
**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): **April 6, 2018**

BIOTECH PRODUCTS SERVICES AND RESEARCH, INC.

(Exact name of registrant as specified in its charter)

Nevada

(State or other jurisdiction
of incorporation)

000-55008

(Commission
File Number)

47-4180540

(IRS Employer
Identification No.)

**4045 Sheridan Avenue, Suite 239
Miami, FL**

(Address of principal executive offices)

33140

(Zip Code)

Registrant's telephone number, including area code: **(888) 963-7881**

N/A

(Former name or former address, if changed since last report)

With a copy to:
Philip Magri, Esq.
Magri Law, LLC
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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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Item 1.01 Entry into a Material Definitive Agreement.

The disclosure under Item 5.02 of this Current Report on Form 8-K is incorporated by reference herein.

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

Resignation of Peter Taddeo

On April 6, 2018, Peter Taddeo (“**Taddeo**”) resigned as a member of the Board of Directors of Biotech Products Services and Research, Inc., a Nevada corporation (“**BPSR**” or the “**Company**”), and as the Chief Executive Officer and member of the Board of Directors of Mint Organics, Inc., a Florida corporation and subsidiary of the Company (“**Mint Organics**”), and Mint Organics Florida, Inc., a Florida corporation and wholly-owned subsidiary of Mint Organics (“**Mint Florida**,” and together with the Company and Mint Organics, the “**Company Entities**”), effective immediately.

Mr. Taddeo indicated that his resignation was due to his decision to pursue other personal objectives, particularly in light of the Company Entities’ ongoing lack of adequate working capital to demonstrate the ability to fund a reasonable level of future cash compensation to Mr. Taddeo and the additional capital required to sustain future efforts required to successfully pursue obtaining a license to operate cannabis dispensaries.

The Company’s Board of Directors accepted Mr. Taddeo’s resignation and thanked him for his past services.

Taddeo Separation and General Release Agreement

In connection with Mr. Taddeo’s resignation, Mr. Taddeo entered into a Separation and General Release Agreement (the “**Separation Agreement**”), effective April 6, 2018 (the “**Effective Date**”), with the Company Entities and Ian T. Bothwell (“**Bothwell**”), the Chief Financial Officer and member of the Board of Directors of the Company (only with respect to Section 2(e) of the Separation Agreement). Pursuant to the Separation Agreement, Mr. Taddeo resigned from all positions with the Company Entities effective immediately and agreed to release the Company Entities from all obligations in connection with Taddeo’s employment agreement, dated May 1, 2017 (the “**Taddeo Employment Agreement**”), with Mint Organics and all other agreements and/or financial obligations between the parties related to the Taddeo’s employment or services performed with any of the Company Entities. In consideration for Taddeo entering into the Separation Agreement, the Company Entities agreed to pay Taddeo \$5,000 within three days of the Effective Date. Also, pursuant to Section 2(e) of the Separation Agreement, the Company and Bothwell agreed that within three (3) business days after the Effective Date, BPSR or Bothwell, to be determined at BPSR’s sole discretion, shall pay the amount of \$5,000 or \$3,000, respectively, via wire transfer or other reasonable acceptable payment form to Taddeo for the purchase of the One Million (1,000,000) shares of common stock of BPSR that were granted to Taddeo in connection with the Taddeo Employment Agreement.

The Separation Agreement also contained customary release, non-disparagement and confidentiality clauses. The Separation Agreement is filed as Exhibit 10.1 to this Form 8-K and is incorporated by reference herein.

Taddeo Share Purchase and General Release Agreement

In connection with Taddeo's resignation, Taddeo entered into a Share Purchase and General Release Agreement (the "**Purchase Agreement**"), dated April 6, 2018 (the "**Effective Date**"), with the Company Entities. Pursuant to the Purchase Agreement, BPSR agreed to purchase from Taddeo his 150 shares (the "**Shares**") of Series A Convertible Preferred Stock, par value \$0.001 per share (the "**Series A Preferred Stock**"), of Mint Organics for an aggregate purchase price of \$40,000 (the "**Purchase Price**"), (i) \$25,000 of which was payable upon the parties' execution of Purchase Agreement ("**Initial Payment Amount**"), but no later than three days from the Effective Date, and (ii) \$15,000 of which is payable no later than 45 days from the Effective Date ("**Future Payment Amount**").

Pursuant to the term of the Purchase Agreement, Taddeo agreed to release the Company Entities from all obligations in connection with Taddeo's \$150,000 investment in Mint Organics to acquire the Series A Preferred Stock during February 2017. In addition, under the terms of the Purchase Agreement, such agreement shall be terminated immediately upon BPSR's failure to make any of the Purchase Price payments within the deadlines prescribed in the Purchase Agreement and all further obligations of the parties under Purchase Agreement shall terminate without liability of any party to the other parties to Purchase Agreement. Also, if the Purchase Agreement is terminated due to BPSR's failure to make any of the required Purchase Price payments, then Taddeo shall retain ownership of the Shares which will be immediately converted into BPSR common stock, BPSR shall have no rights to purchase the Shares, despite having already paid any amounts associated with the Purchase Price and the above-mentioned release will null and void. The applicable conversion price of the Shares shall be determined based on the average closing price of BPSR common stock for the previous 10 trading days ending on the 45th day from the Effective Date.

The Purchase Agreement also contained customary release, non-disparagement and confidentiality clauses. The Purchase Agreement is filed as Exhibit 10.2 to this Form 8-K and is incorporated by reference herein.

Amendment No. 2 to Ian T. Bothwell Employment Agreement

On April 6, 2018, BPSR and Ian T. Bothwell entered into Amendment No. 2 (the "**Bothwell Amendment**") to Bothwell's Employment Agreement, dated November 4, 2016 and amended on March 8, 2017 (the "**Bothwell Employment Agreement**") pursuant to which Bothwell serves as a member of the Board of Directors and Chief Financial Officer of the Company and subsidiaries.

Pursuant to the Bothwell Amendment,

- Section 1 (Term) of the Bothwell Employment Agreement was amended to increase initial and automatic renewal terms of the Bothwell Employment Agreement from three years to five years, unless either party provides written notice of its intention not to extend the term of the Bothwell Employment Agreement at least 90 days prior to the applicable renewal date.
- Section 4.4(a) (Equity Awards) of the Bothwell Employment Agreement was amended by adding that in the event of an occurrence of a Change in Control (as defined in the Bothwell Employment Agreement) or termination of the Bothwell Employment Agreement pursuant to the terms thereof, the exercise price for all outstanding warrants granted to Bothwell to purchase common stock of the Company during the term of the Bothwell Employment Agreement shall be reduced to \$0.001 per share.
- Section 4.5(b) (Fringe Benefits and Perquisites) of the Bothwell Employment Agreement was amended to change Bothwell's automobile expense allowance from \$600 to \$2,500 per month plus all expenses related to the maintenance, repair and operation of such automobile including, but not limited to, gas, oil and insurance premiums.

- Section 4.5(c) (Fringe Benefits and Perquisites) of the Bothwell Employment Agreement by deleting the \$2,500 cap for the Company's reimbursement Bothwell's for all office rent and other direct expenses (phone, internet, copier, and direct administrative fees, etc.).
- Section 5.1(xiii) (Non-renewal by the Executive, Termination for Cause or Resignation without Good Reason) which stated that the termination of Bruce Werber constituted as Good Reason for Bothwell's resignation was deleted.
- Section 5.2(a) (Non-renewal by the Company, Termination without Cause or Resignation for Good Reason) of the Bothwell Employment Agreement was amended to increase the amount of Base Salary (as defined in the Bothwell Employment Agreement) payable by the Company to Bothwell in the event the Bothwell Employment Agreement is terminated by Bothwell for Good Reason (as defined therein) or by the Company without Cause (as defined therein) or on account of the Company's failure to renew the Bothwell Agreement, from one year following the termination date or the remaining term of the Agreement, whichever is longer, to the greater of the remaining portion of the employment term or three years following the termination date.
- Section 5.4(b) (Change in Control Termination) of the Bothwell Employment Agreement was amended to increase the lump sum payment payable to Bothwell upon Bothwell's resignation for Due Cause (as defined in the Bothwell Employment Agreement) or termination without Cause (as defined in the Bothwell Employment Agreement) within 12 months following a Change in Control (as defined in the Bothwell Employment Agreement) from three to five years the sum of the Bothwell's base salary and target bonus for the year in which the termination date occurs (or if greater, the year immediately preceding the year in which the Change in Control occurs), which shall be paid within 50 days following the termination date and all outstanding unvested stock options and warrants granted to Bothwell shall become fully vested and exercisable for the remainder of their full term and the exercise price of any such options and warrants shall be reduced to par value (\$0.001) per share.

The Bothwell Amendment is filed as Exhibit 10.3 to this Form 8-K and is incorporated by reference herein.

Amendment No. 2 to Maria I. Mitrani Employment Agreement

On April 6, 2018, BPSR and Maria I. Mitrani (" **M. Mitrani** ") entered into Amendment No. 2 (the " **M. Mitrani Amendment** ") to M. Mitrani's Employment Agreement, dated November 4, 2016 and amended on March 8, 2017 (the " **M. Mitrani Employment Agreement** ") pursuant to which M. Mitrani serves as a member of the Board of Directors and Chief Science Officer and Executive Vice President of the Company.

Pursuant to the M. Mitrani Amendment,

- Section 4.4(a) (Equity Awards) of the M. Mitrani Employment Agreement was amended to provide that in the event of Change in Control (as defined in the M. Mitrani Employment Agreement) or termination of the M. Mitrani Employment Agreement by M. Mitrani with Good Reason or by the Company without Cause (as defined in the M. Mitrani Employment Agreement) or non-renewal, or upon the death or disability of M. Mitrani, the exercise price for all outstanding warrants granted to M. Mitrani to purchase common stock of the Company during the term of the M. Mitrani Employment Agreement shall be reduced to \$0.001 per share.
- Section 5.4(b)(i) (Change in Control Termination) of the M. Mitrani Employment Agreement was amended to provide that in the event the M. Mitrani Employment agreement was terminated by the Company without Cause or by M. Mitrani without Good Reason (as defined in the M. Mitrani Employment Agreement) within 12 months following a Change in Control (as defined in the M. Mitrani Employment Agreement) all outstanding unvested stock options and warrants granted to M. Mitrani during the Employment Term shall become fully vested and exercisable for the remainder of their full term and the exercise price of any such options and warrants shall be reduced to par value (\$0.001) per share;

The M. Mitrani Amendment is filed as Exhibit 10.4 to this Form 8-K and is incorporated by reference herein.

Item 9.01 Financial Statements and Exhibits.

Exhibit No.:	Document Description:
10.1	<u>Separation and General Release Agreement, dated April 6, 2018, by and between Peter Taddeo, and Mint Organics, Inc., Mint Organics Florida, Inc., Biotech Products Services and Research, Inc. and Ian T. Bothwell</u>
10.2	<u>Share Purchase and General Release Agreement, dated April 6, 2018, by and between Peter Taddeo and Biotech Products Services and Research, Inc. and Mint Organics, Inc.</u>
10.3	<u>Amendment No. 2, dated April 6, 2018, to Employment Agreement between Biotech Products Services and Research, Inc. and Ian T. Bothwell</u>
10.4	<u>Amendment No. 2, dated April 6, 2018, to Employment Agreement between Biotech Products Services and Research, Inc. and Maria I. Mitrani</u>

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.

**BIOTECH PRODUCTS SERVICES AND
RESEARCH, INC.**

Dated: April 12, 2018

By: */s/ Albert Mitrani*

Albert Mitrani

President and Chief Executive Officer

(Principal Executive Officer)

SEPARATION AND GENERAL RELEASE AGREEMENT

This Separation and General Release Agreement (“Agreement”) is entered into by and between Peter Taddeo (“Executive”) and Mint Organics, Inc., a Florida corporation (“Mint Organics”), Mint Organics Florida, Inc., a Florida corporation and subsidiary of Mint Organics (“Mint Florida”), and Biotech Products Services and Research, Inc., a Nevada corporation and the parent company of Mint Organics and Mint Florida (“BPSR” and collectively BPSR, Mint Organics and Mint Florida are referred to as the “Company Entities”) and Ian T. Bothwell only with respect to Section 2(e) of this Agreement. Executive and each of the individual Company Entities are sometimes referred to herein as a “Party” and collectively as the “Parties”. This Agreement is effective on the date this Agreement has been executed by all the Parties (the “Effective Date”).

WHEREAS, Executive serves as an executive officer and member of the Board of Directors of Mint Organics and Mint Florida pursuant to that certain Employment Agreement effective May 1, 2017, with Mint Organics (the “Employment Agreement”) and the Executive also serves as member of the Board of Directors of BPSR;

WHEREAS, all prior agreements between Executive and the Company Entities pertaining to Executive’s employment with any of the Company Entities or appointment to the Board of Directors of any of the Company Entities, whether written or oral, including the Employment Agreement, are fully superseded by this Agreement effective on the Effective Date unless specifically otherwise set forth herein;

WHEREAS, the effectiveness of this Agreement is subject to contemporaneous execution of the Share Purchase and General Release Agreement (“Purchase Agreement”) and attached hereto as Exhibit B;

WHEREAS, each of the Parties have determined it is in the best interest of all Parties to terminate the Executive’s current roles and obligations to perform services to any of the Company Entities as of the Effective Date;

WHEREAS, the Parties now desire to enter into this Agreement for the purpose of resolving any and all obligations and/or differences, which each of the Parties now have or in the future may have with respect to the Company Entities employment of the Executive or his service as an executive officer and director of any of the Company Entities, and to settle and resolve forever any and all alleged claims arising out of Executive’s employment with the Company Entities and involvement in any capacity with any of the Company Entities, his service as an officer and/or director with any of the Company Entities and involvement in any capacity with any of the Company Entities, or his separation from the Company Entities; and

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration set forth in this Agreement, the receipt of which is acknowledged, Executive and the Company Entities agree as follows:

1. Separation from Employment. Executive and Company acknowledge that Executive’s employment with any of the Company Entities and membership on the Board of Directors of any of the Company Entities will terminate effective immediately on the Effective Date. The Parties desire to enter into a settlement as described in this Agreement upon Executive’s termination from employment with the Company Entities in (i) full satisfaction of all obligations of the Company Entities to Executive pursuant to the terms of the Employment Agreement, (ii) full satisfaction of all obligations of the Company Entities to Executive in connection with all other agreements and/or financial obligations between the Parties related to the Executive’s employment or services performed with any of the Company Entities, and (iii) Executive’s release of any claims existing under the Employment Agreement or any other agreement, understanding, or otherwise related to his employment and/or involvement with the Company Entities and their affiliates and representatives and the other promises and covenants set forth in this Agreement. By signing this Agreement and accepting the consideration set forth below, the Parties agree to be bound by the terms of this entire Agreement.

2. Separation Terms.

a. Resignation of Positions. Executive agrees that effective as of the Effective Date, he shall resign from all positions held with any of the Company Entities.

b. Resignation of Board Positions. Executive agrees that effective as of the Effective Date, he shall resign all his positions with the Board of Directors of any of the Company Entities.

c. Financial Obligations Owning To Executive. Executive agrees that effective as of the Effective Date, Executive will no longer be owed any monetary amounts by the Company Entities and/or the Releasees (defined below), including all obligations arising from the Employment Agreement. Specifically, Executive waives all rights to:

i. all past and future salary and bonus that may be accrued, unpaid and owing as of the Effective Date;

ii. all severance payments associated with the termination of the Employment Agreement;

iii. all past and future employee benefits that may be accrued, unpaid or owing in connection with the Employment Agreement;

iv. all accrued and unreimbursed expenses and future expenses yet to be submitted in connection with business related payments incurred and made on behalf of the Company Entities by the Executive;

v. all accrued and unreimbursed travel and entertainment expenses, including travel and entertainment expenses yet to be submitted that were incurred by the Executive; and

vi. any and all debt and/or equity securities of the Company Entities that may be due to Executive in connection with the Employment Agreement, including performance plans, bonuses and/or other promises made to Executive.

d. Settlement Payments To Executive. Within three (3) business days after the Effective Date, one of the Company Entities shall pay the Executive the amount of \$5,000.00 via wire transfer or other reasonable acceptable payment form to Executive.

e. Repurchase of previous shares of common stock of BPSR granted to Executive. Within three (3) business days after the Effective Date, BPSR or Mr. Ian Bothwell (“Purchaser”), to be determined at BPSR’s sole discretion, shall pay the amount of \$5,000 or \$3,000, respectively, via wire transfer or other reasonable acceptable payment form to Executive for the purchase of the One Million (1,000,000) shares of common stock of BPSR that were granted to Executive in connection with the Employment Agreement (“Granted Stock”). Upon receipt of the required cash payment described above, and within three (3) business days thereafter, Executive shall take and perform all necessary steps to transfer his ownership in the Granted Stock to the Purchaser, including but not limited to, the delivery of the certificates evidencing the Granted Stock and a duly endorsed stock power.

f. Preservation of Records. Upon the effectiveness of this Agreement, Executive shall return all records (electronic and/or paper) relating the Company Entities in the possession of Executive and shall destroy all electronic files once copied and provided to the Company Entities as prescribed herein.

g. Cooperation. Executive agrees to provide reasonable access and support to the Company Entities in connection with facilitating the transition of administration and other services previously performed by the Executive to the designated personnel of the Company Entities who may be in charge of performing those functions. This shall among other things include assistance and support in connection with the Company Entities' existing SEC financial reporting requirements.

h. Non - Compete. The Executive agrees that he shall not-compete with any of the Company Entities in connection with obtaining access, rights or licenses to operate any of the permitted activities associated with the Cannabis industry in the State of Florida for a period equal to the *earlier* of (a) 18 months from the Effective Date or (b) the time that the Company Entities formally disclose its decision to cease pursuing any business related to the Cannabis industry.

i. Acknowledgment. Executive acknowledges and agrees that Executive is not owed any amounts with respect to his employment with any of the Company Entities and accordingly no amounts are owed by the Company Entities in connection with fulfillment of obligations pursuant to this Agreement, except as specifically provided for herein.

3. Release of Company Group by Executive. Except for those obligations set forth in this Agreement, Executive, for himself, his heirs, executors, administrators and assigns, hereby RELEASES, ACQUITS AND FOREVER DISCHARGES the Company Entities and their predecessors, successors, assigns, divisions, subsidiaries parents, and affiliates (the "Company Group"), and each and all former, present and future officers, directors, shareholders, members, executives, agents, and representatives of any member of the Company Group (all of whom are hereinafter collectively referred to as "Releasees") from any and all claims, demands and causes of action of any kind or character, whether known or unknown, which Executive ever had, now has or may hereafter have against any of Releasees, arising out of any act, omission, transaction or event occurring prior to or as of the Effective Date, including, without limitation, those related to Executive's employment by Company, the termination of his employment, including any rights or benefits thereunder or Executive acting a member of the Board of Directors of the Company Entities (the "Company Release"). Without limiting the generality of the foregoing, it is understood and agreed that this release constitutes and includes a release by Executive of Releasees from any and all claims, grievances, demands, charges, liabilities, obligations, actions, causes of action, damages, costs, losses of services, expenses, and compensation of any nature whatsoever, whether based on tort, contract or other theory of recovery, on account of, or in any way growing out of Executive's employment with or separation from Company, including, but not limited to, any claims arising under any of the following statutes: Title VII of the Civil Rights Act of 1964; the Americans with Disabilities Act of 1990; the Age Discrimination in Employment Act; the Older Workers' Benefit Protection Act; the Fair Labor Standards Act; the National Labor Relations Act; the Fair Credit Reporting Act; the Executive Retirement Income Security Act and all state law equivalents; and any other foreign, domestic, state or federal statute or regulation governing the employment relationship or Executive's rights, or Company's obligations, in connection with any of the foregoing. This Company Release also constitutes a release of any claim or cause of action for the following: invasion of privacy; intentional or negligent infliction of emotional distress; wrongful termination; promissory estoppel; false imprisonment; defamation; negligent hiring, retention, and/or supervision; negligence or gross negligence; breach of express or implied contract; breach of any implied covenant; tortious interference with contract or business relations; misrepresentation; deceptive trade practices; fraud; denial of employment benefits, including, but not limited to, health and retirement benefits, claims for options to acquire Common Stock and/or for vesting of Common Stock, commissions/bonus pay, and/or sick pay. Executive further agrees not to bring any action in any judicial, administrative or other proceeding against any of the Releasees, or any of them, alleging any such claims. Notwithstanding anything to the contrary in this Agreement, this Company Release does not constitute a release or waiver of Executive's right to file a charge or participate in an investigation or proceeding conducted by the Equal Employment Opportunity Commission ("EEOC") or any other governmental entity with jurisdiction to regulate employment conditions or relations; *provided, however*, Executive does release and relinquish any right to receive any money, property, or any other thing of value, or any other financial benefit or award, as a result of any proceeding of any kind or character initiated by the EEOC or any other governmental entity with jurisdiction to regulate employment conditions or relations.

4. Waiver. Executive hereby acknowledge and agrees that the Company Release constitutes a general release against Releasees, and Investor, for himself, his heirs, executors, administrators and assigns, does hereby expressly waive and assume the risk of any and all claims for damages against any of Releasees that exist as of the date of this Agreement but of which he does not know or suspect to exist, whether through ignorance, oversight, error, negligence, or otherwise, and which, if known, would materially affect his decision to enter into this Agreement. Executive further hereby agrees that he is accepting the payments provided above as a full and complete compromise of any and all matters involving disputed issues of law and fact against Releasees, and that he assumes the risk that the facts or law may be otherwise than he believes.

5. Non-Disparagement Agreement.

a. The Executive hereby acknowledges and agrees that he has not, and will not, subsequent to the presentation and execution of this Agreement, verbally or in writing, defame, disparage, deprecate, discredit, vilify, or make any statements to any third parties that in any way may be considered harmful or negatively impact the Company Entities and their executive officers, directors or employees.

b. The Company Entities hereby acknowledge and agree that they and any of their executive officers and directors have not, and will not, subsequent to the presentation and execution of this Agreement, verbally or in writing, defame, disparage, deprecate, discredit, vilify, or make any statements to any third parties that in any way may be considered harmful or negatively impact the Executive.

c. The Executive is aware that BPSR is required to make public disclosure pursuant to the regulations of the SEC regarding the resignation and departure of the Executive from his management and board of director positions. Executive has read the attached Exhibit A and acknowledges and agrees that such description is an accurate description surrounding the resignation and that BPSR is permitted to disclose the resignation and termination of the Executive in a manner consistent with the intent and language contained in Exhibit A.

6. Non-Disclosure of Confidential Information. For purposes of this Agreement, “Confidential Information” means any proprietary information of the Company Group and information not generally known by persons who are not executives or agents of a member of the Company Group, which any member of the Company Group has at any time shared with Executive and which Executive may obtain knowledge of or access to or may have obtained knowledge of or access to through or as a result of Executive’s employment with or engagement by the Company (including, but not limited to, information and materials conceived, originated, discovered or developed in whole or in part by Executive at the request or for the benefit of any member of the Company Group while employed by the Company Entities). Confidential Information may be written, verbal, or recorded by electronic, magnetic or other methods, whether or not expressly identified as “confidential” by the Company Entities. Confidential Information may include, but it is not limited to, the following information and materials:

a. Financial information;

b. Communications received from, sent to or exchanged between any member of the Company Group and Executive;

c. Communications received from, sent to or exchanged between any member of the Company Group and any third party, including customers or prospective customers which use, or have used, or to which a member of the Company Group has provided, or to whom a member of the Company Group has made a proposal with respect to any of such member's services;

d. Information about the Company Group's charges to its customers or vendors, including invoices, statements, accounting records, bids, proposals, contracts and any other information regarding amounts charged to or paid by customers or vendors;

e. Information about the Company Group's marketing, business development or growth plans, strategies or concepts including presentations, proposals, offers, bids, submittals or drafts of any of the same.

7. Non-Disclosure or Use of Confidential Information. Executive agrees that he will not disclose nor use, directly or indirectly, for Executive's own benefit or for the benefit of any other person or entity (except a member of the Company Group) any Confidential Information. Executive will not publish copy, disclose, convey or transfer any Confidential Information to any person or entity, or otherwise utilize any Confidential Information for any purpose.

8. Confidentiality. Executive acknowledges and agrees that he has an affirmative obligation to inform any potential employers, business partners, or business associates and any company or employer for whom he performs services within the possible scope of this Agreement of the existence of the provisions of this Agreement regarding confidentiality, non-disparagement, and non-disclosure. Executive further acknowledges that the Company has an obligation under federal securities laws to disclose the fact that Executive's employment with the Company has been terminated. Subject to the foregoing, each Party hereby acknowledges, represents, and agrees to keep the fact of this Agreement and all of its terms completely confidential and further agrees not to disclose any information concerning this Agreement to any person (except to his or the Company Entities attorneys, financial or tax advisors, or as otherwise may be required by law or in connection with a legal proceeding brought against a Party hereto or to individuals who otherwise have a need to know). Each Party further agrees that disclosure by either Party of the existence, terms, and conditions of this Agreement in violation of this Section 8 constitutes a material breach of this Agreement.

9. No Admission of Liability. Neither the execution of this Agreement, nor the performance of the consideration given for this Agreement, shall constitute nor be deemed to be an admission of liability on the part of any Party hereto, all of which is expressly denied.

10. Acknowledgments. Executive acknowledges that he is fully informed as to the terms, contents, conditions and effects of this Agreement and that, in executing this Agreement, he does not rely and has not relied upon any representation (oral or written) or statement made by the Company, any of its officers or directors or its attorneys, including, but not limited to, any representation or statement with regard to the subject matter, basis, or effect of this Agreement. Executive further acknowledges the following:

a. he has been advised to consult with an attorney of his choosing prior to executing this Agreement;

b. he is over the age of eighteen (18) years, of sound mind and otherwise competent to execute this Agreement; and

c. he is entering into this Agreement knowingly and voluntarily and without any undue influence or pressures.

11. OWBPA Notice. Executive acknowledges that, in accordance with the provisions of the Age Discrimination in Employment Act (“ADEA”) and the Older Workers Benefit Protection Act (“OWBPA”), Executive has twenty-one (21) days to consider the terms of this Agreement and was advised to consult with an attorney before signing this Agreement. Executive has also been notified that he has a right for up to seven (7) days to revoke this Agreement after he has signed it. Executive has agreed to waive all rights pursuant to this Section 11 to revoke this Agreement and desires the Agreement to be effective upon execution.

12. Attorneys’ Fees. The Parties acknowledge that any violation or threatened violation of any of the provisions of this Agreement would constitute a material breach of this Agreement and that the prevailing Party shall be entitled to compensatory damages, attorneys’ fees, costs, and such other and further relief to which the prevailing Party may show itself justly entitled.

13. Governing Law; Jurisdiction. This Agreement is made and entered into in the State of Florida and shall in all respects be interpreted, enforced, and governed under the laws of the State of Florida (without regard to its conflicts of law principles). Each Party hereby submits to the jurisdiction and venue of the courts in Miami-Dade County, Florida for purpose of any litigation related to this Agreement.

14. Savings Clause. Should any provision of this Agreement be declared or be determined by any court to be illegal, invalid, or unenforceable, the enforceability of the remaining parts, terms, or provisions shall not be affected thereby and said illegal or invalid part, term, or provision shall be deemed not to be a part of this Agreement.

15. Counterparts/Entirety of Agreement. This Agreement may be executed in counterparts, each of which shall constitute an original, and which together shall constitute a single instrument. It is understood and agreed that this Agreement sets forth the entire agreement between the Parties and supersedes any and all prior agreements, arrangements, or understandings between the Parties relating to the subject matter contained in this Agreement. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. Furthermore, this Agreement cannot be changed or terminated orally. Nothing in this Agreement shall be construed, however, to alter or in any way change Executive’s ongoing responsibilities and commitments under common law or pursuant to any other similar agreements to preserve and not to disclose Company’s confidential and proprietary information.

16. Binding Effect. It is agreed and understood that this Agreement shall be binding upon, and inure to the benefit of, the Parties hereto and their respective heirs, representatives, successors, and assigns.

17. No Assignment. Executive warrants that he has not conveyed or assigned any interest in the any of the matters or claims being released or waived in this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement intending to be fully legally bound.

Date: April 6, 2018

By: /s/ Peter Taddeo

PETER TADDEO

MINT ORGANICS INC.

Date: April 6, 2018

By: /s/ Ian Bothwell

Name: Ian Bothwell

Title: Chief Financial Officer

MINT ORGANICS FLORIDA, INC.

Date: April 6, 2018

By: /s/ Ian Bothwell

Name: Ian Bothwell

Title: Chief Financial Officer

BIOTECH PRODUCTS SERVICES AND RESEARCH, INC.

Date: April 6, 2018

By: /s/ Albert Mitrani

Name: Albert Mitrani

Title: Chief Executive Officer

Date: April 6, 2018

By: /s/ Ian Bothwell

IAN T. BOTHWELL only with respect to his obligations under Section 2(e) hereof

SHARE PURCHASE AND GENERAL RELEASE AGREEMENT

This Share Purchase and General Release Agreement (“**Agreement**”) is entered into by and between Peter Taddeo (the “**Investor**”) and Biotech Products Services and Research, Inc., a Nevada corporation (“**BPSR**” or the “**Company**”), and Mint Organics, Inc., a Florida corporation and subsidiary of BPSR (“**Mint Organics**”) and together with BPSR, the “**Company Entities**”). Investor and each of the individual Company Entities are sometimes referred to herein as a “**Party**” and collectively as the “**Parties**”. This Agreement is effective on the date this Agreement has been executed by all the Parties (the “**Effective Date**”).

WHEREAS, pursuant to that certain Participation Agreement, dated January 27, 2017 (the “**Participation Agreement**”), between BPSR and the Investor, the Investor purchased 150 shares of Series A Convertible Preferred Stock, par value \$0.001 per share (the “**Series A Preferred Stock**”), of Mint Organics and a warrant exercisable for up to 150,000 shares of BPSR common stock for \$0.15 per share from the date of issuance until the third anniversary of the date of issuance (the “**Warrant**”) for an aggregate purchase price of \$150,000;

WHEREAS, the Parties desire to enter into this Agreement whereby BPSR shall purchase the Investor’s Series A Preferred Stock pursuant to the terms and conditions set forth herein;

WHEREAS, the Parties also desire to enter into this Agreement for the purpose of resolving any and all obligations and/or differences, which the Company Entities or Investor now have or in the future may have with respect to each other, and to settle and resolve forever any and all alleged claims arising out of any Investor’s investment in the Company Entities;

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration set forth in this Agreement, the receipt of which is acknowledged, Investor and the Company Entities agree as follows:

ARTICLE I

SHARE PURCHASE AGREEMENT

Section 1.01 Purchase of Shares. Subject to the terms and conditions set forth herein, on the Effective Date of this Agreement, BPSR shall purchase from Investor, and Investor shall sell to BPSR, Investor’s 150 shares (the “**Shares**”) of Series A Preferred Stock (the “**Share Purchase**”) for an aggregate purchase price of \$40,000 (the “**Purchase Price**”). The Purchase Price shall be paid as follows; (a) \$25,000 upon execution of this Agreement (“**Initial Payment Amount**”), but no later than 3 days from the Effective Date, and \$15,000 to be paid to Investor no later than 45 days from the effective date of this Agreement (“**Future Payment Amount**”). All payments made to the Investor in connection with the Purchase Price will be made by wire transfer of immediately available funds to an account of the Investor designated in writing by the Investor to BPSR. Immediately upon receipt of the Initial Payment Amount in full by Investor, Investor shall deliver to BPSR one or more stock certificates evidencing the Shares, free and clear of all Encumbrances (as defined herein), duly endorsed in blank or accompanied by stock powers or other instruments of transfer duly executed in blank (the “**Transaction Documents**”).

ARTICLE II

REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 2.01 Representations, Warranties and Covenants of the Company Entities. The Company Entities represent, warrant and covenant to the Investor the following:

(a) Due Organization; Good Standing. They are duly incorporated, validly existing and in good standing under the laws of the state of their respective incorporation and have full corporate power and authority to enter into this Agreement, to carry out their obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution and delivery by them of this Agreement, the performance by them of their obligations hereunder and the consummation by them of the transactions contemplated hereby have been duly authorized by all requisite corporate action on the part of such entities. This Agreement has been duly executed and delivered by their respective board of directors, and (assuming due authorization, execution and delivery by Investor) this Agreement constitutes a legal, valid and binding obligation, enforceable against them in accordance with its terms.

(b) No Conflicts; Consents. The execution, delivery and performance by the Company Entities of this Agreement, and the consummation of the transactions contemplated hereby, do not and will not require the consent, notice or other action by any person under any Contract to which any of the Company Entities is a party. No consent, approval, permit, governmental order, declaration or filing with, or notice to, any governmental authority is required by or with respect to Investor in connection with the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby and thereby.

(c) Brokers. No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of any the Company Entities.

Section 2.02 Representations and Warranties of the Investor.

(a) Authority of Investor. Investor has full power and authority to enter into this Agreement and the other Transaction Documents to which Investor is a party, to carry out its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. This Agreement has been duly executed and delivered by Investor , and (assuming due authorization, execution and delivery by the Company) this Agreement constitutes a legal, valid and binding obligation of Investor enforceable against Investor in accordance with its terms. When each other Transaction Document to which Investor is or will be a party has been duly executed and delivered by Investor (assuming due authorization, execution and delivery by each other party thereto), such Transaction Document will constitute a legal and binding obligation of Investor enforceable against it in accordance with its terms.

(b) The Shares are owned of record and beneficially by Investor, free and clear of all liens, pledges, security interests, charges, claims, encumbrances, agreements, options, voting trusts, proxies and other arrangements or restrictions of any kind (“ **Encumbrances** ”).

(c) No Conflicts; Consents. The execution, delivery and performance by Investor of this Agreement and the other Transaction Documents to which it is a party, and the consummation of the transactions contemplated hereby and thereby, do not and will not require the consent, notice or other action by any Person under any Contract to which Investor is a party. No consent, approval, Permit, Governmental Order, declaration or filing with, or notice to, any Governmental Authority is required by or with respect to Investor in connection with the execution and delivery of this Agreement and the other Transaction Documents and the consummation of the transactions contemplated hereby and thereby.

___ (Initials)

(d) Brokers. No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement or any other Transaction Document based upon arrangements made by or on behalf of Investor.

ARTICLE III

RELEASE OF CLAIMS

Section 3.01 Release of Company Group by Investor. Upon the full payment of the Purchase Price to Investor in accordance with the terms herein, Investor, for himself, his heirs, executors, administrators and assigns (the "**Investor Releasees**"), shall RELEASE, ACQUIT AND FOREVER DISCHARGE the Company Entities and their predecessors, successors, assigns, divisions, subsidiaries parents, and affiliates (the "**Company Group**"), and each and all former, present and future officers, directors, shareholders, members, investors, agents, and representatives of any member of the Company Group (all of whom are hereinafter collectively referred to as "**Releasees**") from any and all claims, demands and causes of action of any kind or character, whether known or unknown, which Investor ever had, now has or may hereafter have against any of Releasees, arising out of any act, omission, transaction or event occurring prior to or as of the Closing Date, including, without limitation, those related to Investor's investment into the Company Entities (the "**Company Release**"). Without limiting the generality of the foregoing, it is understood and agreed that this release shall constitute and includes a release by Investor Releasees from any and all claims, grievances, demands, charges, liabilities, obligations, actions, causes of action, damages, costs, losses of services, expenses, and compensation of any nature whatsoever, whether based on tort, contract or other theory of recovery, on account of, or in any way growing out of Investor's involvement with or separation from the Company Entities. Should the Company Entities breach any of their obligations under this Agreement, including payments of the Purchase Price amounts as described herein, this release is void.

Section 3.02 Waiver. The Investor hereby acknowledges and agrees that the Company Release shall constitute a general release against Releasees, and the Investor, for itself, himself, is heirs, executors, administrators and assigns, shall hereby expressly waive and assume the risk of any and all claims for damages against any of Releasees that exist as of the date of this Agreement but of which he does not know or suspect to exist, whether through ignorance, oversight, error, negligence, or otherwise, and which, if known, would materially affect his decision to enter into this Agreement. Investor further hereby agrees that will be accepting the payments provided herein as a full and complete compromise of any and all matters involving disputed issues of law and fact against Releasees, and that he will assume the risk that the facts or law may be otherwise than he believes.

Section 3.03 Non-Disparagement Agreement.

(a) The Investor hereby acknowledges and agrees that he has not, and will not, subsequent to the presentation and execution of this Agreement, verbally or in writing, defame, disparage, deprecate, discredit, vilify, or make any statements to any third parties that in any way may be considered harmful or negatively impact the Company Entities and their Investor officers, directors or employees.

___ (Initials)

(b) The Company Entities hereby acknowledge and agree that they and any of their Investor officers and directors have not, and will not, subsequent to the presentation and execution of this Agreement, verbally or in writing, defame, disparage, deprecate, discredit, vilify, or make any statements to any third parties that in any way may be considered harmful or negatively impact the Investor.

ARTICLE IV

MISCELLANEOUS

Section 4.01 Termination. This Agreement shall be terminated immediately upon BPSR's failure to make any of the Purchase Price payments within the deadlines prescribed in this Agreement. Upon termination, all further obligations of the parties under this Agreement shall terminate without liability of any party to the other parties to this Agreement, except that no such termination shall relieve any party from liability for any fraud or willful breach of this Agreement. If this Agreement is terminated due to BPSR's failure to make any of the required Purchase Price payments, then the Investor shall retain ownership of the Shares to provide for conversion as described below, and BPSR shall have no rights to purchase the Shares, despite having already paid any amounts associated with the Purchase Price.

Upon such time that BPSR does not make and payments of the Purchase Price as required, then the Investor, immediately upon the effective termination of this Agreement, shall have been deemed to have provided notice to BPSR to convert the Shares in accordance with the terms of the Shares, and which BPSR agrees that any notice provision period for the conversion of the Shares will be automatically extended to the extent necessary so that the Investor's right to provide the above notice complies with the terms of the Shares. BPSR shall immediately deliver a certificate or confirmation from the transfer agent of BPSR's Common Stock evidencing the shares of BPSR Common Stock issued in the name of the Investor. The applicable conversion price of the Shares shall be determined based on the average closing price of BPSR stock for the previous 10 trading days ending on the 45th days from the Effective Date.

Rule 144. In the event BPSR converts the Shares into BPSR common stock as a result of termination, BPSR, based on its reasonable judgment, financial condition and best efforts, shall seek to remain and/or regain in compliance with the public reporting requirements of the U.S. Securities and Exchange Commission ("SEC"). BPSR shall further provide any reasonable customary information requested by Investor or his brokerage firm in connection with Investor's ownership of the BPSR common stock, and obtain a legal opinion requested in connection with Investor's efforts to sell such shares under Rule 144 of the Securities Act or successor rule(s); provided that, Investor provides BPSR and its legal counsel with the necessary documentation needed to render a legal opinion in connection with Rule 144 and BPSR and/or Investor have met the required conditions for such opinion to be issued.

Section 4.02 Standstill Agreement. Investor agrees that during the term of this Agreement, the Investor will not be entitled to request BPSR to convert or purchase the Shares nor make any legal claim or threaten to make a legal claim against any member of the Company Group. All prior notices for conversion of the Shares provided by Investor to BPSR shall be withdrawn.

Section 4.03 No Admission of Liability. Neither the execution of this Agreement, nor the performance of the consideration given for this Agreement, shall constitute nor be deemed to be an admission of liability on the part of any Party hereto, all of which is expressly denied.

___ (Initials)

Section 4.04 Acknowledgments. Investor acknowledges that he is fully informed as to the terms, contents, conditions and effects of this Agreement and that, in executing this Agreement, he does not rely and has not relied upon any representation (oral or written) or statement made by the Company, any of its officers or directors or its attorneys, including, but not limited to, any representation or statement with regard to the subject matter, basis, or effect of this Agreement. Investor further acknowledges the following:

- (a) he has been advised to consult with an attorney of his choosing prior to executing this Agreement;
- (b) he is over the age of eighteen (18) years, of sound mind and otherwise competent to execute this Agreement; and
- (c) he is entering into this Agreement knowingly and voluntarily and without any undue influence or pressures.

Section 4.05 Attorneys' Fees. The Parties acknowledge that any violation or threatened violation of any of the provisions of this Agreement would constitute a material breach of this Agreement and that the prevailing Party shall be entitled to compensatory damages, attorneys' fees, costs, and such other and further relief to which the prevailing Party may show itself justly entitled.

Section 4.06 Expenses. All costs and expenses incurred in connection with this Agreement and each other agreement, document, and instrument contemplated by this Agreement and the transactions contemplated hereby and thereby shall be paid by the party incurring such costs and expenses, whether or not the Closing shall have occurred.

Section 4.07 Further Assurances. Each of the Parties hereto shall execute and deliver such additional documents, instruments, conveyances, and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated hereby.

Section 4.08 Public Announcements. Unless otherwise required by applicable law (based upon the reasonable advice of counsel), no party to this Agreement shall make any public announcements in respect of this Agreement or the transactions contemplated hereby or otherwise communicate with any news media without the prior written consent of the other party and the parties shall cooperate as to the timing and contents of any such announcement.

Section 4.09 Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the signature page of this Agreement (or to such other address that may be designated by the receiving party from time to time in accordance with this Section). All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile or email (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt by the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

Section 4.10 Interpretation. For purposes of this Agreement, (a) the words "include," "includes," and "including" are deemed to be followed by the words "without limitation;" (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to this Agreement as a whole. Unless the context otherwise requires, references herein: (x) to sections, schedules, and exhibits mean the sections of, and schedules and exhibits attached to, this Agreement; (y) to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The schedules and exhibits referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

___ (Initials)

Section 4.11 Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

Section 4.12 Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

Section 4.13 Entire Agreement. This Agreement any other documents incorporated herein by reference constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter

Section 4.14 Amendment and Modification. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto.

Section 4.15 Waiver. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

Section 4.16 Assignment. Neither party may assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned, or delayed. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve the assigning or delegating party of any of its obligations hereunder.

Section 4.17 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

Section 4.18 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

____ (Initials)

Section 4.19 Governing Law. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction).

Section 4.20 Submission to Jurisdiction. Any legal suit, action, or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby or shall be instituted in the federal courts of the United States of America or the courts of the State of Florida in each case located in the City of Miami, and County of Miami-Dade, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. The parties irrevocably and unconditionally waive any objection to venue of any suit, action, or proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

Section 4.21 Waiver of Jury Trial. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 4.22 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Section 4.23 Force Majeure. No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order or law; (e) actions, embargoes, or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; and (g) national or regional emergency. The party suffering a Force Majeure Event shall give notice within 3 days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized.

Section 4.24 Business Days. If any date on which a party is required to make a payment or a delivery pursuant to the terms hereof is not a Business Day, then such party shall make such payment or delivery on the next succeeding Business Day.

[SIGNATURE PAGE FOLLOWS]

____ (Initials)

IN WITNESS WHEREOF , the Parties have executed this Agreement intending to be fully legally bound.

BIOTECH PRODUCTS SERVICES AND RESEARCH, INC.

Date: April 6, 2018

By: /s/ Albert Mitrani
Name: Albert Mitrani
Title: Chief Executive Officer

MINT ORGANICS, INC.

Date: April 6, 2018

By: /s/ Ian Bothwell
Name: Ian Bothwell
Title: Chief Financial Officer

Date: April 6, 2018

By: /s/ Peter Taddeo
PETER TADDEO

___ (Initials)

AMENDMENT NO. 2 TO EMPLOYMENT AGREEMENT

This Amendment No. 2 to Employment Agreement, dated as of April 6, 2018 (the “ **Amendment** ”), by and between Ian T. Bothwell (the “ **Executive** ”) and Biotech Products Services and Research, Inc., a Nevada corporation (the “ **Company** ” and together with the Executive, the “ **Parties** ”, and each, a “ **Party** ”).

WHEREAS, the Parties have entered into that certain Employment Agreement, dated as of November 4, 2016 (the “ **Employment Agreement** ”);

WHEREAS, the Employment Agreement was amended pursuant to Amendment No. 1, dated March 8, 2017;

WHEREAS, the Parties hereto desire to again amend the Employment Agreement pursuant to this Amendment on the terms and subject to the conditions set forth herein;

WHEREAS, pursuant to Section 18 of the Employment Agreement, the amendment contemplated by the Parties must be contained in a written agreement signed by each Party.

NOW, THEREFORE, in consideration of the premises set forth above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions. Capitalized terms used and not defined in this Amendment have the respective meanings assigned to them in the Employment Agreement.
2. Amendments to the Employment Agreement. As of the Effective Date (defined below), the Employment Agreement, as amended, is hereby further amended or modified as follows:

(a) Section 1 of the Employment Agreement shall be replaced in its entirety by the following:

Term. The Executive's employment hereunder shall be effective as of the Effective Date and shall continue until the fifth anniversary thereof, unless terminated earlier pursuant to Section 5 of this Agreement; provided that, on such fifth anniversary of the Effective Date and each annual anniversary thereafter (such date and each annual anniversary thereof, a "Renewal Date"), the Agreement shall be deemed to be automatically extended, upon the same terms and conditions, for successive periods of five years, unless either party provides written notice of its intention not to extend the term of the Agreement at least 90 days' prior to the applicable Renewal Date. The period during which the Executive is employed by the Company hereunder is hereinafter referred to as the "Employment Term".

(b) The following shall be added to Section 4.4(a) of the Employment Agreement:

(iii) Notwithstanding any provision contained in this Agreement, in the event of an occurrence of a Change in Control (as defined in Section 5.4(c)) or termination of the Agreement pursuant to Section 5.2 and/or Section 5.3, the exercise price for all outstanding warrants granted to Executive to purchase common stock of the Company during the term of this Agreement shall be reduced to \$0.001 per share.

(c) Section 4.5(b) of the Employment Agreement shall be replaced in its entirety by the following:

An automobile expense allowance of \$2,500 per month plus all expenses related to the maintenance, repair and operation of such automobile including, but not limited to, gas, oil and insurance premiums.

(d) Section 4.5(c) of the Employment Agreement shall be replaced in its entirety by the following:

Reimbursement for Rover related office rent and other direct expenses (phone, internet, copier, and direct administrative fees, etc.).

(e) Section 5.2(a) of the Employment Agreement shall be replaced in its entirety by the following:

continued Base Salary for the greater of (i) the remaining portion of the Employment Term or (ii) three years following the Termination Date payable in equal monthly installments in accordance with the Company's normal payroll practices, but no less frequently than monthly; provided that, the first installment payment shall include all amounts of Base Salary that would otherwise have been paid to the Executive during the period beginning on the Termination Date and ending on the first payment date if no delay had been imposed;

(f) Section 5.1(xiii) of the Employment Agreement which states that the termination of Bruce Werber from the Company shall constitute “Good Cause” is hereby deleted in its entirety.

(g) Section 5.4(a)(i) of the Employment Agreement shall be replaced in its entirety by the following:

a lump sum payment equal to five (5) times the sum of the Executive’s Base Salary and Target Bonus for the year in which the Termination Date occurs (or if greater, the year immediately preceding the year in which the Change in Control occurs), which shall be paid within 50 days following the Termination Date; and

(h) Section 5.4(b)(i) of the Employment Agreement shall be replaced in its entirety by the following:

all outstanding unvested stock options and warrants granted to the Executive during the Employment Term shall become fully vested and exercisable for the remainder of their full term and the exercise price of any such options and warrants shall be reduced to par value (\$0.001) per share;

3. Date of Effectiveness; Limited Effect. This Amendment will be deemed effective as of the date first written above, subject to the approval of the Board of Directors of the Company (the “ **Effective Date** ”). Except as expressly provided in this Amendment, all of the terms and provisions of the Employment Agreement are and will remain in full force and effect and are hereby ratified and confirmed by the Parties. Without limiting the generality of the foregoing, the amendments contained herein will not be construed as an amendment to or waiver of any other provision of the Employment Agreement or as a waiver of or consent to any further or future action on the part of either Party that would require the waiver or consent of the other Party. On and after the Effective Date, each reference in the Employment Agreement to “this Agreement,” “the Agreement,” “hereunder,” “hereof,” “herein” or words of like import, and each reference to the Employment Agreement in any other agreements, documents or instruments executed and delivered pursuant to, or in connection with, the Employment Agreement, will mean and be a reference to the Employment Agreement as amended by this Amendment.

4. Miscellaneous.

(a) This Amendment is governed by, and construed in accordance with, the laws of the State of Florida, without regard to the conflict of laws provisions of such State.

(b) This Amendment shall inure to the benefit of and be binding upon each of the Parties and each of their respective permitted successors and permitted assigns.

(c) The headings in this Amendment are for reference only and do not affect the interpretation of this Amendment.

(d) This Amendment may be executed in counterparts, each of which is deemed an original, but all of which constitutes one and the same agreement. Delivery of an executed counterpart of this Amendment electronically or by facsimile shall be effective as delivery of an original executed counterpart of this Amendment.

(e) This Amendment constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date first written above.

COMPANY:

BIOTECH PRODUCTS SERVICES AND RESEARCH, INC.

By /s/ Albert Mitrani

Name: Albert Mitrani

Title: CEO and President

EXECUTIVE:

By /s/ Ian T. Bothwell

Name: Ian T. Bothwell

AMENDMENT NO. 2 TO EMPLOYMENT AGREEMENT

This Amendment No. 2 to Employment Agreement, dated as of April 6, 2018 (the “ **Amendment** ”), by and between Maria I. Mitrani (the “ **Executive** ”) and Biotech Products Services and Research, Inc., a Nevada corporation (the “ **Company** ” and together with the Executive, the “ **Parties** ”, and each, a “ **Party** ”).

WHEREAS , the Parties have entered into that certain Employment Agreement, dated as of November 4, 2016 (the “ **Employment Agreement** ”);

WHEREAS , the Employment Agreement was amended pursuant to Amendment No. 1, dated March 8, 2017;

WHEREAS , the Parties hereto desire to again amend the Employment Agreement pursuant to this Amendment on the terms and subject to the conditions set forth herein;

WHEREAS , pursuant to Section 18 of the Employment Agreement, the amendment contemplated by the Parties must be contained in a written agreement signed by each Party.

NOW, THEREFORE , in consideration of the premises set forth above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions. Capitalized terms used and not defined in this Amendment have the respective meanings assigned to them in the Employment Agreement.

2. Amendments to the Employment Agreement. As of the Effective Date (defined below), the Employment Agreement, as amended, is hereby further amended or modified as follows:

(a) Section 4.4(a) of the Employment Agreement shall be replaced in its entirety by the following:

(i) In consideration for services previously provided by the Executive to the Company and as incentive to enter into this Agreement, on the Effective Date, the Company will issue the Executive a warrant to purchase, on a cashless basis, Ten Million (10,000,000) shares of common stock of the Company at an exercise price equal to the closing price of BPSR stock on the Effective Date, exercisable from the date of issuance until the tenth (10th) anniversary of the date of issuance (“Warrant”).

(ii) *Notwithstanding any provision contained in this Agreement, in the event of an occurrence of a Change in Control (as defined in Section 5.4(c)) or termination of the Agreement pursuant to Section 5.2 and/or Section 5.3, the exercise price for all outstanding warrants granted to Executive to purchase common stock of the Company during the term of this Agreement shall be reduced to \$0.001 per share.*

Section 5.4(b) of the Employment Agreement shall be replaced in its entirety by the following:

all outstanding unvested stock options and warrants granted to the Executive during the Employment Term shall become fully vested and exercisable for the remainder of their full term and the exercise price of any such options and warrants shall be reduced to par value (\$0.001) per share;

3. Date of Effectiveness; Limited Effect. This Amendment will be deemed effective as of the date first written above, subject to the approval of the Board of Directors of the Company (the “**Effective Date**”). Except as expressly provided in this Amendment, all of the terms and provisions of the Employment Agreement are and will remain in full force and effect and are hereby ratified and confirmed by the Parties. Without limiting the generality of the foregoing, the amendments contained herein will not be construed as an amendment to or waiver of any other provision of the Employment Agreement or as a waiver of or consent to any further or future action on the part of either Party that would require the waiver or consent of the other Party. On and after the Effective Date, each reference in the Employment Agreement to “this Agreement,” “the Agreement,” “hereunder,” “hereof,” “herein” or words of like import, and each reference to the Employment Agreement in any other agreements, documents or instruments executed and delivered pursuant to, or in connection with, the Employment Agreement, will mean and be a reference to the Employment Agreement as amended by this Amendment.

4. Miscellaneous.

(a) This Amendment is governed by, and construed in accordance with, the laws of the State of Florida, without regard to the conflict of laws provisions of such State.

(b) This Amendment shall inure to the benefit of and be binding upon each of the Parties and each of their respective permitted successors and permitted assigns.

(c) The headings in this Amendment are for reference only and do not affect the interpretation of this Amendment.

(d) This Amendment may be executed in counterparts, each of which is deemed an original, but all of which constitutes one and the same agreement. Delivery of an executed counterpart of this Amendment electronically or by facsimile shall be effective as delivery of an original executed counterpart of this Amendment.

(e) This Amendment constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date first written above.

COMPANY:

BIOTECH PRODUCTS SERVICES AND RESEARCH, INC.

By /s/ Albert Mitrani

Name: Albert Mitrani

Title: CEO and President

EXECUTIVE:

By /s/ Maria I. Mitrani

Name: Maria I. Mitrani