

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

SCHEDULE 13D/A

Under the Securities Exchange Act of 1934  
(Amendment No. 6)\*

**Zivo Bioscience, Inc.**

*(Name of Issuer)*

Common stock, \$.001 par value

*(Title of Class of Securities)*

98978N 101

*(CUSIP Number)*

Timothy R. Damschroder  
Bodman PLC  
201 S. Division, Suite 400  
Ann Arbor, MI 48104

*(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)*

June 2, 2021

*(Date of Event which Requires Filing of this Statement)*

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.

**Note:** Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See §240.13d-7 for other parties to whom copies are to be sent.

\* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

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1.	Names of Reporting Persons.	Strome Mezzanine Fund, LP
2.	Check the Appropriate Box if a Member of a Group (See Instructions)	(a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>
3.	SEC Use Only	
4.	Source of Funds (See Instructions)	OO
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)	<input type="checkbox"/>
6.	Citizenship or Place of Organization	Delaware
Number of Shares Beneficially Owned by Each Reporting Person With	7.	Sole Voting Power 0
	8.	Shared Voting Power 345,036
	9.	Sole Dispositive Power 0

	10.	Shared Dispositive Power 345,036
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 345,036	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row (11) 3.3%	
14.	Type of Reporting Person (See Instructions) PN	

1.	Names of Reporting Persons. Strome Alpha Fund, L.P.	
2.	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC Use Only	
4.	Source of Funds (See Instructions) OO	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6.	Citizenship or Place of Organization California	
Number of Shares Beneficially Owned by Each Reporting Person With	7.	Sole Voting Power 0
	8.	Shared Voting Power 345,036
	9.	Sole Dispositive Power 0
	10.	Shared Dispositive Power 345,036
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 345,036	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row (11) 3.3%	
14.	Type of Reporting Person (See Instructions) PN	

1.	Names of Reporting Persons. Strome Investment Management, LP		
2.	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input type="checkbox"/> (b) <input type="checkbox"/>		
3.	SEC Use Only		
4.	Source of Funds (See Instructions) AF		
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>		
6.	Citizenship or Place of Organization Delaware		
Number of Shares Beneficially Owned by Each Reporting Person With	7.	Sole Voting Power	0
	8.	Shared Voting Power	345,036
	9.	Sole Dispositive Power	0
	10.	Shared Dispositive Power	345,036
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 345,036		
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/>		
13.	Percent of Class Represented by Amount in Row (11) 3.3%		
14.	Type of Reporting Person (See Instructions) PN		

1.	Names of Reporting Persons. Strome Group, Inc.		
2.	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input type="checkbox"/> (b) <input type="checkbox"/>		
3.	SEC Use Only		
4.	Source of Funds (See Instructions) AF		

5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)		
	<input type="checkbox"/>		
6.	Citizenship or Place of Organization		
	Delaware		
Number of Shares Beneficially Owned by Each Reporting Person With	7.	Sole Voting Power	0
	8.	Shared Voting Power	345,036
	9.	Sole Dispositive Power	0
	10.	Shared Dispositive Power	345,036
11.	Aggregate Amount Beneficially Owned by Each Reporting Person		
	345,036		
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)		
	<input type="checkbox"/>		
13.	Percent of Class Represented by Amount in Row (11)		
	3.3%		
14.	Type of Reporting Person (See Instructions)		
	CO		

1.	Names of Reporting Persons.		
	Mark E. Strome		
2.	Check the Appropriate Box if a Member of a Group (See Instructions)		
	(a) <input type="checkbox"/> (b) <input type="checkbox"/>		
3.	SEC Use Only		
4.	Source of Funds (See Instructions)		
	AF		
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)		
	<input type="checkbox"/>		
6.	Citizenship or Place of Organization		
	United States		
Number of Shares Beneficially Owned by Each Reporting Person With	7.	Sole Voting Power	203,869
	8.	Shared Voting Power	345,036
	9.	Sole Dispositive Power	203,869

	10.	Shared Dispositive Power 345,036
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 548,905	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row (11) 5.3%	
14.	Type of Reporting Person (See Instructions) IN	

**Item 1. Security and Issuer**

This statement on Schedule 13D/A relates to the common stock, \$0.001 par value (the "Common Stock"), of Zivo Bioscience, Inc., a Michigan corporation (the "Issuer"). The Issuer's principal offices are located at 21 E. Long Lake Road, Suite 100, Bloomfield Hills, Michigan 48304.

**Item 2. Identity and Background**

This statement is being filed by the following persons (each a "Reporting Person" and, collectively, the "Reporting Persons"):

- (i) Strome Mezzanine Fund, LP, which is a Delaware limited partnership ("Strome Mezzanine");
- (ii) Strome Alpha Fund, L.P., which is a California limited partnership ("Strome Alpha");
- (iii) Strome Investment Management, LP, which is a Delaware limited partnership and the general partner of each of Strome Mezzanine and Strome Alpha;
- (iv) Strome Group, Inc., which is a Delaware corporation and the general partner of Strome Investment Management, LP; and
- (v) Mark E. Strome, who is a United States citizen and the sole director, president, and chief executive officer of Strome Group, Inc.

The principal business address for each of these entities and Mr. Strome is 1688 Meridian Ave., Suite 727, Miami Beach, Florida 33139. The principal business of each of Strome Mezzanine, Strome Alpha and Strome Investment Management, LP is to invest in both public and private securities. The principal business of Strome Group, Inc. is to act as a holding company for business investments, and the principal occupation of Mr. Strome is serving as the President of the Strome Group, Inc.

During the last five years, none of the Reporting Persons (i) have been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors) or (ii) was a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree, or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

**Item 3. Source and Amount of Funds or Other Consideration**

On May 28, 2021, the Issuer effected a reverse stock split of its issued and outstanding shares of Common Stock and treasury shares on a 1-for-80 basis ("Reverse Stock Split"). As a result of the Reverse Stock Split, every 80 shares of Common Stock that the Reporting Persons beneficially owned were converted into 1 share of Common Stock.

After giving effect to the Reverse Stock Split, Strome Mezzanine has acquired or has the right to acquire beneficial ownership of 270,387 shares of Common Stock, which were issued or are issuable as follows: (i) 251,637 were issued on June 2, 2021 in accordance with the Debt Extension and Conversion Agreement, dated March 3, 2021, by and among Strome Mezzanine, Strome Alpha and HEP Investments, LLC ("HEP"), attached hereto as Exhibit 8 and incorporated herein by reference ("Debt Extension and Conversion Agreement") upon conversion of the Eleventh Amended and Restated Senior Secured Convertible Promissory Note dated May 16, 2018 made by the Issuer (the "Note") in favor of HEP issued pursuant to the First Amended and Restated Participation Agreement between HEP, Strome Mezzanine, Strome Alpha and the Issuer dated June 28, 2018 attached as Exhibit 5 and incorporated by this reference (the "A&R Participation Agreement"); and (ii) 18,750 are issuable upon exercise of a warrant issued to Strome Mezzanine by the Issuer in consideration of Strome Mezzanine's funding of the Co-Development Participation Agreement dated October 8, 2020 between Strome Mezzanine and the Issuer attached hereto as Exhibit 7 and incorporated by this reference (the "License Participation Agreement"). Strome Mezzanine paid its \$1,691,187.08 obligation under the A&R Participation Agreement from investment capital in two payments of \$500,000 each on July 21, 2017 and September 20, 2017, and one payment of \$691,187.08 on June 1, 2018. Strome Mezzanine paid its \$500,000 obligation under the License Participation Agreement from investment capital on October 8, 2020.

After giving effect to the Reverse Stock Split, Strome Alpha has acquired beneficial ownership of 74,649 shares of Common Stock, which were issued on June 2, 2021 in accordance with the Debt Extension and Conversion Agreement upon conversion of the Note issued pursuant to the A&R Participation Agreement. Strome Alpha paid its \$500,000 obligation under the A&R Participation Agreement from investment capital in one payment of \$500,000 on November 17, 2017.

After giving effect to the Reverse Stock Split, Mark Strome may be deemed to beneficially own 548,905 shares of Common Stock. Of that amount, 203,869 shares of Common Stock are held of record by the Mark E. Strome Living Trust U/A/D January 15, 1997 (the "Trust"). Mr. Strome has the authority to revoke the Trust and acquire beneficial ownership of such Common Stock. The Trust purchased 8,819,996 shares of Common Stock for \$881,996.61 on May 11, 2018, and 4,268,163 shares of Common Stock for \$426,816.31 on May 23, 2018, both from the assets of the Trust, which shares of Common Stock were converted to 110,249 shares of Common Stock and 53,352 share of Common Stock, respectively, as a result of the Reverse Stock Split. On June 2, 2021, pursuant to the Issuer's public offering of Common Stock and Common Stock

Warrants, the Trust purchased, from the assets of the Trust: (a) 40,000 shares of Common Stock from the Issuer at \$4.99 per share and (b) immediately exercisable Common Stock Warrants from the Issuer for 40,000 shares of Common Stock at \$0.01 per warrant (the "IPO Warrants"). The Trust subsequently sold 25,778 shares of Common Stock and a portion of the IPO Warrants with respect to 13,954 shares of Common Stock. As of the date of this Amendment, and after giving effect to the foregoing sales of Common Stock and IPO Warrants, the Trust holds 177,823 shares of Common Stock and IPO Warrants for 26,046 shares of Common Stock.

#### Item 4. Purpose of Transaction

On July 21, 2017, Strome Mezzanine, HEP and the Issuer entered into the Participation Agreement attached as Exhibit 2 and incorporated by this reference, which was subsequently amended by the Amendment to Participation Agreement, Guaranty, Warrants and Amended and Restated Registration Rights Agreement dated November 15, 2017 attached as Exhibit 3 and incorporated by this reference (the "Amendment," and the Participation Agreement as so amended, the "Participation Agreement"). The Amendment added Strome Alpha as a party to the Participation Agreement. Under the terms of the Participation Agreement, Strome Mezzanine purchased a participation right for the amount of \$1.0 million in the Note, and Strome Alpha purchased a participation right for the amount of \$500,000 in the Note. The payments pursuant to the Participation Agreement were paid in three equal tranches; the first two tranches of \$500,000 were paid by Strome Mezzanine and the third tranche of \$500,000 was paid by Strome Alpha. Upon each payment, Strome Mezzanine or Strome Alpha, as applicable, received the right to convert its payment to 62,500 shares of Common Stock (after giving effect to the Reverse Stock Split), and received immediately exercisable warrants. As of the date of this Amendment, such warrants have expired and are no longer exercisable by the applicable Reporting Person. Further, as a result of the conversion of the Note into shares of Common Stock on June 2, 2021, the Participation Agreement is no longer in effect.

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On May 11, 2018, the Trust purchased 8,819,996 shares of Common Stock, and on May 23, 2018, the Trust purchased an additional 4,268,163 shares of Common Stock, which shares of Common Stock were converted to 110,249 shares of Common Stock and 53,352 share of Common Stock, respectively, as a result of the Reverse Stock Split. On June 2, 2021, pursuant to the Issuer's public offering of Common Stock and Common Stock Warrants, the Trust purchased, from the assets of the Trust: (a) 40,000 shares of Common Stock from the Issuer at \$4.99 per share and (b) the IPO Warrants. The Trust subsequently sold 25,778 shares of Common Stock and a portion of the IPO Warrants with respect to 13,954 shares of Common Stock. As of the date of this Amendment, and after giving effect to the foregoing sales of Common Stock and IPO Warrants, the Trust holds 177,823 shares of Common Stock and IPO Warrants for 26,046 shares of Common Stock

On June 28, 2018, Strome Mezzanine, Strome Alpha, HEP and the Issuer entered into the A&R Participation Agreement. Under the terms of the A&R Participation Agreement, Strome Mezzanine purchased a participation right in the Note for the additional amount of \$691,187.08 using investment capital, which was paid on June 1, 2018. Upon the purchase of the participation right in the Note, Strome Mezzanine received immediately exercisable warrants from the Issuer for an additional 312,500 shares of Common Stock (after giving effect to the Reverse Stock Split). To induce Strome Mezzanine to purchase a participation right under the A&R Participation Agreement, the manager of HEP guaranteed certain of the Issuer's obligations and liabilities to repay the principal of the Note in the event that the Issuer becomes insolvent, dissolves or files for federal bankruptcy protection on or before June 28, 2020. The Guaranty dated June 28, 2018 made by Laith Yaladoo in favor of Strome Mezzanine is attached hereto as Exhibit 6 and is incorporated by this reference (the "Guaranty"). As of the date of this Amendment, such warrants have expired and are no longer exercisable by the applicable Reporting Person. Further, as a result of the conversion of the Note into shares of Common Stock on June 2, 2021, the A&R Participation Agreement and the Guaranty are no longer in effect.

On October 8, 2020, Strome Mezzanine and the Issuer entered into the License Participation Agreement. Under the terms of the License Participation Agreement, Strome Mezzanine purchased a participation right in certain licenses by the Company of its intellectual property, trade secrets, know how or products. Upon the purchase of the participation right under the License Participation Agreement, Strome Mezzanine received immediately exercisable warrants from the Issuer for 18,750 shares of Common Stock (after giving effect to the Reverse Stock Split).

The Reporting Persons' participation in the Note and in the License Participation Agreement and the Reporting Persons' acquisition of the warrants and Common Stock is for investment purposes. Depending on their continuing evaluation of the business and prospects of the Issuer, the Reporting Persons may acquire or dispose of additional shares, or rights to receive shares, of the Issuer.

Except as set forth above, the Reporting Persons do not have any present plans which relate to or would result in:

- (i) The acquisition by any person of additional securities of the issuer, or the disposition of securities of the issuer;
- (ii) An extraordinary corporate transaction, such as a merger, reorganization or liquidation, involving the issuer or any of its subsidiaries;

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- (iii) A sale or transfer of a material amount of assets of the issuer or any of its subsidiaries;
- (iv) Any change in the present board of directors or management of the issuer, including any plans or proposals to change the number or term of directors or to fill any existing vacancies on the board;
- (v) Any material change in the present capitalization or dividend policy of the issuer;
- (vi) Any other material change in the issuer's business or corporate structure, including but not limited to, if the issuer is a registered closed-end investment company, any plans or proposals to make any changes in its investment policy for which a vote is required by section 13 of the Investment Company Act of 1940;
- (vii) Changes in the issuer's charter, bylaws or instruments corresponding thereto or other actions which may impede the acquisition of control of the issuer by any person;
- (viii) Causing a class of securities of the issuer to be delisted from a national securities exchange or to cease to be authorized to be quoted in an inter-dealer quotation system of a registered national securities association;
- (ix) A class of equity securities of the issuer becoming eligible for termination of registration pursuant to section 12(g)(4) of the Act; or
- (x) Any action similar to any of those enumerated above.

#### Item 5. Interest in Securities of the Issuer

(a-b) The aggregate number and percentage of the shares of Common Stock outstanding beneficially owned by each Reporting Person set forth below and on pages 2-6 hereof are based on 10,449,660 shares of Common Stock outstanding as of August 1, 2023.

Reporting Person	Amount beneficially owned	Percent of class	Sole power to vote or direct the vote	Shared power to vote or direct the vote	Sole power to dispose or to direct the disposition of	Shared power to dispose or direct the disposition of	Amount of beneficially owned securities subject to right to acquire
Strome Mezzanine Fund, LP	345,036	3.3%	0	345,036	0	345,036	345,036
Strome Alpha Fund, L.P.	345,036	3.3%	0	345,036	0	345,036	345,036
Strome Investment Management, LP	345,036	3.3%	0	345,036	0	345,036	345,036
Strome Group, Inc.	345,036	3.3%	0	345,036	0	345,036	345,036
Mark E. Strome	548,905	5.3%	203,869	345,036	203,869	345,036	345,036

(c) None.

(d) None.

(e) Not applicable.

#### Item 6. Contracts, Arrangements, Understandings or Relationships With Respect to the Securities of the Issuer

Item 4 above summarizes provisions of the Participation Agreement, the amendment to the Participation Agreement, the Note, the Guaranty, the A&R Participation Agreement, the Second Guaranty, the License Participation Agreement, and the Debt Extension and Conversion Agreement and is incorporated herein by reference. Copies of the Participation Agreement, the amendment to the Participation Agreement, the Note, the Guaranty, the A&R Participation Agreement, the Second Guaranty, the License Participation Agreement, and the Debt Extension and Conversion Agreement are filed as exhibits to this Schedule 13D/A and are incorporated by reference. As of the date of this Amendment, the Participation Agreement, the Note, the Guaranty, the A&R Participation Agreement and the Second Guaranty are no longer in effect.

Strome Mezzanine and Strome Alpha intend to act together to pursue a common strategy of acquisition or disposition with respect to their investment in the Issuer. Such understanding has not been reduced to a written agreement.

#### Item 7. Material to be Filed As Exhibits

Exhibit Number	Description
1	<a href="#">Joint Filing Agreement dated November 21, 2017, by and among Strome Mezzanine Fund, LP, Strome Alpha Fund, L.P., Strome Investment Management, LP, Strome Group, Inc., and Mark E. Strome, incorporated by reference from Exhibit 1 to Strome Mezzanine's Schedule 13D/A filed with the SEC on November 21, 2017</a>
2	<a href="#">Participation Agreement dated July 21, 2017 by and between HEP Investments, LLC and Strome Mezzanine Fund, LP, incorporated by reference from Exhibit 2 to Strome Mezzanine's Schedule 13D filed with the SEC on July 31, 2017</a>
3	<a href="#">Amendment to Participation Agreement, Guaranty, Warrants and Amended and Restated Registration Rights Agreement dated November 15, 2017 by and among Strome Mezzanine Fund LP, Strome Alpha Fund, L.P., HEP Investments, LLC, Zivo Bioscience, Inc. and Laith Yaladoo, incorporated by reference from Exhibit 3 to Strome Mezzanine's Schedule 13D/A filed with the SEC on November 21, 2017</a>
4	<a href="#">Eleventh Amended and Restated Senior Secured Convertible Promissory Note dated May 16, 2018 made by Zivo Bioscience, Inc. in favor of HEP Investments LLC, incorporated by reference from Exhibit 10.2 to Zivo Bioscience, Inc.'s Form 8-K filed with the SEC on May 18, 2018</a>
5	<a href="#">First Amended and Restated Participation Agreement dated June 28, 2018, among Strome Mezzanine Fund LP, Strome Alpha Fund LP and HEP Investments, LLC, incorporated by reference from Exhibit 7 to Strome Mezzanine's Schedule 13D/A filed with the SEC on October 24, 2018</a>
6	<a href="#">Guaranty dated June 28, 2018 made by Laith Yaladoo in favor of Strome Mezzanine Fund, incorporated by reference from Exhibit 8 to Strome Mezzanine's Schedule 13D/A filed with the SEC on October 24, 2018</a>
7	<a href="#">License Co-Development Participation Agreement dated October 8, 2020, by and between Zivo Bioscience, Inc. and Strome Mezzanine Fund, LP incorporated by reference from Exhibit 9 to Strome Mezzanine's Schedule 13D/A filed with the SEC on October 13, 2020.</a>
8	<a href="#">Debt Extension and Conversion Agreement, dated March 3, 2021, by and among Strome Mezzanine Fund, LP, Strome Alpha Fund, LP and HEP Investments, LLC.</a>

#### SIGNATURE

After reasonable inquiry, and to the best of my knowledge and belief, the undersigned hereby certifies that the information set forth in this statement is true, complete and correct.

Date: October 30, 2023

**Strome Mezzanine Fund, LP**

By: Strome Investment Management, LP  
Its: General Partner

By: Strome Group, Inc.  
Its: General Partner

By: /s/ Mark E. Strome  
Name: Mark E. Strome  
Its: President

**Strome Alpha Fund, L.P.**

By: Strome Investment Management, LP

Its: General Partner

By: Strome Group, Inc.  
Its: General Partner

By: /s/ Mark E. Strome  
Name: Mark E. Strome  
Its: President

**Strome Investment Management, LP**

By: Strome Group, Inc.  
Its: General Partner

By: /s/ Mark E. Strome  
Name: Mark E. Strome  
Its: President

**Strome Group, Inc.**

By /s/ Mark E. Strome  
Name: Mark E. Strome  
Its: President

/s/ Mark E. Strome  
Mark E. Strome

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**DEBT EXTENSION AND CONVERSION AGREEMENT**

THIS DEBT EXTENSION AND CONVERSION AGREEMENT (this "Agreement") is dated as of March 3, 2021 by and between Strome Mezzanine Fund LP and Strome Alpha Fund LP (the "Participant"), and HEP Investments, LLC, a Nevada corporation (the "Lender").

**BACKGROUND**

A. Zivo Bioscience, Inc., a Nevada corporation ("Borrower" or "Company"), is indebted to Lender pursuant to a Loan Agreement (as amended from time to time) and a Tenth Amended and Restated Senior Secured Convertible Promissory Note, in the face amount of up to \$20,000,000.00. In connection therewith, the Borrower and its affiliates have delivered to Lender, without limitation, the Security Agreement, an IP Security Agreement, a Guaranty of Health Enhancement Corporation and HEPI Pharmaceuticals, Inc., a Security Agreement (Subsidiaries) and various patent assignments (each of the foregoing together with all such other loan, guarantee and collateral documents collectively, as amended and/or restated from time to time, the "Loan Documents"). All capitalized terms not defined in this Agreement shall have the same meaning as defined in one or more of the Loan Documents, as context dictates; and without limiting the generality of the foregoing, the term "Obligations" as used herein shall have the meaning set forth in that certain Security Agreement, dated as of December 1, 2011

B. Pursuant to a Participation Agreement dated July 21, 2017 and the First Amended and Restated Participation Agreement dated June 6, 2018, the Participant purchased a Participation in the Loan and Loan Documents for a total principal amount of \$2,191,187, with an interest rate of eleven percent (11%) from the Lender. The Participant's debt to the Lender is secured by a Security Agreement and other security documents as set forth in the Loan Agreements.

C. The Company believes that various features of its borrowing arrangement make the raising of capital from other sources more difficult, and that the conversion of a significant portion of the Convertible Notes will be required for the Company to raise needed capital from sources other than the Lender.

**NOW, THEREFORE**, the parties agree as follows:

1. Interest Rate of the Convertible Notes. The Participant hereby acknowledges that the interest rate of the Notes remains eleven percent (11%) per annum, and that Participant will not demand payment of the Notes prior to June 1, 2021.

2. Conversion of the Convertible Notes. The Participant hereby agrees that its Notes and related accrued interest shall be converted into shares of common stock of the Company at the conversion rate of \$0.10 per share (on the terms and otherwise in accordance with the terms set forth in the Loan Documents (as defined in the Loan Agreement)) automatically and without any further action on the part of Participant upon, and concurrently with, the closing by the Company of the sale of at least \$10 million in common shares to one or more third party investors (the "Capital Raise").

3. Modification of Agreements. Upon the conversion of the Notes as provided above, Participant and the Lender agree to take all necessary and appropriate action to appropriately amend or terminate the various agreements pursuant to which the Notes were issued, including, if and only if all of the Notes are converted in the Capital Raise, all actions necessary to release any and all security interests held by Participant relating to the Company's tangible or intangible assets.

4. Miscellaneous Provisions.

(a) Survival. The agreements, undertakings, representations, warranties, and obligations contained in this Agreement shall survive the consummation of all transactions contemplated by this Agreement, and this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and assigns.

(b) Further Assurances. The parties agree (i) to furnish upon request to each other such further information, (ii) to execute and deliver to each other such other documents, and (iii) to do such other acts and things, all as the other party may reasonably request for the purpose of carrying out the intent of this Agreement.

(c) Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signature on each such counterpart were upon the same instrument.

(d) Successors and Assigns. This Agreement shall be binding upon and inure solely to the benefit of each party and its or his respective successors and assigns. Nothing in this Agreement, express or implied, is intended to or shall confer upon any other person any rights, benefits or remedies of any nature whatsoever under or by reason of this Agreement.

(e) Governing Law: Jurisdiction and Venue. All issues and questions concerning the application, construction, validity, interpretation and enforcement of this Agreement shall be governed by and construed in accordance with the internal laws of the State of Michigan, without giving effect to any choice or conflict of law provision or rule (whether of the State of Michigan or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Michigan.

(f) Submission to Jurisdiction. The parties hereby agree that any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby, whether in contract, tort or otherwise, shall be brought in the courts of Oakland County, Michigan, so long as one of such courts shall have subject-matter jurisdiction over such suit, action or proceeding, and that any cause of action arising out of this Agreement shall be deemed to have arisen from a transaction of business in the State of Michigan. Each of the parties hereby irrevocably consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding which is brought in any such court has been brought in an inconvenient forum.

(g) WAIVER OF JURY TRIAL. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE REDEEMED UNIT AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

(h) Counterparts. This Agreement may be executed in any number of counterparts, and all of which taken together will constitute one instrument. The parties acknowledge that copies of this Agreement, including signatures to the Agreement, which are reproduced or transmitted via facsimile, by electronic mail in PDF form, or by any other electronic means designed to preserve the original graphic and pictorial appearance of a document, will be deemed to have the same effect as physical delivery of the

paper document bearing the original signatures.

(i) Amendments. This Agreement may be amended, supplemented or changed only by an agreement in writing which makes specific reference to this Agreement or the agreement delivered pursuant hereto, as the case may be, and which is signed by the party against whom enforcement of any such amendment, supplement or modification is sought.

(j) Entire Agreement. This Agreement, together with the other agreements contemplated hereby, constitutes the full and entire understanding and agreement among the parties with respect to the transactions contemplated in this Agreement, and supersedes all prior representations, warranties, discussions, understandings or agreements relating thereto, all of which are hereby declared to be null and void and of no further force or effect.

EACH OF THE PARTIES HERETO ACKNOWLEDGES AND AGREES THAT HE OR IT HAS HAD ADEQUATE OPPORTUNITY AND TIME TO READ AND REVIEW THIS AGREEMENT AND THE INSTRUMENTS AND AGREEMENTS REFERENCED HEREIN, TO CONSIDER THEIR EFFECT, AND TO HAVE THEM REVIEWED BY LEGAL COUNSEL. EACH PARTY IS, THEREFORE, KNOWINGLY AND VOLUNTARILY ENTERING INTO THIS AGREEMENT.

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

**PARTICIPANT:**

/s/ Mark Strome

Strome Mezzanine Fund LP  
Mark Strome, as President and CEO of Strome Investment  
Management LP, its general partner

/s/ Mark Strome

Strome Alpha Fund LP  
Mark Strome, as President and CEO of Strome Investment  
Management LP, its general partner

**LENDER:**

/s/ Laith Yaldao

Laith Yaldao  
Member  
HEP Investments LLC