
U.S. 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) **October 24, 2019**

Commission File No. **001-33718**

U.S. STEM CELL, INC.

(Name of small business issuer as specified in its charter)

Florida
State of Incorporation

65-0945967
IRS Employer Identification No.

1560 Sawgrass Corporate Pkwy 4th Floor, Sunrise, FL 33323
(Address of principal executive offices)

13794 NW 4th Street, Suite 212, Sunrise, Florida 33325
(Former name, former address and former fiscal year, if changed since last report)

(954) 835-1500
(Issuer's telephone number)

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

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

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock	USRM	OTC

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1934 (§240.12b-2 of this chapter)

Emerging growth company .

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

Unless otherwise indicated or the context otherwise requires, all references in this Form 8-K to “we,” “us,” “our,” “our company,” or the “Company” refer to U.S. Stem Cell, Inc. and its subsidiaries.

Item 1.01– Entry Into A Material Definitive Agreement

See Item 2.01.

Item 2.01 – Acquisition Or Disposition Of Assets.

On September 27, 2019, the Company reported that, as a consequence of the U.S. Department of Justice filed an injunctive action, specifically United States of America v. U.S. Stem Clinic, LLC, U.S. Stem Cell, Inc., Kristin C. Comella, and Theodore Gradel, and specifically the Court’s various orders including the Order of June 3, 2019 that the defendants (including the Company) “not sell, provide or otherwise engage in any SVF therapy or any other activities to be regulated by the FDA as explained in the Court’s Order on the Parties’ Motions for Summary Judgment” (the “Court Order”), the Company divested itself of certain equipment and other assets.

In conjunction with that divestiture of certain equipment and other assets used in connection with the Company’s human tissue banking business, and to adjust the business plan and operations to accommodate this divestiture, the Company entered into the following additional agreements:

- Assignment and Assumption of Lease by and between the Company, American Cell Technology, LLC, and Sawgrass Business Plaza, LLC, dated October 24, 2019

The foregoing agreements are qualified in their entirety by reference to such documents, which are attached as Exhibits hereto.

Along with diversifying the portfolio of products distributed by the Company, including equipment and biologics, it is the intention of the Company to both continue to adhere to the Court Order as well as to work to re-establish its good standing with the Agency (FDA). These points are not mutually exclusive nor negotiable and we believe that there are still business and patient goodness opportunities while still abiding by all legal requirements. As a result, the Company shall be continuing with the development of US Stem Cell Training, Inc. , an operating division of our company, that is a content developer of regenerative medicine/cell therapy informational and training materials for physicians and patients and complies with both requirements--as well as Vet biologics, an operating division of our company, that is a veterinary regenerative medicine company committed to providing veterinarians with the ability to deliver the highest quality regenerative medicine therapies to dogs, cats and horses. In addition, our company is transitioning the current clinics to a more diversified regenerative medicine platform, while complying with recent court rulings. While not providing legal advice, the Company may also engage in managing third-party clinics to ensure they too abide by recent regulatory requirements

Item 9.01– Financial Statements and Exhibits.

Exhibit Number	Description
10.1	<u>Assignment and Assumption of Lease by and between U.S. Stem Cell, Inc., American Cell Technology, LLC, and Sawgrass Business Plaza, LLC, dated October 24, 2019.</u>

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934 the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

Registrant

U.S. Stem Cell, Inc.

Date: October 24, 2019

By: /s/ Michael Tomas

Michael Tomas

Chief Executive Officer

ASSIGNMENT AND ASSUMPTION OF LEASE

THIS ASSIGNMENT AND ASSUMPTION OF LEASE (this "**Assignment**") is entered into this 24th of September, 2019, by and between U.S. STEM CELL, INC., a Florida corporation, ("**Assignor**"), AMERICAN CELL TECHNOLOGY LLC, a Florida limited liability company ("**Assignee**") and is joined by SAWGRASS BUSINESS PLAZA, LLC, a Florida limited liability company ("**Landlord**") solely for purposes of providing its consent to the assignment and assumption of lease set forth herein.

WHEREAS, Landlord and Assignor, as tenant, entered into that certain Office Lease, dated February 4, 2016 ("**Original Lease**"), as amended by that certain First Amendment to Lease between Landlord and Assignor, and joined by Assignor's equipment lessor, GACP Stem Cell Bank LLC ("**Equipment Lessor**"), dated November 17, 2017 ("**First Amendment**"), as further amended by that certain Second Amendment to Lease between Landlord and Assignor; dated April 23, 2019 ("**Second Amendment**"), with respect to that certain premises located at 13794 NW 4th Street, Suites 211-213, Sunrise, FL 33325. The Original Lease, First Amendment and Second Amendment shall be collectively referred to herein as the "**Lease**." A copy of said Lease is attached hereto as Exhibit "A" and is incorporated herein by this reference;

WHEREAS, Assignor desires to assign and transfer all of its rights, title, obligations and interests in and to the Lease to Assignee, subject to the terms and conditions set forth in this Assignment, and Assignee desires to assume and acquire all of Assignor's rights, title, obligations and interests in and to the Lease, subject to the terms and conditions set forth in this Assignment; and

WHEREAS, Landlord desires to provide its consent to such assignment, subject to the terms and conditions set forth in this Assignment;

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. **Recitals.** The above-mentioned recitals are true, correct and incorporated herein by this reference.
2. **Assignment and Assumption of Lease.** Effective as of September 1, 2019 ("**Commencement Date**"), Assignor hereby transfers, assigns and conveys to Assignee, all of Assignor's rights, title, obligations and interests in and to the Lease. Effective on the Commencement Date, Assignee hereby assumes and accepts the assignment of Assignor's rights, title, obligations and interests in and to the Lease and expressly assumes all obligations as tenant under the Lease. Notwithstanding such assignment, Assignor shall not be discharged or released from any of its obligations under the Lease and shall remain fully liable for such obligations jointly and severally with Assignee.
3. **Security Deposit.** Assignor currently has Nine Thousand Three Hundred Forty-Three and 95/100 Dollars (\$9,343.95) posted on account with Landlord as security deposit for Assignor's obligations under the Lease ("**Security Deposit**"). Assignor hereby assigns to Assignee all of Assignor's rights, title and interest in and to the Security Deposit, and said funds shall remain in Landlord's possession as security deposit for Assignee's obligations under the Lease.
4. **Representations.** Assignor represents that (i) Assignor has good right and lawful authority to assign the Lease to Assignee as set forth herein, (ii) Assignor has paid all amounts due under the Lease, including, but not limited to, rent and operating expenses, through August 31, 2019, and (iii) Landlord is not currently in default of any of Landlord's obligations pursuant to the Lease as of the date hereof.
5. **Assignment Fee.** Pursuant to Section 20.1 of the Lease, upon execution of this Assignment by Assignor and Assignee, Assignor shall remit to Landlord a non-refundable assignment fee in the amount of One Thousand Five Hundred Dollars (\$1,500.00) ("**Assignment Fee**").
6. **Landlord Consent.** Landlord's consent to the assignment of the Lease from Assignor to Assignee shall be subject to and contingent upon the following: (i) Landlord's receipt of this Assignment signed by Assignor and Assignee, (ii) Landlord's receipt of the Assignment Fee, (iii) Landlord's receipt of all amounts due from Assignor under the Lease, including, but not limited to, rent and operating expenses, through and including August 31, 2019, and (iv) Landlord's receipt of the Corporate Guaranty, attached hereto as **Exhibit "B,"** to guaranty the obligations of Assignee under the Lease.
7. **Ratification of Lease.** The Lease, as amended hereby, is in full force and effect, and is ratified and confirmed, and there are no other amendments or modifications therein, except as stated herein.

8. Drafting Party. All of the parties hereto have fully reviewed this Assignment, agree to the terms, have been advised of their right to counsel and have had their respective counsel review this Assignment on their behalf. Nothing contained herein shall be construed against the party that drafted this document.

9. Release. Assignor hereby unconditionally and irrevocably releases, discharges, acquits and forgives Landlord from all actions, causes of action, suits, debt, liabilities, contracts, obligations, controversies, judgments, executions, claims and demands, both in law and in equity, which Assignor has or may have against Landlord, whether asserted or unasserted, by reason of any manner or act whatsoever.

10. Applicable Law; Venue; Disputes. This Assignment shall be governed by and construed in accordance with the laws of the State of Florida, with venue for any disputes being proper only in Broward County, Florida. In the event of a legal action regarding the terms of this Assignment, the prevailing party shall be entitled to an award of reasonable attorney's fees, costs and expenses, at all levels, including appellate.

11. Successors and Assigns. This Assignment shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns.

12. Counterparts; E-Mail or Facsimile Transmission of Signatures. This Assignment may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute a single integrated document and shall be binding and effective upon each party. The parties agree that a faxed or electronically transmitted copy or copies of this Assignment and/or the signatures contained herein, shall have the same evidentiary and legal effect as the original(s).

IN WITNESS WHEREOF, this Assignment has been duly executed as of the day and year first above written.

WITNESSES AS TO ASSIGNOR:

Signature: /s/ Julieta Radiche
Print Name: Julieta Radiche

Signature: /s/ Nathalie Gil
Print Name: Nathalie Gil

WITNESSES AS TO ASSIGNEE:

Signature: /s/ Spencer Lott
Print Name: Spencer Lott

Signature: /s/ Anisa Pllana
Print Name: Anisa Pllana

ASSIGNOR:

U.S. STEM CELL, INC., a Florida corporation

By: /s/ Mike Tomas
Name: Mike Tomas
Title: President and CEO

ASSIGNEE:

AMERICAN CELL TECHNOLOGY LLC,
a Florida limited liability company

By: /s/ Sean Berman
Name: Sean Berman
Title: Partner

CONSENT OF LANDLORD

Subject to the terms and conditions of the foregoing Assignment and Assumption of Lease ("**Assignment**"), including, but not limited to, Section 6 (Landlord Consent), the undersigned, **SAWGRASS BUSINESS PLAZA, LLC**, a Florida limited liability company ("**Landlord**"), as landlord under the Office Lease, between Landlord and **U.S. STEM CELL, INC.**, a Florida corporation ("**Assignor**"), dated February 4, 2016, as amended by that certain First Amendment to Lease, dated November 17, 2017 and as further amended by that certain Second Amendment to Lease, dated April 23, 2019 (collectively, the "**Lease**"), for good and valuable consideration, the receipt which is hereby acknowledged. hereby consents to the foregoing Assignment between Assignor, as assignor of said Lease. and **AMERICAN CELL TECHNOLOGY LLC**, a Florida limited liability company, as assignee of said Lease.

SAWGRASS BUSINESS PLAZA, LLC, a Florida limited liability company

Signature: /s/ Michael T. Montero
Print Name: Michael T. Montero
Title: Manager
Date: 10/24/19

Exhibit "A"

Office Lease, First Amendment and Second Amendment

Exhibit "B"

Corporate Guaranty