

SECURITIES AND EXCHANGE COMMISSION

FORM 8-K

Current report filing

Filing Date: **2013-01-15** | Period of Report: **2012-12-31**
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FILER

Medytox Solutions, Inc.

CIK: [1374536](#) | IRS No.: **542156042** | State of Incorporation: **NV** | Fiscal Year End: **1231**
Type: **8-K** | Act: **34** | File No.: [000-54346](#) | Film No.: **13531067**
SIC: **8734** Testing laboratories

Mailing Address
*400 SOUTH AUSTRALIAN
AVENUE, 8TH FLOOR
WEST PALM BEACH FL
33401*

Business Address
*400 SOUTH AUSTRALIAN
AVENUE, 8TH FLOOR
WEST PALM BEACH FL
33401
(561) 855-1626*

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): December 31, 2012

Medytox Solutions, Inc.
(Exact Name of Registrant as Specified in Its Charter)

Nevada
(State or Other Jurisdiction of Incorporation)

000-54346
(Commission File Number)

54-2156042
(I.R.S. Employer Identification No.)

400 S. Australian Avenue, Suite 800, West Palm Beach, Florida
(Address of Principal Executive Offices)

33401
(Zip Code)

(561) 855-1626
(Registrant' s Telephone Number, Including Area Code)

(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))

Section 5 – Corporate Governance and Management

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

Effective December 31, 2012, each of Joseph Fahoome and Robert Kuechenberg resigned from the Board of Directors of Medytox Solutions, Inc. (the "Company"). Neither Mr. Fahoome nor Mr. Kuechenberg expressed any disagreement with the Company on any matter relating to the Company's operations, policies or practices. The Company granted to each of Mr. Fahoome and Mr. Kuechenberg options to purchase 10,000 shares of the Company's common stock, par value \$.0001 per share, exercisable at \$2.50 a share through December 31, 2014, pursuant to the terms of their respective option agreements.

The foregoing is qualified in its entirety by reference to (i) the Option Agreement between the Company and Joseph Fahoome, a copy of which is filed herewith as Exhibit 10.1, and (ii) the Option Agreement between the Company and Robert Kuechenberg, a copy of which is filed herewith as Exhibit 10.2.

Section 9 - Financial Statements and Exhibits

Item 9.01. Financial Statements and Exhibits

(d) Exhibits

<u>Exhibit Number</u>	<u>Description</u>
10.1	Option Agreement, dated as of December 31, 2012, between Joseph Fahoome and Medytox Solutions, Inc.
10.2	Option Agreement, dated as of December 31, 2012, between Robert Kuechenberg and Medytox Solutions, Inc.

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.

Date: January 14, 2013

MEDYTOX SOLUTIONS, INC.

/s/ William G. Forhan
William G. Forhan,
CEO and Chairman
(principal executive officer)

EXHIBIT INDEX

<u>Exhibit Number</u>	<u>Description</u>
10.1	Option Agreement, dated as of December 31, 2012, between Joseph Fahoome and Medytox Solutions, Inc.
10.2	Option Agreement, dated as of December 31, 2012, between Robert Kuechenberg and Medytox Solutions, Inc.

MEDYTOX SOLUTIONS INC.

STAND-ALONE OPTION GRANT AGREEMENT

THIS STAND-ALONE OPTION GRANT AGREEMENT (this “Agreement”) dated as of the 31st day of December, 2012 (the “Grant Date”) by and between Medytox Solutions Inc., a Nevada corporation (the “Company”), and Joseph Fahoome (the “Optionee”). Capitalized terms used but not defined herein are defined in Appendix A attached hereto, which is incorporated into and is made part of this Agreement.

RECITALS

NOW, THEREFORE, in consideration of the mutual promises and covenants made herein and the mutual benefits to be derived herefrom and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. **Grant of Option.** This Agreement evidences the Company’s grant to the Optionee of the right and option to purchase, subject to and on the terms and conditions set forth herein, the aggregate of Ten Thousand (10,000) shares (the “Option Shares”) of Company Common Stock, at an exercise price equal to \$2.50 per Option Share, which is at least equal to the fair market value of such Option Shares on the Grant Date for purposes of Section 409A of the Code.

2. **Method of Exercise of Option and Option Period.** The Option to the extent then exercisable may be exercised in whole or in part by giving written notice to the Company, in the form approved by the Company, specifying the number of Option Shares to be purchased, accompanied by payment in full of the purchase price, in cash, or by check or any other consideration as may be acceptable to the Company in its sole and absolute discretion. Unless terminated earlier pursuant to this Agreement, this Option shall terminate and all rights to purchase shares hereunder shall cease on the second anniversary of the Grant Date.

3. **Tax Withholding.** The Company may make such provisions and take such steps as it may deem necessary or appropriate for the withholding of any taxes that the Company is required by any law or regulation of any governmental authority, whether federal, state or local, domestic or foreign, to withhold in connection with the grant, vesting or exercise of an Option, including, but not limited to: (i) the withholding of delivery of shares of Company Common Stock until the holder reimburses the Company for the amount the Company is required to withhold with respect to such taxes; (ii) an Optionee may elect, subject to the approval in advance by the Company, to satisfy the withholding requirement, if any, in whole or in part, by having the Company withhold shares of Company Common Stock that would otherwise be transferred to Optionee having a fair market value, on the date the tax is to be determined, equal to the minimum marginal tax that could be imposed on the transaction, provided that such election is made in writing and signed by the Optionee; (iii) withholding the amount due from any such person’s wages or compensation due to such person; or (iv) requiring the Optionee to pay the Company cash in the amount the Company is required to withhold with respect to such taxes.

4. **No Transferability; Limited Exception to Transfer Restrictions.** The Option is not transferable and may be exercised solely by the Optionee during his lifetime or after his death by the person or persons entitled thereto under his will or the laws of descent and distribution. The Company, in its sole discretion, may permit a transfer of the Option in whole or in part to (a) a trust for the benefit of the Optionee, (b) a member of the Optionee's immediate family (or a trust for his or her benefit) or (c) pursuant to a domestic relations order. Any attempt to transfer, assign, pledge or otherwise dispose of, or to subject to execution, attachment or similar process, the Option in whole or in part contrary to the provisions hereof shall be void and ineffective and shall give no right to the purported transferee.

5. **No Employment Rights.** Nothing contained in this Agreement shall confer upon the Optionee any right to be in the employ or provide other service of the Company or any of its subsidiaries, nor constitute any contract or agreement of employment or other service.

6. **Regulations.** This Agreement, the grant and exercise of the Option hereunder and the obligation of the Company to issue Option Shares under the Option shall be subject to all applicable laws, rules and regulations, and to such approvals by any governmental agencies, national securities exchanges and interdealer quotation systems as may be required. Additionally, notwithstanding any other provision in this Agreement, the Option may not be exercised in whole or in part unless and until the Option Shares to be issued upon the exercise thereof have been registered under the Securities Act of 1933, as amended, and applicable state securities laws, or are, in the opinion of counsel to the Company, exempt from such registration in the United States. The Company shall not be under any obligation to register under applicable federal or state securities laws any Option Shares to be issued upon the exercise of the Option granted hereunder in order to permit the exercise of the Option in whole or in part and the issuance and sale of Option Shares subject to the Option, although the Company may in its sole discretion register Option Shares at such time as the Company shall determine. If the Company chooses to comply with such an exemption from registration, the Option Shares to be issued upon the exercise of the Option may, at the direction of the Company, bear an appropriate restrictive legend restricting the transfer or pledge of the Option Shares represented thereby including, without limitation, those restrictive legends set forth in Section 7. Further, the Company may give appropriate stop transfer instructions with respect to the Option Shares to the Company's transfer agent.

7. **Legends.** All certificates representing the Option Shares shall, when applicable, have endorsed thereon the following legends:

“THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO CERTAIN RESTRICTIONS ON TRANSFER SET FORTH IN AN AGREEMENT BETWEEN THE COMPANY AND THE REGISTERED HOLDER, OR ITS PREDECESSOR IN INTEREST. A COPY OF SUCH AGREEMENT IS ON FILE AT THE PRINCIPAL OFFICE OF THE COMPANY AND WILL BE FURNISHED UPON WRITTEN REQUEST TO THE SECRETARY OF THE COMPANY BY THE HOLDER OF RECORD OF THE SHARES REPRESENTED BY THIS CERTIFICATE.”

“THE SHARES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED OR QUALIFIED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY

SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION, AND MAY NOT BE SOLD, PLEDGED, OR OTHERWISE TRANSFERRED WITHOUT AN EFFECTIVE REGISTRATION OR QUALIFICATION THEREOF UNDER SUCH ACT AND SUCH APPLICABLE STATE OR OTHER JURISDICTION' S SECURITIES LAWS OR AN OPINION OF COUNSEL, SATISFACTORY TO THE COMPANY AND ITS COUNSEL, THAT SUCH REGISTRATION AND QUALIFICATION IS NOT REQUIRED.”

8. **Adjustment and Termination upon Certain Events.**

8.1 **Adjustments.** If following the Grant Date, there shall be any reclassification, recapitalization, reorganization, merger, combination, consolidation, split-up, spin-off, combination, repurchase, or exchange of Company Common Stock or other securities of the Company, or there shall occur any similar, unusual or extraordinary transaction or event in respect of the Company Common Stock, then the Company shall, in such manner and to such extent (if any) as it in its discretion deems appropriate and equitable proportionately adjust any or all of (i) the number, percentage and/or type of Company Common Stock (or other securities) which are the subject of the Option, and/or (ii) the purchase, or exercise price of the Option Shares pursuant to the Option. For purposes of this Agreement, the term Company Common Stock shall include any instrument or security which Company Common Stock may be converted to or exchanged for under this Agreement.

8.2 **Sale of the Company.** Upon the occurrence of a Sale of the Company, the Company may provide: (i) that the Option shall terminate, provided that Optionee shall have the right, at the time of such Sale of the Company and during such reasonable period as the Company in its sole discretion shall determine and designate, to exercise the Option in whole or in part; (ii) that the Option shall terminate, provided that Optionee shall be entitled to a cash payment equal to the Sale of the Company Price with respect to Company Common Stock subject to the Option; and (iii) any combination of the foregoing.

9. **Administration.**

9.1 **General.** The Agreement shall be administered by the Company, which shall have the full power and authority to take all actions, and to make all determinations not materially inconsistent with the specific terms and provisions of the Agreement deemed by the Company to be necessary or appropriate to the administration of the Agreement. The Company may correct any defect or supply any omission or reconcile any inconsistency in the Agreement in the manner and to the extent it shall deem expedient to carry the Agreement into effect as it may determine in its sole discretion. The decisions by the Company shall be final, conclusive and binding with respect to the interpretation and administration of Agreement.

10. **Limitation of Liability.** No shareholder of the Company, or any officer or employee of the Company acting on behalf of the Company, shall be personally liable for any action, determination or interpretation taken or made in good faith with respect to this Agreement, and all shareholders of the Company and each and any officer or employee of the Company acting on their behalf shall, to the extent permitted by law, be fully indemnified and protected by the Company in respect of any such action, determination or interpretation.

11. **Assignment.** Except as expressly provided herein, neither this Agreement nor any of the rights or obligations hereunder may be assigned or delegated by any party hereto without the express written consent of the other party hereto, provided, however, that no consent will be required for the assignment to any successor to all or substantially all of the Company' s assets or business (whether by purchase, merger, consolidation or otherwise).

12. **Notices.** All notices provided for in this Agreement will be in writing signed by the party giving such notice sent by (i) registered or certified mail, return receipt requested, (ii) any prepaid overnight courier delivery service then in general use, (iii) hand or (iv) facsimile transmission or similar means of communication if such transmission of such notice is confirmed immediately by any of the other means set forth above, as follows:

If to the Company:

Medytox Solutions, Inc.
400 S. Australian Avenue
Suite 800
West Palm Beach, FL 33401
Attn: William Forhan
Facsimile: 561-328-9302

If to Optionee:

Joseph Fahoome
1010 South Ocean Boulevard
Suite 1706
Pompano Beach, FL 33062
Facsimile:

or at such other address as will be indicated to either party in writing. Notice of change of address will be effective only upon receipt. A notice provided in the manner required herein will be deemed given: (i) if delivered personally, upon delivery; (ii) if sent by overnight courier, on the first business day after it is sent; (iii) if mailed, three business days after mailing; and (iv) if sent by fax, upon actual receipt of the fax or confirmation thereof during normal business hours (whichever is first).

13. **Waiver.** The Company' s failure to enforce any provision of this Agreement will not constitute a waiver of its right to enforce such provision. The parties reserve the right to waive by mutual written consent for a specific period and under specific conditions any provision of this Agreement, provided that such waiver shall be limited to the period and conditions specified by mutual written consent and shall in no way constitute a general waiver, or be considered as evidence of any given interpretation of any provision so waived.

14. **Governing Law; Jurisdiction.** This Agreement will be governed and construed in accordance with the laws of the State of Nevada applicable to agreements executed and to be performed wholly within such State, without regard to any principles of conflicts of law. Each

party agrees that any action or proceedings relating to this Agreement seeking injunctive relief or enforcement of an arbitration award may be instituted against such party in any appropriate court in the State of Florida and hereby irrevocably submits to the jurisdiction of the State of Florida and Federal courts of the State of Florida and waives any claim of forum nonconveniens with respect thereto.

15. **Descriptive Headings.** The Section headings contained herein are for reference purposes only and will not in any way affect the meaning or interpretation of this Agreement.

16. **Severability.** If any provision of this Agreement is held to be unenforceable for any reason, it shall be adjusted rather than voided, if possible, to achieve the intent of the parties to the extent possible. In any event, all other provisions of this Agreement shall be deemed valid and enforceable to the extent possible.

17. **Entire Agreement.** The parties hereto acknowledge that each has read this Agreement, understands it, and agrees to be bound by its terms. The parties further agree that this Agreement, and any modifications made pursuant hereto constitute the complete and exclusive written expression of the terms of the agreement between the parties, and supercede all prior or contemporaneous proposals, oral or written, understandings, representations, conditions, warranties, covenants, and all other communications between the parties relating to the subject matter of this Agreement. This Agreement may not be amended, changed or modified absent a writing signed by both parties.

18. **Counterparts.** This Agreement may be executed in one or more counterparts, which, together, will constitute one and the same agreement.

19. **Section 409A of the Code.** The Agreement is intended not to provide for deferral of compensation for purposes of Section 409A of the Code. The provisions of the Agreement shall be interpreted in a manner that promotes such intent expressed in the immediately preceding sentence and the Agreement shall be administered accordingly. If any provision, term or condition of the Agreement would otherwise frustrate or conflict with this intent, the provision, term or condition will be interpreted and deemed amended so as to avoid such conflict.

In the event that following the application of the immediately preceding paragraph, the Option is subject to Section 409A of the Code, the provisions of Section 409A of the Code and the regulations issued thereunder are incorporated herein by reference to the extent necessary for the Option to comply therewith. In such event, the provisions of the Agreement shall be interpreted in a manner that satisfies the requirements of Section 409A of the Code and the related regulations, and the Agreement shall be administered accordingly. If any provision or any term or condition of any Option would otherwise frustrate or conflict with this intent, the provision, term or condition will be interpreted and deemed amended so as to avoid this conflict.

Notwithstanding any other provisions of the Agreement, the Company does not guarantee to the Optionee that the Option is exempt from or complies with Section 409A of the Code, nor will the Company indemnify, defend or hold harmless any individual with respect to the tax consequences of any failure to be so exempt or to so comply.

20. **Compliance With Laws.** Notwithstanding anything else contained herein to the contrary, this Agreement, the granting and vesting of the Option and the offer, issuance and delivery of Company Common Stock under this Agreement are subject to compliance with all applicable federal and state laws, rules and regulations (including but not limited to state and federal securities laws) and to such approvals by any listing, regulatory or governmental authority as may, in the opinion of counsel for the Company, be necessary or advisable in connection therewith. Any securities delivered in respect of this Agreement will be subject to such restrictions, and the person acquiring such securities will, if requested by the Company, provide such assurances and representations to the Company as the Company may deem necessary or desirable to assure compliance with all applicable legal requirements.

[Signatures on the Next Page]

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

MEDYTOX SOLUTIONS INC.

/s/ William Forhan

Name: William Forhan

Title: Chief Executive Officer

OPTIONEE

/s/ Joseph Fahoome

Joseph Fahoome

EXHIBIT A
TO
MEDYTOX SOLUTIONS, INC.
STAND-ALONE OPTION GRANT AGREEMENT

DEFINITIONS

“Code” means the Internal Revenue Code of 1986.

“Company Common Stock” means common stock of the Company, \$.0001 par value per share, or, in the event that the outstanding Company Common Stock is hereafter changed into or exchanged for different stock or securities of the Company, such other stock or securities of the Company.

“Exchange Act” means the Securities Exchange Act of 1934, as amended.

“Option” means an option to purchase Company Common Stock granted pursuant to the Agreement.

“Person” shall mean any person, corporation, partnership, joint venture, limited liability company or other entity or any group (as such term is defined for purposes of Section 13(d) of the Exchange Act), other than an entity that is part of the Company.

“Sale of the Company” means:

(a) any Person (other than the Company, any trustee or other fiduciary holding securities under any employee benefit plan of the Company, or any company owned, directly or indirectly, by shareholders of the Company in substantially the same proportions as their ownership of Company Common Stock), becomes the “beneficial owner” (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of securities of the Company representing more than fifty percent (50%) or more of the value of the Company’s then outstanding securities (the “Majority Owner”); provided, however, that no Sale of the Company shall occur under this paragraph (a) unless a person who was not a Majority Owner at some time after the Grant Date becomes a Majority Owner after the Grant Date;

(b) a merger, consolidation, reorganization, or other business combination of the Company with any other entity, other than a merger or consolidation which would result in the securities of the Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity) more than fifty percent (50%) by value of the securities of the Company or such surviving entity outstanding immediately after such merger or consolidation; or

(c) the consummation of the sale or disposition by the Company of all or substantially all of the Company's assets other than (x) the sale or disposition of all or substantially all of the assets of the Company to a person or persons who beneficially own, directly or indirectly, at least fifty percent (50%) or more of the securities of the Company by value at the time of the sale or (y) pursuant to a spin-off type transaction, directly or indirectly, of such assets to the shareholders of the Company.

“Sale of the Company Price” means the price for share of Company Common Stock paid in connection with the Sale of the Company.

MEDYTOX SOLUTIONS INC.

STAND-ALONE OPTION GRANT AGREEMENT

THIS STAND-ALONE OPTION GRANT AGREEMENT (this “Agreement”) dated as of the 31st day of December, 2012 (the “Grant Date”) by and between Medytox Solutions Inc., a Nevada corporation (the “Company”), and Robert Kuechenberg (the “Optionee”). Capitalized terms used but not defined herein are defined in Appendix A attached hereto, which is incorporated into and is made part of this Agreement.

RECITALS

NOW, THEREFORE, in consideration of the mutual promises and covenants made herein and the mutual benefits to be derived herefrom and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. **Grant of Option.** This Agreement evidences the Company’s grant to the Optionee of the right and option to purchase, subject to and on the terms and conditions set forth herein, the aggregate of Ten Thousand (10,000) shares (the “Option Shares”) of Company Common Stock, at an exercise price equal to \$2.50 per Option Share, which is at least equal to the fair market value of such Option Shares on the Grant Date for purposes of Section 409A of the Code.

2. **Method of Exercise of Option and Option Period.** The Option to the extent then exercisable may be exercised in whole or in part by giving written notice to the Company, in the form approved by the Company, specifying the number of Option Shares to be purchased, accompanied by payment in full of the purchase price, in cash, or by check or any other consideration as may be acceptable to the Company in its sole and absolute discretion. Unless terminated earlier pursuant to this Agreement, this Option shall terminate and all rights to purchase shares hereunder shall cease on the second anniversary of the Grant Date.

3. **Tax Withholding.** The Company may make such provisions and take such steps as it may deem necessary or appropriate for the withholding of any taxes that the Company is required by any law or regulation of any governmental authority, whether federal, state or local, domestic or foreign, to withhold in connection with the grant, vesting or exercise of an Option, including, but not limited to: (i) the withholding of delivery of shares of Company Common Stock until the holder reimburses the Company for the amount the Company is required to withhold with respect to such taxes; (ii) an Optionee may elect, subject to the approval in advance by the Company, to satisfy the withholding requirement, if any, in whole or in part, by having the Company withhold shares of Company Common Stock that would otherwise be transferred to Optionee having a fair market value, on the date the tax is to be determined, equal to the minimum marginal tax that could be imposed on the transaction, provided that such election is made in writing and signed by the Optionee; (iii) withholding the amount due from any such person’s wages or compensation due to such person; or (iv) requiring the Optionee to pay the Company cash in the amount the Company is required to withhold with respect to such taxes.

4. **No Transferability; Limited Exception to Transfer Restrictions.** The Option is not transferable and may be exercised solely by the Optionee during his lifetime or after his death by the person or persons entitled thereto under his will or the laws of descent and distribution. The Company, in its sole discretion, may permit a transfer of the Option in whole or in part to (a) a trust for the benefit of the Optionee, (b) a member of the Optionee's immediate family (or a trust for his or her benefit) or (c) pursuant to a domestic relations order. Any attempt to transfer, assign, pledge or otherwise dispose of, or to subject to execution, attachment or similar process, the Option in whole or in part contrary to the provisions hereof shall be void and ineffective and shall give no right to the purported transferee.

5. **No Employment Rights.** Nothing contained in this Agreement shall confer upon the Optionee any right to be in the employ or provide other service of the Company or any of its subsidiaries, nor constitute any contract or agreement of employment or other service.

6. **Regulations.** This Agreement, the grant and exercise of the Option hereunder and the obligation of the Company to issue Option Shares under the Option shall be subject to all applicable laws, rules and regulations, and to such approvals by any governmental agencies, national securities exchanges and interdealer quotation systems as may be required. Additionally, notwithstanding any other provision in this Agreement, the Option may not be exercised in whole or in part unless and until the Option Shares to be issued upon the exercise thereof have been registered under the Securities Act of 1933, as amended, and applicable state securities laws, or are, in the opinion of counsel to the Company, exempt from such registration in the United States. The Company shall not be under any obligation to register under applicable federal or state securities laws any Option Shares to be issued upon the exercise of the Option granted hereunder in order to permit the exercise of the Option in whole or in part and the issuance and sale of Option Shares subject to the Option, although the Company may in its sole discretion register Option Shares at such time as the Company shall determine. If the Company chooses to comply with such an exemption from registration, the Option Shares to be issued upon the exercise of the Option may, at the direction of the Company, bear an appropriate restrictive legend restricting the transfer or pledge of the Option Shares represented thereby including, without limitation, those restrictive legends set forth in Section 7. Further, the Company may give appropriate stop transfer instructions with respect to the Option Shares to the Company's transfer agent.

7. **Legends.** All certificates representing the Option Shares shall, when applicable, have endorsed thereon the following legends:

“THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO CERTAIN RESTRICTIONS ON TRANSFER SET FORTH IN AN AGREEMENT BETWEEN THE COMPANY AND THE REGISTERED HOLDER, OR ITS PREDECESSOR IN INTEREST. A COPY OF SUCH AGREEMENT IS ON FILE AT THE PRINCIPAL OFFICE OF THE COMPANY AND WILL BE FURNISHED UPON WRITTEN REQUEST TO THE SECRETARY OF THE COMPANY BY THE HOLDER OF RECORD OF THE SHARES REPRESENTED BY THIS CERTIFICATE.”

“THE SHARES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED OR QUALIFIED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY

SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION, AND MAY NOT BE SOLD, PLEDGED, OR OTHERWISE TRANSFERRED WITHOUT AN EFFECTIVE REGISTRATION OR QUALIFICATION THEREOF UNDER SUCH ACT AND SUCH APPLICABLE STATE OR OTHER JURISDICTION' S SECURITIES LAWS OR AN OPINION OF COUNSEL, SATISFACTORY TO THE COMPANY AND ITS COUNSEL, THAT SUCH REGISTRATION AND QUALIFICATION IS NOT REQUIRED.”

8. **Adjustment and Termination upon Certain Events.**

8.1 **Adjustments.** If following the Grant Date, there shall be any reclassification, recapitalization, reorganization, merger, combination, consolidation, split-up, spin-off, combination, repurchase, or exchange of Company Common Stock or other securities of the Company, or there shall occur any similar, unusual or extraordinary transaction or event in respect of the Company Common Stock, then the Company shall, in such manner and to such extent (if any) as it in its discretion deems appropriate and equitable proportionately adjust any or all of (i) the number, percentage and/or type of Company Common Stock (or other securities) which are the subject of the Option, and/or (ii) the purchase, or exercise price of the Option Shares pursuant to the Option. For purposes of this Agreement, the term Company Common Stock shall include any instrument or security which Company Common Stock may be converted to or exchanged for under this Agreement.

8.2 **Sale of the Company.** Upon the occurrence of a Sale of the Company, the Company may provide: (i) that the Option shall terminate, provided that Optionee shall have the right, at the time of such Sale of the Company and during such reasonable period as the Company in its sole discretion shall determine and designate, to exercise the Option in whole or in part; (ii) that the Option shall terminate, provided that Optionee shall be entitled to a cash payment equal to the Sale of the Company Price with respect to Company Common Stock subject to the Option; and (iii) any combination of the foregoing.

9. **Administration.**

9.1 **General.** The Agreement shall be administered by the Company, which shall have the full power and authority to take all actions, and to make all determinations not materially inconsistent with the specific terms and provisions of the Agreement deemed by the Company to be necessary or appropriate to the administration of the Agreement. The Company may correct any defect or supply any omission or reconcile any inconsistency in the Agreement in the manner and to the extent it shall deem expedient to carry the Agreement into effect as it may determine in its sole discretion. The decisions by the Company shall be final, conclusive and binding with respect to the interpretation and administration of Agreement.

10. **Limitation of Liability.** No shareholder of the Company, or any officer or employee of the Company acting on behalf of the Company, shall be personally liable for any action, determination or interpretation taken or made in good faith with respect to this Agreement, and all shareholders of the Company and each and any officer or employee of the Company acting on their behalf shall, to the extent permitted by law, be fully indemnified and protected by the Company in respect of any such action, determination or interpretation.

11. **Assignment.** Except as expressly provided herein, neither this Agreement nor any of the rights or obligations hereunder may be assigned or delegated by any party hereto without the express written consent of the other party hereto, provided, however, that no consent will be required for the assignment to any successor to all or substantially all of the Company' s assets or business (whether by purchase, merger, consolidation or otherwise).

12. **Notices.** All notices provided for in this Agreement will be in writing signed by the party giving such notice sent by (i) registered or certified mail, return receipt requested, (ii) any prepaid overnight courier delivery service then in general use, (iii) hand or (iv) facsimile transmission or similar means of communication if such transmission of such notice is confirmed immediately by any of the other means set forth above, as follows:

If to the Company:

Medytox Solutions, Inc.
400 S. Australian Avenue
Suite 800
West Palm Beach, FL 33401
Attn: William Forhan
Facsimile: 561-328-9302

If to Optionee:

Robert Kuechenberg
2519 Arbor Drive
Ft. Lauderdale, FL 33312
Facsimile: 954-583-2340

or at such other address as will be indicated to either party in writing. Notice of change of address will be effective only upon receipt. A notice provided in the manner required herein will be deemed given: (i) if delivered personally, upon delivery; (ii) if sent by overnight courier, on the first business day after it is sent; (iii) if mailed, three business days after mailing; and (iv) if sent by fax, upon actual receipt of the fax or confirmation thereof during normal business hours (whichever is first).

13. **Waiver.** The Company' s failure to enforce any provision of this Agreement will not constitute a waiver of its right to enforce such provision. The parties reserve the right to waive by mutual written consent for a specific period and under specific conditions any provision of this Agreement, provided that such waiver shall be limited to the period and conditions specified by mutual written consent and shall in no way constitute a general waiver, or be considered as evidence of any given interpretation of any provision so waived.

14. **Governing Law; Jurisdiction.** This Agreement will be governed and construed in accordance with the laws of the State of Nevada applicable to agreements executed and to be performed wholly within such State, without regard to any principles of conflicts of law. Each party agrees that any action or proceedings relating to this Agreement seeking injunctive relief or

enforcement of an arbitration award may be instituted against such party in any appropriate court in the State of Florida and hereby irrevocably submits to the jurisdiction of the State of Florida and Federal courts of the State of Florida and waives any claim of forum nonconveniens with respect thereto.

15. **Descriptive Headings.** The Section headings contained herein are for reference purposes only and will not in any way affect the meaning or interpretation of this Agreement.

16. **Severability.** If any provision of this Agreement is held to be unenforceable for any reason, it shall be adjusted rather than voided, if possible, to achieve the intent of the parties to the extent possible. In any event, all other provisions of this Agreement shall be deemed valid and enforceable to the extent possible.

17. **Entire Agreement.** The parties hereto acknowledge that each has read this Agreement, understands it, and agrees to be bound by its terms. The parties further agree that this Agreement, and any modifications made pursuant hereto constitute the complete and exclusive written expression of the terms of the agreement between the parties, and supercede all prior or contemporaneous proposals, oral or written, understandings, representations, conditions, warranties, covenants, and all other communications between the parties relating to the subject matter of this Agreement. This Agreement may not be amended, changed or modified absent a writing signed by both parties.

18. **Counterparts.** This Agreement may be executed in one or more counterparts, which, together, will constitute one and the same agreement.

19. **Section 409A of the Code.** The Agreement is intended not to provide for deferral of compensation for purposes of Section 409A of the Code. The provisions of the Agreement shall be interpreted in a manner that promotes such intent expressed in the immediately preceding sentence and the Agreement shall be administered accordingly. If any provision, term or condition of the Agreement would otherwise frustrate or conflict with this intent, the provision, term or condition will be interpreted and deemed amended so as to avoid such conflict.

In the event that following the application of the immediately preceding paragraph, the Option is subject to Section 409A of the Code, the provisions of Section 409A of the Code and the regulations issued thereunder are incorporated herein by reference to the extent necessary for the Option to comply therewith. In such event, the provisions of the Agreement shall be interpreted in a manner that satisfies the requirements of Section 409A of the Code and the related regulations, and the Agreement shall be administered accordingly. If any provision or any term or condition of any Option would otherwise frustrate or conflict with this intent, the provision, term or condition will be interpreted and deemed amended so as to avoid this conflict.

Notwithstanding any other provisions of the Agreement, the Company does not guarantee to the Optionee that the Option is exempt from or complies with Section 409A of the Code, nor will the Company indemnify, defend or hold harmless any individual with respect to the tax consequences of any failure to be so exempt or to so comply.

20. **Compliance With Laws.** Notwithstanding anything else contained herein to the contrary, this Agreement, the granting and vesting of the Option and the offer, issuance and delivery of Company Common Stock under this Agreement are subject to compliance with all applicable federal and state laws, rules and regulations (including but not limited to state and federal securities laws) and to such approvals by any listing, regulatory or governmental authority as may, in the opinion of counsel for the Company, be necessary or advisable in connection therewith. Any securities delivered in respect of this Agreement will be subject to such restrictions, and the person acquiring such securities will, if requested by the Company, provide such assurances and representations to the Company as the Company may deem necessary or desirable to assure compliance with all applicable legal requirements.

[Signatures on the Next Page]

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

MEDYTOX SOLUTIONS INC.

/s/ William Forhan

Name: William Forhan

Title: Chief Executive Officer

OPTIONEE

/s/ Robert Kuechenberg

Robert Kuechenberg

EXHIBIT A
TO
MEDYTOX SOLUTIONS, INC.
STAND-ALONE OPTION GRANT AGREEMENT

DEFINITIONS

“Code” means the Internal Revenue Code of 1986.

“Company Common Stock” means common stock of the Company, \$.0001 par value per share, or, in the event that the outstanding Company Common Stock is hereafter changed into or exchanged for different stock or securities of the Company, such other stock or securities of the Company.

“Exchange Act” means the Securities Exchange Act of 1934, as amended.

“Option” means an option to purchase Company Common Stock granted pursuant to the Agreement.

“Person” shall mean any person, corporation, partnership, joint venture, limited liability company or other entity or any group (as such term is defined for purposes of Section 13(d) of the Exchange Act), other than an entity that is part of the Company.

“Sale of the Company” means:

(a) any Person (other than the Company, any trustee or other fiduciary holding securities under any employee benefit plan of the Company, or any company owned, directly or indirectly, by shareholders of the Company in substantially the same proportions as their ownership of Company Common Stock), becomes the “beneficial owner” (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of securities of the Company representing more than fifty percent (50%) or more of the value of the Company’s then outstanding securities (the “Majority Owner”); provided, however, that no Sale of the Company shall occur under this paragraph (a) unless a person who was not a Majority Owner at some time after the Grant Date becomes a Majority Owner after the Grant Date;

(b) a merger, consolidation, reorganization, or other business combination of the Company with any other entity, other than a merger or consolidation which would result in the securities of the Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity) more than fifty percent (50%) by value of the securities of the Company or such surviving entity outstanding immediately after such merger or consolidation; or

(c) the consummation of the sale or disposition by the Company of all or substantially all of the Company's assets other than (x) the sale or disposition of all or substantially all of the assets of the Company to a person or persons who beneficially own, directly or indirectly, at least fifty percent (50%) or more of the securities of the Company by value at the time of the sale or (y) pursuant to a spin-off type transaction, directly or indirectly, of such assets to the shareholders of the Company.

“Sale of the Company Price” means the price for share of Company Common Stock paid in connection with the Sale of the Company.