share, to institutional and private investors, each of whom qualified as an accredited investor pursuant Regulation D under the Securities Act. The aggregate proceeds from the Ekso Series A Preferred Stock financing were approximately $7.7 million. Each share of Ekso Series A Preferred Stock was subdivided and reconstituted into ten shares of Ekso Series A Preferred Stock in connection with Ekso Bionics' 10:1 stock split on September 20, 2011.

Series A-2 Preferred Stock. Between December 5, 2011 and February 7, 2012, Ekso Bionics issued and sold 4,335,414 shares of Series A-2 Preferred Stock (the "Ekso Series A-2 Preferred Stock"), at a purchase price of $2.10 per share, to new and current institutional and private investors, each of whom qualified as an accredited investor pursuant Regulation D under the Securities Act. The aggregate proceeds from the Ekso Series A-2 Preferred Stock financing were $9.0.

2012 Bridge Financing. In November 2012, Ekso Bionics entered into two convertible bridge note agreements pursuant to which Ekso Bionics issued convertible bridge notes in the aggregate original principal amount of $3,311,546 (the "2012 Series B Bridge Notes") in anticipation of closing a Series B convertible preferred stock financing in early 2013. In January through April 2013, Ekso Bionics issued additional convertible bridge notes in the aggregate original principal amount of $2,000,000 (the "2013 Series B Bridge Notes," and collectively with the 2012 Series B Bridge Notes, the "Series B Bridge Notes"). The 2012 Series B Bridge Notes carried interest at a rate of 5% per annum with a maturity date of November 12, 2013. The 2013 Series B Bridge Notes had identical terms to the 2012 Series B Bridge Notes except that the 2013 Series B Bridge Notes accrued interest at 10% per annum instead of 5% per annum. In April 2013, Ekso Bionics modified the 2012 Series B Bridge Notes retroactively increasing the interest rate to 10%. The terms of conversion provided for issuance of a variable number of shares and warrants depending upon the timing of the Series B preferred stock offering. The aggregate proceeds from the Series B Bridge Notes were $5,311,546. All of the Series B Bridge Notes were converted into Ekso Series B Preferred Stock and common stock warrants in connection with the Series B Preferred Stock financing discussed below at a 15% discount.

Series B Preferred Stock. Between May 20, 2013 and September 27, 2013, Ekso Bionics issued and sold 5,179,344 shares of Series B Preferred Stock (the "Ekso Series B Preferred Stock"), at a purchase price of $2.10 per share, and common stock warrants to purchase up to 388,435 shares of common stock to new and current institutional and private investors, each of whom qualified as an accredited investor pursuant Regulation D under the Securities Act. The aggregate proceeds from the Series B Preferred Stock financing were $10.8, including the conversion of Series B Bridge Notes in the aggregate amount of $5,522,403.

Lender Warrants. On April 27, 2011, Ekso Bionics entered into a senior note payable agreement for an aggregate principal amount of $2,500,000 with Venture Lending & Leasing VI, Inc. ("VLL"), which was amended in May 2012 to provide for an additional $3,500,000 in funding. Under the original 2011 agreement, VLL received warrants to purchase 128,570 shares of Ekso Bionics' Series A convertible preferred stock at an exercise price of $1.75 per share. These warrants expire on October 31, 2021.

In connection with the amendment to the senior note payable agreement in 2012, Ekso Bionics issued another warrant to VLL to purchase either Series A-2 Preferred Stock or the type of equity issued in Ekso Bionics' next round of equity financing. The number of shares into which such 2012 warrant was exercisable varied based on the lowest price per share paid by an investor for the Series A-2 Preferred Stock (if VLL chose to exercise for Series A-2 Preferred Stock) or for the equity issued in Ekso Bionics' next round of equity financing (if VLL chose to exercise for the next round stock).

In connection with the Merger, VLL and Ekso Bionics entered into a Warrant Exercise and Exchange Agreement pursuant to which VLL exercised the 2011 warrant on a cashless basis for 128,570 shares of Series A Preferred Stock and exchanged the 2012 warrant for 257,829 shares of Series B Preferred Stock and a warrant to purchase 19,337 shares of Common Stock for a purchase price of $2.10 per share, exercisable at any time from time to time prior to May 20, 2020 and otherwise in the same form as the warrants issued in connection with the Series B Preferred Stock financing discussed above.

In addition, in November 2013, in connection with VLL's consent to the sale of the Bridge Notes and waiver of certain events of default under the senior note payable agreement, the Company issued to VLL a Bridge Warrant for 225,000 shares of the Company's Common Stock.

Development Agreement Warrant. In connection with the entry into a development agreement with a third party and as consideration for the third party's services under the development agreement, on November 16, 2012 Ekso Bionics issued a warrant to purchase either shares of Ekso Series A-2 Preferred Stock or the type of equity securities of Ekso Bionics issued and sold in the next sale of Ekso Bionics preferred stock following the issuance of the warrant. The development agreement has since been terminated and the warrant was exercised on a cashless basis for 27,500 shares of Ekso Series B Preferred Stock.

Each of the issuances described above was exempt from registration under Section 4(2) of the Securities Act as transactions by an issuer not involving any public offering. The recipients of securities in each transaction represented their intention to acquire the securities for investment only and not with a view to or for sale in connection with any distribution thereof and appropriate legends were affixed to the share certificates and other instruments issued in such transactions. None of these securities were sold through an underwriter and, accordingly, there were no underwriting discounts or commissions involved.

Options to Purchase Common Stock. For the period beginning January 15, 2011 through January 15, 2014, Ekso Bionics issued options to purchase an aggregate of 5,733,957 shares of Ekso Bionics' common stock and 40,000 shares of restricted stock to certain employees, officers, directors and consultants under its 2007 Equity Incentive Plan. The exercise prices of such options (without giving effect to the adjustment of such exercise prices based on the conversion ratio used in the Merger) ranges from $0.594 to $1.52. Ekso Bionics received aggregate proceeds of approximately $59,087 for such period as a result of the exercise of these options. These transactions were exempt from the registration requirements of the Securities Act in reliance on Rule 701 thereunder as transactions pursuant to compensatory benefit plans and contracts relating to compensation as provided under Rule 701 or under Section 4(2) of the Securities Act as transactions by an issuer not involving any public offering.

Item 4.01 Changes in Registrant's Certifying Accountant.

On January 15, 2014, Silberstein Ungar, PLLC CPAs, was dismissed as our independent registered public accounting firm. On the same date, OUM & Co., LLP was engaged as our new independent registered public accounting firm. The Board of Directors of the Company approved the dismissal of Silberstein Ungar, PLLC CPAs, and approved the engagement of OUM & Co., LLP as our independent registered public accounting firm.

None of the reports of Silberstein Ungar, PLLC CPAs, on our financial statements for either of the two most recent fiscal years or subsequent interim period contained an adverse opinion or disclaimer of opinion, or was qualified or modified as to uncertainty, audit scope or accounting principles, except that our audited financial statements contained in our Annual Reports on Form 10-K for the fiscal years ended March 31, 2013, and March 31, 2012, filed with the SEC, included a going concern qualification in the report of Silberstein Ungar, PLLC CPAs.

During the Company's two most recent fiscal years ended March 31, 2013 and 2012, and the subsequent interim periods preceding their dismissal, there were no disagreements with Silberstein Ungar, PLLC CPAs, whether or not resolved, on any matter of accounting principles or practices, financial statement disclosure, or auditing scope or procedure, which, if not resolved to the satisfaction of Silberstein Ungar, PLLC CPAs, would have caused them to make reference to the subject matter of the disagreement in connection with their report on the Company's financial statements.

The Company provided Silberstein Ungar, PLLC CPAs, with a copy of the disclosures it is making in this Report and has requested that Silberstein Ungar, PLLC CPAs, furnish it with a letter addressed to the SEC stating whether they agree with the above statements. The letter has not yet been received but will be filed as an exhibit to this Form 8-K by amendment.

During the two most recent fiscal years and the interim periods preceding the engagement, and through the date of this Report, neither the Company nor anyone on its behalf has previously consulted with OUM & Co., LLP regarding either (a) the application of accounting principles to a specified transaction, either completed or proposed; or the type of audit opinion that might be rendered on the Company's financial statements, and neither a written report was provided nor oral advice was provided to the Company that OUM & Co., LLP concluded was an important factor considered by the Company in reaching a decision as to the accounting, auditing or financial reporting issue; or (b) any matter that was either the subject of a disagreement (as defined in paragraph 304(a)(1)(iv) of Regulation S-K and the related instructions thereto) or a reportable event (as described in paragraph 304(a)(1)(v)) of Regulation S-K).

Item 5.01 Changes in Control of Registrant.

The information regarding change of control of the Company in connection with the Merger set forth in Item 2.01, "Completion of Acquisition or Disposition of Assets—The Merger and Related Transactions" is incorporated herein by reference.

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

The information regarding departure and election of directors and departure and appointment of principal officers of the Company in connection with the Merger set forth in Item 2.01, "Completion of Acquisition or Disposition of Assets—The Merger and Related Transactions" is incorporated herein by reference.

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

On January 15, 2014, prior to the Merger, our Board of Directors amended and restated our By-Laws in their entirety. A copy of our amended and restated By-Laws is filed as an exhibit to this Report.

Also on January 15, 2014, prior to the Merger, our Board of Directors changed our fiscal year from a fiscal year ending on March 31 of each year, which was used in our most recent filing with the SEC, to one ending on December 31 of each year, which is the fiscal year end of Ekso Bionics. The report covering the transition period will be filed on Form 10-K as of and for the transition period ended September 30, 2013.

Item 5.06 Change in Shell Company Status.

Prior to the Merger, we were a "shell company" (as such term is defined in Rule 12b-2 under the Securities Exchange Act of 1934, as amended (the "Exchange Act")). As a result of the Merger, we have ceased to be a shell company. The information contained in this Current Report, together with the information contained in our Annual Report on Form 10-K for the fiscal year ended March 31, 2013, and our subsequent Quarterly Reports on Form 10-Q and Current Reports on Form 8-K, as filed with the SEC, constitute the current "Form 10 information" necessary to satisfy the conditions contained in Rule 144(i)(2) under the Securities Act of 1933, as amended (the "Securities Act").

Item 9.01 Financial Statements and Exhibits.

(a) Financial statements of business acquired.

In accordance with Item 9.01(a), Ekso Bionics' audited consolidated financial statements as of, and for the fiscal years ended, December 31, 2012 and 2011, and Ekso Bionics' unaudited condensed consolidated financial statements as of, and for the nine months ended, September 30, 2013, and the accompanying notes, are included in this Report beginning on Page F-1.

(b) Pro forma financial information.

In accordance with Item 9.01(b), the following unaudited pro forma financial information with respect to the Merger with Ekso Bionics reported in Item 2.01 of this Current Report on Form 8-K is furnished as Exhibit 99.1.

- Unaudited Pro Forma Consolidated Balance Sheet as of September 30, 2013
- Unaudited Pro Forma Consolidated Statement of Operations for the nine months ended September 31, 2013
- Unaudited Pro Forma Consolidated Statement of Operations for the fiscal year ended December 31, 2012
- Notes to the Unaudited Pro Forma Consolidated Financial Statements.

(d) Exhibits

In reviewing the agreements included or incorporated by reference as exhibits to this Current Report on Form 8-K, please remember that they are included to provide you with information regarding their terms and are not intended to provide any other factual or disclosure information about the Company or the other parties to the agreements. The agreements may contain representations and warranties by each of the parties to the applicable agreement. These representations and warranties have been made solely for the benefit of the parties to the applicable agreement and:

- **should not in all instances be treated as categorical statements of fact, but rather as a way of allocating the risk to one of the parties if those statements prove to be inaccurate;**

- **have been qualified by disclosures that were made to the other party in connection with the negotiation of the applicable agreement, which disclosures are not necessarily reflected in the agreement;**

- **may apply standards of materiality in a way that is different from what may be viewed as material to you or other investors; and**

- **were made only as of the date of the applicable agreement or such other date or dates as may be specified in the agreement and are subject to more recent developments.**

Accordingly, these representations and warranties may not describe the actual state of affairs as of the date they were made or at any other time. Additional information about the Company may be found elsewhere in this Current Report on Form 8-K and the Company's other public filings, which are available without charge through the SEC's website at http://www.sec.gov.

Exhibit Number	Description
2.1*	Agreement and Plan of Merger and Reorganization, dated as of January 15, 2014, by and among the Registrant, Acquisition Sub and Ekso Bionics, Inc.
3.1	Articles of Incorporation of the Registrant *(incorporated by reference from the Registrant's Registration Statement on Form S-1 filed on May 8, 2012)*
3.2*	Certificate of Amendment of Articles of Incorporation of the Registrant
3.3*	Certificate of Merger of Ekso Bionics, Inc., with and into Acquisition Sub, filed January 15, 2014
3.4*	By-Laws of the Registrant
10.1 *	Indemnification Shares Escrow Agreement, dated as of January 15, 2014, by and among the Registrant, Nathan Harding and Gottbetter & Partners, LLP, as escrow agent
10.2 *	Split-Off Agreement, dated as of January 15, 2014, by and among the Registrant, PN Med Split Off Corp, Pedro Perez Niklitschek and Miguel Molina Urra
10.3 *	General Release Agreement, dated as of January 15, 2014, by and among the Registrant, PN Med Split Off Corp, Pedro Perez Niklitschek and Miguel Molina Urra
10.4 *	Form of Lock-Up and No Short Selling Agreement between the Registrant and the officers, directors and shareholders party thereto
10.5 *	Form of Subscription Agreement between the Registrant and the investors party thereto

Exhibit Number	Description
10.6 *	Form of Bridge Warrant and Warrant issued to Ekso Bionics' prior lender for Common Stock of the Registrant
10.7 *	Form of Bridge Agent Warrant for Common Stock of the Registrant
10.8 *	Form of PPO Warrant for Common Stock of the Registrant
10.9 *	Form of PPO Agent Warrant for Common Stock of the Registrant
10.10 *	Form of Registration Rights Agreement
10.11 *	Placement Agency Agreement, dated December 5, 2013, between the Registrant and Gottbetter Capital Markets, LLC
10.12 *†	The Registrant's 2014 Equity Incentive Plan
10.13 *	Form of Director Option Agreement under 2014 Equity Incentive Plan
10.14 *†	Form of Employee Option Agreement under 2014 Equity Incentive Plan
10.15 *†	Employment Agreement, dated as of January 15, 2014, between the Registrant and Nathan Harding
10.16 *†	Employment Agreement, dated as of January 15, 2014, between the Registrant and Max Scheder-Bieschin
10.17 *†	Employment Agreement, dated as of January 15, 2014, between the Registrant and Russ Angold
10.18 *†	Employment Agreement, dated as of January 15, 2014, between the Registrant and Frank Moreman
10.19 *	Exclusive License Agreement, dated as of November 15, 2005, by and between The Regents of the University of California and Berkeley ExoTech, Inc., d/b/a Berkeley ExoWorks
10.20 *	Exclusive License Agreement, dated as of July 14, 2008, by and between The Regents of the University of California and Berkeley ExoTech, Inc., d/b/a/ Berkeley Bionics and formerly d/b/a Berkeley ExoWorks (as amended by Amendment #1 to Exclusive License Agreement, dated as of May 20, 2009, by and between The Regents of the University of California and Berkeley Bionics)
10.21 *	Lease, dated as of November 29, 2011, by and between FPOC, LLC and Berkeley Bionics, Inc., d/b/a Ekso Bionics
10.22 *	Letter Agreement, dated as of November 12, 2013, by and between Gravitas Partners Ltd., Premium Capital Partners Ltd., and Ekso Bionics, Inc.

Exhibit Number	Description
10.23 *	Director Nomination Agreement dated as of January 15, 2013, among the Registrant, Ekso Bionics and CNI Commercial LLC
10.24	Form of Ekso Bionics' Warrant to purchase shares of its common stock (converted under the Merger Agreement into warrants to purchase shares of the Registrant's Common Stock)
16.1**	Letter from Silberstein Ungar, PLLC CPAs to the Securities and Exchange Commission
99.1 *	Pro forma financial information

* Filed herewith
** To be filed by amendment.
† Management contract or compensatory plan or arrangement

EKSO BIONICS, INC.

FINANCIAL STATEMENTS

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REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

Board of Directors and Stockholders
Ekso Bionics, Inc.

We have audited the accompanying consolidated balance sheets of Ekso Bionics, Inc. and Subsidiary as of December 31, 2011 and 2012 and the related consolidated statements of operations, convertible preferred stock and stockholders' deficit, and cash flows for each of the two years in the period ended December 31, 2012. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. Our audits included consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion. An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the consolidated financial statements audited by us present fairly, in all material respects, the consolidated financial position of Ekso Bionics, Inc. and Subsidiary at December 31, 2011 and 2012, and the consolidated results of its operations and its cash flows for each of the two years in the period ended December 31, 2012**,** in conformity with accounting principles generally accepted in the United States of America.

As discussed in Note 1, the Company will need to raise additional capital to fund its operations after January 1, 2014.

/s/ OUM & CO. LLP

San Francisco, California
January 21, 2014

Ekso Bionics, Inc. and Subsidiary
Consolidated Balance Sheets

	December 31,		September 30,
	2011	2012	2013
			(unaudited)
Assets			
Current assets:			
Cash	$ 557,874	$ 1,738,662	$ 227,098
Accounts receivable	391,638	788,241	665,287
Inventories, net	273,568	615,365	905,245
Note receivable from stockholder	50,225	99,035	102,560
Prepaid expenses and other current assets	102,251	109,236	191,365
Deferred cost of revenue	-	436,483	676,558
Total current assets	1,375,556	3,787,022	2,768,113
Property and equipment, net	507,017	1,665,191	1,421,714
Deferred cost of revenue, non-current portion	-	693,763	837,971
Other assets	83,380	63,850	55,405
Total assets	$ 1,965,953	$ 6,209,826	$ 5,083,203
Liabilities, Convertible Preferred Stock and Stockholders' Deficit			
Current liabilities:			
Notes payable, current portion	$ 413,932	$ 1,656,040	$ 1,998,410
Convertible debt	-	3,528,313	-
Accounts payable	920,918	1,729,731	1,919,845
Accrued liabilities	923,217	997,476	827,972
Customer advances and deferred revenues	862,402	1,566,153	2,440,443
Liability due to early stock option exercise	23,820	10,587	6,617
Total current liabilities	3,144,289	9,488,300	7,193,287
Customer advances and deferred revenues, non-current portion	-	1,898,560	2,291,344
Notes payable, non-current portion	872,601	2,509,634	1,247,197
Warrant liability	168,338	563,822	596,885
Deferred rent	2,850	159,916	132,762
Total liabilities	4,188,078	14,620,232	11,461,475
Commitments and contingencies (Note 16)			
Convertible preferred stock issuable in series, $0.001 par value; 10,365,000,10,365,000, and 21,151,850 shares authorized at December 31, 2011 and 2012 and September 30, 2013 (unaudited), respectively; 4,820,549, 8,831,684, and 14,011,028 shares issued and outstanding at December 31, 2011 and 2012 and September 30, 2013 (unaudited), respectively; liquidation preference of $1.75 - $2.10 per share at December 31, 2011 and 2012 and September 30, 2013 (unaudited)	8,199,909	16,675,983	27,323,933
Stockholders' deficit:			
Common stock, $0.001 par value; 26,000,000, 30,000,000, and 40,000,000 shares authorized at December 31, 2011 and 2012 and September 30, 2013 (unaudited), respectively; 9,738,580, 9,887,079, and 10,372,040 shares issued and outstanding at December 31, 2011 and 2012 and September 30, 2013 (unaudited), respectively	9,739	9,920	10,001
Additional paid-in capital	670,514	1,047,936	1,522,673
Accumulated deficit	(11,102,287)	(26,144,245)	(35,234,879)
Total stockholders' deficit	(10,422,034)	(25,086,389)	(33,702,205)
Total liabilities, convertible preferred stock and stockholders' deficit	$ 1,965,953	$ 6,209,826	$ 5,083,203

See Accompanying Notes to Financial Statements

Ekso Bionics, Inc. and Subsidiary
Consolidated Statements of Operations

	Years ended December 31,		Nine months ended September 30,	
	2011	2012	2012	2013
			(unaudited)	
Revenue:				
Medical devices	$ -	$ 566,222	$ 302,992	$ 1,138,995
Engineering services	1,846,476	2,140,355	1,531,768	1,375,010
Total revenue	1,846,476	2,706,577	1,834,760	2,514,005
Cost of revenue:				
Cost of medical devices	-	553,429	250,056	775,007
Cost of engineering services	1,319,430	1,782,848	1,515,073	1,018,801
Total cost of revenue	1,319,430	2,336,277	1,765,129	1,793,808
Gross profit	527,046	370,300	69,631	720,197
Operating expenses:				
General and administrative	3,823,497	4,381,067	3,336,628	2,854,332
Research and development	3,229,691	4,304,317	3,133,884	2,164,840
Sales and marketing	2,791,150	5,925,905	4,065,981	3,238,834
Total operating expenses	9,844,338	14,611,289	10,536,493	8,258,006
Loss from operations	(9,317,292)	(14,240,989)	(10,466,862)	(7,537,809)
Other income (expense):				
Interest income	4,812	10,692	9,246	4,003
Interest expense	(111,509)	(736,346)	(328,749)	(1,482,950)
Other expense, net	(3,683)	(75,315)	(56,725)	(73,878)
Total other income (expense), net	(110,380)	(800,969)	(376,228)	(1,552,825)
Net loss	$ (9,427,672)	$ (15,041,958)	$ (10,843,090)	$ (9,090,634)

See Accompanying Notes to Financial Statements

Ekso Bionics, Inc. and Subsidiary
Consolidated Statements of Convertible Preferred Stock and Stockholders' Deficit

	Convertible Preferred Stock		Common Stock		Additional Paid-In	Accumulated	Total Stockholders'
	Shares	Amount	Shares	Amount	Capital	Deficit	Deficit
Balance at December 31, 2010	1,616,380	$ 2,751,979	9,867,250	$ 9,868	$ 474,553	$ (1,674,615)	$ (1,190,194)
Issuance of Series A convertible preferred stock at $1.75 per share issued in exchange for cash, net of issuance costs of $77,833	2,879,890	4,962,283	-	-	-	-	-
Issuance of Series A-2 convertible preferred stock at $2.10 per share issued in exchange for cash net of issuance costs of $20,349	324,279	485,647	-	-	-	-	-
Issuance of common stock upon exercise of options	-	-	8,000	8	7,932	-	7,940
Common stock repurchased	-	-	(136,670)	(137)	(13,530)	-	(13,667)
Stock-based compensation expense	-	-	-	-	201,559	-	201,559
Net loss	-	-	-	-	-	(9,427,672)	(9,427,672)
Balance at December 31, 2011	4,820,549	8,199,909	9,738,580	9,739	670,514	(11,102,287)	(10,422,034)
Issuance of Series A-2 convertible preferred stock at $2.10 per share issued in exchange for cash	4,011,135	8,476,074	-	-	-	-	-
Issuance of common stock upon exercise of options	-	-	156,624	156	31,560	-	31,716
Common stock repurchased	-	-	(8,125)	(8)	(804)	-	(812)
Vesting of early exercised options	-	-	-	33	13,200	-	13,233
Stock-based compensation expense	-	-	-	-	333,466	-	333,466
Net loss	-	-	-	-	-	(15,041,958)	(15,041,958)
Balance at December 31, 2012	8,831,684	16,675,983	9,887,079	9,920	1,047,936	(26,144,245)	(25,086,389)
Issuance of Series B convertible preferred stock at $2.10 per share issued in exchange for cash (unaudited)	2,088,820	4,294,259	-	-	-	-	-
Issuance of Series B convertible preferred stock upon conversion of convertible debt and accrued interest (unaudited)	3,090,524	6,490,071	-	-	-	-	-
Common stock warrants issued in connection with issuance of Series B convertible preferred stock (unaudited)	-	(136,380)	-	-	136,380	-	136,380
Issuance of common stock upon exercise of options (unaudited)	-	-	486,836	73	51,748	-	51,821
Common stock repurchased (unaudited)	-	-	(1,875)	(2)	(185)	-	(187)
Vesting of early exercised options (unaudited)	-	-	-	10	3,960	-	3,970
Compensation expense for options issued a non-employee (unaudited)	-	-	-	-	4,679	-	4,679
Stock-based compensation expense (unaudited)	-	-	-	-	278,155	-	278,155
Net loss (unaudited)	-	-	-	-	-	(9,090,634)	(9,090,634)
Balance at September 30, 2013 (unaudited)	**14,011,028**	**$ 27,323,933**	**10,372,040**	**$ 10,001**	**$ 1,522,673**	**$ (35,234,879)**	**$ (33,702,205)**

See Accompanying Notes to Financial Statements

Ekso Bionics, Inc. and Subsidiary
Consolidated Statements of Cash Flows

	Years ended December 31,		Nine months ended September 30,	
	2011	2012	2012	2013
			(unaudited)	
Operating activities:				
Net loss	$ (9,427,672)	$ (15,041,958)	$ (10,843,090)	$ (9,090,634)
Adjustments to reconcile net loss to net cash used in operating activities:				
Depreciation and amortization	74,582	342,078	231,178	342,148
Loss on sale of property and equipment	-	20,212	20,212	223
Inventory allowance expense	-	19,432	-	-
Amortization of deferred rent	-	157,066	146,870	(27,154)
Amortization of debt discounts	-	120,931	80,069	126,010
Amortization of notes payable offering costs	-	7,871	5,760	6,974
Interest expense accrued to convertible notes	-	42,475	-	162,563
Interest income added to note receivable from stockholder	(1,225)	(3,810)	(2,635)	(3,525)
Fair value of warrant accounted for as a reduction of revenue		57,494		
Adjustment to record convertible note at fair value	-	174,292	-	799,195
Stock-based compensation expense	201,559	333,466	216,167	278,155
(Gain)/loss due to changes in fair value of warrant liability	1,082	(17,126)	-	33,063
Changes in operating assets and liabilities:				
Accounts receivable	(310,247)	(396,603)	(485,623)	122,954
Inventories	(273,568)	(828,776)	(838,691)	(339,147)
Prepaid expense and other assets	(63,860)	(5,326)	(31,164)	(80,658)
Deferred costs of revenue	-	(1,130,246)	(822,087)	(384,283)
Accounts payable	663,083	808,813	615,544	194,793
Accrued liabilities	576,558	74,259	(29,437)	(169,504)
Customer advances and deferred revenues	647,392	2,602,311	1,664,514	1,267,074
Net cash used in operating activities	(7,912,316)	(12,663,145)	(10,072,413)	(6,761,753)
Investing activities:				
Security deposits	(54,390)	10,000	10,000	-
Note receivable from stockholder	(49,000)	(45,000)	(45,000)	-
Acquisition of property and equipment	(440,169)	(832,303)	(817,227)	(49,827)
Proceeds from sales of property and equipment	-	2,465	2,465	200
Net cash used in investing activities	(543,559)	(864,838)	(849,762)	(49,627)
Financing activities:				
Proceeds from issuance of convertible notes, net of issuance costs	-	3,311,546	-	2,000,000
Proceeds from issuance of notes payable and warrants, net of issuance costs	1,398,595	3,500,000	3,500,000	-
Principal payments on notes payable	(20,000)	(609,753)	(372,163)	(1,046,077)
Proceeds from issuance of convertible preferred stock and warrants, net of issuance costs	5,447,927	8,476,074	8,548,185	4,294,259
Proceeds from early exercise of stock options	23,820	-	-	-
Proceeds (payments) from issuance of common stock, net of repurchases	(5,727)	30,904	29,419	51,634
Net cash provided by financing activities	6,844,615	14,708,771	11,705,441	5,299,816
Net (decrease) increase in cash	(1,611,260)	1,180,788	783,266	(1,511,564)
Cash at beginning of period	2,169,134	557,874	557,874	1,738,662
Cash at end of period	$ 557,874	$ 1,738,662	$ 1,341,140	$ 227,098

Ekso Bionics, Inc. and Subsidiary
Consolidated Statements of Cash Flows (continued)

Supplemental disclosure of cash flow activities:				
Cash paid for interest	$ 82,764	$ 387,391	$ 241,140	$ 306,792
Cash paid for taxes	$ -	$ 172	$ 172	$ 13,903
Supplemental disclosure of non-cash activites:				
Acquisition of property and equipment with note payable	$ -	$ 200,000	$ 200,000	$ -
Acquisition of property and equipment with capital lease	$ -	$ 23,079	$ 23,079	$ -
Transfer to property and equipment from inventory	$ -	$ 467,547	$ 467,547	$ 49,267
Preferred stock and common warrants issued to lender	$ 168,338	$ 355,116	$ 355,116	$ -
Conversion of principal on convertible notes into Series B convertible preferred stock	$ -	$ -	$ -	$ 6,285,033
Common stock warrants issued in connection with Series B convertible preferred stock offering	$ -	$ -	$ -	$ 136,380
Vesting of early exercised stock options	$ -	$ 13,233	$ 11,910	$ 3,970

See Accompanying Notes to Financial Statements

1. Organization

Description of Business

Ekso Bionics, Inc. (the "Company") was incorporated in January 2005 in the State of Delaware and is currently headquartered in Richmond, California. The Company, a leading developer and manufacturer of human exoskeletons, was founded after the University of California at Berkeley's Robotics and Human Engineering Laboratory had a breakthrough in demonstrating human exoskeletons that are more energy efficient than previously thought possible.

The Company has pioneered the field of robotic exoskeletons to augment human strength, endurance and mobility. The Company is developing and commercializing wearable robots, or "exoskeletons," (the "Ekso™" or "Ekso") that have a variety of applications in the medical, military, industrial, and consumer markets. The exoskeletons are ready to wear, battery-powered bionics that are strapped over the user's clothing, enabling individuals with neurological conditions affecting gait and stroke victims to walk again; permitting soldiers to carry heavy loads for long distances while mitigating lower back injuries; and allowing industrial workers to perform heavy duty work for extended periods. The Company is currently focusing primarily on medical applications, and its products have been registered with the U.S. Food and Drug Administration ("FDA") and have received a CE Mark (indicating compliance with European Union legislation). The Company has sold over 40 exoskeletons to rehabilitation centers since February 2012.

A wholly-owned UK subsidiary serves as the Company's sales and marketing agent for Ekso products in Europe.

Subsequent to September 30, 2013, the Company entered into a merger agreement with Ekso Bionics Holdings, Inc. (formerly PN Med Group Inc.). See Note 18, *Subsequent Events*.

Liquidity

The Company has incurred significant operating losses and negative cash flows from operations. At December 31, 2012, the Company had an accumulated deficit of $26.1 million, a working capital deficit of $5.7 million and a stockholders' deficit of $25.1 million. Management believes that the Company's cash resources as of December 31, 2012, along with the bridge note proceeds received in November 2013, are sufficient to meet its obligations through at least January 1, 2014. The Company will require additional capital to develop and commercialize the Ekso and to fund operating activities and will continue to seek additional financing, which may include issuing additional debt, an equity offering or a collaborative arrangement in order to continue such activities. If the Company is unable to complete such a transaction or is unable to obtain financing on acceptable terms or otherwise, the Company may be required to further reduce, defer or discontinue its activities or may not be able to continue as a going concern.

2. Summary of Significant Accounting Policies and Estimates

Principles of Consolidation

The accompanying consolidated financial statements have been prepared in accordance with accounting principles generally accepted in the United States and include the accounts of Ekso Bionics, Inc. and its wholly-owned subsidiary, Ekso Bionics, Ltd. All significant intercompany transactions and balances have been eliminated.

Unaudited Interim Financial Information

The accompanying interim balance sheet as of September 30, 2013, the statements of operations and cash flows for the nine months ended September 30, 2012 and 2013, the statements of convertible preferred stock and stockholders' deficit for the nine months ended September 30, 2013, and the related information contained in the notes to the consolidated financial statements are unaudited. These unaudited interim financial statements and notes have been prepared on the same basis as the audited financial statements and, in the opinion of management, reflect all adjustments, which include only normal recurring adjustments, necessary for a fair statement of the Company's financial position as of September 30, 2013 and its results of operations and cash flows for the nine months ended September 30, 2012 and 2013. The results of operations for the nine months ended September 30, 2013 are not necessarily indicative of the results to be expected for the year ended December 31, 2013 or any other interim period or for any other future year.

Stock Split

In September 2011, the Company filed an amendment to its Articles of Incorporation to effect a 10-for-1 stock split of its common and convertible preferred stock. All share and per share amounts relating to the common stock, convertible preferred stock, stock options and warrants and the conversion ratios of preferred stock included in the consolidated financial statements and footnotes have been retroactively restated to reflect the stock split.

Reverse Merger

No share or per share numbers relating to the common stock, convertible preferred stock, stock options or warrants of the Company included in the consolidated financial statements and notes thereto have been adjusted to give effect to the conversion of the Company's stock, warrants and options in connection with the reverse merger transaction in January 2014 described in Note 18, *Subsequent Events*, except as set forth in Note 18.

Use of Estimates

The preparation of the consolidated financial statements in conformity with accounting principles generally accepted in the United States of America ("GAAP") requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the balance sheet, and the reported amounts of revenues and expenses during the reporting period. For the Company, these estimates include, but are not limited to: revenue recognition, useful lives assigned to long-lived assets, realizability of deferred tax assets, valuation of common and preferred stock warrants and options, the valuation of common stock for purposes of determining stock-based compensation and contingencies. Actual results could differ from those estimates.

Foreign Currency Translation

The Company uses the U.S. dollar as its functional currency. Since some of the Company's transactions are executed in various non-U.S. dollar currencies, the Company converts these transactions into U.S. dollars for reporting purposes. Income, expenses and cash flows are translated at average exchange rates prevailing during the fiscal period, and assets and liabilities are translated at fiscal period-end exchange rates. Foreign exchange transaction gains and losses are included in other income (expense), in the accompanying consolidated statements of operations.

Cash and Cash Equivalents

The Company considers all highly liquid investments purchased with a maturity of three months or less to be cash equivalents. The Company's cash is deposited in bank accounts with the Company's primary cash management bank. The Company places its cash and cash equivalents in highly liquid instruments with, and in the custody of, financial institutions with high credit ratings and limits the amounts invested with any one institution, type of security and issuer. The Company did not have any cash equivalents or investments in money market funds as of December 31, 2011 and 2012, or as of September 30, 2013 (unaudited).

Concentration of Credit Risk and Other Risks and Uncertainties

Financial instruments that potentially subject the Company to concentrations of credit risk consist principally of cash and accounts receivable. The Company maintains its cash accounts in excess of federally insured limits. However, management believes the Company is not exposed to significant credit risk due to the financial position of the depository institutions in which these deposits are held.

The Company extends credit to customers in the normal course of business and performs ongoing credit evaluations of its customers. Concentrations of credit risk with respect to accounts receivable exist to the full extent of amounts presented in the consolidated financial statements. The Company performs ongoing credit evaluations of its customers and does not require collateral from its customers to secure accounts receivable.

Accounts receivable are derived from the sale of products shipped and services performed for customers located in the U.S. and throughout the world. Invoices are aged based on contractual terms with the customer. The Company reviews its accounts receivable for collectability and provides an allowance for credit losses, as needed. The Company has not experienced any losses related to accounts receivable as of December 31, 2011 and 2012, or as of September 30, 2013 (unaudited).

Many of the sales contracts with customers outside of the U.S. are settled in a foreign currency other than the U.S. dollar. The company does not enter into any foreign currency hedging agreements and is susceptible to gains and losses from foreign currency fluctuations. To date, the Company has not experienced significant gains or losses upon settling foreign contracts.

Customers with an accounts receivable balance of 10% or more of total accounts receivable and customers with net revenues of 10% or more of total revenues are as follows:

	December 30, 2011		December 31, 2012		September 30, 2013	
	Percentage of Accounts Receivable	Percentage of Revenue	Percentage of Accounts Receivable	Percentage of Revenue	Percentage of Accounts Receivable	Percentage of Revenue
					(unaudited)	
Customer 1	14.8%	57.5%	1.0%	11.7%	4.7%	13.4%
Customer 2	-	-	26.0%	-	-	1.2%
Customer 3	-	-	16.5%	-	-	1.0%
Customer 4	-	-	23.5%	0.3%	-	1.5%
Customer 5	-	-	-	-	21%	-
Customer 6	-	-	-	-	15.4%	0.4%
Customer 7	-	-	-	-	11.8%	-
Customer 8	40.5%	27.5%	3.0%	32.3%	-	23.6%
Customer 9	-	-	-	10.4%	-	13.7%
Customer 10	44.7%	9.5%	21.3%	15.4%	8.3%	0.4%

Inventories, net

Inventories are recorded at the lower of cost or market value. Cost is principally determined using the average cost method. Parts from vendors are received and recorded as raw material. Once the raw materials are incorporated in the fabrication of the product, the related value of the component is recorded as work in progress ("WIP"). Direct and indirect labor and applicable overhead costs are also allocated and recorded to WIP inventory. Finished goods are comprised of completed products that are ready for customer shipment. Excess and obsolete inventories are written down based on sales and forecasted demand.

Property and Equipment

Property and equipment are stated at cost less accumulated depreciation and are depreciated on a straight-line basis over the estimated useful lives of the assets, generally ranging from three to five years. Leasehold improvements are amortized over the shorter of their estimated useful lives or the related terms of the leases, generally ranging from five to ten years.

The costs of repairs and maintenance are expensed when incurred, while expenditures for refurbishments and improvements that significantly add to the productive capacity or extend the useful life of an asset are capitalized. When assets are retired or sold, the asset cost and related accumulated depreciation or amortization are removed from the accompanying consolidated balance sheets, with any gain or loss reflected in the accompanying consolidated statements of operations.

Impairment of Long-Lived Assets

The Company assesses the impairment of long-lived assets whenever events or changes in circumstances indicate that their carrying value may not be recoverable from the estimated future cash flows expected to result from their use or eventual disposition. The Company's long-lived assets subject to this evaluation include only property and equipment. If estimates of future undiscounted net cash flows are insufficient to recover the carrying value of the assets, the Company will record an impairment loss in the amount by which the carrying value of the assets exceeds the fair value. If the assets are determined to be recoverable, but the useful lives are shorter than originally estimated, the Company will depreciate or amortize the net book value of the assets over the newly determined remaining useful lives. For each of the years ended December 31, 2011 and 2012, and for the nine months ended September 30, 2012 and 2013 (unaudited), none of the Company's property and equipment was determined to be impaired. Accordingly, no impairment loss has been recognized.

Convertible Instruments

The Company accounts for hybrid contracts that feature conversion options in accordance with applicable GAAP. Accounting Standards Codification ("ASC") 815, *Derivatives and Hedging Activities*, ("ASC 815") requires companies to bifurcate conversion options from their host instruments and account for them as free standing derivative financial instruments according to certain criteria. The criteria includes circumstances in which (a) the economic characteristics and risks of the embedded derivative instrument are not clearly and closely related to the economic characteristics and risks of the host contract, (b) the hybrid instrument that embodies both the embedded derivative instrument and the host contract is not re-measured at fair value under otherwise applicable generally accepted accounting principles with changes in fair value reported in earnings as they occur and (c) a separate instrument with the same terms as the embedded derivative instrument would be considered a derivative instrument.

Conversion options that contain variable settlement features such as provisions to adjust the conversion price upon subsequent issuances of equity or equity linked securities at exercise prices more favorable than that featured in the hybrid contract generally result in their bifurcation from the host instrument.

The Company accounts for convertible instruments, when the Company has determined that the embedded conversion options should not be bifurcated from their host instruments, in accordance with ASC 470-20, *Debt with Conversion and Other Options* ("ASC 470-20"). Under ASC 470-20 the Company records, when necessary, discounts to convertible notes for the intrinsic value of conversion options embedded in debt instruments based upon the differences between the fair value of the underlying common stock at the commitment date of the note transaction and the effective conversion price embedded in the note. The Company accounts for convertible instruments (when the Company has determined that the embedded conversion options should be bifurcated from their host instruments) in accordance with ASC 815. Under ASC 815, a portion of the proceeds received upon the issuance of the hybrid contract are allocated to the fair value of the derivative. The derivative is subsequently marked to market at each reporting date based on current fair value, with the changes in fair value reported in results of operations.

The Company also follows ASC 480-10, *Distinguishing Liabilities from Equity* ("ASC 480-10") in its evaluation of the accounting for a hybrid instrument. A financial instrument that embodies an unconditional obligation, or a financial instrument other than an outstanding share that embodies a conditional obligation, that the issuer must or may settle by issuing a variable number of its equity shares shall be classified as a liability (or an asset in some circumstances) if, at inception, the monetary value of the obligation is based solely or predominantly on any one of the following: *a*. a fixed monetary amount known at inception (for example, a payable settleable with a variable number of the issuer's equity shares); *b*. variations in something other than the fair value of the issuer's equity shares (for example, a financial instrument indexed to the Standard and Poor's S&P 500 Index and settleable with a variable number of the issuer's equity shares); or *c.* variations inversely related to changes in the fair value of the issuer's equity shares (for example, a written put option that could be net share settled). Hybrid instruments meeting these criteria are not further evaluated for any embedded derivatives, and are carried as a liability at fair value at each balance sheet date with remeasurements reported in interest expense in the accompanying consolidated statements of operations.

Warrants Issued in Connection with Financings

The Company generally accounts for warrants issued in connection with debt and equity financings as a component of equity, unless the warrants include a conditional obligation to issue a variable number of shares or there is a deemed possibility that the Company may need to settle the warrants in cash. For warrants issued with a conditional obligation to issue a variable number of shares or the deemed possibility of a cash settlement, the Company records the fair value of the warrants as a liability at each balance sheet date and records changes in fair value in other income (expense) in the consolidated statements of operations.

Fair Value of Financial Instruments

ASC 820, *Fair Value Measurements* ("ASC 820") clarifies that fair value is an exit price, representing the amount that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants. As such, fair value is a market-based measurement that should be determined based on assumptions that market participants would use in pricing an asset or liability.

ASC 820 requires that the valuation techniques used to measure fair value must maximize the use of observable inputs and minimize the use of unobservable inputs. ASC 820 establishes a three tier value hierarchy, which prioritizes inputs that may be used to measure fair value as follows:

- Level 1—Observable inputs that reflect quoted prices for identical assets or liabilities in active markets.
- Level 2—Observable inputs other than Level 1 prices, such as quoted prices for similar assets or liabilities; quoted prices in markets that are not active; or other inputs that are observable or can be corroborated by observable market data for substantially the full term of the assets or liabilities.
- Level 3—Unobservable inputs that are supported by little or no market activity and that are significant to the fair value of the assets or liabilities.

The carrying amounts of current assets, current liabilities and the non-current portion of customer advances and deferred revenues approximate their fair values because of the relatively short periods until they mature or are required to be settled. The fair values of the notes payable also approximate their fair values because of the relatively short periods until they mature. A majority of the notes are payable in 2014 and 2015. The fair value of convertible debt is based on its settlement value "as if" conversion occurred on the reporting date, and stock options and preferred stock warrant liabilities are estimated using the Black-Scholes valuation model, all as more fully discussed in their respective footnotes.

Deferred Rent

Deferred rent consists of the difference between cash payments and the recognition of rent expense on a straight line basis over the life of the lease.

Revenue and Cost of Revenue

When collaboration, other research arrangements and product sales include multiple-element revenue arrangements, the Company accounts for these transactions by determining the elements, or deliverables, included in the arrangement and determining which deliverables are separable for accounting purposes. The Company considers delivered items to be separable if the delivered item(s) have stand-alone value to the customer.

The Company recognizes revenue when the four basic criteria of revenue recognition are met:

- Persuasive evidence of an arrangement exists. Customer contracts and purchase orders are generally used to determine the existence of an arrangement.

- The transfer of technology or products has been completed or services have been rendered. Customer acceptance, when applicable, is used to verify delivery.

- The sales price is fixed or determinable. The Company assesses whether the cost is fixed or determinable based on the payment terms associated with the transaction and whether the sales price is subject to refund or adjustment.
- Collectability is reasonably assured. The Company assesses collectability based primarily on the creditworthiness of the customer as determined by credit checks and analysis as well as the customer's payment history.

During 2011, the Company's revenue was derived principally from collaborative research and development service arrangements, technology license agreements, and government grants. Beginning in 2012, with the commercialization of the Ekso™, the Company began to recognize revenue from the sales of the Ekso™ and related services.

Medical Device Revenue and Cost of Revenue

The Company builds medical devices called the Ekso™ for sale and capitalizes into inventory materials, direct and indirect labor and overhead in connection with manufacture and assembly of these units.

In a typical Ekso™ sales arrangement, the Company is obligated to deliver to the customer the Ekso™ unit and related software (the software is essential to the unit's functionality), post-sale training, technical support and maintenance. Because of the uniqueness of the Ekso™ unit and its use, none of these deliverables has standalone value to the customer. Accordingly, once a sales arrangement with a fixed or determinable price and reasonably assured payment is in place, the entire sales price is accounted for as a single unit of accounting. The combined total sales price for the delivered and undelivered elements are deferred and amortized to revenue beginning at the completion of training, which is the last delivered item, on a straight line basis over the maintenance period, usually three years.

Because of the limited guidance about how to account for costs associated with a delivered item that cannot be separated from the undelivered items, the accounting for such costs must be based on the conceptual framework and analogies to the limited guidance that does exists. Accordingly, the Company accounts for the costs of the delivered items following, by analogy, the guidance in Accounting Standards Codification ("ASC") 310-20, *Nonrefundable Fees and Other Costs* ("ASC 310-20"). Under this guidance, upon completion of training, the costs capitalized into inventory including direct material, direct and indirect labor, as well as overhead costs are deferred and then amortized to costs of sales on the same basis as deferred revenue. The Company's inclusion of indirect labor and overhead costs are included in inventory because, under the conceptual framework, they add value to the Ekso™ unit and are otherwise appropriate inventory costs. Since the Company has an enforceable contract for the remaining deliverables and the entire arrangement is expected to generate positive margins, realization of the capitalized costs is probable and, as such, deferring and amortizing them on the same basis as deferred revenue is appropriate.

At the time of shipment to the customer, the related inventory is reclassified to deferred cost of revenue where it is amortized to cost of revenue over the same period that revenue is recognized. All costs incurred subsequent to the date of shipment are expensed as incurred. The cost of medical device revenue includes expenses associated with the manufacture and delivery of devices including materials, payroll, benefits, subcontractor expenses, depreciation of manufacturing equipment, excess and obsolete inventory costs, and shipping charges.

Engineering Services Revenue and Cost of Revenue

The Company enters into technology license agreements that typically provide for annual minimum access fees. When these annual minimum payments have separate stand-alone values, the Company recognizes revenue when the technology is transferred or accessed, provided that the technology transferred or accessed is not dependent on the outcome of continuing research and/or other development efforts.

Collaborative arrangements typically consist of cost reimbursements for specific research and development spending, and future product royalty payments. Cost reimbursements for research and development spending are recognized as the related project labor hours are incurred in relation to all labor hours and when collectability is reasonably assured. Amounts received in advance are recorded as deferred revenue until the technology is transferred, services are rendered, or milestones are reached. Product royalty payments are recorded when earned under the arrangement.

Government grants, which support the Company's research efforts in specific projects, generally provide for reimbursement of approved costs as defined in the notices of grant awards. Grant revenue is recognized as the associated project labor hours are incurred in relation to total labor hours. There are some grants, like the National Science Foundation grants, which the Company draws upon and spends based on budgets preapproved by the grantor.

The cost of engineering services revenue includes payroll and benefits, subcontractor expenses and materials. All costs related to engineering services are expensed as incurred and reported as cost of revenue.

Research and Development

Research and development costs consist of costs incurred for the Company's own internal research and development activities. These costs primarily include salaries and other personnel-related expenses, contractor fees, facility costs, supplies, and depreciation of equipment associated with the design and development of new products prior to the establishment of their technological feasibility. Such costs are expensed as incurred.

Advertising and Marketing Costs

Advertising and marketing costs are charged to sales and marketing expense as incurred. Advertising and marketing expense was $762,477 and $518,747 for the years ended December 31, 2011 and December 31, 2012 and $429,884 and $77,840 for the nine months ended September 30, 2012 and 2013 (unaudited), respectively.

Shipping Costs

Amounts billed to customers for shipping costs are recognized as revenue. Costs incurred to ship devices from the Company's manufacturing facility are recorded in cost of revenues. Shipping revenues and costs were immaterial for all periods presented.

Income Taxes

The Company accounts for income taxes using the asset and liability method. Under this method, income tax expense or benefit is recognized for the amount of taxes payable or refundable for the current year and for deferred tax liabilities and assets for the future tax consequences of events that have been recognized in the Company's consolidated financial statements or tax returns. The Company accounts for any income tax contingencies in accordance with accounting guidance for income taxes. The measurement of current and deferred tax assets and liabilities is based on provisions of currently enacted tax laws. The effects of any future changes in tax laws or rates have not been considered.

For the preparation of the Company's consolidated financial statements included herein, the Company estimates its income taxes and tax contingencies in each of the tax jurisdictions in which it operates prior to the completion and filing of its tax returns. This process involves estimating actual current tax expense together with assessing temporary differences resulting from differing treatment of items, such as deferred revenue, for tax and accounting purposes. These differences result in net deferred tax assets and liabilities. The Company must then assess the likelihood that the deferred tax assets will be realizable, and to the extent they believe that realizability is not likely, the Company must establish a valuation allowance. In assessing the need for any additional valuation allowance, the Company considers all the evidence available to it, both positive and negative, including historical levels of income, legislative developments, expectations and risks associated with estimates of future taxable income, and ongoing prudent and feasible tax planning strategies.

Stock-based Compensation

The Company measures stock-based compensation expense for all stock-based awards made to employees and directors based on the estimated fair value of the award on the date of grant and recognized, less estimated forfeitures, on a straight-line basis over the requisite service periods of the awards using the Black-Scholes option pricing model. Stock-based awards made to non-employees are measured and recognized based on the estimated fair value on the vesting date using the Black-Scholes option pricing model and are remeasured at each reporting period.

The Company's determination of the fair value of stock-based awards on the date of grant using the Black-Scholes option pricing model is affected by the Company's stock price as well as assumptions regarding a number of highly complex and subjective variables. These variables include, but are not limited to the Company's expected stock price volatility over the term of the awards, and actual and projected employee stock option exercise behaviors.

The Company has, from time to time, modified the terms of its stock options to employees. The Company accounts for the incremental increase in the fair value over the original award on the date of the modification for vested awards or over the remaining service (vesting) period for unvested awards. The incremental compensation cost is the excess of the fair value based measure of the modified award on the date of modification over the fair value of the original award immediately before the modification.

Comprehensive Income/(Loss)

ASC 220, *Comprehensive Income* requires that an entity's change in equity (or net assets) be reported if it arises from transactions and other events having non-owner sources. Comprehensive loss for the periods presented was comprised solely of the Company's consolidated net loss. The comprehensive loss for the years ended December 31, 2011 and 2012 was $9,427,672 and 15,041,958, respectively, and $10,843,090 and $9,090,634 for the nine months ended September 30, 2012 and 2013, respectively (unaudited). There were no other changes in equity that were excluded from the Company's consolidated net loss for all periods presented.

Recently Adopted Accounting Standards

In February 2013, the Financial Accounting Standards Board (''FASB'') issued Accounting Standards Update ("ASU") 2013-02, *Comprehensive Income (ASC Topic 220): Reporting of Amounts Reclassified Out of Accumulated Other Comprehensive Income.* The new ASU requires entities to disclose in a single location (either on the face of the financial statement that reports net income or in the notes) the effects of reclassifications out of accumulated other comprehensive income (''AOCI''). For items reclassified out of AOCI and into net income in their entirety, entities must disclose the effect of the reclassification on each affected net income item. For AOCI reclassification items that are not reclassified in their entirety into net income, entities must provide a cross-reference to other required U.S. GAAP disclosures. There is no change in the requirement to present the components of net income and other comprehensive income in either a single continuous statement or two separate consecutive statements. The ASU does not change the items currently reported in other comprehensive income.

For public entities, the new disclosure requirements are effective for annual reporting periods beginning after December 15, 2012, and interim periods within those years (i.e., the second quarter of 2013 for entities with calendar year-ends). For nonpublic entities, ASU 2013-02 is effective prospectively for reporting periods beginning after December 15, 2013. The ASU applies prospectively, and early adoption is permitted. The Company, as a nonpublic entity at the time, elected to early adopt ASU 2013-02 as of January 1, 2013. The adoption of this ASU did not have a material impact on the Company's consolidated financial statements as of and for the nine months ended September 30, 2013 (unaudited).

In June 2011, the FASB issued ASU No. 2011-05, *Comprehensive Income (Topic 220): Presentation of Comprehensive Income,* to increase the prominence of other comprehensive income in the financial statements. ASU No. 2011-05 gives businesses two options for presenting other comprehensive income (OCI), which until now has typically been placed near the statement of shareholder's equity. An OCI statement can be included with the net income statement, and together the two will make a statement of total comprehensive income. Alternatively, businesses can have an OCI statement separate from a net income statement, but the two statements will have to appear consecutively within a financial report. This standard eliminates the current option to report other comprehensive income and its components in the statement of changes in equity. In December 2011, the FASB issued ASU 2011-12 which deferred the requirement in ASU 2011-05 that companies present reclassification adjustments for each component of accumulated other comprehensive income in both net income and other comprehensive income on the face of the financial statements.

ASU 2011-05, as amended by ASU 2011-12, is to be applied retrospectively. For public entities, ASU 2011-05 as amended is effective for fiscal years, and interim periods within those years, beginning after December 15, 2011. For nonpublic entities, ASU 2011-05 as amended is effective for fiscal years ending after December 15, 2012, and interim and annual periods thereafter. Early adoption is permitted. The Company adopted ASU 2011-05, as amended by ASU 2011-12, beginning with the year ended December 31, 2012. The adoption did not have a material effect on the Company's consolidated financial statements as of and for the year ended December 31, 2012 or for the nine months ended September 30, 2013 (unaudited).

In May 2011, the FASB issued ASU No. 2011-04, *Amendments to Achieve Common Fair Value Measurement and Disclosure Requirements in U.S. GAAP and International Financial Reporting Standards (IFRS)* ("ASU 2011-04"). This pronouncement was issued to provide a consistent definition of fair value and ensure that the fair value measurement and disclosure requirements are similar between U.S. GAAP and IFRS. ASU 2011-04 changes certain fair value measurement principles and enhances the disclosure requirements particularly for Level 3 fair value measurements. The amendments in ASU 2011-04 are to be applied prospectively. For public entities, the amendments are effective during interim and annual periods beginning after December 15, 2011. For nonpublic entities, the amendments are effective for annual periods beginning after December 15, 2011. Early application by public entities is not permitted. Nonpublic entities may apply the amendments in ASU 2011-04 early, but no earlier than for interim periods beginning after December 15, 2011. The guidance requires prospective application. The Company, as a nonpublic entity at the time, adopted ASU 2011-04 beginning with the year ended December 31, 2012. The adoption of this pronouncement did not have a material impact on the Company's consolidated results of operations for the year ended December 31, 2012 or for the nine months ended September 30, 2013 (unaudited) or on its consolidated financial position at December 31, 2012 or September 30, 2013 (unaudited).

3. Fair Value Measurements

The Company records its consolidated financial assets and liabilities at fair value. The accounting standard for fair value provides a framework for measuring fair value, and defines fair value as the price that would be received to sell an asset or paid to transfer a liability (an exit price) in an orderly transaction between market participants at the reporting date. The accounting standard establishes a three-tier hierarchy, which prioritizes the inputs used in the valuation methodologies in measuring fair value:

- **Level 1**—Quoted prices in active markets for identical assets or liabilities. The Company considers a market to be active when transactions for the asset occur with sufficient frequency and volume to provide pricing information on an ongoing basis.
- **Level 2**—Inputs other than Level 1 that are observable, either directly or indirectly, such as quoted prices for similar assets or liabilities; quoted prices in markets that are not active; or other inputs that are observable or can be corroborated by observable market data for substantially the full term of the assets or liabilities.
- **Level 3**—Unobservable inputs that are supported by little or no market activity and that are significant to the fair value of the assets or liabilities. The valuation of Level 3 investments requires the use of significant management judgments or estimation.

The Company's fair value hierarchies for its financial assets and liabilities which require fair value measurement on a recurring basis are as follows:

	Total	Quoted Prices in Active Markets for Identical Items Level 1	Significant Other Observable Inputs Level 2	Significant Unobservable Inputs Level 3
December 31, 2011				
Liabilities:				
Warrant liability	$ 168,338	$ –	$ –	$ 168,338
Total liabilities measured at estimated fair value	$ 168,338	$ –	$ –	$ 168,338
December 31, 2012				
Liabilities:				
Warrant liability	$ 563,822	$ –	$ –	$ 563,822
Convertible debt and accrued interest	3,528,313	–	–	3,528,313
Total liabilities measured at estimated fair value	$ 4,092,135	$ –	$ –	$ 4,092,135
September 30, 2013 (unaudited)				
Liabilities:				
Warrant liability	$ 596,885	$ –	$ –	$ 596,885
Total liabilities measured at estimated fair value	$ 596,885	$ –	$ –	$ 596,885

The valuation of the convertible debt and the warrant liability are more fully discussed in Note 9, *Convertible Debt*, and Note 13, *Capital Stock*.

During the years ended December 31, 2011 and 2012 and the nine months ended September 30, 2013 (unaudited), there were no transfers to or from Level 3. The Company had no assets measured on a recurring basis at fair value at December 31, 2011 and 2012 and September 30, 2013 (unaudited).

The changes in the value of the Level 3 liabilities are summarized below:

	December 31,		September 30,
	2011	2012	2013 (unaudited)
Fair value at the beginning of the period	$ -	$ 168,338	$ 738,114
Change in fair value of warrants recorded in other expense, net	1,082	(17,126)	33,063
Unrealized appreciation related to convertible debt carried at market recorded in interest expense	-	174,292	799,195
Fair value of warrants upon issuance	167,256	412,610	-
Settlement of convertible debt carried at market	-	-	(973,487)
Fair value at the end of the period	$ 168,338	$ 738,114	$ 596,885

4. Inventories

Inventories, net consist of the following:

	December 31, 2011	December 31, 2012	September 30, 2013 (unaudited)
Raw materials	$ 210,928	$ 346,634	$ 839,472
Work in process	62,640	288,163	31,356
Finished goods	-	-	53,849
	273,568	634,797	924,677
Inventory reserve	-	(19,432)	(19,432)
	$ 273,568	$ 615,365	$ 905,245

5. Property and Equipment, net

Property and equipment, net, consists of the following:

	Estimated Life	December 31, 2011	December 31, 2012	September 30, 2013 (unaudited)
Machinery and equipment	3-5 years	$ 279,364	$ 790,165	$ 879,398
Computers and peripherals	5 years	203,862	326,443	327,152
Computer software	3-5 years	69,298	78,351	78,351
Leasehold improvement	5-10 years	49,920	598,740	606,483
Tools, molds, dies and jigs	5 years	34,981	36,932	36,932
Furniture and office equipment	3-7 years	7,704	251,019	251,019
Other	5 years	-	23,079	23,079
		645,129	2,104,729	2,202,414
Accumulated depreciation and amortization		(138,112)	(439,538)	(780,700)
		$ 507,017	$ 1,665,191	$ 1,421,714

Depreciation and amortization expense totaled $74,582 and $342,078 in 2011 and 2012, respectively, and $231,179 and $342,148 for the nine months ended September 30, 2012 and 2013, respectively (unaudited).

6. Customer Advances and Deferred Revenues

In connection with its research services, the Company often receives cash payments before its earnings process is complete. In these instances, the Company records the payments as customer advances until the earnings process or milestone is achieved.

As described in its revenue recognition policy for Ekso™ unit sales, revenues are deferred and recognized over the maintenance period. Accordingly, at the time of shipment the amount billed is recorded as deferred revenue. Also, at the time of shipment to the customer, the related inventory is reclassified to deferred costs of revenue where it is amortized to cost of revenue over the same period as the related revenue.

Customer advances, deferred revenues, and deferred unit costs consist of the following:

	December 31, 2011	December 31, 2012	September 30, 2013 (unaudited)
Customer advances	$ 812,977	$ 329,006	$ 573,691
Deferred Ekso™ unit revenues	49,425	2,928,411	3,503,134
Deferred service and software revenues	-	207,296	654,962
Customer advances and deferred revenues	862,402	3,464,713	4,731,787
Less current portion	(862,402)	(1,566,153)	(2,440,443)
Customer advances and deferred revenues, non-current	$ -	$ 1,898,560	$ 2,291,344
Deferred Ekso™ unit costs	$ -	$ 1,130,246	$ 1,514,529
Less current portion	-	(436,483)	(676,558)
Deferred cost of revenue, non-current	$ -	$ 693,763	$ 837,971

7. Accrued Liabilities

Accrued liabilities consists of the following:

	December 31, 2011	December 31, 2012	September 30, 2013 (unaudited)
Salaries, benefits and related expenses	$ 722,764	$ 771,137	$ 476,924
Professional fees	179,464	114,676	212,087
Taxes	10,989	35,810	57,657
Other	10,000	75,853	81,304
Total	$ 923,217	$ 997,476	$ 827,972

8. Notes Payable

Notes payable consists of the following:

	December 31, 2011	December 31, 2012	September 30, 2013 (unaudited)
Senior Note Payable	$ 1,429,926	$ 4,341,862	$ 3,325,707
Leasehold improvement loans	-	180,099	153,293
Other	-	21,290	18,175
Notes payable, before debt discount	1,429,926	4,543,251	3,497,175
Less: debt discount	(143,393)	(377,578)	(251,568)
Notes payable	1,286,533	4,165,674	3,245,607
Less current portion	(413,932)	(1,656,040)	(1,998,410)
Notes payable, non-current portion	$ 872,601	$ 2,509,634	$ 1,247,197

On April 27, 2011, the Company entered into a senior note payable agreement with Venture Lending & Leasing VI, Inc. (the "Lender"). The initial loan commitment of $1,500,000 was funded in two tranches: $1,000,000 in April 2011 and $500,000 in October 2011. In May 2012, the Lender funded an additional $3,500,000 under an amendment to the 2011 agreement. Collectively, the $5,000,000 funded is referred to as the "Senior Note Payable". The Senior Note Payable was interest-only for the first 6 months, after which it converted into a fully-amortizing 30-month term note. During the interest only period, interest on the Senior Note Payable was fixed at 13% and during the repayment period interest is charged at the prime rate plus 6.25%, subject to a minimum rate of 9.5%. The Senior Note Payable is secured by substantially all of the Company's assets, including accounts receivable, inventories, property and equipment, and intangible assets, including intellectual property.

Under the terms of the 2011 and 2012 agreements, the Lender received warrants to purchase shares of the Company's stock. Under the 2011 agreement, the Lender received warrants to purchase 128,570 shares of the Company's Series A convertible preferred stock. The 2011 warrants have an exercise price of $1.75 per share and expire on October 31, 2021. The fair value of the 2011 warrants was estimated to be $167,256 using the Black-Scholes option-pricing model. In connection with the 2012 amendment, the Lender received additional warrants to purchase shares. The terms of the 2012 warrants varied depending on which of three options the Lender choose. Since the funding date, the Lender chose the third option. Under this option, the Lender has chosen to receive 257,829 shares of the Company's Series B convertible preferred stock at an exercise price of $2.10 per share and warrants to purchase 19,337 of the Company's common stock at an exercise price of $2.10 per share. The warrants expire on May 31, 2022. The fair value of the 2012 warrants on the issuance date was determined to be $355,116 using probability weighted models. The fair value of the 2011 and 2012 warrants was recorded as debt discount and is being amortized to expense over the term of the loan using the interest method. The accounting for the warrants is more fully discussed in Note 13, *Capital Stock.*

As of December 31, 2011 and 2012, the outstanding principal of the loan amounted to $1,429,926 and $4,341,862, respectively, and the Company recorded interest expense of $110,097 and $379,312, respectively, for the years then ended. As of September 30, 2013 (unaudited), the outstanding principal of the loan amounted to $3,325,707, and during the nine months ended September 30, 2012 and 2013, the Company recorded interest expense of $236,572 and $365,884, respectively (unaudited).

The Senior Note Payable has various covenants that, among other things, limit the Company's ability to incur debts and liens and to make asset sales and dividend payments. As of December 31, 2011 and 2012, the Company was in compliance with all of the Senior Note Payable's covenants. In July 2013, the Company defaulted on the Senior Note Payable by failing to make a required payment when due. In November 2013, the Lender waived the default.

In return for the waiver, the Lender required the Company to cure the payment default using proceeds from the November 2013 Bridge Note financing, which is more fully described in Note 18, *Subsequent Events*. Additionally, the Company agreed to cause the surviving parent company in the Merger (see Note 18, *Subsequent Events*) to issue to Lender warrants to purchase 225,000 shares of the surviving parent company's Common Stock at an exercise price of $1.00 per share. The fair value of the warrants will be reflected in interest expense in November 2013.

The notes payable as of September 30, 2013 (unaudited) are due as follows:

Principal due in		
2013	$	783,390
2014		1,811,756
2015		829,969
2016		49,267
2017		22,793
Total	$	3,497,175

As discussed in Note 11, *Operating Lease*, on November 29, 2011, the Company entered into a new operating lease agreement for its new facility. Under the lease agreement, the landlord agreed to provide the Company a loan with interest at 7% in the amount of $80,055 to finance a portion of planned leasehold improvements. On March 28, 2012, the lease agreement was modified to increase the landlord financing by $119,045 for a total of $200,000. The terms of the amended loan agreement with the landlord require the Company to make monthly loan payments of $3,960 from June 1, 2012 to May 31, 2017. These loan payments are incremental to the minimum monthly rent payments.

9. Convertible Debt

In November 2012, the Company entered into two convertible bridge note agreements pursuant to which the Company issued convertible bridge notes in the aggregate original principal amount of $3,311,546 (the "2012 Series B Bridge Notes") in anticipation of closing a Series B convertible preferred stock financing in early 2013. In January through April 2013, the Company issued additional convertible bridge notes in the aggregate original principal amount of $2,000,000 (the "2013 Series B Bridge Notes") (collectively, the "Series B Bridge Notes"). The 2012 Series B Bridge Notes carried interest at a rate of 5% per annum with a maturity date of November 12, 2013. The 2013 Series B Bridge Notes had identical terms to the 2012 Series B Bridge Notes except that the 2013 Series B Bridge Notes accrued interest at 10% per annum instead of 5% per annum. In April 2013, the Company modified the 2012 Series B Bridge Notes retroactively increasing the interest rate to 10%. The terms of conversion provided for issuance of a variable number of shares and warrants which increased the amount of the obligation depending upon the timing of the Series B preferred stock offering.

The Company determined that the Series B Bridge Notes should be recorded at fair value at inception and remeasured each subsequent reporting period through conversion since the terms of the agreements provided that the principal and interest would be converted into a variable number of Series B preferred stock. Fair value was determined by calculating the settlement value of the debt "as if" converted at the end of each reporting period. At December 31, 2012, the fair value of the 2012 Series B Bridge Notes was determined to be $3,528,313 based on a conversion discount of 5%. The fair value of the 2012 and 2013 Series B Bridge Notes as of May 20, 2013, the date of the actual conversion, was $4,294,259 based on a conversion discount of 10%.

On May 20, 2013 as part of the Series B convertible preferred stock financing, in accordance with the terms of the Bridge Note agreements, principal of $5,311,546 plus accrued interest of $205,038 and accumulated unrealized appreciation of $973,487 (using a conversion discount of 15%) was converted into 3,090,524 shares of Series B convertible preferred stock with detachable warrants for the purchase of 231,789 shares of common stock.

The Company determined that the common stock warrants issued upon conversion of the Series B Bridge Notes were more closely related to equity than debt due to their conversion into common stock and lack of debt-like features and, accordingly, their fair value of $136,380 as of May 20, 2013 based on the Black-Scholes option pricing model was reallocated to additional paid-in capital.

10. Employee Benefit Plan

The Company administers a 401(k) retirement plan (the "Plan") in which all employees are eligible to participate. Each eligible employee may elect to contribute to the Plan. During the years ended December 31, 2011 and 2012 and the nine months ended September 30, 2012 and 2013 (unaudited), the Company has made no matching contributions.

11. Operating Lease

On November 29, 2011, the Company entered into an operating lease agreement for its new headquarters and manufacturing facility in Richmond, California. The lease term commenced in March 2012 and expires in May 2017. The lease provides the Company with one option to renew for 5 additional years.

Prior to moving to the Richmond location, the Company's operations were run from a leased facility in Berkeley, California that expired in June 2012.

Rent expense under the Company's operating leases was $97,500 and $388,945 for the years ended December 31, 2011 and 2012, respectively, and $254,145 and $254,398 for the nine months ended September 30, 2012 and 2013 (unaudited), respectively.

Future minimum annual lease payments under these leases are as follows as of December 31, 2012:

2013	$ 375,404
2014	375,404
2015	375,404
2016	375,404
2017	156,419
Total	$ 1,658,035

12. Related Party Transactions

The Company maintained a consulting agreement with Dr. Homayoon Kazerooni, a Board Director and major stockholder, through December 2010. The total payments made under this agreement for the year ended December 31, 2011 were $20,001. No payments were made during the year ended December 31, 2012 or during the nine months ended September 30, 2013 (unaudited).

The Regents of the University of California, Berkeley ("UCB" or "University") own 310,400 shares of common stock. The Company has license agreements and various collaboration agreements (see Note 16, *Commitments and Contingencies*) with UCB. Total payments made to UCB for the years ended December 31, 2011 and 2012 were $268,000 and $255,523, respectively. Total payments made to UCB for the nine months ended September 30, 2012 and 2013 (unaudited) were $203,023 and $15,904, respectively. As of December 31, 2011 and 2012, amounts payable to UCB amounted to $331,510 and $295,462, respectively. As of September 30, 2013 (unaudited), amounts payable to UCB amounted to $377,207.

On June 24, 2011, the Company and Eythor Bender, the then Chief Executive Officer, entered into an agreement in which the Company loaned to Mr. Bender $49,000. On May 8, 2012, the Company and Mr. Bender, the then Chief Executive Officer, entered into an agreement in which the Company loaned to Mr. Bender $20,000. On June 6, 2012, the Company and Mr. Bender, the then Chief Executive Officer, entered into an agreement in which the Company loaned to Mr. Bender $25,000. All of these loans were due within 12 months and had an interest rate of 5% per annum. Under the terms of an employment separation agreement dated November 28, 2012, the Company and Mr. Bender agreed to consolidate and extend the term of the outstanding notes receivables totaling $94,000. The interest rate will continue to accrue at 5% per annum. The note is due June 30, 2015.

In 2011, the Company entered into a development agreement with a government entity, which also owns 571,420 shares of the Company's Series A Preferred Stock as of December 31, 2011 and 2012 and 119,047 shares of the Company's Series A-2 Preferred Stock as of September 30, 2013 (unaudited). As part of the agreement, the Company is developing, fabricating and testing Alpha, Beta, and Pilot versions of a custom exoskeleton system for a total consideration of $1.75 million. In exchange, the government entity has agreed to make certain milestone payments to the Company. The agreement is for a term of 1.5 years. For the years ended December 31, 2011 and 2012, the Company recognized as revenue approximately $175,000 and $424,000, respectively, related to this project. For the nine months ended September 30, 2012 and 2013 (unaudited), the Company recognized $309,500 and $10,500, respectively, in revenue from the project. Additionally, accounts receivable, including unbilled receivables representing earned milestone payments, amounted to $175,000 and $114,500 as of December 31, 2011 and 2012, respectively, and $0 as of September 30, 2013 (unaudited).

A relative of one of the Company's officers invested $121,546 in the Company's convertible debt bridge loans.

Astrolink International LLC ("Astrolink"), an affiliate of Lockheed Martin ("LMC") (a significant customer), owns 857,140 shares of the Company's Series A convertible preferred stock as of December 31, 2011 and 2012, and September 30, 2013 (unaudited). As of September 30, 2013 (unaudited), Astrolink also owns 758,604 shares of the Company's series B convertible preferred stock.

13. Capital Stock

Common stock

At September 30, 2013 (unaudited), the Company had reserved shares of its common stock for future issuance (without regard to the conversion ratio used in the Merger discussed in Note 18, *Subsequent Events*) as follows:

	December 31, 2012	September 30, 2013 (unaudited)
Series A convertible preferred stock	4,496,270	4,496,270
Series A-2 convertible preferred stock	4,335,414	4,335,414
Series B convertible preferred stock	-	5,179,344
Stock options outstanding	4,303,672	4,828,208
Stock options available for future grant	1,560,436	549,064
Warrants to purchase:		
Common Stock	19,337	407,772
Preferred Series A	128,570	128,570
Preferred Series B	285,329	285,329
Total shares reserved	15,129,028	20,209,971

Certain shares of outstanding common stock are subject to the terms of the common stock purchase agreements. According to the terms of the agreements, in the event that a holder of common stock ceases their relationship with the Company, the Company has the right to repurchase all or any shares at fair value. The repurchase option terminates in the event that the Company consummates a change of control transaction and involuntary termination, or involuntary termination, as defined. The Company had 979,283, 781,054 and 907,107 shares outstanding, respectively, that were subject to repurchase as of December 31, 2011 and 2012, and as of September 30, 2013 (unaudited).

Additionally, in the event that the repurchase option has lapsed and the holder of common stock decides to sell their shares, the Company has the first right of refusal with respect to such shares. Upon the consummation of the Merger, which is discussed in Note 18, *Subsequent Events*, both the repurchase right and the first right of refusal terminated.

Convertible Preferred stock

The Company's Board of Directors ("Board") is authorized to designate the rights and preferences of each series of preferred stock and to establish the number of shares in each series of convertible preferred stock.

Issued and outstanding convertible preferred stock (without regard to the conversion ratio used in the Merger discussed in Note 18, *Subsequent Events*) consisted of the following at September 30, 2013 (unaudited):

Series	Number of Shares Authorized	Number of Shares Issued and Outstanding	Liquidation Preference Per Share	Aggregate Liquidation Preference
A	4,624,840	4,496,270(1)	$ 1.75	$ 7,868,473
A-2	4,527,010	4,335,414	$ 2.10	$ 9,104,369
B	12,000,000	5,179,344	$ 2.10	$ 10,876,622
				$ 27,849,464

(1) The Series A financing efforts commenced in December 2010 were completed in July 2011. The Company issued 4,496,270 of the 4,650,000 authorized shares of Series A convertible preferred stock in connection with this transaction. The total amount of equity raised amounted to $7.87 million. Of this amount $2.43 million was received in cash and $393,000 was completed through a conversion of debt during the year ended December 31, 2010 and the rest of the funds were raised during 2011. Lockheed Martin, a key customer, participated in this round of financing by making an equity investment totaling $1.5 million.

The rights, privileges and restrictions of Series A, A-2 and B convertible preferred stock ("the Preferred Stock") are set forth in the Company's Amended and Restated Certificate of Incorporation, and are summarized as follows:

- Voting rights - Holders are entitled to one vote for each share of common stock into which such share of Preferred Stock is convertible.

- Election of Directors - As there are over 750,000 shares of Series B convertible preferred stock outstanding, the holders of record of the shares of Series B Preferred Stock, voting exclusively and as a separate class on an as-converted to Common Stock basis, shall be entitled to elect two directors of the Company. Further, as there are over 750,000 shares of Series A and A-2 convertible preferred stock outstanding, the holders of record of the shares of Series A Preferred Stock and Series A-2 Preferred Stock, voting together exclusively and as a separate class on an as-converted to Common Stock basis, shall be entitled to elect one director of the Company. The holders of record of the shares of Common Stock, exclusively and as a separate class, shall be entitled to elect two (2) directors of the Corporation. The holders of record of the shares of Common Stock and of every other class or series of voting stock (including the Preferred Stock), voting together as a single class on an as-converted basis, shall be entitled to elect the remaining number of directors of the Corporation.

- Dividends - Holders of the Series B Preferred Stock are entitled to a dividend at a rate of 8% of the Original Issue Price (defined as $2.10 per share) or equal to $0.168 per share. Holders of Series A and A-2 Preferred Stock are entitled to a dividend at a rate of 8% of the Original Issue Price (defined as $1.75 per share for Series A Preferred Stock and $2.10 per share for Series A-2 Preferred Stock) or equal to $0.14 and $0.168 per share, respectively. Series B Preferred shares take precedence for payment over Series A and A-2 shares. Such dividends are noncumulative and are payable when and if declared by the Board of Directors. The holders of the Preferred Stock will also be entitled to participate in dividends on common stock, when and if declared by the Board of Directors, based on the number of shares of common stock held on an as-if converted basis. No dividends on convertible preferred stock or common stock have been declared by the Board during the years ended December 31, 2011 and 2012 or during the nine months ended September 30, 2013 (unaudited).

- Liquidation - In the event of any liquidation, dissolution or winding up of the Company, either voluntary or involuntary, including a merger, sale or disposition of all or substantially all the assets of the Company, or any other transaction or series of transactions involving the transfer of control of the Company, where persons other than the holders of the Company's capital stock prior to the transaction become the beneficial owners of 50% or more of the voting power of the surviving entity, the holders of the Preferred Stock are each entitled to receive an amount per share equal to the greater of the Original Issue Price (described above) plus any dividends declared but unpaid thereon. Series B Preferred Stock is senior in payment priority to all other classes, and the Series A and A-2 Preferred Stock as a group is senior in payment priority to the common stock. If the assets distributed among the holders of the Preferred Stock are insufficient to permit the payment to the holders of full the preferential amounts, the assets shall be distributed ratably to the holders of the Preferred Stock in proportion to the preferential amounts each holder would otherwise be entitled to receive. The remaining assets, if any, shall be distributed ratably to the holders of common stock.

- Conversion - Each share of the Preferred Stock is convertible, at the option of the holder, according to the conversion ratio obtained by dividing the Original Issue Price (described above) by the Conversion Price, which initially is the Original Issue Price, subject to adjustment for dilution. Each share of Series A, A-2, and B Preferred Stock is currently convertible into one share of common stock. The number of fully paid and nonassessable shares of common stock is determined by dividing the Original Issue Price by the Conversion Price. Each share of the Preferred Stock automatically converts into the number of shares of common stock into which such shares are convertible at the then effective conversion ratio upon: (1) the closing of a public offering of common stock with proceeds to the Company of at least $25,000,000 and in which the pre-money valuation of the Company is not less than $75,000,000 or (2) the date or time specified by vote, written consent or agreement of the holders of the majority of the then outstanding shares of convertible preferred stock, voting together as a class.

The Company determined that the convertible preferred stock does not meet the requirements under ASC 480-10-25 to be recorded as a liability because the shares are not mandatorily redeemable, except in the case of a liquidation transaction in which case the holders are entitled to be paid out a liquidation preference, and the conversion ratio is based on a pre-determined number of shares rather than a variable number of shares. However, it was determined that a "deemed liquidation event" could occur that would be outside the control of the Company. In accordance with ASC 480-10-S99, the convertible preferred stock will be in the "mezzanine" section between liabilities and stockholders' deficit.

During the years ended December 31, 2011 and 2012 and the nine months ended September 30, 2013, because the timing of any such liquidation event was uncertain, the Company elected not to adjust the carrying values of its preferred stock to their respective liquidation values.

Warrant liabilities

The Company issued warrants to lenders in connection with convertible debt and to a customer in connection with a service contract. The outstanding warrants (without regard to the conversion ratio used in the Merger discussed in Note 18, *Subsequent Events*) were as follows:

Warrants to purchase shares of:	Number of shares	Date of issue	Exercise Price	Expiration Date	Fair Value as of Inception	Fair Value as of December 31 2011	Fair Value as of December 31 2012	Fair Value as of September 30 2013 (unaudited)
Series A, to lender	128,570	4/29/2011	$ 1.75	10/31/2021	$ 167,256	$ 168,338	$ 151,738	$ 153,911
Series B, to lender	257,829	5/31/2012	$ 2.10	6/1/2022	$ 348,327	N/A	354,593	385,489
Common stock, to lender	19,337	5/31/2012	$ 2.10	6/1/2022	$ 6,789	N/A	N/A	N/A
Series B to customer	27,500	11/16/2012	$ 0.01	11/16/2019	$ 57,494	N/A	57,491	57,485
Common stock, to investors in Series B	388,435	Various from 5/20/2013 to 8/29/2013	$ 2.10	10 years from issue	$ 136,380	N/A	N/A	-
						$ 168,338	$ 563,822	$ 596,885

(Note: The fair value as of period end is not applicable (N/A) for the warrants on common stock because such instruments are carried in equity without revaluation to periodic fair value.)

The fair value of the warrants to purchase preferred stock issued to lenders was recorded as a liability at inception with a corresponding charge to discount on debt which is being amortized to interest expense as an adjustment to yield. The fair value of the warrants to purchase common stock issued to lenders was recorded in additional paid in capital at inception with a corresponding charge to discount on debt which is being amortized to interest expense as an adjustment to yield. The fair value of the warrant issued to the customer was recorded as a liability at inception with a corresponding reduction to the amount of revenue recognized under the service contract. The warrants classified as liabilities are marked to market at the end of each reporting period as an item of other income or loss in the accompanying statement of operations. The warrants to purchase common stock have no further accounting consequence after inception.

The warrants are exercisable during their term at the option of the holder, upon a liquidation event, or the consummation of an initial public offering by the Company, whichever is earlier.

The Company estimates the fair value of warrants using the Black-Scholes option pricing model with inputs for dividend yield, risk-free rate of return, expected life in years and volatility, as applicable, for each instrument at inception and then for each measurement date. Because the terms in the agreement for the warrants on the Series B Preferred Shares provided the Lender with three conversion options, the Company used a valuation technique with probability weighted inputs.

14. Employee Stock Options

Under the terms of the 2007 Equity Incentive Plan, which was adopted by the Board of Directors in November 2007, the Board of Directors may award stock, options or similar rights having either a fixed or variable price related to the fair market value of the shares and with an exercise or conversion privilege related to the passage of time, the occurrence of one or more events, or the satisfaction of performance criteria or other conditions, or any other security with the value derived from the value of the shares. Such awards include stock options, restricted stock, restricted stock units, stock appreciation rights and dividend equivalent rights.

The Board of Directors may grant nonstatutory stock options under the 2007 Equity Incentive Plan at a price of not less than 100% of the fair market value of the Company's common stock on the date the option is granted. Incentive stock options under the 2007 Equity Incentive Plan may be granted at a price of not less than 100% of the fair market value of the Company's common stock on the date the option is granted. Incentive stock options granted to employees who, on the date of grant, own stock representing more than 10% of the voting power of all of the Company's classes of stock are granted at an exercise price of not less than 110% of the fair market value of the Company's common stock. The maximum term of these incentive stock options, granted to employees who own stock possessing more than 10% of the voting power of all classes of the Company's stock, may not exceed five years. The maximum term of an incentive stock option granted to any other participant may not exceed ten years. The Board of Directors determines the term and exercise or purchase price of all other awards granted under the 2007 Equity Incentive Plan. The Board of Directors also determines the terms and conditions of awards, including the vesting schedule and any forfeiture provisions. Awards under the 2007 Equity Incentive Plan may vest upon the passage of time or upon the attainment of certain performance criteria established by the Board of Directors.

Unless terminated sooner, the 2007 Equity Incentive Plan will automatically terminate in 2017. The Board of Directors may at any time amend, suspend or terminate the Company's 2007 Equity Incentive Plan.

The following table summarizes stock option activity under the Company's stock option plan (without regard to the conversion ratio used in the Merger discussed in Note 18, *Subsequent Events*) :

	Shares Available For Grant	Number of Options Outstanding	Weighted-Average Exercise Price
Balance at December 31, 2010	**1,455,870**	**2,000,070**	**$ 0.086**
Increase in option pool	2,500,000	-	-
Options granted	(2,019,570)	2,019,570	0.586
Options exercised	-	(80,000)	0.397
Options repurchased	136,670	-	-
Options cancelled	400,040	(400,040)	0.147
Balance at December 31, 2011	**2,473,010**	**3,539,600**	**0.357**
Options granted	(1,879,375)	1,879,375	0.792
Options exercised	-	(156,624)	0.203
Options repurchased	8,122	-	-
Options cancelled	958,679	(958,679)	0.463
Balance at December 31, 2012	**1,560,436**	**4,303,672**	**$ 0.524**
Options granted (unaudited)	(1,513,982)	1,513,982	0.820
Options exercised (unaudited)	-	(486,836)	0.106
Options cancelled (unaudited)	502,610	(502,610)	0.718
Balance at September 30, 2013 (unaudited)	**549,064**	**4,828,208**	**$ 0.638**

The following table summarizes information about stock options outstanding, after accounting for the 10-for-1 stock split in 2011 under the Plan at December 31, 2012, and at September 30, 2013 (unaudited):

	Options Outstanding			Options Exercisable	
Range of Exercise Prices	Number Outstanding	Weighted-Average Remaining Contractual Life (Years)	Weighted-Average Exercise Price	Number Exercisable	Weighted-Average Exercise Price
At December 31, 2012:					
$ 0.055	335,000	4.87	$ 0.055	335,000	$ 0.055
$ 0.10	861,579	7.36	$ 0.10	834,806	$ 0.10
$ 0.594	1,539,718	8.44	$ 0.594	676,502	$ 0.594
$ 0.70	426,500	9.05	$ 0.70	328,030	$ 0.70
$ 0.82	1,140,875	9.42	$ 0.82	29,500	$ 0.82
	4,303,672			2,203,838	
At September 30, 2013 (unaudited):					
$ 0.055	335,000	4.13	$ 0.055	335,000	$ 0.055
$ 0.10	377,850	6.45	$ 0.10	376,975	$ 0.10
$ 0.594	1,348,816	7.69	$ 0.594	863,386	$ 0.594
$ 0.70	366,583	8.30	$ 0.70	350,269	$ 0.70
$ 0.82	2,399,959	9.27	$ 0.82	471,275	$ 0.82
	4,828,208			2,396,905	

The fair value of options granted to employees during 2011 and 2012 was $646,146 and $898,963, respectively. The fair value of options granted to employees during the nine months ended September 30, 2012 and 2013 (unaudited) was $861,263 and $721,218, respectively.

At December 31, 2012, and at September 30, 2013 (unaudited), the total unamortized employee stock-based compensation expense amounted to $817,637 and $1,092,428, respectively, and is to be recognized over the stock options' remaining vesting term of approximately three years.

In 2012, the Board of Directors approved an extension to the post termination exercise period for 64,568 vested stock options held by former employees from three months to two years. Since this modification was made post termination, this modification was treated as new awards to nonemployees using the new term. The Company recognized $30,792 during the year ended December 31, 2012 as compensation expense.

In October 2013, the Board of Directors approved an extension to the post-termination exercise period for 233,735 vested stock options held by former employees from three months to two years. The Board of Directors also approved an extension to the post termination exercise period for 86,318 vested stock options held by former employees from three months to December 31, 2013. The Company estimates that it will recognize approximately $73,000 during the year ended December 31, 2013.

The Company from time to time grants options to purchase common stock to non-employees for advisory and consulting services. Pursuant to ASC 505-50, *Equity-Based Payments to Non-Employees*, the Company periodically remeasures the fair value of these stock options using the Black-Scholes option pricing model and recognizes expense ratably over the vesting period of each stock option award. Non-employee stock compensation expense was $81,110 and $46,470 for the years ended December 31, 2011 and 2012, respectively, and $34,429 and $18,273 for the nine months ended September 30, 2012 and 2013 (unaudited), respectively, and is included in the consolidated statements of operation in the cost center of the employee.

The following assumptions were used to determine the fair value of options granted to employees:

- The expected dividend yield is zero, as the Company has not paid any dividends and does not anticipate paying dividends in the near future.

- The risk-free interest rate for periods related to the expected life of the options is based on the U.S. Treasury yield curve in effect at the time of grant.

- The expected volatility is based on historical volatilities of peer group public companies' stock over the expected term of the option.

- The expected term of options represents the period that the Company's stock-based compensation awards are expected to be outstanding. The Company has used the "simplified" method provided in Securities and Exchange Commission's Staff Accounting Bulletin No. 107 to estimate the expected term which takes into consideration the grant's contractual life and vesting period, because the Company lacks relevant historical data due to its limited historical experience.

- The Company also estimates the number of options that are expected to be forfeited. Because of the lack of sufficient history, commencing in 2011, the Company used the average forfeiture rate of comparable peer companies which management determined to be 10%. Management estimates that such average rate represents a reasonable approximation of the currently anticipated rate of forfeiture for granted and outstanding stock options that have not vested.

The Company used the following assumptions in calculating the fair value of stock options granted to employees:

	Years ended December 31,		September 30,
	2011	2012	2013 (unaudited)
Dividend yield	-	-	-
Risk-free interest rate	1.72% - 2.87%	1.20%-2.49%	0.83%-1.68%
Expected term (in years)	8	6	5-6
Volatility	50%	65%	68%

The assumptions used in the Black-Scholes option pricing model in calculating the fair value of stock options granted to non-employees are as follows:

	Years ended December 31,		September 30,
	2011	2012	2013
			(unaudited)
Dividend yield	-	-	-
Risk-free interest rate	1.72%	1.63%	0.83%-1.52%
Expected term (in years)	0.4	5	5-7
Volatility	10%	67%	66%-71%

Total stock-based compensation expense related to options granted to employees and non-employees was included in the consolidated statements of operations as follows:

	December 31,		September 30,
	2011	2012	2013
			(unaudited)
General and administrative	$ 134,079	$ 171,968	$ 141,744
Research and development	17,723	69,609	80,421
Sales and marketing	49,757	91,889	55,990
	$ 201,559	$ 333,466	$ 278,155

15. Income Taxes

The Company had no current or deferred federal and state income tax expense or benefit for the years ended December 31, 2011 and 2012 nor for the nine months ended September 30, 2013 (unaudited) because the Company generated net operating losses, and currently management does not believe it is more likely than not that the net operating losses will be realized. The Company's non-U.S. tax obligation is primarily for business activities conducted through the United Kingdom for which taxes included in other expense (net) for the years ended December 31, 2011 and 2012 and the nine months ended September 30, 2012 and 2013 (unaudited) were immaterial and accordingly, such amounts were excluded from the following tables.

At December 31, 2011 and 2012, the Company has provided a full valuation allowance against its net deferred tax assets as realization is dependent on future earnings, if any, the timing and amount which is uncertain. The valuation allowance increased $5,733,844 from the prior year. Significant components of the Company's deferred tax assets consist of the following:

	December 31,	
	2011	2012
Deferred tax assets:		
Depreciation and other	$ 234,564	$ 172,727
Net operating loss carryforwards	4,170,787	9,966,468
Less: Valuation allowance	(4,405,351)	(10,139,195)
Net deferred tax asset (liability)	$ —	$ —

At December 31, 2012, the Company had federal and state net operating loss tax carryforwards of approximately $24,900,000 and $25,700,000, respectively. These net operating loss carryforwards expire in various amounts starting in 2027 and 2017, respectively. The utilization of the federal net operating loss carryforwards and will depend on the Company's ability to generate sufficient taxable income prior to the expiration of the carryforwards.

Utilization of the net operating loss and tax credit carry forwards may be subject to substantial annual limitations due to past and future ownership change provisions of the Internal Revenue Code of 1986 and similar state provisions. The Company has not performed a change in ownership analysis since its formation and, accordingly, some or all of its net operating loss and tax carryforwards may not be available to offset future taxable income, if any.

The Company has evaluated its tax positions to consider whether it has any unrecognized tax benefits. As of December 31, 2011 and 2012, the Company has not recorded any amounts associated with unrecognized tax benefits. The Company recognizes interest and penalties related to uncertain tax positions in the provision for income taxes. As of December 31, 2012, the Company had no accrued interest related to uncertain tax positions. The Company is subject to U.S. federal and state income tax examinations by authorities for tax years 2007 through 2012 due to net operating losses that are being carried forward for tax purposes. No income tax returns are currently under examination by taxing authorities.

Taxes computed at the statutory federal income tax rate of 34% are reconciled to the provision for income taxes as follows for the years ended December 31:

	2011		2012	
	Amount	Percent of Pretax Earnings	Amount	Percent of Pretax Earnings
United States federal tax statutory rate	$ (3,209,481)	34.0%	$ (4,947,324)	34.0%
State taxes (net of deferred benefit)	(546,719)	5.8%	(834,558)	5.7%
Non-deductible expenses	18,831	(0.2)%	44,883	(0.3)%
Other, net	(30,356)	0.3%	3,153	(0.0)%
Change in valuation allowance	3,767,725	(39.9)%	5,733,844	(39.4)%
Provision for income taxes	$ —	0.0%	$	0.0%

The Company estimates a zero annual effective tax rate for the nine months ended September 30, 2013 (unaudited) as the Company incurred losses for the period and is forecasting additional losses through the remainder of the year ended December 31, 2013, resulting in an estimated net loss for both financial statement and tax purposes for the year ended December 31, 2013. Therefore, no federal or state income taxes are expected and none were recorded for the nine months ended September 30, 2013 (unaudited).

16. Commitments and Contingencies

Contingencies

In the normal course of business, the Company is subject to various legal matters. In the opinion of management, the resolution of such matters will not have a material adverse effect on the Company's financial position, results of operations, or cash flows as of and for the years ended December 31, 2011 and 2012 or for the nine months ended September 30, 2012 and 2013 (unaudited).

Material Contracts

The Company enters into various license, research collaboration and development agreements which provide for payments to the Company for government grants, fees, cost reimbursements typically with a markup, technology transfer and license fees, and royalty payments on sales.

The Company has two exclusive license agreements to maintain exclusive rights to patents. The agreements require small payments upon signing, totaling $18,000. The Company is also required to pay 1% of net sales of products sold to entities other than the U.S. government. In the event of a sublicense, the Company will owe 21% of license fees and must pass through 1% of the sub-licensee's net sales of products sold to entities other than the U.S. government.

The agreements also stipulate minimum annual royalties of $5,000 for 2011, $10,000 for 2012, $20,000 for 2013, $40,000 for 2014 and $50,000 for subsequent years.

17. Segment Disclosures

The Company has two reportable segments, Engineering Services and Medical. Engineering Services generates revenue principally from collaborative research and development service arrangements, technology license agreements, and government grants where it used its robotics domain knowledge in bionic exoskeletons to bid on and procure contracts and grants from entities such as such as the National Science Foundation and the Defense Advanced Research Projects Agency. The Medical segment designs, engineers, and manufactures exoskeletons for applications in the medical and military markets.

The Company evaluates performance and allocates resources based on segment gross profit margin. The reportable segments are each managed separately because they serve distinct markets, and one segment provides a service and the other manufactures and distributes a unique product. The Company does not consider net assets as a segment measure and, accordingly, assets are not allocated.

Segment reporting information is as follows:

	Engineering Services	Medical Devices	Total
Year ended December 31, 2011			
Revenue	$ 1,846,476	$ -	$ 1,846,476
Cost of revenue	1,319,430	-	1,319,430
Gross profit	$ 527,046	$ -	$ 527,046
Year ended December 31, 2012			
Revenue	$ 2,140,355	$ 566,222	$ 2,706,577
Cost of revenue	1,782,848	553,429	2,336,277
Gross profit	$ 357,507	$ 12,793	$ 370,300
Nine months ended September 30, 2013 (unaudited)			
Revenue	$ 1,375,010	$ 1,138,995	$ 2,514,005
Cost of revenue	1,018,801	775,007	1,793,808
Gross profit	$ 356,209	$ 363,988	$ 720,197

Geographic information based on location of customer is as follows:

	For the years ended December 31,		For the nine months ended September 30,	
	2011	2012	2012	2013
			(unaudited)	
United States	$ 1,846,476	$ 2,652,265	$ 1,810,282	$ 2,195,004
Europe	-	54,312	24,478	279,075
Other	-	-	-	39,926
	$ 1,846,476	$ 2,706,577	$ 1,834,760	$ 2,514,005

Major customers based on revenue are as follows:

	For the years ended December 31,		For the nine months ended September 30,	
	2011	2012	2012	2013
			(unaudited)	
Lockheed Martin	$ 1,060,850	$ 568,002	$ 288,140	$ 337,796
National Science Foundation	$ 512,158	$ 874,492	$ 753,008	$ 594,427
U.S. Federal Government	$ -	$ 416,422	$ 309,416	$ -
Defense Advanced Research Projects Agency	$ -	$ 281,440	$ -	$ 344,123

18. Subsequent Events

The Company's management has evaluated subsequent events occurring after September 30, 2013 and through the issuance date of January 21, 2014, and has determined that the following material events and transactions occurred during this period.

Merger with Ekso Bionics Holdings, Inc.

The Merger

On January 15, 2014, the Company entered into an Agreement and Plan of Merger and Reorganization (the "Merger Agreement") with Ekso Bionics Holdings, Inc., formerly known as PN Med Group, Inc. ("Holdings"), a public reporting company, and Ekso Acquisition Sub, Inc. ("Acquisition Sub"), a newly formed wholly-owned subsidiary of Ekso Bionics Holdings, Inc. Under the Merger Agreement, Acquisition Sub merged with and into Ekso Bionics with the Company remaining as the surviving corporation in the Merger and became a wholly-owned subsidiary of Holdings (the "Merger").

Holdings was incorporated in the State of Nevada on January 30, 2012, as a distributor of medical supplies and equipment to municipalities, hospitals, pharmacies, care centers, and clinics in Chile. Holdings was until the consummation of the Merger a "shell company" as defined in Rule 12b-2 of the Exchange Act. As a result of the Merger, Holdings discontinued its pre-Merger business and acquired the business of the Company and will continue the existing business operations of the Company.

At the closing of the Merger, (a) all shares of the Company's common stock and preferred stock issued and outstanding immediately prior to the closing of the Merger were converted into an aggregate of 42,615,546 restricted shares of Holdings' common stock, (b) all warrants to purchase Company stock outstanding immediately prior to the closing of the Merger were converted into warrants to purchase an aggregate of 621,363 restricted shares of Holdings' common stock, and (c) all options to purchase Company stock outstanding immediately prior to the closing of the Merger were converted into options to purchase an aggregate of 7,586,459 restricted shares of Holdings' common stock.

On January 15, 2014, Holdings also completed a closing of a private placement to accredited investors of 20,580,000 Units at a price of $1.00 per Unit, resulting in $20.6 million in gross proceeds to Holdings (including the conversion of $5.0 million of bridge debt issued in November 2013, and before deducting commissions and expenses of the offering). Each Unit consists of one share of common stock of Holdings and a warrant to purchase one share of common stock of Holdings with a term of five years and an exercise price of $2.00 per share. These warrants have weighted average anti-dilution protection, subject to customary exceptions.

Ekso Bionics, as the accounting acquirer, will record the Merger as the acquisition of Holdings, accompanied by a recapitalization. This accounting will be identical to that resulting from a reverse merger, except that no goodwill or intangible assets will be recorded. The historical financial statements of Holdings before the Merger will be replaced with the historical financial statements of the Company before the Merger in all future filings with the SEC. The Merger is intended to be treated as a tax-free exchange under Section 368(a) of the Internal Revenue Code of 1986, as amended.

Bridge Notes

In November 2013, in anticipation of the Merger and related financing, the Company completed a private placement to accredited investors of $5,000,000 of its senior subordinated secured convertible notes (the "Bridge Notes"). The Bridge Notes bore interest at 10% per annum and were payable on July 15, 2014, subject to earlier conversion as described below. Interest on the Bridge Notes was to be payable at maturity; provided that upon conversion of the Bridge Notes as described below, accrued interest was forgiven.

The Bridge Notes were secured by a second priority security interest on all of the assets of the Company and its subsidiary, subject to certain limited exceptions. This security interest terminated upon conversion of the Bridge Notes in connection with the Merger and related private placement financing.

Upon the closing of the Merger and the Private Placement Financing, the outstanding principal amount of the Bridge Notes was converted into Units of Holdings at a conversion price of $1.00 per Unit.

Upon the closing of the Merger and the Private Placement Financing, investors in the Bridge Notes received a warrant to purchase a number of shares of common stock of Holdings equal to 50% of the number of shares of common stock of Holdings contained in the Units into which the Bridge Notes were converted (i.e. 2,500,000 shares in the aggregate), at an exercise price of $1.00 per share, for a term of three years (the "Bridge Warrants"). The Bridge Warrants have weighted average anti-dilution protection, subject to customary exceptions.

Other Warrants

In connection with the Merger and the Private Placement Financing, in addition to the Bridge Warrants, Holdings will issue common stock warrants to the placement agent for the Bridge Notes financing and Private Placement Financing and to Holdings' senior lender.

Repayment of Outstanding Debt

In November 2013, the Company paid $769,000 towards the outstanding principal and accrued but unpaid interest under the Senior Note Payable. In connection with the closing of the Private Placement Financing, the Company made a payment of $2.5 million to settle in full the outstanding balance plus accrued but unpaid interest under the Senior Note Payable.

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.

EKSO BIONICS HOLDINGS, INC.

Dated: January 22, 2014

By: */s/ Nathan Harding*
Name: Nathan Harding
Title: Chief Executive Officer

EXECUTION COPY **Exhibit 2.1**

AGREEMENT AND PLAN OF MERGER AND REORGANIZATION

among

EKSO BIONICS HOLDINGS, INC.
(formerly PN Med Group Inc.)

EKSO ACQUISITION CORP.,

EKSO BIONICS, INC.

AND WITH RESPECT TO SECTION 6.3(F),

NATHAN HARDING, AS INDEMNIFICATION REPRESENTATIVE

January 15, 2014

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EXHIBITS

AGREEMENT AND PLAN OF MERGER AND REORGANIZATION

AGREEMENT AND PLAN OF MERGER AND REORGANIZATION (this "Agreement"), dated as of January 15, 2014, by and among **Ekso Bionics Holdings, Inc.** (formerly PN Med Group Inc.), a Nevada corporation (the "Parent"), **Ekso Acquisition Corp.**, a Delaware corporation (the "Acquisition Subsidiary"), **Ekso Bionics, Inc.**, a Delaware corporation (the "Company"), and solely with respect to Section 6.3(f), Nathan Harding, as Indemnification Representative. The Parent, the Acquisition Subsidiary and the Company are each a "Party" and referred to collectively herein as the "Parties."

WHEREAS, this Agreement contemplates a merger of the Acquisition Subsidiary with and into the Company, with the Company remaining as the surviving entity after the merger (the "Merger"), whereby the stockholders of the Company will receive Parent Common Stock (as defined below) in exchange for their capital stock of the Company; and

WHEREAS, simultaneously with the closing of the Merger, the Parent will complete a private placement offering (the "Private Placement Offering") of a minimum of 12,000,000 Units (as defined below) (the "Minimum Amount") of its securities, at a purchase price of $1.00 per Unit, each "Unit" consisting of one (1) share of the Parent's common stock, par value $0.001 per share (the "Parent Common Stock"), and a warrant to purchase one (1) share of Common Stock at an exercise price of $2.00 per share for a term of five (5) years; and

WHEREAS, the Company previously issued to accredited investors $5,000,000 of its senior subordinated secured convertible notes (the "Bridge Notes"), which will automatically convert into 5,000,000 Units upon the closing of the Merger and will be included in the gross proceeds of the Private Placement Offering for purposes of meeting the Minimum Amount; and

WHEREAS, simultaneously with the closing of the Merger, the Parent shall split-off its existing business and its wholly owned subsidiary, PN Med Split Off Corp., a Delaware corporation (the "Split-Off Subsidiary"), through the assignment of all of the Parent's assets and liabilities (other than those under this Agreement and the other related agreements and transactions contemplated hereby) to, and the sale of all of the outstanding capital stock of, the Split-Off Subsidiary (the "Split-Off") upon the terms and conditions of a split-off agreement by and among the Parent, the Split-Off Subsidiary and Pedro Perez Niklitschek (the "Split-Off Purchaser"), substantially in the form of Exhibit A attached hereto (the "Split-Off Agreement"); and

WHEREAS, simultaneously with the closing of the Merger, the Parent, Split-Off Subsidiary and Split-Off Purchaser shall enter into a general release agreement in substantially the form of Exhibit B attached hereto (the "General Release Agreement"); and

WHEREAS, the Parent, the Acquisition Subsidiary and the Company desire that the Merger qualify as a "reorganization" under Section 368(a) of the Internal Revenue Code of 1986, as amended (the "Code"), and that this Agreement constitute a "plan of reorganization" within the meaning of Section 1.368-2(g) and 1.368-3(a) of the United States Treasury Regulation and not subject the holders of equity securities of the Company to tax liability under the Code;

NOW, THEREFORE, in consideration of the representations, warranties and covenants herein contained, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Parties hereto, intending legally to be bound, agree as follows:

ARTICLE I
THE MERGER

1.1 The Merger. Upon and subject to the terms and conditions set forth in this Agreement, the Acquisition Subsidiary shall merge with and into the Company at the Effective Time (as defined below). From and after the Effective Time, the separate corporate existence of the Acquisition Subsidiary shall cease and the Company shall continue as the surviving corporation in the Merger (the "Surviving Corporation"). The "Effective Time" shall be the time at which a certificate of merger, reflecting the Merger (the "Certificate of Merger") pursuant to Section 251(c) of General Corporation Law of the State of Delaware (the "Delaware Act") is filed with the Secretary of State of the State of Delaware. The Merger shall have the effects set forth herein and in the applicable provisions of the Delaware Act.

1.2 The Closing. The closing of the transactions contemplated by this Agreement (the "Closing") shall take place at the offices of Gottbetter & Partners, LLP, in New York, New York, commencing at 10:00 a.m. local time on or before February 14, 2014, or, if all of the conditions to the obligations of the Parties to consummate the transactions contemplated hereby have not been satisfied or waived by such date, on such mutually agreeable later date as soon as practicable (and in any event not later than three (3) Business Days) after the satisfaction or waiver of all conditions (excluding the delivery of any documents to be delivered at the Closing by any of the Parties) set forth in Article V hereof (the "Closing Date"). As used in this Agreement, the term "Business Day" means any day other than a Saturday, a Sunday or a day on which banks in the state of New York are required or authorized by applicable Law to close.

1.3 Actions at the Closing. At the Closing:

(a) the Company shall deliver to the Parent and the Acquisition Subsidiary the various certificates, instruments and documents to be delivered by the Company pursuant to Sections 5.1 and 5.2;

(b) the Parent and the Acquisition Subsidiary shall deliver to the Company the various certificates, instruments and documents to be delivered by the Parent and/or Acquisition Subsidiary pursuant to Sections 5.1 and 5.3;

(c) the Surviving Corporation shall file the Certificate of Merger with the Secretary of State of the State of Delaware;

(d) the Split-Off Purchaser shall surrender to the Parent 17,483,100 shares of Parent Common Stock (the "Share Contribution") in connection with the Split-Off; and

(e) the Parent, Nathan Harding, as indemnification representative (the "Indemnification Representative"), and Gottbetter & Partners, LLP, as escrow agent (the "Indemnification Escrow Agent"), shall execute and deliver the Indemnification Shares Escrow Agreement, in substantially the form attached hereto as Exhibit C (the "Indemnification Escrow Agreement"), and the Parent shall deliver to the Indemnification Escrow Agent a certificate for the Indemnification Escrow Shares (as defined below) being placed in escrow on the Closing Date pursuant to the Indemnification Escrow Agreement.

1.4 Additional Actions. If at any time after the Effective Time the Surviving Corporation shall consider or be advised that any deeds, bills of sale, assignments or assurances or any other acts or things are necessary, desirable or proper (a) to vest, perfect or confirm, of record or otherwise, in the Surviving Corporation, its right, title or interest in, to or under any of the rights, privileges, powers, franchises, properties or assets of either the Company or the Acquisition Subsidiary or (b) otherwise to carry out the purposes of this Agreement, the Surviving Corporation and its proper officers and directors or their designees shall be authorized (to the fullest extent allowed under applicable Law) to execute and deliver, in the name and on behalf of either the Company or the Acquisition Subsidiary, all such deeds, bills of sale, assignments and assurances and do, in the name and on behalf of the Company or the Acquisition Subsidiary, all such other acts and things necessary, desirable or proper to vest, perfect or confirm its right, title or interest in, to or under any of the rights, privileges, powers, franchises, properties or assets of the Company or the Acquisition Subsidiary, as applicable, and otherwise to carry out the purposes of this Agreement.

1.5 Conversion of Company Securities. At the Effective Time, by virtue of the Merger and without any action on the part of any Party or the holder of any of the following securities:

(a) Each share of common stock, par value $0.001 per share, of the Company ("Company Common Stock") and of each series of preferred stock, par value $0.001 per share, of the Company ("Company Preferred Stock" and, together with the Company Common Stock, the "Company Stock") issued and outstanding immediately prior to the Effective Time (other than any Company Stock owned beneficially by the Parent or the Acquisition Subsidiary and other than Dissenting Shares (as defined below)), shall be converted into and represent the right to receive (subject to the provisions of Section 1.6) such number of shares of Parent Common Stock as is equal to the applicable "Conversion Ratio" specified with respect to such class or series on Schedule 1.5(a) hereto (the "Applicable Conversion Ratio"). An aggregate of 42,615,546 shares of Parent Common Stock (including Indemnification Escrow Shares (as defined below) and Dissenting Shares), subject to adjustment as necessary due to rounding as set forth in Section 1.5(b), shall be issuable to the stockholders of record of the Company immediately prior to the Effective Time (the "Company Stockholders") in connection with the Merger. The shares of Parent Common Stock into which the shares of Company Common Stock are converted pursuant to this Section shall be referred to herein as the "Merger Shares."

(b) Notwithstanding the foregoing, as of the Closing Date, the Company Stockholders shall be entitled to receive immediately only 95% of the shares of Parent Common Stock into which their shares of Company Common Stock were converted pursuant to Section 1.5(a) (the "Initial Shares"), pro rata in accordance with their respective holdings of Company Stock immediately prior to the Closing; and the remaining 5% of the shares of Parent Common Stock into which their shares of Company Common Stock were converted pursuant to Section 1.5(a), rounded up or down to the nearest whole number (with 0.5 shares rounded upward to the nearest whole number) (the "Indemnification Escrow Shares"), shall be deposited in escrow pursuant to the Indemnification Escrow Agreement and shall be held and released in accordance with the terms of the Indemnification Escrow Agreement.

(c) The Parent shall deliver certificates for the Initial Shares to each Company Stockholder entitled thereto who shall have presented a certificate that immediately prior to the Effective Time represented Company Stock to be converted into Merger Shares pursuant to this Section 1.5 (the "Company Stock Certificates") to the Parent or the Surviving Corporation or the Parent's transfer agent.

(d) Each issued and outstanding share of common stock, par value $0.001 per share, of the Acquisition Subsidiary shall be converted into one validly issued, fully paid and nonassessable share of common stock of the Surviving Corporation.

1.6 Dissenting Shares.

(a) For purposes of this Agreement, "Dissenting Shares" means shares of Company Common Stock or Company Preferred Stock held as of the Effective Time by a Company Stockholder who has not voted such Company Stock in favor of the adoption of this Agreement and the Merger and with respect to which appraisal shall have been duly demanded and perfected in accordance with Section 262 of the Delaware Act and not effectively withdrawn or forfeited prior to the Effective Time. Dissenting Shares shall not be converted into or represent the right to receive shares of Parent Common Stock unless such Company Stockholder's right to appraisal shall have ceased in accordance with the Delaware Act. If such Company Stockholder has so forfeited or withdrawn his, her or its right to appraisal of Dissenting Shares, then (i) as of the occurrence of such event, such holder's Dissenting Shares shall cease to be Dissenting Shares and shall be converted into and represent the right to receive the Merger Shares issuable in respect of such Company Common Stock or Company Preferred Stock, as the case may be, pursuant to Section 1.5(a), and (ii) promptly following the occurrence of such event and, if requested by Parent, the proper surrender of such person's Company Stock Certificate, the Parent shall deliver to such Company Stockholder a certificate representing the Initial Shares to which such holder is entitled pursuant to Section 1.5(a) and shall deliver to the Indemnification Escrow Agent a certificate representing the remaining 5% of the Merger Shares to which such holder is entitled pursuant to Section 1.5(b) (which shares shall be considered Indemnification Escrow Shares for all purposes of this Agreement).

(b) The Company shall give the Parent prompt notice of any written demands for appraisal of any Company Stock, withdrawals of such demands, and any other instruments that relate to such demands received by the Company. The Company shall not, except with the prior written consent of the Parent, make any payment with respect to any demands for appraisal of Company Stock or offer to settle or settle any such demands unless required by the court of the State of Delaware having jurisdiction thereof.

1.7 Fractional Shares. No certificates or scrip representing fractional Merger Shares shall be issued to Company Stockholders on the surrender for exchange of shares of Company Stock, and such Company Stockholders shall not be entitled to any voting rights, rights to receive any dividends or distributions or other rights as a stockholder of the Parent with respect to any fractional Merger Shares that would have otherwise been issued to such Company Stockholders. In lieu of any fractional Merger Shares that would have otherwise been issuable, each former Company Stockholder that would have been entitled to receive a fractional share shall, on proper surrender of such person's Company Stock Certificates, receive such whole number of Merger Shares as is equal to the precise number of Merger Shares to which such Company Stockholder would be entitled, rounded up or down to the nearest whole number (with a fractional interest equal to 0.5 rounded upward to the nearest whole number); provided that each Company Stockholder shall receive at least one Merger Share.

1.8 Options and Warrants.

(a) As of the Effective Time, all outstanding Company Options (as defined below) that remain unexercised, whether vested or unvested, shall be canceled and exchanged for options to purchase shares of Parent Common Stock ("Parent Options") under the Parent Equity Plan (as defined below) without further action by the holder thereof. Each Parent Option shall constitute an option to acquire such number of shares of Parent Common Stock as is equal to the number of shares of Company Common Stock subject to the unexercised portion of the Company Option multiplied by the Applicable Conversion Ratio for Company Common Stock (with any fraction resulting from such multiplication to be rounded up or down to the nearest whole number, and with 0.5 shares rounded upward to the nearest whole number (unless such Company Option provides for different treatment of fractions of a share in such circumstances, in which case the terms of such Company Option pertaining to the treatment of a fraction of a cent shall control)). The exercise price per share of each Parent Option shall be equal to the exercise price of the Company Option prior to conversion divided by the Applicable Conversion Ratio (rounded up or down to the nearest whole cent, and with $0.005 rounded upward to the nearest whole cent (unless such Company Option provides for different treatment of fractions of a cent in such circumstance, in which case the terms of such Company Option pertaining to the treatment of a fraction of a cent shall control)), and the vesting schedule shall be the same as that of the Company Option that is exchanged for the Parent Option.

(b) As soon as practicable after the Effective Time, the Parent or the Surviving Corporation shall take appropriate actions (i) to collect the Options and the agreements evidencing the Options, which shall be deemed to be canceled but shall entitle the holder to exchange the Options for Parent Options in the Parent, and (ii) to issue in lieu thereof new Parent Options pursuant to Section 1.8(a), including the delivery by the Parent to such holders of new option agreements.

(c) As of the Effective Time, all outstanding Company Warrants (as defined below) that remain unexercised shall terminate as of the Effective Date, and the Parent shall issue new warrants (the "Parent Warrants") in substitution for the Company Warrants, on substantially the same terms and conditions of the Company Warrants, but representing the right to acquire such number of shares of Parent Common Stock as is equal to the number of shares of Company Common Stock or Company Preferred Stock, as the case may be, subject to the unexercised portion of the Company Warrant multiplied by the Applicable Conversion Ratio for the class or series of Company Stock for which such Company Warrant is exercisable (with any fraction resulting from such multiplication to be rounded up or down to the nearest whole number, and with 0.5 shares rounded upward to the nearest whole number (unless such Company Warrant provides for different treatment of fractions of a share in such circumstance, in which case the terms of such Company Warrant pertaining to the treatment of a fraction of a cent shall control)). The exercise price per share of each Parent Warrant shall be equal to the exercise price of the Warrant prior to substitution divided by the Applicable Conversion Ratio (rounded to the nearest whole cent, and with $0.005 rounded upward to the nearest whole cent (unless such Company Warrant provides for different treatment of fractions of a cent in such circumstance, in which case the terms of such Company Warrant pertaining to the treatment of a fraction of a cent shall control)).

(d) The Parent shall take all corporate action necessary to reserve for issuance a sufficient number of shares of Parent Common Stock for delivery upon exercise of (i) the Parent Options to be issued for the Company Options and (ii) the Parent Warrants to be issued for the Company Warrants, in accordance with this Section 1.8.

1.9 Post-Closing Adjustment.

(a) In the event that, during the period commencing from the Closing Date and ending on the first anniversary of the Closing Date, (i) the Parent or the Surviving Corporation incurs any Damages (as defined below) with respect to, in connection with, or arising from any Parent Liabilities (as defined below), or (ii) a Company Stockholder shall be entitled to be indemnified for Damages under Article VI hereof, then, in the case of clause (i) above, promptly following the filing by the Parent with the Securities and Exchange Commission (the "SEC") of an annual or quarterly report covering the completed fiscal quarter in which such Damages were incurred, or, in the case of clause (ii) above, promptly after such Company Stockholder becomes entitled to receive payment for such indemnification pursuant to Article VI, the Parent shall issue to, in the case of clause (i) above, all of the Company Stockholders and/or their designees, or, in the case of clause (ii) above, such Company Stockholder so entitled to indemnification and/or his designees, such number of shares of Parent Common Stock (in addition to the Merger Shares to which any such person was or is entitled) as would result from dividing (x) the whole dollar amount of such Damages by (y) $1.00 (subject to equitable adjustment in the event of any stock split, stock dividend, reverse stock split or similar event affecting the Parent Common Stock after the Effective Time), rounded up or down to the nearest whole number (with 0.5 shares rounded upwards to the nearest whole number). Notwithstanding the foregoing, the limit on the aggregate number of shares of Parent Common Stock issuable under this Section shall be 1,000,000 shares. Any shares of Parent Common Stock that are issuable under clause (i) above shall be issued to the Company Stockholders pro rata in accordance with their respective holdings of Company Stock immediately prior to the Closing.

(b) As used in this Section, "Parent Liabilities" shall mean all liabilities, obligations or indebtedness of any nature whatsoever (i) of the Split-Off Subsidiary, whenever accruing, and (ii) of the Parent or the Acquisition Subsidiary, accruing prior to the Effective Time and not set forth in the Parent Disclosure Schedule (as defined below), including, but not limited to (A) any breach by the Parent or the Acquisition Subsidiary of any of their respective representations or warranties set forth in Article III herein, (B) any litigation threatened, pending or for which a basis exists; (C) any and all outstanding debts, (D) any and all employee-related disputes, arbitrations or administrative proceedings threatened, pending or otherwise outstanding, (E) any and all liens, foreclosures, settlements, or other threatened, pending or otherwise outstanding financial, legal or similar obligations of the Parent or the Acquisition Subsidiary, (F) any and all Taxes for which Parent or the Acquisition Subsidiary or any of their direct or indirect assets may be liable or subject, for any taxable period (or portion thereof) ending on or before the Closing Date, including, without limitation, any and all Taxes resulting from or attributable to Parent's ownership or operation of the Split-Off Subsidiary's assets, (G) any and all Taxes (as defined below) for which Parent or its direct or indirect assets may be liable or subject (including, without limitation, the interests and assets of the Surviving Corporation and any Parent Subsidiary) as a consequence of Parent's acquisition, formation, capitalization, ownership, and Split-Off of the Split-Off Subsidiary, whether related to a taxable period (or portion thereof) ending on or after the Closing Date, and (H) all fees and expenses incurred in connection with effecting the adjustments contemplated by this Section, as such Parent Liabilities are reflected in the Parent's consolidated financial statements reviewed or audited by its independent auditors.

1.10 Certificate of Incorporation and Bylaws.

(a) The certificate of incorporation of the Acquisition Subsidiary in effect immediately prior to the Effective Time shall be the certificate of incorporation of the Surviving Corporation until duly amended or repealed, and the Surviving Corporation may make any necessary filings in the State of Delaware as shall be necessary or appropriate to effectuate or carry out fully the purpose of this Section 1.10(a).

(b) The bylaws of the Acquisition Subsidiary in effect immediately prior to the Effective Time shall be the bylaws of the Surviving Corporation until duly amended or repealed.

1.11 No Further Rights. From and after the Effective Time, no shares of Company Common Stock or Company Preferred Stock shall be deemed to be outstanding, and holders of Company Common Stock or Company Preferred Stock, certificated or uncertificated, shall cease to have any rights with respect thereto, except as provided herein or by law.

1.12 Closing of Transfer Books. At the Effective Time, the stock transfer books of the Company shall be closed and no transfer of Company Common Stock or Company Preferred Stock shall thereafter be made. If, after the Effective Time, Company Stock Certificates are presented to the Parent or the Surviving Corporation, they shall be cancelled and exchanged for Merger Shares in accordance with Section 1.5, subject to the provisions hereof and applicable Law in the case of Dissenting Shares.

1.13 Exemption from Registration; Rule 144.

(a) The Parent and the Company intend that the shares of Parent Common Stock to be issued pursuant to Section 1.5 hereof (including the Indemnification Escrow Shares) or upon exercise of Parent Options and Parent Warrants granted pursuant to Section 1.8 hereof, and any shares of Parent Common Stock that may be issued pursuant to Section 1.9 hereof (if any), in connection with the Merger will be issued in a transaction exempt from registration under the Securities Act of 1933, as amended ("Securities Act"), by reason of Section 4(2) of the Securities Act, Rule 506 of Regulation D promulgated by the SEC thereunder and/or Regulation S promulgated by the SEC and that all recipients of such shares of Parent Common Stock shall either be "accredited investors" or not "U.S. Persons" as such terms are defined in Regulation D and Regulation S, respectively. The shares of Parent Common Stock to be issued pursuant to Section 1.5 hereof (including the Indemnification Escrow Shares) or upon exercise of Parent Options and Parent Warrants granted pursuant to Section 1.8 hereof, and any shares of Parent Common Stock that may be issued pursuant to Section 1.9 hereof, will be "restricted securities" within the meaning of Rule 144 under the Securities Act and may not be offered, sold, pledged, assigned or otherwise transferred unless (a) a registration statement with respect thereto is effective under the Securities Act and any applicable state securities laws, or (b) an exemption from such registration exists and either the Parent receives an opinion of counsel to the holder of such securities, which counsel and opinion are satisfactory to the Parent, that such securities may be offered, sold, pledged, assigned or transferred in the manner contemplated without an effective registration statement under the Securities Act or applicable state securities laws, or the holder complies with the requirements of Regulation S, if applicable; and the certificates representing such shares of Parent Common Stock will bear an appropriate legend and restriction on the books of the Parent's transfer agent to that effect.

(b) The Parent is a "shell company" as defined in Rule 12b-2 under the Exchange Act of 1934). The Company acknowledges that pursuant to Rule 144(i), securities issued by a former shell company (such as the Merger Shares) that otherwise meet the holding period and other requirements of Rule 144 nevertheless cannot be sold in reliance on Rule 144 until one year after the Company (a) is no longer a shell company; and (b) has filed current "Form 10 information" (as defined in Rule 144(i)) with the SEC reflecting that it is no longer a shell company, and provided that at the time of a proposed sale pursuant to Rule 144, the Parent is subject to the reporting requirements of section 13 or 15(d) of the Exchange Act and has filed all reports and other materials required to be filed by section 13 or 15(d) of the Exchange Act, as applicable, during the preceding 12 months (or for such shorter period that the issuer was required to file such reports and materials), other than Form 8-K reports. **As a result, the restrictive legends on certificates for the Merger Shares cannot be removed except in connection with an actual sale meeting the foregoing requirements or pursuant to an effective registration statement.**

1.14 Adjustment to Parent Stockholders In the event that the aggregate gross proceeds of the Private Placement Offering (including the principal amount of Bridge Notes that are converted into Units upon the closing of the Merger) exceed $20,000,000, the Parent shall, promptly after the final closing of the Private Placement Offering, issue to the holders of Parent Common Stock immediately prior to the Effective Time, pro rata in accordance with their respective holdings of Parent Common Stock immediately prior to the Effective Time, without any additional consideration, such number of shares of Parent Common Stock as shall be necessary to cause the sum of (a) the number of shares of Parent Common held by such holders immediately prior to the Effective Time plus (b) the number of additional shares of Parent Common Stock so issued to such holders (together, the "Parent Holders' Stock") to equal 6.8% of the sum of (x) the number of shares of Parent Holders' Stock plus (y) the number of Units issued in the Private Placement Offering in excess of 20,000,000 plus (z) 62,072,102. For avoidance of doubt, the Parent Holders' Stock shall not include any shares of Parent Common Stock purchased in the Private Placement Offering.

ARTICLE II
REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The Company represents and warrants to the Parent that the statements contained in this Article II are true and correct, except as set forth in the disclosure schedule provided by the Company to the Parent on the date hereof (the "Company Disclosure Schedule"). The Company Disclosure Schedule shall be arranged in paragraphs corresponding to the numbered and lettered paragraphs contained in this Article II; and to the extent that it is clear from the context thereof that such disclosure also applies to any other numbered paragraph contained in this Article II, the disclosures in any numbered paragraph of the Disclosure Schedule shall qualify such other corresponding numbered paragraph in this Article II. For purposes of this Article II, the phrase "to the knowledge of the Company" or any phrase of similar import shall be deemed to refer to the actual knowledge of any officer of the Company as well as any other knowledge which such person would have possessed had such person made reasonable inquiry of appropriate officers, directors and key employees of the Company and the accountants and attorneys of the Company.

2.1 Organization, Qualification and Corporate Power. The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware. The Company is duly qualified to conduct business and is in corporate and tax good standing under the laws of each jurisdiction in which the nature of its businesses or the ownership or leasing of its properties requires such qualification, except where the failure to be so qualified or in good standing, individually or in the aggregate, has not had and would not reasonably be expected to have a Company Material Adverse Effect (as defined below). The Company has all requisite corporate power and authority to carry on the businesses in which it is engaged and to own and use the properties owned and used by it. The Company has furnished or made available to the Parent complete and accurate copies of its certificate of incorporation and bylaws. The Company is not in default under or in violation of any provision of its certificate of incorporation, as amended to date, or its bylaws, as amended to date. For purposes of this Agreement, "Company Material Adverse Effect" means a material adverse effect on the assets, business, financial condition, or results of operations or future prospects of the Company and the Company Subsidiaries (as defined below) taken as a whole.

2.2 Capitalization. The authorized capital stock of the Company consists of 40,000,000 shares of Company Common Stock and 22,000,000 shares of Company Preferred Stock, of which 4,624,840 shares are designated "Series A Preferred Stock", 4,527,010 shares are designed "Series A-2 Preferred Stock" and 12,000,000 shares are designated "Series B Preferred Stock." As of the date of this Agreement and as of immediately prior to the Effective Time, and without giving effect to the transactions contemplated by this Agreement or any of the other Transaction Documentation, 10,450,500 shares of Company Common Stock are issued and outstanding, 4,624,840 shares of Series A Preferred Stock issued and outstanding, 4,335,414 shares of Series A-2 Preferred Stock issued and outstanding, and 5,464,673 shares of Series B Preferred Stock issued and outstanding, no other shares of Company Preferred Stock are issued and outstanding, and no shares of Company Common Stock or shares of Company Preferred Stock are held in the treasury of the Company. As of the date of this Agreement and as of immediately prior to the Effective Time, there are outstanding options to purchase an aggregate of 4,978,645 shares of Company Common Stock ("Company Options"). As of the date of this Agreement and as of immediately prior to the Effective Time, there are outstanding warrants to purchase shares of Company Common Stock and Company Preferred Stock as set forth on Section 2.2 of the Company Disclosure Schedule ("Company Warrants"). Section 2.2 of the Company Disclosure Schedule sets forth a complete and accurate list of (i) all stockholders of the Company, indicating the number and class of Company stock held by each stockholder, (ii) all stock option plans and other stock or equity-related plans of the Company ("Company Equity Plans") and the number of shares of Company Common Stock remaining available for future awards thereunder, (iii) all outstanding Company Options and Company Warrants, indicating (A) the holder thereof, (B) the number of shares of Company Common Stock subject to each Company Option and Company Warrant, (C) the Company Equity Plan under which each Company Option issued, (D) the exercise price, date of grant, vesting schedule and expiration date for each Company Option or Company Warrant, and (E) any terms regarding the acceleration of vesting, and (iv) all outstanding debt convertible into Company stock, indicating (A) the date of issue, (B) the holder thereof, (C) the unpaid principal amount thereof, (D) the interest rate thereon, (E) the accrued and unpaid interest thereon, (F) the number and class of Company stock into which such debt is convertible, and (G) the conversion price thereof. Except as set forth on Section 2.2 of the Company Disclosure Schedule, all of the issued and outstanding shares of Company Common Stock and Company Preferred Stock are, and all shares of Company Common Stock that may be issued upon exercise of Company Options or Company Warrants or conversion of convertible debt will be (upon issuance in accordance with their terms), duly authorized, validly issued, fully paid, nonassessable and free of all preemptive rights. Other than the Company Options and Company Warrants and convertible debt listed in Section 2.2 of the Company Disclosure Schedule, there are no outstanding or authorized options, warrants, securities, rights, agreements or commitments to which the Company is a party or which are binding upon the Company providing for the issuance or redemption of any of its capital stock. There are no outstanding or authorized stock appreciation, phantom stock or similar rights with respect to the Company. Other than as listed in Section 2.2 of the Company Disclosure Schedule, there are no agreements to which the Company is a party or by which it is bound with respect to the voting (including without limitation voting trusts or proxies), registration under the Securities Act, or sale or transfer (including without limitation agreements relating to pre-emptive rights, rights of first refusal, co-sale rights or "drag-along" rights) of any securities of the Company. To the knowledge of the Company, there are no agreements among other parties, to which the Company is not a party and by which it is not bound, with respect to the voting (including without limitation voting trusts or proxies) or sale or transfer (including without limitation agreements relating to rights of first refusal, co-sale rights or "drag-along" rights) of any securities of the Company. All of the issued and outstanding shares of Company Common Stock were issued in compliance with applicable securities laws.

2.3 Authorization of Transaction. The Company has all requisite power and authority to execute and deliver this Agreement and to perform its obligations hereunder. The execution and delivery by the Company of this Agreement and, subject to the adoption of this Agreement and (a) the approval of the Merger by the vote of stockholders required by Delaware law and (b) the approvals and waivers by stockholders and the approvals and waivers by the Company's current lender set forth in Section 2.3 of the Company Disclosure Schedule (collectively, the "Company Consents"), the consummation by the Company of the transactions contemplated hereby have been duly and validly authorized by all necessary corporate action on the part of the Company. Without limiting the generality of the foregoing, the board of directors of the Company (i) determined that the Merger is fair and in the best interests of the Company and the Company Stockholders, (ii) adopted this Agreement in accordance with the provisions of the Delaware Act, and (iii) directed that this Agreement and the Merger be submitted to the Company Stockholders for their adoption and approval and resolved to recommend that the Company Stockholders vote in favor of the adoption of this Agreement and the approval of the Merger. This Agreement has been duly and validly executed and delivered by the Company and constitutes a valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as such enforceability may be limited under applicable bankruptcy, insolvency and similar laws, rules or regulations affecting creditors' rights and remedies generally and to general principles of equity, whether applied in a court of law or a court of equity.

2.4 Non-contravention. Subject to the receipt of Company Consents and the filing of the Certificate of Merger as required by the Delaware Act, neither the execution and delivery by the Company of this Agreement nor the consummation by the Company of the transactions contemplated hereby will (a) conflict with or violate any provision of the certificate of incorporation or bylaws of the Company, as amended to date, (b) require on the part of the Company or any Company Subsidiary any filing with, or any permit, authorization, consent or approval of, any court, arbitrational tribunal, administrative agency or commission or other governmental or regulatory authority or agency (a "Governmental Entity"), except for such permits, authorizations, consents and approvals for which the Company is obligated to use its Reasonable Best Efforts to obtain pursuant to Section 4.2(a), (c) conflict with, result in a breach of, constitute (with or without due notice or lapse of time or both) a default under, result in the acceleration of obligations under, create in any party the right to terminate, modify or cancel, or require any notice, consent or waiver under, any contract or instrument to which the Company or any Company Subsidiary is a party or by which the Company or any Company Subsidiary is bound or to which any of their assets is subject, except for (i) any conflict, breach, default, acceleration, termination, modification or cancellation in any contract or instrument set forth in Section 2.4 of the Company Disclosure Schedule, for which the Company is obligated to use its Reasonable Best Efforts to obtain waiver, consent or approval pursuant to Section 4.2(b), (ii) any conflict, breach, default, acceleration, termination, modification or cancellation which would not reasonably be expected to have a Company Material Adverse Effect and would not reasonably be expected to adversely affect the consummation of the transactions contemplated hereby or (iii) any notice, consent or waiver the absence of which would not have a Company Material Adverse Effect and would not adversely affect the consummation of the transactions contemplated hereby, (d) result in the imposition of any Security Interest (as defined below) upon any assets of the Company or any Company Subsidiary or (e) violate any federal, state, local, municipal, foreign, international, multinational, Governmental Entity or other constitution, law, statute, ordinance, principle of common law, rule, regulation, code, governmental determination, order, writ, injunction, decree, treaty, convention, governmental certification requirement or other public limitation, U.S. or non-U.S., including Tax and U.S. antitrust laws (collectively, "Laws") applicable to the Company, any Company Subsidiary or any of their properties or assets. For purposes of this Agreement: "Security Interest" means any mortgage, pledge, security interest, encumbrance, charge or other lien (whether arising by contract or by operation of law), other than (i) mechanic's, materialmen's and similar liens, (ii) liens arising under worker's compensation, unemployment insurance, social security, retirement and similar legislation, and (iii) liens on goods in transit incurred pursuant to documentary letters of credit, in each case arising in the Ordinary Course of Business (as defined below) of the Company and not material to the Company; and "Ordinary Course of Business" means the ordinary course of the Company's business, consistent with past custom and practice (including with respect to frequency and amount).

2.5 Subsidiaries.

(a) Section 2.5(a) of the Company Disclosure Schedule sets forth: (i) the name of each Company Subsidiary; (ii) the number and type of outstanding equity securities of each Company Subsidiary and a list of the holders thereof; (iii) the jurisdiction of organization of each Company Subsidiary; (iv) the names of the officers and directors of each Company Subsidiary; and (v) the jurisdictions in which each Company Subsidiary is qualified or holds licenses to do business as a foreign corporation or other entity. For purposes of this Agreement, a "Subsidiary" shall mean any corporation, partnership, joint venture or other entity in which a Party has, directly or indirectly, an equity interest representing 50% or more of the equity securities thereof or other equity interests therein; a "Company Subsidiary" is a Subsidiary of the Company and a "Parent Subsidiary" is a Subsidiary of the Parent.

(b) Each Company Subsidiary is an entity duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation. Each Company Subsidiary is duly qualified to conduct business and is in corporate and tax good standing under the laws of each jurisdiction in which the nature of its businesses or the ownership or leasing of its properties requires qualification to do business, except where the failure to be so qualified or in good standing, individually or in the aggregate, has not had and would not reasonably be expected to have a Company Material Adverse Effect. Each Company Subsidiary has all requisite power and authority to carry on the businesses in which it is engaged and to own and use the properties owned and used by it. The Company has delivered or made available to the Parent complete and accurate copies of the charter, bylaws or other organizational documents of each Company Subsidiary. No Company Subsidiary is in default under or in violation of any provision of its charter, bylaws or other organizational documents. All of the issued and outstanding equity securities of each Company Subsidiary are duly authorized, validly issued, fully paid, nonassessable and free of preemptive rights. All equity securities of each Company Subsidiary that are held of record or owned beneficially by either the Company or any other Company Subsidiary are held or owned free and clear of any restrictions on transfer (other than restrictions under the Securities Act and state or other applicable securities laws), claims, Security Interests, options, warrants, rights, contracts, calls, commitments, equities and demands. Except as set forth in Section 2.5(b) of the Company Disclosure Schedule, there are no outstanding or authorized options, warrants, rights, agreements or commitments to which the Company or any Company Subsidiary is a party or which are binding on any of them providing for the issuance, disposition or acquisition of any equity securities of any Company Subsidiary. There are no outstanding stock appreciation, phantom stock or similar rights with respect to any Company Subsidiary. To the knowledge of the Company, there are no voting trusts, proxies or other agreements or understandings with respect to the voting of any equity securities of any Company Subsidiary.

(c) Except as set forth in Section 2.5(c) of the Company Disclosure Schedule, the Company does not control directly or indirectly or have any direct or indirect equity participation or similar interest in any corporation, partnership, limited liability company, joint venture, trust or other business association which is not a Company Subsidiary.

2.6 Financial Statements. The Company has provided or made available to the Parent: (a) the audited consolidated balance sheet of the Company (the "Company Balance Sheet") at December 31, 2012 (the "Company Balance Sheet Date"), and the related consolidated statements of operations and cash flows for the years ended December 31, 2012 and 2011 (the "Company Year-End Financial Statements"); and (b) the unaudited balance sheet of the Company (the "Company Interim Balance Sheet") at September 30, 2013 (the "Company Interim Balance Sheet Date") and the related statement of operations and cash flows for the nine months ended September 30, 2013 (the "Company Interim Financial Statements" and together with the Company Balance Sheet and the Company Year-End Financial Statements, the "Company Financial Statements"). The Company Financial Statements have been prepared in accordance with United States generally accepted accounting principles ("GAAP") applied on a consistent basis throughout the periods covered thereby, fairly present in all material respects the financial condition, results of operations and cash flows of the Company and the Company Subsidiaries on a consolidated basis as of the respective dates thereof and for the periods referred to therein, comply as to form with the applicable rules and regulations of the SEC for inclusion of such Company Financial Statements in the Parent's filings with the SEC as required by the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and are consistent in all material respects with the books and records of the Company and the Company Subsidiaries.

2.7 Absence of Certain Changes. Since the Company Balance Sheet Date, and except as set forth in Section 2.7 of the Company Disclosure Schedule, (a) to the knowledge of the Company, there has occurred no event or development which, individually or in the aggregate, has had, or could reasonably be expected to have in the future, a Company Material Adverse Effect, and (b) neither the Company nor any Company Subsidiary has taken any of the actions set forth in paragraphs (a) through (m) of Section 4.4.

2.8 Undisclosed Liabilities. Except as set forth in Section 2.8 of the Disclosure Schedule, none of the Company and the Company Subsidiaries has any liability (whether known or unknown, whether absolute or contingent, whether liquidated or unliquidated and whether due or to become due), except for (a) liabilities shown on the Company Interim Balance Sheet referred to in Section 2.6, (b) liabilities not exceeding $50,000 in the aggregate that have arisen since the Company Interim Balance Sheet Date in the Ordinary Course of Business and (c) contractual and other liabilities incurred in the Ordinary Course of Business which are not required by GAAP to be reflected on a balance sheet.

2.9 Tax Matters.

(a) For purposes of this Agreement, the following terms shall have the following meanings:

(i) "Taxes" means all taxes, charges, fees, levies or other similar assessments or liabilities, including without limitation income, gross receipts, ad valorem, premium, value-added, excise, real property, personal property, sales, use, transfer, withholding, employment, unemployment insurance, social security, business license, business organization, environmental, workers compensation, payroll, profits, license, lease, service, service use, severance, stamp, occupation, windfall profits, customs, duties, franchise and other taxes imposed by the United States of America or any state, local or foreign government, or any agency thereof, or other political subdivision of the United States or any such government, and any interest, fines, penalties, assessments or additions to tax resulting from, attributable to or incurred in connection with any tax or any contest or dispute thereof.

(ii) "Tax Returns" means all United States of America, state, local or foreign government reports, returns, declarations, statements or other information required to be supplied to a taxing authority in connection with the Taxes.

(b) Except as set forth in Section 2.9 of the Company Disclosure Schedule, each of the Company and the Company Subsidiaries has filed on a timely basis (taking into account any valid extensions) all material Tax Returns that it was required to file, and all such Tax Returns were complete and accurate in all material respects. Neither the Company nor any Company Subsidiary is or has ever been a member of a group of corporations with which it has filed (or been required to file) consolidated, combined or unitary Tax Returns, other than a group of which only the Company and the Company Subsidiaries are or were members. Each of the Company and the Company Subsidiaries has paid on a timely basis all Taxes that were due and payable in accordance with the Tax Returns. The unpaid Taxes of the Company and the Company Subsidiaries for tax periods through the Company Balance Sheet Date do not exceed the accruals and reserves for Taxes (excluding accruals and reserves for deferred Taxes established to reflect timing differences between book and Tax income) set forth on the Company Balance Sheet. Neither the Company nor any Company Subsidiary has any actual or potential liability for any Tax obligation of any taxpayer other than the Company and the Company Subsidiaries (including without limitation any affiliated group of corporations or other entities that included the Company or any Company Subsidiary during a prior period). All Taxes that the Company or any Company Subsidiary is or was required by law to withhold or collect have been duly withheld or collected and, to the extent required, have been paid to the proper Governmental Entity.

(c) Except as set forth in Section 2.9 of the Company Disclosure Schedule, the Company has delivered or made available to the Parent complete and accurate copies of all Tax examination reports and statements of deficiencies assessed against or agreed to by the Company or any Company Subsidiary since the date of the Company's incorporation (the "Organization Date"). No examination or audit of any Tax Return of the Company or any Company Subsidiary by any Governmental Entity is currently in progress or, to the knowledge of the Company, threatened or contemplated. Neither the Company nor any Company Subsidiary has been informed by any jurisdiction that the jurisdiction believes that the Company or Company Subsidiary was required to file any Tax Return that was not filed. Neither the Company nor any Company Subsidiary has waived any statute of limitations with respect to Taxes or agreed to an extension of time with respect to a Tax assessment or deficiency.

(d) Neither the Company nor any Company Subsidiary: (i) is a "consenting corporation" within the meaning of Section 341(f) of the Code, and none of the assets of the Company or any Company Subsidiary are subject to an election under Section 341(f) of the Code; (ii) has been a United States real property holding corporation within the meaning of Section 897(c)(2) of the Code during the applicable period specified in Section 897(c)(l)(A)(ii) of the Code; (iii) has made any payments, is obligated to make any payments, or is a party to any agreement that could obligate it to make any payments that may be treated as an "excess parachute payment" under Section 280G of the Code; (iv) has any actual or potential liability for any Taxes of any person (other than the Company and the Company Subsidiaries) under Treasury Regulation Section 1.1502-6 (or any similar provision of federal, state, local, or foreign law), or as a transferee or successor, by contract, or otherwise; or (v) is or has been required to make a basis reduction pursuant to Treasury Regulation Section 1.1502-20(b) or Treasury Regulation Section 1.337(d)-2(b).

(e) None of the assets of the Company or any Company Subsidiary: (i) is property that is required to be treated as being owned by any other person pursuant to the provisions of former Section 168(f)(8) of the Code; (ii) is "tax-exempt use property" within the meaning of Section 168(h) of the Code; or (iii) directly or indirectly secures any debt the interest on which is tax exempt under Section 103(a) of the Code.

(f) Neither the Company nor any Company Subsidiary has undergone a change in its method of accounting resulting in an adjustment to its taxable income pursuant to Section 481 of the Code.

(g) No state or federal "net operating loss" of the Company determined as of the Closing Date is subject to limitation on its use pursuant to Section 382 of the Code or comparable provisions of state law as a result of any "ownership change" within the meaning of Section 382(g) of the Code or comparable provisions of any state law occurring prior to the Closing Date.

2.10 Assets. Each of the Company and the Company Subsidiaries owns or leases all tangible assets reasonably necessary for the conduct of its businesses as presently conducted. Except as set forth in Section 2.10 of the Company Disclosure Schedule, each such tangible asset is free from material defects, has been maintained in accordance with normal industry practice, is in good operating condition and repair (subject to normal wear and tear) and is suitable for the purposes for which it presently is used. Except as set forth in Section 2.10 of the Company Disclosure Schedule, no asset of the Company or any Company Subsidiary (tangible or intangible) (including without limitation any shares or other equity interests in or securities of any Company Subsidiary or any corporation, partnership, association or other business organization or division thereof), is subject to any Security Interest.

2.11 Owned Real Property. Neither the Company nor any Company Subsidiary owns any real property.

2.12 Real Property Leases. Section 2.12 of the Company Disclosure Schedule lists all real property leased or subleased to or by the Company or any Company Subsidiary and lists the term of such lease, any extension and expansion options, and the rent payable thereunder. The Company has delivered or made available to the Parent complete and accurate copies of the leases and subleases listed in Section 2.12 of the Company Disclosure Schedule. With respect to each lease and sublease listed in Section 2.12 of the Company Disclosure Schedule:

(a) the lease or sublease is a legal, valid, binding and enforceable obligation of the Company or Company Subsidiary party thereto and is in full force and effect;

(b) the lease or sublease will continue to be legal, valid, binding, enforceable and in full force and effect immediately following the Closing in accordance with the terms thereof as in effect immediately prior to the Closing, and the Closing will not, after the giving of notice, with lapse of time, or otherwise, result in a breach or default by the Company or any Company Subsidiary or, to the knowledge of the Company, any other party under such lease or sublease;

(c) neither the Company nor any Company Subsidiary nor, to the knowledge of the Company, any other party, is in breach or violation of, or default under, any such lease or sublease, and no event has occurred, is pending or, to the knowledge of the Company, is threatened, which, after the giving of notice, with lapse of time, or otherwise, would constitute a breach or default by the Company or any Company Subsidiary or, to the knowledge of the Company, any other party under such lease or sublease, except for any breach, violation or default that has not had and would not reasonably be anticipated to have a Company Material Adverse Effect;

(d) neither the Company nor any Company Subsidiary has assigned, transferred, conveyed, mortgaged, deeded in trust or encumbered any interest in the leasehold or subleasehold; and

(e) to the knowledge of the Company, there is no Security Interest, easement, covenant or other restriction applicable to the real property subject to such lease, except for recorded Security Interests, leases, easements, covenants and other restrictions which do not materially impair the current uses or the occupancy by the Company or a Company Subsidiary of the property subject thereto.

2.13 Contracts.

(a) Section 2.13 of the Company Disclosure Schedule lists the following agreements (written or oral) to which the Company or any Company Subsidiary is a party as of the date of this Agreement (other than the Transaction Documentation (as hereinafter defined)):

(i) any agreement (or group of related agreements) for the lease of personal property from or to third parties (A) which provides for lease payments in excess of $50,000 per annum or (B) which has a remaining term longer than 12 months and is not cancellable without penalty by the Company on sixty (60) days or less prior written notice;

(ii) any agreement (or group of related agreements) for the purchase or sale of products or for the furnishing or receipt of services (A) which calls for performance over a period of more than one year, is not cancellable without penalty by the Company on sixty (60) days or less prior written notice and involves more than the sum of $100,000, or (B) in which the Company or any Company Subsidiary has granted manufacturing rights, “most favored nation” pricing provisions or exclusive marketing or distribution rights relating to any products or territory or has agreed to purchase a minimum quantity of goods or services or has agreed to purchase goods or services exclusively from a certain party;

(iii) any agreement which, to the knowledge of the Company, establishes a material joint venture or legal partnership;

(iv) any agreement (or group of related agreements) under which it has created, incurred, assumed or guaranteed (or may create, incur, assume or guarantee) indebtedness (including capitalized lease obligations) involving more than $50,000 or under which it has imposed (or may impose) a Security Interest on any of its assets, tangible or intangible;

(v) any agreement that purports to limit in any material respect the right of the Company to engage in any line of business, or to compete with any person or operate in any geographical location;

(vi) any employment agreement or consulting agreement which provides for payments in excess of $50,000 per annum (other than employment or consulting agreements terminable on less than thirty (30) days' notice);

(vii) any agreement involving any officer, director or stockholder of the Company or any affiliate (as defined in Rule 12b-2 under the Exchange Act) thereof (an "Affiliate") (other than stock subscription or stock purchase agreements the forms of which have been made available to Parent);

(viii) any agreement or commitment for capital expenditures in excess of $50,000, for a single project (it being represented and warranted that the liability under all undisclosed agreements and commitments for capital expenditures does not exceed $200,000 in the aggregate for all projects);

(ix) any agreement under which the consequences of a default or termination would reasonably be expected to have a Company Material Adverse Effect;

(x) any agreement which contains any provisions requiring the Company or any Company Subsidiary to indemnify any other party thereto (excluding indemnities contained in agreements for the purchase, sale or license of products entered into in the Ordinary Course of Business);

(xi) any agreement, other than as contemplated by this Agreement, relating to the future sales of securities of the Company or any Company Subsidiary; and

(xii) any other agreement (or group of related agreements) (A) under which the Company is obligated to make payments or incur costs in excess of $100,000 in any year or (B) not entered into in the Ordinary Course of Business, in each case which is not otherwise described in clauses (i) through (xi).

(b) The Company has delivered or made available to the Parent a complete and accurate copy of each agreement listed in Section 2.13 of the Company Disclosure Schedule. With respect to each agreement so listed, and except as set forth in Section 2.13 of the Company Disclosure Schedule: (i) the agreement is legal, valid, binding and enforceable and in full force and effect; (ii) the agreement will continue to be legal, valid, binding and enforceable and in full force and effect immediately following the Closing in accordance with the terms thereof as in effect immediately prior to the Closing; and (iii) neither the Company nor any Company Subsidiary nor, to the knowledge of the Company, any other party, is in breach or violation of, or default under, any such agreement, and no event has occurred, is pending or, to the knowledge of the Company, is threatened, which, after the giving of notice, with lapse of time, or otherwise, would constitute a breach or default by the Company or any Company Subsidiary or, to the knowledge of the Company, any other party under such contract, except for any breach, violation or default that has not had and would not reasonably be anticipated to have a Company Material Adverse Effect.

2.14 Accounts Receivable. All accounts receivable of the Company and the Company Subsidiaries reflected on the Company Balance Sheet net of the applicable reserve for bad debts on the Company Balance Sheet are valid receivables. All accounts receivable reflected in the financial or accounting records of the Company that have arisen since the Company Balance Sheet Date, net of a reserve for bad debts in an amount proportionate to the reserve shown on the Company Balance Sheet, are valid receivables and, to the knowledge of the Company, are not subject to setoffs or counterclaims.

2.15 Powers of Attorney. Except as set forth in Section 2.15 of the Company Disclosure Schedule, there are no outstanding powers of attorney executed on behalf of the Company or any Company Subsidiary.

2.16 Insurance. Section 2.16 of the Company Disclosure Schedule lists each insurance policy (including fire, theft, casualty, general liability, workers compensation, business interruption, environmental, product liability and automobile insurance policies and bond and surety arrangements) to which the Company or any Company Subsidiary is a party. Such insurance policies are of the type and in amounts customarily carried by organizations conducting businesses or owning assets similar to those of the Company and the Company Subsidiaries. There is no material claim pending under any such policy as to which coverage has been questioned, denied or disputed by the underwriter of such policy. All premiums due and payable under all such policies have been paid, neither the Company nor any Company Subsidiary may be liable for retroactive premiums or similar payments, and the Company and the Company Subsidiaries are otherwise in compliance in all material respects with the terms of such policies. The Company has no knowledge of any threatened termination of, or material premium increase with respect to, any such policy. Each such policy will continue to be enforceable and in full force and effect immediately following the Effective Time in accordance with the terms thereof as in effect immediately prior to the Effective Time.

2.17 Litigation. Except as set forth in Section 2.17 of the Company Disclosure Schedule, as of the date of this Agreement, there is no action, suit, proceeding, claim, arbitration or investigation before any Governmental Entity or before any arbitrator (a "Legal Proceeding") which is pending or, to the Company's knowledge, threatened against the Company or any Company Subsidiary which (a) seeks either damages in excess of $25,000 individually or $50,000 in the aggregate, (b) if determined adversely to the Company or such Company Subsidiary, could have, individually or in the aggregate, a Company Material Adverse Effect or (c) in any manner challenges or seeks to prevent, enjoin, alter or delay the transactions contemplated by this Agreement.

2.18 Employees.

(a) Section 2.18 of the Company Disclosure Schedule contains a list of all employees of the Company and each Company Subsidiary whose annual rate of compensation exceeds $50,000 per year, along with the position of each such person. Each such person is a party to a non-disclosure and assignment of inventions agreement with the Company or a Company Subsidiary. To the knowledge of the Company, no key employee (within the meaning of Section 416 of the Code) or group of employees acting in concert has any plans to terminate employment with the Company or any Company Subsidiary.

(b) Neither the Company nor any Company Subsidiary is a party to or bound by any collective bargaining agreement, nor has any of them experienced any strikes, grievances, claims of unfair labor practices or other collective bargaining disputes. To the knowledge of the Company, (i) no organizational effort has been made or threatened, either currently or within the past two years, by or on behalf of any labor union with respect to employees of the Company or any Company Subsidiary, and (ii) to the Company's knowledge, there are no circumstances or facts which could individually or collectively give rise to a suit against the Company or any Company Subsidiary by any current or former employee or applicant for employment based on discrimination prohibited by fair employment practices laws.

2.19 Employee Benefits.

(a) For purposes of this Agreement, the following terms shall have the following meanings:

(i) "Employee Benefit Plan" means any "employee pension benefit plan" (as defined in Section 3(2) of ERISA), any "employee welfare benefit plan" (as defined in Section 3(1) of ERISA), and any other written or oral plan, agreement or arrangement providing direct or indirect compensation for services rendered, including without limitation insurance coverage, severance benefits, disability benefits, deferred compensation, bonuses, stock options, stock purchase, phantom stock, stock appreciation or other forms of incentive compensation or post-retirement compensation.

(ii) "ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

(iii) "ERISA Affiliate" means any entity which is, or at any applicable time was, a member of (1) a controlled group of corporations (as defined in Section 414(b) of the Code), (2) a group of trades or businesses under common control (as defined in Section 414(c) of the Code), or (3) an affiliated service group (as defined under Section 414(m) of the Code or the regulations under Section 414(o) of the Code), any of which includes or included the Company or a Company Subsidiary.

(b) Section 2.19(b) of the Company Disclosure Schedule contains a complete and accurate list of all Employee Benefit Plans maintained, or contributed to, by the Company, any Company Subsidiary or any ERISA Affiliate other than plans maintained solely to comply with the laws of a jurisdiction other than the United States of America or political subdivisions thereof (collectively, the "Company Benefit Plans"). Complete and accurate copies of (i) all Company Benefit Plans which have been reduced to writing, (ii) written summaries of all unwritten Company Benefit Plans, (iii) all related trust agreements, insurance contracts and summary plan descriptions, and (iv) all annual reports filed on IRS Form 5500 and (for all funded plans) all plan financial statements for the last five plan years for each Company Benefit Plan, have been made available to the Parent. Except as set forth on Section 2.19(b) of the Company Disclosure Schedule, each Company Benefit Plan has been administered in all material respects in accordance with its terms and each of the Company, the Company Subsidiaries and the ERISA Affiliates has in all material respects met its obligations with respect to such Company Benefit Plan and has made all required contributions thereto not later than the due date therefor (including extensions). The Company, each Company Subsidiary, each ERISA Affiliate and each Company Benefit Plan are in compliance in all material respects with the currently applicable provisions of ERISA and the Code and the regulations thereunder (including without limitation Section 4980B of the Code, Subtitle K, Chapter 100 of the Code and Sections 601 through 608 and Section 701 et seq. of ERISA). All filings and reports as to each Company Benefit Plan required to have been submitted to the Internal Revenue Service or to the United States Department of Labor have been duly submitted.

(c) To the knowledge of the Company, there are no Legal Proceedings (except claims for benefits payable in the normal operation of the Company Benefit Plans and proceedings with respect to qualified domestic relations orders, qualified medical support orders or similar benefit directives) against or involving any Company Benefit Plan or asserting any rights or claims to benefits under any Company Benefit Plan that could give rise to any material liability.

(d) All the Company Benefit Plans that are intended to be qualified under Section 401(a) of the Code have received a determination, advisory or opinion letter from the Internal Revenue Service to the effect that such Company Benefit Plans are qualified and the plans and the trusts related thereto are exempt from federal income taxes under Sections 401(a) and 501(a), respectively, of the Code, no such determination letter has been revoked and revocation has not been threatened, and no such Company Benefit Plan has been amended since the date of its most recent determination letter or application therefor in any respect (other than amendments required by law or which are not reasonable expected to result in loss of such plan's qualified status), and no act or omission has occurred, that would adversely affect its qualification.

(e) Neither the Company, any Company Subsidiary nor any ERISA Affiliate has ever maintained an Employee Benefit Plan subject to Section 412 of the Code or Title IV of ERISA.

(f) At no time has the Company, any Company Subsidiary or any ERISA Affiliate been obligated to contribute to any "multiemployer plan" (as defined in Section 4001(a)(3) of ERISA).

(g) There are no unfunded obligations under any Company Benefit Plan providing benefits after termination of employment to any employee of the Company or any Company Subsidiary (or to any beneficiary of any such employee), including but not limited to retiree health coverage and deferred compensation, but excluding continuation of health coverage required to be continued under Section 4980B of the Code or other applicable Law and insurance conversion privileges under state law. The assets of each Company Benefit Plan which is funded are reported at their fair market value on the books and records of such Company Benefit Plan.

(h) No act or omission has occurred and no condition exists with respect to any Company Benefit Plan maintained by the Company, any Company Subsidiary or any ERISA Affiliate that would subject the Company, any Company Subsidiary or any ERISA Affiliate to (i) any material fine, penalty, tax or liability of any kind imposed under ERISA or the Code or (ii) any contractual indemnification or contribution obligation protecting any fiduciary, insurer or service provider with respect to any Company Benefit Plan.

(i) No Company Benefit Plan is funded by, associated with or related to a "voluntary employee's beneficiary association" within the meaning of Section 501(c)(9) of the Code.

(j) Each Company Benefit Plan is amendable and terminable unilaterally by the Company at any time without liability to the Company as a result thereof and no Company Benefit Plan, plan documentation or agreement, summary plan description or other written communication distributed generally to employees by its terms prohibits the Company from amending or terminating any such Company Benefit Plan.

(k) Section 2.19(k) of the Company Disclosure Schedule discloses each: (i) agreement with any stockholder, director, executive officer or other key employee of the Company or any Company Subsidiary (A) the benefits of which are contingent, or the terms of which are materially altered, upon the occurrence of a transaction involving the Company or any Company Subsidiary of the nature of any of the transactions contemplated by this Agreement, (B) providing any term of employment or compensation guarantee or (C) providing severance benefits or other benefits after the termination of employment of such director, executive officer or key employee; (ii) agreement, plan or arrangement under which any person may receive payments from the Company or any Company Subsidiary that may be subject to the tax imposed by Section 4999 of the Code or included in the determination of such person's "parachute payment" under Section 280G of the Code; and (iii) agreement or plan binding the Company or any Company Subsidiary, including without limitation any stock option plan, stock appreciation right plan, restricted stock plan, stock purchase plan, severance benefit plan or Company Benefit Plan, any of the benefits of which will be increased, or the vesting of the benefits of which will be accelerated, by the occurrence of any of the transactions contemplated by this Agreement or the value of any of the benefits of which will be calculated on the basis of any of the transactions contemplated by this Agreement. The accruals for vacation, sickness and disability expenses are accounted for on the Company Interim Balance Sheet and are adequate and materially reflect the expenses associated therewith in accordance with GAAP.

2.20 Environmental Matters.

(a) Each of the Company and the Company Subsidiaries has complied with all applicable Environmental Laws (as defined below), except for violations of Environmental Laws that, individually or in the aggregate, have not had and would not reasonably be expected to have a Company Material Adverse Effect. There is no pending or, to the knowledge of the Company, threatened civil or criminal litigation, written notice of violation, formal administrative proceeding, or investigation, inquiry or information request by any Governmental Entity, relating to any Environmental Law involving the Company or any Company Subsidiary, except for litigation, notices of violations, formal administrative proceedings or investigations, inquiries or information requests that, individually or in the aggregate, have not had and would not reasonably be expected to have a Company Material Adverse Effect. For purposes of this Agreement, "Environmental Law" means any Law relating to the environment, including without limitation any Law pertaining to (i) treatment, storage, disposal, generation and transportation of industrial, toxic or hazardous materials or substances or solid or hazardous waste; (ii) air, water and noise pollution; (iii) groundwater and soil contamination; (iv) the release or threatened release into the environment of industrial, toxic or hazardous materials or substances, or solid or hazardous waste, including without limitation emissions, discharges, injections, spills, escapes or dumping of pollutants, contaminants or chemicals; (v) the protection of wild life, marine life and wetlands, including without limitation all endangered and threatened species; (vi) storage tanks, vessels, containers, abandoned or discarded barrels, and other closed receptacles; (vii) the reclamation of mines; (viii) health and safety of employees and other persons; and (ix) manufacturing, processing, using, distributing, treating, storing, disposing, transporting or handling of materials regulated under any law as pollutants, contaminants, toxic or hazardous materials or substances or oil or petroleum products or solid or hazardous waste. As used above, the terms "release" and "environment" shall have the meaning set forth in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended ("CERCLA").

(b) To the knowledge of the Company, without independent investigation, there are no documents that contain any environmental reports, investigations or audits relating to premises currently or previously owned or operated by the Company or a Company Subsidiary (whether conducted by or on behalf of the Company or a Company Subsidiary or a third party, and whether done at the initiative of the Company or a Company Subsidiary or directed by a Governmental Entity or other third party) which were issued or conducted during the past five years and which the Company has possession of or access to.

(c) To the knowledge of the Company, there is no material environmental liability with respect to any solid or hazardous waste transporter or treatment, storage or disposal facility that has been used by the Company or any Company Subsidiary.

2.21 Legal Compliance. Each of the Company and the Company Subsidiaries, and the conduct and operations of their respective businesses, are in compliance with each Law applicable to the Company, any Company Subsidiary or any of their properties or assets, except for any violations or defaults that, individually or in the aggregate, have not had and would not reasonably be expected to have a Company Material Adverse Effect.

2.22 Intentionally Omitted.

2.23 Permits. The Company or a Company Subsidiary possess or holds all material authorizations, approvals, clearances, licenses, permits, certificates or exemptions from any Governmental Entity ("Permits") that are required for the Company and the Company Subsidiaries to conduct their respective businesses as presently conducted except for those the absence of which, individually or in the aggregate, have not had and would not reasonably be expected to have a Company Material Adverse Effect. Each such Permit is in full force and effect and, to the knowledge of the Company, no suspension or cancellation of such Permit is threatened and, to the knowledge of the Company, there is no reasonable basis for believing that such Permit will not be renewable upon expiration. Except for such instances as would not reasonably be expected to have a Company Material Adverse Effect, each such Permit will continue in full force and effect immediately following the Closing.

2.24 Certain Business Relationships with Affiliates. Except as listed in Section 2.24 of the Company Disclosure Schedule, no Affiliate of the Company or of any Company Subsidiary (a) owns any material property or right, tangible or intangible, which is used in the business of the Company or any Company Subsidiary, (b) to the knowledge of the Company, has any claim or cause of action against the Company or any Company Subsidiary, or (c) owes any money to, or is owed any money by, the Company or any Company Subsidiary. Section 2.24 of the Company Disclosure Schedule describes any transactions involving the receipt or payment in excess of $25,000 in any fiscal year between the Company or a Company Subsidiary and any Affiliate of the Company or of any Company Subsidiary thereof which have occurred or existed since the Organization Date, other than employment agreements or compensation arrangements.

2.25 Brokers' Fees. Other than obligations arising under the Placement Agency Agreement, dated November 14, 2013, between the Company and Gottbetter Capital Markets, LLC (the "Placement Agent"), and except as listed in Section 2.25 of the Company Disclosure Schedule neither the Company nor any Subsidiary has any liability or obligation to pay any fees or commissions to any broker, finder or agent with respect to the transactions contemplated by this Agreement.

2.26 Books and Records. The minute books and other similar records of the Company and each Company Subsidiary contain, in all material respects, complete and accurate records in all material respects of all actions taken at any meetings of the Company's or such Company Subsidiary's stockholders, board of directors or any committees thereof and of all written consents executed in lieu of the holding of any such meetings.

2.27 Intellectual Property.

(a) Each of the Company and any Company Subsidiary owns, is licensed or otherwise possesses legally enforceable rights to use, license and exploit all issued patents, copyrights, trademarks, service marks, trade names, trade secrets, and registered domain names and all applications for registration therefor (collectively, the "Intellectual Property Rights") and all computer programs and other computer software, databases, know-how, proprietary technology, formulae, and development tools, together with all goodwill related to any of the foregoing (collectively, the "Intellectual Property"), in each case as is necessary to conduct their respective businesses as presently conducted, the absence of which would be considered reasonably likely to result in a Company Material Adverse Effect.

(b) Section 2.27(b) of the Company Disclosure Schedule sets forth, with respect to all issued patents and all registered copyrights, trademarks, service marks and domain names registered with any Governmental Entity by the Company or any Company Subsidiary or for which an application for registration has been filed with any Governmental Entity by the Company or any Company Subsidiary, (i) the registration or application number, the date filed and the title, if applicable, of the registration or application and (ii) the names of the jurisdictions covered by the applicable registration or application. Section 2.27(b) of the Company Disclosure Schedule identifies each agreement currently in effect containing any ongoing royalty or payment obligations of the Company and any Company Subsidiary in excess of $25,000 per annum with respect to Intellectual Property Rights and Intellectual Property that are licensed or otherwise made available to the Company and any Company Subsidiary.

(c) Except as set forth on Section 2.27(c) of the Company Disclosure Schedule, all Intellectual Property Rights of the Company and the Company Subsidiaries that have been registered by them with any Governmental Entity are valid and subsisting, except as would not reasonably be expected to have a Company Material Adverse Effect. As of the Effective Date, in connection with such registered Intellectual Property Rights, all necessary registration, maintenance and renewal fees will have been paid and all necessary documents and certificates will have been filed with the relevant Governmental Entities.

(d) Neither the Company nor any Company Subsidiary is, or will as a result of the consummation of the Merger or other transactions contemplated by this Agreement be, in breach in any material respect of any license, sublicense or other agreement relating to the Intellectual Property Rights of the Company and the Company Subsidiaries, or any licenses, sublicenses or other agreements as to which the Company or any Company Subsidiary is a party and pursuant to which the Company or any Company Subsidiary uses any patents, copyrights (including software), trademarks or other intellectual property rights of or owned by third parties (the "Third Party Intellectual Property Rights"), the breach of which would be reasonably likely to result in a Company Material Adverse Effect.

(e) Except as set forth on Section 2.27(e) of the Company Disclosure Schedule, neither the Company nor any Company Subsidiary has been named as a defendant in any suit, action or proceeding which involves a claim of infringement or misappropriation of any Third Party Intellectual Property Right and neither the Company nor any Company Subsidiary has received any written notice or, to the knowledge of the Company, other communication of any actual or alleged infringement, misappropriation or unlawful or unauthorized use of any Third Party Intellectual Property Right. With respect to its product candidates and products in research or development, after the same are marketed, the Company will not, to its knowledge, infringe any Third Party Intellectual Property Rights in any material manner, except for such infringement as would not be reasonably likely to result in a Company Material Adverse Effect.

(f) To the knowledge of the Company, except as set forth on Section 2.27(f) of the Company Disclosure Schedule, no other person is infringing, misappropriating or making any unlawful or unauthorized use of any Intellectual Property Rights of the Company and the Company Subsidiaries in a manner that has a material impact on the business of the Company or any Company Subsidiary, except for such infringement, misappropriation or unlawful or unauthorized use as would not be reasonably expected to have a Company Material Adverse Effect.

2.28 Disclosure. No representation or warranty by the Company contained in this Agreement, and no statement contained in the Company Disclosure Schedule, the Company's final Confidential Private Placement Memorandum dated December 6, 2013, as amended and supplemented by Supplement no. 1 thereto date January 10, 2014, or any other document, certificate or other instrument delivered or to be delivered by or on behalf of the Company pursuant to this Agreement, contains or will contain any untrue statement of a material fact or omits or will omit to state any material fact necessary, in light of the circumstances under which it was or will be made, in order to make the statements herein or therein not misleading.

2.29 Duty to Make Inquiry. To the extent that any of the representations or warranties in this Article II are qualified by "knowledge" or "belief," the Company represents and warrants that it has made reasonable inquiry and investigation concerning the matters to which such representations and warranties relate, including, but not limited to, reasonable inquiry by its directors, officers and key personnel.

2.30 Accountants. OUM & Co. LLP (the "Company Auditor") is and has been throughout the periods covered by the Company Financial Statements (a) a registered public accounting firm (as defined in Section 2(a)(12) of the Sarbanes-Oxley Act of 2002) and (b) "independent" with respect to the Company within the meaning of Regulation S-X. Except as set forth on Section 2.30 of the Company Disclosure Schedule, the reports of the Company Auditor on the financial statements of the Company for the past three fiscal years and any subsequent interim period did not contain an adverse opinion or a disclaimer of opinion, or were qualified as to uncertainty, audit scope, or accounting principles. During the Company's most recent fiscal year and the subsequent interim periods, there were no disagreements with the Company Auditor on any matter of accounting principles or practices, financial statement disclosure, or auditing scope or procedures. None of the reportable events listed in Item 304(a)(1)(iv) or (v) of Regulation S-K occurred with respect to the Company Auditor.

2.31 FDA and Related Matters. The conduct of business by the Company complies, and at all times has substantially complied, in all material respects with the Federal Food, Drug and Cosmetic Act (the "FDCA") and similar federal, state and foreign laws applicable to the evaluation, testing, manufacturing, distribution, advertising and marketing of each of the Company's medical device products, in whatever stage of development or commercialization except to the extent that the failure to so comply would not have a Company Material Adverse Effect. To the knowledge of the Company, as of the date hereof, neither the United States Food and Drug Administration (the "FDA") nor any comparable Governmental Entity is considering limiting, suspending or revoking any such Permit or changing the marketing classification or labeling of the products of the Company or any Company Subsidiary. To the knowledge of the Company, there is no false or misleading information or material omission in any product application or other submission by the Company or any Company Subsidiary to the FDA or any comparable Governmental Entity. The Company or Company Subsidiaries have fulfilled and performed in all material respects their obligations under each Permit, and, as of the date hereof, to the knowledge of the Company, no event has occurred or condition or state of facts exists which would constitute a breach or default or would cause revocation or termination of any such Permit except to the extent that such breach, default, revocation or termination would not have a Company Material Adverse Effect. To the knowledge of the Company, any third party that is a manufacturer or contractor for the Company or any Company Subsidiary is in compliance in all material respects with all Permits insofar as they pertain to the manufacture of product components or products for the Company. The Company and Company Subsidiaries have not received any Form FDA-483, notice of adverse finding, FDA warning letter, notice of violation or "untitled letter," notice of FDA action for import detention or refusal, or any other notice from the FDA or other Governmental Entity alleging or asserting noncompliance with any applicable Laws or Permits. The Company and Company Subsidiaries are not subject to any obligation arising under an administrative or regulatory action, FDA inspection, FDA warning letter, FDA notice of violation letter or other notice, response or commitment made to or with the FDA or any comparable Governmental Entity. The Company and Company Subsidiaries have made all notifications, submissions and reports required by the FDCA or similar federal, state and foreign Laws, except to the extent that the failure to make such notifications, submission or reports would not have a Company Material Adverse Effect.

ARTICLE III
REPRESENTATIONS AND WARRANTIES OF THE PARENT AND THE ACQUISITION SUBSIDIARY

Each of the Parent and the Acquisition Subsidiary represents and warrants to the Company that the statements contained in this Article III are true and correct, except as set forth in the disclosure schedule provided by the Parent and the Acquisition Subsidiary to the Company on the date hereof (the "Parent Disclosure Schedule"). The Parent Disclosure Schedule shall be arranged in paragraphs corresponding to the numbered and lettered paragraphs contained in this Article III; and to the extent that it is clear from the context thereof that such disclosure also applies to any other numbered paragraph contained in this Article III, the disclosures in any numbered paragraph of the Disclosure Schedule shall qualify such other corresponding numbered paragraph in this Article III. For purposes of this Article III, the phrase "to the knowledge of the Parent" or any phrase of similar import shall be deemed to refer to the actual knowledge of any officer or director of the Parent or the Acquisition Subsidiary as well as any other knowledge which such person would have possessed had such person made reasonable inquiry of appropriate officers, directors, key employees, accountants and attorneys of the Parent or the Acquisition Subsidiary with respect to the matter in question.

3.1 Organization, Qualification and Corporate Power. The Parent is a corporation duly organized, validly existing and in good standing under the laws of the State of Nevada and the Acquisition Subsidiary is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware. The Parent is duly qualified to conduct business and is in corporate and tax good standing under the laws of each jurisdiction in which the nature of its businesses or the ownership or leasing of its properties requires such qualification, except where the failure to be so qualified or in good standing has not had and would not reasonably be expected to have a Parent Material Adverse Effect (as defined below). The Parent has all requisite corporate power and authority to carry on the businesses in which it is engaged and to own and use the properties owned and used by it. The Parent has furnished or made available to the Company complete and accurate copies of its articles of incorporation and bylaws. Neither the Parent nor the Acquisition Subsidiary is in default under or in violation of any provision of its certificate or articles of incorporation, as amended to date, or its bylaws, as amended to date. For purposes of this Agreement, "Parent Material Adverse Effect" means a material adverse effect on the assets, business, condition (financial or otherwise), or results of operations of the Parent and its subsidiaries, taken as a whole.

3.2 Capitalization. As of immediately prior to the Effective Time, but prior to giving effect to the issuance of the Merger Shares or the Share Contribution (as defined below), the authorized capital stock of the Parent will consist of 500,000,000 shares of Parent Common Stock, of which 21,983,700 shares will be issued and outstanding, and 10,000,000 shares of preferred stock, $0.001 par value per share, of which no shares are outstanding. The Parent Common Stock is presently eligible for quotation and trading on the Over-The-Counter Bulletin Board ("OTCBB") and is not subject to any notice of suspension or delisting. All of the issued and outstanding shares of Parent Common Stock are duly authorized, validly issued, fully paid, nonassessable and free of all preemptive rights. Except as contemplated by the Transaction Documentation or as described in Section 3.2 of the Parent Disclosure Schedule, there are no outstanding or authorized options, warrants, rights, agreements or commitments to which the Parent is a party or which are binding upon the Parent providing for the issuance or redemption of any of its capital stock. There are no outstanding or authorized stock appreciation, phantom stock or similar rights with respect to the Parent. Except as contemplated by the Transaction Documentation, there are no agreements to which the Parent is a party or by which it is bound with respect to the voting (including without limitation voting trusts or proxies), registration under the Securities Act, or sale or transfer (including without limitation agreements relating to pre-emptive rights, rights of first refusal, co-sale rights or "drag-along" rights) of any securities of the Parent. There are no agreements among other parties, to which the Parent is not a party and by which it is not bound, with respect to the voting (including without limitation voting trusts or proxies) or sale or transfer (including without limitation agreements relating to rights of first refusal, co-sale rights or "drag-along" rights) of any securities of the Parent. All of the issued and outstanding shares of Parent Common Stock were issued in compliance with applicable federal and state securities laws. The Merger Shares to be issued at the Closing pursuant to Section 1.5 hereof, when issued and delivered in accordance with the terms hereof and of the Certificate of Merger, shall be duly and validly issued, fully paid and nonassessable and free of all preemptive rights and will be issued in compliance with applicable federal and state securities laws. At the Effective Time, after giving effect to the surrender by the Split-Off Purchaser of 17,483,100 shares of Parent Common Stock (the "Share Contribution") in connection with the Split-Off, but prior to giving effect to the issuance of the Merger Shares (including the Indemnification Escrow Shares), there will be 4,500,600 shares of Parent Common Stock issued and outstanding.

3.3 Authorization of Transaction. Each of the Parent and the Acquisition Subsidiary has all requisite power and authority to execute and deliver this Agreement and (in the case of the Parent) the Split-Off Agreement, the General Release Agreement and the Indemnification Escrow Agreement and to perform its obligations hereunder and thereunder. The execution and delivery by the Parent and the Acquisition Subsidiary of this Agreement and (in the case of the Parent) the Split-Off Agreement, the General Release Agreement and the Indemnification Escrow Agreement, and the agreements contemplated hereby and thereby (collectively, the "Transaction Documentation"), and the consummation by the Parent and the Acquisition Subsidiary of the transactions contemplated hereby and thereby have been duly and validly authorized by all necessary corporate action on the part of the Parent and the Acquisition Subsidiary, respectively. Each of the documents included in the Transaction Documentation has been duly and validly executed and delivered by the Parent or the Acquisition Subsidiary, as the case may be, and constitutes a valid and binding obligation of the Parent or the Acquisition Subsidiary, as the case may be, enforceable against them in accordance with its terms, except as such enforceability may be limited under applicable bankruptcy, insolvency and similar laws, rules or regulations affecting creditors' rights and remedies generally and to general principles of equity, whether applied in a court of law or a court of equity.

3.4 Noncontravention. Subject to the filing of the Certificate of Merger as required by the Delaware Act, neither the execution and delivery by the Parent or the Acquisition Subsidiary, as the case may be, of this Agreement or the Transaction Documentation, nor the consummation by the Parent or the Acquisition Subsidiary, as the case may be, of the transactions contemplated hereby or thereby, will (a) conflict with or violate any provision of the organizational documents or bylaws of the Parent or the Acquisition Subsidiary, as the case may be, (b) require on the part of the Parent or the Acquisition Subsidiary, as the case may be, any filing with, or permit, authorization, consent or approval of, any Governmental Entity, other than required notification to the Financial Industry Regulatory Authority ("FINRA"), (c) conflict with, result in a breach of, constitute (with or without due notice or lapse of time or both) a default under, result in the acceleration of obligations under, create in any party any right to terminate, modify or cancel, or require any notice, consent or waiver under, any contract or instrument to which the Parent or the Acquisition Subsidiary, as the case may be, is a party or by which either is bound or to which any of their assets are subject, except for (i) any conflict, breach, default, acceleration, termination, modification or cancellation which would not reasonably be expected to have a Parent Material Adverse Effect and would not reasonably be expected to adversely affect the consummation of the transactions contemplated hereby or (ii) any notice, consent or waiver the absence of which would not reasonably be expected to have a Parent Material Adverse Effect and would not reasonably be expected to adversely affect the consummation of the transactions contemplated hereby, (d) result in the imposition of any Security Interest upon any assets of the Parent or the Acquisition Subsidiary or (e) violate any Laws applicable to the Parent or the Acquisition Subsidiary or any of their properties or assets.

3.5 Subsidiaries.

(a) The Parent has no Subsidiaries other than the Acquisition Subsidiary and the Split-Off Subsidiary. Each of the Acquisition Subsidiary and the Split-Off Subsidiary is an entity duly organized, validly existing and in corporate and tax good standing under the laws of the jurisdiction of its organization. The Acquisition Subsidiary was formed solely to effectuate the Merger, the Split-Off Subsidiary was formed solely to effectuate the Split-Off, and neither of them has conducted any business operations since its organization. The Parent has delivered or made available to the Company complete and accurate copies of the charter, bylaws or other organizational documents of the Acquisition Subsidiary and the Split-Off Subsidiary. The Acquisition Subsidiary has no assets other than minimal paid-in capital, has no liabilities or other obligations, and is not in default under or in violation of any provision of its charter, bylaws or other organizational documents. All of the issued and outstanding shares of capital stock of the Acquisition Subsidiary are duly authorized, validly issued, fully paid, nonassessable and free of preemptive rights. All shares of the Acquisition Subsidiary are owned by the Parent free and clear of any restrictions on transfer (other than restrictions under the Securities Act and state securities laws), claims, Security Interests, options, warrants, rights, contracts, calls, commitments, equities and demands. There are no outstanding or authorized options, warrants, rights, agreements or commitments to which the Parent or the Acquisition Subsidiary is a party or which are binding on any of them providing for the issuance, disposition or acquisition of any capital stock of the Parent, the Acquisition Subsidiary or the Split-Off Subsidiary (except as contemplated by this Agreement and the Split-Off Agreement). There are no outstanding stock appreciation, phantom stock or similar rights with respect to the Acquisition Subsidiary. There are no voting trusts, proxies or other agreements or understandings with respect to the voting of any capital stock of the Acquisition Subsidiary.

(b) At all times from January 11, 2011 (inception) through the date of this Agreement, the business and operations of the Parent have been conducted exclusively through the Parent.

(c) The Parent does not control directly or indirectly or have any direct or indirect participation or similar interest in any corporation, partnership, limited liability company, joint venture, trust or other business association which is not a Subsidiary.

3.6 SEC Reports.

(a) The Parent has furnished or made available to the Company complete and accurate copies, as amended or supplemented, of its (a) Annual Report on Form 10-K for the fiscal year ended March 31, 2013, as filed with the SEC, which contained audited balance sheets of the Parent as of March 31, 2013 and 2012, and the related statements of operation, changes in shareholders' equity and cash flows for the years then ended; and (b) all other reports filed by the Parent under Section 13 or subsections (a) or (c) of Section 14 of the Exchange Act with the SEC (such reports are collectively referred to herein as the "Parent Reports"). The Parent Reports constitute all of the documents required to be filed or furnished by the Parent with the SEC, including under Section 13 or subsections (a) or (c) of Section 14 of the Exchange Act, through the date of this Agreement. The Parent Reports complied in all material respects with the requirements of the Exchange Act and the rules and regulations thereunder when filed. As of the date hereof, there are no outstanding or unresolved comments in comment letters received from the staff of the SEC with respect to any of the Parent Reports. As of their respective dates, the Parent Reports, including any financial statements, schedules or exhibits included or incorporated by reference therein, did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. None of the Parent Subsidiaries is required to file or furnish any forms, reports or other documents with the SEC.

(b) The Parent and each of its Subsidiaries has established and maintains a system of "internal controls over financial reporting" (as defined in Rules 13a-15(f) and 15d-15(f) of the Exchange Act) that is sufficient to provide reasonable assurance (i) regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with GAAP, (ii) that receipts and expenditures of the Parent and its Subsidiaries are being made only in accordance with authorizations of management and the Board of Directors of the Parent, and (iii) regarding prevention or timely detection of the unauthorized acquisition, use or disposition of the Parent's and its Subsidiaries' assets that could have a material effect on the Parent's financial statements.

(c) The Parent's "disclosure controls and procedures" (as defined in Rules 13a-15(e) and 15d-15(e) of the Exchange Act) are designed to ensure that all information (both financial and non-financial) required to be disclosed by the Parent in the reports that it files or submits under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the rules and forms of the SEC, and that all such information is accumulated and communicated to the Parent's management as appropriate to allow timely decisions regarding required disclosure and to make the certifications of the chief executive officer and chief financial officer of the Parent required under the Exchange Act with respect to such reports. The Parent has disclosed, based on its most recent evaluation of such disclosure controls and procedures prior to the date of this Agreement, to the Parent's auditors and the audit committee of the Board of Directors of the Parent and on Section 3.6(c) of the Parent Disclosure Schedule (i) any significant deficiencies and material weaknesses in the design or operation of internal controls over financial reporting that could adversely affect in any material respect the Parent's ability to record, process, summarize and report financial information, and (ii) any fraud, whether or not material, that involves management or other employees who have a significant role in the Parent's internal controls over financial reporting. For purposes of this Agreement, the terms "significant deficiency" and "material weakness" shall have the meaning assigned to them in Public Company Accounting Oversight Board Auditing Standard 2, as in effect on the date of this Agreement.

(d) Each of the principal executive officer and the principal financial officer of the Parent (or each former principal executive officer and each former principal financial officer of the Parent, as applicable) has made all certifications required by Rule 13a-14 or 15d-14 under the Exchange Act and Sections 302 and 906 of the Sarbanes-Oxley Act of 2002 (including the rules and regulations promulgated thereunder, the "Sarbanes-Oxley Act") with respect to the Parent Reports, and the statements contained in such certifications are true and accurate in all material respects. For purposes of this Agreement, "principal executive officer" and "principal financial officer" shall have the meanings given to such terms in the Sarbanes-Oxley Act. Neither the Parent nor any of its Subsidiaries has outstanding (nor has arranged or modified since the enactment of the Sarbanes-Oxley Act) any "extensions of credit" (within the meaning of Section 402 of the Sarbanes-Oxley Act) to directors or executive officers (as defined in Rule 3b-7 under the Exchange Act) of the Parent or any of its Subsidiaries. The Parent is otherwise in compliance with all applicable provisions of the Sarbanes-Oxley Act, except for any non-compliance that would not reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect.

3.7 Compliance with Laws. Each of the Parent and its Subsidiaries:

(a) and the conduct and operations of their respective businesses, are in compliance with each Law applicable to the Parent, any Parent Subsidiary or any of their properties or assets, except for any violations or defaults that, individually or in the aggregate, have not had and would not reasonably be expected to have a Parent Material Adverse Effect;

(b) has complied with all federal and state securities laws and regulations, including being current in all of its reporting obligations under such federal and state securities laws and regulations;

(c) has not, and the past and present officers, directors and Affiliates of the Parent have not, been the subject of, nor does any officer or director of the Parent have any reason to believe that the Parent or any of its officers, directors or Affiliates will be the subject of, any civil or criminal proceeding or investigation by any federal or state agency alleging a violation of securities laws;

(d) has not been the subject of any voluntary or involuntary bankruptcy proceeding, nor has it been a party to any material litigation;

(e) has not, and the past and present officers, directors and Affiliates have not, been the subject of, nor does any officer or director of the Parent have any reason to believe that the Parent or any of its officers, directors or Affiliates will be the subject of, any civil, criminal or administrative investigation or proceeding brought by any federal or state agency having regulatory authority over such entity or person;

(f) does not and will not on the Closing, have any liabilities, contingent or otherwise, including but not limited to notes payable and accounts payable, and is not a party to any executory agreements; and

(g) is not a "blank check company" as such term is defined by Rule 419 of the Securities Act.

3.8 Financial Statements. The audited financial statements and unaudited interim financial statements of the Parent included in the Parent Reports (collectively, the "Parent Financial Statements") (i) complied as to form in all material respects with applicable accounting requirements and, as appropriate, the published rules and regulations of the SEC with respect thereto when filed, (ii) were prepared in accordance with GAAP applied on a consistent basis throughout the periods covered thereby (except as may be indicated therein or in the notes thereto, and in the case of quarterly financial statements, as permitted by Form 10-Q under the Exchange Act), (iii) fairly present in all material respects the financial condition, results of operations and cash flows of the Parent as of the respective dates thereof and for the periods referred to therein, and (iv) are consistent in all material respects with the books and records of the Parent.

3.9 Absence of Certain Changes. Since the date of the balance sheet contained in the most recent Parent Report, (a) there has occurred no event or development which, individually or in the aggregate, has had, or could reasonably be expected to have in the future, a Parent Material Adverse Effect and (b) neither the Parent nor the Acquisition Subsidiary has taken any of the actions set forth in paragraphs (a) through (m) of Section 4.6.

3.10 Litigation. Except as disclosed in Section 3.10 of the Parent Disclosure Schedule, as of the date of this Agreement, there is no Legal Proceeding which is pending or, to the Parent's knowledge, threatened against the Parent or any Subsidiary of the Parent which, if determined adversely to the Parent or such Subsidiary, could have, individually or in the aggregate, a Parent Material Adverse Effect or which in any manner challenges or seeks to prevent, enjoin, alter or delay the transactions contemplated by this Agreement. For purposes of this Section 3.10, any such pending or threatened Legal Proceedings where the amount at issue exceeds or could reasonably be expected to exceed the lesser of $10,000 per Legal Proceeding or $25,000 in the aggregate shall be considered to possibly result in a Parent Material Adverse Effect hereunder.

3.11 Undisclosed Liabilities. None of the Parent and its Subsidiaries has any liability (whether known or unknown, whether absolute or contingent, whether liquidated or unliquidated and whether due or to become due), except for (a) liabilities shown on the balance sheet contained in the most recent Parent Report, (b) liabilities which have arisen since the date of the balance sheet contained in the most recent Parent Report in the Ordinary Course of Business which do not exceed $25,000 in the aggregate and (c) contractual and other liabilities incurred in the Ordinary Course of Business which are not required by GAAP to be reflected on a balance sheet.

3.12 Off-Balance Sheet Arrangements. Neither the Parent nor any of its Subsidiaries is a party to, or has any commitment to become a party to, any joint venture, off balance sheet partnership or any similar contract or arrangement (including any contract or arrangement relating to any transaction or relationship between or among the Parent and any of its Subsidiaries, on the one hand, and any unconsolidated affiliate, including any structured finance, special purpose or limited purpose entity or person, on the other hand, or any "off balance sheet arrangements" (as defined in Item 303(a) of Regulation S-K under the Exchange Act)), where the result, purpose or intended effect of such contract is to avoid disclosure of any material transaction involving, or material liabilities of, the Parent or any of its Subsidiaries in the Parent's or such Subsidiary's published financial statements or other Parent Reports.

3.13 Tax Matters.

(a) Each of the Parent and its Subsidiaries has filed on a timely basis all Tax Returns that it was required to file, and all such Tax Returns were complete and accurate in all material respects. Neither the Parent nor any of its Subsidiaries is or has ever been a member of a group of corporations with which it has filed (or been required to file) consolidated, combined or unitary Tax Returns, other than a group of which only the Parent and its Subsidiaries are or were members. Each of the Parent and its Subsidiaries has paid on a timely basis all Taxes that were due and payable. The unpaid Taxes of the Parent and its Subsidiaries for tax periods through the date of the balance sheet contained in the most recent Parent Report do not exceed the accruals and reserves for Taxes (excluding accruals and reserves for deferred Taxes established to reflect timing differences between book and Tax income) set forth on such balance sheet. Neither the Parent nor any of its Subsidiaries has any actual or potential liability for any Tax obligation of any taxpayer (including without limitation any affiliated group of corporations or other entities that included the Parent or any of its Subsidiaries during a prior period) other than the Parent and its Subsidiaries. All Taxes that the Parent or any of its Subsidiaries is or was required by law to withhold or collect have been duly withheld or collected and, to the extent required, have been paid to the proper Governmental Entity.

(b) The Parent has delivered or made available to the Company complete and accurate copies of all federal income Tax Returns, examination reports and statements of deficiencies assessed against or agreed to by the Parent or any of its Subsidiaries since July 9, 2007 (which was the date of the Parent's incorporation). No examination or audit of any Tax Return of the Parent or any of its Subsidiaries by any Governmental Entity is currently in progress or, to the knowledge of the Parent, threatened or contemplated. Neither the Parent nor any of its Subsidiaries has been informed by any jurisdiction that the jurisdiction believes that the Parent or its Subsidiaries was required to file any Tax Return that was not filed. Neither the Parent nor any of its Subsidiaries has waived any statute of limitations with respect to Taxes or agreed to an extension of time with respect to a Tax assessment or deficiency.

(c) Neither the Parent nor any of its Subsidiaries: (i) has been a United States real property holding corporation within the meaning of Section 897(c)(2) of the Code during the applicable period specified in Section 897(c)(l)(A)(ii) of the Code; (iii) has made any payments, is obligated to make any payments, or is a party to any agreement that could obligate it to make any payments that may be treated as an "excess parachute payment" under Section 280G of the Code; (iv) has any actual or potential liability for any Taxes of any person (other than the Parent and its Subsidiaries) under Treasury Regulation Section 1.1502-6 (or any similar provision of federal, state, local or foreign law), or as a transferee or successor, by contract or otherwise; or (v) is or has been required to make a basis reduction pursuant to Treasury Regulation Section 1.1502-20(b) or Treasury Regulation Section 1.337(d)-2(b).

(d) None of the assets of the Parent or any of its Subsidiaries: (i) is property that is required to be treated as being owned by any other person pursuant to the provisions of former Section 168(f)(8) of the Code; (ii) is "tax-exempt use property" within the meaning of Section 168(h) of the Code; or (iii) directly or indirectly secures any debt the interest of which is tax exempt under Section 103(a) of the Code.

(e) Neither the Parent nor any of its Subsidiaries has undergone a change in its method of accounting resulting in an adjustment to its taxable income pursuant to Section 481 of the Code.

(f) No state or federal "net operating loss" of the Parent determined as of the Closing Date is subject to limitation on its use pursuant to Section 382 of the Code or comparable provisions of state law as a result of any "ownership change" within the meaning of Section 382(g) of the Code or comparable provisions of any state law occurring prior to the Closing Date.

3.14 Assets. Each of the Parent and the Acquisition Subsidiary owns or leases all tangible assets necessary for the conduct of its businesses as presently conducted and as presently proposed to be conducted. Each such tangible asset is free from material defects, has been maintained in accordance with normal industry practice, is in good operating condition and repair (subject to normal wear and tear) and is suitable for the purposes for which it presently is used. No asset of the Parent or the Acquisition Subsidiary (tangible or intangible) is subject to any Security Interest.

3.15 Owned Real Property. Neither the Parent nor any of its Subsidiaries owns any real property.

3.16 Real Property Leases. Section 3.16 of the Parent Disclosure Schedule lists all real property leased or subleased to or by the Parent or any of its Subsidiaries and lists the term of such lease, any extension and expansion options, and the rent payable thereunder. The Parent has delivered or made available to the Company complete and accurate copies of the leases and subleases listed in Section 3.16 of the Parent Disclosure Schedule. With respect to each lease and sublease listed in Section 3.16 of the Parent Disclosure Schedule:

(a) the lease or sublease is legal, valid, binding, enforceable and in full force and effect;

(b) the lease or sublease will continue to be legal, valid, binding, enforceable and in full force and effect immediately following the Closing in accordance with the terms thereof as in effect immediately prior to the Closing, and the Closing will not, after the giving of notice, with lapse of time, or otherwise, result in a breach or default by the Parent or any of its Subsidiaries or, to the knowledge of the Parent, any other party under such lease or sublease;

(c) neither the Parent nor any of its Subsidiaries nor, to the knowledge of the Parent, any other party, is in breach or violation of, or default under, any such lease or sublease, and no event has occurred, is pending or, to the knowledge of the Parent, is threatened, which, after the giving of notice, with lapse of time or otherwise, would constitute a breach or default by the Parent or any of its Subsidiaries or, to the knowledge of the Parent, any other party under such lease or sublease;

(d) neither the Parent nor any of its Subsidiaries has assigned, transferred, conveyed, mortgaged, deeded in trust or encumbered any interest in the leasehold or subleasehold; and

(e) to the knowledge of the Parent, there is no Security Interest, easement, covenant or other restriction applicable to the real property subject to such lease, except for recorded easements, covenants and other restrictions which do not materially impair the current uses or the occupancy by the Parent or any of its Subsidiaries of the property subject thereto.

3.17 Contracts.

(a) Section 3.17 of the Parent Disclosure Schedule lists the following agreements (written or oral) to which the Parent or any of its Subsidiaries is a party as of the date of this Agreement:

(i) any agreement (or group of related agreements) for the lease of personal property from or to third parties;

(ii) any agreement (or group of related agreements) for the purchase or sale of products or for the furnishing or receipt of services;

(iii) any agreement establishing a partnership or joint venture;

(iv) any agreement (or group of related agreements) under which it has created, incurred, assumed or guaranteed (or may create, incur, assume or guarantee) indebtedness (including capitalized lease obligations) or under which it has imposed (or may impose) a Security Interest on any of its assets, tangible or intangible;

(v) any agreement concerning confidentiality or noncompetition;

(vi) any employment or consulting agreement;

(vii) any agreement involving any current or former officer, director or stockholder of the Parent or any Affiliate thereof;

(viii) any agreement under which the consequences of a default or termination would reasonably be expected to have a Parent Material Adverse Effect;

(ix) any agreement which contains any provisions requiring the Parent or any of its Subsidiaries to indemnify any other party thereto (excluding indemnities contained in agreements for the purchase, sale or license of products entered into in the Ordinary Course of Business);

(x) any other agreement (or group of related agreements) either involving more than $5,000 or not entered into in the Ordinary Course of Business; and

(xi) any agreement, other than as contemplated by this Agreement and the Split-Off, relating to the sales of securities of the Parent or any of its Subsidiaries to which the Parent or such Subsidiary is a party.

(b) The Parent has delivered or made available to the Company a complete and accurate copy of each agreement listed in Section 3.17 of the Parent Disclosure Schedule. With respect to each agreement so listed: (i) the agreement is legal, valid, binding and enforceable and in full force and effect; (ii) the agreement will continue to be legal, valid, binding and enforceable and in full force and effect immediately following the Closing in accordance with the terms thereof as in effect immediately prior to the Closing; and (iii) neither the Parent nor any of its Subsidiaries nor, to the knowledge of the Parent, any other party, is in breach or violation of, or default under, any such agreement, and no event has occurred, is pending or, to the knowledge of the Parent, is threatened, which, after the giving of notice, with lapse of time or otherwise, would constitute a breach or default by the Parent or any of its Subsidiaries or, to the knowledge of the Parent, any other party under such contract.

3.18 Accounts Receivable. All accounts receivable of the Parent and its Subsidiaries reflected on the Parent Reports are valid receivables subject to no setoffs or counterclaims and are current and collectible (within 90 days after the date on which it first became due and payable), net of the applicable reserve for bad debts on the balance sheet contained in the most recent Parent Report. All accounts receivable reflected in the financial or accounting records of the Parent that have arisen since the date of the balance sheet contained in the most recent Parent Report are valid receivables subject to no setoffs or counterclaims and are collectible (within 90 days after the date on which it first became due and payable), net of a reserve for bad debts in an amount proportionate to the reserve shown on the balance sheet contained in the most recent Parent Report.

3.19 Powers of Attorney. There are no outstanding powers of attorney executed on behalf of the Parent or any of its Subsidiaries.

3.20 Insurance. Section 3.20 of the Parent Disclosure Schedule lists each insurance policy (including fire, theft, casualty, general liability, workers compensation, business interruption, environmental, product liability and automobile insurance policies and bond and surety arrangements) to which the Parent or any of its Subsidiaries is a party. Such insurance policies are of the type and in amounts customarily carried by organizations conducting businesses or owning assets similar to those of the Parent and its Subsidiaries. There is no material claim pending under any such policy as to which coverage has been questioned, denied or disputed by the underwriter of such policy. All premiums due and payable under all such policies have been paid, neither the Parent nor any of its Subsidiaries may be liable for retroactive premiums or similar payments, and the Parent and its Subsidiaries are otherwise in compliance in all material respects with the terms of such policies. The Parent has no knowledge of any threatened termination of, or material premium increase with respect to, any such policy. Each such policy will continue to be enforceable and in full force and effect immediately following the Closing in accordance with the terms thereof as in effect immediately prior to the Closing.

3.21 Warranties. No product or service sold or delivered by the Parent or any of its Subsidiaries is subject to any guaranty, warranty, right of credit or other indemnity other than the applicable standard terms and conditions of sale of the Parent or the appropriate Subsidiary, which are set forth in Section 3.21 of the Parent Disclosure Schedule.

3.22 Employees.

(a) The Parent and Parent Subsidiaries have no employees.

(b) Neither the Parent nor any of its Subsidiaries is a party to or bound by any collective bargaining agreement, nor have any of them experienced any strikes, grievances, claims of unfair labor practices or other collective bargaining disputes. The Parent has no knowledge of any organizational effort made or threatened, either currently or since the date of organization of the Parent, by or on behalf of any labor union with respect to employees of the Parent or any of its Subsidiaries.

3.23 Employee Benefits.

(a) Section 3.23(a) of the Parent Disclosure Schedule contains a complete and accurate list of all Employee Benefit Plans maintained, or contributed to, by the Parent, any of its Subsidiaries or any ERISA Affiliate other than plans maintained solely to comply with the laws of a jurisdiction other than the United States of America or political subdivisions thereof (collectively, the "Parent Benefit Plans"). Complete and accurate copies of (i) all Parent Benefit Plans which have been reduced to writing, (ii) written summaries of all unwritten Parent Benefit Plans, (iii) all related trust agreements, insurance contracts and summary plan descriptions, and (iv) all annual reports filed on IRS Form 5500, 5500C or 5500R and (for all funded plans) all plan financial statements for the last five plan years for each Parent Benefit Plan, have been delivered or made available to the Parent. Each Parent Benefit Plan has been administered in all material respects in accordance with its terms and each of the Parent, its Subsidiaries and the ERISA Affiliates has in all material respects met its obligations with respect to such Parent Benefit Plan and has made all required contributions thereto not later than the due date therefor (including extensions). The Parent, each of its Subsidiaries, each ERISA Affiliate and each Parent Benefit Plan are in compliance in all material respects with the currently applicable provisions of ERISA and the Code and the regulations thereunder (including without limitation Section 4980B of the Code, Subtitle K, Chapter 100 of the Code and Sections 601 through 608 and Section 701 et seq. of ERISA). All filings and reports as to each Parent Benefit Plan required to have been submitted to the Internal Revenue Service or to the United States Department of Labor have been duly submitted.

(b) To the knowledge of the Parent, there are no Legal Proceedings (except claims for benefits payable in the normal operation of the Parent Benefit Plans and proceedings with respect to qualified domestic relations orders, qualified medical support orders or similar benefit directives) against or involving any Parent Benefit Plan or asserting any rights or claims to benefits under any Parent Benefit Plan that could give rise to any material liability.

(c) All the Parent Benefit Plans that are intended to be qualified under Section 401(a) of the Code have received a determination, advisory or opinion letter from the Internal Revenue Service to the effect that such Parent Benefit Plans are qualified and the plans and the trusts related thereto are exempt from federal income taxes under Sections 401(a) and 501(a), respectively, of the Code, no such determination letter has been revoked and revocation has not been threatened, and no such Parent Benefit Plan has been amended since the date of its most recent determination letter or application therefor in any respect, and no act or omission has occurred, that would adversely affect its qualification.

(d) Neither the Parent, any of its Subsidiaries, nor any ERISA Affiliate has ever maintained an Employee Benefit Plan subject to Section 412 of the Code or Title IV of ERISA.

(e) At no time has the Parent, any of its Subsidiaries or any ERISA Affiliate been obligated to contribute to any "multiemployer plan" (as defined in Section 4001(a)(3) of ERISA).

(f) There are no unfunded obligations under any Parent Benefit Plan providing benefits after termination of employment to any employee of the Parent or any of its Subsidiaries (or to any beneficiary of any such employee), including but not limited to retiree health coverage and deferred compensation, but excluding continuation of health coverage required to be continued under Section 4980B of the Code or other applicable Law and insurance conversion privileges under state law. The assets of each Parent Benefit Plan which is funded are reported at their fair market value on the books and records of such Parent Benefit Plan.

(g) No act or omission has occurred and no condition exists with respect to any Parent Benefit Plan maintained by the Parent, any of its Subsidiaries or any ERISA Affiliate that would subject the Parent, any of its Subsidiaries or any ERISA Affiliate to (i) any material fine, penalty, tax or liability of any kind imposed under ERISA or the Code or (ii) any contractual indemnification or contribution obligation protecting any fiduciary, insurer or service provider with respect to any Parent Benefit Plan.

(h) No Parent Benefit Plan is funded by, associated with or related to a "voluntary employee's beneficiary association" within the meaning of Section 501(c)(9) of the Code.

(i) Each Parent Benefit Plan is amendable and terminable unilaterally by the Parent at any time without liability to the Parent as a result thereof and no Parent Benefit Plan, plan documentation or agreement, summary plan description or other written communication distributed generally to employees by its terms prohibits the Parent from amending or terminating any such Parent Benefit Plan.

(j) Section 3.23(j) of the Parent Disclosure Schedule discloses each: (i) agreement with any stockholder, director, executive officer or other employee of the Parent or any of its Subsidiaries (A) the benefits of which are contingent, or the terms of which are materially altered, upon the occurrence of a transaction involving the Parent or any of its Subsidiaries of the nature of any of the transactions contemplated by this Agreement, (B) providing any term of employment or compensation guarantee or (C) providing severance benefits or other benefits after the termination of employment of such director, executive officer or employee; (ii) agreement, plan or arrangement under which any person may receive payments from the Parent or any of its Subsidiaries that may be subject to the tax imposed by Section 4999 of the Code or included in the determination of such person's "parachute payment" under Section 280G of the Code; and (iii) agreement or plan binding the Parent or any of its Subsidiaries, including without limitation any stock option plan, stock appreciation right plan, restricted stock plan, stock purchase plan, severance benefit plan or Parent Benefit Plan, any of the benefits of which will be increased, or the vesting of the benefits of which will be accelerated, by the occurrence of any of the transactions contemplated by this Agreement or the value of any of the benefits of which will be calculated on the basis of any of the transactions contemplated by this Agreement. The accruals for vacation, sickness and disability expenses are accounted for on the balance sheet contained in the most recent Parent Report and are adequate and materially reflect the expenses associated therewith in accordance with GAAP.

3.24 Environmental Matters.

(a) Each of the Parent and its Subsidiaries has complied with all applicable Environmental Laws, except for violations of Environmental Laws that, individually or in the aggregate, have not had and would not reasonably be expected to have a Parent Material Adverse Effect. There is no pending or, to the knowledge of the Parent, threatened civil or criminal litigation, written notice of violation, formal administrative proceeding, or investigation, inquiry or information request by any Governmental Entity, relating to any Environmental Law involving the Parent or any of its Subsidiaries, except for litigation, notices of violations, formal administrative proceedings or investigations, inquiries or information requests that, individually or in the aggregate, have not had and would not reasonably be expected to have a Parent Material Adverse Effect.

(b) Set forth in Section 3.24(b) of the Parent Disclosure Schedule is a list of all documents (whether in hard copy or electronic form) that contain any environmental reports, investigations and audits relating to premises currently or previously owned or operated by the Parent or any of its Subsidiaries (whether conducted by or on behalf of the Parent or its Subsidiaries or a third party, and whether done at the initiative of the Parent or any of its Subsidiaries or directed by a Governmental Entity or other third party) which were issued or conducted during the past five years and which the Parent has possession of or access to. A complete and accurate copy of each such document has been provided to the Company.

(c) The Parent is not aware of any material environmental liability of any solid or hazardous waste transporter or treatment, storage or disposal facility that has been used by the Parent or any of its Subsidiaries.

3.25 Permits. Section 3.25 of the Parent Disclosure Schedule sets forth a list of all authorizations, approvals, clearances, permits, licenses, registrations, certificates, orders, approvals or exemptions from any Governmental Entity (including without limitation those issued or required under Environmental Laws and those relating to the occupancy or use of owned or leased real property) ("Parent Permits") issued to or held by the Parent or any of its Subsidiaries. Such listed permits are the only Parent Permits that are required for the Parent and any of its Subsidiaries to conduct their respective businesses as presently conducted except for those the absence of which, individually or in the aggregate, have not had and would not reasonably be expected to have a Parent Material Adverse Effect. Each such Parent Permit is in full force and effect and, to the knowledge of the Parent, no suspension or cancellation of such Parent Permit is threatened and there is no basis for believing that such Parent Permit will not be renewable upon expiration. Each such Parent Permit will continue in full force and effect immediately following the Closing.

3.26 Certain Business Relationships with Affiliates. No Affiliate of the Parent or of any of its Subsidiaries (a) owns any property or right, tangible or intangible, which is used in the business of the Parent or any of its Subsidiaries, (b) has any claim or cause of action against the Parent or any of its Subsidiaries, or (c) owes any money to, or is owed any money by, the Parent or any of its Subsidiaries. Section 3.26 of the Parent Disclosure Schedule describes any transactions involving the receipt or payment in excess of $1,000 in any fiscal year between the Parent or any of its Subsidiaries and any Affiliate thereof which have occurred or existed since the beginning of the time period covered by the Parent Financial Statements.

3.27 Tax-Free Reorganization.

(a) The Parent (i) is not an "investment company" as defined in Section 368(a)(2)(F)(iii) and (iv) of the Code; (ii) has no present plan or intention to liquidate the Surviving Corporation or to merge the Surviving Corporation with or into any other corporation or entity, or to sell or otherwise dispose of the stock of the Surviving Corporation which the Parent will acquire in the Merger, or to cause the Surviving Corporation to sell or otherwise dispose of its assets, all except in the ordinary course of business or if such liquidation, merger or disposition is described in Section 368(a)(2)(C) or Treasury Regulation Section 1.368-2(d)(4) or Section 1.368-2(k); and (iii) has no present plan or intention, following the Merger, to issue any additional shares of stock of the Surviving Corporation or to create any new class of stock of the Surviving Corporation.

(b) The Acquisition Subsidiary is a wholly-owned subsidiary of the Parent, formed solely for the purpose of engaging in the Merger, and will carry on no business prior to the Merger.

(c) Immediately prior to the Merger, the Parent will be in control of Acquisition Subsidiary within the meaning of Section 368(c) of the Code.

(d) Immediately following the Merger, the Surviving Corporation will hold at least 90% of the fair market value of the net assets and at least 70% of the fair market value of the gross assets held by the Company immediately prior to the Merger (for purposes of this representation, amounts used by the Company to pay reorganization expenses, if any, will be included as assets of the Company held immediately prior to the Merger).

(e) The Parent has no present plan or intention to reacquire any of the Merger Shares.

(f) The Acquisition Subsidiary will have no liabilities assumed by the Surviving Corporation and will not transfer to the Surviving Corporation any assets subject to liabilities in the Merger.

(g) Following the Merger, the Surviving Corporation will continue the Company's historic business or use a significant portion of the Company's historic business assets in a business as required by Section 368 of the Code and the Treasury Regulations promulgated thereunder.

(h) Each of the Split-Off Agreement and the General Release Agreement will constitute a legally binding obligation among the Parent, the Split-Off Subsidiary and the Split-Off Purchaser prior to the Effective Time; immediately following consummation of the Merger, the Parent will distribute the stock of the Split-Off Subsidiary to the Split-Off Purchaser in cancellation of the Purchase Price Securities (as such term is defined in the Split-Off Agreement); no property other than the capital stock of Split-Off Subsidiary will be distributed by the Parent to the Split-Off Purchaser in connection with or following the Merger; upon execution and delivery of the Split-Off Agreement and the General Release Agreement, the Split-Off Purchaser will have no right to sell or transfer the Purchase Price Securities to any person without the Parent's prior written consent, and the Parent will not consent (nor will it permit others to consent) to any such sale or transfer; upon execution of the Split-Off Agreement and the General Release Agreement, there will be no other plan, arrangement, agreement, contract, intention or understanding, whether written or verbal and whether or not enforceable in law or equity, that would permit the Split-Off Purchaser to vote the Purchase Price Securities or receive any property or other distributions from the Parent with respect to the Purchase Price Securities other than the capital stock of the Split-Off Subsidiary.

3.28 Split-Off. As of the Effective Time, the Parent will have discontinued all of its business operations which it conducted prior to the Effective Time by closing the transactions contemplated by the Split-Off Agreement and the General Release Agreement. Upon the closing of the transactions contemplated by the Split-Off Agreement and the General Release Agreement, the Parent will have no liabilities, contingent or otherwise, in any way related to its pre-Effective Time business operations or to the Split-Off Subsidiary.

3.29 Brokers' Fees. Except as set forth on Section 3.29 of the Parent Disclosure Schedule, neither the Parent nor any of its Subsidiaries has any liability or obligation to pay any fees or commissions to any broker, finder or agent with respect to the transactions contemplated by this Agreement.

3.30 Disclosure. No representation or warranty by the Parent or the Acquisition Subsidiary contained in this Agreement, and no statement contained in the any document, certificate or other instrument delivered or to be delivered by or on behalf of the Parent or the Acquisition Subsidiary pursuant to this Agreement, contains or will contain any untrue statement of a material fact or omits or will omit to state any material fact necessary, in light of the circumstances under which it was or will be made, in order to make the statements herein or therein not misleading. The Parent has disclosed to the Company all material information relating to the business of the Parent or any of its Subsidiaries or the transactions contemplated by this Agreement.

3.31 Interested Party Transactions. Except for the Split-Off Agreement and the General Release Agreement, to the knowledge of the Parent, no officer, director or stockholder of the Parent or any "affiliate" (as such term is defined in Rule 12b-2 under the Exchange Act) or "associate" (as such term is defined in Rule 405 under the Securities Act) of any such person currently has or has had, either directly or indirectly, (a) an interest in any person that (i) furnishes or sells services or products that are furnished or sold or are proposed to be furnished or sold by the Parent or any of its Subsidiaries or (ii) purchases from or sells or furnishes to the Parent or any of its Subsidiaries any goods or services, or (b) a beneficial interest in any contract or agreement to which the Parent or any of its Subsidiaries is a party or by which it may be bound or affected. Neither the Parent nor any of its Subsidiaries has extended or maintained credit, arranged for the extension of credit, or renewed an extension of credit, in the form of a personal loan to or for any director or executive officer (or equivalent thereof) of the Parent or any of its Subsidiaries.

3.32 Duty to Make Inquiry. To the extent that any of the representations or warranties in this Article III are qualified by "knowledge" or "belief," each of the Parent and the Acquisition Subsidiary represents and warrants that it has made due and reasonable inquiry and investigation concerning the matters to which such representations and warranties relate, including, but not limited to, diligent inquiry by its directors, officers and key personnel and the directors, officers and key personnel of any Subsidiary.

3.33 Accountants. Silberstein Ungar, PLLC (the "Parent Auditor") is and has been throughout the periods covered by the financial statements of the Parent for the most recently completed fiscal year and through the date hereof (a) a registered public accounting firm (as defined in Section 2(a)(12) of the Sarbanes-Oxley Act of 2002), (b) "independent" with respect to the Parent within the meaning of Regulation S-X and (c) in compliance with subsections (g) through (l) of Section 10A of the Exchange Act and the related rules of the SEC and the Public Company Accounting Oversight Board. Schedule 3.32 of the Parent Disclosure Schedule lists all non-audit services performed by Parent Auditor for the Parent and/or any of its Subsidiaries. Except as set forth on Section 3.33 of the Parent Disclosure Schedule, the report of the Parent Auditor on the financial statements of the Parent for the past fiscal year did not contain an adverse opinion or a disclaimer of opinion, or was qualified as to uncertainty, audit scope, or accounting principles, although it did express uncertainty as to the Parent's ability to continue as a going concern. During the Parent's most recent fiscal year and the subsequent interim periods, there were no disagreements with the Parent Auditor on any matter of accounting principles or practices, financial statement disclosure, or auditing scope or procedures. None of the reportable events listed in Item 304(a)(1)(iv) or (v) of Regulation S-K occurred with respect to the Parent Auditor.

3.34 Minute Books. The minute books and other similar records of the Parent and each of its Subsidiaries contain, in all material respects, complete and accurate records of all actions taken at any meetings of directors (or committees thereof) and stockholders or actions by written consent in lieu of the holding of any such meetings since the time of organization of each such corporation through the date of this Agreement. The Parent has provided true and complete copies of all such minute books and other similar records to the Company's representatives.

3.35 Board Action. The Parent's Board of Directors (a) has unanimously determined that the Merger is advisable and in the best interests of the Parent's stockholders and is on terms that are fair to such Parent stockholders and (b) has caused the Parent, in its capacity as the sole stockholder of the Acquisition Subsidiary, and the Board of Directors of the Acquisition Subsidiary, to approve the Merger and this Agreement by unanimous written consent.

ARTICLE IV
COVENANTS

4.1 Closing Efforts. Each of the Parties shall use its best efforts, to the extent commercially reasonable in light of the circumstances ("Reasonable Best Efforts"), to take all actions and to do all things necessary, proper or advisable to consummate the transactions contemplated by this Agreement, including without limitation using its Reasonable Best Efforts to ensure that (i) its representations and warranties remain true and correct in all material respects through the Closing Date and (ii) the conditions to the obligations of the other Parties to consummate the Merger are satisfied.

4.2 Governmental and Third-Party Notices and Consents.

(a) Each Party shall use its Reasonable Best Efforts to obtain, at its expense, all waivers, permits, consents, approvals or other authorizations from Governmental Entities, and to effect all registrations, filings and notices with or to Governmental Entities, as may be required for such Party to consummate the transactions contemplated by this Agreement and to otherwise comply with all applicable Laws in connection with the consummation of the transactions contemplated by this Agreement.

(b) The Company shall use its Reasonable Best Efforts to obtain, at its expense, all such waivers, consents or approvals from third parties, and to give all such notices to third parties, as are required to be listed in Section 2.4 of the Company Disclosure Schedule.

4.3 Super 8-K. Promptly after the execution of this Agreement, the Parties shall prepare a Current Report on Form 8-K relating to this Agreement and the transactions contemplated hereby (including the "Form 10 information" required by Items 2.01(f) and 5.01(a)(8) of Form 8-K and the financial statements required thereby) (the "Super 8-K"). Each of the Company and the Parent shall use its Reasonable Best Efforts to cause the Super 8-K to be filed with the SEC within four Business Days of the execution of this Agreement and to otherwise comply with all requirements of applicable federal and state securities laws. Further, the Parent shall prepare and file with the SEC an amendment to the Super 8-K within four Business Days after the Closing Date, if such Super 8-K was filed before the Closing Date.

4.4 Operation of Company Business. Except as contemplated by this Agreement or as set forth in Section 4.4 of the Company Disclosure Schedule, during the period from the date of this Agreement to the Effective Time, the Company shall (and shall cause each Company Subsidiary to) conduct its operations in the Ordinary Course of Business and in material compliance with all Laws applicable to the Company, any Company Subsidiary or any of their properties or assets and, to the extent consistent therewith, use its Reasonable Best Efforts to preserve intact its current business organization, keep its physical assets in good working condition, keep available the services of its current officers and employees and preserve its relationships with customers, suppliers and others having business dealings with it to the end that its goodwill and ongoing business shall not be impaired in any material respect. Without limiting the generality of the foregoing, prior to the Effective Time, the Company shall not (and shall cause each Company Subsidiary not to), without the written consent of the Parent (which shall not be unreasonably withheld or delayed) and except as contemplated by this Agreement or as set forth in Section 4.4 of the Company Disclosure Schedule:

(a) except as contemplated by the Private Placement Offering, issue or sell, or redeem or repurchase, any stock or other securities of the Company or any warrants, options or other rights to acquire any such stock or other securities (except pursuant to the conversion or exercise of outstanding convertible securities or Company Options or Company Warrants outstanding on the date hereof), or amend any of the terms of (including without limitation the vesting of) any such convertible securities or options or warrants;

(b) split, combine or reclassify any shares of its capital stock; declare, set aside or pay any dividend or other distribution (whether in cash, stock or property or any combination thereof) in respect of its capital stock;

(c) create, incur or assume any indebtedness for borrowed money (including obligations in respect of capital leases) except in the Ordinary Course of Business or in connection with the transactions contemplated by this Agreement; assume, guarantee, endorse or otherwise become liable or responsible (whether directly, contingently or otherwise) for the obligations of any other person or entity; or make any loans, advances or capital contributions to, or investments in, any other person or entity;

(d) enter into, adopt or amend any Employee Benefit Plan or any employment or severance agreement or arrangement or (except for normal increases in the Ordinary Course of Business for employees who are not Affiliates) increase in any manner the compensation or fringe benefits of, or materially modify the employment terms of, its directors, officers or employees, generally or individually, or pay any bonus or other benefit to its directors, officers or employees;

(e) acquire, sell, lease, license or dispose of any assets or property (including without limitation any shares or other equity interests in or securities of any Company Subsidiary or any corporation, partnership, association or other business organization or division thereof), other than purchases and sales of assets in the Ordinary Course of Business;

(f) mortgage or pledge any of its property or assets (including without limitation any shares or other equity interests in or securities of any Company Subsidiary or any corporation, partnership, association or other business organization or division thereof), or subject any such property or assets to any Security Interest;

(g) discharge or satisfy any Security Interest or pay any obligation or liability other than in the Ordinary Course of Business;

(h) amend its charter, by-laws or other organizational documents;

(i) change in any material respect its accounting methods, principles or practices, except insofar as may be required by a generally applicable change in GAAP;

(j) enter into, amend, terminate, take or omit to take any action that would constitute a violation of or default under, or waive any rights under, any material contract or agreement;

(k) institute or settle any Legal Proceeding;

(l) take any action or fail to take any action permitted by this Agreement with the knowledge that such action or failure to take action would result in (i) any of the representations and warranties of the Company set forth in this Agreement becoming untrue in any material respect or (ii) any of the conditions to the Merger set forth in Article V not being satisfied; or

(m) agree in writing or otherwise to take any of the foregoing actions.

4.5 Access to Company Information.

(a) The Company shall (and shall cause each Company Subsidiary to) permit representatives of the Parent to have full access (at all reasonable times, and in a manner so as not to interfere with the normal business operations of the Company and the Company Subsidiaries) to all premises, properties, financial and accounting records, contracts, other records and documents, and personnel, of or pertaining to the Company and each Company Subsidiary.

(b) The Parent and each of its Subsidiaries (i) shall treat and hold as confidential any Company Confidential Information (as defined below), (ii) shall not use any of the Company Confidential Information except in connection with this Agreement, and (iii) if this Agreement is terminated for any reason whatsoever, shall return to the Company all tangible embodiments (and all copies) thereof which are in its possession. For purposes of this Agreement, "Company Confidential Information" means any information of the Company or any Company Subsidiary that is furnished to the Parent or any of its Subsidiaries by the Company or any Company Subsidiary in connection with this Agreement; provided, however, that it shall not include any information (A) which, at the time of disclosure, is available publicly other than as a result of non-permitted disclosure by the Parent, any of its Subsidiaries or their respective directors, officers, or employees, (B) which, after disclosure, becomes available publicly through no fault of the Parent, any of its Subsidiaries or their respective directors, officers, or employees, (C) which the Parent or any of its Subsidiaries knew or to which the Parent or any of its Subsidiaries had access prior to disclosure, provided that the source of such information is not known by the Parent or any of its Subsidiaries to be bound by a confidentiality obligation to the Company or any Company Subsidiary, or (D) which the Parent or any of its Subsidiaries rightfully obtains from a source other than the Company or a Company Subsidiary, provided that the source of such information is not known by the Parent or any of its Subsidiaries to be bound by a confidentiality obligation to the Company or any Company Subsidiary.

4.6 Operation of Parent Business. Except as contemplated by this Agreement, during the period from the date of this Agreement to the Effective Time, the Parent shall (and shall cause each of its Subsidiaries to) conduct its operations in the Ordinary Course of Business and in material compliance with all Laws applicable to the Parent, any Parent Subsidiary or any of their properties or assets and, to the extent consistent therewith, use its Reasonable Best Efforts to preserve intact its current business organization, keep its physical assets in good working condition, keep available the services of its current officers and employees and preserve its relationships with customers, suppliers and others having business dealings with it to the end that its goodwill and ongoing business shall not be impaired in any material respect. Without limiting the generality of the foregoing, prior to the Effective Time, the Parent shall not (and shall cause each of its Subsidiaries not to), without the written consent of the Company:

(a) issue or sell, or redeem or repurchase, any stock or other securities of the Parent or any rights, warrants or options to acquire any such stock or other securities, except as contemplated by, and in connection with, the Merger, the Split-Off and the Private Placement Offering;

(b) split, combine or reclassify any shares of its capital stock; declare, set aside or pay any dividend or other distribution (whether in cash, stock or property or any combination thereof) in respect of its capital stock;

(c) create, incur or assume any indebtedness (including obligations in respect of capital leases); assume, guarantee, endorse or otherwise become liable or responsible (whether directly, contingently or otherwise) for the obligations of any other person or entity; or make any loans, advances or capital contributions to, or investments in, any other person or entity;

(d) enter into, adopt or amend any Parent Benefit Plan or any employment or severance agreement or arrangement or increase in any manner the compensation or fringe benefits of, or materially modify the employment terms of, its directors, officers or employees, generally or individually, or pay any bonus or other benefit to its directors, officers or employees, except the adoption of the Parent Equity Plan (as defined below);

(e) acquire, sell, lease, license or dispose of any assets or property (including without limitation any shares or other equity interests in or securities of any Subsidiary of the Parent or any corporation, partnership, association or other business organization or division thereof), except as contemplated by, and in connection with, the Split-Off;

(f) mortgage or pledge any of its property or assets or subject any such property or assets to any Security Interest;

(g) discharge or satisfy any Security Interest or pay any obligation or liability other than in the Ordinary Course of Business;

(h) amend its charter, by-laws or other organizational documents;

(i) change in any material respect its accounting methods, principles or practices, except insofar as may be required by a generally applicable change in GAAP;

(j) enter into, amend, terminate, take or omit to take any action that would constitute a violation of or default under, or waive any rights under, any contract or agreement;

(k) institute or settle any Legal Proceeding;

(l) take any action or fail to take any action permitted by this Agreement with the knowledge that such action or failure to take action would result in (i) any of the representations and warranties of the Parent and/or the Acquisition Subsidiary set forth in this Agreement becoming untrue in any material respect or (ii) any of the conditions to the Merger set forth in Article V not being satisfied; or

(m) agree in writing or otherwise to take any of the foregoing actions.

4.7 Access to Parent Information.

(a) The Parent shall (and shall cause the Acquisition Subsidiary to) permit representatives of the Company to have full access (at all reasonable times, and in a manner so as not to interfere with the normal business operations of the Parent and the Acquisition Subsidiary) to all premises, properties, financial and accounting records, contracts, other records and documents, and personnel of or pertaining to the Parent, the Acquisition Subsidiary and the Split-Off Subsidiary.

(b) Each of the Company and any Company Subsidiary (i) shall treat and hold as confidential any Parent Confidential Information (as defined below), (ii) shall not use any of the Parent Confidential Information except in connection with this Agreement, and (iii) if this Agreement is terminated for any reason whatsoever, shall return to the Parent all tangible embodiments (and all copies) thereof which are in its possession. For purposes of this Agreement, "Parent Confidential Information" means any information of the Parent or any Parent Subsidiary that is furnished to the Company or any Company Subsidiary by the Parent or its Subsidiaries in connection with this Agreement; provided, however, that it shall not include any information (A) which, at the time of disclosure, is available publicly other than as a result of non-permitted disclosure by the Company, any Company Subsidiary or their respective directors, officers, or employees, (B) which, after disclosure, becomes available publicly through no fault of the Company or any Company Subsidiary or their respective directors, officers, or employees, (C) which the Company or any Company Subsidiary knew or to which the Company or Company Subsidiary had access prior to disclosure, provided that the source of such information is not known by the Company or any Company Subsidiary to be bound by a confidentiality obligation to the Parent or any Subsidiary of the Parent or (D) which the Company or any Company Subsidiary rightfully obtains from a source other than the Parent or a Subsidiary of the Parent, provided that the source of such information is not known by the Company or any Company Subsidiary to be bound by a confidentiality obligation to the Parent or any Subsidiary of the Parent.

4.8 Expenses. The costs and expenses of the Parent and the Company (including legal fees and expenses of the Parent and the Company) incurred in connection with this Agreement and the transactions contemplated hereby shall be payable at Closing from the proceeds of the Private Placement Offering.

4.9 Indemnification.

(a) The Parent shall not, after the Effective Time, take any action to alter or impair any exculpatory or indemnification provisions now existing in the certificate of incorporation or bylaws of the Company for the benefit of any individual who served as a director or officer of the Company at any time prior to the Effective Time, except for any changes which may be required to conform with changes in applicable Law and any changes which do not affect the application of such provisions to acts or omissions of such individuals prior to the Effective Time.

(b) From and after the Effective Time, the Parent agrees that it will, and will cause the Surviving Corporation to, indemnify and hold harmless each present and former director and officer of the Company (the "Indemnified Executives") against any costs or expenses (including reasonable attorneys' fees), judgments, fines, losses, claims, damages, liabilities or amounts paid in settlement incurred in connection with any claim, action, suit, proceeding or investigation, whether civil, criminal, administrative or investigative, arising out of or pertaining to matters existing or occurring at or prior to the Effective Time, whether asserted or claimed prior to, at or after the Effective Time, to the fullest extent permitted under Delaware law (and the Parent and the Surviving Corporation shall also advance expenses as incurred to the fullest extent permitted under Delaware law, provided the Indemnified Executive to whom expenses are advanced provides an undertaking to repay such advances if it is ultimately determined that such Indemnified Executive is not entitled to indemnification).

(c) The Surviving Corporation shall, and Parent shall cause the Surviving Corporation to, obtain as of the Effective Time a "tail" insurance policy with a claims period of six (6) years from the Effective Time with at least the same coverage and amounts and containing terms and conditions that are not less advantageous to the directors and officers of the Company and its Subsidiary, in each case with respect to claims arising out of or relating to events which occurred before or at the Effective Time (including in connection with the transactions contemplated by this Agreement); provided, however, that in no event will the Surviving Corporation be required to expend an annual premium for such coverage in excess of two-hundred percent (200%) of the last annual premium paid by the Company for such insurance prior to the date of this Agreement (the "Maximum Premium"). If such insurance coverage cannot be obtained at an annual premium equal to or less than the Maximum Premium, the Surviving Corporation will obtain, and Parent will cause the Surviving Corporation to obtain, that amount of "tail" coverage obtainable for an annual premium equal to the Maximum Premium.

4.10 Quotation of Merger Shares. The Parent shall take whatever steps are necessary to cause the Merger Shares, and any shares of Parent Common Stock that may be issued pursuant to Section 1.8 or 1.9, to be eligible for quotation on the OTCBB.

4.11 Name and Fiscal Year Change. The Parent shall take all necessary steps to enable it to change its corporate name to such name as is agreeable to the Company as of the Effective Time, if the Parent has not already done so prior to the Effective Time. The Parent shall change its fiscal year end to December 31 on or promptly after the Effective Date, if the Parent's fiscal year end is not December 31 prior to the Effective Time.

4.12 Split-Off. The Parent shall take, and shall cause the Acquisition Subsidiary to take, whatever steps are necessary to enable it to effect the Split-Off pursuant to the terms of the Split-Off Agreement prior to or as of the Effective Time.

4.13 Parent Board; Amendment of Charter Documents. The Parent shall take such actions as are necessary (a) to authorize the Parent's Board of Directors to consist of five (5) members and (b) to amend its articles of incorporation and bylaws in a manner satisfactory to the Company.

4.14 Parent Equity Plan. Prior to or as of the Effective Time, the Board of Directors and shareholders of Parent shall adopt the equity incentive plan attached hereto as Exhibit D (the "Parent Equity Plan") reserving for issuance 14,410,000 shares of Parent Common Stock for equity awards to be made thereunder.

4.15 Information Provided to Stockholders. The Company shall prepare, with the cooperation of the Parent, information to be sent to the holders of shares of Company Common Stock and Company Preferred Stock in connection with receiving their approval of the Merger, this Agreement and related transactions, and the Parent shall prepare, with the cooperation of the Company, information to be sent to the holders of shares of Parent Common Stock in connection with receiving their approval of the Merger, this Agreement and related transactions. The Parent and the Company shall each use Reasonable Best Efforts to cause information provided to such party's stockholders to comply with applicable federal and state securities laws requirements. Each of the Parent and the Company agrees to provide promptly to the other such information concerning its business and financial statements and affairs as, in the reasonable judgment of the providing party or its counsel, may be required or appropriate for inclusion in the information sent, or in any amendments or supplements thereto, and to cause its counsel and auditors to cooperate with the other's counsel and auditors in the preparation of the information to be sent to the stockholders of each party. The Company will promptly advise the Parent, and the Parent will promptly advise the Company, in writing if at any time prior to the Effective Time either the Company or the Parent shall obtain knowledge of any facts that might make it necessary or appropriate to amend or supplement the information sent in order to make the statements contained or incorporated by reference therein not misleading or to comply with applicable Law. The information sent by the Company shall contain the recommendation of the Board of Directors of the Company that the holders of shares of Company Common Stock approve the Merger and this Agreement and the conclusion of the Board of Directors of the Company that the terms and conditions of the Merger are advisable and fair and in the best interests of the Company and such holders. The information sent by the Parent shall contain the recommendation of the Board of Directors of the Parent that the holders of shares of Parent Common Stock approve the Merger and this Agreement and the conclusion of the Board of Directors of the Parent that the terms and conditions of the Merger are advisable and fair and in the best interests of the Parent and such holders. Anything to the contrary contained herein notwithstanding, neither the Company nor the Parent shall include in the information sent to its stockholders any information with respect to the other party or its affiliates or associates, the form and content of which information shall not have been approved by such party in its reasonable discretion prior to such inclusion.

4.16 No Registration. For a period of 24 months following the Effective Time, the Parent shall not register, nor shall it take any action to facilitate registration of, under the Securities Act, the Merger Shares issued to the individuals set forth on Exhibit E or any shares of Parent Common Stock issuable to the individuals set forth on Exhibit E upon exercise of Parent Options and Parent Warrants or that may be issued pursuant to Section 1.9, except (i) to the extent provided in the Registration Rights Agreement entered into in connection with the Private Placement Offering, (ii) to the extent provided in the Lock-Up and No-Shorting Agreements (as defined below), or (iii) with the written approval of the lead underwriter of any underwritten public offering of Parent's equity or convertible securities for gross proceeds of at least $25 million. In addition, the Company shall use its Reasonable Best Efforts to cancel any agreements, understandings or undertakings (other than the Registration Rights Agreement and the undertakings therein and the undertakings set forth in the Lock-Up and No-Shorting Agreements) to register Company securities under the federal securities laws, which agreements, understandings or undertakings might otherwise survive the Closing.

ARTICLE V
CONDITIONS TO CONSUMMATION OF MERGER

5.1 Conditions to Each Party's Obligations. The respective obligations of each Party to consummate the Merger are subject to the satisfaction of the following conditions:

(a) the Company shall have obtained (and shall have provided copies thereof to the Parent) the written consents of (i) all of the members of its Board of Directors, and (ii) Company Stockholders holding shares of Company Stock representing at least 70% of the votes represented by the outstanding shares of Company Stock entitled to vote on this Agreement and the Merger, voting together as a single class, to approve the execution, delivery and performance by the Company of this Agreement and the other Transaction Documentation to which it is a party, in form and substance satisfactory to the Parent;

(b) the Parent, the Indemnification Representative and the Indemnification Escrow Agent, shall have executed and delivered the Indemnification Shares Escrow Agreement;

(c) the Parent, Split-Off Subsidiary and the Split-Off Purchaser shall have executed and delivered the Split-Off Agreement and a General Release Agreement, and all other documents anticipated by such agreements, and the Split-Off shall be effective simultaneous with the Effective Time;

(d) the Split-Off Purchaser shall have surrendered to the Parent the certificates for Parent Common Stock representing the Share Contribution, duly endorsed to the Parent or in blank, with signatures guaranteed by a member of one of the "Medallion" guarantee programs (Securities Transfer Agents Medallion Program (STAMP), Stock Exchanges Medallion Program (SEMP), or New York Stock Exchange Medallion Signature Program (MSP));

(e) the Parent shall have delivered to the Split-Off Purchaser certificates representing the Shares (as defined in the Split-Off Agreement) of stock of Split-Off Subsidiary deliverable to the Split-Off Purchaser under the Split-Off Agreement, duly registered in the name of the Split-Off Purchaser or as directed by the Split-Off Purchaser;

(f) the Parent and the Company shall have completed all necessary legal due diligence satisfactorily to each of them in their sole discretion;

(g) each of Nathan Harding, as Chief Executive Officer, Max Scheder-Bieschin, as Chief Financial Officer, and such other employees as are designated by the Company shall have entered into employment agreements with the Parent mutually satisfactory to the Company, the Parent and to the respective employees; and

(h) the closing of at least the Minimum Amount of the Private Placement Offering shall have occurred, or shall occur simultaneously with the Closing.

5.2 Conditions to Obligations of the Parent and the Acquisition Subsidiary. The obligation of each of the Parent and the Acquisition Subsidiary to consummate the Merger is subject to the satisfaction (or waiver by the Parent) of the following additional conditions:

(a) the number of Dissenting Shares shall not exceed 10% of the number of outstanding shares of Company Stock as of the Effective Time;

(b) the Company and the Company Subsidiaries shall have obtained (and shall have provided copies thereof to the Parent) all other waivers, permits, consents, approvals or other authorizations, and effected all of the registrations, filings and notices, referred to in Section 4.2 which are required on the part of the Company or any Company Subsidiary, except such waivers, permits, consents, approvals or other authorizations the failure of which to obtain or effect does not, individually or in the aggregate, have a Company Material Adverse Effect or a material adverse effect on the ability of the Parties to consummate the transactions contemplated by this Agreement;

(c) the representations and warranties of the Company set forth in this Agreement (when read without regard to any qualification as to materiality or Company Material Adverse Effect contained therein) shall be true and correct as of the date of this Agreement and shall be true and correct as of the Effective Time as though made as of the Effective Time (provided, however, that to the extent such representation and warranty expressly relates to an earlier date, such representation and warranty shall be true and correct as of such earlier date), except for any untrue or incorrect representations and warranties that, individually or in the aggregate, do not have a Company Material Adverse Effect or a material adverse effect on the ability of the Parties to consummate the transactions contemplated by this Agreement;

(d) the Company shall have performed or complied with its agreements and covenants required to be performed or complied with under this Agreement as of or prior to the Effective Time, except for such non-performance or non-compliance as does not have a Company Material Adverse Effect or a material adverse effect on the ability of the Parties to consummate the transactions contemplated by this Agreement;

(e) no Legal Proceeding shall be pending wherein an unfavorable judgment, order, decree, stipulation or injunction would (i) prevent consummation of any of the transactions contemplated by this Agreement or (ii) cause any of the transactions contemplated by this Agreement to be rescinded following consummation, and no such judgment, order, decree, stipulation or injunction shall be in effect;

(f) the Company shall have delivered to the Parent and the Acquisition Subsidiary a copy of each written consent received from a Company Stockholder consenting to the Merger together with a certification from each such Company Stockholder that such person is either an "accredited investor" or not a "U.S. Person" as such terms are defined in Regulation D and Regulation S, respectively, under the Securities Act;

(g) the Company shall have delivered to the Parent and the Acquisition Subsidiary a certificate (the "Company Certificate") to the effect that each of the conditions specified in clauses (a) and (f) (with respect to the Company's due diligence of the Parent) of Section 5.1 and clauses (a) through (e) (insofar as clause (e) relates to Legal Proceedings involving the Company or a Company Subsidiary) of this Section 5.2 is satisfied in all respects, and covering such other matters as the Parent shall reasonably request;

(h) each of the individuals set forth on Exhibit E to this Agreement shall have executed and delivered to the Parent an agreement substantially in the form of Exhibit F attached hereto (the "Lock-Up and No-Shorting Agreements");

(i) the Company shall have delivered to the Parent evidence that the one (1) independent member of the Parent's Board of Directors designated by the Placement Agent is acceptable to the Company-appointed directors;

(j) the Company shall have delivered to the Parent audited and interim unaudited financial statements of the Company pro forma the Merger, compliant as to form with applicable SEC regulations for inclusion under Item 2.01 (f) and/or 5.01(a)(8) of Form 8-K;

(k) the Parent shall have received from Nutter McClennen & Fish LLP, counsel to the Company, an opinion on the matters set forth in Exhibit G attached hereto, addressed to the Parent and dated as of the Closing Date; and

(l) the Parent and CNI Commercial, LLC shall have executed and delivered to the Company the Director Nomination Agreement in substantially the form of Exhibit I attached hereto.

5.3 Conditions to Obligations of the Company. The obligation of the Company to consummate the Merger is subject to the satisfaction of the following additional conditions:

(a) the Parent shall have obtained (and shall have provided copies thereof to the Company) the written consents of (i) all of the members of its Board of Directors, (ii) all of the members of the Board of Directors of Acquisition Subsidiary, (iii) the sole stockholder of Acquisition Subsidiary, (iv) all of the members of the Board of Directors of Split-Off Subsidiary, (v) the sole stockholder of Split-Off Subsidiary, and (vi) holders of more than 50% of the Parent Common Stock outstanding immediately prior to the Effective Time, in each case to the execution, delivery and performance by the each such entity of this Agreement and/or the other Transaction Documentation to which each such entity a party, in form and substance satisfactory to the Parent;

(b) the Parent shall have obtained (and shall have provided copies thereof to the Company) all of the other waivers, permits, consents, approvals or other authorizations, and effected all of the registrations, filings and notices, referred to in Section 4.2 which are required on the part of the Parent or any of its Subsidiaries, except for waivers, permits, consents, approvals or other authorizations the failure of which to obtain or effect does not, individually or in the aggregate, have a Parent Material Adverse Effect or a material adverse effect on the ability of the Parties to consummate the transactions contemplated by this Agreement;

(c) the representations and warranties of the Parent set forth in this Agreement (when read without regard to any qualification as to materiality or Parent Material Adverse Effect contained therein) shall be true and correct as of the date of this Agreement and shall be true and correct as of the Effective Time as though made as of the Effective Time (provided, however, that to the extent such representation and warranty expressly relates to an earlier date, such representation and warranty shall be true and correct as of such earlier date), except for any untrue or incorrect representations and warranties that, individually or in the aggregate, do not have a Parent Material Adverse Effect or a material adverse effect on the ability of the Parties to consummate the transactions contemplated by this Agreement;

(d) each of the Parent and the Acquisition Subsidiary shall have performed or complied with its agreements and covenants required to be performed or complied with under this Agreement as of or prior to the Effective Time, except for such non-performance or non-compliance as does not have a Parent Material Adverse Effect or a material adverse effect on the ability of the Parties to consummate the transactions contemplated by this Agreement;

(e) no Legal Proceeding shall be pending wherein an unfavorable judgment, order, decree, stipulation or injunction would (i) prevent consummation of any of the transactions contemplated by this Agreement or (ii) cause any of the transactions contemplated by this Agreement to be rescinded following consummation, and no such judgment, order, decree, stipulation or injunction shall be in effect;

(f) the Board of Directors of the Parent shall have adopted, and the shareholders of the Parent shall have approved, the Parent Equity Plan;

(g) the Parent shall have delivered to the Company a certificate (the "Parent Certificate") to the effect that each of the conditions specified in clauses (a) and (f) (with respect to the Parent's due diligence of the Company) of Section 5.1 and clauses (a) through (f) (insofar as clause (e) relates to Legal Proceedings involving the Parent or the Acquisition Subsidiary) of this Section 5.3 is satisfied in all respects, and covering such other matters as the Company shall reasonably request;

(h) the Company shall have received a certificate of Parent's transfer agent and registrar certifying that as of the Closing Date there are 21,983,700 shares of Parent Common Stock issued and outstanding (without giving effect to the retirement of 17,483,100 shares of Parent Common Stock in connection with the Share Contribution);

(i) the Parent shall have delivered to the Company (i) evidence that the Parent's Board of Directors is authorized to consist of five (5) individuals, (ii) evidence of the resignations of all individuals who served as directors and/or officers of the Parent immediately prior to the Effective Time, which resignations shall be effective as of the Effective Time, (iii) evidence of the appointment of the following five (5) directors to serve immediately following the Effective Time: Steven Sherman, as Chairman, Nathan Harding, Daniel Boren, Marilyn Hamilton and Jack Peurach, and (iv) evidence of the appointment of such executive officers of the Parent to serve immediately following the Effective Time as shall have been designated by the Company, including Nathan Harding as Chief Executive Officer and Max Scheder-Bieschin as Chief Financial Officer; and

(j) the Company shall have received from Gottbetter & Partners, LLP, counsel to the Parent and the Acquisition Subsidiary, an opinion with respect to the matters set forth in Exhibit H attached hereto, addressed to the Company and dated as of the Closing Date.

ARTICLE VI
INDEMNIFICATION

6.1 Indemnification by the Company Stockholders. The Company Stockholders receiving Merger Shares pursuant to Section 1.5 (the "Indemnifying Stockholders") shall, for a period commencing from the Closing Date and ending on the first anniversary of the Closing Date, severally, not jointly, pro rata in such proportion as the number of Merger Shares received by each Indemnifying Stockholder pursuant to Section 1.5 bears to the total number of Merger Shares received by all Indemnifying Stockholders pursuant to Section 1.5, indemnify the Parent in respect of, and hold it harmless against, any and all debts, obligations losses, liabilities, deficiencies, damages, fines, fees, penalties, interest obligations, expenses or costs (whether absolute, accrued, contingent, fixed or otherwise, or whether known or unknown, or due or to become due or otherwise) (including without limitation amounts paid in settlement, interest, court costs, costs of investigators, fees and expenses of attorneys, accountants, financial advisors and other experts, and other expenses of litigation) (collectively, "Damages") incurred or suffered by the Surviving Corporation or the Parent or any Affiliate thereof resulting from:

(a) any misrepresentation or breach of warranty by, or failure to perform any covenant or agreement of, the Company contained in this Agreement or the Company Certificate;

(b) any claim by a stockholder or former stockholder of the Company, or any other person or entity, seeking to assert, or based upon: (i) ownership or rights to ownership of any shares of stock of the Company prior to the Effective Time; (ii) any rights of a stockholder prior to the Effective Time (in the case of both (i) and (ii), other than the right to receive the Merger Shares pursuant to this Agreement or appraisal rights under the applicable provisions of the Delaware Act), including any option, preemptive rights or rights to notice or to vote; (iii) any rights under the certificate of incorporation or bylaws of the Company prior to the Effective Time; or (iv) any claim that his, her or its shares were wrongfully repurchased by the Company prior to the Effective Time; and

(c) any claim for brokers' or finders' fees or agents' commissions arising from or through the Company, any of its pre-Merger Affiliates or any Company Stockholder in connection with the negotiation or consummation of the transactions contemplated by this Agreement, except for claims arising under the Placement Agency Agreement with the Placement Agent or the agreements listed in Section 2.25 of the Company Disclosure Schedule.

Notwithstanding the foregoing, except with respect to any fraud or willful misconduct by the Company in connection with this Agreement, the Parent's sole and exclusive right to collect any Damages with respect to claims resulting from or relating to any misrepresentation or breach of warranty of or failure to perform any covenant or agreement by the Company Stockholders contained in this Agreement shall be pursuant to a sale, in the manner set forth in the Indemnification Escrow Agreement, of Indemnification Escrow Shares issued to such Indemnifying Stockholder by the Parent pursuant to Section 1.5(b) above. Notwithstanding anything to the contrary contained herein, except with respect to any fraud or willful misconduct by an Indemnifying Stockholder in connection with this Agreement, the indemnification of Parent by the Indemnifying Stockholders shall be without personal liability of or personal recourse against any Indemnifying Stockholder and the sole recourse of Parent and the Surviving Company against any Company Stockholder shall be the Indemnification Escrow Shares pursuant to the Indemnification Escrow Agreement.

6.2 Indemnification by the Parent. Subject to the limitations provided herein, the Parent shall, for a period commencing from the Closing Date and ending on the first anniversary of the Closing Date, indemnify the Company Stockholders in respect of, and hold them harmless against, any and all Damages incurred or suffered by the Company Stockholders resulting from:

(a) any misrepresentation or breach of warranty by or failure to perform any covenant or agreement of the Parent or the Acquisition Subsidiary contained in this Agreement or the Parent Certificate;

(b) any claim by a stockholder or former stockholder of the Parent, or any other person or entity, seeking to assert, or based upon: (i) ownership or rights to ownership of any shares of stock of the Parent prior to the Effective Time; (ii) any rights of a stockholder prior to the Effective Time, including any option, preemptive rights or rights to notice or to vote; (iii) any rights under the certificate of incorporation or bylaws of the Parent prior to the Effective Time or (iv) any claim that his, her or its shares were wrongfully repurchased by the Company prior to the Effective Time; and

(c) any claim for brokers' or finders' fees or agents' commissions arising from or through the Parent or any of its pre-Merger Affiliates in connection with the negotiation or consummation of the transactions contemplated by this Agreement.

Notwithstanding the foregoing, except with respect to any fraud or willful misconduct by the Parent or any of its Affiliates in connection with this Agreement, the post-Closing adjustment mechanism set forth in Section 1.9 shall be the exclusive means for the Company Stockholders to collect any Damages for which they are entitled to indemnification under this Article VI.

6.3 Indemnification Claims.

(a) In the event the Parent or the Company Stockholders are entitled, or seek to assert rights, to indemnification under this Article VI, the Parent or the Company Stockholders (as the case may be) shall give written notification to the Company Stockholders or the Parent (as the case may be) of the commencement of any suit or proceeding relating to a third party claim for which indemnification pursuant to this Article VI may be sought. Such notification shall be given within 20 Business Days after receipt by the party seeking indemnification of notice of such suit or proceeding, and shall describe in reasonable detail (to the extent known by the party seeking indemnification) the facts constituting the basis for such suit or proceeding and the amount of the claimed damages; provided, however, that no delay on the part of the party seeking indemnification in notifying the indemnifying party shall relieve the indemnifying party of any liability or obligation hereunder except to the extent of any damage or liability caused by or arising out of such failure. Within 20 days after delivery of such notification, the indemnifying party may, upon written notice thereof to the party seeking indemnification, assume control of the defense of such suit or proceeding with counsel reasonably satisfactory to the party seeking indemnification; provided that the indemnifying party may not assume control of the defense of a suit or proceeding involving criminal liability or in which equitable relief is sought against the party seeking indemnification. If the indemnifying party does not so assume control of such defense, the party seeking indemnification shall control such defense. The party not controlling such defense (the "Non-Controlling Party") may participate therein at its own expense; provided that if the indemnifying party assumes control of such defense and the party seeking indemnification reasonably concludes that the indemnifying party and the party seeking indemnification have conflicting interests or different defenses available with respect to such suit or proceeding, the reasonable fees and expenses of counsel to the party seeking indemnification shall be considered "Damages" for purposes of this Agreement. The party controlling such defense (the "Controlling Party") shall keep the Non-Controlling Party advised of the status of such suit or proceeding and the defense thereof and shall consider in good faith recommendations made by the Non-Controlling Party with respect thereto. The Non-Controlling Party shall furnish the Controlling Party with such information as it may have with respect to such suit or proceeding (including copies of any summons, complaint or other pleading which may have been served on such party and any written claim, demand, invoice, billing or other document evidencing or asserting the same) and shall otherwise cooperate with and assist the Controlling Party in the defense of such suit or proceeding. The indemnifying party shall not agree to any settlement of, or the entry of any judgment arising from, any such suit or proceeding without the prior written consent of the party seeking indemnification, which shall not be unreasonably withheld or delayed; provided that the consent of the party seeking indemnification shall not be required if the indemnifying party agrees in writing to pay any amounts payable pursuant to such settlement or judgment and such settlement or judgment includes a complete release of the party seeking indemnification from further liability and has no other materially adverse effect on the party seeking indemnification. The party seeking indemnification shall not agree to any settlement of, or the entry of any judgment arising from, any such suit or proceeding without the prior written consent of the indemnifying party, which shall not be unreasonably withheld or delayed.

(b) In order to seek indemnification under this Article VI, the party seeking indemnification shall give written notification (a "Claim Notice") to the indemnifying party which contains (i) a description and the amount (the "Claimed Amount") of any Damages incurred or reasonably expected to be incurred by the party seeking indemnification, (ii) a statement that the party seeking indemnification is entitled to indemnification under this Article VI for such Damages and a reasonable explanation of the basis therefor, and (iii) a demand for payment (in the manner provided in paragraph (c) below) in the amount of the Claimed Amount.

(c) Within 20 days after delivery of a Claim Notice, the indemnifying party shall deliver to the party seeking indemnification a written response (the "Response") in which the indemnifying party shall: (i) agree that the party seeking indemnification is entitled to receive all of the Claimed Amount, (ii) agree that the party seeking indemnification is entitled to receive part, but not all, of the Claimed Amount (the "Agreed Amount") or (iii) dispute that the party seeking indemnification is entitled to receive any of the Claimed Amount. If the indemnifying party in the Response disputes its liability for all or part of the Claimed Amount, the indemnifying party and the party seeking indemnification shall follow the procedures set forth in Section 6.3(d) for the resolution of such dispute (a "Dispute").

(d) During the 60-day period following the delivery of a Response that reflects a Dispute, the indemnifying party and the party seeking indemnification shall use good faith efforts to resolve the Dispute. If the Dispute is not resolved within such 60-day period, the indemnifying party and the party seeking indemnification shall discuss in good faith the submission of the Dispute to a mutually acceptable alternative dispute resolution procedure (which may be non-binding or binding upon the parties, as they agree in advance) (the "ADR Procedure"). In the event the indemnifying party and the party seeking indemnification agree upon an ADR Procedure, such parties shall, in consultation with the chosen dispute resolution service (the "ADR Service"), promptly agree upon a format and timetable for the ADR Procedure, agree upon the rules applicable to the ADR Procedure, and promptly undertake the ADR Procedure. The provisions of this Section 6.3(d) shall not obligate the indemnifying party and the party seeking indemnification to pursue an ADR Procedure or prevent either such Party from pursuing the Dispute in a court of competent jurisdiction; provided that, if the indemnifying party and the party seeking indemnification agree to pursue an ADR Procedure, neither the indemnifying party nor the party seeking indemnification may commence litigation or seek other remedies with respect to the Dispute prior to the completion of such ADR Procedure. Any ADR Procedure undertaken by the indemnifying party and the party seeking indemnification shall be considered a compromise negotiation for purposes of federal and state rules of evidence, and all statements, offers, opinions and disclosures (whether written or oral) made in the course of the ADR Procedure by or on behalf of the indemnifying party, the party seeking indemnification or the ADR Service shall be treated as confidential and, where appropriate, as privileged work product. Such statements, offers, opinions and disclosures shall not be discoverable or admissible for any purposes in any litigation or other proceeding relating to the Dispute (provided that this sentence shall not be construed to exclude from discovery or admission any matter that is otherwise discoverable or admissible). The fees and expenses of any ADR Service used by the indemnifying party and the party seeking indemnification shall be considered to be Damages; provided, that if the indemnifying party are determined not to be liable for Damages in connection with such Dispute, the party seeking indemnification shall pay all such fees and expenses.

Notwithstanding the other provisions of this Section 6.3, if a third party asserts (other than by means of a lawsuit) that the Parent, the Surviving Corporation or any of their Subsidiaries is liable to such third party for a monetary or other obligation which may constitute or result in Damages for which the Parent may be entitled to indemnification pursuant to this Article VI, and the Parent reasonably determines that the Surviving Corporation or any of their Subsidiaries has a valid business reason to fulfill such obligation, then (i) the Parent shall be entitled to satisfy such obligation, with prior notice to but without prior consent from the Indemnifying Stockholders, (ii) the Parent may subsequently make a claim for indemnification in accordance with the provisions of this Article VI, and (iii) the Parent shall be reimbursed, in accordance with the provisions of this Article VI, for any such Damages for which it is entitled to indemnification pursuant to this Article VI (subject to the right of the Indemnifying Stockholders to dispute the Parent's entitlement to indemnification, or the amount for which it is entitled to indemnification, under the terms of this Article VI).

(e) For purposes of this Section 6.3 and the last two sentences of Section 6.4, any references to the Company Stockholders or the Indemnifying Stockholders (except provisions relating to an obligation to make, or a right to receive, any payments provided for in Section 6.3 or Section 6.4) shall be deemed to refer to the Indemnification Representative.

(f) The Indemnification Representative shall have full power and authority on behalf of each Company Stockholder or Indemnifying Stockholder to take any and all actions on behalf of, execute any and all instruments on behalf of, and execute or waive any and all rights of, the Company Stockholders or Indemnifying Stockholders under this Article VI. The Indemnification Representative shall have no liability to any Company Stockholder or Indemnifying Stockholder for any action taken or omitted on behalf of the Company Stockholders or Indemnifying Stockholders pursuant to this Article VI and shall not be responsible to any Company Stockholder or Indemnifying Stockholder for any losses or damages the Company Stockholders or Indemnifying Stockholders may suffer by the performance of his duties under this Agreement. The Parent and the Surviving Corporation shall fully indemnify and hold harmless the Indemnification Representative from and against any such losses or damages and any other losses or damages incurred by the Indemnification Representative related to or arising from the performance of his duties as Indemnification Representative, including any legal fees incurred in defense of actions or claims asserting such losses or damages, other than any such losses or damages arising from willful violation of the law or gross negligence in the performance of his duties as Indemnification Representative under this Agreement.

6.4 Survival of Representations and Warranties. All representations and warranties contained in this Agreement, the Company Certificate or the Parent Certificate shall (a) survive the Closing and any investigation at any time made by or on behalf of the Parent or the Company and (b) shall expire on the date that is one (1) year following the Closing Date. If a party entitled to indemnification delivers to a party from whom it may seek indemnification hereunder, before expiration of a representation or warranty, either a Claim Notice based upon a breach of such representation or warranty, or a notice that, as a result a legal proceeding instituted by or written claim made by a third party, the party entitled to indemnification reasonably expects to incur Damages as a result of a breach of such representation or warranty (an "Expected Claim Notice"), then such representation or warranty shall survive until, but only for purposes of, the resolution of the matter covered by such Expected Claim Notice.

6.5 Limitations on Claims for Indemnification.

(a) (i) Notwithstanding anything to the contrary herein, the Parent shall not be entitled to recover, or be indemnified for, Damages under this Article VI unless and until the aggregate of all such Damages paid or payable by the Indemnifying Stockholders collectively exceeds $50,000 (the "Damages Threshold") and then, if such aggregate Damages Threshold is reached, the Parent shall only be entitled to recover for Damages in excess of such Damages Threshold.

(ii) Except with respect to claims based on fraud or willful misconduct, after the Closing, the rights of the Parent under this Article VI shall be the exclusive remedy of the Parent with respect to claims resulting from or relating to any misrepresentation or breach of warranty of or failure to perform any covenant or agreement by the Company Stockholders contained in this Agreement.

(iii) The Parent shall only have the right to recover any Damages to which it is entitled from any Indemnifying Stockholder under this Article VI, in whole or in part, pursuant to a sale, in the manner set forth in the Indemnification Escrow Agreement, of Indemnification Escrow Shares issued to such Indemnifying Stockholder by the Parent pursuant to Section 1.5 above.

(b) (i) Notwithstanding anything to the contrary herein, the Company Stockholders shall not be entitled to recover, or be indemnified for, Damages under this Article VI unless and until the aggregate of all such Damages paid or payable by the Parent collectively exceeds the Damages Threshold and then, if such aggregate Damages Threshold is reached, the Company Stockholders shall only be entitled to recover for Damages in excess of such Damages Threshold.

(ii) Except with respect to claims based on fraud or willful misconduct, after the Closing, the rights of the Company Stockholders under this Article VI shall be the exclusive remedy of the Company Stockholders with respect to claims resulting from or relating to any misrepresentation or breach of warranty of or failure to perform any covenant or agreement by the Parent contained in this Agreement.

(iii) Notwithstanding anything in this Agreement to the contrary, except with respect to any fraud or willful misconduct by the Parent or its Affiliates in connection with this Agreement, the delivery to a Company Stockholder entitled to indemnification by the Parent under this Article VI of shares of Parent Common Stock pursuant to Section 1.9 shall be the exclusive means for the Company Stockholders to collect any Damages for which they are entitled to indemnification under this Article VI.

(c) No Indemnifying Stockholder shall have any right of contribution against the Surviving Corporation with respect to any breach by the Company of any of its representations, warranties, covenants or agreements. The amount of Damages recoverable by the Parent under this Article VI with respect to an indemnity claim shall be reduced by (i) any proceeds received by the Parent with respect to the Damages to which such indemnity claim relates, from an insurance carrier and (ii) the amount of any tax savings actually realized by the Parent, for the tax year in which such Damages are incurred, which are clearly attributable to the Damages to which such indemnity claim relates (net of any increased tax liability which may result from the receipt of the indemnity payment or any insurance proceeds relating to such Damages).

ARTICLE VII
DEFINITIONS

For purposes of this Agreement, each of the following defined terms is defined in the Section of this Agreement indicated below.

Defined Term	Section
Abandonment and Reclamation Obligations	6.1(d)
Acquisition Subsidiary	Introduction
ADR Procedure	6.3(d)
ADR Service	6.3(d)
Affiliate	2.12(a)(vii)
Agreed Amount	6.3(c)
Agreement	Introduction
Applicable Conversion Ratio	1.5(a)
Business Day	1.2
CERCLA	2.20
Certificate of Merger	1.1
Claim Notice	6.3(b)
Claimed Amount	6.3(b)
Closing	1.2
Closing Date	1.2
Code	Introduction
Company	Introduction
Company Auditor	2.30
Company Balance Sheet	2.6
Company Balance Sheet Date	2.6
Company Benefit Plans	2.19(b)
Company Certificate	5.2(e)
Company Common Stock	1.5(a)
Company Confidential Information	4.5(b)
Company Consents	2.3

Defined Term	Section
Company Disclosure Schedule	Article II
Company Equity Plan	2.2
Company Financial Statements	2.6
Company Interim Balance Sheet	2.6
Company Interim Balance Sheet Date	2.6
Company Interim Financial Statements	2.6
Company Material Adverse Effect	2.1
Company Options	2.2
Company Preferred Stock	1.5(a)
Company Stock	1.5(a)
Company Stockholders	1.5(a)
Company Stock Certificate	1.5(c)
Company Subsidiary	2.5(a)
Company Warrants	2.2
Company Year-End Financial Statements	2.6
Contemplated Transactions	8.3
Controlling Party	6.3(a)
Damages	6.1
Damages Threshold	6.5(a)
Defaulting Party	8.6
Delaware Act	1.1
Dispute	6.3(c)
Dissenting Shares	1.6(a)
Effective Time	1.1
Employee Benefit Plan	2.19(a)(i)
Environmental Law	2.20(a)
ERISA	2.19(a)(ii)
ERISA Affiliate	2.19(a)(iii)
Exchange Act	2.6
Expected Claim Notice	6.4
FDA	2.31
FDCA	2.31
GAAP	2.6
Governmental Entity	2.4
Indemnification Escrow Agreement	1.3(e)
Indemnification Escrow Agent	1.3(e)
Indemnification Escrow Shares	1.3(e)
Indemnification Representative	6.3(f)
Indemnified Executives	4.9(b)
Indemnifying Stockholders	6.1
Initial Shares	1.5(b)
Intellectual Property	2.27(a)
Intellectual Property Rights	2.27(a)
Laws	2.4
Legal Proceeding	2.17
Merger	Introduction
Merger Shares	1.5(a)
Minimum Amount	Introduction
Non-Controlling Party	6.3(a)

Defined Term	Section
Non-Defaulting Party	8.6
Notes	Introduction
Ordinary Course of Business	2.4
Organization Date	2.9(c)
Parent	Introduction
Parent Certificate	5.3(e)
Parent Common Stock	Introduction
Parent Confidential Information	4.7(b)
Parent Disclosure Schedule	Article III
Parent Equity Plan	4.14
Parent Financial Statements	3.8
Parent Material Adverse Effect	3.1
Parent Options	1.8(a)
Parent Permits	3.24
Parent Benefit Plans	3.22(a)
Parent Liabilities	1.9
Parent Reports	3.6
Parent Preferred Stock	1.5(a)
Parent Subsidiary	2.5(a)
Parent Warrants	1.8(c)
Party	Introduction
Permits	2.23
Placement Agent	2.25
Private Placement Offering	Introduction
Reasonable Best Efforts	4.1
Response	6.3(c)
SEC	1.9(a)
Securities Act	1.12
Security Interest	2.4
Share Contribution	3.2
Split-Off	Introduction
Split-Off Agreement	Introduction
Split-Off Purchaser	Introduction
Split-Off Subsidiary	Introduction
Subsidiary	2.5(a)
Super 8-K	4.3
Surviving Corporation	1.1
Tax Returns	2.9(a)(ii)
Taxes	2.9(a)(i)
Third Party Intellectual Property Rights	2.27(d)
Transaction Documentation	3.3
Units	Introduction

ARTICLE VIII
TERMINATION

8.1 Termination by Mutual Agreement. This Agreement may be terminated at any time by mutual consent of the Parties, provided that such consent to terminate is in writing and is signed by each of the Parties.

8.2 Termination for Failure to Close. This Agreement shall automatically be terminated if the Closing Date shall not have occurred by February 14, 2014.

8.3 Termination by Operation of Law. This Agreement may be terminated by any Party hereto if there shall be any statute, rule or regulation that renders consummation of the transactions contemplated by this Agreement (the "Contemplated Transactions" illegal or otherwise prohibited, or a court of competent jurisdiction or any government (or governmental authority) shall have issued an order, decree or ruling, or has taken any other action restraining, enjoining or otherwise prohibiting the consummation of such transactions and such order, decree, ruling or other action shall have become final and non-appealable.

8.4 Termination for Failure to Perform Covenants or Conditions. This Agreement may be terminated prior to the Effective Time:

(a) by the Parent and the Acquisition Subsidiary if: (i) the Company shall have breached or failed to observe or perform in any material respect any of its covenants or obligations under this Agreement or (ii) as otherwise set forth herein; or

(b) by the Company if: (i) the Parent or the Acquisition Subsidiary shall have breached or failed to observe or perform in any material respect any of its covenants or obligations under this Agreement or (ii) as otherwise set forth herein.

8.5 Effect of Termination or Default; Remedies. In the event of termination of this Agreement as set forth above, this Agreement shall forthwith become void and there shall be no liability on the part of any Party hereto, provided that such Party is a Non-Defaulting Party (as defined below). The foregoing shall not relieve any Party from liability for damages actually incurred as a result of such Party's breach of any term or provision of this Agreement.

8.6 Remedies; Specific Performance. In the event that any Party shall fail or refuse to consummate the Contemplated Transactions or if any default under or breach of any representation, warranty, covenant or condition of this Agreement on the part of any Party (the "Defaulting Party") shall have occurred that results in the failure to consummate the Contemplated Transactions, then in addition to the other remedies provided herein, the non-defaulting Party (the "Non-Defaulting Party") shall be entitled to seek and obtain money damages from the Defaulting Party, or may seek to obtain an order of specific performance thereof against the Defaulting Party from a court of competent jurisdiction, provided that the Non-Defaulting Party seeking such protection must file its request with such court within forty-five (45) days after it becomes aware of the Defaulting Party's failure, refusal, default or breach. In addition, the Non-Defaulting Party shall be entitled to obtain from the Defaulting Party court costs and reasonable attorneys' fees incurred in connection with or in pursuit of enforcing the rights and remedies provided hereunder.

ARTICLE IX
MISCELLANEOUS

9.1 Press Releases and Announcements. No Party shall issue any press release or public announcement relating to the subject matter of this Agreement without the prior written approval of the other Parties; provided, however, that any Party may make any public disclosure it believes in good faith is required by applicable Law or stock market rule (in which case the disclosing Party shall use reasonable efforts to advise the other Parties and provide them with a copy of the proposed disclosure prior to making the disclosure).

9.2 No Third Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person other than the Parties and their respective successors and permitted assigns; provided, however, that (a) the provisions in Article I concerning issuance of the Merger Shares and Article VI concerning indemnification are intended for the benefit of the Company Stockholders and (b) the provisions in Section 4.9 concerning indemnification are intended for the benefit of the individuals specified therein and their successors and assigns.

9.3 Entire Agreement. This Agreement (including the documents referred to herein) constitutes the entire agreement among the Parties and supersedes any prior or (other than as set forth in the Transaction Documentation) contemporaneous understandings, agreements or representations by or among the Parties, written or oral, with respect to the subject matter hereof.

9.4 Succession and Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties named herein and their respective successors and permitted assigns. No Party may assign either this Agreement or any of its rights, interests or obligations hereunder without the prior written approval of the other Parties; provided that the Acquisition Subsidiary may assign its rights, interests and obligations hereunder to a wholly-owned subsidiary of the Parent (other than Split-Off Subsidiary).

9.5 Counterparts and Facsimile Signature. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile signatures delivered by fax and/or e-mail/.pdf transmission shall be sufficient and binding as if they were originals and such delivery shall constitute valid delivery of this Agreement.

9.6 Headings. The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

9.7 Notices. All notices, requests, demands, claims and other communications hereunder shall be in writing. Any notice, request, demand, claim or other communication hereunder shall be deemed duly delivered four Business Days after it is sent by registered or certified mail, return receipt requested, postage prepaid, or one Business Day after it is sent for next Business Day delivery via a reputable nationwide overnight courier service, in each case to the intended recipient as set forth below:

If to the Company or the Company Stockholders:

Ekso Bionics, Inc.
1414 Harbour Way South, Suite 1201
Richmond, California 94804

Attn: Nathan Harding, CEO
Facsimile: +1-510-927-2647

Copy to (which copy shall not constitute notice hereunder):

Nutter McClennen & Fish LLP
Seaport West
155 Seaport Boulevard
Boston, MA 02210

Attn: Michelle L. Basil, Esq.
Facsimile: +1- 617-310-9477

If to the Parent or the Acquisition Subsidiary (prior to the Closing):	Copy to (which copy shall not constitute notice hereunder):
Ekso Bionics Holdings, Inc. San Isidro 250, depot 618Santiago, Chile 8240400	Gottbetter & Partners, LLP 488 Madison Avenue, 12th Floor New York, NY 10022
Attn: Pedro Perez Niklitschek	Attn: Adam S. Gottbetter, Esq. Facsimile: (212) 400-6901

Any Party may give any notice, request, demand, claim or other communication hereunder using any other means (including personal delivery, expedited courier, messenger service, telecopy, telex, ordinary mail or electronic mail), but no such notice, request, demand, claim or other communication shall be deemed to have been duly given unless and until it actually is received by the Party for whom it is intended. Any Party may change the address to which notices, requests, demands, claims and other communications hereunder are to be delivered by giving the other Parties notice in the manner herein set forth.

9.8 Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of laws of any jurisdictions other than those of the State of New York, except that the provisions of the laws of the State of Delaware shall apply with respect to the rights and duties of the Board of Directors of the Company and where such provisions are otherwise mandatorily applicable.

9.9 Amendments and Waivers. The Parties may mutually amend any provision of this Agreement at any time prior to the Effective Time. No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by all of the Parties. No waiver of any right or remedy hereunder shall be valid unless the same shall be in writing and signed by the Party giving such waiver. No waiver by any Party with respect to any default, misrepresentation or breach of warranty or covenant hereunder shall be deemed to extend to any prior or subsequent default, misrepresentation or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

9.10 Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. If the final judgment of a court of competent jurisdiction declares that any term or provision hereof is invalid or unenforceable, the Parties agree that the court making the determination of invalidity or unenforceability shall have the power to limit the term or provision, to delete specific words or phrases, or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Agreement shall be enforceable as so modified.

9.11 Submission to Jurisdiction. Each of the Parties (a) submits to the jurisdiction of any state or federal court sitting in the County of New York in the State of New York in any action or proceeding arising out of or relating to this Agreement, (b) agrees that all claims in respect of such action or proceeding may be heard and determined in any such court, and (c) agrees not to bring any action or proceeding arising out of or relating to this Agreement in any other court. Each of the Parties waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought and waives any bond, surety or other security that might be required of any other Party with respect thereto. Any Party may make service on another Party by sending or delivering a copy of the process to the Party to be served at the address and in the manner provided for the giving of notices in Section 9.7. Nothing in this Section 9.11, however, shall affect the right of any Party to serve legal process in any other manner permitted by law.

9.12 WAIVER OF JURY TRIAL. EACH OF THE PARTIES IRREVOCABLY WAIVES ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BETWEEN THE PARTIES ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

9.13 Construction.

(a) The language used in this Agreement shall be deemed to be the language chosen by the Parties to express their mutual intent, and no rule of strict construction shall be applied against any Party.

(b) Any reference to any federal, state, local or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement and Plan of Merger and Reorganization as of the date first above written.

PARENT:
EKSO BIONICS HOLDINGS, INC.

By: */s/ Pedro Perez Niklitschek*
Name: Pedro Perez Niklitschek
Title: Chief Executive Officer

ACQUISITION SUBSIDIARY:
EKSO ACQUISITION CORP.

By: */s/ Pedro Perez Niklitschek*
Name: Pedro Perez Niklitschek
Title: President

COMPANY:
EKSO BIONICS, INC.

By: */s/ Nathan Harding*
Name: Nathan Harding
Title: Chief Executive Officer

Solely with respect to Section 6.3(f):

/s/ Nathan Harding
Nathan Harding, as Indemnification Representative

Exhibit E

Signatories to Lock-Up and No-Shorting Agreements

Name	Title
Nathan Harding	Chief Executive Officer, Director
Max Scheder-Bieschin	Chief Financial Officer
Russ Angold	Chief Technology Officer
Frank Moreman	Chief Operating Officer
Daniel Boren	Director
Steven Sherman	Director
Marilyn Hamilton	Director
Jack Peurach	Director
CNI Commercial, LLC	Shareholder

Schedule 1.5(a)

Class or Series of Company Stock	Conversion Ratio
Common	1.5238
Series A	1.6290
Series A-2	1.9548
Series B	1.9548

Exhibit 3.2

090201

ROSS MILLER
Secretary of State
204 North Carson Street, Suite 1
Carson City, Nevada 89701-4520
(775) 684-5708
Website: www.nvsos.gov

Certificate of Amendment

(PURSUANT TO NRS 78.385 AND 78.390)

USE BLACK INK ONLY - DO NOT HIGHLIGHT **ABOVE SPACE IS FOR OFFICE USE ONLY**

Certificate of Amendment to Articles of Incorporation
For Nevada Profit Corporations
(Pursuant to NRS 78.385 and 78.390 - After Issuance of Stock)

1. Name of corporation:

PN MED GROUP INC.

2. The articles have been amended as follows: (provide article numbers, if available)

Articles FIRST and THIRD of the Articles of Incorporation of the Corporation have been amended as set forth in Exhibit A attached hereto and made a part hereof by this reference.

3. The vote by which the stockholders holding shares in the corporation entitling them to exercise a least a majority of the voting power, or such greater proportion of the voting power as may be required in the case of a vote by classes or series, or as may be required by the provisions of the articles of incorporation* have voted in favor of the amendment is: 78.74%

4. Effective date and time of filing: (optional) Date: Time:
(must not be later than 90 days after the certificate is filed)

5. Signature: (required)

X _____

Signature of Officer

*If any proposed amendment would alter or change any preference or any relative or other right given to any class or series of outstanding shares, then the amendment must be approved by the vote, in addition to the affirmative vote otherwise required, of the holders of shares representing a majority of the voting power of each class or series affected by the amendment regardless to limitations or restrictions on the voting power thereof.

IMPORTANT: Failure to include any of the above information and submit with the proper fees may cause this filing to be rejected.

This form must be accompanied by appropriate fees.

EXHIBIT A

Certificate of Amendment to Articles of Incorporation
For Nevada Profit Corporations

(Pursuant to NRS 78.385 and 78.390 – After Issuance of Stock)

1. Name of corporation: PN Med Group Inc. (the "Corporation").

2. The Articles of Incorporation of the Corporation are amended by deleting Articles I and III in their entirety and replacing them with the following:

I. Name of Corporation: Ekso Bionics Holdings, Inc.

III. Authorized Capital Stock:

A. The aggregate number of shares of capital stock which the Corporation shall have the authority to issue is five hundred and ten million (510,000,000) shares, consisting of five hundred million (500,000,000) shares of common stock, par value of $0.001 per share ("Common Stock"), and ten million (10,000,000) shares of preferred stock, par value $0.001 per share (the "Preferred Stock").

B. The Preferred Stock may be issued from time to time in one or more series. The Board of Directors of the Corporation is hereby authorized, by filing a certificate pursuant to the corporation laws of the State of Nevada, to fix or alter from time to time the designation, powers, preferences and rights of the shares of each such series and the qualifications, limitations or restrictions of any wholly unissued series of Preferred Stock, and to establish from time to time the number of shares constituting any such series or any of them; and to increase or decrease the number of shares of any series subsequent to the issuance of shares of that series, but not below the number of shares of such series then outstanding. In case the number of shares of any series shall be decreased in accordance with the foregoing sentence, the shares constituting such decrease shall resume the status that they had prior to the adoption of the resolution originally fixing the number of shares of such series.

State of Delaware
Secretary of State
Division of Corporations
Delivered 01:05 PM 01/15/2014
FILED 12:50 PM 01/15/2014
SRV 140051141 - 3913976 FILE

STATE OF DELAWARE
CERTIFICATE OF MERGER
OF
DOMESTIC CORPORATIONS

Pursuant to Title 8, Section 251(c) of the Delaware General Corporation Law, the undersigned corporation executed the following Certificate of Merger:

FIRST: The name of the surviving corporation is **Ekso Bionics, Inc.**, a Delaware corporation (the "Company"), and the name of the corporation being merged into this surviving corporation is **Ekso Acquisition Corp.**, a Delaware corporation ("Acquisition Subsidiary").

SECOND: The Agreement of Merger has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations.

THIRD: The name of the surviving corporation is **Ekso Bionics, Inc.**, a Delaware corporation.

FOURTH: The Certificate of Incorporation of Acquisition Subsidiary, as in effect immediately prior to the merger, shall be the Certificate of Incorporation of the surviving corporation.

FIFTH: The merger is to become effective upon filing of this Certificate of Merger with the Secretary of State of the State of Delaware.

SIXTH: The Agreement of Merger is on file at 1414 Harbour Way South, Suite 1201, Richmond, CA 94804, the place of business of the surviving corporation.

SEVENTH: A copy of the Agreement of Merger will be furnished by the surviving corporation on request, without cost, to any stockholder of the constituent corporations.

IN WITNESS WHEREOF, said surviving corporation has caused this certificate to be signed by an authorized officer, the 15th day of January, 2014.

EKSO BIONICS, INC.

By: _____
Name: Nathan Harding
Title: Chief Executive Officer

2351475.2

(00150873.1 / 0947-007)

Exhibit 3.4

EKSO BIONICS HOLDINGS, INC.

Incorporated Under the Laws of the
State of Nevada

BY-LAWS

ARTICLE I
OFFICES

Ekso Bionics Holdings, Inc. (the "Corporation") shall maintain a registered office in the State of Nevada. The Corporation may also have other offices at such places, either within or without the State of Nevada, as the Board of Directors may from time to time designate or the business of the Corporation may require.

ARTICLE II
STOCKHOLDERS

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held on such date, at such time and at such place, either within or without the State of Nevada, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof. Only if so determined by the Board of Directors, in its sole discretion, (a) stockholders may participate in a meeting of stockholders by means of a telephone conference or similar methods of communication by which all persons participating in the meeting can hear each other and/or (b) a meeting of stockholders may be held not at any place, but may instead be held solely by means of electronic communication, as provided in the Nevada Private Corporations Law (Chapter 78 of the Nevada Revised Statutes) (the "NPCL").

Section 2. Annual Meeting. The Annual Meeting of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meeting the stockholders shall elect a Board of Directors and transact only such other business as is properly brought before the meeting in accordance with these By-Laws. Notice of the Annual Meeting stating the date, time and place of the meeting shall be given as permitted by law to each stockholder entitled to vote at such meeting not less than ten (10) nor more than sixty (60) days before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or the Articles of Incorporation (such Articles, as amended from time to time, including resolutions adopted from time to time by the Board of Directors establishing the designation, rights, preferences and other terms of any class or series of capital stock, the "Articles of Incorporation"), special meetings of the stockholders may be called, only at the request of a majority of the Board of Directors, by the Chairman of the Board, if any, the Chief Executive Officer, if any, the President or the Secretary. Notice of a Special Meeting stating the purpose or purposes for which the meeting is called and the date, time and place of the meeting, and the means of electronic communications, if any, by which stockholders and proxies shall be deemed to be present in person and vote, shall be given not less than ten (10) nor more than sixty (60) days before the date of the meeting to each stockholder entitled to vote at such meeting. Only such business as is specified in the notice of special meeting shall come before such meeting.

Section 4. Quorum. Except as otherwise provided by law or by the Articles of Incorporation, the holders of shares of capital stock issued and outstanding entitled to vote thereat representing at least a majority of the votes entitled to be cast thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. Whether or not a quorum is present, the chairman of the meeting, or the stockholders entitled to vote thereat, present or represented by proxy, holding shares representing at least a majority of the votes so present or represented and entitled to be cast thereon, shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty (30) days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting. When a quorum is once present, it is not broken by the subsequent withdrawal of any stockholder.

Section 5. Appointment of Inspectors of Election. The Board of Directors shall, in advance of sending to the stockholders any notice of a meeting of the holders of any class of shares, appoint one or more inspectors of election ("inspectors") to act at such meeting or any adjournment or postponement thereof and make a written report thereof. The Board of Directors may designate one or more persons as alternate inspectors to replace any inspector who fails to act. If no inspector or alternate is so appointed or if no inspector or alternate is able to act, the Chairman of the Board, or if none, the Secretary shall appoint one or more inspectors to act at such meeting. Each inspector, before entering upon the discharge of such inspector's duties, shall take and sign an oath faithfully to execute the duties of inspector with strict impartiality and according to the best of such inspector's ability. The inspectors shall not be directors, officers or employees of the Corporation.

Section 6. Voting. Except as otherwise provided by law or by the Articles of Incorporation, each stockholder of record of any class or series of stock other than the common stock, par value $0.001 per share, of the Corporation ("Common Stock") shall be entitled on each matter submitted to a vote at each meeting of stockholders to such number of votes for each share of such stock as may be fixed in the Articles of Incorporation, and each stockholder of record of Common Stock shall be entitled at each meeting of stockholders to one vote for each share of such stock, in each case, registered in such stockholder's name on the books of the Corporation on the date fixed pursuant to Section 5 of Article VI of these By-Laws as the record date for the determination of stockholders entitled to notice of and to vote at such meeting, or if no such record date shall have been so fixed, then at the close of business on the day next preceding the day on which notice of such meeting is given, or if notice is waived, at the close of business on the day next preceding the day on which the meeting is held.

Each stockholder entitled to vote at any meeting may vote either in person or by proxy duly appointed.

At all meetings of stockholders all matters, except as otherwise provided by law, the Articles of Incorporation or these By-Laws, shall be determined by the affirmative vote of the stockholders present in person or represented by proxy holding shares representing at least a majority of the votes so present or represented and entitled to be cast thereon, and where a separate vote by class is required, a majority of the votes represented by the shares of the stockholders of such class present in person or represented by proxy and entitled to be cast thereon shall be the act of such class.

The vote on any matter, including the election of directors, shall be by written ballot, or, if authorized by the Board of Directors, in its sole discretion, by electronic ballot given in accordance with a procedure set out in the notice of such meeting. Each ballot shall state the number of shares voted.

Proxy cards shall be returned in envelopes addressed to the inspectors, who shall receive, inspect and tabulate the proxies. Comments on proxies, consents or ballots shall be transcribed and provided to the Secretary with the name and address of the stockholder. Nothing in this Article II shall prohibit the inspector from making available to the Corporation, prior to, during or after any annual or special meeting, information as to which stockholders have not voted and periodic status reports on the aggregate vote.

Stockholders may not take any action by written consent in lieu of a meeting.

Section 7. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Nothing contained in this Section shall require the Corporation to include electronic mail addresses or other electronic contact information on such list. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days prior to the meeting, either (i) on a reasonably accessible electronic network, provided that the information required to gain access to such list is provided with the notice of the meeting, or (ii) during ordinary business hours, at the principal place of business of the Corporation. In the event that the Corporation determines to make the list available on an electronic network, the Corporation may take reasonable steps to ensure that such information is available only to stockholders of the Corporation. If the meeting is to be held at a place, the list shall also be produced and kept at the time and place of the meeting during the whole time thereof and may be inspected by any stockholder of the Corporation who is present. If the meeting is to be held solely by means of remote communication, then the list shall also be open to the examination of any stockholder during the whole time of the meeting on a reasonably accessible electronic network, and the information required to access such list shall be provided with the notice of the meeting.

Section 8. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 7 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 9. Advance Notice of Stockholder-Proposed Business at Annual Meeting. To be properly brought before the Annual Meeting, business must be either (a) specified in the notice of meeting (or any supplement thereto) given by or at the direction of the Board of Directors, (b) otherwise properly brought before the meeting by or at the direction of the Board of Directors or (c) otherwise properly brought before the meeting by a stockholder of record. For business to be properly brought before an Annual Meeting by a stockholder, the stockholder must have given timely notice thereof in writing to the Secretary of the Corporation and must have been a stockholder of record at such time. To be timely, a stockholder's notice must be delivered to or mailed and received at the principal executive offices of the Corporation not less than ninety (90) nor more than one hundred twenty (120) days prior to the one year anniversary of the date of the Annual Meeting of the previous year; *provided, however*, that in the event that the Annual Meeting is called for a date that is not within thirty (30) days before or after such anniversary date, notice by the stockholder in order to be timely must be so received not earlier than one hundred twenty (120) days prior to such Annual Meeting and not later than the close of business on the tenth (10th) day following the day on which notice of the date of the Annual Meeting was mailed or public disclosure of the date of the annual meeting was made, whichever first occurs. A stockholder's notice to the Secretary shall set forth as to each matter the stockholder proposes to bring before the Annual Meeting (i) a brief description of the business desired to be brought before the Annual Meeting and the reasons for conducting such business at the Annual Meeting, (ii) the name and address, as they appear on the Corporation's books, of the stockholder proposing such business, (iii) the class and number of shares of the Corporation that are beneficially owned by the stockholder, (iv) any material interest of the stockholder in such business and (v) any other information relating to the person or the proposal that is required to be disclosed pursuant to Regulation 14A under the Securities Exchange Act of 1934, as amended (or any successor provision or law) or applicable law.

Notwithstanding anything in these By-Laws to the contrary, no business shall be conducted at an Annual Meeting except in accordance with the procedures set forth in this Section 9; *provided, however*, that nothing in this Section 9 shall be deemed to preclude discussion by any stockholder of any business properly brought before the Annual Meeting. The chairman of an Annual Meeting shall, if the facts warrant, determine and declare to the meeting that business was not properly brought before the meeting in accordance with the provisions of this Section 9 and if he should so determine, he shall so declare to the meeting and any such business not properly brought before the meeting shall not be transacted.

Section 10. Nomination of Directors; Advance Notice of Stockholder Nominations. Only persons who are nominated in accordance with the procedures set forth in this Section 10 shall be eligible for election as directors at a meeting of stockholders. Nominations of persons for election to the Board of Directors of the Corporation at the Annual Meeting or at any special meeting of stockholders called in the manner set forth in Section 3 of this Article II for the purpose of electing directors may be made at a meeting of stockholders by or at the direction of the Board of Directors, by any nominating committee or person appointed for such purpose by the Board of Directors, or by any stockholder of record of the Corporation entitled to vote for the election of directors at the meeting who complies with the notice procedures set forth in this Section 10. Such nominations, other than those made by, or at the direction of, or under the authority of the Board of Directors, shall be made pursuant to timely notice in writing to the Secretary of the Corporation by a stockholder of record at such time. To be timely, a stockholder's notice shall be delivered to or mailed and received at the principal executive offices of the Corporation (a) in the case of an Annual Meeting, not less than ninety (90) nor more than one hundred twenty (120) days prior to the one year anniversary of the date of the Annual Meeting of the previous year; *provided, however*, that in the event that the Annual Meeting is called for a date that is not within thirty (30) days before or after such anniversary date, notice by the stockholder in order to be timely must be so received not earlier than one hundred twenty (120) days prior to such Annual Meeting and not later than the close of business on the tenth (10th) day following the day on which notice of the date of the annual meeting was mailed or public disclosure of the date of the Annual Meeting was made, whichever first occurs; and (b) in the case of a special meeting of stockholders called in the manner set forth in Section 3 of this Article II for the purpose of electing directors, not earlier than one hundred twenty (120) days prior to such special meeting and not later than the close of business on the tenth (10th) day following the day on which notice of the date of the special meeting was mailed or public disclosure of the date of the special meeting was made, whichever first occurs. Such stockholder's notice to the Secretary shall set forth (a) as to each person whom the stockholder proposes to nominate for election or re-election as a director, (i) the name, age, business address and residence address of the person, (ii) the principal occupation or employment of the person, (iii) the class and number of shares of capital stock of the Corporation, if any, which are beneficially owned by the person and (iv) any other information relating to the person that is required to be disclosed in solicitations for proxies for election of directors pursuant to Regulation 14A under the Securities Exchange Act of 1934, as amended (or any successor provision or law) or applicable law; and (b) as to the stockholder giving the notice (i) the name and record address of the stockholder and (ii) the class and number of shares of capital stock of the Corporation which are beneficially owned by the stockholder.

The chairman of the meeting shall, if the facts warrant, determine and declare to the meeting that a nomination was not made in accordance with the foregoing procedures and, if he should so determine, he shall so declare to the meeting and the defective nomination shall be disregarded.

ARTICLE III
DIRECTORS

Section 1. Number; Resignation; Removal. Except as otherwise required by the Articles of Incorporation, the number of directors which shall constitute the whole Board of Directors shall be fixed from time to time by resolution of the Board of Directors, but shall not be less than one Except as provided in Section 2 of this Article III and in the Articles of Incorporation, a nominee for director shall be elected to the Board of Directors by a plurality of the votes cast at the Annual Meeting of Stockholders. A director may resign at any time upon notice to the Corporation. A director may be removed, with or without cause, by the affirmative vote of holders of shares of capital stock issued and outstanding entitled to vote at an election of directors representing at least two-thirds of the votes entitled to be cast thereon.

Section 2. Vacancies. Vacancies and newly created directorships resulting from any increase in the authorized number of directors may be filled by a majority of the remaining directors then in office, though less than a quorum, or by a sole remaining director, and the directors so elected shall hold office until the next Annual Meeting of Stockholders and until their successors are duly elected and qualified, or until their earlier resignation or removal. If there are no directors in office, then an election of directors may be held in the manner provided by the NPCL. No decrease in the number of directors constituting the Board of Directors shall shorten the term of any incumbent director.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Articles of Incorporation or by these By-Laws directed or required to be exercised or done solely by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either within or without the State of Nevada. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman of the Board, if any, the Chief Executive Officer, if any, the President or any director. Notice thereof stating the date, time and place of the meeting shall be given to each director either (i) by mail or courier not less than forty-eight (48) hours before the date of the meeting or (ii) by telephone, telegram or facsimile or electronic transmission, not less than twenty-four (24) hours before the time of the meeting or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances (provided that notice of any meeting need not be given to any director who shall either submit, before or after such meeting, a waiver of notice or attend the meeting without protesting, at the beginning thereof, the lack of notice).

Section 5. Quorum. Except as may be otherwise provided by law, the Articles of Incorporation or these By-Laws, a majority of the entire Board of Directors shall be necessary to constitute a quorum for the transaction of business, and the vote of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors. Whether or not a quorum is present at a meeting of the Board of Directors, a majority of the directors present may adjourn the meeting to such time and place as they may determine without notice other than an announcement at the meeting.

Section 6. Action without a Meeting. Unless otherwise provided by the Articles of Incorporation or these By-Laws, any action required or permitted to be taken by the Board of Directors or any committee thereof may be taken without a meeting if all members of the Board of Directors or the committee consent in writing or by electronic transmission to the adoption of a resolution authorizing the action. The resolution and the consents thereto in writing or by electronic transmission by the members of the Board of Directors or committee shall be filed with the minutes of the proceedings of the Board of Directors or such committee.

Section 7. Participation by Telephone. Unless otherwise provided by the Articles of Incorporation or these By-Laws, any one or more members of the Board of Directors or any committee thereof may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or other communications equipment allowing all persons participating in the meeting to hear each other. Participation by such means shall constitute presence in person at the meeting.

Section 8. Compensation. The directors may be paid their expenses, if any, for attendance at each meeting of the Board of Directors or any committee thereof and may be paid compensation as a director, committee member or chairman of any committee and for attendance at each meeting of the Board of Directors or committee thereof. No such payment shall preclude any director from serving the Corporation in any other capacity and receiving compensation therefore or entering into transactions otherwise permitted by the Articles of Incorporation, these By-Laws or applicable law.

Section 9. Resignation. Any director may resign at any time. Such resignation shall be made in writing or by electronic transmission and shall take effect at the time specified therein, or, if no time be specified, at the time of its receipt by the Chairman of the Board, if any, the Chief Executive Officer, if any, the President or the Secretary. The acceptance of a resignation shall not be necessary to make it effective unless so specified therein.

ARTICLE IV
COMMITTEES

Section 1. Committees. The Board of Directors may designate one or more committees, each committee to consist of one or more of the directors of the Corporation. The Board of Directors may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not such member or member constitute a quorum, may by unanimous vote appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee or in these By-Laws, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation, including the power to adopt any articles of merger, conversion, exchange or domestication, the authority to issue shares and the authority to declare a dividend, except as limited by the NPCL or other applicable law, but no such committee shall have power or authority in reference to the following matters: (i) approving or adopting, or recommending to the stockholders, any action or matter expressly required by the NPCL to be submitted to stockholders for approval. or (ii) adopting, amending or repealing any By-Law of the Corporation. All acts done by any committee within the scope of its powers and duties pursuant to these By-Laws and the resolutions adopted by the Board of Directors shall be deemed to be, and may be certified as being, done or conferred under authority of the Board of Directors. The Secretary or any Assistant Secretary is empowered to certify that any resolution duly adopted by any such committee is binding upon the Corporation and to execute and deliver such certifications from time to time as may be necessary or proper to the conduct of the business of the Corporation.

Section 2. Resignation. Any member of a committee may resign at any time. Such resignation shall be made in writing or by electronic transmission and shall take effect at the time specified therein, or, if no time be specified, at the time of its receipt by the Chairman of the Board, if any, the Chief Executive Officer, if any, the President or the Secretary. The acceptance of a resignation shall not be necessary to make it effective unless so specified therein.

Section 3. Quorum. A majority of the members of a committee shall constitute a quorum. The vote of a majority of the members of a committee present at any meeting at which a quorum is present shall be the act of such committee.

Section 4. Record of Proceedings. Each committee shall keep a record of its acts and proceedings, and shall report the same to the Board of Directors when and as required by the Board of Directors.

Section 5. Organization, Meetings, Notices. A committee may hold its meetings at the principal office of the Corporation, or at any other place upon which a majority of the committee may at any time agree. Each committee may make such rules as it may deem expedient for the regulation and carrying on of its meetings and proceedings.

ARTICLE V
OFFICERS

Section 1. General. The officers of the Corporation shall be elected by the Board of Directors and shall consist of a President, a Secretary and a Treasurer. The Board of Directors, in its discretion, may also elect and specifically identify as officers of the Corporation a Chairman of the Board, a Chief Executive Officer, a Chief Financial Officer, a Controller, one or more vice presidents, assistant secretaries and assistant treasurers, and such other officers and agents as in its judgment may be necessary or desirable. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Articles of Incorporation or these By-Laws. The officers of the Corporation need not be stockholders or directors of the Corporation. Any office named or provided for in this Article V (including, without limitation, Chairman of the Board, Chief Executive Officer, Chief Financial Officer, President, Secretary, Treasurer and Controller) may, at any time and from time to time, be held by one or more persons. If an office is held by more than one person, each person holding such office shall serve as a co-officer (with the appropriate corresponding title) and shall have general authority, individually and without the need for any action by any other co-officer, to exercise all the powers of the holder of such office of the Corporation specified in these By-Laws and shall perform such other duties and have such other powers as may be prescribed by the Board of Directors or such other officer specified in this Article V.

Section 2. Election; Removal; Remuneration. The Board of Directors at its first meeting held after each Annual Meeting of Stockholders shall elect the officers of the Corporation who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors and may elect additional officers and may fill vacancies among the officers previously elected at any subsequent meeting of the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any officer elected by the Board of Directors may be removed at any time, either for or without cause, by the affirmative vote of a majority of the Board of Directors.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meetings, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the Chairman of the Board, if any, the Chief Executive Officer, if any, the President or the Secretary, and any such officer may, in the name and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any company, partnership or other entity in which the Corporation may own securities, or to execute written consents in lieu thereof, and at any such meeting, or in giving any such consent, shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board. The Chairman of the Board, if any, may be, but need not be, a person other than the Chief Executive Officer or the President of the Corporation. The Chairman of the Board may be, but need not be, an officer or employee of the Corporation. The Chairman of the Board shall preside at meetings of the Board of Directors and shall establish agendas for such meetings. In addition, the Chairman of the Board shall assure that matters of significant interest to stockholders and the investment community are addressed by management.

Section 5. Chief Executive Officer. The Chief Executive Officer, if any, shall, subject to the direction of the Board of Directors, have general and active control of the affairs and business of the Corporation and general supervision of its officers, officials, employees and agents. The Chief Executive Officer shall preside at all meetings of the stockholders and shall preside at all meetings of the Board of Directors and any committee thereof of which he is a member, unless the Board of Directors or such committee shall have chosen another chairman. The Chief Executive Officer shall see that all orders and resolutions of the Board are carried into effect, and in addition, the Chief Executive Officer shall have all the powers and perform all the duties generally appertaining to the office of the chief executive officer of a corporation. The Chief Executive Officer shall designate the person or persons who shall exercise his powers and perform his duties in his absence or disability and the absence or disability of the President.

Section 6. President. The President shall have such powers and perform such duties as are prescribed by the Chief Executive Officer or the Board of Directors, and in the absence or disability of the Chief Executive Officer, the President shall have the powers and perform the duties of the Chief Executive Officer, except to the extent the Board of Directors shall have otherwise provided. In addition, the President shall have such powers and perform such duties generally appertaining to the office of the president of a corporation, except to the extent the Chief Executive Officer, if any, or the Board of Directors shall have otherwise provided.

Section 7. Vice President. The Vice Presidents of the Corporation shall perform such duties and have such powers as may, from time to time, be assigned to them by the Board of Directors, the Chief Executive Officer, if any, the President or these By-Laws.

Section 8. Secretary. The Secretary shall attend all meetings of the Board of Directors and of the stockholders and record all votes and the minutes of all proceedings in a book to be kept for that purpose, and shall perform like duties for any committee appointed by the Board of Directors. The Secretary shall keep in safe custody the seal of the Corporation and affix it to any instrument when so authorized by the Board of Directors. The Secretary shall give or cause to be given, notice of all meetings of stockholders and special meetings of the Board of Directors and shall perform generally all the duties usually appertaining to the office of secretary of a corporation and shall perform such other duties and have such other powers as may be prescribed by the Board of Directors or these By-Laws. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature.

Section 9. Assistant Secretary. The Assistant Secretary shall be empowered and authorized to perform all of the duties of the Secretary in the absence or disability of the Secretary and shall perform such other duties and have such other powers as may be prescribed by the Board of Directors, the Secretary or these By-Laws.

Section 10. Chief Financial Officer. The Chief Financial Officer, if any, shall have responsibility for the administration of the financial affairs of the Corporation and shall exercise supervisory responsibility for the performance of the duties of the Treasurer and the Controller, if any. The Chief Financial Officer shall render to the Board of Directors, at its regular meetings, or when the Board of Directors so requires, an account of all of the transactions effected by the Treasurer and the Controller and of the financial condition of the Corporation. The Chief Financial Officer shall generally perform all the duties usually appertaining to the affairs of a chief financial officer of a corporation and shall perform such other duties and have such other powers as may be prescribed by the Board of Directors or these By-Laws.

Section 11. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall cause to be kept full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all monies and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by persons authorized by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the Chairman of the Board, if any, the Chief Executive Officer, if any, the President and the Board of Directors whenever they may require it, an account of all of the transactions effected by the Treasurer and of the financial condition of the Corporation. The Treasurer may be required to give a bond for the faithful discharge of his or her duties. The Treasurer shall generally perform all duties appertaining to the office of treasurer of a corporation and shall perform such other duties and have such other powers as may be prescribed by the Board of Directors, the Chief Executive Officer, if any, the President or these By-Laws.

Section 12. Assistant Treasurer. The Assistant Treasurers shall be empowered and authorized to perform all the duties of the Treasurer in the absence or disability of the Treasurer and shall perform such other duties and have such other powers as may be prescribed by the Board of Directors, the Treasurer or these By-Laws.

Section 13. Controller. The Controller, if any, shall prepare and have the care and custody of the books of account of the Corporation. The Controller shall keep a full and accurate account of all monies, received and paid on account of the Corporation, and shall render a statement of the Controller's accounts whenever the Board of Directors shall require. The Controller shall generally perform all the duties usually appertaining to the affairs of the controller of a corporation and shall perform such other duties and have such other powers as may be prescribed by the Board of Directors, the Chief Financial Officer, if any, the President or these By-Laws. The Controller may be required to give a bond for the faithful discharge of his or her duties.

Section 14. Additional Powers and Duties. In addition to the foregoing especially enumerated duties and powers, the several officers of the Corporation shall perform such other duties and exercise such further powers as the Board of Directors may, from time to time, determine or as may be assigned to them by any superior officer.

Section 15. Other Officers. The Board of Directors may designate such other officers having such duties and powers as it may specify from time to time.

ARTICLE VI
CAPITAL STOCK

Section 1. Form of Certificate; Uncertificated Shares. The shares of the Corporation shall be represented by certificates, provided that the Board of Directors may provide by resolution or resolutions that some or all of any or all classes or series of its stock may be uncertificated shares. Any such resolution shall not apply to shares represented by a certificate until such certificate is surrendered to the Corporation. Every holder of stock in the Corporation represented by a certificate shall be entitled to have a certificate signed in the name of the Corporation (i) by the Chairman of the Board, if any, the Chief Executive Officer, if any, the President or any Vice President and (ii) by the Treasurer or an Assistant Treasurer or the Secretary or an Assistant Secretary, representing the number of shares registered in certificate form. Except as otherwise provided by law or these By-Laws, the rights and obligations of the holders of uncertificated shares and the rights and obligations of the holders of certificates representing stock of the same class and series shall be identical.

Section 2. Signatures. Any signature required to be on a certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost, Stolen or Destroyed Certificates. The Board of Directors may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these By-Laws. Transfers of stock shall be made on the books of the Corporation only by the holder of record or by such person's attorney duly authorized, and upon the surrender of properly endorsed certificates for a like number of shares (or, with respect to uncertificated shares, by delivery of duly executed instructions or in any other manner permitted by applicable law).

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to express consent to corporate action, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting, unless the Board of Directors fixes a new record date for the adjourned meeting; *provided, however*, that the Board of Directors must fix a new record date if the meeting is adjourned to a date more than sixty (60) days later than the date set for the original meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of the person registered on its books as the owner of a share to receive dividends and to vote as such owner, and to hold liable for calls and assessments a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

Section 7. Dividends. Subject to the provisions of the Articles of Incorporation or applicable law, dividends upon the capital stock of the Corporation, if any, may be declared by the Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of capital stock. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation or for any proper purpose, and the Board of Directors may modify or abolish any such reserve.

Section 8. Common Stock. The voting, dividend and liquidation rights of the holders of shares of Common Stock are subject to, and qualified by, the rights of the holders of the preferred stock, if any, of the Corporation. Each share of Common Stock shall be treated identically as all other shares of Common Stock with respect to dividends, distributions, rights in liquidation and in all other respects.

ARTICLE VII
INDEMNIFICATION

Section 1. Indemnification Respecting Third Party Claims. The Corporation, to the full extent and in a manner permitted by Nevada law as in effect from time to time, shall indemnify, in accordance with the provisions of this Article, any person (including the heirs, executors, administrators or estate of any such person) who was or is made a party to or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding (including any appeal thereof), whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Corporation or by any corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise of which the Corporation owns, directly or indirectly through one or more other entities, a majority of the voting power or otherwise possesses a similar degree of control), by reason of the fact that such person is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, member, manager, partner, trustee, fiduciary, employee or agent (a "Subsidiary Officer") of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise (any such entity for which a Subsidiary Officer so serves, an "Associated Entity"), against expenses, including attorneys' fees and disbursements, judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding if such person is not liable pursuant to NPCL 78.138, or acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful; *provided, however*, that (i) the Corporation shall not be obligated to indemnify a person who is or was a director, officer, employee or agent of the Corporation or a Subsidiary Officer of an Associated Entity against expenses incurred in connection with an action, suit, proceeding or investigation to which such person is threatened to be made a party but does not become a party unless the incurring of such expenses was authorized by or under the authority of the Board of Directors and (ii) the Corporation shall not be obligated to indemnify against any amount paid in settlement unless the Board of Directors has consented to such settlement. The termination of any action, suit or proceeding by judgment, order, settlement or conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person (i) is liable pursuant to NPCL 78.138 or (ii) did not act in good faith and in a manner which such person reasonably believed to be in or not opposed to the best interests of the Corporation, or with respect to any criminal action or proceeding, that such person had reasonable cause to believe that his conduct was unlawful. Notwithstanding anything to the contrary in the foregoing provisions of this Section 1, a person shall not be entitled, as a matter of right, to indemnification pursuant to this Section 1 against costs or expenses incurred in connection with any action, suit or proceeding commenced by such person against the Corporation or any Associated Entity or any person who is or was a director, officer, fiduciary, employee or agent of the Corporation or a Subsidiary Officer of any Associated Entity (including, without limitation, any action, suit or proceeding commenced by such person to enforce such person's rights under this Article, unless and only to the extent that such person is successful on the merits of such claim), but such indemnification may be provided by the Corporation in a specific case as permitted by Section 7 below in this Article.

Section 2. Indemnification Respecting Derivative Claims. The Corporation, to the full extent and in a manner permitted by Nevada law as in effect from time to time, shall indemnify, in accordance with the provisions of this Article, any person (including the heirs, executors, administrators or estate of any such person) who was or is made a party to or is threatened to be made a party to any threatened, pending or completed action or suit (including any appeal thereof) brought in the right of the Corporation to procure a judgment in its favor by reason of the fact that such person is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a Subsidiary Officer of an Associated Entity, against expenses (including attorneys' fees and disbursements) and costs actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit if such person is not liable pursuant to NPCL 78.138, or acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the Corporation, except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged by a court of competent jurisdiction after exhaustion of all appeals therefrom to be liable to the Corporation unless, and only to the extent that the court in which such action or suit was brought or other court of competent jurisdiction determines that, in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses and costs as a court of competent jurisdiction or such other court shall deem proper; *provided, however*, that the Corporation shall not be obligated to indemnify a director, officer, employee or agent of the Corporation or a Subsidiary Officer of an Associated Entity against expenses incurred in connection with an action or suit to which such person is threatened to be made a party but does not become a party unless the incurrence of such expenses was authorized by or under the authority of the Board of Directors. Notwithstanding anything to the contrary in the foregoing provisions of this Section 2, a person shall not be entitled, as a matter of right, to indemnification pursuant to this Section 2 against costs and expenses incurred in connection with any action or suit in the right of the Corporation commenced by such person, but such indemnification may be provided by the Corporation in any specific case as permitted by Section 7 below in this Article.

Section 3. Determination of Entitlement to Indemnification. Any indemnification to be provided under either of Section 1 or 2 above in this Article (unless ordered by a court of competent jurisdiction or advanced as provided in Section 5 of this Article) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper under the circumstances. Such determination must be made (a) by the stockholders, (b) by the board of directors by majority vote of a quorum consisting of directors who were not parties to the action, suit or proceeding, (c) if a majority vote of a quorum consisting of directors who were not parties to the action, suit or proceeding so orders, by independent legal counsel in a written opinion, or (d) if a quorum consisting of directors who were not parties to the action, suit or proceeding cannot be obtained, by independent legal counsel in a written opinion. In the event a request for indemnification is made by any person referred to in Section 1 or 2 above in this Article, the Corporation shall use its reasonable best efforts to cause such determination to be made not later than sixty (60) days after such request is made after the final disposition of such action, suit or proceeding.

Section 4. Right to Indemnification upon Successful Defense and for Service as a Witness. (a) Notwithstanding the other provisions of this Article, to the extent that a present or former director or officer has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in either of Section 1 or 2 above in this Article, or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys' fees and disbursements) and costs actually and reasonably incurred by such person in connection therewith.

(b) To the extent any person who is or was a director, officer, employee or agent of the Corporation or a Subsidiary Officer of an Associated Entity has served or prepared to serve as a witness in, but is not a party to, any action, suit or proceeding (whether civil, criminal, administrative, regulatory or investigative in nature), including any investigation by any legislative or regulatory body or by any securities or commodities exchange of which the Corporation or an Associated Entity is a member or to the jurisdiction of which it is subject, by reason of his or her services as a director, officer, employee or agent of the Corporation, or his or her service as a Subsidiary Officer of an Associated Entity (assuming such person is or was serving at the request of the Corporation as a Subsidiary Officer of such Associated Entity), the Corporation may indemnify such person against expenses (including attorneys' fees and disbursements) and out-of-pocket costs actually and reasonably incurred by such person in connection therewith and, if the Corporation has determined to so indemnify such person, shall use its reasonable best efforts to provide such indemnity within sixty (60) days after receipt by the Corporation from such person of a statement requesting such indemnification, averring such service and reasonably evidencing such expenses and costs; it being understood, however, that the Corporation shall have no obligation under this Article to compensate such person for such person's time or efforts so expended.

Section 5. Advance of Expenses. (a) Expenses incurred by any present or former director or officer of the Corporation in defending a civil or criminal action, suit or proceeding shall, to the extent permitted by law, be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking in writing by or on behalf of such person to repay such amount if it shall ultimately be determined by a court of competent jurisdiction that such person is not entitled to be indemnified by the Corporation as authorized by this Article.

(b) Expenses and costs incurred by any other person referred to in Section 1 or 2 above in this Article in defending a civil, criminal, administrative, regulatory or investigative action, suit or proceeding may be paid by the Corporation in advance of the final disposition of such action, suit or proceeding as authorized by or under the authority of the Board of Directors upon receipt of an undertaking in writing by or on behalf of such person to repay such amount if it shall ultimately be determined that such person is not entitled to be indemnified by the Corporation in respect of such costs and expenses as authorized by this Article and subject to any limitations or qualifications provided by or under the authority of the Board of Directors.

Section 6. Notice of Action; Assumption of the Defense. Promptly after receipt by any person referred to in Section 1, 2 or 5 above in this Article of notice of the commencement of any action, suit or proceeding in respect of which indemnification or advancement of expenses may be sought under any such Section, such person (the "Indemnitee") shall notify the Corporation thereof. The Corporation shall be entitled to participate in the defense of any such action, suit or proceeding and, to the extent that it may wish, except in the case of a criminal action or proceeding, to assume the defense thereof with counsel chosen by it. If the Corporation shall have notified the Indemnitee of its election so to assume the defense, it shall be a condition of any further obligation of the Corporation under such Sections to indemnify the Indemnitee with respect to such action, suit or proceeding that the Indemnitee shall have provided an undertaking in writing to repay all legal or other costs and expenses subsequently incurred by the Corporation in conducting such defense if it shall ultimately be determined that the Indemnitee is not entitled to be indemnified in respect of the costs and expenses of such action, suit or proceeding by the Corporation as authorized by this Article. Notwithstanding anything in this Article to the contrary, after the Corporation shall have notified the Indemnitee of its election so to assume the defense, the Corporation shall not be liable under such Sections for any legal or other costs or expenses subsequently incurred by the Indemnitee in connection with the defense of such action, suit or proceeding, unless (a) the parties thereto include both (i) the Corporation and the Indemnitee, or (ii) the Indemnitee and other persons who may be entitled to seek indemnification or advancement of expenses under any such Section and with respect to whom the Corporation shall have elected to assume the defense, and (b) the counsel chosen by the Corporation to conduct the defense shall have determined, in their sole discretion, that, under applicable standards of professional conduct, a conflict of interest exists that would prevent them from representing both (i) the Corporation and the Indemnitee, or (ii) the Indemnitee and such other persons, as the case may be, in which case the Indemnitee may retain separate counsel at the expense of the Corporation to the extent provided in such Sections and Section 3 above in this Article.

Section 7. Indemnification Not Exclusive. The provision of indemnification to or the advancement of expenses and costs to any person under this Article, or the entitlement of any person to indemnification or advancement of expenses and costs under this Article does not exclude any other rights to which a person seeking indemnification or advancement of expenses may be entitled under the articles of incorporation or any bylaw, agreement, vote of stockholders or disinterested directors or otherwise, for either an action in his official capacity or an action in another capacity while holding his office, except that indemnification, unless ordered by a court pursuant to NPCL 78.7502 or for the advancement of expenses made pursuant to Section 5 of this Article may not be made to or on behalf of any director or officer if a final adjudication establishes that his acts or omissions involved intentional misconduct, fraud or a knowing violation of the law and was material to the cause of action.

Section 8. Corporate Obligations; Reliance. The provisions of Sections 1, 2, 4(a) and 5(a) above of this Article shall be deemed to create a binding obligation on the part of the Corporation to the directors, officers, employees and agents of the Corporation, and the persons who are serving at the request of the Corporation as Subsidiary Officers of Associated Entities, on the effective date of this Article and persons thereafter elected as directors and officers or retained as employees or agents, or serving at the request of the Corporation as Subsidiary Officers of Associated Entities (including persons who served as directors, officers, employees and agents, or served at the request of the Corporation as Subsidiary Officers of Associated Entities, on or after such date but who are no longer so serving at the time they present claims for advancement of expenses or indemnity), and such persons in acting in their capacities as directors, officers, employees or agents of the Corporation, or serving at the request of the Corporation as Subsidiary Officers of any Associated Entity, shall be entitled to rely on such provisions of this Article.

Section 9. Further Changes. Neither the amendment nor repeal of this Article, nor the adoption of any provision of the Articles of Incorporation inconsistent with this Article, shall eliminate or reduce the effect of such provisions in respect of any act or omission or any matter occurring prior to such amendment, repeal or adoption of an inconsistent provision regardless of when any cause of action, suit or claim relating to any such matter accrued or matured or was commenced, and such provision shall continue to have effect in respect of such act, omission or matter as if such provision had not been so amended or repealed or if a provision inconsistent therewith had not been so adopted.

Section 10. Successors. The right, if any, of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a Subsidiary Officer of an Associated Entity, to indemnification or advancement of expenses under Sections 1 through 9 above in this Article shall continue after he shall have ceased to be a director, officer, employee or agent or a Subsidiary Officer of an Associated Entity and shall inure to the benefit of the heirs, distributees, executors, administrators and other legal representatives of such person.

Section 11. Insurance. (a) The Corporation may purchase and maintain insurance or make other financial arrangements on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a Subsidiary Officer of any Associated Entity, against any liability asserted against such person and liability and expenses incurred by such person in any such capacity, or arising out of such person's status as such, whether or not the Corporation would have the power to indemnify such person against such liability and expenses.

(b) The other financial arrangements made by the Corporation pursuant to subsection (a) may include the following: (i) the creation of a trust fund; (ii) the establishment of a program of self-insurance; (iii) the securing of its obligation of indemnification by granting a security interest or other lien on any assets of the Corporation; and (iv) the establishment of a letter of credit, guaranty or surety. No financial arrangement made pursuant to this subsection may provide protection for a person adjudged by a court of competent jurisdiction, after exhaustion of all appeals therefrom, to be liable for intentional misconduct, fraud or a knowing violation of law, except with respect to the advancement of expenses or indemnification ordered by a court.

(c) Any insurance or other financial arrangement made on behalf of a person pursuant to this section may be provided by the Corporation or any other person approved by the board of directors, even if all or part of the other person's stock or other securities is owned by the Corporation.

(d) In the absence of fraud: (i) the decision of the Board of Directors as to the propriety of the terms and conditions of any insurance or other financial arrangement made pursuant to this Section and the choice of the person to provide the insurance or other financial arrangement is conclusive; and (ii) the insurance or other financial arrangement (A) is not void or voidable, and (B) does not subject any director approving it to personal liability for his action, even if, in either case, a director approving the insurance or other financial arrangement is a beneficiary of the insurance or other financial arrangement.

Section 12. Definitions of Certain Terms. For purposes of this Article, references to "fines" shall include any excise taxes assessed on a person with respect to any employee benefit plan; references to "serving at the request of the Corporation" shall include any service as a director, officer employee or agent of the Corporation or as a Subsidiary Officer of any Associated Entity which service imposes duties on, or involves services by, such person with respect to any employee benefit plan, its participants, or beneficiaries; and a person who acted in good faith and in a manner such person reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner "not opposed to the best interests of the Corporation" as referred to in this Article.

ARTICLE VIII
GENERAL

Section 1. Fiscal Year. The fiscal year of the Corporation shall be such date as shall be fixed by resolution of the Board of Directors from time to time.

Section 2. Corporate Seal. The corporate seal shall have inscribed thereon the name of the Corporation, the year of its organization and the words "Corporate Seal, Nevada" The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise upon any paper, certificate or document.

Section 3. Disbursements. All checks, drafts or demands for money out of the funds of the Corporation and all notes and other evidences of indebtedness of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 4. Amendments. These By-Laws may be altered, amended or repealed, in whole or in part, or new By-Laws may be adopted by the stockholders or by the Board of Directors at any meeting thereof; *provided, however*, that notice of such alteration, amendment, repeal or adoption of new By-Laws shall be contained in the notice of such meeting of stockholders or in a notice of such meeting of the Board of Directors, as the case may be. Unless a higher percentage is required by law or by the Articles of Incorporation as to any matter which is the subject of these By-Laws, all such amendments must be approved by either the affirmative vote of holders of shares of capital stock issued and outstanding entitled to vote thereon representing at least a majority of the votes entitled to be cast thereon or by a majority of the entire Board of Directors then in office.

Section 5. Definitions. As used in this Article and in these By-Laws generally, the term "entire Board of Directors" means the total number of directors which the Corporation would have if there were no vacancies.

Execution Version **Exhibit 10.1**

INDEMNIFICATION SHARES ESCROW AGREEMENT

This Indemnification Shares Escrow Agreement (this "Agreement") is entered into as of January 15, 2014 by and among Ekso Bionics Holdings, Inc. (f/k/a PN Med Group Inc.), a Nevada corporation (the "Parent"), Nathan Harding, a California resident (the "Indemnification Representative"), and Gottbetter & Partners, LLP, as escrow agent (the "Escrow Agent"). Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Merger Agreement (as defined below).

WHEREAS, the Parent has entered into an Agreement and Plan of Merger and Reorganization (the "Merger Agreement") among Ekso Bionics, Inc., a Delaware corporation (the "Company"), Parent and Ekso Acquisition Corp., a Delaware corporation and a wholly-owned acquisition subsidiary of the Parent ("Acquisition Corp."), pursuant to which (i) Acquisition Corp. will merge with and into the Company, with the Company surviving the merger, (ii) the Company will become a wholly-owned subsidiary of the Parent, and (iii) the Company Stockholders will receive shares of the Parent Common Stock in exchange for their shares of the Company Common Stock and Company Preferred Stock issued and outstanding immediately prior to the Effective Time (other than Dissenting Shares, if any), as equal to the applicable Conversion Ratio ("Merger Shares"); and

WHEREAS, the Merger Agreement provides that 95% of the Merger Shares (the "Initial Shares") to be issued to such Company Stockholders shall be delivered to such Company Stockholders and 5% of the Merger Shares rounded to the nearest whole number (with 0.5 shares rounded upward to the nearest whole number) to be issued to such Company Stockholders shall be delivered to the Escrow Agent to secure the indemnification obligations of the Company Stockholders as of the Closing Date (collectively, the "Indemnifying Stockholders"), to the Parent; and

WHEREAS, the Merger Agreement provides for the execution of this Agreement and the establishment of an escrow account and the parties hereto desire to establish the terms and conditions pursuant to which such escrow account will be established and maintained.

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. Escrow and Indemnification.

(a) Escrow of Shares. Simultaneously with the execution of this Agreement, the Parent shall cause to be issued and shall deposit with the Escrow Agent certificates representing an aggregate number of shares of the Parent Common Stock computed based upon the applicable Conversion Ratio, as determined pursuant to Section 1.5(b) of the Merger Agreement, issued in the name of the Escrow Agent. The shares deposited with the Escrow Agent pursuant to this Section 1(a) are referred to herein as the "Indemnification Escrow Shares." The Indemnification Escrow Shares shall be held as a trust fund and shall not be subject to any lien, attachment, trustee process or any other judicial process of any creditor of any party hereto. The Indemnification Escrow Agent agrees to hold the Indemnification Escrow Shares in an escrow account (the "Escrow Account"), subject to the terms and conditions of this Agreement.

(b) Indemnification. Section 6.1 of the Merger Agreement provides that the Company Stockholders shall indemnify and hold harmless the Parent from and against certain Damages (as defined in Section 6.1 of the Merger Agreement) on the terms and conditions contained in Article VI of the Merger Agreement. The Indemnification Escrow Shares shall be (i) security for such indemnity obligation of the Indemnifying Stockholders, subject to the limitations, and in the manner provided, in this Agreement and the Merger Agreement and (ii) except with respect to any fraud or willful misconduct by the Company in connection with the Merger Agreement, shall be the exclusive means for the Parent to collect any Damages with respect to which the Parent is entitled to indemnification under Article VI of the Merger Agreement.

(c) Dividends, Etc. Any securities distributed in respect of or in exchange for any of the Indemnification Escrow Shares, whether by way of stock dividends, stock splits or otherwise, shall be issued in the name of the Escrow Agent or its nominee and shall be delivered to the Escrow Agent, who shall hold such securities in the Escrow Account. Such securities shall be considered Indemnification Escrow Shares for purposes hereof. Any cash dividends or property (other than securities) distributed in respect of the Indemnification Escrow Shares shall promptly be distributed by the Escrow Agent to the Indemnifying Stockholders in accordance with Section 3(c) hereof.

(d) Voting of Shares. The Indemnification Representative shall have the right, in his sole discretion, on behalf of the Indemnifying Stockholders, to direct the Escrow Agent in writing as to the exercise of any voting rights pertaining to the Indemnification Escrow Shares, and the Escrow Agent shall comply with any such written instructions. In the absence of such instructions, the Escrow Agent shall not vote any of the Indemnification Escrow Shares. The Indemnification Representative shall have no obligation to solicit consents or proxies from the Indemnifying Stockholders for purposes of any such vote.

(e) Transferability. The respective interests of the Indemnifying Stockholders in the Indemnification Escrow Shares shall not be assignable or transferable, other than by operation of law. Notice of any such assignment or transfer by operation of law shall be given to the Escrow Agent and the Parent, and no such assignment or transfer shall be valid until such notice is given.

2. Intentionally Omitted.

3. Distribution of Indemnification Escrow Shares.

(a) The Escrow Agent shall distribute the Indemnification Escrow Shares only in accordance with (i) a written instrument delivered to the Escrow Agent that is executed by both the Parent and the Indemnification Representative and that instructs the Escrow Agent as to the distribution of some or all of the Indemnification Escrow Shares, (ii) an order of a court of competent jurisdiction, a copy of which is delivered to the Escrow Agent by either the Parent or the Indemnification Representative, that instructs the Escrow Agent as to the distribution of some or all of the Indemnification Escrow Shares, or (iii) the provisions of Section 3(b) hereof.

(b) Within five (5) business days after January 15, 2015 (the "Termination Date"), the Escrow Agent shall distribute to the Indemnifying Stockholders all of the Indemnification Escrow Shares then held in escrow, registered in the names of the Indemnifying Stockholders. Notwithstanding the foregoing, if the Parent has previously delivered to the Escrow Agent a copy of a Claim Notice (as hereinafter defined) and the Escrow Agent has not received written notice executed by Parent of the resolution of the claim covered thereby, or if the Parent has previously delivered to the Escrow Agent a copy of an Expected Claim Notice (as hereinafter defined) and the Escrow Agent has not received written notice executed by Parent of the resolution of the anticipated claim covered thereby, the Escrow Agent shall retain in escrow after the Termination Date such number of Indemnification Escrow Shares as have a Value (as defined in Section 4 below) equal to the Claimed Amount (as hereinafter defined) covered by such Claim Notice or equal to the estimated amount of Damages set forth in such Expected Claim Notice, as the case may be. Any Indemnification Escrow Shares so retained in escrow shall be distributed only in accordance with the terms of clauses (i) or (ii) of Section 3(a) hereof. For purposes of this Agreement, a Claim Notice means a written notification under the Merger Agreement given by the Parent to the Indemnifying Stockholders which contains (i) a description and the amount (the "Claimed Amount") of any Damages incurred or reasonably expected to be incurred by the Parent, (ii) a statement that the Parent is entitled to indemnification under Article VI of the Merger Agreement for such Damages and a reasonable explanation of the basis therefor, and (iii) a demand for payment (in the manner provided in Section 6.3 of the Merger Agreement) in the amount of such Damages. For purposes of this Agreement, an Expected Claim Notice means a notice delivered pursuant to the Merger Agreement by the Parent to an Indemnifying Stockholder, before expiration of a representation or warranty, to the effect that, as a result a legal proceeding instituted by or written claim made by a third party, the Parent reasonably expects to incur Damages as a result of a breach of such representation or warranty.

(c) Any distribution of all or a portion of the Indemnification Escrow Shares to the Indemnifying Stockholders shall be made by delivery of stock certificates issued in the name of the Indemnifying Stockholders in proportion to each such Indemnifying Stockholder's original contribution of Indemnification Escrow Shares pursuant to the terms of the Merger Agreement. Distributions to the Indemnifying Stockholders shall be made by mailing stock certificates to such holders at their respective addresses shown on the stock records of the Company as of the Closing Date (or such other address as may be provided in writing to the Escrow Agent by any such Indemnifying Stockholder). No fractional Indemnification Escrow Shares shall be distributed to Indemnifying Stockholders pursuant to this Agreement. Instead, the number of shares that each Indemnifying Stockholder shall receive shall be rounded up or down to the nearest whole number (provided that the Indemnification Representative shall have the authority to effect such rounding in such a manner that the total number of whole Indemnification Escrow Shares to be distributed equals the number of Indemnification Escrow Shares then held in the Escrow Account).

4. Valuation of Indemnification Escrow Shares. For purposes of this Agreement, the "Value" of any Indemnification Escrow Shares shall be $1.00 per share, multiplied by the number of such Indemnification Escrow Shares.

5. Fees and Expenses of Escrow Agent. The Parent shall pay the fees of the Escrow Agent for the services to be rendered by the Escrow Agent hereunder.

6. Limitation of Escrow Agent's Liability.

(a) The Escrow Agent shall incur no liability with respect to any action taken or suffered by it in reliance upon any notice, direction, instruction, consent, statement or other documents believed by it to be genuine and duly authorized, nor for other action or inaction except its own willful misconduct or gross negligence. The Escrow Agent shall not be responsible for the validity or sufficiency of this Agreement. In all questions arising under this Agreement, the Escrow Agent may rely on the advice of counsel, and the Escrow Agent shall not be liable to anyone for anything done, omitted or suffered in good faith by the Escrow Agent based on such advice. The Escrow Agent shall not be required to take any action hereunder involving any expense unless the payment of such expense is made or provided for in a manner reasonably satisfactory to it. In no event shall the Escrow Agent be liable for indirect, punitive, special or consequential damages.

(b) The Parent and the Indemnifying Stockholders agree to indemnify the Escrow Agent for, and hold it harmless against, any loss, liability or expense incurred without gross negligence or willful misconduct on the part of Escrow Agent, arising out of or in connection with its carrying out of its duties hereunder. The Parent, on the one hand, and the Indemnifying Stockholders, on the other hand, shall each be liable for one-half of such amounts, provided that the Indemnification Escrow Shares shall constitute the sole and exclusive source for satisfaction of the Indemnifying Stockholders' obligations hereunder and the Indemnifying Stockholders shall in no event be responsible for amounts in excess of the value of the Escrow Shares at the time the indemnification is paid.

7. Liability and Authority of Indemnification Representative; Successors and Assignees.

(a) The Indemnification Representative shall not incur any liability to the Indemnifying Stockholders with respect to any action taken or suffered by him in reliance upon any note, direction, instruction, consent, statement or other documents believed by him to be genuinely and duly authorized, nor for other action or inaction except his own willful misconduct or gross negligence. The Indemnification Representative may, in all questions arising under this Agreement, rely on the advice of counsel and the Indemnification Representative shall not be liable to the Indemnifying Stockholders for anything done, omitted or suffered in good faith by the Indemnification Representative based on such advice.

(b) In the event of the death or permanent disability of the Indemnification Representative, or his or her resignation or termination as an Indemnification Representative, a successor Indemnification Representative shall be elected by a majority vote of the Indemnifying Stockholders, with each such Indemnifying Stockholder (or his, her or its successors or assigns) to be given a vote equal to the number of votes represented by the shares of stock of the Company held by such Indemnifying Stockholder immediately prior to the effective time of the Merger Agreement. Each successor Indemnification Representative shall have all of the power, authority, rights and privileges conferred by this Agreement upon the original Indemnification Representative, and the term "Indemnification Representative" as used herein shall be deemed to include each successor Indemnification Representative.

(c) The Indemnification Representative shall have full power and authority to represent the Indemnifying Stockholders, and their successors, with respect to all matters arising under this Agreement and Article VI of the Merger Agreement and all actions taken by the Indemnification Representative hereunder or under Article VI of the Merger Agreement shall be binding upon the Indemnifying Stockholders, and their successors, as if expressly confirmed and ratified in writing by each of them. Without limiting the generality of the foregoing, the Indemnification Representative shall have full power and authority to interpret all of the terms and provisions of this Agreement, to compromise any claims asserted hereunder and to authorize any release of the Indemnification Escrow Shares to be made with respect thereto, on behalf of the Indemnifying Stockholders and their successors.

(d) After Closing Date, the majority vote of the Indemnifying Stockholders may terminate the Indemnification Representative and appoint a successor Indemnification Representative in accordance with the terms of Section 7(b) above.

(e) The Escrow Agent may rely on the Indemnification Representative as the exclusive agent of the Indemnifying Stockholders under this Agreement and shall incur no liability to any party with respect to any action taken or suffered by it in good faith reliance thereon.

8. Amounts Payable by Indemnifying Stockholders. The amounts payable by the Indemnifying Stockholders under this Agreement (i.e., the indemnification obligations pursuant to Section 6(b)) shall be payable solely as follows. The Escrow Agent shall notify the Indemnification Representative of any such amount payable by the Indemnifying Stockholders as soon as it becomes aware that any such amount is payable, with a copy of such notice to the Parent. On the sixth (6^{th}) business day after the delivery of such notice, the Escrow Agent shall sell such number of Indemnification Escrow Shares (up to the number of Indemnification Escrow Shares then available in the Indemnification Shares Escrow Account), subject to compliance with all applicable securities laws, as is necessary to raise such amount, and shall be entitled to apply the proceeds of such sale in satisfaction of such indemnification obligations of the Indemnifying Stockholders; provided that if the Indemnification Representative delivers to the Escrow Agent (with a copy to the Parent), within five (5) business days after delivery of such notice by the Indemnification Representative, a written notice contesting the legitimacy or reasonableness of such amount, then the Escrow Agent shall not sell Indemnification Escrow Shares to raise the disputed portion of such claimed amount except in accordance with the terms of clauses (i) or (ii) of Section 3(a).

9. Termination. This Agreement shall terminate upon the distribution by the Escrow Agent of all of the Indemnification Escrow Shares in accordance with this Agreement; provided that the provisions of Sections 6 and 7 shall survive such termination.

10. Notices. All notices, instructions and other communications given hereunder or in connection herewith shall be in writing. Any such notice, instruction or communication shall be sent either (i) by registered or certified mail, return receipt requested, postage prepaid, or (ii) via a reputable nationwide overnight courier service, in each case to the address set forth below. Any such notice, instruction or communication shall be deemed to have been delivered five business days after it is sent by registered or certified mail, return receipt requested, postage prepaid, or one business day after it is sent via a reputable nationwide overnight courier service.

If to the Parent:

Ekso Bionics Holdings, Inc.
c/o Gottbetter & Partners, LLP
488 Madison Avenue, 12^{th} Floor
New York, NY 10022
Facsimile: (212) 400-6901

with a copy to (which shall not constitute notice hereunder):

Gottbetter & Partners, LLP
488 Madison Avenue, 12^{th} Floor
New York, NY 10022
Attn: Adam S. Gottbetter, Esq.
Facsimile: 212.400.6901

If to the Indemnification Representative:

Nathan Harding
c/o Ekso Bionics, Inc.
1414 Harbour Way South, Suite 1201
Richmond, California 94804
Facsimile: 510.927.2647

with a copy to (which shall not constitute notice hereunder):

Gottbetter & Partners, LLP
488 Madison Avenue, 12th Floor
New York, NY 10022
Attn: Adam S. Gottbetter, Esq.
Facsimile: 212.400.6901

If to the Escrow Agent:

Gottbetter & Partners, LLP
488 Madison Avenue, 12th Floor
New York, NY 10022
Attn: Adam S. Gottbetter, Esq.
Facsimile: 212.400.6901

Any party may give any notice, instruction or communication in connection with this Agreement using any other means (including personal delivery, telecopy or ordinary mail), but no such notice, instruction or communication shall be deemed to have been delivered unless and until it is actually received by the party to whom it was sent. Any party may change the address to which notices, instructions or communications are to be delivered by giving the other parties to this Agreement notice thereof in the manner set forth in this Section 10.

11. Successor Escrow Agent. In the event the Escrow Agent becomes unavailable or unwilling to continue in its capacity herewith, the Escrow Agent may resign and be discharged from its duties or obligations hereunder by delivering a resignation to the parties to this Agreement, not less than 60 days prior to the date when such resignation shall take effect. The Parent may appoint a successor Escrow Agent without the consent of the Indemnification Representative, and may appoint any other successor Escrow Agent with the consent of the Indemnification Representative, which shall not be unreasonably withheld. If, within such notice period, the Parent provides to the Escrow Agent written instructions with respect to the appointment of a successor Escrow Agent and directions for the transfer of any Indemnification Escrow Shares then held by the Escrow Agent to such successor, the Escrow Agent shall act in accordance with such instructions and promptly transfer such Indemnification Escrow Shares to such designated successor. If no successor Escrow Agent is named as provided in this Section 11 prior to the date on which the resignation of the Escrow Agent is to properly take effect, the Escrow Agent may apply to a court of competent jurisdiction for appointment of a successor Escrow Agent.

12. General.

(a) Governing Law; Assigns. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York without regard to conflict-of-law principles and shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns.

(b) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(c) Entire Agreement. Except for those provisions of the Merger Agreement referenced herein, this Agreement constitutes the entire understanding and agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior agreements or understandings, written or oral, between the parties with respect to the subject matter hereof.

(d) Waivers. No waiver by any party hereto of any condition or of any breach of any provision of this Agreement shall be effective unless in writing. No waiver by any party of any such condition or breach, in any one instance, shall be deemed to be a further or continuing waiver of any such condition or breach or a waiver of any other condition or breach of any other provision contained herein.

(e) Amendment. This Agreement may be amended only with the written consent of the Parent, the Escrow Agent and the Indemnification Representative.

(f) Consent to Jurisdiction and Service. The parties hereby absolutely and irrevocably consent and submit to the jurisdiction of the courts in the State of New York and of any Federal court located in the State of New York in connection with any actions or proceedings brought against any party hereto by the Escrow Agent arising out of or relating to this Agreement. In any such action or proceeding, the parties hereby absolutely and irrevocably waive personal service of any summons, complaint, declaration or other process and hereby absolutely and irrevocably agree that the service thereof may be made by certified or registered first-class mail directed to such party, at their respective addresses in accordance with Section 10 hereof.

(g) Binding Effect. This Agreement shall be binding upon the respective parties hereto and their heirs, executors, successors and assigns.

[signature page follows]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the day and year first above written.

EKSO BIONICS, INC.

By: */s/ Nathan Harding*
Name: Nathan Harding
Title: Chief Executive Officer

Nathan Harding, Individually and as Indemnification Representative

/s/ Nathan Harding
(signature)

GOTTBETTER & PARTNERS, LLP

By: */s/ Adam S. Gottbetter*
Name: Adam S. Gottbetter
Title: Managing Partner

Exhibit 10.2

SPLIT-OFF AGREEMENT

This SPLIT-OFF AGREEMENT, dated as of January 15, 2014 (this "**Agreement**"), is entered into by and among **PN MED GROUP, INC.** , a Nevada corporation (the "**Seller**"), PN Med Split Off Corp, a Delaware corporation ("**Split-Off Subsidiary**"), and **PEDRO PEREZ NIKLITSCHEK and MIGUEL MOLINA URRA** (each a "**Buyer"** and, together, the "**Buyers**").

RECITALS:

WHEREAS, Seller is the owner of all of the issued and outstanding capital stock of Split-Off Subsidiary; Split-Off Subsidiary is a wholly owned subsidiary of Seller which will acquire the business assets and liabilities previously held by Seller; and Seller has no other businesses or operations prior to the Merger (as defined herein);

WHEREAS, contemporaneously with the execution of this Agreement, Seller, **Ekso Bionics, Inc.**, a Nevada corporation ("**PrivateCo**"), and a newly-formed wholly-owned subsidiary of Seller, **Ekso Acquisition Corp.** ("**Acquisition Sub**"), will enter into an Agreement and Plan of Merger and Reorganization (the "**Merger Agreement**") pursuant to which Acquisition Sub will merge with and into PrivateCo with PrivateCo remaining as the surviving entity (the "**Merger**"); and the equity holders of PrivateCo will receive securities of Seller in exchange for their equity interests in PrivateCo;

WHEREAS, the execution and delivery of this Agreement is required by PrivateCo as a condition to its execution of the Merger Agreement, and the consummation of the assignment, assumption, purchase and sale transactions contemplated by this Agreement is also a condition to the completion of the Merger pursuant to the Merger Agreement, and Seller has represented to PrivateCo in the Merger Agreement that the transactions contemplated by this Agreement will be consummated contemporaneously with the closing of the Merger, and PrivateCo relied on such representation in entering into the Merger Agreement;

WHEREAS, the Buyers desire to purchase the Shares (as defined in Section 2.1) from Seller, and to assume, as between Seller and each Buyer, all responsibility for any debts, obligations and liabilities of Seller (prior to the Merger) and Split-Off Subsidiary, on the terms and subject to the conditions specified in this Agreement; and

WHEREAS, Seller desires to sell and transfer the Shares to the Buyers, on the terms and subject to the conditions specified in this Agreement;

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

I. ASSIGNMENT AND ASSUMPTION OF SELLER'S ASSETS AND LIABILITIES.

Subject to the terms and conditions provided below:

1.1 *Assignment of Assets*. Seller hereby contributes, assigns, conveys and transfers to Split-Off Subsidiary, and Split-Off Subsidiary hereby receives, acquires and accepts, all assets and properties of Seller as of the Closing Date (as defined below) immediately prior to giving effect to the Effective Time, including but not limited to the following, **but excluding in all cases (i) the right, title and assets of Seller in, to and under the Transaction Documents, and (ii) the capital stock of PrivateCo and Split-Off Subsidiary**:

(a) all cash and cash equivalents (having an approximate value of $483.00);

(b) all accounts receivable (having an approximate value of $0);

(c) all inventories of raw materials, work in process, parts, supplies and finished products;

(d) all right, title and interest, of record, beneficial or otherwise, in and to and stock, membership interests, partnership interests or other equity or ownership interests in any corporation, limited liability company, partnership or other entity, and all bonds, debentures, notes or other securities;

(e) all of Seller's rights, title and interests in, to and under all contracts, agreements, leases, licenses (including software licenses), supply agreements, consulting agreements, commitments, purchase orders, customer orders and work orders, and including all of Seller's rights thereunder to use and possess equipment provided by third parties, and all representations, warranties, covenants and guarantees related to the foregoing (provided that, to the extent any of the foregoing or any claim or right or benefit arising thereunder or resulting therefrom is not assignable by its terms or the assignment thereof shall require the consent or approval of another party thereto, this Agreement shall not constitute an assignment thereof if an attempted assignment would be in violation of the terms thereof or if such consent is not obtained prior to the Effective Time, and in lieu thereof Seller shall reasonably cooperate with Split-Off Subsidiary in any reasonable arrangement designed to provide Split-Off Subsidiary the benefits thereunder or any claim or right arising thereunder);

(f) all intellectual property, including but not limited to issued patents, patent applications (whether or not patents are issued thereon and whether modified, withdrawn or resubmitted), unpatented inventions, product designs, copyrights (whether registered or unregistered), know-how, technology, trade secrets, technical information, notebooks, drawings, software, computer coding (both object and source) and all documentation, manuals and drawings related thereto, trademarks or service marks and applications therefor, unregistered trademarks or service marks, trade names, logos and icons and all rights to sue or recover for the infringement or misappropriation thereof;

(g) all fixed assets, including but not limited to the machinery, equipment, furniture, vehicles, office equipment and other tangible personal property owned or leased by Seller;

(h) all customer lists, business records, customer records and files, customer financial records, and all other files and information related to customers, all customer proposals, all open service agreements with customers and all uncompleted customer contracts and agreements; and

(i) to the extent legally assignable, all licenses, permits, certificates, approvals and authorizations issued by Governmental Entities and necessary to own, lease or operate the assets and properties of Seller and to conduct Seller's business as it is presently conducted;

all of the foregoing being referred to herein as the "**Assigned Assets**."

1.2 *Assignment and Assumption of Liabilities*. Seller hereby assigns to Split-Off Subsidiary, and Split-Off Subsidiary hereby assumes and agrees to pay, honor and discharge all debts, adverse claims, liabilities, judgments and obligations, including tax obligations, of Seller as of the Closing Date immediately prior to the Effective Time, whether accrued, contingent or otherwise and whether known or unknown, including those arising under any law (including the common law) or any rule or regulation of any Governmental Entity or imposed by any court or any arbitrator in a binding arbitration resulting from, arising out of or relating to the assets, activities, operations, actions or omissions of Seller, or products manufactured or sold thereby or services provided thereby, or under contracts, agreements (whether written or oral), leases, commitments or undertakings thereof, **but excluding in all cases the obligations of Seller under the Transaction Documents** (all of the foregoing being referred to herein as the "**Assigned Liabilities**").

The assignment and assumption of Seller's assets and liabilities provided for in this Article I is referred to as the "**Assignment**."

II. PURCHASE AND SALE OF STOCK.

2.1 *Purchased Shares*. Subject to the terms and conditions provided below, Seller shall sell and transfer to the Buyers and the Buyers shall purchase from Seller, on the Closing Date (as defined in Section 3.1), all of the issued and outstanding shares of capital stock of Split-Off Subsidiary (the "Shares"), as set forth in Exhibit A attached hereto.

2.2 *Purchase Price*. The purchase price (the "**Purchase Price**") for the Shares shall consist of the transfer and delivery by the Buyers to Seller of the type and number of shares of common stock and other securities of Seller that each Buyer owns (the "**Purchase Price Securities**"), as set forth in Exhibit A attached hereto, deliverable as provided in Section 3.3.

III. CLOSING.

3.1 *Closing*. The closing of the transactions contemplated in this Agreement (the "**Closing**") shall take place simultaneously with the closing of the Merger immediately prior to the Effective Time. The date on which the Closing occurs shall be referred to herein as the "**Closing Date**."

3.2 *Transfer of Shares*. At the Closing, Seller shall deliver to each Buyer certificates representing the Shares purchased by each Buyer, duly endorsed to the Buyers or as directed by the Buyers, which delivery shall vest Buyers with good and marketable title to such Shares, free and clear of all liens and encumbrances.

3.3 *Payment of Purchase Price*. At the Closing, Buyers shall deliver to Seller a certificate or certificates representing the Buyers' Purchase Price Securities duly endorsed to Seller, which delivery shall vest Seller with good and marketable title to the Purchase Price Securities, free and clear of all liens and encumbrances.

3.4 *Transfer of Records*. On or before the Closing, Seller shall transfer to Split-Off Subsidiary all existing corporate books and records in Seller's possession relating to Split-Off Subsidiary and its business, including but not limited to all agreements, litigation files, real estate files, personnel files and filings with governmental agencies; *provided, however*, when any such documents relate to both Seller and Split-Off Subsidiary, only copies of such documents need be furnished. On or before the Closing, the Buyers and Split-Off Subsidiary shall transfer to Seller all existing corporate books and records in the possession of each Buyer or Split-Off Subsidiary relating to Seller, including but not limited to all corporate minute books, stock ledgers, certificates and corporate seals of Seller and all agreements, litigation files, real property files, personnel files and filings with governmental agencies; *provided, however*, when any such documents relate to both Seller and Split-Off Subsidiary or its business, only copies of such documents need be furnished.

3.5 *Instruments of Assignment*. At the Closing, Seller and Split-Off Subsidiary shall deliver to each other such instruments providing for the Assignment as the other may reasonably request (the "**Instruments of Assignment**").

IV. **BUYERS' REPRESENTATIONS AND WARRANTIES**. Each Buyer represents and warrants to Seller and Split-Off Subsidiary that:

4.1 *Capacity and Enforceability*. Each Buyer has the legal capacity to execute and deliver this Agreement and the documents to be executed and delivered by the Buyers at the Closing pursuant to the transactions contemplated hereby. This Agreement and all such documents constitute valid and binding agreements of the Buyers, enforceable in accordance with their terms.

4.2 *Compliance*. Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby by the Buyers will result in the breach of any term or provision of, or constitute a default under, or violate any agreement, indenture, instrument, order, law or regulation to which each Buyer is a party or by which each Buyer is bound.

4.3 *Purchase for Investment*. Each Buyer is financially able to bear the economic risks of acquiring the Shares and the other transactions contemplated hereby and has no need for liquidity in his or her investment in the Shares. Each Buyer has such knowledge and experience in financial and business matters in general, and with respect to businesses of a nature similar to the business of Split-Off Subsidiary (after giving effect to the Assignment), so as to be capable of evaluating the merits and risks of, and making an informed business decision with regard to, the acquisition of the Shares and the other transactions contemplated hereby. Each Buyer is acquiring the Shares solely for his own account and not with a view to or for resale in connection with any distribution or public offering thereof, within the meaning of any applicable securities laws and regulations, unless such distribution or offering is registered under the Securities Act of 1933, as amended (the "Securities Act"), or an exemption from such registration is available. Each Buyer has (i) received all the information he has deemed necessary to make an informed decision with respect to the acquisition of the Shares and the other transactions contemplated hereby; (ii) had an opportunity to make such investigation as he has desired pertaining to Split-Off Subsidiary (after giving effect to the Assignment) and the acquisition of an interest therein and the other transactions contemplated hereby, and to verify the information which is, and has been, made available to him or her; and (iii) had the opportunity to ask questions of Seller concerning Split-Off Subsidiary (after giving effect to the Assignment). Each Buyer acknowledges that he is a current or former director and/or officer of Seller, and a current director and/or officer of Split-Off Subsidiary and, as such, has actual knowledge of the business, operations and financial affairs of Split-Off Subsidiary (after giving effect to the Assignment). each Buyer has received no public solicitation or advertisement with respect to the offer or sale of the Shares. Buyers realize that the Shares are "restricted securities" as that term is defined in Rule 144 promulgated by the Securities and Exchange Commission under the Securities Act, the resale of the Shares is restricted by federal and state securities laws and, accordingly, the Shares must be held indefinitely unless their resale is subsequently registered under the Securities Act or an exemption from such registration is available for their resale. Each Buyer understands that any resale of the Shares by him must be registered under the Securities Act (and any applicable state securities law) or be effected in circumstances that, in the opinion of counsel for Split-Off Subsidiary at the time, create an exemption or otherwise do not require registration under the Securities Act (or applicable state securities laws). Each Buyer acknowledges and consents that certificates now or hereafter issued for the Shares will bear a legend substantially as follows:

> THE SECURITIES EVIDENCED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR QUALIFIED UNDER ANY APPLICABLE STATE SECURITIES LAWS (THE "STATE ACTS"), HAVE BEEN ACQUIRED FOR INVESTMENT AND MAY NOT BE SOLD, PLEDGED, HYPOTHECATED OR OTHERWISE TRANSFERRED EXCEPT PURSUANT TO A REGISTRATION STATEMENT UNDER THE SECURITIES ACT AND QUALIFICATION UNDER THE STATE ACTS OR PURSUANT TO EXEMPTIONS FROM SUCH REGISTRATION OR QUALIFICATION REQUIREMENTS (INCLUDING, IN THE CASE OF THE SECURITIES ACT, THE EXEMPTIONS AFFORDED BY SECTION 4(1) OF THE SECURITIES ACT AND RULE 144 THEREUNDER). AS A PRECONDITION TO ANY SUCH TRANSFER, THE ISSUER OF THESE SECURITIES SHALL BE FURNISHED WITH AN OPINION OF COUNSEL OPINING AS TO THE AVAILABILITY OF EXEMPTIONS FROM SUCH REGISTRATION AND QUALIFICATION AND/OR SUCH OTHER EVIDENCE AS MAY BE SATISFACTORY THERETO THAT ANY SUCH TRANSFER WILL NOT VIOLATE THE SECURITIES LAWS.

Each Buyer understands that the Shares are being sold to him pursuant to the exemption from registration contained in Section 4(1) of the Securities Act and that Seller is relying upon the representations made herein as one of the bases for claiming the Section 4(1) exemption.

4.4 *Liabilities*. Following the Closing, Seller will have no liability for any debts, liabilities or obligations of Split-Off Subsidiary or its business or activities, or the business or activities of Seller prior to the Closing that are unrelated to the business of PrivateCo, and there are no outstanding guaranties, performance or payment bonds, letters of credit or other contingent contractual obligations that have been undertaken by Seller directly or indirectly in relation to Split-Off Subsidiary or its business, or the business of Seller prior to the Closing that are unrelated to the business of PrivateCo, and that may survive the Closing.

4.5 *Title to Purchase Price Securities*. The Buyers are the record and beneficial owners of the Purchase Price Securities. At Closing, the Buyers will have good and marketable title to the Purchase Price Securities, which Purchase Price Securities are, and at the Closing will be, free and clear of all options, warrants, pledges, claims, liens and encumbrances, and any restrictions or limitations prohibiting or restricting transfer to Seller, except for restrictions on transfer as contemplated by applicable securities laws.

V. **SELLER'S AND SPLIT-OFF SUBSIDIARY'S REPRESENTATIONS AND WARRANTIES**. Seller and Split-Off Subsidiary, as applicable, represent and warrant to Buyers that:

5.1 *Organization and Good Standing*. Each of Seller and Split-Off Subsidiary is a corporation duly incorporated, validly existing, and in good standing under the laws of the State of Nevada.

5.2 *Authority and Enforceability*. The execution and delivery of this Agreement and the documents to be executed and delivered at the Closing pursuant to the transactions contemplated hereby, and performance in accordance with the terms hereof and thereof, have been duly authorized by Seller and Split-Off Subsidiary and all such documents constitute valid and binding agreements of Seller and Split-Off Subsidiary enforceable in accordance with their terms.

5.3 *Title to Shares*. Seller is the sole record and beneficial owner of the Shares. At Closing, Seller will have good and marketable title to the Shares, which Shares are, and at the Closing will be, free and clear of all options, warrants, pledges, claims, liens and encumbrances, and any restrictions or limitations prohibiting or restricting transfer to the Buyers, except for restrictions on transfer as contemplated by Section 4.3 above. The Shares constitute all of the issued and outstanding shares of capital stock of Split-Off Subsidiary.

5.4 *WARN Act*. Split-Off Subsidiary does not have a sufficient number of employees to make it subject to the Worker Adjustment and Retraining Notification Act.

5.5 *Representations in Merger Agreement*. Split-Off Subsidiary represents and warrants that all of the representations and warranties by Seller, insofar as they relate to Split-Off Subsidiary, contained in the Merger Agreement are true and correct.

VI. **OBLIGATIONS OF BUYERS PENDING CLOSING**. Buyers covenant and agree that between the date hereof and the Closing:

6.1 *Not Impair Performance*. Buyers shall not take any intentional action that would cause the conditions upon the obligations of the parties hereto to effect the transactions contemplated hereby not to be fulfilled, including, without limitation, taking or causing to be taken any action that would cause the representations and warranties made by any party herein not to be true, correct and accurate as of the Closing, or in any way impairing the ability of Seller to satisfy its obligations as provided in Article VII.

6.2 *Assist Performance*. Buyers shall exercise reasonable best efforts to cause to be fulfilled those conditions precedent to Seller's obligations to consummate the transactions contemplated hereby which are dependent upon actions of the Buyers and to make and/or obtain any necessary filings and consents in order to consummate the transactions contemplated by this Agreement.

VII. **OBLIGATIONS OF SELLER AND SPLIT-OFF SUBSIDIARY PENDING CLOSING**. Seller and Split-Off Subsidiary covenant and agree that between the date hereof and the Closing:

7.1 *Business as Usual*. Split-Off Subsidiary shall operate and Seller shall cause Split-Off Subsidiary to operate in accordance with past practices and shall use best efforts to preserve its goodwill and the goodwill of its employees, customers and others having business dealings with Split-Off Subsidiary. Without limiting the generality of the foregoing, from the date of this Agreement until the Closing Date, Split-Off Subsidiary shall (a) make all normal and customary repairs to its equipment, assets and facilities, (b) keep in force all insurance, (c) preserve in full force and effect all material franchises, licenses, contracts and real property interests and comply in all material respects with all laws and regulations, (d) collect all accounts receivable and pay all trade creditors in the ordinary course of business at intervals historically experienced, and (e) preserve and maintain Split-Off Subsidiary's assets in their current operating condition and repair, ordinary wear and tear excepted. From the date of this Agreement until the Closing Date, Split-Off Subsidiary shall not (i) amend, terminate or surrender any material franchise, license, contract or real property interest, or (ii) sell or dispose of any of its assets except in the ordinary course of business. Neither Split-Off Subsidiary nor Seller shall take or omit to take any action that results in Buyers incurring any liability or obligation prior to or in connection with the Closing.

7.2 *Not Impair Performance*. Seller shall not take any intentional action that would cause the conditions upon the obligations of the parties hereto to effect the transactions contemplated hereby not to be fulfilled, including, without limitation, taking or causing to be taken any action which would cause the representations and warranties made by any party herein not to be materially true, correct and accurate as of the Closing, or in any way impairing the ability of the Buyers to satisfy his obligations as provided in Article VI.

7.3 *Assist Performance*. Seller shall exercise its reasonable best efforts to cause to be fulfilled those conditions precedent to Buyers' obligations to consummate the transactions contemplated hereby which are dependent upon the actions of Seller and to work with the Buyers to make and/or obtain any necessary filings and consents. Seller shall cause Split-Off Subsidiary to comply with its obligations under this Agreement.

VIII. **SELLER'S AND SPLIT-OFF SUBSIDIARY'S CONDITIONS PRECEDENT TO CLOSING**. The obligations of Seller and Split-Off Subsidiary to close the transactions contemplated by this Agreement are subject to the satisfaction at or prior to the Closing of each of the following conditions precedent (any or all of which may be waived by Seller and PrivateCo in writing):

8.1 *Representations and Warranties; Performance*. All representations and warranties of each Buyer contained in this Agreement shall have been true and correct, in all material respects, when made and shall be true and correct, in all material respects, at and as of the Closing, with the same effect as though such representations and warranties were made at and as of the Closing. Buyers shall have performed and complied with all covenants and agreements and satisfied all conditions, in all material respects, required by this Agreement to be performed or complied with or satisfied by the Buyers at or prior to the Closing.

8.2 *Additional Documents*. Buyers shall deliver or cause to be delivered such additional documents as may be necessary in connection with the consummation of the transactions contemplated by this Agreement and the performance of their obligations hereunder.

8.3 *Release by Split-Off Subsidiary*. At the Closing, Split-Off Subsidiary shall execute and deliver to Seller a general release which in substance and effect releases Seller and PrivateCo from any and all liabilities and obligations that Seller and PrivateCo may owe to Split-Off Subsidiary in any capacity, and from any and all claims that Split-Off Subsidiary may have against Seller, PrivateCo or their respective managers, members, officers, directors, stockholders, employees and agents (other than those arising pursuant to this Agreement or any document delivered in connection with this Agreement).

8.4 *Completion of Merger*. The closing of the Merger pursuant to the Merger Agreement, and all of the transactions contemplated thereby, shall occur simultaneously.

IX. **BUYERS' CONDITIONS PRECEDENT TO CLOSING**. The obligation of Buyers to close the transactions contemplated by this Agreement is subject to the satisfaction at or prior to the Closing of each of the following conditions precedent (any and all of which may be waived by the Buyers in writing):

9.1 *Representations and Warranties; Performance*. All representations and warranties of Seller and Split-Off Subsidiary contained in this Agreement shall have been true and correct, in all material respects, when made and shall be true and correct, in all material respects, at and as of the Closing with the same effect as though such representations and warranties were made at and as of the Closing. Seller and Split-Off Subsidiary shall have performed and complied with all covenants and agreements and satisfied all conditions, in all material respects, required by this Agreement to be performed or complied with or satisfied by them at or prior to the Closing.

X. **OTHER AGREEMENTS**.

10.1 *Expenses*. Each party hereto shall bear its expenses separately incurred in connection with this Agreement and with the performance of its obligations hereunder.

10.2 *Confidentiality*. Buyers shall not make any public announcements concerning this transaction without the prior written agreement of PrivateCo, other than as may be required by applicable law or judicial process. If for any reason the transactions contemplated hereby are not consummated, then the Buyers shall return any information received by the Buyers from Seller or Split-Off Subsidiary, and the Buyers shall cause all confidential information obtained by Buyers concerning Split-Off Subsidiary and its business to be treated as such.

10.3 *Brokers' Fees*. In connection with the transaction specifically contemplated by this Agreement, no party to this Agreement has employed the services of a broker and each agrees to indemnify the other against all claims of any third parties for fees and commissions of any brokers claiming a fee or commission related to the transactions contemplated hereby.

10.4 *Access to Information Post-Closing; Cooperation*.

(a) Following the Closing, Buyers and Split-Off Subsidiary shall afford to Seller and its authorized accountants, counsel and other designated representatives, reasonable access (and including using reasonable efforts to give access to persons or firms possessing information) and duplicating rights during normal business hours to allow records, books, contracts, instruments, computer data and other data and information (collectively, "**Information**") within the possession or control of Buyers or Split-Off Subsidiary insofar as such access is reasonably required by Seller. Information may be requested under this Section 10.4(a) for, without limitation, audit, accounting, claims, litigation and tax purposes, as well as for purposes of fulfilling disclosure and reporting obligations and performing this Agreement and the transactions contemplated hereby. No files, books or records of Split-Off Subsidiary existing at the Closing Date shall be destroyed by Buyers or Split-Off Subsidiary after Closing but prior to the expiration of any period during which such files, books or records are required to be maintained and preserved by applicable law without giving Seller at least 30 days' prior written notice, during which time Seller shall have the right to examine and to remove any such files, books and records prior to their destruction.

(b) Following the Closing, Seller shall afford to Split-Off Subsidiary and its authorized accountants, counsel and other designated representatives reasonable access (including using reasonable efforts to give access to persons or firms possessing information) and duplicating rights during normal business hours to Information within Seller's possession or control relating to the business of Split-Off Subsidiary insofar as such access is reasonably required by the Buyers. Information may be requested under this Section 10.4(b) for, without limitation, audit, accounting, claims, litigation and tax purposes as well as for purposes of fulfilling disclosure and reporting obligations and for performing this Agreement and the transactions contemplated hereby. No files, books or records of Split-Off Subsidiary existing at the Closing Date shall be destroyed by Seller after Closing but prior to the expiration of any period during which such files, books or records are required to be maintained and preserved by applicable law without giving the Buyers at least 30 days' prior written notice, during which time the Buyers shall have the right to examine and to remove any such files, books and records prior to their destruction.

(c) At all times following the Closing, Seller, Buyers and Split-Off Subsidiary shall use their reasonable efforts to make available to the other on written request, the current and former officers, directors, employees and agents of Seller or Split-Off Subsidiary for any of the purposes set forth in Section 10.4(a) or (b) above or as witnesses to the extent that such persons may reasonably be required in connection with any legal, administrative or other proceedings in which Seller or Split-Off Subsidiary may from time to be involved.

(d) The party to whom any Information or witnesses are provided under this Section 10.4 shall reimburse the provider thereof for all out-of-pocket expenses actually and reasonably incurred in providing such Information or witnesses.

(e) Seller, Buyers, Split-Off Subsidiary and their respective employees and agents shall each hold in strict confidence all Information concerning the other party in their possession or furnished by the other or the other's representative pursuant to this Agreement with the same degree of care as such party utilizes as to such party's own confidential information (except to the extent that such Information is (i) in the public domain through no fault of such party or (ii) later lawfully acquired from any other source by such party), and each party shall not release or disclose such Information to any other person, except such party's auditors, attorneys, financial advisors, bankers, other consultants and advisors or persons to whom such party has a valid obligation to disclose such Information, unless compelled to disclose such Information by judicial or administrative process or, as advised by its counsel, by other requirements of law.

(f) Seller, Buyers and Split-Off Subsidiary shall each use their best efforts to forward promptly to the other party all notices, claims, correspondence and other materials which are received and determined to pertain to the other party.

10.5 *Guarantees, Surety Bonds and Letter of Credit Obligations*. In the event that Seller is obligated for any debts, obligations or liabilities of Split-Off Subsidiary by virtue of any outstanding guarantee, performance or surety bond or letter of credit provided or arranged by Seller on or prior to the Closing Date, Buyers and Split-Off Subsidiary shall use their best efforts to cause to be issued replacements of such bonds, letters of credit and guarantees and to obtain any amendments, novations, releases and approvals necessary to release and discharge fully Seller from any liability thereunder following the Closing. Buyers and Split-Off Subsidiary, jointly and severally, shall be responsible for, and shall indemnify, hold harmless and defend Seller from and against, any costs or losses incurred by Seller arising from such bonds, letters of credit and guarantees and any liabilities arising therefrom and shall reimburse Seller for any payments that Seller may be required to pay pursuant to enforcement of its obligations relating to such bonds, letters of credit and guarantees.

10.6 *Filings and Consents*. Buyers, at their risk, shall determine what, if any, filings and consents must be made and/or obtained prior to Closing to consummate the purchase and sale of the Shares. The Buyers shall indemnify the Seller Indemnified Parties (as defined in Section 12.1 below) against any Losses (as defined in Section 12.1 below) incurred by such Seller Indemnified Parties by virtue of the failure to make and/or obtain any such filings or consents. Recognizing that the failure to make and/or obtain any filings or consents may cause Seller to incur Losses or otherwise adversely affect Seller, Buyers and Split-Off Subsidiary confirm that the provisions of this Section 10.6 will not limit Seller's right to treat such failure as the failure of a condition precedent to Seller's obligation to close pursuant to Article VIII above.

10.7 *Insurance*. The Buyers acknowledge that on the Closing Date, effective as of the Closing, any insurance coverage and bonds provided by Seller for the Buyers or for Split-Off Subsidiary, and all certificates of insurance evidencing that Buyers or Split-Off Subsidiary maintain any required insurance by virtue of insurance provided by Seller, will terminate with respect to any insured damages resulting from matters occurring subsequent to Closing.

10.8 *Agreements Regarding Taxes*.

(a) Tax Sharing Agreements. Any tax sharing agreement between Seller and Split-Off Subsidiary is terminated as of the Closing Date and will have no further effect for any taxable year (whether the current year, a future year or a past year).

(b) Returns for Periods Through the Closing Date. Seller will include the income and loss of Split-Off Subsidiary (including any deferred income triggered into income by Reg. §1.1502-13 and any excess loss accounts taken into income under Reg. §1.1502-19) on Seller's consolidated federal income tax returns for all periods through the Closing Date and pay any federal income taxes attributable to such income. Seller and Split-Off Subsidiary agree to allocate income, gain, loss, deductions and credits between the period up to Closing (the "**Pre-Closing Period**") and the period after Closing (the "**Post-Closing Period**") based on a closing of the books of Split-Off Subsidiary, and both Seller and Split-Off Subsidiary agree not to make an election under Reg. §1.1502-76(b)(2)(ii) to ratably allocate the year's items of income, gain, loss, deduction and credit. Seller, Split-Off Subsidiary and Buyers agree to report all transactions not in the ordinary course of business occurring on the Closing Date after Buyers' purchase of the Shares on Split-Off Subsidiary's tax returns to the extent permitted by Reg. §1.1502-76(b)(1)(ii)(B). The Buyers agree to indemnify Seller for any additional tax owed by Seller (including tax owed by Seller due to this indemnification payment) resulting from any transaction engaged in by Split-Off Subsidiary or Seller (not related to the Merger) during the Pre-Closing Period or on the Closing Date before each Buyers' purchase of the Shares. Split-Off Subsidiary will furnish tax information to Seller for inclusion in Seller's consolidated federal income tax return for the period which includes the Closing Date in accordance with Split-Off Subsidiary's past custom and practice.

(c) Audits. Seller will allow Split-Off Subsidiary and its counsel to participate at Split-Off Subsidiary's expense in any audit of Seller's consolidated federal income tax returns to the extent that such audit raises issues that relate to and increase the tax liability of Split-Off Subsidiary. Seller shall have the absolute right, in its sole discretion, to engage professionals and direct the representation of Seller in connection with any such audit and the resolution thereof, without receiving the consent of Buyers or Split-Off Subsidiary or any other party acting on behalf of Buyers or Split-Off Subsidiary, provided that Seller will not settle any such audit in a manner which would materially adversely affect Split-Off Subsidiary after the Closing Date unless such settlement would be reasonable in the case of a person that owned Split-Off Subsidiary both before and after the Closing Date. In the event that after Closing any tax authority informs Buyers or Split-Off Subsidiary of any notice of proposed audit, claim, assessment or other dispute concerning an amount of taxes which pertain to Seller, or to Split-Off Subsidiary during the period prior to Closing, Buyers or Split-Off Subsidiary must promptly notify Seller of the same within 15 calendar days of the date of the notice from the tax authority. In the event Buyers or Split-Off Subsidiary do not notify Seller within such 15 day period, Buyers and Split-Off Subsidiary, jointly and severally, will indemnify Seller for any incremental interest, penalty or other assessments resulting from the delay in giving notice. To the extent of any conflict or inconsistency, the provisions of this Section 10.8 shall control over the provisions of Section 12.2 below.

(d) Cooperation on Tax Matters. Buyers, Seller and Split-Off Subsidiary shall cooperate fully, as and to the extent reasonably requested by any party, in connection with the filing of tax returns pursuant to this Section and any audit, litigation or other proceeding with respect to taxes. Such cooperation shall include the retention and (upon the other party's request) the provision of records and information which are reasonably relevant to any such audit, litigation or other proceeding and making employees available on a mutually convenient basis to provide additional information and explanation of any material provided hereunder. Split-Off Subsidiary shall (i) retain all books and records with respect to tax matters pertinent to Split-Off Subsidiary and Seller relating to any taxable period beginning before the Closing Date until the expiration of the statute of limitations (and, to the extent notified by Seller, any extensions thereof) of the respective taxable periods, and abide by all record retention agreements entered into with any taxing authority, and (ii) give Seller reasonable written notice prior to transferring, destroying or discarding any such books and records and, if Seller so requests, Buyers agree to cause Split-Off Subsidiary to allow Seller to take possession of such books and records.

10.9 *ERISA*. Effective as of the Closing Date, Split-Off Subsidiary shall terminate its participation in, and withdraw from, any employee benefit plans sponsored by Seller, and Seller and Buyers shall cooperate fully in such termination and withdrawal. Without limitation, Split-Off Subsidiary shall be solely responsible for (i) all liabilities under those employee benefit plans notwithstanding any status as an employee benefit plan sponsored by Seller, and (ii) all liabilities for the payment of vacation pay, severance benefits, and similar obligations, including, without limitation, amounts which are accrued but unpaid as of the Closing Date with respect thereto. Buyers and Split-Off Subsidiary acknowledge and agree that Split-Off Subsidiary is solely responsible for providing continuation health coverage, as required under the Consolidated Omnibus Reconciliation Act of 1985, as amended ("**COBRA**"), to each person, if any, participating in an employee benefit plan subject to COBRA with respect to such employee benefit plan as of the Closing Date, including, without limitation, any person whose employment with Split-Off Subsidiary is terminated after the Closing Date.

XI. **TERMINATION**. This Agreement may be terminated at, or at any time prior to, the Closing by mutual written consent of Seller, Buyers and PrivateCo.

If this Agreement is terminated as provided herein, it shall become wholly void and of no further force and effect and there shall be no further liability or obligation on the part of any party except to pay such expenses as are required of such party.

XII. **INDEMNIFICATION**.

12.1 *Indemnification by Buyers and Split-Off Subsidiary*. Buyers and Split-Off Subsidiary, jointly and severally, covenant and agree to indemnify, defend, protect and hold harmless Seller and PrivateCo, and their respective officers, directors, employees, stockholders, agents, representatives and Affiliates (collectively, the "**Seller Indemnified Parties**") at all times from and after the date of this Agreement from and against all losses, liabilities, damages, claims, actions, suits, proceedings, demands, assessments, adjustments, costs and expenses (including specifically, but without limitation, reasonable attorneys' fees and expenses of investigation), whether or not involving a third party claim and regardless of any negligence of any Seller Indemnified Party (collectively, "**Losses**"), incurred by any Seller Indemnified Party as a result of or arising from (i) any breach of the representations and warranties of such Buyers set forth herein or in certificates delivered in connection herewith, (ii) any breach or nonfulfillment of any covenant or agreement (including any other agreement of Buyers to indemnify set forth in this Agreement) on the part of Buyers under this Agreement, (iii) any Assigned Asset or Assigned Liability or any other debt, liability or obligation of Split-Off Subsidiary, (iv) the conduct and operations, (A) prior to Closing, of the business of Seller unrelated to the assets that are the subject of the Merger, (B) whether before or after Closing, of (X) the business of Seller pertaining to the Assigned Assets and Assigned Liabilities or (Y) the business of Split-Off Subsidiary, (v) claims asserted (including claims for payment of taxes), whether before or after Closing, (A) against Split-Off Subsidiary or (B) pertaining to the Assigned Assets and Assigned Liabilities or to the business of Seller prior to the Closing, or (vi) any federal or state income tax payable by Seller or PrivateCo and attributable to the transactions contemplated by this Agreement or to the business of Seller prior to the Closing. For the purposes of this Agreement, an "Affiliate" is a person or entity that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, another specified person or entity.

12.2 *Third Party Claims*.

(a) Defense. If any claim or liability (a "**Third-Party Claim**") should be asserted against any of the Seller Indemnified Parties (the "**Indemnitees**") by a third party after the Closing for which Buyers have an indemnification obligation under the terms of Section 12.1, then the Indemnitee shall notify Buyers (collectively, the "**Indemnitor**") within 20 days after the Third-Party Claim is asserted by a third party (said notification being referred to as a "**Claim Notice**") and give the Indemnitor a reasonable opportunity to take part in any examination of the books and records of the Indemnitee relating to such Third-Party Claim and to assume the defense of such Third-Party Claim and, in connection therewith, to conduct any proceedings or negotiations relating thereto and necessary or appropriate to defend the Indemnitee and/or settle the Third-Party Claim. The expenses (including reasonable attorneys' fees) of all negotiations, proceedings, contests, lawsuits or settlements with respect to any Third-Party Claim shall be borne by the Indemnitor. If the Indemnitor agrees to assume the defense of any Third-Party Claim in writing within 20 days after the Claim Notice of such Third-Party Claim has been delivered, through counsel reasonably satisfactory to Indemnitee, then the Indemnitor shall be entitled to control the conduct of such defense, and any decision to settle such Third-Party Claim, and shall be responsible for any expenses of the Indemnitee in connection with the defense of such Third-Party Claim so long as the Indemnitor continues such defense until the final resolution of such Third-Party Claim. The Indemnitor shall be responsible for paying all settlements made or judgments entered with respect to any Third-Party Claim the defense of which has been assumed by the Indemnitor. Except as provided in subsection (b) below, both the Indemnitor and the Indemnitee must approve any settlement of a Third-Party Claim. A failure by the Indemnitee to timely give the Claim Notice shall not excuse Indemnitor from any indemnification liability except only to the extent that the Indemnitor is materially and adversely prejudiced by such failure.

(b) Failure to Defend. If the Indemnitor shall not agree to assume the defense of any Third-Party Claim in writing within 20 days after the Claim Notice of such Third-Party Claim has been delivered, or shall fail to continue such defense until the final resolution of such Third-Party Claim, then the Indemnitee may defend against such Third-Party Claim in such manner as it may deem appropriate and the Indemnitee may settle such Third-Party Claim, in its sole discretion, on such terms as it may deem appropriate; provided however, that the Indemnitor shall (i) promptly reimburse the Indemnitee for the amount of all settlement payments and expenses, legal and otherwise, incurred by the Indemnitee in connection with the defense or settlement of such Third-Party Claim, or (ii) shall pay, in advance of any settlement or proceedings and in installments as reasonably agreed to by the parties, such sums and expenses reasonably expected to be incurred in connection with the defense of the Third-Party Claim and any settlement thereof. If no settlement of such Third-Party Claim is made, then the Indemnitor shall satisfy any judgment rendered with respect to such Third-Party Claim before the Indemnitee is required to do so, and pay all expenses, legal or otherwise, incurred by the Indemnitee in the defense against such Third-Party Claim.

12.3 *Non-Third-Party Claims*. Upon discovery of any claim for which the Buyers have an indemnification obligation under the terms of Section 12.1 which does not involve a claim by a third party against the Indemnitee, the Indemnitee shall give prompt notice to Buyers of such claim and, in any case, shall give Buyers such notice within 30 days of such discovery. A failure by Indemnitee to timely give the foregoing notice to Buyers shall not excuse Buyers from any indemnification liability except to the extent that Buyers is materially and adversely prejudiced by such failure.

12.4 *Survival*. Except as otherwise provided in this Section 12.4, all representations and warranties made by Buyers, Split-Off Subsidiary and Seller in connection with this Agreement shall survive the Closing. Anything in this Agreement to the contrary notwithstanding, the liability of all Indemnitors under this Article XII shall terminate on the third (3rd) anniversary of the Closing Date, except with respect to (a) liability for any item as to which, prior to the third (3rd) anniversary of the Closing Date, any Indemnitee shall have asserted a Claim in writing, which Claim shall identify its basis with reasonable specificity, in which case the liability for such Claim shall continue until it shall have been finally settled, decided or adjudicated, (b) liability of any party for Losses for which such party has an indemnification obligation, incurred as a result of such party's breach of any covenant or agreement to be performed by such party after the Closing, (c) liability of Buyers for Losses incurred by a Seller Indemnified Party due to breaches of its representations and warranties in Article IV of this Agreement, and (d) liability of Buyers for Losses arising out of Third-Party Claims for which Buyers have an indemnification obligation, which liability shall survive until the statute of limitation applicable to any third party's right to assert a Third-Party Claim bars assertion of such claim.

XIII. **MISCELLANEOUS**.

13.1 *Definitions*. Capitalized terms used herein without definition have the meanings ascribed to them in the Merger Agreement.

13.2 *Notices*. All notices and communications required or permitted hereunder shall be in writing and deemed given when received by means of the United States mail, addressed to the party to be notified, postage prepaid and registered or certified with return receipt requested, or personal delivery, or overnight courier, as follows:

(a) If to Seller, addressed to:

PN Med Group, Inc.
Pedro Perez Niklitschek
Isidro 250, depot 618,
Santiago, Chile 8240400
Telephone: 569-659-22350
Facsimile: 775-981-9001

With a copy to (which shall not constitute notice hereunder):

Gottbetter & Partners, LLP
488 Madison Avenue, 12th Floor
New York, NY 10022
Attention: Adam S. Gottbetter, Esq.
Telephone: 212-400-6900
Facsimile: 212-400-6901

(b) If to Buyers or Split-Off Subsidiary, addressed to:

Pedro Perez Niklitschek
Isidro 250, depot 618,
Santiago, Chile 8240400
Telephone: 569-659-22350
Facsimile: 775-981-9001

Miguel Molina Urra
Santo Domingo 1325, depot 306
Santiago, Chile 8240400

or to such other address as any party hereto shall specify pursuant to this Section 13.2 from time to time.

13.3 *Exercise of Rights and Remedies*. Except as otherwise provided herein, no delay of or omission in the exercise of any right, power or remedy accruing to any party as a result of any breach or default by any other party under this Agreement shall impair any such right, power or remedy, nor shall it be construed as a waiver of or acquiescence in any such breach or default, or of any similar breach or default occurring later; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default occurring before or after that waiver.

13.4 *Time*. Time is of the essence with respect to this Agreement.

13.5 *Reformation and Severability*. In case any provision of this Agreement shall be invalid, illegal or unenforceable, it shall, to the extent possible, be modified in such manner as to be valid, legal and enforceable but so as to most nearly retain the intent of the parties, and if such modification is not possible, such provision shall be severed from this Agreement, and in either case the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

13.6 *Further Acts and Assurances*. From and after the Closing, Seller, Buyers and Split-Off Subsidiary agree that each will act in a manner supporting compliance, including compliance by its Affiliates, with all of its obligations under this Agreement and, from time to time, shall, at the request of another party hereto, and without further consideration, cause the execution and delivery of such other instruments of conveyance, transfer, assignment or assumption and take such other action or execute such other documents as such party may reasonably request in order more effectively to convey, transfer to and vest in Buyers, and to put Split-Off Subsidiary in possession of, all Assigned Assets and Assigned Liabilities, and to convey, transfer to and vest in Seller and Buyers, and to them in possession of, the Purchase Price Securities and the Shares (respectively), and, in the case of any contracts and rights that cannot be effectively transferred without the consent or approval of another person that is unobtainable, to use its best reasonable efforts to ensure that Split-Off Subsidiary receives the benefits thereof to the maximum extent permissible in accordance with applicable law or other applicable restrictions, and shall perform such other acts which may be reasonably necessary to effectuate the purposes of this Agreement.

13.7 *Entire Agreement; Amendments*. This Agreement contains the entire understanding of the parties relating to the subject matter contained herein. This Agreement cannot be amended or changed except through a written instrument signed by all of the parties hereto and by PrivateCo. No provisions of this Agreement or any rights hereunder may be waived by any party without the prior written consent of PrivateCo.

13.8 *Assignment*. No party may assign his, her or its rights or obligations hereunder, in whole or in part, without the prior written consent of the other parties.

13.9 *Governing Law*. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to principles of conflicts or choice of laws thereof.

13.10 *Counterparts*. This Agreement may be executed in one or more counterparts, with the same effect as if all parties had signed the same document. Each such counterpart shall be an original, but all such counterparts taken together shall constitute a single agreement. In the event that any signature is delivered by facsimile transmission, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) the same with the same force and effect as if such facsimile signature page was an original thereof.

13.11 *Section Headings and Gender*. The section headings used herein are inserted for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other genders, whether used in the masculine, feminine or neuter and the singular shall include the plural, and vice versa, whenever and as often as may be appropriate.

13.12 *Third-Party Beneficiary*. Each of Seller, Buyers and Split-Off Subsidiary acknowledges and agrees that this Agreement is entered into for the express benefit of PrivateCo, and that PrivateCo is relying hereon and on the consummation of the transactions contemplated by this Agreement in entering into and performing its obligations under the Merger Agreement, and that PrivateCo shall be in all respects entitled to the benefit hereof and to enforce this Agreement as a result of any breach hereof.

13.13 *Specific Performance; Remedies*. Each of the parties to this Agreement acknowledges and agrees that, if any provision of this Agreement is not performed in accordance with its specific terms or is otherwise breached, irreparable damages would be incurred by the other parties to this Agreement and by PrivateCo. Accordingly, the parties to this Agreement agree that any party or PrivateCo will be entitled to seek an injunction or injunctions to prevent breaches of the provisions of this Agreement and to enforce specifically this Agreement and its terms and provisions in any action instituted in any court of the United States or any state thereof having jurisdiction over the parties and the matter, subject to Section 13.9, in addition to any other remedy to which they may be entitled, at law or in equity. Except as expressly provided herein, the rights, obligations and remedies created by this Agreement are cumulative and are in addition to any other rights, obligations or remedies otherwise available at law or in equity, and nothing herein will be considered an election of remedies.

13.14 *Submission to Jurisdiction; Process Agent; No Jury Trial*.

(a) Each party to the Agreement hereby submits to the jurisdiction of any state or federal court sitting in the Borough of Manhattan, City and State of New York, in any action arising out of or relating to this Agreement, and agrees that all claims in respect of the action may be heard and determined in any such court. Each party to the Agreement also agrees not to bring any action arising out of or relating to this Agreement in any other court. Each party to the Agreement agrees that a final judgment in any action so brought will be conclusive and may be enforced by action on the judgment or in any other manner provided at law or in equity. Each party to the Agreement waives any defense of inconvenient forum to the maintenance of any action so brought and waives any bond, surety or other security that might be required of any other party with respect thereto.

(b) EACH PARTY TO THIS AGREEMENT HEREBY AGREES TO WAIVE ITS RIGHTS TO JURY TRIAL OF ANY DISPUTE BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OTHER AGREEMENTS RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT OR ANY DEALINGS AMONG THEM RELATING TO THE TRANSACTIONS CONTEMPLATED HEREBY. The scope of this waiver is intended to be all encompassing of any and all actions that may be filed in any court and that relate to the subject matter of the transactions, including contract claims, tort claims, breach of duty claims and all other common law and statutory claims. Each party to the Agreement hereby acknowledges that this waiver is a material inducement to enter into a business relationship and that they will continue to rely on the waiver in their related future dealings. Each party to the Agreement further represents and warrants that it has reviewed this waiver with its legal counsel, and that each knowingly and voluntarily waives its jury trial rights following consultation with legal counsel. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, THIS WAIVER IS IRREVOCABLE, MEANING THAT IT MAY NOT BE MODIFIED ORALLY OR IN WRITING, AND THE WAIVER WILL APPLY TO ANY AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS AGREEMENT OR TO ANY OTHER DOCUMENTS OR AGREEMENTS RELATING HERETO. In the event of commencement of any action, this Agreement may be filed as a written consent to trial by a court.

13.15 *Construction*. The parties hereto have participated jointly in the negotiation and drafting of this Agreement. If an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the parties hereto and no presumption or burden of proof will arise favoring or disfavoring any party because of the authorship of any provision of this Agreement. Any reference to any federal, state, local or foreign law will be deemed also to refer to law as amended and all rules and regulations promulgated thereunder, unless the context requires otherwise. The words "**include**," "**includes**," and "**including**" will be deemed to be followed by "**without limitation**." The words "**this Agreement**," "**herein**," "**hereof**," "**hereby**," "**hereunder**," and words of similar import refer to this Agreement as a whole and not to any particular subdivision unless expressly so limited. The parties hereto intend that each representation, warranty and covenant contained herein will have independent significance. If any party hereto has breached any representation, warranty or covenant contained herein in any respect, the fact that there exists another representation, warranty or covenant relating to the same subject matter (regardless of the relative levels of specificity) which that party has not breached will not detract from or mitigate the fact that such party is in breach of the first representation, warranty or covenant.

[Signature page follows this page.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Split-Off Agreement as of the date and year above written.

SELLER:

PN MED GROUP INC.

By: */s/ Pedro Perez Niklitschek*
Name: PEDRO PEREZ NIKLITSCHEK
Title: President

SPLIT OFF SUBSIDIARY

By: */s/ Pedro Perez Niklitschek*
Name: PEDRO PEREZ NIKLITSCHEK
Title: President

BUYERS:

/s/ Pedro Perez Niklitschek
PEDRO PEREZ NIKLITSCHEK

/s/ Miguel Molina Urra
MIGUEL MOLINA URRA

EXHIBIT A

Buyers	Purchase Price Security	Number of Shares	Certificate No(s).
PEDRO PEREZ NIKLITSCHEK	$ 0.01	99	002
MIGUEL MOLINA URRA	$ 0.01	1	003

* Subject to adjustment for any stock splits or combinations effected after the date of this Agreement.

Exhibit 10.3

GENERAL RELEASE AGREEMENT

This **GENERAL RELEASE AGREEMENT** (this "Agreement"), dated as of January 15, 2014, is entered into by and among **PN MED GROUP, INC.** a Nevada corporation ("Seller"), PN Med Split Off Corp., a Delaware corporation ("Split-Off Subsidiary") and **PEDRO PEREZ NIKLITSCHEK and MIGUEL MOLINA URRA** (each a Buyer and, together, the "Buyers"). In consideration of the mutual benefits to be derived from this Agreement, the covenants and agreements set forth herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the execution and delivery hereof, the parties hereto hereby agree as follows:

1. Split-Off Agreement. This Agreement is executed and delivered by Split-Off Subsidiary pursuant to the requirements of Section 8.3 of that certain Split-Off Agreement (the "Split-Off Agreement") by and among Seller, Split-Off Subsidiary and Buyers as a condition precedent to the closing (the "Closing") of the Split-Off Agreement.

2. Release and Waiver by Split-Off Subsidiary. For and in consideration of the covenants and promises contained herein and in the Split-Off Agreement, the receipt and sufficiency of which are hereby acknowledged, Split-Off Subsidiary, on behalf of itself and its assigns, representatives and agents, if any, hereby covenants not to sue and fully, finally and forever completely releases Seller, along with its present, future and former officers, directors, stockholders, members, employees, agents, attorneys and representatives (collectively, the "Seller Released Parties"), of and from any and all claims, actions, obligations, liabilities, demands and/or causes of action, of whatever kind or character, whether now known or unknown, which Split-Off Subsidiary has or might claim to have against the Seller Released Parties for any and all injuries, harm, damages (actual and punitive), costs, losses, expenses, attorneys' fees and/or liability or other detriment, if any, whenever incurred or suffered by Split-Off Subsidiary arising from, relating to, or in any way connected with, any fact, event, transaction, action or omission that occurred or failed to occur on or prior to the date of the Closing.

3. Release and Waiver by Buyers. For and in consideration of the covenants and promises contained herein and in the Split-Off Agreement, the receipt and sufficiency of which are hereby acknowledged, each Buyer hereby covenants not to sue and fully, finally and forever completely releases the Seller Released Parties of and from any and all claims, actions, obligations, liabilities, demands and/or causes of action, of whatever kind or character, whether now known or unknown which Buyers have or might claim to have against the Seller Released Parties for any and all injuries, harm, damages (actual and punitive), costs, losses, expenses, attorneys' fees and/or liability or other detriment, if any, whenever incurred or suffered by each Buyer arising from, relating to, or in any way connected with, any fact, event, transaction, action or omission that occurred or failed to occur on or prior to the date of the Closing.

4. Additional Covenants and Agreements.

(a) Each of Split-Off Subsidiary and the Buyers, on the one hand, and Seller, on the other hand, waives and releases the other from any claims that this Agreement was procured by fraud or signed under duress or coercion so as to make this Agreement not binding.

(b) Each of the parties hereto acknowledges and agrees that the releases set forth herein do not include any claims the other party hereto may have against such party for such party's failure to comply with or breach of any provision in this Agreement or the Split-Off Agreement.

(c) Notwithstanding anything contained herein to the contrary, this Agreement shall not release or waive, or in any manner affect or void, any party's rights and obligations under the Split-Off Agreement.

5. Modification. This Agreement cannot be modified orally and can only be modified through a written document signed by both parties.

6. Severability. If any provision contained in this Agreement is determined to be void, illegal or unenforceable, in whole or in part, then the other provisions contained herein shall remain in full force and effect as if the provision that was determined to be void, illegal or unenforceable had not been contained herein.

7. Expenses. The parties hereto agree that each party shall pay its respective costs, including attorneys' fees, if any, associated with this Agreement.

8. Further Acts and Assurances. Split-Off Subsidiary and Buyers each agree that it will act in a manner supporting compliance, including compliance by its Affiliates, with all of its obligations under this Agreement and, from time to time, shall, at the request of Seller, and without further consideration, cause the execution and delivery of such other instruments of release or waiver and take such other action or execute such other documents as such party may reasonably request in order to confirm or effect the releases, waivers and covenants contained herein, and, in the case of any claims, actions, obligations, liabilities, demands and/or causes of action that cannot be effectively released or waived without the consent or approval of other persons or entities that is unobtainable, to use its best reasonable efforts to ensure that the Seller Released Parties receive the benefits thereof to the maximum extent permissible in accordance with applicable law or other applicable restrictions, and shall perform such other acts which may be reasonably necessary to effectuate the purposes of this Agreement. For the purposes of this Agreement, an "Affiliate" is a person or entity that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, another specified person or entity.

9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to principles of conflicts or choice of laws thereof.

10. **Entire Agreement.** This Agreement constitutes the entire understanding and agreement of Seller, Split-Off Subsidiary and Buyers and supersedes prior understandings and agreements, if any, among or between Seller, Split-Off Subsidiary and Buyers with respect to the subject matter of this Agreement, other than as specifically referenced herein. This Agreement does not, however, operate to supersede or extinguish any confidentiality, non-solicitation, non-disclosure or non-competition obligations owed by Split-Off Subsidiary or Buyers to Seller under any prior agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed this General Release Agreement as of the day and year first above written.

SELLER:

PN MED GROUP, INC.

By: */s/ Pedro Perez Niklitschek*
Name: Pedro Perez Niklitschek
Title: President

SPLIT OFF SUBSIDIARY

By: */s/ Pedro Perez Niklitschek*
Name: Pedro Perez Niklitschek
Title: President

BUYERS:

/s/ Pedro Perez Niklitschek
PEDRO PEREZ NIKLITSCHEK:

/s/ Miguel Molina Urra
MIGUEL MOLINA URRA

Exhibit 10.4

LOCK-UP AGREEMENT

This LOCK-UP AGREEMENT (this "Agreement") is made as of January 15, 2014 by and between the undersigned person or entity (the "Restricted Holder") and Ekso Bionics Holdings, Inc., a Nevada corporation formerly known as PN Med Group Inc. (the "Parent"). Capitalized terms used and not otherwise defined herein shall have the meanings given to such terms in the Merger Agreement (as defined herein).

WHEREAS, pursuant to the transactions contemplated under that certain Agreement and Plan of Merger and Reorganization, dated as of January 15, 2014 (the "Merger Agreement"), by and among the Parent, Ekso Acquisition Corp., a Delaware corporation (the "Acquisition Subsidiary"), and Ekso Bionics, Inc., a Delaware corporation (the "Company"), the Acquisition Subsidiary will merge with and into the Company, with the result of such merger being that the Company will be the surviving entity and become a wholly-owned subsidiary of the Parent, with all the Company stockholders exchanging their shares of Company Stock for shares of Parent Common Stock pursuant to the terms of the Merger Agreement (the "Merger");

WHEREAS, simultaneously with or prior to the closing of the Merger, Parent will complete a private placement offering (the "Private Placement Offering") of a minimum of 12,000,000 Units (as defined below) of its securities (including the conversion of $5,000,000 of senior subordinated convertible notes issued by the Company into Units accordance with the terms thereof), at a purchase price of $1.00 per Unit, each "Unit" consisting of one (1) share of the Parent Common Stock, and a warrant to purchase one (1) share of Common Stock at an exercise price of $2.00 per share for a term of five (5) years;

WHEREAS, the Restricted Holder will be an officer, director and/or key employee of the Parent immediately after the closing of the Merger and/or the Restricted Holder will be a beneficial owner of ten percent (10%) or more of the outstanding shares of Parent Common Stock immediately after the closing of the Merger and the Private Placement Offering; and

WHEREAS, the Merger Agreement provides that, among other things, all the shares of Parent Common Stock owned by the Restricted Holder immediately after the closing of the Merger (the "Restricted Securities") shall be subject to certain restrictions on Disposition (as defined herein) during the period of twenty-four (24) months immediately following the closing date of the Merger (the "Restricted Period"), subject to certain conditions all as more fully set forth herein.

NOW, THEREFORE, as an inducement to and in consideration of the Parent's agreement to enter into the Merger Agreement and proceed with the Merger, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Lock Up Period.

(a) During the Restricted Period, the Restricted Holder will not, directly or indirectly: (i) offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant for the sale of, make any short sale, lend or otherwise dispose of or transfer any Restricted Securities or (ii) enter into any swap or any other agreement or any transaction that transfers, in whole or in part, directly or indirectly, any of the economic consequences of ownership of any Restricted Securities (with the actions described in clause (i) or (ii) above being hereinafter referred to as a "Disposition"); provided, however, that if the Parent engages in an underwritten public offering of its equity or convertible securities prior to the end of the Restricted Period, the managing underwriter may waive the balance of the Restricted Period; provided, further however, that such Restricted Period shall be subject to earlier termination (x) with the written approval of the lead underwriter of any underwritten public offering of Parent's equity or convertible securities for gross proceeds to Parent of at least $25 million and (y) after twelve (12) months in respect of thirty percent (30%) of the Parent Common Stock held by such Restricted Holder if such Restricted Holder invested $500,000 or more in the Bridge Notes. The foregoing restrictions are expressly agreed to preclude the Restricted Holder from engaging in any hedging or other transaction which is designed to or which reasonably could be expected to lead to or result in a sale or disposition of any of the Restricted Securities of the Restricted Holder during the Restricted Period, even if such securities would be disposed of by someone other than the Restricted Holder.

(b) In addition, during the period of twenty-four (24) months immediately following the closing date of the Merger, the Restricted Holder will not, directly or indirectly, effect or agree to effect any short sale (as defined in Rule 200 under Regulation SHO of the Securities Exchange Act of 1934 (the "Exchange Act")), whether or not against the box, establish any "put equivalent position" (as defined in Rule 16a-1(h) under the Exchange Act) with respect to any shares of the Parent Common Stock, borrow or pre-borrow any shares of the Parent Common Stock, or grant any other right (including, without limitation, any put or call option) with respect to shares of the Parent Common Stock or with respect to any security that includes, is convertible into or exercisable for or derives any significant part of its value from shares of the Parent Common Stock or otherwise seek to hedge the Restricted Holder's position in the Parent Common Stock.

(c) Notwithstanding anything contained herein to the contrary, the Restricted Holder shall be permitted to engage in any Disposition (i) where the other party to such Disposition is another Restricted Holder and the transferee agrees in writing that the Restricted Securities shall continue to be subject to the restrictions on transfer set forth in this Agreement, (ii) where such Disposition is in connection with estate planning purposes, including, without limitation to an inter-vivos trust and the transferee takes title to such shares subject to the restrictions on transfer set forth in this Agreement, (iii) upon the written approval of the lead underwriter in any underwritten public offering of Parent's securities, or (iv) where such Disposition is to an affiliate of such Restricted Holder (including entities wholly owned by such Restricted Holder or one or more trusts where such Restricted Holder is the grantor of such trust(s)) as long as such affiliate executes a copy of this Agreement.

(d) Notwithstanding anything contained herein to the contrary, the restrictions contained in this Agreement shall not apply to any shares of Parent Common Stock acquired by Restricted Holder in the open market.

2. Legends; Stop Transfer Instructions.

(a) In addition to any legends to reflect applicable transfer restrictions under federal or state securities laws, each stock certificate representing Restricted Securities shall be stamped or otherwise imprinted with the following legend:

> "THE SECURITIES REPRESENTED HEREBY ARE SUBJECT TO THE TERMS AND CONDITIONS OF A LOCK-UP AGREEMENT, DATED AS OF JANUARY 15, 2014, BETWEEN THE HOLDER HEREOF AND THE ISSUER AND MAY ONLY BE SOLD OR TRANSFERRED IN ACCORDANCE WITH THE TERMS THEREOF."

(b) The Restricted Holder hereby agrees and consents to the entry of stop transfer instructions with the Parent's transfer agent and registrar against the transfer of the Restricted Securities or securities convertible into or exchangeable for Restricted Securities held by the Restricted Holder except in compliance with this Agreement.

3. Registration of Restricted Shares.

(a) During the Covered Period (as defined below), Parent shall not register for resale any of the shares of Parent Common Stock received by the Company stockholders in exchange for their shares of Company Common Stock pursuant to the Merger (the "Merger Shares") (for the sake of clarity, other than a registration on Form S-8 or other registration relating to shares of Parent Common Stock or any other class of Parent securities issuable upon exercise of employee stock options or in connection with any employee benefit plan or similar plan of Parent) unless the Restricted Holder is given at least ten (10) business days advance notice of such registration and the right during the ten (10) business day period following receipt of such notice to elect to include its Restricted Securities in such registration on a pari passu basis (including subject to cutback on a pari passu basis) with such other Merger Shares and in accordance with the plan of distribution intended by Parent for such registration statement. In the event that such registration involves an underwritten public offering of Parents securities, the right of the Restricted Holder to include its Restricted Shares in such registration shall be further conditioned upon the Restricted Holder's participation in such underwriting and the inclusion of such Restricted Holder's Restricted Shares in the underwriting on the terms set forth herein. The Restricted Holders permitted to sell any of their Parent Common Stock through such underwriting shall (together with Parent and any other stockholders of Parent selling their securities through such underwriting) enter into an underwriting agreement in customary form with the underwriter selected for such underwriting by Parent or such other selling stockholders, as applicable. Nothing contained herein shall require Parent to include any Merger Shares in any registration statement registering exclusively the resale of securities issued by Parent in the Private Placement Offering or otherwise limit the ability of Parent to grant demand, piggy-back or other registration rights to any other current or future stockholders of Parent.

(b) "Covered Period" shall mean the period beginning upon the closing date of the Merger and ending on the later of (i) the expiration of the Restricted Period and (ii) the date on which all Merger Shares held by the Restricted Holder are transferred by the Restricted Holder or may be sold under Rule 144 without volume limitations during any ninety (90) day period.

4. Miscellaneous.

(a) Periodic Reports. The Issuer shall be permitted to request from the Restricted Holder such person's brokerage statement summary with respect to the Restricted Securities covering any period during the Restricted Period.

(b) Specific Performance. The Restricted Holder agrees that in the event of any breach or threatened breach by the Restricted Holder of any covenant, obligation or other provision contained in this Agreement, then the Parent shall be entitled (in addition to any other remedy that may be available to the Parent) to: (i) a decree or order of specific performance or mandamus to enforce the observance and performance of such covenant, obligation or other provision; and (ii) an injunction restraining such breach or threatened breach. The Restricted Holder further agrees that neither the Parent nor any other person or entity shall be required to obtain, furnish or post any bond or similar instrument in connection with or as a condition to obtaining any remedy referred to in this Section 4, and the Restricted Holder irrevocably waives any right that he, she, or it may have to require the obtaining, furnishing or posting of any such bond or similar instrument.

(c) Other Agreements. Nothing in this Agreement shall limit any of the rights or remedies of the Parent under the Merger Agreement, or any of the rights or remedies of the Parent or any of the obligations of the Restricted Holder under any other agreement between the Restricted Holder and the Parent or any certificate or instrument executed by the Restricted Holder in favor of the Parent; and nothing in the Merger Agreement or in any other agreement, certificate or instrument shall limit any of the rights or remedies of the Parent or any of the obligations of the Restricted Holder under this Agreement.

(d) Notices. All notices, requests, demands, claims, and other communications hereunder shall be in writing. Any notice, request, demand, claim or other communication hereunder shall be deemed duly delivered four business days after it is sent by registered or certified mail, return receipt requested, postage prepaid, or one business day after it is sent for next business day delivery via a reputable nationwide overnight courier service, in each case to the intended recipient as set forth below:

If to the Parent:

Ekso Bionics Holdings, Inc.
1414 Harbour Way South, Suite 1201
Richmond, California 94804
Attn: Nathan Harding, CEO
Facsimile: (510) 927-2647

Copy to (which copy shall not constitute notice hereunder):

Gottbetter & Partners, LLP
488 Madison Avenue, 12th Floor
New York, NY 10022
Attention: Adam S. Gottbetter, Esq.
Telephone: (212) 400-6900
Facsimile: (212) 400-6901

If to the Restricted Holder:

To the address set forth on the signature page hereto.

Copy to (which copy shall not constitute notice hereunder):

_____

_____

_____

_____

Attn: _____

Facsimile: _____

Any Party may give any notice, request, demand, claim or other communication hereunder using any other means (including personal delivery, expedited courier, messenger service, telecopy, telex, ordinary mail or electronic mail), but no such notice, request, demand, claim or other communication shall be deemed to have been duly given unless and until it actually is received by the Party for whom it is intended. Any Party may change the address to which notices, requests, demands, claims, and other communications hereunder are to be delivered by giving the other Parties notice in the manner herein set forth.

(e) Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. If the final judgment of a court of competent jurisdiction declares that any term or provision hereof is invalid or unenforceable, the parties hereto agree that the court making such determination shall have the power to limit the term or provision, to delete specific words or phrases, or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Agreement shall be enforceable as so modified. In the event such court does not exercise the power granted to it in the prior sentence, the parties hereto agree to replace such invalid or unenforceable term or provision with a valid and enforceable term or provision that will achieve, to the extent possible, the economic, business and other purposes of such invalid or unenforceable term.

(f) Applicable Law; Jurisdiction. THIS AGREEMENT IS MADE UNDER, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO AGREEMENTS MADE AND TO BE PERFORMED SOLELY THEREIN, WITHOUT GIVING EFFECT TO PRINCIPLES OF CONFLICTS OF LAW. In any action between or among any of the parties arising out of this Agreement, (i) each of the parties irrevocably and unconditionally consents and submits to the exclusive jurisdiction and venue of the state and federal courts having jurisdiction over New York County, New York; (ii) if any such action is commenced in a state court, then, subject to applicable law, no party shall object to the removal of such action to any federal court having jurisdiction over New York County, New York; (iii) each of the parties irrevocably waives the right to trial by jury; and (iv) each of the parties irrevocably consents to service of process by first class certified mail, return receipt requested, postage prepared, to the address at which such party is to receive notice in accordance with this Agreement.

(g) Waiver; Termination. No failure on the part of the Parent to exercise any power, right, privilege or remedy under this Agreement, and no delay on the part of the Parent in exercising any power, right, privilege or remedy under this Agreement, shall operate as a waiver of such power, right, privilege or remedy; and no single or partial exercise of any such power, right, privilege or remedy shall preclude any other or further exercise thereof or of any other power, right, privilege or remedy. The Parent shall not be deemed to have waived any claim arising out of this Agreement, or any power, right, privilege or remedy under this Agreement, unless the waiver of such claim, power, right, privilege or remedy is expressly set forth in a written instrument duly executed and delivered on behalf of the Parent; and any such waiver shall not be applicable or have any effect except in the specific instance in which it is given. If the Merger Agreement is terminated, this Agreement shall thereupon terminate.

(h) Captions. The captions contained in this Agreement are for convenience of reference only, shall not be deemed to be a part of this Agreement and shall not be referred to in connection with the construction or interpretation of this Agreement.

(i) Further Assurances. The Restricted Holder hereby represents and warrants that the Restricted Holder has full power and authority to enter into this Agreement and that this Agreement constitutes the legal, valid and binding obligation of the Restricted Holder, enforceable in accordance with its terms. The Restricted Holder shall execute and/or cause to be delivered to the Parent such instruments and other documents and shall take such other actions as the Parent may reasonably request to effectuate the intent and purposes of this Agreement.

(j) Entire Agreement. This Agreement and the Merger Agreement collectively set forth the entire understanding of the Parent and the Restricted Holder relating to the subject matter hereof and supersedes all other prior agreements and understandings between the Parent and the Restricted Holder relating to the subject matter hereof.

(k) Non-Exclusivity. The rights and remedies of the Parent hereunder are not exclusive of or limited by any other rights or remedies which the Parent may have, whether at law, in equity, by contract or otherwise, all of which shall be cumulative (and not alternative).

(l) Amendments. This Agreement may not be amended, modified, altered or supplemented other than by means of a written instrument duly executed and delivered on behalf of the Parent and the Restricted Holder.

(m) Assignment. This Agreement and all obligations of the Restricted Holder hereunder are personal to the Restricted Holder and may not be transferred or delegated by the Restricted Holder at any time. The Parent may freely assign any or all of its rights under this Agreement, in whole or in part, to any successor entity without obtaining the consent or approval of the Restricted Holder.

(n) Binding Nature. Subject to Section 4(m) above, this Agreement will inure to the benefit of the Parent and its successors and assigns and will be binding upon the Restricted Holder and the Restricted Holder's representatives, executors, administrators, estate, heirs, successors and assigns.

(o) Survival. Each of the representations, warranties, covenants and obligations contained in this Agreement shall survive the consummation of the Merger.

(p) Counterparts. This Agreement may be executed in separate counterparts, each of which shall be deemed an original and both of which shall constitute one and the same instrument.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the date first set forth above.

EKSO BIONICS HOLDINGS, INC.

By: _____
Name: Pedro Niklitschek
Title: CEO

RESTRICTED HOLDER:

_____
(name)

_____
Name:
Title:

Address:

_____

_____

_____

Exhibit 10.5

SUBSCRIPTION AGREEMENT

PN Med Group Inc.[1]
San Isidro 250, Depot 618
Santiago, Chile 8240400

This Subscription Agreement (this "*Agreement*") has been executed by the subscriber set forth on the signature page hereof (the "*Subscriber*") in connection with the private placement offering (the "*Offering*") of a minimum of $12,000,000 (the "*Minimum Offering*") and a maximum of $20,000,000 (the "*Maximum Offering*") of Units of securities (the "*Units*"), plus up to an additional $5,000,000 of Units to cover over-allotments, issued by PN Med Group Inc., a Nevada corporation (the "*Company*"), at a purchase price of $1.00 per Unit (the "*Purchase Price*"). Each Unit consists of (i) one share of the Company's common stock, par value $0.001 per share ("*Common Stock*"), and (ii) a warrant, substantially in the form of Exhibit A hereto (the "*Warrant*"), representing the right to purchase one share of Common Stock, exercisable from issuance until five (5) years after the initial Closing of the Offering at an exercise price of $2.00 per share. This subscription is being submitted to you in accordance with and subject to the terms and conditions described in this Agreement, the Confidential and Non-Binding Summary Term Sheet of the Company dated November 27, 2013, relating to the Offering (as the same may be amended or supplemented, the "*Term Sheet*"), the Confidential Private Placement Memorandum of the Company dated December 6, 2013 (as the same may be amended or supplemented, the "*PPM*"), and any other Disclosure Materials (as defined below). The minimum subscription is $100,000 (100,000 Units). The Company may accept subscriptions for less than $100,000 in its sole discretion.

The Units being subscribed for pursuant to this Agreement have not been registered under the Securities Act of 1933, as amended (the "*Securities Act*"). The Offering is being made on a reasonable best efforts basis to "accredited investors," as defined in Regulation D under the Securities Act.

The Units are being offered and sold in connection with a reverse triangular merger (the "*Merger*") between a subsidiary of the Company and **Ekso Bionics, Inc.**, a Delaware corporation ("*Ekso*"), and certain other transactions, on the terms and conditions described in the PPM, pursuant to which Ekso will become a wholly owned subsidiary of the Company, and all of the outstanding Ekso stock will be converted into shares of the Company's Common Stock, and Ekso stock options and warrants will be converted into options and warrants to purchase the Company's Common Stock, as further described in the PPM. Prior to the first Closing (as defined below), the Company intends to change its name to "Ekso Bionics Holdings, Inc." or another name that reflects its intended new business.

In November 2013, Ekso completed a private placement to accredited investors of $5,000,000 of its senior subordinated secured convertible notes (the "*Bridge Notes*"). Upon closing of the Merger and the Minimum Offering, (i) the Bridge Notes will convert into 5,000,000 Units, and (ii) the holders of Bridge Notes will also receive warrants to purchase 2,500,000 shares of Common Stock, at an exercise price of $1.00 per share for a term of three (3) years (the "*Bridge Warrants*"). The aggregate principal amount of Bridge Notes (as defined below) converted upon the Merger will be included in the gross proceeds of the Offering for purposes of meeting the Minimum Offering and the Maximum Offering amounts.

The undersigned acknowledges receipt of a copy of the Registration Rights Agreement, substantially in the form of Exhibit B hereto (the "*Registration Rights Agreement*").

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[1] Intended to be renamed Ekso Bionics Holdings, Inc.

Each closing of the Offering (a "*Closing*," and the date on which such Closing occurs hereinafter referred to as the "*Closing Date*") shall take place at the offices of Gottbetter & Partners, LLP, at 488 Madison Avenue, New York, New York 10022 (or such other place as is mutually agreed to by the Company and the Placement Agent (as defined below)).

The initial Closing will not occur unless:

a. funds deposited in escrow as described in Section 2(b) below equal at least the Minimum Offering, and corresponding documentation with respect to such amounts has been delivered by Subscribers as described in Section 2(a) below; and

b. the Merger shall have been effected (or is simultaneously effected).

Thereafter, the Company may conduct one or more additional Closings for the sale of the Units until the termination of the Offering. Unless terminated earlier by the Company, the Offering shall continue until December 20, 2013, which date may be extended until January 17, 2014, by the Company, without notice to any Subscriber, past, current or prospective.

The PPM, the Term Sheet and any supplement or amendment thereto, and any disclosure schedule or other information document, delivered to the Subscriber prior to Subscriber's execution of this Agreement, and any such document delivered to the Subscriber after Subscriber's execution of this Agreement and prior to the Closing of the Subscriber's subscription hereunder, are collectively referred to as the "*Disclosure Materials*."

1. **Subscription.** The undersigned Subscriber hereby subscribes to purchase the number of Units set forth on the Omnibus Signature Page attached hereto, for the aggregate Purchase Price as set forth on such Omnibus Signature Page, subject to the terms and conditions of this Agreement and on the basis of the representations, warranties, covenants and agreements contained herein.

2. **Subscription Procedure.** To complete a subscription for the Units, the Subscriber must fully comply with the subscription procedure provided in this Section on or before the Closing Date.

   a. Subscription Documents. On or before the Closing Date, the Subscriber shall review, complete and execute the Omnibus Signature Page to this Agreement, the Investor Profile, Anti-Money Laundering Form and Investor Certification, attached hereto following the Omnibus Signature Page (collectively, the "*Subscription Documents*"), and deliver the Subscription Documents to the Company's attorneys, Gottbetter & Partners, LLP ("*G&P*"), at the address set forth under the caption "*How to subscribe for Units in the private offering of PN Med Group Inc.*" below. Executed documents may be delivered to G&P by facsimile or electronic mail (e-mail), if the Subscriber delivers the original copies of the documents to G&P as soon as practicable thereafter.

   b. Purchase Price**.** Simultaneously with the delivery of the Subscription Documents to G&P as provided herein, and in any event on or prior to the Closing Date, the Subscriber shall deliver to CSC Trust Company of Delaware, in its capacity as escrow agent (the "*Escrow Agent*"), the full Purchase Price by certified or other bank check or by wire transfer of immediately available funds, pursuant to the instructions set forth under the caption "*How to subscribe for Units in the private offering of PN Med Group Inc.*" below. Such funds will be held for the Purchaser's benefit and will be returned promptly, without interest or offset, if this Subscription Agreement is not accepted by the Company or the Offering is terminated pursuant to its terms by the Company prior to the Closing as defined herein.

c. Company Discretion. The Subscriber understands and agrees that the Company in its sole discretion reserves the right to accept or reject this or any other subscription for Units, in whole or in part, notwithstanding prior receipt by the Subscriber of notice of acceptance of this subscription. The Company shall have no obligation hereunder until the Company shall execute and deliver to the Subscriber an executed copy of this Agreement. If this subscription is rejected in whole, or the offering of Units is terminated, all funds received from the Subscriber will be returned without interest or offset, and this Agreement shall thereafter be of no further force or effect. If this subscription is rejected in part, the funds for the rejected portion of this subscription will be returned without interest or offset, and this Agreement will continue in full force and effect to the extent this subscription was accepted.

3. **Placement Agent.** Gottbetter Capital Markets, LLC, a broker-dealer licensed with the FINRA, has been engaged on an exclusive basis as placement agent (the "*Placement Agent*") for the Offering on a reasonable best efforts basis. The Placement Agent will be paid at closing a cash commission of 10% (or 2% in the case of certain named investors) of funds raised from investors introduced to the Offering by it and will receive warrants to purchase a number of shares of Common Stock equal to 10% (or 2% in the case of certain named investors) of the number of Units sold in the Offering to investors introduced to the Offering by it, with a term of five (5) years and at an exercise price of $1.00 per share (the "*Placement Agent Warrants*"). In connection with the sale of the Bridge Notes, Ekso paid the Placement Agent and its sub-agent, a cash commission of 10% of the funds raised and agreed to cause the Company issue to them, upon the closing of the Merger and the Minimum Offering, warrants to purchase a number of shares of the Company's common stock equal to 10% of the number of shares of Common Stock into which the Bridge Notes will convert at the closing of the Minimum Offering, with a term of five (5) years, at an exercise price of $1.00 per share (the "*Bridge Placement Agent Warrants*"). The Placement Agent will be paid an additional cash commission of 5% of funds received by the Company from the exercise of Bridge Warrants (as defined in the PPM) and Warrants issued to investors introduced by it resulting from a solicitation of the exercise of such warrants by the Company. Any sub-agent of the Placement Agent that introduced investors to the Bridge Notes or introduces investors to the Offering will be entitled to share in the cash fees and warrants attributable to those investors as described above, pursuant to the terms of an executed sub-agent agreement).

4. **Representations and Warranties of the Company**. The Company hereby represents and warrants to the Subscriber the following:

a) Organization and Qualification. The Company and each of its subsidiaries is a corporation or other business entity duly organized and validly existing in good standing under the laws of the jurisdiction of its formation, and has the requisite corporate power to own its properties and to carry on its business as now being conducted. The Company and each of its subsidiaries is duly qualified as a foreign corporation to do business and is in good standing in every jurisdiction in which the nature of the business conducted by it makes such qualification necessary, except to the extent that the failure to be so qualified or be in good standing would not have a Material Adverse Effect, as defined below. Each subsidiary of the Company, after giving effect to the Merger, is identified on Schedule 4a attached hereto. (For purposes of the representations and warranties contained in this Section 4, the term "*Subsidiary*" as applied to the Company includes Ekso and its subsidiaries on a pro forma basis giving effect to the Merger.

b) Authorization, Enforcement, Compliance with Other Instruments. (i) The Company has the requisite corporate power and authority to enter into and perform its obligations under this Agreement, the Warrants, the Registration Rights Agreement and each of the other agreements and documents that are exhibits hereto or thereto or are contemplated hereby or thereby or necessary or desirable to effect the transactions contemplated hereby or thereby (the "*Transaction Documents*") and to issue the shares of Common Stock contained in the Units (the "*Shares*") and the Warrants, and the shares of Common Stock issuable upon exercise of the Warrants (the "*Warrant Shares*"), in accordance with the terms hereof and thereof, (ii) the execution and delivery by the Company of each of the Transaction Documents and the consummation by it of the transactions contemplated hereby and thereby, including, without limitation, the issuance of the Shares, the Warrants and the Warrant Shares, have been, or will be at the time of execution of such Transaction Document, duly authorized by the Company's Board of Directors, and no further consent or authorization is, or will be at the time of execution of such Transaction Document, required by the Company, its respective Board of Directors or its stockholders, (iii) each of the Transaction Documents will be duly executed and delivered by the Company, (iv) the Transaction Documents when executed will constitute the valid and binding obligations of the Company enforceable against the Company in accordance with their terms, except as such enforceability may be limited by general principles of equity or applicable bankruptcy, insolvency, reorganization, moratorium, liquidation or similar laws relating to, or affecting generally, the enforcement of creditors' rights and remedies.

c) Capitalization. The authorized capital stock of the Company currently consists of 75,000,000 shares of Common Stock and no shares of preferred stock, and prior to the Merger, the authorized capital stock of the Company will consist of 500,000,000 shares of Common Stock and 10,000,000 shares of preferred stock. As of the date hereof the Company has 6,350,000 shares of Common Stock issued and outstanding. All of the outstanding shares of Common Stock and of the stock of each of the Company's Subsidiaries have been duly authorized, validly issued and are fully paid and nonassessable. After giving effect to the Merger: (i) no shares of capital stock of the Company or any of its Subsidiaries will be subject to preemptive rights or any other similar rights or any liens or encumbrances suffered or permitted by the Company; (ii) no shares of capital stock of the Company or any of its Subsidiaries will be subject to preemptive rights or any other similar rights or any liens or encumbrances suffered or permitted by the Company; (iii) there will be no outstanding options, warrants, scrip, rights to subscribe to, calls or commitments of any character whatsoever relating to, or securities or rights convertible into, any shares of capital stock of the Company or any of its Subsidiaries, or contracts, commitments, understandings or arrangements by which the Company or any of its subsidiaries is or may become bound to issue additional shares of capital stock of the Company or any of its subsidiaries or options, warrants, scrip, rights to subscribe to, calls or commitments of any character whatsoever relating to, or securities or rights convertible into, any shares of capital stock of the Company or any of its Subsidiaries, in each case, other than as set forth under "*Pro Forma Capitalization*" in the PPM, (iv) there will be no outstanding debt securities other than indebtedness as set forth in Schedule 4n, (v) other than pursuant to the Registration Rights Agreement, there will be no agreements or arrangements under which the Company or any of its Subsidiaries is obligated to register the sale of any of their securities under the Securities Act, and (vi) there will be no outstanding registration statements, and there will be no outstanding comment letters from the SEC or any other regulatory agency; (vii) except as provided in this Agreement, there are no securities or instruments containing anti-dilution or similar provisions that will be triggered by the issuance of the Units as described in this Agreement; (viii) no co-sale right, right of first refusal or other similar right exists with respect to the Units (or will exist with respect to the Warrant Shares) or the issuance and sale thereof; and (ix) the issue and sale of the Units (and the Warrant Shares) will not result in a right of any holder of Company securities to adjust the exercise, exchange or reset price under such securities. Immediately after giving effect to the Merger and the Closing of the Minimum Offering or the Maximum Offering, the pro forma outstanding capitalization of the Company will be as set forth under "*Pro Forma Capitalization*" in the PPM. Upon request, the Company will make available to the Subscriber true and correct copies of the Company's Certificate of Incorporation, and as in effect on the date hereof (the "Certificate of Incorporation"), and the Company's By-laws, as in effect on the date hereof (the "By-laws"), and the terms of all securities exercisable for Common Stock and the material rights of the holders thereof in respect thereto other than stock options issued to employees and consultants.

d) Issuance of Securities. The Shares and the Warrants are duly authorized and, upon issuance in accordance with the terms hereof, shall be duly issued, fully paid and nonassessable, and are free from all taxes, liens and charges with respect to the issue thereof. Upon issuance of the Warrant Shares upon exercise of the Warrants, against payment therefor and in accordance with the terms of the Warrants, the Warrant Securities will be duly issued, fully paid and nonassessable, and will be free from all taxes, liens and charges with respect to the issue thereof.

e) No Conflicts. The execution, delivery and performance of each of the Transaction Documents by the Company, and the consummation by the Company of the transactions contemplated hereby and thereby will not (i) result in a violation of the Certificate of Incorporation or the By-laws (or equivalent constitutive document) of the Company or any of its Subsidiaries or (ii) violate or conflict with, or result in a breach of any provision of, or constitute a default (or an event which with notice or lapse of time or both would become a default) under, or give to others any rights of termination, amendment, acceleration or cancellation of, any agreement, indenture or instrument to which the Company or any Subsidiary is a party, or result in a violation of any law, rule, regulation, order, judgment or decree (including U.S. federal and state securities laws and regulations) applicable to the Company or any Subsidiary or by which any property or asset of the Company or any Subsidiary is bound or affected except for those which could not reasonably be expected to have a material adverse effect on the assets, business, condition (financial or otherwise), results of operations or future prospects of the Company and its Subsidiaries taken as a whole (a "Material Adverse Effect"). Except those which could not reasonably be expected to have a Material Adverse Effect, neither the Company nor any Subsidiary is in violation of any term of or in default under its constitutive documents. Except those which could not reasonably be expected to have a Material Adverse Effect, neither the Company nor any Subsidiary is in violation of any term of or in default under any material contract, agreement, mortgage, indebtedness, indenture, instrument, judgment, decree or order or any statute, rule or regulation applicable to the Company or any Subsidiary. The business of the Company and its Subsidiaries is not being conducted, and shall not be conducted in violation of any material law, ordinance, or regulation of any governmental entity, except for any violation which could not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect. Except as specifically contemplated by this Agreement and as required under the Securities Act and any applicable state securities laws, neither the Company nor any of its Subsidiaries is required to obtain any consent, authorization or order of, or make any filing or registration with, any court or governmental agency in order for it to execute, deliver or perform any of its obligations under or contemplated by this Agreement or the other Transaction Documents in accordance with the terms hereof or thereof. Except as set forth on Schedule 4e, neither the execution and delivery by the Company of the Transaction Documents, nor the consummation by the Company of the transactions contemplated hereby or thereby, will require any notice, consent or waiver under any contract or instrument to which the Company or any Subsidiary is a party or by which the Company or any Subsidiary is bound or to which any of their assets is subject, except for any notice, consent or waiver the absence of which would not have a Material Adverse Effect and would not adversely affect the consummation of the transactions contemplated hereby or thereby. All consents, authorizations, orders, filings and registrations which the Company or any of its Subsidiaries is required to obtain pursuant to the preceding two sentences have been or will be obtained or effected on or prior to the Closing. The Company is unaware of any facts or circumstance, which might give rise to any of the foregoing.

f) Absence of Litigation. There is no action, suit, proceeding, inquiry or investigation before or by any court, public board, government agency, self-regulatory organization or body now pending or, to the knowledge of the Company, threatened, against or affecting the Company or any of its Subsidiaries, wherein an unfavorable decision, ruling or finding would (i) adversely affect the validity or enforceability of, or the authority or ability of the Company or any of its Subsidiaries to perform its obligations under, this Agreement or any of the other Transaction Documents, or (ii) have a Material Adverse Effect.

g) Acknowledgment Regarding Subscriber's Purchase of the Units. The Company acknowledges and agrees that each Subscriber is acting solely in the capacity of an arm's length purchaser with respect to the Transaction Documents and the transactions contemplated hereby and thereby. The Company further acknowledges that each Subscriber is not acting as a financial advisor or fiduciary of the Company (or in any similar capacity) with respect to the Transaction Documents and the transactions contemplated hereby and thereby and any advice given by such Subscriber or any of their respective representatives or agents in connection with the Transaction Documents and the transactions contemplated hereby and thereby is merely incidental to such Subscriber's purchase of the Units (and the Warrant Shares). The Company further represents to the Subscribers that the Company's decision to enter into the Transaction Documents has been based solely on the independent evaluation by the Company and its representatives.

h) No General Solicitation. Neither the Company, nor any of its affiliates, nor any person acting on its or their behalf, has engaged in any form of general solicitation or general advertising (within the meaning of Regulation D) in connection with the offer or sale of the Units.

i) No Integrated Offering. Neither the Company, nor any of its affiliates, nor any person acting on its or their behalf has, directly or indirectly, made any offers or sales of any security or solicited any offers to buy any security, under circumstances that would require registration of the Units or the securities contained therein under the Securities Act or cause this offering of the Units or the securities contained therein to be integrated with prior offerings by the Company for purposes of the Securities Act.

j) Employee Relations. Neither Company nor any Subsidiary is involved in any labor dispute nor, to the knowledge of the Company, is any such dispute threatened. Neither Company nor any Subsidiary is party to any collective bargaining agreement. The Company's and/or its Subsidiaries' employees are not members of any union, and the Company and its Subsidiaries' relationship with their respective employees is good.

k) Intellectual Property Rights. Except as set forth on Schedule 4k, the Company and its Subsidiaries own or possess all patents, trademarks, domain names (whether or not registered) and any patentable improvements or copyrightable derivative works thereof, websites and intellectual property rights relating thereto, service marks, trade names, copyrights, licenses and authorizations, and all rights with respect to the foregoing, which are necessary for the conduct of its business as now conducted without any conflict with the rights of others except for such conflicts that would not result in a Material Adverse Effect. Neither Company nor any Subsidiary has received any notice of infringement of, or conflict with, the asserted rights of others with respect to any intellectual property that it utilizes.

l) Environmental Laws.

(i) The Company and each Subsidiary has complied with all applicable Environmental Laws (as defined below), except for violations of Environmental Laws that, individually or in the aggregate, have not had and would not reasonably be expected to have a Material Adverse Effect. There is no pending or, to the knowledge of the Company, threatened civil or criminal litigation, written notice of violation, formal administrative proceeding, or investigation, inquiry or information request, relating to any Environmental Law involving the Company or any Subsidiary, except for litigation, notices of violations, formal administrative proceedings or investigations, inquiries or information requests that, individually or in the aggregate, have not had and would not reasonably be expected to have a Material Adverse Effect. For purposes of this Agreement, "Environmental Law" means any national, state, provincial or local law, statute, rule or regulation or the common law relating to the environment or occupational health and safety, including without limitation any statute, regulation, administrative decision or order pertaining to (i) treatment, storage, disposal, generation and transportation of industrial, toxic or hazardous materials or substances or solid or hazardous waste; (ii) air, water and noise pollution; (iii) groundwater and soil contamination; (iv) the release or threatened release into the environment of industrial, toxic or hazardous materials or substances, or solid or hazardous waste, including without limitation emissions, discharges, injections, spills, escapes or dumping of pollutants, contaminants or chemicals; (v) the protection of wild life, marine life and wetlands, including without limitation all endangered and threatened species; (vi) storage tanks, vessels, containers, abandoned or discarded barrels, and other closed receptacles; (vii) health and safety of employees and other persons; and (viii) manufacturing, processing, using, distributing, treating, storing, disposing, transporting or handling of materials regulated under any law as pollutants, contaminants, toxic or hazardous materials or substances or oil or petroleum products or solid or hazardous waste. As used above, the terms "release" and "environment" shall have the meaning set forth in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended.

(ii) To the knowledge of the Company there is no material environmental liability with respect to any solid or hazardous waste transporter or treatment, storage or disposal facility that has been used by the Company or any Subsidiary.

(iii) The Company and its Subsidiaries (i) have received all permits, licenses or other approvals required of them under applicable Environmental Laws to conduct their respective businesses and (ii) are in compliance with all terms and conditions of any such permit, license or approval.

m) Permits; FDA Compliance. The Company and its Subsidiaries have all authorizations, approvals, clearances, licenses, permits, certificates or exemptions (including manufacturing approvals and authorizations, pricing and reimbursement approvals, labeling approvals, registration notifications or their foreign equivalent) issued by any regulatory authority or governmental agency (collectively, "*Permits*") required to conduct their respective businesses as currently conducted except to the extent that the failure to have such Permits would not have a Material Adverse Effect. The conduct of business by the Company complies, and at all times has substantially complied, in all material respects with the Federal Food, Drug and Cosmetic Act (the "*FDCA*") and similar federal, state and foreign laws applicable to the evaluation, testing, manufacturing, distribution, advertising and marketing of each of the Company's medical device products, in whatever stage of development or commercialization except to the extent that the failure to so comply would not have a Material Adverse Effect. To the knowledge of the Company, as of the date hereof, neither the United States Food and Drug Administration (the "*FDA*") nor any comparable regulatory authority or governmental agency is considering limiting, suspending or revoking any such Permit or changing the marketing classification or labeling of the products of the Company or any of its Subsidiaries. To the knowledge of the Company, there is no false or misleading information or material omission in any product application or other submission by the Company or any of its Subsidiaries to the FDA or any comparable regulatory authority or governmental agency. The Company or its Subsidiaries have fulfilled and performed in all material respects their obligations under each Permit, and, as of the date hereof, to the knowledge of the Company, no event has occurred or condition or state of facts exists which would constitute a breach or default or would cause revocation or termination of any such Permit except to the extent that such breach, default, revocation or termination would not have a Material Adverse Effect. To the knowledge of the Company, any third party that is a manufacturer or contractor for the Company or any of its Subsidiaries is in compliance in all material respects with all Permits insofar as they pertain to the manufacture of product components or products for the Company. The Company and its Subsidiaries have not received any Form FDA-483, notice of adverse finding, FDA warning letter, notice of violation or "untitled letter," notice of FDA action for import detention or refusal, or any other notice from the FDA or other governmental agency alleging or asserting noncompliance with any applicable laws or Permits. The Company and its Subsidiaries are not subject to any obligation arising under an administrative or regulatory action, FDA inspection, FDA warning letter, FDA notice of violation letter or other notice, response or commitment made to or with the FDA or any comparable regulatory authority or governmental agency. The Company and its Subsidiaries have made all notifications, submissions and reports required by the FDCA or similar federal, state and foreign laws, except to the extent that the failure to make such notifications, submission or reports would not have a Material Adverse Effect.

n) Title. Neither the Company nor any of its Subsidiaries owns any real property. Except as set forth on Schedule 4n, each of the Company and its Subsidiaries has good and marketable title to all of its personal property and assets free and clear of any material restriction, mortgage, deed of trust, pledge, lien, security interest or other charge, claim or encumbrance which would have a Material Adverse Effect. Except as set forth on Schedule 4n, with respect to properties and assets it leases, each of the Company and its Subsidiaries is in material compliance with such leases and holds a valid leasehold interest free of any liens, claims or encumbrances which would have a Material Adverse Effect.

o) No Material Adverse Breaches, etc. Neither Company nor any Subsidiary is subject to any charter, corporate or other legal restriction, or any judgment, decree, order, rule or regulation which in the judgment of the Company's officers has or is expected in the future to have a Material Adverse Effect. Neither Company nor any Subsidiary is in breach of any contract or agreement which breach, in the judgment of the Company's officers, has or is expected to have a Material Adverse Effect.

p) Tax Status. The Company and each Subsidiary has made and filed (taking into account any valid extensions) all material federal and state income and all other material tax returns, reports and declarations required by any jurisdiction to which it is subject and (unless and only to the extent that the Company or such Subsidiary has set aside on its books provisions reasonably adequate for the payment of all unpaid and unreported taxes) has paid all taxes and other governmental assessments and charges that are material in amount, shown or determined to be due on such returns, reports and declarations, except those being contested in good faith and has set aside on its books provision reasonably adequate for the payment of all taxes for periods subsequent to the periods to which such returns, reports or declarations apply. There are no unpaid taxes in any material amount claimed to be due from the Company or any Subsidiary by the taxing authority of any jurisdiction, and the officers of the Company know of no basis for any such claim.

q) Certain Transactions. Except for arm's length transactions pursuant to which the Company or any Subsidiary makes payments in the ordinary course of business upon terms no less favorable than it could obtain from third parties, none of the officers, directors, or employees of the Company or any Subsidiary is presently a party to any transaction with the Company or any Subsidiary (other than for services as employees, officers and directors), including any contract, agreement or other arrangement providing for the furnishing of services to or by, providing for rental of real or personal property to or from, or otherwise requiring payments to or from any officer, director or such employee or, to the knowledge of the Company, any corporation, partnership, trust or other entity in which any officer, director, or any such employee has a substantial interest or is an officer, director, trustee or partner.

r) Rights of First Refusal. Except as set forth on Schedule 4e, the Company is not obligated to offer the securities offered hereunder on a right of first refusal basis or otherwise to any third parties including, but not limited to, current or former stockholders of the Company, underwriters, brokers, agents or other third parties.

s) Reliance. The Company acknowledges that the Subscriber is relying on the representations and warranties made by the Company hereunder and that such representations and warranties are a material inducement to the Subscriber purchasing the Units. The Company further acknowledges that without such representations and warranties of the Company made hereunder, the Subscribers would not enter into this Agreement.

t. Brokers' Fees. Except as set forth on Schedule 4t, the Company does not have any liability or obligation to pay any fees or commissions to any broker, finder or agent with respect to the transactions contemplated by this Agreement, except for the payment of fees to the Placement Agent as described below

u. SEC Reports. The Company has filed all reports, schedules, forms, statements and other documents required to be filed by the Company under the Securities Exchange Act of 1934, as amended, including pursuant to Section 13(a) or 15(d) thereof, for the two years preceding the date hereof (or such shorter period as the Company was required by law or regulation to file such material).

5. **Representations and Warranties of the Subscriber.** The Subscriber represents and warrants to the Company the following:

a. The Subscriber, its advisers, if any, and its designated representatives, if any, have the knowledge and experience in financial and business matters necessary to evaluate the merits and risks of its prospective investment in the Company, and have carefully reviewed and understand the risks of, and other considerations relating to, the purchase of Units and the tax consequences of the investment, and have the ability to bear the economic risks of the investment.

b. The Subscriber is acquiring the Units, and upon exercise of the Warrants, the Warrant Shares, for investment for its own account and not with the view to, or for resale in connection with, any distribution thereof. The Subscriber understands and acknowledges that the Units, the Shares and the Warrants have not been, and the Warrant Shares will not be, registered under the Securities Act or any state securities laws, by reason of a specific exemption from the registration provisions of the Securities Act and applicable state securities laws, which depends upon, among other things, the bona fide nature of the investment intent as expressed herein. The Subscriber further represents that it does not have any contract, undertaking, agreement or arrangement with any person to sell, transfer or grant participation to any third person with respect to any of the Units, the Shares, the Warrants or the Warrant Shares. The Subscriber understands and acknowledges that the offering of the Units pursuant to this Agreement will not be registered under the Securities Act nor under the state securities laws on the ground that the sale provided for in this Agreement and the issuance of securities hereunder is exempt from the registration requirements of the Securities Act and any applicable state securities laws.

c. The Subscriber is an "accredited investor" as defined in Rule 501 of Regulation D as promulgated by the Securities and Exchange Commission under the Securities Act, for the reason(s) specified on the **Accredited Investor Certification** attached hereto as completed by Subscriber, and Subscriber shall submit to the Company such further assurances of such status as may be reasonably requested by the Company. The Subscriber resides in the jurisdiction set forth on the Subscriber's Omnibus Signature Page affixed hereto.

d. The Subscriber (i) if a natural person, represents that he or she is the greater of (A) 21 years of age or (B) the age of legal majority in his or her jurisdiction of residence, and has full power and authority to execute and deliver this Agreement and all other related agreements or certificates and to carry out the provisions hereof and thereof; (ii) if a corporation, partnership, or limited liability company or partnership, or association, joint stock company, trust, unincorporated organization or other entity, represents that such entity was not formed for the specific purpose of acquiring the Units, such entity is duly organized, validly existing and in good standing under the laws of the state of its organization, the consummation of the transactions contemplated hereby is authorized by, and will not result in a violation of state law or its charter or other organizational documents, such entity has full power and authority to execute and deliver this Agreement and all other related agreements or certificates and to carry out the provisions hereof and thereof and to purchase and hold the Units, the execution and delivery of this Agreement has been duly authorized by all necessary action, this Agreement has been duly executed and delivered on behalf of such entity and is a legal, valid and binding obligation of such entity; or (iii) if executing this Agreement in a representative or fiduciary capacity, represents that it has full power and authority to execute and deliver this Agreement in such capacity and on behalf of the subscribing individual, ward, partnership, trust, estate, corporation, or limited liability company or partnership, or other entity for whom the Subscriber is executing this Agreement, and such individual, partnership, ward, trust, estate, corporation, or limited liability company or partnership, or other entity has full right and power to perform pursuant to this Agreement and make an investment in the Company, and represents that this Agreement constitutes a legal, valid and binding obligation of such entity. The execution and delivery of this Agreement will not violate or be in conflict with any order, judgment, injunction, agreement or controlling document to which the Subscriber is a party or by which it is bound.

e. The Subscriber understands that the Units are being offered and sold to it in reliance on specific exemptions from the registration requirements of United States federal and state securities laws and that the Company is relying in part upon the truth and accuracy of, and such Subscriber's compliance with, the representations, warranties, agreements, acknowledgments and understandings of such Subscriber set forth herein in order to determine the availability of such exemptions and the eligibility of such Subscriber to acquire such securities.

f. The Subscriber understands that no public market now exists, and there never will be a public market for, the Units, that a limited public market for the Company's Common Stock exists and that there can be no assurance that an active public market for the Common Stock will exist or continue to exist.

g. The Subscriber, its advisers, if any, and its designated representatives, if any, have received and reviewed information about the Company, including all Disclosure Materials, and have had an opportunity to discuss the Company's business, management and financial affairs with its management. The Subscriber understands that such discussions, as well as any Disclosure Material provided by the Company, were intended to describe the aspects of the Company's business and prospects which the Company believes to be material, but were not necessarily a thorough or exhaustive description, and except as expressly set forth in this Agreement, the Company makes no representation or warranty with respect to the completeness of such information and makes no representation or warranty of any kind with respect to any information provided by any entity other than the Company. Some of such information may include projections as to the future performance of the Company, which projections may not be realized, may be based on assumptions which may not be correct and may be subject to numerous factors beyond the Company's control. Additionally, the Subscriber understands and represents that it is purchasing the Units notwithstanding the fact that the Company may disclose in the future certain material information the Subscriber has not received, including (without limitation) financial statements of the Company and or Ekso for the current or prior fiscal periods, and any subsequent period financial statements that will be filed with the Securities and Exchange Commission, that it is not relying on any such information in connection with its purchase of the Units and that it waives any right of action with respect to the nondisclosure to it prior to its purchase of the Units of any such information. Each Subscriber has sought such accounting, legal and tax advice as it has considered necessary to make an informed investment decision with respect to its acquisition of the Units.

h. As of the Closing, all actions on the part of Subscriber, and its officers, directors and partners, if applicable, necessary for the authorization, execution and delivery of this Agreement and the Registration Rights Agreement and the performance of all obligations of the Subscriber hereunder and thereunder shall have been taken, and this Agreement and the Registration Rights Agreement, assuming due execution by the parties hereto and thereto, constitute valid and legally binding obligations of the Subscriber, enforceable in accordance with their respective terms, subject to: (i) judicial principles limiting the availability of specific performance, injunctive relief, and other equitable remedies and (ii) bankruptcy, insolvency, reorganization, moratorium or other similar laws now or hereafter in effect generally relating to or affecting creditors' rights.

i. Subscriber represents that neither it nor, to its knowledge, any person or entity controlling, controlled by or under common control with it, nor any person having a beneficial interest in it, nor any person on whose behalf the Subscriber is acting: (i) is a person listed in the Annex to Executive Order No. 13224 (2001) issued by the President of the United States (Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism); (ii) is named on the List of Specially Designated Nationals and Blocked Persons maintained by the U.S. Office of Foreign Assets Control; (iii) is a non-U.S. shell bank or is providing banking services indirectly to a non-U.S. shell bank; (iv) is a senior non-U.S. political figure or an immediate family member or close associate of such figure; or (v) is otherwise prohibited from investing in the Company pursuant to applicable U.S. anti-money laundering, anti-terrorist and asset control laws, regulations, rules or orders (categories (i) through (v), each a "*Prohibited Subscriber*"). The Subscriber agrees to provide the Company, promptly upon request, all information that the Company reasonably deems necessary or appropriate to comply with applicable U.S. anti-money laundering, anti-terrorist and asset control laws, regulations, rules and orders. The Subscriber consents to the disclosure to U.S. regulators and law enforcement authorities by the Company and its affiliates and agents of such information about the Subscriber as the Company reasonably deems necessary or appropriate to comply with applicable U.S. antimony laundering, anti-terrorist and asset control laws, regulations, rules and orders. If the Subscriber is a financial institution that is subject to the USA Patriot Act, the Subscriber represents that it has met all of its obligations under the USA Patriot Act. The Subscriber acknowledges that if, following its investment in the Company, the Company reasonably believes that the Subscriber is a Prohibited Subscriber or is otherwise engaged in suspicious activity or refuses to promptly provide information that the Company requests, the Company has the right or may be obligated to prohibit additional investments, segregate the assets constituting the investment in accordance with applicable regulations or immediately require the Subscriber to transfer the Shares, Warrants and/or the Warrant Shares. The Subscriber further acknowledges that the Subscriber will have no claim against the Company or any of its affiliates or agents for any form of damages as a result of any of the foregoing actions.

If the Subscriber is affiliated with a non-U.S. banking institution (a "*Foreign Bank*"), or if the Subscriber receives deposits from, makes payments on behalf of, or handles other financial transactions related to a Foreign Bank, the Subscriber represents and warrants to the Company that: (1) the Foreign Bank has a fixed address, other than solely an electronic address, in a country in which the Foreign Bank is authorized to conduct banking activities; (2) the Foreign Bank maintains operating records related to its banking activities; (3) the Foreign Bank is subject to inspection by the banking authority that licensed the Foreign Bank to conduct banking activities; and (4) the Foreign Bank does not provide banking services to any other Foreign Bank that does not have a physical presence in any country and that is not a regulated affiliate.

j. The Subscriber or its duly authorized representative realizes that because of the inherently speculative nature of businesses of the kind conducted and contemplated by the Company, the Company's financial results may be expected to fluctuate from month to month and from period to period and will, generally, involve a high degree of financial and market risk that could result in substantial or, at times, even total losses for investors in securities of the Company.

k. The Subscriber has adequate means of providing for its current and anticipated financial needs and contingencies, is able to bear the economic risk for an indefinite period of time and has no need for liquidity of the investment in the Units and could afford complete loss of such investment.

l. The Subscriber is not subscribing for Units as a result of or subsequent to any advertisement, article, notice or other communication, published in any newspaper, magazine or similar media or broadcast over television, radio, or the internet, or presented at any seminar or meeting, or any solicitation of a subscription by a person not previously known to the Subscriber in connection with investments in securities generally.

m. The Subscriber acknowledges that U.S. federal or state agency or any other government or governmental agency has passed upon the Units, the Shares, the Warrants or the Warrant Shares or made any finding or determination as to the fairness, suitability or wisdom of any investments therein.

n. The Subscriber agrees to be bound by all of the terms and conditions of the Registration Rights Agreement and to perform all obligations thereby imposed upon it.

o. All of the information that the Subscriber has heretofore furnished or which is set forth herein is correct and complete as of the date of this Agreement, and, if there should be any material change in such information prior to the admission of the undersigned to the Company, the Subscriber will immediately furnish revised or corrected information to the Company.

p. **(For ERISA plans only)** The fiduciary of the ERISA plan (the "*Plan*") represents that such fiduciary has been informed of and understands the Company's investment objectives, policies and strategies, and that the decision to invest "plan assets" (as such term is defined in ERISA) in the Company is consistent with the provisions of ERISA that require diversification of plan assets and impose other fiduciary responsibilities. The Subscriber fiduciary or Plan (a) is responsible for the decision to invest in the Company; (b) is independent of the Company or any of its affiliates; (c) is qualified to make such investment decision; and (d) in making such decision, the Purchaser fiduciary or Plan has not relied primarily on any advice or recommendation of the Company or any of its affiliates.

6. **Transfer Restrictions**. The Subscriber acknowledges and agrees as follows:

a. The Units, the Shares, the Warrants and the Warrant Shares have not been registered for sale under the Securities Act, in reliance on the private offering exemption in Section 4(2) thereof; the Company does not currently intend to register the Units, the Shares, the Warrants or the Warrant Shares under the Securities Act at any time in the future; and the undersigned will not immediately be entitled to the benefits of Rule 144 with respect to the Units, the Shares, the Warrants and the Warrant Shares.

b. The Subscriber understands that there are substantial restrictions on the transferability of the Shares, the Warrants and the Warrant Shares (collectively, the "*Securities*") that the certificates representing the Securities shall bear a restrictive legend in substantially the following form (or in the case of the Warrants, as shown on the form of Warrant attached hereto) (and a stop-transfer order may be placed against transfer of such certificates or other instruments):

THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR ANY STATE SECURITIES LAWS, AND NEITHER SUCH SECURITIES NOR ANY INTEREST THEREIN MAY BE OFFERED, SOLD, PLEDGED, ASSIGNED OR OTHERWISE TRANSFERRED UNLESS (1) A REGISTRATION STATEMENT WITH RESPECT THERETO IS EFFECTIVE UNDER THE SECURITIES ACT AND ANY APPLICABLE STATE SECURITIES LAWS, OR (2) AN EXEMPTION FROM SUCH REGISTRATION EXISTS AND THE COMPANY RECEIVES AN OPINION OF COUNSEL TO THE HOLDER OF SUCH SECURITIES, WHICH COUNSEL AND OPINION ARE SATISFACTORY TO THE COMPANY, THAT SUCH SECURITIES MAY BE OFFERED, SOLD, PLEDGED, ASSIGNED OR TRANSFERRED IN THE MANNER CONTEMPLATED WITHOUT AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OR APPLICABLE STATE SECURITIES LAWS. HEDGING TRANSACTIONS INVOLVING THESE SECURITIES MAY NOT BE CONDUCTED UNLESS IN COMPLIANCE WITH THE SECURITIES ACT.

The legend set forth above shall be removed and the Company shall issue a certificate without such legend to the holder of the Securities upon which it is stamped, if (a) such Shares are sold pursuant to a registration statement under the Securities Act, or (b) such holder delivers to the Company an opinion of counsel, reasonably acceptable to the Company, that a disposition of the Securities is being made pursuant to an exemption from such registration and that the Securities, after such transfer, shall no longer be "restricted securities" within the meaning of Rule 144.

c. Each Subscriber understands that prior to the Merger, the Company will be a "shell company" as defined in Rule 12b-2 under the Securities Exchange Act of 1934, as amended (the "*Exchange Act*"), and that upon the filing of a Current Report on Form 8-K reporting the consummation of the Merger and the Transactions and otherwise containing Form 10 information discussed below, the Company will cease to be a shell company. Pursuant to Rule 144(i), securities issued by a current or former shell company (that is, the Securities) that otherwise meet the holding period and other requirements of Rule 144 nevertheless cannot be sold in reliance on Rule 144 until one year after the Company (a) is no longer a shell company; and (b) has filed current "Form 10 information" (as defined in Rule 144(i)) with the SEC reflecting that it is no longer a shell company, and provided that at the time of a proposed sale pursuant to Rule 144, the Company is subject to the reporting requirements of Section 13 or 15(d) of the Exchange Act and has filed all reports and other materials required to be filed by Section 13 or 15(d) of the Exchange Act, as applicable, during the preceding 12 months (or for such shorter period that the issuer was required to file such reports and materials), other than Form 8-K reports. As a result, the restrictive legends on certificates for the Securities cannot be removed except in connection with an actual sale meeting the foregoing requirements or pursuant to an effective registration statement.

7. **Indemnification.** The Subscriber agrees to indemnify and hold harmless the Company, the Placement Agents and any other broker, agent or finder engaged by the Company for the Offering, and their respective officers, directors, employees, agents, control persons and affiliates from and against all losses, liabilities, claims, damages, costs, fees and expenses whatsoever (including, but not limited to, any and all expenses incurred in investigating, preparing or defending against any litigation commenced or threatened) based upon or arising out of the Subscriber's actual or alleged false acknowledgment, representation or warranty, or misrepresentation or omission to state a material fact, or breach by the Subscriber of any covenant or agreement made by the Subscriber, contained herein or in any other document delivered by the Subscriber in connection with this Agreement.

8. **Revocability; Binding Effect.** The subscription hereunder may be revoked prior to the Closing thereon, provided that written notice of revocation is sent and is received by the Company or the Placement Agent at least three business days prior to the Closing on such subscription. The Subscriber hereby acknowledges and agrees that this Agreement shall survive the death or disability of the Subscriber and shall be binding upon and inure to the benefit of the parties and their heirs, executors, administrators, successors, legal representatives and permitted assigns. If the Subscriber is more than one person, the obligations of the Subscriber hereunder shall be joint and several and the agreements, representations, warranties and acknowledgments herein shall be deemed to be made by and be binding upon each such person and such person's heirs, executors, administrators, successors, legal representatives and permitted assigns.

9. **Modification.** This Agreement shall not be modified or waived except by an instrument in writing signed by the party against whom any such modification or waiver is sought to be enforced.

10. **Immaterial Modifications to the Registration Rights Agreement.** The Company may, at any time prior to the initial Closing, amend the Registration Rights Agreement if necessary to clarify any provision therein, without first providing notice or obtaining prior consent of the Subscriber.

11. **Notices.** Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be mailed by certified mail, return receipt requested, or delivered against receipt to the party to whom it is to be given (a) if to the Company, at the address set forth above, with a copy to Gottbetter & Partners, LLP, 488 Madison Ave., 12th Fl., New York, NY 10022, Attention: Adam S. Gottbetter, Esq., facsimile +1-212-400-6901, or (b) if to the Subscriber, at the address set forth on the Omnibus Signature Page hereof (or, in either case, to such other address as the party shall have furnished in writing in accordance with the provisions of this Section). Any notice or other communication given by certified mail shall be deemed given at the time of certification thereof, except for a notice changing a party's address which shall be deemed given at the time of receipt thereof.

12. **Assignability.** This Agreement and the rights, interests and obligations hereunder are not transferable or assignable by the Subscriber, and the transfer or assignment of the Units, the Shares, the Warrants or the Warrant Shares shall be made only in accordance with all applicable laws.

13. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without reference to the principles thereof relating to the conflict of laws.

14. **Submission to Jurisdiction; Waiver of Trial by Jury.** Each party to this Agreement (a) submits to the exclusive jurisdiction of any state or federal court located in New York County in the State of New York having subject matter jurisdiction in any action or proceeding arising out of or relating to this Agreement, (b) agrees that any dispute or controversy concerning, arising out of or relating to this Agreement may be heard and determined in any such court, and (c) shall not bring any action or proceeding concerning, arising out of or relating to this Agreement in any other court. Each party to this Agreement waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought. Any party to this Agreement may make service on another party hereto by sending or delivering a copy of the process to the party to be served at the address and in the manner provided for the giving of notices in this Agreement. Nothing in this Section, however, shall affect the right of any party to serve legal process in any other manner permitted by law. **EACH PARTY TO THIS AGREEMENT HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO, AND AGREES NOT TO REQUEST, A JURY TRIAL FOR THE ADJUDICATION OF ANY DISPUTE HEREUNDER OR IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED HEREBY**.

15. **Blue Sky Qualification.** The purchase of Units under this Agreement is expressly conditioned upon the exemption from qualification of the offer and sale of the Units from applicable federal and state securities laws. The Company shall not be required to qualify this transaction under the securities laws of any jurisdiction and, should qualification be necessary, the Company shall be released from any and all obligations to maintain its offer, and may rescind any sale contracted, in the jurisdiction.

16. **Use of Pronouns.** All pronouns and any variations thereof used herein shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the person or persons referred to may require.

17. **Confidentiality.** The Subscriber acknowledges and agrees that any information or data the Subscriber has acquired from or about the Company or may acquire in the future, not otherwise properly in the public domain, including, without limitation, the Disclosure Materials, was received in confidence. The Subscriber agrees not to divulge, communicate or disclose, except as may be required by law or for the performance of this Agreement, or use to the detriment of the Company or for the benefit of any other person, or misuse in any way, any confidential information of the Company, including any scientific, technical, trade or business secrets of the Company and any scientific, technical, trade or business materials that are treated by the Company as confidential or proprietary, including, but not limited to, internal personnel and financial information of the Company or its affiliates, the manner and methods of conducting the business of the Company or its affiliates and confidential information obtained by or given to the Company about or belonging to third parties. The Subscriber understands that the Company may rely on Subscriber's agreement of confidentiality to comply with the exemptive provisions of Regulation FD under the Securities Act of 1933 as set forth in Rule 100(a)(b)(2)(ii) of Regulation FD. In addition, the Subscriber acknowledges that it is aware that the United States securities laws generally prohibit any person who is in possession of material nonpublic information about a public company such as the Company from purchasing or selling securities of such company.

18. **Anti-Dilution.** The Shares shall have anti-dilution protection such that if within twenty-four (24) months after the final Closing of the Offering the Company shall issue Additional Shares of Common Stock (as defined below) without consideration or for a consideration per share, or with an exercise or conversion price per share, less than the Purchase Price, the Subscriber shall be entitled to receive from the Company (for no additional consideration) additional Shares in an amount such that, when added to the number of Shares purchased by Subscriber under this Agreement, will equal the number of Shares that the Subscriber's Purchase Price for the Shares set forth on the Subscriber's signature page hereof would have purchased at the Adjusted Price (as defined below). The "*Adjusted Price*" shall be a price (calculated to the nearest cent) determined by multiplying the Adjusted Price per share in effect immediately prior to such issue (which, for avoidance of doubt, shall be $1.00 prior to the first such issue) by a fraction, (A) the numerator of which shall be (1) the number of shares of Common Stock outstanding immediately prior to such issue plus (2) the number of shares of Common Stock which the aggregate consideration received or to be received by the Company for the total number of Additional Shares of Common Stock so issued would purchase at such Adjusted Price; and (B) the denominator of which shall be (1) the number of shares of Common Stock outstanding immediately prior to such issue plus (2) the number of such Additional Shares of Common Stock so issued; provided that, (i) for the purpose of this Section, all shares of Common Stock issuable upon conversion or exchange of convertible securities outstanding immediately prior to such issue shall be deemed to be outstanding, and (ii) the number of shares of Common Stock deemed issuable upon conversion or exchange of such outstanding convertible securities shall be determined without giving effect to any adjustments to the conversion or exchange price or conversion or exchange rate of such convertible securities resulting from the issuance of Additional Shares of Common Stock that is the subject of this calculation.

"*Additional Shares of Common Stock*" shall mean all shares of Common Stock issued by the Company after the first Closing of the Offering (including without limitation any shares of Common Stock issuable upon conversion or exchange of any convertible securities or upon exercise of any option or warrant, on an as-converted basis), other than: (i) shares of Common Stock issued or issuable upon conversion or exchange of any convertible securities or exercise of any options or warrants outstanding as of immediately following the Merger and the first Closing; (ii) shares of Common Stock issued or issuable upon conversion of the Warrants, the Bridge Warrants, the Placement Agent Warrants or the Bridge Placement Agent Warrants; (iii) shares of Common Stock issued or issuable by reason of a dividend, stock split, split-up or other distribution on shares of Common Stock relating to any recapitalization, reclassification or reorganization of the capital stock of the Company, or any consolidation or merger of the Company with another corporation, or the sale of all or substantially all of its assets or other transaction effected in such a way that there is no change of control of the Company; (iv) shares of Common Stock (or options with respect thereto) issued or issuable to employees or directors of, or consultants to, the Company or any of its Subsidiaries pursuant to a plan, agreement or arrangement approved by the Board of Directors of the Company, including but not limited to, the Company's equity incentive plan; (v) shares of Common Stock issued or issuable pursuant to the acquisition of another entity or business by the Company by merger, purchase of substantially all of the assets or other reorganization or pursuant to a joint venture agreement, but not including a transaction in which the Company is issuing securities primarily for the purpose of raising capital or to an entity whose primary business is investing in securities; and (v) securities issued to financial institutions, institutional investors or lessors in connection with credit arrangements, equipment financings, lease arrangements or similar transactions, in each case approved by a majority of disinterested directors of the Company, and in the aggregate not exceeding ten percent (10%) of number of shares of Common Stock outstanding at any time.

19. **Miscellaneous.**

a. This Agreement, together with the Registration Rights Agreement and the Warrant, constitute the entire agreement between the Subscriber and the Company with respect to the Offering and supersede all prior oral or written agreements and understandings, if any, relating to the subject matter hereof. The terms and provisions of this Agreement may be waived, or consent for the departure therefrom granted, only by a written document executed by the party entitled to the benefits of such terms or provisions.

b. The representations and warranties of the Company and the Subscriber made in this Agreement shall survive the execution and delivery hereof and delivery of the Common Stock and the Warrants contained in the Units for a period of twelve (12) months following the Closing Date.

c. Each of the parties hereto shall pay its own fees and expenses (including the fees of any attorneys, accountants, appraisers or others engaged by such party) in connection with this Agreement and the transactions contemplated hereby, whether or not the transactions contemplated hereby are consummated.

d. This Agreement may be executed in one or more original or facsimile counterparts, each of which shall be deemed an original, but all of which shall together constitute one and the same instrument and which shall be enforceable against the parties actually executing such counterparts. The exchange of copies of this Agreement and of signature pages by facsimile transmission or in .pdf format shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile or in pdf format shall be deemed to be their original signatures for all purposes.

e. Each provision of this Agreement shall be considered separable and, if for any reason any provision or provisions hereof are determined to be invalid or contrary to applicable law, such invalidity or illegality shall not impair the operation of or affect the remaining portions of this Agreement.

f. Paragraph titles are for descriptive purposes only and shall not control or alter the meaning of this Agreement as set forth in the text.

g. The Subscriber understands and acknowledges that there may be multiple Closings for the Offering.

h. The Subscriber hereby agrees to furnish the Company such other information as the Company may request prior to the Closing with respect to its subscription hereunder.

20. **Omnibus Signature Page.** This Agreement is intended to be read and construed in conjunction with the Registration Rights Agreement. Accordingly, pursuant to the terms and conditions of this Agreement and the Registration Rights Agreement, it is hereby agreed that the execution by the Subscriber of this Agreement, in the place set forth on the Omnibus Signature Page below, shall constitute agreement to be bound by the terms and conditions hereof and the terms and conditions of the Registration Rights Agreement, with the same effect as if each of such separate but related agreement were separately signed.

21. **Public Disclosure.** Neither the Subscriber nor any officer, manager, director, member, partner, stockholder, employee, affiliate, affiliated person or entity of the Subscriber shall make or issue any press releases or otherwise make any public statements or make any disclosures to any third person or entity with respect to the transactions contemplated herein and will not make or issue any press releases or otherwise make any public statements of any nature whatsoever with respect to the Company without the Company's express prior approval. The Company has the right to withhold such approval in its sole discretion.

22. **Potential Conflicts.** Adam S. Gottbetter is the owner of Gottbetter Capital Group, Inc., Gottbetter & Partners, LLP, and the Placement Agent. Gottbetter Capital Group or another affiliate of Mr. Gottbetter may now or hereafter own shares of the Company. Gottbetter & Partners, LLP, is counsel to the Company and has represented the Company in the proposed transaction, for which it will receive legal fees in accordance with an executed retainer agreement. The Placement Agent will receive a fee and warrants as described above pursuant to an executed agreement.

EKSO BIONICS HOLDINGS, INC.

IN WITNESS WHEREOF, the Company has duly executed this Subscription Agreement as of the 15th day of January, 2014.

EKSO BIONICS HOLDINGS, INC.

By: */s/ Pedro Perez Niklitschek*
Name: Pedro Perez Niklitschek
Title: Chief Executive Officer

How to subscribe for Units in the private offering of
PN Med Group Inc. (intended to be renamed Ekso Bionics Holdings, Inc.):

1. **Date and Fill** in the number of Units being purchased and **complete and sign** the Omnibus Signature Page.

2. **Initial** the Investor Certification in the appropriate place or places.

3. **Complete and sign** the Investor Profile.

4. **Complete and sign** the Anti-Money Laundering Information Form.

5. **Fax or email** all forms and then send all signed original documents to:

   Gottbetter & Partners, LLP
   488 Madison Avenue, 12th Floor
   New York, NY 10022
   Facsimile Number: (212) 400-6901
   Telephone Number: (212) 400-6900
   Attn: Camille Maiorano-Ortiz
   E-mail Address: cmo@gottbetter.com

6. **If you are paying the Purchase Price by check**, a [certified or other bank] check for the exact dollar amount of the Purchase Price for the number of Units you are purchasing should be made payable to the order of **"CSC Trust Company of Delaware, as Escrow Agent for PN MED GROUP INC., ACCT #79-2033"** and should be sent directly to CSC Trust Company of Delaware, 2711 Centerville Road, One Little Falls Centre, Wilmington, DE 19808, Attn: Alan R. Halpern.

7. **If you are paying the Purchase Price by wire transfer**, you should send a wire transfer for the exact dollar amount of the Purchase Price for the number of Units you are purchasing according to the following instructions**:**

Bank:	PNC Bank 300 Delaware Avenue Wilmington, DE 19899
ABA Routing #:	031100089
SWIFT CODE:	PNCCUS33
Account Name:	CSC Trust Company of Delaware
Account #:	5605012373
Reference:	"FFC: PN Med Group Inc. Escrow; 79-2033 – *[insert Subscriber's name]*"
CSC Contact:	Alan R. Halpern

Thank you for your interest,

PN Med Group Inc.

PN MED GROUP INC. (intended to be renamed EKSO BIONICS HOLDINGS, INC.)
OMNIBUS SIGNATURE PAGE TO
SUBSCRIPTION AGREEMENT AND REGISTRATION RIGHTS AGREEMENT

The undersigned, desiring to: (i) enter into the Subscription Agreement, dated as of _____ ___,[1] 2013 (the "Subscription Agreement"), between the undersigned, **PN Med Group Inc.**, a Nevada corporation (the "Company"), and the other parties thereto, in or substantially in the form furnished to the undersigned, (ii) enter into the Registration Rights Agreement (the "Registration Rights Agreement"), among the undersigned, the Company and the other parties thereto, in or substantially in the form furnished to the undersigned and (iii) purchase the Units of the Company's securities as set forth in the Subscription Agreement and below, hereby agrees to purchase such Units from the Company and further agrees to join the Subscription Agreement and the Registration Rights Agreement as a party thereto, with all the rights and privileges appertaining thereto, and to be bound in all respects by the terms and conditions thereof. The undersigned specifically acknowledges having read the representations section in the Securities Purchase Agreement entitled "Representations and Warranties of the Subscriber" and hereby represents that the statements contained therein are complete and accurate with respect to the undersigned as a Subscriber.

IN WITNESS WHEREOF, the Subscriber hereby executes this Subscription Agreement and the Registration Rights Agreement.

Dated: _____, 2014

_____	X	$1.00	=	$_____
Number of Units		Purchase Price per Unit		Total Purchase Price

SUBSCRIBER (individual)

_____
Signature

_____
Print Name

_____
Signature (if Joint Tenants or Tenants in Common)

Address of Principal Residence:

_____
_____
_____

Social Security Number(s):

_____

Telephone Number:

_____

Facsimile Number:

_____

E-mail Address:

_____

SUBSCRIBER (entity)

_____
Name of Entity

_____
Signature

Print Name: _____
Title: _____

Address of Executive Offices:

_____
_____
_____

IRS Tax Identification Number:

_____

Telephone Number:

_____

Facsimile Number:

_____

E-mail Address:

_____

[1] ***Will reflect the Closing Date. Not to be completed by Subscriber.***

PN MED GROUP INC. (intended to be renamed EKSO BIONICS HOLDINGS, INC.)
ACCREDITED INVESTOR CERTIFICATION

For Individual Investors Only
(all Individual Investors must *INITIAL* where appropriate):

Initial _____ I have a net worth of at least US$1 million either individually or through aggregating my individual holdings and those in which I have a joint, community property or other similar shared ownership interest with my spouse. ***(For purposes of calculating your net worth under this paragraph, (a) your primary residence shall not be included as an asset; (b) indebtedness secured by your primary residence, up to the estimated fair market value of your primary residence at the time of your purchase of the securities, shall not be included as a liability (except that if the amount of such indebtedness outstanding at the time of your purchase of the securities exceeds the amount outstanding 60 days before such time, other than as a result of the acquisition of your primary residence, the amount of such excess shall be included as a liability); and (c) indebtedness that is secured by your primary residence in excess of the estimated fair market value of your primary residence at the time of your purchase of the securities shall be included as a liability.)***

Initial _____ I have had an annual gross income for the past two years of at least US$200,000 (or US$300,000 jointly with my spouse) and expect my income (or joint income, as appropriate) to reach the same level in the current year.

Initial _____ I am a director or executive officer of Ekso Bionics, Inc.

For Non-Individual Investors (Entities)
(all Non-Individual Investors must *INITIAL* where appropriate):

Initial _____ The investor certifies that it is a partnership, corporation, limited liability company or business trust that is 100% owned by persons who meet at least one of the criteria for Individual Investors set forth above.

Initial _____ The investor certifies that it is a partnership, corporation, limited liability company or business trust that has total assets of at least US$5 million and was not formed for the purpose of investing the Company.

Initial _____ The investor certifies that it is an employee benefit plan whose investment decision is made by a plan fiduciary (as defined in ERISA §3(21)) that is a bank, savings and loan association, insurance company or registered investment advisor.

Initial _____ The investor certifies that it is an employee benefit plan whose total assets exceed US$5,000,000 as of the date of this Agreement.

Initial _____ The undersigned certifies that it is a self-directed employee benefit plan whose investment decisions are made solely by persons who meet at least one of the criteria for Individual Investors.

Initial _____ The investor certifies that it is a U.S. bank, U.S. savings and loan association or other similar U.S. institution acting in its individual or fiduciary capacity.

Initial _____ The undersigned certifies that it is a broker-dealer registered pursuant to §15 of the Securities Exchange Act of 1934.

Initial _____ The investor certifies that it is an organization described in §501(c)(3) of the Internal Revenue Code with total assets exceeding US$5,000,000 and not formed for the specific purpose of investing in the Company.

Initial _____ The investor certifies that it is a trust with total assets of at least US$5,000,000, not formed for the specific purpose of investing in the Company, and whose purchase is directed by a person with such knowledge and experience in financial and business matters that such person is capable of evaluating the merits and risks of the prospective investment.

Initial _____ The investor certifies that it is a plan established and maintained by a state or its political subdivisions, or any agency or instrumentality thereof, for the benefit of its employees, and which has total assets in excess of US$5,000,000.

Initial _____ The investor certifies that it is an insurance company as defined in §2(13) of the Securities Act of 1933, or a registered investment company.

PN MED GROUP INC. (intended to be renamed EKSO BIONICS HOLDINGS, INC.)
Investor Profile
(Must be completed by Investor)

Section A - Personal Investor Information

Investor Name(s): _____

Individual executing Profile or Trustee: _____

Social Security Numbers / Federal I.D. Number: _____

Date of Birth: _____ Marital Status: _____
Joint Party Date of Birth: _____ Investment Experience (Years): _____
Annual Income: _____ Liquid Net Worth: _____
Net Worth*: _____

Tax Bracket: _____ 15% or below _____ 25% - 27.5% _____ Over 27.5%

Home Street Address: _____

Home City, State & Zip Code: _____

Home Phone: _____ Home Fax: _____ Home Email: _____

Employer: _____

Employer Street Address: _____

Employer City, State & Zip Code: _____

Bus. Phone: _____ Bus. Fax: _____ Bus. Email: _____

Type of Business: _____

Outside Broker/Dealer: _____

Section B – Certificate Delivery Instructions

____ Please deliver certificate to the Employer Address listed in Section A.
____ Please deliver certificate to the Home Address listed in Section A.
____ Please deliver certificate to the following address: _____

Section C – Form of Payment – Check or Wire Transfer

____ Check payable to **CSC Trust Company of Delaware, as Escrow Agent for PN Med Group Inc.**
____ Wire funds from my outside account according to Section 1(a) of the Securities Purchase Agreement.
____ The funds for this investment are rolled over, tax deferred from _____ within the allowed 60 day window.

Please check if you are a FINRA member or affiliate of a FINRA member firm: ____

_____ _____
Investor Signature **Date**

*** For purposes of calculating your net worth in this form, (a) your primary residence shall not be included as an asset; (b) indebtedness secured by your primary residence, up to the estimated fair market value of your primary residence at the time of your purchase of the securities, shall not be included as a liability (except that if the amount of such indebtedness outstanding at the time of your purchase of the securities exceeds the amount outstanding 60 days before such time, other than as a result of the acquisition of your primary residence, the amount of such excess shall be included as a liability); and (c) indebtedness that is secured by your primary residence in excess of the estimated fair market value of your primary residence at the time of your purchase of the securities shall be included as a liability.**

ANTI MONEY LAUNDERING REQUIREMENTS

The USA PATRIOT Act

The USA PATRIOT Act is designed to detect, deter, and punish terrorists in the United States and abroad. The Act imposes new anti-money laundering requirements on brokerage firms and financial institutions. Since April 24, 2002 all brokerage firms have been required to have new, comprehensive anti-money laundering programs.

To help you understand these efforts, we want to provide you with some information about money laundering and our steps to implement the USA PATRIOT Act.

What is money laundering?

Money laundering is the process of disguising illegally obtained money so that the funds appear to come from legitimate sources or activities. Money laundering occurs in connection with a wide variety of crimes, including illegal arms sales, drug trafficking, robbery, fraud, racketeering, and terrorism.

How big is the problem and why is it important?

The use of the U.S. financial system by criminals to facilitate terrorism or other crimes could well taint our financial markets. According to the U.S. State Department, one recent estimate puts the amount of worldwide money laundering activity at $1 trillion a year.

What are we required to do to eliminate money laundering?

Under rules required by the USA PATRIOT Act, our anti-money laundering program must designate a special compliance officer, set up employee training, conduct independent audits, and establish policies and procedures to detect and report suspicious transaction and ensure compliance with such laws. As part of our required program, we may ask you to provide various identification documents or other information. Until you provide the information or documents we need, we may not be able to effect any transactions for you.

ANTI-MONEY LAUNDERING INFORMATION FORM

The following is required in accordance with the AML provision of the USA PATRIOT ACT.

(Please fill out and return with requested documentation.)

INVESTOR NAME: _____

LEGAL ADDRESS: _____

_____

SSN# or TAX ID#
OF INVESTOR: _____

YEARLY INCOME: _____

NET WORTH: _____ *

*** For purposes of calculating your net worth in this form, (a) <u>your primary residence shall not be included as an asset</u>; (b) indebtedness secured by your primary residence, up to the estimated fair market value of your primary residence at the time of your purchase of the securities, shall not be included as a liability (except that if the amount of such indebtedness outstanding at the time of your purchase of the securities exceeds the amount outstanding 60 days before such time, other than as a result of the acquisition of your primary residence, the amount of such excess shall be included as a liability); and (c) indebtedness that is secured by your primary residence in excess of the estimated fair market value of your primary residence at the time of your purchase of the securities shall be included as a liability.**

INVESTMENT OBJECTIVE(S): _____

ADDRESS OF BUSINESS OR OF EMPLOYER: _____

_____

FOR INVESTORS WHO ARE <u>INDIVIDUALS</u>: AGE: _____

FOR INVESTORS WHO ARE <u>INDIVIDUALS</u>: OCCUPATION: _____

FOR INVESTORS WHO ARE <u>ENTITIES</u>: TYPE OF BUSINESS: _____

<u>IDENTIFICATION & DOCUMENTATION AND SOURCE OF FUNDS:</u>

1. Please submit a copy of non-expired identification for the authorized signatory(ies) on the investment documents, showing name, date of birth, address and signature. **The address shown on the identification document MUST match the Investor's address shown on the Investor Signature Page.**

   Current Driver's License or Valid Passport or Identity Card
   (Circle one or more)

2. If the Investor is a corporation, limited liability company, trust or other type of entity, please submit the following requisite documents: (i) Articles of Incorporation, By-Laws, Certificate of Formation, Operating Agreement, Trust or other similar documents for the type of entity; and (ii) Corporate Resolution or power of attorney or other similar document granting authority to signatory(ies) and designating that they are permitted to make the proposed investment.

3. Please advise where the funds were derived from to make the proposed investment:

   Investments Savings Proceeds of Sale Other _____
   (Circle one or more)

Signature: _____

Print Name: _____

Title (if applicable): _____

Date: _____

Exhibit 10.6

Warrant Certificate No. _____

NEITHER THE SECURITIES REPRESENTED HEREBY NOR THE SECURITIES ISSUABLE UPON THE EXERCISE OF THIS WARRANT HAVE BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT") OR ANY STATE SECURITIES LAWS. SUCH SECURITIES MAY BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED ONLY (A) TO THE COMPANY, (B) IN COMPLIANCE WITH RULE 144 UNDER THE SECURITIES ACT, IF AVAILABLE, AND IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS, (C) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT, OR (D) IN A TRANSACTION THAT DOES NOT REQUIRE REGISTRATION UNDER THE SECURITIES ACT OR ANY APPLICABLE STATE SECURITIES LAWS, AND THE HOLDER HAS, PRIOR TO SUCH SALE, FURNISHED TO THE COMPANY AN OPINION OF COUNSEL OR OTHER EVIDENCE OF EXEMPTION, IN EITHER CASE REASONABLY SATISFACTORY TO THE COMPANY. HEDGING TRANSACTIONS INVOLVING THESE SECURITIES MAY NOT BE CONDUCTED UNLESS IN COMPLIANCE WITH THE SECURITIES ACT.

Effective Date: _____, 2014 Expiration Date: _____, 2017

EKSO BIONICS HOLDINGS, INC.

WARRANT TO PURCHASE COMMON STOCK

Ekso Bionics Holdings, Inc., a Nevada corporation (the "**Company**"), for value received on the Effective Date, hereby issues to _____ (the "**Holder**") this Warrant (the "**Warrant**") to purchase _____ shares (as from time to time adjusted as hereinafter provided) (each such share a "**Warrant Share**" and all such shares being the "**Warrant Shares**") of the Company's Common Stock (as defined below), at the Exercise Price (as defined below), as adjusted from time to time as provided herein, on or before the Expiration Date, all subject to the following terms and conditions.

This Warrant is one of a series of Warrants of like tenor being issued to holders of the 10% senior subordinated secured convertible promissory notes (the "**Bridge Notes**") of **Ekso Bionics, Inc.**, in connection with the Company's private offering (the "**Offering**") of the Bridge Notes in accordance with, and subject to, the terms and conditions described in the Securities Purchase Agreement entered into by and between the Company and buyer(s) of the Notes set forth on the signature pages affixed thereto (the "**Purchase Agreement**"). Capitalized terms used herein without definition have the meanings ascribed to them in the Purchase Agreement.

As used in this Warrant, (i) "**Business Day**" means any day other than Saturday, Sunday or any other day on which commercial banks in the City of New York, New York, are authorized or required by law or executive order to close; (ii) "**Common Stock**" means the common stock of the Company, $0.001 par value per share, including any securities issued or issuable with respect thereto or into which or for which such shares may be exchanged for, or converted into, pursuant to any stock dividend, stock split, stock combination, recapitalization, reclassification, reorganization or other similar event; (iii) "**Exercise Price**" means $1.00 per share of Common Stock, subject to adjustment as provided herein; (iv) "**Trading Day**" means any day on which the Common Stock is traded on the primary national or regional stock exchange on which the Common Stock is listed, or if not so listed, the OTC Bulletin Board or the OTC Markets, if quoted thereon, is open for the transaction of business; and (v) "**Affiliate**" means any person that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, a person, as such terms are used and construed in Rule 144 promulgated under the Securities Act of 1933, as amended (the "**Securities Act**").

1. DURATION AND EXERCISE OF WARRANTS

(a) Exercise Period. The Holder may exercise this Warrant in whole or in part on any Business Day on or before 5:00 P.M., Eastern Time, on the Expiration Date, at which time this Warrant shall become void and of no value.

(b) Exercise Procedures.

(i) While this Warrant remains outstanding and exercisable in accordance with Section 1(a), the Holder may exercise this Warrant in whole or in part at any time and from time to time by:

(A) delivery to the Company of a duly completed and executed copy of the notice of exercise attached as **Exhibit A** (the "**Notice of Exercise**");

(B) surrender of this Warrant to the Secretary of the Company at its principal offices or at such other office or agency as the Company may specify in writing to the Holder; and

(C) payment of the then-applicable Exercise Price per share multiplied by the number of Warrant Shares being purchased upon exercise of the Warrant (such amount, the "**Aggregate Exercise Price**") made in the form of cash, or by certified check, wire transfer, bank draft or money order payable in lawful money of the United States of America.

(ii) Upon the exercise of this Warrant in compliance with the provisions of this Section 1(b), and except as limited pursuant to Section 1(b)(iii), the Company shall promptly issue and cause to be delivered to the Holder a certificate for the Warrant Shares purchased by the Holder. Each exercise of this Warrant shall be effective immediately prior to the close of business on the date (the "**Date of Exercise**") that the conditions set forth in Section 1(b) have been satisfied, as the case may be. Upon delivery of each of the items set forth in Section 1(b)(i), the Holder shall be deemed for all corporate purposes to have become the holder of record of the Warrant Shares with respect to which this Warrant has been exercised, irrespective of the date of delivery of the certificates evidencing such Warrant Shares.

(iii) Notwithstanding the foregoing provisions of this Section 1(b), the Holder may not exercise this Warrant if and to the extent that such exercise would require the Company to issue a number of shares of Common Stock in excess of its authorized but unissued shares of Common Stock, less all amounts of Common Stock that have been reserved for issue upon the conversion of all outstanding securities convertible into shares of Common Stock and the exercise of all outstanding options, warrants and other rights exercisable for shares of Common Stock. If the Company does not have the requisite number of authorized but unissued shares of Common Stock to permit the Holder to exercise this Warrant, then the Company shall use commercially reasonable efforts to obtain the necessary stockholder consent to increase the authorized number of shares of Common Stock to permit such Holder to exercise this Warrant pursuant to Section 1(b)(i).

(c) Partial Exercise. This Warrant shall be exercisable, either in its entirety or, from time to time, for part only of the number of Warrant Shares referenced by this Warrant; provided, that any such partial exercise must be for an integral number of Warrant Shares. If this Warrant is exercised in part, the Company shall issue, at its expense, a new Warrant, in substantially the form of this Warrant, referencing such reduced number of Warrant Shares that remain subject to this Warrant.

(e) Disputes. In the case of a dispute as to the determination of the Exercise Price or the arithmetic calculation of the Warrant Shares, the Company shall promptly issue to the Holder the number of Warrant Shares that are not disputed and resolve such dispute in accordance with Section 15.

2. ISSUANCE OF WARRANT SHARES

(a) The Company covenants that all Warrant Shares will, upon issuance in accordance with the terms of this Warrant, be (i) duly authorized, fully paid and non-assessable, and (ii) free from all liens, charges and security interests, with the exception of claims arising through the acts or omissions of any Holder and except as arising from applicable Federal and state securities laws.

(b) The Company shall register this Warrant upon records to be maintained by the Company for that purpose in the name of the record holder of such Warrant from time to time. The Company may deem and treat the registered Holder of this Warrant as the absolute owner thereof for the purpose of any exercise thereof, any distribution to the Holder thereof and for all other purposes.

(c) The Company will not, by amendment of its articles of incorporation, by-laws or through any reorganization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms to be observed or performed hereunder by the Company, but will at all times in good faith assist in the carrying out of all the provisions of this Warrant and in the taking of all action necessary or appropriate in order to protect the rights of the Holder to exercise this Warrant, or against impairment of such rights.

3. ADJUSTMENTS OF EXERCISE PRICE, NUMBER AND TYPE OF WARRANT SHARES

(a) The Exercise Price and the number of shares purchasable upon the exercise of this Warrant shall be subject to adjustment from time to time upon the occurrence of certain events described in this Section 3(a); provided, that notwithstanding the provisions of this Section 3, the Company shall not be required to make any adjustment if and to the extent that such adjustment would require the Company to issue a number of shares of Common Stock in excess of its authorized but unissued shares of Common Stock, less all amounts of Common Stock that have been reserved for issue upon the conversion of all outstanding securities convertible into shares of Common Stock and the exercise of all outstanding options, warrants and other rights exercisable for shares of Common Stock. If the Company does not have the requisite number of authorized but unissued shares of Common Stock to make any adjustment, the Company shall use its commercially reasonable efforts to obtain the necessary stockholder consent to increase the authorized number of shares of Common Stock to make such an adjustment pursuant to this Section 3(a).

(i) Subdivision or Combination of Stock. In case the Company shall at any time subdivide (whether by way of stock dividend, stock split or otherwise) its outstanding shares of Common Stock into a greater number of shares, the Exercise Price in effect immediately prior to such subdivision shall be proportionately reduced and the number of Warrant Shares shall be proportionately increased, and conversely, in case the outstanding shares of Common Stock of the Company shall be combined (whether by way of stock combination, reverse stock split or otherwise) into a smaller number of shares, the Exercise Price in effect immediately prior to such combination shall be proportionately increased and the number of Warrant Shares shall be proportionately decreased. The Exercise Price and the Warrant Shares, as so adjusted, shall be readjusted in the same manner upon the happening of any successive event or events described in this Section 3(a)(i).

(ii) Dividends in Stock, Property, Reclassification. If at any time, or from time to time, the holders of Common Stock (or any shares of stock or other securities at the time receivable upon the exercise of this Warrant) shall have received or become entitled to receive, without payment therefore:

(A) any shares of stock or other securities that are at any time directly or indirectly convertible into or exchangeable for Common Stock, or any rights or options to subscribe for, purchase or otherwise acquire any of the foregoing by way of dividend or other distribution, or

(B) additional stock or other securities or property (including cash) by way of spin-off, split-up, reclassification, combination of shares or similar corporate rearrangement (other than shares of Common Stock issued as a stock split or adjustments in respect of which shall be covered by the terms of Section 3(a)(i) above),

then and in each such case, the Exercise Price and the number of Warrant Shares to be obtained upon exercise of this Warrant shall be adjusted proportionately, and the Holder hereof shall, upon the exercise of this Warrant, be entitled to receive, in addition to the number of shares of Common Stock receivable thereupon, and without payment of any additional consideration therefor, the amount of stock and other securities and property (including cash in the cases referred to above) that such Holder would hold on the date of such exercise had such Holder been the holder of record of such Common Stock as of the date on which holders of Common Stock received or became entitled to receive such shares or all other additional stock and other securities and property. The Exercise Price and the Warrant Shares, as so adjusted, shall be readjusted in the same manner upon the happening of any successive event or events described in this Section 3(a)(ii)**.**

(iii) Reorganization, Reclassification, Consolidation, Merger or Sale. If any recapitalization, reclassification or reorganization of the capital stock of the Company, or any consolidation or merger of the Company with another corporation, or the sale of all or substantially all of its assets or other transaction shall be effected in such a way that holders of Common Stock shall be entitled to receive stock, securities or other assets or property (an "**Organic Change**"), then lawful and adequate provisions shall be made by the Company whereby the Holder hereof shall thereafter have the right to purchase and receive (in lieu of the shares of the Common Stock of the Company immediately theretofore purchasable and receivable upon the exercise of the rights represented by this Warrant) such shares of stock, securities or other assets or property as may be issued or payable with respect to or in exchange for a number of outstanding shares of such Common Stock equal to the number of shares of such stock immediately theretofore purchasable and receivable assuming the full exercise of the rights represented by this Warrant. In the event of any Organic Change, appropriate provision shall be made by the Company with respect to the rights and interests of the Holder of this Warrant to the end that the provisions hereof (including, without limitation, provisions for adjustments of the Exercise Price and of the number of shares purchasable and receivable upon the exercise of this Warrant) shall thereafter be applicable, in relation to any shares of stock, securities or assets thereafter deliverable upon the exercise hereof. To the extent necessary to effect the foregoing provisions, the successor corporation (if other than the Company) resulting from such consolidation or merger or the corporation purchasing such assets shall assume by written instrument reasonably satisfactory in form and substance to the Holder executed and mailed or delivered to the registered Holder hereof at the last address of such Holder appearing on the books of the Company, the obligation to deliver to such Holder such shares of stock, securities or assets as, in accordance with the foregoing provisions, such Holder may be entitled to purchase. If there is an Organic Change, then the Company shall cause to be mailed to the Holder at its last address as it shall appear on the books and records of the Company, at least 10 calendar days before the effective date of the Organic Change, a notice stating the date on which such Organic Change is expected to become effective or close, and the date as of which it is expected that holders of the Common Stock of record shall be entitled to exchange their shares for securities, cash, or other property delivered upon such Organic Change; provided, that the failure to mail such notice or any defect therein or in the mailing thereof shall not affect the validity of the corporate action required to be specified in such notice. The Holder is entitled to exercise this Warrant during the 10-day period commencing on the date of such notice to the effective date of the event triggering such notice. In any event, the successor corporation (if other than the Company) resulting from such consolidation or merger or the corporation purchasing such assets shall be deemed to assume such obligation to deliver to such Holder such shares of stock, securities or assets even in the absence of a written instrument assuming such obligation to the extent such assumption occurs by operation of law.

(b) Adjustment of Exercise Price upon Issuance of Additional Shares of Common Stock. In the event the Company shall at any time prior to the Expiration Date issue Additional Shares of Common Stock, as defined below, without consideration or for a consideration per share less than the Exercise Price in effect immediately prior to such issue, then the Exercise Price shall be reduced, concurrently with such issue, to a price (calculated to the nearest cent) determined by multiplying such Exercise Price by a fraction, (A) the numerator of which shall be (1) the number of shares of Common Stock outstanding immediately prior to such issue plus (2) the number of shares of Common Stock which the aggregate consideration received or to be received by the Company for the total number of Additional Shares of Common Stock so issued would purchase at such Exercise Price; and (B) the denominator of which shall be the number of shares of Common Stock outstanding immediately prior to such issue plus the number of such Additional Shares of Common Stock so issued; provided that, (i) for the purpose of this Section 3(b), all shares of Common Stock issuable upon conversion or exchange of convertible securities outstanding immediately prior to such issue shall be deemed to be outstanding, and (ii) the number of shares of Common Stock deemed issuable upon conversion or exchange of such outstanding convertible securities shall be determined without giving effect to any adjustments to the conversion or exchange price or conversion or exchange rate of such convertible securities resulting from the issuance of Additional Shares of Common Stock that is the subject of this calculation. For purposes of this Warrant, "**Additional Shares of Common Stock**" shall mean all shares of Common Stock issued by the Company after the Effective Date (including without limitation any shares of Common Stock issuable upon conversion or exchange of any convertible securities or upon exercise of any option or warrant, on an as-converted basis), other than: (i) shares of Common Stock issued or issuable upon conversion or exchange of any convertible securities or exercise of any options outstanding on the Effective Date; (ii) shares of Common Stock issued or issuable upon conversion of the warrants issued in connection with the Offering; (iii) shares of Common Stock issued or issuable by reason of a dividend, stock split, split-up or other distribution on shares of Common Stock that is covered by Sections 3(a)(i) through 3(a)(iii) above; (iv) shares of Common Stock issued in a registered public offering under the Securities Act; (v) shares of Common Stock issued or issuable pursuant to the acquisition of another corporation by the Company by merger, purchase of substantially all of the assets or other reorganization or pursuant to a joint venture agreement; (vi) shares of Common Stock issued or issuable to officers, directors and employees of, or consultants to, the Company pursuant to stock grants, option plans, purchase plans or other employee stock incentive programs or arrangements approved by the Board of Directors, or upon exercise of options or warrants granted to such parties pursuant to any such plan or arrangement; (vii) any securities issued or issuable by the Company pursuant to the Purchase Agreement or the PIPE. The provisions of this Section 3(b) shall not operate to increase the Exercise Price.

Upon each adjustment of the Exercise Price pursuant to the provisions of this Section 3(b), the number of Warrant Shares issuable upon exercise of this Warrant shall be adjusted by multiplying a number equal to the Exercise Price in effect immediately prior to such adjustment by the number of Warrant Shares issuable upon exercise of this Warrant immediately prior to such adjustment and dividing the product so obtained by the adjusted Exercise Price.

(c) Certificate as to Adjustments. Upon the occurrence of each adjustment or readjustment pursuant to this Section 3, the Company at its expense shall promptly compute such adjustment or readjustment in accordance with the terms hereof and furnish to each Holder of this Warrant a certificate setting forth such adjustment or readjustment and showing in detail the facts upon which such adjustment or readjustment is based. The Company shall promptly furnish or cause to be furnished to such Holder a like certificate setting forth: (i) such adjustments and readjustments; and (ii) the number of shares and the amount, if any, of other property which at the time would be received upon the exercise of the Warrant.

(d) Certain Events. If any event occurs as to which the other provisions of this Section 3 are not strictly applicable but the lack of any adjustment would not fairly protect the purchase rights of the Holder under this Warrant in accordance with the basic intent and principles of such provisions, or if strictly applicable would not fairly protect the purchase rights of the Holder under this Warrant in accordance with the basic intent and principles of such provisions, then the Company's Board of Directors will, in good faith and subject to applicable law, make an appropriate adjustment to protect the rights of the Holder; provided, that no such adjustment pursuant to this Section 3(d) will increase the Exercise Price or decrease the number of Warrant Shares as otherwise determined pursuant to this Section 3.

4. TRANSFERS AND EXCHANGES OF WARRANT AND WARRANT SHARES

(a) Registration of Transfers and Exchanges. Subject to Section 4(c), upon the Holder's surrender of this Warrant, with a duly executed copy of the Form of Assignment attached as **Exhibit B**, to the Secretary of the Company at its principal offices or at such other office or agency as the Company may specify in writing to the Holder, the Company shall register the transfer of all or any portion of this Warrant. Upon such registration of transfer, the Company shall issue a new Warrant, in substantially the form of this Warrant, evidencing the acquisition rights transferred to the transferee and a new Warrant, in similar form, evidencing the remaining acquisition rights not transferred, to the Holder requesting the transfer.

(b) Warrant Exchangeable for Different Denominations. The Holder may exchange this Warrant for a new Warrant or Warrants, in substantially the form of this Warrant, evidencing in the aggregate the right to purchase the number of Warrant Shares, which may then be purchased hereunder, each of such new Warrants to be dated the date of such exchange and to represent the right to purchase such number of Warrant Shares as shall be designated by the Holder. The Holder shall surrender this Warrant with duly executed instructions regarding such re-certification of this Warrant to the Secretary of the Company at its principal offices or at such other office or agency as the Company may specify in writing to the Holder.

(c) Restrictions on Transfers. This Warrant may not be transferred at any time without (i) registration under the Securities Act or (ii) an exemption from such registration and a written opinion of legal counsel addressed to the Company that the proposed transfer of the Warrant may be effected without registration under the Securities Act, which opinion will be in form and from counsel reasonably satisfactory to the Company.

(d) Permitted Transfers and Assignments. Notwithstanding any provision to the contrary in this Section 4, the Holder may transfer, with or without consideration, this Warrant or any of the Warrant Shares (or a portion thereof) to the Holder's Affiliates (as such term is defined under Rule 144 of the Securities Act) without obtaining the opinion from counsel that may be required by Section 4(c)(ii), provided, that the Holder delivers to the Company and its counsel certification, documentation, and other assurances reasonably required by the Company's counsel to enable the Company's counsel to render an opinion to the Company's Transfer Agent that such transfer does not violate applicable securities laws.

5. MUTILATED OR MISSING WARRANT CERTIFICATE

If this Warrant is mutilated, lost, stolen or destroyed, upon request by the Holder, the Company will, at its expense, issue, in exchange for and upon cancellation of the mutilated Warrant, or in substitution for the lost, stolen or destroyed Warrant, a new Warrant, in substantially the form of this Warrant, representing the right to acquire the equivalent number of Warrant Shares; provided, that, as a prerequisite to the issuance of a substitute Warrant, the Company may require satisfactory evidence of loss, theft or destruction as well as an indemnity from the Holder of a lost, stolen or destroyed Warrant.

6. PAYMENT OF TAXES

The Company will pay all transfer and stock issuance taxes attributable to the preparation, issuance and delivery of this Warrant and the Warrant Shares (and replacement Warrants) including, without limitation, all documentary and stamp taxes; provided, however, that the Company shall not be required to pay any tax in respect of the transfer of this Warrant, or the issuance or delivery of certificates for Warrant Shares or other securities in respect of the Warrant Shares to any person or entity other than to the Holder.

7. FRACTIONAL WARRANT SHARES

No fractional Warrant Shares shall be issued upon exercise of this Warrant. Upon the full exercise of this Warrant, the Company, in lieu of issuing any fractional Warrant Share, shall round up the number of Warrant Shares issuable to nearest whole share.

8. NO STOCK RIGHTS AND LEGEND

No holder of this Warrant, as such, shall be entitled to vote or be deemed the holder of any other securities of the Company that may at any time be issuable on the exercise hereof, nor shall anything contained herein be construed to confer upon the holder of this Warrant, as such, the rights of a stockholder of the Company or the right to vote for the election of directors or upon any matter submitted to stockholders at any meeting thereof, or give or withhold consent to any corporate action or to receive notice of meetings or other actions affecting stockholders (except as provided herein), or to receive dividends or subscription rights or otherwise (except as provide herein).

Each certificate for Warrant Shares initially issued upon the exercise of this Warrant, and each certificate for Warrant Shares issued to any subsequent transferee of any such certificate, shall be stamped or otherwise imprinted with a legend in substantially the following form:

NEITHER THE SECURITIES REPRESENTED HEREBY NOR THE SECURITIES ISSUABLE UPON THE CONVERSION OF THIS NOTE HAVE BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT") OR ANY STATE SECURITIES LAWS. SUCH SECURITIES MAY BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED ONLY (A) TO THE COMPANY, (B) IN COMPLIANCE WITH RULE 144 UNDER THE SECURITIES ACT, IF AVAILABLE, AND IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS, (C) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT, OR (D) IN A TRANSACTION THAT DOES NOT REQUIRE REGISTRATION UNDER THE SECURITIES ACT OR ANY APPLICABLE STATE SECURITIES LAWS, AND THE HOLDER HAS, PRIOR TO SUCH SALE, FURNISHED TO THE COMPANY AN OPINION OF COUNSEL OR OTHER EVIDENCE OF EXEMPTION, IN EITHER CASE REASONABLY SATISFACTORY TO THE COMPANY. HEDGING TRANSACTIONS INVOLVING THESE SECURITIES MAY NOT BE CONDUCTED UNLESS IN COMPLIANCE WITH THE SECURITIES ACT.

9. REGISTRATION RIGHTS

The Holder shall be entitled to the registration rights with respect to the Warrant Shares set forth in, and subject to the conditions of, the Registration Rights Agreement.

10. NOTICES

All notices, consents, waivers, and other communications under this Warrant must be in writing and will be deemed given to a party when (a) delivered to the appropriate address by hand or by nationally recognized overnight courier service (costs prepaid); (b) sent by facsimile or e-mail with confirmation of transmission by the transmitting equipment; (c) received or rejected by the addressee, if sent by certified mail, return receipt requested, if to the registered Holder hereof; or (d) seven days after the placement of the notice into the mails (first class postage prepaid), to the Holder at the address, facsimile number, or e-mail address furnished by the registered Holder to the Company in accordance with the Subscription Agreement by and between the Company and the Holder or, if the registered Holder is not the original purchaser of this Warrant, then as provided in the Form of Assignment delivered to the Company pursuant to Section 4(a) in connection with the assignment of this Warrant to such Holder, or if to the Company, to it at:

Ekso Bionics Holdings, Inc.
1414 Harbour Way South Suite1201
Richmond, CA 94804

Attn:
Facsimile:

(or to such other address, facsimile number, or e-mail address as the Holder or the Company as a party may designate by notice to the other party in accordance with this Section 10) with a copy to

Gottbetter & Partners, LLP
488 Madison Avenue, 12th Floor
New York, New York 10022
Facsimile Number: (212) 400-6901
Telephone Number: (212) 400-6900
Attn: Adam S. Gottbetter
E-mail Address: notices@gottbetter.com

11. SEVERABILITY

If a court of competent jurisdiction holds any provision of this Warrant invalid or unenforceable, the other provisions of this Warrant will remain in full force and effect. Any provision of this Warrant held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

12. BINDING EFFECT

This Warrant shall be binding upon and inure to the sole and exclusive benefit of the Company, its successors and assigns, the registered Holder or Holders from time to time of this Warrant and the Warrant Shares.

13. SURVIVAL OF RIGHTS AND DUTIES

This Warrant shall terminate and be of no further force and effect on the earlier of 5:00 P.M., Eastern Time, on the Expiration Date or the date on which this Warrant has been exercised in full.

14. GOVERNING LAW

This Warrant will be governed by and construed under the laws of the State of New York without regard to conflicts of laws principles that would require the application of any other law.

15. DISPUTE RESOLUTION

In the case of a dispute as to the determination of the Exercise Price or the arithmetic calculation of the Warrant Shares, the Company shall submit the disputed determinations or arithmetic calculations via facsimile within five (5) Business Days of receipt of the Notice of Exercise giving rise to such dispute, as the case may be, to the Holder. If the Holder and the Company are unable to agree upon such determination or calculation of the Exercise Price or the Warrant Shares within three Business Days of such disputed determination or arithmetic calculation being submitted to the Holder, then the Company shall, at its sole discretion, within five (5) Business Days, submit via facsimile (a) the disputed determination of the Exercise Price to an independent, reputable investment bank selected by the Company and approved by the Holder, or (b) the disputed arithmetic calculation of the Warrant Shares to the Company's independent, outside accountant. The Company shall cause at its expense the investment bank or the accountant, as the case may be, to perform the determinations or calculations and notify the Company and the Holder of the results no later than ten (10) Business Days from the time it receives the disputed determinations or calculations; provided that, if such disputed determination or arithmetic calculation being submitted by the Holder is determined to be incorrect, then the expense of the investment bank or the accountant shall be the responsibility of the Holder. Such investment bank's or accountant's determination or calculation, as the case may be, shall be final, binding and conclusive upon the parties thereto.

16. NOTICES OF RECORD DATE

Upon (a) any establishment by the Company of a record date of the holders of any class of securities for the purpose of determining the holders thereof who are entitled to receive any dividend or other distribution, or right or option to acquire securities of the Company, or any other right, or (b) any capital reorganization, reclassification, recapitalization, merger or consolidation of the Company with or into any other corporation, any transfer of all or substantially all the assets of the Company, or any voluntary or involuntary dissolution, liquidation or winding up of the Company, or the sale, in a single transaction, of a majority of the Company's voting stock (whether newly issued, or from treasury, or previously issued and then outstanding, or any combination thereof), the Company shall mail to the Holder at least ten (10) Business Days, or such longer period as may be required by law, prior to the record date specified therein, a notice specifying (i) the date established as the record date for the purpose of such dividend, distribution, option or right and a description of such dividend, option or right, (ii) the date on which any such reorganization, reclassification, transfer, consolidation, merger, dissolution, liquidation or winding up, or sale is expected to become effective and (iii) the date, if any, fixed as to when the holders of record of Common Stock shall be entitled to exchange their shares of Common Stock for securities or other property deliverable upon such reorganization, reclassification, transfer, consolation, merger, dissolution, liquidation or winding up.

17. RESERVATION OF SHARES

The Company shall reserve and keep available out of its authorized but unissued shares of Common Stock for issuance upon the exercise of this Warrant, free from pre-emptive rights, such number of shares of Common Stock for which this Warrant shall from time to time be exercisable. The Company will take all such reasonable action as may be necessary to assure that such Warrant Shares may be issued as provided herein without violation of any applicable law or regulation. Without limiting the generality of the foregoing, the Company covenants that it will use commercially reasonable efforts to take all such action as may be necessary or appropriate in order that the Company may validly and legally issue fully paid and non-assessable Warrant Shares upon the exercise of this Warrant and use commercially reasonable efforts to obtain all such authorizations, exemptions or consents, including but not limited to consents from the Company's stockholders or Board of Directors or any public regulatory body, as may be necessary to enable the Company to perform its obligations under this Warrant.

18. HEADINGS

The headings used in this Warrant are for the convenience of reference only and shall not, for any purpose, be deemed a part of this Warrant.

19. AMENDMENT AND WAIVERS

Any term of this Warrant may be amended and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively), with the written consent of the Company and the Holders of a majority of the Warrant Shares issuable upon exercise of the Warrants.

20. NO THIRD PARTY RIGHTS

This Warrant is not intended, and will not be construed, to create any rights in any parties other than the Company and the Holder, and no person or entity may assert any rights as third-party beneficiary hereunder.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Company has caused this Warrant to be duly executed as of the date first set forth above.

ESKO BIONICS HOLDINGS, INC.

By: _____
Name:
Title:

EXHIBIT A

NOTICE OF EXERCISE

(To be executed by the Holder of Warrant if such Holder desires to exercise Warrant)

To EKSO Bionics Holdings, Inc.:

The undersigned hereby irrevocably elects to exercise this Warrant and to purchase thereunder, _____ full shares of EKSO Bionics Holdings, Inc. common stock issuable upon exercise of the Warrant and delivery of $_____ (in cash as provided for in the foregoing Warrant) and any applicable taxes payable by the undersigned pursuant to such Warrant.

The undersigned requests that certificates for such shares be issued in the name of:

_____

_____

_____

(Please print name, address and social security or federal employer identification number (if applicable))*

If the shares issuable upon this exercise of the Warrant are not all of the Warrant Shares which the Holder is entitled to acquire upon the exercise of the Warrant, the undersigned requests that a new Warrant evidencing the rights not so exercised be issued in the name of and delivered to:

_____

_____

_____

(Please print name, address and social security or federal employer identification number (if applicable))*

Name of Holder (print): _____
(Signature): _____
(By:) _____
(Title:) _____
Dated: _____

* If Warrant Shares are to be issued in any name other than that of the registered Holder of the Warrant, then the Holder must include an opinion of counsel, reasonably satisfactory to the Company, to the effect that such issuance complies with all applicable securities laws.

EXHIBIT B

FORM OF ASSIGNMENT

FOR VALUE RECEIVED, _____ hereby sells, assigns and transfers to each assignee set forth below all of the rights of the undersigned under the Warrant (as defined in and evidenced by the attached Warrant) to acquire the number of Warrant Shares set opposite the name of such assignee below and in and to the foregoing Warrant with respect to said acquisition rights and the shares issuable upon exercise of the Warrant:

Name of Assignee (and social security or federal employer identification number (if applicable))	Address	Number of Shares

If the total of the Warrant Shares are not all of the Warrant Shares evidenced by the foregoing Warrant, the undersigned requests that a new Warrant evidencing the right to acquire the Warrant Shares not so assigned be issued in the name of and delivered to the undersigned.

Name of Holder (print): _____
(Signature): _____
(By:) _____
(Title:) _____
Dated: _____

Exhibit 10.7

Warrant Certificate No. _____

NEITHER THE SECURITIES REPRESENTED HEREBY NOR THE SECURITIES ISSUABLE UPON THE EXERCISE OF THIS WARRANT HAVE BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT") OR ANY STATE SECURITIES LAWS. SUCH SECURITIES MAY BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED ONLY (A) TO THE COMPANY, (B) IN COMPLIANCE WITH RULE 144 UNDER THE SECURITIES ACT, IF AVAILABLE, AND IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS, (C) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT, OR (D) IN A TRANSACTION THAT DOES NOT REQUIRE REGISTRATION UNDER THE SECURITIES ACT OR ANY APPLICABLE STATE SECURITIES LAWS, AND THE HOLDER HAS, PRIOR TO SUCH SALE, FURNISHED TO THE COMPANY AN OPINION OF COUNSEL OR OTHER EVIDENCE OF EXEMPTION, IN EITHER CASE REASONABLY SATISFACTORY TO THE COMPANY. HEDGING TRANSACTIONS INVOLVING THESE SECURITIES MAY NOT BE CONDUCTED UNLESS IN COMPLIANCE WITH THE SECURITIES ACT.

Effective Date: _____, 2014 Expiration Date: _____, 2019

EKSO BIONICS HOLDINGS, INC.

WARRANT TO PURCHASE COMMON STOCK

Ekso Bionics Holdings, Inc., a Nevada corporation (the "**Company**"), for value received on the Effective Date, hereby issues to _____ (the "**Holder**") this Warrant (the "**Warrant**") to purchase _____ shares (as from time to time adjusted as hereinafter provided) (each such share a "**Warrant Share**" and all such shares being the "**Warrant Shares**") of the Company's Common Stock (as defined below), at the Exercise Price (as defined below), as adjusted from time to time as provided herein, on or before the Expiration Date, all subject to the following terms and conditions.

This Warrant is one of a series of Warrants of like tenor being issued to holders of the 10% senior subordinated secured convertible promissory notes (the "**Bridge Notes**") of **Ekso Bionics, Inc.**, in connection with the Company's private offering (the "**Offering**") of the Bridge Notes in accordance with, and subject to, the terms and conditions described in the Securities Purchase Agreement entered into by and between the Company and buyer(s) of the Notes set forth on the signature pages affixed thereto (the "**Purchase Agreement**"). Capitalized terms used herein without definition have the meanings ascribed to them in the Purchase Agreement.

As used in this Warrant, (i) "**Business Day**" means any day other than Saturday, Sunday or any other day on which commercial banks in the City of New York, New York, are authorized or required by law or executive order to close; (ii) "**Common Stock**" means the common stock of the Company, $0.001 par value per share, including any securities issued or issuable with respect thereto or into which or for which such shares may be exchanged for, or converted into, pursuant to any stock dividend, stock split, stock combination, recapitalization, reclassification, reorganization or other similar event; (iii) "**Exercise Price**" means $1.00 per share of Common Stock, subject to adjustment as provided herein; (iv) "**Trading Day**" means any day on which the Common Stock is traded on the primary national or regional stock exchange on which the Common Stock is listed, or if not so listed, the OTC Bulletin Board or the OTC Markets, if quoted thereon, is open for the transaction of business; and (v) "**Affiliate**" means any person that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, a person, as such terms are used and construed in Rule 144 promulgated under the Securities Act of 1933, as amended (the "**Securities Act**").

1. DURATION AND EXERCISE OF WARRANTS

(a) Exercise Period. The Holder may exercise this Warrant in whole or in part on any Business Day on or before 5:00 P.M., Eastern Time, on the Expiration Date, at which time this Warrant shall become void and of no value.

(b) Exercise Procedures.

(i) While this Warrant remains outstanding and exercisable in accordance with Section 1(a), the Holder may exercise this Warrant in whole or in part at any time and from time to time by:

(A) delivery to the Company of a duly completed and executed copy of the notice of exercise attached as **Exhibit A** (the "**Notice of Exercise**");

(B) surrender of this Warrant to the Secretary of the Company at its principal offices or at such other office or agency as the Company may specify in writing to the Holder; and

(C) payment of the then-applicable Exercise Price per share multiplied by the number of Warrant Shares being purchased upon exercise of the Warrant (such amount, the "**Aggregate Exercise Price**") made in the form of cash, or by certified check, wire transfer, bank draft or money order payable in lawful money of the United States of America.

(ii) Upon the exercise of this Warrant in compliance with the provisions of this Section 1(b), and except as limited pursuant to Section 1(b)(iii), the Company shall promptly issue and cause to be delivered to the Holder a certificate for the Warrant Shares purchased by the Holder. Each exercise of this Warrant shall be effective immediately prior to the close of business on the date (the "**Date of Exercise**") that the conditions set forth in Section 1(b) have been satisfied, as the case may be. Upon delivery of each of the items set forth in Section 1(b)(i), the Holder shall be deemed for all corporate purposes to have become the holder of record of the Warrant Shares with respect to which this Warrant has been exercised, irrespective of the date of delivery of the certificates evidencing such Warrant Shares.

(iii) Notwithstanding the foregoing provisions of this Section 1(b), the Holder may not exercise this Warrant if and to the extent that such exercise would require the Company to issue a number of shares of Common Stock in excess of its authorized but unissued shares of Common Stock, less all amounts of Common Stock that have been reserved for issue upon the conversion of all outstanding securities convertible into shares of Common Stock and the exercise of all outstanding options, warrants and other rights exercisable for shares of Common Stock. If the Company does not have the requisite number of authorized but unissued shares of Common Stock to permit the Holder to exercise this Warrant, then the Company shall use commercially reasonable efforts to obtain the necessary stockholder consent to increase the authorized number of shares of Common Stock to permit such Holder to exercise this Warrant pursuant to Section 1(b)(i).

(c) Partial Exercise. This Warrant shall be exercisable, either in its entirety or, from time to time, for part only of the number of Warrant Shares referenced by this Warrant; provided, that any such partial exercise must be for an integral number of Warrant Shares. If this Warrant is exercised in part, the Company shall issue, at its expense, a new Warrant, in substantially the form of this Warrant, referencing such reduced number of Warrant Shares that remain subject to this Warrant.

(e) Disputes. In the case of a dispute as to the determination of the Exercise Price or the arithmetic calculation of the Warrant Shares, the Company shall promptly issue to the Holder the number of Warrant Shares that are not disputed and resolve such dispute in accordance with Section 15.

2. ISSUANCE OF WARRANT SHARES

(a) The Company covenants that all Warrant Shares will, upon issuance in accordance with the terms of this Warrant, be (i) duly authorized, fully paid and non-assessable, and (ii) free from all liens, charges and security interests, with the exception of claims arising through the acts or omissions of any Holder and except as arising from applicable Federal and state securities laws.

(b) The Company shall register this Warrant upon records to be maintained by the Company for that purpose in the name of the record holder of such Warrant from time to time. The Company may deem and treat the registered Holder of this Warrant as the absolute owner thereof for the purpose of any exercise thereof, any distribution to the Holder thereof and for all other purposes.

(c) The Company will not, by amendment of its articles of incorporation, by-laws or through any reorganization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms to be observed or performed hereunder by the Company, but will at all times in good faith assist in the carrying out of all the provisions of this Warrant and in the taking of all action necessary or appropriate in order to protect the rights of the Holder to exercise this Warrant, or against impairment of such rights.

3. ADJUSTMENTS OF EXERCISE PRICE, NUMBER AND TYPE OF WARRANT SHARES

(a) The Exercise Price and the number of shares purchasable upon the exercise of this Warrant shall be subject to adjustment from time to time upon the occurrence of certain events described in this Section 3(a); provided, that notwithstanding the provisions of this Section 3, the Company shall not be required to make any adjustment if and to the extent that such adjustment would require the Company to issue a number of shares of Common Stock in excess of its authorized but unissued shares of Common Stock, less all amounts of Common Stock that have been reserved for issue upon the conversion of all outstanding securities convertible into shares of Common Stock and the exercise of all outstanding options, warrants and other rights exercisable for shares of Common Stock. If the Company does not have the requisite number of authorized but unissued shares of Common Stock to make any adjustment, the Company shall use its commercially reasonable efforts to obtain the necessary stockholder consent to increase the authorized number of shares of Common Stock to make such an adjustment pursuant to this Section 3(a).

(i) Subdivision or Combination of Stock. In case the Company shall at any time subdivide (whether by way of stock dividend, stock split or otherwise) its outstanding shares of Common Stock into a greater number of shares, the Exercise Price in effect immediately prior to such subdivision shall be proportionately reduced and the number of Warrant Shares shall be proportionately increased, and conversely, in case the outstanding shares of Common Stock of the Company shall be combined (whether by way of stock combination, reverse stock split or otherwise) into a smaller number of shares, the Exercise Price in effect immediately prior to such combination shall be proportionately increased and the number of Warrant Shares shall be proportionately decreased. The Exercise Price and the Warrant Shares, as so adjusted, shall be readjusted in the same manner upon the happening of any successive event or events described in this Section 3(a)(i).

(ii) Dividends in Stock, Property, Reclassification. If at any time, or from time to time, the holders of Common Stock (or any shares of stock or other securities at the time receivable upon the exercise of this Warrant) shall have received or become entitled to receive, without payment therefore:

(A) any shares of stock or other securities that are at any time directly or indirectly convertible into or exchangeable for Common Stock, or any rights or options to subscribe for, purchase or otherwise acquire any of the foregoing by way of dividend or other distribution, or

(B) additional stock or other securities or property (including cash) by way of spin-off, split-up, reclassification, combination of shares or similar corporate rearrangement (other than shares of Common Stock issued as a stock split or adjustments in respect of which shall be covered by the terms of Section 3(a)(i) above),

then and in each such case, the Exercise Price and the number of Warrant Shares to be obtained upon exercise of this Warrant shall be adjusted proportionately, and the Holder hereof shall, upon the exercise of this Warrant, be entitled to receive, in addition to the number of shares of Common Stock receivable thereupon, and without payment of any additional consideration therefor, the amount of stock and other securities and property (including cash in the cases referred to above) that such Holder would hold on the date of such exercise had such Holder been the holder of record of such Common Stock as of the date on which holders of Common Stock received or became entitled to receive such shares or all other additional stock and other securities and property. The Exercise Price and the Warrant Shares, as so adjusted, shall be readjusted in the same manner upon the happening of any successive event or events described in this Section 3(a)(ii).

(iii) Reorganization, Reclassification, Consolidation, Merger or Sale. If any recapitalization, reclassification or reorganization of the capital stock of the Company, or any consolidation or merger of the Company with another corporation, or the sale of all or substantially all of its assets or other transaction shall be effected in such a way that holders of Common Stock shall be entitled to receive stock, securities or other assets or property (an "**Organic Change**"), then lawful and adequate provisions shall be made by the Company whereby the Holder hereof shall thereafter have the right to purchase and receive (in lieu of the shares of the Common Stock of the Company immediately theretofore purchasable and receivable upon the exercise of the rights represented by this Warrant) such shares of stock, securities or other assets or property as may be issued or payable with respect to or in exchange for a number of outstanding shares of such Common Stock equal to the number of shares of such stock immediately theretofore purchasable and receivable assuming the full exercise of the rights represented by this Warrant. In the event of any Organic Change, appropriate provision shall be made by the Company with respect to the rights and interests of the Holder of this Warrant to the end that the provisions hereof (including, without limitation, provisions for adjustments of the Exercise Price and of the number of shares purchasable and receivable upon the exercise of this Warrant) shall thereafter be applicable, in relation to any shares of stock, securities or assets thereafter deliverable upon the exercise hereof. To the extent necessary to effect the foregoing provisions, the successor corporation (if other than the Company) resulting from such consolidation or merger or the corporation purchasing such assets shall assume by written instrument reasonably satisfactory in form and substance to the Holder executed and mailed or delivered to the registered Holder hereof at the last address of such Holder appearing on the books of the Company, the obligation to deliver to such Holder such shares of stock, securities or assets as, in accordance with the foregoing provisions, such Holder may be entitled to purchase. If there is an Organic Change, then the Company shall cause to be mailed to the Holder at its last address as it shall appear on the books and records of the Company, at least 10 calendar days before the effective date of the Organic Change, a notice stating the date on which such Organic Change is expected to become effective or close, and the date as of which it is expected that holders of the Common Stock of record shall be entitled to exchange their shares for securities, cash, or other property delivered upon such Organic Change; provided, that the failure to mail such notice or any defect therein or in the mailing thereof shall not affect the validity of the corporate action required to be specified in such notice. The Holder is entitled to exercise this Warrant during the 10-day period commencing on the date of such notice to the effective date of the event triggering such notice. In any event, the successor corporation (if other than the Company) resulting from such consolidation or merger or the corporation purchasing such assets shall be deemed to assume such obligation to deliver to such Holder such shares of stock, securities or assets even in the absence of a written instrument assuming such obligation to the extent such assumption occurs by operation of law.

(b) Adjustment of Exercise Price upon Issuance of Additional Shares of Common Stock. In the event the Company shall at any time prior to the Expiration Date issue Additional Shares of Common Stock, as defined below, without consideration or for a consideration per share less than the Exercise Price in effect immediately prior to such issue, then the Exercise Price shall be reduced, concurrently with such issue, to a price (calculated to the nearest cent) determined by multiplying such Exercise Price by a fraction, (A) the numerator of which shall be (1) the number of shares of Common Stock outstanding immediately prior to such issue plus (2) the number of shares of Common Stock which the aggregate consideration received or to be received by the Company for the total number of Additional Shares of Common Stock so issued would purchase at such Exercise Price; and (B) the denominator of which shall be the number of shares of Common Stock outstanding immediately prior to such issue plus the number of such Additional Shares of Common Stock so issued; provided that, (i) for the purpose of this Section 3(b), all shares of Common Stock issuable upon conversion or exchange of convertible securities outstanding immediately prior to such issue shall be deemed to be outstanding, and (ii) the number of shares of Common Stock deemed issuable upon conversion or exchange of such outstanding convertible securities shall be determined without giving effect to any adjustments to the conversion or exchange price or conversion or exchange rate of such convertible securities resulting from the issuance of Additional Shares of Common Stock that is the subject of this calculation. For purposes of this Warrant, "**Additional Shares of Common Stock**" shall mean all shares of Common Stock issued by the Company after the Effective Date (including without limitation any shares of Common Stock issuable upon conversion or exchange of any convertible securities or upon exercise of any option or warrant, on an as-converted basis), other than: (i) shares of Common Stock issued or issuable upon conversion or exchange of any convertible securities or exercise of any options outstanding on the Effective Date; (ii) shares of Common Stock issued or issuable upon conversion of the warrants issued in connection with the Offering; (iii) shares of Common Stock issued or issuable by reason of a dividend, stock split, split-up or other distribution on shares of Common Stock that is covered by Sections 3(a)(i) through 3(a)(iii) above; (iv) shares of Common Stock issued in a registered public offering under the Securities Act; (v) shares of Common Stock issued or issuable pursuant to the acquisition of another corporation by the Company by merger, purchase of substantially all of the assets or other reorganization or pursuant to a joint venture agreement; (vi) shares of Common Stock issued or issuable to officers, directors and employees of, or consultants to, the Company pursuant to stock grants, option plans, purchase plans or other employee stock incentive programs or arrangements approved by the Board of Directors, or upon exercise of options or warrants granted to such parties pursuant to any such plan or arrangement; (vii) any securities issued or issuable by the Company pursuant to the Purchase Agreement or the PIPE. The provisions of this Section 3(b) shall not operate to increase the Exercise Price.

Upon each adjustment of the Exercise Price pursuant to the provisions of this Section 3(b), the number of Warrant Shares issuable upon exercise of this Warrant shall be adjusted by multiplying a number equal to the Exercise Price in effect immediately prior to such adjustment by the number of Warrant Shares issuable upon exercise of this Warrant immediately prior to such adjustment and dividing the product so obtained by the adjusted Exercise Price.

(c) Certificate as to Adjustments. Upon the occurrence of each adjustment or readjustment pursuant to this Section 3, the Company at its expense shall promptly compute such adjustment or readjustment in accordance with the terms hereof and furnish to each Holder of this Warrant a certificate setting forth such adjustment or readjustment and showing in detail the facts upon which such adjustment or readjustment is based. The Company shall promptly furnish or cause to be furnished to such Holder a like certificate setting forth: (i) such adjustments and readjustments; and (ii) the number of shares and the amount, if any, of other property which at the time would be received upon the exercise of the Warrant.

(d) Certain Events. If any event occurs as to which the other provisions of this Section 3 are not strictly applicable but the lack of any adjustment would not fairly protect the purchase rights of the Holder under this Warrant in accordance with the basic intent and principles of such provisions, or if strictly applicable would not fairly protect the purchase rights of the Holder under this Warrant in accordance with the basic intent and principles of such provisions, then the Company's Board of Directors will, in good faith and subject to applicable law, make an appropriate adjustment to protect the rights of the Holder; provided, that no such adjustment pursuant to this Section 3(d) will increase the Exercise Price or decrease the number of Warrant Shares as otherwise determined pursuant to this Section 3.

4. TRANSFERS AND EXCHANGES OF WARRANT AND WARRANT SHARES

(a) Registration of Transfers and Exchanges. Subject to Section 4(c), upon the Holder's surrender of this Warrant, with a duly executed copy of the Form of Assignment attached as **Exhibit B**, to the Secretary of the Company at its principal offices or at such other office or agency as the Company may specify in writing to the Holder, the Company shall register the transfer of all or any portion of this Warrant. Upon such registration of transfer, the Company shall issue a new Warrant, in substantially the form of this Warrant, evidencing the acquisition rights transferred to the transferee and a new Warrant, in similar form, evidencing the remaining acquisition rights not transferred, to the Holder requesting the transfer.

(b) Warrant Exchangeable for Different Denominations. The Holder may exchange this Warrant for a new Warrant or Warrants, in substantially the form of this Warrant, evidencing in the aggregate the right to purchase the number of Warrant Shares, which may then be purchased hereunder, each of such new Warrants to be dated the date of such exchange and to represent the right to purchase such number of Warrant Shares as shall be designated by the Holder. The Holder shall surrender this Warrant with duly executed instructions regarding such re-certification of this Warrant to the Secretary of the Company at its principal offices or at such other office or agency as the Company may specify in writing to the Holder.

(c) Restrictions on Transfers. This Warrant may not be transferred at any time without (i) registration under the Securities Act or (ii) an exemption from such registration and a written opinion of legal counsel addressed to the Company that the proposed transfer of the Warrant may be effected without registration under the Securities Act, which opinion will be in form and from counsel reasonably satisfactory to the Company.

(d) Permitted Transfers and Assignments. Notwithstanding any provision to the contrary in this Section 4, the Holder may transfer, with or without consideration, this Warrant or any of the Warrant Shares (or a portion thereof) to the Holder's Affiliates (as such term is defined under Rule 144 of the Securities Act) without obtaining the opinion from counsel that may be required by Section 4(c)(ii), provided, that the Holder delivers to the Company and its counsel certification, documentation, and other assurances reasonably required by the Company's counsel to enable the Company's counsel to render an opinion to the Company's Transfer Agent that such transfer does not violate applicable securities laws.

5. MUTILATED OR MISSING WARRANT CERTIFICATE

If this Warrant is mutilated, lost, stolen or destroyed, upon request by the Holder, the Company will, at its expense, issue, in exchange for and upon cancellation of the mutilated Warrant, or in substitution for the lost, stolen or destroyed Warrant, a new Warrant, in substantially the form of this Warrant, representing the right to acquire the equivalent number of Warrant Shares; provided, that, as a prerequisite to the issuance of a substitute Warrant, the Company may require satisfactory evidence of loss, theft or destruction as well as an indemnity from the Holder of a lost, stolen or destroyed Warrant.

6. PAYMENT OF TAXES

The Company will pay all transfer and stock issuance taxes attributable to the preparation, issuance and delivery of this Warrant and the Warrant Shares (and replacement Warrants) including, without limitation, all documentary and stamp taxes; provided, however, that the Company shall not be required to pay any tax in respect of the transfer of this Warrant, or the issuance or delivery of certificates for Warrant Shares or other securities in respect of the Warrant Shares to any person or entity other than to the Holder.

7. FRACTIONAL WARRANT SHARES

No fractional Warrant Shares shall be issued upon exercise of this Warrant. Upon the full exercise of this Warrant, the Company, in lieu of issuing any fractional Warrant Share, shall round up the number of Warrant Shares issuable to nearest whole share.

8. NO STOCK RIGHTS AND LEGEND

No holder of this Warrant, as such, shall be entitled to vote or be deemed the holder of any other securities of the Company that may at any time be issuable on the exercise hereof, nor shall anything contained herein be construed to confer upon the holder of this Warrant, as such, the rights of a stockholder of the Company or the right to vote for the election of directors or upon any matter submitted to stockholders at any meeting thereof, or give or withhold consent to any corporate action or to receive notice of meetings or other actions affecting stockholders (except as provided herein), or to receive dividends or subscription rights or otherwise (except as provide herein).

Each certificate for Warrant Shares initially issued upon the exercise of this Warrant, and each certificate for Warrant Shares issued to any subsequent transferee of any such certificate, shall be stamped or otherwise imprinted with a legend in substantially the following form:

NEITHER THE SECURITIES REPRESENTED HEREBY NOR THE SECURITIES ISSUABLE UPON THE CONVERSION OF THIS NOTE HAVE BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT") OR ANY STATE SECURITIES LAWS. SUCH SECURITIES MAY BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED ONLY (A) TO THE COMPANY, (B) IN COMPLIANCE WITH RULE 144 UNDER THE SECURITIES ACT, IF AVAILABLE, AND IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS, (C) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT, OR (D) IN A TRANSACTION THAT DOES NOT REQUIRE REGISTRATION UNDER THE SECURITIES ACT OR ANY APPLICABLE STATE SECURITIES LAWS, AND THE HOLDER HAS, PRIOR TO SUCH SALE, FURNISHED TO THE COMPANY AN OPINION OF COUNSEL OR OTHER EVIDENCE OF EXEMPTION, IN EITHER CASE REASONABLY SATISFACTORY TO THE COMPANY. HEDGING TRANSACTIONS INVOLVING THESE SECURITIES MAY NOT BE CONDUCTED UNLESS IN COMPLIANCE WITH THE SECURITIES ACT.

9. REGISTRATION RIGHTS

The Holder shall be entitled to the registration rights with respect to the Warrant Shares set forth in, and subject to the conditions of, the Registration Rights Agreement.

10. NOTICES

All notices, consents, waivers, and other communications under this Warrant must be in writing and will be deemed given to a party when (a) delivered to the appropriate address by hand or by nationally recognized overnight courier service (costs prepaid); (b) sent by facsimile or e-mail with confirmation of transmission by the transmitting equipment; (c) received or rejected by the addressee, if sent by certified mail, return receipt requested, if to the registered Holder hereof; or (d) seven days after the placement of the notice into the mails (first class postage prepaid), to the Holder at the address, facsimile number, or e-mail address furnished by the registered Holder to the Company in accordance with the Subscription Agreement by and between the Company and the Holder or, if the registered Holder is not the original purchaser of this Warrant, then as provided in the Form of Assignment delivered to the Company pursuant to Section 4(a) in connection with the assignment of this Warrant to such Holder, or if to the Company, to it at:

Ekso Bionics Holdings, Inc.
1414 Harbour Way South
Suite 1201
Point Richmond, CA 94804
Attn: Nathan Harding, CEO
Facsimile: (510) 927-2647

(or to such other address, facsimile number, or e-mail address as the Holder or the Company as a party may designate by notice to the other party in accordance with this Section 10) with a copy to

Gottbetter & Partners, LLP
488 Madison Avenue, 12th Floor
New York, New York 10022
Facsimile Number: (212) 400-6901
Telephone Number: (212) 400-6900

Attn: Adam S. Gottbetter
E-mail Address: notices@gottbetter.com

11. SEVERABILITY

If a court of competent jurisdiction holds any provision of this Warrant invalid or unenforceable, the other provisions of this Warrant will remain in full force and effect. Any provision of this Warrant held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

12. BINDING EFFECT

This Warrant shall be binding upon and inure to the sole and exclusive benefit of the Company, its successors and assigns, the registered Holder or Holders from time to time of this Warrant and the Warrant Shares.

13. SURVIVAL OF RIGHTS AND DUTIES

This Warrant shall terminate and be of no further force and effect on the earlier of 5:00 P.M., Eastern Time, on the Expiration Date or the date on which this Warrant has been exercised in full.

14. GOVERNING LAW

This Warrant will be governed by and construed under the laws of the State of New York without regard to conflicts of laws principles that would require the application of any other law.

15. DISPUTE RESOLUTION

In the case of a dispute as to the determination of the Exercise Price or the arithmetic calculation of the Warrant Shares, the Company shall submit the disputed determinations or arithmetic calculations via facsimile within five (5) Business Days of receipt of the Notice of Exercise giving rise to such dispute, as the case may be, to the Holder. If the Holder and the Company are unable to agree upon such determination or calculation of the Exercise Price or the Warrant Shares within three Business Days of such disputed determination or arithmetic calculation being submitted to the Holder, then the Company shall, at its sole discretion, within five (5) Business Days, submit via facsimile (a) the disputed determination of the Exercise Price to an independent, reputable investment bank selected by the Company and approved by the Holder, or (b) the disputed arithmetic calculation of the Warrant Shares to the Company's independent, outside accountant. The Company shall cause at its expense the investment bank or the accountant, as the case may be, to perform the determinations or calculations and notify the Company and the Holder of the results no later than ten (10) Business Days from the time it receives the disputed determinations or calculations; provided that, if such disputed determination or arithmetic calculation being submitted by the Holder is determined to be incorrect, then the expense of the investment bank or the accountant shall be the responsibility of the Holder. Such investment bank's or accountant's determination or calculation, as the case may be, shall be final, binding and conclusive upon the parties thereto.

16. NOTICES OF RECORD DATE

Upon (a) any establishment by the Company of a record date of the holders of any class of securities for the purpose of determining the holders thereof who are entitled to receive any dividend or other distribution, or right or option to acquire securities of the Company, or any other right, or (b) any capital reorganization, reclassification, recapitalization, merger or consolidation of the Company with or into any other corporation, any transfer of all or substantially all the assets of the Company, or any voluntary or involuntary dissolution, liquidation or winding up of the Company, or the sale, in a single transaction, of a majority of the Company's voting stock (whether newly issued, or from treasury, or previously issued and then outstanding, or any combination thereof), the Company shall mail to the Holder at least ten (10) Business Days, or such longer period as may be required by law, prior to the record date specified therein, a notice specifying (i) the date established as the record date for the purpose of such dividend, distribution, option or right and a description of such dividend, option or right, (ii) the date on which any such reorganization, reclassification, transfer, consolidation, merger, dissolution, liquidation or winding up, or sale is expected to become effective and (iii) the date, if any, fixed as to when the holders of record of Common Stock shall be entitled to exchange their shares of Common Stock for securities or other property deliverable upon such reorganization, reclassification, transfer, consolation, merger, dissolution, liquidation or winding up.

17. RESERVATION OF SHARES

The Company shall reserve and keep available out of its authorized but unissued shares of Common Stock for issuance upon the exercise of this Warrant, free from pre-emptive rights, such number of shares of Common Stock for which this Warrant shall from time to time be exercisable. The Company will take all such reasonable action as may be necessary to assure that such Warrant Shares may be issued as provided herein without violation of any applicable law or regulation. Without limiting the generality of the foregoing, the Company covenants that it will use commercially reasonable efforts to take all such action as may be necessary or appropriate in order that the Company may validly and legally issue fully paid and non-assessable Warrant Shares upon the exercise of this Warrant and use commercially reasonable efforts to obtain all such authorizations, exemptions or consents, including but not limited to consents from the Company's stockholders or Board of Directors or any public regulatory body, as may be necessary to enable the Company to perform its obligations under this Warrant.

18. HEADINGS

The headings used in this Warrant are for the convenience of reference only and shall not, for any purpose, be deemed a part of this Warrant.

19. AMENDMENT AND WAIVERS

Any term of this Warrant may be amended and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively), with the written consent of the Company and the Holders of a majority of the Warrant Shares issuable upon exercise of the Warrants.

20. NO THIRD PARTY RIGHTS

This Warrant is not intended, and will not be construed, to create any rights in any parties other than the Company and the Holder, and no person or entity may assert any rights as third-party beneficiary hereunder.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the Company has caused this Warrant to be duly executed as of the date first set forth above.

EKSO BIONICS HOLDINGS, INC.

By: _____
Name: Nathan Harding
Title: Chief Executive Officer

EXHIBIT A

NOTICE OF EXERCISE

(To be executed by the Holder of Warrant if such Holder desires to exercise Warrant)

To Ekso Bionics Holdings, Inc.:

The undersigned hereby irrevocably elects to exercise this Warrant and to purchase thereunder, _____ full shares of Ekso Bionics Holdings, Inc. common stock issuable upon exercise of the Warrant and delivery of $_____ (in cash as provided for in the foregoing Warrant) and any applicable taxes payable by the undersigned pursuant to such Warrant.

The undersigned requests that certificates for such shares be issued in the name of:

_____

_____

_____

(Please print name, address and social security or federal employer identification number (if applicable))*

If the shares issuable upon this exercise of the Warrant are not all of the Warrant Shares which the Holder is entitled to acquire upon the exercise of the Warrant, the undersigned requests that a new Warrant evidencing the rights not so exercised be issued in the name of and delivered to:

_____

_____

_____

(Please print name, address and social security or federal employer

identification number (if applicable))*

Name of Holder (print): _____

(Signature): _____

(By:) _____

(Title:) _____

Dated: _____

* If Warrant Shares are to be issued in any name other than that of the registered Holder of the Warrant, then the Holder must include an opinion of counsel, reasonably satisfactory to the Company, to the effect that such issuance complies with all applicable securities laws.

EXHIBIT B

FORM OF ASSIGNMENT

FOR VALUE RECEIVED, _____ hereby sells, assigns and transfers to each assignee set forth below all of the rights of the undersigned under the Warrant (as defined in and evidenced by the attached Warrant) to acquire the number of Warrant Shares set opposite the name of such assignee below and in and to the foregoing Warrant with respect to said acquisition rights and the shares issuable upon exercise of the Warrant:

Name of Assignee (and social security or federal employer identification number (if applicable))	Address	Number of Shares

If the total of the Warrant Shares are not all of the Warrant Shares evidenced by the foregoing Warrant, the undersigned requests that a new Warrant evidencing the right to acquire the Warrant Shares not so assigned be issued in the name of and delivered to the undersigned.

Name of Holder (print): _____

(Signature): _____

(By:) _____

(Title:) _____

Dated: _____

Exhibit 10.8

Warrant Certificate No. _____

NEITHER THE SECURITIES REPRESENTED HEREBY NOR THE SECURITIES ISSUABLE UPON THE EXERCISE OF THIS WARRANT HAVE BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT") OR ANY STATE SECURITIES LAWS. SUCH SECURITIES MAY BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED ONLY (A) TO THE COMPANY, (B) IN COMPLIANCE WITH RULE 144 UNDER THE SECURITIES ACT, IF AVAILABLE, AND IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS, (C) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT, OR (D) IN A TRANSACTION THAT DOES NOT REQUIRE REGISTRATION UNDER THE SECURITIES ACT OR ANY APPLICABLE STATE SECURITIES LAWS, AND THE HOLDER HAS, PRIOR TO SUCH SALE, FURNISHED TO THE COMPANY AN OPINION OF COUNSEL OR OTHER EVIDENCE OF EXEMPTION, IN EITHER CASE REASONABLY SATISFACTORY TO THE COMPANY. HEDGING TRANSACTIONS INVOLVING THESE SECURITIES MAY NOT BE CONDUCTED UNLESS IN COMPLIANCE WITH THE SECURITIES ACT.

Effective Date: _____, 2014 Expiration Date: _____, 2019

EKSO BIONICS HOLDINGS, INC.

WARRANT TO PURCHASE COMMON STOCK

Ekso Bionics Holdings, Inc., a Nevada corporation (the "**Company**"), for value received on the Effective Date, hereby issues to _____ (the "**Holder**") this Warrant (the "**Warrant**") to purchase _____ shares (as from time to time adjusted as hereinafter provided) (each such share a "**Warrant Share**" and all such shares being the "**Warrant Shares**") of the Company's Common Stock (as defined below), at the Exercise Price (as defined below), as adjusted from time to time as provided herein, on or before the Expiration Date, all subject to the following terms and conditions.

This Warrant is one of a series of Warrants of like tenor being issued to Subscribers in the Company's private offering (the "**Offering**") of Units of its securities in accordance with, and subject to, the terms and conditions described in the Subscription Agreement entered into by and between the Company and each Subscriber set forth on the signature pages affixed thereto (the "**Subscription Agreement**"). Capitalized terms used herein without definition have the meanings ascribed to them in the Subscription Agreement.

As used in this Warrant, (i) "**Business Day**" means any day other than Saturday, Sunday or any other day on which commercial banks in the City of New York, New York, are authorized or required by law or executive order to close; (ii) "**Common Stock**" means the common stock of the Company, $0.001 par value per share, including any securities issued or issuable with respect thereto or into which or for which such shares may be exchanged for, or converted into, pursuant to any stock dividend, stock split, stock combination, recapitalization, reclassification, reorganization or other similar event; (iii) "**Exercise Price**" means $2.00 per share of Common Stock, subject to adjustment as provided herein; (iv) "**Trading Day**" means any day on which the primary national or regional stock exchange on which the Common Stock is listed, or if not so listed, the OTC Bulletin Board or the OTC Markets, if quoted thereon, is open for the transaction of business; and (v) "**Affiliate**" means any person that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, a person, as such terms are used and construed in Rule 144 promulgated under the Securities Act of 1933, as amended (the "**Securities Act**").

1. DURATION AND EXERCISE OF WARRANTS

(a) Exercise Period. The Holder may exercise this Warrant in whole or in part on any Business Day on or before 5:00 P.M., Eastern Time, on the Expiration Date, at which time this Warrant shall become void and of no value.

(b) Exercise Procedures.

(i) While this Warrant remains outstanding and exercisable in accordance with Section 1(a), the Holder may exercise this Warrant in whole or in part at any time and from time to time by:

(A) delivery to the Company of a duly completed and executed copy of the notice of exercise attached as **Exhibit A** (the "**Notice of Exercise**");

(B) surrender of this Warrant to the Secretary of the Company at its principal offices or at such other office or agency as the Company may specify in writing to the Holder; and

(C) payment of the then-applicable Exercise Price per share multiplied by the number of Warrant Shares being purchased upon exercise of the Warrant (such amount, the "**Aggregate Exercise Price**") made in the form of cash, or by certified check, wire transfer, bank draft or money order payable in lawful money of the United States of America.

(ii) Upon the exercise of this Warrant in compliance with the provisions of this Section 1(b), and except as limited pursuant to Section 1(b)(iii), the Company shall promptly issue and cause to be delivered to the Holder a certificate for the Warrant Shares purchased by the Holder. Each exercise of this Warrant shall be effective immediately prior to the close of business on the date (the "**Date of Exercise**") that the conditions set forth in Section 1(b) have been satisfied, as the case may be. Upon delivery of each of the items set forth in Section 1(b)(i), the Holder shall be deemed for all corporate purposes to have become the holder of record of the Warrant Shares with respect to which this Warrant has been exercised, irrespective of the date of delivery of the certificates evidencing such Warrant Shares.

(iii) Notwithstanding the foregoing provisions of this Section 1(b), the Holder may not exercise this Warrant if and to the extent that such exercise would require the Company to issue a number of shares of Common Stock in excess of its authorized but unissued shares of Common Stock, less all amounts of Common Stock that have been reserved for issue upon the conversion of all outstanding securities convertible into shares of Common Stock and the exercise of all outstanding options, warrants and other rights exercisable for shares of Common Stock. If the Company does not have the requisite number of authorized but unissued shares of Common Stock to permit the Holder to exercise this Warrant, then the Company shall use commercially reasonable efforts to obtain the necessary stockholder consent to increase the authorized number of shares of Common Stock to permit such Holder to exercise this Warrant pursuant to Section 1(b)(i).

(c) Partial Exercise. This Warrant shall be exercisable, either in its entirety or, from time to time, for part only of the number of Warrant Shares referenced by this Warrant; provided, that any such partial exercise must be for an integral number of Warrant Shares. If this Warrant is exercised in part, the Company shall issue, at its expense, a new Warrant, in substantially the form of this Warrant, referencing such reduced number of Warrant Shares that remain subject to this Warrant.

(e) Disputes. In the case of a dispute as to the determination of the Exercise Price or the arithmetic calculation of the Warrant Shares, the Company shall promptly issue to the Holder the number of Warrant Shares that are not disputed and resolve such dispute in accordance with Section 15.

2. ISSUANCE OF WARRANT SHARES

(a) The Company covenants that all Warrant Shares will, upon issuance in accordance with the terms of this Warrant, be (i) duly authorized, fully paid and non-assessable, and (ii) free from all liens, charges and security interests, with the exception of claims arising through the acts or omissions of any Holder and except as arising from applicable Federal and state securities laws.

(b) The Company shall register this Warrant upon records to be maintained by the Company for that purpose in the name of the record holder of such Warrant from time to time. The Company may deem and treat the registered Holder of this Warrant as the absolute owner thereof for the purpose of any exercise thereof, any distribution to the Holder thereof and for all other purposes.

(c) The Company will not, by amendment of its articles of incorporation, by-laws or through any reorganization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms to be observed or performed hereunder by the Company, but will at all times in good faith assist in the carrying out of all the provisions of this Warrant and in the taking of all action necessary or appropriate in order to protect the rights of the Holder to exercise this Warrant, or against impairment of such rights.

3. ADJUSTMENTS OF EXERCISE PRICE, NUMBER AND TYPE OF WARRANT SHARES

(a) General. The Exercise Price and the number of shares purchasable upon the exercise of this Warrant shall be subject to adjustment from time to time upon the occurrence of certain events described in this Section 3(a); provided, that notwithstanding the provisions of this Section 3, the Company shall not be required to make any adjustment if and to the extent that such adjustment would require the Company to issue a number of shares of Common Stock in excess of its authorized but unissued shares of Common Stock, less all amounts of Common Stock that have been reserved for issue upon the conversion of all outstanding securities convertible into shares of Common Stock and the exercise of all outstanding options, warrants and other rights exercisable for shares of Common Stock. If the Company does not have the requisite number of authorized but unissued shares of Common Stock to make any adjustment, the Company shall use its commercially reasonable efforts to obtain the necessary stockholder consent to increase the authorized number of shares of Common Stock to make such an adjustment pursuant to this Section 3(a).

(i) Subdivision or Combination of Stock. In case the Company shall at any time subdivide (whether by way of stock dividend, stock split or otherwise) its outstanding shares of Common Stock into a greater number of shares, the Exercise Price in effect immediately prior to such subdivision shall be proportionately reduced and the number of Warrant Shares shall be proportionately increased, and conversely, in case the outstanding shares of Common Stock of the Company shall be combined (whether by way of stock combination, reverse stock split or otherwise) into a smaller number of shares, the Exercise Price in effect immediately prior to such combination shall be proportionately increased and the number of Warrant Shares shall be proportionately decreased. The Exercise Price and the Warrant Shares, as so adjusted, shall be readjusted in the same manner upon the happening of any successive event or events described in this Section 3(a)(i).

(ii) Dividends in Stock, Property, Reclassification. If at any time, or from time to time, the holders of Common Stock (or any shares of stock or other securities at the time receivable upon the exercise of this Warrant) shall have received or become entitled to receive, without payment therefor:

(A) any shares of stock or other securities that are at any time directly or indirectly convertible into or exchangeable for Common Stock, or any rights or options to subscribe for, purchase or otherwise acquire any of the foregoing by way of dividend or other distribution, or

(B) additional stock or other securities or property (including cash) by way of spin-off, split-up, reclassification, combination of shares or similar corporate rearrangement (other than shares of Common Stock issued as a stock split or adjustments in respect of which shall be covered by the terms of Section 3(a)(i) above),

then and in each such case, the Exercise Price and the number of Warrant Shares to be obtained upon exercise of this Warrant shall be adjusted proportionately, and the Holder hereof shall, upon the exercise of this Warrant, be entitled to receive, in addition to the number of shares of Common Stock receivable thereupon, and without payment of any additional consideration therefor, the amount of stock and other securities and property (including cash in the cases referred to above) that such Holder would hold on the date of such exercise had such Holder been the holder of record of such Common Stock as of the date on which holders of Common Stock received or became entitled to receive such shares or all other additional stock and other securities and property. The Exercise Price and the Warrant Shares, as so adjusted, shall be readjusted in the same manner upon the happening of any successive event or events described in this Section 3(a)(ii)**.**

(iii) Reorganization, Reclassification, Consolidation, Merger or Sale. If any recapitalization, reclassification or reorganization of the capital stock of the Company, or any consolidation or merger of the Company with another corporation, or the sale of all or substantially all of its assets or other transaction shall be effected in such a way that holders of Common Stock shall be entitled to receive stock, securities or other assets or property (an "**Organic Change**"), then lawful and adequate provisions shall be made by the Company whereby the Holder hereof shall thereafter have the right to purchase and receive (in lieu of the shares of the Common Stock of the Company immediately theretofore purchasable and receivable upon the exercise of the rights represented by this Warrant) such shares of stock, securities or other assets or property as may be issued or payable with respect to or in exchange for a number of outstanding shares of such Common Stock equal to the number of shares of such stock immediately theretofore purchasable and receivable assuming the full exercise of the rights represented by this Warrant. In the event of any Organic Change, appropriate provision shall be made by the Company with respect to the rights and interests of the Holder of this Warrant to the end that the provisions hereof (including, without limitation, provisions for adjustments of the Exercise Price and of the number of shares purchasable and receivable upon the exercise of this Warrant) shall thereafter be applicable, in relation to any shares of stock, securities or assets thereafter deliverable upon the exercise hereof. To the extent necessary to effect the foregoing provisions, the successor corporation (if other than the Company) resulting from such consolidation or merger or the corporation purchasing such assets shall assume by written instrument reasonably satisfactory in form and substance to the Holder executed and mailed or delivered to the registered Holder hereof at the last address of such Holder appearing on the books of the Company, the obligation to deliver to such Holder such shares of stock, securities or assets as, in accordance with the foregoing provisions, such Holder may be entitled to purchase. If there is an Organic Change, then the Company shall cause to be mailed to the Holder at its last address as it shall appear on the books and records of the Company, at least 10 calendar days before the effective date of the Organic Change, a notice stating the date on which such Organic Change is expected to become effective or close, and the date as of which it is expected that holders of the Common Stock of record shall be entitled to exchange their shares for securities, cash, or other property delivered upon such Organic Change; provided, that the failure to mail such notice or any defect therein or in the mailing thereof shall not affect the validity of the corporate action required to be specified in such notice. The Holder is entitled to exercise this Warrant during the 10-day period commencing on the date of such notice to the effective date of the event triggering such notice. In any event, the successor corporation (if other than the Company) resulting from such consolidation or merger or the corporation purchasing such assets shall be deemed to assume such obligation to deliver to such Holder such shares of stock, securities or assets even in the absence of a written instrument assuming such obligation to the extent such assumption occurs by operation of law.

(b) Adjustment of Exercise Price upon Issuance of Additional Shares of Common Stock. In the event the Company shall at any time prior to the Expiration Date issue Additional Shares of Common Stock, as defined below, without consideration or for a consideration per share less than the Exercise Price in effect immediately prior to such issue, then the Exercise Price shall be reduced, concurrently with such issue, to a price (calculated to the nearest cent) determined by multiplying such Exercise Price by a fraction, (A) the numerator of which shall be (1) the number of shares of Common Stock outstanding immediately prior to such issue plus (2) the number of shares of Common Stock which the aggregate consideration received or to be received by the Company for the total number of Additional Shares of Common Stock so issued would purchase at such Exercise Price; and (B) the denominator of which shall be the number of shares of Common Stock outstanding immediately prior to such issue plus the number of such Additional Shares of Common Stock so issued; provided that, (i) for the purpose of this Section 3(b), all shares of Common Stock issuable upon conversion or exchange of convertible securities outstanding immediately prior to such issue shall be deemed to be outstanding, and (ii) the number of shares of Common Stock deemed issuable upon conversion or exchange of such outstanding convertible securities shall be determined without giving effect to any adjustments to the conversion or exchange price or conversion or exchange rate of such convertible securities resulting from the issuance of Additional Shares of Common Stock that is the subject of this calculation. For purposes of this Warrant, "**Additional Shares of Common Stock**" shall mean all shares of Common Stock issued by the Company after the Effective Date (including without limitation any shares of Common Stock issuable upon conversion or exchange of any convertible securities or upon exercise of any option or warrant, on an as-converted basis), other than: (i) shares of Common Stock issued or issuable upon conversion or exchange of any convertible securities or exercise of any options outstanding on the Effective Date after giving effect to the Merger and the conversion of the Bridge Notes; (ii) shares of Common Stock issued or issuable upon conversion of the Warrants, the Bridge Warrants, the Placement Agent Warrants or the Bridge Placement Agent Warrants; (iii) shares of Common Stock issued or issuable by reason of a dividend, stock split, split-up or other distribution on shares of Common Stock that is covered by Sections 3(a)(i) through 3(a)(iii) above; (iv) shares of Common Stock issued in a registered public offering under the Securities Act; (v) shares of Common Stock issued or issuable pursuant to the acquisition of another entity or business by the Company by merger, purchase of substantially all of the assets or other reorganization or pursuant to a joint venture agreement, but not including a transaction in which the Company is issuing securities primarily for the purpose of raising capital or to an entity whose primary business is investing in securities; (vi) shares of Common Stock issued or issuable to officers, directors and employees of, or consultants to, the Company pursuant to stock grants, option plans, purchase plans or other employee stock incentive programs or arrangements approved by the Board of Directors, or upon exercise of options or warrants granted to such parties pursuant to any such plan or arrangement; (vii) any securities issued or issuable by the Company pursuant to the Subscription Agreement or upon conversion of the Bridge Notes; and (viii) securities issued to financial institutions, institutional investors or lessors in connection with credit arrangements, equipment financings, lease arrangements or similar transactions, in each case approved by a majority of disinterested directors of the Company, and in the aggregate not exceeding ten percent (10%) of the number of shares of Common Stock outstanding at any time. The provisions of this Section 3(b) shall not operate to increase the Exercise Price.

Upon each adjustment of the Exercise Price pursuant to the provisions of this Section 3(b), the number of Warrant Shares issuable upon exercise of this Warrant shall be adjusted by multiplying a number equal to the Exercise Price in effect immediately prior to such adjustment by the number of Warrant Shares issuable upon exercise of this Warrant immediately prior to such adjustment and dividing the product so obtained by the adjusted Exercise Price.

(c) Certificate as to Adjustments. Upon the occurrence of each adjustment or readjustment pursuant to this Section 3, the Company at its expense shall promptly compute such adjustment or readjustment in accordance with the terms hereof and furnish to each Holder of this Warrant a certificate setting forth such adjustment or readjustment and showing in detail the facts upon which such adjustment or readjustment is based. The Company shall promptly furnish or cause to be furnished to such Holder a like certificate setting forth: (i) such adjustments and readjustments; and (ii) the number of shares and the amount, if any, of other property which at the time would be received upon the exercise of the Warrant.

(d) Certain Events. If any event occurs as to which the other provisions of this Section 3 are not strictly applicable but the lack of any adjustment would not fairly protect the purchase rights of the Holder under this Warrant in accordance with the basic intent and principles of such provisions, or if strictly applicable would not fairly protect the purchase rights of the Holder under this Warrant in accordance with the basic intent and principles of such provisions, then the Company's Board of Directors will, in good faith and subject to applicable law, make an appropriate adjustment to protect the rights of the Holder; provided, that no such adjustment pursuant to this Section 3(d) will increase the Exercise Price or decrease the number of Warrant Shares as otherwise determined pursuant to this Section 3.

4. TRANSFERS AND EXCHANGES OF WARRANT AND WARRANT SHARES

(a) Registration of Transfers and Exchanges. Subject to Section 4(c), upon the Holder's surrender of this Warrant, with a duly executed copy of the Form of Assignment attached as **Exhibit B**, to the Secretary of the Company at its principal offices or at such other office or agency as the Company may specify in writing to the Holder, the Company shall register the transfer of all or any portion of this Warrant. Upon such registration of transfer, the Company shall issue a new Warrant, in substantially the form of this Warrant, evidencing the acquisition rights transferred to the transferee and a new Warrant, in similar form, evidencing the remaining acquisition rights not transferred, to the Holder requesting the transfer.

(b) Warrant Exchangeable for Different Denominations. The Holder may exchange this Warrant for a new Warrant or Warrants, in substantially the form of this Warrant, evidencing in the aggregate the right to purchase the number of Warrant Shares, which may then be purchased hereunder, each of such new Warrants to be dated the date of such exchange and to represent the right to purchase such number of Warrant Shares as shall be designated by the Holder. The Holder shall surrender this Warrant with duly executed instructions regarding such re-certification of this Warrant to the Secretary of the Company at its principal offices or at such other office or agency as the Company may specify in writing to the Holder.

(c) Restrictions on Transfers. This Warrant may not be transferred at any time without (i) registration under the Securities Act or (ii) an exemption from such registration and a written opinion of legal counsel addressed to the Company that the proposed transfer of the Warrant may be effected without registration under the Securities Act, which opinion will be in form and from counsel reasonably satisfactory to the Company.

(d) Permitted Transfers and Assignments. Notwithstanding any provision to the contrary in this Section 4, the Holder may transfer, with or without consideration, this Warrant or any of the Warrant Shares (or a portion thereof) to the Holder's Affiliates (as such term is defined under Rule 144 of the Securities Act) without obtaining the opinion from counsel that may be required by Section 4(c)(ii), provided, that the Holder delivers to the Company and its counsel certification, documentation, and other assurances reasonably required by the Company's counsel to enable the Company's counsel to render an opinion to the Company's Transfer Agent that such transfer does not violate applicable securities laws.

5. MUTILATED OR MISSING WARRANT CERTIFICATE

If this Warrant is mutilated, lost, stolen or destroyed, upon request by the Holder, the Company will, at its expense, issue, in exchange for and upon cancellation of the mutilated Warrant, or in substitution for the lost, stolen or destroyed Warrant, a new Warrant, in substantially the form of this Warrant, representing the right to acquire the equivalent number of Warrant Shares; provided, that, as a prerequisite to the issuance of a substitute Warrant, the Company may require satisfactory evidence of loss, theft or destruction as well as an indemnity from the Holder of a lost, stolen or destroyed Warrant.

6. PAYMENT OF TAXES

The Company will pay all transfer and stock issuance taxes attributable to the preparation, issuance and delivery of this Warrant and the Warrant Shares (and replacement Warrants) including, without limitation, all documentary and stamp taxes; provided, however, that the Company shall not be required to pay any tax in respect of the transfer of this Warrant, or the issuance or delivery of certificates for Warrant Shares or other securities in respect of the Warrant Shares to any person or entity other than to the Holder.

7. FRACTIONAL WARRANT SHARES

No fractional Warrant Shares shall be issued upon exercise of this Warrant. Upon the full exercise of this Warrant, the Company, in lieu of issuing any fractional Warrant Share, shall round up the number of Warrant Shares issuable to nearest whole share.

8. NO STOCK RIGHTS AND LEGEND

No holder of this Warrant, as such, shall be entitled to vote or be deemed the holder of any other securities of the Company that may at any time be issuable on the exercise hereof, nor shall anything contained herein be construed to confer upon the holder of this Warrant, as such, the rights of a stockholder of the Company or the right to vote for the election of directors or upon any matter submitted to stockholders at any meeting thereof, or give or withhold consent to any corporate action or to receive notice of meetings or other actions affecting stockholders (except as provided herein), or to receive dividends or subscription rights or otherwise (except as provide herein).

Each certificate for Warrant Shares initially issued upon the exercise of this Warrant, and each certificate for Warrant Shares issued to any subsequent transferee of any such certificate, shall be stamped or otherwise imprinted with a legend in substantially the following form:

THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT") OR ANY STATE SECURITIES LAWS. THESE SECURITIES MAY BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED ONLY (A) TO THE COMPANY, (B) IN COMPLIANCE WITH RULE 144 UNDER THE SECURITIES ACT, IF AVAILABLE, AND IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS, (C) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT, OR (D) IN A TRANSACTION THAT DOES NOT REQUIRE REGISTRATION UNDER THE SECURITIES ACT OR ANY APPLICABLE STATE SECURITIES LAWS, AND THE HOLDER HAS, PRIOR TO SUCH SALE, FURNISHED TO THE COMPANY AN OPINION OF COUNSEL OR OTHER EVIDENCE OF EXEMPTION, IN EITHER CASE REASONABLY SATISFACTORY TO THE COMPANY. HEDGING TRANSACTIONS INVOLVING THESE SECURITIES MAY NOT BE CONDUCTED UNLESS IN COMPLIANCE WITH THE SECURITIES ACT.

9. REGISTRATION RIGHTS

The Holder shall be entitled to the registration rights with respect to the Warrant Shares set forth in, and subject to the conditions of, the Registration Rights Agreement.

10. NOTICES

All notices, consents, waivers, and other communications under this Warrant must be in writing and will be deemed given to a party when (a) delivered to the appropriate address by hand or by nationally recognized overnight courier service (costs prepaid); (b) sent by facsimile or e-mail with confirmation of transmission by the transmitting equipment; (c) received or rejected by the addressee, if sent by certified mail, return receipt requested, if to the registered Holder hereof; or (d) seven days after the placement of the notice into the mails (first class postage prepaid), to the Holder at the address, facsimile number, or e-mail address furnished by the registered Holder to the Company in accordance with the Subscription Agreement by and between the Company and the Holder or, if the registered Holder is not the original purchaser of this Warrant, then as provided in the Form of Assignment delivered to the Company pursuant to Section 4(a) in connection with the assignment of this Warrant to such Holder, or if to the Company, to it at:

Ekso Bionics Holdings, Inc.
1414 Harbour Way South, Suite 1201 Richmond, CA 94804

Attn: [_____]
Facsimile Number:
Telephone Number:
E-mail Address:

(or to such other address, facsimile number, or e-mail address as the Holder or the Company as a party may designate by notice to the other party in accordance with this Section 10) with a copy to

Attn:
Facsimile Number:
Telephone Number:
E-mail Address:

11. SEVERABILITY

If a court of competent jurisdiction holds any provision of this Warrant invalid or unenforceable, the other provisions of this Warrant will remain in full force and effect. Any provision of this Warrant held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

12. BINDING EFFECT

This Warrant shall be binding upon and inure to the sole and exclusive benefit of the Company, its successors and assigns, the registered Holder or Holders from time to time of this Warrant and the Warrant Shares.

13. SURVIVAL OF RIGHTS AND DUTIES

This Warrant shall terminate and be of no further force and effect on the earlier of 5:00 P.M., Eastern Time, on the Expiration Date or the date on which this Warrant has been exercised in full.

14. GOVERNING LAW

This Warrant will be governed by and construed under the laws of the State of New York without regard to conflicts of laws principles that would require the application of any other law.

15. DISPUTE RESOLUTION

In the case of a dispute as to the determination of the Exercise Price or the arithmetic calculation of the Warrant Shares, the Company shall submit the disputed determinations or arithmetic calculations via facsimile within five (5) Business Days of receipt of the Notice of Exercise giving rise to such dispute, as the case may be, to the Holder. If the Holder and the Company are unable to agree upon such determination or calculation of the Exercise Price or the Warrant Shares within three Business Days of such disputed determination or arithmetic calculation being submitted to the Holder, then the Company shall, at its sole discretion, within five (5) Business Days, submit via facsimile (a) the disputed determination of the Exercise Price to an independent, reputable investment bank selected by the Company and approved by the Holder, or (b) the disputed arithmetic calculation of the Warrant Shares to the Company's independent, outside accountant. The Company shall cause at its expense the investment bank or the accountant, as the case may be, to perform the determinations or calculations and notify the Company and the Holder of the results no later than ten (10) Business Days from the time it receives the disputed determinations or calculations; provided that, if such disputed determination or arithmetic calculation being submitted by the Holder is determined to be incorrect, then the expense of the investment bank or the accountant shall be the responsibility of the Holder. Such investment bank's or accountant's determination or calculation, as the case may be, shall be final, binding and conclusive upon the parties thereto.

16. NOTICES OF RECORD DATE

Upon (a) any establishment by the Company of a record date of the holders of any class of securities for the purpose of determining the holders thereof who are entitled to receive any dividend or other distribution, or right or option to acquire securities of the Company, or any other right, or (b) any capital reorganization, reclassification, recapitalization, merger or consolidation of the Company with or into any other corporation, any transfer of all or substantially all the assets of the Company, or any voluntary or involuntary dissolution, liquidation or winding up of the Company, or the sale, in a single transaction, of a majority of the Company's voting stock (whether newly issued, or from treasury, or previously issued and then outstanding, or any combination thereof), the Company shall mail to the Holder at least ten (10) Business Days, or such longer period as may be required by law, prior to the record date specified therein, a notice specifying (i) the date established as the record date for the purpose of such dividend, distribution, option or right and a description of such dividend, option or right, (ii) the date on which any such reorganization, reclassification, transfer, consolidation, merger, dissolution, liquidation or winding up, or sale is expected to become effective and (iii) the date, if any, fixed as to when the holders of record of Common Stock shall be entitled to exchange their shares of Common Stock for securities or other property deliverable upon such reorganization, reclassification, transfer, consolation, merger, dissolution, liquidation or winding up.

17. RESERVATION OF SHARES

The Company shall reserve and keep available out of its authorized but unissued shares of Common Stock for issuance upon the exercise of this Warrant, free from pre-emptive rights, such number of shares of Common Stock for which this Warrant shall from time to time be exercisable. The Company will take all such reasonable action as may be necessary to assure that such Warrant Shares may be issued as provided herein without violation of any applicable law or regulation. Without limiting the generality of the foregoing, the Company covenants that it will use commercially reasonable efforts to take all such action as may be necessary or appropriate in order that the Company may validly and legally issue fully paid and non-assessable Warrant Shares upon the exercise of this Warrant and use commercially reasonable efforts to obtain all such authorizations, exemptions or consents, including but not limited to consents from the Company's stockholders or Board of Directors or any public regulatory body, as may be necessary to enable the Company to perform its obligations under this Warrant.

18. HEADINGS

The headings used in this Warrant are for the convenience of reference only and shall not, for any purpose, be deemed a part of this Warrant.

19. AMENDMENT AND WAIVERS

Any term of this Warrant may be amended and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively), with the written consent of the Company and the Holders of a majority of the Warrant Shares issuable upon exercise of the Warrants.

20. NO THIRD PARTY RIGHTS

This Warrant is not intended, and will not be construed, to create any rights in any parties other than the Company and the Holder, and no person or entity may assert any rights as third-party beneficiary hereunder.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Company has caused this Warrant to be duly executed as of the date first set forth above.

EKSO BIONICS HOLDINGS, INC.

By: _____
Name:
Title:

EXHIBIT A

NOTICE OF EXERCISE

(To be executed by the Holder of Warrant if such Holder desires to exercise Warrant)

To EKSO BIONICS HOLDINGS, INC.:

The undersigned hereby irrevocably elects to exercise this Warrant and to purchase thereunder, _____ full shares of Ekso Bionics Holdings, Inc. common stock issuable upon exercise of the Warrant and delivery of $_____ (in cash as provided for in the foregoing Warrant) and any applicable taxes payable by the undersigned pursuant to such Warrant.

The undersigned requests that certificates for such shares be issued in the name of:

_____

_____

_____

(Please print name, address and social security or federal employer identification number (if applicable))*

If the shares issuable upon this exercise of the Warrant are not all of the Warrant Shares which the Holder is entitled to acquire upon the exercise of the Warrant, the undersigned requests that a new Warrant evidencing the rights not so exercised be issued in the name of and delivered to:

_____

_____

_____

(Please print name, address and social security or federal employer identification number (if applicable))*

Name of Holder (print): _____
(Signature): _____
(By:) _____
(Title:) _____
Dated: _____

* If Warrant Shares are to be issued in any name other than that of the registered Holder of the Warrant, then the Holder must include an opinion of counsel, reasonably satisfactory to the Company, to the effect that such issuance complies with all applicable securities laws.

EXHIBIT B

FORM OF ASSIGNMENT

FOR VALUE RECEIVED, _____ hereby sells, assigns and transfers to each assignee set forth below all of the rights of the undersigned under the Warrant (as defined in and evidenced by the attached Warrant) to acquire the number of Warrant Shares set opposite the name of such assignee below and in and to the foregoing Warrant with respect to said acquisition rights and the shares issuable upon exercise of the Warrant:

Name of Assignee (and social security or federal employer identification number (if applicable))	Address	Number of Shares

If the total of the Warrant Shares are not all of the Warrant Shares evidenced by the foregoing Warrant, the undersigned requests that a new Warrant evidencing the right to acquire the Warrant Shares not so assigned be issued in the name of and delivered to the undersigned.

Name of Holder (print): _____
(Signature): _____
(By:) _____
(Title:) _____
Dated: _____

Exhibit 10.9

Warrant Certificate No. _____

NEITHER THE SECURITIES REPRESENTED HEREBY NOR THE SECURITIES ISSUABLE UPON THE EXERCISE OF THIS WARRANT HAVE BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT") OR ANY STATE SECURITIES LAWS. SUCH SECURITIES MAY BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED ONLY (A) TO THE COMPANY, (B) IN COMPLIANCE WITH RULE 144 UNDER THE SECURITIES ACT, IF AVAILABLE, AND IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS, (C) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT, OR (D) IN A TRANSACTION THAT DOES NOT REQUIRE REGISTRATION UNDER THE SECURITIES ACT OR ANY APPLICABLE STATE SECURITIES LAWS, AND THE HOLDER HAS, PRIOR TO SUCH SALE, FURNISHED TO THE COMPANY AN OPINION OF COUNSEL OR OTHER EVIDENCE OF EXEMPTION, IN EITHER CASE REASONABLY SATISFACTORY TO THE COMPANY. HEDGING TRANSACTIONS INVOLVING THESE SECURITIES MAY NOT BE CONDUCTED UNLESS IN COMPLIANCE WITH THE SECURITIES ACT.

Effective Date: _____, 2014 Expiration Date: _____, 2019

EKSO BIONICS HOLDINGS, INC.

WARRANT TO PURCHASE COMMON STOCK

Ekso Bionics Holdings, Inc., a Nevada corporation (the "**Company**"), for value received on the Effective Date, hereby issues to _____ (the "**Holder**") this Warrant (the "**Warrant**") to purchase _____ shares (as from time to time adjusted as hereinafter provided) (each such share a "**Warrant Share**" and all such shares being the "**Warrant Shares**") of the Company's Common Stock (as defined below), at the Exercise Price (as defined below), as adjusted from time to time as provided herein, on or before the Expiration Date, all subject to the following terms and conditions.

This Warrant is one of a series of Warrants of like tenor being issued to Subscribers in the Company's private offering (the "**Offering**") of Units of its securities in accordance with, and subject to, the terms and conditions described in the Subscription Agreement entered into by and between the Company and each Subscriber set forth on the signature pages affixed thereto (the "**Subscription Agreement**"). Capitalized terms used herein without definition have the meanings ascribed to them in the Subscription Agreement.

As used in this Warrant, (i) "**Business Day**" means any day other than Saturday, Sunday or any other day on which commercial banks in the City of New York, New York, are authorized or required by law or executive order to close; (ii) "**Common Stock**" means the common stock of the Company, $0.001 par value per share, including any securities issued or issuable with respect thereto or into which or for which such shares may be exchanged for, or converted into, pursuant to any stock dividend, stock split, stock combination, recapitalization, reclassification, reorganization or other similar event; (iii) "**Exercise Price**" means $1.00 per share of Common Stock, subject to adjustment as provided herein; (iv) "**Trading Day**" means any day on which the primary national or regional stock exchange on which the Common Stock is listed, or if not so listed, the OTC Bulletin Board or the OTC Markets, if quoted thereon, is open for the transaction of business; and (v) "**Affiliate**" means any person that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, a person, as such terms are used and construed in Rule 144 promulgated under the Securities Act of 1933, as amended (the "**Securities Act**").

1. DURATION AND EXERCISE OF WARRANTS

(a) Exercise Period. The Holder may exercise this Warrant in whole or in part on any Business Day on or before 5:00 P.M., Eastern Time, on the Expiration Date, at which time this Warrant shall become void and of no value.

(b) Exercise Procedures.

(i) While this Warrant remains outstanding and exercisable in accordance with Section 1(a), the Holder may exercise this Warrant in whole or in part at any time and from time to time by:

(A) delivery to the Company of a duly completed and executed copy of the notice of exercise attached as **Exhibit A** (the "**Notice of Exercise**");

(B) surrender of this Warrant to the Secretary of the Company at its principal offices or at such other office or agency as the Company may specify in writing to the Holder; and

(C) payment of the then-applicable Exercise Price per share multiplied by the number of Warrant Shares being purchased upon exercise of the Warrant (such amount, the "**Aggregate Exercise Price**") made in the form of cash, or by certified check, wire transfer, bank draft or money order payable in lawful money of the United States of America.

(ii) Upon the exercise of this Warrant in compliance with the provisions of this Section 1(b), and except as limited pursuant to Section 1(b)(iii), the Company shall promptly issue and cause to be delivered to the Holder a certificate for the Warrant Shares purchased by the Holder. Each exercise of this Warrant shall be effective immediately prior to the close of business on the date (the "**Date of Exercise**") that the conditions set forth in Section 1(b) have been satisfied, as the case may be. Upon delivery of each of the items set forth in Section 1(b)(i), the Holder shall be deemed for all corporate purposes to have become the holder of record of the Warrant Shares with respect to which this Warrant has been exercised, irrespective of the date of delivery of the certificates evidencing such Warrant Shares.

(iii) Notwithstanding the foregoing provisions of this Section 1(b), the Holder may not exercise this Warrant if and to the extent that such exercise would require the Company to issue a number of shares of Common Stock in excess of its authorized but unissued shares of Common Stock, less all amounts of Common Stock that have been reserved for issue upon the conversion of all outstanding securities convertible into shares of Common Stock and the exercise of all outstanding options, warrants and other rights exercisable for shares of Common Stock. If the Company does not have the requisite number of authorized but unissued shares of Common Stock to permit the Holder to exercise this Warrant, then the Company shall use commercially reasonable efforts to obtain the necessary stockholder consent to increase the authorized number of shares of Common Stock to permit such Holder to exercise this Warrant pursuant to Section 1(b)(i).

(c) Partial Exercise. This Warrant shall be exercisable, either in its entirety or, from time to time, for part only of the number of Warrant Shares referenced by this Warrant; provided, that any such partial exercise must be for an integral number of Warrant Shares. If this Warrant is exercised in part, the Company shall issue, at its expense, a new Warrant, in substantially the form of this Warrant, referencing such reduced number of Warrant Shares that remain subject to this Warrant.

(e) Disputes. In the case of a dispute as to the determination of the Exercise Price or the arithmetic calculation of the Warrant Shares, the Company shall promptly issue to the Holder the number of Warrant Shares that are not disputed and resolve such dispute in accordance with Section 15.

2. ISSUANCE OF WARRANT SHARES

(a) The Company covenants that all Warrant Shares will, upon issuance in accordance with the terms of this Warrant, be (i) duly authorized, fully paid and non-assessable, and (ii) free from all liens, charges and security interests, with the exception of claims arising through the acts or omissions of any Holder and except as arising from applicable Federal and state securities laws.

(b) The Company shall register this Warrant upon records to be maintained by the Company for that purpose in the name of the record holder of such Warrant from time to time. The Company may deem and treat the registered Holder of this Warrant as the absolute owner thereof for the purpose of any exercise thereof, any distribution to the Holder thereof and for all other purposes.

(c) The Company will not, by amendment of its articles of incorporation, by-laws or through any reorganization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms to be observed or performed hereunder by the Company, but will at all times in good faith assist in the carrying out of all the provisions of this Warrant and in the taking of all action necessary or appropriate in order to protect the rights of the Holder to exercise this Warrant, or against impairment of such rights.

3. ADJUSTMENTS OF EXERCISE PRICE, NUMBER AND TYPE OF WARRANT SHARES

(a) General. The Exercise Price and the number of shares purchasable upon the exercise of this Warrant shall be subject to adjustment from time to time upon the occurrence of certain events described in this Section 3(a); provided, that notwithstanding the provisions of this Section 3, the Company shall not be required to make any adjustment if and to the extent that such adjustment would require the Company to issue a number of shares of Common Stock in excess of its authorized but unissued shares of Common Stock, less all amounts of Common Stock that have been reserved for issue upon the conversion of all outstanding securities convertible into shares of Common Stock and the exercise of all outstanding options, warrants and other rights exercisable for shares of Common Stock. If the Company does not have the requisite number of authorized but unissued shares of Common Stock to make any adjustment, the Company shall use its commercially reasonable efforts to obtain the necessary stockholder consent to increase the authorized number of shares of Common Stock to make such an adjustment pursuant to this Section 3(a).

(i) Subdivision or Combination of Stock. In case the Company shall at any time subdivide (whether by way of stock dividend, stock split or otherwise) its outstanding shares of Common Stock into a greater number of shares, the Exercise Price in effect immediately prior to such subdivision shall be proportionately reduced and the number of Warrant Shares shall be proportionately increased, and conversely, in case the outstanding shares of Common Stock of the Company shall be combined (whether by way of stock combination, reverse stock split or otherwise) into a smaller number of shares, the Exercise Price in effect immediately prior to such combination shall be proportionately increased and the number of Warrant Shares shall be proportionately decreased. The Exercise Price and the Warrant Shares, as so adjusted, shall be readjusted in the same manner upon the happening of any successive event or events described in this Section 3(a)(i).

(ii) Dividends in Stock, Property, Reclassification. If at any time, or from time to time, the holders of Common Stock (or any shares of stock or other securities at the time receivable upon the exercise of this Warrant) shall have received or become entitled to receive, without payment therefor:

(A) any shares of stock or other securities that are at any time directly or indirectly convertible into or exchangeable for Common Stock, or any rights or options to subscribe for, purchase or otherwise acquire any of the foregoing by way of dividend or other distribution, or

(B) additional stock or other securities or property (including cash) by way of spin-off, split-up, reclassification, combination of shares or similar corporate rearrangement (other than shares of Common Stock issued as a stock split or adjustments in respect of which shall be covered by the terms of Section 3(a)(i) above),

then and in each such case, the Exercise Price and the number of Warrant Shares to be obtained upon exercise of this Warrant shall be adjusted proportionately, and the Holder hereof shall, upon the exercise of this Warrant, be entitled to receive, in addition to the number of shares of Common Stock receivable thereupon, and without payment of any additional consideration therefor, the amount of stock and other securities and property (including cash in the cases referred to above) that such Holder would hold on the date of such exercise had such Holder been the holder of record of such Common Stock as of the date on which holders of Common Stock received or became entitled to receive such shares or all other additional stock and other securities and property. The Exercise Price and the Warrant Shares, as so adjusted, shall be readjusted in the same manner upon the happening of any successive event or events described in this Section 3(a)(ii)**.**

(iii) Reorganization, Reclassification, Consolidation, Merger or Sale. If any recapitalization, reclassification or reorganization of the capital stock of the Company, or any consolidation or merger of the Company with another corporation, or the sale of all or substantially all of its assets or other transaction shall be effected in such a way that holders of Common Stock shall be entitled to receive stock, securities or other assets or property (an "**Organic Change**"), then lawful and adequate provisions shall be made by the Company whereby the Holder hereof shall thereafter have the right to purchase and receive (in lieu of the shares of the Common Stock of the Company immediately theretofore purchasable and receivable upon the exercise of the rights represented by this Warrant) such shares of stock, securities or other assets or property as may be issued or payable with respect to or in exchange for a number of outstanding shares of such Common Stock equal to the number of shares of such stock immediately theretofore purchasable and receivable assuming the full exercise of the rights represented by this Warrant. In the event of any Organic Change, appropriate provision shall be made by the Company with respect to the rights and interests of the Holder of this Warrant to the end that the provisions hereof (including, without limitation, provisions for adjustments of the Exercise Price and of the number of shares purchasable and receivable upon the exercise of this Warrant) shall thereafter be applicable, in relation to any shares of stock, securities or assets thereafter deliverable upon the exercise hereof. To the extent necessary to effect the foregoing provisions, the successor corporation (if other than the Company) resulting from such consolidation or merger or the corporation purchasing such assets shall assume by written instrument reasonably satisfactory in form and substance to the Holder executed and mailed or delivered to the registered Holder hereof at the last address of such Holder appearing on the books of the Company, the obligation to deliver to such Holder such shares of stock, securities or assets as, in accordance with the foregoing provisions, such Holder may be entitled to purchase. If there is an Organic Change, then the Company shall cause to be mailed to the Holder at its last address as it shall appear on the books and records of the Company, at least 10 calendar days before the effective date of the Organic Change, a notice stating the date on which such Organic Change is expected to become effective or close, and the date as of which it is expected that holders of the Common Stock of record shall be entitled to exchange their shares for securities, cash, or other property delivered upon such Organic Change; provided, that the failure to mail such notice or any defect therein or in the mailing thereof shall not affect the validity of the corporate action required to be specified in such notice. The Holder is entitled to exercise this Warrant during the 10-day period commencing on the date of such notice to the effective date of the event triggering such notice. In any event, the successor corporation (if other than the Company) resulting from such consolidation or merger or the corporation purchasing such assets shall be deemed to assume such obligation to deliver to such Holder such shares of stock, securities or assets even in the absence of a written instrument assuming such obligation to the extent such assumption occurs by operation of law.

(b) Adjustment of Exercise Price upon Issuance of Additional Shares of Common Stock. In the event the Company shall at any time prior to the Expiration Date issue Additional Shares of Common Stock, as defined below, without consideration or for a consideration per share less than the Exercise Price in effect immediately prior to such issue, then the Exercise Price shall be reduced, concurrently with such issue, to a price (calculated to the nearest cent) determined by multiplying such Exercise Price by a fraction, (A) the numerator of which shall be (1) the number of shares of Common Stock outstanding immediately prior to such issue plus (2) the number of shares of Common Stock which the aggregate consideration received or to be received by the Company for the total number of Additional Shares of Common Stock so issued would purchase at such Exercise Price; and (B) the denominator of which shall be the number of shares of Common Stock outstanding immediately prior to such issue plus the number of such Additional Shares of Common Stock so issued; provided that, (i) for the purpose of this Section 3(b), all shares of Common Stock issuable upon conversion or exchange of convertible securities outstanding immediately prior to such issue shall be deemed to be outstanding, and (ii) the number of shares of Common Stock deemed issuable upon conversion or exchange of such outstanding convertible securities shall be determined without giving effect to any adjustments to the conversion or exchange price or conversion or exchange rate of such convertible securities resulting from the issuance of Additional Shares of Common Stock that is the subject of this calculation. For purposes of this Warrant, "**Additional Shares of Common Stock**" shall mean all shares of Common Stock issued by the Company after the Effective Date (including without limitation any shares of Common Stock issuable upon conversion or exchange of any convertible securities or upon exercise of any option or warrant, on an as-converted basis), other than: (i) shares of Common Stock issued or issuable upon conversion or exchange of any convertible securities or exercise of any options outstanding on the Effective Date after giving effect to the Merger and the conversion of the Bridge Notes; (ii) shares of Common Stock issued or issuable upon conversion of the Warrants, the Bridge Warrants, the Placement Agent Warrants or the Bridge Placement Agent Warrants; (iii) shares of Common Stock issued or issuable by reason of a dividend, stock split, split-up or other distribution on shares of Common Stock that is covered by Sections 3(a)(i) through 3(a)(iii) above; (iv) shares of Common Stock issued in a registered public offering under the Securities Act; (v) shares of Common Stock issued or issuable pursuant to the acquisition of another entity or business by the Company by merger, purchase of substantially all of the assets or other reorganization or pursuant to a joint venture agreement, but not including a transaction in which the Company is issuing securities primarily for the purpose of raising capital or to an entity whose primary business is investing in securities; (vi) shares of Common Stock issued or issuable to officers, directors and employees of, or consultants to, the Company pursuant to stock grants, option plans, purchase plans or other employee stock incentive programs or arrangements approved by the Board of Directors, or upon exercise of options or warrants granted to such parties pursuant to any such plan or arrangement; (vii) any securities issued or issuable by the Company pursuant to the Subscription Agreement or upon conversion of the Bridge Notes; and (viii) securities issued to financial institutions, institutional investors or lessors in connection with credit arrangements, equipment financings, lease arrangements or similar transactions, in each case approved by a majority of disinterested directors of the Company, and in the aggregate not exceeding ten percent (10%) of the number of shares of Common Stock outstanding at any time. The provisions of this Section 3(b) shall not operate to increase the Exercise Price.

Upon each adjustment of the Exercise Price pursuant to the provisions of this Section 3(b), the number of Warrant Shares issuable upon exercise of this Warrant shall be adjusted by multiplying a number equal to the Exercise Price in effect immediately prior to such adjustment by the number of Warrant Shares issuable upon exercise of this Warrant immediately prior to such adjustment and dividing the product so obtained by the adjusted Exercise Price.

(c) Certificate as to Adjustments. Upon the occurrence of each adjustment or readjustment pursuant to this Section 3, the Company at its expense shall promptly compute such adjustment or readjustment in accordance with the terms hereof and furnish to each Holder of this Warrant a certificate setting forth such adjustment or readjustment and showing in detail the facts upon which such adjustment or readjustment is based. The Company shall promptly furnish or cause to be furnished to such Holder a like certificate setting forth: (i) such adjustments and readjustments; and (ii) the number of shares and the amount, if any, of other property which at the time would be received upon the exercise of the Warrant.

(d) Certain Events. If any event occurs as to which the other provisions of this Section 3 are not strictly applicable but the lack of any adjustment would not fairly protect the purchase rights of the Holder under this Warrant in accordance with the basic intent and principles of such provisions, or if strictly applicable would not fairly protect the purchase rights of the Holder under this Warrant in accordance with the basic intent and principles of such provisions, then the Company's Board of Directors will, in good faith and subject to applicable law, make an appropriate adjustment to protect the rights of the Holder; provided, that no such adjustment pursuant to this Section 3(d) will increase the Exercise Price or decrease the number of Warrant Shares as otherwise determined pursuant to this Section 3.

4. TRANSFERS AND EXCHANGES OF WARRANT AND WARRANT SHARES

(a) Registration of Transfers and Exchanges. Subject to Section 4(c), upon the Holder's surrender of this Warrant, with a duly executed copy of the Form of Assignment attached as **Exhibit B**, to the Secretary of the Company at its principal offices or at such other office or agency as the Company may specify in writing to the Holder, the Company shall register the transfer of all or any portion of this Warrant. Upon such registration of transfer, the Company shall issue a new Warrant, in substantially the form of this Warrant, evidencing the acquisition rights transferred to the transferee and a new Warrant, in similar form, evidencing the remaining acquisition rights not transferred, to the Holder requesting the transfer.

(b) Warrant Exchangeable for Different Denominations. The Holder may exchange this Warrant for a new Warrant or Warrants, in substantially the form of this Warrant, evidencing in the aggregate the right to purchase the number of Warrant Shares, which may then be purchased hereunder, each of such new Warrants to be dated the date of such exchange and to represent the right to purchase such number of Warrant Shares as shall be designated by the Holder. The Holder shall surrender this Warrant with duly executed instructions regarding such re-certification of this Warrant to the Secretary of the Company at its principal offices or at such other office or agency as the Company may specify in writing to the Holder.

(c) Restrictions on Transfers. This Warrant may not be transferred at any time without (i) registration under the Securities Act or (ii) an exemption from such registration and a written opinion of legal counsel addressed to the Company that the proposed transfer of the Warrant may be effected without registration under the Securities Act, which opinion will be in form and from counsel reasonably satisfactory to the Company.

(d) Permitted Transfers and Assignments. Notwithstanding any provision to the contrary in this Section 4, the Holder may transfer, with or without consideration, this Warrant or any of the Warrant Shares (or a portion thereof) to the Holder's Affiliates (as such term is defined under Rule 144 of the Securities Act) without obtaining the opinion from counsel that may be required by Section 4(c)(ii), provided, that the Holder delivers to the Company and its counsel certification, documentation, and other assurances reasonably required by the Company's counsel to enable the Company's counsel to render an opinion to the Company's Transfer Agent that such transfer does not violate applicable securities laws.

5. MUTILATED OR MISSING WARRANT CERTIFICATE

If this Warrant is mutilated, lost, stolen or destroyed, upon request by the Holder, the Company will, at its expense, issue, in exchange for and upon cancellation of the mutilated Warrant, or in substitution for the lost, stolen or destroyed Warrant, a new Warrant, in substantially the form of this Warrant, representing the right to acquire the equivalent number of Warrant Shares; provided, that, as a prerequisite to the issuance of a substitute Warrant, the Company may require satisfactory evidence of loss, theft or destruction as well as an indemnity from the Holder of a lost, stolen or destroyed Warrant.

6. PAYMENT OF TAXES

The Company will pay all transfer and stock issuance taxes attributable to the preparation, issuance and delivery of this Warrant and the Warrant Shares (and replacement Warrants) including, without limitation, all documentary and stamp taxes; provided, however, that the Company shall not be required to pay any tax in respect of the transfer of this Warrant, or the issuance or delivery of certificates for Warrant Shares or other securities in respect of the Warrant Shares to any person or entity other than to the Holder.

7. FRACTIONAL WARRANT SHARES

No fractional Warrant Shares shall be issued upon exercise of this Warrant. Upon the full exercise of this Warrant, the Company, in lieu of issuing any fractional Warrant Share, shall round up the number of Warrant Shares issuable to nearest whole share.

8. NO STOCK RIGHTS AND LEGEND

No holder of this Warrant, as such, shall be entitled to vote or be deemed the holder of any other securities of the Company that may at any time be issuable on the exercise hereof, nor shall anything contained herein be construed to confer upon the holder of this Warrant, as such, the rights of a stockholder of the Company or the right to vote for the election of directors or upon any matter submitted to stockholders at any meeting thereof, or give or withhold consent to any corporate action or to receive notice of meetings or other actions affecting stockholders (except as provided herein), or to receive dividends or subscription rights or otherwise (except as provide herein).

Each certificate for Warrant Shares initially issued upon the exercise of this Warrant, and each certificate for Warrant Shares issued to any subsequent transferee of any such certificate, shall be stamped or otherwise imprinted with a legend in substantially the following form:

THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT") OR ANY STATE SECURITIES LAWS. THESE SECURITIES MAY BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED ONLY (A) TO THE COMPANY, (B) IN COMPLIANCE WITH RULE 144 UNDER THE SECURITIES ACT, IF AVAILABLE, AND IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS, (C) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT, OR (D) IN A TRANSACTION THAT DOES NOT REQUIRE REGISTRATION UNDER THE SECURITIES ACT OR ANY APPLICABLE STATE SECURITIES LAWS, AND THE HOLDER HAS, PRIOR TO SUCH SALE, FURNISHED TO THE COMPANY AN OPINION OF COUNSEL OR OTHER EVIDENCE OF EXEMPTION, IN EITHER CASE REASONABLY SATISFACTORY TO THE COMPANY. HEDGING TRANSACTIONS INVOLVING THESE SECURITIES MAY NOT BE CONDUCTED UNLESS IN COMPLIANCE WITH THE SECURITIES ACT.

9. REGISTRATION RIGHTS

The Holder shall be entitled to the registration rights with respect to the Warrant Shares set forth in, and subject to the conditions of, the Registration Rights Agreement.

10. NOTICES

All notices, consents, waivers, and other communications under this Warrant must be in writing and will be deemed given to a party when (a) delivered to the appropriate address by hand or by nationally recognized overnight courier service (costs prepaid); (b) sent by facsimile or e-mail with confirmation of transmission by the transmitting equipment; (c) received or rejected by the addressee, if sent by certified mail, return receipt requested, if to the registered Holder hereof; or (d) seven days after the placement of the notice into the mails (first class postage prepaid), to the Holder at the address, facsimile number, or e-mail address furnished by the registered Holder to the Company in accordance with the Subscription Agreement by and between the Company and the Holder or, if the registered Holder is not the original purchaser of this Warrant, then as provided in the Form of Assignment delivered to the Company pursuant to Section 4(a) in connection with the assignment of this Warrant to such Holder, or if to the Company, to it at:

Ekso Bionics Holdings, Inc.
1414 Harbour Way South, Suite 1201
Richmond, CA 94804
Attn: Chief Financial Officer
Facsimile Number: (510) 927-2647
Telephone Number: (203) 723-3576
E-mail Address: investors@eksobionics.com

(or to such other address, facsimile number, or e-mail address as the Holder or the Company as a party may designate by notice to the other party in accordance with this Section 10) with a copy to

Attn:
Facsimile Number:
Telephone Number:
E-mail Address:

11. SEVERABILITY

If a court of competent jurisdiction holds any provision of this Warrant invalid or unenforceable, the other provisions of this Warrant will remain in full force and effect. Any provision of this Warrant held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

12. BINDING EFFECT

This Warrant shall be binding upon and inure to the sole and exclusive benefit of the Company, its successors and assigns, the registered Holder or Holders from time to time of this Warrant and the Warrant Shares.

13. SURVIVAL OF RIGHTS AND DUTIES

This Warrant shall terminate and be of no further force and effect on the earlier of 5:00 P.M., Eastern Time, on the Expiration Date or the date on which this Warrant has been exercised in full.

14. GOVERNING LAW

This Warrant will be governed by and construed under the laws of the State of New York without regard to conflicts of laws principles that would require the application of any other law.

15. DISPUTE RESOLUTION

In the case of a dispute as to the determination of the Exercise Price or the arithmetic calculation of the Warrant Shares, the Company shall submit the disputed determinations or arithmetic calculations via facsimile within five (5) Business Days of receipt of the Notice of Exercise giving rise to such dispute, as the case may be, to the Holder. If the Holder and the Company are unable to agree upon such determination or calculation of the Exercise Price or the Warrant Shares within three Business Days of such disputed determination or arithmetic calculation being submitted to the Holder, then the Company shall, at its sole discretion, within five (5) Business Days, submit via facsimile (a) the disputed determination of the Exercise Price to an independent, reputable investment bank selected by the Company and approved by the Holder, or (b) the disputed arithmetic calculation of the Warrant Shares to the Company's independent, outside accountant. The Company shall cause at its expense the investment bank or the accountant, as the case may be, to perform the determinations or calculations and notify the Company and the Holder of the results no later than ten (10) Business Days from the time it receives the disputed determinations or calculations; provided that, if such disputed determination or arithmetic calculation being submitted by the Holder is determined to be incorrect, then the expense of the investment bank or the accountant shall be the responsibility of the Holder. Such investment bank's or accountant's determination or calculation, as the case may be, shall be final, binding and conclusive upon the parties thereto.

16. NOTICES OF RECORD DATE

Upon (a) any establishment by the Company of a record date of the holders of any class of securities for the purpose of determining the holders thereof who are entitled to receive any dividend or other distribution, or right or option to acquire securities of the Company, or any other right, or (b) any capital reorganization, reclassification, recapitalization, merger or consolidation of the Company with or into any other corporation, any transfer of all or substantially all the assets of the Company, or any voluntary or involuntary dissolution, liquidation or winding up of the Company, or the sale, in a single transaction, of a majority of the Company's voting stock (whether newly issued, or from treasury, or previously issued and then outstanding, or any combination thereof), the Company shall mail to the Holder at least ten (10) Business Days, or such longer period as may be required by law, prior to the record date specified therein, a notice specifying (i) the date established as the record date for the purpose of such dividend, distribution, option or right and a description of such dividend, option or right, (ii) the date on which any such reorganization, reclassification, transfer, consolidation, merger, dissolution, liquidation or winding up, or sale is expected to become effective and (iii) the date, if any, fixed as to when the holders of record of Common Stock shall be entitled to exchange their shares of Common Stock for securities or other property deliverable upon such reorganization, reclassification, transfer, consolation, merger, dissolution, liquidation or winding up.

17. RESERVATION OF SHARES

The Company shall reserve and keep available out of its authorized but unissued shares of Common Stock for issuance upon the exercise of this Warrant, free from pre-emptive rights, such number of shares of Common Stock for which this Warrant shall from time to time be exercisable. The Company will take all such reasonable action as may be necessary to assure that such Warrant Shares may be issued as provided herein without violation of any applicable law or regulation. Without limiting the generality of the foregoing, the Company covenants that it will use commercially reasonable efforts to take all such action as may be necessary or appropriate in order that the Company may validly and legally issue fully paid and non-assessable Warrant Shares upon the exercise of this Warrant and use commercially reasonable efforts to obtain all such authorizations, exemptions or consents, including but not limited to consents from the Company's stockholders or Board of Directors or any public regulatory body, as may be necessary to enable the Company to perform its obligations under this Warrant.

18. HEADINGS

The headings used in this Warrant are for the convenience of reference only and shall not, for any purpose, be deemed a part of this Warrant.

19. AMENDMENT AND WAIVERS

Any term of this Warrant may be amended and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively), with the written consent of the Company and the Holders of a majority of the Warrant Shares issuable upon exercise of the Warrants.

20. NO THIRD PARTY RIGHTS

This Warrant is not intended, and will not be construed, to create any rights in any parties other than the Company and the Holder, and no person or entity may assert any rights as third-party beneficiary hereunder.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Company has caused this Warrant to be duly executed as of the date first set forth above.

EKSO BIONICS HOLDINGS, INC.

By: _____
Name:
Title:

EXHIBIT A

NOTICE OF EXERCISE

(To be executed by the Holder of Warrant if such Holder desires to exercise Warrant)

To EKSO BIONICS HOLDINGS, INC.:

The undersigned hereby irrevocably elects to exercise this Warrant and to purchase thereunder, _____ full shares of Ekso Bionics Holdings, Inc. common stock issuable upon exercise of the Warrant and delivery of $_____ (in cash as provided for in the foregoing Warrant) and any applicable taxes payable by the undersigned pursuant to such Warrant.

The undersigned requests that certificates for such shares be issued in the name of:

_____

_____

_____

(Please print name, address and social security or federal employer identification number (if applicable))*

If the shares issuable upon this exercise of the Warrant are not all of the Warrant Shares which the Holder is entitled to acquire upon the exercise of the Warrant, the undersigned requests that a new Warrant evidencing the rights not so exercised be issued in the name of and delivered to:

_____

_____

_____

(Please print name, address and social security or federal employer identification number (if applicable))*

Name of Holder (print): _____
(Signature): _____
(By:) _____
(Title:) _____
Dated: _____

* If Warrant Shares are to be issued in any name other than that of the registered Holder of the Warrant, then the Holder must include an opinion of counsel, reasonably satisfactory to the Company, to the effect that such issuance complies with all applicable securities laws.

EXHIBIT B

FORM OF ASSIGNMENT

FOR VALUE RECEIVED, _____ hereby sells, assigns and transfers to each assignee set forth below all of the rights of the undersigned under the Warrant (as defined in and evidenced by the attached Warrant) to acquire the number of Warrant Shares set opposite the name of such assignee below and in and to the foregoing Warrant with respect to said acquisition rights and the shares issuable upon exercise of the Warrant:

Name of Assignee (and social security or federal employer identification number (if applicable))	Address	Number of Shares

If the total of the Warrant Shares are not all of the Warrant Shares evidenced by the foregoing Warrant, the undersigned requests that a new Warrant evidencing the right to acquire the Warrant Shares not so assigned be issued in the name of and delivered to the undersigned.

Name of Holder (print): _____

(Signature): _____

(By:) _____

(Title:) _____

Dated: _____

Exhibit 10.10

FORM OF
REGISTRATION RIGHTS AGREEMENT

This Registration Rights Agreement (this "**Agreement**") is made and entered into effective as of _____ ___, 2014, between **Ekso Bionics Holdings, Inc.**, a Nevada corporation (the "**Company**"), the persons who have executed omnibus or counterpart signature page(s) hereto (each, a "**Purchaser**" and collectively, the "**Purchasers,**" which terms, for avoidance of doubt, include all persons who purchased Bridge Notes (as defined below) and/or Units (as defined below)), and the persons or entities identified on Schedule 1 hereto holding Bridge Placement Agent Warrants, Placement Agent Warrants (each as defined below) or Lender Warrants (collectively, the "**Other Holders**").

RECITALS:

WHEREAS, Ekso Bionics, Inc., a Delaware corporation (the "**Ekso**"), has offered and sold in compliance with Rule 506 of Regulation D promulgated under the Securities Act of 1933, as amended (the "**Securities Act**"), to accredited investors in a private placement offering (the "**Note Offering**"), Ekso's 10% Secured Convertible Promissory Notes with a term of eight (8) months (the "**Bridge Notes**"), pursuant to that certain Securities Purchase Agreement entered into by and between Ekso and buyer(s) of the Bridge Notes set forth on the signature pages affixed thereto (the "**Bridge Purchase Agreement**"); and

WHEREAS, the Company has offered and sold in compliance with Rule 506 of Regulation D promulgated under the Securities Act to accredited investors in a private placement offering (the "**PIPE**") its "**Units**," each consisting of (i) one share of the common stock of the Company, par value $0.001 per share (the "**Common Stock**") and (ii) a warrant representing the right to purchase one share of Common Stock, exercisable from issuance until five (5) years after the initial closing of the PIPE at an exercise price of $2.00 per share (the "**PIPE Warrants**"), pursuant to that certain Subscription Agreement entered into by and between the Company and subscribers for the Units set forth on the signature pages affixed thereto (the "**PIPE Subscription Agreement**"); and

WHEREAS, in connection with the consummation of the PIPE and the merger of the Company's wholly-owned subsidiary with and into Ekso (the "Merger"), all of the Bridge Notes have been converted into Units and warrants to purchase a number of shares of Common Stock equal to the number of shares of Common Stock contained in the Units into which the Bridge Notes converted, exercisable for a term of three (3) years at an exercise price per share of $1.00 (the "**Bridge Warrants**") at the Conversion Price (as defined in the Bridge Notes); and

WHEREAS, the Company has agreed to enter into a registration rights agreement with each of the Purchasers in the PIPE who purchased the Units; and

WHEREAS, in connection with the Note Offering, Ekso agreed to cause the Company to enter into a registration rights agreement with each of the Purchasers who purchased Bridge Notes granting such Purchasers registration rights with respect to the shares of Common Stock issued to such Purchasers upon the converstion of the Bridge Notes into Units, shares of Common Stock issuable upon exercise of the PIPE Warrants issued to such Purchaser upon the conversion of the Bridge Notes into Units, and upon exercise of the Bridge Warrants issued to such Purchaser, in each case on a pari passu basis with, and upon substantially the same terms as the registration rights granted to, the Purchasers of Units in the PIPE; and

WHEREAS, the Company has agreed with the Placement Agent (as defined in the PIPE Subscription Agreement) that the shares of Common Stock issuable upon exercise of the Bridge Placement Agent Warrants and the Placement Agent Warrants shall be included in the Registration Statement and has agreed with that the Lender Warrants shall contain substantially the same terms as the Bridge Placement Agent Warrants.

NOW, THEREFORE, in consideration of the mutual promises, representations, warranties, covenants, and conditions set forth herein, the parties mutually agree as follows:

1. Certain Definitions. As used in this Agreement, the following terms shall have the following respective meanings:

"Approved Market" means the OTC Markets Group, the Nasdaq Stock Market, the New York Stock Exchange or the NYSE Amex.

"Blackout Period" means, with respect to a registration, a period during which the Company, in the good faith judgment of its board of directors, determines (because of the existence of, or in anticipation of, any acquisition, financing activity, or other transaction involving the Company, or the unavailability for reasons beyond the Company's control of any required financial statements, disclosure of information which is in its best interest not to publicly disclose, or any other event or condition of similar significance to the Company) that the registration and distribution of the Registrable Securities to be covered by such registration statement, if any, would be seriously detrimental to the Company and its stockholders, in each case commencing on the day immediately after the Company notifies the Holders that they are required, because of the determination described above, to suspend offers and sales of Registrable Securities and ending on the earlier of (1) the date upon which the material non-public information resulting in the Blackout Period is disclosed to the public or ceases to be material and (2) such time as the Company notifies the selling Holders that sales pursuant to such Registration Statement or a new or amended Registration Statement may resume.

"Bridge Placement Agent Warrants" shall have the meaning set forth in the Subscription Agreement.

"Business Day" means any day of the year, other than a Saturday, Sunday, or other day on which banks in the State of New York are required or authorized to close.

"Commission" means the U. S. Securities and Exchange Commission or any other federal agency at the time administering the Securities Act.

"Common Stock" means the common stock, par value $0.001 per share, of the Company and any and all shares of capital stock or other equity securities of: (i) the Company which are added to or exchanged or substituted for the Common Stock by reason of the declaration of any stock dividend or stock split, the issuance of any distribution or the reclassification, readjustment, recapitalization or other such modification of the capital structure of the Company; and (ii) any other corporation, now or hereafter organized under the laws of any state or other governmental authority, with which the Company is merged, which results from any consolidation or reorganization to which the Company is a party, or to which is sold all or substantially all of the shares or assets of the Company, if immediately after such merger, consolidation, reorganization or sale, the Company or the stockholders of the Company own equity securities having in the aggregate more than 50% of the total voting power of such other corporation.

"Effective Date" means the date of the final closing of the PIPE.

"Exchange Act" means the Securities Exchange Act of 1934, as amended, and the rules and regulations of the Commission promulgated thereunder.

"Family Member" means (a) with respect to any individual, such individual's spouse, any descendants (whether natural or adopted), any trust all of the beneficial interests of which are owned by any of such individuals or by any of such individuals together with any organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, the estate of any such individual, and any corporation, association, partnership or limited liability company all of the equity interests of which are owned by those above described individuals, trusts or organizations and (b) with respect to any trust, the owners of the beneficial interests of such trust.

"Holder" means (i) each Purchaser or any of such Purchaser's respective successors and Permitted Assignees who acquire rights in accordance with this Agreement with respect to any Registrable Securities directly or indirectly from a Purchaser or from any Permitted Assignee and (ii) each Other Holder or any of such Other Holder's respective successors and Permitted Assignees who acquire rights in accordance with this Agreement with respect to any Registrable Securities directly or indirectly from an Other Holder or from any Permitted Assignee.

"Lender Warrants" means the warrant to purchase up to 225,000 shares of Common Stock issued to a certain lender of Ekso pursuant to a certain letter agreement between the lender and Ekso dated November 15, 2013.

"Majority Holders" means, at any time, Holders of a majority of the Registrable Securities then outstanding.

"Permitted Assignee" means (a) with respect to a partnership, its partners or former partners in accordance with their partnership interests, (b) with respect to a corporation, its stockholders in accordance with their interest in the corporation, (c) with respect to a limited liability company, its members or former members in accordance with their interest in the limited liability company, (d) with respect to an individual party, any Family Member of such party, (e) an entity that is controlled by, controls, or is under common control with a transferor, or (f) a party to this Agreement.

"Piggyback Registration" means, in any registration of Common Stock referenced in Section 3(b), the right of each Holder to include the Registrable Securities of such Holder in such registration.

"Placement Agent Warrants" shall have the meaning set forth in the Subscription Agreement.

The terms "register," "registered," and "registration" refer to a registration effected by preparing and filing a registration statement in compliance with the Securities Act, and the declaration or ordering of the effectiveness of such registration statement.

"Registrable Securities" means (a) the Shares, (b) the shares of Common Stock issuable upon exercise of the Bridge Warrants, (c) the shares of Common Stock issuable upon exercise of the PIPE Warrants, (d) the shares of Common Stock issuable upon exercise of the Bridge Placement Agent Warrants, (e) the shares of Common Stock issuable upon exercise of the Placement Agent Warrants, and (f) the shares of Common Stock issuable upon the exercise of the Lender Warrants; but, in each case, excluding any otherwise Registrable Securities that (i) have been sold or otherwise transferred other than to a Permitted Assignee, (ii) may be sold under the Securities Act without volume limitations either pursuant to Rule 144 of the Securities Act or otherwise during any ninety (90) day period, or (iii) are at the time subject to an effective registration statement under the Securities Act.

"Registration Default Period" means the period during which any Registration Event occurs and is continuing.

"Registration Effectiveness Date" means the date that is one hundred and eighty (180) calendar days after the Registration Statement is first filed with the Commission.

"Registration Event" means the occurrence of any of the following events:

(a) the Company fails to file with the Commission the Registration Statement on or before the Registration Filing Date;

(b) the Registration Statement is not declared effective by the Commission on or before the Registration Effectiveness Date;

(c) after the SEC Effective Date, the Registration Statement ceases for any reason to remain continuously effective or the Holders are otherwise not permitted to utilize the prospectus therein to resell the Registrable Securities, for more than thirty (30) consecutive calendar days, except as excused pursuant to Section 3(a) and except during any Blackout Period; or

(d) the Registrable Securities, if issued, are not listed or included for quotation on an Approved Market, or trading of the Common Stock is suspended or halted on the Approved Market, which at the time constitutes the principal market for the Common Stock, for more than three (3) full, consecutive Trading Days; provided, however, a Registration Event shall not be deemed to occur if all or substantially all trading in equity securities (including the Common Stock) of the Company is suspended or halted on the Approved Market for any length of time.

"Registration Filing Date" means the later to occur of (i) the date that is ninety (90) calendar days after the Effective Date and (ii) the date that is two (2) Business Days following the filing due date for the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2013 (i.e., April 2, 2014).

"Registration Statement" means the registration statement that the Company is required to file pursuant to Section 3(a) of this Agreement to register the Registrable Securities.

"Rule 144" means Rule 144 promulgated by the Commission under the Securities Act, as such rule may be amended or supplemented from time to time, or any similar successor rule that may be promulgated by the Commission.

"Rule 145" means Rule 145 promulgated by the Commission under the Securities Act, as such rule may be amended or supplemented from time to time, or any similar successor rule that may be promulgated by the Commission.

"Rule 415" means Rule 415 promulgated by the Commission under the Securities Act, as such rule may be amended or supplemented from time to time, or any similar successor rule that may be promulgated by the Commission.

"Securities Act" means the Securities Act of 1933, as amended, or any similar federal statute promulgated in replacement thereof, and the rules and regulations of the Commission thereunder, all as the same shall be in effect at the time.

"SEC Effective Date" means the date the Registration Statement is declared effective by the Commission.

"Shares" means the shares of Common Stock issued to the Purchasers pursuant to the PIPE Subscription Agreement, the shares of Common Stock issued to the Purchasers upon conversion of the Bridge Notes into Units, and any shares of Common Stock issued or issuable with respect to such shares upon any stock split, dividend or other distribution, recapitalization or similar event with respect to the foregoing.

"Trading Day" means any day on which such national securities exchange, the OTC Markets Group or such other securities market or quotation system, which at the time constitutes the principal securities market for the Common Stock, is open for general trading of securities.

Capitalized terms used herein without definition have the meanings ascribed to them in the Bridge Purchase Agreement or the PIPE Subscription Agreement, as the case may be.

2. Term. This Agreement shall terminate with respect to each Holder on the earlier of: (i) the date that is the later of (x) one year from the SEC Effective Date and (y) the date on which all Registrable Securities held by such Holder are transferred other than to a Permitted Transferee or may be sold under Rule 144 without volume limitations during any ninety (90) day period; or (ii) the date otherwise terminated as provided herein.

3. Registration.

(a) Registration on Form S-1. The Company shall file with the Commission a Registration Statement on Form S-1, or any other form for which the Company then qualifies or which counsel for the Company shall deem appropriate and which form shall be available for the resale by the Holders of all of the Registrable Securities, and the Company shall (i) use its commercially reasonable efforts to make the initial filing of the Registration Statement no later than the Registration Filing Date, (ii) use its commercially reasonable efforts to cause such Registration Statement to be declared effective no later than the Registration Effectiveness Date and (iii) use its commercially reasonable efforts to keep such Registration Statement effective for a period of one (1) year or for such shorter period ending on the earlier to occur of (i) the sale of all Registrable Securities and (ii) the availability of Rule 144 for the Holder to sell all of the Registrable Securities without volume limitations within a 90 day period (the "**Effectiveness Period**"); provided, however, that the Company shall not be obligated to effect any such registration, qualification or compliance pursuant to this Section, or keep such registration effective pursuant to the terms hereunder, in any particular jurisdiction in which the Company would be required to qualify to do business as a foreign corporation or as a dealer in securities under the securities laws of such jurisdiction or to execute a general consent to service of process in effecting such registration, qualification or compliance, in each case where it has not already done so. Notwithstanding the foregoing, in the event that the Commission should limit the number of Registrable Securities that may be sold pursuant to the Registration Statement, the Company may remove from the Registration Statement such number of Registrable Securities as specified by the Commission (the "**Cut Back Shares**") on behalf of all of the holders of Registrable Securities on the following basis: first any Bridge Brokers' Shares and PIPE Broker's Shares shall be excluded from the Registration Statement on a pro rata basis, and then if additional Registrable Securities must be excluded, on behalf of all other holders of Registrable Securities on a pro rata basis. In such event, the Company shall give the Holders prompt notice of the number of Registrable Securities excluded therefrom. No partial liquidated damages (such as set forth in Section 3(d)) shall accrue to any Cut Back Shares.

(b) Piggyback Registration. Piggyback Registration rights shall apply to any Registrable Securities that are removed from the Registration Statement as a result of a requirement by the Commission. If, after the SEC Effective Date, the Company shall determine to register for sale for cash any of its Common Stock, for its own account or for the account of others (other than the Holders), other than (x) a registration relating solely to employee benefit plans or securities issued or issuable to employees, consultants (to the extent the securities owned or to be owned by such consultants could be registered on Form S-8) or any of their Family Members (including a registration on Form S-8), (y) a registration relating solely to a Securities Act Rule 145 transaction or a registration on Form S-4 in connection with a merger, acquisition, divestiture, reorganization or similar event, or (z) a transaction relating solely to the sale of debt or convertible debt instruments, then the Company shall promptly give to each Holder written notice thereof (the "**Registration Rights Notice**") (and in no event shall such notice be given less than twenty (20) calendar days prior to the filing of such registration statement), and shall, subject to Section 3(c), include as a Piggyback Registration all of the Registrable Securities specified in a written request delivered by the Holder thereof within ten (10) calendar days after delivery to the Holder of such written notice from the Company. However, the Company may, without the consent of such Holders, withdraw such registration statement prior to its becoming effective if the Company or such other selling stockholders have elected to abandon the proposal to register the securities proposed to be registered thereby.

(c) Underwriting. If a Piggyback Registration is for a registered public offering that is to be made by an underwriting, the Company shall so advise the Holders as part of the Registration Rights Notice. In that event, the right of any Holder to Piggyback Registration shall be conditioned upon such Holder's participation in such underwriting and the inclusion of such Holder's Registrable Securities in the underwriting to the extent provided herein. All Holders proposing to sell any of their Registrable Securities through such underwriting shall (together with the Company and any other stockholders of the Company selling their securities through such underwriting) enter into an underwriting agreement in customary form with the underwriter selected for such underwriting by the Company or such other selling stockholders, as applicable. Notwithstanding any other provision of this Section 3(c), if the underwriter or the Company determines that marketing factors require a limitation on the number of shares of Common Stock or the amount of other securities to be underwritten, the underwriter may exclude some or all Registrable Securities from such registration and underwriting. The Company shall so advise all Holders (except those Holders who failed to timely elect to include their Registrable Securities through such underwriting or have indicated to the Company their decision not to do so), and indicate to each such Holder the number of shares of Registrable Securities that may be included in the registration and underwriting, if any. The number of shares of Registrable Securities to be included in such registration and underwriting shall be allocated among such Holders as follows:

(i) If the Piggyback Registration was initiated by the Company, the number of shares that may be included in the registration and underwriting shall be allocated first to the Company and then, subject to obligations and commitments existing as of the date hereof, to all persons exercising piggyback registration rights (including the Holders) who have requested to sell in the registration on a pro rata basis according to the number of shares requested to be included therein; and

(ii) If the Piggyback Registration was initiated by the exercise of demand registration rights by a stockholder or stockholders of the Company, then the number of shares that may be included in the registration and underwriting shall be allocated first to such selling stockholders who exercised such demand to the extent of their demand registration rights, and then, subject to obligations and commitments existing as of the date hereof, to the Company and then, subject to obligations and commitments existing as of the date hereof, to all persons exercising piggyback registration rights (including the Holders) who have requested to sell in the registration on a pro rata basis according to the number of shares requested to be included therein.

No Registrable Securities excluded from the underwriting by reason of the underwriter's marketing limitation shall be included in such registration. If any Holder disapproves of the terms of any such underwriting, such Holder may elect to withdraw such Holder's Registrable Securities therefrom by delivering a written notice to the Company and the underwriter. The Registrable Securities so withdrawn from such underwriting shall also be withdrawn from such registration; provided, however, that, if by the withdrawal of such Registrable Securities, a greater number of Registrable Securities held by other Holders may be included in such registration (up to the maximum of any limitation imposed by the underwriters), then the Company shall offer to all Holders who have included Registrable Securities in the registration the right to include additional Registrable Securities pursuant to the terms and limitations set forth herein in the same proportion used above in determining the underwriter limitation.

(d) Liquidated Damages. If a Registration Event occurs, then the Company will make payments to each Holder of Registrable Securities, as partial liquidated damages to such Holder by reason of the Registration Event, a cash sum equal to one percent (1%) of the aggregate purchase price paid by such Holder pursuant to the Bridge Purchase Agreement or PIPE Subscription Agreement, as applicable, with respect to such Holder's Registrable Securities which are affected by such Registration Event, for each full thirty (30) days during which such Registration Event continues to affect such Registrable Securities (which shall be pro-rated for any period less than 30 days). For the sake of clarity, the partial liquidated damages contemplated by this Section 3(d) shall not be payable in respect of any of the Registrable Securities identified in clauses (d), (e) and (f) of the definition of Registrable Securities. Notwithstanding the foregoing, the maximum amount of liquidated damages that may be paid by the Company pursuant to this Section 3(d) shall be an amount equal to eight percent (8%) of the aggregate purchase price paid by all Holders pursuant to the Bridge Purchase Agreement or PIPE Subscription Agreement with respect to the Registrable Securities that are affected by all Registration Events in the aggregate. Each payment of liquidated damages pursuant to this Section 3(d) shall be due and payable in arrears within five (5) days after the end of each full 30-day period of the Registration Default Period until the termination of the Registration Default Period and within five (5) days after such termination. Such payments shall constitute the Holder's exclusive remedy for any Registration Event. The Registration Default Period shall terminate upon the earlier of such time as the Registrable Securities that are affected by the Registration Event cease to be Registable Securities or (i) the filing of the Registration Statement in the case of clause (a) of the definition of Registration Event, (ii) the SEC Effective Date in the case of clause (b) of the definition of Registration Event, (iii) the ability of the Holders to effect sales pursuant to the Registration Statement in the case of clause (c) of the definition of Registration Event, and (iv) the listing or inclusion and/or trading of the Common Stock on an Approved Market, as the case may be, in the case of clause (d) of the definition of Registration Event. The amounts payable as liquidated damages pursuant to this Section 3(d) shall be payable in lawful money of the United States. Notwithstanding the foregoing, the Company will not be liable for the payment of liquidated damages described in this Section 3(d) for any delay in registration of Registrable Securities that would otherwise be includable in the Registration Statement pursuant to Rule 415 solely as a result of a comment received by the Commission requiring a limit on the number of Registrable Securities included in such Registration Statement in order for such Registration Statement to be able to avail itself of Rule 415. In the event of any such delay, the Company will use its commercially reasonable efforts at the first opportunity that is permitted by the Commission to register for resale the Registrable Securities that have been cut back from being registered pursuant to Rule 415 only with respect to that portion of the Holders' Registrable Securities that are then Registrable Securities.

(e) Notwithstanding the provisions of Section 3(d) above, if (i) the Commission does not declare the Registration Statement effective on or before the Registration Effectiveness Date, or (ii) the Commission allows the Registration Statement to be declared effective at any time before or after the Registration Effectiveness Date, subject to the withdrawal of certain Registrable Securities from the Registration Statement, and the reason for (i) or (ii) is the Commission's determination that (x) the offering of any of the Registrable Securities constitutes a primary offering of securities by the Company, (y) Rule 415 may not be relied upon for the registration of the resale of any or all of the Registrable Securities, and/or (z) a Holder of any Registrable Securities must be named as an underwriter, the Holders understand and agree that in the case of (ii) the Company may (notwithstanding anything to the contrary contained herein) reduce, on a pro rata basis, the total number of Registrable Securities to be registered on behalf of each such Holder, and in the case of (i) or (ii) the Holder shall not be entitled to partial liquidated damages with respect to the Registrable Securities not registered for the reason set forth in (a) or so reduced on a pro rata basis as set forth in (i).

4. Registration Procedures. The Company will keep each Holder reasonably advised as to the filing and effectiveness of the Registration Statement. At its expense with respect to the Registration Statement, the Company will:

(a) prepare and file with the Commission with respect to the Registrable Securities, a Registration Statement in accordance with Section 3(a)hereof, and use its commercially reasonable efforts to cause such Registration Statement to become effective and to remain effective for the Effectiveness Period;

(b) if the Registration Statement is subject to review by the Commission, promptly respond to all comments and diligently pursue resolution of any comments to the satisfaction of the Commission;

(c) prepare and file with the Commission such amendments and supplements to such Registration Statement as may be necessary to keep such Registration Statement effective during the Effectiveness Period;

(d) furnish, without charge, to each Holder of Registrable Securities covered by such Registration Statement (i) a reasonable number of copies of such Registration Statement (including any exhibits thereto other than exhibits incorporated by reference), each amendment and supplement thereto as such Holder may reasonably request, (ii) such number of copies of the prospectus included in such Registration Statement (including each preliminary prospectus and any other prospectus filed under Rule 424 of the Securities Act) as such Holders may reasonably request, in conformity with the requirements of the Securities Act, and (iii) such other documents as such Holder may reasonably require to consummate the disposition of the Registrable Securities owned by such Holder, but only during the Effectiveness Period;

(e) use its commercially reasonable efforts to register or qualify such registration under such other applicable securities laws of such jurisdictions within the United States as any Holder of Registrable Securities covered by such Registration Statement reasonably requests and as may be necessary for the marketability of the Registrable Securities (such request to be made by the time the applicable Registration Statement is deemed effective by the Commission) and do any and all other acts and things necessary to enable such Holder to consummate the disposition in such jurisdictions of the Registrable Securities owned by such Holder; provided, that the Company shall not be required to (i) qualify generally to do business in any jurisdiction where it would not otherwise be required to qualify but for this paragraph, (ii) subject itself to taxation in any such jurisdiction, or (iii) consent to general service of process in any such jurisdiction.

(f) as promptly as practicable after becoming aware of such event, notify each Holder of Registrable Securities, the disposition of which requires delivery of a prospectus relating thereto under the Securities Act, of the happening of any event, which comes to the Company's attention, that will after the occurrence of such event cause the prospectus included in such Registration Statement, if not amended or supplemented, to contain an untrue statement of a material fact or an omission to state a material fact required to be stated therein or necessary to make the statements therein not misleading and the Company shall promptly thereafter prepare and furnish to such Holder a supplement or amendment to such prospectus (or prepare and file appropriate reports under the Exchange Act) so that, as thereafter delivered to the purchasers of such Registrable Securities, such prospectus shall not contain an untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading, unless suspension of the use of such prospectus otherwise is authorized herein or in the event of a Blackout Period, in which case no supplement or amendment need be furnished (or Exchange Act filing made) until the termination of such suspension or Blackout Period;

(g) comply, and continue to comply during the Effectiveness Period, in all material respects with the Securities Act and the Exchange Act and with all applicable rules and regulations of the Commission with respect to the disposition of all securities covered by such Registration Statement;

(h) as promptly as practicable after becoming aware of such event, notify each Holder of Registrable Securities being offered or sold pursuant to the Registration Statement of the issuance by the Commission of any stop order or other suspension of effectiveness of the Registration Statement;

(i) use its commercially reasonable efforts to cause all the Registrable Securities covered by the Registration Statement to be quoted on the OTC Markets Group or such other principal securities market on which securities of the same class or series issued by the Company are then listed or traded;

(j) provide a transfer agent and registrar, which may be a single entity, for the shares of Common Stock at all times;

(k) cooperate with the Holders of Registrable Securities being offered pursuant to the Registration Statement to issue and deliver, or cause its transfer agent to issue and deliver, certificates representing Registrable Securities to be offered pursuant to the Registration Statement within a reasonable time after the delivery of certificates representing the Registrable Securities to the transfer agent or the Company, as applicable, and enable such certificates to be in such denominations or amounts as the Holders may reasonably request and registered in such names as the Holders may request;

(l) during the Effectiveness Period, refrain from bidding for or purchasing any Common Stock or any right to purchase Common Stock or attempting to induce any person to purchase any such security or right if such bid, purchase or attempt would in any way limit the right of the Holders to sell Registrable Securities by reason of the limitations set forth in Regulation M of the Exchange Act; and

(m) take all other reasonable actions necessary to expedite and facilitate the disposition by the Holders of the Registrable Securities pursuant to the Registration Statement during the term of this Agreement.

5. Obligations of the Holders.

(a) Each Holder agrees that, upon receipt of any notice from the Company of the happening of any event of the kind described in Section 4(f) hereof or of the commencement of a Blackout Period, such Holder shall discontinue the disposition of Registrable Securities included in the Registration Statement until such Holder's receipt of the copies of the supplemented or amended prospectus contemplated by Section 4(f) hereof or notice of the end of the Blackout Period, and, if so directed by the Company, such Holder shall deliver to the Company (at the Company's expense) all copies (including, without limitation, any and all drafts), other than permanent file copies, then in such Holder's possession, of the prospectus covering such Registrable Securities current at the time of receipt of such notice.

(b) The holders of the Registrable Securities shall provide such information as may reasonably be requested by the Company, or the managing underwriter, if any, in connection with the preparation of any registration statement, including amendments and supplements thereto, in order to effect the registration of any Registrable Securities under the Securities Act pursuant to Section 3(a) and/or 3(a)3(b) of this Agreement and in connection with the Company's obligation to comply with federal and applicable state securities laws, including a completed questionnaire in the form attached to this Agreement as Annex A (a "**Selling Securityholder Questionnaire**") or any update thereto not later than three (3) Business Days following a request therefore from the Company.

(c) Each Holder, by its acceptance of the Registrable Securities, agrees to cooperate with the Company as reasonably requested by the Company in connection with the preparation and filing of any Registration Statement hereunder, unless such Holder has notified the Company in writing of its election to exclude all of its Registrable Securities from such Registration Statement.

6. Registration Expenses. The Company shall pay all expenses in connection with any registration obligation provided herein, including, without limitation, all registration, filing, stock exchange fees, printing expenses, all fees and expenses of complying with applicable securities laws, and the fees and disbursements of counsel for the Company and of its independent accountants; provided, that, in any underwritten registration, the Company shall have no obligation to pay any underwriting discounts, selling commissions or transfer taxes attributable to the Registrable Securities being sold by the Holders thereof, which underwriting discounts, selling commissions and transfer taxes shall be borne by such Holders. Additionally, in an underwritten offering, all selling stockholders and the Company shall bear the expenses of the underwriter pro rata in proportion to the respective amount of shares each is selling in such offering. Except as provided in this Section 6 and Section 8 of this Agreement, the Company shall not be responsible for the expenses of any attorney or other advisor employed by a Holder.

7. Assignment of Rights. No Holder may assign its rights under this Agreement to any party without the prior written consent of the Company; provided, however, that any Holder may assign its rights under this Agreement without such consent to a Permitted Assignee as long as (a) such transfer or assignment is effected in accordance with applicable securities laws; (b) such transferee or assignee agrees in writing to become bound by and subject to the terms of this Agreement; and (c) such Holder notifies the Company in writing of such transfer or assignment, stating the name and address of the transferee or assignee and identifying the Registrable Securities with respect to which such rights are being transferred or assigned. the Company may assign this Agreement or any rights or obligations hereunder without the prior written consent of the other party hereto.

8. Indemnification.

(a) In the event of the offer and sale of Registrable Securities under the Securities Act, the Company shall, and hereby does, indemnify and hold harmless, to the fullest extent permitted by law, each Holder, its directors, officers, partners, and each other person, if any, who controls or is under common control with such Holder within the meaning of Section 15 of the Securities Act, against any losses, claims, damages or liabilities, joint or several, and expenses to which the Holder or any such director, officer, partner or controlling person may become subject under the Securities Act or otherwise, insofar as such losses, claims, damages, liabilities or expenses (or actions or proceedings, whether commenced or threatened, in respect thereof) arise out of or are based upon any untrue statement of any material fact contained in any registration statement prepared and filed by the Company under which Registrable Securities were registered under the Securities Act, any preliminary prospectus, final prospectus or summary prospectus contained therein, or any amendment or supplement thereto, or any omission to state therein a material fact required to be stated or necessary to make the statements therein in light of the circumstances in which they were made not misleading, and the Company shall reimburse the Holder, and each such director, officer, partner and controlling person for any legal or any other expenses reasonably incurred by them in connection with investigating, defending or settling any such loss, claim, damage, liability, action or proceeding; provided, however, that such indemnity agreement found in this Section 8(a) shall in no event exceed the net proceeds from the Note Offering and the PIPE received by Ekso and the Company, respectively; and provided further, that the Company shall not be liable in any such case (i) to the extent that any such loss, claim, damage, liability (or action or proceeding in respect thereof) or expense arises out of or is based upon (a) an untrue statement in or omission from such registration statement, any such preliminary prospectus, final prospectus, summary prospectus, amendment or supplement in reliance upon and in conformity with written information furnished to the Company for use in the preparation thereof or (b) the failure of a Holder to comply with the covenants and agreements contained in Section 5 hereof respecting the sale of Registrable Securities; or (ii) if the person asserting any such loss, claim, damage, liability (or action or proceeding in respect thereof) who purchased the Registrable Securities that are the subject thereof did not receive a copy of an amended preliminary prospectus or the final prospectus (or the final prospectus as amended or supplemented) at or prior to the written confirmation of the sale of such Registrable Securities to such person because of the failure of such Holder to so provide such amended preliminary or final prospectus and the untrue statement or omission of a material fact made in such preliminary prospectus was corrected in the amended preliminary or final prospectus (or the final prospectus as amended or supplemented). Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of the Holders, or any such director, officer, partner or controlling person and shall survive the transfer of such shares by the Holder.

(b) As a condition to including Registrable Securities in any registration statement filed pursuant to this Agreement, each Holder agrees to be bound by the terms of this Section 8 and to indemnify and hold harmless, to the fullest extent permitted by law, the Company, each of its directors, officers, partners, legal counsel and accountants and each underwriter, if any, and each other person, if any, who controls the Company within the meaning of Section 15 of the Securities Act, against any losses, claims, damages or liabilities, joint or several, to which the Company or any such director or officer or controlling person may become subject under the Securities Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions or proceedings, whether commenced or threatened, in respect thereof) arise out of or are based upon any untrue statement of a material fact or any omission of a material fact required to be stated in any registration statement, any preliminary prospectus, final prospectus, summary prospectus, amendment or supplement thereto or necessary to make the statements therein not misleading, to the extent that such untrue statement or omission is included or omitted in reliance upon and in conformity with written information furnished by the Holder for use in the preparation thereof, and such Holder shall reimburse the Company, and such Holders, directors, officers, partners, legal counsel and accountants, persons, underwriters, or control persons, each such director, officer, and controlling person for any legal or other expenses reasonably incurred by them in connection with investigating, defending, or settling any such loss, claim, damage, liability, action, or proceeding; provided, however, that indemnity obligation contained in this Section 8(b) shall in no event exceed the amount of the net proceeds received by such Holder as a result of the sale of such Holder's Registrable Securities pursuant to such registration statement, except in the case of fraud or willful misconduct. Such indemnity shall remain in full force and effect, regardless of any investigation made by or on behalf of the Company or any such director, officer or controlling person and shall survive the transfer by any Holder of such shares.

(c) Promptly after receipt by an indemnified party of notice of the commencement of any action or proceeding involving a claim referred to in this Section 8 (including any governmental action), such indemnified party shall, if a claim in respect thereof is to be made against an indemnifying party, give written notice to the indemnifying party of the commencement of such action; provided, that the failure of any indemnified party to give notice as provided herein shall not relieve the indemnifying party of its obligations under this Section, except to the extent that the indemnifying party is actually prejudiced by such failure to give notice. In case any such action is brought against an indemnified party, unless in the reasonable judgment of counsel to such indemnified party a conflict of interest between such indemnified and indemnifying parties may exist or the indemnified party may have defenses not available to the indemnifying party in respect of such claim, the indemnifying party shall be entitled to participate in and to assume the defense thereof, with counsel reasonably satisfactory to such indemnified party and, after notice from the indemnifying party to such indemnified party of its election so to assume the defense thereof, the indemnifying party shall not be liable to such indemnified party for any legal or other expenses subsequently incurred by the latter in connection with the defense thereof, unless in such indemnified party's reasonable judgment a conflict of interest between such indemnified and indemnifying parties arises in respect of such claim after the assumption of the defenses thereof or the indemnifying party fails to defend such claim in a diligent manner, other than reasonable costs of investigation. Neither an indemnified nor an indemnifying party shall be liable for any settlement of any action or proceeding effected without its consent. No indemnifying party shall, without the consent of the indemnified party, consent to entry of any judgment or enter into any settlement, which does not include as an unconditional term thereof the giving by the claimant or plaintiff to such indemnified party of a release from all liability in respect of such claim or litigation. Notwithstanding anything to the contrary set forth herein, and without limiting any of the rights set forth above, in any event any party shall have the right to retain, at its own expense, counsel with respect to the defense of a claim. Each indemnified party shall furnish such information regarding itself or the claim in question as an indemnifying party may reasonably request in writing and as shall be reasonably required in connection with defense of such claim and litigation resulting therefrom.

(d) If an indemnifying party does or is not permitted to assume the defense of an action pursuant to Sections 8(c) or in the case of the expense reimbursement obligation set forth in Sections 8(a) and 8(b), the indemnification required by Sections 8(a) and 8(b) shall be made by periodic payments of the amount thereof during the course of the investigation or defense, as and when bills are received or expenses, losses, damages, or liabilities are incurred.

(e) If the indemnification provided for in Section 8(a) or 8(b) is held by a court of competent jurisdiction to be unavailable to an indemnified party with respect to any loss, liability, claim, damage or expense referred to herein, the indemnifying party, in lieu of indemnifying such indemnified party hereunder, shall contribute to the amount paid or payable by such indemnified party as a result of such loss, liability, claim, damage or expense (i) in such proportion as is appropriate to reflect the proportionate relative fault of the indemnifying party on the one hand and the indemnified party on the other (determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or omission relates to information supplied by the indemnifying party or the indemnified party and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such untrue statement or omission), or (ii) if the allocation provided by clause (i) above is not permitted by applicable law or provides a lesser sum to the indemnified party than the amount hereinafter calculated, then in such proportion as is appropriate to reflect not only the proportionate relative fault of the indemnifying party and the indemnified party, but also the relative benefits received by the indemnifying party on the one hand and the indemnified party on the other, as well as any other relevant equitable considerations. No indemnified party guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any indemnifying party who was not guilty of such fraudulent misrepresentation.

(f) Notwithstanding the foregoing, to the extent that the provisions on indemnification and contribution contained in the underwriting agreement entered into in connection with an underwritten public offering are in conflict with the foregoing provisions, the provisions in the underwriting agreement shall control.

(g) Other Indemnification. Indemnification similar to that specified in this Section (with appropriate modifications) shall be given by the Company and each Holder of Registrable Securities with respect to any required registration or other qualification of securities under any federal or state law or regulation or governmental authority other than the Securities Act.

9. Rule 144. The Company shall file with the Commission "Form 10 information" (as defined in Rule 144(i)(3) under the Securities Act) reflecting its status as an entity that is no longer an issuer described in Rule 144(i)(1)(i) promptly following the closing of the Merger. For a period extending from the date that is twelve (12) months after the filing of such Form 10 information until at least twelve (12) months following the Effective Date, the Company shall (a) cause itself to be subject to the reporting requirements of Section 13 or 15(d) of the Exchange Act and (b) use its commercially reasonable efforts to timely file all reports required to be filed by the Company during such period under the Exchange Act and the rules and regulations adopted by the Commission thereunder.

10. Independent Nature of Each Purchaser's Obligations and Rights. The obligations of each Purchaser and each Other Holder under this Agreement are several and not joint with the obligations of any other Purchaser or Other Holder, and each Purchaser and each Other Holder shall not be responsible in any way for the performance of the obligations of any other Purchaser or any Other Holder under this Agreement. Nothing contained herein and no action taken by any Purchaser or Other Holder pursuant hereto, shall be deemed to constitute such Purchasers and/or Other Holders as a partnership, an association, a joint venture, or any other kind of entity, or create a presumption that the Purchasers and/or Other Holders are in any way acting in concert or as a group with respect to such obligations or the transactions contemplated by this Agreement. Each Purchaser and each Other Holder shall be entitled to independently protect and enforce its rights, including without limitation the rights arising out of this Agreement, and it shall not be necessary for any other Purchaser or Other Holder to be joined as an additional party in any proceeding for such purpose.

11. Miscellaneous.

(a) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the United States of America and the State of New York, both substantive and remedial, without regard to New York conflicts of law principles. Any judicial proceeding brought against either of the parties to this Agreement or any dispute arising out of this Agreement or any matter related hereto shall be brought in the courts of the State of New York, New York County, or in the United States District Court for the Southern District of New York and, by its execution and delivery of this Agreement, each party to this Agreement accepts the jurisdiction of such courts. The foregoing consent to jurisdiction shall not be deemed to confer rights on any person other than the parties to this Agreement.

(b) Remedies. In the event of a breach by the Company or by a Holder of any of their respective obligations under this Agreement, each Holder or the Company, as the case may be, in addition to being entitled to exercise all rights granted by law and under this Agreement, including recovery of damages, shall be entitled to specific performance of its rights under this Agreement. The Company and each Holder agree that monetary damages would not provide adequate compensation for any losses incurred by reason of a breach by it of any of the provisions of this Agreement and hereby further agrees that, in the event of any action for specific performance in respect of such breach, it shall not assert or shall waive the defense that a remedy at law would be adequate.

(c) Successors and Assigns. Except as otherwise provided herein, the provisions hereof shall inure to the benefit of, and be binding upon, the successors, Permitted Assignees, executors and administrators of the parties hereto.

(d) No Inconsistent Agreements. The Company has not entered, as of the date hereof, and shall not enter, on or after the date of this Agreement, into any agreement with respect to its securities that would have the effect of impairing the rights granted to the Holders in this Agreement or otherwise conflicts with the provisions hereof.

(e) Entire Agreement. This Agreement and the documents, instruments and other agreements specifically referred to herein or delivered pursuant hereto constitute the full and entire understanding and agreement between the parties with regard to the subjects hereof.

(f) Notices, etc. All notices or other communications which are required or permitted under this Agreement shall be in writing and sufficient if transmitted by hand delivery, by facsimile transmission, by registered or certified mail, postage pre-paid, by electronic mail, or by nationally recognized overnight carrier, to the persons at the addresses set forth below (or at such other address as may be provided hereunder), and shall be deemed to have been delivered (i) if transmitted by hand delivery, as of the date delivered, (ii) if transmitted by facsimile or electronic mail, as of the date so transmitted with an automated confirmation of delivery, (iii) if transmitted by nationally recognized overnight carrier, as of the Business Day following the date of delivery to the carrier, and (iv) if transmitted by registered or certified mail, postage pre-paid, on the third Business Day following posting with the U.S. Postal Service:

If to the Company, to:

Ekso Bionics Holdings, Inc.
1414 Harbour Way South, Suite 1201 Richmond, CA 94804
Attention:
Facsimile:
E-mail Address:

with copy to:

Attn:
Facsimile Number:
Telephone Number:
E-mail Address:

if to a Purchaser or Other Holder, to:

such Purchaser or Other Holder at the address set forth on the signature page hereto;

or at such other address as any party shall have furnished to the other parties in writing.

(g) Delays or Omissions. No delay or omission to exercise any right, power or remedy accruing to any Holder, upon any breach or default of the Company under this Agreement, shall impair any such right, power or remedy of such Holder nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of any similar breach or default thereunder occurring; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of any Holder of any breach or default under this Agreement, or any waiver on the part of any Holder of any provisions or conditions of this Agreement, must be in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this Agreement, or by law or otherwise afforded to any holder, shall be cumulative and not alternative.

(h) Counterparts. This Agreement may be executed in any number of counterparts, and with respect to any Purchaser, by execution of an Omnibus Signature Page to this Agreement and the Bridge Purchase Agreement or PIPE Subscription Agreement, each of which shall be enforceable against the parties actually executing such counterparts, and all of which together shall constitute one instrument. In the event that any signature is delivered by facsimile transmission or by e-mail, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile signature page were an original thereof.

(i) Severability. In the case any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(j) Amendments. Except as otherwise provided herein, the provisions of this Agreement may be amended at any time and from time to time, and particular provisions of this Agreement may be waived, with and only with an agreement or consent in writing signed by the Company and the Majority Holders. The Purchasers and Other Holders acknowledge that by the operation of this Section, the Majority Holders may have the right and power to diminish or eliminate all rights of the Purchasers and/or Other Holders under this Agreement.

[COMPANY SIGNATURE PAGE FOLLOWS]

This Registration Rights Agreement is hereby executed as of the date first above written.

The Company:

EKSO BIONICS HOLDINGS, INC.

By: _____
Name:
Title:

Purchasers

See Omnibus Signature Pages to Bridge Purchase Agreement and PIPE Subscription Agreement

Other Holders:

_____

By: _____
Name:
Title:

_____

By: _____
Name:
Title:

Annex A

EKSO BIONICS HOLDINGS, INC.

Selling Securityholder Notice and Questionnaire

The undersigned beneficial owner of Registrable Securities of **Ekso Bionics Holdings, Inc.**, a Nevada corporation (the "Company"), understands that the Company has filed or intends to file with the U.S. Securities and Exchange Commission a registration statement (the "Registration Statement") for the registration and resale under Rule 415 of the Securities Act of 1933, as amended, of the Registrable Securities, in accordance with the terms of the Registration Rights Agreement (the "Registration Rights Agreement") to which this document is annexed. A copy of the Registration Rights Agreement is available from the Company upon request at the address set forth below. All capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Registration Rights Agreement.

Certain legal consequences arise from being named as a selling security holder in the Registration Statement and the related prospectus. Accordingly, holders and beneficial owners of Registrable Securities are advised to consult their own securities law counsel regarding the consequences of being named or not being named as a selling security holder in the Registration Statement and the related prospectus.

NOTICE

The undersigned beneficial owner (the "Selling Securityholder") of Registrable Securities hereby elects to include the Registrable Securities owned by it in the Registration Statement.

The undersigned hereby provides the following information to the Company and represents and warrants that such information is accurate:

QUESTIONNAIRE

1. Name:

(a) Full Legal Name of Selling Securityholder

_____

_____

(b) Full Legal Name of Registered Holder (holder of record) (if not the same as (a) above) through which Registrable Securities are held:

_____

_____

(c) If you are not a natural person, full Legal Name of Natural Control Person (which means a natural person who directly or indirectly alone or with others has power to vote or dispose of the securities covered by this Questionnaire):

_____

_____

_____

2. Address for Notices to Selling Securityholder:

Telephone: _____ Fax: _____
Email: _____
Contact Person: _____

3. Broker-Dealer Status:

(a) Are you a broker-dealer?

Yes ☐ No ☐

(b) If "yes" to Section 3(a), did you receive your Registrable Securities as compensation for investment banking services to the Company?

Yes ☐ No ☐

Note: If "no" to Section 3(b), the Commission's staff has indicated that you should be identified as an underwriter in the Registration Statement.

(c) Are you an affiliate of a broker-dealer?

Yes ☐ No ☐

(d) If you are an affiliate of a broker-dealer, do you certify that you purchased the Registrable Securities in the ordinary course of business, and at the time of the purchase of the Registrable Securities to be resold, you had no agreements or understandings, directly or indirectly, with any person to distribute the Registrable Securities?

Yes ☐ No ☐

Note: If "no" to Section 3(d), the Commission's staff has indicated that you should be identified as an underwriter in the Registration Statement.

4. Beneficial Ownership of Securities of the Company Owned by the Selling Securityholder:

Except as set forth below in this Item 4, the undersigned is not the beneficial or registered owner of any securities of the Company.

(a) Please list the type (common stock, warrants, etc.) and amount of all securities of the Company (including any Registrable Securities) beneficially owned[1] by the Selling Securityholder:

5. Relationships with the Company:

Except as set forth below, neither you nor (if you are a natural person) any member of your immediate family, nor (if you are not a natural person) any of your affiliates[2], officers, directors or principal equity holders (owners of 5% of more of the equity securities of the undersigned) has held any position or office or has had any other material relationship with the Company (or its predecessors or affiliates) during the past three years.

State any exceptions here:

[1] ***Beneficially Owned*****:** A "beneficial owner" of a security includes any person who, directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise has or shares (i) ***voting power***, including the power to direct the voting of such security, *or* (ii) ***investment power***, including the power to dispose of, or direct the disposition of, such security. In addition, a person is deemed to have "beneficial ownership" of a security of which such person has the right to acquire beneficial ownership at any time within 60 days, including, but not limited to, any right to acquire such security: (i) through the exercise of any option, warrant or right, (ii) through the conversion of any security or (iii) pursuant to the power to revoke, or the automatic termination of, a trust, discretionary account or similar arrangement.

It is possible that a security may have more than one "beneficial owner," such as a trust, with two co-trustees sharing voting power, and the settlor or another third party having investment power, in which case each of the three would be the "beneficial owner" of the securities in the trust. The power to vote or direct the voting, or to invest or dispose of, or direct the investment or disposition of, a security may be indirect and arise from legal, economic, contractual or other rights, and the determination of beneficial ownership depends upon who ultimately possesses or shares the power to direct the voting or the disposition of the security.

The final determination of the existence of beneficial ownership depends upon the facts of each case. You may, if you believe the facts warrant it, disclaim beneficial ownership of securities that might otherwise be considered "beneficially owned" by you.

[2] ***Affiliate*****:** An "affiliate" is a company or person that directly, or indirectly through one or more intermediaries, controls you, or is controlled by you, or is under common control with you.

The undersigned agrees to promptly notify the Company of any inaccuracies or changes in the information provided herein that may occur subsequent to the date hereof at any time while the Registration Statement remains effective.

By signing below, the undersigned consents to the disclosure of the information contained herein in its answers to Items 1 through 5 and the inclusion of such information in the Registration Statement and the related prospectus and any amendments or supplements thereto. The undersigned understands that such information will be relied upon by the Company in connection with the preparation or amendment of the Registration Statement and the related prospectus and any amendments or supplements thereto.

IN WITNESS WHEREOF the undersigned, by authority duly given, has caused this Selling Securityholder Notice and Questionnaire to be executed and delivered either in person or by its duly authorized agent.

BENEFICIAL OWNER (individual)

_____
Signature

_____
Print Name

_____
Signature (if Joint Tenants or Tenants in Common)

BENEFICIAL OWNER (entity)

_____
Name of Entity

_____
Signature

Print Name: _____

Title: _____

PLEASE E-MAIL OR FAX A COPY OF THE COMPLETED AND EXECUTED SELLING SECURITYHOLDER NOTICE AND QUESTIONNAIRE, AND RETURN THE ORIGINAL BY OVERNIGHT MAIL, TO:

Gottbetter & Partners, LLP
488 Madison Avenue, 12th Floor
New York, NY 10022
Attention: Eleanor M. Osmanoff
Facsimile: (212) 400-6901
E-mail Address: emo@gottbetter.com

Exhibit 10.11

PLACEMENT AGENCY AGREEMENT

December 5, 2013

Gottbetter Capital Markets, LLC
Mr. Julio A. Marquez, President
488 Madison Avenue
12th Floor
New York, New York 10022

Re: PN MED GROUP INC. to be renamed EKSO Bionics Holdings, Inc.

Dear Mr. Marquez:

This Placement Agency Agreement ("Agreement") sets forth the terms upon which Gottbetter Capital Markets, LLC, a registered broker-dealer and member of the Financial Industry Regulatory Authority ("FINRA"), (hereinafter referred to as the "Placement Agent" or "Markets"), shall be engaged by PN Med Group Inc. (to be renamed EKSO Bionics Holdings, Inc.), a publicly traded corporation duly organized under the laws of the State of Nevada, (hereinafter referred to as the "Company" or "Ekso"), to act as an exclusive Placement Agent in connection with the private placement (hereinafter referred to as the "Offering") of units (the "Units") of securities of the Company, as more fully described below. The initial closing of the Offering will be conditioned upon the receipt of subscriptions for the Minimum Amount (as defined below) and the consummation of a reverse triangular merger (the "Merger") between a subsidiary of the Company and Ekso Bionics, Inc., a Delaware corporation ("Ekso") and certain other transactions described herein, pursuant to which Ekso will become a wholly owned subsidiary of the Company, and all of the outstanding Ekso stock will be converted into shares of the Company's Common Stock.

The Offering of the Units will be made by the Placement Agent and its selected dealers, with each Unit consisting of one (1) share of the Company's Common Stock and a warrant to purchase one (1) share of the Company's Common Stock at an exercise price per share of Two Dollars ($2.00), which warrant will be exercisable for a period of five (5) years from the initial closing of the Offering (the "Investor Warrants"). The Offering Price for the Units will be One Dollar ($1.00) per Unit (the "Offering Price"). The Offering will consist of the sale of a minimum of Twelve Million (12,000,000) Units for a minimum amount of Twelve Million Dollars ($12,000,000) (the "Minimum Amount") and a maximum of Twenty Million (20,000,000) Units for maximum amount of Twenty Million Dollars ($20,000,000) (the "Maximum Amount"). In the event the Offering is oversubscribed, the Company, with the consent of the Placement Agent, may sell up to an additional Five Million Dollars ($5,000,000) through the sale of Five Million (5,000,000) Units (the "Over-allotment Option"). Reference is made to the sale of secured convertible promissory notes (the "Bridge Notes") in the aggregate original principal amount of $5,000,000 by Ekso in a private placement in which the Placement Agent acted as the exclusive placement agent. The aggregate principal amount of Bridge Notes converted into Units will be included in the gross proceeds of the Offering for purposes of calculating the Minimum Amount and the Maximum Amount.

The minimum subscription amount for the Offering is One Hundred Thousand United States Dollars ($100,000 USD); provided, however, that subscriptions in lesser amounts may be accepted upon the written consent of the Company and the Placement Agent, in their sole discretion. The Placement Agent shall accept subscriptions only from (i) persons or entities who qualify as "accredited investors," as such term is defined in Rule 501 of Regulation D ("Regulation D") as promulgated by the United States Securities and Exchange Commission (the "SEC") pursuant to the Securities Act of 1933, as amended (the "Act").

The Offering will be offered until the earlier of the time that the Maximum Amount, plus any discretionary over-allotment are sold or until December 20, 2013 (such date, the "Termination Date" and such period, the "Offering Period"). The Termination Date and the Offering Period may be extended until January 17, 2014 at the discretion of the Company with the consent of Ekso.

With respect to the Offering, the Company shall provide the Placement Agent, on terms set forth herein, the right to offer and sell all of the available Units being offered during the Offering Period. It is understood that no sale shall be regarded as effective unless and until accepted by the Company. The Company may, in its sole discretion, accept or reject, in whole or in part, any prospective investment in the Units or allot to any prospective subscriber less than the number of Units that such subscriber desires to purchase. Purchases of the Units may be made by the Placement Agent and its officers, directors, employees and affiliates and by the officers, directors, employees and affiliates of the Company for the Offering. The placement of the Units by the Placement Agent will be made on a reasonable best efforts basis.

The Offering will be made by the Company pursuant to the Securities Purchase Agreement and the Exhibits to the Securities Purchase Agreement, including, but not limited to, the Summary Term Sheet, Private Placement Memorandum, Registration Rights Agreement, Warrant, and any documents, agreements, supplements and additions thereto ("Subscription Documents"), which at all times will be in form and substance reasonably acceptable to the Company and the Placement Agent and their respective counsel and contain such legends and other information as the Company and the Placement Agent and their respective counsel, may, from time to time, deem necessary and desirable to be set forth therein.

1. **Appointment of Placement Agent**. On the basis of the written and documented representations and warranties of the Company provided herein, and subject to the terms and conditions set forth herein, the Placement Agent is appointed as an exclusive Placement Agent of the Company during the Offering Period to assist the Company in finding qualified subscribers for the Units. The Placement Agent may sell the Units through other broker-dealers who are FINRA members (collectively, the "Sub-Agents") and may reallow or reallocate all or a portion of the Brokers' Fees including the Broker Warrants (each as defined in Section 3(a), 3(b), 3(c) and 3(d) below) it receives to such Sub-Agents or pay a finders or consultant fee as allowed by applicable law. On the basis of such representations and warranties and subject to such terms and conditions, the Placement Agent hereby accepts such appointment and agrees to perform its services hereunder diligently and in good faith and in a professional and businesslike manner and in compliance with applicable law and to use its reasonable best efforts to assist the Company in (A) finding subscribers of the Units who qualify as "accredited investors," as such term is defined in Rule 501 of Regulation D and (B) completing the Offering. The Placement Agent has no obligation to purchase any of the Units. Unless sooner terminated in accordance with this Agreement, the engagement of the Placement Agent hereunder shall continue until the later of the Termination Date or the Final Closing (as defined below).

2. **Representations, Warranties and Covenants**.

A. **Representations, Warranties and Covenants of the Company**. Except as previously disclosed herein or in the Company's SEC Filings (the "SEC Filings") the representations and warranties of the Company contained in this Section 2A are true and correct as of the date of execution of this Agreement by the Company and the Company covenants as follows, as applicable.

(a) The Subscription Documents have been and/or will be prepared by the Company, in conformity with all applicable laws, and in compliance with Regulation D and/or Section 4(2) of the Act and the requirements of all other rules and regulations of the SEC relating to offerings of the type contemplated by the Offering (the "Regulations") and the applicable securities laws and the rules and regulations of those jurisdictions wherein the Placement Agent notifies the Company that the Units are to be offered and sold excluding any foreign jurisdictions. The Units will be offered and sold pursuant to the registration exemption provided by Regulation D and/or Section 4(2) of the Act as a transaction not involving a public offering and the requirements of any other applicable state securities laws and the respective rules and regulations thereunder in those United States jurisdictions in which the Placement Agent notifies the Company that the Units are being offered for sale. None of the Company, its affiliates, or any person acting on its or their behalf (other than the Placement Agent, its affiliates or any person acting on its behalf, in respect of which no representation is made) has taken nor will it take any action that conflicts with the conditions and requirements of, or that would make unavailable with respect to the Offering, the exemption(s) from registration available pursuant to Rule 506 of Regulation D and/or Section 4(2) of the Act, or knows of any reason why any such exemption would be otherwise unavailable to it. None of the Company, its predecessors or affiliates has been subject to any order, judgment or decree of any court of competent jurisdiction temporarily, preliminarily or permanently enjoining such person for failing to comply with Section 503 of Regulation D. The Company has not, for a period of six months prior to the commencement of the offering of the Units sold, offered for sale or solicited any offer to buy any of its securities in a manner that would cause the exemption from registration set forth in Rule 506 of Regulation D to become unavailable with respect to the offer and sale of the Units pursuant to this Agreement in the United States.

(b) As to the Company, the Subscription Documents will not and do not include any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading: provided, however, the foregoing does not apply to any statements or omissions made solely in reliance on and in conformity with written information furnished to the Company by the Placement Agent specifically for use in the preparation thereof. To the knowledge of the Company, none of the statements, documents, certificates or other items made, prepared or supplied by the Company with respect to the transactions contemplated hereby contains an untrue statement of a material fact or omits to state a material fact necessary to make the statements contained therein not misleading in light of the circumstances in which they were made. There is no fact which the Company has not disclosed in the Subscription Documents or which is not disclosed in the SEC Filings that the Company makes with the SEC and of which the Company is aware that materially adversely affects or that could reasonably be expected to have a material adverse effect on the (i) assets, liabilities, results of operations, condition (financial or otherwise), business or business prospects of the Company or (ii) ability of the Company to perform its obligations under this Agreement and the other Subscription documents (the "Company Material Adverse Effect"). Notwithstanding anything to the contrary herein, the Company makes no representation or warranty with respect to any estimates, projections and other forecasts and plans (including the reasonableness of the assumptions underlying such estimates, projections and other forecasts and plans) that may have been delivered to the Placement Agent, a Sub-Agent or their respective representatives, except that such estimates, projections and other forecasts and plans have been prepared in good faith on the basis of assumptions stated therein, which assumptions were believed to be reasonable at the time of such preparation.

(c) The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Nevada and is qualified and in good standing as a foreign corporation in each jurisdiction in which the nature of the business conducted by the Company or the property owned or leased by the Company requires such qualification, except to the extent that the failure to be so qualified or be in good standing would not have a Company Material Adverse Effect. The Company has all requisite corporate power and authority to conduct its business as presently conducted and as proposed to be conducted (as described in the Subscription Documents and/or the SEC Filings), has all the necessary and requisite documents and approvals from all state authorities, has all requisite corporate power and authority to enter into and perform its obligations under this Agreement, the Securities Purchase Agreement substantially in the form made part of the Subscription Documents and the other agreements contemplated hereby (this Agreement, Securities Purchase Agreement, and the other agreements contemplated hereby that the Company is required to execute and deliver in connection with the Closing are collectively referred to herein as the "Company Transaction Documents") and subject to necessary Board of Directors of the Company and Company stockholder approvals (the "Company Consents"), if required, to issue, sell and deliver the Units, the shares of Common Stock underlying the Units, and the shares of Common Stock issuable upon exercise of the Investor Warrants (the "Warrant Shares") and the Broker Warrants (as defined below) and to make the representations in this Agreement accurate and not misleading. Prior to the First Closing (as defined herein), each of the Company Transaction Documents will have been duly authorized. This Agreement has been duly authorized, executed and delivered and constitutes, and each of the other Company Transaction Documents, upon due execution and delivery, will constitute, valid and binding obligations of the Company, enforceable against the Company in accordance with their respective terms (i) except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws now or hereafter in effect related to laws affecting creditors' rights generally, including the effect of statutory and other laws regarding fraudulent conveyances and preferential transfers, (ii) except that no representation is made herein regarding the enforceability of the Company's obligations to provide indemnification and contribution remedies under the securities laws, and (iii) subject to the limitations imposed by general equitable principles (regardless of whether such enforceability is considered in a proceeding at law or in equity).

(d) Subject to receipt of the Company Consents, none of the execution and delivery of or performance by the Company under this Agreement or any of the other Company Transaction Documents or the consummation of the transactions herein or therein contemplated conflicts with or violates, or will result in the creation or imposition of, any lien, charge or other encumbrance upon any of the assets of the Company under any agreement or other instrument to which the Company is a party or by which the Company or its assets may be bound, or any term of the Articles of Incorporation or By-Laws of the Company, or any license, permit, judgment, decree, order, statute, rule or regulation applicable to the Company or any of its assets, except in the case of a conflict, violation, lien, charge or other encumbrance (except with respect to the Company's Articles of Incorporation or By-Laws) which would not, or could not reasonably be expected to, have a Company Material Adverse Effect.

(e) The Company's financial statements, together with the related notes, if any, included in the Subscription Documents or the Company's SEC Filings, present fairly, in all material respects, the financial position of the Company as of the dates specified and the results of operations for the periods covered thereby. Such financial statements and related notes were prepared in accordance with United States generally accepted accounting principles applied on a consistent basis throughout the periods indicated, except that the unaudited financial statements omit full notes, and except for normal year end adjustments. During the period of engagement of the Company's independent certified public accountants, there have been no disagreements between the accounting firm and the Company on any matters of accounting principles or practices, financial statement disclosure or auditing scope or procedures. The Company has made and kept books and records and accounts which are in reasonable detail and which fairly and accurately reflect the activities of the Company in all material respects, subject only to year-end adjustments. Except as set forth in such financial statements or otherwise disclosed in the Subscription Documents or liabilities that may be assumed, directly or indirectly, as a result of the Merger by operation of law or otherwise, the Company's senior management has no knowledge of any material liabilities of any kind, whether accrued, absolute or contingent, or otherwise, and subsequent to the date of the Subscription Documents and prior to the date of the First Closing it shall not enter into any material transactions or commitments without promptly thereafter notifying the Placement Agent in writing of any such material transaction or commitment. The other financial and statistical information with respect to the Company and any pro forma information and related notes included in the SEC Filings present fairly the information shown therein on a basis consistent with the financial statements of the Company included in the SEC Filings. Except as disclosed in the Subscription Documents or as a result of the Merger (which will be material to the Company), the Company does not know of any facts, circumstances or conditions which could materially adversely affect its operations, earnings or prospects that have not been fully disclosed in the financial statements appearing in the SEC Filings or other financial statements appearing in the SEC Filings or other documents or information provided by the Company.

(f) Immediately prior to the First Closing, the shares of Common Stock underlying the Units, the Investor Warrants and the Broker Warrants will have been duly authorized and, when issued and delivered against payment therefor as provided in the Company Transaction Documents, will be validly issued, fully paid and nonassessable. No holder of any of the shares of Common Stock underlying the Units, the Investor Warrants and the Broker Warrants will be subject to personal liability solely by reason of being such a holder, and except as described in the Subscription Documents, none of the shares of Common Stock underlying the Units, the Investor Warrants and the Broker Warrants will be subject to preemptive or similar rights of any stockholder or security holder of the Company or an adjustment under the antidilution or exercise rights of any holders of any outstanding shares of capital stock, options, warrants or other rights to acquire any securities of the Company. Immediately prior to the First Closing, a sufficient number of authorized but unissued shares of Common Stock will have been reserved for issuance upon the exercise of the Investor Warrants and the Broker Warrants.

(g) Except as described in the Subscription Documents (including Ekso and its subsidiary that will become subsidiaries of the Company as a result of the Merger and related transactions described therein) and/or the Company's SEC Filings, the Company has no subsidiaries and does not own any equity interest and has not made any loans or advances to or guarantees of indebtedness to any person, corporation, partnership or other entity. The conduct of business by the Company as presently and proposed to be conducted is not subject to continuing oversight, supervision, regulation or examination by any governmental official or body of the United States, or any other jurisdiction wherein the Company conducts or proposes to conduct such business, except as described in the Subscription Documents and/or the Company's SEC Filings and except as such regulation is applicable to US public companies and commercial enterprises generally and except upon consummation of the Merger the U.S. Food and Drug Administration (FDA) and similar foreign governmental bodies pertaining to the development, manufacture and sale of medical devices. The Company has obtained all material licenses, permits and other governmental authorizations necessary to conduct its business as presently conducted. The Company has not received any notice of any violation of, or noncompliance with, any federal, state, local or foreign laws, ordinances, regulations and orders (including, without limitation, those relating to environmental protection, occupational safety and health, securities laws, equal employment opportunity, consumer protection, credit reporting, "truth-in-lending", and warranties and trade practices) applicable to its business, the violation of, or noncompliance with, would have a Company Material Adverse Effect, and the Company knows of no facts or set of circumstances which could give rise to such a notice.

(h) Except as described in the Subscription Documents and/or the Company's SEC Filings, no default by the Company or, to the knowledge of the Company or any other party, exists in the due performance under any material agreement to which the Company is a party or to which any of its assets is subject (collectively, the "Company Agreements"). The Company Agreements, if any, disclosed in the Subscription Documents and/or the Company's SEC Filings are the only material agreements to which the Company is bound or by which its assets are subject, are accurately described in the Subscription Documents and/or the Company's SEC Filings and are in full force and effect in accordance with their respective terms, subject to any applicable bankruptcy, insolvency or other laws affecting the rights of creditors generally and to general equitable principles and the availability of specific performance.

(i) Subsequent to the respective dates as of which information is given in the Subscription Documents, the Company has operated its business in the ordinary course and, except as may otherwise be set forth in the Subscription Documents (including, without limitation, the Merger and the anticipated consequences thereof) and/or the Company's SEC Filings, there has been no: (i) Company Material Adverse Effect; (ii) material transaction otherwise than in the ordinary course of business consistent with past practice; (iii) issuance of any securities (debt or equity) or any rights to acquire any such securities other than pursuant to equity incentive plans approved by its Board of Directors; (iv) damage, loss or destruction, whether or not covered by insurance, with respect to any material asset or property of the Company; or (v) agreement to permit any of the foregoing.

(j) Except as set forth in the Subscription Documents and/or the Company's SEC Filings, there are no actions, suits, claims, hearings or proceedings pending before any court or governmental authority or, to the knowledge of the Company, threatened, against the Company, or involving its assets or any of its officers or directors (in their capacity as such) which, if determined adversely to the Company or such officer or director, could reasonably be expected to have a Company Material Adverse Effect or adversely affect the transactions contemplated by this Agreement or the enforceability hereof.

(k) The Company is not: (i) in violation of its Articles of Incorporation or By-Laws; (ii) in default of any contract, indenture, mortgage, deed of trust, note, loan agreement, security agreement, lease, alliance agreement, joint venture agreement or other agreement, license, permit, consent, approval or instrument to which the Company is a party or by which it is or may be bound or to which any of its assets may be subject, the default of which could reasonably be expected to have a Company Material Adverse Effect; (iii) in violation of any statute, rule or regulation applicable to the Company, the violation of which would have a Company Material Adverse Effect; or (iv) in violation of any judgment, decree or order of any court or governmental body having jurisdiction over the Company and specifically naming the Company, which violation or violations individually, or in the aggregate, could reasonably be expected to have a Company Material Adverse Effect.

(l) Except as disclosed in the Subscription Documents and/or the Company's SEC Filings and except for arm's length transactions pursuant to which the Company or any subsidiary makes payments in the ordinary course of business upon terms no less favorable than it could obtain from third parties, as of the date of this Agreement, no current or former stockholder, director, officer or employee of the Company, nor, to the knowledge of the Company, any affiliate of any such person is presently, directly or indirectly through his/her affiliation with any other person or entity, a party to any loan from the Company or any other transaction (other than as an employee) with the Company providing for the furnishing of services by, or rental of any personal property from, or otherwise requiring cash payments to any such person.

(m) The Company is not obligated to pay, and has not obligated the Placement Agent to pay, a finder's or origination fee in connection with the Offering (other than to the Placement Agent), and hereby agrees to indemnify the Placement Agent from any such claim made by any other person as more fully set forth in Section 8 hereof. The Placement Agent acknowledges that Ekso has engaged Mesirow Financial as its financial advisor and that the Ekso will pay Mesirow Financial a fee upon the closing of the Merger. The Company has not offered for sale or solicited offers to purchase the Units except for negotiations with the designated Placement Agent. Except as set forth in the Subscription Documents, no other person has any right to participate in any offer, sale or distribution of the Company's securities to which the Placement Agent's rights, described herein, shall apply.

(n) Until the earlier of (i) the Termination Date or (ii) the Final Closing (as hereinafter defined), the Company will not issue any press release, grant any interview, or otherwise communicate with the media in any manner whatsoever with respect to the Offering without the Placement Agent's prior written consent, which consent will not unreasonably be withheld or delayed.

(o) No representation or warranty contained in Section 2A of this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements herein not misleading in the context of such representations and warranties. The Placement Agent shall be entitled to rely on such representations and warranties.

(p) No consent, authorization or filing of or with any court or governmental authority is required in connection with the issuance or the consummation of the Offering, except for required filings with the SEC and the applicable state securities commissions relating specifically to the Offering (all of which filings will be duly made by, or on behalf of, the Company), and those which are required to be made after the First Closing (all of which will be duly made on a timely basis).

(q) The Company acknowledges that Adam S. Gottbetter is the owner of Gottbetter Capital Group, Inc., Gottbetter & Partners, LLP and Gottbetter Capital Markets, LLC. Gottbetter Capital Group, Adam S. Gottbetter and/or other affiliates of Mr. Gottbetter, as well as affiliates of a Sub-Agent, may own shares of the Company. Gottbetter & Partners, LLP has been or will be engaged by the Company as its corporate and securities counsel in respect of the transactions, and G&P may continue to be retained by the Company after the Merger to serve as its corporate and securities counsel, and will receive legal fees in accordance with an executed retainer agreement. Gottbetter Capital Markets, LLC is the Placement Agent for the Offering of the Units for which it will receive placement agent fees in accordance with executed placement agent agreements.

(r) Neither the sale of the Units by the Company nor its use of the proceeds thereof will violate the Trading with the Enemy Act, as amended, or any of the foreign assets control regulations of the United States Treasury Department (31 CFR, Subtitle B, Chapter V, as amended) or any enabling legislation or executive order relating thereto. Without limiting the foregoing, the Company is not (a) a person whose property or interests in property are blocked pursuant to Section 1 of Executive Order 13224 of September 23, 2001 Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism (66 Fed. Reg. 49079 (2001)) or (b) a person who engages in any dealings or transactions, or be otherwise associated, with any such person. The Company and its subsidiaries, if any, are in compliance, in all material respects, with the USA Patriot Act of 2001 (signed into law October 26, 2001).

(s) None of Company, any of its predecessors, any affiliated issuer, any director, executive officer, other officer of the Company participating in the Offering, any beneficial owner of 20% or more of the Company's outstanding voting equity securities, calculated on the basis of voting power, nor any promoter (as that term is defined in Rule 405 under the Securities Act) connected with the Company in any capacity at the time of sale (each, an "Issuer Covered Person" and, together, "Issuer Covered Persons") is subject to any Disqualification Event (as defined below), except for a Disqualification Event covered by Rule 506(d)(2) or (d)(3). The Company has exercised reasonable care to determine whether any Covered Person is subject to a Disqualification Event. The Company has complied, to the extent applicable, with its disclosure obligations under Rule 506(e), and has furnished to the Placement Agent a copy of any disclosures provided thereunder.

(t) The Company is not aware of any person (other than any Issuer Covered Person or Placement Agent Covered Person (as defined below)) that has been or will be paid (directly or indirectly) remuneration for solicitation of purchasers in connection with the sale of any the Securities.

(u) The Company will promptly notify the Placement Agent in writing of (A) any Disqualification Event relating to any Issuer Covered Person and (B) any event that would, with the passage of time, become a Disqualification Event relating to any Issuer Covered Person.

2B. Representations, Warranties and Covenants of Placement Agent. The Placement Agent hereby represents and warrants to the Company that the following representations and warranties are true and correct as of the date of this Agreement:

(a) The Placement Agent is a limited liability company duly organized, validly existing and in good standing under the laws of the State of New York and has all requisite corporate power and authority to enter into this Agreement and to carry out and perform its obligations under the terms of this Agreement.

(b) This Agreement has been duly authorized, executed and delivered by the Placement Agent, and upon due execution and delivery by the Company, this Agreement will be a valid and binding agreement of the Placement Agent enforceable against it in accordance with its terms, except as may be limited by principles of public policy and, as to enforceability, subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar laws relating to or affecting creditor's rights from time to time in effect and subject to general equity principles.

(c) The Placement Agent is a member of FINRA and is registered as a broker-dealer under the Exchange Act (as defined below), and under the securities acts of each state into which it is making offers or sales of the Units. None of the Placement Agent or its affiliates, or any person acting on behalf of the foregoing (other than the Company, its or their affiliates or any person acting on its or their behalf, in respect of which no representation is made) has taken nor will it take any action that conflicts with the conditions and requirements of, or that would make unavailable with respect to the Offering, the exemption(s) from registration available pursuant to Rule 506 of Regulation D or Section 4(2) of the Act, or knows of any reason why any such exemption would be otherwise unavailable to it. The Placement Agent will conduct the Offering in compliance with all applicable securities laws. Without limiting the foregoing, the Placement Agent agrees that it has not and will not directly or indirectly solicit offers for, or offer to sell, Units by means of general solicitation or advertising (as those terms are used in Regulation D) or in any manner involving a public offering within the meaning of Section 4(a) of the Securities Act.

(d) Adam S. Gottbetter is the owner of Gottbetter Capital Group, Inc., Gottbetter & Partners, LLP and Gottbetter Capital Markets, LLC. Gottbetter Capital Group, Adam S. Gottbetter and/or other affiliates of Mr. Gottbetter, as well as affiliates of a Sub-Agent, may own shares of the Company. Gottbetter & Partners, LLP has been or will be engaged by the Company as its corporate and securities counsel in respect of the transactions, and G&P may continue to be retained by the Company after the Contribution to serve as its corporate and securities counsel, and will receive legal fees in accordance with an executed retainer agreement. Gottbetter Capital Markets, LLC is the Placement Agent for the Offering of the Units for which it will receive placement agent fees in accordance with executed placement agent agreements.

(e) The Placement Agent represents that neither it, nor to its knowledge any of its directors, executive officers, general partners, managing members or other officers participating in the Offering (each, a **"**Placement Agent Covered Person**"** and, together, **"**Placement Agent Covered Persons"), is subject to any of the "Bad Actor" disqualifications described in Rule 506(d)(1)(i) to (viii) under the Securities Act (a **"**Disqualification Event").

(f) The Placement Agent represents that it is not aware of any person (other than any Issuer Covered Person or Placement Agent Covered Person) that has been or will be paid (directly or indirectly) remuneration for solicitation of purchasers in connection with the sale of the Units. Placement Agent will promptly notify the Company of any agreement entered into between such Placement Agent and such person in connection with such sale.

(g) The Placement Agent will notify the Company promptly in writing of (A) any Disqualification Event relating to any Placement Agent Covered Person and (B) any event that would, with the passage of time, become a Disqualification Event relating to any Placement Agent Covered Person.

3. Placement Agent Compensation.

(a) In connection with the Offering, the Company will pay a cash fee (the "Brokers' Cash Fee") to the Placement Agent at each Closing, and as a condition to Closing, equal to Ten Percent (10%) of the gross sales price of the Units purchased by those investor(s) directly introduced to the Company by the Placement Agent or a Sub-Agent (collectively, the "Markets Investors"). In addition, the Company will deliver to the Placement Agent (or its designees) warrants exercisable for a period of five (5) years from the initial Closing of the Offering, to purchase a number of shares of Common Stock equal to Ten Percent (10%) of the number of shares of Common Stock sold to the Markets Investors with an exercise price of $1.00 per share (the "Broker Warrants" and together with the Brokers' Cash Fee, are sometimes referred to collectively as "Brokers' Fees"). Any Sub- Agent of the Placement Agent that introduces investors to the Company will be entitled to share in the Brokers' Cash Fee and Broker Warrants attributable to those investors, pursuant to the terms of the Sub Dealer Agreement.

(b) Notwithstanding anything to the contrary contained in Section 3(a), the Brokers' Cash Fee in respect of the funds invested in the Units by any of Lockheed Martin, Chickasaw Nation Industries, NIF or Scott Banister (the "Named Investors"), shall be reduced to Two Percent (2%) of the gross sales price of the Units purchased by the Named Investors. In addition, notwithstanding anything to the contrary contained in Section 3(a), the Broker Warrants issued in respect of funds invested in the Units by any of the Named Investors shall be exercisable for a period of five (5) years from the initial Closing of the Offering and shall be exercisable to purchase a number of shares of Common Stock equaling Two Percent (2%) sold to the Named Investors.

(c) The Company shall also pay to the Placement Agent a Brokers' Cash Fee equal to Five Percent (5%) of the exercise price for each Investor Warrant exercised by Markets Investors in connection with a solicitation of exercise of warrants by the Company.

(d) The Company shall also pay to the Placement Agent the Brokers' Fees if any person or entity contacted by the Placement Agent or a Sub-Agent in connection with the Offering, which person was introduced to the Company prior to or during the Offering by the Placement Agent or a Sub-Agent, invests in the Company at any time prior to the date that is eighteen (18) months after the Termination Date or the Final Closing whichever is applicable, regardless of whether such Post-Closing Investor purchased the Units. The Placement Agent will provide a sealed envelope to the Company's counsel identified herein with a list of the investors contacted in connection with the Offering within ten (10) business days of the Termination Date.

(e) The Placement Agent shall not receive a Brokers' Cash Fee or Broker Warrants in respect of Units or Common Stock issued upon conversion of the Bridge Notes or the exercise of the Bridge Warrants (except as provided for in Section 3(c) above).

(f) To the extent there is more than one Closing, payment of the proportional amount of the Brokers' Fees will be made out of the proceeds of subscriptions for the Units sold at each Closing.

4. Subscription and Closing Procedures.

(a) The Company shall cause to be delivered to the Placement Agent and any Sub-Agent copies of the Subscription Documents and has consented, and hereby consents, to the use of such copies for the purposes permitted by the Act and applicable securities laws and in accordance with the terms and conditions of this Agreement, and hereby authorizes the Placement Agent and any Sub-Agent, and their respective agents and employees to use the Subscription Documents in connection with the sale of the Units until the earlier of (i) the Termination Date or (ii) the Final Closing, and no person or entity is or will be authorized to give any information or make any representations other than those contained in the Subscription Documents or to use any offering materials other than those contained in the Subscription Documents in connection with the sale of the Units, unless the Company first provides the Placement Agent with notification of such information, representations or offering materials.

(b) The Company shall make available to the Placement Agent, any Sub-Agent and their respective representatives such information, including, but not limited to, financial information, and other information regarding the Company (the "Information"), as may be reasonably requested in making a reasonable investigation of the Company and its affairs. The Company shall provide access to the officers, directors, employees, independent accountants, legal counsel and other advisors and consultants of the Company as shall be reasonably requested by the Placement Agent or any Sub-Agent. The Company recognizes and agrees that the Placement Agent and a Sub-Agent (i) will use and rely primarily on the Information and generally available information from recognized public sources in performing the services contemplated by this Agreement without independently verifying the Information or such other information, (ii) does not assume responsibility for the accuracy of the Information or such other information, and (iii) will not make an appraisal of any assets or liabilities owned or controlled by the Company or its market competitors.

(c) Each prospective purchaser will be required to complete and execute the Subscription Documents, Anti-Money Laundering Form and other documents (the "Subscription Documents") which will be forwarded or delivered to the Placement Agent at the Placement Agent's offices at the address set forth in Section 12 hereof.

(d) Simultaneously with the delivery to the Placement Agent of the Subscription Documents, the subscriber's check or other good funds will be forwarded directly by the subscriber to the escrow agent and deposited into a non interest bearing escrow account (the "Escrow Account") established for such purpose (the "Escrow Agent"). All such funds for subscriptions will be held in the Escrow Account pursuant to the terms of an escrow agreement among the Company, the Placement Agent and the Escrow Agent. The Company will pay all fees related to the establishment and maintenance of the Escrow Account. Subject to the receipt of subscriptions for the Minimum Amount and the related executed Subscription Documents from subscribers, the Company will either accept or reject, for any or no reason, the Subscription Documents in a timely fashion and at each Closing will countersign the Subscription Documents and provide duplicate copies of such documents to the Placement Agent for distribution to the subscribers. The acceptance of any Subscription Documents will be subject to the reasonable approval of the Company. The Company will give notice to the Placement Agent of its acceptance of each subscription. The Company, or the Placement Agent on the Company's behalf, will promptly return to subscribers incomplete, improperly completed, improperly executed and rejected subscriptions and give written notice thereof to the Placement Agent upon such return.

(e) If subscriptions for the Minimum Amount have been accepted by the Company prior to the Termination Date, the funds therefor have been collected by the Escrow Agent and all of the conditions set forth elsewhere in this Agreement are fulfilled, a closing shall be held promptly with respect to the Units sold (the "First Closing"). Thereafter, the remaining Units will continue to be offered and sold until the Termination Date. Additional closings ("Closings") may from time to time be conducted at times mutually agreed to between the Placement Agent and the Company with respect to additional Units sold, with the final closing ("Final Closing") to occur within 10 days after the earlier of the Termination Date and the date on which the Maximum Amount (including any over-allotment) has been subscribed for. Delivery of payment for the accepted subscriptions for Units from the funds held in the Escrow Account will be made at each Closing at the Placement Agent's offices against delivery of the Units by the Company at the address set forth in Section 12 hereof (or at such other place as may be mutually agreed upon between the Company and the Placement Agent), net of amounts due to the Placement Agent and any Sub-Agent as directed, and Blue Sky counsel as of such Closing. Executed certificates for the Units will be in such authorized denominations and registered in such names as the Placement Agent may request on or before the date of each Closing ("Closing Date"). The certificates will be forwarded to the subscriber directly by the transfer agent or the Company's designated agent at each Closing. The Company will issue the certificates for the Units within twenty (20) days of each Closing.

(f) If Subscription Documents for the Minimum Amount have not been received and accepted by the Company on or before the Termination Date for any reason, the Offering will be terminated, no Units will be sold, and the Escrow Agent will, at the request of the Placement Agent, cause all monies received from subscribers for the Units to be promptly returned to such subscribers without interest, penalty, expense or deduction.

5. Further Covenants.

The Company hereby covenants and agrees that:

(a) Except upon prior written notice to the Placement Agent, the Company shall not, at any time prior to the Final Closing, knowingly take any action which would cause any of the representations and warranties made by it in this Agreement not to be complete and correct in all material respects on and as of each Closing Date with the same force and effect as if such representations and warranties had been made on and as of each such date (except to the extent any representation or warranty relates to an earlier date).

(b) If, at any time prior to the Final Closing, any event shall occur that causes a Company Material Adverse Effect and as a result it becomes necessary to amend or supplement the Subscription Documents so that the representations and warranties herein remain true and correct in all material respects, or in case it shall be necessary to amend or supplement the Subscription Documents to comply with Regulation D or any other applicable securities laws or regulations, the Company will promptly notify the Placement Agent and shall, at its sole cost, prepare and furnish to the Placement Agent copies of appropriate amendments and/or supplements in such quantities as the Placement Agent may reasonably request. The Company will not at any time before the Final Closing prepare or use any amendment or supplement to the Subscription Documents of which the Placement Agent will not previously have been advised and furnished with a copy, or which is not in compliance in all material respects with the Act and other applicable securities laws. As soon as the Company is advised thereof, the Company will advise the Placement Agent and its counsel, and confirm the advice in writing, of any order preventing or suspending the use of the Subscription Documents, or the suspension of any exemption for such qualification or registration thereof for offering in any jurisdiction, or of the institution or threatened institution of any proceedings for any of such purposes, and the Company will use their commercially reasonable best efforts to prevent the issuance of any such order and, if issued, to obtain as soon as reasonably possible the lifting thereof.

(c) The Company shall comply with the Act, the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and the rules and regulations thereunder, all applicable state securities laws and the rules and regulations thereunder in the states in which Placement Agent's Blue Sky counsel has advised the Placement Agent and/or the Company that the Units are qualified or registered for sale or exempt from such qualification or registration, so as to permit the continuance of the sales of the Units, and will file or cause to be filed with the SEC, and shall promptly thereafter forward or cause to be forwarded to the Placement Agent, any and all reports on Form D as are required. The Company will pay the attorney's fee and out of pocket expenses related to the filings for registrations of sale or exemption from such qualifications with any state securities commissions and any other regulatory agencies. Such fees will be paid at the time of invoicing, or at the time of Closing, if known, and if not yet invoiced, funds will remain in escrow to cover the estimated invoice.

(d) The Company shall use best efforts to qualify the Units for sale under the securities laws of such jurisdictions in the United States as may be mutually agreed to by the Company and the Placement Agent, and the Company will make or cause to be made such applications and furnish information as may be required for such purposes, provided that the Company will not be required to qualify as a foreign corporation in any jurisdiction or execute a general consent to service of process. The Company will, from time to time, prepare and file such statements and reports as are or may be required to continue such qualifications in effect for so long a period as the Placement Agent may reasonably request with respect to the Offering.

(e) The Company shall place a legend on the certificates representing the Common Stock and the Investor Warrants issued in the Offering that the securities evidenced thereby have not been registered under the Act or applicable state securities laws, setting forth or referring to the applicable restrictions on transferability and sale of such securities under the Act and applicable state laws.

(f) The Company shall apply the net proceeds from the sale of the Units for the purposes substantially as described in the Subscription Documents. Except as set forth in the Subscription Documents, the Company shall not use any of the net proceeds of the Offering to repay indebtedness to officers (other than accrued salaries incurred in the ordinary course of business), directors or stockholders of the Company without the prior written consent of the Placement Agent.

(g) During the Offering Period, the Company shall afford each prospective purchaser of the Units the opportunity to ask questions of and receive answers from an officer of the Company concerning the terms and conditions of the Offering and the opportunity to obtain such other additional information necessary to verify the accuracy of the Subscription Documents to the extent the Company possesses such information or can acquire it without unreasonable expense.

(h) Except with the prior written consent of the Placement Agent, the Company shall not, at any time prior to the earlier of the Final Closing or the Termination Date, except as contemplated by the Subscription Documents (including the consummation of the Merger and the transactions contemplated in connection therewith) (i) engage in or commit to engage in any transaction outside the ordinary course of business as described in the Subscription Documents, (ii) issue, agree to issue or set aside for issuance any securities (debt or equity) or any rights to acquire any such securities (with the exception of the Conversion Securities and securities in connection with the Subsequent Offering), (iii) incur, outside the ordinary course of business, any material indebtedness (with the exception of any indebtedness incurred in connection with the Subsequent Offering), (iv) dispose of any material assets, (v) make any material acquisition or (vi) change its business or operations in any material respect.

(i) The Company shall pay all reasonable expenses incurred in connection with the preparation and printing of all necessary offering documents and instruments related to the Offering and the issuance of the Units and will also pay for the Company's expenses for accounting fees, legal fees, printing costs, and other costs involved with the Offering. The Company will provide at its own expense such quantities of the Subscription Documents and other documents and instruments relating to the Offering as the Placement Agent may reasonably request. The Company will pay at its own expenses in connection with the creation, authorization, issuance, transfer and delivery of the Units, including, without limitation, fees and expenses of any transfer agent or registrar; the fees and expenses of the Escrow Agent; all fees and expenses of legal, accounting and other advisers to the Company; the registration or qualification of the Units for offer and sale under the securities or Blue Sky laws of those jurisdictions where the Unites were offered and sold, payable within five (5) days of being invoiced; and at the First Closing, or, if there is no Closing, within ten (10) days after written request therefore following the Termination Date, the legal fees and expenses of the Placement Agent's counsel (the "Placement Agent Counsel Fee"), which legal fees, shall be a total of Twenty Five Thousand Dollars ($25,000) plus reasonable out of pocket expenses provided that such limitation shall in no way affect the obligations of the Company with respect to indemnification and contribution as set forth in Sections 8 and 9 herein. This Placement Agent Counsel Fee is in addition to the legal fees paid by Ekso pursuant to the Placement Agent Agreement dated November 14, 2013. The Placement Agent Counsel Fee does not include the legal fees and expenses for the Blue Sky and other regulatory filings required to be made for the Offering.

6. Conditions of Placement Agent's Obligations.

The obligations of the Placement Agent hereunder to affect a Closing are subject to the fulfillment, at or before each Closing, of the following additional conditions:

(a) Each of the representations and warranties made by the Company shall be true and correct on each Closing Date, except to the extent any such representation or warranty expressly speaks as of an earlier date, in which case such representation or warranty shall be true and correct as of such earlier date and except for any untrue or incorrect representation and warranty that, individually or in the aggregate, does not have a Company Material Adverse Effect.

(b) The Company shall have performed and complied in all material respects with all agreements, covenants and conditions required to be performed herein, and complied with by it at or before the Closing.

(c) The Subscription Documents do not, and as of the date of any amendment or supplement thereto will not, include any untrue statement of a material fact by the Company or omit to state any material fact by the Company necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading.

(d) No order suspending the use of the Subscription Documents or enjoining the Offering or sale of the Units shall have been issued, and no proceedings for that purpose or a similar purpose shall have been initiated or pending, or, to the best of the Company's knowledge, be contemplated or threatened.

(e) The Placement Agent shall have received a certificate of the Chief Executive Officer of the Company, dated as of the Closing Date, certifying, as to the fulfillment of the conditions set forth in subparagraphs (a), (b), (c) and (d) above.

(f) The Company shall have delivered to the Placement Agent: (i) a good standing certificate dated as of a date within 10 days prior to the Closing Date from the secretary of state of its jurisdiction of incorporation and (ii) resolutions of the Company's Board of Directors approving this Agreement and the transactions and agreements contemplated by this Agreement, and the Subscription Documents, all as certified by the Chief Executive Officer of the Company.

(g) At each Closing, the Company shall pay and/or issue to the Placement Agent the Brokers' Fees earned in such Closing.

(h) All proceedings taken at or prior to the Closing in connection with the authorization, issuance and sale of the Units will be reasonably satisfactory in form and substance to the Placement Agent and its counsel, and such counsel shall have been furnished with all such documents, certificates and opinions as it may reasonably request upon reasonable prior notice in connection with the transactions contemplated hereby.

7. Conditions of the Company's Obligations.

The obligations of the Company hereunder to affect a Closing are subject to the fulfillment, at or before each Closing, of the following additional conditions:

(a) The satisfaction or waiver of all conditions to closing as set forth herein.

(b) As of each Closing, each of the representations and warranties made by Placement Agent herein being true and correct as of the Closing Date for such Closing.

(c) At each Closing, the Company shall have received the proceeds from the sale of the Units that are part of such Closing less applicable Brokers' Fees.

7A. Mutual Condition. The obligations of the Placement Agent and the Company hereunder are subject to the execution by each investor of a Securities Purchase Agreement in form and substance acceptable to the Placement Agent and the Company and deposit by such investor with the escrow agent of all funds required to be so deposited by such investor.

8. Indemnification.

(a) The Company will: (i) indemnify and hold harmless the Placement Agent, any Sub-Agent, their respective agents and their respective officers, directors, employees, selected dealers and each person, if any, who controls the Placement Agent or any Sub-Agent, as applicable, within the meaning of the Act and such agents (each an "Indemnitee" or a "Placement Agent Party") against, and pay or reimburse each Indemnitee for, any and all losses, claims, damages, liabilities or expenses whatsoever (or actions or proceedings or investigations in respect thereof), severally (which will, for all purposes of this Agreement, include, but not be limited to, all reasonable costs of defense and investigation and all reasonable attorneys' fees, including appeals), to which any Indemnitee may become subject (a) under the Act or otherwise, in connection with the offer and sale of the Units and (b) as a result of the breach of any representation, warranty or covenant made by the Company herein, regardless of whether such losses, claims, damages, liabilities or expenses shall result from any claim by any Indemnitee or by any third party; and (ii) reimburse each Indemnitee for any legal or other expenses reasonably incurred in connection with investigating or defending against any such loss, claim, action, proceeding or investigation; provided, however, the Company will not have any obligation to indemnify or reimburse any Indemnitee to the extent that any such claim, damage or liability is finally judicially determined to have resulted from (A) an untrue statement or alleged untrue statement of a material fact made in the Subscription Documents, or an omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, made solely in reliance upon and in conformity with written information furnished to the Company by the Placement Agent specifically for use in the Subscription Documents or (B) any violations of law by the Placement Agent (including, without limitation, violations of the Act or state securities laws) which does not result from a violation thereof by the Company or any of their respective affiliates, (C) due to intentional or negligent misrepresentations and/or malfeasance of the Placement Agent or the Sub-Agent, as applicable, or (D) the gross negligence or willful misconduct or violations of law by the Indemnitee seeking indemnification hereunder. In addition to the foregoing agreement to indemnify and reimburse, the Company will indemnify and hold harmless each Indemnitee against any and all losses, claims, damages, liabilities or expenses whatsoever (or actions or proceedings or investigations in respect thereof), joint or several (which shall, for all purposes of this Agreement, include, but not be limited to, all reasonable costs of defense and investigation and all reasonable attorneys' fees, including appeals) to which any Indemnitee may become subject insofar as such costs, expenses, losses, claims, damages or liabilities arise out of or are based upon the claim of any person or entity that he or it is entitled to broker's or finder's fees from any Indemnitee in connection with the Offering as a result of the Company obligating itself or any Indemnitee to pay such a fee, other than fees due to the Placement Agent, its dealers, Sub-Agents or finders. The foregoing indemnity agreements will be in addition to any liability the Company may otherwise have.

(b) The Placement Agent will indemnify and hold harmless the Company, its subsidiaries, and their respective officers, directors, and each person, if any, who controls such entity within the meaning of the Act (collectively, the "Company Indemnitees") against, and pay or reimburse any such person for, any and all losses, claims, damages, liabilities or expenses whatsoever (or actions, proceedings or investigations in respect thereof) to which the Company or any such person may become subject under the Act or otherwise, whether such losses, claims, damages, liabilities or expenses shall result from any claim of the Company or any such person who controls the Company within the meaning of the Act or by any third party, but only to the extent that such losses, claims, damages or liabilities are based upon (A) any violations of law by the Placement Agent (including, without limitation, of the Act or state securities laws) which does not result from a violation thereof by the Company or any of their respective affiliates, (B) any untrue statement or alleged untrue statement of any material fact contained in the Subscription Documents made in reliance upon and in conformity with information contained in the Subscription Documents relating to the Placement Agent, or an omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, in either case, if made or omitted in reliance upon and in conformity with written information furnished to the Company by the Placement Agent, specifically for use in the preparation thereof, or (C) the intentional or negligent misrepresentations and/or malfeasance of the Placement Agent. The Placement Agent will reimburse the Company or any such person for any legal or other expenses reasonably incurred in connection with investigating or defending against any such loss, claim, damage, liability or action, proceeding or investigation to which such indemnity obligation applies. In addition to the foregoing agreement to indemnify and reimburse, the Placement Agent will indemnify and hold harmless each Company Indemnitee against any and all losses, claims, damages, liabilities or expenses whatsoever (or actions or proceedings or investigations in respect thereof), joint or several (which shall, for all purposes of this Agreement, include, but not be limited to, all reasonable costs of defense and investigation and all reasonable attorneys' fees, including appeals) to which any Company Indemnitee may become subject insofar as such costs, expenses, losses, claims, damages or liabilities arise out of or are based upon the claim of any person or entity that he or it is entitled to broker's or finder's fees from any Company Indemnitee in connection with the Offering as a result of the Placement Agent obligating itself or any Company Indemnitee to pay such a fee. The foregoing indemnity agreements are in addition to any liability which the Placement Agent may otherwise have.

(c) Promptly after receipt by an indemnified party under this Section 8 of notice of the commencement of any action, claim, proceeding or investigation (the "Action"), such indemnified party, if a claim in respect thereof is to be made against the indemnifying party under this Section 8, will notify the indemnifying party of the commencement thereof, but the omission to so notify the indemnifying party will not relieve it from any liability that it may have to any indemnified party under this Section 8 unless the indemnifying party has been substantially prejudiced by such omission. The indemnifying party will be entitled to participate in and, to the extent that it may wish, jointly with any other indemnifying party, to assume the defense thereof subject to the provisions herein stated, with counsel reasonably satisfactory to such indemnified party. The indemnified party will have the right to employ separate counsel in any such Action and to participate in the defense thereof, but the fees and expenses of such counsel will not be at the expense of the indemnifying party if the indemnifying party has assumed the defense of the Action with counsel reasonably satisfactory to the indemnified party, provided, however, that if the indemnified party shall be requested by the indemnifying party to participate in the defense thereof or shall have concluded in good faith and specifically notified the indemnifying party either that there may be specific defenses available to it that are different from or additional to those available to the indemnifying party or that such Action involves or could have a material adverse effect upon it with respect to matters beyond the scope of the indemnity agreements contained in this Agreement, then the counsel representing it, to the extent made necessary by such defenses, shall have the right to direct such defenses of such Action on its behalf and in such case the reasonable fees and expenses of such counsel in connection with any such participation or defenses shall be paid by the indemnifying party. No settlement of any Action against an indemnified party will be made without the consent of the indemnifying party and the indemnified party, which consent shall not be unreasonably withheld or delayed in light of all factors of importance to such party, and no indemnifying party shall be liable to indemnify any person for any settlement of any such claim effected without such indemnifying party's consent.

9. Contribution.

To provide for just and equitable contribution, if: (i) an indemnified party makes a claim for indemnification pursuant to Section 8 hereof and it is finally determined, by a judgment, order or decree not subject to further appeal that such claims for indemnification may not be enforced, even though this Agreement expressly provides for indemnification in such case; or (ii) any indemnified or indemnifying party seeks contribution under the Act, the Exchange Act, or otherwise, then each indemnifying party shall contribute to such amount paid or payable by such indemnified party in such proportion as is appropriate to reflect not only such relative benefits but also the relative fault of the Company on the one hand and the Placement Agent on the other in connection with the statements or omissions which resulted in such losses, claims, damages, liabilities or expenses (or actions in respect thereof), as well as any other relevant equitable considerations. The relative benefits received by the Company on the one hand and the Placement Agent on the other shall be deemed to be in the same proportion as the total net proceeds from the Offering (before deducting expenses) received by the Company bear to the total Brokers' Fees received by the Placement Agent. The relative fault, in the case of an untrue statement, alleged untrue statement, omission or alleged omission will be determined by, among other things, whether such statement, alleged statement, omission or alleged omission relates to information supplied by the Company or by the Placement Agent, and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement, alleged statement, omission or alleged omission. The Company and the Placement Agent agree that it would be unjust and inequitable if the respective obligations of the Company and the Placement Agent for contribution were determined by pro rata allocation of the aggregate losses, liabilities, claims, damages and expenses or by any other method or allocation that does not reflect the equitable considerations referred to in this Section 9. No person guilty of a fraudulent misrepresentation (within the meaning of Section 10(f) of the Act) will be entitled to contribution from any person who is not guilty of such fraudulent misrepresentation. For purposes of this Section 9, each person, if any, who controls the Placement Agent within the meaning of the Act will have the same rights to contribution as the Placement Agent, and each person, if any, who controls the Company within the meaning of the Act will have the same rights to contribution as the Company, subject in each case to the provisions of this Section 9. Anything in this Section 9 to the contrary notwithstanding, no party will be liable for contribution with respect to the settlement of any claim or action effected without its written consent. This Section 9 is intended to supersede, to the extent permitted by law, any right to contribution under the Act, the Exchange Act or otherwise available.

10. Termination.

(a) The Offering may be terminated by the Placement Agent at any time prior to the expiration of the Offering Period in the event that: (i) any of the representations, warranties or covenants of the Company contained herein or in the Subscription Documents shall prove to have been false or misleading in any material respect when actually made; (ii) the Company shall have failed to perform any of its material obligations hereunder or under any other Company Transaction Document; (iii) there shall occur any event, within the control of the Company that is reasonably likely to materially and adversely affect the transactions contemplated hereunder or the ability of the Company to perform hereunder; or (iv) the Placement Agent determines that it is reasonably likely that any of the conditions to Closing to be fulfilled by the Company set forth herein will not, or cannot, be satisfied.

(b) The Offering may be terminated by the Company at any time prior to the expiration of the Offering Period (i) in the event that the Placement Agent shall have failed to perform any of its material obligations hereunder, or (ii) on account of the Placement Agent's fraud, illegal or willful misconduct or gross negligence or (iii) a material breach of this Agreement by the Placement Agent. In the event of any such termination by the Company, the Placement Agent shall not be entitled to any amounts whatsoever except (i) as may be due under any indemnity or contribution obligation provided herein or in any other Company Transaction Document, at law or otherwise and (ii) it shall retain any Brokers' Fees received for Closings that occurred prior to the Termination Date.

(c) This Offering may be terminated upon mutual agreement of the Company and the Placement Agent at any time prior to the expiration of the Offering Period.

(d) Before any termination by the Placement Agent under Section 10(a) or by the Company under Section 10(b) shall become effective, the terminating party shall give five (5) days prior written notice to the other party of its intention to terminate the Offering (the "Termination Notice"). The Termination Notice shall specify the grounds for the proposed termination. If the specified grounds for termination, or their resulting adverse effect on the transactions contemplated hereby, are curable, then the other party shall have three (3) days from the Termination Notice within which to remove such grounds or to eliminate all of their material adverse effects on the transactions contemplated hereby; otherwise, the Offering shall terminate.

(e) Upon any termination pursuant to this Section 10, the Placement Agent and the Company will instruct the Escrow Agent to cause all monies received with respect to the subscriptions for the Units not accepted by the Company to be promptly returned to such subscribers without interest, penalty or deduction.

11. Survival.

(a) The obligations of the parties to pay any costs and expenses hereunder and to provide indemnification and contribution as provided herein shall survive any termination hereunder. In addition, the provisions of Sections 3, 8 through 17 shall survive the sale of the Units or any termination of the Offering hereunder.

(b) The respective indemnities, covenants, representations, warranties and other statements of the Company and the Placement Agent set forth in or made pursuant to this Agreement will remain in full force and effect, regardless of any investigation made by or on behalf of, and regardless of any access to information by the Company or the Placement Agent, or any of their officers or directors or any controlling person thereof, and will survive the sale of the Units or any termination of the Offering hereunder.

12. Notices.

All communications hereunder will be in writing and, except as otherwise expressly provided herein or after notice by one party to the other of a change of address, if sent to the Placement Agent, will be mailed, postage prepaid, certified mail, return receipt request or sent by overnight courier or delivered by hand and signed by addressee to Gottbetter Capital Markets, LLC 488 Madison Avenue, 12th Floor, New York, New York 10022, Attention: Mr. Julio A. Marquez, President, telefax number (212) 400-6999, with a copy to: Law Offices of Barbara J. Glenns, Esq. 30 Waterside Plaza, Suite 25G, New York, New York 10010, Attn: Barbara J. Glenns, Esq., telefax number (212) 689-6578, if sent to Ekso Bionics, Inc. will be mailed, postage prepaid, certified mail, return receipt request or sent by overnight courier or delivered by hand and signed by addressee to PN Med Group Inc. to be renamed Ekso Bionics Holdings, Inc. Pedro Perez Niklitschek, San Isidro 250, depot 618, Santiago, Chile 8240400, President, CEO**,** telefax number 775-981-9001 with a copy to: Gottbetter & Partners, LLP 488 Madison Avenue, 12th Floor, New York, NY 10022 telefax: 212-400-6901 Attn: Barrett DiPaolo, Esq.. Notices sent by certified mail shall be deemed received five days thereafter, notices sent by hand delivery or overnight delivery shall be deemed received on the date of the relevant written record of receipt.

13. Governing Law, Jurisdiction.

This Agreement shall be deemed to have been made and delivered in New York City and shall be governed as to validity, interpretation, construction, effect and in all other respects by the internal laws of the State of New York without regard to principles of conflicts of law thereof.

THE PARTIES HERETO AGREE TO SUBMIT ALL CONTROVERSIES TO THE EXCLUSIVE JURISDICTION OF EITHER THE AAA OR OTHER MUTUALLY ACCEPTABLE ARBITRATION FORUM IN ACCORDANCE WITH THE PROVISIONS SET FORTH BELOW AND UNDERSTAND THAT (A) ARBITRATION IS FINAL AND BINDING ON THE PARTIES, (B) THE PARTIES ARE WAIVING THEIR RIGHTS TO SEEK REMEDIES IN COURT, INCLUDING THE RIGHT TO A JURY TRIAL, (C) PRE-ARBITRATION DISCOVERY IS GENERALLY MORE LIMITED AND DIFFERENT FROM COURT PROCEEDINGS, (D) THE ARBITRATOR'S AWARD IS NOT REQUIRED TO INCLUDE FACTUAL FINDINGS OR LEGAL REASONING AND ANY PARTY'S RIGHT TO APPEAL OR TO SEEK MODIFICATION OF RULES BY ARBITRATORS IS STRICTLY LIMITED, AND (E) ALL CONTROVERSIES WHICH MAY ARISE BETWEEN THE PARTIES CONCERNING THIS AGREEMENT SHALL BE DETERMINED BY ARBITRATION PURSUANT TO THE RULES THEN PERTAINING TO THE AAA OR OTHER MUTUALLY ACCEPTABLE ARBITRATION FORUM. ALL QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, ENFORCEMENT AND INTERPRETATION OF THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK. JUDGMENT ON ANY AWARD OF ANY SUCH ARBITRATION MAY BE ENTERED IN THE SUPREME COURT OF THE STATE OF NEW YORK OR IN ANY OTHER COURT HAVING JURISDICTION OVER THE PERSON OR PERSONS AGAINST WHOM SUCH AWARD IS RENDERED. THE PARTIES AGREE THAT THE DETERMINATION OF THE ARBITRATORS SHALL BE BINDING AND CONCLUSIVE UPON THEM. THE PREVAILING PARTY, AS DETERMINED BY SUCH ARBITRATORS, IN A LEGAL PROCEEDING SHALL BE ENTITLED TO COLLECT ANY COSTS, DISBURSEMENTS AND REASONABLE ATTORNEY'S FEES FROM THE OTHER PARTY. PRIOR TO FILING AN ARBITRATION, THE PARTIES HEREBY AGREE THAT THEY WILL ATTEMPT TO RESOLVE THEIR DIFFERENCES FIRST BY SUBMITTING THE MATTER FOR RESOLUTION TO A MEDIATOR, ACCEPTABLE TO ALL PARTIES, AND WHOSE EXPENSES WILL BE BORNE EQUALLY BY ALL PARTIES. THE MEDIATION WILL BE HELD IN THE COUNTY OF NEW YORK, STATE OF NEW YORK, ON AN EXPEDITED BASIS. IF THE PARTIES CANNOT SUCCESSFULLY RESOLVE THEIR DIFFERENCES THROUGH MEDIATION, THE MATTER WILL BE RESOLVED BY ARBITRATION. THE ARBITRATION SHALL TAKE PLACE IN THE COUNTY OF NEW YORK, THE STATE OF NEW YORK, ON AN EXPEDITED BASIS.

14. Miscellaneous.

A. No provision of this Agreement may be changed or terminated except by a writing signed by the party or parties to be charged therewith. Unless expressly so provided, no party to this Agreement will be liable for the performance of any other party's obligations hereunder. Either party hereto may waive compliance by the other with any of the terms, provisions and conditions set forth herein; provided, however, that any such waiver shall be in writing specifically setting forth those provisions waived thereby. No such waiver shall be deemed to constitute or imply waiver of any other term, provision or condition of this Agreement. Neither party may assign its rights or obligations under this Agreement to any other person or entity without the prior written consent of the other party. Notwithstanding the foregoing, the parties specifically acknowledge and agree that any Sub-Agent may rely upon and shall be a beneficiary of the Representations, Warranties and Covenants of the Company set forth in Section 2A hereof.

B. Each party shall, without payment of any additional consideration by any other party, at any time on or after the date of any Closings, take such further action and execute such other and further documents and instruments as the other party may reasonably request in order to provide the other party with the benefits of this Agreement.

C. The Parties to this Agreement each hereby confirm that they will cooperate with each other to the extent that it may become necessary to enter into any revisions or amendments to this Agreement, in the future to conform to any federal or state regulations as long as such revisions or amendments do not materially alter the obligations or benefits of either party under this Agreement.

15. Entire Agreement; Severability.

This Agreement together with any other agreement referred to herein supersedes all prior understandings and written or oral agreements between the parties with respect to the Offering and the subject matter hereof. If any portion of this Agreement shall be held invalid or unenforceable, then so far as is reasonable and possible (i) the remainder of this Agreement shall be considered valid and enforceable and (ii) effect shall be given to the intent manifested by the portion held invalid or unenforceable.

16. Counterparts.

This Agreement may be executed in multiple counterparts, each of which may be executed by less than all of the parties and shall be deemed to be an original instrument which shall be enforceable against the parties actually executing such counterparts and all of which together shall constitute one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile transmission or in pdf format shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile or in pdf format shall be deemed to be their original signatures for all purposes.

17. Confidentiality.

(a) The Placement Agent will maintain the confidentiality of the Information and, unless and until such information shall have been made publicly available by the Company or by others without breach of a confidentiality agreement, shall disclose the Information only as authorized by the Company or as required by law or by order of a governmental authority or court of competent jurisdiction. In the event the Placement Agent is legally required to make disclosure of any of the Information, the Placement Agent will give prompt notice to the Company prior to such disclosure, to the extent the Placement Agent can practically do so.

(b) The foregoing paragraph shall not apply to information that:

(i) at the time of disclosure by the Company, is or thereafter becomes, generally available to the public or within the industries in which the Company conducts business, other than as a result of a breach by the Placement Agent of its obligations under this Agreement;

(ii) prior to or at the time of disclosure by the Company, was already in the possession of, the Placement Agent or any of its affiliates, or could have been developed by them from information then lawfully in their possession, by the application of other information or techniques in their possession, generally available to the public; at the time of disclosure by the Company thereafter, is obtained by the Placement Agent or any of its affiliates from a third party who the Placement Agent reasonably believes to be in possession of the information not in violation of any contractual, legal or fiduciary obligation to the Company with respect to that information; or is independently developed by the Placement Agent or its affiliates.

The exclusions set forth in sub-section (b) above shall not apply to pro forma financial information and/or financial projections of the Company, which pro forma financial information and/or projections shall in all events be subject to sub-section (a) above.

(c) Nothing in this Agreement shall be construed to limit the ability of the Placement Agent or its affiliates to pursue, investigate, analyze, invest in, or engage in investment banking, financial advisory or any other business relationship with entities other than the Company, notwithstanding that such entities may be engaged in a business which is similar to or competitive with the business of the Company, and notwithstanding that such entities may have actual or potential operations, products, services, plans, ideas, customers or supplies similar or identical to the Company's, or may have been identified by the Company as potential merger or acquisition targets or potential candidates for some other business combination, cooperation or relationship. The Company expressly acknowledges and agrees that they do not claim any proprietary interest in the identity of any other entity in its industry or otherwise, and that the identity of any such entity is not confidential information.

[Signatures on following page]

If the foregoing is in accordance with your understanding of the agreement between the Company and the Placement Agent, kindly sign and return this Agreement, whereupon it will become a binding agreement as provided herein, between the Company and the Placement Agent in accordance with its terms.

PN MED GROUP INC. (to be renamed EKSO BIONICS HOLDINGS, INC.)

By: */s/ Pedro Perez Niklitschek*
Name: Pedro Perez Niklitschek
President & CEO
San Isidro 250, depot 618
Santiago, Chile 8240400
Tel: 569-659-22350

Accepted and agreed to this
day of December 5, 2013:

GOTTBETTER CAPITAL MARKETS, LLC

By: */s/ Julio A. Marquez*
Julio A. Marquez
President

Exhibit 10.12

EKSO BIONICS HOLDINGS, INC.

2014 EQUITY INCENTIVE PLAN

1. Purposes of the Plan. The purposes of this Plan are:

- to attract and retain the best available personnel for positions of substantial responsibility,
- to provide incentives to individuals who perform services for the Company, and
- to promote the success of the Company's business.

The Plan permits the grant of Incentive Stock Options, Nonstatutory Stock Options, Stock Appreciation Rights, Restricted Stock, Restricted Stock Units, Performance Units, Performance Shares and other stock or cash awards as the Administrator may determine.

2. Definitions. As used herein, the following definitions will apply:

(a) "Administrator" means the Board or any of its Committees as will be administering the Plan, in accordance with Section 4 hereof.

(b) "Affiliate" means any corporation or any other entity (including, but not limited to, partnerships and joint ventures) controlling, controlled by, or under common control with the Company.

(c) "Applicable Laws" means the requirements relating to the administration of equity-based awards under U.S. federal and state corporate laws, U.S. federal and state securities laws, the Code, any stock exchange or quotation system on which the Common Stock is listed or quoted and the applicable laws of any foreign country or jurisdiction where Awards are, or will be, granted under the Plans.

(d) "Award" means, individually or collectively, a grant under the Plan of Options, Stock Appreciation Rights, Restricted Stock, Restricted Stock Units, Performance Units, Performance Shares and other stock or cash awards as the Administrator may determine.

(e) "Award Agreement" means the written agreement setting forth the terms and provisions applicable to each Award granted under the Plan. The Award Agreement is subject to the terms and conditions of the Plan.

(f) "Board" means the Board of Directors of the Company.

(g) "Change in Control" means the occurrence of any of the following events after the Effective Date:

(i) A change in the ownership of the Company which occurs on the date that any one person, or more than one person acting as a group ("Person"), acquires ownership of stock in the Company that, together with the stock already held by such Person, constitutes more than 50% of the total voting power of the stock of the Company; provided, however, that for purposes of this subsection (i), the acquisition of additional stock by any Person who is considered to own more than 50% of the total voting power of the stock of the Company before the acquisition will not be considered a Change in Control; or

(ii) The individuals who constitute the members of the Board cease, by reason of a financing, merger, combination, acquisition, takeover or other non-ordinary course transaction affecting the Company, to constitute at least fifty-one percent (51%) of the members of the Board; or

(iii) The consummation of any of the following events: (A) a change in the ownership of a substantial portion of the Company's assets, which occurs on the date that any Person acquires (or has acquired during the twelve (12) month period ending on the date of the most recent acquisition by such Person) assets from the Company that have a total gross fair market value equal to or more than 50% of the total gross fair market value of all of the assets of the Company immediately prior to such acquisition or acquisitions, or (B) a merger, consolidation or reorganization involving the Company, where either or both of the events described in clauses (i) or (ii) above would be the result. For purposes of this subsection (iii), the following will not constitute a change in the ownership of a substantial portion of the Company's assets or a Change in Control: (A) a transfer to an entity that is controlled by the Company's stockholders immediately after the transfer, or (B) a transfer of assets by the Company to: (1) a stockholder of the Company (immediately before the asset transfer) in exchange for or with respect to the Company's stock, (2) an entity, 50% or more of the total value or voting power of which is owned, directly or indirectly, by the Company, (3) a Person that owns, directly or indirectly, 50% or more of the total value or voting power of all the outstanding stock of the Company, or (4) an entity, at least 50% of the total equity or voting power of which is owned, directly or indirectly, by a Person described in subsection (iii)(B)(3) above. For purposes of this subsection (iii), gross fair market value means the value of the assets of the Company, or the value of the assets being disposed of, determined without regard to any liabilities associated with such assets.

For purposes of this Section 2(g), persons will be considered to be acting as a group if they are owners of a corporation or other entity that enters into a merger, consolidation, purchase or acquisition of stock, or similar business transaction with the Company.

(h) "Code" means the Internal Revenue Code of 1986, as amended. Any reference to a section of the Code herein will be a reference to any successor or amended section of the Code.

(i) "Committee" means a committee of Directors or of other individuals satisfying Applicable Laws appointed by the Board in accordance with Section 4 hereof.

(j) "Common Stock" means the common stock, par value $0.001 per share, of the Company.

(k) "Company" means Ekso Bionics Holdings, Inc., a Delaware corporation, or any successor thereto.

(l) "Consultant" means any person, including an advisor, other than an Employee engaged by the Company or a Parent, Subsidiary or Affiliate to render services to such entity.

(m) "Determination Date" means the latest possible date that will not jeopardize the qualification of an Award granted under the Plan as "performance-based compensation" under Section 162(m) of the Code.

(n) "Director" means a member of the Board.

(o) "Disability" means permanent and total disability as defined in Section 22(e)(3) of the Code, provided that in the case of Awards other than Incentive Stock Options, the Administrator in its discretion may determine whether a permanent and total disability exists in accordance with uniform and non-discriminatory standards adopted by the Administrator from time to time.

(p) "Effective Date" shall have the meaning set forth in Section 18 hereof.

(q) "Employee" means any person, including Officers and Directors, other than a Consultant employed by the Company or any Parent, Subsidiary or Affiliate of the Company. Neither service as a Director nor payment of a director's fee by the Company will be sufficient to constitute "employment" by the Company.

(r) "Exchange Act" means the Securities Exchange Act of 1934, as amended.

(s) "Exchange Program" means a program under which (i) outstanding Awards are surrendered or cancelled in exchange for Awards of the same type (which may have lower exercise prices and different terms), Awards of a different type, and/or cash, and/or (ii) the exercise price of an outstanding Award is reduced. The Administrator will determine the terms and conditions of any Exchange Program in its sole discretion.

(t) "Fair Market Value" means, as of any date, the value of the Common Stock as the Administrator may determine in good faith, by reference to the closing price of such stock on any established stock exchange or on a national market system on the day of determination, if the Common Stock is so listed on any established stock exchange or on a national market system. If the Common Stock is not listed on any established stock exchange or on a national market system, the value of the Common Stock will be determined as the Administrator may determine in good faith using (i) a valuation methodology set forth in Treasury Regulation 1.409A-1(b)(5)(iv)(B) or (ii) with respect to valuations applicable to Awards that are not subject to Code Section 409A, such other valuation methods as the Administrator may select.

(u) "Fiscal Year" means the fiscal year of the Company.

(v) "Incentive Stock Option" means an Option that by its terms qualifies and is otherwise intended to qualify as an incentive stock option within the meaning of Section 422 of the Code and the regulations promulgated thereunder.

(w) "Nonstatutory Stock Option" means an Option that by its terms does not qualify or expressly provides that it is not intended to qualify as an Incentive Stock Option.

(x) "Officer" means a person who is an officer of the Company within the meaning of Section 16 of the Exchange Act and the rules and regulations promulgated thereunder.

(y) "Option" means a stock option granted pursuant to Section 6 hereof.

(z) "Parent" means a "parent corporation," whether now or hereafter existing, as defined in Section 424(e) of the Code.

(aa) "Participant" means the holder of an outstanding Award.

(bb) "Performance Goals" will have the meaning set forth in Section 11 hereof.

(cc) "Performance Period" means any Fiscal Year of the Company or such other period as determined by the Administrator in its sole discretion.

(dd) "Performance Share" means an Award denominated in Shares which may be earned in whole or in part upon attainment of Performance Goals or other vesting criteria as the Administrator may determine pursuant to Section 10 hereof.

(ee) "Performance Unit" means an Award which may be earned in whole or in part upon attainment of Performance Goals or other vesting criteria as the Administrator may determine and which may be settled for cash, Shares or other securities or a combination of the foregoing pursuant to Section 10 hereof.

(ff) "Period of Restriction" means the period during which transfers of Shares of Restricted Stock are subject to restrictions and, therefore, the Shares are subject to a substantial risk of forfeiture. Such restrictions may be based on the passage of time, the achievement of target levels of performance, or the occurrence of other events specified in the applicable Award, as interpreted and construed by the Administrator.

(gg) "Plan" means this 2014 Equity Incentive Plan.

(hh) "Restricted Stock" means Shares issued pursuant to an Award of Restricted Stock under Section 8 hereof, or issued pursuant to the early exercise of an Option.

(ii) "Restricted Stock Unit" means a bookkeeping entry representing an amount equal to the Fair Market Value of one Share, granted pursuant to Section 9 hereof. Each Restricted Stock Unit represents an unfunded and unsecured obligation of the Company.

(jj) "Rule 16b-3" means Rule 16b-3 of the Exchange Act or any successor to Rule 16b-3, as in effect when discretion is being exercised with respect to the Plan.

(kk) "Section 16(b)" means Section 16(b) of the Exchange Act.

(ll) "Service Provider" means an Employee, Director, or Consultant.

(mm) "Share" means a share of the Common Stock, as adjusted in accordance with Section 14 hereof.

(nn) "Stock Appreciation Right" means an Award, granted alone or in connection with an Option, that pursuant to Section 7 is designated as a Stock Appreciation Right.

(oo) "Subsidiary" means a "subsidiary corporation," whether now or hereafter existing, as defined in Section 424(f) of the Code.

3. Stock Subject to the Plan.

(a) Subject to the provisions of Section 14 hereof, the maximum aggregate number of Shares that may be awarded and sold under the Plan is Fourteen Million Four Hundred Ten (14,410,000) Shares. The Shares may be authorized, but unissued, or reacquired Common Stock.

(b) Lapsed Awards. If an Award expires or becomes unexercisable without having been exercised in full, or, with respect to Restricted Stock, Restricted Stock Units, Performance Shares or Performance Units, is forfeited to or repurchased by the Company, the unpurchased Shares (or for Awards other than Options and Stock Appreciation Rights, the forfeited or repurchased Shares) which were subject thereto will become available for future grant or sale under the Plan (unless the Plan has terminated). Upon exercise of a Stock Appreciation Right settled in Shares, the gross number of Shares covered by the portion of the Award so settled will cease to be available under the Plan. Shares that have actually been issued under the Plan under any Award will not be returned to the Plan and will not become available for future distribution under the Plan; provided, however, that if unvested Shares of Restricted Stock, Restricted Stock Units, Performance Shares or Performance Units are repurchased by the Company or are forfeited to the Company, such Shares will become available for future grant under the Plan. Shares subject to an Award that are transferred to or retained by the Company to pay the tax and/or exercise price of an Award will become available for future grant or sale under the Plan. To the extent an Award under the Plan is paid out in cash rather than Shares, such cash payment will not result in reducing the number of Shares available for issuance under the Plan and, for the elimination of doubt, the number of Shares of equal value to such cash payment shall become available for future grant or sale under the Plan. Notwithstanding the foregoing provisions of this Section 3(b), subject to adjustment provided in Section 14 hereof, the maximum number of Shares that may be issued upon the exercise of Incentive Stock Options will equal the aggregate Share number stated in Section 3(a) above, plus, to the extent allowable under Section 422 of the Code, any Shares that become available for issuance under the Plan under this Section 3(b).

(c) Share Reserve. The Company, during the term of this Plan, will at all times reserve and keep available such number of Shares as will be sufficient to satisfy the requirements of the Plan.

4. Administration of the Plan.

(a) Procedure.

(i) Multiple Administrative Bodies. Different Committees may be established with respect to different groups of Service Providers; in that event, the Committee established with respect to a group of Service Providers shall administer the Plan with respect to Awards granted to members of such group.

(ii) Section 162(m). To the extent that the Administrator determines it to be desirable to qualify Awards granted hereunder as "performance-based compensation" within the meaning of Section 162(m) of the Code, and if the Company is then a "publicly held corporation" as defined therein, the Plan will be administered by a Committee of two (2) or more "outside directors" within the meaning of Section 162(m) of the Code.

(iii) Rule 16b-3. To the extent desirable to qualify transactions hereunder as exempt under Rule 16b-3, the transactions contemplated hereunder will be structured to satisfy the requirements for exemption under Rule 16b-3.

(iv) Other Administration. Other than as provided above, the Plan will be administered by (A) the Board or (B) a Committee, which committee will be constituted to satisfy Applicable Laws.

(b) Powers of the Administrator. Subject to the provisions of the Plan, and in the case of a Committee, subject to the specific duties delegated by the Board to such Committee, the Administrator will have the authority, in its discretion:

(i) to determine Fair Market Value;

(ii) to select the Service Providers to whom Awards may be granted hereunder;

(iii) to determine the terms and condition, not inconsistent with the terms of the Plan, of any Award granted hereunder;

(iv) to institute an Exchange Program and to determine the terms and conditions, not inconsistent with the terms of the Plan, for (1) the surrender or cancellation of outstanding Awards in exchange for Awards of the same type, Awards of a different type, and/or cash, or (2) the reduction of the exercise price of outstanding Awards;

(v) to construe and interpret the terms of the Plan and Awards granted pursuant to the Plan;

(vi) to prescribe, amend and rescind rules and regulations relating to the Plan, including rules and regulations relating to sub-plans established for the purpose of satisfying applicable foreign laws;

(vii) to modify or amend each Award (subject to Section 19(c) hereof);

(viii) to authorize any person to execute on behalf of the Company any instrument required to reflect or implement the grant of an Award previously granted by the Administrator;

(ix) to allow a Participant to defer the receipt of the payment of cash or the delivery of Shares that would otherwise be due to such Participant under an Award pursuant to such procedures as the Administrator may determine consistent with the requirements for compliance with or exemption from the provisions of Code Section 409A; and

(x) to make all other determinations deemed necessary or advisable for administering the Plan.

(c) Effect of Administrator's Decision. The Administrator's decisions, determinations, and interpretations will be final and binding on all Participants and any other holders of Awards.

5. Eligibility.

(a) General Rule. Nonstatutory Stock Options, Restricted Stock, Restricted Stock Units, Stock Appreciation Rights, Performance Units, Performance Shares, and such other cash or stock awards as the Administrator determines may be granted to Service Providers. Incentive Stock Options may be granted only to Employees.

(b) Special Rule Regarding 2014 Merger. As soon as practicable after the later of the Effective Date or the effective time of that certain Agreement and Plan of Merger and Reorganization , dated as of January 15, 2014 to which the Company is a party, the Company shall take or cause to be taken appropriate actions (i) to collect the options (and the agreements evidencing such options) issued under the Berkeley Exotech, Inc. 2007 Equity Incentive Plan, as amended from time to time, and outstanding immediately prior to the effective time of such merger agreement, and (ii) provided such options are canceled (or deemed to be canceled) pursuant to the terms of such merger agreement and equity incentive plan, the Administrator shall issue or cause to be issued to the holder of each such canceled option, an Award on such terms as the Administrator terms necessary, consistent with the terms of the Plan, to comply with the provisions of Section 1.8 of such merger agreement.

6. Stock Options.

(a) Limitations.

(i) Each Option will be designated in the Award Agreement as either an Incentive Stock Option or a Nonstatutory Stock Option. However, notwithstanding such designation, to the extent that the aggregate Fair Market Value of the Shares with respect to which Incentive Stock Options are exercisable for the first time by the Participant during any calendar year (under all plans of the Company and any Parent or Subsidiary) exceeds $100,000 (U.S.), such Options will be treated as Nonstatutory Stock Options. For purposes of this Section 6(a), Incentive Stock Options will be taken into account in the order in which they were granted. The Fair Market Value of the Shares will be determined as of the time the Option with respect to such Shares is granted.

(ii) Subject to the limits set forth in Section 3, the Administrator will have complete discretion to determine the number of Shares subject to an Option granted to any Participant.

(b) Term of Option. The Administrator will determine the term of each Option in its sole discretion; provided, however, that the term will be no more than ten (10) years from the date of grant thereof in the case of Incentive Stock Options Moreover, in the case of an Incentive Stock Option granted to a Participant who, at the time the Incentive Stock Option is granted, owns stock representing more than 10% of the total combined voting power of all classes of stock of the Company or any Parent or Subsidiary, the term of the Incentive Stock Option will be five (5) years from the date of grant or such shorter term as may be provided in the Award Agreement.

(c) Option Exercise Price and Consideration.

(i) Exercise Price. The per share exercise price for the Shares to be issued pursuant to exercise of an Option will be determined by the Administrator, but will be no less than 100% of the Fair Market Value per Share on the date of grant. In addition, in the case of an Incentive Stock Option granted to an Employee who, at the time the Incentive Stock Option is granted, owns stock representing more than 10% of the voting power of all classes of stock of the Company or any Parent or Subsidiary, the per Share exercise price will be no less than 110% of the Fair Market Value per Share on the date of grant. Notwithstanding the foregoing provisions of this Section 6(c), Options may be granted with a per Share exercise price of less than 100% of the Fair Market Value per Share on the date of grant pursuant to the issuance or assumption of an Option in a transaction to which Section 424(a) of the Code applies in a manner consistent with said Section 424(a).

(ii) Waiting Period and Exercise Dates. At the time an Option is granted, the Administrator will fix the period within which the Option may be exercised and will determine any conditions that must be satisfied before the Option may be exercised.

(iii) Form of Consideration. The Administrator will determine the acceptable form(s) of consideration for exercising an Option, including the method of payment, to the extent permitted by Applicable Laws.

(d) Exercise of Option.

(i) Procedure for Exercise; Rights as a Stockholder. Any Option granted hereunder will be exercisable according to the terms of the Plan and at such times and under such conditions as determined by the Administrator and set forth in the Award Agreement. An Option may not be exercised for a fraction of a Share.

An Option will be deemed exercised when the Company receives: (i) notice of exercise (in such form as the Administrator specifies from time to time) from the person entitled to exercise the Option, and (ii) full payment for the Shares with respect to which the Option is exercised (together with any applicable withholding taxes). No adjustment will be made for a dividend or other right for which the record date is prior to the date the Shares are issued, except as provided in Section 14 hereof.

(ii) Termination of Relationship as a Service Provider. If a Participant ceases to be a Service Provider, other than upon the Participant's termination as the result of the Participant's death or Disability, the Participant may exercise his or her Option within such period of time as is specified in the Award Agreement to the extent that the Option is vested on the date of termination (but in no event later than the expiration of the term of such Option as set forth in the Award Agreement). In the absence of a specified time in the Award Agreement, the Option will remain exercisable for three (3) months following the Participant's termination. Unless otherwise provided by the Administrator, if on the date of termination the Participant is not vested as to his or her entire Option, the Shares covered by the unvested portion of the Option will revert to the Plan. If after termination the Participant does not exercise his or her Option within the time specified by Award Agreement or by operation of this Section 6(d)(3), the Option will terminate, and the Shares covered by such Option will revert to the Plan.

(iii) Disability of Participant. If a Participant ceases to be a Service Provider as a result of the Participant's Disability, the Participant may exercise his or her Option within such period of time as is specified in the Award Agreement to the extent the Option is vested on the date of cessation (but in no event later than the expiration of the term of such Option as set forth in the Award Agreement). In the absence of a specified time in the Award Agreement, the Option will remain exercisable for six (6) months following the date the Participant ceases to be a Service Provider. Unless otherwise provided by the Administrator, if on the date of cessation the Participant is not vested as to his or her entire Option, the Shares covered by the unvested portion of the Option will revert to the Plan. If after cessation the Participant does not exercise his or her Option within the time specified herein, the Option will terminate, and the Shares covered by such Option will revert to the Plan.

(iv) Death of Participant. If a Participant dies while a Service Provider, the Option may be exercised within such period of time as is specified in the Award Agreement to the extent that the Option is vested on the date of death (but in no event may the option be exercised later than the expiration of the term of such Option as set forth in the Award Agreement), by the Participant's beneficiary, provided such beneficiary has been designated prior to Participant's death in a form acceptable to the Administrator. If no such beneficiary has been designated by the Participant, then such Option may be exercised by the personal representative of the Participant's estate or by the person(s) to whom the Option is transferred pursuant to the Participant's will or in accordance with the laws of descent and distribution. In the absence of a specified time in the Award Agreement, the Option will remain exercisable for six (6) months following Participant's death. Unless otherwise provided by the Administrator, if at the time of death Participant is not vested as to his or her entire Option, the Shares covered by the unvested portion of the Option will continue to vest in accordance with the Award Agreement. If the Option is not so exercised within the time specified herein, the Option will terminate, and the Shares covered by such Option will revert to the Plan.

7. Stock Appreciation Rights.

(a) Grant of Stock Appreciation Rights. Subject to the terms and conditions of the Plan, a Stock Appreciation Right may be granted to Service Providers at any time and from time to time as will be determined by the Administrator, in its sole discretion.

(b) Number of Shares. The Administrator will have complete discretion to determine the number of Stock Appreciation Rights granted to any Participant.

(c) Exercise Price and Other Terms. The Administrator, subject to the provisions of the Plan, will have complete discretion to determine the terms and conditions of Stock Appreciation Rights granted under the Plan; provided, however, that the exercise price will be not less than 100% of the Fair Market Value of a Share on the date of grant.

(d) Stock Appreciation Rights Agreement. Each Stock Appreciation Right grant will be evidenced by an Award Agreement that will specify the exercise price, the number of Shares with respect to which the Award is granted, the term of the Stock Appreciation Right, the conditions of exercise, and such other terms and conditions as the Administrator, in its sole discretion, will determine.

(e) Expiration of Stock Appreciation Rights. A Stock Appreciation Right granted under the Plan will expire upon the date determined by the Administrator, in its sole discretion, and set forth in the Award Agreement; provided, however, that the term will be no more than ten (10) years from the date of grant thereof. Notwithstanding the foregoing, the rules of Section 6(d) above also will apply to Stock Appreciation Rights.

(f) Payment of Stock Appreciation Right Amount. Upon exercise of a Stock Appreciation Right, a Participant will be entitled to receive payment from the Company in an amount determined by multiplying:

(i) The difference between the Fair Market Value of a Share on the date of exercise over the "stock appreciation right exercise price," as defined under Treasury Regulation Section 1.409A-1(b)(i)(B)(2), i.e., the Fair Market Value of a Share on the date of grant of the Stock Appreciation Right; times

(ii) The number of Shares with respect to which the Stock Appreciation Right is exercised.

At the discretion of the Administrator, the payment upon Stock Appreciation Right exercise may be in cash, in Shares of equivalent value, or in some combination thereof.

8. Restricted Stock.

(a) Grant of Restricted Stock. Subject to the terms and provisions of the Plan, the Administrator, at any time and from time to time, may grant Shares of Restricted Stock to Service Providers in such amounts as the Administrator, in its sole discretion, will determine.

(b) Restricted Stock Agreement. Each Award of Restricted Stock will be evidenced by an Award Agreement that will specify the Period of Restriction, the number of Shares granted, and such other terms and conditions as the Administrator, in its sole discretion, will determine.

(c) Transferability. Except as provided in this Section 8, Shares of Restricted Stock may not be sold, transferred, pledged, assigned, or otherwise alienated or hypothecated until such Shares become non-forfeitable at the end of the applicable Period of Restriction.

(d) Other Restrictions. The Administrator, in its sole discretion, may impose such other restrictions on Shares of Restricted Stock as it may deem advisable or appropriate.

(e) Removal of Restrictions. Except as otherwise provided in this Section 8, Shares of Restricted Stock covered by each Restricted Stock grant made under the Plan will be released from escrow as soon as practicable after the last day of the Period of Restriction. The Administrator, in its discretion, may accelerate the time at which any restrictions will lapse or be removed.

(f) Voting Rights. During the Period of Restriction, Service Providers holding Shares of Restricted Stock granted hereunder may exercise full voting rights with respect to those Shares, unless the Administrator determines otherwise in a manner not prohibited by the Award Agreement.

(g) Dividends and Other Distributions. During the Period of Restriction, Service Providers holding Shares of Restricted Stock will be entitled to receive all dividends and other distributions paid with respect to such Shares unless otherwise provided in the Award Agreement. If any such dividends or distributions are paid in Shares, the Shares will be subject to the same restrictions on transferability and provisions for forfeiture as the Shares of Restricted Stock with respect to which they were paid.

(h) Return of Restricted Stock to Company. On the date set forth in the Award Agreement, the Restricted Stock for which restrictions have not lapsed will revert to the Company and again will become available for grant under the Plan.

(i) Section 162(m) Performance Restrictions. For purposes of qualifying grants of Restricted Stock as "performance-based compensation" under Section 162(m) of the Code, the Administrator, in its discretion, may condition the lapse of restrictions based upon the achievement of Performance Goals. The Performance Goals will be set by the Administrator on or before the Determination Date. In granting Restricted Stock which is intended to qualify under Section 162(m) of the Code, the Administrator will follow any procedures determined by it from time to time to be necessary or appropriate to ensure qualification of the Award under Section 162(m) of the Code (e.g., in determining the Performance Goals).

9. Restricted Stock Units.

(a) Grant. Restricted Stock Units may be granted at any time and from time to time as determined by the Administrator. Each Restricted Stock Unit grant will be evidenced by an Award Agreement that will specify such other terms and conditions as the Administrator, in its sole discretion, will determine in accordance with the terms and conditions of the Plan, including all terms, conditions, and restrictions related to the grant, the number of Restricted Stock Units and the form of payout, which, subject to Section 9(d) hereof, may be left to the discretion of the Administrator.

(b) Vesting Criteria and Other Terms. The Administrator will set vesting criteria in its discretion, which, depending on the extent to which the criteria are met, will determine the number of Restricted Stock Units that will be paid out to the Participant. After the grant of Restricted Stock Units, the Administrator, in its sole discretion, may reduce or waive any restrictions for such Restricted Stock Units. Each Award of Restricted Stock Units will be evidenced by an Award Agreement that will specify the vesting criteria, and such other terms and conditions as the Administrator, in its sole discretion will determine. The Administrator, in its discretion, may accelerate the time at which any restrictions will lapse or be removed, subject to the prohibition on acceleration of the timing of distribution of deferred compensation subject to Section 409A of the Code, to the extent applicable to the Award.

(c) Earning Restricted Stock Units. Upon meeting the applicable vesting criteria, the Participant will be entitled to receive a payout as specified in the Award Agreement.

(d) Form and Timing of Payment. Payment of earned Restricted Stock Units will be made as soon as practicable after the date(s) set forth in the Award Agreement, which shall satisfy the requirements of Section 409A of the Code, to the extent applicable to such Award. The Administrator, in its sole discretion, may pay earned Restricted Stock Units in cash, Shares, or a combination thereof. Shares represented by Restricted Stock Units that are fully paid in cash again will be available for grant under the Plan.

(e) Cancellation. On the date set forth in the Award Agreement, all unearned Restricted Stock Units will be forfeited to the Company.

(f) Section 162(m) Performance Restrictions. For purposes of qualifying grants of Restricted Stock Units as "performance-based compensation" under Section 162(m) of the Code, the Administrator, in its discretion, may set restrictions based upon the achievement of Performance Goals. The Performance Goals will be set by the Administrator on or before the Determination Date. In granting Restricted Stock Units which are intended to qualify under Section 162(m) of the Code, the Administrator will follow any procedures determined by it from time to time to be necessary or appropriate to ensure qualification of the Award under Section 162(m) of the Code (e.g., in determining the Performance Goals).

10. Performance Units and Performance Shares.

(a) Grant of Performance Units/Shares. Performance Units and Performance Shares may be granted to Service Providers at any time and from time to time, as will be determined by the Administrator, in its sole discretion. The Administrator will have complete discretion in determining the number of Performance Units/Shares granted to each Participant.

(b) Value of Performance Units/Shares. Each Performance Unit will have an initial value that is established by the Administrator on or before the date of grant. Each Performance Share will have an initial value equal to the Fair Market Value of a Share on the date of grant.

(c) Performance Objectives and Other Terms. The Administrator will set performance objectives or other vesting provisions. The Administrator may set vesting criteria based upon the achievement of Company-wide, business unit, or individual goals (including, but not limited to, continued employment), or any other basis determined by the Administrator in its discretion. Each Award of Performance Units/Shares will be evidenced by an Award Agreement that will specify the Performance Period, and such other terms and conditions as the Administrator, in its sole discretion, will determine.

(d) Earning of Performance Units/Shares. After the applicable Performance Period has ended, the holder of Performance Units/Shares will be entitled to receive a payout of the number of Performance Units/Shares earned by the Participant over the Performance Period, to be determined as a function of the extent to which the corresponding performance objectives or other vesting provisions have been achieved. After the grant of a Performance Unit/Share, the Administrator, in its sole discretion, may reduce or waive any performance objectives or other vesting provisions for such Performance Unit/Share.

(e) Form and Timing of Payment of Performance Units/Shares. Payment of earned Performance Units/Shares will be made as soon as practicable after the expiration of the applicable Performance Period or, if earlier, after the date on which a Participant's interest in such Performance Units/Shares is no longer subject to a substantial risk of forfeiture, provided however, that in no event shall such payment be made after the later to occur of (i) December 31 of the year in which such risk of forfeiture lapses or (ii) two and one-half months after such risk of forfeiture lapses. The Administrator, in its sole discretion, may pay earned Performance Units/Shares in the form of cash, in Shares (which have an aggregate Fair Market Value equal to the value of the earned Performance Units/Shares at the close of the applicable Performance Period) or in a combination thereof.

(f) Cancellation of Performance Units/Shares. On the date set forth in the Award Agreement, all unearned or unvested Performance Units/Shares will be forfeited to the Company, and again will be available for grant under the Plan.

(g) Section 162(m) Performance Restrictions. For purposes of qualifying grants of Performance Units/Shares as "performance-based compensation" under Section 162(m) of the Code, the Administrator, in its discretion, may set restrictions based upon the achievement of Performance Goals. The Performance Goals will be set by the Administrator on or before the Determination Date. In granting Performance Units/Shares which are intended to qualify under Section 162(m) of the Code, the Administrator will follow any procedures determined by it from time to time to be necessary or appropriate to ensure qualification of the Award under Section 162(m) of the Code (e.g., in determining the Performance Goals).

11. Performance-Based Compensation Under Code Section 162(m).

(a) General. If the Administrator, in its discretion, decides to grant an Award intended to qualify as "performance-based compensation" under Code Section 162(m), the provisions of this Section 11 will control over any contrary provision in the Plan; provided, however, that the Administrator may in its discretion grant Awards that are not intended to qualify as "performance-based compensation" under Section 162(m) of the Code to such Participants that are based on Performance Goals or other specific criteria or goals but that do not satisfy the requirements of this Section 11.

(b) Performance Goals. The granting and/or vesting of Awards of Restricted Stock, Restricted Stock Units, Performance Shares and Performance Units and other incentives under the Plan may be made subject to the attainment of performance goals relating to one or more business criteria within the meaning of Code Section 162(m) and may provide for a targeted level or levels of achievement ("Performance Goals") including (i) earnings per Share, (ii) operating cash flow, (iii) operating income, (iv) profit after-tax, (v) profit before-tax, (vi) return on assets, (vii) return on equity, (viii) return on sales, (ix) revenue, and (x) total shareholder return. Any Performance Goals may be used to measure the performance of the Company as a whole or a business unit of the Company and may be measured relative to a peer group or index. The Performance Goals may differ from Participant to Participant and from Award to Award. Prior to the Determination Date, the Administrator will determine whether any significant element(s) will be included in or excluded from the calculation of any Performance Goal with respect to any Participant.

(c) Procedures. To the extent necessary to comply with the performance-based compensation provisions of Code Section 162(m), with respect to any Award granted subject to Performance Goals, within the first twenty-five percent (25%) of the Performance Period, but in no event more than ninety (90) days following the commencement of any Performance Period (or such other time as may be required or permitted by Code Section 162(m)), the Administrator will, in writing, (i) designate one or more Participants to whom an Award will be made, (ii) select the Performance Goals applicable to the Performance Period, (iii) establish the amounts of such Awards, as applicable, which may be earned for such Performance Period, and (iv) specify the relationship between Performance Goals and the amounts of such Awards, as applicable, to be earned by each Participant for such Performance Period. Following the completion of each Performance Period but in no event later than December 31 of the year in which such Performance Period ends or, if later, the date that is two and one-half months after the end of such Performance Period, the Administrator will certify in writing whether the applicable Performance Goals have been achieved for such Performance Period and pay any amount to which a Participant is entitled under an Award with respect to such Performance Period. In determining the amounts earned by a Participant, the Administrator will have the right to reduce or eliminate (but not to increase) the amount payable at a given level of performance to take into account additional factors that the Administrator may deem relevant to the assessment of individual or corporate performance for the Performance Period. A Participant will be eligible to receive payment pursuant to an Award for a Performance Period only if the Performance Goals for such period are achieved.

(d) Additional Limitations. Notwithstanding any other provision of the Plan, any Award which is granted to a Participant and is intended to constitute qualified performance based compensation under Code Section 162(m) will be subject to any additional limitations set forth in the Code (including any amendment to Section 162(m)) or any regulations and ruling issued thereunder that are requirements for qualification as qualified performance-based compensation as described in Section 162(m) of the Code, and the Plan will be deemed amended to the extent necessary to conform to such requirements.

12. Leaves of Absence. Unless the Administrator provides otherwise, vesting of Awards granted hereunder will be suspended during any unpaid leave of absence. A Service Provider will not cease to be an Employee in the case of (i) any leave of absence approved by the Company, or (ii) transfers between locations of the Company or between the Company, its Parent, or any Subsidiary. For purposes of Incentive Stock Options, no such leave may exceed three (3) months, unless reemployment upon expiration of such leave is guaranteed by statute or contract. If reemployment upon expiration of a leave of absence approved by the Company is not so guaranteed, then six (6) months and one day following the commencement of such leave any Incentive Stock Option held by the Participant will cease to be treated as an Incentive Stock Option and will be treated for tax purposes as a Nonstatutory Stock Option.

13. Transferability of Awards. Unless determined otherwise by the Administrator, an Award may not be sold, pledged, assigned, hypothecated, transferred, or disposed of in any manner other than by will or by the laws of descent or distribution and may be exercised, during the lifetime of the Participant, only by the Participant. If the Administrator makes an Award transferable, such Award may only be transferred (i) by will, (ii) by the laws of descent and distribution, (iii) to a revocable trust, or (iv) as permitted by Rule 701 of the Securities Act of 1933, as amended.

14. Adjustments; Dissolution or Liquidation; Merger or Change in Control; 2014 Merger.

(a) Adjustments. In the event that any dividend or other distribution (whether in the form of cash, Shares, other securities, or other property), recapitalization, stock split, reverse stock split, reorganization, merger, consolidation, split-up, spin-off, combination, repurchase, or exchange of Shares or other securities of the Company, or other change in the corporate structure of the Company affecting the Shares occurs, the Administrator, in order to prevent diminution or enlargement of the benefits or potential benefits intended to be made available under the Plan, will adjust the number and class of Shares that may be delivered under the Plan and/or the number, class, and price of Shares covered by each outstanding Award, and the numerical Share limits set forth in Sections 3, 6, 7, 8, 9 and 10 hereof.

(b) Dissolution or Liquidation. In the event of the proposed dissolution or liquidation of the Company, the Administrator will notify each Participant as soon as practicable prior to the effective date of such proposed transaction. To the extent it has not been previously exercised, an Award will terminate immediately prior to the consummation of such proposed action.

(c) Change in Control. In the event of a merger or Change in Control, each outstanding Award will be treated as the Administrator determines, including, without limitation, that each Award will be assumed or an equivalent option or right substituted by the successor corporation or a Parent or Subsidiary of the successor corporation (the "Successor Corporation"). The Administrator will not be required to treat all Awards similarly in the transaction.

In the event that the Successor Corporation does not assume or substitute for the Award, the Participant will fully vest in and have the right to exercise all of his or her outstanding Options and Stock Appreciation Rights, including Shares as to which such Awards would not otherwise be vested or exercisable, all restrictions on Restricted Stock will lapse, and, with respect to Restricted Stock Units, Performance Shares and Performance Units, all Performance Goals or other vesting criteria will be deemed achieved at target levels and all other terms and conditions met. In addition, if an Option or Stock Appreciation Right is not assumed or substituted for in the event of a Change in Control, the Administrator will notify the Participant in writing or electronically that the Option or Stock Appreciation Right will be fully vested and exercisable for a period of time determined by the Administrator in its sole discretion, and the Option or Stock Appreciation Right will terminate upon the expiration of such period.

For the purposes of this subsection (c), an Award will be considered assumed if, following the Change in Control, the Award confers the right to purchase or receive, for each Share subject to the Award immediately prior to the Change in Control, the consideration (whether stock, cash, or other securities or property) or, in the case of a Stock Appreciation Right upon the exercise of which the Administrator determines to settle in cash or a Performance Share or Performance Unit which the Administrator can determine to settle in cash, the fair market value of the consideration received in the merger or Change in Control by holders of Common Stock for each Share held on the effective date of the transaction (and if holders were offered a choice of consideration, the type of consideration chosen by the holders of a majority of the outstanding Shares); provided, however, that if such consideration received in the Change in Control is not solely common stock of the Successor Corporation, the Administrator may, with the consent of the Successor Corporation, provide for the consideration to be received upon the exercise of an Option or Stock Appreciation Right or upon the payout of a Performance Share or Performance Unit, for each Share subject to such Award (or in the case of Performance Units, the number of implied shares determined by dividing the value of the Performance Units by the per share consideration received by holders of Common Stock in the Change in Control), to be solely common stock of the Successor Corporation equal in fair market value to the per share consideration received by holders of Common Stock in the Change in Control.

Notwithstanding anything in this Section 14(c) to the contrary, an Award that vests, is earned or paid-out upon the satisfaction of one or more Performance Goals will not be considered assumed if the Company or its successor modifies any of such Performance Goals without the Participant's consent; provided, however, a modification to such Performance Goals only to reflect the Successor Corporation's post-Change in Control corporate structure will not be deemed to invalidate an otherwise valid Award assumption.

15. Tax Withholding

(a) Withholding Requirements. Prior to the delivery of any Shares or cash pursuant to an Award (or exercise thereof), the Company will have the power and the right to deduct or withhold, or require a Participant to remit to the Company, an amount sufficient to satisfy federal, state, local, foreign or other taxes (including the Participant's FICA obligation) required to be withheld with respect to such Award (or exercise thereof).

(b) Withholding Arrangements. The Administrator, in its sole discretion and pursuant to such procedures as it may specify from time to time, may permit a Participant to satisfy such tax withholding obligation, in whole or in part by (without limitation) (i) paying cash, (ii) electing to have the Company withhold otherwise deliverable cash or Shares having a Fair Market Value equal to the minimum amount required to be withheld, (iii) delivering to the Company already-owned Shares having a Fair Market Value equal to the amount required to be withheld, or (iv) selling a sufficient number of Shares otherwise deliverable to the Participant through such means as the Administrator may determine in its sole discretion (whether through a broker or otherwise) equal to the amount required to be withheld. The amount of the withholding requirement will be deemed to include any amount which the Administrator agrees may be withheld at the time the election is made, not to exceed the amount determined by using the maximum federal, state or local marginal income tax rates applicable to the Participant with respect to the Award on the date that the amount of tax to be withheld is to be determined. The Fair Market Value of the Shares to be withheld or delivered will be determined as of the date that the taxes are required to be withheld.

16. No Effect on Employment or Service. Neither the Plan nor any Award will confer upon a Participant any right with respect to continuing the Participant's relationship as a Service Provider with the Company, nor will they interfere in any way with the Participant's right or the Company's right to terminate such relationship at any time, with or without cause, to the extent permitted by Applicable Laws.

17. Date of Grant. The date of grant of an Award will be, for all purposes, the date on which the Administrator makes the determination granting such Award, or such other later date as is determined by the Administrator. Notice of the determination will be provided to each Participant within a reasonable time after the date of such grant.

18. Term of Plan. Subject to Section 22 hereof, the Plan will become effective upon its adoption by the Board (the "Effective Date"). It will continue in effect for a term of ten (10) years unless terminated earlier under Section 19 hereof; provided, however, that such expiration shall not affect Awards then outstanding, and the terms and conditions of this Plan shall continue to apply to such Awards.

19. Amendment and Termination of the Plan.

(a) Amendment and Termination. The Administrator may at any time amend, alter, suspend or terminate the Plan.

(b) Stockholder Approval. The Company will obtain stockholder approval of the Plan and any Plan amendment to the extent necessary or desirable to comply with Applicable Laws.

(c) Effect of Amendment or Termination. No amendment, alteration, suspension, or termination of the Plan will impair the rights of any Participant, unless mutually agreed otherwise between the Participant and the Administrator, which agreement must be in writing and signed by the Participant and the Company. Termination of the Plan will not affect the Administrator's ability to exercise the powers granted to it hereunder with respect to Awards granted under the Plan prior to the date of such termination.

20. Conditions Upon Issuance of Shares.

(a) Legal Compliance. Shares will not be issued pursuant to the exercise of an Award unless the exercise of such Award and the issuance and delivery of such Shares will comply with Applicable Laws and will be further subject to the approval of counsel for the Company with respect to such compliance.

(b) Investment Representations. As a condition to the exercise of an Award, the Company may require the person exercising such Award to represent and warrant at the time of any such exercise that the Shares are being purchased only for investment and without any present intention to sell or distribute such Shares if, in the opinion of counsel for the Company, such a representation is required.

(c) Restrictive Legends. All Award Agreements and all securities of the Company issued pursuant thereto shall bear such legends regarding restrictions on transfer and such other legends as the appropriate officer of the Company shall determine to be necessary or advisable to comply with applicable securities and other laws.

21. Inability to Obtain Authority. The inability of the Company to obtain authority from any regulatory body having jurisdiction, which authority is deemed by the Company's counsel to be necessary to the lawful issuance and sale of any Shares hereunder, will relieve the Company of any liability in respect of the failure to issue or sell such Shares as to which such requisite authority will not have been obtained.

22. Stockholder Approval. The Plan will be subject to approval by the stockholders of the Company within twelve (12) months after the date the Plan is adopted by the Board. Such stockholder approval will be obtained in the manner and to the degree required under Applicable Laws, including without limitation Section 422 of the Code. In the event that stockholder approval is not obtained within twelve (12) months after the date the Plan is adopted by the Board, all Incentive Stock Options granted hereunder shall be void *ab initio* and of no effect. Notwithstanding any other provisions of the Plan, no Awards shall be exercisable until the date of such stockholder approval.

23. Notification of Election Under Section 83(b) of the Code. If any Service Provider shall, in connection with the acquisition of Shares under the Plan, make the election permitted under Section 83(b) of the Code, such Service Provider shall notify the Company of such election within ten (10) days of filing notice of the election with the Internal Revenue Service and provide the Company with a copy thereof, in addition to any filing and a notification required pursuant to regulations issued under the authority of Section 83(b) of the Code. A Service Provider shall not be permitted to make a Section 83(b) election with respect to an Award of a Restricted Stock Unit.

24. Notification Upon Disqualifying Disposition Under Section 421(b) of the Code. Each Service Provider shall notify the Company of any disposition of Shares issued pursuant to the exercise of an Incentive Stock Option under the circumstances described in Section 421(b) of the Code (relating to certain disqualifying dispositions), within ten (10) days of such disposition.

25. 409A Timing Rule for Specified Employees. If at the time of a Service Provider's separation from service, such individual is considered a "specified employee" within the meaning of Section 409A(a)(2)(B)(i) of the Code, and if any payment that such Service Provider becomes entitled to under the Plan or any Award is deemed payable on account of such individual's separation from service, then no such payment shall be made prior to the date that is the earlier of (i) six months and one day after the individual's separation from service, or (ii) the individual's death.

26. Governing Law. The law of the State of Delaware shall govern all questions concerning the construction, validity and interpretation of this Plan, without regard to such state's conflict of laws rules, subject to the Company's intention that the Plan satisfy the requirements of jurisdictions outside of the United States of America with respect to Awards subject to such jurisdictions.

Exhibit 10.13

STOCK OPTION AGREEMENT

EKSO BIONICS HOLDINGS, INC.

THIS STOCK OPTION AGREEMENT (this "Agreement") is entered into as of the ___ day of _____, 20___ (the "Date of Grant")

BETWEEN:

EKSO BIONICS HOLDINGS, INC., a company incorporated pursuant to the laws of the State of Nevada (the "Company"),

AND:

[_____], of _____ (the "Optionee").

WHEREAS:

A. The Board of Directors of the Company (the "Board") has approved and adopted the Ekso Bionics Holdings, Inc. 2014 Equity Incentive Plan (the "2014 Plan"), pursuant to which the Board is authorized to grant to employees and other selected service providers and persons, including members of the Board, stock options to purchase common shares of the Company (the "Common Stock");

B. The 2014 Plan provides for the granting of stock options that either (i) are intended to qualify as "Incentive Stock Options" within the meaning of Section 422 of the Internal Revenue Code of 1986, as amended (the "Code"), or (ii) do not satisfy the requirements for qualification under Section 422 of the Code ("Nonstatutory Stock Options"); and

C. The Board has authorized the grant to Optionee of options to purchase a total of **[_____] ([____])** shares of Common Stock (the "Options"), which Options are intended to be (select one):

£ Incentive Stock Options;
S Nonstatutory Stock Options

NOW THEREFORE, the Company agrees to offer to the Optionee the option to purchase, upon the terms and conditions set forth herein and in the Plan, [_____] ([____]) shares of Common Stock. Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the 2014 Plan.

1. Exercise Price. The exercise price of the options shall be **US$**[_____] per share.

2. Limitation on the Number of Shares. If the Options granted hereby are Incentive Stock Options, the number of shares which may be acquired upon exercise thereof is subject to the limitations set forth in Section 6(a) of the 2014 Plan.

3. Vesting Schedule. The Options shall vest in accordance with Exhibit A attached hereto.

4. Options not Transferable. Subject to Section 13 of the 2014 Plan, the Options may not be sold, pledged, assigned, hypothecated, transferred, or disposed of in any manner (whether by operation of law or otherwise) other than by will or by the laws of descent or distribution or, in the case of a Nonstatutory Stock Option, pursuant to a qualified domestic relations order, and shall not be subject to execution, attachment or similar process; *provided, however*, that if the Options represent a Nonstatutory Stock Option, such Option is transferable without payment of consideration to immediate family members of the Optionee or to trusts or partnerships established exclusively for the benefit of the Optionee and Optionee's immediate family members. Upon any attempt to transfer, pledge, hypothecate or otherwise dispose of any Option or of any right or privilege conferred by the 2014 Plan contrary to the provisions thereof, or upon the sale, levy or attachment or similar process upon the rights and privileges conferred by the 2014 Plan, such Option shall thereupon terminate and become null and void.

5. Investment Intent. By accepting the Options, the Optionee represents and agrees that none of the shares of Common Stock purchased upon exercise of the Options will be distributed in violation of applicable federal and state laws and regulations. In addition, the Company may require, as a condition of exercising the Options, that the Optionee execute an undertaking, in such a form as the Company shall reasonably specify, that the Stock is being purchased only for investment and without any then-present intention to sell or distribute such shares.

6. Termination of Employment and Options. Vested Options shall terminate, to the extent not previously exercised, upon the occurrence of the first of the following events:

(a) Expiration. [_____] ([____]) years from the Date of Grant.

(b) Termination for Cause. The date of the first discovery by the Company of any reason for the termination of an Optionee's employment or contractual relationship with the Company or any related company for cause (as determined in the sole discretion of the Administrator (as defined in the 2014 Plan)), and, if an Optionee's employment is suspended pending any investigation by the Company as to whether the Optionee's employment should be terminated for cause, the Optionee's rights under this Agreement and the 2014 Plan shall likewise be suspended during the period of any such investigation.

(c) Termination Due to Death or Disability. Subject to Section 6(d)(iii) of the 2014 Plan, the expiration of six (6) months from the date of the death of the Optionee or cessation of an Optionee's employment or contractual relationship by reason of Disability (within the meaning of Section 22(e) of the Code) (but in no event later than the expiration of the term of such Option as set forth in this Agreement). Subject to Section 6(d)(iv) of the 2014 Plan, if an Optionee's employment or contractual relationship is terminated by death, any Option held by the Optionee shall be exercisable only by the person or persons to whom such Optionee's rights under such Option shall pass by the Optionee's will or by the laws of descent and distribution.

(d) Termination For Any Other Reason. If the Optionee's employment or contractual relationship terminates for reasons other than those described in the preceding Sections 6(b) or 6(c), then the Option shall terminate, to the extent not previously exercised, in accordance with Section 6(a).

Each unvested Option granted pursuant hereto shall terminate immediately upon termination of the Optionee's employment or contractual relationship with the Company for any reason whatsoever, including Disability unless vesting is accelerated in accordance with the 2014 Plan.

7. Stock. In the case of any stock split, stock dividend or like change in the nature of shares of Stock covered by this Agreement, the number of shares and exercise price shall be proportionately adjusted as set forth in Section 14(a) of the 2014 Plan.

8. Exercise of Option. Options shall be exercisable, in full or in part, at any time after vesting, until termination; *provided, however,* that any Optionee who is subject to the reporting and liability provisions of Section 16 of the Securities Exchange Act of 1934, as amended, with respect to the Common Stock shall be precluded from selling or transferring any Common Stock or other security underlying an Option during the six (6) months immediately following the grant of that Option. If less than all of the shares included in the vested portion of any Option are purchased, the remainder may be purchased at any subsequent time prior to the expiration of the Option term. Only whole shares may be issued pursuant to an Option, and to the extent that an Option covers less than one (1) share, it is unexercisable.

Each exercise of the Option shall be by means of delivery of a notice of election to exercise (which may be in the form attached hereto as Exhibit B) to the Chief Financial Officer of the Company at its principal executive office, specifying the number of shares of Common Stock to be purchased and accompanied by payment in cash by certified check or cashier's check in the amount of the full exercise price for the Common Stock to be purchased. In addition to payment in cash by certified check or cashier's check, an Optionee or transferee of an Option may pay for all or any portion of the aggregate exercise price by complying with one or more of the following alternatives:

(a) by delivering to the Company shares of Common Stock previously held by such person, duly endorsed for transfer to the Company, or by the Company withholding shares of Common Stock otherwise deliverable pursuant to exercise of the Option, which shares of Common Stock received or withheld shall have a fair market value at the date of exercise (as determined by the Administrator) equal to the aggregate purchase price to be paid by the Optionee upon such exercise; or

(b) by complying with any other payment mechanism approved by the Administrator at the time of exercise.

It is a condition precedent to the issuance of shares of Common Stock that the Optionee execute and/or deliver to the Company all documents and withholding taxes required in accordance with Section 15 of the 2014 Plan.

9. Holding period for Incentive Stock Options. In order to obtain the tax treatment provided for Incentive Stock Options by Section 422 of the Code, the shares of Common Stock received upon exercising any Incentive Stock Options received pursuant to this Agreement must be sold, if at all, after a date which is later of two (2) years from the date of this Agreement is entered into or one (1) year from the date upon which the Options are exercised. The Optionee agrees to report sales of shares prior to the above determined date to the Company within one (1) business day after such sale is concluded. The Optionee also agrees to pay to the Company, within five (5) business days after such sale is concluded, the amount necessary for the Company to satisfy its withholding requirement required by the Code. Nothing in this Section 9 is intended as a representation that Common Stock may be sold without registration under state and federal securities laws or an exemption therefrom or that such registration or exemption will be available at any specified time.

10. Resale restrictions may apply. Any resale of the shares of Common Stock received upon exercising any Options will be subject to resale restrictions contained in the securities legislation applicable to the Optionee. The Optionee acknowledges and agrees that the Optionee is solely responsible (and the Company is not in any way responsible) for compliance with applicable resale restrictions.

11. Subject to 2014 Plan. The terms of the Options are subject to the provisions of the 2014 Plan, as the same may from time to time be amended, and any inconsistencies between this Agreement and the 2014 Plan, as the same may be from time to time amended, shall be governed by the provisions of the 2014 Plan, a copy of which has been delivered to the Optionee, and which is available for inspection at the principal offices of the Company.

12. Professional Advice. The acceptance of the Options and the sale of Common Stock issued pursuant to the exercise of Options may have consequences under federal and state tax and securities laws which may vary depending upon the individual circumstances of the Optionee. Accordingly, the Optionee acknowledges that he or she has been advised to consult his or her personal legal and tax advisor in connection with this Agreement and his or her dealings with respect to Options. Without limiting other matters to be considered with the assistance of the Optionee's professional advisors, the Optionee should consider: (a) whether upon the exercise of Options, the Optionee will file an election with the Internal Revenue Service pursuant to Section 83(b) of the Code and the implications of alternative minimum tax pursuant to the Code; (b) the merits and risks of an investment in the underlying shares of Common Stock; and (c) any resale restrictions that might apply under applicable securities laws.

13. No Employment Commitment. The grant of the Options shall in no way constitute any form of agreement or understanding binding on the Company or any Related Company, express or implied, that the Company or any Related Company will employ or contract with the Optionee, for any length of time, nor shall it interfere in any way with the Company's or, where applicable, a Related Company's right to terminate Optionee's employment at any time, which right is hereby reserved.

14. Entire Agreement. This Agreement is the only agreement between the Optionee and the Company with respect to the Options, and this Agreement and the 2014 Plan supersede all prior and contemporaneous oral and written statements and representations and contain the entire agreement between the parties with respect to the Options.

15. Notices. Any notice required or permitted to be made or given hereunder shall be mailed or delivered personally to the addresses set forth below, or as changed from time to time by written notice to the other:

The Company:	Ekso Bionics Holdings, Inc. 1414 Harbour Way South, Suite 1201 Richmond, California 94804 Attention: Chief Financial Officer
With a copy to:	Gottbetter & Partners, LLP 488 Madison Avenue, 12th Floor New York, NY 10022 Attention: Adam S. Gottbetter, Esq.
The Optionee:	[name] [address]

EKSO BIONICS HOLDINGS, INC.

Per: _____
Authorized Signatory

_____
(Name of Optionee – Please type or print)

_____
(Signature and, if applicable, Office)

EXHIBIT A

TERMS OF THE OPTION

Name of the Optionee:		[_____]
Date of Grant:		[_____]
Designation:		Nonstatutory Stock Options
1.	Number of Options granted:	[_____] shares
2.	Purchase Price:	$[___] per share
3.	Vesting Dates:	[_____]
4.	Expiration Date:	[_____]

EXHIBIT B

To: Ekso Bionics Holdings, Inc.
1414 Harbour Way South, Suite 1201
Richmond, California 94804
Attention: Chief Financial Officer

Notice of Election to Exercise

This Notice of Election to Exercise shall constitute proper notice under the Ekso Bionics Holdings, Inc.'s (the "Company") 2014 Equity Incentive Plan (the "2014 Plan") pursuant to Section 8 of that certain Stock Option Agreement (the "Agreement") dated as of the [___] day of [_____], 20__, between the Company and the undersigned.

The undersigned hereby elects to exercise Optionee's option to purchase _____ shares of the common stock of the Company at a price of US$[__] per share, for aggregate consideration of US$_____, on the terms and conditions set forth in the Agreement and the 2014 Plan. Such aggregate consideration, in the form specified in Section 8 of the Agreement, accompanies this notice.

The Optionee hereby directs the Company to issue, register and deliver the certificates representing the shares as follows:

Optionee Information:	Delivery Instructions:
Name to appear on certificates	Name
Address	Address
	Telephone Number

DATED at _____, the _____ day of _____, 20___.

_____
(Name of Optionee – Please type or print)

_____
(Signature and, if applicable, Office)

_____
(Address of Optionee)

_____
(City, State, and Zip Code of Optionee)

Exhibit 10.14

STOCK OPTION AGREEMENT

EKSO BIONICS HOLDINGS, INC.

THIS STOCK OPTION AGREEMENT (this "Agreement") is entered into as of the ___ day of _____, 20___ (the "Date of Grant")

BETWEEN:

EKSO BIONICS HOLDINGS, INC., a company incorporated pursuant to the laws of the State of Nevada (the "Company"),

AND:

[_____], of _____ (the "Optionee").

WHEREAS:

A. The Board of Directors of the Company (the "Board") has approved and adopted the Ekso Bionics Holdings, Inc. 2014 Equity Incentive Plan (the "2014 Plan"), pursuant to which the Board is authorized to grant to employees and other selected service providers and persons, including members of the Board, stock options to purchase common shares of the Company (the "Common Stock");

B. The 2014 Plan provides for the granting of stock options that either (i) are intended to qualify as "Incentive Stock Options" within the meaning of Section 422 of the Internal Revenue Code of 1986, as amended (the "Code"), or (ii) do not satisfy the requirements for qualification under Section 422 of the Code ("Nonstatutory Stock Options"); and

C. The Board has authorized the grant to Optionee of options to purchase a total of **[_____] ([____])** shares of Common Stock (the "Options"), which Options are intended to be (select one):

☐ Incentive Stock Options;
☒ Nonstatutory Stock Options

NOW THEREFORE, the Company agrees to offer to the Optionee the option to purchase, upon the terms and conditions set forth herein and in the Plan, [_____] ([____]) shares of Common Stock. Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the 2014 Plan.

1. Exercise Price. The exercise price of the options shall be **US$**[_____] per share.

2. Limitation on the Number of Shares. If the Options granted hereby are Incentive Stock Options, the number of shares which may be acquired upon exercise thereof is subject to the limitations set forth in Section 6(a) of the 2014 Plan.

3. Vesting Schedule. The Options shall vest in accordance with Exhibit A attached hereto, provided however that, in the event that an Optionee is party to a written employment agreement with the Company pursuant to which service-based vesting requirements applicable to Options are excused, in whole or in part, upon the occurrence of a Change in Control (a "Change in Control Vesting Accelerator"), then Exhibit A shall be deemed to incorporate by reference such provisions.

4. Options not Transferable. Subject to Section 13 of the 2014 Plan, the Options may not be sold, pledged, assigned, hypothecated, transferred, or disposed of in any manner (whether by operation of law or otherwise) other than by will or by the laws of descent or distribution or, in the case of a Nonstatutory Stock Option, pursuant to a qualified domestic relations order, and shall not be subject to execution, attachment or similar process; *provided, however*, that if the Options represent a Nonstatutory Stock Option, such Option is transferable without payment of consideration to immediate family members of the Optionee or to trusts or partnerships established exclusively for the benefit of the Optionee and Optionee's immediate family members. Upon any attempt to transfer, pledge, hypothecate or otherwise dispose of any Option or of any right or privilege conferred by the 2014 Plan contrary to the provisions thereof, or upon the sale, levy or attachment or similar process upon the rights and privileges conferred by the 2014 Plan, such Option shall thereupon terminate and become null and void.

5. Investment Intent. By accepting the Options, the Optionee represents and agrees that none of the shares of Common Stock purchased upon exercise of the Options will be distributed in violation of applicable federal and state laws and regulations. In addition, the Company may require, as a condition of exercising the Options, that the Optionee execute an undertaking, in such a form as the Company shall reasonably specify, that the Stock is being purchased only for investment and without any then-present intention to sell or distribute such shares.

6. Termination of Employment and Options. Vested Options shall terminate, to the extent not previously exercised, upon the occurrence of the first of the following events:

(a) Expiration. [_____] ([____]) years from the Date of Grant.

(b) Termination for Cause. The date of the first discovery by the Company of any reason for the termination of an Optionee's employment or contractual relationship with the Company or any related company for cause (as determined in the sole discretion of the Administrator (as defined in the 2014 Plan)), and, if an Optionee's employment is suspended pending any investigation by the Company as to whether the Optionee's employment should be terminated for cause, the Optionee's rights under this Agreement and the 2014 Plan shall likewise be suspended during the period of any such investigation.

(c) Termination Due to Death or Disability. Subject to Section 6(d)(iii) of the 2014 Plan, the expiration of six (6) months from the date of the death of the Optionee or cessation of an Optionee's employment or contractual relationship by reason of Disability (within the meaning of Section 22(e) of the Code) (but in no event later than the expiration of the term of such Option as set forth in this Agreement). Subject to Section 6(d)(iv) of the 2014 Plan, if an Optionee's employment or contractual relationship is terminated by death, any Option held by the Optionee shall be exercisable only by the person or persons to whom such Optionee's rights under such Option shall pass by the Optionee's will or by the laws of descent and distribution.

(d) Termination On or After a Change in Control. If the Optionee's employment or contractual relationship terminates for reasons other than those described in the preceding Sections 6(b) or 6(c) on or after the occurrence of a Change of Control due to an involuntary termination within the meaning of Treasury Regulation Section 1.409A-1(n) (including, without limitation, termination by the Optionee for "good reason" within the meaing of Section 1.409a-1(n)(2)), then the Option shall terminate, to the extent not previously exercised, in accordance with Section 6(a).

(e) Termination for Any Other Reason. Subject to Section 6(d) of the 2014 Plan, the expiration of three (3) months from the date of an Optionee's termination of employment or contractual relationship with the Company or any affiliated company or subsidiary of the Company (a "Related Corporation") for any reason whatsoever other than termination of service for cause, death, Disability, or on or after a Change in Control.

Each unvested Option granted pursuant hereto shall terminate immediately upon termination of the Optionee's employment or contractual relationship with the Company for any reason whatsoever, including Disability unless vesting is accelerated in accordance with the 2014 Plan.

7. Stock. In the case of any stock split, stock dividend or like change in the nature of shares of Stock covered by this Agreement, the number of shares and exercise price shall be proportionately adjusted as set forth in Section 14(a) of the 2014 Plan.

8. Exercise of Option. Options shall be exercisable, in full or in part, at any time after vesting, until termination; *provided, however,* that any Optionee who is subject to the reporting and liability provisions of Section 16 of the Securities Exchange Act of 1934, as amended, with respect to the Common Stock shall be precluded from selling or transferring any Common Stock or other security underlying an Option during the six (6) months immediately following the grant of that Option. If less than all of the shares included in the vested portion of any Option are purchased, the remainder may be purchased at any subsequent time prior to the expiration of the Option term. Only whole shares may be issued pursuant to an Option, and to the extent that an Option covers less than one (1) share, it is unexercisable.

Each exercise of the Option shall be by means of delivery of a notice of election to exercise (which may be in the form attached hereto as Exhibit B) to the Chief Financial Officer of the Company at its principal executive office, specifying the number of shares of Common Stock to be purchased and accompanied by payment in cash by certified check or cashier's check in the amount of the full exercise price for the Common Stock to be purchased. In addition to payment in cash by certified check or cashier's check, an Optionee or transferee of an Option may pay for all or any portion of the aggregate exercise price by complying with one or more of the following alternatives:

(a) by delivering to the Company shares of Common Stock previously held by such person, duly endorsed for transfer to the Company, or by the Company withholding shares of Common Stock otherwise deliverable pursuant to exercise of the Option, which shares of Common Stock received or withheld shall have a fair market value at the date of exercise (as determined by the Administrator) equal to the aggregate purchase price to be paid by the Optionee upon such exercise; or

(b) by complying with any other payment mechanism approved by the Administrator at the time of exercise.

It is a condition precedent to the issuance of shares of Common Stock that the Optionee execute and/or deliver to the Company all documents and withholding taxes required in accordance with Section 15 of the 2014 Plan.

9. Holding period for Incentive Stock Options. In order to obtain the tax treatment provided for Incentive Stock Options by Section 422 of the Code, the shares of Common Stock received upon exercising any Incentive Stock Options received pursuant to this Agreement must be sold, if at all, after a date which is later of two (2) years from the date of this Agreement is entered into or one (1) year from the date upon which the Options are exercised. The Optionee agrees to report sales of shares prior to the above determined date to the Company within one (1) business day after such sale is concluded. The Optionee also agrees to pay to the Company, within five (5) business days after such sale is concluded, the amount necessary for the Company to satisfy its withholding requirement required by the Code. Nothing in this Section 9 is intended as a representation that Common Stock may be sold without registration under state and federal securities laws or an exemption therefrom or that such registration or exemption will be available at any specified time.

10. Resale restrictions may apply. Any resale of the shares of Common Stock received upon exercising any Options will be subject to resale restrictions contained in the securities legislation applicable to the Optionee. The Optionee acknowledges and agrees that the Optionee is solely responsible (and the Company is not in any way responsible) for compliance with applicable resale restrictions.

11. Subject to 2014 Plan. The terms of the Options are subject to the provisions of the 2014 Plan, as the same may from time to time be amended, and any inconsistencies between this Agreement and the 2014 Plan, as the same may be from time to time amended, shall be governed by the provisions of the 2014 Plan, a copy of which has been delivered to the Optionee, and which is available for inspection at the principal offices of the Company.

12. Professional Advice. The acceptance of the Options and the sale of Common Stock issued pursuant to the exercise of Options may have consequences under federal and state tax and securities laws which may vary depending upon the individual circumstances of the Optionee. Accordingly, the Optionee acknowledges that he or she has been advised to consult his or her personal legal and tax advisor in connection with this Agreement and his or her dealings with respect to Options. Without limiting other matters to be considered with the assistance of the Optionee's professional advisors, the Optionee should consider: (a) whether upon the exercise of Options, the Optionee will file an election with the Internal Revenue Service pursuant to Section 83(b) of the Code and the implications of alternative minimum tax pursuant to the Code; (b) the merits and risks of an investment in the underlying shares of Common Stock; and (c) any resale restrictions that might apply under applicable securities laws.

13. No Employment Commitment. The grant of the Options shall in no way constitute any form of agreement or understanding binding on the Company or any Related Company, express or implied, that the Company or any Related Company will employ or contract with the Optionee, for any length of time, nor shall it interfere in any way with the Company's or, where applicable, a Related Company's right to terminate Optionee's employment at any time, which right is hereby reserved.

14. Entire Agreement. This Agreement is the only agreement between the Optionee and the Company with respect to the Options, and this Agreement and the 2014 Plan supersede all prior and contemporaneous oral and written statements and representations and contain the entire agreement between the parties with respect to the Options.

15. Notices. Any notice required or permitted to be made or given hereunder shall be mailed or delivered personally to the addresses set forth below, or as changed from time to time by written notice to the other:

The Company:	Ekso Bionics Holdings, Inc. 1414 Harbour Way South, Suite 1201 Richmond, California 94804 Attention: Chief Financial Officer
With a copy to:	Gottbetter & Partners, LLP 488 Madison Avenue, 12th Floor New York, NY 10022 Attention: Adam S. Gottbetter, Esq.
The Optionee:	[name] [address]

EKSO BIONICS HOLDINGS, INC.

Per: _____

Authorized Signatory

_____

(Name of Optionee – Please type or print)

_____

(Signature and, if applicable, Office)

EXHIBIT A

TERMS OF THE OPTION

Name of the Optionee:		[_____]
Date of Grant:		[_____]
Designation:		Nonstatutory Stock Options
1.	Number of Options granted:	[_____] shares
2.	Purchase Price:	$[___] per share
3.	Vesting Dates:	[_____]
4.	Expiration Date:	[_____]

EXHIBIT B

To: Ekso Bionics Holdings, Inc.
1414 Harbour Way South, Suite 1201
Richmond, California 94804
Attention: Chief Financial Officer

Notice of Election to Exercise

This Notice of Election to Exercise shall constitute proper notice under the Ekso Bionics Holdings, Inc.'s (the "Company") 2014 Equity Incentive Plan (the "2014 Plan") pursuant to Section 8 of that certain Stock Option Agreement (the "Agreement") dated as of the [___] day of [_____], 20__, between the Company and the undersigned.

The undersigned hereby elects to exercise Optionee's option to purchase _____ shares of the common stock of the Company at a price of US$[__] per share, for aggregate consideration of US$_____, on the terms and conditions set forth in the Agreement and the 2014 Plan. Such aggregate consideration, in the form specified in Section 8 of the Agreement, accompanies this notice.

The Optionee hereby directs the Company to issue, register and deliver the certificates representing the shares as follows:

Optionee Information:	Delivery Instructions:
Name to appear on certificates	Name
Address	Address
	Telephone Number

DATED at _____, the _____ day of _____, 20___.

_____
(Name of Optionee – Please type or print)

_____
(Signature and, if applicable, Office)

_____
(Address of Optionee)

_____
(City, State, and Zip Code of Optionee)

Exhibit 10.15

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (the "Agreement"), made as of this 15th day of January, 2014, is entered into by Ekso Bionics Holdings, Inc., a Nevada corporation (the "Company"), and Nathan Harding residing at 5459 Boyd Avenue, Oakland, CA 94618 the "Executive").

WHEREAS, in connection with and as a condition to the consummation of the transactions contemplated by that certain Agreement and Plan of Merger and Reorganization by and among the Company, Ekso Acquisition Corp., a wholly-owned subsidiary of the Company, and Ekso Bionics, Inc., a Delaware corporation, the Company and the Executive have agreed to enter into an employment agreement on the terms and conditions set forth herein and are willing to execute this Agreement and to be bound by the provisions hereof.

NOW, THEREFORE, the Company desires to employ the Executive, and the Executive desires to be employed by the Company. In consideration of the mutual covenants and promises contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Employment Period**. The term of the Executive's employment by the Company (directly or through its subsidiary Ekso Bionics, Inc.) pursuant to this Agreement shall commence on January 15, 2014 (the "Effective Date") and continue until January 15, 2016 (such period, as it may be extended, the "Employment Period"), unless sooner terminated in accordance with the provisions of Section 4. After the initial two-year term, this Agreement shall be automatically renewed for successive one year periods unless terminated by a party on at least thirty (30) days written notice prior to the end of the then-current term.

2. **Title; Capacity**.

2.1 The Executive shall serve as Chief Executive Officer of the Company and, in addition, shall serve as member of the Board of Directors of the Company (the "Board"). The Executive shall be subject to the supervision of, and shall have such authority as is delegated to the Executive by, the Board. The Executive hereby accepts such employment and agrees to undertake the duties and responsibilities inherent in such position and such other duties and responsibilities as the Board shall from time to time reasonably assign to the Executive.

2.2 The Executive shall be based at the Company's headquarters in Richmond, California, any other location within twenty-five miles of the Company's headquarters as of the Effective Date, or such other place or places as the Board and Executive shall mutually agree. The parties acknowledge that the Executive may be required to travel in connection with the performance of his duties hereunder.

2.3 The Executive recognizes that during the period of the Executive's employment hereunder, Executive owes an undivided duty of loyalty to the Company, and the Executive will use the Executive's good faith efforts to promote and develop the business of the Company and its subsidiaries (the Company's subsidiaries from time to time, together with any other affiliates of the Company, the "Affiliates"). The Executive shall devote all of the Executive's business time, attention and skills to the performance of Executive's services as an executive of the Company. Recognizing and acknowledging that it is essential for the protection and enhancement of the name and business of the Company and the goodwill pertaining thereto, Executive shall perform the Executive's duties under this Agreement professionally, in accordance with the applicable laws, rules and regulations and such standards, policies and procedures established by the Company and the industry from time to time.

2.4 Notwithstanding the foregoing, the Executive (i) may devote a reasonable amount of his time to civic, community, or charitable activities, (ii) may devote a reasonable amount of time to investing the Executive's personal assets in such a manner as will not require significant services to be rendered by the Executive in the operation of the affairs of the companies in which investments are made, and (iii) may serve as a member of the Board of Directors or equivalent body of such companies and other organizations as are disclosed by the Executive to, and approved by, the Board, in each case so long as the Executive's responsibilities with respect thereto do not conflict or interfere with the faithful performance of his duties to the Company.

3. **Compensation and Benefits**.

3.1 Salary. The Company shall pay the Executive, in periodic installments in accordance with the Company's customary payroll practices, an annual base salary at the rate of $275,000 per year during the Employment Period (the "Base Salary"). Such Base Salary shall be subject to increase following the date hereof as determined by the Board.

3.2 Bonus. The Executive shall be eligible to receive an annual bonus (the "Annual Bonus") in an amount up to fifty percent (50%) of his then annual base salary. The Executive's Annual Bonus (if any) shall be in such amount as the Board may determine in its sole discretion. The Board may or may not determine that all or any portion of the Annual Bonus shall be earned upon the achievement of operational, financial or other milestones ("Milestones") established by the Board in consultation with the Executive and that all or any portion of any Annual Bonus shall be paid in cash, securities or other property. Any Annual Bonus awarded by the Board to the Executive pursuant to this Section 3.2 shall be paid not later than March 15 after the calendar year to which it relates. The Executive shall be eligible to participate in any other bonus or incentive program established by the Company for executives of the Company.

3.3 Insurance and Other Benefits. During the Employment Period, the Executive and the Executive's dependents shall be entitled to participate in any employee benefit plans, whether or not funded by means of insurance, subject to the same terms and conditions applicable to other employees, as the same may be adopted and/or amended from time to time (the "Benefits"). The Executive shall be bound by all of the policies and procedures relating to Benefits established by the Company from time to time.

3.4 Vacation; Personal Days. During the Employment Period, the Executive shall be eligible to accrue and use paid vacation leave in accordance with and subject to the terms of the Company's written vacation policy for management employees, as in effect from time to time. The Executive shall be entitled to paid personal days on a basis consistent with the Company's other senior executives, as determined by the Board.

3.5 Reimbursement of Expenses. The Company shall reimburse the Executive for all reasonable travel, entertainment and other expenses incurred or paid by the Executive in connection with, or related to, the performance of his duties, responsibilities or services under this Agreement, in accordance with policies and procedures, and subject to limitations, adopted by the Company from time to time (which policies, procedures and limitations shall comply with the requirements of Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"), or qualify for exemption from said Section 409A.

3.6 Stock Options. The Company agrees to grant to the Executive simultaneous with its execution of this Agreement an option under the Company's 2014 Equity Incentive Plan (the "EIP") to purchase Nine Hundred Thousand (900,000) shares of Common Stock of the Company (the "Option"). The Option shall be issued in the form of a non-qualified stock option; and the exercise price shall be equal to the fair market value of the Common Stock on the date such grant. The Option shall become exercisable with respect to one fourth (1/4) of the shares of Common Stock covered thereby on the first anniversary of the Effective Date provided the Executive is then employed by the Company (except as otherwise provided under Section 4), and with respect to an additional one forty-eighth (1/48) of the shares of Common Stock covered by the Option at the end of each month thereafter during the Executive's employment, so that the Option shall be exercisable in full on January 15, 2018, subject to the Executive's continued service with the Company throughout this four year period (except as otherwise provided in Section 4). Notwithstanding the foregoing, subject to Section 12 of this Agreement, in the event of a Change of Control (as hereinafter defined), the Option and the Executive's other Equity Awards (as hereinafter defined) that would first have become vested or exercisable after the effective date of such Change of Control if the Executive continued to be employed by the Company shall become fully vested and exercisable as of the effective date of such Change of Control.

3.7 Withholding. All salary, bonus and other compensation payable to the Executive shall be subject to applicable withholding and reporting for taxes.

4. **Termination of Employment; Compensation Due Upon Employment Termination**. The Executive's employment with the Company shall be entirely "at-will," meaning that either the Executive or the Company may terminate such employment relationship, at any time for any reason or for no reason at all, by delivery of written notice of employment termination to the other party subject to the post-employment restrictions and covenants set forth in this Agreement including such restrictions and covenants set forth in Sections 5, 6 and 7. As used in the this Agreement, termination of employment shall have the meaning ascribed to "separation from service" under Section 409A of the Code and Treasury Regulations promulgated thereunder, including Treas. Reg. Sec. 1.409A-1(h)(1). The Executive's right to compensation for periods after the date his employment with the Company terminates shall be determined in accordance with the provisions of paragraphs 4.1 through 4.6 below:

4.1 Voluntary Termination: Resignation By The Executive. The Executive may terminate his employment at any time upon thirty (30) days prior written notice to the Company. In the event that the Executive terminates employment other than for Good Reason (as defined below), the Company shall have no obligation to (i) make payments to the Executive in accordance with the provisions of Section 3 except for the payment of the Executive's Base Salary earned, but unpaid, through the date of the Executive's separation, or (ii) except as otherwise required by applicable law or the terms of any Benefits plan, to provide the benefits described in Section 3 for periods after the date on which the Executive's employment with the Company terminates.

4.2 Termination By The Executive For Good Reason.

(a) The Executive may terminate his employment under this Agreement at any time for Good Reason, as hereinafter defined. In the event of termination under this Section 4.2, the Executive shall be entitled to receive all amounts payable upon termination under Section 4.1 and, subject to the Executive's continued compliance with Sections 5, 6 and 7 of this Agreement, in addition to such amounts:

(1) the Company shall pay to the Executive severance in the form of salary continuation at the Executive's Base Salary rate in effect on the date the Executive's employment termination, subject to the Company's regular payroll practices and required withholdings, for a period of twelve (12) months commencing on the effective date of termination of employment (the "Severance Period"); and

(2) if and to the extent the Milestones are achieved for the Annual Bonus for the year in which the Severance Period commences (or, in the absence of Milestones, the Board has, in its sole discretion, otherwise determined an amount for the Executive's Annual Bonus for such year), the Company shall pay to the Executive an amount equal to such Annual Bonus pro rated for the portion of the performance year completed before the Executive's employment terminated, such payment to be made on the date such Annual Bonus would have been payable to the Executive had the Executive remained employed by the Company;

(3) any of the Executive's stock options, restricted stock or similar incentive equity instruments (collectively, "Equity Awards"), including the Options, that would first have become vested or exercisable during the Severance Period if the Executive continued to be employed by the Company shall become vested and exercisable upon the Executive's employment termination, and all exercisable Equity Awards (including those with accelerated exercisability pursuant to this clause (3)) shall remain exercisable until the expiration of the Severance Period or, if earlier, until the latest date upon which the Equity Awards could have been exercised in any circumstance under the original award (the "Latest Expiration Date"), and to the extent that the terms of any Equity Award are inconsistent with this clause (3), the terms of this clause (3) shall control, provided, however that nothing herein shall alter an Equity Award's Latest Expiration Date; and

(4) for the duration of the Severance Period, the Executive shall continue to be eligible to participate in (i) the Company's group health plan on the same terms applicable to similarly situated active employees during the Severance Period provided the Executive was participating in such plan immediately prior to the date of employment termination and provided further that the terms of such plan do not prohibit such coverage continuation; and (ii) each other Benefit program to the extent permitted under the terms of such program.

(b) Except as hereinabove provided, the Executive shall have no further rights under this Agreement or otherwise to receive any other compensation or benefits after such termination for Good Reason. For the purposes of this Agreement, "Good Reason" shall mean any of the following (without Executive's express written consent):

(1) the assignment to the Executive of duties that are significantly different from, and that result in a substantial diminution of, the duties that he assumed on the Effective Date;

(2) removal of the Executive from his position as indicated in Section 2, or the assignment to the Executive of duties that are significantly different from, and that result in a substantial diminution of, the duties that he assumed under this Agreement, within twelve (12) months after a Change of Control (as defined below);

(3) a material reduction by the Company in the Executive's then applicable Base Salary or other compensation, unless said reduction is pari passu with other senior executives of the Company;

(4) the taking of any action by the Company that would, directly or indirectly, materially reduce the Executive's benefits, unless said reductions are pari passu with other senior executives of the Company;

(5) the Company's written notice to the Executive of its determination to terminate this Agreement upon expiration of the then-current term; or

(6) a breach by the Company of any material term of this Agreement that is not cured by the Company within thirty (30) days following receipt by the Company of written notice thereof.

The foregoing shall be interpreted in a manner consistent with the provisions of Treasury Regulations Section 1.409A-1(n)(2)(i) such that the circumstances under which the Executive may separate from service pursuant to this Section 4.5 shall cause such separation to be treated as "involuntary" for purposes of Section 409A of the Code. Without limiting the foregoing, the Executive shall provide written notice to the Company of any fact or circumstance that the Executive believes constitutes or may constitute "Good Reason" within five (5) business days after such fact or circumstance arises and provide the Company with a reasonable opportunity to cure any such fact or circumstance.

(c) For purposes of this Agreement, "Change of Control" shall mean the occurrence of any one or more of the following: (a) the accumulation, whether directly, indirectly, beneficially or of record, by any individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934, as amended (the "Exchange Act")) of 50% or more of the shares of the outstanding equity securities of the Company other than in a transaction by any individual, entity or group that immediately prior to the effective date of such transaction, owned at least 50% of such share, (b) a merger or consolidation of the Company in which the Company does not survive as an independent company or upon the consummation of which the holders of the Company's outstanding equity securities prior to such merger or consolidation own less than 50% of the outstanding equity securities of the Company after such merger or consolidation, (c) a sale of all or substantially all of the assets of the Company, or (d) a change in the composition of the Board such that a majority of Board members is replaced during any 12-month period by individuals whose appointment or election is not endorsed by a majority of the members of the Board before the date of the appointment or election; provided, however, that the following acquisitions shall not constitute a Change of Control for the purposes of this Agreement: (i) any acquisitions of common stock or securities convertible into common stock directly from the Company, or (ii) any acquisition of common stock or securities convertible into common stock by any employee benefit plan (or related trust) sponsored by or maintained by the Company.

4.3 Termination By The Company Without Cause. If the Executive's employment is terminated by the Company without Cause (as defined below), the Executive shall be entitled to the payments and benefits provided in the event of termination under Section 4.2. If, following a termination of employment without Cause, the Executive breaches the provisions of Sections 5, 6 or 7 hereof, the Executive shall not be eligible, as of the date of such breach, for the payments and benefits described in Section 4.2 (other than the payments and benefits, if any, required under Section 4.1), and any and all obligations and agreements of the Company with respect to such payments and benefits shall thereupon cease.

4.4 Termination By The Company for Cause. Upon written notice to the Executive, the Company may terminate the Executive's employment for "Cause" if any of the following events shall occur:

(a) any act or omission that constitutes a material breach by the Executive of any of his obligations under this Agreement;

(b) the willful and continued failure or refusal of the Executive to satisfactorily perform the duties reasonably required of him as an employee of the Company, which failure or refusal continues for more than thirty (30) days after notice given to the Executive, such notice to set forth in reasonable detail the nature of such failure or refusal;

(c) the Executive's conviction of, or plea of *nolo contendere* to, (i) any felony or (ii) a crime involving dishonesty or misappropriation or which could reflect negatively upon the Company or otherwise impair or impede its operations;

(d) the Executive's engaging in any misconduct, gross negligence, act of dishonesty (including, without limitation, theft or embezzlement), violence, threat of violence or any activity that could result in any material violation of federal securities laws, in each case, that is injurious to the Company or any of its Affiliates;

(e) the Executive's material breach of a written policy of the Company or the rules of any governmental or regulatory body applicable to the Company;

(f) the Executive's refusal to follow the directions of the Board, unless such directions are, in the written opinion of legal counsel, illegal or in violation of applicable regulations; or

(g) any other willful misconduct by the Executive which is materially injurious to the financial condition or business reputation of the Company or any of its Affiliates.

In the event Executive is terminated for Cause, the Company shall have no obligation to make payments to Executive in accordance with the provisions of Section 3, or, except as otherwise required by law, to provide the benefits described in Section 3, for periods after the Executive's employment with the Company is terminated on account of the Executive's discharge for Cause except for amounts payable pursuant to Section 4.1.

4.5 Non-Performance by the Executive. Without limiting the rights of the Company or the Executive under Sections 4.1, 4.3 or 4.4 to terminate the Executive's employment, in the event that the Executive fails or refuses to discharge his duties to the Company for a period of ninety (90) consecutive calendar days (excluding period of paid vacation leave), then the Executive shall be deemed to have resigned from employment without Good Reason effective as of the first day of such 90-day period, and the Executive's rights upon such separation from service shall be determined in accordance with Section 4.1; provided, however, that if such failure is due to the Executive's disability, as hereinafter defined, then the Executive's entitlement to compensation and benefits during and after such period, and to reinstatement upon or after the completion of such period, shall be governed by the Company's employee benefit plans and personnel policies with respect to disability-based leaves of absence by management employees including, without limitation, the Company's policies with respect to accommodation of qualified individuals with disabilities and Benefit plans, if any, providing short-term or long-term disability benefits. For purposes of this Agreement, the term "disability" means any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than twelve (12) months that: (a) renders the Executive unable to engage in any substantial gainful activity, or (b) causes the Executive to receive income replacement benefits for a period of not less than three (3) months under an accident and health plan of the Company covering the Executive. The effective date of an individual's disability shall be the earliest of (x) the first day for which the Executive is eligible to receive income replacement benefits under the Company's short-term disability plan based on an absence from work due to the impairment later determined (for purposes of this Section 4.3) to be a disability, (y) the first date on which the impairment later determined (for purposes of this Section 4.3) to constitute a disability caused the Executive to be absent from work, or (z) the commencement date, for purposes of the Company's long-term disability benefits plan, of the impairment later determined (for purposes of this Section 4.3) to constitute a disability. A determination of disability within the meaning of the preceding clause "(a)" shall be made by a physician satisfactory to both the Executive and the Company; provided, however, that if the Executive and the Company do not agree on a physician, the Executive and the Company shall each select a physician and those two physicians together shall select a third physician, whose determination as to a Permanent Disability shall be binding on all parties. In no event shall the payments to which the Executive is entitled (including payments under any disability or income replacement plan maintained by the Company) if he separates from service due to disability within ninety (90) days following the effective date of such disability be less than an amount equal to the then applicable Base Salary for the Severance Period, payable in the form of salary continuation for the applicable Severance Period.

4.6 Death. The Executive's employment hereunder shall terminate upon the death of the Executive. The Company shall have no obligation to make payments to the Executive in accordance with the provisions of Section 3, or, except as otherwise required by law or the terms of any applicable benefit plan, to provide the benefits described in Section 3 for periods after the date of the Executive's death except for then applicable Base Salary earned, but unpaid, through the date of death (and, if applicable, compensation required under applicable state law to be paid upon employment termination), payable to the Executive's beneficiary, as the Executive shall have indicated in writing to the Company (or if no such beneficiary has been designated, to Executive's estate).

4.7 Notice of Termination. Any termination of employment by the Company or the Executive shall be communicated by a written "Notice of Termination" to the other party hereto given in accordance with Section 14 of this Agreement. In the event of a termination by the Company for Cause, the Notice of Termination shall (a) indicate the specific termination provision in this Agreement relied upon, (b) set forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of the Executive's employment under the provision so indicated and (c) specify the effective date of termination if other than the date of such notice, provided that the effective date of employment termination may not be earlier than the date of such notice. The failure by the Executive or the Company to set forth in the Notice of Termination any fact or circumstance which contributes to a showing of Cause shall not waive any right of the Executive or the Company, respectively, hereunder or preclude the Executive or the Company, respectively, from asserting such fact or circumstance in enforcing the Executive's or the Company's rights hereunder.

4.7 Resignation from Directorships and Officerships. The termination of the Executive's employment for any reason will constitute the Executive's resignation from (a) any director, officer or employee position the Executive has with the Company or any of its Affiliates, and (b) all fiduciary positions (including as a trustee) the Executive holds with respect to any employee benefit plans or trusts established by the Company. The Executive agrees that this Agreement shall serve as written notice of resignation in this circumstance, unless otherwise required by any plan or applicable law.

5. **Interference with Business; Use of Confidential or Proprietary Information**.

5.1 During the Employment Period and for a period of twelve (12) months following termination of the Executive's employment with the Company, the Executive shall not interfere with the business of the Company by soliciting, or attempting to recruit, persuade, solicit or hire, any employee or independent contractor of, or consultant to, the Company and/or its Affiliates, to leave the employment thereof (or service provider relationship thereto), whether or not any such employee, independent contractor or consultant is party to a written agreement.

5.2 At no time shall the Executive use or disclose Confidential Information, as defined in Section 7, to communicate with or in the course of communications with any customer or client of the Company or any of its Affiliates, with whom the Company or any of its Affiliates had significant contact during the term of this Agreement, provided however that the foregoing shall not prevent the Executive from using Confidential Information for the benefit of the Company during the term of the Executive's employment with the Company.

5.3 The Executive shall execute and comply with the terms of such restrictive covenants as the Company may request from its executive and management employees from time to time on a reasonable and uniform basis including, without limitation, the terms of the Employee Invention Assignment and Confidentiality Agreement in the form or substantially the form appended to this Agreement as Appendix A.

5.4 The Executive recognizes and agrees that because a violation by the Executive of his obligations under this Section will cause irreparable harm to the Company that would be difficult to quantify and for which money damages would be inadequate, the Company shall have the right to injunctive relief to prevent or restrain any such violation, without the necessity of posting a bond or demonstrating actual damages.

5.5 The Executive expressly agrees that the character, duration and scope of the covenants set forth in Section 5.1, 5.2, and in Appendix A are reasonable in light of the circumstances as they exist at the date upon which this Agreement has been executed. However, should a determination nonetheless be made by a court of competent jurisdiction at a later date that the character or duration of such covenants are unreasonable in light of the circumstances as they then exist, then it is the intention of the Executive, on the one hand, and the Company, on the other, that such covenants shall be construed by the court in such a manner as to impose only those restrictions on the conduct of the Executive which are reasonable in light of the circumstances as they then exist and necessary to assure the Company of the intended benefit of the covenant.

6. **Inventions and Patents**. The Executive acknowledges that all inventions, innovations, improvements, know-how, plans, development, methods, designs, analyses, specifications, software, drawings, reports and all similar or related information (whether or not patentable or reduced to practice) which related to any of the Company's actual or proposed business activities and which are created, designed or conceived, developed or made by the Executive during the Executive's past or future employment by the Company or any Affiliates, or any predecessor thereof ("Work Product"), belong to the Company, or its Affiliates, as applicable. Any copyrightable work falling within the definition of Work Product shall be deemed a "work made for hire" and ownership of all right title and interest shall rest in the Company. The Executive hereby irrevocably assigns, transfers and conveys, to the full extent permitted by law, all right, title and interest in the Work Product, on a worldwide basis, to the Company to the extent ownership of any such rights does not automatically vest in the Company under applicable law. The Executive will promptly disclose any such Work Product to the Company and perform all actions requested by the Company (whether during or after employment) to establish and confirm ownership of such Work Product by the Company (including, without limitation, assignments, consents, powers of attorney and other instruments). The obligations of this Section 6 shall be in additions to any obligations imposed under instruments executed by the Executive pursuant to Section 5.3.

7. **Confidentiality**.

7.1 The Executive understands that the Company and/or its Affiliates, from time to time, may impart to the Executive Confidential Information, as hereinafter defined, whether such information is written, oral, electronic or graphic.

7.2 For purposes of this Agreement, "Confidential Information" means information, which is used in the business of the Company or its Affiliates and (a) is proprietary to, about or created by the Company or its Affiliates, (b) gives the Company or its Affiliates some competitive business advantage or the opportunity of obtaining such advantage or the disclosure of which could be detrimental to the interests of the Company or its Affiliates, (c) is designated as confidential information by the Company or its Affiliates, is known by the Executive to be considered confidential by the Company or its Affiliates, or from all the relevant circumstances should reasonably be assumed by the Executive to be confidential and proprietary to the Company or its Affiliates, or (d) is not generally known by non-Company personnel. Such Confidential Information includes, without limitation, the following types of information and other information of a similar nature (whether or not reduced to writing or designated as confidential):

(i) internal personnel and financial information of the Company or its Affiliates, vendor information (including vendor characteristics, services, prices, lists and agreements), purchasing and internal cost information, internal service and operational manuals, and the manner and methods of conducting the business of the Company or its Affiliates;

(ii) marketing and development plans, price and cost data, price and fee amounts, pricing and billing policies, bidding, quoting procedures, marketing techniques, forecasts and forecast assumptions and volumes, and future plans and potential strategies of the Company or its Affiliates which have been or are being discussed;

(iii) names of customers and their representatives, contracts (including their contents and parties), customer services, and the type, quantity, specifications and content of products and services purchased, leased, licensed or received by customers of the Company or its Affiliates; and

(iv) confidential and proprietary information provided to the Company or its Affiliates by any actual or potential customer, government agency or other third party (including businesses, consultants and other entities and individuals).

The Executive hereby acknowledges the Company's exclusive ownership of such Confidential Information.

7.3 The Executive agrees as follows: (1) only to use the Confidential Information to provide services to the Company and its Affiliates; (2) only to communicate the Confidential Information to fellow employees, and agents and representatives of the Company and its Affiliates on a need-to-know basis; and (3) not to otherwise disclose or use any Confidential Information, except as may be required by law or otherwise authorized by the Board. Upon demand by the Company or upon termination of the Executive's employment, the Executive will deliver to the Company all manuals, photographs, recordings and any other instrument or device by which, through which or on which Confidential Information has been recorded and/or preserved, which are in the Executive's possession, custody or control.

7.4 The Executive's obligations under this Section 7 shall be in addition to his obligations under (i) any instruments executed by the Executive pursuant to Section 5.3, and/or (ii) any policy of general application to employees or limited application to executive or management employees established by the Company and as in effect from time to time with respect to confidential information and the Executive agrees to comply with all such policies as a condition of employment.

8. **Executive's Representation**. The Executive hereby represents that the Executive's entry into this Agreement and performance of the services hereunder will not violate the terms or conditions of any other agreement to which the Executive is a party.

9. **Governing Law/Jurisdiction**. This Agreement shall be governed by and construed in accordance with the laws of the State of California (without reference to the conflicts of laws provisions thereof). Any action, suit or other legal proceeding arising under or relating to any provision of this Agreement shall be commenced only in a court of the County of Contra Costa, State of California (or, if appropriate, a federal court located within California and having jurisdiction of the area including Contra Costa County), and the Company and the Executive each consents to the jurisdiction of such a court. The Company and the Executive each hereby irrevocably waive any right to a trial by jury in any action, suit or other legal proceeding arising under or relating to any provision of this Agreement.

10. **Public Company Obligations; Litigation and Regulatory Cooperation; Indemnification**.

(a) Executive acknowledges that the Company is a public company shares of whose common stock have been registered under the US Securities Act of 1933, as amended (the "Securities Act"), and whose common stock is or will be registered under the Exchange Act, and that this Agreement will be subject to the public filing requirements of the Exchange Act. In addition, both parties acknowledge that the Executive's compensation and perquisites (each as determined by the rules of the US Securities and Exchange Commission (the "SEC") or any other regulatory body or exchange having jurisdiction) (which may include benefits or regular or occasional aid/assistance, such as recreation, club memberships, meals, education for his family, vehicle, lodging or clothing, occasional bonuses or anything else he receives, during the Employment Period, in cash or in kind) paid or payable or received or receivable under this Agreement or otherwise, and his transactions and other dealings with the Company, will be required to be publicly disclosed.

(b) Executive acknowledges and agrees that the applicable insider trading rules, transaction reporting rules, limitations on disclosure of non-public information and other requirements set forth in the Securities Act, the Exchange Act and rules and regulations promulgated by the SEC may apply to this Agreement and Executive's employment with the Company.

(c) During and after the Employment Period, the Executive shall reasonably cooperate with the Company in the defense or prosecution of any claims now in existence or which may be brought in the future against or on behalf of the Company or any Affiliates that relate to events or occurrences that transpired while the Executive was employed by the Company or any Affiliates; provided, however, that such cooperation shall not materially and adversely affect the Executive or expose the Executive to an increased probability of civil or criminal litigation. The Executive's cooperation in connection with such claims or actions shall include, but not be limited to, being available to meet with counsel to prepare for discovery or trial and to act as a witness on behalf of the Company or any of its Affiliates at mutually convenient times. During and after the Employment Period, the Executive also shall cooperate fully with the Company in connection with any investigation or review of any federal, state or local regulatory authority as any such investigation or review relates to events or occurrences that transpired while the Executive was employed by the Company or any of its Affiliates. The Company shall reimburse the Executive for all out-of-pocket costs and expenses incurred in connection with the Executive's performance under this Section 10(c), including, but not limited to, reasonable attorneys' fees and costs.

(d) The Company shall maintain in full force and effect a policy, consistent with industry standards for similarly situated publicly traded companies, for indemnification of executive employees, including the Executive, from and against liability or cost arising out of or associated with an action or proceeding to procure a judgment against the Executive by reason of the fact that the Executive is or was an officer, director or employee of the Company.

11. **Effect of "Specified Employee" Status of Separation Payments**. Notwithstanding any provision of this Agreement, if the Executive is a "specified employee" within the meaning of Section 409A(a)(2)(B)(i) of the Code at the time the Executive's separation from service and any payments or benefits which the Executive is or becomes entitled under this Agreement are treated as being made on account of the Executive's separation from service within the meaning of Section 409A(a)(2)(A)(i) of the Code, such amounts (to the extent constituting compensation subject to Section 409A of the Code) shall be provided to the Executive on the first business day of the seventh month commencing after the month during which the Executive separates from service; provided however that if the Executive's entitlement to such amounts is due solely to involuntary separation from service within the meaning of Treasury Regulation Sections 1.409A-1(b)(9)(iii) and 1.409A-1(n):

(a) The Executive shall be entitled to receive the portion (up to 100%) of such amount, regardless of the Executive's status as a "specified employee," that does not exceed two times the lesser of (x) the sum of the Executive's annualized compensation based on the annual rate of pay for services provided to the Bank for the taxable year of the Executive preceding the taxable year of the Executive in which the Executive separates from service (adjusted for any increase during that year that was expected to continue indefinitely if the Executive's employment had not terminated), or (y) the maximum amount that may be taken into account under a qualified plan pursuant to Section 401(a)(17) of the Code for the year in which the Executive separates from service; and

(b) Any portion of the benefit payable under this Agreement upon separation from service that is in excess of the amount described in the preceding clause (i) shall be paid to the Executive on the first business day of the seventh month commencing after the month during which the Executive's employment terminates.

12. **280G Cap**. In no event shall any of the payments and benefits to be made, or provided, to Executive pursuant to this Agreement and other payments or benefits, if applicable, to be made, or provided, to the Executive in connection with an event described in Section 280G(b)(2)(A)(i) of the Code (collectively referred to as the "Change in Control Benefits") including, to the extent applicable, payments or benefits to which the Executive is entitled upon a Change of Control as defined in Section 4.2(c), constitute, in the aggregate, a "parachute payment" under Section 280G of the Code. If the Change in Control Benefits result in a "parachute payment" under Code Section 280G, the Change in Control Benefits shall be reduced to an amount, the value of which is $1.00 less than an amount equal to three (3) times Executive's "base amount" as determined in accordance with Section 280G of the Code.

13. **Entire Agreement**. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and thereof and supersedes and cancels any and all previous agreements, written and oral, regarding the subject matter hereof between the parties hereto. This Agreement shall not be changed, altered, modified or amended, except by a written agreement signed by both parties hereto.

14. **Notices**. All notices, requests, demands and other communications called for or contemplated hereunder shall be in writing and shall be deemed to have been given when delivered to the party to whom addressed or when sent by telecopy (if promptly confirmed by registered or certified mail, return receipt requested, prepaid and addressed) to the parties, their successors in interest, or their assignees at the following addresses, or at such other addresses as the parties may designate by written notice in the manner aforesaid:

(a) to the Company at:

Ekso Bionics Holdings, Inc.
1414 Harbour Way South, Suite 1201
Richmond, CA 94804

Attn: Nathan Harding, CEO
Fax: +1-510-927-2647

with a copy to:

Nutter McClennen & Fish LLP
155 Seaport Boulevard
Boston, MA 02210

Attn: Michelle L. Basil, Esq.
Facsimile: +1- 617-310-9477

(b) to the Executive at:

Nathan Harding
5459 Boyd Avenue
Oakland, CA 94618

All such notices, requests and other communications will (i) if delivered personally to the address as provided in this Section, be deemed given upon delivery, (ii) if delivered by facsimile transmission to the facsimile number as provided for in this Section, be deemed given upon facsimile confirmation, (iii) if delivered by mail in the manner described above to the address as provided for in this Section 14, be deemed given on the earlier of the third business day following mailing or upon receipt and (iv) if delivered by overnight courier to the address as provided in this Section, be deemed given on the earlier of the first business day following the date sent by such overnight courier or upon receipt (in each case regardless of whether such notice, request or other communication is received by any other person to whom a copy of such notice is to be delivered pursuant to this Section). Either party may, by notice given to the other party in accordance with this Section, designate another address or person for receipt of notices hereunder.

15. **Severability**. If any term or provision of this Agreement, or the application thereof to any person or under any circumstance, shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such terms to the persons or under circumstances other than those as to which it is invalid or unenforceable, shall be considered severable and shall not be affected thereby, and each term of this Agreement shall be valid and enforceable to the fullest extent permitted by law. The invalid or unenforceable provisions shall, to the extent permitted by law, be deemed amended and given such interpretation as to achieve the economic intent of this Agreement.

16. **Waiver**. The failure of any party to insist in any one instance or more upon strict performance of any of the terms and conditions hereof, or to exercise any right or privilege herein conferred, shall not be construed as a waiver of such terms, conditions, rights or privileges, but same shall continue to remain in full force and effect. Any waiver by any party of any violation of, breach of or default under any provision of this Agreement by the other party shall not be construed as, or constitute, a continuing waiver of such provision, or waiver of any other violation of, breach of or default under any other provision of this Agreement.

17. **Successors and Assigns**. Neither the Company nor the Executive may make any assignment of this Agreement or any interest herein, by operation of law or otherwise, without the prior written consent of the other; *provided, however*, that the Company may assign its rights and obligations under this Agreement without the consent of the Executive in the event that the Company shall hereafter effect a reorganization, or consolidate with or merge into any other person or entity, or transfer all or substantially all of its properties or assets to any other person or entity. This Agreement shall inure to the benefit of and be binding upon the Company and the Executive, and their respective successors, executors, administrators, heirs and permitted assigns.

18. **Counterparts**. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Additionally, a facsimile counterpart of this Agreement shall have the same effect as an originally executed counterpart.

19. **Headings**. Headings in this Agreement are for reference purposes only and shall not be deemed to have any substantive effect.

20. **Opportunity to Seek Advice**. The Executive acknowledges and confirms that he has had the opportunity to seek such legal, financial and other advice and representation as he has deemed appropriate in connection with this Agreement, that the Executive is fully aware of its legal effect, and that Executive has entered into it freely based on the Executive's judgment and not on any representations or promises other than those contained in this Agreement.

21. **Withholding and Payroll Practices**. All salary, severance payments, bonuses or benefits payments made by the Company under this Agreement shall be net of any tax or other amounts required to be withheld by the Company under applicable law and shall be paid in the ordinary course pursuant to the Company's then existing payroll practices.

22. **Attorney's Fees**. In the event that either party seeks to enforce its rights under this Agreement before a court of competent jurisdiction with respect to such enforcement action and prevails in such enforcement action, than the prevailing party shall be entitled to reasonable attorney's fees and court costs associated with such enforcement action. Without limiting the foregoing, the preceding sentence shall apply without regard to whether the prevailing party is a plaintiff or defendant in an enforcement action.

23. **Effect of Termination**. Upon termination of this Agreement, all obligations and provisions of this Agreement shall terminate except with respect to any accrued and unpaid monetary obligation and except for the provisions of Section 5 through (and inclusive of) 21 hereof.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year set forth above.

EKSO BIONICS HOLDINGS, INC.

/s/ Steven Sherman

By: Steven Sherman

Title: Chairman

NATHAN HARDING

/s/ Nathan Harding

Exhibit 10.16

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (the "Agreement"), made as of this 15th day of January, 2014, is entered into by Ekso Bionics Holdings, Inc., a Nevada corporation (the "Company"), and Max Scheder-Bieschin, residing at 549 Sycamore Lane, Cotati, CA 94931 the "Executive").

WHEREAS, in connection with and as a condition to the consummation of the transactions contemplated by that certain Agreement and Plan of Merger and Reorganization by and among the Company, Ekso Acquisition Corp., a wholly-owned subsidiary of the Company, and Ekso Bionics, Inc., a Delaware corporation, the Company and the Executive have agreed to enter into an employment agreement on the terms and conditions set forth herein and are willing to execute this Agreement and to be bound by the provisions hereof.

NOW, THEREFORE, the Company desires to employ the Executive, and the Executive desires to be employed by the Company. In consideration of the mutual covenants and promises contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Employment Period**. The term of the Executive's employment by the Company (directly or through its subsidiary Ekso Bionics, Inc.) pursuant to this Agreement shall commence on January 15, 2014 (the "Effective Date") and continue until January 15, 2016 (such period, as it may be extended, the "Employment Period"), unless sooner terminated in accordance with the provisions of Section 4. After the initial two-year term, this Agreement shall be automatically renewed for successive one year periods unless terminated by a party on at least thirty (30) days written notice prior to the end of the then-current term.

2. **Title; Capacity**.

2.1 The Executive shall serve as Chief Financial Officer of the Company. The Executive shall be subject to the supervision of, and shall have such authority as is delegated to the Executive by, the Chief Executive Officer of the Company (the "CEO"). The Executive hereby accepts such employment and agrees to undertake the duties and responsibilities inherent in such position and such other duties and responsibilities as the CEO and/or the Board of Directors of the Company (the "Board") shall from time to time reasonably assign to the Executive.

2.2 The Executive shall be based at the Company's headquarters in Richmond, California, any other location within twenty-five miles of the Company's headquarters as of the Effective Date, or such other place or places as the CEO and Executive shall mutually agree. The parties acknowledge that the Executive may be required to travel in connection with the performance of his duties hereunder.

2.3 The Executive recognizes that during the period of the Executive's employment hereunder, Executive owes an undivided duty of loyalty to the Company, and the Executive will use the Executive's good faith efforts to promote and develop the business of the Company and its subsidiaries (the Company's subsidiaries from time to time, together with any other affiliates of the Company, the "Affiliates"). The Executive shall devote all of the Executive's business time, attention and skills to the performance of Executive's services as an executive of the Company. Recognizing and acknowledging that it is essential for the protection and enhancement of the name and business of the Company and the goodwill pertaining thereto, Executive shall perform the Executive's duties under this Agreement professionally, in accordance with the applicable laws, rules and regulations and such standards, policies and procedures established by the Company and the industry from time to time.

2.4 Notwithstanding the foregoing, the Executive (i) may devote a reasonable amount of his time to civic, community, or charitable activities, (ii) may devote a reasonable amount of time to investing the Executive's personal assets in such a manner as will not require significant services to be rendered by the Executive in the operation of the affairs of the companies in which investments are made, and (iii) may serve as a member of the Board of Directors or equivalent body of such companies and other organizations as are disclosed by the Executive to, and approved by, the CEO or the Board, in each case so long as the Executive's responsibilities with respect thereto do not conflict or interfere with the faithful performance of his duties to the Company.

3. **Compensation and Benefits**.

3.1 Salary. The Company shall pay the Executive, in periodic installments in accordance with the Company's customary payroll practices, an annual base salary at the rate of $225,000 per year during the Employment Period (the "Base Salary"). Such Base Salary shall be subject to increase following the date hereof as determined by the CEO or the Board.

3.2 Bonus. The Executive shall be eligible to receive an annual bonus (the "Annual Bonus") in an amount up to thirty percent (30%) of his then annual base salary. The Executive's Annual Bonus (if any) shall be in such amount as the CEO or the Board may determine in their respective discretion. The CEO and/or Board may or may not determine that all or any portion of the Annual Bonus shall be earned upon the achievement of operational, financial or other milestones ("Milestones") established by the CEO or Board in consultation with the Executive and that all or any portion of any Annual Bonus shall be paid in cash, securities or other property. Any Annual Bonus awarded by the CEO or Board to the Executive pursuant to this Section 3.2 shall be paid not later than March 15 after the calendar year to which it relates. The Executive shall be eligible to participate in any other bonus or incentive program established by the Company for executives of the Company.

3.3 Insurance and Other Benefits. During the Employment Period, the Executive and the Executive's dependents shall be entitled to participate in any employee benefit plans, whether or not funded by means of insurance, subject to the same terms and conditions applicable to other employees, as the same may be adopted and/or amended from time to time (the "Benefits"). The Executive shall be bound by all of the policies and procedures relating to Benefits established by the Company from time to time.

3.4 Vacation; Personal Days. During the Employment Period, the Executive shall be eligible to accrue and use paid vacation leave in accordance with and subject to the terms of the Company's written vacation policy for management employees, as in effect from time to time. The Executive shall be entitled to paid personal days on a basis consistent with the Company's other senior executives, as determined by the CEO or the Board.

3.5 Reimbursement of Expenses. The Company shall reimburse the Executive for all reasonable travel, entertainment and other expenses incurred or paid by the Executive in connection with, or related to, the performance of his duties, responsibilities or services under this Agreement, in accordance with policies and procedures, and subject to limitations, adopted by the Company from time to time (which policies, procedures and limitations shall comply with the requirements of Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"), or qualify for exemption from said Section 409A.

3.6 Stock Options. The Company agrees to grant to the Executive simultaneous with its execution of this Agreement an option under the Company's 2014 Equity Incentive Plan (the "EIP") to purchase Three Hundred Thousand (300,000) shares of Common Stock of the Company (the "Option"). The Option shall be issued in the form of a non-qualified stock option; and the exercise price shall be equal to the fair market value of the Common Stock on the date such grant. The Option shall become exercisable with respect to one fourth (1/4) of the shares of Common Stock covered thereby on the first anniversary of the Effective Date provided the Executive is then employed by the Company (except as otherwise provided under Section 4), and with respect to an additional one forty-eighth (1/48) of the shares of Common Stock covered by the Option at the end of each month thereafter during the Executive's employment, so that the Option shall be exercisable in full on January 15, 2018, subject to the Executive's continued service with the Company throughout this four year period (except as otherwise provided in Section 4). Notwithstanding the foregoing, subject to Section 12 of this Agreement, in the event of a Change of Control (as hereinafter defined), the Option and the Executive's other Equity Awards (as hereinafter defined) that would first have become vested or exercisable after the effective date of such Change of Control if the Executive continued to be employed by the Company shall become fully vested and exercisable as of the effective date of such Change of Control.

3.7 Withholding. All salary, bonus and other compensation payable to the Executive shall be subject to applicable withholding and reporting for taxes.

4. **Termination of Employment; Compensation Due Upon Employment Termination**. The Executive's employment with the Company shall be entirely "at-will," meaning that either the Executive or the Company may terminate such employment relationship, at any time for any reason or for no reason at all, by delivery of written notice of employment termination to the other party subject to the post-employment restrictions and covenants set forth in this Agreement including such restrictions and covenants set forth in Sections 5, 6 and 7. As used in the this Agreement, termination of employment shall have the meaning ascribed to "separation from service" under Section 409A of the Code and Treasury Regulations promulgated thereunder, including Treas. Reg. Sec. 1.409A-1(h)(1). The Executive's right to compensation for periods after the date his employment with the Company terminates shall be determined in accordance with the provisions of paragraphs 4.1 through 4.6 below:

4.1 Voluntary Termination: Resignation By The Executive. The Executive may terminate his employment at any time upon thirty (30) days prior written notice to the Company. In the event that the Executive terminates employment other than for Good Reason (as defined below), the Company shall have no obligation to (i) make payments to the Executive in accordance with the provisions of Section 3 except for the payment of the Executive's Base Salary earned, but unpaid, through the date of the Executive's separation, or (ii) except as otherwise required by applicable law or the terms of any Benefits plan, to provide the benefits described in Section 3 for periods after the date on which the Executive's employment with the Company terminates.

4.2 Termination By The Executive For Good Reason.

(a) The Executive may terminate his employment under this Agreement at any time for Good Reason, as hereinafter defined. In the event of termination under this Section 4.2, the Executive shall be entitled to receive all amounts payable upon termination under Section 4.1 and, subject to the Executive's continued compliance with Sections 5, 6 and 7 of this Agreement, in addition to such amounts:

(1) the Company shall pay to the Executive severance in the form of salary continuation at the Executive's Base Salary rate in effect on the date the Executive's employment termination, subject to the Company's regular payroll practices and required withholdings, for a period of twelve (12) months commencing on the effective date of termination of employment (the "Severance Period"); and

(2) if and to the extent the Milestones are achieved for the Annual Bonus for the year in which the Severance Period commences (or, in the absence of Milestones, the CEO and/or Board has, in their respective discretion, otherwise determined an amount for the Executive's Annual Bonus for such year), the Company shall pay to the Executive an amount equal to such Annual Bonus pro rated for the portion of the performance year completed before the Executive's employment terminated, such payment to be made on the date such Annual Bonus would have been payable to the Executive had the Executive remained employed by the Company;

(3) any of the Executive's stock options, restricted stock or similar incentive equity instruments (collectively, "Equity Awards"), including the Options, that would first have become vested or exercisable during the Severance Period if the Executive continued to be employed by the Company shall become vested and exercisable upon the Executive's employment termination, and all exercisable Equity Awards (including those with accelerated exercisability pursuant to this clause (3)) shall remain exercisable until the expiration of the Severance Period or, if earlier, until the latest date upon which the Equity Awards could have been exercised in any circumstance under the original award (the "Latest Expiration Date"), and to the extent that the terms of any Equity Award are inconsistent with this clause (3), the terms of this clause (3) shall control, provided, however that nothing herein shall alter an Equity Award's Latest Expiration Date; and

(4) for the duration of the Severance Period, the Executive shall continue to be eligible to participate in (i) the Company's group health plan on the same terms applicable to similarly situated active employees during the Severance Period provided the Executive was participating in such plan immediately prior to the date of employment termination and provided further that the terms of such plan do not prohibit such coverage continuation; and (ii) each other Benefit program to the extent permitted under the terms of such program.

(b) Except as hereinabove provided, the Executive shall have no further rights under this Agreement or otherwise to receive any other compensation or benefits after such termination for Good Reason. For the purposes of this Agreement, "Good Reason" shall mean any of the following (without Executive's express written consent):

(1) the assignment to the Executive of duties that are significantly different from, and that result in a substantial diminution of, the duties that he assumed on the Effective Date;

(2) removal of the Executive from his position as indicated in Section 2, or the assignment to the Executive of duties that are significantly different from, and that result in a substantial diminution of, the duties that he assumed under this Agreement, within twelve (12) months after a Change of Control (as defined below);

(3) a material reduction by the Company in the Executive's then applicable Base Salary or other compensation, unless said reduction is pari passu with other senior executives of the Company;

(4) the taking of any action by the Company that would, directly or indirectly, materially reduce the Executive's benefits, unless said reductions are pari passu with other senior executives of the Company;

(5) the Company's written notice to the Executive of its determination to terminate this Agreement upon expiration of the then-current term; or

(6) a breach by the Company of any material term of this Agreement that is not cured by the Company within thirty (30) days following receipt by the Company of written notice thereof.

The foregoing shall be interpreted in a manner consistent with the provisions of Treasury Regulations Section 1.409A-1(n)(2)(i) such that the circumstances under which the Executive may separate from service pursuant to this Section 4.5 shall cause such separation to be treated as "involuntary" for purposes of Section 409A of the Code. Without limiting the foregoing, the Executive shall provide written notice to the Company of any fact or circumstance that the Executive believes constitutes or may constitute "Good Reason" within five (5) business days after such fact or circumstance arises and provide the Company with a reasonable opportunity to cure any such fact or circumstance.

(c) For purposes of this Agreement, "Change of Control" shall mean the occurrence of any one or more of the following: (a) the accumulation, whether directly, indirectly, beneficially or of record, by any individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934, as amended (the "Exchange Act")) of 50% or more of the shares of the outstanding equity securities of the Company other than in a transaction by any individual, entity or group that immediately prior to the effective date of such transaction, owned at least 50% of such share, (b) a merger or consolidation of the Company in which the Company does not survive as an independent company or upon the consummation of which the holders of the Company's outstanding equity securities prior to such merger or consolidation own less than 50% of the outstanding equity securities of the Company after such merger or consolidation, (c) a sale of all or substantially all of the assets of the Company, or (d) a change in the composition of the Board such that a majority of Board members is replaced during any 12-month period by individuals whose appointment or election is not endorsed by a majority of the members of the Board before the date of the appointment or election; provided, however, that the following acquisitions shall not constitute a Change of Control for the purposes of this Agreement: (i) any acquisitions of common stock or securities convertible into common stock directly from the Company, or (ii) any acquisition of common stock or securities convertible into common stock by any employee benefit plan (or related trust) sponsored by or maintained by the Company.

4.3 Termination By The Company Without Cause. If the Executive's employment is terminated by the Company without Cause (as defined below), the Executive shall be entitled to the payments and benefits provided in the event of termination under Section 4.2. If, following a termination of employment without Cause, the Executive breaches the provisions of Sections 5, 6 or 7 hereof, the Executive shall not be eligible, as of the date of such breach, for the payments and benefits described in Section 4.2 (other than the payments and benefits, if any, required under Section 4.1), and any and all obligations and agreements of the Company with respect to such payments and benefits shall thereupon cease.

4.4 Termination By The Company for Cause. Upon written notice to the Executive, the Company may terminate the Executive's employment for "Cause" if any of the following events shall occur:

(a) any act or omission that constitutes a material breach by the Executive of any of his obligations under this Agreement;

(b) the willful and continued failure or refusal of the Executive to satisfactorily perform the duties reasonably required of him as an employee of the Company, which failure or refusal continues for more than thirty (30) days after notice given to the Executive, such notice to set forth in reasonable detail the nature of such failure or refusal;

(c) the Executive's conviction of, or plea of *nolo contendere* to, (i) any felony or (ii) a crime involving dishonesty or misappropriation or which could reflect negatively upon the Company or otherwise impair or impede its operations;

(d) the Executive's engaging in any misconduct, gross negligence, act of dishonesty (including, without limitation, theft or embezzlement), violence, threat of violence or any activity that could result in any material violation of federal securities laws, in each case, that is injurious to the Company or any of its Affiliates;

(e) the Executive's material breach of a written policy of the Company or the rules of any governmental or regulatory body applicable to the Company;

(f) the Executive's refusal to follow the directions of the CEO or the Board, unless such directions are, in the written opinion of legal counsel, illegal or in violation of applicable regulations; or

(g) any other willful misconduct by the Executive which is materially injurious to the financial condition or business reputation of the Company or any of its Affiliates.

In the event Executive is terminated for Cause, the Company shall have no obligation to make payments to Executive in accordance with the provisions of Section 3, or, except as otherwise required by law, to provide the benefits described in Section 3, for periods after the Executive's employment with the Company is terminated on account of the Executive's discharge for Cause except for amounts payable pursuant to Section 4.1.

4.5 Non-Performance by the Executive. Without limiting the rights of the Company or the Executive under Sections 4.1, 4.3 or 4.4 to terminate the Executive's employment, in the event that the Executive fails or refuses to discharge his duties to the Company for a period of ninety (90) consecutive calendar days (excluding period of paid vacation leave), then the Executive shall be deemed to have resigned from employment without Good Reason effective as of the first day of such 90-day period, and the Executive's rights upon such separation from service shall be determined in accordance with Section 4.1; provided, however, that if such failure is due to the Executive's disability, as hereinafter defined, then the Executive's entitlement to compensation and benefits during and after such period, and to reinstatement upon or after the completion of such period, shall be governed by the Company's employee benefit plans and personnel policies with respect to disability-based leaves of absence by management employees including, without limitation, the Company's policies with respect to accommodation of qualified individuals with disabilities and Benefit plans, if any, providing short-term or long-term disability benefits. For purposes of this Agreement, the term "disability" means any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than twelve (12) months that: (a) renders the Executive unable to engage in any substantial gainful activity, or (b) causes the Executive to receive income replacement benefits for a period of not less than three (3) months under an accident and health plan of the Company covering the Executive. The effective date of an individual's disability shall be the earliest of (x) the first day for which the Executive is eligible to receive income replacement benefits under the Company's short-term disability plan based on an absence from work due to the impairment later determined (for purposes of this Section 4.3) to be a disability, (y) the first date on which the impairment later determined (for purposes of this Section 4.3) to constitute a disability caused the Executive to be absent from work, or (z) the commencement date, for purposes of the Company's long-term disability benefits plan, of the impairment later determined (for purposes of this Section 4.3) to constitute a disability. A determination of disability within the meaning of the preceding clause "(a)" shall be made by a physician satisfactory to both the Executive and the Company; provided, however, that if the Executive and the Company do not agree on a physician, the Executive and the Company shall each select a physician and those two physicians together shall select a third physician, whose determination as to a Permanent Disability shall be binding on all parties. In no event shall the payments to which the Executive is entitled (including payments under any disability or income replacement plan maintained by the Company) if he separates from service due to disability within ninety (90) days following the effective date of such disability be less than an amount equal to the then applicable Base Salary for the Severance Period, payable in the form of salary continuation for the applicable Severance Period.

4.6 Death. The Executive's employment hereunder shall terminate upon the death of the Executive. The Company shall have no obligation to make payments to the Executive in accordance with the provisions of Section 3, or, except as otherwise required by law or the terms of any applicable benefit plan, to provide the benefits described in Section 3 for periods after the date of the Executive's death except for then applicable Base Salary earned, but unpaid, through the date of death (and, if applicable, compensation required under applicable state law to be paid upon employment termination), payable to the Executive's beneficiary, as the Executive shall have indicated in writing to the Company (or if no such beneficiary has been designated, to Executive's estate).

4.7 Notice of Termination. Any termination of employment by the Company or the Executive shall be communicated by a written "Notice of Termination" to the other party hereto given in accordance with Section 14 of this Agreement. In the event of a termination by the Company for Cause, the Notice of Termination shall (a) indicate the specific termination provision in this Agreement relied upon, (b) set forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of the Executive's employment under the provision so indicated and (c) specify the effective date of termination if other than the date of such notice, provided that the effective date of employment termination may not be earlier than the date of such notice. The failure by the Executive or the Company to set forth in the Notice of Termination any fact or circumstance which contributes to a showing of Cause shall not waive any right of the Executive or the Company, respectively, hereunder or preclude the Executive or the Company, respectively, from asserting such fact or circumstance in enforcing the Executive's or the Company's rights hereunder.

4.7 Resignation from Directorships and Officerships. The termination of the Executive's employment for any reason will constitute the Executive's resignation from (a) any director, officer or employee position the Executive has with the Company or any of its Affiliates, and (b) all fiduciary positions (including as a trustee) the Executive holds with respect to any employee benefit plans or trusts established by the Company. The Executive agrees that this Agreement shall serve as written notice of resignation in this circumstance, unless otherwise required by any plan or applicable law.

5. **Interference with Business; Use of Confidential or Proprietary Information**.

5.1 During the Employment Period and for a period of twelve (12) months following termination of the Executive's employment with the Company, the Executive shall not interfere with the business of the Company by soliciting, or attempting to recruit, persuade, solicit or hire, any employee or independent contractor of, or consultant to, the Company and/or its Affiliates, to leave the employment thereof (or service provider relationship thereto), whether or not any such employee, independent contractor or consultant is party to a written agreement.

5.2 At no time shall the Executive use or disclose Confidential Information, as defined in Section 7, to communicate with or in the course of communications with any customer or client of the Company or any of its Affiliates, with whom the Company or any of its Affiliates had significant contact during the term of this Agreement, provided however that the foregoing shall not prevent the Executive from using Confidential Information for the benefit of the Company during the term of the Executive's employment with the Company.

5.3 The Executive shall execute and comply with the terms of such restrictive covenants as the Company may request from its executive and management employees from time to time on a reasonable and uniform basis including, without limitation, the terms of the Employee Invention Assignment and Confidentiality Agreement in the form or substantially the form appended to this Agreement as Appendix A.

5.4 The Executive recognizes and agrees that because a violation by the Executive of his obligations under this Section will cause irreparable harm to the Company that would be difficult to quantify and for which money damages would be inadequate, the Company shall have the right to injunctive relief to prevent or restrain any such violation, without the necessity of posting a bond or demonstrating actual damages.

5.5 The Executive expressly agrees that the character, duration and scope of the covenants set forth in Section 5.1, 5.2, and in Appendix A are reasonable in light of the circumstances as they exist at the date upon which this Agreement has been executed. However, should a determination nonetheless be made by a court of competent jurisdiction at a later date that the character or duration of such covenants are unreasonable in light of the circumstances as they then exist, then it is the intention of the Executive, on the one hand, and the Company, on the other, that such covenants shall be construed by the court in such a manner as to impose only those restrictions on the conduct of the Executive which are reasonable in light of the circumstances as they then exist and necessary to assure the Company of the intended benefit of the covenant.

6. **Inventions and Patents**. The Executive acknowledges that all inventions, innovations, improvements, know-how, plans, development, methods, designs, analyses, specifications, software, drawings, reports and all similar or related information (whether or not patentable or reduced to practice) which related to any of the Company's actual or proposed business activities and which are created, designed or conceived, developed or made by the Executive during the Executive's past or future employment by the Company or any Affiliates, or any predecessor thereof ("Work Product"), belong to the Company, or its Affiliates, as applicable. Any copyrightable work falling within the definition of Work Product shall be deemed a "work made for hire" and ownership of all right title and interest shall rest in the Company. The Executive hereby irrevocably assigns, transfers and conveys, to the full extent permitted by law, all right, title and interest in the Work Product, on a worldwide basis, to the Company to the extent ownership of any such rights does not automatically vest in the Company under applicable law. The Executive will promptly disclose any such Work Product to the Company and perform all actions requested by the Company (whether during or after employment) to establish and confirm ownership of such Work Product by the Company (including, without limitation, assignments, consents, powers of attorney and other instruments). The obligations of this Section 6 shall be in additions to any obligations imposed under instruments executed by the Executive pursuant to Section 5.3.

7. **Confidentiality**.

7.1 The Executive understands that the Company and/or its Affiliates, from time to time, may impart to the Executive Confidential Information, as hereinafter defined, whether such information is written, oral, electronic or graphic.

7.2 For purposes of this Agreement, "Confidential Information" means information, which is used in the business of the Company or its Affiliates and (a) is proprietary to, about or created by the Company or its Affiliates, (b) gives the Company or its Affiliates some competitive business advantage or the opportunity of obtaining such advantage or the disclosure of which could be detrimental to the interests of the Company or its Affiliates, (c) is designated as confidential information by the Company or its Affiliates, is known by the Executive to be considered confidential by the Company or its Affiliates, or from all the relevant circumstances should reasonably be assumed by the Executive to be confidential and proprietary to the Company or its Affiliates, or (d) is not generally known by non-Company personnel. Such Confidential Information includes, without limitation, the following types of information and other information of a similar nature (whether or not reduced to writing or designated as confidential):

(i) internal personnel and financial information of the Company or its Affiliates, vendor information (including vendor characteristics, services, prices, lists and agreements), purchasing and internal cost information, internal service and operational manuals, and the manner and methods of conducting the business of the Company or its Affiliates;

(ii) marketing and development plans, price and cost data, price and fee amounts, pricing and billing policies, bidding, quoting procedures, marketing techniques, forecasts and forecast assumptions and volumes, and future plans and potential strategies of the Company or its Affiliates which have been or are being discussed;

(iii) names of customers and their representatives, contracts (including their contents and parties), customer services, and the type, quantity, specifications and content of products and services purchased, leased, licensed or received by customers of the Company or its Affiliates; and

(iv) confidential and proprietary information provided to the Company or its Affiliates by any actual or potential customer, government agency or other third party (including businesses, consultants and other entities and individuals).

The Executive hereby acknowledges the Company's exclusive ownership of such Confidential Information.

7.3 The Executive agrees as follows: (1) only to use the Confidential Information to provide services to the Company and its Affiliates; (2) only to communicate the Confidential Information to fellow employees, and agents and representatives of the Company and its Affiliates on a need-to-know basis; and (3) not to otherwise disclose or use any Confidential Information, except as may be required by law or otherwise authorized by the CEO or the Board. Upon demand by the Company or upon termination of the Executive's employment, the Executive will deliver to the Company all manuals, photographs, recordings and any other instrument or device by which, through which or on which Confidential Information has been recorded and/or preserved, which are in the Executive's possession, custody or control.

7.4 The Executive's obligations under this Section 7 shall be in addition to his obligations under (i) any instruments executed by the Executive pursuant to Section 5.3, and/or (ii) any policy of general application to employees or limited application to executive or management employees established by the Company and as in effect from time to time with respect to confidential information and the Executive agrees to comply with all such policies as a condition of employment.

8. **Executive's Representation**. The Executive hereby represents that the Executive's entry into this Agreement and performance of the services hereunder will not violate the terms or conditions of any other agreement to which the Executive is a party.

9. **Governing Law/Jurisdiction**. This Agreement shall be governed by and construed in accordance with the laws of the State of California (without reference to the conflicts of laws provisions thereof). Any action, suit or other legal proceeding arising under or relating to any provision of this Agreement shall be commenced only in a court of the County of Contra Costa, State of California (or, if appropriate, a federal court located within California and having jurisdiction of the area including Contra Costa County), and the Company and the Executive each consents to the jurisdiction of such a court. The Company and the Executive each hereby irrevocably waive any right to a trial by jury in any action, suit or other legal proceeding arising under or relating to any provision of this Agreement.

10. **Public Company Obligations; Litigation and Regulatory Cooperation; Indemnification**.

(a) Executive acknowledges that the Company is a public company shares of whose common stock have been registered under the US Securities Act of 1933, as amended (the "Securities Act"), and whose common stock is or will be registered under the Exchange Act, and that this Agreement will be subject to the public filing requirements of the Exchange Act. In addition, both parties acknowledge that the Executive's compensation and perquisites (each as determined by the rules of the US Securities and Exchange Commission (the "SEC") or any other regulatory body or exchange having jurisdiction) (which may include benefits or regular or occasional aid/assistance, such as recreation, club memberships, meals, education for his family, vehicle, lodging or clothing, occasional bonuses or anything else he receives, during the Employment Period, in cash or in kind) paid or payable or received or receivable under this Agreement or otherwise, and his transactions and other dealings with the Company, will be required to be publicly disclosed.

(b) Executive acknowledges and agrees that the applicable insider trading rules, transaction reporting rules, limitations on disclosure of non-public information and other requirements set forth in the Securities Act, the Exchange Act and rules and regulations promulgated by the SEC may apply to this Agreement and Executive's employment with the Company.

(c) During and after the Employment Period, the Executive shall reasonably cooperate with the Company in the defense or prosecution of any claims now in existence or which may be brought in the future against or on behalf of the Company or any Affiliates that relate to events or occurrences that transpired while the Executive was employed by the Company or any Affiliates; provided, however, that such cooperation shall not materially and adversely affect the Executive or expose the Executive to an increased probability of civil or criminal litigation. The Executive's cooperation in connection with such claims or actions shall include, but not be limited to, being available to meet with counsel to prepare for discovery or trial and to act as a witness on behalf of the Company or any of its Affiliates at mutually convenient times. During and after the Employment Period, the Executive also shall cooperate fully with the Company in connection with any investigation or review of any federal, state or local regulatory authority as any such investigation or review relates to events or occurrences that transpired while the Executive was employed by the Company or any of its Affiliates. The Company shall reimburse the Executive for all out-of-pocket costs and expenses incurred in connection with the Executive's performance under this Section 10(c), including, but not limited to, reasonable attorneys' fees and costs.

(d) The Company shall maintain in full force and effect a policy, consistent with industry standards for similarly situated publicly traded companies, for indemnification of executive employees, including the Executive, from and against liability or cost arising out of or associated with an action or proceeding to procure a judgment against the Executive by reason of the fact that the Executive is or was an officer, director or employee of the Company.

11. **Effect of "Specified Employee" Status of Separation Payments**. Notwithstanding any provision of this Agreement, if the Executive is a "specified employee" within the meaning of Section 409A(a)(2)(B)(i) of the Code at the time the Executive's separation from service and any payments or benefits which the Executive is or becomes entitled under this Agreement are treated as being made on account of the Executive's separation from service within the meaning of Section 409A(a)(2)(A)(i) of the Code, such amounts (to the extent constituting compensation subject to Section 409A of the Code) shall be provided to the Executive on the first business day of the seventh month commencing after the month during which the Executive separates from service; provided however that if the Executive's entitlement to such amounts is due solely to involuntary separation from service within the meaning of Treasury Regulation Sections 1.409A-1(b)(9)(iii) and 1.409A-1(n):

(a) The Executive shall be entitled to receive the portion (up to 100%) of such amount, regardless of the Executive's status as a "specified employee," that does not exceed two times the lesser of (x) the sum of the Executive's annualized compensation based on the annual rate of pay for services provided to the Bank for the taxable year of the Executive preceding the taxable year of the Executive in which the Executive separates from service (adjusted for any increase during that year that was expected to continue indefinitely if the Executive's employment had not terminated), or (y) the maximum amount that may be taken into account under a qualified plan pursuant to Section 401(a)(17) of the Code for the year in which the Executive separates from service; and

(b) Any portion of the benefit payable under this Agreement upon separation from service that is in excess of the amount described in the preceding clause (i) shall be paid to the Executive on the first business day of the seventh month commencing after the month during which the Executive's employment terminates.

12. **280G Cap**. In no event shall any of the payments and benefits to be made, or provided, to Executive pursuant to this Agreement and other payments or benefits, if applicable, to be made, or provided, to the Executive in connection with an event described in Section 280G(b)(2)(A)(i) of the Code (collectively referred to as the "Change in Control Benefits") including, to the extent applicable, payments or benefits to which the Executive is entitled upon a Change of Control as defined in Section 4.2(c), constitute, in the aggregate, a "parachute payment" under Section 280G of the Code. If the Change in Control Benefits result in a "parachute payment" under Code Section 280G, the Change in Control Benefits shall be reduced to an amount, the value of which is $1.00 less than an amount equal to three (3) times Executive's "base amount" as determined in accordance with Section 280G of the Code.

13. **Entire Agreement**. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and thereof and supersedes and cancels any and all previous agreements, written and oral, regarding the subject matter hereof between the parties hereto. This Agreement shall not be changed, altered, modified or amended, except by a written agreement signed by both parties hereto.

14. **Notices**. All notices, requests, demands and other communications called for or contemplated hereunder shall be in writing and shall be deemed to have been given when delivered to the party to whom addressed or when sent by telecopy (if promptly confirmed by registered or certified mail, return receipt requested, prepaid and addressed) to the parties, their successors in interest, or their assignees at the following addresses, or at such other addresses as the parties may designate by written notice in the manner aforesaid:

(a) to the Company at:

Ekso Bionics Holdings, Inc.
1414 Harbour Way South, Suite 1201
Richmond, CA 94804

Attn: Nathan Harding, CEO
Fax: +1-510-927-2647

with a copy to:

Nutter McClennen & Fish LLP
155 Seaport Boulevard
Boston, MA 02210

Attn: Michelle L. Basil, Esq.
Facsimile: +1- 617-310-9477

(b) to the Executive at:

Max Scheder-Bieschin
549 Sycamore Lane
Cotati, CA 94931

All such notices, requests and other communications will (i) if delivered personally to the address as provided in this Section, be deemed given upon delivery, (ii) if delivered by facsimile transmission to the facsimile number as provided for in this Section, be deemed given upon facsimile confirmation, (iii) if delivered by mail in the manner described above to the address as provided for in this Section 14, be deemed given on the earlier of the third business day following mailing or upon receipt and (iv) if delivered by overnight courier to the address as provided in this Section, be deemed given on the earlier of the first business day following the date sent by such overnight courier or upon receipt (in each case regardless of whether such notice, request or other communication is received by any other person to whom a copy of such notice is to be delivered pursuant to this Section). Either party may, by notice given to the other party in accordance with this Section, designate another address or person for receipt of notices hereunder.

15. **Severability**. If any term or provision of this Agreement, or the application thereof to any person or under any circumstance, shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such terms to the persons or under circumstances other than those as to which it is invalid or unenforceable, shall be considered severable and shall not be affected thereby, and each term of this Agreement shall be valid and enforceable to the fullest extent permitted by law. The invalid or unenforceable provisions shall, to the extent permitted by law, be deemed amended and given such interpretation as to achieve the economic intent of this Agreement.

16. **Waiver**. The failure of any party to insist in any one instance or more upon strict performance of any of the terms and conditions hereof, or to exercise any right or privilege herein conferred, shall not be construed as a waiver of such terms, conditions, rights or privileges, but same shall continue to remain in full force and effect. Any waiver by any party of any violation of, breach of or default under any provision of this Agreement by the other party shall not be construed as, or constitute, a continuing waiver of such provision, or waiver of any other violation of, breach of or default under any other provision of this Agreement.

17. **Successors and Assigns**. Neither the Company nor the Executive may make any assignment of this Agreement or any interest herein, by operation of law or otherwise, without the prior written consent of the other; *provided, however*, that the Company may assign its rights and obligations under this Agreement without the consent of the Executive in the event that the Company shall hereafter effect a reorganization, or consolidate with or merge into any other person or entity, or transfer all or substantially all of its properties or assets to any other person or entity. This Agreement shall inure to the benefit of and be binding upon the Company and the Executive, and their respective successors, executors, administrators, heirs and permitted assigns.

18. **Counterparts**. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Additionally, a facsimile counterpart of this Agreement shall have the same effect as an originally executed counterpart.

19. **Headings**. Headings in this Agreement are for reference purposes only and shall not be deemed to have any substantive effect.

20. **Opportunity to Seek Advice**. The Executive acknowledges and confirms that he has had the opportunity to seek such legal, financial and other advice and representation as he has deemed appropriate in connection with this Agreement, that the Executive is fully aware of its legal effect, and that Executive has entered into it freely based on the Executive's judgment and not on any representations or promises other than those contained in this Agreement.

21. **Withholding and Payroll Practices**. All salary, severance payments, bonuses or benefits payments made by the Company under this Agreement shall be net of any tax or other amounts required to be withheld by the Company under applicable law and shall be paid in the ordinary course pursuant to the Company's then existing payroll practices.

22. **Attorney's Fees**. In the event that either party seeks to enforce its rights under this Agreement before a court of competent jurisdiction with respect to such enforcement action and prevails in such enforcement action, than the prevailing party shall be entitled to reasonable attorney's fees and court costs associated with such enforcement action. Without limiting the foregoing, the preceding sentence shall apply without regard to whether the prevailing party is a plaintiff or defendant in an enforcement action.

23. **Effect of Termination**. Upon termination of this Agreement, all obligations and provisions of this Agreement shall terminate except with respect to any accrued and unpaid monetary obligation and except for the provisions of Section 5 through (and inclusive of) 21 hereof.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year set forth above.

EKSO BIONICS HOLDINGS, INC.

/s/ Steven Sherman

By: Steven Sherman

Title: Chairman

MAX SCHEDER-BIESCHIN

/s/ Max Scheder-Bieschin

Exhibit 10.17

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (the "Agreement"), made as of this 15th day of January, 2014, is entered into by Ekso Bionics Holdings, Inc., a Nevada corporation (the "Company"), and Russ Angold, residing at 38 Renwood Land, American Canyon, CA 94503 the "Executive").

WHEREAS, in connection with and as a condition to the consummation of the transactions contemplated by that certain Agreement and Plan of Merger and Reorganization by and among the Company, Ekso Acquisition Corp., a wholly-owned subsidiary of the Company, and Ekso Bionics, Inc., a Delaware corporation, the Company and the Executive have agreed to enter into an employment agreement on the terms and conditions set forth herein and are willing to execute this Agreement and to be bound by the provisions hereof.

NOW, THEREFORE, the Company desires to employ the Executive, and the Executive desires to be employed by the Company. In consideration of the mutual covenants and promises contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Employment Period**. The term of the Executive's employment by the Company (directly or through its subsidiary Ekso Bionics, Inc.) pursuant to this Agreement shall commence on January 15, 2014 (the "Effective Date") and continue until January 15, 2016 (such period, as it may be extended, the "Employment Period"), unless sooner terminated in accordance with the provisions of Section 4. After the initial two-year term, this Agreement shall be automatically renewed for successive one year periods unless terminated by a party on at least thirty (30) days written notice prior to the end of the then-current term.

2. **Title; Capacity**.

2.1 The Executive shall serve as Chief Technology Officer of the Company. The Executive shall be subject to the supervision of, and shall have such authority as is delegated to the Executive by, the Chief Executive Officer of the Company (the "CEO"). The Executive hereby accepts such employment and agrees to undertake the duties and responsibilities inherent in such position and such other duties and responsibilities as the CEO and/or the Board of Directors of the Company (the "Board") shall from time to time reasonably assign to the Executive.

2.2 The Executive shall be based at the Company's headquarters in Richmond, California, any other location within twenty-five miles of the Company's headquarters as of the Effective Date, or such other place or places as the CEO and Executive shall mutually agree. The parties acknowledge that the Executive may be required to travel in connection with the performance of his duties hereunder.

2.3 The Executive recognizes that during the period of the Executive's employment hereunder, Executive owes an undivided duty of loyalty to the Company, and the Executive will use the Executive's good faith efforts to promote and develop the business of the Company and its subsidiaries (the Company's subsidiaries from time to time, together with any other affiliates of the Company, the "Affiliates"). The Executive shall devote all of the Executive's business time, attention and skills to the performance of Executive's services as an executive of the Company. Recognizing and acknowledging that it is essential for the protection and enhancement of the name and business of the Company and the goodwill pertaining thereto, Executive shall perform the Executive's duties under this Agreement professionally, in accordance with the applicable laws, rules and regulations and such standards, policies and procedures established by the Company and the industry from time to time.

2.4 Notwithstanding the foregoing, the Executive (i) may devote a reasonable amount of his time to civic, community, or charitable activities, (ii) may devote a reasonable amount of time to investing the Executive's personal assets in such a manner as will not require significant services to be rendered by the Executive in the operation of the affairs of the companies in which investments are made, and (iii) may serve as a member of the Board of Directors or equivalent body of such companies and other organizations as are disclosed by the Executive to, and approved by, the CEO or the Board, in each case so long as the Executive's responsibilities with respect thereto do not conflict or interfere with the faithful performance of his duties to the Company.

3. **Compensation and Benefits**.

3.1 Salary. The Company shall pay the Executive, in periodic installments in accordance with the Company's customary payroll practices, an annual base salary at the rate of $225,000 per year during the Employment Period (the "Base Salary"). Such Base Salary shall be subject to increase following the date hereof as determined by the CEO or the Board.

3.2 Bonus. The Executive shall be eligible to receive an annual bonus (the "Annual Bonus") in an amount up to thirty percent (30%) of his then annual base salary. The Executive's Annual Bonus (if any) shall be in such amount as the CEO or the Board may determine in their respective discretion. The CEO and/or Board may or may not determine that all or any portion of the Annual Bonus shall be earned upon the achievement of operational, financial or other milestones ("Milestones") established by the CEO or Board in consultation with the Executive and that all or any portion of any Annual Bonus shall be paid in cash, securities or other property. Any Annual Bonus awarded by the CEO or Board to the Executive pursuant to this Section 3.2 shall be paid not later than March 15 after the calendar year to which it relates. The Executive shall be eligible to participate in any other bonus or incentive program established by the Company for executives of the Company.

3.3 Insurance and Other Benefits. During the Employment Period, the Executive and the Executive's dependents shall be entitled to participate in any employee benefit plans, whether or not funded by means of insurance, subject to the same terms and conditions applicable to other employees, as the same may be adopted and/or amended from time to time (the "Benefits"). The Executive shall be bound by all of the policies and procedures relating to Benefits established by the Company from time to time.

3.4 Vacation; Personal Days. During the Employment Period, the Executive shall be eligible to accrue and use paid vacation leave in accordance with and subject to the terms of the Company's written vacation policy for management employees, as in effect from time to time. The Executive shall be entitled to paid personal days on a basis consistent with the Company's other senior executives, as determined by the CEO or the Board.

3.5 Reimbursement of Expenses. The Company shall reimburse the Executive for all reasonable travel, entertainment and other expenses incurred or paid by the Executive in connection with, or related to, the performance of his duties, responsibilities or services under this Agreement, in accordance with policies and procedures, and subject to limitations, adopted by the Company from time to time (which policies, procedures and limitations shall comply with the requirements of Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"), or qualify for exemption from said Section 409A.

3.6 Stock Options. The Company agrees to grant to the Executive simultaneous with its execution of this Agreement an option under the Company's 2014 Equity Incentive Plan (the "EIP") to purchase Three Hundred Thousand (300,000) shares of Common Stock of the Company (the "Option"). The Option shall be issued in the form of a non-qualified stock option; and the exercise price shall be equal to the fair market value of the Common Stock on the date such grant. The Option shall become exercisable with respect to one fourth (1/4) of the shares of Common Stock covered thereby on the first anniversary of the Effective Date provided the Executive is then employed by the Company (except as otherwise provided under Section 4), and with respect to an additional one forty-eighth (1/48) of the shares of Common Stock covered by the Option at the end of each month thereafter during the Executive's employment, so that the Option shall be exercisable in full on January 15, 2018, subject to the Executive's continued service with the Company throughout this four year period (except as otherwise provided in Section 4). Notwithstanding the foregoing, subject to Section 12 of this Agreement, in the event of a Change of Control (as hereinafter defined), the Option and the Executive's other Equity Awards (as hereinafter defined) that would first have become vested or exercisable after the effective date of such Change of Control if the Executive continued to be employed by the Company shall become fully vested and exercisable as of the effective date of such Change of Control.

3.7 Withholding. All salary, bonus and other compensation payable to the Executive shall be subject to applicable withholding and reporting for taxes.

4. **Termination of Employment; Compensation Due Upon Employment Termination**. The Executive's employment with the Company shall be entirely "at-will," meaning that either the Executive or the Company may terminate such employment relationship, at any time for any reason or for no reason at all, by delivery of written notice of employment termination to the other party subject to the post-employment restrictions and covenants set forth in this Agreement including such restrictions and covenants set forth in Sections 5, 6 and 7. As used in the this Agreement, termination of employment shall have the meaning ascribed to "separation from service" under Section 409A of the Code and Treasury Regulations promulgated thereunder, including Treas. Reg. Sec. 1.409A-1(h)(1). The Executive's right to compensation for periods after the date his employment with the Company terminates shall be determined in accordance with the provisions of paragraphs 4.1 through 4.6 below:

4.1 Voluntary Termination: Resignation By The Executive. The Executive may terminate his employment at any time upon thirty (30) days prior written notice to the Company. In the event that the Executive terminates employment other than for Good Reason (as defined below), the Company shall have no obligation to (i) make payments to the Executive in accordance with the provisions of Section 3 except for the payment of the Executive's Base Salary earned, but unpaid, through the date of the Executive's separation, or (ii) except as otherwise required by applicable law or the terms of any Benefits plan, to provide the benefits described in Section 3 for periods after the date on which the Executive's employment with the Company terminates.

4.2 Termination By The Executive For Good Reason.

(a) The Executive may terminate his employment under this Agreement at any time for Good Reason, as hereinafter defined. In the event of termination under this Section 4.2, the Executive shall be entitled to receive all amounts payable upon termination under Section 4.1 and, subject to the Executive's continued compliance with Sections 5, 6 and 7 of this Agreement, in addition to such amounts:

(1) the Company shall pay to the Executive severance in the form of salary continuation at the Executive's Base Salary rate in effect on the date the Executive's employment termination, subject to the Company's regular payroll practices and required withholdings, for a period of twelve (12) months commencing on the effective date of termination of employment (the "Severance Period"); and

(2) if and to the extent the Milestones are achieved for the Annual Bonus for the year in which the Severance Period commences (or, in the absence of Milestones, the CEO and/or Board has, in their respective discretion, otherwise determined an amount for the Executive's Annual Bonus for such year), the Company shall pay to the Executive an amount equal to such Annual Bonus pro rated for the portion of the performance year completed before the Executive's employment terminated, such payment to be made on the date such Annual Bonus would have been payable to the Executive had the Executive remained employed by the Company;

(3) any of the Executive's stock options, restricted stock or similar incentive equity instruments (collectively, "Equity Awards"), including the Options, that would first have become vested or exercisable during the Severance Period if the Executive continued to be employed by the Company shall become vested and exercisable upon the Executive's employment termination, and all exercisable Equity Awards (including those with accelerated exercisability pursuant to this clause (3)) shall remain exercisable until the expiration of the Severance Period or, if earlier, until the latest date upon which the Equity Awards could have been exercised in any circumstance under the original award (the "Latest Expiration Date"), and to the extent that the terms of any Equity Award are inconsistent with this clause (3), the terms of this clause (3) shall control, provided, however that nothing herein shall alter an Equity Award's Latest Expiration Date; and

(4) for the duration of the Severance Period, the Executive shall continue to be eligible to participate in (i) the Company's group health plan on the same terms applicable to similarly situated active employees during the Severance Period provided the Executive was participating in such plan immediately prior to the date of employment termination and provided further that the terms of such plan do not prohibit such coverage continuation; and (ii) each other Benefit program to the extent permitted under the terms of such program.

(b) Except as hereinabove provided, the Executive shall have no further rights under this Agreement or otherwise to receive any other compensation or benefits after such termination for Good Reason. For the purposes of this Agreement, "Good Reason" shall mean any of the following (without Executive's express written consent):

(1) the assignment to the Executive of duties that are significantly different from, and that result in a substantial diminution of, the duties that he assumed on the Effective Date;

(2) removal of the Executive from his position as indicated in Section 2, or the assignment to the Executive of duties that are significantly different from, and that result in a substantial diminution of, the duties that he assumed under this Agreement, within twelve (12) months after a Change of Control (as defined below);

(3) a material reduction by the Company in the Executive's then applicable Base Salary or other compensation, unless said reduction is pari passu with other senior executives of the Company;

(4) the taking of any action by the Company that would, directly or indirectly, materially reduce the Executive's benefits, unless said reductions are pari passu with other senior executives of the Company;

(5) the Company's written notice to the Executive of its determination to terminate this Agreement upon expiration of the then-current term; or

(6) a breach by the Company of any material term of this Agreement that is not cured by the Company within thirty (30) days following receipt by the Company of written notice thereof.

The foregoing shall be interpreted in a manner consistent with the provisions of Treasury Regulations Section 1.409A-1(n)(2)(i) such that the circumstances under which the Executive may separate from service pursuant to this Section 4.5 shall cause such separation to be treated as "involuntary" for purposes of Section 409A of the Code. Without limiting the foregoing, the Executive shall provide written notice to the Company of any fact or circumstance that the Executive believes constitutes or may constitute "Good Reason" within five (5) business days after such fact or circumstance arises and provide the Company with a reasonable opportunity to cure any such fact or circumstance.

(c) For purposes of this Agreement, "Change of Control" shall mean the occurrence of any one or more of the following: (a) the accumulation, whether directly, indirectly, beneficially or of record, by any individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934, as amended (the "Exchange Act")) of 50% or more of the shares of the outstanding equity securities of the Company other than in a transaction by any individual, entity or group that immediately prior to the effective date of such transaction, owned at least 50% of such share, (b) a merger or consolidation of the Company in which the Company does not survive as an independent company or upon the consummation of which the holders of the Company's outstanding equity securities prior to such merger or consolidation own less than 50% of the outstanding equity securities of the Company after such merger or consolidation, (c) a sale of all or substantially all of the assets of the Company, or (d) a change in the composition of the Board such that a majority of Board members is replaced during any 12-month period by individuals whose appointment or election is not endorsed by a majority of the members of the Board before the date of the appointment or election; provided, however, that the following acquisitions shall not constitute a Change of Control for the purposes of this Agreement: (i) any acquisitions of common stock or securities convertible into common stock directly from the Company, or (ii) any acquisition of common stock or securities convertible into common stock by any employee benefit plan (or related trust) sponsored by or maintained by the Company.

4.3 Termination By The Company Without Cause. If the Executive's employment is terminated by the Company without Cause (as defined below), the Executive shall be entitled to the payments and benefits provided in the event of termination under Section 4.2. If, following a termination of employment without Cause, the Executive breaches the provisions of Sections 5, 6 or 7 hereof, the Executive shall not be eligible, as of the date of such breach, for the payments and benefits described in Section 4.2 (other than the payments and benefits, if any, required under Section 4.1), and any and all obligations and agreements of the Company with respect to such payments and benefits shall thereupon cease.

4.4 Termination By The Company for Cause. Upon written notice to the Executive, the Company may terminate the Executive's employment for "Cause" if any of the following events shall occur:

(a) any act or omission that constitutes a material breach by the Executive of any of his obligations under this Agreement;

(b) the willful and continued failure or refusal of the Executive to satisfactorily perform the duties reasonably required of him as an employee of the Company, which failure or refusal continues for more than thirty (30) days after notice given to the Executive, such notice to set forth in reasonable detail the nature of such failure or refusal;

(c) the Executive's conviction of, or plea of *nolo contendere* to, (i) any felony or (ii) a crime involving dishonesty or misappropriation or which could reflect negatively upon the Company or otherwise impair or impede its operations;

(d) the Executive's engaging in any misconduct, gross negligence, act of dishonesty (including, without limitation, theft or embezzlement), violence, threat of violence or any activity that could result in any material violation of federal securities laws, in each case, that is injurious to the Company or any of its Affiliates;

(e) the Executive's material breach of a written policy of the Company or the rules of any governmental or regulatory body applicable to the Company;

(f) the Executive's refusal to follow the directions of the CEO or the Board, unless such directions are, in the written opinion of legal counsel, illegal or in violation of applicable regulations; or

(g) any other willful misconduct by the Executive which is materially injurious to the financial condition or business reputation of the Company or any of its Affiliates.

In the event Executive is terminated for Cause, the Company shall have no obligation to make payments to Executive in accordance with the provisions of Section 3, or, except as otherwise required by law, to provide the benefits described in Section 3, for periods after the Executive's employment with the Company is terminated on account of the Executive's discharge for Cause except for amounts payable pursuant to Section 4.1.

4.5 Non-Performance by the Executive. Without limiting the rights of the Company or the Executive under Sections 4.1, 4.3 or 4.4 to terminate the Executive's employment, in the event that the Executive fails or refuses to discharge his duties to the Company for a period of ninety (90) consecutive calendar days (excluding period of paid vacation leave), then the Executive shall be deemed to have resigned from employment without Good Reason effective as of the first day of such 90-day period, and the Executive's rights upon such separation from service shall be determined in accordance with Section 4.1; provided, however, that if such failure is due to the Executive's disability, as hereinafter defined, then the Executive's entitlement to compensation and benefits during and after such period, and to reinstatement upon or after the completion of such period, shall be governed by the Company's employee benefit plans and personnel policies with respect to disability-based leaves of absence by management employees including, without limitation, the Company's policies with respect to accommodation of qualified individuals with disabilities and Benefit plans, if any, providing short-term or long-term disability benefits. For purposes of this Agreement, the term "disability" means any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than twelve (12) months that: (a) renders the Executive unable to engage in any substantial gainful activity, or (b) causes the Executive to receive income replacement benefits for a period of not less than three (3) months under an accident and health plan of the Company covering the Executive. The effective date of an individual's disability shall be the earliest of (x) the first day for which the Executive is eligible to receive income replacement benefits under the Company's short-term disability plan based on an absence from work due to the impairment later determined (for purposes of this Section 4.3) to be a disability, (y) the first date on which the impairment later determined (for purposes of this Section 4.3) to constitute a disability caused the Executive to be absent from work, or (z) the commencement date, for purposes of the Company's long-term disability benefits plan, of the impairment later determined (for purposes of this Section 4.3) to constitute a disability. A determination of disability within the meaning of the preceding clause "(a)" shall be made by a physician satisfactory to both the Executive and the Company; provided, however, that if the Executive and the Company do not agree on a physician, the Executive and the Company shall each select a physician and those two physicians together shall select a third physician, whose determination as to a Permanent Disability shall be binding on all parties. In no event shall the payments to which the Executive is entitled (including payments under any disability or income replacement plan maintained by the Company) if he separates from service due to disability within ninety (90) days following the effective date of such disability be less than an amount equal to the then applicable Base Salary for the Severance Period, payable in the form of salary continuation for the applicable Severance Period.

4.6 Death. The Executive's employment hereunder shall terminate upon the death of the Executive. The Company shall have no obligation to make payments to the Executive in accordance with the provisions of Section 3, or, except as otherwise required by law or the terms of any applicable benefit plan, to provide the benefits described in Section 3 for periods after the date of the Executive's death except for then applicable Base Salary earned, but unpaid, through the date of death (and, if applicable, compensation required under applicable state law to be paid upon employment termination), payable to the Executive's beneficiary, as the Executive shall have indicated in writing to the Company (or if no such beneficiary has been designated, to Executive's estate).

4.7 Notice of Termination. Any termination of employment by the Company or the Executive shall be communicated by a written "Notice of Termination" to the other party hereto given in accordance with Section 14 of this Agreement. In the event of a termination by the Company for Cause, the Notice of Termination shall (a) indicate the specific termination provision in this Agreement relied upon, (b) set forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of the Executive's employment under the provision so indicated and (c) specify the effective date of termination if other than the date of such notice, provided that the effective date of employment termination may not be earlier than the date of such notice. The failure by the Executive or the Company to set forth in the Notice of Termination any fact or circumstance which contributes to a showing of Cause shall not waive any right of the Executive or the Company, respectively, hereunder or preclude the Executive or the Company, respectively, from asserting such fact or circumstance in enforcing the Executive's or the Company's rights hereunder.

4.7 Resignation from Directorships and Officerships. The termination of the Executive's employment for any reason will constitute the Executive's resignation from (a) any director, officer or employee position the Executive has with the Company or any of its Affiliates, and (b) all fiduciary positions (including as a trustee) the Executive holds with respect to any employee benefit plans or trusts established by the Company. The Executive agrees that this Agreement shall serve as written notice of resignation in this circumstance, unless otherwise required by any plan or applicable law.

5. **Interference with Business; Use of Confidential or Proprietary Information**.

5.1 During the Employment Period and for a period of twelve (12) months following termination of the Executive's employment with the Company, the Executive shall not interfere with the business of the Company by soliciting, or attempting to recruit, persuade, solicit or hire, any employee or independent contractor of, or consultant to, the Company and/or its Affiliates, to leave the employment thereof (or service provider relationship thereto), whether or not any such employee, independent contractor or consultant is party to a written agreement.

5.2 At no time shall the Executive use or disclose Confidential Information, as defined in Section 7, to communicate with or in the course of communications with any customer or client of the Company or any of its Affiliates, with whom the Company or any of its Affiliates had significant contact during the term of this Agreement, provided however that the foregoing shall not prevent the Executive from using Confidential Information for the benefit of the Company during the term of the Executive's employment with the Company.

5.3 The Executive shall execute and comply with the terms of such restrictive covenants as the Company may request from its executive and management employees from time to time on a reasonable and uniform basis including, without limitation, the terms of the Employee Invention Assignment and Confidentiality Agreement in the form or substantially the form appended to this Agreement as Appendix A.

5.4 The Executive recognizes and agrees that because a violation by the Executive of his obligations under this Section will cause irreparable harm to the Company that would be difficult to quantify and for which money damages would be inadequate, the Company shall have the right to injunctive relief to prevent or restrain any such violation, without the necessity of posting a bond or demonstrating actual damages.

5.5 The Executive expressly agrees that the character, duration and scope of the covenants set forth in Section 5.1, 5.2, and in Appendix A are reasonable in light of the circumstances as they exist at the date upon which this Agreement has been executed. However, should a determination nonetheless be made by a court of competent jurisdiction at a later date that the character or duration of such covenants are unreasonable in light of the circumstances as they then exist, then it is the intention of the Executive, on the one hand, and the Company, on the other, that such covenants shall be construed by the court in such a manner as to impose only those restrictions on the conduct of the Executive which are reasonable in light of the circumstances as they then exist and necessary to assure the Company of the intended benefit of the covenant.

6. **Inventions and Patents**. The Executive acknowledges that all inventions, innovations, improvements, know-how, plans, development, methods, designs, analyses, specifications, software, drawings, reports and all similar or related information (whether or not patentable or reduced to practice) which related to any of the Company's actual or proposed business activities and which are created, designed or conceived, developed or made by the Executive during the Executive's past or future employment by the Company or any Affiliates, or any predecessor thereof ("Work Product"), belong to the Company, or its Affiliates, as applicable. Any copyrightable work falling within the definition of Work Product shall be deemed a "work made for hire" and ownership of all right title and interest shall rest in the Company. The Executive hereby irrevocably assigns, transfers and conveys, to the full extent permitted by law, all right, title and interest in the Work Product, on a worldwide basis, to the Company to the extent ownership of any such rights does not automatically vest in the Company under applicable law. The Executive will promptly disclose any such Work Product to the Company and perform all actions requested by the Company (whether during or after employment) to establish and confirm ownership of such Work Product by the Company (including, without limitation, assignments, consents, powers of attorney and other instruments). The obligations of this Section 6 shall be in additions to any obligations imposed under instruments executed by the Executive pursuant to Section 5.3.

7. **Confidentiality**.

7.1 The Executive understands that the Company and/or its Affiliates, from time to time, may impart to the Executive Confidential Information, as hereinafter defined, whether such information is written, oral, electronic or graphic.

7.2 For purposes of this Agreement, "Confidential Information" means information, which is used in the business of the Company or its Affiliates and (a) is proprietary to, about or created by the Company or its Affiliates, (b) gives the Company or its Affiliates some competitive business advantage or the opportunity of obtaining such advantage or the disclosure of which could be detrimental to the interests of the Company or its Affiliates, (c) is designated as confidential information by the Company or its Affiliates, is known by the Executive to be considered confidential by the Company or its Affiliates, or from all the relevant circumstances should reasonably be assumed by the Executive to be confidential and proprietary to the Company or its Affiliates, or (d) is not generally known by non-Company personnel. Such Confidential Information includes, without limitation, the following types of information and other information of a similar nature (whether or not reduced to writing or designated as confidential):

(i) internal personnel and financial information of the Company or its Affiliates, vendor information (including vendor characteristics, services, prices, lists and agreements), purchasing and internal cost information, internal service and operational manuals, and the manner and methods of conducting the business of the Company or its Affiliates;

(ii) marketing and development plans, price and cost data, price and fee amounts, pricing and billing policies, bidding, quoting procedures, marketing techniques, forecasts and forecast assumptions and volumes, and future plans and potential strategies of the Company or its Affiliates which have been or are being discussed;

(iii) names of customers and their representatives, contracts (including their contents and parties), customer services, and the type, quantity, specifications and content of products and services purchased, leased, licensed or received by customers of the Company or its Affiliates; and

(iv) confidential and proprietary information provided to the Company or its Affiliates by any actual or potential customer, government agency or other third party (including businesses, consultants and other entities and individuals).

The Executive hereby acknowledges the Company's exclusive ownership of such Confidential Information.

7.3 The Executive agrees as follows: (1) only to use the Confidential Information to provide services to the Company and its Affiliates; (2) only to communicate the Confidential Information to fellow employees, and agents and representatives of the Company and its Affiliates on a need-to-know basis; and (3) not to otherwise disclose or use any Confidential Information, except as may be required by law or otherwise authorized by the CEO or the Board. Upon demand by the Company or upon termination of the Executive's employment, the Executive will deliver to the Company all manuals, photographs, recordings and any other instrument or device by which, through which or on which Confidential Information has been recorded and/or preserved, which are in the Executive's possession, custody or control.

7.4 The Executive's obligations under this Section 7 shall be in addition to his obligations under (i) any instruments executed by the Executive pursuant to Section 5.3, and/or (ii) any policy of general application to employees or limited application to executive or management employees established by the Company and as in effect from time to time with respect to confidential information and the Executive agrees to comply with all such policies as a condition of employment.

8. **Executive's Representation**. The Executive hereby represents that the Executive's entry into this Agreement and performance of the services hereunder will not violate the terms or conditions of any other agreement to which the Executive is a party.

9. **Governing Law/Jurisdiction**. This Agreement shall be governed by and construed in accordance with the laws of the State of California (without reference to the conflicts of laws provisions thereof). Any action, suit or other legal proceeding arising under or relating to any provision of this Agreement shall be commenced only in a court of the County of Contra Costa, State of California (or, if appropriate, a federal court located within California and having jurisdiction of the area including Contra Costa County), and the Company and the Executive each consents to the jurisdiction of such a court. The Company and the Executive each hereby irrevocably waive any right to a trial by jury in any action, suit or other legal proceeding arising under or relating to any provision of this Agreement.

10. **Public Company Obligations; Litigation and Regulatory Cooperation; Indemnification**.

(a) Executive acknowledges that the Company is a public company shares of whose common stock have been registered under the US Securities Act of 1933, as amended (the "Securities Act"), and whose common stock is or will be registered under the Exchange Act, and that this Agreement will be subject to the public filing requirements of the Exchange Act. In addition, both parties acknowledge that the Executive's compensation and perquisites (each as determined by the rules of the US Securities and Exchange Commission (the "SEC") or any other regulatory body or exchange having jurisdiction) (which may include benefits or regular or occasional aid/assistance, such as recreation, club memberships, meals, education for his family, vehicle, lodging or clothing, occasional bonuses or anything else he receives, during the Employment Period, in cash or in kind) paid or payable or received or receivable under this Agreement or otherwise, and his transactions and other dealings with the Company, will be required to be publicly disclosed.

(b) Executive acknowledges and agrees that the applicable insider trading rules, transaction reporting rules, limitations on disclosure of non-public information and other requirements set forth in the Securities Act, the Exchange Act and rules and regulations promulgated by the SEC may apply to this Agreement and Executive's employment with the Company.

(c) During and after the Employment Period, the Executive shall reasonably cooperate with the Company in the defense or prosecution of any claims now in existence or which may be brought in the future against or on behalf of the Company or any Affiliates that relate to events or occurrences that transpired while the Executive was employed by the Company or any Affiliates; provided, however, that such cooperation shall not materially and adversely affect the Executive or expose the Executive to an increased probability of civil or criminal litigation. The Executive's cooperation in connection with such claims or actions shall include, but not be limited to, being available to meet with counsel to prepare for discovery or trial and to act as a witness on behalf of the Company or any of its Affiliates at mutually convenient times. During and after the Employment Period, the Executive also shall cooperate fully with the Company in connection with any investigation or review of any federal, state or local regulatory authority as any such investigation or review relates to events or occurrences that transpired while the Executive was employed by the Company or any of its Affiliates. The Company shall reimburse the Executive for all out-of-pocket costs and expenses incurred in connection with the Executive's performance under this Section 10(c), including, but not limited to, reasonable attorneys' fees and costs.

(d) The Company shall maintain in full force and effect a policy, consistent with industry standards for similarly situated publicly traded companies, for indemnification of executive employees, including the Executive, from and against liability or cost arising out of or associated with an action or proceeding to procure a judgment against the Executive by reason of the fact that the Executive is or was an officer, director or employee of the Company.

11. **Effect of "Specified Employee" Status of Separation Payments**. Notwithstanding any provision of this Agreement, if the Executive is a "specified employee" within the meaning of Section 409A(a)(2)(B)(i) of the Code at the time the Executive's separation from service and any payments or benefits which the Executive is or becomes entitled under this Agreement are treated as being made on account of the Executive's separation from service within the meaning of Section 409A(a)(2)(A)(i) of the Code, such amounts (to the extent constituting compensation subject to Section 409A of the Code) shall be provided to the Executive on the first business day of the seventh month commencing after the month during which the Executive separates from service; provided however that if the Executive's entitlement to such amounts is due solely to involuntary separation from service within the meaning of Treasury Regulation Sections 1.409A-1(b)(9)(iii) and 1.409A-1(n):

(a) The Executive shall be entitled to receive the portion (up to 100%) of such amount, regardless of the Executive's status as a "specified employee," that does not exceed two times the lesser of (x) the sum of the Executive's annualized compensation based on the annual rate of pay for services provided to the Bank for the taxable year of the Executive preceding the taxable year of the Executive in which the Executive separates from service (adjusted for any increase during that year that was expected to continue indefinitely if the Executive's employment had not terminated), or (y) the maximum amount that may be taken into account under a qualified plan pursuant to Section 401(a)(17) of the Code for the year in which the Executive separates from service; and

(b) Any portion of the benefit payable under this Agreement upon separation from service that is in excess of the amount described in the preceding clause (i) shall be paid to the Executive on the first business day of the seventh month commencing after the month during which the Executive's employment terminates.

12. **280G Cap**. In no event shall any of the payments and benefits to be made, or provided, to Executive pursuant to this Agreement and other payments or benefits, if applicable, to be made, or provided, to the Executive in connection with an event described in Section 280G(b)(2)(A)(i) of the Code (collectively referred to as the "Change in Control Benefits") including, to the extent applicable, payments or benefits to which the Executive is entitled upon a Change of Control as defined in Section 4.2(c), constitute, in the aggregate, a "parachute payment" under Section 280G of the Code. If the Change in Control Benefits result in a "parachute payment" under Code Section 280G, the Change in Control Benefits shall be reduced to an amount, the value of which is $1.00 less than an amount equal to three (3) times Executive's "base amount" as determined in accordance with Section 280G of the Code.

13. **Entire Agreement**. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and thereof and supersedes and cancels any and all previous agreements, written and oral, regarding the subject matter hereof between the parties hereto. This Agreement shall not be changed, altered, modified or amended, except by a written agreement signed by both parties hereto.

14. **Notices**. All notices, requests, demands and other communications called for or contemplated hereunder shall be in writing and shall be deemed to have been given when delivered to the party to whom addressed or when sent by telecopy (if promptly confirmed by registered or certified mail, return receipt requested, prepaid and addressed) to the parties, their successors in interest, or their assignees at the following addresses, or at such other addresses as the parties may designate by written notice in the manner aforesaid:

(a) to the Company at:

Ekso Bionics Holdings, Inc.
1414 Harbour Way South, Suite 1201
Richmond, CA 94804

Attn: Nathan Harding, CEO
Fax: +1-510-927-2647

with a copy to:

Nutter McClennen & Fish LLP
155 Seaport Boulevard
Boston, MA 02210

Attn: Michelle L. Basil, Esq.
Facsimile: +1- 617-310-9477

(b) to the Executive at:

Russ Angold
38 Renwood Land
American Canyon, CA 94503

All such notices, requests and other communications will (i) if delivered personally to the address as provided in this Section, be deemed given upon delivery, (ii) if delivered by facsimile transmission to the facsimile number as provided for in this Section, be deemed given upon facsimile confirmation, (iii) if delivered by mail in the manner described above to the address as provided for in this Section 14, be deemed given on the earlier of the third business day following mailing or upon receipt and (iv) if delivered by overnight courier to the address as provided in this Section, be deemed given on the earlier of the first business day following the date sent by such overnight courier or upon receipt (in each case regardless of whether such notice, request or other communication is received by any other person to whom a copy of such notice is to be delivered pursuant to this Section). Either party may, by notice given to the other party in accordance with this Section, designate another address or person for receipt of notices hereunder.

15. **Severability**. If any term or provision of this Agreement, or the application thereof to any person or under any circumstance, shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such terms to the persons or under circumstances other than those as to which it is invalid or unenforceable, shall be considered severable and shall not be affected thereby, and each term of this Agreement shall be valid and enforceable to the fullest extent permitted by law. The invalid or unenforceable provisions shall, to the extent permitted by law, be deemed amended and given such interpretation as to achieve the economic intent of this Agreement.

16. **Waiver**. The failure of any party to insist in any one instance or more upon strict performance of any of the terms and conditions hereof, or to exercise any right or privilege herein conferred, shall not be construed as a waiver of such terms, conditions, rights or privileges, but same shall continue to remain in full force and effect. Any waiver by any party of any violation of, breach of or default under any provision of this Agreement by the other party shall not be construed as, or constitute, a continuing waiver of such provision, or waiver of any other violation of, breach of or default under any other provision of this Agreement.

17. **Successors and Assigns**. Neither the Company nor the Executive may make any assignment of this Agreement or any interest herein, by operation of law or otherwise, without the prior written consent of the other; *provided, however*, that the Company may assign its rights and obligations under this Agreement without the consent of the Executive in the event that the Company shall hereafter effect a reorganization, or consolidate with or merge into any other person or entity, or transfer all or substantially all of its properties or assets to any other person or entity. This Agreement shall inure to the benefit of and be binding upon the Company and the Executive, and their respective successors, executors, administrators, heirs and permitted assigns.

18. **Counterparts**. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Additionally, a facsimile counterpart of this Agreement shall have the same effect as an originally executed counterpart.

19. **Headings**. Headings in this Agreement are for reference purposes only and shall not be deemed to have any substantive effect.

20. **Opportunity to Seek Advice**. The Executive acknowledges and confirms that he has had the opportunity to seek such legal, financial and other advice and representation as he has deemed appropriate in connection with this Agreement, that the Executive is fully aware of its legal effect, and that Executive has entered into it freely based on the Executive's judgment and not on any representations or promises other than those contained in this Agreement.

21. **Withholding and Payroll Practices**. All salary, severance payments, bonuses or benefits payments made by the Company under this Agreement shall be net of any tax or other amounts required to be withheld by the Company under applicable law and shall be paid in the ordinary course pursuant to the Company's then existing payroll practices.

22. **Attorney's Fees**. In the event that either party seeks to enforce its rights under this Agreement before a court of competent jurisdiction with respect to such enforcement action and prevails in such enforcement action, than the prevailing party shall be entitled to reasonable attorney's fees and court costs associated with such enforcement action. Without limiting the foregoing, the preceding sentence shall apply without regard to whether the prevailing party is a plaintiff or defendant in an enforcement action.

23. **Effect of Termination**. Upon termination of this Agreement, all obligations and provisions of this Agreement shall terminate except with respect to any accrued and unpaid monetary obligation and except for the provisions of Section 5 through (and inclusive of) 21 hereof.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year set forth above.

EKSO BIONICS HOLDINGS, INC.

/s/ Steven Sherman

By: Steven Sherman

Title: Chairman

RUSS ANGOLD

/s/ Russ Angold

Exhibit 10.18

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (the "Agreement"), made as of this 15th day of January, 2014, is entered into by Ekso Bionics Holdings, Inc., a Nevada corporation (the "Company"), and Frank Moreman, residing at 432 Cole Street, San Francisco, CA 94117 the "Executive").

WHEREAS, in connection with and as a condition to the consummation of the transactions contemplated by that certain Agreement and Plan of Merger and Reorganization by and among the Company, Ekso Acquisition Corp., a wholly-owned subsidiary of the Company, and Ekso Bionics, Inc., a Delaware corporation, the Company and the Executive have agreed to enter into an employment agreement on the terms and conditions set forth herein and are willing to execute this Agreement and to be bound by the provisions hereof.

NOW, THEREFORE, the Company desires to employ the Executive, and the Executive desires to be employed by the Company. In consideration of the mutual covenants and promises contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Employment Period**. The term of the Executive's employment by the Company (directly or through its subsidiary Ekso Bionics, Inc.) pursuant to this Agreement shall commence on January 15, 2014 (the "Effective Date") and continue until January 15, 2016 (such period, as it may be extended, the "Employment Period"), unless sooner terminated in accordance with the provisions of Section 4. After the initial two-year term, this Agreement shall be automatically renewed for successive one year periods unless terminated by a party on at least thirty (30) days written notice prior to the end of the then-current term.

2. **Title; Capacity**.

2.1 The Executive shall serve as Chief Operating Officer of the Company. The Executive shall be subject to the supervision of, and shall have such authority as is delegated to the Executive by, the Chief Executive Officer of the Company (the "CEO"). The Executive hereby accepts such employment and agrees to undertake the duties and responsibilities inherent in such position and such other duties and responsibilities as the CEO and/or the Board of Directors of the Company (the "Board") shall from time to time reasonably assign to the Executive.

2.2 The Executive shall be based at the Company's headquarters in Richmond, California, any other location within twenty-five miles of the Company's headquarters as of the Effective Date, or such other place or places as the CEO and Executive shall mutually agree. The parties acknowledge that the Executive may be required to travel in connection with the performance of his duties hereunder.

2.3 The Executive recognizes that during the period of the Executive's employment hereunder, Executive owes an undivided duty of loyalty to the Company, and the Executive will use the Executive's good faith efforts to promote and develop the business of the Company and its subsidiaries (the Company's subsidiaries from time to time, together with any other affiliates of the Company, the "Affiliates"). The Executive shall devote all of the Executive's business time, attention and skills to the performance of Executive's services as an executive of the Company. Recognizing and acknowledging that it is essential for the protection and enhancement of the name and business of the Company and the goodwill pertaining thereto, Executive shall perform the Executive's duties under this Agreement professionally, in accordance with the applicable laws, rules and regulations and such standards, policies and procedures established by the Company and the industry from time to time.

2.4 Notwithstanding the foregoing, the Executive (i) may devote a reasonable amount of his time to civic, community, or charitable activities, (ii) may devote a reasonable amount of time to investing the Executive's personal assets in such a manner as will not require significant services to be rendered by the Executive in the operation of the affairs of the companies in which investments are made, and (iii) may serve as a member of the Board of Directors or equivalent body of such companies and other organizations as are disclosed by the Executive to, and approved by, the CEO or the Board, in each case so long as the Executive's responsibilities with respect thereto do not conflict or interfere with the faithful performance of his duties to the Company.

3. **Compensation and Benefits**.

3.1 Salary. The Company shall pay the Executive, in periodic installments in accordance with the Company's customary payroll practices, an annual base salary at the rate of $225,000 per year during the Employment Period (the "Base Salary"). Such Base Salary shall be subject to increase following the date hereof as determined by the CEO or the Board.

3.2 Bonus. The Executive shall be eligible to receive an annual bonus (the "Annual Bonus") in an amount up to thirty percent (30%) of his then annual base salary. The Executive's Annual Bonus (if any) shall be in such amount as the CEO or the Board may determine in their respective discretion. The CEO and/or Board may or may not determine that all or any portion of the Annual Bonus shall be earned upon the achievement of operational, financial or other milestones ("Milestones") established by the CEO or Board in consultation with the Executive and that all or any portion of any Annual Bonus shall be paid in cash, securities or other property. Any Annual Bonus awarded by the CEO or Board to the Executive pursuant to this Section 3.2 shall be paid not later than March 15 after the calendar year to which it relates. The Executive shall be eligible to participate in any other bonus or incentive program established by the Company for executives of the Company.

3.3 Insurance and Other Benefits. During the Employment Period, the Executive and the Executive's dependents shall be entitled to participate in any employee benefit plans, whether or not funded by means of insurance, subject to the same terms and conditions applicable to other employees, as the same may be adopted and/or amended from time to time (the "Benefits"). The Executive shall be bound by all of the policies and procedures relating to Benefits established by the Company from time to time.

3.4 Vacation; Personal Days. During the Employment Period, the Executive shall be eligible to accrue and use paid vacation leave in accordance with and subject to the terms of the Company's written vacation policy for management employees, as in effect from time to time. The Executive shall be entitled to paid personal days on a basis consistent with the Company's other senior executives, as determined by the CEO or the Board.

3.5 Reimbursement of Expenses. The Company shall reimburse the Executive for all reasonable travel, entertainment and other expenses incurred or paid by the Executive in connection with, or related to, the performance of his duties, responsibilities or services under this Agreement, in accordance with policies and procedures, and subject to limitations, adopted by the Company from time to time (which policies, procedures and limitations shall comply with the requirements of Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"), or qualify for exemption from said Section 409A.

3.6 Stock Options. The Company agrees to grant to the Executive simultaneous with its execution of this Agreement an option under the Company's 2014 Equity Incentive Plan (the "EIP") to purchase Three Hundred Fifty Thousand (350,000) shares of Common Stock of the Company (the "Option"). The Option shall be issued in the form of a non-qualified stock option; and the exercise price shall be equal to the fair market value of the Common Stock on the date such grant. The Option shall become exercisable with respect to one fourth (1/4) of the shares of Common Stock covered thereby on the first anniversary of the Effective Date provided the Executive is then employed by the Company (except as otherwise provided under Section 4), and with respect to an additional one forty-eighth (1/48) of the shares of Common Stock covered by the Option at the end of each month thereafter during the Executive's employment, so that the Option shall be exercisable in full on January 15, 2018, subject to the Executive's continued service with the Company throughout this four year period (except as otherwise provided in Section 4). Notwithstanding the foregoing, subject to Section 12 of this Agreement, in the event of a Change of Control (as hereinafter defined), the Option and the Executive's other Equity Awards (as hereinafter defined) that would first have become vested or exercisable after the effective date of such Change of Control if the Executive continued to be employed by the Company shall become fully vested and exercisable as of the effective date of such Change of Control.

3.7 Withholding. All salary, bonus and other compensation payable to the Executive shall be subject to applicable withholding and reporting for taxes.

4. **Termination of Employment; Compensation Due Upon Employment Termination**. The Executive's employment with the Company shall be entirely "at-will," meaning that either the Executive or the Company may terminate such employment relationship, at any time for any reason or for no reason at all, by delivery of written notice of employment termination to the other party subject to the post-employment restrictions and covenants set forth in this Agreement including such restrictions and covenants set forth in Sections 5, 6 and 7. As used in the this Agreement, termination of employment shall have the meaning ascribed to "separation from service" under Section 409A of the Code and Treasury Regulations promulgated thereunder, including Treas. Reg. Sec. 1.409A-1(h)(1). The Executive's right to compensation for periods after the date his employment with the Company terminates shall be determined in accordance with the provisions of paragraphs 4.1 through 4.6 below:

4.1 Voluntary Termination: Resignation By The Executive. The Executive may terminate his employment at any time upon thirty (30) days prior written notice to the Company. In the event that the Executive terminates employment other than for Good Reason (as defined below), the Company shall have no obligation to (i) make payments to the Executive in accordance with the provisions of Section 3 except for the payment of the Executive's Base Salary earned, but unpaid, through the date of the Executive's separation, or (ii) except as otherwise required by applicable law or the terms of any Benefits plan, to provide the benefits described in Section 3 for periods after the date on which the Executive's employment with the Company terminates.

4.2 Termination By The Executive For Good Reason.

(a) The Executive may terminate his employment under this Agreement at any time for Good Reason, as hereinafter defined. In the event of termination under this Section 4.2, the Executive shall be entitled to receive all amounts payable upon termination under Section 4.1 and, subject to the Executive's continued compliance with Sections 5, 6 and 7 of this Agreement, in addition to such amounts:

(1) the Company shall pay to the Executive severance in the form of salary continuation at the Executive's Base Salary rate in effect on the date the Executive's employment termination, subject to the Company's regular payroll practices and required withholdings, for a period of twelve (12) months commencing on the effective date of termination of employment (the "Severance Period"); and

(2) if and to the extent the Milestones are achieved for the Annual Bonus for the year in which the Severance Period commences (or, in the absence of Milestones, the CEO and/or Board has, in their respective discretion, otherwise determined an amount for the Executive's Annual Bonus for such year), the Company shall pay to the Executive an amount equal to such Annual Bonus pro rated for the portion of the performance year completed before the Executive's employment terminated, such payment to be made on the date such Annual Bonus would have been payable to the Executive had the Executive remained employed by the Company;

(3) any of the Executive's stock options, restricted stock or similar incentive equity instruments (collectively, "Equity Awards"), including the Options, that would first have become vested or exercisable during the Severance Period if the Executive continued to be employed by the Company shall become vested and exercisable upon the Executive's employment termination, and all exercisable Equity Awards (including those with accelerated exercisability pursuant to this clause (3)) shall remain exercisable until the expiration of the Severance Period or, if earlier, until the latest date upon which the Equity Awards could have been exercised in any circumstance under the original award (the "Latest Expiration Date"), and to the extent that the terms of any Equity Award are inconsistent with this clause (3), the terms of this clause (3) shall control, provided, however that nothing herein shall alter an Equity Award's Latest Expiration Date; and

(4) for the duration of the Severance Period, the Executive shall continue to be eligible to participate in (i) the Company's group health plan on the same terms applicable to similarly situated active employees during the Severance Period provided the Executive was participating in such plan immediately prior to the date of employment termination and provided further that the terms of such plan do not prohibit such coverage continuation; and (ii) each other Benefit program to the extent permitted under the terms of such program.

(b) Except as hereinabove provided, the Executive shall have no further rights under this Agreement or otherwise to receive any other compensation or benefits after such termination for Good Reason. For the purposes of this Agreement, "Good Reason" shall mean any of the following (without Executive's express written consent):

(1) the assignment to the Executive of duties that are significantly different from, and that result in a substantial diminution of, the duties that he assumed on the Effective Date;

(2) removal of the Executive from his position as indicated in Section 2, or the assignment to the Executive of duties that are significantly different from, and that result in a substantial diminution of, the duties that he assumed under this Agreement, within twelve (12) months after a Change of Control (as defined below);

(3) a material reduction by the Company in the Executive's then applicable Base Salary or other compensation, unless said reduction is pari passu with other senior executives of the Company;

(4) the taking of any action by the Company that would, directly or indirectly, materially reduce the Executive's benefits, unless said reductions are pari passu with other senior executives of the Company;

(5) the Company's written notice to the Executive of its determination to terminate this Agreement upon expiration of the then-current term; or

(6) a breach by the Company of any material term of this Agreement that is not cured by the Company within thirty (30) days following receipt by the Company of written notice thereof.

The foregoing shall be interpreted in a manner consistent with the provisions of Treasury Regulations Section 1.409A-1(n)(2)(i) such that the circumstances under which the Executive may separate from service pursuant to this Section 4.5 shall cause such separation to be treated as "involuntary" for purposes of Section 409A of the Code. Without limiting the foregoing, the Executive shall provide written notice to the Company of any fact or circumstance that the Executive believes constitutes or may constitute "Good Reason" within five (5) business days after such fact or circumstance arises and provide the Company with a reasonable opportunity to cure any such fact or circumstance.

(c) For purposes of this Agreement, "Change of Control" shall mean the occurrence of any one or more of the following: (a) the accumulation, whether directly, indirectly, beneficially or of record, by any individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934, as amended (the "Exchange Act")) of 50% or more of the shares of the outstanding equity securities of the Company other than in a transaction by any individual, entity or group that immediately prior to the effective date of such transaction, owned at least 50% of such share, (b) a merger or consolidation of the Company in which the Company does not survive as an independent company or upon the consummation of which the holders of the Company's outstanding equity securities prior to such merger or consolidation own less than 50% of the outstanding equity securities of the Company after such merger or consolidation, (c) a sale of all or substantially all of the assets of the Company, or (d) a change in the composition of the Board such that a majority of Board members is replaced during any 12-month period by individuals whose appointment or election is not endorsed by a majority of the members of the Board before the date of the appointment or election; provided, however, that the following acquisitions shall not constitute a Change of Control for the purposes of this Agreement: (i) any acquisitions of common stock or securities convertible into common stock directly from the Company, or (ii) any acquisition of common stock or securities convertible into common stock by any employee benefit plan (or related trust) sponsored by or maintained by the Company.

4.3 Termination By The Company Without Cause. If the Executive's employment is terminated by the Company without Cause (as defined below), the Executive shall be entitled to the payments and benefits provided in the event of termination under Section 4.2. If, following a termination of employment without Cause, the Executive breaches the provisions of Sections 5, 6 or 7 hereof, the Executive shall not be eligible, as of the date of such breach, for the payments and benefits described in Section 4.2 (other than the payments and benefits, if any, required under Section 4.1), and any and all obligations and agreements of the Company with respect to such payments and benefits shall thereupon cease.

4.4 Termination By The Company for Cause. Upon written notice to the Executive, the Company may terminate the Executive's employment for "Cause" if any of the following events shall occur:

(a) any act or omission that constitutes a material breach by the Executive of any of his obligations under this Agreement;

(b) the willful and continued failure or refusal of the Executive to satisfactorily perform the duties reasonably required of him as an employee of the Company, which failure or refusal continues for more than thirty (30) days after notice given to the Executive, such notice to set forth in reasonable detail the nature of such failure or refusal;

(c) the Executive's conviction of, or plea of *nolo contendere* to, (i) any felony or (ii) a crime involving dishonesty or misappropriation or which could reflect negatively upon the Company or otherwise impair or impede its operations;

(d) the Executive's engaging in any misconduct, gross negligence, act of dishonesty (including, without limitation, theft or embezzlement), violence, threat of violence or any activity that could result in any material violation of federal securities laws, in each case, that is injurious to the Company or any of its Affiliates;

(e) the Executive's material breach of a written policy of the Company or the rules of any governmental or regulatory body applicable to the Company;

(f) the Executive's refusal to follow the directions of the CEO or the Board, unless such directions are, in the written opinion of legal counsel, illegal or in violation of applicable regulations; or

(g) any other willful misconduct by the Executive which is materially injurious to the financial condition or business reputation of the Company or any of its Affiliates.

In the event Executive is terminated for Cause, the Company shall have no obligation to make payments to Executive in accordance with the provisions of Section 3, or, except as otherwise required by law, to provide the benefits described in Section 3, for periods after the Executive's employment with the Company is terminated on account of the Executive's discharge for Cause except for amounts payable pursuant to Section 4.1.

4.5 Non-Performance by the Executive. Without limiting the rights of the Company or the Executive under Sections 4.1, 4.3 or 4.4 to terminate the Executive's employment, in the event that the Executive fails or refuses to discharge his duties to the Company for a period of ninety (90) consecutive calendar days (excluding period of paid vacation leave), then the Executive shall be deemed to have resigned from employment without Good Reason effective as of the first day of such 90-day period, and the Executive's rights upon such separation from service shall be determined in accordance with Section 4.1; provided, however, that if such failure is due to the Executive's disability, as hereinafter defined, then the Executive's entitlement to compensation and benefits during and after such period, and to reinstatement upon or after the completion of such period, shall be governed by the Company's employee benefit plans and personnel policies with respect to disability-based leaves of absence by management employees including, without limitation, the Company's policies with respect to accommodation of qualified individuals with disabilities and Benefit plans, if any, providing short-term or long-term disability benefits. For purposes of this Agreement, the term "disability" means any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than twelve (12) months that: (a) renders the Executive unable to engage in any substantial gainful activity, or (b) causes the Executive to receive income replacement benefits for a period of not less than three (3) months under an accident and health plan of the Company covering the Executive. The effective date of an individual's disability shall be the earliest of (x) the first day for which the Executive is eligible to receive income replacement benefits under the Company's short-term disability plan based on an absence from work due to the impairment later determined (for purposes of this Section 4.3) to be a disability, (y) the first date on which the impairment later determined (for purposes of this Section 4.3) to constitute a disability caused the Executive to be absent from work, or (z) the commencement date, for purposes of the Company's long-term disability benefits plan, of the impairment later determined (for purposes of this Section 4.3) to constitute a disability. A determination of disability within the meaning of the preceding clause "(a)" shall be made by a physician satisfactory to both the Executive and the Company; provided, however, that if the Executive and the Company do not agree on a physician, the Executive and the Company shall each select a physician and those two physicians together shall select a third physician, whose determination as to a Permanent Disability shall be binding on all parties. In no event shall the payments to which the Executive is entitled (including payments under any disability or income replacement plan maintained by the Company) if he separates from service due to disability within ninety (90) days following the effective date of such disability be less than an amount equal to the then applicable Base Salary for the Severance Period, payable in the form of salary continuation for the applicable Severance Period.

4.6 Death. The Executive's employment hereunder shall terminate upon the death of the Executive. The Company shall have no obligation to make payments to the Executive in accordance with the provisions of Section 3, or, except as otherwise required by law or the terms of any applicable benefit plan, to provide the benefits described in Section 3 for periods after the date of the Executive's death except for then applicable Base Salary earned, but unpaid, through the date of death (and, if applicable, compensation required under applicable state law to be paid upon employment termination), payable to the Executive's beneficiary, as the Executive shall have indicated in writing to the Company (or if no such beneficiary has been designated, to Executive's estate).

4.7 Notice of Termination. Any termination of employment by the Company or the Executive shall be communicated by a written "Notice of Termination" to the other party hereto given in accordance with Section 14 of this Agreement. In the event of a termination by the Company for Cause, the Notice of Termination shall (a) indicate the specific termination provision in this Agreement relied upon, (b) set forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of the Executive's employment under the provision so indicated and (c) specify the effective date of termination if other than the date of such notice, provided that the effective date of employment termination may not be earlier than the date of such notice. The failure by the Executive or the Company to set forth in the Notice of Termination any fact or circumstance which contributes to a showing of Cause shall not waive any right of the Executive or the Company, respectively, hereunder or preclude the Executive or the Company, respectively, from asserting such fact or circumstance in enforcing the Executive's or the Company's rights hereunder.

4.7 Resignation from Directorships and Officerships. The termination of the Executive's employment for any reason will constitute the Executive's resignation from (a) any director, officer or employee position the Executive has with the Company or any of its Affiliates, and (b) all fiduciary positions (including as a trustee) the Executive holds with respect to any employee benefit plans or trusts established by the Company. The Executive agrees that this Agreement shall serve as written notice of resignation in this circumstance, unless otherwise required by any plan or applicable law.

5. **Interference with Business; Use of Confidential or Proprietary Information**.

5.1 During the Employment Period and for a period of twelve (12) months following termination of the Executive's employment with the Company, the Executive shall not interfere with the business of the Company by soliciting, or attempting to recruit, persuade, solicit or hire, any employee or independent contractor of, or consultant to, the Company and/or its Affiliates, to leave the employment thereof (or service provider relationship thereto), whether or not any such employee, independent contractor or consultant is party to a written agreement.

5.2 At no time shall the Executive use or disclose Confidential Information, as defined in Section 7, to communicate with or in the course of communications with any customer or client of the Company or any of its Affiliates, with whom the Company or any of its Affiliates had significant contact during the term of this Agreement, provided however that the foregoing shall not prevent the Executive from using Confidential Information for the benefit of the Company during the term of the Executive's employment with the Company.

5.3 The Executive shall execute and comply with the terms of such restrictive covenants as the Company may request from its executive and management employees from time to time on a reasonable and uniform basis including, without limitation, the terms of the Employee Invention Assignment and Confidentiality Agreement in the form or substantially the form appended to this Agreement as Appendix A.

5.4 The Executive recognizes and agrees that because a violation by the Executive of his obligations under this Section will cause irreparable harm to the Company that would be difficult to quantify and for which money damages would be inadequate, the Company shall have the right to injunctive relief to prevent or restrain any such violation, without the necessity of posting a bond or demonstrating actual damages.

5.5 The Executive expressly agrees that the character, duration and scope of the covenants set forth in Section 5.1, 5.2, and in Appendix A are reasonable in light of the circumstances as they exist at the date upon which this Agreement has been executed. However, should a determination nonetheless be made by a court of competent jurisdiction at a later date that the character or duration of such covenants are unreasonable in light of the circumstances as they then exist, then it is the intention of the Executive, on the one hand, and the Company, on the other, that such covenants shall be construed by the court in such a manner as to impose only those restrictions on the conduct of the Executive which are reasonable in light of the circumstances as they then exist and necessary to assure the Company of the intended benefit of the covenant.

6. **Inventions and Patents**. The Executive acknowledges that all inventions, innovations, improvements, know-how, plans, development, methods, designs, analyses, specifications, software, drawings, reports and all similar or related information (whether or not patentable or reduced to practice) which related to any of the Company's actual or proposed business activities and which are created, designed or conceived, developed or made by the Executive during the Executive's past or future employment by the Company or any Affiliates, or any predecessor thereof ("Work Product"), belong to the Company, or its Affiliates, as applicable. Any copyrightable work falling within the definition of Work Product shall be deemed a "work made for hire" and ownership of all right title and interest shall rest in the Company. The Executive hereby irrevocably assigns, transfers and conveys, to the full extent permitted by law, all right, title and interest in the Work Product, on a worldwide basis, to the Company to the extent ownership of any such rights does not automatically vest in the Company under applicable law. The Executive will promptly disclose any such Work Product to the Company and perform all actions requested by the Company (whether during or after employment) to establish and confirm ownership of such Work Product by the Company (including, without limitation, assignments, consents, powers of attorney and other instruments). The obligations of this Section 6 shall be in additions to any obligations imposed under instruments executed by the Executive pursuant to Section 5.3.

7. **Confidentiality**.

7.1 The Executive understands that the Company and/or its Affiliates, from time to time, may impart to the Executive Confidential Information, as hereinafter defined, whether such information is written, oral, electronic or graphic.

7.2 For purposes of this Agreement, "Confidential Information" means information, which is used in the business of the Company or its Affiliates and (a) is proprietary to, about or created by the Company or its Affiliates, (b) gives the Company or its Affiliates some competitive business advantage or the opportunity of obtaining such advantage or the disclosure of which could be detrimental to the interests of the Company or its Affiliates, (c) is designated as confidential information by the Company or its Affiliates, is known by the Executive to be considered confidential by the Company or its Affiliates, or from all the relevant circumstances should reasonably be assumed by the Executive to be confidential and proprietary to the Company or its Affiliates, or (d) is not generally known by non-Company personnel. Such Confidential Information includes, without limitation, the following types of information and other information of a similar nature (whether or not reduced to writing or designated as confidential):

(i) internal personnel and financial information of the Company or its Affiliates, vendor information (including vendor characteristics, services, prices, lists and agreements), purchasing and internal cost information, internal service and operational manuals, and the manner and methods of conducting the business of the Company or its Affiliates;

(ii) marketing and development plans, price and cost data, price and fee amounts, pricing and billing policies, bidding, quoting procedures, marketing techniques, forecasts and forecast assumptions and volumes, and future plans and potential strategies of the Company or its Affiliates which have been or are being discussed;

(iii) names of customers and their representatives, contracts (including their contents and parties), customer services, and the type, quantity, specifications and content of products and services purchased, leased, licensed or received by customers of the Company or its Affiliates; and

(iv) confidential and proprietary information provided to the Company or its Affiliates by any actual or potential customer, government agency or other third party (including businesses, consultants and other entities and individuals).

The Executive hereby acknowledges the Company's exclusive ownership of such Confidential Information.

7.3 The Executive agrees as follows: (1) only to use the Confidential Information to provide services to the Company and its Affiliates; (2) only to communicate the Confidential Information to fellow employees, and agents and representatives of the Company and its Affiliates on a need-to-know basis; and (3) not to otherwise disclose or use any Confidential Information, except as may be required by law or otherwise authorized by the CEO or the Board. Upon demand by the Company or upon termination of the Executive's employment, the Executive will deliver to the Company all manuals, photographs, recordings and any other instrument or device by which, through which or on which Confidential Information has been recorded and/or preserved, which are in the Executive's possession, custody or control.

7.4 The Executive's obligations under this Section 7 shall be in addition to his obligations under (i) any instruments executed by the Executive pursuant to Section 5.3, and/or (ii) any policy of general application to employees or limited application to executive or management employees established by the Company and as in effect from time to time with respect to confidential information and the Executive agrees to comply with all such policies as a condition of employment.

8. **Executive's Representation**. The Executive hereby represents that the Executive's entry into this Agreement and performance of the services hereunder will not violate the terms or conditions of any other agreement to which the Executive is a party.

9. **Governing Law/Jurisdiction**. This Agreement shall be governed by and construed in accordance with the laws of the State of California (without reference to the conflicts of laws provisions thereof). Any action, suit or other legal proceeding arising under or relating to any provision of this Agreement shall be commenced only in a court of the County of Contra Costa, State of California (or, if appropriate, a federal court located within California and having jurisdiction of the area including Contra Costa County), and the Company and the Executive each consents to the jurisdiction of such a court. The Company and the Executive each hereby irrevocably waive any right to a trial by jury in any action, suit or other legal proceeding arising under or relating to any provision of this Agreement.

10. **Public Company Obligations; Litigation and Regulatory Cooperation; Indemnification**.

(a) Executive acknowledges that the Company is a public company shares of whose common stock have been registered under the US Securities Act of 1933, as amended (the "Securities Act"), and whose common stock is or will be registered under the Exchange Act, and that this Agreement will be subject to the public filing requirements of the Exchange Act. In addition, both parties acknowledge that the Executive's compensation and perquisites (each as determined by the rules of the US Securities and Exchange Commission (the "SEC") or any other regulatory body or exchange having jurisdiction) (which may include benefits or regular or occasional aid/assistance, such as recreation, club memberships, meals, education for his family, vehicle, lodging or clothing, occasional bonuses or anything else he receives, during the Employment Period, in cash or in kind) paid or payable or received or receivable under this Agreement or otherwise, and his transactions and other dealings with the Company, will be required to be publicly disclosed.

(b) Executive acknowledges and agrees that the applicable insider trading rules, transaction reporting rules, limitations on disclosure of non-public information and other requirements set forth in the Securities Act, the Exchange Act and rules and regulations promulgated by the SEC may apply to this Agreement and Executive's employment with the Company.

(c) During and after the Employment Period, the Executive shall reasonably cooperate with the Company in the defense or prosecution of any claims now in existence or which may be brought in the future against or on behalf of the Company or any Affiliates that relate to events or occurrences that transpired while the Executive was employed by the Company or any Affiliates; provided, however, that such cooperation shall not materially and adversely affect the Executive or expose the Executive to an increased probability of civil or criminal litigation. The Executive's cooperation in connection with such claims or actions shall include, but not be limited to, being available to meet with counsel to prepare for discovery or trial and to act as a witness on behalf of the Company or any of its Affiliates at mutually convenient times. During and after the Employment Period, the Executive also shall cooperate fully with the Company in connection with any investigation or review of any federal, state or local regulatory authority as any such investigation or review relates to events or occurrences that transpired while the Executive was employed by the Company or any of its Affiliates. The Company shall reimburse the Executive for all out-of-pocket costs and expenses incurred in connection with the Executive's performance under this Section 10(c), including, but not limited to, reasonable attorneys' fees and costs.

(d) The Company shall maintain in full force and effect a policy, consistent with industry standards for similarly situated publicly traded companies, for indemnification of executive employees, including the Executive, from and against liability or cost arising out of or associated with an action or proceeding to procure a judgment against the Executive by reason of the fact that the Executive is or was an officer, director or employee of the Company.

11. **Effect of "Specified Employee" Status of Separation Payments**. Notwithstanding any provision of this Agreement, if the Executive is a "specified employee" within the meaning of Section 409A(a)(2)(B)(i) of the Code at the time the Executive's separation from service and any payments or benefits which the Executive is or becomes entitled under this Agreement are treated as being made on account of the Executive's separation from service within the meaning of Section 409A(a)(2)(A)(i) of the Code, such amounts (to the extent constituting compensation subject to Section 409A of the Code) shall be provided to the Executive on the first business day of the seventh month commencing after the month during which the Executive separates from service; provided however that if the Executive's entitlement to such amounts is due solely to involuntary separation from service within the meaning of Treasury Regulation Sections 1.409A-1(b)(9)(iii) and 1.409A-1(n):

(a) The Executive shall be entitled to receive the portion (up to 100%) of such amount, regardless of the Executive's status as a "specified employee," that does not exceed two times the lesser of (x) the sum of the Executive's annualized compensation based on the annual rate of pay for services provided to the Bank for the taxable year of the Executive preceding the taxable year of the Executive in which the Executive separates from service (adjusted for any increase during that year that was expected to continue indefinitely if the Executive's employment had not terminated), or (y) the maximum amount that may be taken into account under a qualified plan pursuant to Section 401(a)(17) of the Code for the year in which the Executive separates from service; and

(b) Any portion of the benefit payable under this Agreement upon separation from service that is in excess of the amount described in the preceding clause (i) shall be paid to the Executive on the first business day of the seventh month commencing after the month during which the Executive's employment terminates.

12. **280G Cap**. In no event shall any of the payments and benefits to be made, or provided, to Executive pursuant to this Agreement and other payments or benefits, if applicable, to be made, or provided, to the Executive in connection with an event described in Section 280G(b)(2)(A)(i) of the Code (collectively referred to as the "Change in Control Benefits") including, to the extent applicable, payments or benefits to which the Executive is entitled upon a Change of Control as defined in Section 4.2(c), constitute, in the aggregate, a "parachute payment" under Section 280G of the Code. If the Change in Control Benefits result in a "parachute payment" under Code Section 280G, the Change in Control Benefits shall be reduced to an amount, the value of which is $1.00 less than an amount equal to three (3) times Executive's "base amount" as determined in accordance with Section 280G of the Code.

13. **Entire Agreement**. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and thereof and supersedes and cancels any and all previous agreements, written and oral, regarding the subject matter hereof between the parties hereto. This Agreement shall not be changed, altered, modified or amended, except by a written agreement signed by both parties hereto.

14. **Notices**. All notices, requests, demands and other communications called for or contemplated hereunder shall be in writing and shall be deemed to have been given when delivered to the party to whom addressed or when sent by telecopy (if promptly confirmed by registered or certified mail, return receipt requested, prepaid and addressed) to the parties, their successors in interest, or their assignees at the following addresses, or at such other addresses as the parties may designate by written notice in the manner aforesaid:

(a) to the Company at:
Ekso Bionics Holdings, Inc.
1414 Harbour Way South, Suite 1201
Richmond, CA 94804

Attn: Nathan Harding, CEO
Fax: +1-510-927-2647

with a copy to:

Nutter McClennen & Fish LLP
155 Seaport Boulevard
Boston, MA 02210

Attn: Michelle L. Basil, Esq.
Facsimile: +1- 617-310-9477

(b) to the Executive at:

Frank Moreman
432 Cole Street
San Francisco, CA 94117

All such notices, requests and other communications will (i) if delivered personally to the address as provided in this Section, be deemed given upon delivery, (ii) if delivered by facsimile transmission to the facsimile number as provided for in this Section, be deemed given upon facsimile confirmation, (iii) if delivered by mail in the manner described above to the address as provided for in this Section 14, be deemed given on the earlier of the third business day following mailing or upon receipt and (iv) if delivered by overnight courier to the address as provided in this Section, be deemed given on the earlier of the first business day following the date sent by such overnight courier or upon receipt (in each case regardless of whether such notice, request or other communication is received by any other person to whom a copy of such notice is to be delivered pursuant to this Section). Either party may, by notice given to the other party in accordance with this Section, designate another address or person for receipt of notices hereunder.

15. **Severability**. If any term or provision of this Agreement, or the application thereof to any person or under any circumstance, shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such terms to the persons or under circumstances other than those as to which it is invalid or unenforceable, shall be considered severable and shall not be affected thereby, and each term of this Agreement shall be valid and enforceable to the fullest extent permitted by law. The invalid or unenforceable provisions shall, to the extent permitted by law, be deemed amended and given such interpretation as to achieve the economic intent of this Agreement.

16. **Waiver**. The failure of any party to insist in any one instance or more upon strict performance of any of the terms and conditions hereof, or to exercise any right or privilege herein conferred, shall not be construed as a waiver of such terms, conditions, rights or privileges, but same shall continue to remain in full force and effect. Any waiver by any party of any violation of, breach of or default under any provision of this Agreement by the other party shall not be construed as, or constitute, a continuing waiver of such provision, or waiver of any other violation of, breach of or default under any other provision of this Agreement.

17. **Successors and Assigns**. Neither the Company nor the Executive may make any assignment of this Agreement or any interest herein, by operation of law or otherwise, without the prior written consent of the other; *provided, however*, that the Company may assign its rights and obligations under this Agreement without the consent of the Executive in the event that the Company shall hereafter effect a reorganization, or consolidate with or merge into any other person or entity, or transfer all or substantially all of its properties or assets to any other person or entity. This Agreement shall inure to the benefit of and be binding upon the Company and the Executive, and their respective successors, executors, administrators, heirs and permitted assigns.

18. **Counterparts**. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Additionally, a facsimile counterpart of this Agreement shall have the same effect as an originally executed counterpart.

19. **Headings**. Headings in this Agreement are for reference purposes only and shall not be deemed to have any substantive effect.

20. **Opportunity to Seek Advice**. The Executive acknowledges and confirms that he has had the opportunity to seek such legal, financial and other advice and representation as he has deemed appropriate in connection with this Agreement, that the Executive is fully aware of its legal effect, and that Executive has entered into it freely based on the Executive's judgment and not on any representations or promises other than those contained in this Agreement.

21. **Withholding and Payroll Practices**. All salary, severance payments, bonuses or benefits payments made by the Company under this Agreement shall be net of any tax or other amounts required to be withheld by the Company under applicable law and shall be paid in the ordinary course pursuant to the Company's then existing payroll practices.

22. **Attorney's Fees**. In the event that either party seeks to enforce its rights under this Agreement before a court of competent jurisdiction with respect to such enforcement action and prevails in such enforcement action, than the prevailing party shall be entitled to reasonable attorney's fees and court costs associated with such enforcement action. Without limiting the foregoing, the preceding sentence shall apply without regard to whether the prevailing party is a plaintiff or defendant in an enforcement action.

23. **Effect of Termination**. Upon termination of this Agreement, all obligations and provisions of this Agreement shall terminate except with respect to any accrued and unpaid monetary obligation and except for the provisions of Section 5 through (and inclusive of) 21 hereof.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year set forth above.

EKSO BIONICS HOLDINGS, INC.

/s/ Steven Sherman

By: Steven Sherman

Title: Chairman

FRANK MOREMAN

/s/ Frank Moreman

Exhibit 10.19

EXCLUSIVE LICENSE AGREEMENT FOR
LOWER EXTREMITY EXOSKELETON TECHNOLOGY
UC Case Numbers: B04-002, B05-045, B05-093, B06-042;
US Patent App Numbers: 60/515,572; 10/976,652;60/645,417; 60/671,348

This license agreement ("**AGREEMENT**") is entered into as of the date that this AGREEMENT is fully executed by both parties ("**EFFECTIVE DATE**"), by and between The Regents of the University of California, a California corporation, having its statewide administrative offices at 1111 Franklin Street, 12th Floor, Oakland, California 94607-5200 acting through its Office of Technology Licensing, at the University of California, Berkeley, having its administrative office at 2150 Shattuck Avenue, Suite 510, Berkeley, CA 94720-1620 ("**REGENTS**"), and **Berkeley ExoTech, Inc., d/b/a Berkeley ExoWorks** ("**LICENSEE**"), a **Delaware** corporation, having a principal place of business at **63 Potomac Street, San Francisco, CA 94117**. The parties agree as follows:

1. BACKGROUND

1.1 REGENTS has an assignment of the intellectual property characterized as: (a) Lower Extremity Exoskeleton as described in REGENTS Case Number B04-002 and PATENT RIGHTS that was invented by Homayoon Kazcrooni, Andrew Chu, Jean-Louis Racine and Adam Zoss, all employed by the University of California, Berkeley at the time that the invention was made; (b) Lower Extremity Exoskeleton with Design Improvements as described in REGENTS Case Number B05-045 and PATENT RIGHTS that was invented by Homayoon Kazcrooni, Nathan Harding and Russdon Angold, all employed by the University of California, Berkeley at the time that the invention was made; (c) Lower Extremity Exoskeleton that is Semi-Powered as described in REGENTS Case Number B05-093 and PATENT RIGHTS that was invented by Homayoon Kazcrooni, Nathan Harding and Russdon Angold, all employed by the University of California, Berkeley at the time that the invention was made; and (d) Power Regenerative Lower Extremity Prosthetic and Orthotic Systems as described in REGENTS Case Number B06-042 and PATENT RIGHTS that was invented by Homayoon Kazcrooni, Nathan Harding and Russdon Angold, all employed by the University of California, Berkeley at the time that the invention was made (collectively "**INVENTIONS**").

1.2 LICENSEE entered into a letter agreement ("**PREVIOUS AGREEMENT**") with REGENTS that was effective as of 2005 March 17 and terminates on 2005 September 17, for the purpose of granting LICENSEE an exclusive right to negotiate an option or exclusive license in PATENT RIGHTS.

1.3 LICENSEE provided REGENTS with a marketing overview and financial forecasts for the commercialization of the INVENTIONS in order to evaluate LICENSEE's capabilities as a LICENSEE.

1.4 In accordance with Paragraph 3.3 of this AGREEMENT, the development of the INVENTIONS was sponsored in part by various grants from U.S. Government agencies, and as a consequence, REGENTS elected to retain title to the INVENTIONS subject to the rights and regulations of the U.S. Government under 35 USC 200-212 and implementing regulations, including REGENT's grant back to the U.S. Government of a non-exclusive, non-transferable, irrevocable, paid-up license to practice or have practiced the INVENTIONS for or on behalf of the U.S. Government throughout the world. These U.S. Government grants are DARPA Contract No. DAD19-01-1-0509. The LICENSEE asked REGENTS about how to handle royalties when LICENSEE SELLS its products to customers that in turn reSELL the products to the U.S. Government; and REGENTS responded that in accordance with Paragraph 6.7 of this AGREEMENT, LICENSEE does not pay a royalty to REGENTS (and reduce the amount charged for LICENSED PRODUCT by an amount equal to the royalty for such LICENSED PRODUCT otherwise due REGENTS) when either (a) LICENSEE's customers indicate that the products SOLD will be reSOLD to the U.S. Government, or (b) LICENSEE knows or has reason to know that the products SOLD will be reSOLD to the U.S. Government.

1.5 LICENSEE requested certain rights from REGENTS to commercialize the INVENTIONS.

1.6 REGENTS wishes to respond to the request of the LICENSEE by granting the following rights to the LICENSEE to enable the general public to enjoy the products and other benefits derived from the INVENTION.

2. DEFINITIONS

As used in this AGREEMENT, the following terms, whether used in the singular or plural, have the following meanings:

2.1 "**PATENT RIGHTS**" means the PATENT CLAIMS of, to the extent assigned to or otherwise obtained by REGENTS, (a) the U.S. patents and patent applications, (b) the corresponding foreign patents and patent applications, and (c) any reissues, extensions, substitutions, continuations, divisions, and continuation-in-part applications (but only those PATENT CLAIMS in the continuation-in-part applications that are entirely supported in the specification and entitled to the priority date of the parent application) that are based on the following patents and patent applications: Serial Numbers 60/515,572 (B04-002-1), entitled Lower Extremity Enhancer, filed on 2003 October 29 by Homayoon Kazcrooni, Jean-Louis Racine, Andrew Chu and Adam Zoss; 10/976,652 (B04-002-2), entitled Lower Extremity Enhancer, filed on 2004 October 29 by Homayoon Kazcrooni, Jean-Louis Racine, Andrew Chu and Adam Zoss; 60/645,417 (B05-045-1), entitled Lower Extremity Exoskeleton, filed on 2005 January 18 by Homayoon Kazcrooni, Nathan H. Harding and Russdon Angold; and 60/671,348 (B05-093-1), entitled Semi-Powered Lower Extremity Exoskeleton, filed on 2005 April 13 by Homayoon Kazcrooni, Nathan H. Harding and Russdon Angold. This definition of PATENT RIGHTS excludes any rights in and to NEW DEVELOPMENTS.

2.2 "**PATENT CLAIM**" means a claim of a patent or patent application in any country that (a) has not expired; (b) has not been disclaimed; (c) has not been cancelled or superseded, or if cancelled or superseded, has been reinstated; and (d) has not been revoked, held invalid, or otherwise declared unenforceable or not allowable by a tribunal or patent authority of competent jurisdiction over such claim in such country from which no further appeal has or may be taken.

2.3 "**NEW DEVELOPMENT**" means inventions, or claims to inventions, which constitute advancements, developments, or improvements, whether or not patentable and whether or not the subject of any patent application, but if patentable, are not sufficiently supported by the specification of a previously-filed patent or patent application within the PATENT RIGHTS to be entitled to the priority date of the previously-filed patent or patent application.

2.4 "**LICENSED PRODUCT**" means any product, service, kit, material, or apparatus the manufacture, use, SALE, offer for SALE, distribution, or import of which, in the absence of the license granted in this AGREEMENT, would infringe, or contribute to, or induce the infringement of, any PATENT RIGHTS were they issued in a country at the time of the infringing activity in that country.

2.5 "**LICENSED METHOD**" means any process, service or method the use or practice of which, in the absence of the license granted in this AGREEMENT, would infringe, or contribute to, or induce the infringement of any PATENT RIGHTS were they issued in a country at the time of the infringing activity in that country.

2.6 "**LICENSED FIELD-OF-USE**" means the following applications or markets: **all applications and markets without limitation ("UNRESTRICTED") for the first five (5) years after EFFECTIVE DATE, and thereafter if LICENSEE SELLS LICENSED PRODUCT for use in non-military applications within five years after EFFECTIVE DATE, the LICENSED FIELD-OF-USE remains UNRESTRICTED, otherwise LICENSED FIELD-OF-USE is military applications and markets.**

2.7 "**LICENSED TERRITORY**" means jurisdictions where REGENTS has obtained, or obtains PATENT RIGHTS, or filed corresponding patent applications under PATENT RIGHTS.

2.8 "**SUBLICENSEE**" means the third parties, AFFILIATES or JOINT VENTURES that, to the extent allowable by this AGREEMENT, are granted a sublicense by LICENSEE to practice LICENSED METHOD, or to make, have made, use, SELL, offer for SALE, distribute or import LICENSED PRODUCT.

2.9 "**SALE**" means the act of selling leasing or otherwise transferring, providing, exploiting or furnishing for use for any consideration. Correspondingly, "**SELL**" means to make a SALE or cause a SALE to be made, and "**SOLD**" means to have made a SALE or caused a SALE to have been made.

2.10 "**COMBINATION LICENSED PRODUCT**" means a LICENSED PRODUCT that is a combination of one or more LICENSED PRODUCTS with one or more products that are not LICENSED PRODUCTS ("**NLPs**") where the combination is packaged and SOLD together to a purchaser for a single price and where the purchaser can remove the LICENSED PRODUCT from the NLP and use the NLP alone, and either of the following:

2.10a the removal and usage is obvious to the purchaser from the design or operation of the combination; or

2.10b the removal and usage is described in the packaging, literature or documentation accompanying the combination.

2.11 "**NET INVOICE PRICE**" means (a) the gross invoice price charged and the value of any other consideration received for a SALE of a LICENSED PRODUCT or the performance of a LICENSE METHOD when SOLD or performed by LICENSEE, (b) the gross invoice price charged and the value of any other consideration received for a SALE of a LICENSED PRODUCT or the performance of a LICENSE METHOD when SOLD or performed by SUBLICENSEE, and in the above cases, less the following items, but only to the extent that they actually pertain to the disposition of LICENSED PRODUCT, LICENSED METHOD, COMBINATION LICENSED PRODUCT, or both, and are separately billed:

2.11a Allowances actually granted to customers for rejections, returns, prompt payment or volume discounts;

2.11b Freight, transport packing, or insurance charges associated with transportation;

2.11c Taxes, including DEDUCTIBLE VALUE-ADDED TAX, tariffs or import/export duties based on SALES when included in the gross invoice price, but excluding value-added taxes other than DEDUCTIBLE VALUE-ADDED TAX or taxes assessed on income derived from SALES. "**DEDUCTIBLE VALUE-ADDED TAX**" means value-added tax only to the extent that such value-added tax is actually incurred and is not reimbursable, refundable, or creditable under the tax authority of any country;

2.11d Discounts or rebates paid or credited to customers, third-party payers, health-care systems, or administrators solely to promote the inclusion of LICENSED PRODUCT in formulary programs;

2.11e Wholesaler's discounts or rebates to customers, third-party payers, health-care systems, or administrators solely to promote the inclusion of LICENSED PRODUCT in formulary programs; and

2.11f Rebates or discounts paid or credited pursuant to applicable law.

2.12 "**NET SALES PRICE**" means the NET INVOICE PRICE except in the instances described as follows:

2.12a In those instances where LICENSED PRODUCT, or LICENSED METHOD is not SOLD, but is otherwise exploited, the NET SALES PRICE for the purpose of computing royalties for LICENSED PRODUCT and LICENSED METHOD are determined as follows:

i. If LICENSEE and/or any SUBLICENSEE are currently offering for SALE products or services that are the same or similar to LICENSED PRODUCT or LICENSED METHOD, then the NET SALES PRICE for LICENSED PRODUCT or LICENSED METHOD otherwise exploited is the NET INVOICE PRICE of products or services of the same or similar kind and quality, SOLD in similar quantities, currently being offered for SALE by the LICENSEE and/or any SUBLICENSEE; or

ii. If LICENSEE and/or any SUBLICENSEE are not currently offering for SALE products or services that are the same or similar to LICENSED PRODUCT or LICENSED METHOD, then NET SALES PRICE for a LICENSED PRODUCT or LICENSED METHOD otherwise exploited, is the average NET INVOICE PRICE at which products or services of the same or similar kind and quality, SOLD in similar quantities, are currently being offered for SALE by other manufacturers; or

iii. If LICENSEE, SUBLICENSEE and/or any other companies are not currently offering for SALE products or services that are the same or similar to LICENSED PRODUCT or LICENSED METHOD, then NET SALES PRICE for a LICENSED PRODUCT or LICENSED METHOD otherwise exploited, is the LICENSEE's and/or any SUBLICENSEE's costs of manufacture of LICENSED PRODUCT or costs of performing LICENSED METHOD, determined by the customary accounting procedures of the LICENSEE and/or any SUBLICENSEE, plus one-hundred percent (100%) of those costs.

2.12b Sales of COMBINATION LICENSED PRODUCTS: The applicable NET SALES PRICE for any COMBINATION LICENSED PRODUCT will be calculated by:

i. Multiplying the NET INVOICE PRICE of the COMBINATION LICENSED PRODUCT by the ratio of the average NET INVOICE PRICE of the LICENSED PRODUCT included in the combination (during the six-month period in which such combination SALE occurred) to the sum of the average NET INVOICE PRICE of each of the LICENSED PRODUCT and the NLPs included in the combination (during the six-month period in which such combination SALE occurred); or

ii. If an item included in the combination is not offered for SALE by LICENSEE, then

a. The NET INVOICE PRICE of the item will equal the average NET INVOICE PRICE at which products of the same or similar kind and quality, sold in similar quantities, are offered for SALE by other manufacturers (during the six months in which such combination SALE occurred) to the extent such information is readily available to LICENSEE; or

b. If the items are not offered for SALE by LICENSEE or any other company or cannot be reasonably ascertained by LICENSEE, then the NET INVOICE PRICE of the item will equal LICENSEE's cost of goods sold ("**COGS**") related to the manufacture of the item as determined by the customary accounting procedures of LICENSEE.

2.12c For a REACQUISITION SALE OR EXPLOITATION, the NET SALES PRICE means the NET INVOICE PRICE upon the SALE of LICENSED PRODUCT or LICENSED METHOD by LICENSEE or SUBLICENSEE. "**REACQUISITION SALE OR EXPLOITATION**" means those instances where the LICENSEE or a SUBLICENSEE acquires LICENSED PRODUCT or LICENSED METHOD and then subsequently SELLS such LICENSED PRODUCT or LICENSED METHOD;

2.12d For any RELATIONSHIP-INFLUENCED SALE of LICENSED PRODUCT or LICENSED METHOD, the NET SALES will be based on the NET INVOICE PRICE at which the RELATIONSHIP-INFLUENCED SALE PURCHASER resells LICENSED PRODUCT. "**RELATIONSHIP-INFLUENCED SALE**" means a SALE of LICENSED PRODUCT or LICENSED METHOD, between LICENSEE and any SUBLICENSEE or between LICENSEE and/or SUBLICENSEE and an AFFILIATE, a JOINT VENTURE, or a RELATED PARTY, "**RELATIONSHIP-INFLUENCED SALE PURCHASER**" means the purchaser of LICENSED PRODUCT or LICENSED METHOD in a RELATIONSHIP-INFLUENCED SALE.

2.13 "**AFFILIATE**" means any entity that, directly or indirectly, CONTROLS LICENSEE, is CONTROLLED by LICENSEE, or is under common CONTROL with LICENSEE, "**CONTROL**" means as follows: (a) having the actual, present capacity to elect a majority of the directors of such affiliate; (b) having the power to direct at least forty percent (40%) of the voting rights entitled to elect directors; or (c) in any country where the local law will not permit foreign equity participation of a majority, then ownership or control, directly or indirectly, of the maximum percentage of such outstanding stock or voting rights permitted by local law.

2.14 "**JOINT VENTURE**" means any separate entity established pursuant to an agreement between a third party and LICENSEE and/or SUBLICENSEE to constitute a vehicle for a joint venture, in which the separate entity manufactures, uses, purchases, SELLS, or acquires LICENSED PRODUCT or LICENSED METHOD from LICENSEE and/or SUBLICENSEE.

2.15 "**RELATED PARTY**" means a corporation, firm, or other entity with which, or individual with whom, LICENSEE and/or any SUBLICENSEE (or any of their respective stockholders, subsidiaries or AFFILIATES) have an agreement, understanding, or arrangement (for example, an agreement providing LICENSEE and/or SUBLICENSEE with an option to purchase stock or equity interest, or a share of revenue or profits) that (a) is unrelated to the SALE of LICENSED PRODUCT or LICENSED METHOD and without which such other agreement, understanding, or arrangement, the amounts, if any, charged by LICENSEE or SUBLICENSEE to such entity or individual for LICENSED PRODUCT, would be higher than the NET INVOICE PRICE actually received, or (b) if such agreement, understanding, or arrangement results in LICENSEE or SUBLICENSEE extending to such entity or individual lower prices for LICENSED PRODUCT or LICENSED METHOD than those charged to others without such agreement, understanding, or arrangement buying similar products or services in similar quantities.

2.16 "**CURRENT CAPITALIZATION**" means all the shares of outstanding Common Stock, consisting of 0 shares, all shares of outstanding Preferred Stock, consisting of 0 shares, and all shares of Common Stock authorized for issuance to employees, consultants and directors pursuant to the LICENSEE's Stock Purchase Agreements, of which **776,000** are authorized.

3. GRANT OF LICENSE

3.1 Licensee Grant: Subject to the limitations set forth in this AGREEMENT, including the license granted to the U.S. Government and rights reserved for REGENTS as well as other educational and nonprofit institutions, REGENTS hereby grants to LICENSEE an exclusive license under PATENT RIGHTS to make, have made, use, SELL, offer for SALE, distribute and import LICENSED PRODUCT and to practice LICENSED METHOD in LICENSED TERRITORY in LICENSED FIELD-OF-USE, with LICENSED FIELD-OF-USE is subject to modification as specified in Paragraph 2.6.

3.2 Reserved Rights: REGENTS expressly reserves the rights to (a) publish any and all technical data resulting from any research performed by REGENTS relating to the INVENTIONS, (b) make and use the INVENTIONS and related technology for educational and research purposes, (c) disseminate tangible materials associated with, or required to practice the INVENTIONS and/or PATENT RIGHTS to researchers at nonprofit institutions for educational and research purposes, and (d) allow other educational and nonprofit institutions to make and use the INVENTIONS and related technology for educational and research purposes only.

3.3 Government Obligations: The licenses granted in this AGREEMENT are subject to the overriding obligations to the U.S. Government including:

3.3a In accordance with 35 USC §200-212 and implementing regulations, REGENTS has granted back to the U.S. Government a non-exclusive, non-transferable, irrevocable, paid-up license to practice or have practiced INVENTIONS for or on behalf of the U.S. Government throughout the world;

3.3b In accordance with 37 CFR §401.14(h), REGENTS has an obligation to report on the utilization of the INVENTIONS; and in order to fulfill this obligation, LICENSEE has a continuing responsibility to keep REGENTS informed of the large/small entity status (as defined in 15 USC §632) of LICENSEE and its SUBLICENSEES;

3.3c In accordance with PL 96-517 as amended by PL 98-620, to the extent required by law or regulation, LICENSED PRODUCT that is exclusively SOLD in the U.S. will be substantially manufactured in the US.

4. GRANT OF SUBLICENSES

4.1 Sublicense Grant: REGENTS hereby grants to LICENSEE the right to issue sublicenses to SUBLICENSEES to make, have made, use, SELL, offer for SALE, distribute or import LICENSED PRODUCT and to practice the LICENSED METHOD in LICENSED FIELD-OF-USE in LICENSED TERRITORY, provided that LICENSEE has exclusive rights in the LICENSED FIELD-OF-USE (with modification as specified in Paragraph 2.6) under this AGREEMENT on the effective date of the sublicense agreement. For the avoidance of doubt, AFFILIATES and JOINT VENTURES do not have licenses under the PATENT RIGHTS unless such AFFILIATES and JOINT VENTURES are granted a sublicense.

4.2 Terms: To the extent applicable, all sublicensees will include all of the rights of, and will require the performance of all the obligations due to REGENTS and, if applicable, to the U.S. Government, that are contained in this AGREEMENT, including, but not limited to, at least the following terms:

4.2a A statement setting forth the date upon which LICENSEE's exclusive rights, privileges, and license hereunder will expire;

4.2b The same provision for indemnification of REGENTS as has been provided for in this AGREEMENT;

4.2c A statement such that, to the extent applicable, the obligations of this AGREEMENT will be binding upon the SUBLICENSEE as if it were n place of LICENSEE, except as follows:

i. EARNED ROYALTY rates and MINIMUM ANNUAL ROYALTIES may be higher than those specified in this AGREEMENT; and

ii. SUBLICENSEES will be precluded from granting further sublicenses unless agreed to in writing by REGENTS.

4.3 Notification: LICENSEE will notify REGENTS of each sublicense granted pursuant to this AGREEMENT, and furnish to REGENTS a summary of the material terms of each sublicense agreement.

4.4 Responsibilities: For purposes of this AGREEMENT, the operations of all SUBLICENSEES are deemed to be the operations of LICENSEE, for which LICENSEE is responsible. Also, LICENSEE will guarantee and deliver the payment of all monies due REGENTS from SUBLICENSEES; and LICENSEE will collect and deliver all reports due REGENTS from SUBLICENSEES.

4.5 Termination: Upon termination of this AGREEMENT for any reason, REGENTS, at its sole discretion, will determine whether any or all sublicenses that are granted pursuant to this AGREEMENT will be canceled or remain in effect and assigned to REGENTS, but if REGENTS opts to assign sublicenses to REGENTS, then REGENTS will not be bound to perform any duties or obligations set forth in any such sublicenses that extend beyond the duties and obligations of REGENTS as set forth in this AGREEMENT.

4.6 Sublicense Fees: LICENSEE will pay to REGENTS one percent (1%) of any cash and of the cash equivalent of other consideration owed to LICENSEE for the grant of rights under each sublicense agreement in addition to all other payments by LICENSEE to REGENTS as specified in this AGREEMENT including EARNED ROYALTIES as specified in Paragraph 6.2 of this AGREEMENT.

4.7 Comprehensive Commercialization: If REGENTS (to the extent of the actual knowledge of the licensing professional responsible for administrating this AGREEMENT) or a third party discovers that the INVENTIONS are useful for an application covered by the LICENSED FIELD-OF-USE, but for which LICENSEE and its SUBLICENSEES have not developed or are not currently developing LICENSED PRODUCT or LICENSED METHOD ("**NEW APPLICATION**"), then:

4.7a REGENTS may give written notice to LICENSEE identifying the NEW APPLICATION, except for the following: (a) information that is subject to restrictions of confidentiality with third parties, or (b) information that originates with REGENTS personnel who do not assent to its disclosure to LICENSEE. If REGENTS gives such written notice to LICENSEE, then LICENSEE will have ninety (90) days to give REGENTS written notice stating whether LICENSEE elects to develop LICENSED PRODUCT or LICENSED METHOD for the application;

4.7b If LICENSEE elects to develop and commercialize LICENSED PRODUCT or LICENSED METHOD for the NEW APPLICATION, then LICENSEE will submit a commercialization plan with performance milestones and PROGESS REPORT to REGENTS in accordance with the Progress Report Article of this AGREEMENT;

4.7c If LICENSEE elects not to develop and commercialize LICENSED PRODUCT or LICENSED METHOD for the NEW APPLICATION, then REGENTS may seek third parties to develop and commercialize LICENSED PRODUCT or LICENSED METHOD for the NEW APPLICATION. If REGENTS is successful in finding a third party, it will refer such third party to LICENSEE. If the third party requests a sublicense under this AGREEMENT, then LICENSEE will report the request to REGENTS within thirty (30) days from the date of such request:

i. If such request results in a sublicense, then LICENSEE will report it to REGENTS in accordance with this AGREEMENT;

ii. If LICENSEE has not granted a sublicense to the third party within six (6) months after receiving such request, then within thirty (30) days after such refusal, LICENSEE will submit to REGENTS a report specifying the license terms proposed by the third party and a written justification for LICENSEE's refusal to grant the proposed sublicense. If REGENTS, at its sole discretion, determines that the terms of the sublicense proposed by the third party are reasonable under the totality of the circumstances, taking into account LICENSEE's LICENSED PRODUCTS or LICENSED METHOD in development, then REGENTS will have the right to grant to the third party a license to make, have made, use, SELL, offer for SALE, distribute and import LICENSED PRODUCTS or LICENSED METHOD for use in the LICENSED FIELD-OF-USE at substantially the same terms most recently proposed to LICENSEE by that the third party and providing royalty rates that are at least equal to those paid by LICENSEE.

5. FEES

5.1 Issue Fee: As partial consideration for all rights and licenses granted by REGENTS to LICENSEE herein, LICENSEE will pay to REGENTS a license issue fee of five thousand dollars ($5,000) due and payable at execution of this AGREEMENT.

5.2 Equity: As partial consideration for all rights and licenses granted by REGENTS to LICENSEE herein, and based upon the CURRENT CAPITALIZATION, LICENSEE will provide and deliver to REGENTS 31,040 shares of its Common Stock ("**EQUITY**") representing four percent (4%) of CURRENT CAPITALIZATION in accordance with the terms of a Shareholder's Agreement by and between REGENTS and LICENSEE. This Shareholder's Agreement is subject to approval by REGENTS, and if this approval is not received, then the parties will negotiate alternate consideration. Within 30 days after execution by REGENTS of this Shareholder's Agreement, LICENSEE will deliver the EQUITY to REGENTS. Also, as REGENTS holds any EQUITY, LICENSEE will grant REGENTS observer rights during LICENSEE's Board of Director meetings.

5.3 Fee Notes: The license issue fee is not refundable, not creditable, and not an advance against any other payments by LICENSEE to REGENTS pursuant to this AGREEMENT.

6. ROYALTIES

6.1 Applicability: EARNED ROYALTIES will be payable on LICENSED PRODUCT and LICENSED METHOD covered by PATENT RIGHTS.

6.2 Rate: As further consideration for all LICENSEE's rights and licenses granted herein, LICENSEE will pay to REGENTS an earned royalty based on the NET SALES PRICE ("**EARNED ROYALTY**") at the rate of one percent (1%) based on the NET SALES PRICE of LICENSED PRODUCT or LICENSED METHOD.

6.3 Schedule: EARNED ROYALTIES accruing to REGENTS will be paid to REGENTS semi-annually on or before the following dates of each calendar year:

- February 28 for the calendar six months ending December 31
- August 31 for the calendar six months ending June 30

6.4 Minimum Annual Royalty: LICENSEE will pay to REGENTS a minimum annual royalty in the amounts as set forth below, by February 28 of the calendar year in which payment is due, and each payment will be credited against the EARNED ROYALTY due and owing for the calendar year in which each payment is made.

- Beginning in the first calendar year after the first occurrence of NET SALES PRICE that is royalty bearing (in other words, not SOLD or reSOLD to the U.S. Government):
- Next calendar year: $5,000

- Next calendar year: $7,500
- Next calendar year: $10,000
- Next calendar year: $12,500
- Every calendar year thereafter: $15,000 but subject to the following:

6.4a If LICENSEE does not SELL LICENSED PRODUCT or LICENSED METHOD for use in non-military applications within five (5) years after EFFECTIVE DATE, then LICENSEE's LICENSED FIELD-OF-USE will be modified as specified in Paragraph 2.6, and minimum annual royalties will remain as specified above; or

6.4b If LICENSEE does SELL LICENSED PRODUCT or LICENSED METHOD for use in non-military applications within five (5) years after EFFECTIVE DATE, then LICENSEE's minimum annual royalties will increase as follows:

- In the calendar year following the calendar year in which minimum annual royalty is $12,500: $15,000
- Next calendar year: $20,000
- Every calendar year thereafter: $25,000

6.5 Sales Outside US:

6.5a Charges: EARNED ROYALTIES on NET SALES PRICE received in any country outside the U.S. will not be reduced by any taxes, fees, or other charges imposed by the government of such country except those taxes, fees, and charges allowed under the provision of the Definition of NET SALES PRICE as described in this AGREEMENT. LICENSEE also will be responsible for all bank transfer charges;

6.5b Conversion: When LICENSED PRODUCT or LICENSED METHOD is SOLD for monies other than U.S. dollars, the EARNED ROYALTIES and any other consideration due to REGENTS will first be determined in the foreign currency of the country in which such LICENSED PRODUCTS or LICENSED METHOD were SOLD or other consideration was received and then converted into equivalent U.S. dollars. The exchange rate will be the average exchange rate quoted in the Wall Street Journal during the last thirty (30) days of the reporting period.

6.6 Patent Expiration or Termination: In the event that any patent, patent application, or any claim thereof included within PATENT RIGHTS expires or is held invalid in a final decision by a court of competent jurisdiction and last resort and from which no appeal has or can be taken, all obligation to pay royalties based on such patent, patent application, or claim or any claim patentably indistinct therefrom will cease as of the date of such final decision. However, LICENSEE is not relieved from paying any royalties that accrued before such final decision, and LICENSEE is obligated to pay the full amount of royalties due hereunder.

6.7 U.S. Government Obligation: No royalties will be paid or collected on LICENSED PRODUCT or LICENSED METHOD distributed to or used by the U.S. Government. LICENSEE and its SUBLICENSEES agree to reduce the amount charged for LICENSED PRODUCT or LICENSED METHOD distributed to the U.S. Government by an amount equal to the royalty for such LICENSED PRODUCT or LICENSED METHOD otherwise due REGENTS.

7. DUE DILIGENCE

7.1 Obligation: Upon execution of this AGREEMENT, LICENSEE will diligently proceed with the development, manufacture, government approval, marketing and SALE of LICENSED PRODUCT or LICENSED METHOD in quantities sufficient to meet the market demands.

7.2 Performance Metrics: LICENSEE specifically commits, in accordance with the obligation stated in paragraph 7.1 to achieving the following objectives:

- By 2006 March 31: First beta unit shipped to a potential customer
- By 2006 December 31: First commercial order
- By 2007 June 30: First commercial shipment

7.3 Failure to Perform: If LICENSEE is unable to meet any of its due diligence obligations as set forth in the Paragraph above, then REGENTS may notify LICENSEE of its failure to perform.

7.3a If REGENTS gives such written notice to LICENSEE, then LICENSEE may extend the target date of any diligence obligation for an additional six (6) months upon payment to REGENTS of an additional $5,000. Additional extensions may be granted only by mutual written agreement of the parties to this AGREEMENT. Such extension fees are in addition to all other payments by LICENSEE to REGENTS pursuant to this AGREEMENT;

7.3b If LICENSEE opts not to extend the obligation or fails to meet it by the extended target date, then REGENTS will have the right and option either to terminate this AGREEMENT or to reduce LICENSEE's exclusive license to a non-exclusive, royalty-bearing license. To exercise either the right to terminate this AGREEMENT or to reduce the license to a non-exclusive license for lack of diligence as specified in this Due Diligence Article, REGENTS will give LICENSEE written notice of the deficiency. After receiving notice, LICNESEE will have sixty (60) days to cure the deficiency or to request arbitration. If REGENTS has not received a written request for arbitration or satisfactory tangible evidence that the deficiency has been cured by the end of the sixty (60)-day period, then REGENTS may, at its option, either terminate the AGREEMENT or reduce LICENSEE's exclusive license to a non-exclusive license by giving written notice to LICENSEE;

7.3c This right to terminate the AGREEMENT or reduce LICENSEE's exclusive license to a non-exclusive license, if exercised will (a) supersede the rights granted in Grant of License Article in this AGREEMENT, and (b) be REGENTS' sole remedy for breach of due diligence obligations.

7.4 Arbitration: At the request of either party, any controversy or claim arising out of or relating to the diligence provisions of this Due Diligence Article will be settled by arbitration conducted in San Francisco, CA in accordance with the then current Licensing Agreement Arbitration Rules of the American Arbitration Association. Judgment upon the award rendered by the arbitrator(s) will be binding on the parties and may be entered by either party in the court or forum having jurisdiction. In determination of due diligence, the arbitrator may determine solely the issues of fact or law with respect to termination of LICENSEE's rights under this AGREEMENT but will not have the authority to award monetary damages or grant equitable relief.

8. COMMERCIALIZATION, PROGRESS AND ROYALTY REPORTS

8.1 Report of Commercialization Plan: LICENSEE represents that the marketing overview and financial forecast provided to REGENTS are, as of the EFFECTIVE DATE of this AGREEMENT, consistent with the equivalent information contained in LICENSEE's business plan that LICENSEE has presented to its Board of Directors and to entities that have or may invest capital in LICENSEE.

8.2 Progress Reports: In order to enable REGENTS to access LICENSEE's general progress on the development of LICENSED PRODUCT and LICENSED METHOD and also determine whether or not LICENSEE has met its diligence obligations as set forth in this AGREEMENT, beginning on February 28 in the year following the year in which this AGREEMENT is executed, and semi-annually thereafter until the first SALE of each LICENSED PRODUCT or LICENSED METHOD, LICENSEE will submit to REGENTS a progress report as described hereunder covering activities by LICENSESE and its SUBLICENSEES related to the development, testing, government approval, and marketing of all LICENSED PRODUCT and LICENSED METHOD ("**PROGRESS REPORT**").

8.3 Contents of Progress Reports: Each PROGRESS REPORT submitted by LICENSEE to REGENTS will include, but is not limited to, a detailed summary of the following topics:

- Summary of work completed and in progress;
- Summary of actual and anticipated events and milestones;
- The date of first SALE, if any, of LICENSED PRODUCT or LICENSED METHOD; and
- Activities of SUBLICENSEES if any, including any change in their large/small entity status (as defined in 15 USC §632).

8.4 Royalty Reports: After the first SALE of LICENSED PRODUCT or LICENSED METHOD, LICENSEE will provide semi-annually royalty reports ("**ROYALTY REPORT**") to REGENTS on or before each February 28 and August 31 of each year.

8.5 Contents of Royalty Reports: Each such ROYALTY REPORT will cover the most recently completed calendar quarter (October through December, January through March, April through June, and July through September) and will include, but not be limited to, the following:

8.5a Pricing: The gross invoice prices of LICENSED PRODUCT or LICENSED METHOD that are SOLD by LICENSEE and its SUBLICENSEES;

8.5b Revenue: NET SALES PRICE of LICENSED PRODUCT or LICENSED METHOD that are SOLD by LICENSEE and its SUBLICENSEES;

8.5c Volume: The quantity of LICENSED PRODUCT or LICENSED METHOD manufactured and SOLD by LICENSEE and its SUBLICENSEES;

8.5d Royalty: The EARNED ROYALTIES due REGENTS, in U.S. dollars, payable hereunder with respect to NET SALES PRICE of LICENSEE and its SUBLICENSEES;

8.5e Calculations: The method used to calculate EARNED ROYALTY, specifying all deductions taken and the dollar amount of each such deduction as well as the exchange rates used, if any;

8.5f Non-cash Consideration: The amount of the cash and the amount of the cash equivalent of the non-cash consideration as provided for in this AGREEMENT, including the method used to calculate the non-cash consideration; and

8.5g Sublicenses: The name and address of new SUBLICENSEES and their large/small entity status (as defined by 15 USC §632) along with a summary of the material terms of each new sublicensing agreement consummated.

8.6 No Sale: If LICENSED PRODUCT or LICENSED METHOD have not been SOLD during any reporting period after the first SALE of LICENSED PRODUCT or LICENSED METHOD, then the ROYALTY REPORT for that reporting period will contain a statement to this effect.

9. BOOKS AND RECORDS

9.1 Obligation: LICENSEE will keep books and records accurately showing all payment due to REGENTS and all LICENSED PRODUCT or LICENSED METHOD manufactured, used, SOLD, offered for SALE, distributed, imported, and/or otherwise exploited under the terms of this AGREEMENT. Such books and records will be preserved for at least five (5) years after the date of the payment to which they pertain and will be open to examination by representatives or agents of REGENTS at reasonable times to determine their accuracy and assess the LICENSEE'S compliance with the terms of this AGREEMENT.

9.2 Costs. The fees and expenses of representatives of REGENTS that perform the examination will be borne by REGENTS. However, if an error in royalties of more than five percent (5%) of the total royalties due for any year is discovered or any other material term of this AGREEMENT is discovered to have been breached, then LICENSEE will bear the cost of the examination. LICENSEE will remit any underpayment to REGENTS within thirty (30) days of the examination result.

10. LIFE OF THE AGREEMENT

10.1 Duration: Unless otherwise terminated by operation of law or by acts of the parties in accordance with the terms of this AGREEMENT, this AGREEMENT will remain in effect in each country from the EFFECTIVE DATE until the expiration or abandonment of the last of the PATENT RIGHTS licensed hereunder in such country.

10.2 Surviving Rights. Any termination or expiration of this AGREEMENT will not affect the rights and obligations set forth in the following Paragraphs and Articles of this AGREEMENT:

- Article 2 Definition
- Article 4 Grant of Sublicenses
- Article 9 Books and Records
- Article 10 Life of Agreement
- Article 12 Disposition of Products
- Paragraphs 14.6 and 14.7 Patent Prosecution and Maintenance
- Article 16 Limited Warranty
- Article 17 Limitation on Liability
- Article 18 Indemnification
- Article 19 Confidentiality
- Article 20 Notices
- Paragraph 21.3 Late Payments
- Article 22 Governing Laws, Venue and Attorneys' Fees
- Paragraph 25.1 Use of Names and Trademarks

10.3 No Relief: The termination or expiration of this AGREEMENT (a) will not relieve LICENSEE of its obligation to make any payments pursuant to this AGREEMENT that are owed to REGENTS at the time of such termination or expiration, (b) will not impair any accrued right of REGENTS including the right to receive EARNED ROYALTIES and other fees in accordance with this AGREEMENT, and (c) will not relieve any obligation, of either party to the other party, that was established prior to such termination or expiration.

10.4 Bankruptcy: This AGREEMENT will automatically terminate without the obligation to provide any notice as set forth in this AGREEMENT upon the filing of a petition for relief under the U.S. Bankruptcy Code by or against the LICENSEE as a debtor or alleged debtor.

11. TERMINATION

11.1 Termination by REGENTS: If LICENSEE violates or fails to perform any term of this AGREEMENT, the REGENTS may give written notice of such default ("**NOTICE OF DEFAULT**") to LICENSEE. If LICENSEE fails to repair such default within sixty (60) days after the date such notice takes effect, the REGENTS will have the right to immediately terminate this AGREEMENT and the licenses hereunder by providing a written notice of termination ("**NOTICE OF TERMINATION**") to LICENSEE.

11.2 Termination by LICENSEE: LICENSEE has the right at any time to terminate this AGREEMENT by providing a NOTICE OF TERMINATION to REGENTS. Moreover, LICENSEE is entitled to terminate its rights under PATENT RIGHTS on a country-by-country basis by giving notice in writing to REGENTS. The termination of this AGREEMENT will be effective no earlier than ninety (90) days from the effective date of such notice.

12. DISPOSITION OF PRODUCTS UPON TERMINATION

12.1 Termination: Within a period of one hundred and twenty (120) days after the date of termination, LICENSEE can complete any partially made or rendered LICENSED PRODUCT, and SELL all previously made or partially made LICENSED PRODUCT, provided however, that the SALE of such LICENSED PRODUCT or LICENSED METHOD is subject to the terms of this AGREEMENT including, but not limited to, the payment of EARNED ROYALTIES at the times provided herein and the rendering of ROYALTY REPORTS in connection therewith. LICENSEE cannot otherwise make, SELL, offer for SALE, distribute or import LICENSED PRODUCT, or practice the LICENSED METHOD after the date of termination.

12.2 Expiration. If applicable PATENT RIGHTS existed at the time of any making, SALE, offer for SALE, distribution or import of a LICENSED PRODUCT or LICENSED METHOD, then EARNED ROYALTIES will be paid at the times provided herein and ROYALTY REPORTS will be rendered in connection therewith, notwithstanding the absence of applicable PATENT RIGHTS with respect to such LICENSE PRODUCT or LICENSED METHOD at any later time. Otherwise, no EARNED ROYALTIES will be paid on such product.

13. PATENT MARKING

13.1 US: LICENSEE agrees to mark LICENSED PRODUCT (or their containers or labels) made, SOLD, licensed or otherwise disposed of by LICENSEE in the U.S. under the license granted in this AGREEMENT (a) with the words "Patent Pending" prior to the issuance of patents under PATENT RIGHTS, and (b) with the patent numbers of the PATENT RIGHTS following the issuance in the U.S. of one or more patents under PATENT RIGHTS.

13.2 International: All LICENSED PRODUCT shipped to, manufactured, or SOLD in countries outside of the U.S. will be marked in such manner as to conform to the patent laws and practice of such countries.

14. PATENT PROSECUTION AND MAINTENANCE

14.1 Obligations: REGENTS will diligently prosecute and maintain the U.S. and foreign patents and patent applications comprising the PATENT RIGHTS using counsel of its choice who will take instructions solely from REGENTS, provided that the continued use of such counsel at any point in the patent prosecution process subsequent to EFFECTIVE DATE is subject to the approval of LICENSEE. If LICENSEE rejects five of REGENTS' choices of prosecution counsel, then REGENTS can select new prosecution counsel without LICENSEE's consent.

14.2 Interaction: REGENTS will promptly provide LICENSEE with copies of all relevant documentation including itemized billing statements from REGENTS' counsel ("**PATENT DOCUMENTATION**") so that LICENSEE will be informed and apprised of the continuing prosecution, and LICENSEE agrees to keep PATENT DOCUMENTATION confidential in accordance with Confidentiality Article of this AGREEMENT. LICENSEE and its patent counsel have the right to consult with the patent counsel chosen by REGENTS. REGENTS agree to designate one of the named inventors of INVENTIONS as the inventors' point of contact with REGENTS' counsel subject to agreement with the investors. The inventor's point of contact will provide detailed input to REGENTS' counsel subject to the approval by REGENTS' representative who will be copied or included in all communications.

14.3 Comments: LICENSEE can comment on PATENT DOCUMENTATION sufficiently in advance of any initial deadline for filing a response, provided, however, if LICENSEE has not commented upon PATENT DOCUMENTATION in reasonable time for REGENTS to sufficiently consider LICENSEE's comments prior to a deadline with the relevant government patent office, or if REGENTS will act to preserve PATENT RIGHTS, then REGENTS is free to respond without consideration of LICENSEE's comments, if any.

14.4 Claims Requests: REGENTS will use reasonable efforts to amend any patent application to include claims requested by LICENSEE and required to protect LICENSED PRODUCT contemplated to be SOLD, or LICENSED METHOD to be practiced, under this AGREEMENT.

14.5 Foreign Filing Requests: At LICENSEE's request, and if available, REGENTS will file, prosecute, and maintain patent applications and patents included under PATENT RIGHTS in foreign countries. REGENTS' counsel will file Patent Cooperation Treaty applications at the time of filing the U.S. non-provisional applications. LICENSEE will notify REGENTS within fifteen (15) months of the filing of the correspondence U.S. patent application of its request for REGENTS to file foreign counterpart patent applications. This notice concerning foreign filing will be in writing and will identify the countries desired. The absence of such a notice from LICENSEE to REGENTS within the fifteen (15) month period will be considered an election by LICENSEE not to request REGENTS to secure foreign PATENT RIGHTS on LICENSEE's behalf. REGENTS has the right to file patent applications at its own expense in any country that LICENSEE does not include in its list of desired countries, and such patent applications and resultant patents, if any, will not be included in the licenses granted hereunder.

14.6 Costs: LICENSEE will pay all costs of obtaining patentability opinions, preparing, filing, prosecuting in whatsoever manner, and maintaining all U.S. and corresponding foreign patent applications and resulting patents specified under PATENT RIGHTS ("**PATENT PROSECUTION COSTS**"), including, but not limited to, PATENT PROSECUTION COSTS incurred by REGENTS prior to the execution of this AGREEMENT as well as interferences, oppositions, reexaminations, and reissues. LICENSEE will reimburse REGENTS for all PATENT PROSECUTION COSTS within thirty (30) days following receipt of an itemized invoice from REGENTS for PATENT PROSECUTION COSTS except that only up to five thousand dollars ($5,000) in invoices will be due prior to 2006 June 30, and any remaining amount will be due promptly thereafter. However, if REGENTS reduces the exclusive licenses granted herein to non-exclusive licenses pursuant to the Due Diligence Article of this AGREEMENT and REGENTS grants additional licenses, then the PATENT PROSECUTION COSTS will be divided equally among the licensed parties from the effective date REGENTS give written notice to LICENSEE of the reduction of LICENSEE's exclusive license to a non-exclusive license.

14.7 Termination: LICENSEE will pay any PATENT PROSECUTION COSTS incurred during the three (3)-month period after receipt by either party of a NOTICE OF TERMINATION, even if the invoices for such PATENT PROSECUTION COSTS are received by REGENTS after the end of the three (3)-month period following receipt of a NOTICE OF TERMINATION.

14.8 LICENSEE may terminate its obligations to pay PATENT PROSECUTION COSTS with respect to any particular patent application or patent under PATENT RIGHTS in any or all designated countries upon written notice to REGENTS. REGENTS may continue the prosecution and/or maintenance of such patent application or patent at its sole discretion and expense, provided, however, that LICENSEE will have no further rights or licenses thereunder.

15. PATENT INFRINGEMENT

15.1 Obligations: In the event that REGENTS (to the extent of the actual knowledge of the licensing professional responsible for the administration of this AGREEMENT) or LICENSEE learns of infringement of potential commercial significance of any patent licensed under this AGREEMENT, then the knowledgeable party will provide the other with written notice of such infringement and any evidence of such infringement available to it ("**INFRINGEMENT NOTICE**"). During the period in which, and in the jurisdiction where, LICENSEE has exclusive rights under this AGREEMENT, neither REGENTS nor LICENSEE will notify a third party (including the infringer) of infringement or put such third party on notice of the existence of any PATENT RIGHTS without first obtaining consent of the other, which shall not be unreasonably withheld. If LICENSEE notifies a third party of infringement or puts such third party on notice of the existence of any PATENT RIGHTS with respect to such infringement without first obtaining the written consent of REGENTS, then REGENTS will have the right to terminate this AGREEMENT immediately without the obligation to provide early notice as set forth in this AGREEMENT. Both REGENTS and LICENSEE will use their diligent efforts to cooperate with each other to terminate such infringement without litigation.

15.2 Licensee Initiated Suit: If within ninety (90) days following the date that the INFRINGEMENT NOTICE takes effect, the infringing activity of potential commercial significance by the infringer has not been abated, then LICENSEE may institute suit for patent infringement against the infringer. REGENTS may voluntarily join such suit as its own expense, but may not thereafter commence suit against the infringer for the acts of infringement that are the subject of LICENSEE's suit or any judgment rendered in that suit. LICENSEE may not join REGENTS in a suit initiated by LICENSEE without REGENTS' prior written consent. In a suit initiated by LICENSEE, if REGENTS is involuntarily jointed other than by LICENSEE, then LICENSEE will pay any costs incurred by REGENTS arising out of such suit, including but not limited to, any legal fees of counsel that REGENTS selects and retains to represent REGENTS in the suit.

15.3 REGENTS Initiated Suit: If within a hundred and twenty (120) days following the date that the INFRINGEMENT NOTICE takes effect (a) the infringing activity of potential commercial significance by the infringer has not been abated, and (b) LICENSEE has not brought suit against the infringer, then REGENTS may institute suit for patent infringement against the infringer. If REGENTS institutes such suit, then LICENSEE may not join such suit without REGENTS' consent and may not thereafter commence suit against the infringer for the acts of infringement that are the subject of REGENTS' suit or any judgment rendered in that suit. In a suit initiated by REGENTS, if LICENSEE is involuntarily joined other than by REGENTS, then REGENTS will pay any costs incurred by LICENSEE arising out of such suit with respect to patent infringement, patent validity, and patent enforceability, including but not limited to, any legal fees of counsel that REGENTS selects and retains to represent LICENSEE in the suit.

15.4 Allocation of Recovery: Any recovery or settlement received in connection with any suit will first be shared by REGENTS and LICENSEE equally to cover the litigation costs each incurred, and next will be paid to REGENTS or LICENSEE to cover any litigation costs that either party incurred in excess of the litigation costs of the other. Any recovery in excess of litigation costs will be shared between LICENSEE and REGENTS as follows:

15.4a In any suit initiated by REGENTS, any recovery in excess of litigation costs will belong to REGENTS;

15.4b In any suit initiated by LICENSEE, any recovery in excess of litigation costs will be shared between LICENSEE and REGENTS as follows:

i. If REGENTS joins the suit, any recovery in excess of litigation costs will be shared in proportion to the costs incurred by each party, but in no event will REGENTS proportion be less than ten percent (10%);

ii. If REGENTS do not join the suit, any recovery in excess of litigation costs will belong to LICENSEE.

15.5 Binding: REGENTS and LICENSEE agree to be bound by all determinations of patent infringement, validity, and enforceability (but no other issue) resolved by any adjudicated judgment in a suit brought in compliance with this Article.

15.6 Compliance: Any agreement made by the LICENSEE for purposes of settling litigation or other dispute will comply with the requirements of the Sublicense Article of this AGREEMENT.

15.7 Cooperation: Each party will cooperate with the other in litigation proceedings instituted hereunder but at the expense of the party who initiated the suit (unless such suit is being jointly prosecuted by the parties).

15.8 Control: The party bringing the suit will control any litigation proceedings, except that REGENTS may be represented by counsel of its choice in any suit brought by LICENSEE.

16. LIMITED WARRANTY

16.1 REGENTS warrants to LICENSEE that REGENTS has the lawful right to grant this license.

16.2 Except as expressly set forth in this AGREEMENT, the licenses and the associated INVENTION, PATENT RIGHTS, LICENSED PRODUCTS, and LICENSED METHODS are provided by REGENTS WITHOUT WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. REGENTS MAKES NO EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY THAT THE INVENTION, PATENT RIGHTS, LICENSED PRODUCTS, OR LICENSED METHODS WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK OR OTHER RIGHTS.

16.3 Nothing in this AGREEMENT is or will be construed as:

16.3a A warranty or representation by REGENTS as to the validity, enforceability, or scope of any PATENT RIGHTS; or

16.3b A warranty or representation that anything made, used, SOLD, or otherwise exploited under any license granted in this AGREEMENT is or will be free from infringement of patents, copyrights, or other rights of third parties; or

16.3c An obligation to bring or prosecute actions or suits against third parties for patent infringement except as provided in the Patent Infringement Article of this AGREEMENT; or

16.3d Conferring by implication, estoppel, or otherwise any license or rights under any patents or other rights of REGENTS other than PATENT RIGHTS, regardless of whether such patents are dominant or subordinate to PATENT RIGHTS; or

16.3e An obligation to furnish any NEW DEVELOPMENTS, know-how, technology, or technological information not provided in PATENT RIGHTS.

17. LIMITATION OF LIABILITY

17.1 REGENTS WILL NOT BE LIABLE FOR ANY LOST PROFITS, COSTS OF PROCURING SUBSTITUTE GOODS OR SERVICES, LOST BUSINESS, ENHANCED DAMAGES FOR INTELLECTUAL PROPERTY INFRINGEMENT, OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR OTHER SPECIAL DAMAGES SUFFERED BY LICENSEE, SUBLICENSEES, JOINT VENTURES, OR AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ALL CAUSES OF ACTION OF ANY KIND (INCLUDING TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY AND BREACH OF WARRANTY) EVEN IF REGENTS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

18. INDEMNIFICATION

18.1 Requirements: LICENSEE will, and will require its SUBLICENSEES to, indemnify, hold harmless, and defend REGENTS and its officers, employees, and agents, the sponsors of the research that led to the INVENTION, the inventors of any invention claimed in patents or patent applications under PATENT RIGHTS (including the LICENSED PRODUCT, and LICENSED METHODS contemplated thereunder) and inventors' employers against any and all claims, suits, losses, damage, costs, fees, and expenses resulting from, or arising out of, the exercise of this license or any sublicense. This indemnification will include, but will not be limited to, any product liability. If REGENTS, in its sole discretion, believes that there will be a conflict of interest or REGENTS will not otherwise be adequately represented by counsel chosen by LICENSEE to defend REGENTS in accordance with this Paragraph, then REGENTS may retain counsel of its choice to represent it, and LICENSEE will pay all expenses for such representation.

18.2 Insurance: During the term of this AGREEMENT and for three (3) years following its termination or expiration, LICENSEE, at its sole cost and expense, will insure its activities in connection with any work performed hereunder and will obtain and maintain insurance as follows:

18.2a Commercial Form General Liability Insurance (contractual liability included) with limits as follows:

i	Each Occurrence	$ 1,000,000
ii	Products/Completed Operations Aggregate	$ 1,000,000
iii	Personal and Advertising Injury	$ 1,000,000
iv	General Aggregate	$ 1,000,000

18.2b The coverage and limits referred to in the Subparagraph above will not in any way limit the liability of LICENSEE;

18.2c LICENSEE will furnish REGENTS with certificates of insurance evidencing compliance with all requirements. Such certificates will:

i. Provide for thirty (30) days' advance written notice to REGENTS of any modification;

ii. Indicate that REGENTS has been endorsed as an additional insured under the coverage described above; and

iii. Include a provision that the coverage will be primary and will not participate with, nor will be excess over, any valid and collectable insurance or program of self-insurance maintained by REGENTS.

18.3 Notification: REGENTS will promptly notify LICENSEE in writing of any claim or suit brought against REGENTS for which REGENTS intends to invoke the provisions of this Indemnification Article. LICENSEE will keep REGENTS informed of its defense of any claims pursuant to this Indemnification Article.

19. CONFIDENTIALITY

19.1 Obligation: LICENSEE and REGENTS will treat and maintain the other party's proprietary business, patent prosecution, software, engineering drawings, process and technical information, and other proprietary information, including the negotiated terms of this AGREEMENT, PROGRESS REPORTS, ROYALTY REPORTS and PATENT DOCUMENTATION ("**CONFIDENTIAL INFORMATION**") in confidence using at least the same degree of care as the receiving party uses to protect its own proprietary information of a like nature.

19.2 Disclosure: LICENSEE and REGENTS may use and disclose CONFIDENTIAL INFORMATION to their employees, agents, consultants, contractors, and, in the case of LICENSEE, its SUBLICENSEES, provided that such parties are bound by a like duty of confidentiality as that found in this Confidentiality Article. Notwithstanding anything to the contrary contained in this AGREEMENT, REGENTS may release this AGREEMENT, including any terms contained herein, and information regarding royalty payments or other income received in connection with this AGREEMENT to the inventors, senior administrative officials employed by REGENTS, and individual Regents upon their request. If such release is made, REGENTS will request that such terms be kept in confidence in accordance with the provisions of this Confidentiality Article.

19.3 Marking: All written CONFIDENTIAL INFORMATION will be labeled or marked confidential or proprietary. If the CONFIDENTIAL INFORMATION is orally disclosed, it will be reduced to writing or some other physically tangible form, marked and labeled as confidential or proprietary by the disclosing party and delivered to the receiving party within thirty (30) days after the oral disclosure.

19.4 General Exceptions: Nothing contained herein will in any way restrict or impair the right of LICENSEE or REGENTS to use or disclose any CONFIDENTIAL INFORMATION:

19.4a That recipient can demonstrate by written records was previously known to it prior to its disclosure by the disclosing party;

19.4b That recipient can demonstrate by written records is now, or becomes in the future, public knowledge other than through acts or omissions of recipient;

19.4c That recipient can demonstrate by written records was lawfully obtained without restrictions on the recipient from sources independent of the disclosing party; or

19.4d That is required to be disclosed pursuant to the California Public Records Act or other applicable law.

19.5 Other Exceptions: LICENSEE or REGENTS may use or disclose CONFIDENTIAL INFORMATION that is required to be disclosed:

19.5a To a governmental entity or agency in connection with seeking any governmental or regulatory approval, governmental audit, or other governmental requirement; or

19.5b By law, provided that the recipient uses reasonable efforts to give the party owning the CONFIDENTIAL INFORMATION sufficient notice of such required disclosure to allow the party owning the CONFIDENTIAL INFORMATION reasonable opportunity to object to, and to take legal action to prevent, such disclosure.

19.6 Inquiry Exceptions: REGENTS also may disclose the existence of this AGREEMENT and the extent of the grant of license and sublicenses herein to a third party that inquires whether a license to the PATENT RIGHTS is available, but REGENTS will not disclose the name of LICENSEE, unless LICENSEE has already made such disclosure publicly.

19.7 Metric Exceptions: REGENTS can publicly identify LICENSEE's corporate name and contact information as an entity with which REGENTS has an agreement that involves the commercialization of technology developed at the University of California, Berkeley; however this exception does not cover other information about this AGREEMENT including INVENTIONS and INVENTORS when used in association with LICENSEE's name.

19.8 Termination: Upon termination of this AGREEMENT, LICENSE and REGENTS will destroy or return any of the disclosing party's CONFIDENTIAL INFORMATION in its possession within fifteen (15) days following the termination of this AGREEMENT. LICENSEE and REGENTS will provide each other, within thirty (30) days following termination, with written notice that such CONFIDENTIAL INFORMATION has been returned or destroyed. Each party may, however, retain one copy of such CONFIDENTIAL INFORMATION for archival purposes in non-working files.

19.9 Expiration: The terms of this Confidentiality Article will expire in five (5) years from the effective date of termination of this AGREEMENT.

20. NOTICES

20.1 Addresses: Any notice or payment that is required to be given to either party will be deemed to have been properly given when done in writing and deposited in the U.S. mail, registered or certified, addressed as follows or to another address as designated in writing by the party changing its address:

20.1a To LICENSEE:

- Berkeley ExoTech, Inc.
- 63 Potomac Street
- San Francisco, CA 94117
- Telephone: 415-533-8062
- Facsimile: 775-366-1783
- Email: info@berkeleyexoworks.com
- Attention: President

20.1b To REGENTS:

- Office of Technology Licensing
- 2150 Shattuck Avenue, Suite 510
- Berkeley, CA 94720-1620
- Attn: Director (REGENTS Case Number BO4-002, BO5-045, BO5-093)

20.2 Effective Date: Any such properly given notice or payment will be deemed to be effective as follows:

20.2a On the date of delivery if delivered in person;

20.2b On the date of mailing if mailed by first-class certified mail; or

20.2c On the date of mailing if mailed by any global express carrier service that requires the signature of recipient to demonstrate the delivery of such notice or payment.

21. PAYMENTS

21.1 Payment Method: All consideration due REGENTS will be payable in U.S. dollars. LICENSEE will make all payments to REGENTS under this AGREEMENT by check payable to "The Regents of the University of California" and forward it to REGENTS in accordance with the Notices Article 20.

21.2 Late Payments: If any monies owed to REGENTS are not received by REGENTS when due, then LICENSEE will pay to REGENTS interest at a rate of ten percent (10%) simple interest per annum. Interest will be calculated from the date payment was due until actually received by REGENTS. Accrual of interest will be in addition to, and not in lieu of, enforcement of any other rights of REGENTS due to late payment. Acceptance by REGENTS of any late payment from LICENSEE under this Article will in no way affect the provision of the Waiver Article of this AGREEMENT.

21.3 Foreign Money Restrictions: Notwithstanding the provisions of the Force Majeure Article of this AGREEMENT, if at any time legal restrictions prevent prompt remittance of any monies or other consideration owed to REGENTS by the LICENSEE with respect to any country where a sublicense is issued or a LICENSED PRODUCT or LICENSED METHOD is SOLD, then LICENSEE will convert the amount owed to REGENTS into U.S. dollars and will pay REGENTS directly from another source of funds in order to remit the entire amount owed to REGENTS.

22. GOVERNING LAWS; VENUE; ATTORNEYS' FEES

22.1 THIS AGREEMENT WILL BE INTERPRETED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, excluding any choice of law rules that would direct the application of the laws of another jurisdiction, but the scope and validity of any patent or patent application will be governed by the applicable laws of the county of such patent or patent application.

22.2 Any legal action related to this AGREEMENT will be conducted in San Francisco, California.

22.3 The prevailing party in any suit related to this AGREEMENT will be entitled to recover its reasonable attorneys' fees in addition to its costs and necessary disbursements.

23. GOVERNMENT APPROVAL OR REGISTRATION

23.1 Obligation: If the law of any nation requires that this AGREEMENT or any associated transaction be either approved or registered with any government agency, then LICENSEE will assume all legal obligations to do so. LICENSEE will notify REGENTS if it becomes aware that this AGREEMENT is subject to a U.S. or foreign government reporting or approval requirement.

23.2 Costs: LICENSEE will make all necessary filings and pay all costs including fees, penalties, and other out-of-pocket costs associated with such reporting or approval process.

24. GOVERNMENT EXPORT AND IMPORT LAWS

24.1 LICENSEE will comply with all applicable international, national, state, regional, and local laws and regulations in performing its obligations hereunder and in its use, manufacture, SALE, or import of the LICENSED PRODUCT or practice of the LICENSED METHOD.

24.2 LICENSEE will observe all applicable U.S. and foreign laws with respect to the transfer or provision of LICENSED PRODUCT and related technical data to foreign countries, including, without limitation, the International Traffic in Arms Regulations (ITAR) and the Export Administration Regulations.

24.3 When LICENSED PRODUCT is made outside the particular country in which such LICENSED PRODUCT is used, SOLD, or otherwise exploited, then LICENSEE will manufacture LICENSED PRODUCT or practice LICENSED METHOD in compliance with applicable government importation laws and regulations of the particular country.

25. MISCELLANEOUS

25.1 Use of Names and Trademarks: Nothing contained in this AGREEMENT will be construed as conferring any right to either party to use in advertising, publicity, or other promotional activities any name, trade name, trademark, or other designation of the other party (including a contraction, abbreviation or simulation of any of the foregoing). LICENSEE is expressly prohibited from using the name "The Regents of the University of California" or the name of any campus of the University of California in advertising, publicity, or other promotional activities, unless written consent is obtained by LICENSEE from REGENTS to do so. LICENSEE may provide a copy of this AGREEMENT to investors and potential investors. Notwithstanding the foregoing, without the consent of REGENTS, LICENSEE and its AFFILIATES and SUBLICENSEES may state that it or they are licensed by REGENTS under one or more of the patents and/or patent applications comprising the PATENT RIGHTS, and that the REGENTS are an equity holder in LICENSEE.

25.2 Assignment:

25.2a LICENSEE: This AGREEMENT is personal to LICENSEE and assignable by LICENSEE only with the written consent of REGENTS, except that LICENSEE may freely assign this AGREEMENT to an acquirer of all or substantially all of LICENSEE's stock, assets or business;

25.2b REGENTS: This AGREEMENT is binding upon and will inure to be the benefit of REGENTS, its successors and assigns.

25.3 Waiver:

25.3a No waiver by either party of any breach or default of any of the duties, obligations, or agreements contained herein will be deemed a waiver as to any subsequent and/or similar breach or default;

25.3b No waiver will be valid or binding upon the parties unless made in writing and signed by a duly authorized officer of each party.

25.4 Force Majeure

25.4a Responsibility: Except for LICENSEE's obligation to make any payments to REGENTS hereunder, the parties will not be responsible for any failure to perform due to the occurrence of any events beyond their reasonable control which render their performance impossible or onerous, including, but not limited to: accidents (environmental, toxic spill, etc.); acts of God; biological or nuclear incidents; casualties; earthquakes; fires; floods; governmental acts, orders or restrictions; inability to obtain suitable and sufficient labor, transportation, fuel and materials; local, national, or state emergency; power failure and power outages; acts of terrorism; strike, and war;

25.4b Termination: Either party to this AGREEMENT, however, will have the right to terminate this AGREEMENT upon thirty (30) days' prior written notice if either party is unable to fulfill its obligations under this AGREEMENT due to any of the causes specified in the Paragraph above for a period of one (1) year.

25.5 Severability: If any of the provisions contained in this AGREEMENT are held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provisions hereof, and this AGREEMENT will be construed as if such invalid or illegal or unenforceable provisions had never been contained herein.

25.6 Scope: This AGREEMENT embodies the entire understanding of the parties and supersedes all previous communications, representations, or understandings, whether oral or written, between the parties relating to the subject matter hereof. The PREVIOUS AGREEMENT specified in the Background Section of this AGREEMENT is hereby terminated.

25.7 Amendments: No amendment or modification of this AGREEMENT will be valid or binding upon the parties unless made in writing and signed on behalf of each party.

25.8 Parties: No provisions of this Agreement are intended or will be construed to confer upon or given to any person or entity other than REGENTS and LICENSEE any rights, remedies, or other benefits under, or by reason of, this AGREEMENT.

25.9 Independence: In performing their respective duties under this AGREEMENT, each of the parties will be operating as an independent contractor. Nothing contained herein will in any way constitute any association, partnership, or joint venture between the parties hereto, or be construed to evidence the intention of the parties to establish any such relationship. Neither party will have the power to bind the other party or incur obligations on the other party's behalf without the other party's prior written consent.

25.10 Headings: The headings of the sections are inserted for convenience of reference only and are not intended to affect the meaning or interpretation of this AGREEMENT.

In witness whereof, both REGENTS and LICENSEE have executed this AGREEMENT, in duplicate originals, by their respective officers hereunto duly authorized, on the date and year hereinafter written.

Berkeley ExoWorks	The Regents of the University of California
By */s/ Nathan Harding* (Signature)	By */s/ Veronica Lanier* (Signature)
Name Nathan Harding (Please Print)	Name Veronica Lanier (Please Print)
Title Chief Financial Officer	Title Acting Director, Office of Technology Licensing
Date November 2, 2005	Date November 15, 2005

Exhibit 10.20

EXCLUSIVE LICENSE AGREEMENT FOR:
MECHANISM TO ENABLE NORMAL GAIT DESPITE LEG INJURIES,
DECREASING OXYGEN CONSUMPTION BY USE OF A
LOAD-CARRYING EXOSKELETON,
UNDER-ACTUATED TRANSFEMORAL PROSTHETIC KNEE, AND
CONTROLLING THE SWINGING LEG OF AN EXOSKELETON
UC Case Numbers: B07-128, B08-119, B08-125, B08-141

This license agreement ("**AGREEMENT**") is entered into as of the date that this AGREEMENT is fully executed by both parties ("**EFFECTIVE DATE**"), by and between The Regents of the University of California, a California corporation, having its statewide administrative offices at 1111 Franklin Street, 12th Floor, Oakland, California 94607-5200 acting through its Office of Technology Licensing, at the University of California, Berkeley, having its administrative office at 2150 Shattuck Avenue, Suite 510, Berkeley, CA 94720-1620 ("**REGENTS**"), and **Berkeley ExoTech, Inc. dba Berkeley Bionics and formerly dba Berkeley ExoWorks** ("**LICENSEE**"), a **Delaware** corporation, having a principal place of business at **2131 University Avenue, #428, Berkeley, CA 94704**. The parties agree as follows:

1. **BACKGROUND**

1.1 REGENTS has an assignment of the intellectual property characterized as (collectively "**INVENTIONS**"):

1.1a Mechanism to Support Those with Lower Leg Injuries While Enabling Them to Walk with a Near Normal Gait as described in REGENTS Case Number B07-128 and PATENT RIGHTS that was invented by Homayoon Kazerooni, Sara Marie Haislip, Jonathan Ames, and Esha Datta, all employed by the University of California, Berkeley at the time that the invention was made;

1.1b Device and Method for Decreasing Oxygen Consumption of a Person During Steady Walking by Use of a Load-Carrying Exoskeleton as described in REGENTS Case Number B08-119 and PATENT RIGHTS that was invented by Homayoon Kazerooni and Kurt Amundson, all employed by the University of California, Berkeley at the time that the invention was made, and also invented by Russ Angold and Nathan Harding, all employed by LICENSEE at the time that the invention was made; accordingly, the patent rights for this invention are expected to be jointly-owned between REGENTS and LICENSEE;

1.1c Under-Actuated Transfemoral Prosthetic Knee as described in REGENTS Case Number B08-125 and PATENT RIGHTS that was invented by Homayoon Kazerooni, Bram Gilbert, Antoon Lambrecht, Sebastian Kruse, and Matthew Rosa, all employed by the University of California, Berkeley at the time that the invention was made, and also invented by Dylan Miller Fairbanks, Adam Zoss, and Minerva Pillai, all employed by LICENSEE at the time that the invention was made; accordingly, the patent rights for this invention are expected to be jointly-owned between REGENTS and LICENSEE; and

1.1d A Method for Controlling the Swing Leg of an Exoskeleton as described in REGENTS Case Number B08-141 and PATENT RIGHTS that was invented by Homayoon Kazerooni, employed by the University of California, Berkeley at the time that the invention was made, and also invented by Kurt Amundson and Russ Angold, all employed by LICENSEE at the time the invention was made; accordingly, the patent rights for this invention are expected to be jointly-owned between REGENTS and LICENSEE.

1.2 LICENSEE and REGENTS jointly own the intellectual property resulting from the INVENTIONS described in Paragraphs 1.1b, 1.1c and 1.1d.

1.3 LICENSEE has another exclusive license agreement ("**OTHER RELATED LICENSE AGREEMENT**") with REGENTS that is related to REGENTS Case Numbers B04-002, B05-045, B05-093, and B06-042. The OTHER RELATED LICENSE AGREEMENT will co-exist with this AGREEMENT; moreover the technology, applications and markets associated with the OTHER RELATED LICENSE AGREEMENT are related to the technology, applications and markets associated with this AGREEMENT.

1.4 LICENSEE provided REGENTS with a marketing overview and financial forecasts for the commercialization of the INVENTIONS in order to evaluate LICENSEE's capabilities as a LICENSEE.

1.5 In accordance with Paragraph 3.3 of this AGREEMENT, the development of the INVENTIONS in Paragraphs 1.1b (B08-119) and 1.1c (B08-025) were sponsored in part by various grants from U.S. Government agencies, and as a consequence, REGENTS elected to retain title to the INVENTIONS subject to the rights and regulations of the U.S. Government under 35 USC 200-212 and implementing regulations, including REGENTS's grant to the U.S. Government of a non-exclusive, non-transferable, irrevocable, paid-up license to practice or have practiced the INVENTIONS for or on behalf of the U.S. Government throughout the world. These U.S. Government grants are DARPA Contract No. DAD19-01-1-0509.

1.6 LICENSEE requested certain rights from REGENTS to commercialize the INVENTIONS.

1.7 REGENTS wishes to respond to the request of the LICENSEE by granting the following rights to the LICENSEE to enable the general public to enjoy the products and other benefits derived from the INVENTION.

2. DEFINITIONS

As used in this AGREEMENT, the following terms, whether used in the singular or plural, have the following meanings:

2.1 **"PATENT RIGHTS"** excludes any rights in and to NEW DEVELOPMENTS, and means the PATENT CLAIMS of, to the extent assigned to or otherwise obtained by REGENTS, (a) the U.S. patents and patent applications, (b) the corresponding foreign patents and patent applications, and (c) any reissues, extensions, substitutions, continuations, divisions, and continuation-in-part applications (but only those PATENT CLAIMS in the continuation-in-part applications that are entirely supported in the specification and entitled to the priority date of the parent application) that are based on future patents and patent application for the following:

2.1a The INVENTION described in Paragraph 1.1a, Mechanism to Support Those With Lower Leg Injuries While Enabling Them to Walk With a Near Normal Gait, filed by Homayoon Kazerooni, Sara Marie Haislip, Esha Datta, and Jonathan Ames;

2.1b The INVENTION described in Paragraph 1.1b, Device and Method for Decreasing Oxygen Consumption of a Person During Steady Walking by Use of a Load-Carrying Exoskeleton, filed by Homayoon Kazerooni, Kurt Amundson, Nathan Harding, Russ Angold;

2.1c The INVENTION described in Paragraph 1.1c, Under-Actuated Transfemoral Prosthetic Knee, filed by Homayoon Kazerooni, Bram Gilbert Antoon Lambrecht, Sebastian Kruse, Matthew Rosa, Dylan Miller Fairbanks, Adam Zoss, and Minerva Pillai; and

2.1d The INVENTION described in Paragraph 1.1d, A Method for Controlling the Swing Leg of an Exoskeleton, filed by Homayoon Kazerooni, Kurt Amundson and Russ Angold.

2.2 **"PATENT CLAIM"** means a claim of a patent or patent application in any country that (a) has not expired; (b) has not been disclaimed; (c) has not been cancelled or superseded, or if cancelled or superseded, has been reinstated; and (d) has not been revoked, held invalid, or otherwise declared unenforceable or not allowable by a tribunal or patent authority of competent jurisdiction over such claim in such country from which no further appeal has or may be taken.

2.3 **"NEW DEVELOPMENT"** means inventions, or claims to inventions, which constitute advancements, developments, or improvements, whether or not patentable and whether or not the subject of any patent application, but if patentable, are not sufficiently supported by the specification of a previously-filed patent or patent application within the PATENT RIGHTS to be entitled to the priority date of the previously-filed patent or patent application.

2.4 **"LICENSED PRODUCT"** means any product, service, kit, material, or apparatus either (a) produced by, used in, or required for the practice of LICENSED METHOD, or (b) the manufacture, use, SALE, offer for SALE, distribution, or import of which, which for both (a) and (b) in the absence of the license granted in this AGREEMENT, would infringe, or contribute to, or induce the infringement of, any PATENT RIGHTS were they issued in a country at the time of the infringing activity in that country. The definition of LICENSED PRODUCT includes LICENSED METHOD (as defined below).

2.5 **"LICENSED METHOD"** means any process, service or method the use or practice of which, in the absence of the license granted in this AGREEMENT, would infringe, or contribute to, or induce the infringement of any PATENT RIGHTS were they issued in a country at the time of the infringing activity in that country.

2.6 **"LICENSED FIELD-OF-USE"** means the following applications or markets: **all applications and markets without limitation (no restrictions)**.

2.7 **LICENSED TERRITORY"** means jurisdictions where REGENTS has obtained, or obtains PATENT RIGHTS, or filed corresponding patent applications under PATENT RIGHTS.

2.8 **"SUBLICENSEE"** means the third parties, AFFILIATES or JOINT VENTURES that, to the extent allowable by this AGREEMENT, are granted a sublicense by LICENSEE to practice LICENSED METHOD, or to make, have made, use, SELL, offer for SALE, distribute or import LICENSED PRODUCT. For purposes of clarity, the term SUBLICENSEE excludes end-users of a LICENSED PRODUCT, or other similar instances where "use" is the only PATENT RIGHT granted to such third party.

2.9 **"SALE"** means the act of selling, leasing or otherwise transferring, providing, exploiting or furnishing for use for any consideration. Correspondingly, "SELL" means to make a SALE or cause a SALE to be made, and "SOLD" means to have made a SALE or caused a SALE to have been made.

2.10 **"COMBINATION LICENSED PRODUCT"** means a LICENSED PRODUCT that is a combination of one or more LICENSED PRODUCTS with one or more products that are not LICENSED PRODUCTS ("NLPs") where such NLP(s) has independent value from the LICENSED PRODUCT (i.e., the COMBINATION PRODUCT incorporating or using such NLP has a higher value or utility than the applicable LICENSED PRODUCT without such NLP).

2.11 **"NET INVOICE PRICE"** means the gross invoice price charged and the value of any other consideration received for a SALE of a LICENSED PRODUCT or the performance of a LICENSED METHOD when SOLD or performed by LICENSEE or SUBLICENSEE, less the following items, but only to the extent that they actually pertain to the disposition of LICENSED PRODUCT, LICENSED METHOD, COMBINATION LICENSED PRODUCT (as defined below), or combination thereof, and are separately billed:

i. Allowances actually granted to customers for rejections, returns, prompt payment or volume discounts;

ii. Freight, transport packing, or insurance charges associated with transportation;

iii. Taxes, including DEDUCTIBLE VALUE-ADDED TAX, tariffs or import/export duties based on SALES when included in the gross invoice price, but excluding value-added taxes other than DEDUCTIBLE VALUE-ADDED TAX or taxes assessed on income derived from SALES. **"DEDUCTIBLE VALUE-ADDED TAX"** means value-added tax only to the extent that such value-added tax is actually incurred and is not reimbursable, refundable, or creditable under the tax authority of any country;

iv. Discounts or rebates paid or credited to customers, third-party payers, health-care systems, or administrators solely to promote the inclusion of LICENSED PRODUCT in formulary programs;

v. Wholesaler's discounts or rebates to customers, third-party payers, health-care systems, or administrators solely to promote the inclusion of LICENSED PRODUCT in formulary programs; and

vi. Rebates or discounts paid or credited pursuant to applicable law.

2.12 **"NET SALES PRICE"** means the NET INVOICE PRICE except in the instances described as follows:

2.12a In those instances where LICENSED PRODUCT, or LICENSED METHOD is not SOLD, but is otherwise exploited, the NET SALES PRICE for the purpose of computing royalties for LICENSED PRODUCT and LICENSED METHOD are determined as follows:

i. If LICENSEE and/or any SUBLICENSEE are currently offering for SALE products or services that are the same or similar to LICENSED PRODUCT or LICENSED METHOD, then the NET SALES PRICE for LICENSED PRODUCT or LICENSED METHOD otherwise exploited is the NET INVOICE PRICE of products or services of the same or similar kind and quality, SOLD in similar quantities, currently being offered for SALE by the LICENSEE and/or any SUBLICENSEE; or

ii. If LICENSEE and/or any SUBLICENSEE are <u>not</u> currently offering for SALE products or services that are the same or similar to LICENSED PRODUCT or LICENSED METHOD, then NET SALES PRICE for a LICENSED PRODUCT or LICENSED METHOD otherwise exploited, is the average NET INVOICE PRICE at which products or services of the same or similar kind and quality, SOLD in similar quantities, are currently being offered for SALE by other manufacturers; or

iii. If LICENSEE, SUBLICENSEE and/or <u>any other companies are not</u> currently offering for SALE products or services that are the same or similar to LICENSED PRODUCT or LICENSED METHOD, then the NET SALES PRICE for LICENSED PRODUCT or LICENSED METHOD otherwise exploited, is the LICENSEE's and/or any SUBLICENSEE's costs of manufacture of LICENSED PRODUCT or costs of performing LICENSED METHOD, determined by the customary accounting procedures of the LICENSEE and/or any SUBLICENSEE, plus one-hundred percent (100%) of those costs.

2.12b Sales of COMBINATION LICENSED PRODUCTS: The applicable NET SALES PRICE for any COMBINATION LICENSED PRODUCT will be calculated by

i Multiplying the NET INVOICE PRICE of the COMBINATION LICENSED PRODUCT by the ratio of the average NET INVOICE PRICE of the LICENSED PRODUCT included in the combination (during the six-month period in which such combination SALE occurred) to the sum of the average NET INVOICE PRICE of each of the LICENSED PRODUCT and the NLPs included in the combination (during the six-month period in which such combination SALE occurred); or

ii If an item included in the combination is not offered for SALE by LICENSEE, then

ii1. The NET INVOICE PRICE of the item will equal the average NET INVOICE PRICE at which products of the same or similar kind and quality, sold in similar quantities, are offered for SALE by other manufacturers (during the six months in which such combination SALE occurred) to the extent such information is readily available to LICENSEE; or

ii2. If the items are not offered for SALE by LICENSEE or any other company or cannot be reasonably ascertained by LICENSEE, then the NET INVOICE PRICE of the item will equal LICENSEE's cost of goods sold ("**COGS**") related to the manufacture of the item as determined by the customary accounting procedures of LICENSEE, plus one-hundred percent (100%) of those COGS.

2.12c For a REACQUISITION SALE OR EXPLOITATION, the NET SALES PRICE means the NET INVOICE PRICE upon final SALE of LICENSED PRODUCT by LICENSE or SUBLICENSEE. **"REACQUISITION SALE OR EXPLOITATION"** means those instances where the LICENSEE acquires LICENSED PRODUCT or a SUBLICENSEE acquires LICENSED PRODUCT, and then subsequently SELLS such LICENSED PRODUCT.

2.12d For any reason RELATIONSHIP-INFLUENCED SALE of LICENSED PRODUCT or LICENSED METHOD, the NET SALES will be based on the NET INVOICE PRICE at which the RELATIONSHIP-INFLUENCED SALE PURCHASER resells LICENSED PRODUCT (and not in addition to the NET INVOICE PRICE charge by LICENSEE or SUBLICENSEE for such LICENSED PRODUCT to the RELATIONSHIP-INFLUENCE SALE PURCHASER). **"RELATIONSHIP-INFLUENCED SALE"** means a SALE of LICENSED PRODUCT or LICENSED METHOD, between LICENSEE and any SUBLICENSEE or between LICENSEE and/or SUBLICENSEE and an AFFILIATE, a JOINT VENTURE, or a RELATED PARTY. **"RELATIONSHIP-INFLUENCED SALE PURCHASER"** means the purchaser of LICENSED PRODUCT or LICENSED METHOD in a RELATIONSHIP-INFLUENCED SALE.

2.13 **"AFFILIATE"** means any entity that, directly or indirectly, CONTROLS LICENSEE or SUBLICENSEE, is CONTROLLED by LICENSEE or SUBLICENSEE, or is under common CONTROL with LICENSEE or SUBLICENSEE. "**CONTROL**" means as follows: (a) having the actual, present capacity to elect a majority of the directors of such AFFILIATES; (b) having the power to direct at least forty percent (40%) of the voting rights entitled to elect directors; or (c) in any country where the local law will not permit foreign equity participation of a majority, then ownership or control, directly or indirectly, of the maximum percentage of such outstanding stock or voting rights permitted by local law.

2.14 **"JOINT VENTURE"** means any separate entity established pursuant to an agreement between (a) a third party, and (b) LICENSEE and/or SUBLICENSEE to institute a vehicle for a joint venture, in which the separate entity manufactures, uses, purchases, SELLS, or acquires LICENSED PRODUCT from LICENSEE and/or SUBLICENSEE.

2.15 **"RELATED PARTY"** means a corporation, firm, or other entity with which, or individual with whom, LICENSEE and/or SUBLICENSEE (or any of their respective stockholders, subsidiaries or AFFILIATES) have an agreement, understanding, or arrangement (for example, but not by way of limitation, an agreement providing LICENSEE and/or SUBLICENSEE with an option to purchase stock or other equity interest, or a share of revenue or profits), that (a) is unrelated to the SALE of LICENSED PRODUCT and without which such other agreement, understanding, or arrangement, the amounts, if any, charged by LICENSEE or SUBLICENSEE to such entity or individual for LICENSED PRODUCT, would be higher than the NET INVOICE PRICE actually received, or (b) if such agreement, understanding, or arrangement results in LICENSEE or SUBLICENSEE extending to such entity or individual lower prices for LICENSED PRODUCT than those charged to others without such agreement, understanding, or arrangement buying similar products or services in similar quantities.

3. GRANT OF LICENSEGRANT OF LICENSE

3.1 Licensee Grant: Subject to the limitations set forth in this AGREEMENT, including the license granted to the U.S. Government and rights reserved for REGENTS as well as other educational and nonprofit institutions, REGENTS hereby grants to LICENSEE an exclusive license under PATENT RIGHTS to make, have made, use, SELL, offer for SALE, distribute and import LICENSED PRODUCT and to practice LICENSED METHOD in LICENSED FIELD-OF-USE in LICENSED TERRITORY.

3.2 Reserved Rights: REGENTS expressly reserves the rights to (a) publish any and all technical data resulting from any research performed by REGENTS relating to the INVENTION, (b) make and use the INVENTION and related technology for educational and research purposes, (c) disseminate tangible materials associated with, or required to practice the INVENTION and/or PATENT RIGHTS to researchers at nonprofit institutions for educational and research purposes, and (d) allow other educational and nonprofit institutions to make and use the INVENTION and related technology for educational and research purposes.

3.3 Government Obligations: For the PATENT RIGHTS associated with Paragraphs 2.1b (Case B08-119) and 2.1c (Case B08-125), The licenses granted in this AGREEMENT are subject to the overriding obligations to the U.S Government including:

3.3a In accordance with 35 USC §200-212 and implementing regulations, REGENTS has granted back to the U.S. Government a non-exclusive, non-transferable, irrevocable, paid-up license to practice or have practiced INVENTIONS for or on behalf of the U.S. Government throughout the world.

3.3b In accordance with 37 CFR §401.14(h), REGENTS has an obligation to report on the utilization of the INVENTIONS; and in order to fulfill this obligation, LICENSEE has a continuing responsibility to keep REGENTS informed of the large/small entity status (as defined in 15 USC §632) of LICENSEE and its SUBLICENSEES.

3.3c In accordance with PL 96-517 as amended by PL 98-620, to the extent required by law or regulation, LICENSED PRODUCT that is exclusively SOLD in the U.S. will be substantially manufactured in the U.S.

4. GRANTS OF SUBLICENSES

4.1 Sublicense Grant: REGENTS hereby grants to LICENSEE the right to issue sublicenses to SUBLICENSEES to make, have made, use, SELL, offer for SALE, distribute or import LICENSED PRODUCT and to practice the LICENSED METHOD in LICENSED FIELD-OF-USE in LICENSED TERRITORY, provided that LICENSEE has exclusive rights under this AGREEMENT on the effective date of the sublicense agreement. For the avoidance of doubt, AFFILIATES and JOINT VENTURES do not have licenses under the PATENT RIGHTS unless such AFFILIATES and JOINT VENTURES are granted a sublicense.

4.2 Terms: To the extent applicable, all sublicenses will include all of the rights of, and will require the performance of all the obligations due to REGENTS and, if applicable, to the U.S. Government, that are contained in this AGREEMENT, including, but not limited to, at least the following terms:

4.2a A statement setting forth the date upon which LICENSEE's exclusive rights, privileges, and license hereunder will expire;

4.2b The same provision for indemnification of REGENTS as has been provided for in this AGREEMENT; and

4.2c A statement such that, to the extent applicable, the obligations of this AGREEMENT will be binding upon the SUBLICENSEE as if it were in place of LICENSEE, except as follows:

i. EARNED ROYALTY rates, MINIMUM ANNUAL ROYALTIES, and fees and other consideration due to LICENSEE may be higher than those specified in this AGREEMENT; and

ii. SUBLICENSEES will be precluded from granting further sublicenses of PATENT RIGHTS unless agreed to in writing by REGENTS.

4.3 Notification: LICENSEE will notify REGENTS of each sublicense granted pursuant to this AGREEMENT, and furnish to REGENTS a summary of the material terms of each sublicense agreement.

4.4 Responsibilities: For the purposes of this AGREEMENT, the operations of all SUBLICENSEES are deemed to be the operations of LICENSEE, for which LICENSEE is responsible. Also, LICENSEE will guarantee and deliver the payment of all monies due REGENTS from SUBLICENSEES; and LICENSEE will collect and deliver all reports due REGENTS from SUBLICENSEES.

4.5 Termination: Upon termination of this AGREEMENT for any reason, REGENTS, at its sole discretion, will determine whether any or all sublicenses that are granted pursuant to this AGREEMENT will be canceled or remain in effect and assigned to REGENTS, but if REGENTS opts to assign sublicenses to REGENTS, then REGENTS will not be bound to perform any duties or obligations set forth in any such sublicenses that extend beyond the duties and obligations of REGENTS as set forth in this AGREEMENT.

4.6 Sublicense Consideration: LICENSEE will pay to REGENTS **twenty percent (20%)** of any cash and of the cash equivalent of other consideration owed to LICENSEE for the grant of rights under each sublicense agreement of PATENT RIGHTS in addition to all other payments by LICENSEE to REGENTS as specified in this AGREEMENT including EARNED ROYALTIES. Such fees will be due to REGENTS on the February 28 following the year in which the fee was accrued.

4.7 Comprehensive Commercialization: If REGENTS (to the extent of the actual knowledge of the licensing professional responsible for administrating this AGREEMENT) or a third party discovers that the INVENTIONS are useful for an application covered by the LICENSED FIELD-OF-USE, but for which LICENSEE and its SUBLICENSEES have not developed or are not currently developing LICENSED PRODUCT or LICENSED METHOD ("**NEW APPLICATION**"), then:

4.7a REGENTS may give written notice to LICENSEE identifying the NEW APPLICATION, except for the following: (a) information that is subject to restrictions of confidentiality with third parties, or (b) information that originates with REGENTS personnel who do not assent to its disclosure to LICENSEE. If REGENTS gives such written notice to LICENSEE, then LICENSEE will have ninety (90) days to give REGENTS written notice stating whether LICENSEE elects to develop LICENSED PRODUCT or LICENSED METHOD for the application.

4.7b If LICENSEE elects to develop and commercialize LICENSED PRODUCT or LICENSED METHOD for the NEW APPLICATION, then LICENSEE will submit a commercialization plan with performance milestones and PROGRESS REPORT to REGENTS in accordance with the Progress Report Article of this AGREEMENT.

4.7c If LICENSEE elects not to develop and commercialize LICENSED PRODUCT or LICENSED METHOD for the NEW APPLICATION, then REGENTS may seek third parties to develop and commercialize LICENSED PRODUCT or LICENSED METHOD for the NEW APPLICATION. If REGENTS is successful in finding a third party, it will refer such third party to LICENSEE. If the third party requests a sublicense under this AGREEMENT, then LICENSEE will report the request to REGENTS within thirty (30) days from the date of such request.

i. If such request results in a sublicense, then LICENSEE will report it to REGENTS in accordance with this AGREEMENT.

ii. If LICENSEE has not granted a sublicense to the third party within six (6) months after receiving such request, then within thirty (30) days after such refusal, LICENSEE will submit to REGENTS a report specifying the license terms proposed by the third party and a written justification for LICENSEE's refusal to grant the proposed sublicense. If REGENTS, at its sole discretion, determines that the terms of the sublicense proposed by the third party are reasonable under the totality of the circumstances, taking into account LICENSEE's LICENSED PRODUCTS or LICENSED METHOD in development, then REGENTS will have the right to grant to the third party a license to make, have made, use, SELL, offer for SALE, distribute and import LICENSED PRODUCTS or LICENSED METHOD for use in the LICENSED FIELD-OF-USE at substantially the same terms most recently proposed to LICENSEE by that the third party and providing royalty rates that are at least equal to those paid by LICENSEE.

5. FEES

5.1 Issue Fee: As partial consideration for all rights and licenses granted by REGENTS to LICENSEE herein, LICENSEE will pay to REGENTS a license issue fee of ten thousand dollars ($10,000) due and payable at the execution of this AGREEMENT.

5.2 Fee Notes: The license issue fee is not refundable, not creditable, and not an advance against any other payments by LICENSEE to REGENTS pursuant to this AGREEMENT.

6. ROYALTIES

6.1 Applicability: EARNED ROYALTIES will be payable on LICENSED PRODUCT and LICENSED METHOD covered by PATENT RIGHTS.

6.2 Rate: As further consideration for all LICENSEE's rights and licenses granted herein, LICENSEE will pay to REGENTS an earned royalty based on the NET SALES PRICE ("**EARNED ROYALTY**") at the rate of **one percent (1%)** based on the NET SALES PRICE of LICENSED PRODUCT or LICENSED METHOD.

6.2a No Double Royalty: If Licensee pays to REGENTS an earned royalty based on NET SALES PRICE in the performance of OTHER RELATED LICENSE AGREEMENT, **then LICENSEE will not pay to REGENTS any EARNED ROYALTY on such NET SALES PRICE in the performance of this AGREEMENT**,

6.3 Schedule: EARNED ROYALTIES accruing to REGENTS will be paid to REGENTS semi-annually on or before the following dates of each calendar year:

- February 28 for the calendar six months ending December 31

- August 31 for the calendar six months ending June 30

6.4 Minimum Annual Royalty: LICENSEE will pay to REGENTS a minimum annual royalty in the amounts as set forth below, by February 28 of the calendar year in which payment is due, and each payment will be credited against the EARNED ROYALTY due and owing for the calendar year in which each payment is made.

- Beginning in the first calendar year after the first occurrence of NET SALES PRICE that is royalty bearing (in other words, not SOLD or reSOLD to the U.S. Government): five thousand dollars ($5,000);
- Next (second) calendar year: ten thousand dollars ($10,000);
- Next (third) calendar year: twenty thousand dollars ($20,000);
- Next (fourth) calendar year: forty thousand dollars ($40,000);
- Next (fifth) calendar year and every calendar year thereafter: fifty thousand dollars ($50,000);

6.4a No Double MARS: If LICENSEE pays to REGENTS a minimum annual royalty in the performance of OTHER RELATED LICENSE AGREEMENT, then LICENSEE will subtract such payments from LICENSEE's payment to REGENTS of minimum annual royalties in the performance of this AGREEMENT.

6.5 Sales Outside US:

6.5a Charges: EARNED ROYALTIES on NET SALES PRICE received in any country outside the U.S. will not be reduced by any taxes, fees or other charges imposed by the government of such country except those taxes, fees, and charges allowed under the provisions of the Definition of NET SALES PRICE as described in this AGREEMENT. LICENSEE also will be responsible for all bank transfer charges.

6.5b Conversion: When LICENSED PRODUCT or LICENSED METHOD is SOLD for monies other than U.S. dollars, the EARNED ROYALTIES and any other consideration due to REGENTS will first be determined in the foreign currency of the country in which such LICENSED PRODUCTS or LICENSED METHOD were SOLD or other consideration was received and then converted into equivalent U.S. dollars. The exchange rate will be the average exchange rate quoted in the Wall Street Journal during the last thirty (30) days of the reporting period.

6.6 Patent Expiration or Termination: In the event that any patent, patent application, or any claim thereof included within PATENT RIGHTS expires or is held invalid in a final decision by a court of competent jurisdiction and last resort and from which no appeal has or can be taken, all obligation to pay royalties based on such patent, patent application, or claim or any claim patentably indistinct therefrom will cease as of the date of such final decision. However, LICENSEE is not relieved from paying any royalties that accrued before such final decision, and LICENSEE is obligated to pay the full amount of royalties due hereunder.

6.7 U.S. Government Obligation: No royalties will be paid or collected on LICENSED PRODUCT or LICENSED METHOD distributed to or used by the U.S. Government. LICENSEE and its SUBLICENSEES agree to reduce the amount charged for LICENSED PRODUCT or LICENSED METHOD distributed to the U.S. Government by an amount equal to the royalty for such LICENSED PRODUCT or LICENSED METHOD otherwise due REGENTS.

7. DUE DILIGENCE

7.1 Obligation: Upon execution of this AGREEMENT, LICENSEE will diligently proceed with the development, manufacture, government approval, marketing and SALE of LICENSED PRODUCT and LICENSED METHOD in quantities sufficient to meet the market demands.

7.2 Performance Metrics: LICENSEE specifically commits, in accordance with the obligation stated in paragraph 7.1, to achieving the following objectives:

- By 2009 December 31: First beta unit of third generation LICENSED PRODUCCT (that must include active hip actuation) shipped to a potential customer. LICENSEE will send REGENTS a letter from LICENSEE's customer that confirms the completion of this objective;

- By 2010 December 31: First commercial order of third generation LICENSED PRODUCT (that must include active hip actuation). LICENSEE will send REGENTS a letter from LICENCEE's outside accountants that confirms the completion of this objective; and

- By 2011 December 31: First commercial shipment of third generation LICENSED PRODUCT (that must include active hip actuation). LICENSEE will send REGENTS a letter from LICENSEE's outside accountants that confirms the completion of this objective.

7.3 Failure to Perform: If LICENSEE is unable to meet any of it due diligence obligations as set forth in the Paragraph above, then REGENTS may notify LICENSEE of its failure to perform.

7.3a If REGENTS gives such written notice to LICENSEE, then LICENSEE may extend the target date of any diligence obligation for an additional six (6) months upon payment to REGENTS of an additional $5,000. Additional extensions may be granted only by mutual written agreement of the parties to this AGREEMENT. Such extension fees are in addition to all other payments by LICENSEE to REGENTS pursuant to this AGREEMENT.

7.3b If LICENSEE opts not to extend the obligation or fails to meet it by the extended target date, then REGENTS will have the right and option either to terminate this AGREEMENT or to reduce LICENSEE's exclusive license to a non-exclusive, royalty-bearing license. To exercise either the right to terminate this AGREEMENT or to reduce the license to a non-exclusive license for lack of diligence as specified in this Due Diligence Article, REGENTS will give LICENSEE written notice of the deficiency. After receiving notice, LICENSEE will have sixty (60) days to cure the deficiency or to request arbitration. If REGENTS has not received a written request for arbitration or satisfactory tangible evidence that the deficiency has been cured by the end of the sixty (60)-day period, then REGENTS may, at its option, either terminate the AGREEMENT or reduce LICENSEE's exclusive license to a non-exclusive license by giving written notice to LICENSEE.

7.3c This right to terminate the AGREEMENT or reduce LICENSEE's exclusive license to a non-exclusive license, if exercised will (a) supersede the rights granted in the Grant of License, and Grant of Sublicense Article in this AGREEMENT, and (b) be REGENTS's sole remedy for breach of due diligence obligations.

7.4 Arbitration: At the request of either party, any controversy or claim arising out of or relating to the diligence provisions of this Due Diligence Article will be settled by arbitration conducted in San Francisco, CA in accordance with the then current Licensing Agreement Arbitration Rules of the American Arbitration Association. Judgment upon the award rendered by the arbitrator(s) will be binding on the parties and may be entered by either party in the court or forum having jurisdiction. In determination of due diligence, the arbitrator may determine solely the issues of fact or law with respect to termination of LICENSEE's rights under this AGREEMENT but will not have the authority to award monetary damages or grant equitable relief.

8. COMMERCIALIZATION, PROGRESS AND ROYALTY REPORTS

8.1 Report of Commercialization Plan: LICENSEE represents that the marketing overview and financial forecast provided to REGENTS are, as of the EFFECTIVE DATE of this AGREEMENT, consistent with the equivalent information contained in LICENSEE's business plan that LICENSEE has presented to its Board of Directors and to entities that have or may invest capital in LICENSEE.

8.2 Progress Reports: In order to enable REGENTS to assess LICENSEE's general progress on the development of LICENSED PRODUCT and also determine whether or not LICENSEE has met its diligence obligations as set forth in this AGREEMENT, beginning on February 28 in the year following the year in which this AGREEMENT is executed, and semi-annually thereafter until the first SALE of each LICENSED PRODUCT, LICENSEE will submit to REGENTS a progress report as described hereunder covering activities by LICENSEE and its SUBLICENSEES related to the development, testing, government approval, and marketing of all LICENSED PRODUCT ("**PROGESS REPORT**").

8.3 Contents of Progress Reports: Each PROGRESS REPORT submitted by LICENSEE to REGENTS will include, but is not limited to, a detailed summary of the following topics:

- Summary of work completed and in progress;

- Summary of actual and anticipated events and milestones;
- The date of first SALE, if any, of LICENSED PRODUCT; and
- Activities of SUBLICENSEES if any, including any change in their large/small entity status (as defined in 15 USC §632).

8.4 First Sale: LICENSEE also will report to REGENTS the date of first SALE of each LICENSED PRODUCT in each country where PATENT RIGHTS exist in the PROGRESS REPORT for the period in which such first SALE occurred.

8.5 Royalty Reports: After the first SALE of LICENSED PRODUCT, LICENSEE will provide semi-annually royalty reports ("**ROYALTY REPORT**") to REGENTS on or before each February 28 and August 31 of each year.

8.6 Contents of Royalty Reports: Each such ROYALTY REPORT will cover the most recently completed reporting period and will include, but not be limited to, the following:

8.6a Pricing: The gross invoice prices of LICENSED PRODUCT that are SOLD by LICENSEE and its SUBLICENSEES;

8.6b Revenue: NET SALES PRICE of LICENSED PRODUCT that is SOLD by LICENSEE and its SUBLICENSEES;

8.6c Volume: The quantity of LICENSED PRODUCT manufactured and SOLD by LICENSEE and its SUBLICENSEES;

8.6d Royalty: The EARNED ROYALTIES due REGENTS, in U.S. dollars, payable hereunder with respect to NET SALES PRICE of LICENSED PRODUCT that is SOLD by LICENSEE and its SUBLICENSEES;

8.6e Calculations: The method used to calculate EARNED ROYALTY, specifying all deductions taken and the dollar amount of each such deduction as well as the exchange rates used, if any;

8.6f Non-cash Considerations: The amount of the cash and the amount of the cash equivalent of the non-cash consideration as provided for in this AGREEMENT, including the method used to calculate the non-cash consideration; and

8.6g Sublicenses: The name and address of new SUBLICENSEES and their large/small entity status (as defined by 15 USC §632) along with a summary of the material terms of each new sublicensing agreement consummated.

8.7 No Sale: If LICENSED PRODUCT has not been SOLD during any reporting period after the first SALE of LICENSED PRODUCT, then the ROYALTY REPORT for that reporting period will contain a statement to this effect.

9. BOOKS AND RECORDS

9.1 Obligation: LICENSEE will keep books and records accurately showing all payments due to REGENTS and all LICENSED PRODUCT manufactured, used, SOLD, offered for SALE, distributed, imported, and/or otherwise exploited under the terms of this AGREEMENT. Such books and records will be preserved for at least five (5) years after the date of the payment to which they pertain and will be open to examination by representatives or agents of REGENTS at reasonable times to determine their accuracy and assess the LICENSEE's compliance with the terms of this AGREEMENT.

9.2 Costs: The fees and expenses of representatives or agents of REGENTS that perform the examination will be borne by REGENTS. However, if any error in royalties of more than five percent (5%) of the total royalties due for any year is discovered or any other material term of this AGREEMENT is discovered to have been breached, then LICENSEE will bear the cost of the examination. LICENSEE will remit any underpayment to REGENTS within thirty (30) days of the examination result.

10. LIFE OF THE AGREEMENT

10.1 Duration: Unless otherwise terminated by operation of law or by acts of the parties in accordance with the terms of this AGREEMENT, this AGREEMENT will remain in effect in each country from the EFFECTIVE DATE until the expiration or abandonment of the last of the PATENT RIGHTS licensed hereunder in such country.

10.2 Surviving Rights: Any termination or expiration of this AGREEMENT will not affect the rights and obligations set forth in the following Paragraphs and Articles of this AGREEMENT:

- Article 2 Definition
- Article 4 Grant of Sublicenses
- Article 9 Books and Records
- Article 10 Life of Agreement
- Article 12 Disposition of Products
- Article 14 Use of Names and Trademarks
- Article 15 Patent Prosecution and Maintenance
- Article 17 Warranty and Liability
- Article 18 Indemnification
- Article 19 Confidentiality

- Article 20 Notices
- Paragraph 21.2 Late Payments
- Article 22 Governing Laws; Venue; and Attorneys' Fees

10.3 No Relief: The termination or expiration of this AGREEMENT (a) will not relieve LICENSEE of its obligation to make any payments pursuant to this AGREEMENT that are owed to REGENTS at the time of such termination or expiration, (b) will not impair any accrued right of REGENTS including the right to receive EARNED ROYALTIES and other fees in accordance with this AGREEMENT, and (c) will not relieve any obligation, of either party to the other party, that was established prior to such termination or expiration.

10.4 Bankruptcy: This AGREEMENT will automatically terminate without the obligation to provide any notice as set forth in this AGREEMENT upon the filing of a petition for relief under the U.S. Bankruptcy Code by or against the LICENSEE as a debtor or alleged debtor.

11. TERMINATION

11.1 Termination by REGENTS: If LICENSEE violates or fails to perform any term of this AGREEMENT, then REGENTS may give written notice of such default ("**NOTICE OF DEFAULT**") to LICENSEE. If LICENSEE fails to repair such default within sixty (60) days after the date such notice takes effect, then REGENTS will have the right to immediately terminate this AGREEMENT and the licenses hereunder by providing a written notice of termination ("**NOTICE OF TERMINATION**") to LICENSEE.

11.2 Termination by Action: This AGREEMENT will terminate immediately if LICENSEE files a claim, including in any way, the assertion that any portion of PATENT RIGHTS is invalid or unenforceable where the filing is by the LICENSEE, a third party on behalf of the LICENSEE, or a third party at the written urging of the LICENSEE.

11.3 Termination by LICENSEE: LICENSEE has the right at any time to terminate this AGREEMENT by providing a NOTICE OF TERMINATION to REGENTS. Moreover, LICENSEE is entitled to terminate its rights under PATENT RIGHTS on a country-by-country basis by giving notice in writing to REGENTS. The termination of this AGREEMENT will be effective no earlier than ninety (90) days from the effective date of such notice.

12. DISPOSITION OF PRODUCTS UPON TERMINATION

12.1 Termination: Within a period of one hundred and twenty (120) days after the date of termination, LICENSEE can complete any partially made or rendered LICENSED PRODUCT, and SELL all previously made or partially made LICENSED PRODUCT, provided, however, that the SALE of such LICENSED PRODUCT is subject to the terms of this AGREEMENT including, but not limited to, the payment of EARNED ROYALTIES at the times provided herein and the rendering of ROYALTY REPORTS in connection therewith. LICENSEE cannot otherwise make, SELL, offer for SALE, distribute or import LICENSED PRODUCT, or practice the LICENSED METHOD after the date of termination.

12.2 Expiration: If applicable PATENT RIGHTS existed at the time of any making, SALE, offer for SALE, distribution or import of a LICENSED PRODUCT, then EARNED ROYALTIES will be paid at the times provided herein and ROYALTY REPORTS will be rendered in connection therewith, notwithstanding the absence of applicable PATENT RIGHTS with respect to such LICENSED PRODUCT at any later time. Otherwise, no EARNED ROYALTIES will be paid on such product.

13. PATENT MARKING

13.1 US: LICENSEE agrees to mark LICENSED PRODUCT (or their containers or labels) made, SOLD, licensed or otherwise disposed of by LICENSEE in the U.S. under the license granted in this AGREEMENT (a) with the words "Patent Pending" prior to the issuance of patents under PATENT RIGHTS, and (b) with the patent numbers of the PATENT RIGHTS following the issuance in the U.S. of one or more patents under PATENT RIGHTS.

13.2 International: All LICENSED PRODUCT shipped to, manufactured, or SOLD in countries outside of the U.S. will be marked in such manner as to conform to the patent laws and practice of such countries.

14. USE OF NAMES AND TRADEMARK

14.1 Obligations: Except as specified in the Metric Exception Paragraph of the Confidentiality Section of this AGREEMENT, nothing contained in this AGREEMENT will be construed as conferring any right to either party to use in advertising, publicity, or other promotional activities any name, trade name, trademark, or other designation of the other party (including a contraction, abbreviation or simulation of any of the foregoing). LICENSEE is expressly prohibited from using the name "The Regents of the University of California" or the name of any campus of the University of California in advertising, publicity, or other promotional activities unless written consent is obtained by LICENSEE from REGENTS to do so.

14.2 Exceptions: Notwithstanding the foregoing, LICENSEE can provide a copy of this AGREEMENT to investors and potential investors to the extent allowed by law.

15. PATENT PROSECUTION AND MAINTENANCE

15.1 Obligations: Subject to the limitations set forth in Paragraph 15.1a, LICENSEE will diligently prosecute and maintain the U.S. and foreign patents and patent applications comprising the PATENT RIGHTS using counsel of its choice ("**LICENSEE PATENT COUNSEL**") provided that the continued use of such counsel at any point in the patent prosecution process of PATENT RIGHTS is subject to the approval of REGENTS. If REGENTS rejects three (3) of LICENSEE's choices of prosecution counsel, then LICENSEE can select new prosecution counsel without REGENTS' consent.

15.1a Deliberate Prosecution Unfavorable to REGENTS: As REGENTS is the owner of PATENT RIGHTS, REGENTS wants to obtain the optimal breadth, depth and overall comprehensiveness of valid, enforceable PATENT CLAIMS. Accordingly, at any time in the patent prosecution of PATENT RIGHTS, if REGENTS believes that LICENSEE or LICENSEE PATENT COUNSEL is deliberately not attempting to obtain the optimal breadth, depth and overall comprehensiveness of valid, enforceable PATENT CLAIMS, then LICENSEE will enable REGENTS to take control of patent prosecution of PATENT RIGHTS and replace LICENSEE PATENT COUNSEL with REGENTS' choice of patent counsel (if REGENTS so desires).

15.2 Interaction: LICENSEE and LICENSEE PATENT COUNSEL will promptly (and sufficiently in advance of any deadlines to be able to comment) provide REGENTS (both REGENTS' representative as well as any inventors point of contact as described below) with copies of all relevant documentation ("**PATENT DOCUMENTATION**") so that REGENTS will be informed and apprised of the continuing prosecution. REGENTS agree to keep PATENT DOCUMENTATION confidential in accordance with Confidentiality Article of this AGREEMENT. REGENTS and its patent counsel have the right to consult with LICENSEE PATENT COUNSEL. REGENTS agrees to designate one of the named inventors of INVENTIONS who is an employee of REGENTS as the inventors' point of contact with LICENSEE PATENT COUNSEL subject to agreement with the inventors. The inventors' point of contact will provide detailed input to LICENSEE PATENT COUNSEL **subject to the approval of REGENTS' representative who will be copied or included in all communications.**

15.3 Comments: REGENTS can comment on PATENT DOCUMENTATION sufficiently in advance of any initial deadline for filing a response, provided, however, if REGENTS has not commented upon PATENT DOCUMENTATION in reasonable time for LICENSEE to sufficiently integrate REGENTS' comments prior to a deadline with the relevant government patent office, or if LICENSEE will act to preserve PATENT RIGHTS, then LICENSEE is free to respond without integration of REGENTS' comments, if any.

15.4 Claims Requirements: LICENSEE **will amend any patent application to include claims required by REGENTS**.

15.5 Foreign Filing Request: At LICENSEE option, and if available, LICENSEE will file, prosecute, and maintain patent applications and patents included under PATENT RIGHTS in foreign countries. LICENSEE will require LICENSEE PATENT COUNSEL to file Patent Cooperation Treaty applications at the time of filing the U.S. non-provisional applications. If LICENSEE elects to file, prosecute, and maintain such patents, it will follow the procedure set out in Paragraphs 15.1, 15.2, 15.3 and15.4 for such foreign activities. LICENSEE will notify REGENTS within fifteen (15) months of the filing of the corresponding U.S. patent application of its election to file foreign counterpart patent applications. This notice concerning foreign filing will be in writing and will identify the countries desired. The absence of such a notice from LICENSEE to REGENTS within the fifteen (15) month period will be considered an election by LICENSEE not to request LICENSEE PATENT COUNSEL to secure foreign PATENT RIGHTS on LICENSEE's behalf. REGENTS has the right to file patent applications at its own expense in any country that LICENSEE does not include in its list of desired countries, and such patent applications and resultant patents, if any, will not be included in the licenses granted hereunder. LICENSEE will cooperate in facilitating such REGENTS' filings.

15.6 Costs: **LICENSEE will pay all costs** of obtaining patentability opinions, preparing, filing, prosecuting in whatsoever manner, and maintaining all U.S. and corresponding foreign patent applications and resulting patents specified under PATENT RIGHTS ("**PATENT PROSECUTION COSTS**"), including, but not limited to, PATENT PROSECUTION COSTS incurred by REGENTS prior to the execution of this AGREEMENT as well as interferences, oppositions, reexaminations, and reissues. LICENSEE will reimburse REGENTS for all PATENT PROSECUTION COSTS within thirty (30) days following receipt of an itemized invoice from REGENTS for PATENT PROSECUTION COSTS. However, if REGENTS reduces the exclusive licenses granted herein to non-exclusive licenses pursuant to the Due Diligence Article of this AGREEMENT and REGENTS grants additional licenses, then the PATENT PROSECUTION COSTS will be divided equally among the licensed parties from the effective date REGENTS gives written notice to LICENSEE of the reduction of LICENSEE's exclusive license to a non-exclusive license.

15.7 Termination: LICENSEE will pay any PATENT PROSECUTION COSTS incurred during the three (3)-month period after receipt by either party of a NOTICE OF TERMINATION, even if the invoices for such PATENT PROSECUTION COSTS are received by REGENTS after the end of the three (3)-month period following receipt of a NOTICE OF TERMINATION. LICENSEE may terminate its obligation to pay PATENT PROSECUTION COSTS with respect to any particular patent application or patent under PATENT RIGHTS in any or all designated countries upon three (3)-months' written notice to REGENTS, provided that LICENSEE enables REGENTS to take control of patent prosecution of such PATENT RIGHTS and replace LICENSEE PATENT COUNSEL with REGENTS' choice of patent counsel (if REGENTS so desires). REGENTS may continue the prosecution and/or maintenance of such patent application or patent at its sole discretion and expense, provided, however, that LICENSEE will have no further rights or licenses thereunder.

16. PATENT INFRINGEMENT

16.1 Obligations: In the event that REGENTS (to the extent of the actual knowledge of the licensing professional responsible for the administration of this AGREEMENT) or LICENSEE learns of infringement of potential commercial significance of any patent license under this AGREEMENT, then the knowledgeable party will provide the other with written notice of such infringement and any evidence of such infringement available to it ("**INFRINGEMENT NOTICE**"). During the period in which, and in the jurisdiction where, LICENSEE has exclusive rights under this AGREEMENT, neither REGENTS nor LICENSEE will notify a third party (including the infringer) of infringement or put such third party on notice of the existence of any PATENT RIGHTS without first obtaining consent of the other, which shall not be unreasonably withheld. If LICENSEE notifies a third party of infringement or puts such third party on notice of the existence of any PATENT RIGHTS with respect to such infringement without first obtaining the written consent of REGENTS, then REGENTS will have the right to terminate this AGREEMENT immediately without the obligation to provide early notice as set forth in this AGREEMENT. Both REGENTS and LICENSEE will use their diligent efforts to cooperate with each other to terminate such infringement without litigation.

16.2 Licensee Initiated Suit: If within ninety (90) days following the date that the INFRINGEMENT NOTICE takes effect, the infringing activity of potential commercial significance by the infringer has not been abated, then LICENSEE may institute suit for patent infringement against the infringer. REGENTS may voluntarily join such suit at its own expense, but may not thereafter commence suit against the infringer for the acts of infringement that are the subject of LICENSEE's suit or any judgment rendered in that suit. LICENSEE may not join REGENTS in a suit initiated by LICENSEE without REGENTS' prior written consent. In a suit initiated by LICENSEE, if REGENTS is involuntarily joined other than by LICENSEE, then LICENSEE will pay any costs incurred by REGENTS arising out of such suit, including but not limited to, any legal fees of counsel that REGENTS selects and retains to represent REGENTS in the suit.

16.3 REGENTS Initiated Suit: If within a hundred and twenty (120) days following the date that the INFRINGEMENT NOTICE takes effect (a) the infringing activity of potential commercial significance by the infringer has not been abated, and (b) LICENSEE has not brought suit against the infringer, then REGENTS may institute suit for patent infringement against the infringer. If REGENTS institutes such suit, then LICENSEE may not join such suit without REGENTS' consent and may not thereafter commence suit against the infringer for the acts of infringement that are the subject of REGENTS' suit or any judgment rendered in that suit. In a suit initiated by REGENTS, if LICENSEE is involuntarily joined other than by REGENTS, then REGENTS will pay any costs incurred by LICENSEE arising out of such suit with respect to patent infringement, patent validity, and patent enforceability, including but not limited to, any legal fees of counsel that REGENTS selects and retains to represent LICENSEE in the suit.

16.4 Allocation of Recovery: Any recovery or settlement received in connection with any suit will first be shared by REGENTS and LICENSEE equally to cover the litigation costs each incurred, and next will be paid to REGENTS or LICENSEE to cover any litigation costs that either party incurred in excess of the litigation costs of the other. Any recovery in excess of litigation costs will be shared between LICENSEE and REGENTS as follows:

16.4a In any suit initiated by REGENTS, any recovery in excess of litigation costs will belong to REGENTS.

16.4b In any suit initiated by LICENSEE, any recovery in excess of litigation costs will be shared between LICENSEE and REGENTS as follows:

i If REGENTS joins the suit, any recovery in excess of litigation costs will be shared in proportion to the costs incurred by each party, but in no event will REGENTS' proportion be less than ten percent (10%);

ii If REGENTS does not join the suit, any recovery in excess of litigation costs will belong to LICENSEE.

16.5 Binding: REGENTS and LICENSEE agree to be bound by all determinations of patent infringement, validity, and enforceability (but no other issue) resolved by any adjudicated judgment in a suit brought in compliance with this Article.

16.6 Compliance: Any agreement made by the LICENSEE for purposes of settling litigation or other dispute will comply with the requirements of the Sublicense Article of this AGREEMENT.

16.7 Cooperation: Each party will cooperate with the other in litigation proceedings instituted hereunder but at the expense of the party who initiated the suit (unless such suit is being jointly prosecuted by the parties).

16.8 Control: The party bringing the suit will control any litigation proceedings, except that REGENTS may be represented by counsel of its choice in any suit brought by LICENSEE.

17. WARRANTY AND LIABILITY

17.1 REGENTS warrants to LICENSEE that REGENTS has the lawful right to grant this license.

17.2 Except as expressly set forth in Paragraph 17.1 this AGREEMENT, the licenses and the associated INVENTION, PATENT RIGHTS, LICENSED PRODUCTS, and LICENSED METHODS are provided by REGENTS WITHOUT WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. REGENTS MAKES NO EXPRESS OR IMPLLIED REPRESENTATION OR WARRANTY THAT THE INVENTION, PATENT RIGHTS, LICENSE PRODUCTS, OR LICENSE METHODS WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK OR OTHER RIGHTS.

17.3 REGENTS WILL NOT BE LIABLE FOR ANY LOST PROFITS, COSTS OF PROCURING SUBSTITUTE GOODS OR SERVICES, LOST BUSINESS, ENHANCE DAMAGES FOR INTELLECTUAL PROPERTY INFRINGEMENT, OF FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR OTHER SPECIAL DAMAGES SUFFERED BY LICENSEE, SUBLICENSEES, JOINT VENTURES, OR AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ALL CAUSES OF ACTION OF ANY KIND (INCLUDING TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY AND BREACH OF WARRANTY) EVEN IF REGENTS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

17.4 Nothing is this AGREEMENT is or will be construed as:

17.4a A warranty or representation by REGENTS as to the validity, enforceability, or scope of any PATENT RIGHTS; or

17.4b A warranty or representation that anything made, used, SOLD, or otherwise exploited under any license granted in this AGREEMENT is or will be free from infringement of patents, copyrights, or other rights of third parties; or

17.4c An obligation to bring or prosecute actions or suits against third parties for patent infringement except as provided in the Patent Infringement Article of this AGREEMENT; or

17.4d Conferring by implication, estoppel, or otherwise any license or rights under any patents or other rights of REGENTS other than PATENT RIGHTS, regardless of whether such patents are dominant or subordinate to PATENT RIGHTS; or

17.4e An obligation to furnish any NEW DEVELOPMENTS, know-how, technology, or technological information not provided in PATENT RIGHTS.

18. INDEMNIFICATION

18.1 Requirements: LICENSEE will, and will require its SUBLICENSEES to, indemnify, hold harmless, and defend REGENTS and its officers, employees, and agents, the sponsors of the research that led to the INVENTION, the inventors of any invention claimed in patents or patent applications under PATENT RIGHTS (including the LICENSED PRODUCT, and LICENSED METHODS contemplated thereunder) and inventors' employers against any and all claims, suits, losses, damage, costs, fees, and expenses resulting from, or arising out of, the exercise of this license or any sublicense. This indemnification will include, but will not be limited to, any product liability. If REGENTS, in its sole discretion, believes that there will be a conflict of interest or REGENTS will not otherwise be adequately represented by counsel chosen by LICENSEE to defend REGENTS in accordance with this Paragraph, then REGENTS may retain counsel of its choice to represent it, and LICENSEE will pay all expenses for such representation.

18.2 Insurance: During the term of this AGREEMENT and for three (3) years following its termination or expiration, LICENSEE, at its sole cost and expense, will insure its activities in connection with any work performed hereunder and will obtain and maintain insurance as follows:

18.2a Upon EFFECTIVE DATE, Commercial Form General Liability Insurance (contractual liability included) with limits as follows:

i.	Each Occurrence	$1,000,000
ii.	Products/Completed Operations Aggregate	$1,000,000
iii.	Personal and Advertising Injury	$1,000,000
iv.	General Aggregate	$1,000,000

18.2b If LICENSEE offers a LICENSE PRODUCT that is a medical device, then prior to first SALE of such medical device, Commercial Form General Liability Insurance (contractual liability included) with limits as follows:

i.	Each Occurrence	$ 5,000,000
ii.	Products/Completed Operations Aggregate	$10,000,000
iii.	Personal and Advertising Injury	$ 5,000,000
iv.	General Aggregate	$10,000,000

18.2c The coverage and limits referred to in the Subparagraph above will not in any way limit the liability of LICENSEE.

18.2d LICENSEE will furnish REGENTS with certificates of insurance evidencing compliance with all requirements. Such certificates will:

i. Provide for thirty (30) days' advance written notice to REGENTS of any modification;

ii. Indicate that REGENTS has been endorsed as an additional insured under the coverage described above; and

iii. Include a provision that the coverage will be primary and will not participate with, nor will be excess over, any valid and collectable insurance or program of self-insurance maintained by REGENTS.

18.3 Notification: REGENTS will promptly notify LICENSEE in writing of any claim or suit brought against REGENTS for which REGENTS intends to invoke the provisions of this Indemnification Article. LICENSEE will keep REGENTS informed of its defense of any claims pursuant to this Indemnification Article.

19. CONFIDENTIALITY

19.1 Obligation: LICENSEE and REGENTS will treat and maintain the other party's proprietary business, patent prosecution, software, engineering drawings, process and technical information, and other proprietary information, including the negotiated terms of this AGREEMENT, PROGRESS REPORTS, ROYALTY REPORTS and PATENT DOCUMENTATION ("**CONFIDENTIAL INFORMATION**") in confidence using at least the same degree of care as the receiving party uses to protect its own proprietary information of a like nature.

19.2 Disclosure: LICENSEE and REGENTS may use and disclose CONFIDENTIAL INFORMATION to their employees, agents, consultants, contractors, and, in the case of LICENSEE, its SUBLICENSEES, provided that such parties are bound by a like duty of confidentiality as that found in this Confidentiality Article. Notwithstanding anything to the contrary contained in this AGREEMENT, REGENTS may release this AGREEMENT, including any terms contained herein, and information regarding royalty payments or other income received in connection with this AGREEMENT to the inventors, senior administrative officials employed by REGENTS, and individual Regents upon their request. If such release is made, REGENTS will request that such terms be kept in confidence in accordance with the provisions of this Confidentiality Article.

19.3 Marking: All written CONFIDENTIAL INFORMATION will be labeled or marked confidential or proprietary. If the CONFIDENTIAL INFORMATION is orally disclosed, it will be reduced to writing or some other physically tangible form, marked and labeled as confidential or proprietary by the disclosing party and delivered to the receiving party within thirty (30) days after the oral disclosure.

19.4 General Exceptions: Nothing contained herein will in any way restrict or impair the right of LICENSEE or REGENTS to use or disclose any CONFIDENTIAL INFORMATION:

19.4a That recipient can demonstrate by written records was previously known to it prior to its disclosure by the disclosing party;

19.4b That recipient can demonstrate by written records is now, or becomes in the future, public knowledge other than through acts or omissions of recipient;

19.4c That recipient can demonstrate by written records was lawfully obtained without restrictions on the recipient from sources independent of the disclosing party; or

19.4d That is required to be disclosed pursuant to the California Public Records Act or other applicable law.

19.5 Other Exceptions: LICENSEE or REGENTS may use or disclose CONFIDENTIAL INFORMATION that is required to be disclosed:

19.5a To a governmental entity or agency in connection with seeking any governmental or regulatory approval, governmental audit, or other governmental requirement; or

19.5b By law, provided that the recipient uses reasonable efforts to give the party owning the CONFIDENTIAL INFORMATION sufficient notice of such required disclosure to allow the party owning the CONFIDENTIAL INFORMATION reasonable opportunity to object to, and to take legal action to prevent, such disclosure.

19.6 Inquiry Exceptions: REGENTS also may disclose the existence of this AGREEMENT and the extent of the grant of license and sublicenses herein to a third party that inquires whether a license to the PATENT RIGHTS is available, but REGENTS will not disclose the name of the LICENSEE unless LICENSEE has already made such disclosure publicly.

19.7 Metric Exceptions: REGENTS can publicly identify LICENSEE's corporate name and contact information as an entity with which REGENTS has an agreement that involves the commercialization of technology developed at the University of California, Berkeley; however this exception does not cover other information about this AGREEMENT, including INVENTIONS and INVENTORS, when used in association with LICENSEE's name.

19.8 Termination: Upon termination of this AGREEMENT, LICENSEE and REGENTS will destroy or return any of the disclosing party's CONFIDENTIAL INFORMATION in its possession within fifteen (15) days following the termination of this AGREEMENT, LICENSEE and REGENTS will provide each other, within thirty (30) days following termination, with written notice that such CONFIDENTIAL INFORMATION has been returned or destroyed. Each party, may, however, retain one copy of such CONFIDENTIAL INFORMATION for archival purposes in non-working files.

19.9 Expiration: The terms of this Confidentiality Article will expire in five (5) years from the effective date of termination of this AGREEMENT.

20. NOTICES

20.1 Addresses: Any notice or payment that is required to be given to either party will be deemed to have been property given when done in writing and deposited in the U.S. mail, registered or certified, addressed as follows or to another address as designated in writing by the party changing its address:

20.1a To LICENSEE:

- Berkeley ExoTech, Inc.
- 2131 University Ave. #428
- Berkeley, CA 94704
- Telephone: 510-984-1761
- Facsimile: 510-277-1406
- Email: info@BerkeleyBionics.com
- Attention: COO

20.1b To REGENTS:

- Office of Technology Licensing
- 2150 Shattuck Avenue, Suite 510
- Berkeley, CA 94720-1620
- Attn: Director (REGENTS Case Number B07-128, B08-119, B08-125, B08-141)

20.2 Effective Date: Any such properly given notice or payment will be deemed to be effective as follows:

20.2a On the date of delivery if delivered in person;

20.2b On the date of mailing if mailed by first-class certified mail; or

20.2c On the date of mailing if mailed by any global express carrier service that requires the signature of recipient to demonstrate the delivery of such notice or payment.

21. PAYMENTS

21.1 Payment Method: All consideration due REGENTS will be payable in U.S. dollars. LICENSEE will make all payments to REGENTS under this AGREEMENT by check payable to "The Regents of the University of California" and forward it to REGENTS in accordance with the Notices Article 20.

21.2 Late Payments: If any monies owed to REGENTS are not received by REGENTS when due, then LICENSEE will pay to REGENTS interest at a rate of ten percent (10%) simple interest per annum. Interest will be calculated from the date payment was due until actually received by REGENTS. Accrual of interest will be in addition to, and not in lieu of, enforcement of any other rights of REGENTS due to late payment. Acceptance by REGENTS of any late payment from LICENSEE under this Article will in no way affect the provision of the Waiver Paragraph of this AGREEMENT.

21.3 Foreign Money Restrictions: Notwithstanding the provisions of the Force Majeure Paragraph of this AGREEMENT, if at any time legal restrictions prevent prompt remittance of any monies or other consideration owed to REGENTS by the LICENSEE with respect to any country where a sublicense is issued or a LICENSED PRODUCT or LICENSED METHOD is SOLD, then LICENSEE will convert the amount owed to REGENTS into U.S. dollars and will pay REGENTS directly from another source of funds in order to remit the entire amount owed to REGENTS.

22. GOVERNING LAWS; VENUE; ATTORNEYS' FEES

22.1 THIS AGREEMENT WILL BE INTERPRETED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, excluding any choice of law rules that would direct the application of the laws of another jurisdiction, but the scope and validity of any patent or patent application will be governed by the applicable laws of the country of such patent or patent application.

22.2 Any legal action related to this AGREEMENT will be conducted in San Francisco, California.

22.3 The prevailing party in any suit related to this AGREEMENT will be entitled to recover its reasonable attorneys' fees in addition to its costs and necessary disbursements.

23. GOVERNMENT APPROVAL OR REGISTRATION

23.1 Obligation: If the law of any nation requires that this AGREEMENT or any associated transaction be either approved or registered with any government agency, then LICENSEE will assume all legal obligations to do so. LICENSEE will notify REGENTS if it becomes aware that this AGREEMENT is subject to a U.S. or foreign government reporting or approval requirement.

23.2 Costs: LICENSEE will make all necessary filings and pay all costs including fees, penalties, and other out-of-pocket costs associated with such reporting or approval process.

24. GOVERNMENT EXPORT AND IMPORT LAWS

24.1 LICENSEE will comply with all applicable international, national, state, regional, and local laws and regulations in performing its obligations hereunder and in its use, manufacture, SALE, or import of the LICENSED PRODUCT or practice of the LICENSED METHOD.

24.2 LICENSEE will observe all applicable U.S. and foreign laws with respect to the transfer or provision of LICENSED PRODUCT and related technical data to foreign countries, including, without limitation, the International Traffic in Arms Regulations (ITAR) and the Export Administration Regulations.

24.3 When LICENSED PRODUCT is made outside the particular country in which such LICENSED PRODUCT is used, SOLD, or otherwise exploited, then LICENSEE will manufacture LICENSED PRODUCT or practice LICENSED METHOD in compliance with applicable government importation laws and regulations of the particular country.

25. MISCELLANEOUS

25.1 Assignment:

25.1a LICENSEE: This AGREEMENT is personal to LICENSEE and assignable by LICENSEE only with the written consent of REGENTS, except that LICENSEE may freely assign this AGREEMENT to an acquirer of all or substantially all of LICENSEE's stock, assets or business.

25.1b REGENTS: This AGREEMENT is binding upon and will inure to the benefit of REGENTS, its successors and assigns.

25.2 Waiver:

25.2a No waiver by either party of any breach or default of any of the duties, obligations, or agreements contained herein will be deemed a waiver as to any subsequent and/or similar breach or default.

25.2b No waiver will be valid or binding upon the parties unless made in writing and signed by a duly authorized officer of each party.

25.3 Force Majeure

25.3a Responsibility: Except for LICENSEE's obligation to make any payments to REGENTS hereunder, the parties will not be responsible for any failure to perform due to the occurrence of any events beyond their reasonable control which render their performance impossible or onerous, including, but not limited to: accidents (environmental, toxic spill, etc.); acts of God; biological or nuclear incidents; casualties; earthquakes; fires, floods, governmental acts, orders or restrictions; inability to obtain suitable and sufficient labor, transportation, fuel and materials; local, national, or state emergency; power failure and power outages; acts of terrorism; strike; and war.

25.3b Termination: Either party to this AGREEMENT, however, will have the right to terminate this AGREEMENT upon thirty (30) days' prior written notice if either party is unable to fulfill its obligations under this AGREEMENT due to any of the causes specified in the Paragraph above for a period of one (1) year.

25.4 Severability: If any of the provisions contained in this AGREEMENT are held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provisions hereof, and this AGREEMENT will be construed as if such invalid or illegal or unenforceable provisions had never been contained herein.

25.5 Scope: This AGREEMENT embodies the entire understanding of the parties and supersedes all previous communications, representations, or understandings, whether oral or written between the parties relating to the subject matter hereof.

25.6 Amendments: No amendment or modification of this AGREEMENT will be valid or binding upon the parties unless made in writing and signed on behalf of each party.

25.7 Parties: No provisions of this Agreement are intended or will be construed to confer upon or give to any person or entity other than REGENTS and LICENSEE any rights, remedies, or other benefits under, or by reason of, this AGREEMENT.

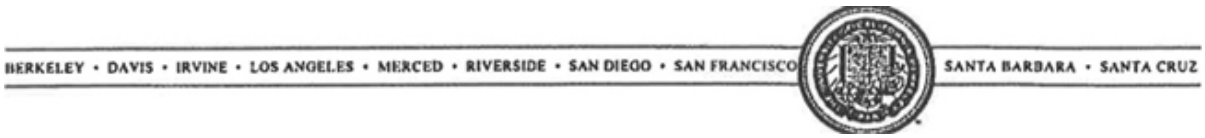
25.8 Independence: In performing their respective duties under this AGREEMENT, each of the parties will be operating as an independent contractor. Nothing contained herein will in any way constitute any association, partnership, or joint venture between the parties hereto, or be construed to evidence the intention of the parties to establish any such relationship. Neither party will have the power to bind the other party or incur obligations on the other party's behalf without the other party's written consent.

25.9 Headings: The headings of the sections are inserted for convenience of reference only and are not intended to affect the meaning or interpretation of this AGREEMENT.

In witness whereof, both REGENTS and LICENSEE have executed this AGREEMENT, in duplicate originals, by their respective officers hereunto duly authorized, on the date and year hereinafter written.

Berkeley Bionics	The Regents of the University of California
By: */s/ Nathan Harding* (Signature)	By: */s/ Michael Cohen* (Signature)
Name: Nathan Harding	Name: Michael Cohen
Title: COO	Title: Acting Director, OTL
Date: July 14, 2008	Date: July 7, 2008

UNIVERSITY OF CALIFORNIA, BERKELEY



AMENDMENT #1 TO EXCLUSIVE LICENSE AGREEMENT

U.C. Case Nos.: B07-128, B08-119, B08-125, B08-14, B09-112
Agreement Number: 2009-04-0008

Effective May 20, 2009, THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a California Corporation whose legal address is 1111 Franklin Street, 12th Floor, Oakland, CA 94607-5200, acting through its Office of Technology Licensing at the University of California, Berkeley, 2150 Shattuck Avenue, Suite 510, Berkeley, CA 94720-1620 ("REGENTS"), and **Berkeley Bionics**, a California corporation having a principal place of business at 2131 University Ave. #428, Berkeley, CA 94794 (“LICENSEE"), agree to amend the Exclusive License Agreement dated June 14, 2008 ("License Agreement").

Amend Article 1.1 to ADD:

- 1.1e Wearable Material Handling System as described in REGENTS Case Number B09-112 and PATENT RIGHTS that was invented by Homayoon Kazerooni, Nathan Harding, Kurt Amundson, Russdon Angold, Jon Burns and Adam Zoss.

Amend Article 1.2 to REPLACE WITH THE FOLLOWING:

- 1.2 LICENSEE and REGENTS jointly own the intellectual property resulting from the INVENTIONS described in Paragraphs 1.1b, 1.1c, 1.1d, and 1.1e.

Amend Article 1.5 to REPLACE:

- "Paragraphs 1.1b (B08-119) and 1.1c (B08-125)” WITH "Paragraphs 1.1b (B08-119), 1.1c (B08-125), and I. 1 e (B09-1 12)"

Amend Article 2.1 to ADD:

- 2.le The INVENTION described in Paragraph l.le Wearable Material Handling System, filed by, Homayoon Kazerooni, Nathan Harding, Kurt Amundson, Russdon Angold, Jon Burns and Adam Zoss.

In consideration for the above addition, LICENSEE will pay a licensee fee in the amount of three thousand dollars ($3,000) upon execution of this Amendment.

All other terms and conditions in the License Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in duplicate originals by their duly authorized officers or representatives.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

Signature */s/ Michael Cohen*
Michael Cohen
Acting Director

Date: 2009 May 21

BERKELEY BIONICS

Signature */s/ Nathan Harding*
Name: Nathan Harding
Title: C.O.O.

Date: 5/20/2009

Exhibit 10.21

LEASE

Between

FPOC, LLC, LANDLORD

and

BERKELEY BIONICS INC. DBA
EKSO BIONICS, INC., TENANT

Premises:

Suite 1201
1414 Harbour Way South
Richmond, CA 94804

BASIC LEASE INFORMATION

Date: November _, 2011

Landlord: FPOC, LLC a California Limited Liability Company

Landlord's Representative: lvonne lnurritegui-Folster

Tenant: Berkeley Bionics, Inc., a California corporation dba Ekso Bionics

Tenant's Representative: Max Scheder-Bieschin

Premises: 1414 Harbour Way South, Suite 1201, Richmond, CA 94804

Area of the Premises: Approx. 44,691 square feet

Tenant's Share of Operating Expenses: 8.644%

Term: 63 months

Term Commencement Date: March 1, 2012

Term Expiration Date: May 31, 2017

Minimum Rent: $12,036.15/month for 5 months, $24,072.30 or $31,283.70/month for the balance of the term NNN

Security Deposit: $50,000

Option Period: One (1) five (5) year option to renew at 95% FMV

Notice Addresses: Premises

Permitted Use: Office, Research and Development, Manufacturing and any other legally permitted uses

Landlord's Broker: Jeff Leenhouts & Gary Fracchia (Cassidy Turley BT Commercial)

Tenant's Broker: Larry Westland & Jean Ko (TRI Commercial Real Estate)

NOTE: This Basic Lease Information is a summary provided for reference purposes only and is qualified in its entirety by the actual terms of the Lease; in the event of any conflict between the terms of the Lease and the information contained herein, the terms of the Lease shall be controlling.

LEASE

THIS LEASE is made and entered into as of the 29th day of November, 2011 by and between FPOC, LLC, a California limited liability company ("Landlord") and BERKELEY BIONICS, INC, a California corporation doing business as EKSO BIONICS ("Tenant").

THE PARTIES AGREE AS FOLLOWS:

1. PREMISES

1.1 Premises. Landlord leases to Tenant and Tenant hires and leases from Landlord, on the terms, covenants and conditions hereinafter set forth, the premises (the "Premises") designated in Exhibit A attached hereto and incorporated herein by this reference, consisting of approximately 44,691 square feet of space located at 1414 Harbour Way South, Suite 1201, in the City of Richmond, County of Contra Costa, State of California, commonly known as The Ford Point Building (the "Project"), and incorporated herein by this reference, together with the nonexclusive right to use any Common Areas, as defined below.

1.2 Common Areas. The term "Common Areas" means all areas and facilities outside the Premises and in the Project that are provided and designated for general use and convenience of Tenant and other tenants and their respective officers, agents, employees, licensees, customers and invitees. Common Areas include (but are not limited to) pedestrian sidewalks, landscaped areas, parking areas, incinerators, interior stairs and balconies and similar areas and improvements, the truck ways, roadways, loading docks, loading areas, railroad tracks, roofs and delivery yards. Landlord reserves the right from time to time to make changes in the shape, size, location, number and extent of the land and improvements constituting the Common Areas. Landlord may designate from time to time additional parcels of land for use as a part thereof; any additional land so designated by Landlord for such use shall be included until such designation is revoked by Landlord.

1.3 Landlord's Reserved Rights. Landlord reserves the right from time to time to (i) install, use, maintain, repair and replace pipes, ducts, conduits, wires and appurtenant meters and equipment for service to other parts of the Project above the ceiling surfaces, below the floor surfaces, within the walls or leading through the Premises in locations that will not materially interfere with Tenant's use thereof, (ii) relocate any pipes, ducts, conduits, wires and appurtenant meters and equipment included in the Premises that are so located or located elsewhere outside the Premises, (iii) make alterations or additions to the Project, (iv) construct, alter or add to other buildings or improvements in the Project, (v) build adjoining to the Project, and (vi) lease any part of the Project for the construction of improvements or buildings. Landlord may modify or enlarge the Common Area, alter or relocate accesses to the Premises, or alter or relocate any common facility. Landlord further reserves to itself the right, from time to time, to grant such easements, rights, and dedications that Landlord deems necessary or desirable, and to cause the recordation of parcel maps and restrictions, so long as such easements, rights, dedications, maps and restrictions do not unreasonably interfere with the use of the Premises by Tenant. Tenant shall sign any of the aforementioned documents upon request of Landlord. Landlord shall not exercise rights reserved to it pursuant to this Section 1.3 in such a manner as to materially impair Tenant's access to the Premises or Tenant's ability to conduct its activities in the normal manner; provided, however, that the foregoing shall not limit or restrict Landlord's right to undertake reasonable construction activity that may be mandated by governmental authority or required for health or safety considerations and Tenant's use of the Premises shall be subject to reasonable temporary disruption incidental to such activity diligently prosecuted.

2. TERM

2.1 Term. The term of this Lease shall commence on the earlier to occur of (i) the date on which Landlord's work pursuant to Section 2.4 and Exhibit C is substantially complete, but in no event earlier than March 1, 2012, or (ii) the date Tenant takes occupancy of the Premises (except as otherwise provided in Section 2.2), the earlier of such dates being herein called the "Commencement Date," and shall end on May 31, 2017 unless sooner terminated as hereinafter provided.

2.2 Early Possession. If Landlord permits Tenant to occupy, use or take possession of the Premises prior to the Commencement Date determined under Section 2.1, such occupancy, use or possession shall be subject to and upon all of the terms and conditions of this Lease, including the obligation to pay rent and other charges, unless Landlord and Tenant agree otherwise; provided, however, that such early possession shall not advance or otherwise affect the Commencement Date or termination date determined under Section 2.1; provided further, that if Tenant takes early possession solely for the purpose of installing fixtures and equipment and other similar work preparatory to the commencement of business in the Premises, Tenant shall not be required to pay rent or Operating Expenses by reason of such possession until the Commencement Date otherwise occurs; and provided further, that Tenant shall not interfere with or delay Landlord's contractors by such early possession and shall indemnify, defend and hold harmless Landlord and its agents and employees from and against any and all claims, demands, liabilities, actions, losses, costs and expenses, including (but not limited to) reasonable attorneys' fees, arising out of or in connection with Tenant's early entry upon the Premises hereunder, except those arising from Landlord's negligence or intentional misconduct.

2.3 Delay In Possession. Landlord agrees to use reasonable efforts to complete promptly the work described in Section 2.4 and Exhibit C on or before March 1, 2012; provided, however, Landlord shall not be liable for any damages caused by any delay in the completion of such work, nor shall any such delay affect the validity of this Lease or the obligations of Tenant hereunder. In the event possession is delivered after March 1, 2012, the Expiration Date shall be extended by one (1) month for each month (or portion thereof) that the Commencement Date is so delayed, and (provided the delay is attributable to Landlord) the abatement of Minimum Rent as described on Exhibit E shall not commence until Commencement Date. Landlord and Tenant agree that this Lease shall terminate, however, notwithstanding any other provisions hereof, if the Commencement Date has not occurred on or before August 1, 2012.

2.4 Construction. The obligation of Landlord to perform work to improve the Premises for occupancy is set forth in Exhibit C attached hereto and incorporated herein by this reference. Except as set forth in Exhibit C, Landlord shall have no responsibilities or obligations with respect to preparation of the Premises for Tenant's occupancy. Acceptance by Tenant of possession of the Premises after performance of such work, if any, by Landlord shall constitute acceptance by Tenant of such work in its then completed condition and Landlord shall have no further responsibility of any kind or character for improvement of the Premises or in connection with such work; provided, however, that within thirty (30) days after the Commencement Date, Tenant may furnish to Landlord a "punch list" identifying any items or matters in the Premises that are not constructed in accordance with the plans and specifications approved under Exhibit C hereto and Landlord shall promptly and diligently correct all such matters at its sole cost and expense.

2.5 Acknowledgment Of Lease Commencement. Upon commencement of the term of this Lease, Landlord and Tenant shall execute a written acknowledgment of the Commencement Date, date of termination, square footage of the Premises and related matters, substantially in the form attached hereto as Exhibit G (with appropriate insertions), which acknowledgment shall be deemed to be incorporated herein by this reference. Notwithstanding the foregoing requirement, the failure of Tenant to execute such a written acknowledgment shall not affect Landlord's determination of the Commencement Date, date of termination, square footage of the Premises and related matters in accordance with the provisions of this Lease.

2.6 Holding Over. If Tenant holds possession of the Premises after the term of this Lease with Landlord's written consent, then except as otherwise specified in such consent, Tenant shall become a tenant from month to month at one hundred twenty five percent (125%) of the rental and otherwise upon the terms herein specified for the period immediately prior to such holding over and shall continue in such status until the tenancy is terminated by either party upon not less than thirty (30) days prior written notice. If Tenant holds possession of the Premises after the term of this Lease without Landlord's written consent, then Landlord in its sole discretion may elect (by written notice to Tenant) to have Tenant become a tenant either from month to month or at will, at one hundred twenty five percent (125%) the rental (prorated on a daily basis for an at-will tenancy, if applicable) and otherwise upon the terms herein specified for the period immediately prior to such holding over, or may elect to pursue any and all legal remedies available to Landlord under applicable law with respect to such unconsented holding over by Tenant. Tenant shall indemnify, defend and hold Landlord harmless from any loss, damage, claim, liability, cost or expense (including reasonable attorneys' fees) resulting from any delay by Tenant in surrendering the Premises (except with Landlord's prior written consent and except where the delay is caused by Landlord's negligence or willful misconduct), including but not limited to any claims made by a succeeding tenant by reason of such delay. Acceptance of rent by Landlord following expiration or termination of this Lease shall not constitute a renewal of this Lease.

3. RENTAL

3.1 Minimum Rental. Tenant shall pay to Landlord as minimum rental for the Premises, in advance, without deduction, offset, notice or demand, on or before the Commencement Date and on or before the first day of each subsequent calendar month of the term of this Lease, the amounts set forth in Exhibit E of this Lease. If an increase in minimum rental becomes effective on a day other than the first day of a calendar month, the minimum rental for that month shall be the sum of the two applicable rates, each prorated for the portion of the month during which such rate is in effect.

3.2 Late Charge. Tenant shall pay to Landlord a late charge in an amount equal to ten percent (10%) of any installment of minimum rental and any other amounts due Landlord if not paid in full on or before the fifth (5th) day after such rental or other amount is due. Tenant acknowledges that late payment by Tenant to Landlord of rental or other amounts due hereunder will cause Landlord to incur costs not contemplated by this Lease, including, without limitation, processing and accounting-charges and late charges that may be imposed on Landlord by the terms of any loan relating to the Project. Tenant further acknowledges that it is extremely difficult and impractical to fix the exact amount of such costs and that the late charge set forth in this Section 3.2 represents a fair and reasonable estimate thereof. Acceptance of any late charge by Landlord shall not constitute a waiver of Tenant's default with respect to overdue rental or other amounts, nor shall such acceptance prevent Landlord from exercising any other rights and remedies available to it. Acceptance of rent or other payments by Landlord shall not constitute a waiver of late charges or interest accrued with respect to such rent or other payments or any prior installments thereof, nor of any other defaults by Tenant, whether monetary or non-monetary in nature, remaining uncured at the time of such acceptance of rent or other payments.

3.3 Form of Payment. In the event that Tenant's check is returned for non-payment of funds, Tenant shall replace said check with only the following: a) cashier's check, b) cash, or c) certified money order. In addition, Landlord shall assess a returned check-handling fee of $15.00 for the first, $25.00 for the second and $40.00 for the third such occurrences. The returned check fee shall be tendered with the replacement payment. If any rental or other payment by Tenant in the form of a check is returned against insufficient funds or is otherwise not honored by the financial institution on which such instrument is drawn, then Tenant agrees that upon written request by Landlord, all future payments by Tenant of rental or other amounts due under this Lease shall be made solely in the form of cashier's checks, certified checks or such other form of payment as may be acceptable to Landlord in its sole discretion. Said returned check handling fee shall in no way void Landlord's right to assess and collect late charges or to require that future payments be made in immediately available funds.

3.4 Date of Receipt of Tenant's Payment. The date of delivery of payment to Landlord's office, as specified in the Basic Lease Information, or such other address designated in writing by Landlord, shall be considered the bona fide date of receipt of payment. The date of postmark, posting date, or mailing machine date shall not be considered date of payment. Tenant accepts full responsibility for delivery of payments to Landlord.

4. TAXES

4.1 Personal Property. Tenant shall be responsible for and shall pay prior to delinquency all taxes and assessments levied against or by reason of all alterations and additions and all other items installed or paid for by Tenant under this Lease, and the personal property, trade fixtures and all of the property placed by Tenant in or about the Premises, other than those levied on the initial tenant improvements. Upon demand by Landlord, Tenant shall furnish Landlord with satisfactory evidence of payment thereof. If at any time during the term of this Lease any of said alterations, additions or personal property, whether or not belonging to Tenant, shall be taxed or assessed as part of the Project, then such tax or assessment shall be paid by Tenant to Landlord within ten (10) business days following presentation by Landlord of copies of the tax bills in which such taxes and assessments are included and shall, for the purposes of this Lease, be deemed to be personal property taxes or assessments under this Section 4.1.

4.2 Real Property. Tenant shall be responsible for and shall pay prior to delinquency all taxes and assessments levied against the Premises, whether or not separately assessed. Notwithstanding the foregoing, one hundred percent (100%) of any increase in taxes resulting from a transfer of the Project or any interest therein, or in the Landlord, occurring during the first year of the Lease Term, and fifty percent (50%) of any such increase in taxes resulting from any such transfer(s) during the second year of the Lease Term, shall be excluded from Property taxes payable by Tenant. To the extent the real property taxes and assessments on the Premises are assessed separately from the remainder of the Project, Tenant shall pay all such taxes and assessments levied against the Premises prior to delinquency. Upon demand by Landlord, Tenant shall furnish Landlord with satisfactory evidence of payment thereof. To the extent the Premises are taxed or assessed as part of the Project, such real property taxes and assessments shall constitute Operating Expenses (as that term is defined in Section 5.2 of this Lease) and shall be paid in accordance with the provisions of Article 5 of this Lease. As used in this Lease, the term "real property tax" shall include any form of assessment, license fee, rent tax, levy, penalty, or tax (other than estate, inheritance, net income or franchise taxes), imposed by any authority having the direct or indirect power to tax including without limitation, the EPA, any city, county, state, or federal government or any improvement or other district or division thereof, whether such tax is (i) determined by the area of the Project or the Premises or the Rent or other sums payable hereunder or by other means including, without limitation, any gross income or excise tax levied by any of the foregoing authorities with respect to receipt of such Rent or other sums, or (ii) with respect to any legal or equitable interest of Landlord in the Project or the Premises or any part thereof.

5. OPERATING EXPENSES

5.1 Payment of Operating Expenses.

(a) Tenant shall pay to Landlord, at the time and in the manner hereinafter set forth, as additional rental, an amount equal to 8.644% ("Tenant's Operating Cost Share") of the Operating Expenses defined in Section 5.2; provided, however, that if Tenant exercises the Give-Back Option described on the attached Addendum, Tenant's Operating Cost Share shall be reduced to 6.65%. Tenant's Operating Cost Share for calendar year 2012 is estimated at $11,172.75 per month, based upon $3.00 per square foot and 44,691 rentable square feet for the Premises.

(b) Tenant's Operating Cost Share as specified in paragraph (a) of this Section is based upon an area of 44,691 rentable square feet for the Premises and upon an aggregate area of 517,000 rentable square feet of the Project. In the event Tenant exercises the Give-Back Option described on the attached Addendum, Tenant's Operating Cost Share shall be based on 34,389 rentable square feet for the Premises. If the actual area of the Premises (when completed) or of the Project, as determined in good faith by Landlord's architect on a basis consistent with that used in measuring other leased premises within the Project, differs from the assumed numbers set forth above, or if the area of the Premises changes for any reason during the term hereof, then Tenant's Operating Cost Share shall be adjusted to reflect the actual areas so determined.

(c) If Landlord constructs additional buildings in the Project from time to time, Tenant's Operating Cost Share shall be adjusted to be equal to the percentage determined by dividing the gross square footage of the Premises, as they then exist by the gross square footage of the Project. In determining said percentage, a building shall be taken into account from and after the date on which a tenant first enters into possession of the building or a portion thereof, and the good faith determination of the gross square footage of any such building by Landlord's architects shall be final and binding upon the parties.

5.2 Definition of Operating Expenses. Operating Expenses are defined as all costs incurred by Landlord relating to the ownership and operation of the project, including but not limited to, the following:

(i) The operation, repair and maintenance, in neat, clean, good order and condition, and if necessary, the replacement of the following: (a) The Common Area and Common Area Improvements, including parking areas, loading and unloading areas, trash areas, roadways, parkways, walkways, driveways, landscaped areas, bumpers, irrigation systems, Common Area lighting facilities, fences and gates, elevators, roofs, and roof drainage systems, (b) Exterior signs and any tenant directories, (c) Any fire sprinkler systems.

(ii) The cost of water, gas, electricity, internet, and telephone to service the Common Areas and any utilities which is not separately metered.

(iii) Trash disposal, pest control services, property management, security service, the cost to repaint the exterior of any structures.

(iv) Reserves set aside for maintenance, repair and/or replacement of Common Area improvements and equipment.

(v) Real Property Taxes (as defined in Paragraph 4.2).

(vi) The costs of the insurance premiums incurred by Landlord.

(vii) Any deductible portion of insured loss concerning the building or the Common Areas, provided that the deductible shall not exceed $25,000.

(viii) Auditors', accountants' and attorneys' fees and costs related to the operation, maintenance, repair and replacement of the project.

(ix) Labor, salaries and reasonable applicable fringe benefits of employees actually responsible for the management of the Project.

(x) Shuttle services, all costs associated with such shuttle services.

(xi) Any other services to be provided by Landlord that are stated elsewhere in this Lease to be Common Area Operating Expense.

(xii) Real and personal property taxes and assessments or substitutes therefor, including (but not limited to) any possessory interest, use, business, license or other taxes or fees as more particularly described in Section 4.2 above, any taxes imposed directly on rents or services, any assessments or charges for police or fire protection, housing, transit, open space, street or sidewalk construction or maintenance or other similar services from time to time by any governmental or quasi-governmental entity, and any other new taxes on landlords in addition to taxes now in effect.

(xiii) Supplies, equipment, utilities and tools used in management, operation and maintenance of the Project;

(xiv) Capital improvements to the Project, amortized over a reasonable period, (a) which reduce or will cause future reduction of other items of Operating Expenses for which Tenant is otherwise required to contribute or (b) which are required by law, ordinance, regulation or order of any governmental authority first in effect after the date of this Lease or (c) of which Tenant has use or which benefit Tenant or (d) which Landlord is required to make under Section 9.4(b); and

(xv) any other costs (including, but not limited to, any parking or utilities fees or surcharges) allocable to or paid by Landlord, as owner of the Project, pursuant to any applicable laws, ordinances, regulations or orders of any governmental or quasi-governmental authority or pursuant to the terms of any declarations of covenants, conditions and restrictions now or hereafter affecting the Project.

Operating Expenses shall not include any costs attributable to increasing the size of or otherwise expanding the Projects or the cost of the work for which Landlord is required to pay under Section 2.4 or Exhibit C.

Notwithstanding the foregoing, for purposes of this Lease, Operating Expenses shall not, however, include:

(a) costs, including without limitation legal fees, space planners' fees, advertising and promotional expenses (including the cost of any marketing personnel), and brokerage fees or leasing commission incurred in connection with the original construction or development, or the original or future leasing of the Project, and costs, including permit, license and inspection costs, incurred with respect to the installation of tenant improvements made for tenants occupying space in the Project or incurred in renovating or otherwise improving, decorating, painting or redecorating space for tenants or other occupants of the Project;

(b) depreciation, interest and principal payments on mortgages and other debt costs, if any;

(c) costs for which the Landlord is reimbursed by any tenant or occupant of the Project or by insurance by its carrier or any tenant's carrier or by anyone else (or would have been reimbursed if Landlord had carried the insurance required to be carried by Landlord under the terms of this Lease), and electric power costs for which any tenant directly contracts with the local public service company;

(d) any bad debt loss, rent loss, or reserves for bad debts or rent loss;

(e) costs associated with the operation of the business of the partnership or entity which constitutes the Landlord, as the same are distinguished from the costs of operation of the Project including the costs of partnership accounting and legal matters, costs of defending any lawsuits with any mortgagee (except as the actions of the Tenant may be in issue), costs of selling, syndicating, financing, mortgaging or hypothecating any interest of Landlord in the Project, and costs incurred in connection with any disputes between Landlord and its employees, between Landlord and Project management, or between Landlord and other tenants or occupants;

(f) the wages and benefits of any employee who does not devote substantially all of his or her employed time to the Project unless such wages and benefits are prorated to reflect time spent on operating and managing the Project vis-a-vis time spent on matters unrelated to operating and managing the Project; provided that in no event shall Operating Expenses for purposes of this Lease include wages and/or benefits attributable to personnel above the level of Project manager (the parties acknowledging that, for purposes hereof, the Project engineer(s) shall not be deemed to be above the level of Project manager);

(g) amounts paid as ground rental for the Project or any portion thereof by the Landlord;

(h) overhead and profit increment paid to Landlord or to subsidiaries or affiliates of Landlord for goods or services in the Project to the extent the same exceeds the costs of such goods or services charged or rendered by qualified, first-class unaffiliated third parties on a competitive basis;

(i) any compensation paid to clerks, attendants or other persons in commercial concessions operated by the Landlord (which shall specifically exclude the parking facilities), provided that any compensation paid to any concierge at the Project shall be includable as an Operating Expense;

(j) rentals and other related expenses incurred in leasing air conditioning systems, elevators or other equipment, the cost of which, if purchased, would be excluded from Operating Expenses as a capital cost, except equipment not affixed to the Project which is used in providing janitorial or similar services, and further excepting from this exclusion such equipment rented or leased to remedy or ameliorate an emergency condition in the Project;

(k) all items and services for which Tenant or any other tenant in the Project reimburses Landlord or which Landlord provides selectively to one or more tenants (other than Tenant) without reimbursement;

(l) any costs expressly excluded from Operating Expenses elsewhere in this Lease;

(m) rent for any office space occupied by Project management personnel to the extent the size or rental rate of such office space exceeds the size or fair market rental value of office space occupied by management personnel of the comparable buildings in the vicinity of the Building, with adjustment where appropriate for the size of the applicable project;

(n) costs arising from the gross negligence or willful misconduct of Landlord or its agents, employees, vendors, contractors, or providers of materials or services;

(o) any costs, including without limitation for repairs or replacements, necessary to bring the Project, including the roof, slab or Common Areas into good working order and repair as of the Lease Commencement Date;

(p) legal expenses incurred in connection with the leasing of the Building or Project, or enforcing such leases, other than those incurred for the general benefit of the Project's tenants (e.g., tax disputes);

(q) overtime expenses of Landlord in curing defaults by Landlord under this Lease or costs of performing work expressly provided in this Lease to be borne at Landlord's sole expense or at no cost to Tenant;

(r) federal or state income taxes of Landlord, or city, county or local taxes such as payroll or income taxes;

(s) costs incurred to comply with laws relating to the removal of any Hazardous Substance (as defined in this Lease) which was in existence in the Project or on the Project prior to the Date of this Lease, and costs incurred to remove, remedy, contain, or treat any Hazardous Substance which is brought into the Building or onto the Project after the date of this Lease by Landlord or any other tenant of the Project;

(t) costs of work or replacements at the Project to the extent covered by warranties;

(u) costs of design, entitlement, site preparation, planning, marketing, construction, permitting, development fees, construction or development assessments or other costs relating to or arising out of obtaining the entitlements and approvals for the development or construction of the Project incurred by Landlord prior to the Lease Commencement Date;

(v) fines, costs or penalties incurred as a result of a violation by Landlord of any Applicable Requirements, as defined below, or due to a violation by Landlord of the terms or conditions of (1) any lease or occupancy agreement at the Project, or (2) any mortgage, trust deed or other encumbrance now or hereafter in force against the Building or Project or any Covenants, Conditions or Restrictions, easement agreements and the like;

(w) Landlord's contributions to political or charitable organizations;

(x) any expenses incurred for use of any portion of the Project to accommodate special events held solely for the benefit of a particular tenant of the Project (other than tenant); and

(y) costs to correct violations of applicable requirements in the Common Areas that exist as of the Lease Commencement Date (based on the current interpretation of such applicable requirements by governmental authorities as of the Lease Commencement Date).

The distinction between items of ordinary operating maintenance and repair and items of a capital nature shall be made in accordance with generally accepted accounting principles applied on a consistent basis.

5.3 Determination of Operating Expenses. On or before the Commencement Date and during the last month of each calendar year of the term of this Lease ("Lease Year"), or as soon thereafter as practical, Landlord shall provide Tenant notice of Landlord's estimate of the Operating Expenses for the ensuing Lease Year or applicable portion thereof. On or before the first day of each month during the ensuing Lease Year or applicable portion thereof, beginning on the Commencement Date, Tenant shall pay to Landlord Tenant's Operating Cost Share of the portion of such estimated Operating Expenses allocable (on a prorata basis) to such month; provided, however, that if such notice is not given in the last month of a Lease Year, Tenant shall continue to pay on the basis of the prior year's estimate, if any, until the month after such notice is given. If at any time or times it appears to Landlord that the actual Operating Expenses will vary from Landlord's estimate by more than five percent (5%), Landlord may, by notice to Tenant, revise its estimate for such year and subsequent payments by Tenant for such year shall be based upon such revised estimate.

5.4 Final Accounting For Lease Year. Within ninety (90) days after the close of each Lease Year, or as soon after such 90-day period as practicable, Landlord shall deliver to Tenant a statement of Tenant's Operating Cost Share of the Operating Expenses for such Lease Year prepared by Landlord from Landlord's books and records. If on the basis of such statement Tenant owes an amount that is more than the estimated payments for such Lease Year previously made by Tenant, Tenant shall pay the deficiency to Landlord within ten (10) days after delivery of the statement. Any overpayment determined to have been made by Tenant for such Lease Year shall be applied and credited against Operating Expenses next falling due from Tenant pursuant to this Article 5 or, if the term of this Lease has already expired or terminated, shall be refunded by Landlord to Tenant in cash with ten (10) days after delivery of the statement. Failure or inability of Landlord to deliver the annual statement within such ninety (90) day period shall not impair or constitute a waiver of Tenant's obligation to pay Operating Expenses, or cause Landlord to incur any liability for damages. Upon five (5) days written notice to Landlord given not later than ninety (90) days after Tenant's receipt of an annual statement of Tenant's Operating Cost Share of the Operating Expenses for such Lease Year, and provided that Tenant satisfies its obligation to pay any deficiency amount shown in Landlord's statement within ten (10) days after delivery of the statement as required above, Tenant shall be entitled to conduct an audit of Landlord's records to verify actual Operating Expenses. Tenant and all recipients of information from Landlord's records shall hold such information in confidence and any breach of this obligation shall be a default under this Lease. Landlord may require that Tenant or its auditors execute a confidentiality agreement as a condition to conducting such audit. Tenant shall provide a copy of the audit report to Landlord. If it is determined that Tenant owes an amount that is more than the amount shown in Landlord's statement, Tenant shall pay the deficiency to Landlord within thirty (30) days after such determination has been made. If it is determined that Tenant owes an amount that is less than the amount shown in Landlord's statement, the amount overpaid by Tenant shall be applied and credited against Operating Expenses next falling due from Tenant pursuant to this Article 5, or if the Lease has terminated, refunded to Tenant within thirty (30) days. If it is determined that the amount shown in Landlord's statement as Tenant's Operating Cost Share of the Operating Expenses for the Lease Year audited exceeds by more than five percent (5%) the correct amount of Tenant's Operating Cost Share of the Operating Expenses for such year, Landlord shall promptly reimburse the reasonable costs incurred by Tenant in conducting the audit. If it is determined that the amount shown in Landlord's statement is correct or that Tenant owes an additional amount, Tenant shall promptly reimburse the reasonable costs incurred by Landlord in connection with the audit. In all other cases, each party shall bear their own expenses in connection with the audit.

5.5 Proration. If the Commencement Date falls on a day other than the first day of a Lease Year or if this Lease terminates on a day other than the last day of a Lease Year, the amount of Tenant's Operating Cost Share payable by Tenant applicable to such first and last partial Lease Year shall be prorated on the basis which the number of days during such Lease Year in which this Lease is in effect bears to 365. The termination of this Lease shall not affect the obligations of Landlord and Tenant pursuant to Section 5.4 to be performed after such termination.

5.6 Reassessment of Property Taxes. If, as a result of reassessment or otherwise, Landlord receives a refund of real property taxes paid by it for any period during the term of this Lease, then Landlord shall credit against Operating Expense payments next falling due from Tenant pursuant to this Article 5 the pro-rata share of such refund allocable to prior Operating Expense payments made by Tenant.

6. UTILITIES

6.1 Payment. Commencing with the Commencement Date and thereafter throughout the term of this Lease Tenant shall pay, before delinquency, all charges for water, gas, heat, light, electricity, power, sewer, telephone, Internet service, alarm system, janitorial and other services or utilities supplied to or consumed in or upon the Premises, including any taxes on such services and utilities. It is the intention of the parties that all such services shall be separately metered to the Premises. In the event that any of such services supplied to the Premises are not separately metered, then the amount thereof shall be an item of Operating Expenses and shall be paid as provided in Article 5.

6.2 Interruption. There shall be no abatement of rent or other charges required to be paid hereunder and Landlord shall not be liable in damages or otherwise for interruption or failure of any service or utility furnished to or used in the Premises because of accident, making of repairs, alterations or improvements, severe weather, difficulty or inability in obtaining services or supplies, labor difficulties or any other cause; provided, however that, if and to the extent there is an interruption or failure of any service or utility furnished to or used in the Premises that is caused by the negligence or willful misconduct of Landlord, then minimum monthly rental and Tenant's Operating Cost Share shall abate to the extent Tenant's use of the Premises is impaired and such impairment continues for three (3) consecutive business days.

7. ALTERATIONS

7.1 Right To Make Alterations. Tenant shall make no alterations, additions or improvements to the Premises, other than any first-time improvement of the Give-Back Space as contemplated by Exhibit E attached, or any interior non-structural alterations costing less than Two Thousand Dollars ($2,000.00) in each instance, without the prior written consent of Landlord. All such alterations, additions and improvements shall be completed with due diligence in a first-class workmanlike manner and in compliance with plans and specifications approved in writing by Landlord and all applicable laws, ordinances, rules and regulations. All such alterations, additions and improvements shall be performed solely by a licensed general contractor reasonably approved by Landlord, and Landlord shall be named as an additional insured on such contractor's insurance. Landlord may also, at its election, require Tenant to furnish to Landlord, at Tenant's sole cost and expense, a lien and completion bond in an amount equal to one and one-half times the estimated cost of any such work, to ensure completion of the work and to protect Landlord against any liens or claims relating thereto, except that no bond shall be required on jobs involving less than One Hundred Thousand Dollars ($100,000).

7.2 Title To Alterations. All alterations, additions and improvements installed in, on or about the Premises shall be part of the Project and the property of Landlord, unless Landlord elects to require Tenant to remove the same upon the termination of this Lease; provided, however, that (a) the foregoing shall not apply to Tenant's movable furniture and trade fixtures not affixed to the Premises, (b) Landlord may not elect to require Tenant to remove the improvements constructed pursuant to Section 2.4 and Exhibit C, (c) Landlord may not elect to require the Tenant to remove any alterations, additions or improvements installed by Tenant if prior to construction of the alteration, addition or improvement Tenant seeks and obtains Landlord's express consent (which may be withheld in Landlord's sole discretion) to nonremoval, and (d) Landlord shall not require removal of any burglar alarm system installed by Tenant within three (3) months after the Commencement Date provided that the entire alarm system is left on the Premises and no portions of it have been removed.

7.3 Tenant Fixtures. Notwithstanding the provisions of Sections 7.1 and 7.2, Tenant may install, remove and reinstall trade fixtures without Landlord's prior written consent, except that any fixtures which are affixed to the Premises or which affect the exterior or structural portions of the Project shall require Landlord's written approval. The foregoing shall apply to Tenant's signs, logos and insignia, all of which Tenant shall have the right to place and remove and replace solely with Landlord's prior written consent as to location, size and composition. Tenant shall immediately repair any damage caused by installation and removal of fixtures under this Section 7.3.

7.4 No Liens. Tenant shall at all times keep the Premises free from all liens and claims of any contractors, subcontractors, materialmen, suppliers or any other parties employed either directly or indirectly by Tenant in connection with any construction work on the Premises. Tenant may contest any claim of lien, but only if, prior to such contest, Tenant either (i) posts security in the amount of the claim, plus estimated costs and interest, or (ii) records a bond of a responsible corporate surety in such amount as may be required to release the lien from the Premises. Tenant shall indemnify, defend and hold Landlord harmless against any and all liability, loss, damage, cost and other expenses, including, without limitation, reasonable attorneys' fees, arising out of claims of any lien for work performed or materials or supplies furnished at the request of Tenant or persons claiming under Tenant, save and except the work constructed pursuant to Section 2.4.

8. MAINTENANCE AND REPAIRS

8.1 Landlord's Work. Landlord shall repair and maintain or cause to be repaired and maintained in a first-class manner those portions of the Project outside of the Premises, and the roof, exterior walls and other structural portions of the Project. The cost of all work performed by Landlord under this Section 8.1 shall be an Operating Expense hereunder, except to the extent such work (i) is required due to the negligence of Landlord or any other tenant of the Project, (ii) is a service to a specific tenant or tenants, other than Tenant, for which Landlord has received or has the right to receive full reimbursement, (iii) is a capital expense not includable as an Operating Expense under Section 5.2 hereof, or (iv) is required due to the negligence or willful misconduct of Tenant or its agents, employees or invitees (in which event Tenant shall bear the full cost of such work pursuant to the indemnification provided in Section 10.6 hereof, unless the cost of such work is covered or reimbursed by Landlord's insurance, in which event this Section 8.1 is not intended to negate any contrary waiver of subrogation contained in Section 10.4 below). Tenant knowingly and voluntarily waives the right to make repairs at Landlord's expense, or to offset the cost thereof against rent, under any law, statute, regulation or ordinance now or hereafter in effect.

8.2 Tenant's Obligation For Maintenance.

(a) Good Order, Condition And Repair. Tenant hereby accepts the Premises in the condition existing as of the date of the execution hereof, subject to all applicable zoning, municipal, county and state laws, ordinances and regulations governing and regulating the use of the Premises, and accepts this Lease subject thereto and to all matters disclosed thereby and by any exhibits attached hereto. Tenant acknowledges that neither Landlord nor any agent of Landlord has made any representation or warranty with respect to the condition of the Premises or the suitability thereof for the conduct of Tenant's business, the utility services provided to the Premises or the distribution of those utility services within the Premises, nor has Landlord agreed to undertake any modification, alteration or improvement to the Premises except as provided in this Lease. The taking of possession of the Premises by Tenant shall conclusively establish that the Premises were at such time in satisfactory condition unless within sixty (60) days after such date, Tenant shall give Landlord written notice specifying in reasonable detail the manner in which the Premises was not in satisfactory condition. Except as provided in Section 8.1 hereof, Tenant at its sole cost and expense shall keep and maintain in good and sanitary order, condition and repair the Premises and every part thereof, wherever located, including but not limited to the signs, interior, the face of the ceiling over Tenant's floor space, HVAC equipment and related mechanical systems serving the Premises (for which equipment and systems Tenant shall enter into a service contract with a person or entity designated or approved by Landlord), all doors, door checks, windows, plate glass, door fronts, exposed plumbing and sewage and other utility facilities, fixtures, lighting, wall surfaces, floor surfaces and ceiling surfaces and all other interior repairs, foreseen and unforeseen, as required. Landlord warrants and represents that, as of the date of this Lease, the HVAC equipment and related mechanical systems serving the Premises are in good operating condition and are suitable to provide reasonable heating, ventilating and air conditioning service to the Premises when the Premises are utilized for the purposes permitted hereunder.

(b) Landlord's Remedy. If Tenant, after notice from Landlord, fails to make or perform promptly any repairs or maintenance which are the obligation of Tenant hereunder, Landlord shall have the right, but shall not be required, to enter the Premises and make the repairs or perform the maintenance necessary to restore the Premises to good and sanitary order, condition and repair. Immediately on demand from Landlord, the cost of such repairs shall be due and payable by Tenant to Landlord.

(c) Condition Upon Surrender. At the expiration or sooner termination of this Lease, Tenant shall surrender the Premises, including any additions, alterations and improvements thereto, broom clean, in good and sanitary order, condition and repair, ordinary wear and tear and casualty damage excepted, first, however, removing all goods and effects of Tenant and all fixtures and items required to be removed or specified to be removed at Landlord's election pursuant to this Lease, and repairing any damage caused by such removal. Tenant shall not have the right to remove fixtures (other than Tenant's trade fixtures) if Tenant is in default hereunder unless Landlord specifically waives this provision in writing. Tenant expressly waives any and all interest in any personal property and trade fixtures not removed from the Premises by Tenant at the expiration or termination of this Lease, agrees that any such personal property and trade fixtures may, at Landlord's election, be deemed to have been abandoned by Tenant, and authorizes Landlord (at its election and without prejudice to any other remedies under this Lease or under applicable law) to remove and either retain, store or dispose of such property at Tenant's cost and expense, and Tenant waives all claims against Landlord for any damages resulting from any such removal, storage, retention or disposal.

9. USE OF PREMISES

9.1 Permitted Use. Tenant shall use the Premises solely for general office, research and development, manufacturing, and any other legally permitted uses.

9.2 [Reserved].

9.3 No Nuisance. Tenant shall not use the Premises for or carry on or permit upon the Premises or any part thereof any nuisance or anything against public policy, nor interfere with the rights or business of any other tenants or of Landlord in the Project, nor commit or allow to be committed any waste in, on or about the Premises, nor make any other unreasonable use of the Premises. Tenant shall not do or permit anything to be done in or about the Premises, nor bring nor keep anything therein, which will in any way cause the Premises to be uninsurable with respect to the insurance required by this Lease or with respect to standard fire and extended coverage insurance with vandalism, malicious mischief and riot endorsements.

9.4 Compliance With Laws.

(a) Tenant shall not use the Premises or permit the Premises to be used in whole or in part for any purpose or use that is in violation of any applicable laws, ordinances, regulations or rules of any governmental agency or public authority. Tenant shall keep the Premises equipped with all safety appliances required by law, ordinance or reasonably required by insurance on the Premises, or any order or regulation of any public authority because of Tenant's particular use of the Premises (other than uses permitted in 9.1, above) or construction of improvements by Tenant. Tenant shall procure all licenses and permits required for use of the Premises. Tenant shall use the Premises in accordance with all applicable ordinances, rules, laws and regulations, shall comply with all requirements of all governmental authorities now in force or which may hereafter be in force pertaining to the use of the Premises by Tenant, including, without limitation, regulations applicable to noise, water, soil and air pollution, and shall make such nonstructural alterations and additions thereto as may be required from time to time by such laws, ordinances, rules, regulations and requirements of governmental authorities or insurers of the Premises (collectively, "Requirements") because of Tenant's construction of improvements in or other particular use of the Premises (other than uses permitted in 9.1, above) or as may be required under the terms of the Americans With Disabilities Act of 1990 (including any subsequent amendments thereto and any implementing statutes, ordinances or regulations of any governmental authority) (the "ADA"). Any structural alterations or additions to the Premises required from time to time by applicable Requirements because of Tenant's construction of improvements (other than the initial and second phase tenant improvements), or Tenant's particular use of the Premises (other than uses permitted in 9.1, above) or required under the ADA shall, at Landlord's election, either (i) be made by Tenant, at Tenant's sole cost and expense, in accordance with the procedures and standards set forth in Section 7.1 for alterations by Tenant, or (ii) be made by Landlord at Tenant's sole cost and expense, in which event Tenant shall pay to Landlord as additional rent, within ten (10) days after demand by Landlord, an amount equal to all costs incurred by Landlord in connection with such alterations or additions. Notwithstanding the foregoing, Tenant shall not be responsible for causing the Premises to be in compliance with the ADA to the extent the ADA requires alterations or additions to the Premises that apply to office premises generally (without taking into account any alterations made to the Premises by the Tenant during the term of this Lease or any particular needs of Tenant or any of its employees or invitees). The judgment of any court, or the admission by Tenant in any proceeding against Tenant, that Tenant has violated any law, statute, ordinance or governmental rule, regulation or requirement shall be conclusive of such violation as between Landlord and Tenant. Tenant shall indemnify, defend and hold Landlord harmless from and against any costs, expenses or obligations (including attorneys' fees) incurred in connection therewith.

(b) Alterations or additions that are required to be made under applicable laws, rules, ordinances and regulations that are not required to be made by Tenant pursuant to Section 9.4(a) shall be made by Landlord if the failure to make such alterations or additions would adversely affect Tenant's ability to make reasonable use of the Premises for the purposes contemplated in the Lease. Landlord shall be entitled under Section 5.2 hereof to characterize the cost of alterations or additions made by it pursuant to this Section 9.4(b), or a reasonably amortized portion thereof in the case of capital improvements, as an Operating Expense.

9.5 Liquidation Sales. Tenant shall not conduct or permit to be conducted any auction, bankruptcy sale, liquidation sale, or going out of business sale, in, upon or about the Premises or the Project, whether said auction or sale be voluntary, involuntary or pursuant to any assignment for the benefit of creditors, or pursuant to any bankruptcy or other insolvency proceeding.

9.6 Environmental Matters.

(a) For purposes of this Section, "hazardous substance" shall mean the substances included within the definitions of the term "hazardous substance" under (i) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. 9601 et seq., and the regulations promulgated thereunder, as amended, (ii) the California Carpenter-Presley-Tanner Hazardous Substance Account Act, California Health & Safety Code 25300 et seq., and regulations promulgated thereunder, as amended, (iii) the Hazardous Materials Release Response Plans and Inventory Act, California Health & Safety Code 25500 et seq., and regulations promulgated thereunder, as amended, and (iv) petroleum; "hazardous waste" shall mean (i) any waste listed as or meeting the identified characteristics of a "hazardous waste" under the Resource Conservation and Recovery Act of 1976, 42 U.S.C. 6901 et seq., and regulations promulgated pursuant thereto, as amended (collectively, "RCRA"), (ii) any waste meeting the identified characteristics of "hazardous waste," "extremely hazardous waste" or "restricted hazardous waste" under the California Hazardous Waste Control Law, California Health & Safety Code 25100 et seq., and regulations promulgated pursuant thereto, as amended (collectively, the "CHWCL"), and/or (iii) any waste meeting the identified characteristics of "medical waste" under California Health & Safety Code 25015-25027.8, and regulations promulgated thereunder, as amended; and "hazardous waste facility" shall mean a hazardous waste facility as defined under the CHWCL.

(b) Without limiting the generality of the obligations set forth in Section 9.4 above:

(i) Tenant covenants not to cause or permit any hazardous substance or hazardous waste to be brought upon, kept, stored or used in or about the Premises (excepting only customary types and quantities of office products and cleaning supplies) without the prior written consent of Landlord, which consent shall not be unreasonably withheld, provided Tenant demonstrates to Landlord's satisfaction, in exercise of Landlord's sole and absolute discretion, that such items, and the quantities thereof, are necessary or useful to Tenant's business and will be used, kept and stored in a manner that complies with all applicable laws, rules, regulations, orders, permits, licenses and operating plans of any governmental authority with respect to the receipt, use, handling, generation, transportation, storage, treatment and/or disposal of hazardous substances or wastes.

(ii) Tenant covenants that, in connection with its occupancy and use of the Premises, it will comply with all applicable laws, rules, regulations, orders, permits, licenses and operating plans of any governmental authority with respect to the receipt, use, handling, generation, transportation, storage, treatment and/or disposal of hazardous substances or wastes by Tenant, its agents, contractors, employees, invitees and permitted subtenants and assignees, and Tenant will provide Landlord with copies of all permits, licenses, registrations and other similar documents that authorize Tenant to conduct any such activities in connection with its authorized use of the Premises.

(iii) Tenant agrees that it shall not (A) operate on or about the Premises any facility required to be permitted or licensed as a hazardous waste facility or for which interim status as such is required, nor (B) store any hazardous wastes on or about the Premises (excepting only customary types and quantities of office products and cleaning supplies) for ninety (90) days or more, nor (C) conduct any other activities on or about the Premises that could result in the Premises being deemed to be a "hazardous waste facility" (including, but not limited to, any storage or treatment of hazardous substances or hazardous wastes that could have such a result).

(iv) Tenant agrees to comply with all applicable laws, rules, regulations, orders and permits relating to underground storage tanks used, installed, maintained, closed or removed by Tenant at the Premises, as such tanks are defined in California Health & Safety Code 25281(x), including, without limitation, complying with California Health & Safety Code 25280-25299.7 and the regulations promulgated thereunder, as amended. Tenant shall furnish to Landlord copies of all registrations and permits for all underground storage tanks.

(v) If applicable, Tenant shall provide Landlord in writing the following information and/or documentation at the commencement of this Lease and within sixty (60) days of any change in or addition to the required information and/or documentation:

(A) A list of all hazardous substances and/or wastes that Tenant receives, uses, handles, generates, transports, stores, treats or disposes of in connection with its operations on the Premises (excepting only customary types and quantities of office products and cleaning supplies).

(B) Copies of all Material Safety Data Sheets ("MSDS's"), if any, required to be completed with respect to operations of Tenant at the Premises in accordance with Title 26, California Code of Regulations 8-5194 or 42 U.S.C. 11021, or any amendments thereto. In lieu of this requirement, Tenant may provide a Hazardous Materials Inventory Sheet that details the MSDS's.

(C) Copies of all hazardous waste manifests (as defined in Title 26, California Code of Regulations 22-66481), if any, that Tenant is required to complete in connection with its operations at the Premises.

(D) A copy of any Hazardous Materials Management Plan required with respect to Tenant's operations at the Premises, pursuant to California Health & Safety Code 25500 et seq., and any regulations promulgated thereunder, as amended.

(E) Copies of any Contingency Plans and Emergency Procedures required of Tenant due to its operations in accordance with Title 26, California Code of Regulations 22-67140 et seq., and any amendments thereto, and copies of any Training Programs and Records required under Title 26, California Code of Regulations, 22-67105, and any amendments thereto.

(F) Copies of any biennial reports to be furnished to the California Department of Health Services relating to hazardous substances or wastes, pursuant to Title 26, California Code of Regulations, 22-66493, and any amendments thereto.

(G) Copies of all industrial wastewater discharge permits.

(H) Copies of any other lists or inventories of hazardous substances and/or wastes on or about the Project or Premises that Tenant is otherwise required to prepare and file with any governmental or regulatory authority.

(vi) Tenant shall secure Landlord's prior written approval for any proposed receipt, storage, possession, use, transfer or disposal of "radioactive materials" or "radiation," as such materials are defined in Title 26, California Code of Regulations 17-30100, and/or any other materials possessing the characteristics of the materials so defined, which approval Landlord may withhold in its sole and absolute discretion. Tenant, in connection with any such authorized receipt, storage, possession, use, transfer or disposal of radioactive materials or radiation, shall:

(A) Comply with all federal, state and local laws, rules, regulations, orders, licenses and permits;

(B) Furnish Landlord with a list of all radioactive materials or radiation received, stored, possessed, used, transferred or disposed of; and

(C) Furnish Landlord with all licenses, registration materials, inspection reports, orders and permits in connection with the receipt, storage, possession, use, transfer or disposal of radioactive materials or radiation.

(vii) Tenant agrees to comply with any and all applicable laws, rules, regulations and orders with respect to the release into the environment of any hazardous wastes or substances or radiation or radioactive materials. Tenant agrees to notify Landlord in writing of any unauthorized release of any such hazardous wastes or substances or radiation or radioactive materials into the environment within twenty-four hours of the time at which Tenant became aware of such release.

(viii) Tenant shall indemnify, defend and hold Landlord harmless from and against any and all claims, losses (including, but not limited to, loss of rental income and loss due to business interruption), damages, liabilities, costs, legal fees and expenses of any sort arising out of or relating to any unauthorized release into the environment of hazardous substances or wastes or radiation or radioactive materials, or Tenant's failure to comply with any subparagraphs of this paragraph (b), except those caused by Landlord's negligence or intentional misconduct.

(ix) Tenant agrees to cooperate with Landlord in furnishing Landlord with complete information regarding Tenant's receipt, handling, use, storage, transportation, generation, treatment and/or disposal of any hazardous substances or wastes or radiation or radioactive materials. Upon request, Tenant agrees to grant Landlord reasonable access at reasonable times to the Premises to inspect Tenant's receipt, handling, use, storage, transportation, generation, treatment and/or disposal of hazardous substances or wastes or radiation or radioactive materials, without being deemed guilty of any disturbance of Tenant's use or possession of the Premises and without being liable to Tenant in any manner.

(x) Notwithstanding Landlord's rights of inspection and review under this paragraph 9.6(b), Landlord shall have no obligation or duty to so inspect or review, and no third party shall be entitled to rely on Landlord to conduct any sort of inspection or review by reason of the provisions of this paragraph 9.6(b).

(xi) If Tenant receives, handles, uses, stores, transports, generates, treats and/or disposes of any hazardous substances or wastes or radiation or radioactive materials on or about the Premises at any time during the term of this Lease, and Landlord has a reasonable basis for believing that Tenant has failed to comply with the requirements of this Section 9.6, then within thirty (30) days after termination or expiration of this Lease, Tenant at its sole cost and expense shall obtain and deliver to Landlord an environmental study, performed by an expert reasonably satisfactory to Landlord, evaluating the presence or absence of hazardous substances and wastes, radiation and radioactive materials on and about the Premises. Such study shall be based on a reasonable and prudent level of tests and investigations of the Premises, which tests shall be conducted no earlier than the date of termination or expiration of this Lease. Liability for any remedial actions required or recommended on the basis of such study shall be allocated in accordance with Sections 9.4, 9.6, 10.6 and other applicable provisions of this Lease.

(c) Landlord warrants and represents to Tenant that, to the actual knowledge of Landlord's current officers, Landlord has not received any notice from any governmental authority that the Premises, the Project are in violation of any laws, ordinances, regulations or rules regulating hazardous materials or hazardous substances. Landlord shall indemnify, defend and hold Tenant harmless from and against any and all claims, losses, damages, liabilities, costs, legal fees and expenses arising out of or relating to any unauthorized release into the environment of hazardous materials or hazardous substances where such unauthorized release is made by Landlord.

(d) The provisions of this Section 9.6 shall survive the termination of this Lease.

10. INSURANCE AND INDEMNITY

10.1 Tenant's Insurance.

(a) Tenant shall procure and maintain in full force and effect at all times during the term of this Lease, at Tenant's cost and expense, comprehensive public liability and property damage insurance to protect against any liability to the public, or to any invitee of Tenant or Landlord, arising out of or related to the use of or resulting from any accident occurring in, upon or about the Premises, with limits of liability of not less than (i) One Million Dollars ($1,000,000.00) for injury to or death of one person, (ii) Three Million Dollars ($3,000,000.00) for personal injury or death, per occurrence, and (iii) Five Hundred Thousand Dollars ($500,000.00) for property damage, or a combined single limit of public liability and property damage insurance of not less than Three Million Dollars ($3,000,000.00). In addition, Tenant shall procure and maintain in full force and effect at all times during the term of this Lease, at Tenant's cost and expense, business auto liability insurance covering owned, non-owned and hired vehicles with a limit of not less than $1,000,000.00 per accident. All of the insurance required under this Section 10.1 (a) shall name Landlord as an additional insured thereunder. The amount of such insurance shall not be construed to limit any liability or obligation of Tenant under this Lease.

(b) Tenant shall procure and maintain in full force and effect at all times during the term of this Lease, at Tenant's cost and expense, a policy of fire and extended coverage insurance covering all fixtures, equipment, alterations, additions and improvements constructed or installed by Tenant in or about the Premises, and all plate glass on the Premises, in an amount not less than the replacement cost thereof, together with insurance against sprinkler damage, vandalism and malicious mischief. In the event of any casualty, the proceeds of such insurance, so long as this Lease remains in effect, shall be used to repair or replace the property so insured in accordance with Section 13.5 of this Lease. The amount of such insurance shall not be construed to limit any liability or obligation of Tenant under this Lease.

10.2 Quality Of Policies And Certificates. All policies of insurance required hereunder shall be issued by responsible insurers acceptable to Landlord and Landlord's lender and qualified to do business in the State and rated at A-VIII or better in A.M. Best's Insurance Guide and shall be written as primary policies not contributing with and not in excess of any coverage that Landlord may carry. Tenant shall deliver to Landlord copies of policies or certificates of insurance showing that said policies are in effect. The coverage provided by such policies shall include the clause or endorsement referred to in Section 10.4. If Tenant fails to acquire, maintain or renew any insurance required to be maintained by it under this Article 10 or to pay the premium therefor, then Landlord, at its option and in addition to its other remedies, but without obligation so to do, may procure such insurance, and any sums expended by it to procure any such insurance shall be repaid upon demand, with interest as provided in Section 3.2 hereof. Tenant shall obtain written undertakings from each insurer under policies required to be maintained by it to notify all insureds thereunder at least thirty (30) days prior to cancellation, amendment or revision of coverage.

10.3 Workers' Compensation. Tenant shall maintain in full force and effect during the term of this Lease workers' compensation insurance covering all of Tenant's employees working on the Premises and employer's liability insurance in amounts not less than $1,000,000 each accident for bodily injury by accident, $1,000,000 policy limit for bodily injury by disease, and $1,000,000 each employee for bodily injury by disease.

10.4 Waiver Of Subrogation. To the extent permitted by law and without affecting the coverage provided by insurance required to be maintained hereunder, Landlord and Tenant each waive any right to recover against the other (i) damages for injury to or death of persons, (ii) damage to property, (iii) damage to the Premises or any part thereof, or (iv) claims arising by reason of any of the foregoing, but only to the extent that any of the foregoing damages and claims under subparts (i)-(iv) hereof are covered, and only to the extent of such coverage, by insurance actually carried or required to be carried hereunder by either Landlord or Tenant. This provision is intended to waive fully, and for the benefit of each party, any rights and claims which might give rise to a right of subrogation in any insurance carrier. Each party shall procure a clause or endorsement on any policy required under this Article 10 denying to the insurer rights of subrogation against the other party to the extent rights have been waived by the insured prior to the occurrence of injury or loss. Coverage provided by insurance maintained by Tenant under this Article 10 shall not be limited, reduced or diminished by virtue of the subrogation waiver herein contained.

10.5 Increase In Premiums. Tenant shall do all acts reasonably necessary to insure that the Premises are not used for purposes prohibited by any applicable fire insurance, and that Tenant's use of the Premises complies with all requirements necessary to obtain any such insurance. If Tenant uses or permits the Premises to be used in a manner which increases the existing rate of any insurance on the Premises carried by Landlord, Tenant shall pay the amount of the increase in premium caused thereby, and Landlord's costs of obtaining other replacement insurance policies, including any increase in premium, within ten (10) days after demand therefor by Landlord.

10.6 Tenant's Indemnification. Tenant shall indemnify, defend and hold Landlord, its officers, directors, members, managers, agents, affiliates and employees (collectively, the "Landlord Parties") harmless from any and all liability for injury to or death of any person, or loss of or damage to the property of any person, and all actions, claims, demands, costs (including, without limitation, reasonable attorneys' fees), damages or expenses of any kind arising therefrom which may be brought or made against Landlord or which Landlord may pay or incur by reason of the use, occupancy and enjoyment of the Premises by Tenant or any invitees, sublessees, licensees, assignees, employees, agents or contractors of Tenant or holding under Tenant from any cause whatsoever other than negligence or willful misconduct or omission by Landlord, its agents or employees. Landlord, its partners, shareholders, officers, directors, affiliates, agents, employees and contractors shall not be liable for, and Tenant hereby waives all claims against such persons for, damages to goods, wares and merchandise in or upon the Premises, or for injuries to Tenant, its agents or third persons in or upon the Premises, from any cause whatsoever other than negligence or willful misconduct or omission by Landlord, its agents or employees. Tenant shall give prompt notice to Landlord of any casualty or accident in, on or about the Premises.

10.7 Blanket Policy. Any policy required to be maintained hereunder may be maintained under a so-called "blanket policy" insuring other parties and other locations so long as the amount of insurance required to be provided hereunder is not thereby diminished.

10.8 Exemption of Landlord from Liability. Landlord shall not be liable for injury to Tenant's business or loss of income therefrom or for damage which may be sustained by the persons, goods, wares, merchandise, or property of Tenant, Tenant's agents, employees, contractors, licensees, customers, or invitees, or any other person in or about the Premises or the Project caused by or resulting from fire, steam, electricity, gas, water, or rain, which may leak or flow from or into any part of the Premises, or from the breakage, leakage, obstruction, or other defects of the pipes, sprinklers, wires, appliances, plumbing, air conditioning, or lighting fixtures of the same, regardless of whether the cause of such damage or injury or the means of repairing the same is inaccessible to Tenant other than those arising from Landlord's active negligence or intentional misconduct. Landlord shall not be liable for any damages arising from any act or omission of any other tenant (if any) of the Project.

11. SUBLEASE AND ASSIGNMENT

11.1 Assignment And Sublease Of Premises. Tenant shall not have the right or power to assign its interest in this Lease, or make any sublease, nor shall any interest of Tenant under this Lease be assignable involuntarily or by operation of law, without on each occasion obtaining the prior written consent of Landlord, which consent shall not be unreasonably withheld. Any purported sublease or assignment of Tenant's interest in this Lease requiring but not having received Landlord's consent thereto shall be void. Without limiting the generality of the foregoing, Landlord may withhold consent to any proposed subletting or assignment solely on the ground that the use by the proposed subtenant or assignee is reasonably likely to be incompatible with Landlord's use of the balance of the Project. Any dissolution, consolidation, merger or other reorganization of Tenant, or any sale or transfer of the stock of or other interest in Tenant, or any series of one or more of such events, involving in the aggregate a change of fifty percent (50%) or more in the beneficial ownership of Tenant or its assets (unless Tenant is publicly traded) shall be deemed to be an assignment hereunder and shall be void without the prior written consent of Landlord as required above; provided, however, that Landlord's prior consent shall not be required in connection with any merger, consolidation, or reincorporation of Tenant or the initial public offering of Tenant's shares (each, a "Permitted Transfer"), provided that the proposed transferee or resultant entity after such Permitted Transfer has a net worth equal to or greater than that of Tenant as of the date of this Lease. Notwithstanding Tenant's right to make Permitted Transfers, in the event Tenant wishes to effectuate a Permitted Transfer, Tenant will endeavor to provide Landlord with thirty (30) days advance written notice (but will in any event provide such notice as soon as reasonably practicable) containing the following information, all of which shall be maintained and treated by Landlord as confidential: (i) the structure of the proposed transaction, and (ii) the name, address, telephone and facsimile numbers, and contact person of the proposed transferee, the terms of the proposed assignment, and financial statement of the proposed transferee (which shall be required in connection with such Permitted Transfer notwithstanding the limitation contained in Section 17.14 below).

11.2 Rights Of Landlord.

(a) Consent by Landlord to one or more assignments of this Lease, or to one or more sublettings of the Premises, or collection of rent by Landlord from any assignee or sublessee, shall not operate to exhaust Landlord's rights under this Article 11, nor constitute consent to any subsequent assignment or subletting. No assignment of Tenant's interest in this Lease and no sublease shall relieve Tenant of its obligations hereunder, notwithstanding any waiver or extension of time granted by Landlord to any assignee or sublessee, or the failure of Landlord to assert its rights against any assignee or sublessee, and regardless of whether Landlord's consent thereto is given or required to be given hereunder. In the event of a default by any assignee, sublessee or other successor of Tenant in the performance of any of the terms or obligations of Tenant under this Lease, Landlord may proceed directly against Tenant without the necessity of exhausting remedies against any such assignee, sublessee or other successor. In addition, Tenant immediately and irrevocably assigns to Landlord, as security for Tenant's obligations under this Lease, all rent from any subletting of all or a part of the Premises as permitted under this Lease, and Landlord, as Tenant's assignee and as attorney-in-fact for Tenant, or any receiver for Tenant appointed on Landlord's application, may collect such rent and apply it toward Tenant's obligations under this Lease; except that, until the occurrence of an act of default by Tenant, Tenant shall have the right to collect such rent.

(b) Upon any assignment of Tenant's interest in this Lease except in connection with a Permitted Transfer, Tenant shall pay to Landlord, within ten (10) days after receipt thereof by Tenant from time to time, one-half (1/2) of all cash sums and other economic consideration received by Tenant on account of such assignment, after first deducting therefrom (i) the unamortized cost of any leasehold improvements previously made in the Premises and paid for by Tenant (for which purpose improvements paid for by Landlord pursuant to any tenant improvement allowance under Exhibit C hereto shall not be construed to have been paid for by Tenant), (ii) any reasonable and customary costs incurred by Tenant for leasehold improvements (including, but not limited to, third party architectural and space planning costs) in the Premises in connection with such assignment, and (iii) any reasonable and customary real estate commissions and/or attorneys' fees incurred by Tenant in connection with such assignment and (iv) any other reasonably related leasing expenses and tenant concessions.

(c) Upon any sublease of all or any portion of the Premises, Tenant shall pay to Landlord, within ten (10) days after receipt thereof by Tenant from time to time, one-half (1/2) of all cash sums and other economic consideration received by Tenant on account of such sublease, after first deducting therefrom (i) the rental due hereunder for the corresponding period, prorated to reflect only rental allocable to the subleased portion of the Premises, (ii) any reasonable and customary costs incurred by Tenant for leasehold improvements in the subleased portion of the Premises (including, but not limited to, third party architectural and space planning costs) for the specific benefit of the sublessee in connection with such sublease, (iii) any reasonable and customary real estate commissions and/or attorneys' fees incurred by Tenant in connection with such sublease, (iv) the unamortized cost of any leasehold improvements previously made and paid for by Tenant with respect to the subleased portion of the Premises (subject to the same limitation set forth in clause (b)(i) above) and (v) any other reasonably related leasing expenses and tenant concessions.

11.3 Waiver of Civil Code Section 1995.310. Tenant hereby waives the remedies provided in Section 1995.310 of the California Civil Code, consisting of the right to terminate this Lease or collect contract damages, if Landlord unreasonably withholds its consent to any Assignment.

12. RIGHT OF ENTRY AND QUIET ENJOYMENT

12.1 Right Of Entry. Landlord and its authorized representatives shall have the right to enter the Premises at any time during the term of this Lease during normal business hours and upon not less than twenty-four (24) hours prior notice, except in the case of emergency (in which event no notice shall be required and entry may be made at any time), for the purpose of inspecting and determining the condition of the Premises or for any other proper purpose including, without limitation, to make repairs, replacements or improvements which Landlord may deem necessary, to show the Premises to prospective purchasers, to show the Premises to prospective tenants, and to post notices of nonresponsibility. To facilitate exercise of Landlord's right of entry, Tenant shall ensure that Landlord or its agent at all times have at least one (1) key to unlock all doors in or about the Premises, and Tenant shall not change any locks in or about the Premises without prior notice to Landlord and delivery of a key for the new locks to Landlord or its agent. Landlord shall not be liable for inconvenience, annoyance, disturbance, loss of business, quiet enjoyment or other damage or loss to Tenant by reason of making any repairs or performing any work upon the Premises, or the Project or by reason of erecting or maintaining any scaffolding or protective barricades in connection with any such work, and the obligations of Tenant under this Lease shall not thereby be affected in any manner whatsoever, provided, however, that (a) Landlord shall use reasonable efforts to minimize the inconvenience to Tenant's normal business operations caused thereby, and (b) Landlord's exculpation for damage or loss pursuant to this sentence shall not apply to any damage or loss directly attributable to Landlord's negligence or willful misconduct. Notwithstanding the foregoing, Landlord shall, prior to entry onto the Premises, execute a non-disclosure agreement in favor of Tenant to protect Tenant's trade secrets.

12.2 Quiet Enjoyment. Landlord covenants that Tenant, upon paying the rent and performing its obligations hereunder and subject to all the terms and conditions of this Lease, shall peacefully and quietly have, hold and enjoy the Premises throughout the term of this Lease, or until this Lease is terminated as provided by this Lease.

13. CASUALTY AND TAKING

13.1 Termination Or Reconstruction. If during the term of this Lease the Premises or Project, or any substantial part of either, (i) is damaged materially by fire or other casualty or by action of public or other authority in consequence thereof, (ii) is taken by eminent domain or by reason of any public improvement or condemnation proceeding, or in any manner by exercise of the right of eminent domain (including any transfer in avoidance of an exercise of the power of eminent domain), or (iii) receives irreparable damage by reason of anything lawfully done under color of public or other authority, this Lease shall terminate as to the entire Premises at Landlord's or Tenant's election by written notice given to Tenant or Landlord as the case may be, within sixty (60) days after the damage or taking has occurred. In addition, if during the term of this Lease the Premises or any substantial part thereof is damaged by fire or other casualty and such damage cannot reasonably be expected to be repaired, to such an extent that Tenant can reasonably begin reconstruction of its improvements under Section 13.5 below, within one hundred eighty (180) days after the date of such damage, then Tenant may elect to terminate this Lease by written notice to Landlord given within thirty (30) days after the date of such damage, and such termination shall be effective as of the date of such notice. If neither party elects to terminate this Lease as hereinabove provided, Landlord shall repair any such damage and restore the Premises (to the extent of Landlord's work therein under Section 2.4 and Exhibit C) and the Project as nearly as reasonably possible to the condition existing before the damage or taking. Notwithstanding the forgoing, if the damage occurs during the last twelve (12) months of the Lease term, then Tenant shall have the right to terminate the Lease.

13.2 Tenant's Rights. If any portion of the Premises is so taken by condemnation, Tenant may elect to terminate this Lease if the portion of the Premises taken is of such extent and nature as substantially to handicap, impede or permanently impair Tenant's use of the balance of the Premises. Tenant must exercise its right to terminate by giving notice to Landlord within thirty (30) days after the nature and extent of the taking have been finally determined. If Tenant elects to terminate this Lease, Tenant shall also notify Landlord of the date of termination, which date shall not be earlier than thirty (30) days nor later than ninety (90) days after Tenant has notified Landlord of its election to terminate, except that this Lease shall terminate on the date of taking if the date of taking falls on any date before the date of termination designated by Tenant.

13.3 Lease To Remain In Effect. If neither Landlord nor Tenant terminates this Lease as hereinabove provided, this Lease shall continue in full force and effect, except that minimum monthly rental and Tenant's Operating Cost Share shall abate to the extent Tenant's use of the Premises is impaired for any period that any portion of the Premises is unusable or inaccessible because of a casualty or taking hereinabove described. Each party waives the provisions of Code of Civil Procedure Section 1265.130, allowing either party to petition the Superior Court to terminate this Lease in the event of a partial condemnation of the Premises.

13.4 Reservation Of Compensation. Landlord reserves, and Tenant waives and assigns to Landlord, all rights to any award or compensation for damage to the Premises, Project and the leasehold estate created hereby, accruing by reason of any taking in any public improvement, condemnation or eminent domain proceeding or in any other manner by exercise of the right of eminent domain or of anything lawfully done by public authority, except that Tenant shall be entitled to any and all compensation or damages paid for or on account of (a) Tenant's moving expenses, trade fixtures, equipment, personal property and any leasehold improvements in the Premises, the cost of which was borne by Tenant, but only to the extent of the then remaining unamortized value of such improvements computed on a straight-line basis over the term of this Lease, and (b) damage to Tenant's business at the Premises if and to the extent such compensation or damages is separately awarded to Tenant and will not diminish any award otherwise payable to Landlord. Tenant covenants to deliver such further assignments of the foregoing as Landlord may from time to time request.

13.5 Restoration Of Fixtures. If Landlord repairs or causes repair of the Premises after such damage or taking, Tenant at its sole expense shall repair and replace promptly all fixtures, equipment and other property of Tenant located at, in or upon the Premises and all additions, alterations and improvements and all other items installed or paid for by Tenant under this Lease that were damaged or taken, so as to restore the same to a condition substantially equal to that which existed immediately prior to the damage or taking. Tenant shall have the right to make modifications to the Premises, fixtures and improvements, subject to the prior written approval of Landlord, not to be unreasonably withheld, conditioned or delayed. In its review of Tenant's plans and specifications, Landlord may take into consideration the effect of the proposed modifications on the exterior appearance, the structural integrity and the mechanical and other operating systems of the Project.

14. DEFAULT

14.1 Events Of Default. The occurrence of any of the following shall constitute an event of default on the part of Tenant:

(a) [Reserved]

(b) Nonpayment. Failure to pay, when due, any amount payable to Landlord hereunder, such failure continuing for a period of five (5) days after written notice of such failure; provided, however, that any such notice shall be in lieu of, and not in addition to, any notice required under California Code of Civil Procedure Section 1161 et seq., as amended from time to time;

(c) Other Obligations. Failure to perform any obligation, agreement or covenant under this Lease other than those matters specified in subsection (b) hereof, such failure continuing for thirty (30) days after written notice of such failure, or, if it is not possible to cure such default within thirty (30) days, failure to commence cure within said thirty (30) day period and thereafter to proceed diligently to complete cure; provided, however, that any such notice shall be in lieu of, and not in addition to, any notice required under California Code of Civil Procedure Section 1161 et seq., as amended from time to time;

(d) General Assignment. A general assignment by Tenant for the benefit of creditors;

(e) Bankruptcy. The filing of any voluntary petition in bankruptcy by Tenant, or the filing of an involuntary petition by Tenant's creditors, which involuntary petition remains undischarged for a period of ninety (90) days. In the event that under applicable law the trustee in bankruptcy of Tenant has the right to affirm this Lease and continue to perform the obligations of Tenant hereunder, such trustee of Tenant shall, in such time period as may be permitted by the bankruptcy court having jurisdiction, cure all defaults of Tenant hereunder outstanding as of the date of the affirmance of this Lease and provide to Landlord such adequate assurances as may be necessary to ensure Landlord of the continued performance of Tenant's obligations under this Lease. Specifically, but without limiting the generality of the foregoing, such adequate assurances must include assurances that the Premises continue to be operated only for the use permitted hereunder. The provisions hereof are to assure that the basic understandings between Landlord and Tenant with respect to Tenant's use of the Premises and the benefits to Landlord therefrom are preserved, consistent with the purpose and intent of applicable bankruptcy laws;

(f) Receivership. The employment of a receiver appointed by court order to take possession of substantially all of Tenant's assets or the Premises, if such receivership remains undissolved for a period of ninety (90) days;

(g) Attachment. The attachment, execution or other judicial seizure of all or substantially all of Tenant's assets at the Premises, if such attachment or other seizure remains undismissed or undischarged for a period of ninety (90) days after the levy thereof; or

(h) Insolvency. The admission by Tenant in writing of its inability to pay its debts as they become due, the filing by Tenant of a petition seeking any reorganization or arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, the filing by Tenant of an answer admitting or failing timely to contest a material allegation of a petition filed against Tenant in any such proceeding or, if within thirty (30) days after the commencement of any proceeding against Tenant seeking any reorganization or arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, such proceeding shall not have been dismissed.

14.2 Remedies Upon Tenant's Default.

(a) Upon the occurrence of any event of default described in Section 14.1 hereof, Landlord, in addition to and without prejudice to any other rights or remedies it may have, shall have the immediate right to re-enter the Premises or any part thereof and repossess the same, expelling and removing therefrom all persons and property (which property may be stored in a public warehouse or elsewhere at the cost and risk of and for the account of Tenant), using such force as may be necessary to do so (as to which Tenant hereby waives any claim for loss or damage that may thereby occur). In addition to or in lieu of such re-entry, and without prejudice to any other rights or remedies it may have, Landlord shall have the right either (i) to terminate this Lease and recover from Tenant all damages incurred by Landlord as a result of Tenant's default, as hereinafter provided, or (ii) to continue this Lease in effect and recover rent and other charges and amounts as they become due.

(b) Even if Tenant has breached this Lease or abandoned the Premises, this Lease shall continue in effect for so long as Landlord does not terminate Tenant's right to possession under subsection (a) hereof and Landlord may enforce all of its rights and remedies under this Lease, including the right to recover rent as it becomes due, and Landlord, without terminating this Lease, may exercise all of the rights and remedies of a lessor under California Civil Code Section 1951.4 (lessor may continue lease in effect after lessee's breach and abandonment and recover rent as it becomes due, if lessee has right to sublet or assign, subject only to reasonable limitations), or any successor Code section. Acts of maintenance, preservation or efforts to relet the Premises or the appointment of a receiver upon application of Landlord to protect Landlord's interests under this Lease shall not constitute a termination of Tenant's right to possession.

(c) If Landlord terminates this Lease pursuant to this Section 14.2, Landlord shall have all of the rights and remedies of a landlord provided by Section 1951.2 of the Civil Code of the State of California, or any successor Code section, which remedies include Landlord's right to recover from Tenant (i) the worth at the time of award of the unpaid rent and additional rent which had been earned at the time of termination, (ii) the worth at the time of award of the amount by which the unpaid rent and additional rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided, (iii) the worth at the time of award of the amount by which the unpaid rent and additional rent for the balance of the term after the time of award exceeds the amount of such rental loss that Tenant proves could be reasonably avoided, and (iv) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including, but not limited to, the cost of recovering possession of the Premises, expenses of reletting, including necessary repair, renovation and alteration of the Premises, reasonable attorneys' fees, and other reasonable costs. The "worth at the time of award" of the amounts referred to in clauses (i) and (ii) above shall be computed by allowing interest at ten percent (10%) per annum from the date such amounts accrued to Landlord. The "worth at the time of award" of the amounts referred to in clause (iii) above shall be computed by discounting such amount at one percentage point above the discount rate of the Federal Reserve Bank of San Francisco at the time of award.

(d) Without limiting the generality of Section 12.1 above, Landlord shall have the right of entry immediately following Landlord's obtaining a judgment for possession, as well as a right of access to inspect the Premises from time to time until the Landlord shall obtain a judgment for possession of the Premises. Tenant shall indemnify, defend and hold Landlord harmless to the fullest extent set forth in Paragraph 10.6 above for any and all claims, demands, losses, costs (including without limitation attorneys fees and disbursements), liabilities and damages or injury to persons or property if Tenant prevents Landlord from inspecting the Premises or otherwise interferes with Landlord's access to or inspection of the Premises. Tenant shall be responsible for all reasonable costs incurred by Landlord in correcting any dangerous conditions discovered during the course of any of the inspections authorized pursuant to this Section 14.2(d).

14.3 Remedies Cumulative. All rights, privileges and elections or remedies of Landlord contained in this Article 14 are cumulative and not alternative to the extent permitted by law and except as otherwise provided herein.

14.4 Remedies Upon Landlord's Default.

(a) In the event of any default or alleged default by Landlord, Tenant shall look solely to Landlord's interest in the Project for satisfaction of Tenant's claims and enforcement of Tenant's remedies, and no member, manager, shareholder, officer, director or partner of Landlord (or of any successor in interest to Landlord) shall have any liability for Landlord's default. Except for Landlord's interest in the Project, no other assets of Landlord or of any shareholder, officer, director or partner of Landlord (or of any successor in interest to Landlord) shall be subject to execution or to any other enforcement procedure for the satisfaction of Tenant's claims or remedies under or with respect to this Lease.

(b) If Landlord, after written notice from Tenant of any necessary repairs, maintenance or other work that are Landlord's responsibility under Section 8.1 or Section 9.4(b) and that materially and adversely affect Tenant's ability to make reasonable use of the Premises for the purposes contemplated in this Lease, fails to commence such repairs, maintenance or other work within thirty (30) days after Tenant's notice or fails thereafter to pursue such repairs, maintenance or other work to completion with reasonable diligence, then Tenant shall have the right, but shall not be required, to make the necessary repairs or perform the necessary maintenance or other work. Upon completion of such repairs, maintenance or other work by Tenant, the reasonable cost thereof shall be due and payable by Landlord to Tenant within fifteen (15) days after written demand by Tenant to Landlord (accompanied by reasonable supporting documentation for the claimed reimbursement). Except as expressly set forth herein, Tenant knowingly and voluntarily waives the right to make repairs at Landlord's expense, and in all events, Tenant knowingly and voluntarily waives any and all right to offset the cost of any such repairs, maintenance or other work against rent or other charges due hereunder, regardless of any law, statute, regulation, ordinance or decision now or hereafter in effect.

15. SUBORDINATION, ATTORNMENT AND SALE

15.1 Subordination To Mortgage. This Lease, and any sublease entered into by Tenant under the provisions of this Lease, shall be subject and subordinate to any ground lease, mortgage, deed of trust, sale/leaseback transaction or any other hypothecation for security now or hereafter placed upon the Project, or both, and to the rights of any assignee of Landlord or of any ground lessor, mortgagee, trustee, beneficiary or leaseback lessor under any of the foregoing, and to any and all advances made on the security thereof and to all renewals, modifications, consolidations, replacements and extensions thereof. Landlord agrees to obtain, and Tenant agrees to execute, a commercially reasonable Subordination, Nondisturbance and Attornment Agreement from Landlord's existing lender on such lender's then-current form. If any mortgagee, trustee, beneficiary, ground lessor, sale/leaseback lessor or assignee elects to have this Lease be an encumbrance upon the Project prior to the lien of its mortgage, deed of trust, ground lease or leaseback lease or other security arrangement and gives notice thereof to Tenant, this Lease shall be deemed prior thereto, whether this Lease is dated prior or subsequent to the date thereof or the date of recording thereof. Tenant, and any sublessee, shall execute such documents as may reasonably be requested by any mortgagee, trustee, beneficiary, ground lessor, sale/leaseback lessor or assignee to evidence the subordination herein set forth or to make this Lease prior to the lien of any mortgage, deed of trust, ground lease, leaseback lease or other security arrangement, as the case may be, and if Tenant fails to do so within ten (10) days after demand from Landlord, Tenant constitutes and appoints Landlord as Tenant's attorney-in-fact and in Tenant's name, place and stead to do so, provided that any provisions of such documents executed by Landlord as Tenant's attorney-in-fact which purport to diminish any rights or increase any obligations provided to or imposed on Tenant under this Lease (as such rights or obligations may have been modified or diminished pursuant to terms of deed(s) of trust or other documents or instruments to which this Lease is subordinate on the date of execution of this Lease) shall not be binding on Tenant. Upon any default by Landlord in the performance of its obligations under any mortgage, deed of trust, ground lease, leaseback lease or assignment, Tenant (and any sublessee) shall, notwithstanding any subordination hereunder, attorn to the mortgagee, trustee, beneficiary, ground lessor, leaseback lessor or assignee thereunder upon demand and become the tenant of the successor in interest to Landlord, at the option of such successor in interest, and shall execute and deliver any instrument or instruments confirming the attornment herein provided for.

15.2 Sale Of Landlord's Interest. Upon sale, transfer or assignment of Landlord's entire interest in the Project, Landlord shall be relieved of its obligations hereunder with respect to liabilities accruing from and after the date of such sale, transfer or assignment, and Landlord's transferee shall be deemed to have assumed all of Landlord's obligations under this Lease from and after the date of such sale, transfer or assignment.

15.3 Estoppel Certificates. Tenant shall at any time and from time to time, within ten (10) business days after written request by Landlord, execute, acknowledge and deliver to Landlord a certificate in writing stating: (i) that this Lease is unmodified and in full force and effect, or if there have been any modifications, that this Lease is in full force and effect as modified and stating the date and the nature of each modification; (ii) the date to which rental and all other sums payable hereunder have been paid; (iii) that, to Tenant's knowledge without investigation, Landlord is not in default in the performance of any of its obligations under this Lease, that Tenant has given no notice of default to Landlord and that no event has occurred which, but for the expiration of the applicable time period, would constitute an event of default hereunder, or if Tenant alleges that any such default, notice or event has occurred, specifying the same in reasonable detail; and (iv) such other matters as may reasonably be requested by Landlord or any institutional lender, mortgagee, trustee, beneficiary, ground lessor, sale/leaseback lessor or prospective purchaser of the Project. Any such certificate provided under this Section 15.3 may be relied upon by any lender, mortgagee, trustee, beneficiary, assignee or successor in interest to Landlord, by any prospective purchaser, by any purchaser on foreclosure or sale, by any grantee under a deed in lieu of foreclosure of any mortgage or deed of trust on the Project or the Premises, or by any other third party. Failure to execute and return within the required time any estoppel certificate requested hereunder shall be deemed to be an admission of the truth of the matters set forth in the form of certificate submitted to Tenant for execution.

15.4 Subordination to CC&R's. This Lease, and any permitted sublease entered into by Tenant under the provisions of this Lease, shall be subject and subordinate to any declarations of covenants, conditions and restrictions affecting the Project from time to time, provided that the terms of such declarations are reasonable and do not discriminate against Tenant relative to other similarly situated tenants occupying portions of the Project. Tenant agrees to execute, upon request by Landlord, any documents reasonably required from time to time to evidence such subordination.

16. SECURITY

16.1 Deposit. Concurrently with Tenant's execution of this Lease, Tenant shall deposit with Landlord the sum of $50,000 Dollars which sum (the "Security Deposit") shall be held by Landlord as security for the faithful performance of all of the terms, covenants, and conditions of this Lease to be kept and performed by Tenant during the term hereof. If Tenant defaults with respect to any provision of this Lease, including, without limitation, the provisions relating to the payment of rental and other sums due hereunder, Landlord shall have the right, but shall not be required, to use, apply or retain all or any part of the Security Deposit for the payment of rental or any other amount which Landlord may spend or become obligated to spend by reason of Tenant's default or to compensate Landlord for any other loss or damage which Landlord may suffer by reason of Tenant's default. If any portion of the Security Deposit is so used or applied, Tenant shall, within ten (10) days after written demand therefor, deposit cash with Landlord in an amount sufficient to restore the Security Deposit to its original amount and Tenant's failure to do so shall be a material breach of this Lease. Landlord shall not be required to keep any deposit under this Section separate from Landlord's general funds, and Tenant shall not be entitled to interest thereon. If Tenant fully and faithfully performs every provision of this Lease to be performed by it, the Security Deposit, or any balance thereof, shall be returned to Tenant or, at Landlord's option, to the last assignee of Tenant's interest hereunder, at the expiration of the term of this Lease and after Tenant has vacated the Premises. In the event of termination of Landlord's interest in this Lease, Landlord shall transfer all of the security deposit then held by Landlord under this Section to Landlord's successor in interest, whereupon Tenant agrees to release Landlord from all liability for the return of such deposit or the accounting thereof. Tenant waives to the fullest extent permitted by law the provisions of California Civil Code Section 1950.7, and all other provisions of laws now in force or that become in force after the date of execution of this Lease, which provide that Landlord may claim from a security deposit only those sums reasonably necessary to remedy default in the payment of Rent, to repair damage caused by Tenant, or to clean the Premises. Landlord and Tenant agree that Landlord may, in addition, claim those sums reasonably necessary to compensate Landlord for any other foreseeable or unforeseeable loss or damage caused by the act or omission of Tenant or any of Tenant's agents or invitees, including but not limited to future Rent to the extent recoverable from Tenant under applicable laws.

17. MISCELLANEOUS

17.1 Notices. All notices, consents, waivers and other communications which this Lease requires or permits either party to give to the other shall be in writing and shall be deemed given when delivered personally (including delivery by private courier or express delivery service) or four (4) days after deposit in the United States mail, registered or certified mail, postage prepaid, addressed to the parties at their respective addresses as follows:

To Tenant:	Premises Attn: Chief Financial Officer
With copy to:	Alice Akawie Akawie & LaPietra One Kaiser Plaza, Suite 480 Oakland, CA 94612
To Landlord:	FPOC, LLC c/o Orton Development, Inc. 3049 Research Drive Richmond, CA 94806

Or to such other address as may be contained in a notice at least fifteen (15) days prior to the address change from either party to the other given pursuant to this Section. Rental payments and other sums required by this Lease to be paid by Tenant shall be delivered to Landlord at Landlord's address provided in this Section, or to such other address as Landlord may from time to time specify in writing to Tenant, and shall be deemed to be paid only upon actual receipt.

17.2 Successors And Assigns. The obligations of this Lease shall run with the land, and this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that the original Landlord named herein and each successive Landlord under this Lease shall be liable only for obligations accruing during the period of its ownership of the Project, said liability terminating upon termination of such ownership and passing to the successor lessor.

17.3 No Waiver. The failure of Landlord to seek redress for violation, or to insist upon the strict performance, of any covenant or condition of this Lease shall not be deemed a waiver of such violation, or prevent a subsequent act which would originally have constituted a violation from having all the force and effect of an original violation.

17.4 Severability. If any provision of this Lease or the application thereof is held to be invalid or unenforceable, the remainder of this Lease or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each of the provisions of this Lease shall be valid and enforceable, unless enforcement of this Lease as so invalidated would be unreasonable or grossly inequitable under all the circumstances or would materially frustrate the purposes of this Lease.

17.5 Litigation Between Parties. In the event of any litigation or other dispute resolution proceedings between the parties hereto arising out of or in connection with this Lease, the prevailing party shall be reimbursed for all reasonable costs, including, but not limited to, reasonable accountants' fees and attorneys' fees, and expert witness fees incurred in connection with such proceedings (including, but not limited to, any appellate proceedings relating thereto) or in connection with the enforcement of any judgment or award rendered in such proceedings. The provisions of this Section 17.5 shall survive any termination of this Lease and shall survive any entry of judgment in any litigation or other proceedings arising out of or in connection with the Lease, and may be the basis for a separate recovery action by a party who is the "Prevailing party" in any underlying action or proceeding. "Prevailing party" within the meaning of this Section shall include, without limitation, a party who dismisses an action for recovery hereunder in exchange for payment of the sums allegedly due, performance of covenants allegedly breached or consideration substantially equal to the relief sought in the action.

17.6 Surrender. A voluntary or other surrender of this Lease by Tenant, or a mutual termination thereof between Landlord and Tenant, shall not result in a merger but shall, at the option of Landlord, operate either as an assignment to Landlord of any and all existing subleases and subtenancies, or a termination of all or any existing subleases and subtenancies. This provision shall be contained in any and all assignments or subleases made pursuant to this Lease.

17.7 Interpretation. The provisions of this Lease shall be construed as a whole, according to their common meaning, and not strictly for or against Landlord or Tenant. The captions preceding the text of each Section and subsection hereof are included only for convenience of reference and shall be disregarded in the construction or interpretation of this Lease.

17.8 Entire Agreement. This written Lease, together with the exhibits hereto, contains all the representations and the entire understanding between the parties hereto with respect to the subject matter hereof. Any prior correspondence, memoranda or agreements are replaced in total by this Lease and the exhibits hereto. This Lease may be modified only by an agreement in writing signed by each of the parties.

17.9 Governing Law. This Lease and all exhibits hereto shall be construed and interpreted in accordance with and be governed by all the provisions of the laws of the State of California.

17.10 No Partnership. The relationship between Landlord and Tenant is solely that of a lessor and lessee. Nothing contained in this Lease shall be construed as creating any type or manner of partnership, joint venture or joint enterprise with or between Landlord and Tenant.

17.11 Financial Information. From time to time Tenant shall promptly provide directly to prospective lenders and purchasers of the Premises designated by Landlord such financial information pertaining to the financial status of Tenant as Landlord may reasonably request; provided, Tenant shall be permitted to provide such financial information in a manner that Tenant deems reasonably necessary to protect the confidentiality of such information. In addition, from time to time, Tenant shall provide Landlord with such financial information pertaining to the financial status of Tenant as Landlord may reasonably request. Landlord agrees that all financial information supplied to Landlord by Tenant shall be treated as confidential material, and shall not be disseminated to any party or entity (including any entity affiliated with Landlord) without Tenant's prior written consent. For purposes of this Section, without limiting the generality of the obligations provided herein, it shall be deemed reasonable for Landlord to request copies of Tenant's most recent audited annual financial statements, or, if audited statements have not been prepared, unaudited financial statements for Tenant's most recent fiscal year, accompanied by a certificate of Tenant's chief financial officer that such financial statements fairly present Tenant's financial condition as of the date(s) indicated. Landlord and Tenant recognize the need of Tenant to maintain the confidentiality of information regarding its financial status and the need of Landlord to be informed of, and to provide to prospective lenders and purchasers of the Premises financial information pertaining to, Tenant's financial status. Landlord and Tenant agree to cooperate with each other in achieving these needs within the context of the obligations set forth in this Section. Notwithstanding the foregoing, except as may otherwise be required pursuant to Section 11.1 above, Tenant's obligation to furnish this financial data shall be limited to one time per calendar year.

17.12 Costs. If, pursuant to the terms of this Lease, Tenant requests the consent of Landlord to any alterations, assignment or sublease Tenant shall, as a condition to the receipt of such consent, reimburse Landlord promptly for any and all reasonable costs and expenses incurred by Landlord in connection therewith, including, without limitation, reasonable attorneys' fees, not to exceed $1,500.

17.13 Time. Time is of the essence of this Lease, and of every term and condition hereof.

17.14 Rules And Regulations. Tenant shall observe, comply with and obey, and shall cause its employees, agents and, to the best of Tenant's ability, invitees to observe, comply with and obey such reasonable rules and regulations as Landlord may promulgate from time to time for the safety, care, cleanliness, order and use of the Premises and the Project. Landlord agrees not to promulgate rules and regulations that, on their face, discriminate against specific tenants at the Project.

17.15 Brokers. Landlord agrees to pay a brokerage commission, in connection with the consummation of this Lease, to the broker(s) (if any) designated in the Basic Lease Information summary attached to this Lease, in accordance with a separate agreement. Tenant represents and warrants that no other broker participated in the consummation of this Lease and agrees to indemnify, defend and hold Landlord harmless against any liability, cost or expense, including, without limitation, reasonable attorneys' fees, arising out of any claims for brokerage commissions or other similar compensation in connection with any conversations, prior negotiations or other dealings by Tenant with any other broker.

17.16 Memorandum Of Lease. At any time during the term of this Lease, either party, at its sole expense, shall be entitled to record a memorandum of this Lease and, if either party so elects, both parties agree to cooperate in the preparation, execution, acknowledgment and recordation of such document in reasonable form.

17.17 Corporate Authority. The person signing this Lease on behalf of Tenant warrants that he or she is fully authorized to do so and, by so doing, to bind Tenant. As evidence of such authority, Tenant shall deliver to Landlord, upon or prior to execution of this Lease, a certified copy of a resolution of Tenant's board of directors (or, if Tenant is an entity other than a corporation, other governing body) authorizing the execution of this Lease and naming the officer that is authorized to execute this Lease on behalf of Tenant.

17.18 Execution and Delivery. Submission of this Lease for examination or signature by Tenant does not constitute an agreement or reservation of or option for lease of the Premises. This instrument shall not be effective or binding upon either party, as a lease or otherwise, until executed and delivered by both Landlord and Tenant. This Lease may be executed in one or more counterparts and by separate parties on separate counterparts, but each such counterpart shall constitute an original and all such counterparts together shall constitute one and the same instrument.

17.19 Parking. Landlord hereby represents and warrants that the parking areas presently existing in the Project contain a sufficient number of parking spaces to accommodate Tenant's anticipated parking needs of 100 parking spaces. Tenant and its employees, agents, contractors and invitees shall have the nonexclusive right to use, on a "first come, first served" basis, the parking areas on the Project.

17.20 Certification. Tenant certifies that (i) it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order of the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person," or other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and (ii) it is not engaging in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Tenant hereby agrees to indemnify, defend and hold harmless the Landlord Parties defined in Paragraph 21 above harmless from and against any and all claims, demands, losses, costs, damages, liabilities and expenses (including attorneys' fees and costs) arising from or related to any breach of the foregoing certification.

17.21 Force Majeure. If performance by a party of any portion; of this Lease is made impossible by any prevention, delay, or stoppage caused any strikes; lockouts; labor disputes; acts of God; inability to obtain services, labor, or materials or reasonable substitutes for those items; governmental actions; civil commotion's; fire or other casualty; or other causes beyond the reasonable control of the party obligated to perform, performance by that party for a period equal to the period of that prevention, delay, or stoppage is excused. Tenant's obligation to pay Rent, however, is not excused by this section.

17.22 Accord and Satisfaction; Allocation of Payments. No payment by Tenant or receipt by Landlord of a lesser amount than the Rent provided for in this Lease shall be deemed to be other than on account of the earliest due Rent, nor shall any endorsement or statement on any check or letter accompanying any check or payment as Rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of the Rent or pursue any other remedy provided for in this Lease. In connection with the foregoing, Landlord shall have the absolute right in its sole discretion to apply any payment received from Tenant to any account or other payment of Tenant then not current and due or delinquent. Landlord shall not be obligated to provide Tenant with monthly statements of Rent. However, should Landlord provide any such statement, such statement shall not be deemed a waiver of any amounts that Landlord is entitled to collect pursuant to the terms of this Lease, nor a waiver of any other default on the part of Tenant hereunder.

17.23 Resolution Of Disputes.

(a) To the extent permitted by law, Landlord and Tenant hereby waive their respective rights to trial by jury of any cause of action, claim, counter-claim or cross complaint in any action, proceeding or hearing brought by either Landlord against Tenant, or Tenant against Landlord on any matter whatsoever arising out of, or in any connection with, this Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Premises, or any claim of injury or damage, or the enforcement of any remedy under any law, statute or regulation, emergency or otherwise now or hereinafter in effect.

(b) In the event the jury trial waiver set forth in Section 17.23 above is unenforceable under California law, the parties agree that all disputes arising from or relating to this Lease, other than an action by Landlord for unlawful detainer, shall be decided by judicial reference without a jury pursuant to California Code of Civil Procedure sections 638 through 645.1. The parties intend this general reference agreement to be specifically enforceable, if necessary by motion made to the court, in accordance with sections 638 and 642.

(c) The parties agree to the appointment of a single referee located in the San Francisco Bay Area. The parties shall use their best efforts to agree promptly on the selection of the referee. If the parties are unable to agree on a referee within ten (10) calendar days of a party's written request to do so, either Landlord or Tenant may request the court to appoint a referee pursuant to Code of Civil Procedure section 640 and California Rule of Court 244.1.

(d) The referee shall hear and determine all issues in dispute, whether of fact or law, and shall issue a statement of decision pursuant to Code of Civil Procedure section 638(a) and 643(a). The hearing shall be conducted in the San Francisco Bay Area, and in accordance with the California Evidence Code. Any party desiring a stenographic record shall arrange for a court reporter to attend the hearing, at its sole cost, and provide advance notice to all other parties. Unless the parties agree otherwise, the hearing shall be completed within six months of the Court's order for reference. The court shall enter judgment on the referee's decision in accordance with Code of Civil Procedure section 644(a). The referee shall hear and determine any motion for new trial or motion to vacate the judgment.

(e) The referee shall conduct a prehearing conference to address procedural matters, arrange for the exchange of information, obtain stipulations, and attempt to narrow the issues. The parties shall submit a proposed discovery schedule to the referee at the prehearing conference. The parties may utilize all discovery methods available to litigants under the California Civil Discovery Act (Code of Civil Procedure section 2016.010 *et seq.*), and all means of production available under Code of Civil Procedure section 1985 et seq., including sanctions and other remedies for noncompliance with same. The exchange of expert witness information pursuant to Code of Civil Procedure section 2034.210, *et seq*. shall also be available to the Parties. Unless the parties agree otherwise, all discovery shall be completed not less than two months and not more than four months after the prehearing conference.

(f) The parties agree to pay in advance, in equal shares, the referee's estimated fees and costs of the reference proceeding, as may be specified in advance by the referee. When judgment is entered the prevailing party shall be entitled to an award of costs, including reasonable attorneys' fees, experts' fees and the referee's fees.

(g) BY INITIALING THE SPACE BELOW, EACH PARTY AGREES TO WAIVE ANY AND ALL RIGHTS TO A TRAIL BY JURY FOR ANY DISPUTE ARISING FROM OR RELATING TO THIS AGREEMENT:

LANDLORD _____ TENANT _____

The foregoing procedure for resolution of disputes under Code of Civil Procedure section 638, *et seq*., shall not preclude any party from seeking provisional remedies from a court of appropriate jurisdiction prior to obtaining an order for reference.

17.24 Security Measures. Tenant hereby acknowledges that the Rent payable to Landlord hereunder does not include the cost of guard services or other security measures, and that Landlord shall have no obligation whatsoever to provide same. Landlord has provided certain security devices (as appropriate to the Project) for the convenience of the tenants in the Project, as well as tenants' agents, employees, contractors, licensees, customers, or invitees. However, Landlord can make no guarantees of any nature with respect to the effectiveness of such measures in eliminating criminal acts. Tenant assumes all responsibility for the protection of Tenant and Tenant's agents, employees, contractors, licensees, customers, or invitees, and the property belonging to same, from acts of third parties, and indemnifies, defends and holds Landlord harmless therefrom. Tenant should install its own locks on the Premises (being certain to provide Landlord with a copy of the key(s) for emergency entry purposes. See Article 12.1)

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year first set forth above.

LANDLORD	TENANT
FPOC, LLC a California limited liability company	BERKELEY BIONICS, INC, INC. a California corporation DBA EKSO BIONICS
By: */s/ J.R. Orton, III* J.R. Orton, III Manager	By: */s/ Eythor Bender* Name: Eythor Bender Title: CEO

By: */s/ Max Scheder-Bieschin*
Name: Max Scheder-Bieschin
Title: CFO

EXHIBIT A	FLOOR PLAN
EXHIBIT A-1	TENANT'S WORKING DRAWINGS
EXHIBIT B	SITE PLAN
EXHIBIT C	PROJECT STANDARD WORK LETTER
EXHIBIT D	RULES AND REGULATIONS
EXHIBIT E	ADDENDUM
EXHIBIT F	INTENTIONALLY DELETED
EXHIBIT G	ACKNOWLEDGMENT OF COMMENCEMENT
EXHIBIT H	CITY OF RICHMOND, FIRST SOURCE AGREEMENT

EXHIBIT A
FLOOR PLAN

EXHIBIT A-1
APPROVED WORKING DRAWINGS

EXHIBIT B
SITE PLAN

EXHIBIT C
BUILDING STANDARD WORK LETTER

This Building Standard Work Letter ("Work Letter") sets forth the terms and conditions relating to the construction of the tenant improvements in the Premises. Landlord's contractor shall conduct all tenant improvement work described in this Work Letter; provided, however, that if desired by Tenant, Tenant may select a qualified contractor suitable to Landlord who may bid on all or a portion of the tenant improvement work.

SECTION 1
CONSTRUCTION DRAWINGS FOR THE PREMISES

Included in the tenant improvement work will be those improvements specified in the Approved Working Drawings, as defined below. Landlord shall construct the improvements in the Premises (the "Tenant Improvements") pursuant to a mutually agreeable floor plan to be attached as Exhibit A-1 to, and made a part, of this Lease (collectively, the "Approved Working Drawings"). Tenant shall make no material changes or modifications to the Approved Working Drawings without the prior written consent of Landlord, which consent may be withheld in Landlord's reasonable discretion if such change or modification would directly or indirectly delay the "Substantial Completion" of the Premises, as that term is defined in Section 5.1 of this Work Letter, or increase the cost of designing or constructing the Tenant Improvements.

SECTION 2
OVER-ALLOWANCE AMOUNT

Landlord will contribute up to a maximum of $252,000.00 toward the cost of the Tenant Improvements; provided, however, that Landlord's improvement allowance shall be limited to $5.00 per square foot (based on 34,389 square feet, for a total of $171,945), and the sum of $80,055 shall be amortized at the rate of seven percent (7%) per annum and repaid over the Lease Term in equal monthly installments of $1,513.31, along with Tenant's monthly payments of Minimum Rent. Any amount above the aforesaid amounts (the "Over-Allowance Amount") will be Tenant's responsibility and must be paid by Tenant prior to Landlord's commencement of the Tenant Improvements. The Over-Allowance Amount shall be disbursed by Landlord prior to the disbursement of any portion of Landlord's contribution to the construction of the Tenant Improvements. In the event that after Tenant's execution of this Lease, any revisions, changes, or substitutions shall be made to the Approved Working Drawings or the Tenant Improvements, any additional costs that arise in connection with such revisions, changes or substitutions shall be paid by Tenant to Landlord immediately upon Landlord's request as an addition to the Over-Allowance Amount. In addition to the Over Allowance Amount, if any, prior to Landlord's commencement of construction of the tenant improvements, Tenant shall deliver to Landlord cash in an amount of $100.000 to cover the cost of Tenant's interior improvements to be constructed by Landlord.

SECTION 3
TENANT'S SPACE PLANNER/ARCHITECT

Tenant hereby indemnifies Landlord for any loss, claims, damages or delays arising from the actions of Tenant's space planner/architect on the Premises or in the Building, if applicable. In addition, if the Approved Working Drawings were prepared by Tenant's space planner/architect, immediately after Substantial Completion of the Premises, Tenant shall have prepared and delivered to the Building a copy of the record set of plans and specifications (including all working drawings) for the Tenant Improvements.

SECTION 4
COMPLETION OF THE TENANT IMPROVEMENTS;
LEASE COMMENCEMENT DATE

4.1 Substantial Completion. For purposes of this Lease, "Substantial Completion" of the Premises shall occur upon the completion of construction of the Tenant Improvements in the Premises pursuant to the Approved Working Drawings; with the exception of any punch list items and any tenant fixtures, work-stations, built-in furniture, or equipment to be installed by Tenant or under the supervision of the contractor.

4.2 Delay of the Substantial Completion of the Premises. Except as provided in this Section 4.2, the Lease Commencement Date shall occur as set forth in Paragraph 2(b) of the Lease and Section 4.1 above. If there shall be a delay in the Substantial Completion of the Premises as a direct, indirect, partial, or total result of (i) Tenant's failure to timely approve any matter requiring Tenant's approval; (ii) a breach by Tenant of the terms of this Work Letter or the Lease; (iii) Tenant's request for changes in the Approved Working Drawings; (iv) changes in any of the Approved Working Drawings because the same do not comply with applicable laws; (v) Tenant's requirement for materials, components, finishes or improvements that are not available in a commercially reasonable time given the anticipated date of Substantial Completion of the Premises, as set forth in the Lease, or which are materially different from, or not included in, Landlord's standard improvement package items for the Building; (vi) changes to the base, shell and core work of the Building required by the Approved Working Drawings; or (vii) any other acts or omissions of Tenant, or its agents, or employees, then, notwithstanding anything to the contrary set forth in the Lease or this Work Letter and regardless of the actual date of the Substantial Completion of the Premises, the Lease Commencement Date shall be deemed to be the date the Lease Commencement Date would have occurred if no Tenant delay or delays, as set forth above, had occurred.

SECTION 5
MISCELLANEOUS

5.1 Tenant's Entry Into the Premises Prior to Substantial Completion. Provided that Tenant and its agents do not materially interfere with Landlord's work in the Building and the Premises, Landlord shall allow Tenant access to the Premises prior to the Substantial Completion of the Premises for the purpose of Tenant installing over-standard equipment or fixtures (including Tenant's data and telephone equipment) in the Premises. Prior to Tenant's entry into the Premises as permitted by the terms of this Section 5.1, Tenant shall submit a schedule to Landlord for its approval, which schedule shall detail the timing and purpose of Tenant's entry. Tenant shall hold Landlord harmless from and indemnify, protect and defend Landlord against any loss or damage to the Building or Premises and against injury to any persons caused by Tenant's actions pursuant to this Section 5.1.

5.2 Tenant's Representative. Tenant has designated Max Scheder-Bieschin as its sole representative with respect to the matters set forth in this Work Letter, who, until further notice to Landlord, shall have full authority and responsibility to act on behalf of the Tenant as required in this Work Letter.

5.3 Tenant's Agents. Any subcontractors, laborers, materialmen, and suppliers retained directly by Tenant shall conduct their activities in and around the Premises, Building and the Project in a harmonious relationship with all other subcontractors, laborers, materialmen and suppliers at the Premises, Building and Project and, if necessary, Tenant shall employ union labor to achieve such harmonious relations.

5.4 Time of the Essence in This Work Letter. Unless otherwise indicated, all references herein to a "number of days" shall mean and refer to calendar days..

5.5 Tenant's Lease Default. Notwithstanding any provision to the contrary contained in this Lease, if an event of default as described in Article 27 of the Lease, or a default by Tenant under this Work Letter, has occurred at any time on or before the Substantial Completion of the Premises, then (i) in addition to all other rights and remedies granted to Landlord pursuant to the Lease, Landlord shall have the right to cause the contractor to cease the construction of the Premises (in which case, Tenant shall be responsible for any delay in the Substantial Completion of the Premises caused by such work stoppage as set forth in Section 4 of this Work Letter), and (ii) all other obligations of Landlord under the terms of this Work Letter shall be held in abeyance until such time as such default is cured pursuant to the terms of the Lease.

Landlord's Initials

Tenant's Initials

Exhibit D
Rules and Regulations
Attached To And Made Part of This Lease

1) No sign, placard, picture, advertisement, name or notice shall be inscribed, displayed, printed or affixed on or to the Premises or to the outside or inside of the Project without the prior written consent of Landlord, which may be granted or withheld in Landlord's sole and absolute discretion. Landlord shall have the right, unless Landlord has given prior written consent, to remove any such sign, placard, picture, advertisement, name or notice, without notice to and at the expense of Tenant, and Landlord shall not be liable in damages for such removal. All approved signs or lettering on doors and walls shall be printed, affixed, or inscribed at the expenses of Tenant by Landlord or by a person selected by Landlord and in a manner and style acceptable to Landlord.

2) No vending machines or machines of any description shall be installed, maintained or operated upon the Premises without the prior written consent of Landlord.

3) All loading and unloading of goods shall be done only at times, in the areas, and through the entrances designated for such purposes by Landlord. The delivery of shipping of merchandise, supplies, and fixtures to and from the leased premises shall be subject to such rules and regulations as in the judgment of Landlord are necessary for the proper operation of the leased premises.

4) All garbage and refuse shall be kept in the kind of container specified by Landlord or duly constituted public authority, and shall be placed outside of the leased premises prepared for collection in the manner and at the times and places specified by Landlord. If Landlord shall provide or designate a service for picking up refuse and garbage, Tenant shall use same at Tenant's cost. Tenant shall pay the cost of removal of any of Tenant's refuse or rubbish and maintain all common loading areas and areas adjacent to garbage receptacles in a clean manner satisfactory to the Landlord. Should Tenant fail to keep the area around its garbage receptacle in manner satisfactory to the Landlord, Landlord or its agents or subcontractors may clean such area and bill Tenant for the cost of cleaning plus Twenty Percent (20%) overhead, to be paid upon presentation of the bill.

5) Tenant will not utilize any space in the leased premises for living quarters, whether temporary or permanent.

6) Tenant shall have full responsibility for protecting the leased premises and the property located therein from theft and robbery, and shall keep all doors and windows securely fastened when not in use.

7) Tenant shall not be permitted to install any additional lock or locks on any door in the Project unless written consent of Landlord is obtained, which consent shall not be unreasonably withheld. Upon termination of Tenancy, Tenant shall return all keys to offices, rooms, mailboxes, toilet rooms, etc.

8) Tenant shall not overload the floor of the Premises or in any way deface the Premises or any part thereof. Tenant shall be aware at all times of the safety codes.

9) No cooking except for coffee making and microwave shall be done or permitted by any tenant on the Premises, nor shall the Premises be used for washing clothes or for lodging. Subject to Landlord's right to coordinate the scheduling of such events with those of Landlord and other tenants, Tenant may have an occasional barbeque event in the parking lot for its employees.

10) No aerial shall be erected on the roof or exterior walls of the leased premises or on the grounds without, in each instance, the written consent of Landlord. Any aerial so installed without such written consent shall be subject to removal without notice at anytime without liability to Landlord, and the expenses involved in said removal shall be charged to and paid by Tenant upon demand.

11) No loudspeaker, television, phonographs, radios, or other devises shall be used in a manner so as to be heard or seen outside of the leased premises without the proper written consent of Landlord.

12) The plumbing facilities exclusively serving the Premises shall not be used for any other purpose that for which they are constructed, and Tenant shall not deposit any foreign substance of any kind therein, and the expense of any breakage, stoppage, or damage resulting from a violation of this provision by Tenant, its employees, agents or invitees shall be borne by Tenant.

13) Tenant shall not cause or permit any unusual or objectionable odors to be produced upon or permeated from the leased premises, nor shall Tenant vent any cooking fumes or odors into the interior of the Project. Tenant shall not use or keep in the Premises or the Project any kerosene, gasoline or inflammable explosive or combustible fluid or material, unless consent is given by Landlord, in writing, and material are used in a manner consistent with all applicable laws and are stored in rooms or containers consistent with all code requirements. No Tenant shall use any method of heating or air conditioning other than that supplied by Landlord.

14) The sidewalk, entrances, passages, quarters, and halls shall not be obstructed or encumbered by any Tenant or used for any purpose other than ingress or egress to and from the leased premises. Neither Tenant nor any employees or invitees of Tenant shall go upon the roof of the Project.

15) Landlord reserves the right to close and keep locked all entrance and exit doors of the Project and otherwise regulate access of all persons to the Project on Saturday and Sundays and public holidays and on other days between the hours of 6:00 PM and 7:00 AM and at such other times as Landlord may deem advisable for the adequate protection and safety of the Project, its tenants and occupants, and property in the Project. Landlord reserves the right to exclude or expel from the Project any person, who, in the judgment of Landlord, is intoxicated or under the influence of liquor or drugs, or who shall in any manner do any act in violation of any of the rules and regulations of the Project.

16) Tenant, its employees, or agents shall not park campers, trucks, boats, or trailers in the parking areas overnight or over weekends. Tenant will from time to time, upon request of Landlord, supply Landlord with a list of license plate numbers of vehicles owned or operated by its employees and agents.

17) No sales tables, merchandise displays, signs or other articles shall be put on front of or affixed to any part of the exterior Project, nor placed in the halls, common passageways, corridors, vestibules or parking areas without the prior written consent of Landlord.

18) Tenant shall not erect or maintain any barricades or scaffolding which may obscure the signs, entrances or show windows of any other Tenant in the Project, or interfere with such other Tenant's business.

19) Tenant shall not create or maintain, any nuisances, including without limiting the foregoing, loud noises, sound effects, bright lights, changing flashing, flickering or lighting devices or similar devices, smoke or dust, the effect of which will be visible from the exterior of the leased premises.

20) Landlord reserves the right to waive any rule in any particular instance or as to any particular person or occurrence, and further, Landlord reserves the right to amend or rescind any of these rules or make, amend and rescind new rules to the extent Landlord, in its reasonable judgment deems suitable for the safety, care and cleanliness of the Project. Tenant agrees to conform to such new or amended rules upon receiving written notice of the same.

21) Except to the extent required by Applicable Requirements, no animals shall be kept in or about the Premises or permitted therein. Notwithstanding the foregoing, but subject to compliance with Applicable Requirements, Tenant shall be permitted to have one (1) well-trained dog on the Premises. Such dog is to be quiet and shall not constitute a nuisance to other tenants, occupants or visitors to the Project. Tenant shall be responsible for properly and promptly disposing of all waste from such dog. If any such permitted dog causes a nuisance or injury to anyone, then Landlord shall thereafter have the right to ban dogs from the Premises and Tenant shall be solely responsible for all damages from such nuisance or injury.

Landlord's Initials _____ Tenant's Initials _____

EXHIBIT E
ADDENDUM

THIS ADDENDUM IS ATTACHED TO AND MADE A PART OF THAT CERTAIN LEASE BY AND BETWEEN FPOC, LLC ("LANDLORD"), AND BERKELEY BIONICS, INC. D/B/A **EKSO BIONICS, INC**. ("TENANT"), DATED **NOVEMBER 29, 2011**.

18. Monthly Rental Schedule: Monthly Installments of Minimum Rent shall be paid as follows during the Term:

Months	#	Monthly Minimum Rent Per Sq. Ft.
01-03	3	Minimum Rent Abated
04-08	5	$0.35 for 34,389 square feet NNN
09-63	55	$0.70 for 34,389 or 44,691 square feet NNN, depending on whether Tenant exercises Give-Back Option (defined below)

19. Tenant's Right to Return Portion of Premises to Landlord: Tenant shall have the one-time right (the "Give-Back Option") to return approximately 10,302 square feet of space (as shown on Layout SK6.3A Area Calc 10/28/11 floor plan Phase 2) (the "Give-Back Space") effective October 31, 2012. Should Tenant wish to exercise the Give Back Option, Tenant must notify Landlord in writing by no later than July 31, 2012. In the event Tenant does not exercise the Give-Back Option, then Landlord shall contribute an additional $5.00 per square foot (i.e., $51,510, based upon 10,302 square feet comprising the Give-Back Space) for the improvement of the Give-Back Space.

20. Option to Renew: Provided that a) Tenant is not then in default in the payment of Minimum Rent or any other charges due under the Lease during the term of the Lease, b) Tenant is not then in default on the non-monetary terms of the Lease, Tenant shall have the option to extend the term of the Lease for one (1) five- (5) year period upon the expiration of the Lease by giving notice of exercising the option in writing to Landlord at least nine (9) months before the expiration of the term of the Lease.

The monthly Minimum Rent for the Premises during the Option Term shall be set at 95% Fair Market Value for comparable quality buildings in the Marina Richmond area. In no event shall the new Minimum Rent be less than Minimum Rent in effect under the Lease immediately prior to the effective date of the option term. Landlord shall provide Tenant with written notice of Landlord's determination of the fair market Minimum Rent for the Premises. Included in Landlord's calculation shall be monthly Minimum Rent and any escalations thereto that are common in the market at the time. Tenant shall have thirty (30) days after receipt of Landlord's notice during which to agree to the monthly Minimum Rent proposed by Landlord during the Option Term. If Tenant agrees on the monthly Minimum Rent established by Landlord for the extended term within such thirty (30) day period, the parties shall promptly execute an amendment to the Lease setting forth the Minimum Rent during the extended term. If Landlord and Tenant are not able to agree on the monthly Minimum Rent within the aforesaid thirty (30) day period, then Landlord and Tenant shall seek two (2) independent brokers who shall determine the monthly Minimum Rent. In the event the two (2) brokers cannot agree with one another, then the two (2) brokers shall select a third broker, and the average of the three (3) appraisals will be used by the brokers to determine the fair market rental value for the Premises. The three (3) brokers will have sixty (60) days to reach a final determination. The cost of the brokers shall be split equally between Landlord and Tenant.

Landlord's Initials

Tenant's Initials

EXHIBIT F
Intentionally Deleted

EXHIBIT G
ACKNOWLEDGEMENT OF COMMENCEMENT

This Acknowledgment is made as of _____, with reference to that certain Lease Agreement (hereinafter referred to as the "Lease") dated November 29, 2011 by and between FPOC, LLC as "Landlord" therein, and BERKELEY BIONICS, INC., A CALIFORNIA CORPORATION DBA EKSO BIONICS, as "Tenant", for the Premises situated at 1414 Harbour Way South, Suite 1201, Richmond, CA.

The undersigned hereby confirms the following:

1. That the Tenant accepted possession of the Premises (as described in said Lease) on _____, and acknowledges that the Premises are as represented by the Landlord and in good order, condition and repair, and that the improvements, if any, required to be constructed for Tenant by Landlord under this Lease have been so constructed and are satisfactorily completed in all respects.
2. That all conditions of said Lease to be performed by Landlord prerequisite to the full effectiveness of said Lease have been satisfied and that Landlord has fulfilled all of its duties of an inducement nature.
3. That in accordance with the provisions of Section 2.1 of said Lease the commencement date of the term is, and that, unless sooner terminated, the original term thereof expires on _____.
4. That said Lease is in full force and effect and that the same represents the entire agreement between Landlord and Tenant concerning said Lease.
5. That there are no existing defenses which Tenant has against the enforcement of said Lease by Landlord, and no offsets or credits against rentals.
6. That the minimum rental obligation of said Lease is presently in effect and that all rentals, charges and other obligations on the part of Tenant under said lease commenced to begin on _____.
7. That the undersigned has not made any prior assignment, hypothecation or pledge of said Lease or of the rents thereunder.

TENANT: **(This Exhibit to be signed with the property manager at the time the Premises are delivered)**

By: _____

Date: _____

EXHIBIT H
CITY OF RICHMOND
FIRST SOURCE AGREEMENT

RECITALS

THIS FIRST SOURCE AGREEMENT is entered into on the date stated below by and between the CITY OF RICHMOND, a municipal corporation and charter city (hereinafter the "City"), and Berkeley Bionics, Inc., a California corporation, dba Ekso Bionics(hereinafter the "Employer").

WHEREAS, the Employer has entered into a lease with FPOC, LLC, dated _____, for demised space at 1414 Harbour Way South, Richmond, California, the Ford Point Building (hereinafter the "Contract").

WHEREAS, pursuant to that certain First Source Agreement by and between the City and Ford Point, LLC, dated December 9, 2004, Ford Point Building tenants are required to enter into such agreements with the City.

WHEREAS, the Employer, in addition to the Contract, agrees to enter into this First Source Agreement (hereinafter the "FSA") with the City.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. Compliance with Chapter 2.56. Employer will comply with the terms of Chapter 2.56 of the Richmond Municipal Code, Local Employment Program (hereinafter the "Ordinance"), a copy of which is attached hereto and incorporated herein by reference.

2. Liaison. Employer shall designate a liaison for issues related to the Ordinance and this FSA. The liaison shall work with designated City of Richmond staff to facilitate effective implementation of the Ordinance and this FSA (hereinafter the "Designated City Staff").

3. First Source Hiring Process for **CONSTRUCTION and NON-CONSTRUCTION JOBS**. Employer shall take the following steps regarding hiring in furtherance of the Contract.

(a) Long-Range Planning. Employer shall, prior to hiring in furtherance of the Contract, and as soon as practicable, provide to the Designated City Staff the approximate number and type of hires that it will make for employment, and the basic qualifications necessary for each projected hire.

(b) Dual Notification Process **(CONSTRUCTION ONLY)**. Where there is a signatory agreement with the local union and the associated craft, Employer shall work with the local union and the City of Richmond Employment and Training Department (hereinafter the "ETD") to fill those positions. The Employer shall forward to the ETD a copy of all personnel requests made to the trade unions, specifying the residency of personnel requested (this process is hereinafter referred to as the "dual notification process" and a description of it is attached hereto along with the Request for Craft form for use by the Employer). In the dual notification process, the Employer shall utilize the "name call," "rehires," "transfers," or "sponsorship" options in maximizing the participation of Richmond, California residents.

(c) Notification of job opportunities. Prior to hiring in furtherance of the Contract, Employer shall notify the Designated City Staff, by email or fax, of available job openings and provide a description of job responsibilities and qualifications, including expectations, salary, work schedule, duration of employment, required standard of appearance, and any special requirements, e.g., language skills, driver's license, etc. Job qualifications shall be limited to skills directly related to performance of job duties.

(d) Filling of job opportunities. Prior to announcing or advertising in any form and by any means (except for compliance with internal posting procedures) the availability of an employment position created by the vacancy of an existing position or a new employment position, the Employer shall utilize the dual notification process to notify the pertinent union, if appropriate, and ETD in writing of such position, including a general description of the position and Employer's minimum requirements for qualified applicants, and shall request any pertinent union and ETD to refer qualified applicants for such position to Employer's trade union and/or personnel representative, as appropriate. The Employer shall refrain from any general announcement or advertisement of the availability of such position for a period of ten (10) business days after notification to the ETD. This ten-day period shall be known as the "Advance Notice Period."

(e) Job Site Applications. In the event that any persons seek employment with the Employer at the job site, the Employer shall have the person complete a Job Site Application consisting of name, address, telephone number, social security number and trade. The Employer will then submit this information to the ETD.

(f) Transfer and Promotion. Nothing contained herein shall prevent the Employer from filling job vacancies or newly created positions without compliance with the foregoing procedures by transfer or promotion from its existing staff.

4. Monthly Reports. Employer shall, on a monthly basis, furnish certified payroll sheets to ETD. Failure to provide the City with this information shall result in delay of progress payments for that portion which is deemed not in compliance with the provisions of this FSA.

5. Quarterly Reports. Employer shall prepare quarterly reports detailing the number of hires for employment in furtherance of the Contract during the quarter and stating what percentage of such hires were residents of Richmond, California. The Designated City Staff shall assist Employer by preparing forms to be completed for this purpose. Reports shall be filed with the ETD within thirty (30) days after the completion of each quarter. Reports may include a description of any difficulties the Employer is having with obtaining qualified referrals through the Designated City Staff.

6. Non-compliance Procedure. In the event the City believes the Employer may not be in compliance with the requirements of this FSA, the following procedure will be followed:

(a) The Community and Economic Development Executive Director (hereinafter the "Executive Director") or designee shall cause to be delivered to the Employer a written "Notice of Non-Compliance" (hereinafter the "Notice"). The Notice shall specify the matters which constitute the non-compliance; the specific action required to correct the non-compliance; and the time period during which such correction shall occur. In no event shall this time period be more than thirty (30) days after receipt of the Notice by the Employer. If the Notice is mailed, it will be deemed received five (5) days after the date of mailing.

(b) If the Employer disagrees with the Notice, they shall have the burden of proving compliance with the provisions of the Ordinance and shall submit any evidence and argument to the Executive Director or designee to establish compliance no more than thirty (30) days after receipt of the Notice by the Employer.

(c) In the event the Executive Director or designee subsequently agrees that compliance has occurred, the Executive Director or designee shall cause to be delivered promptly to the Employer a written "Notice of Correction of Non-Compliance," specifying the original non-compliance which has been corrected.

(d) In the event the Executive Director or designee does not agree that compliance has occurred, the Executive Director or designee shall promptly notify the Employer by a written "Notice of Failure to Correct Non- Compliance" (hereinafter the "Notice of Failure to Correct"), describing the facts constituting the non-compliance.

(e) After the issuance of the Notice of Failure to Correct, the Employer shall have the right to request a hearing before the City Manager or designee (hereinafter "Request for Hearing"), who shall make the final determination. The Request for a Hearing must be made within ten (10) working days after receipt of the Notice of Failure to Correct. If the Notice of Failure to Correct is mailed, it will be deemed received five (5) days after the date of mailing. The hearing shall be held no sooner than twenty (20) and no later than thirty (30) days after receipt by the City of the Request for Hearing, unless otherwise agreed to by the parties. At the hearing, the Employer will be allowed to present any evidence and argument it believes proves compliance. The City Manager or designee shall issue their final determination no later than ten (10) business days after the hearing. The Employer must exhaust this administrative remedy prior to commencing legal action.

(f) In the event no Request for Hearing is timely made, the determination of failure to correct non-compliance shall be deemed to be final.

(g) Should the Employer fail to comply with the Notice of Non-Compliance as specified above, and a final determination of non-compliance is made, the City may exercise any of its powers as specified in §2.56.080 of the Ordinance.

Executed this _____ day of _____, 2011

EMPLOYER

By: _____
Name: _____
Title: _____

CITY OF RICHMOND

By: _____
Name: _____
Title: _____

Approved as to form:

_____
City Attorney

Exhibit 10.22

Ekso Bionics, Inc.
1414 Harbour Way South, Suite 1201
Richmond, California 94804

November 12, 2013

Gravitas Partners Ltd.
Craigmuir Chambers
Roadtown, Tortola, BVI

Pentium Capital Partners Ltd.
250 Park Avenue, 7th Floor
New York, NY 10188

Gentlemen:

This letter agreement (the "***Agreement***") hereby supersedes and replaces in its entirety the consulting agreement among Ekso Bionics, Inc. (the "***Company***") and Gravitas Partners Ltd. ("***Gravitas***") and Pentium Capital Partners Ltd. ("***Pentium***") dated August 22, 2013 (the "***Initial Agreement"***). Gravitas and Pentium are herein referred to individually as a "***Consultant***" and collectively as the "***Consultants***."

1. Retainer for Providing Future Consulting Services Under Separate Terms and Conditions. Pursuant to the terms hereof, each Consultant is retained by the Company (the "***Retainer***") to provide such business consulting services with respect to business and technology or other matters (the "***Services***"). The fee for this Retainer is set forth in paragraph 3 below and is deemed fully earned upon signing this Agreement. Company acknowledges and agrees that the only obligation on Consultants under this Retainer is to negotiate in good faith the terms and conditions to provide Services in the future. If the Company requests Services to be provided by one or both of the Consultants hereunder same shall be set forth in separate written statements of work for such Services, which separate written statement shall set forth the terms and conditions pursuant to which one or both of the Consultants shall provide the requested Services, including the compensation therefor, and upon execution by the Company and one or both of the Consultants same shall be attached as exhibit(s) hereto and shall be deemed to be incorporated herein. Subject to the terms and conditions set forth herein, the term of this Retainer (the "***Term***") shall commence on the date hereof and shall continue until August 22, 2014 unless extended by mutual agreement of the parties or earlier terminated in accordance with the terms hereof. Company and each Consultant acknowledge and agree that Company may engage only one of the Consultants for Services and such engagement shall be exclusively between Company and that Consultant and the other Consultant shall have no rights or involvement therein with respect to those Services.

2. Confirmation Regarding Initial Agreement. The Consultants acknowledge that the Company currently is pursuing a financing transaction. At present it is structured as a private placement of convertible debt securities of the Company (the "***Bridge Financing***") and that following the Bridge Financing, the Company intends to enter into a reverse triangular merger with a publicly traded company ("***Pubco***"), in which merger all of the outstanding shares of the Company will be cancelled in exchange for shares of the common stock of Pubco (the "***Pubco Common Stock***") (such transaction, or any other transaction that results in the Company and its subsidiaries becoming subsidiaries of Pubco, or substantially all of the assets of the Company and its subsidiaries becoming owned directly or indirectly by, and their business being conducted directly or indirectly by, Pubco, the "***Merger***"). For avoidance of doubt and notwithstanding anything to the contrary contained in any prior agreement between the Company and any of the Consultants (including, without limitation, Section 5 of the Initial Agreement), the Consultants acknowledge and agree (a) that the Consultants are not (and have not been) providing any financial or other regulated services to the Company in connection with the Bridge Financing or the Merger (or any financing or transaction terms in connection with the Merger) and (b) that, except as expressly set forth in this Agreement, the Consultants have no right to receive from the Company and the Company has no obligation to pay any Fee (as defined in the Initial Agreement) or other compensation to the Consultants in connection with or as a result of the Bridge Financing or the Merger (or any financing or transaction terms in connection with the Merger).

3. Additional Consideration. (a)Contingent upon the consummation of the Bridge Loan, or upon any transaction that mirrors same, is similar to or results in benefit to the Company, the Consultants shall be paid the sum of $100,000 by the Company within five *(5) days of the closing on such transaction and (b) immediately following and contingent upon consummation of the Merger, or upon any transaction that mirrors same, is similar to or results in benefit to the Company, the Company shall cause Two Hundred Fifty Thousand (250,000) restricted shares of Pubco Common Stock or the stock of any future entity that is the conduit for the Merger or similar transaction (the "***Shares***") to be issued to the Consultants. The Consultants acknowledge that the issuance of the Shares hereunder is contingent upon the consummation of the Merger or similar transaction and that the Merger or other similar transaction may not occur. The Shares shall be registered in the name of, and allocated as between, Gravitas and Pentium pursuant to joint written instructions that shall be provided to the Company by Gravitas and Pentium within 7 days following the date hereof. The restrictions thereon shall be limited to that which are on all other Pubco Common Stock shares (or the stock of such other entity through which a similar or mirror transaction is consummated) that are delivered through the Merger or similar transaction to existing shareholders of the Company in exchange for those existing shares. Consideration payable hereunder in paragraphs (a) and (b) shall be delivered as directed by each Consultant and Company shall pay either to each Consultant or each Consultant's successors or assigns.

4. Consultant Representations and Warranties. Each Consultant represents that: (a) it or he will acquire the Shares for its own account for investment only and not with a view towards, or for resale in connection with, the public sale or distribution thereof; (b) it or he meets the requirements of at least one of the suitability standards for an "accredited investor" as that term is defined in Rule 501(a)(3) of Regulation D under the Securities Act of 1933, as amended (the "***Securities Act***"); (c) it or he is unaware of, is in no way relying on, and did not become aware of Pubco or the Shares through or as a result of, any form of general solicitation or general advertising; (d) it or he has such knowledge and experience in financial, tax, and business matters, and, in particular, investments in securities, so as to enable it to evaluate the merits and risks of an investment in this Shares and Pubco and to make an informed investment decision with respect thereto; (e) it or he is aware that an investment in the Shares involves a number of very significant risks and has carefully researched and reviewed and understands the risks thereof; (f) it or he understands that the Shares will be restricted shares that have not been registered under the Securities Act or any state securities laws, and may not be offered for sale, sold, assigned or transferred unless (i) subsequently registered thereunder, or (ii) pursuant to an available exemption from such registration requirements; (g) it or he is aware that there can be no assurance that there will be any market for resale for the Shares or that the Shares will be freely transferable at any time in the foreseeable future. The Consultants agree to provide promptly such additional information as the Company may reasonably request for compliance with the securities laws of the state in which any of the Consultants is located.

5. Release and Covenant Not to Sue. By execution hereof, the Consultants and the Company hereby fully, forever, irrevocably and unconditionally, releases and discharges each other and each other's past and present officers, directors, principals, members, shareholders, employees, attorneys, insurers, agents, servants, affiliates, subsidiaries, parent companies, successors, heirs and assigns from any and all causes of action, actions, judgments, liens, indebtedness, damages, losses, claims, claims in bankruptcy, demands, obligations, costs, expenses, attorneys' fees and liabilities of any nature whatsoever, whether known or unknown, suspected or unsuspected, existing or prospective, and whether based on contract, tort, statutory or other legal or equitable theory of recovery, which it or he has, had or claims to have under, with respect to or arising out of the Initial Agreement (the foregoing claims, collectively, with respect to any person and its Related parties, "***Claims***") from the beginning of time to the date this Agreement is signed by all parties. Consultants and the Company further covenants and promises that each will not file, pursue or bring any Claim in any judicial, arbitral or administrative forum against the other or any other party released hereunder; provided, however, that nothing herein shall be construed or deemed to release any covenants contained in, or claims for breach of, this Agreement or any written amendments, supplements or modifications thereto.

6. Uncertain Claims. The releases set forth in Section 5 extend to claims that the parties do not know or suspect to exist at the date of this Agreement, which if known, might have affected the decision to enter into this Agreement. The Consultants and Company shall be deemed to waive any and all provisions, rights and benefits conferred by any law of the United States or any state or territory of the United States, or principle of common law or equity, which governs or limits a person's release of unknown claims. The Consultant and Company acknowledge and agree that either may discover facts different from or in addition to those which they now know or believe to be true and that this Agreement shall be and remain effective in all respects notwithstanding such different or additional facts or the discovery thereof.

7. Confidential Information; Non-Disclosure. It is recognized that during the period in which the Consultants provide services to Company, the Consultants may gain knowledge of or have access to certain information which is of a confidential nature. The Consultants shall not make copies of, take, distribute, disclose, directly or indirectly, or otherwise use at any time, during the term of this Agreement or thereafter, any financial, accounting, statistical, or personnel data or any process, compilation of information, records, or any other information concerning the Company's business operations, inventory, or services (collectively, "***Company Confidential Information***") without the prior written consent of the Company, except as may be necessary in the performance of the Consultants' duties under this Agreement. All copies of such Company Confidential Information in written, graphic or other tangible form shall be returned to Company upon the termination of this Agreement, or earlier upon request. All copies of such Company Confidential Information in electronic form shall be destroyed upon request of Company. It is understood and agreed that information in the public domain, information disclosed to a Consultant by an independent third party without any indication that the same is confidential, and information independently developed by a Consultant without the benefit of any Company Confidential Information, as evidenced by a Consultant's written records, shall not be deemed to be Company Confidential Information. The foregoing contractual duties to protect Company Confidential Information are in addition to and not a substitution for any greater or additional duties imposed by law. These provisions shall survive the termination of this Agreement.

8. Transfer of Rights. Each Consultant represents and warrants that it has not assigned or transferred, or purported to assign or transfer, to any person or entity any Claim released or discharged under this Agreement or any part or portion thereof.

9. Termination. The Term of the engagement of the Consultants to provide Services hereunder may be terminated at any time from time to time without cause by either party upon not less than thirty (30) days prior written notice to the other party. Notwithstanding the foregoing, the Company also may terminate the Term of the engagement of the Consultants to provide Services, effective immediately upon receipt of written notice, if any Consultant breaches or threatens to breach any provision of Section 7 hereof.

10. Incorporation of Terms of Initial Agreement. The content of Sections 13(b) through (g) of the Initial Agreement is hereby incorporated herein by reference and shall be deemed a part of the Agreement as if fully set forth herein.

11. Further Assurances. Promptly following the request of a party at any time, the other party shall execute, acknowledge and deliver to the requesting party or the designee thereof (as applicable) such other or further documents or letters as may be reasonably necessary or advisable to evidence or effectuate the purposes of this Agreement.

12. Warranty of Authorization. Each party hereby represents and warrants to the other party that the making, execution and performance of this Agreement by such party has been duly authorized by all necessary legal, corporate or limited liability company action.

13. Third Party Beneficiaries. Except for the Company Releasees, there are no third party beneficiaries of this Agreement and no person shall have the right, power or authority to enforce the provisions hereof as though it were a party hereto.

14. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the state of New York, without giving effect to any choice or conflict of law provision or rule (whether of the state of New York or any other jurisdiction) that would cause the application of laws of any jurisdictions other than those of the state of New York.

15. Entire Agreement; Amendments. Except as set forth herein, this Agreement constitutes the entire agreement among the parties with respect to the subject matter hereof and thereof and supersede any prior agreements and understandings between the parties with respect to such subject matter. Except as otherwise set forth herein, this Agreement amends and replaces in its entirety the Initial Agreement by and between the Company and Gravitas and Pentium. This Agreement shall only be amended by a writing signed by the parties.

16. Voluntary Assent. Each party affirms that no other promises or agreements of any kind have been made to or with it by any person whatsoever to cause it to sign this Agreement, and that it fully understands the meaning and intent of this Agreement. Each party further states and represents that it has carefully read this Agreement, understands the contents herein, freely and voluntarily assents to all of the terms and conditions hereof, and signs its name of its own free act.

17. Construction of Agreement. Each of the parties acknowledges that, prior to the execution of this Agreement, they each sought and received the advice of competent legal counsel concerning the ramifications and effect hereof and the transactions contemplated hereby. This is a negotiated agreement and no rule of evidence requiring construction against the drafter shall apply.

[*Rest of page intentionally left blank. Signature page follows*]

If the foregoing correctly sets forth the understanding between us, please so indicate on the enclosed signed copy of this Agreement in the space provided therefore and return it to us, whereupon this Agreement shall constitute a binding agreement between us.

Very truly yours,

EKSO BIONICS, INC.

By: /s/ Nathan Harding
Name: Nathan Harding
Title: Chief Executive Officer

AGREED TO AND ACCEPTED
as of the date first above written:

GRAVITAS PARTNERS LTD.

By: /s/ Allen Greenstein
Name Allen Greenstein
Title Partner

PENTIUM CAPITAL PARTNERS LTD.

By: /s/ Marcel Engenheiro
Name Marcel Engenheiro
Title Director

Exhibit 10.23

DIRECTOR NOMINATION AGREEMENT

This Director Nomination Agreement (the "**Agreement**") is made and entered into as of January 15, 2014, by and among Ekso Bionics, Inc. (the "**Company**"), Ekso Bionics Holdings, Inc. (f/k/a PN Med Group Inc.)("**Parent**"), and CNI Commercial LLC ("**CNI**").

WHEREAS, pursuant to that certain Amended and Restated Voting Agreement, dated as of May 30, 2013, by and among the Company and the investors listed on Schedules A and B thereto (the "**Voting Agreement**"), CNI has the right to designate two Series B Directors (as defined in the Voting Agreement) to the Company's Board of Directors;

WHEREAS, the Company intends to enter into an Agreement and Plan of Merger (the "**Merger Agreement**") pursuant to which Ekso Acquisition Corp., a Delaware corporation and wholly-owned subsidiary of Parent ("**Merger Sub**"), will merge with and into the Company and the Company will become a wholly-owned subsidiary of Parent (the "**Merger**");

WHEREAS, in connection with the Merger, the Company intends to terminate the Voting Agreement, and

WHEREAS, in consideration of CNI's agreement to terminate the Voting Agreement, the Company is willing to grant CNI the director designation rights set forth herein.

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

1. Nomination of CNI Director. From and after the effective time of the Merger as set forth in the Certificate of Merger filed with the Delaware Secretary of State in connection with the closing of the Merger and until (a) CNI ceases to own or control shares of common stock of Parent, par value $0.001 per share (the "**Common Stock**"), representing at least 10% of the issued and outstanding shares of Common Stock or (b) any of the shares of Common Stock issued to CNI in connection with the Merger cease to be subject to a contractual lock-up agreement with Parent restricting CNI's right to sell such shares, whichever is earlier, (i) CNI shall have the right to nominate for election to the Board of Directors of Parent one (1) director who is reasonably acceptable to the Board of Directors of Parent (the "CNI Nominee") and (ii) Parent shall include, and shall use its best efforts to cause the Board of Directors of Parent (whether acting through a nominating committee of the Board of Directors of otherwise) to include, in the slate of nominees recommended to the stockholders of Parent for election as a director at any annual or special meeting of stockholders of Parent at or by which directors of Parent are to be elected, the CNI Nominee.

2. Initial CNI Nominee. The initial CNI Nominee shall be Dan Boren.

3. Vacancies. Any vacancy on the Board of Directors of Parent arising through the death, resignation or removal of the CNI Nominee who was nominated to the Board of Directors of Parent pursuant to Section 1 may be filled by the Board only with a CNI Nominee, and the director so chosen shall hold office until the next election and until his or her successor is duly elected and qualified, or until his or her earlier death, resignation or removal.

4. General.

(a) Successors and Assigns. This Agreement may not be assigned by either party without the prior written consent of the other party. Subject to the foregoing limitation, all rights hereunder shall inure to the benefit of the parties hereto, their personal or legal representatives, heirs, successors and permitted assigns.

(b) Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and thereof and supersedes all prior and contemplated arrangements and understandings with respect thereto.

(c) Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original and all of which together shall constitute one and the same Agreement. Signature pages to this Agreement may be delivered by facsimile transmission or in electronic format as .pdf with the same effect as if the signatory had delivered its original signature page to the receiving party.

(d) Governing Law. This Agreement and the legal relations hereunder between the parties hereto shall be governed by and construed in accordance with the laws of the State of Delaware applicable to contracts made and performed therein, without giving effect to the principles of conflicts of law thereof.

(e) Invalidity of Provision. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid, but if any provision of this Agreement is held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not render invalid or unenforceable any other provision of this Agreement.

(f) Further Assurances. Each party hereto shall do and perform or cause to be done and performed all such further acts and things and shall execute and deliver all such other agreements, certificates, instruments and documents as any other party hereto reasonably may request in order to carry out the intent and accomplish the purposes of this Agreement and the consummation of the transactions contemplated hereby.

(g) Amendments and Waivers. The provisions of this Agreement may be amended at any time and from time to time, and particular provisions of this Agreement may be waived or modified, with and only with an agreement or consent in writing signed by each of the parties hereto. Waiver by any party hereto of any breach or default by the other party of any of the terms of this Agreement shall not operate as a waiver of any other breach or default, whether similar to or different from the breach or default waived. No waiver of any provision of this Agreement shall be implied from any course of dealing between the parties hereto or from any failure by either party to assert its or his or her rights hereunder on any occasion or series of occasions.

(h) Enforcement. Each of the parties hereto agrees that in the event of a breach of any provision of this Agreement, the aggrieved party may elect to institute and prosecute proceedings in any court of competent jurisdiction to enforce specific performance or to enjoin the continuing breach of this Agreement. Such remedies, however, shall be cumulative and not exclusive, and shall be in addition to any other remedy which any party hereto may have.

(i) Jurisdiction. In any judicial proceeding involving any dispute, controversy or claim arising out of or relating to this Agreement, each of the parties hereto irrevocably and unconditionally submits to the non-exclusive jurisdiction and venue of any United States District Court located in the State of Delaware, or of the Court of Chancery of the State of Delaware, and the appellate courts to which orders and judgments thereof may be appealed. In any such judicial proceeding, each of the parties hereto agrees that in addition to any method for the service of process permitted or required by such courts, to the fullest extent permitted by law, service of process may be made by deliver provided pursuant to the directions in Section 4(j). EACH OF THE PARTIES HEREBY WAIVES TRIAL BY JURY IN ANY JUDICIAL PROCEEDING INVOLVING ANY DISPUTE, CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT.

(j) Notice. All notice, requests, demands, waivers, consents and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (i) delivered personally, (ii) mailed by certified or registered mail with postage prepaid, (iii) sent by next-day or overnight mail or delivery with proof of receipt maintained or (iv) sent by fax, to the following addresses (or to such other address as the party entitled to notice shall hereafter designate in accordance with the terms hereof):

If to Parent or the Company:

Ekso Bionics Holdings, Inc. or
Ekso Bionics, Inc.
1414 Harbour Way South, Suite 1201
Richmond, California 94804
Attn: Nathan Harding, CEO
Facsimile: (510) 927-2647

Copy to (which copy shall not constitute notice hereunder):

Gottbetter & Partners, LLP
488 Madison Avenue, 12th Floor
New York, NY 10022
Attention: Adam S. Gottbetter, Esq.
Facsimile: (212) 400-6901

And

Nutter, McClennen & Fish LLP
155 Seaport Blvd.
Boston, MA 02210
Attn: Michelle L. Basil
Facsimile: (617) 310-9477

If to CNI:

CNI Commercial LLC
2020 Lonnie Abbott Blvd.
Ada, OK 74820
Attn: Patrick Neeley
Facsimile: (580) 559-0635

Copy to (which copy shall not constitute notice hereunder):

McAfee & Taft
10th Floor, Two Leadership Square
211 N. Robinson
Oklahoma City, OK 73102
Attn: Mike Blake
Facsimile: (405) 228-7317

All such notices, requests, demands, waivers, consents and other communications shall be deemed to have been received (A) if by personal delivery, on the day delivered, (B) if by certified or registered mail, on the fifth business day after the mailing thereof, (C) if by next-day or overnight mail or delivery, on the day delivered, or (D) if by fax, on the day delivered, provided that such delivery is confirmed.

5. Termination. This Agreement shall terminate upon the earliest of (i) termination of the Merger Agreement, (ii) the date CNI ceases to own or control shares of Common Stock representing at least 10% of the issued and outstanding shares of Common Stock or (iii) the date all of the shares of Common Stock issued to CNI in connection with the Merger cease to be subject to a contractual lock-up agreement with Parent restricting CNI's right to sell such shares.

[*Rest of page intentionally left blank. Signature page follows*.]

IN WITNESS WHEREOF, the parties hereto have executed this Director Nomination Agreement on the day and year first above written.

EKSO BIONICS, INC.

By: /s/ Max Scheder-Bieschin
Name: Max Scheder-Bieschin
Title: Chief Financial Officer

EKSO BIONICS HOLDINGS, INC.

By: /s/ Max Scheder-Bieschin
Name: Max Scheder-Bieschin
Title: Chief Financial Officer

CNI COMMERCIAL LLC

By: /s/ David L. Nimmo
Name: David L. Nimmo
Title: Member Representative

Exhibit 10.24

[Pursuant to the terms of the warrant, in connection with the merger of Ekso Bionics, Inc. with and into Ekso Acquisition Corp. pursuant to the Agreement and Plan of Merger and Reorganization dated as of January 15, 2014, the warrants previously issued by Ekso Bionics, Inc., in the form set forth below, will hereafter represent the right to purchase shares of common stock of Ekso Bionics Holdings, Inc. and the number of shares and exercise price will be adjusted to reflect the conversion of the common stock of Ekso Bionics, Inc. into common stock of Ekso Bionics Holdings, Inc.]

THIS WARRANT AND THE SECURITIES ISSUABLE UPON EXERCISE OF THIS WARRANT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF I933, AS AMENDED (THE "ACT"), OR UNDER THE SECURITIES LAWS OF APPLICABLE STATES. THESE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE ACT AND THE APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. INVESTORS SHOULD BE AWARE THAT THEY MAY BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME. THE ISSUER OF THESE SECURITIES MAY REQUIRE AN OPINION OF COUNSEL IN FORM AND SUBSTANCE SATISFACTORY TO THE ISSUER TO THE EFFECT THAT ANY PROPOSED TRANSFER OR RESALE IS IN COMPLIANCE WITH THE ACT AND ANY APPLICABLE STATE SECURITIES LAWS.

WARRANT TO PURCHASE COMMON STOCK OF
EKSO BIONICS, INC.

Warrant No.: _____

Issued on _____

This certifies that for good and valuable consideration, _____ (the "***Holder***"), is entitled, subject to the terms and conditions of this Warrant, to purchase from Ekso Bionics, Inc., a Delaware corporation (the "***Company***"), at any time or from time to time prior to the earlier to occur of (i) a Liquidation Event, (ii) an Initial Public Offering, or (iii) 5:00p.m. Pacific time on May 20, 2020 (the "***Expiration Date***"), up to _____ shares of Warrant Stock (as defined below) (the "***Maximum Shares***") at a price per share equal to the Warrant Price (as defined below), upon surrender of this Warrant at the principal offices of the Company, together with a duly executed subscription form in the form attached hereto as Exhibit 1 and simultaneous payment of the full Warrant Price for the shares of Warrant Stock so purchased, or if permitted, by an election to net exercise as set forth in Section 2.6, all in accordance with the terms hereof. The Warrant Price and the number and character of shares of Warrant Stock purchasable under this Warrant are subject to adjustment as provided herein.

This Warrant is one of a series of Warrants issued pursuant to that certain Series B Preferred Stock and Warrant Purchase Agreement, dated as of May 20,2013, by and among the Company and certain purchaser of Series B Preferred Stock, as amended from time to time (the "***Purchase Agreement***").

1. DEFINITIONS. The following definitions shall apply for purposes of this Warrant:

1.1 "***Holder***" means any person who shall at the time be the registered holder of this Warrant.

1.2 "***Initial Public Offering***" means the initial firm commitment underwritten public offering of the Company pursuant to an effective registration statement filed under the Securities Act of 1933, as amended (the "Securities Act"), covering the offer and sale of the Company's Common Stock for the account of the Company.

1.3 "***Liquidation Event***" shall mean any voluntary or involuntary liquidation, dissolution or winding up of the Company or Deemed Liquidation Event (as defined in the Company's Restated Ce1tificate of Incorporation or any successor provision thereof).

1.4 "***Rights Agreement***" means that certain Amended and Restated Investors' Rights Agreement, dated as of May 20, 2013, by and among the Company and certain Investors identified therein, as amended from time to time.

1.5 "***Warrant Price***" means Two Dollars and Ten Cents ($2.10) per share. The Warrant Price is subject to adjustment as provided herein.

1.6 "***Warrant Stock***" means the Company's Common Stock, $0.001 par value per share. The number and character of shares of Warrant Stock are subject to adjustment as provided herein and the term "***Warrant Stock***" shall include stock and other securities and prope1iy at any time receivable or issuable upon exercise of this Warrant in accordance with its terms.

2. **EXERCISE**.

2.1 Method of Exercise. Subject to the terms and conditions of this Warrant, the Holder may exercise this Warrant in whole or in part, at any time or from time to time, on any business day before the Expiration Date, for up to _____ shares of Warrant Stock, by surrendering this Warrant at the principal offices of the Company, with the subscription form attached hereto duly executed by the Holder, and payment of an amount equal to the product obtained by multiplying (i) the number of shares of Warrant Stock to be purchased by the Holder by (ii) the Warrant Price or adjusted Warrant Price therefor, if applicable, as determined in accordance with the terms hereof, or, if applicable, an election to net exercise the Warrant as provided in Section 2.6 for the number of shares to be acquired in connection with such exercise. Holder may deliver the subscription form attached hereto duly executed by Holder in order to exercise this Warrant in connection with an Initial Public Offering or a Liquidation Event, with the exercise and payment to be contingent upon consummation of the transaction.

2.2 Form of Payment. Payment may be made by (a) check payable to the Company's order, (b) wire transfer of funds to the Company, (c) by net exercise as provided in Section 2.6, or (d) any combination of the foregoing.

2.3 Partial Exercise. Upon a partial exercise of this Warrant the number of shares of Warrant Stock issuable upon exercise of this Warrant immediately prior to such exercise shall be reduced by the aggregate number of shares of Warrant Stock issued upon such exercise of this Warrant.

2.4 No Fractional Shares. No fractional shares may be issued upon any exercise of this Warrant, and any fractions shall be rounded down to the nearest whole number of shares. If upon any exercise of this Warrant a fraction of a share would otherwise result, the Company will pay the cash value of any such fractional share.

2.5 Restrictions on Exercise. This Warrant may not be exercised if the issuance of the Warrant Stock upon such exercise would constitute a violation of any applicable federal or state securities laws or other laws or regulations. As a condition to the exercise of this Warrant, the Holder shall execute the subscription form attached hereto as Exhibit 1, confirming and acknowledging that the representations and warranties of the Holder set forth in Section 6 of this Warrant are true and correct as of the date of exercise.

2.6 Net Exercise Election.

2.6.1 Holder may elect to convert all or any portion of this Warrant, without the payment by Holder of any additional consideration (other than surrender of the right to acquire shares of Warrant Stock as set forth in this Section 2.6), by the surrender of this Warrant to the Company, with the net exercise election selected in the subscription form attached hereto, duly executed by Holder, into up to the number of shares of Warrant Stock that is obtained under the following formula:

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

where X = the net number of shares of Warrant Stock to be issued to Holder pursuant to a net exercise of this Warrant effected pursuant to this Section 2.6.

Y = the gross number of shares of Warrant Stock for which the Warrant is exercised (not to exceed the Maximum Shares less all shares previously issued or canceled upon prior exercises of this Warrant) before taking into account shares surrendered pursuant to this Section 2.6 in payment of the Warrant Price for the shares subject to exercise.

A = the fair market value of one share of Warrant Stock, determined at the time of such net exercise as set forth in the last paragraph of this Section 2.6.

B = the Warrant Price.

The Company will promptly respond in writing to an inquiry by Holder as to the then current fair market value of one share of Warrant Stock.

2.6.2 For purposes of the above calculation, fair market value of one share of Warrant Stock shall be determined by the Company's Board of Directors in good faith; provided however, that if on the relevant exercise date for which such value must be determined, the Warrant is being exercised in connection with the Company's Initial Public Offering, the fair market value shall be the per-share offering price to the public as set forth in the Company's final prospectus filed with the Securities and Exchange Commission.

3. **ISSUANCE OF STOCK**. This Warrant shall be deemed to have been exercised immediately prior to the close of business on the date that a duly completed and executed Form of Subscription in the form attached hereto as Exhibit 1 and payment of the full Warrant Price in accordance with this Warrant have been delivered to the Company, whereupon the person entitled to receive the shares of Warrant Stock issuable upon such exercise shall be treated for all purposes as the holder of record of such shares as of the close of business on such date. As soon as practicable on or after such date, but conditioned upon the receipt of this Warrant by the Company, the Company shall issue and deliver to the person or persons entitled to receive the same a certificate or certificates for the number of whole shares of Warrant Stock issuable upon such exercise.

4. **EARLY EXPIRATION**. This Warrant shall automatically expire and be of no further force and effect without any action by the Company or the Holder immediately prior to the effective date of a Liquidation Event or Initial Public Offering. If the Company proposes at any time to effect a Liquidation Event or Initial Public Offering, then at least thirty (30) days prior to the effective date of such event the Company shall mail to the Holder a notice (the "***Transaction Notice***") specifying the date on which the Liquidation Event or Initial Public Offering is anticipated to become effective.

5. **ADJUSTMENT PROVISIONS**. The number and character of shares of Warrant Stock issuable upon exercise of this Warrant (or any shares of stock or other securities or property at the time receivable or issuable upon exercise of this Warrant) and the Warrant Price therefor, are subject to adjustment upon the occurrence of the following events between the date this Warrant is issued and the date it is exercised:

5.1 Adjustment for Stock Splits, Stock Dividends, Recapitalizations, etc. The Warrant Price of this Warrant and the number of shares of Warrant Stock issuable upon exercise of this Warrant (or any shares of stock or other securities at the time issuable upon exercise of this Warrant) shall each be proportionally adjusted to reflect any stock dividend, stock split, reverse stock split, reclassification, recapitalization or other similar event affecting the number of outstanding shares of Warrant Stock (or such other stock or securities).

5.2 Adjustment for Reorganization, Consolidation, Merger. Other than any reorganization, consolidation or merger that constitutes a Liquidation Event, in case of any reorganization of the Company (or of any other entity, the stock or other securities of which are at the time receivable on the exercise of this Warrant), after the date of this Warrant, or in case, after such date, the Company (or any such entity) shall consolidate with or merge into another entity, convey all or substantially all of its assets to another entity and then distribute the proceeds to its equity holders or convert the Company into another entity (such as a limited liability company), then, and in each such case, the Holder, upon the exercise of this Warrant (as provided in Section 2), at any time after the consummation of such reorganization, consolidation, merger or conveyance, shall be entitled to receive, in lieu of the stock or other securities and property receivable upon the exercise of this Warrant prior to such consummation, the stock or other securities or property to which the Holder would have been entitled upon the consummation of such reorganization, consolidation, merger or conveyance if the Holder had exercised this Warrant immediately prior thereto, all subject to further adjustment as provided in this Warrant, and the successor or purchasing entity in such reorganization, consolidation, merger or conveyance (if other than the Company) shall duly execute and deliver to the Holder a supplement hereto acknowledging such successor's obligations under this Warrant; and in each such case, the terms of this Warrant shall be applicable to the shares of stock or other securities or property receivable upon the exercise of this Warrant after the consummation of such reorganization, consolidation, merger or conveyance.

5.3 No Change Necessary. The form of this Warrant need not be changed because of any adjustment in the Warrant Price or in the number of shares of Warrant Stock issuable upon its exercise.

5.4 Certificate of Adjustment. When any adjustment is required to be made in the Warrant Price or the number of shares of Warrant Stock issuable upon exercise of this Warrant, the Company shall promptly mail to the Holder a certificate setting forth the Warrant Price after such adjustment and setting forth a brief statement of the facts requiring such adjustment. Such certificate shall also set fo1th the kind and amount of stock or other securities or property into which this Warrant shall be exercisable following the occurrence of any of the events specified in this Section 5.

6. **[INTENTIONALLY OMITTED]**

7. **NO RIGHTS OR LIABILITIES AS STOCKHOLDER**. This Warrant does not by itself entitle the Holder to any voting rights or other rights as a stockholder of the Company. In the absence of affirmative action by the Holder to purchase Warrant Stock by exercise of this Warrant, no provisions of this Warrant, and no enumeration herein of the rights or privileges of the Holder, shall cause the Holder to be a stockholder of the Company for any purpose.

8. **ATTORNEYS' FEES**. In the event any party is required to engage the services of any attorneys for the purpose of enforcing this Warrant, or any provision thereof, the prevailing party shall be entitled to recover its reasonable expenses and costs in enforcing this Warrant, including attorneys' fees.

9. **TRANSFER**. Except as expressly provided hereunder, neither this Warrant nor any rights hereunder may be assigned, conveyed or transferred by Holder, in whole or in part, without the Company's prior written consent, which the Company may withhold in its sole discretion. The rights and obligations of the Company and the Holder under this Warrant shall be binding upon and benefit their respective permitted successors, assigns, heirs, administrators and transferees.

10. **GOVERNING LAW**. This Warrant shall be governed by, and construed in accordance with, the laws of the State of Delaware, excluding choice of law or conflict of law principles.

11. **HEADINGS**. The headings and captions used in this Warrant are used only for convenience and are not to be considered in construing or interpreting this Warrant. All references in this Warrant to sections and exhibits shall, unless otherwise provided, refer to sections hereof and exhibits attached hereto, all of which exhibits are incorporated herein by this reference.

12. **NOTICES**. All notice, requests, and other communications given, made or delivered pursuant to this Warrant shall be in writing and shall be deemed effectively given, made or delivered upon the earlier of actual receipt or: (a) personal delivery to the party to be notified; (b) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (c) one (1) business day after the business day of deposit with a nationally recognized overnight courier, freight prepaid, specifying next-day delivery, with written verification of receipt, when addressed to the patty to be notified at the address indicated for such patty on the signature page hereto or, in the case of the Company, at 1414 Harbour Way S., Ste. 201, Richmond, CA 94804, Attn.: President and Chief Executive Officer, and when addressed to Holder at the address set fot1h next to Holder's signature on this Warrant, or at such other address as any patty or the Company may designate by giving ten (10) days' advance written notice to all other parties.

13. **AMENDMENT; WAIVER**. Any term of this Warrant may be amended, and the observance of any term of this Warrant may be waived (either generally or in a pat1icular instance and either retroactively or prospectively) with the consent of holders of Warrants issued pursuant to the Purchase Agreement representing at least seventy percent (70%) of the shares of Warrant Stock, and any amendment or waiver effected in accordance with this Section shall be binding upon Holder and all Holders of Warrants issued pursuant to the Purchase Agreement.

14. **SEVERABILITY**. If one or more provisions of this Warrant are held to be unenforceable under applicable law, such provision(s) shall be excluded from this Warrant and the balance of the Warrant shall be interpreted as if such provision(s) were so excluded and shall be enforceable in accordance with its terms.

15. **TERMS BINDING**. By acceptance of this Warrant, the Holder accepts and agrees to be bound by all the terms and conditions of this Warrant.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have executed this Warrant as of the date first above written.

THE COMPANY:

EKSO BIONICS, INC.

By: _____
Name: _____
Title: _____

AGREED AND ACKNOWLEDGED

THE HOLDER:

By: _____
Name: _____

EXHIBIT 99.1

Unaudited Pro Forma Consolidated Financial Statements

(Introductory Note)

The unaudited pro forma consolidated balance sheet as of September 30, 2013, and the unaudited pro forma consolidated statements of operations for the nine-month period ended September 30, 2013 and for the year ended December 31, 2012, give effect to transactions by Ekso Bionics, Inc. ("Ekso Bionics") and Ekso Bionics, Holdings, Inc., formerly known as PN Med Group, Inc. ("Holdings"), occurring in connection with the Merger and include (a) the bridge loan financing in November 2013, (b) the recapitalization of Holdings, split-off of pre-Merger assets and liabilities, and conversion of Ekso Bionics shares into Holdings shares, (c) the private placement of securities including conversion of the bridge loan, and (d) the repayment of the senior secured note, all of which occurred on January 15, 2014 on the historical financial statements of Ekso Bionics, as if those transactions occurred on September 30, 2013 for purposes of the pro forma consolidated balance sheet, and on the first day of the respective periods for purposes of the pro forma consolidated statements of operations. These pro forma financial statements are also prepared adopting the Ekso Bionics' year end of December 31.

The unaudited pro forma consolidated financial information is presented for illustrative purposes only and does not purport to represent what Ekso Bionics' actual results of operations or financial position would have been had the transactions actually been completed on or at the beginning of the indicated periods, and is not indicative of future results of operations or financial condition.

The historical financial information of Holdings for the nine-month period ended September 30, 2013 has been derived from the unaudited financial statements for the period from January 30, 2012 (inception) to September 30, 2013 and the period from January 30, 2012 (inception) to December 31, 2012. The unaudited pro forma consolidated financial information should be read in conjunction with the Company's audited and unaudited consolidated financial statements and notes thereto. The pro forma adjustments are based upon available information and assumptions that management believes are reasonable.

Ekso Bionics, Inc. and Subsidiary
Pro Forma Consolidated Balance Sheets
September 30, 2013
(unaudited)

	Ekso Bionics	Holdings		Total Pro Forma Adjustments	As Adjusted
Assets					
Current assets:					
Cash and cash equivalents	$ 227,098	$ 438	(a)	$ 5,000,000	$ 14,474,180
			(a)	(587,000)	
			(b)	(1,063,918)	
			(d)	(438)	
			(e)	15,580,000	
			(e)	(2,190,000)	
			(f)	(2,492,000)	
Accounts receivable	665,287	-		-	665,287
Inventories	905,245	-		-	905,245
Prepaid expenses and other current assets	970,483	-		-	970,483
Total current assets	2,768,113	438		14,246,644	17,015,195
Property and equipment, net	1,421,714				1,421,714
Deferred costs of revenue	837,971				837,971
Other assets	55,405				55,405
Total assets	$ 5,083,203	$ 438		$ 14,246,644	$ 19,330,285
Liabilities, Convertible Preferred Stock and Stockholders' Deficit					
Current liabilities:					
Notes payable, current portion	$ 1,998,410	$ -	(b)	$ (932,634)	$ 130,020
			(f)	(935,756)	
Accounts payable	1,919,845	9,324	(d)	(9,324)	1,919,845
Accrued liabilities	827,972	750	(b)	77,239	654,716
			(d)	(750)	
			(f)	(250,495)	
Customer advances and deferred revenues	2,440,443	-		-	2,440,443
Convertible debt	-	-	(a)	5,000,000	-
			(e)	(5,000,000)	
Liability due to early stock option exercise	6,617	-		-	6,617
Total current liabilities	7,193,287	10,074			5,151,641
Non-current liabilities:					
Customer advances and deferred revenues	2,291,344				2,291,344
Notes payable, less current portion	1,247,197		(f)	(1,205,749)	41,448
Warrant liability	596,885		(c)	(596,885)	-
Deferred rent	132,762				132,762
Debt issuance costs	-		(a)	(587,000)	-
			(e)	587,000	
Total liabilities	11,461,475	10,074		1,802,634	7,617,195
Convertible preferred stock issuable in series, $0.001 par value: 10,365,000, 10,365,000, and 21,151,850 shares authorized at December 31, 2011 and 2012 and September 30, 2013 (unaudited) respectively; 4,737,146, 8,831,619, and 14,010,963 shares issued and outstanding at December 31, 2011 and 2012 and September 30, 2013 (unaudited) respectively; liquidation preference of $1.75 - $2.10 at December 31, 2011 and 2012 and September 30, 2013 (unaudited)	27,323,933		(c)	(27,323,933)	-

Stockholders' equity (deficit):					
Common stock, $0.001 par value; 26,000,000, 30,000,000, and 40,000,000 shares authorized at December 31, 2011 and 2012 and September 30, 2013 (unaudited) respectively; 9,738,580, 9,887,079, and 10,372,040 shares issued and outstanding at December 31, 2011 and 2012 and September 30, 2013 (unaudited) respectively	10,001	6,350	(d)	(6,350)	67,946
			(d)	37,115	
			(e)	20,830	
Additional paid-in capital	1,522,673	25,650	(c)	27,323,933	47,318,461
			(c)	596,885	
			(d)	(25,650)	
			(e)	17,782,170	
			(g)	92,800	
Accumulated deficit	(35,234,879)	(41,636)	(b)	(208,523)	(35,673,317)
			(d)	41,636	
			(d)	(37,115)	
			(f)	(100,000)	
			(g)	(92,800)	
Total stockholders' equity (deficit)	(33,702,205)	(9,636)		18,100,998	11,713,090
Total liabilities, convertible preferred stock and stockholders' equity (deficit)	$ 5,083,203	$ 438		$ 14,246,644	$ 19,330,285

Ekso Bionics, Inc. and Subsidiary
Pro Forma Consolidated Statements of Operations
Period from January 1, 2013 to September 30, 2013
(Unaudited)

	Ekso Bionics	Holdings	Pro forma Adjustments	As Adjusted
Gross revenue	$ 2,514,004	$ -	$ -	$ 2,514,004
Cost of revenue	(1,793,807)	-	-	(1,793,807)
Gross profit	720,197		-	720,197
Operating expenses:				
General and administrative	2,854,332	29,055 (h)	(29,055)	2,854,332
Research and development	2,164,840			2,164,840
Sales and marketing	3,238,832			3,238,832
Total operating expenses	8,258,004	29,055	(29,055)	8,258,004
Loss from operations	(7,537,807)	(29,055)	29,055	(7,537,807)
Other income (expense):				
Interest income	4,003	-	-	4,003
Interest expense	(1,482,950)	-	-	(1,482,950)
Other expense	(73,880)	-	-	(73,880)
	(1,552,827)	-	-	(1,552,827)
Net loss before provision for income taxes	(9,090,634)	(29,055)	-	(9,090,634)
Provision for income taxes	-	-	-	-
Net loss	$ (9,090,634)	$ (29,055)	$ 29,055	$ (9,090,634)
EPS				
Basic shares assumed outstanding		(i)		67,946,146
Pro forma net loss per share		(i)		$ (0.13)

Ekso Bionics, Inc. and Subsidiary
Pro Forma Consolidated Statements of Operations
Year ended December 31, 2012

	Ekso Bionics	Holdings	Pro forma Adjustments	As Adjusted
Total revenue	$ 2,706,577	$ -	$ -	$ 2,706,577
Cost of revenue	(2,336,277)	-	-	(2,336,277)
Gross profit	370,300	-	-	370,300
Operating expenses:				
General and administrative	4,381,066	12,581(h)	(12,581)	4,381,066
Research and development	4,304,317			4,304,317
Sales and marketing	5,925,907			5,925,907
Total operating expenses	14,611,290	12,581	(12,581)	14,611,290
Loss from operations	(14,240,990)	(12,581)	12,581	(14,240,990)
Other income (expense):				
Interest income	10,692	-	-	10,692
Interest expense	(736,346)	-	-	(736,346)
Other expense	(75,315)	-	-	(75,315)
Total other income (expense), net	(800,969)	-	-	(800,969)
Net loss	$ (15,041,958)	$ (12,581)	$ 12,581	$ (15,041,958)
EPS				
Basic shares assumed outstanding			(i)	67,946,146
Pro forma net loss per share			(i)	$ (0.22)

Ekso Bionics Holdings, Inc. (f.k.a. PN Med Group, Inc.), and
Ekso Bionics, Inc.
Notes to Pro Forma Consolidated Financial Statements
(Unaudited)

Note 1 - INTRODUCTION

The Merger, Offering and Other Related Transactions

In January 2014, Ekso Bionics entered into and executed several contemporaneous and related transactions (together, the "Transaction"), as described below.

Merger

Ekso Bionics Holdings, Inc., formerly known as PN Med Group, Inc. ("Holdings"), was incorporated in the State of Nevada on January 30, 2012, as a distributor of medical supplies and equipment to municipalities, hospitals, pharmacies, care centers, and clinics in Chile. Holdings was a "shell company" as defined in Rule 12b-2 of the Exchange Act. Holdings' fiscal year end is currently March 31 but has been changed to December 31 in connection with the Merger as discussed below.

Ekso Bionics, Inc. ("Ekso Bionics") was incorporated in the State of Delaware on January 19, 2005 and is a leading developer and manufacturer of bionic exoskeletons where it has pioneered the field of robotic exoskeletons to augment human strength, endurance and mobility.

On January 15, 2014, Holdings and a newly formed wholly-owned subsidiary of Holdings, Ekso Acquisition Corp. ("Acquisition Sub"), entered into an Agreement and Plan of Merger and Reorganization (the "Merger") with Ekso Bionics. Under the Merger agreement, Acquisition Sub merged with and into Ekso Bionics, with Ekso Bionics remaining as the surviving corporation and with the shareholders of Ekso Bionics exchanging all of their common stock, preferred stock and warrants to purchase such securities issued and outstanding immediately prior to the closing of the Merger into an aggregate of 42,615,546 shares of Holdings' common stock and 621,363 warrants to purchase common stock. These shares are in addition to 4,500,600 outstanding shares of Holdings common stock held by Holdings' shareholders at the time of the Merger.

Upon the closing of the Merger, under the terms of a split-off agreement and a general release agreement, Holdings transferred all of its pre-Merger operating assets and liabilities to a newly formed wholly-owned special-purpose subsidiary ("Split-Off Subsidiary"), and transferred all of the outstanding shares of capital stock of Split-Off Subsidiary to the pre-Merger majority stockholder of Holdings and the former sole officer and director of Holdings (the "Split-Off"), in consideration of and in exchange for (i) the surrender and cancellation of an aggregate of all shares of Holdings' common stock held by such stockholder (which will be cancelled and will resume the status of authorized but unissued shares of our common stock) and (ii) certain representations, covenants and indemnities.

Holdings' Articles of Incorporation were amended prior to the Merger to authorize the issuance of 500,000,000 shares of common stock and 10,000,000 million shares of "blank check" preferred stock.

Ekso Bionics, as the accounting acquirer, will record the Merger as the acquisition of Holdings, accompanied by a recapitalization, as the sellers of Ekso Bionics effectively control the combined companies immediately following the transaction. As such, Ekso Bionics is deemed to be the accounting acquirer in the transaction and, consequently, the transaction is being treated as a reverse acquisition. Accordingly, the assets and liabilities and the historical operations that will be reflected in Holdings' ongoing financial statements will be those of Ekso Bionics and will be recorded at the historical cost basis of Ekso Bionics. Holdings' historical capital accounts and retained earnings will be retroactively adjusted to reflect the split-off of assets and liabilities, and the equivalent number of shares issued by it in the Transaction while Ekso Bionic's historical accumulated deficit will be carried forward.

In accordance with "reverse merger" accounting treatment, Holdings' historical financial statements as of period end, and for periods ended, prior to the Merger will be replaced with the historical financial statements of Ekso Bionics prior to the Merger in all future filings with the SEC. This accounting is identical to that resulting from a reverse merger, except that no goodwill or other intangible assets are recorded. Merger costs (consisting of legal, accounting and other professional fees) have been reflected as a reduction of PPO proceeds in the pro forma financial statements. The Merger is intended to be treated as a tax-free exchange under Section 368(a) of the Internal Revenue Code of 1986, as amended.

Private Placement Offering

On January 15, 2014, in contemplation of the Merger, Holdings closed a private placement offering (the "PPO") of 15,580,000 Units of securities at a purchase price of $1.00 per Unit, each Unit consisting of one share of the common stock and a warrant to purchase one share of common stock at an exercise price of $2.00 per share and a term of five years (the "PPO Warrants") for a total of $15,580,000 in cash proceeds. The PPO included the issuance of 5,000,000 shares of common stock and a warrant to purchase 2,500,000 shares of common stock ("Bridge Warrants") upon conversion of the Bridge Notes as discussed below.

In January 2014, 250,000 shares of Holdings' common stock were issued to an adviser to Ekso Bionics.

Bridge Note Financing

In November 2013, Ekso completed a private placement to accredited investors of $5,000,000 of its senior subordinated secured convertible notes (the "Bridge Notes"). Stated interest on the Bridge Notes was 10% per annum payable on July 15, 2014, subject to earlier conversion as described below. Interest on the Bridge Notes was payable at maturity; provided that if the Bridge Notes are converted as described below, accrued interest would be forgiven.

Upon the closing of the Merger and the PPO, the outstanding principal amount of the Bridge Notes was automatically converted into Units (as described above) at a conversion price of $1.00 per Unit, and investors in the Bridge Notes received a warrant to purchase a number of shares of common stock equal to 50% of the number of shares of common stock contained in the Units into which the Bridge Notes were converted (aggregate warrants to purchase 2,500,000 shares of common stock), at an exercise price of $1.00 per share for a term of three years (the "Bridge Warrants").

Other Warrants

In addition to the PPO Warrants and Bridge Warrants discussed above, warrants on shares of common stock totaling 2,058,000 were issued to certain placement agents for services in connection with the PPO. Warrants to purchase 225,000 shares of common stock were also issued to a prior lender in connection with the Merger who provided an accommodation.

Stock Options to Directors, Officers and Employees

Director, officer and employee options to purchase shares of Ekso Bionics' common stock issued and outstanding immediately prior to the closing of the Merger converted into like options to purchase equivalent shares of Holdings common stock. It is assumed that the conversion of options does not give rise to any gain or loss for financial reporting purposes, and therefore, there is no accounting consequence reflected in these pro forma financial statements.

Director options to purchase 450,000 shares of common stock and employee options to purchase 1,850,000 shares of common stock are not issued as part of the Merger, and therefore, no expense is included in these pro forma financial statements.

Note 2 – PRO FORMA PRESENTATION

General

The unaudited pro forma consolidated balance sheet as of September 30, 2013, and the unaudited pro forma consolidated statements of operations for the nine months ended September 30, 2013 and for the year ended December 31, 2012 give effect to:

1) the convertible Bridge Note financing in November 2013,
2) the Merger with Holdings in exchange for stock, warrants and options including conversion of Ekso Bionics' preferred stock to common stock,
3) the offering and sale of 20,580,000 Units (including the conversion of the Bridge Loan), at a purchase price of $1.00 per Unit, each Unit consisting of one share of common stock and a warrant to purchase one share of common stock (at an exercise price of $2.00 per share and a term of five years) for $15,580,000 in cash proceeds, and warrant to purchase 2,500,000 shares of common stock issued upon conversion of the Bridge Loan,
4) the repayment of the Senior Secured Note, and
5) the issuance of warrants for the purchase of 2,058,000 shares of common stock to the placement agents for services in connection with the transaction, and a warrant for the purchase of 225,000 shares of common stock to a prior lender who made an accommodation,

as if those transactions occurred on September 30, 2013 for purposes of the pro forma consolidated balance sheet, and on the first day of the respective period for purposes of the pro forma consolidated statement of operations.

Pro forma Adjustments

Adjustments to the accompanying unaudited pro forma consolidated financial statements are as follows:

Balance Sheet

(a) Reflects the proceeds from the sale of convertible bridge notes totaling $5,000,000 less costs of issuance of $587,000, which closed in November 2013 based upon the assumption the transaction occurred as of September 30, 2013.
(b) Reflects principal and interest payments made and interest accrued on the Senior Secured Note between October 1, 2013 and January 15, 2014.
(c) Reflects all outstanding pre-merger Ekso Bionics convertible preferred stock converted into equivalent Holdings common stock, as if such conversions and exchanges occurred as of September 30, 2013. The conversion of pre-merger convertible preferred stock into Holdings common stock will be accounted for at the carryover basis because the conversion/exchange was pursuant to the original terms of the respective agreements.

(d) Reflects the recapitalization of Holdings to adjust the par value to $0.001 per share for 42,615,546 shares of common stock issued to Ekso Bionics shareholders and to the 4,500,600 shares held by Holdings pre-merger shareholders as if such recapitalization occurred at September 30, 2013. Also reflects split-off of Holdings' assets and liabilities, and the elimination of Holdings' accumulated deficit for periods prior to the Merger into Ekso Bionics for accounting purposes.

(e) Reflects the proceeds from the sale of 20,580,000 Units of securities (including the conversion of the Bridge Notes) for $15,580,000 in cash (excluding the proceeds from the Bridge Notes) and the conversion of the Bridge Notes into 5,000,000 shares of common stock with warrants to purchase 2,500,000 shares of common stock, net of estimated costs (consisting of placement agent commissions, legal and accounting fees) of approximately $2,190,000, assumed to be paid in cash at time of closing as if the transactions occurred at September 30, 2013. The fair value of (i) the 250,000 shares issued to an adviser, and (ii) 2,058,000 warrants issued to the Bridge Placement Agent and Placement Agent, will be accounted for at fair value as an increase in accumulated paid in capital (APIC) and a decrease to the proceeds raised in the offering; accordingly, there is no net effect on equity and, therefore, these issuances are not reflected in the pro forma financial statements. The conversion of the Bridge Notes into Holdings' common stock is assumed to be accounted for at the carryover basis because the conversion/exchange was pursuant to the original terms of the agreement.

(f) Reflects the repayment of the Senior Secured Note including a $100,000 prepayment penalty recorded as interest expenses/accumulated deficit as if such repayment occurred at September 30, 2013.

(g) Reflects the issuance of warrants to purchase 225,000 shares of common stock at the estimated fair value of $92,800 to a prior lender in connection with services related to the conversion of the Bridge Notes and the Merger reflected as an increase in APIC and interest expense/accumulated deficit as if such issuance occurred at September 30, 2013.

Pro forma consolidated statements of operations for the nine months ended September 30, 2013 and the year ended December 31, 2012

(h) Eliminates Holdings' expenses as if the split-off occurred at the beginning of the periods presented.

(i) The pro forma weighted average shares outstanding gives effect to the exchange of pre-merger shares and the newly issued shares in the Merger as if the exchange and issuance occurred at the beginning of the periods presented. The effect of any potentially dilutive warrants and options were anti-dilutive; therefore, dilutive earnings per share is equivalent to basic earnings per share.

The pro forma consolidated statements of operations do not eliminate interest expense (including the mark-to-market adjustments) related to the November 2012 Bridge Note which was converted into Series B convertible preferred stock in May 2013 and then converted into common stock in the Merger, nor the interest expense (including the mark-to-market adjustments) related to the warrants on preferred stock accounted for as liabilities prior to being converted into common stock in the Merger because the assumption that such financings would not have occurred because of the Merger is not sufficiently supportable. Interest expense which has not been eliminated in the pro forma consolidated statement of operations for these liabilities is as follows:

	Nine months ended September 30, 2013	Year ended December 31, 2012
Senior Secured Note	$ 499,000	$ 508,000
November 2012 convertible bridge note	$ 962,000	$ 216,767

(The historical statements of operations through September 30, 2013 do not include interest expense related to the second Bridge Note issued in November 2013 which converted to common stock in the Merger transaction. As a result, there is no adjustment to eliminate the related interest expense.)

The estimated fair value of $92,800 for the warrants to purchase 225,000 shares of common stock issued to a prior lender as an accommodation related to the Merger has not been reflected in the pro forma statements of operations because the amount is directly related to the Merger and is non-recurring.