Exhibit 5.1

StemExpress Second Response to Senate Judiciary Committee September 17 Letter

Request No.	Description
1	**Please provide a list of all the entities from which StemExpress has ever acquired fetal tissue, including each entity's address and point of contact.**

StemExpress has obtained fetal tissue from two Planned Parenthood affiliates, Planned Parenthood Mar Monte ("PPMM") and Planned Parenthood Shasta Pacific ("PPSP"). As you know, StemExpress terminated its relationship with PPMM and PPSP in August 2015. The contact information for PPMM and PPSP is listed below.

- PPMM: 691 The Alameda, San Jose, CA 95126; POC: Dorothy Fergerson, MD; Medical Director
- PPSP: 2185 Pacheco Street, Concord, CA 94520; POC: Phyllis Scheonwald, MD; VP of Medical Services

StemExpress has also obtained fetal tissue from five independent (non-Planned Parenthood) clinics. StemExpress agrees to identify the states where it has agreements with independent clinics, but will not be providing the names of these clinics to protect their safety and security. To that end, StemExpress has agreements with independent clinics in the following five states:

- Arkansas – one independent clinic
- Arizona – one independent clinic
- California – one independent clinic
- Florida – one independent clinic
- Washington – one independent clinic

Request No.	Description
2	**Please provide copies of all contracts StemExpress has, had, or proposed with suppliers of fetal tissue since the company's creation in 2010, regardless of affiliation with Planned Parenthood, not including the two particular contracts StemExpress has already provided. If StemExpress has acquired fetal tissue from any source without a contract, please list the source entity and the terms of the acquisition.**

See enclosed production of two exemplar agreements between StemExpress and independent clinics, redacted to remove identifying information. The terms of all of StemExpress's agreements with independent clinics are substantially similar to one of these two agreements.

CONFIDENTIAL / PROPRIETARY BUSINESS RECORDS

StemExpress Second Response to Senate Judiciary Committee September 17 Letter

Request No.	Description
3	**Please provide copies of all monthly invoices StemExpress received from Planned Parenthood Mar Monte from April 2010 to the present.**

Please see enclosed production.

Request No.	Description
4	**Please provide copies of all monthly invoices StemExpress received from Planned Parenthood Shasta Pacific from May 2012 to the present.**

Please see enclosed production.

Request No.	Description
5	**Please provide all records relating to communications with Planned Parenthood Mar Monte personnel regarding StemExpress' contract with that affiliate, including communications regarding initial requests to enter into a contract, to convince the affiliate that StemExpress would be a better contractual partner than its competitor, discussions of contractual terms, and any other sales pitches or promotional materials provided.**

Please see enclosed production.

CONFIDENTIAL / PROPRIETARY BUSINESS RECORDS

Exhibit 5.2

StemExpress First Response to House Select Panel Document Requests

Request No.	Description
1	**A list of all entities, including firms, corporations, non-profit organizations, and educational institutions, from which StemExpress receives or procures fetal tissue.**

StemExpress LLC ("StemExpress") has previously obtained fetal tissue from two Planned Parenthood affiliates:

- Planned Parenthood Mar Monte ("PPMM")
- Planned Parenthood Shasta Pacific ("PPSP")

StemExpress terminated its relationship with PPMM and PPSP in August 2015 and, therefore, has not received any tissue from either Planned Parenthood affiliate since that time.

StemExpress has also received fetal tissue from independent (non-Planned Parenthood) clinics. StemExpress agrees to identify the states where it has agreements with independent clinics, but will not be voluntarily providing the names of these clinics to protect their safety and security. To that end, StemExpress has active agreements with independent clinics in the following three states to procure fetal tissue that is used solely for the production of isolated stem cells (*i.e.*, StemExpress LLC no longer provides unaltered fetal tissue to any of its research partners or customers):

- California – one independent clinic
- Florida – one independent clinic
- Washington – one independent clinic

StemExpress First Response to House Select Panel Document Requests

Request No.	Description
2	**A list of all entities, including firms, corporations, non-profit organizations, and educational institutions, to which StemExpress sells or donates fetal tissue.**

StemExpress is a small life sciences company that supports leading research institutions in the United States and internationally—including medical schools, pharmaceutical companies, and federal agencies—to provide stem cells and other human tissue critical to medical research. Cells produced by the physicians, scientists, medical technicians and nurses at StemExpress are currently used in research globally aimed at finding cures and treatments for cancer, diabetes, HIV/AIDS, cardiac disease, and other significant medical conditions.

StemExpress deeply values the confidentiality of its research partners and customers; in fact, many of the company's contracts are subject to non-disclosure agreements and, therefore, cannot be voluntarily produced. However, as discussed with Select Panel staff, several of StemExpress' customer relationships are public and can be identified for your consideration:

Universities and Medical Schools:

- Dartmouth College
- Duke University
- Harvard Medical School
- Johns Hopkins University
- Stanford University
- University of California, Los Angeles
- University of Connecticut
- University of Pennsylvania
- Yale University

Pharmaceutical and Life Sciences Companies:

- Ariosa Diagnostics
- BD
- Genentech
- The Jackson Laboratory
- Novartis
- PerkinElmer
- Pfizer
- Quest Diagnostics
- Roche

Federal Government:

- U.S. Food and Drug Administration (FDA)

StemExpress First Response to House Select Panel Document Requests

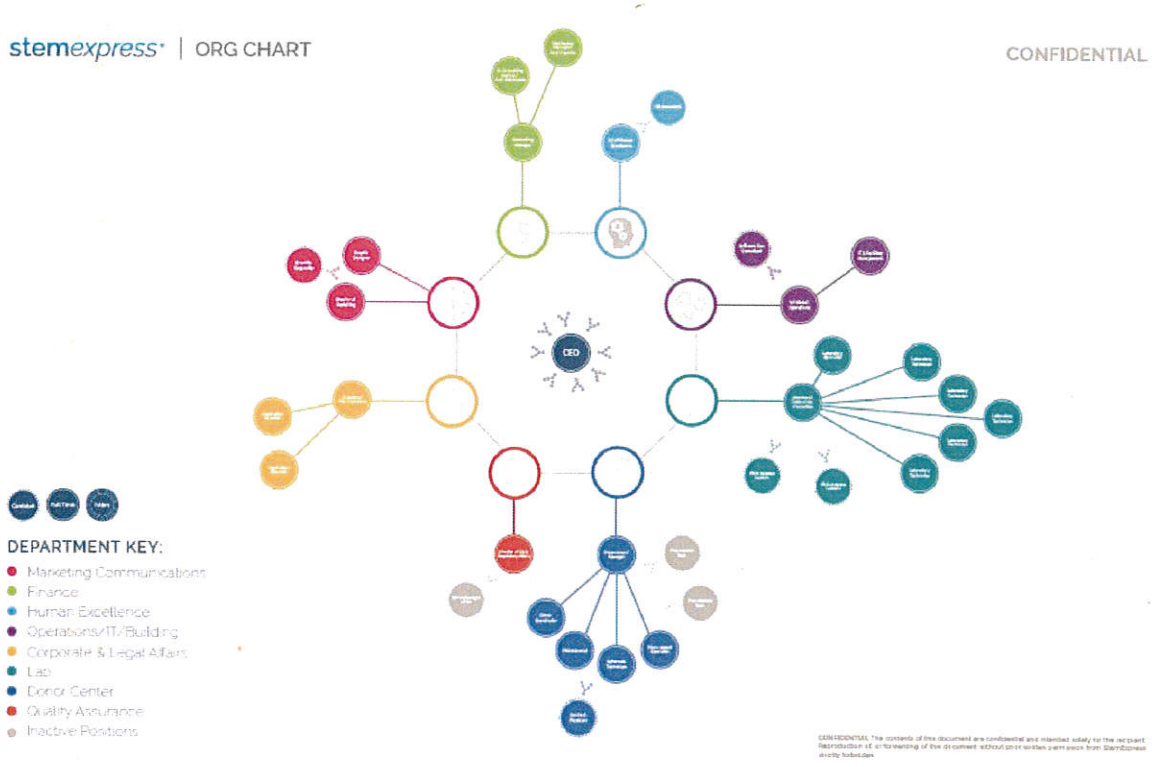
Request No.	Description
3	**A list of all entities, including firms, corporations, non-profit organizations, and educational institutions, to which StemExpress transferred, subcontracted or sold any business interest or business assets related to the procurement or sale of fetal tissue.**

StemExpress' response to this request is in process and is expected to be completed by January 29, 2016.

StemExpress First Response to House Select Panel Document Requests

Request No.	Description
4	**An organization chart that details StemExpress personnel that procure fetal tissue at the clinic level and the supervisory personnel for those procurers of fetal tissue.**

Please see the enclosed production for a copy of StemExpress' organizational chart (pasted below for reference). During the time period when StemExpress was working with Planned Parenthood, StemExpress Procurement Technicians (some of which were full-time employees and others of which were contractors) assisted Planned Parenthood personnel with the procurement of tissues for use in medical research and reported to StemExpress' Procurement Manager. These positions were eliminated when StemExpress terminated its relationship with Planned Parenthood in August 2015. At present, StemExpress does not have any personnel working in clinics other than to provide initial training for independent clinic staff.



StemExpress First Response to House Select Panel Document Requests

Request No.	Description
5	**All communications, whether internal or external, that direct StemExpress personnel to procure fetal tissue, including, but not limited to memoranda, emails, telephone messages, and purchase orders or bills of sale.**

StemExpress' response to this request is in process and is expected to be completed by January 29, 2016. Per the agreement reached with the Select Panel staff, StemExpress is collecting responsive materials for the period of January to April 2015.

StemExpress First Response to House Select Panel Document Requests

Request No.	Description
6	**All accounting records including accounting memoranda related to the cost and pricing of fetal tissue.**

The overwhelming majority of StemExpress' business involves isolating and purifying cells derived from donated adult tissue and blood (described in greater detail below). A small portion of our work-flow involves isolated cells that are manufactured using fetal tissue. As of January 2016, StemExpress has discontinued completely the sale of unaltered fetal tissue.

To be clear, less than one percent of StemExpress' business in 2014 and 2015 dealt with unaltered fetal tissue, which has been the source of criticism in the attacks against StemExpress and Planned Parenthood since July 2015. In fact, the central reason that StemExpress offered unaltered fetal tissue to our customers was as an extension of our cell isolation business, as some customers sought both isolated cells manufactured by StemExpress and, on occasion, decided to perform their own cell isolations using unaltered tissue they sought from our company.

Unaltered Fetal Tissue

As a general matter, StemExpress' limited business in unaltered fetal tissue—which represented less than one percent of the company's revenue in 2014 and has since been discontinued—resulted in a *net loss* for the company. For example, StemExpress manually reviewed records for 2014 and determined that unaltered fetal tissue procured from Planned Parenthood affiliates generated approximately $50,000 in gross (pre-tax) revenue against expenses in excess of $75,000. StemExpress charged researchers a fee of roughly $500 to $600 for unaltered tissues, but incurred directly associated expenses of approximately $750 to $1,000 for each procurement. Part of those expenses included the roughly $30,000 paid to two Planned Parenthood clinics for reasonable costs and expenses before StemExpress terminated our relationship with them in August 2015. Other expenses included compensation paid to StemExpress' tissue procurement personnel and costs associated with training, packaging and ordering supplies, overnight shipping charges, infectious disease screening, and general overhead associated with safely and securely providing these products to our customers.

Some may ask why would we offer any service/product at a loss, and the answer is our mission statement – *StemExpress accelerates the cure and prevention of significant medical conditions at life changing speed.*

StemExpress First Response to House Select Panel Document Requests

Manufactured Isolated Cells

The remainder of StemExpress' work with fetal tissue consists of a complex, time-intensive, and expensive cell isolation manufacturing process that takes place in the company's Placerville, California laboratory. We are not alone in the production of isolated cells using fetal tissue (some of our peer competitors in this space include two publicly traded companies with market caps of $6.9 billion and $43 million, respectfully). StemExpress employs a highly educated, extensively trained laboratory staff that includes several university-trained molecular biologists. Our laboratory staff often spends thousands of hours developing and optimizing specific protocols used to manufacture cell isolations. Those protocols may take several shifts in the lab to implement for each batch of isolated cell product that is prepared to meet our customers' requests. Fetal tissues received are unusable for cell isolation processing over forty percent of the time. This low number is exacerbated because as often as a quarter of the time, the results of our laboratory staff's efforts produce such low production yields that no salable output is produced due to anticipated complications in the manufacturing process. While StemExpress' cell isolation protocols are highly confidential and proprietary and have taken four years to develop, we are producing a third-party (public) description of cell isolation procedures for developing CD34 stem cells (one of the isolated cell products offered by StemExpress) to provide additional context regarding the complexity of this manufacturing process.

StemExpress First Response to House Select Panel Document Requests

Request No.	Description
7	**All specific requests made to StemExpress for fetal tissue made by any and all firms, corporations, non-profit organizations, educational institutions, or other entities, including, but not limited to, order lists, billing records, payment records, payment vouchers, and receipts.**

StemExpress' response to this request is in process and is expected to be completed by January 29, 2016. Per the agreement reached with the Select Panel staff, StemExpress is collecting responsive materials for the period of January to April 2015.

StemExpress First Response to House Select Panel Document Requests

Request No.	Description
8	**All documents relating to the purchase, ownership, or rental by StemExpress of equipment involving fetal tissue research, the preparation of fetal tissue for research, the modification of fetal tissue into cell lines, or any other actions taken by StemExpress related to fetal tissue including, but not limited to, the date the equipment was purchased, its purchase price, its maintenance costs, and records of the depreciation treatment under the tax code of any such equipment.**

StemExpress' response to this request is in process and is expected to be completed by January 29, 2016.

StemExpress First Response to House Select Panel Document Requests

Request No.	Description
9	**An inventory record of all fetal tissues obtained, sold, or retained by StemExpress, as well as an inventory of current fetal tissue including, in particular, any records that refer to multiple tissue samples or organs or body parts harvested from a single fetus.**

StemExpress' response to this request is in process and is expected to be completed by January 29, 2016. Per the agreement reached with the Select Panel staff, StemExpress is collecting responsive materials for the period of January to April 2015.

StemExpress First Response to House Select Panel Document Requests

Request No.	Description
10	**All records related to any fetal tissue or cell lines procured or sold from twin fetuses.**

StemExpress' response to this request is in process and is expected to be completed by January 29, 2016. Per the agreement reached with the Select Panel staff, StemExpress is collecting responsive materials for the period of January to April 2015.

As a general matter, however, StemExpress has previously received requests for fetal tissue (or isolated cells) derived from twin fetuses, but has very rarely been able to fulfill these isolated and uncommon customer requests. To the extent that StemExpress is able to look beyond the four-month period in 2015 to identify such requests, we will endeavor to provide additional information.

StemExpress First Response to House Select Panel Document Requests

Request No.	Description
11	**All documents relating to rent or site fees paid to entities from which StemExpress obtained, sold, or donated fetal tissue.**

StemExpress does not pay any rent or site fees to the independent clinics with which it currently works to obtain fetal tissue used solely in the production of isolated stem cells. Similarly, at the time when StemExpress personnel were onsite at Planned Parenthood clinics (prior to the August 2015 termination), the company did not pay a separate rent or site fee to PPMM or PPSP. Instead, any costs/expenses related to rent or space usage were rolled into the single payment to reimburse the clinic for its expenses.

The costs incurred by StemExpress were not uniform across all procurement of fetal tissues. However, the estimated costs below are a conservative estimate (*i.e.*, underestimate) of the costs and expenses associated with the procurement of fetal liver tissue at a Planned Parenthood clinic (*i.e.*, prior to August 2015, when StemExpress had personnel working onsite in the clinics). The costs/expenses of procurement were generally the same whether the tissue was being sent directly to a researcher in unaltered form or back to StemExpress' laboratory for use in the manufacture of isolated cells.

Estimated Cost for Procurement of Fetal Liver Tissue Sample

Item	Description	Time	Est. Cost
Procurement Manager labor	Receive and evaluate purchase order, enter into Sage and task board, assign to clinics	1 hour x $35	$35
Packaging supplies	Packaging all supplies needed for procurement	1 hour x $10	$10
FedEx	Supplies to clinic	N/A	$85
Mileage	Mileage paid to technician (.56/mile)	N/A	$142
Supply cost	Box, conical tube, media, petri dish, labels, biohazard bag, gel packs, etc.	N/A	$30
Technician labor	Patient consent, procurement, paperwork, packaging	8 hours x $10	$80
Technician compensation	Technician compensation package	N/A	$50
Clinic Reimbursement	Technician space, storage of supplies, blood draw chair usage, consent space	N/A	$55
Infectious disease draw	Supplies: tubes, labels, needle, biohazard bag, etc	N/A	$15
Infectious disease screening	Screening for HIV, HepB, HepC, LCMV	N/A	$155
FedEx	Shipment to the lab	N/A	$85
Procurement Manager labor	Review paperwork, communications with courier, communications with researcher	1 hours x $35	$35
Product Receipt	Receipt of product at front desk, check into Sage, check into log	1 hour x $15	$15
Inventory & Supply Management	Prorated stores management	1 hour x $20	$20

Total Estimated Cost/Expenses for Procurement of Fetal Liver Tissue: $812.00

StemExpress First Response to House Select Panel Document Requests

Request No.	Description
12	**All training materials used by StemExpress for the procurement of fetal tissue, preparation of fetal tissue, storage of fetal tissue, and training materials or guidance documents related to StemExpress staff relations with personnel or patients at the source entities from which fetal tissue is procured.**

Please see the enclosed production. However, please note that at present, no StemExpress personnel are directly involved in the procurement of fetal tissue onsite at any clinics in the United States. Since the termination of StemExpress' relationship with Planned Parenthood in August 2015, all fetal tissue obtained by StemExpress for use in the manufacture of isolated cells has been procured from independent (non-Planned Parenthood) clinics. These independent clinics handle all aspects of the patient consent process, the procurement of tissue following a termination procedure, and the packaging and shipment of the tissues to StemExpress for use in the production of isolated cells. As noted in response to Request No. 4, StemExpress personnel are only onsite at these independent clinics for initial training for the clinic's staff.

For your reference, today's production includes the following policies and training materials used by StemExpress, as well as sample protocols reflecting the complexity of the cell isolation production process that constitutes the entirety of StemExpress' current business relative to fetal tissue:

- StemExpress Policy – Infectious Disease Screening Sample
- StemExpress Policy – Labeling Blood Tubes
- StemExpress Policy – Navigating the Task Board
- StemExpress Policy – Packaging Blood and Tissue Samples
- StemExpress Policy – Researcher Procurement Record
- StemExpress Procurement Kit Overview
- Training – National Institutes of Health ("NIH") Office of Extramural Research Protecting Human Research Participants
- Miltenyi Biotec Diamond CD34 Isolation Kit

StemExpress First Response to House Select Panel Document Requests

Request No.	Description
13	**All StemExpress banking records related to the procurement, sale, donation, or distribution or shipment of fetal tissue.**

StemExpress' response to this request is in process and is expected to be completed by January 29, 2016. Per the agreement reached with the Select Panel staff, StemExpress is collecting responsive materials for the period of January to April 2015.

Exhibit 5.3

SUBPOENA

BY AUTHORITY OF THE HOUSE OF REPRESENTATIVES OF THE CONGRESS OF THE UNITED STATES OF AMERICA

To StemExpress, LLC

You are hereby commanded to be and appear before the

Committee on Energy and Commerce

Select Investigative Panel on Infant Lives

of the House of Representatives of the United States at the place, date, and time specified below.

☑ **to produce the things identified on the attached schedule** touching matters of inquiry committed to said committee or subcommittee; and you are not to depart without leave of said committee or subcommittee.

Place of production: 316 Ford House Office Building, Washington, DC 20515

Date: February 17, 2016 Time: 5:00 p.m.

☐ **to testify at a deposition** touching matters of inquiry committed to said committee or subcommittee; and you are not to depart without leave of said committee or subcommittee.

Place of testimony: _____

Date: _____ Time: _____

☐ **to testify at a hearing** touching matters of inquiry committed to said committee or subcommittee; and you are not to depart without leave of said committee or subcommittee.

Place of testimony: _____

Date: _____ Time: _____

To _____

_____ to serve and make return.

Witness my hand and the seal of the House of Representatives of the United States, at the city of Washington, D.C. this 17th day of February, 2016.

Marsha Blackburn

Chairman or Authorized Member

Attest:

Karen L. Haas

Clerk

PROOF OF SERVICE

Subpoena for
StemExpress, LLC

Address c/o M. Amandeep S. Sidhu, Esq., as attorney for StemExpress, LLC,
McDermott Will & Emery, 500 North Capitol Street, N.W., Washington, D.C., 20001-1531

before the Committee on Energy and Commerce
Select Investigative Panel on Infant Lives

U.S. House of Representatives
114th Congress

Served by (print name) _____

Title _____

Manner of service _____

_____

Date _____

Signature of Server _____

Address _____

_____

StemExpress, LLC Schedule

In accordance with the attached schedule, instructions, and definitions, you, StemExpress, LLC ("StemExpress"), are required to produce all documents in unredacted form described below:

1) Documents sufficient to show (a) all entities from which StemExpress procured fetal tissue, and (b) all entities to which StemExpress transported, sold, donated, moved, or shipped fetal tissue. Should StemExpress wish to produce a list of such entities referenced in (a) and (b) in lieu of documents, it may do so.

2) Documents sufficient to show the name and title of all StemExpress current and former personnel whose responsibilities included procuring, researching, storing, packaging for donation, sale, transport, or disposal of fetal tissue, and the identity, of any supervisory personnel under whom such individuals worked.

3) All communications and documents relating to StemExpress employee compensation resulting from or relating to fetal tissue samples procured by current and former StemExpress personnel or other persons or entities that transact business with StemExpress.

4) All communications and documents that identify any federal, state, or local government funds received, directly or indirectly, by StemExpress.

5) All communications referring or relating to abortion or fetal tissue between StemExpress and any federal, state, or local government officials or employees.

6) All communications and documents regarding any direction to StemExpress current or former personnel with respect to the procurement or disposal of fetal tissue.

7) All communications and documents that StemExpress utilizes to obtain patient consent for fetal tissue at any clinic. (See instruction below regarding HIPAA.)

8) All communications and documents, including but not limited to accounting memoranda, referring or relating to the cost and pricing of fetal tissue by StemExpress.

9) All communications and documents, sorted by customer, referring or relating to requests or orders made to StemExpress regarding fetal tissue and the amount paid by each customer to StemExpress.

10) All communications and documents referring or relating to the purchase, ownership, or rental by StemExpress of equipment for the storage, disposal, modification, or research of fetal tissue, including equipment price, purchase date, maintenance costs, and records of the depreciation treatment under the tax code of any such equipment.

11) All StemExpress banking and accounting documents, sorted by any source of fetal tissue and any customer of StemExpress, that reflect accounts payable and/or funds received that in any way refer or relate to the procurement, sale, donation, or distribution or shipment of fetal tissue.

12) Documents sufficient to show any known litigation in which StemExpress is named as a party, including any threatened or anticipated litigation. Should StemExpress wish to produce a list of such litigation, including appropriate docket information, in lieu of documents, it may do so.

Instructions

1) The relevant time period for above-referenced documents is January 1, 2011, to the present.

2) In complying with this subpoena, you are directed that no document may be redacted in any way except that all patient information protected by American Health Portability and Accountability Act of 1998 (HIPAA) shall be redacted.

3) In complying with the subpoena, be apprised that the U.S. House of Representatives and the Committee on Energy and Commerce, Select Investigative Panel on Infant Lives ("Select Panel") do not recognize any of the non-disclosure privileges associated with the common law, with the Freedom of Information Act, with attorney client privilege, or contractual privileges such as non-disclosure agreements.

4) In complying with this subpoena, you are directed to produce all responsive documents that are in your possession, custody, or control, whether held by you or your past or present agents, employees, and representatives acting on your behalf. You are also directed to produce records that you have a legal right to obtain, that you have a right to copy or to which you have access, as well as records that you have placed in the temporary possession, custody, or control of any third party.

5) No records, documents, data or information called for by this request shall be destroyed, modified, removed, transferred or otherwise made inaccessible to the Select Panel.

6) In the event that any entity, organization or individual denoted in this subpoena has been, or is also known by any other name than that herein denoted, the subpoena shall be read also to include them under that alternative identification.

7) Each document produced shall be produced in a form that renders the document capable of being copied.

8) Documents produced in response to this subpoena shall be produced together with copies of file labels, dividers or identifying markers with which they were associated when this

subpoena was served. To the extent that documents were not stored with file labels, dividers, or identifying markers, they shall be organized into separate folders by subject matter prior to production

9) All documents, or groups of documents, produced shall be identified by the paragraph number in the Attachment to the subpoena to which the documents, or groups of documents, are responsive.

10) It shall not be a basis for refusal to produce documents that any other person or entity also possesses non-identical or identical copies of the same document.

11) If any of the subpoenaed information is available in machine-readable or electronic form (such as on a computer server, hard drive, CD, DVD, memory stick, or computer back-up tape), you shall consult with Panel staff to determine the appropriate format in which to produce the information. Documents produced in electronic format shall be organized, identified, and indexed electronically in a manner comparable to the organizational structure called for in Paragraphs 8 and 9 above. Documents produced in an electronic format shall also be produced in searchable format.

12) If compliance with the subpoena cannot be made in full, compliance shall be made to the extent possible, and your production shall be accompanied by a written explanation of why full compliance is not possible.

13) In the event that a document is withheld on any basis, provide the following information concerning each and every such document withheld from production: (a) the reason the document is not being produced; (b) type of document; (c) general subject matter; (d) date, author and addressee; and (e) relationship of author and addressee to each other.

14) If any document responsive to this subpoena was, but no longer is, in your possession, custody, or control, identify the document (stating its date, author, subject and recipient(s)) and explain the circumstances by which the document ceased to be in your possession, custody, or control.

15) If a date or other descriptive detail set forth in this subpoena referring to a document is inaccurate, but the actual date or other descriptive detail is known to you or is otherwise apparent from the context of the request, you should produce all documents which would be responsive as if the date or other descriptive detail were correct.

16) This request is continuing in nature and applies to any newly-discovered information. Any record, document, compilation of data or information, not produced because it has not been located or discovered by the return date, shall be produced immediately upon location or discovery subsequent thereto.

17) All documents shall be bates-stamped sequentially and produced sequentially.

18) Two sets of responsive records shall be produced, one set to the Majority staff and one set to the Minority staff. The Majority set shall be delivered to Majority staff in Room 316 of the Ford House Office Building and the Minority set shall be delivered to the Minority staff at 361 Ford House Office Building. You shall consult with the Select Panel staff regarding the method of delivery prior to sending any material.

19) Upon completion of the document production, you must submit a written certification, signed by you or your counsel, stating that: (1) a diligent search has been completed of all documents in your possession, custody, or control which reasonably could contain responsive documents; (2) documents responsive to the request have not been destroyed, modified, removed, transferred, or otherwise made inaccessible to the Select Panel since the date of receiving the Select Panel's request or in anticipation of receiving the Select Panel's request, and (3) all documents identified during the search that are responsive have been produced to the Select Panel, or identified in a log provided to the Select Panel, as described in Paragraph 13 above.

Definitions

1) The term "document" means any written, recorded, or graphic matter of any nature whatsoever, regardless of how recorded, and whether original or copy, including but not limited to, the following: memoranda, reports, expense reports, books, manuals, instructions, financial reports, working papers, records, notes, letters, notices, confirmations, telegrams, receipts, appraisals, pamphlets, magazines, newspapers, prospectuses, interoffice and intra-office communications, electronic mail ("e-mail"), instant messages, text messages, calendars, contracts, cables, notations of any type of conversation, telephone call, meeting or other communication, bulletins, printed matter, computer printouts, invoices, transcripts, diaries, analyses, returns, summaries, minutes, bills, accounts, estimates, projections, comparisons, messages, correspondence, press releases, circulars, financial statements, reviews, opinions, offers, studies and investigations, questionnaires and surveys, power point presentations, spreadsheets, and work sheets. The term "document" includes all drafts, preliminary versions, alterations, modifications, revisions, changes, and amendments to the foregoing, as well as any attachments or appendices thereto. The term "document" also means any graphic or oral records or representations of any kind (including, without limitation, photographs, charts, graphs, voice mails, microfiche, microfilm, videotapes, recordings, and motion pictures), electronic and mechanical records or representations of any kind (including, without limitation, tapes, cassettes, disks, computer server files, computer hard drive files, CDs, DVDs, back up tape, memory sticks, recordings, and removable computer media such as thumb drives, flash drives, memory cards, and external hard drives), and other written,

printed, typed, or other graphic or recorded matter of any kind or nature, however produced or reproduced, and whether preserved in writing, film, tape, electronic format, disk, videotape or otherwise. A document bearing any notation not part of the original text is considered to be a separate document. A draft or non-identical copy is a separate document within the meaning of this term.

2) The term "documents in your possession, custody or control" means (a) documents that are in your possession, custody, or control, whether held by you or your past or present agents, employees, officers, directors, contractors, consultants, or representatives acting on your behalf; (b) documents that you have a legal right to obtain, that you have a right to copy, or to which you have access; and (c) documents that have been placed in the possession, custody, or control of any third party.

3) The term "communication" means each manner or means of disclosure, transmission, or exchange of information, in the form of facts, ideas, opinions, inquiries, or otherwise, regardless of means utilized, whether oral, electronic, by document or otherwise, and whether face-to-face, in a meeting, by telephone, mail, e-mail, instant message, text message, discussion, release, personal delivery, or otherwise.

4) The terms "and" and "or" should be construed broadly and either conjunctively or disjunctively as necessary to bring within the scope of this request any information which might otherwise be construed to be outside its scope. The singular includes the plural number, and vice versa. The masculine includes the feminine and neuter genders.

5) The terms "entity" means natural persons, firms, partnerships, associations, limited liability corporations and companies, limited liability partnerships, corporations, subsidiaries, divisions, departments, joint ventures, proprietorships, syndicates, other legal, business or government entities, or any other organization or group of persons, and all subsidiaries, affiliates, divisions, departments, branches, and other units thereof.

6) The term "person or persons" mean natural persons, firms, partnerships, associations, limited liability corporations and companies, limited liability partnerships, corporations, subsidiaries, divisions, departments, joint ventures, proprietorships, syndicates, other legal, business or government entities, or any other organization or group of persons, and all subsidiaries, affiliates, divisions, departments, branches, and other units thereof.

7) The term "procure" includes fetal tissue procurement, which means to get, acquire, purchase, appropriate, aggregate, gather, compile, accumulate, collect, or obtain possession or control of fetal tissue by any means, whether solicited or unsolicited, and whether with or without consideration. This includes but is not limited to gaining consent to acquire, physically identifying, separating, dissecting, cultivating, handling, processing, and shipping fetal tissue by any methods or means.

8) The term "fetal tissue" means tissue, organs, body parts, and cell lines.

9) The terms "referring" or "relating," with respect to any given subject, mean anything that constitutes, contains, embodies, reflects, identifies, states, refers to, deals with, or is in any manner whatsoever pertinent to that subject.

10) The terms "you" and "your" refer to StemExpress, LLC, including any associated foundations whether known by this name or a different name, its past and present officers, directors, employees, consultants, contractors, agents, representatives, subsidiaries, and/or parents.

Exhibit 5.4

StemExpress Third Response to House Select Panel Subpoena

Subpoena Specification No.	Description
1	**Documents sufficient to show (a) all entities from which StemExpress procured fetal tissue, and (b) all entities to which StemExpress transported, sold, donated, moved, or shipped fetal tissue. Should StemExpress wish to produce a list of such entities referenced in (a) and (b) in lieu of documents, it may do so.**

Consistent with our agreement with the Select Panel Majority staff, StemExpress is identifying the names of all entities responsive to Subpoena Specification No. 1(a). In additional to the two Planned Parenthood affiliates previously identified for the Select Panel, StemExpress has received fetal tissue for use in medical research from the five independent women's clinics listed below:

- Camelback Family Planning
- Cedar Rivers Clinics
- Family Planning Specialists Medical Group
- Presidential Women's Center
- Planned Parenthood Mar Monte
- Planned Parenthood Shasta Pacific
- Women's Health Specialists

StemExpress urges the Select Panel to treat these clinics, in particular the previously undisclosed independent clinics, with the utmost confidentiality protections. As reflected in our prior correspondence with the Select Panel, we remain deeply concerned about the safety and security of institutions and individuals that may be targeted by extremists due to their involvement in the Select Panel's investigation.

Also consistent with our agreement with the Select Panel Majority staff, StemExpress is identifying the names of all entities responsive to Subpoena Specification No. 1(b). StemExpress urges the Select Panel to treat the names of these private companies, universities, and medical centers with the utmost confidentiality protections. As reflected in our prior correspondence with the Select Panel, we remain deeply concerned about the safety and security of institutions and individuals that may be targeted by extremists due to their involvement in the Select Panel's investigation.

1. AllCells
2. Baylor College of Medicine
3. Children's Hospital of Philadelphia
4. City of Hope

StemExpress Third Response to House Select Panel Subpoena

5. Colorado State University
6. Columbia University
7. Dartmouth University
8. Drexel University
9. Ganogen, Inc.
10. George Washington University
11. Harvard University
12. John's Hopkins Medical
13. Massachusetts General Hospital
14. Medical College of Wisconsin
15. Neurona Therapeutics
16. Ohio State University
17. Roche
18. Rockefeller University
19. Stanford University
20. SUNY Upstate Medical University
21. Temple University
22. Thomas Jefferson University
23. UCLA
24. UMASS Medical School
25. University of Illinois at Chicago
26. University of Connecticut Health Center
27. University of Illinois at Chicago
28. University of North Carolina, Chapel Hill
29. University of Pennsylvania
30. Vanderbilt University
31. Vanderbilt University Medical Center
32. Yale University
33. Yale University School of Medicine
34. Zyagen

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StemExpress Third Response to House Select Panel Subpoena

Subpoena Specification No.	Description
2	**Documents sufficient to show the name and title of all StemExpress current and former personnel whose responsibilities included procuring, researching, storing, packaging for donation, sale, transport, or disposal of fetal tissue, and the identity, of any supervisory personnel under whom such individuals worked.**

As articulated in our February 19, 2016 correspondence in response to this subpoena, StemExpress remains gravely concerned about the safety and security risks associated with identifying individual StemExpress personnel involved in the procurement of fetal tissue. In the alternative, StemExpress is offering one of its employees, [redacted] as a corporate witness (consistent with Fed. R. Civ. P. 30(b)(6)). [redacted] currently serves as StemExpress' Procurement Director and previously served as a Procurement Manager and Procurement Technician at StemExpress. As StemExpress' second employee, [redacted] will be prepared to answer written or oral questions from the Select Panel regarding the fetal tissue procurement process at StemExpress.

Consistent with ongoing discussions with the Select Panel Majority Staff, StemExpress is compiling a list of current and former employees and independent contractors that are/were involved in various aspects of fetal tissue procurement processes to facilitate additional discussions regarding this specification.

Subpoena Specification No.	Description
3	**All communications and documents relating to StemExpress employee compensation resulting from or relating to fetal tissue samples procured by current and former StemExpress personnel or other persons or entities that transact business with StemExpress.**

Please see the enclosed production.

StemExpress Third Response to House Select Panel Subpoena

Subpoena Specification No.	Description
4	**All communications and documents that identify any federal, state, or local government funds received, directly or indirectly, by StemExpress.**

StemExpress has confirmed that there are no communications or documents responsive to this specification. While StemExpress counts certain federal entities amongst its customers—*e.g.*, U.S. Food and Drug Administration and National Institutes of Health—neither of these entities has purchased fetal tissue or fetal tissue related products. StemExpress has no visibility into the funding sources for its academic and commercial customers.

Subpoena Specification No.	Description
5	**All communications referring or relating to abortion or fetal tissue between StemExpress and any federal, state, or local government officials or employees.**

StemExpress has confirmed that there no communications or documents responsive to this specification.

StemExpress Third Response to House Select Panel Subpoena

Subpoena Specification No.	Description
6	**All communications and documents regarding any direction to StemExpress current or former personnel with respect to the procurement or disposal of fetal tissue.**

Consistent with ongoing discussions with the Select Panel Majority Staff, StemExpress is preparing an accounting report of 2015 fetal tissue transactions, organized by customer, to satisfy this specification.

Subpoena Specification No.	Description
7	**All communications and documents that StemExpress utilizes to obtain patient consent for fetal tissue at any clinic. (See instruction below regarding HIPAA.)**

Please see the enclosed production.

Subpoena Specification No.	Description
8	**All communications and documents, including but not limited to accounting memoranda, referring or relating to the cost and pricing of fetal tissue by StemExpress.**

StemExpress previously produced to the Select Panel communications and documents responsive to this specification.

StemExpress Third Response to House Select Panel Subpoena

Subpoena Specification No.	Description
9	**All communications and documents, sorted by customer, referring or relating to requests or orders made to StemExpress regarding fetal tissue and the amount paid by each customer to StemExpress.**

Consistent with ongoing discussions with the Select Panel Majority Staff, StemExpress is preparing an accounting report of 2015 fetal tissue transactions, organized by customer, to satisfy this specification.

Subpoena Specification No.	Description
10	**All communications and documents referring or relating to the purchase, ownership, or rental by StemExpress of equipment for the storage, disposal, modification, or research of fetal tissue, including equipment price, purchase date, maintenance costs, and records of the depreciation treatment under the tax code of any such equipment.**

StemExpress previously produced to the Select Panel communications and documents responsive to this specification.

Subpoena Specification No.	Description
11	**All StemExpress banking and accounting documents, sorted by any source of fetal tissue and any customer of StemExpress, that reflect accounts payable and/or funds received that in any way refer or relate to the procurement, sale, donation, or distribution of shipment of fetal tissue.**

Consistent with ongoing discussions with the Select Panel Majority Staff, StemExpress is preparing an accounting report of 2015 fetal tissue transactions, organized by customer, to satisfy this specification.

StemExpress Third Response to House Select Panel Subpoena

Subpoena Specification No.	Description
12	**Documents sufficient to show any known litigation in which StemExpress is named as a party, including any threatened or anticipated litigation. Should StemExpress wish to produce a list of such litigation, including appropriate docket information, in lieu of documents, it may do so.**

StemExpress is a plaintiff in *StemExpress LLC, et al. v. The Center for Medical Progress, et al.*, Case No. BC589145, currently pending before Judge Rafael A. Ongkeko in the Los Angeles Superior Court. Please see the enclosed production for a copy of the docket sheet for this case and a recent order reflecting the current status of the litigation. StemExpress is not a party to any other active, threatened, or anticipated litigation at this time.

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Exhibit 5.5

From: [redacted]@stemexpress.com>
Sent: Wednesday, March 25, 2015 10:47 AM
To: [redacted]
Subject: Partnership Agreement - StemExpress
Attachments: DEV 20150325.1 StemExpress-NAF Partnership Agreement .doc

Importance: High

Good morning, [redacted]:

Please find a draft Partnership Agreement for your consideration. I've taken the liberty of reformatting a bit of it to follow our more-routine contract structure (no real change to the substantive content). I removed the language pertaining to alternative donations ($5K and $10K) since we have elected to go with $10K and participate in the upcoming NAF meeting [redacted] and [redacted] will attend). There will appear to be a lot of redlining in the Appendix, but this is largely an artifact of changing the content to reflect StemExpress business and remove the information from the company that was listed from prior use of this agreement template.

If the agreement with changes are acceptable, please 'accept changes,' sign and return to me at your earliest convenience. If you need to make changes, please reply with your redline as soon as possible and I'll get the document turned around promptly.

With kind regards,
[redacted]

[redacted]
VP Corporate Development

StemExpress LLC
[redacted]
[redacted]
[redacted]@stemexpress.com
stemexpress.com

NAF-000045

PARTNERSHIP AGREEMENT

This Partnership Agreement (this "Agreement") is entered into as of March 25, 2015 ("Effective Date"), between StemExpress, LLC, a California limited liability company having an office located at [redacted] ("StemExpress"), and the National Abortion Federation, a 501(c)3 non-profit organization, having its headquarters at [redacted]

Recitals

WHEREAS:

A. The National Abortion Federation ("NAF") is the Professional Association of abortion service providers in North America. NAF's work supports the dedicated health care professionals who make reproductive choice a reality, as well as the women they serve;

B. Roe v. Wade legalized abortion, however, the stigma or lack of acceptance causes concern for both providers and patients. NAF has expanded programs to address the growing needs of abortion providers and patients by establishing standards of care, protocols, and clinical education. NAF continues to provide programs, resources, pro-choice advocacy and anti-violence protection to members; and

C. Right now women have the right to choose. NAF continues to work towards its mission of safe, legal and accessible abortion care. The support of corporations like StemExpress who are deeply committed to reproductive choice, health and justice for women is essential to our communities.

NOW, THEREFORE, in consideration of the mutual covenants and consideration set forth herein, and intending to be legally bound hereby, the parties agree as follows:

Services and Donation:

~~In consideration of support and a partnership with NAF, StemExpress agrees to one of the following:~~

~~(a) For the agreed upon sum of $ 5,000, NAF commits to performing the services outlined in this document under Appendix A.~~

(a) ~~For the agreed upon sum of $10,000,~~ NAF commits to performing the services outlined in this document under Appendix ~~B~~A.

(b) StemExpress agrees to make a donation to the NAF in the amount of US$10,000.00 and undertake the activities listed in Appendix B

~~(b)~~

The services offered ~~under Appendix A or B~~by either Party ~~can~~ may be modified ~~at~~ by ~~the~~ written request ~~of StemExpress~~ and at~~at~~ NAF's discretion, provided ~~payment~~ the donation by StemExpress has been received by NAF for the relevant membership year.

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Participation Reports and Statements:
In partial consideration for the services outlined above, StemExpress will provide NAF with quarterly reports of executed participation agreements with NAF members for the collection services facilitated under the terms of this Aagreement.

NAF shall provide StemExpress with a statement, which shall indicate NAF's federal tax identification number, for each charitable gift received from StemExpress, including that donation, as described, above.

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Any notice or other communication required or permitted under this Agreement shall be sent by certified mail or courier service, charges prepaid, to the address specified below or to such other address as a Party may specify in a written notice duly given to the sender as provided herein.

IF TO NAF:
National Abortion Federation
[redacted]

Attention: President/CEO

IF TO STEMEXPRESS:
~~STEMEXPRESS~~ StemExpress LLC
[redacted]

Attention: Office of the CEO~~Executive Vice President~~

Service of any such notice shall be deemed complete when received on the day of actual delivery thereof as evidenced by the return receipt or the date such notice is first refused, if that be the case.

Assignment:
Neither party may, without the prior written consent of the other, transfer or assign, in whole or in part, any of its rights, duties or obligations hereunder to a third party or parties; however, StemExpress may assign this Agreement to an acquirer without notice to PI pursuant to an acquisition or merger of StemExpress involving greater than 50% of the company; provided further, ~~provided~~ that any respective successor or permitted assign shall ~~have~~ thereby assume all of such StemExpress' rights, and shall be subject to all of such StemExpress' duties and obligations, hereunder. No assignment will constitute a release of the assigning party without the written consent of the other party.

Confidentiality:
Each party acknowledges and agrees that pursuant to this Agreement, valuable information of a confidential nature may be disclosed by each party to the other or may be learned by one party from the other in connection with its performance under this Agreement; that such information will be

retained by the receiving party in confidence; that the transmittal of such information by the disclosing party to the receiving party is upon the condition that the information is to be used solely for the purpose of effectuating this Agreement; and that neither party shall use, publish or disclose or cause anyone else to use, publish or disclose any information supplied to it by the other party other than for the purposes described above. The above restrictions shall not prohibit any disclosure which is required pursuant to a court order or administrative proceeding; provided that the party being required to disclose such information shall promptly notify the other party of the need for any such disclosure and shall give the other party a reasonable time to oppose such process. The above restrictions shall apply during the term of this Agreement and for all times thereafter.

Neither party will make any press release or other public announcement regarding this Agreement without the other party's express prior written consent, except as required under applicable law or by any governmental agency, in which case the party required to make the public disclosure shall use commercially reasonable efforts to obtain the approval of the other party as to the form, nature and extent of the public announcement prior to making the public announcement.

Retention of Membership Information
Under the terms of this agreement, NAF will provide StemExpress with detailed information and listings regarding NAF members. Upon the termination of this contract, StemExpress agrees to destroy any and all copies of NAF membership lists and will ~~be prohibited from Stem Express~~discontinue the use of these lists to pursue new clients or to release this information in any way.

Force Majeure:
Neither party hereto shall be responsible to the other or to any third party for any failure, in whole or in part, to perform any of its obligations to manufacture and supply or to order and purchase, as the case may be, any products and/or services hereunder to the extent and for the length of time that such failure is due in whole or in substantial part to circumstances beyond the control of the party failing in such performance. Such circumstances shall include (but shall not be limited to) acts of God, labor disputes, materials or labor shortages, damage to facilities, public disturbances and governmental acts.

Proprietary Names and Marks:
Neither party shall have any right in any respect to use or to permit others to use any trademark, service mark, trade name or copyrighted material owned or used by the other party without express written permission.

Governing Law:
This Agreement shall be governed by the laws of the District of Columbia, without regard to such jurisdiction's conflicts of laws principles. The parties agree that venue for any suit, action, proceeding or litigation arising out of or in relation to this Agreement shall be in federal or district court in the District of Columbia having subject matter jurisdiction.

Partial Invalidity:
In the event that any provision of this Agreement should for any reason be held illegal, invalid,

ineffective, and unenforceable or contrary to public policy, the remainder of this Agreement shall remain in full force and effect.

Entire Agreement:
This Agreement with attachments embodies the entire agreement and understanding between NAF and StemExpress and there are no agreements, understandings, conditions, warranties, or representations, oral or written, express or implied, with reference to the subject matter hereof, that are not merged herein and superseded hereby. This Agreement may not be modified except by an instrument in writing executed by the party against whom the modification is sought to be enforced. This Agreement supersedes all previous written or oral negotiations, commitments, representations and agreements pertaining to the same subject matter between the parties hereto, and all products and/or services provided after the effective date of this Agreement, notwithstanding.

Acceptance
IN WITNESS WHEREOF, the Parties, through their authorized officers, have duly executed this Agreement as of the Effective Date.

FOR STEMEXPRESS LLC:	FOR NAF:
By:	By:
[redacted], CEO & Founder	

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Appendix A

~~NAF's Commitment~~

~~For the aforementioned sum mentioned in the section marked "Payment for Services," NAF commits to performing the following for one year to assist StemExpress in marketing NAF members:~~

- ~~Create and disseminate to NAF members correspondence from NAF's Group Purchasing Manager about StemExpress and its products and services twice yearly at the request of StemExpress.~~
- ~~Determine whether CME credit can be obtained for StemExpress webinars on malpractice insurance and related information.~~
- ~~Disseminate to NAF members the name and contact information of StemExpress' representative who is available to answer questions about services and participation on an ongoing basis.~~
- ~~Include a StemExpress marketing brochure and questionnaire regarding participation benefits in the NAF membership welcome packet.~~
- ~~Invite the top 10% of potential customers to join NAF on a conference call paid for by StemExpress to discuss StemExpress capabilities and specified coverages at least once a year.~~
- ~~Feature StemExpress in the NAF Group Purchasing newsletter at least once a year.~~
- ~~Provide mailing list for StemExpress to send out marketing "slicks" regarding the background of StemExpress, its capabilities, and highlights of coverages.~~
- ~~Provide assistance to StemExpress in gathering testimonials from existing customers among NAF members.~~
- ~~Supply StemExpress with a quarterly updated list of members.~~
- ~~Give StemExpress an exhibit booth at the NAF Annual Conference in April.~~

~~Appendix B~~

NAF's Commitment

For the aforementioned sum mentioned in the section marked "Payment for Services," NAF commits to performing the following for one year to assist StemExpress in ~~marketing~~ presenting its ~~insurance~~ collection program~~products~~ to NAF members:

- Create and disseminate to NAF members correspondence from NAF's Group Purchasing Manager about StemExpress and the collection program ~~its products and services~~ twice yearly at the request of StemExpress.
- Create a content section on NAF's members-only website dedicated to StemExpress ~~and~~ , including a ~~StemExpress~~ link to ~~applications~~ a StemExpress email address ~~that can be downloaded, filled out, and faxed, mailed, or emailed to StemExpress~~for contacts and collection program information.
- ~~Determine whether CME credit can be obtained for StemExpress webinars on malpractice insurance and related information.~~
- Disseminate to NAF members the name and contact information of StemExpress' ~~claims~~ collection program representative who is available to answer questions about ~~services~~ the StemExpress collection program and participation on an ongoing basis.
- Provide a cover letter from NAF's President and CEO pertaining to ~~changes in laws that may affect members' coverage,~~the StemExpress collection program which StemExpress can use to accompany marketing materials for NAF members.
- Include a StemExpress marketing brochure ~~and questionnaire~~ regarding ~~existing services~~ StemExpress collection program in ~~the~~ each NAF membership welcome packet.
- Invite ~~the top 10% of potential customers~~select NAF members to join NAF on a conference call paid for by StemExpress to discuss StemExpress' ~~capabilities and specified coverages~~collection program and the benefits of member participation at least once a year.
- Provide mailing list for StemExpress to send out marketing ~~"slicks"~~materials to NAF members regarding the background of StemExpress, its ~~capabilities~~collection program, and ~~highlights~~ benefits of ~~coverages~~member participation in the program.

- Provide assistance to StemExpress in gathering testimonials from existing ~~customers~~ program participants from among NAF members.
- Provide one complimentary exhibit space at NAF's Annual Meeting in the spring for StemExpress with up to 3 complimentary exhibitor registrations and up to 4 invitations to the member luncheon. In addition, the opportunity to create a bag insert that will be given to every attendee at registration.
- Supply StemExpress with a quarterly updated list of members.

Appendix B

StemExpress' Commitment.

-StemExpress commits to performing the following for one year to market its collection services to NAF's members:

- Conduct a webinar for NAF members with a question and answer forum ~~on their current processes, benefits, laws, etc. surrounding~~discussing member ~~participating~~ participation in the StemExpress collection ~~service~~ program at the launch and yearly thereafter.
- Create and produce a marketing brochure detailing StemExpress' ~~capabilities~~ collection service program~~from a service aspect~~. This brochure shall include StemExpress contact information. StemExpress will provide a supply of the brochures to NAF to include in their membership ~~application~~ welcome packets.
- ~~Create and Produce a Questionnaire to be sent out asking for expiration date, members' current coverage, premium amount, and contact information. This Questionnaire may be designed to fit into the brochure above so that members get both materials together.~~
- Create and Produce marketing "slicks" on the background of StemExpress, its capabilities, and highlights participation benefits.
- ~~Create a current list of clients that potential clients can call for a recommendation.~~
- ~~Produce testimonials from StemExpress' current client base on satisfaction, pricing, as well as reflection on the current service model.~~
- Provide, at no charge to NAF, ~~-~~informative sessions or meetings that ~~inquire~~ present the collection program ~~free of charge.~~
- Develop client success stories on how StemExpress bought a value added service to participating members. This will help to inform members about StemExpress' offerings.

- Commit to attending NAF's Annual Meeting in April of each year.
- Pursue all leads from NAF, introducing StemExpress and what StemExpress' capabilities are.

NAF-000053

Exhibit 5.6

[redacted]

From: [redacted]
Sent: Thursday, February 20, 2014 2:29 PM
To: [redacted]; [redacted]
Subject: RE: Stem Express GP vendor

Hi [redacted],

I like the idea of setting benchmarks and NAF getting fees based on usage. Is this something [redacted] seemed open to discussing? Do they have arrangements like this with any other orgs?

I think the three of us should chat briefly and then just go ask [redacted] which she would prefer. This will save all of us time and prevent us from developing a fee structure in a direction she won't want to go. This is something totally different so let's just pop in her office and take her temperature on it. I think it could be an exciting addition to our program!

Thanks,
[redacted]

From: [redacted]
Sent: Thursday, February 20, 2014 2:09 PM
To: [redacted]; [redacted]
Subject: Stem Express GP vendor

Hi [redacted] and [redacted]
I spoke with [redacted] from Stem Express today regarding them becoming a Group Purchasing vendor in the program. As [redacted] and I discussed yesterday theirs is a unique service that would not fall under the 3% administrative fee realm. From my conversation today I feel it is even more unique than I initially anticipated.

Here is a summarization of the process as [redacted] described it:

1. Stem Express collects the maternal blood from the patient and/or the fetal tissue after the procedure.
2. Either a Stem Cell employee located at the clinic or a clinic employee gathers and stores the collection.
3. The collection (product) is sent to the lab and cells are isolated for research.
4. The participating clinic is paid by Stem Express a fee per collection.

The fact that Stem Express is the payer and our member is the payee changes the fee structure. Perhaps we can access a fee or value for each member that participates or base it on financial payouts to the member. For instance, when a member is paid up to $500 than Stem Cell would owe X amount to NAF or a flat yearly fee based on the number of participating members.

I know the final decision would be [redacted]'s regarding payment terms however I wanted to have a concrete suggestion to put forth. What are your thoughts?

Thanks,

[redacted]
Group Purchasing Manager

NATIONAL ABORTION FEDERATION
[redacted]

Exhibit 5.7

Begin forwarded message:

From: [redacted] <[redacted]@prochoice.org>
Subject: RE: NAF GP membership
Date: October 24, 2014 8:43:56 AM PDT
To: [redacted] <[redacted]@stemexpress.com>

Hi [redacted],

Just checking in to see how the vendor agreement is coming. Please let me know if you need anything.

Thanks,
[redacted]

From: [redacted] [mailto:[redacted]@stemexpress.com]
Sent: Friday, August 08, 2014 4:09 PM
To: [redacted]
Subject: Re: NAF GP membership

Thanks [redacted]

This one looks like it aligns better with us. I will discuss with [redacted] and try to get it back to you by the end of next week.

Thank you,

[redacted]
Accounting Department Manager

StemExpress
[redacted]
[redacted]@stemexpress.com
stemexpress.com

<2015 Stem Express Contract.doc>

Exhibit 5.8

On Jan 8, 2015, at 11:24 AM, [redacted] <[redacted]@prochoice.org> wrote:

Hi [redacted]

Well that explains her lack of response. I am glad you are still interested.

I have attached an initial draft of an agreement. As I explained to [redacted] this is unique as it is not a product therefore the standard admin fee process does not apply.

Please review the attach and fill in the blanks. Let me know if we need to a call to discuss.

On another note, we are gearing up for our Annual Meeting in Baltimore. I will have a prospectus in the next week or so.

Please let me know if you have any questions.

Kind regards,

[redacted]

From: [redacted] [mailto [redacted]@stemexpress.com]
Sent: Tuesday, January 06, 2015 2:33 PM
To: [redacted]
Cc: [redacted]
Subject: Fwd: NAF GP membership

Hi [redacted],

[redacted] is no longer with the company and I want to make sure the vendor agreement doesn't get put on the back burner so could you please resend this agreement and we will get it turned around to you.

Thank you,

[redacted]
CEO & Founder

StemExpress
[redacted]
[redacted]
[redacted]@stemexpress.com
stemexpress.com

This email message and any attached documents are for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply email and destroy all copies of the original message. If you are the intended recipient, please be advised that the content of this message is subject to access, review and disclosure by the sender's Email System Administrator.

Please consider the environment before printing this e-mail.

Exhibit 5.9

From: [redacted]@stemexpress.com>
Sent: Thursday, January 15, 2015 10:54 AM
To: [redacted]
Cc:
Subject: Re: NAF GP membership
Attachments: 2015 StemExpress NAF Contract_cmd.doc; ATT00001.htm

Hi [redacted],

Attached is the draft agreement with marked up comments. It might be best to set up a conference call next week to discuss this in further detail as a lot of this agreement had language in it that looked like it was for a professional liability insurance company, which we clearly aren't, so I just wanted to make sure we were on the same page about what should be included in this agreement. Tuesday the 20th I am wide open after 11am PST so let me know if there is a good time that would work for you?

I look forward to it,

[redacted]
CEO & Founder

StemExpress
[redacted]
[redacted]@stemexpress.com
stemexpress.com

This email message and any attached documents are for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply email and destroy all copies of the original message. If you are the intended recipient, please be advised that the content of this message is subject to access, review and disclosure by the sender's Email System Administrator.
Please consider the environment before printing this e-mail.

PURCHASE AGREEMENT

This agreement ("Agreement"), is made this ~~—~~10th day of ~~—~~Janaury, 2015, by and between NAF, a non-profit corporation with its principal place of b~~Stem Expressness~~ usiness located at [redacted] and Stem Express, LLC a corporation with its principal place of business ~~bStem Expressness~~ located at [redacted]

Subject Matter of Agreement:
NAF accepts Stem-Express's offer to provide NAF members with collection procedures in accordance with the terms and conditions of this Agreement.

Term:
This Agreement shall commence on ~~—~~February, 1st~~—~~, 2015, and shall continue for the period of twelve (12) months (the "Initial Term"). After the expiration of the Initial Term, the A~~a~~greement shall automatically be renewed for successive one-year terms, unless terminated by either party in writing thirty days prior to the renewal date.

Products/Services:
Stem-Express works with local hospitals and medical professionals to collect tissue and blood samples for research. A complete and accurate list of all collection services, processes and associated payments currently ~~to be~~ offered by Stem-Express shall be made available by StemExpress to all participating NAF members and NAF.

Comment [redacted]: I am uncertain what is meant in this sentence. Is it that we will offer services to all NAF memebers?

Comment [redacted]: Yes, that's how I interpret it.

Procedures:
Stem-Express agrees to abide by NAF's established procedures, which may be reasonably modified from time to time. The current procedures are as follows:

- NAF considers any collection made by Stem-Express from a NAF member to be governed by this A~~a~~greement.
- NAF will confirm that any participating member is eligible for program participation by providing a list of qualifying participants to Stem-Express on a quarterly basis.
- Stem-Express will develop ~~any~~ marketing materials, and NAF will have the right to review and approve the marketing materials, marketing plan and all written marketing communications to members before participating NAF members are contacted.

Payment Terms:
NAF members who participate in the collection program with Stem-Express are solely responsible for executing any payment agreements directly with Stem-Express. NAF assumes no financial responsibility for payment agreements executed by NAF members.

Payments:
For the agreed-upon sum of $_____. NAF commits to performing the services outlined in this document. Payment is due upon signature.

Comment [redacted]: Is this where you stated in your email that NAF is waiving the fee?

Participation Reports:
In partial consideration for the services outlined above, ~~STEM EXPRESS~~StemExpress will provide NAF with quarterly reports of executed participation agreements to include points of contact with NAF members for the collection services under the terms of this A~~a~~greement.

Indemnity:
~~STEM EXPRESS~~StemExpress hereby agrees to indemnify, defend, and hold NAF harmless from and against any and all claims, demands, causes of action, liabilities, losses, damages, costs, or expenses which directly or indirectly arises out of or are in any way associated with any the collections pursuant to this Agreement, which is not due to the sole negligence of NAF and or NAF members. ~~STEM EXPRESS~~StemExpress further agrees to pay all costs and expenses, including reasonable attorneys' fees, which may be incurred by NAF and/or NAF members in enforcing any of the covenants and agreements of this indemnification.

Comment [redacted]: This section should be mutual or stricken.

Comment [redacted]: Agreed!

Warranty:
~~STEM EXPRESS~~StemExpress warrants that the collection process to be supplied under this Agreement are fit and sufficient for the purpose.

Compliance With Law:
~~STEM EXPRESS~~StemExpress has been, and shall continue to be, in compliance with all applicable laws, rules, ordinances, regulations, orders, judgments and decrees of all governmental authorities (federal, state, local and foreign) having jurisdiction over Stem Express and the products of ~~STEM EXPRESS~~StemExpress. ~~STEM EXPRESS~~StemExpress shall have obtained all permits, applications, notices, consents, approvals, orders, qualifications, waivers from, or authorizations of any governmental authority necessary in connection with the execution and delivery by ~~STEM EXPRESS~~StemExpress of this Agreement or the consummation by ~~STEM EXPRESS~~StemExpress of the transactions contemplated hereby. ~~STEM EXPRESS~~StemExpress agrees to indemnify NAF and/or NAF members for any loss or damage sustained because of ~~STEM EXPRESS's~~ StemExpress noncompliance with any applicable laws, rules, ordinances, regulations, orders, judgments or decrees.

Notice:
NAF and ~~STEM EXPRESS~~StemExpress are deemed independent contractors and neither shall hold itself out as agent or principal of the other, or have the power to bind the other in any regard. All notices, requests, consents and other communications required or

permitted to be given hereunder shall be in writing and may be delivered personally (including by courier), by next day delivery service or by first class registered or certified mail, postage prepaid, return receipt requested, addressed to the following addresses or to other such addresses as may be furnished in writing by one party to the other:

IF TO NAF:
National Abortion Federation
[redacted]

Attention: President/CEO

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IF TO STEM EXPRESS:
~~STEM EXPRESS~~StemExpress
Attn: [redacted] CEO
[redacted]

~~Attention: Executive Vice President~~

Service of any such notice shall be deemed complete when received on the day of actual delivery thereof as evidenced by the return receipt or the date such notice is first refused, if that be the case.

Assignment:
Neither party may, without the prior written consent of the other, transfer or assign, in whole or in part, any of its rights, duties or obligations hereunder to a third party or parties; provided that any respective successor or permitted assign shall have all of such party's rights, and shall be subject to all of such party's duties and obligations, hereunder. No assignment will constitute a release of the assigning party without the written consent of the other party.

Confidentiality:
Each party acknowledges and agrees that pursuant to this Agreement, valuable information of a confidential nature may be disclosed by each party to the other or may be learned by one party from the other in connection with its performance under this Agreement; that such information will be retained by the receiving party in confidence; that the transmittal of such information by the disclosing party to the receiving party is upon the condition that the information is to be used solely for the purpose of effectuating this Agreement; and that neither party shall use, publish or disclose or cause anyone else to use, publish or disclose any information supplied to it by the other party other than for the purposes described above.

The above restrictions shall not prohibit any disclosure which is required pursuant to a court order or administrative proceeding; provided that the party being required to disclose such information shall promptly notify the other party of the need for any such disclosure and shall give the other party a reasonable time to oppose such process. The above restrictions shall apply during the term of this Agreement and for all times thereafter.

Neither party will make any press release or other public announcement regarding this Agreement without the other party's express prior written consent, except as required under applicable law or by any governmental agency, in which case the party required to make the public disclosure shall use commercially reasonable efforts to obtain the approval of the other party as to the form, nature and extent of the public announcement prior to making the public announcement.

Retention of Membership Information

Under the terms of this agreement, NAF will provide ~~STEM EXPRESS~~StemExpress with detailed information and listings regarding NAF members. Upon the termination of this contract, ~~STEM EXPRESS~~StemExpress agrees to destroy any and all copies of NAF membership -lists and will be prohibited from using~~Stem Expressng~~ these lists to pursue new clients or to release this information in any way.

Force Majeure:

Neither party hereto shall be responsible to the other or to any third party for any failure, in whole or in part, to perform any of its obligations to manufacture and supply or to order and purchase, as the case may be, any products and/or services hereunder to the extent and for the length of time that such failure is due in whole or in substantial part to circumstances beyond the control of the party failing in such performance. Such circumstances shall include (but shall not be limited to) acts of God, labor disputes, materials or labor shortages, damage to facilities, public disturbances and governmental acts.

Proprietary Names and Marks:

Neither party shall have any right in any respect to use or to permit others to use any trademark, trade name or copyrighted material owned or used by the other party without express written permission.

Governing Law:

This Agreement shall be governed by the laws of the District of Columbia, without regard to such jurisdiction's conflicts of laws principles. The parties agree that venue for any suit, action, proceeding or litigation arising out of or in relation to this Agreement shall be in federal or district court in the District of Columbia having subject matter jurisdiction.

Partial Invalidity:

In the event that any provision of this Agreement should for any reason be held illegal, invalid, ineffective, unenforceable or contrary to public policy, the remainder of this

Agreement shall remain in full force and effect.

Entire Agreement:
This Agreement with attachments embodies the entire agreement and understanding between NAF and ~~STEM EXPRESS~~StemExpress and there are no agreements, understandings, conditions, warranties, or representations, oral or written, express or implied, with reference to the subject matter hereof, that are not merged herein and superseded hereby. This Agreement may not be modified except by an instrument in writing executed by the party against whom the modification is sought to be enforced. This Agreement supersedes all previous written or oral negotiations, commitments, representations and agreements pertaining to the same subject matter between the parties hereto, and all products and/or services provided after the effective date of this Agreement, notwithstanding.

Acceptance
IN WITNESS WHEREOF, the parties hereto have themselves or through their officers thereunto duly authorized set their hands and seals the day and year first above written.

NATIONAL ABORTION FEDERATION

Name: _____

Signature: _____

Title: _____

STEM-EXPRESS

Name: [redacted] _____

Signature: _____

Title: CEO _____

Appendix A

NAF's Commitment

For the aforementioned sum mentioned in the section marked "Payment for Services," NAF commits to performing the following for one year to assist STEM EXPRESS in marketing its insurance products to NAF members:

- Create and disseminate to NAF members correspondence from NAF's President and CEO about STEM EXPRESS and its products and services.
- Create a content section on NAF's members-only website dedicated to STEM EXPRESS which includes ~~and incl~~Stem Expresson of ~~-~~a link to applications that can be downloaded, filled out, and faxed, mailed, or emailed to STEM-EXPRESS.
- Determine whether CME credit can be obtained for STEM-EXPRESS webinars on malpractice insurance and related information.
- Disseminate to NAF members the name and contact information of STEM EXPRESS's claims representative who is available to answer questions about a potential claim and the coverage affects of a claim.
- Provide a cover letter from NAF's President and CEO pertaining to changes in laws that may affect members' coverage, which STEM-EXPRESS can use to accompany marketing materials for NAF members.
- Include a STEM-EXPRESS marketing brochure and questionnaire regarding existing coverage in the NAF membership welcome packet.
- Invite the top 10% of potential customers to join NAF on a conference call paid for by STEM-EXPRESS to discuss STEM-EXPRESS's capabilities and specified coverages.
- Provide mailing list for STEM-EXPRESS to send out marketing "slicks" regarding the background of STEM-EXPRESS, its capabilities, and highlights of coverages.
- Provide assistance to STEM-EXPRESS in gathering testimonials from existing customers among NAF members.
- Provide complimentary exhibit space at NAF's two meetings per year (spring Annual Meeting and autumn Risk Management Meeting) for STEM-EXPRESS to connect with potential clients.
- Supply STEM-EXPRESS with a quarterly updated list of NAF members.

STEM EXPRESS's Commitment.

STEM EXPRESS commits to performing the following for one year from the date of this Agreement to market its insurance products and services to NAF's members:

- Conduct ~~quarterly risk management~~ webinars for all NAF members describing ~~coverages~~benefits of working with and collaborating with StemExpress.~~, changes in any malpractice laws, as well as how coverage protection on the professional liability policy is the broadest for the price.~~
- ~~Conduct a webinar for NAF members with a question and answer forum on their current insurance hosted by experts in property, general liability and professional liability.~~Those webinars will include a question and answer period.
- ~~Create a section on STEM EXPRESS's main website or a separate linked website that provides information and materials for NAF members about insurance.~~
- ~~Conduct a quarterly webinar where STEM EXPRESS's Claims Manager leads a session describing malpractice claims, outcomes, and laws that will affect clinics and the way they do bStem Expressness.~~
- Create and produce a marketing brochure detailing STEM-EXPRESS's capabilities from a service ~~aspect, such as certificates~~and partner aspect~~, as well as available coverages~~. This brochure shall include STEM-EXPRESS contact information. STEM-EXPRESS will provide a supply of the brochures to NAF to include in their membership application welcome packets.
- ~~Create and Produce a Questionnaire to be sent out asking for expiration date, members' current coverage, premium amount, and contact information. This Questionnaire may be designed to fit into the brochure above so that members get both materials together.~~
- ~~Create and Produce marketing "slicks" on the background of STEM EXPRESS, its capabilities, and highlights of coverages.~~
- Create a current list of clients that potential clients can call for a recommendation.
- Produce testimonials from STEM-EXPRESS's current ~~insureds~~ clinics, which are willing to be included in any marketing material of NAF.~~, on product, pricing, coverage, as well as reflection on the current service model.~~
- ~~Provide a free coverage analysis of members' professional liability policy, detailing coverages that are vacant or underinsured areas of their current policy that could potentially result in claim denial.~~
- ~~Develop~~Provide ~~client~~ research success stories on how STEM-EXPRESS has impacted researchers globally, and how the clinics participate in that by working with StemExpress.~~saved them money on premium and provided them with broader coverage. This will help to inform members about STEM EXPRESS's offerings.~~
- Sponsor a break or luncheon at the NAF conference.
- Commit to attending both NAF member meetings: one in April and the other in the Fall.
- Pursue all leads from NAF, introducing STEM–EXPRESS and what STEM EXPRESS's capabilities are.

~~*STEM EXPRESS and NAF agree to the following:*~~

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Comment [[redacted]: hat is cost to do this? Who will be responsible for this?

Comment [[redacted]: Wow! This could be very costly – how many people typically attend these conferences?

~~Insurance Policies~~

~~In order for a NAF member to be eligible to receive professional liability coverage under this Aagreement, the member must provide STEM EXPRESS with:~~

- ~~1. a copy of the NAF/Rockbridge Application and all requested attachments;~~
- ~~2. a copy of their current policy with all forms and endorsements; and~~
- ~~3. their current in force premium, if not evidenced on the policy.~~

~~STEM EXPRESS will then continue by:~~

- ~~1. determining the competition coverage;~~
- ~~2. determining the competition form;~~
- ~~3. identifying the premium level needed to obtain the account;~~
- ~~4. allowing for the calculation of Annual Premium Savings if the applicant cancelled their existing policy at the time of application; and~~
- ~~5. identifying the rating plan of the competition.~~

~~**Current Professional Liability Program Enhancements:**~~

~~Policies offered under this Aagreement will include the following enhancements:~~

1. ~~Affirmative Coverage for Medical Directors~~
2. ~~Dedicated Limits for Each Clinic~~
3. ~~Available Retentions as Low as $10,000~~
4. ~~Ability to Schedule Individual Physicians~~
5. ~~No need to schedule Nurses, Nurse Practitioners, Nurse Anesthetists if employed or under contract~~
6. ~~Silent on Mifepristone~~
7. ~~Competitive Premiums~~
8. ~~Insurance backed by A++ Rated Berkshire Hathaway Company~~
9. ~~Duty to defend~~
10. ~~Claim Broadening~~
11. ~~No gestational limit, no 3rd term exelStem Expresson~~

~~**Potential Lines of Coverages that can be Marketed/Cross Sold**~~

~~Under the terms of the Aagreement, the types of policies that may be offered include, but are not limited to:~~

1. ~~Benefits~~
2. ~~Personal Lines~~
3. ~~Auto~~
4. ~~Worker's Compensation~~
5. ~~Property~~

Comment [redacted]: I need to understand the scope here – sounds like a broker relationship and not a part of our core competency or qualifications

Comment [redacted]: Something's missing here!

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~~6. General Liability~~
~~7. Professional Lines- Director's and Officer's, EPL, Fiduciary, Crime~~

NAF-000032

Exhibit 5.10

From: [redacted]
Sent: Friday, February 27, 2015 4:00 PM
To: [redacted]' <[redacted]@stemexpress.com>
Cc: [redacted] <[redacted]@stemexpress.com>
Subject: RE: NAF revised agreement

Hi [redacted],

I have attached a revised agreement. Please submit any changes and contact me with any questions.

Thanks,
[redacted]

From: [redacted] [mailto[redacted]@stemexpress.com]
Sent: Wednesday, February 18, 2015 4:28 AM
To: [redacted]
Cc: [redacted]
Subject: Fwd: NAF GP membership

Hi [redacted],

I haven't forgot to send this I have just been buried. I am copying [redacted] who oversees our contracts, [redacted] and I have been in the process of updating a few contracts here at the beginning of the year. The clinic contract is one of them. We should have it to you in the next two weeks.

Thank you for your patience,

[redacted]
CEO & Founder

StemExpress
[redacted]
[redacted]
[redacted]@stemexpress.com
stemexpress.com

From: [redacted]
Sent: Thursday, April 09, 2015 3:44 PM
To: [redacted]
Subject: DEV 20150325 1 StemExpress-NAF Partnership Agreement .doc
Attachments: DEV 20150325 1 StemExpress-NAF Partnership Agreement .doc

PARTNERSHIP AGREEMENT

The National Abortion Federation ("NAF") is the Professional Association of abortion providers in North America. NAF's work supports the dedicated health care professionals who make reproductive choice a reality, as well as the women they serve.

Roe v. Wade legalized abortion however the stigma or lack of acceptance causes concern for both providers and patients. NAF has expanded programs to address the growing needs of abortion providers and patients by establishing standards of care, protocols, and clinical education. NAF continues to provide programs, resources, pro-choice advocacy and anti-violence protection to members.

Right now women have the right to choose. NAF continues to work towards its mission of safe, legal and accessible abortion care. The support of corporations like Stem Express who are deeply committed to reproductive choice, health and justice for women is essential to our communities.

Donation:
In consideration of support and a partnership with NAF, Stem Express agrees to one of the following:

(a) For the agreed-upon sum of $ 5,000, NAF commits to performing the services outlined in this document under Appendix A.
(b) For the agreed-upon sum of $10,000, NAF commits to performing the services outlined in this document under Appendix B.

The services offered under Appendix A or B can be modified at the written request of Stem Express at NAF's discretion provided payment has been received by NAF for the year.

Participation Reports:
In partial consideration for the services outlined above, STEM EXPRESS will provide NAF with quarterly reports of executed participation agreements with NAF members for the collection services under the terms of this agreement.

IF TO NAF:
National Abortion Federation
[redacted]

Attention: President/CEO

IF TO STEM EXPRESS:
STEM EXPRESS
[redacted]

Attention: Executive Vice President

Service of any such notice shall be deemed complete when received on the day of actual delivery thereof as evidenced by the return receipt or the date such notice is first refused, if that be the case.

Assignment:
Neither party may, without the prior written consent of the other, transfer or assign, in whole or in part, any of its rights, duties or obligations hereunder to a third party or parties; provided that any respective successor or permitted assign shall have all of such party's rights, and shall be subject to all of such party's duties and obligations, hereunder. No assignment will constitute a release of the assigning party with the written consent of the other party.

Confidentiality:
Each party acknowledges and agrees that pursuant to this Agreement, valuable information of a confidential nature may be disclosed by each party to the other or may be learned by one party from the other in connection with its performance under this Agreement; that such information will be retained by the receiving party in confidence; that the transmittal of such information by the disclosing party to the receiving party is upon the condition that the information is to be used solely for the purpose of effectuating this Agreement; and that neither party shall use, publish or disclose or cause anyone else to use, publish or disclose any information supplied to it by the other party other than for the purposes described above. The above restrictions shall not prohibit any disclosure which is required pursuant to a court order or administrative proceeding; provided that the party being required to disclose such information shall promptly notify the other party of the need for any such disclosure and shall give the other party a reasonable time to oppose such process. The above restrictions shall apply during the term of this Agreement and for all times thereafter.

Neither party will make any press release or other public announcement regarding this Agreement without the other party's express prior written consent, except as required under applicable law or by any governmental agency, in which case the party required to make the public disclosure shall use commercially reasonable efforts to obtain the approval of the other party as to the form, nature and extent of the public announcement prior to making the public announcement.

Retention of Membership Information
Under the terms of this agreement, NAF will provide Stem Express with detailed information and listings regarding NAF members. Upon the termination of this contract, Stem Express agrees to destroy any and all copies of NAF membership lists and will be prohibited from Stem Express these lists to pursue new clients or to release this information in any way.

Force Majeure:
Neither party hereto shall be responsible to the other or to any third party for any failure, in whole or in part, to perform any of its obligations to manufacture and supply or to order and purchase, as the case may be, any products and/or services hereunder to the extent and for the length of time that such failure is due in whole or in substantial part to circumstances beyond the control of the party failing in such performance. Such circumstances shall include (but shall not be limited to) acts of God, labor disputes, materials or labor shortages, damage to facilities, public disturbances and governmental acts.

Proprietary Names and Marks:
Neither party shall have any right in any respect to use or to permit others to use any trademark, trade name or copyrighted material owned or used by the other party without express written permission.

Governing Law:
This Agreement shall be governed by the laws of the District of Columbia, without regard to such jurisdiction's conflicts of laws principles. The parties agree that venue for any suit, action, proceeding or litigation arising out of or in relation to this Agreement shall be in federal or district court in the District of Columbia having subject matter jurisdiction.

Partial Invalidity:
In the event that any provision of this Agreement should for any reason be held illegal, invalid, ineffective, and unenforceable or contrary to public policy, the remainder of this Agreement shall remain in full force and effect.

Appendix A

NAF's Commitment

For the aforementioned sum mentioned in the section marked "Payment for Services," NAF commits to performing the following for one year to assist STEM EXPRESS in marketing NAF members:

- Create and disseminate to NAF members correspondence from NAF's Group Purchasing Manager about STEM EXPRESS and its products and services twice yearly at the request of Stem Express.
- Determine whether CME credit can be obtained for STEM EXPRESS webinars on malpractice insurance and related information.
- Disseminate to NAF members the name and contact information of STEM EXPRESS's representative who is available to answer questions about services and participation on an ongoing basis.
- Include a STEM EXPRESS marketing brochure and questionnaire regarding participation benefits in the NAF membership welcome packet.
- Invite the top 10% of potential customers to join NAF on a conference call paid for by STEM EXPRESS to discuss STEM EXPRESS's capabilities and specified coverages at least once a year.
- Feature Stem Express in the NAF Group Purchasing newsletter at least once a year.
- Provide mailing list for STEM EXPRESS to send out marketing "slicks" regarding the background of STEM EXPRESS, its capabilities, and highlights of coverages.
- Provide assistance to STEM EXPRESS in gathering testimonials from existing customers among NAF members.
- Supply STEM EXPRESS with a quarterly updated list of members.
- Give STEM EXPRESS an exhibit booth at the NAF Annual Conference in April.

Appendix B

NAF's Commitment

For the aforementioned sum mentioned in the section marked "Payment for Services," NAF commits to performing the following for one year to assist STEM EXPRESS in marketing its insurance products to NAF members:

- Create and disseminate to NAF members correspondence from NAF's Group Purchasing Manager about STEM EXPRESS and its products and services twice yearly at the request of Stem Express.
- Create a content section on NAF's members-only website dedicated to STEM EXPRESS and including Stem Express link to applications that can be downloaded, filled out, and faxed, mailed, or emailed to STEM EXPRESS.
- Determine whether CME credit can be obtained for STEM EXPRESS webinars on malpractice insurance and related information.
- Disseminate to NAF members the name and contact information of STEM EXPRESS's claims representative who is available to answer questions about services and participation on an ongoing basis.
- Provide a cover letter from NAF's President and CEO pertaining to changes in laws that may affect members' coverage, which STEM EXPRESS can use to accompany marketing materials for NAF members.
- Include a STEM EXPRESS marketing brochure and questionnaire regarding existing services in the NAF membership welcome packet.
- Invite the top 10% of potential customers to join NAF on a conference call paid for by STEM EXPRESS to discuss STEM EXPRESS's capabilities and specified coverages at least once a year.
- Provide mailing list for STEM EXPRESS to send out marketing "slicks" regarding the background of STEM EXPRESS, its capabilities, and highlights of coverages.
- Provide assistance to STEM EXPRESS in gathering testimonials from existing customers among NAF members.
- Provide one complimentary exhibit space at NAF's Annual Meeting in the spring for STEM EXPRESS with up to 3 complimentary exhibitor registrations and up to 4 invitations to the member luncheon. In addition, the opportunity to create a bag insert that will be given to every attendee at registration.
- Supply STEM EXPRESS with a quarterly updated list of members.

STEM EXPRESS's Commitment.
STEM EXPRESS commits to performing the following for one year to market its collection services to NAF's members:

- Conduct a webinar for NAF members with a question and answer forum on their current processes, benefits, laws, etc. surrounding participating in the collection service at the launch and yearly thereafter.
- Create and produce a marketing brochure detailing STEM EXPRESS's capabilities from a service aspect. This brochure shall include STEM EXPRESS contact information. STEM EXPRESS will provide a supply of the brochures to NAF to include in their membership application welcome packets.
- Create and Produce a Questionnaire to be sent out asking for expiration date, members' current coverage, premium amount, and contact information. This Questionnaire may be designed to fit into the brochure above so that members get both materials together.
- Create and Produce marketing "slicks" on the background of STEM EXPRESS, its capabilities, and highlights participation benefits.
- Create a current list of clients that potential clients can call for a recommendation.
- Produce testimonials from STEM EXPRESS's current client base on satisfaction, pricing, as well as reflection on the current service model.
- Provide informative sessions or meetings that inquire free of charge.
- Develop client success stories on how STEM EXPRESS bought a value added service to participating members. This will help to inform members about STEM EXPRESS's offerings.
- Commit to attending NAF's Annual Meeting in April of each year.
- Pursue all leads from NAF, introducing STEM EXPRESS and what STEM EXPRESS's capabilities are.

Entire Agreement:
This Agreement with attachments embodies the entire agreement and understanding between NAF and Stem Express and there are no agreements, understandings, conditions, warranties, or representations, oral or written, express or implied, with reference to the subject matter hereof, that are not merged herein and superseded hereby. This Agreement may not be modified except by an instrument in writing executed by the party against whom the modification is sought to be enforced. This Agreement supersedes all previous written or oral negotiations, commitments, representations and agreements pertaining to the same subject matter between the parties hereto, and all products and/or services provided after the effective date of this Agreement, notwithstanding.

Acceptance

IN WITNESS WHEREOF, the parties hereto have themselves or through their officers thereunto duly authorized set their hands and seals the day and year first above written.

NATIONAL ABORTION FEDERATION

Name: _____

Signature: _____

Title: _____

STEM EXPRESS

Name: _____

Signature: _____

Title: _____

Exhibit 5.11

From: [redacted]
Sent: Thursday, April 09, 2015 4:16 PM
To: [redacted]
Cc: [redacted]; [redacted]; [redacted]
Subject: RE: Partnership Agreement - StemExpress
Attachments: DEV 20150325 1 StemExpress-NAF Partnership Agreement .doc

Hi [redacted],

My apologies as my promise to respond by COB today comes with a delay. There is cause for concern regarding the added text under the Assignment section. It denotes, "StemExpress may assign this Agreement to an acquirer without notice to PI pursuant to an acquisition or merger of StemExpress involving greater than 50% of the company; provided further, that any respective successor or permitted assign shall thereby assume all of such StemExpress' rights, and shall be subject to all of such StemExpress' duties and obligations, hereunder.

That clause takes away a discretion that is essential to the prescreen process and creates privacy concern that we go great lengths to protect. Although I agree there is no other changes that impact the substantive content, [redacted], our general counsel, is giving it a quick read. I did think however that in the interest of time, you could respond to the deletion request noted above.

Please let me know if you have any questions. I am also happy to discuss by phone. I will be in the office all day tomorrow.

Thanks,

[redacted]

From: [redacted] [mailto[redacted]@stemexpress.com]
Sent: Wednesday, March 25, 2015 10:47 AM
To: [redacted]
Subject: Partnership Agreement - StemExpress
Importance: High

Good morning, [redacted]:

Please find a draft Partnership Agreement for your consideration. I've taken the liberty of reformatting a bit of it to follow our more-routine contract structure (no real change to the substantive content). I removed the language pertaining to alternative donations ($5K and $10K) since we have elected to go with $10K and participate in the upcoming NAF meeting [redacted] and [redacted] will attend). There will appear to be a lot of redlining in the Appendix, but this is largely an artifact of changing the content to reflect StemExpress business and remove the information from the company that was listed from prior use of this agreement template.

If the agreement with changes are acceptable, please 'accept changes,' sign and return to me at your earliest convenience. If you need to make changes, please reply with your redline as soon as possible and I'll get the document turned around promptly.

With kind regards,
[redacted]

NAF-000063

Exhibit 5.12

STEM-EX, LLC

Services Agreement

This agreement is made as of April 1st, 2010 between Stem-Ex, LLC, a limited liability company, and Planned Parenthood Mar Monte, a professional corporation.

WHEREAS, Stem-Ex is a company devoted to providing services related to the procurement of human organs, tissues, and blood for medical research in order to facilitate medical research utilizing those tissues; and

WHEREAS, Planned Parenthood Mar Monte provides medical services, education programs, and advocacy initiatives in order to improve people's lives;

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, and in order to further their mutual goals, the parties agree as follows:

1. The term "fetal organ" has the same meaning as the term defined in the National Organ Transplant Act (42 U.S.C.A. 274e(c)(1)) and means the human kidney, liver, heart, lung, pancreas, bone marrow, cornea, eye, bone, and skin or any subpart thereof and any other human organ or any subpart thereof, as from a fetus.

2. The term "product of conception" ("POC") means any fetal organ or other fetal or placental material taken from the human uterus during an abortion.

3. The term "maternal bloods" means blood samples taken from a pregnant woman.

4. Planned Parenthood Mar Monte will provide, and Stem-Ex will pay the reasonable costs for, services and facilities at mutually agreed upon health centers (hereinafter collectively referred to as "services") associated with the following: the removal of fetal organs from POCs; the processing, preservation, quality control, and transportation of the fetal organs; appropriate space in which Stem-Ex representatives and employees may work; disposal services for non-used portions of cadaveric materials; obtaining maternal bloods; seeking consent for donation of fetal organs and maternal bloods from appropriate donors, and; maintaining records of such consents so that verification of consent can be supported.

5. The reasonable costs associated with the services specified in this Agreement shall be fifty-five dollars ($55.00) per POC determined in the clinic to be usable, and ten dollars ($10.00) per maternal blood. Planned Parenthood Mar Monte will invoice Stem-Ex monthly for the number of POC's and number of maternal bloods procured by Stem-Ex. Stem-Ex will pay Planned Parenthood Mar Monte within two weeks of receipt of the invoice.

CONFIDENTIAL / PROPRIETARY BUSINESS RECORDS

6. Any information obtained from Planned Parenthood Mar Monte patients' charts shall be privileged, and Stem-Ex will treat the information in order to preserve the confidentiality of the patients. Stem-Ex will not receive any information concerning identity of donors except as necessary to obtain patients' consent for use of POCs and maternal bloods.

7. The term of this Agreement shall be for one year, beginning from the date hereof, and terminating one year thereafter. Parties may, at any time, give each other thirty days written notice of the intention to terminate this Agreement, whereupon the Agreement shall terminate thirty days after the receipt of such notice. In the absence of such termination, this Agreement shall continue for further successive terms of one year thereafter.

8. Written notices pursuant to this Agreement shall be sent to the following:

Attn: Medical Director
Planned Parenthood Mar Monte
[redacted]

Stem-Ex
[redacted]

9. The parties do not know how many patients will consent to donate POCs or maternal bloods for research, and thus do not know how many POCs or maternal bloods will be obtained pursuant to this Agreement. Planned Parenthood Mar Monte is not obligated to provide any minimum number of POCs or maternal bloods. Stem-Ex is not obligated to take any minimum number of POCs or maternal bloods, nor is Stem-Ex obligated to take all the POCs or maternal bloods made available by Planned Parenthood Mar Monte.

10. The parties mutually agree to defend, protect, and hold harmless each other's officers, directors, agents, employees, and consultants from and against any and all expenses, liabilities, demands or claims for loss or damage to property, or for personal injury or death suffered as a result of any actions by the parties in the performance of the Agreement and attributable to the fault or negligence of the parties or their respective officers, directors, agents, employees, or consultants.

11. No modification to this Agreement, nor any waiver of any rights, shall be effective unless agreed to in writing by the party charged with such waiver or modification. Waiver of any breach or default shall not constitute a waiver of any other right hereunder, or any subsequent breach or default.

12. This Agreement constitutes the entire and exclusive agreement between the parties.

CONFIDENTIAL / PROPRIETARY BUSINESS RECORDS

13. This Agreement shall be governed by and interpreted under the laws of the State of California, and venue for any dispute arising hereunder shall be in the County of Sacramento.

14. The prevailing party in any action to enforce the terms of the Agreement shall be entitled to reimbursement by the other party for all costs, including the reasonable attorney fees and professional fees, incurred in connection with such proceeding.

15. This Agreement may be executed in counterparts, each of which will be deemed an original, but both of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized representatives as of the date written above.

Planned Parenthood Mar Monte

By: [redacted]

Title: Medical Director

Stem-Ex, LLC

By: [redacted]

Title: President

CONFIDENTIAL / PROPRIETARY BUSINESS RECORDS

Services Agreement

This agreement is made as of 5/15/2012 between StemExpress, LLC, a limited liability company, and Planned Parenthood Shasta Pacific, a professional corporation.

WHEREAS, StemExpress is a company devoted to providing services related to the procurement of human organs, tissues, and blood for medical research in order to facilitate medical research utilizing those tissues; and

WHEREAS, Planned Parenthood Shasta Pacific provides medical services, education programs, and advocacy initiatives in order to improve people's lives;

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, and in order to further their mutual goals, the parties agree as follows:

1. The term "fetal organ" has the same meaning as the term defined in the National Organ Transplant Act (42 U.S.C.A. 274e(c)(1)) and means the human kidney, liver, heart, lung, pancreas, bone marrow, cornea, eye, bone, and skin or any subpart thereof and any other human organ or any subpart thereof, as from a fetus.

2. The term "product of conception" ("POC") means any fetal organ or other fetal or placental material taken from the human uterus during an abortion.

3. The term "maternal bloods" means blood samples taken from a pregnant woman.

4. Planned Parenthood Shasta Pacific will provide, and StemExpress will pay the reasonable costs for, services and facilities at mutually agreed upon health centers (hereinafter collectively referred to as "services") associated with the following: the removal of fetal organs from POCs; the processing, preservation, quality control, and transportation of the fetal organs; appropriate space in which StemExpress representatives and employees may work; disposal services for non-used portions of cadaveric materials; obtaining maternal bloods; seeking consent for donation of fetal organs and maternal bloods from appropriate donors, and; maintaining records of such consents so that verification of consent can be supported.

5. The reasonable costs associated with the services specified in this Agreement shall be fifty-five dollars ($55.00) per POC determined in the clinic to be usable, and ten dollars ($10.00) per maternal blood. Planned Parenthood Shasta Pacific will invoice StemExpress monthly for the number of POC's and number of maternal bloods procured by StemExpress. StemExpress will pay Planned Parenthood Shasta Pacific within thirty days of receipt of the invoice.

[redacted]

6. Any information obtained from Planned Parenthood Shasta Pacific patients' charts shall be privileged, and StemExpress will treat the information in order to preserve the confidentiality of the patients. StemExpress will not receive any information concerning identity of donors except as necessary to obtain patients' consent for use of POCs and maternal bloods.

7. The term of this Agreement shall be for one year, beginning from the date hereof, and terminating one year thereafter. Parties may, at any time, give each other thirty days written notice of the intention to terminate this Agreement, whereupon the Agreement shall terminate thirty days after the receipt of such notice. In the absence of such termination, this Agreement shall continue for further successive terms of one year thereafter.

8. Written notices pursuant to this Agreement shall be sent to the following:

Attn: Medical Director
Planned Parenthood Shasta Pacific
[redacted]

StemExpress
[redacted]

9. The parties do not know how many patients will consent to donate POCs or maternal bloods for research, and thus do not know how many POCs or maternal bloods will be obtained pursuant to this Agreement. Planned Parenthood Shasta Pacific is not obligated to provide any minimum number of POCs or maternal bloods. StemExpress is not obligated to take any minimum number of POCs or maternal bloods, nor is StemExpress obligated to take all the POCs or maternal bloods made available by Planned Parenthood Shasta Pacific.

10. The parties mutually agree to defend, protect, and hold harmless each other's officers, directors, agents, employees, and consultants from and against any and all expenses, liabilities, demands or claims for loss or damage to property, or for personal injury or death suffered as a result of any actions by the parties in the

[redacted]

performance of the Agreement and attributable to the fault or negligence of the parties or their respective officers, directors, agents, employees, or consultants.

11. No modification to this Agreement, nor any waiver of any rights, shall be effective unless agreed to in writing by the party charged with such waiver or modification. Waiver of any breach or default shall not constitute a waiver of any other right hereunder, or any subsequent breach or default.

12. This Agreement constitutes the entire and exclusive agreement between the parties.

13. This Agreement shall be governed by and interpreted under the laws of the State of California, and venue for any dispute arising hereunder shall be in the County of Sacramento.

14. The prevailing party in any action to enforce the terms of the Agreement shall be entitled to reimbursement by the other party for all costs, including the reasonable attorney fees and professional fees, incurred in connection with such proceeding.

15. This Agreement may be executed in counterparts, each of which will be deemed an original, but both of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized representatives as of the date written above.

Planned Parenthood Shasta Pacific

By: [redacted] 5/16/12

Title: President/CEO

StemExpress, LLC

By: [redacted]

Title: CEO 5/16/12

[redacted]

Services Agreement

This agreement is made as of October 23, 2103 between StemExpress, a limited liability company, and Planned Parenthood of Santa Barbara, Ventura & San Luis Obispo Counties, Inc. (PPSBVSLO) a professional corporation.

WHEREAS, StemExpress is a company devoted to providing services related to the procurement of human organs, tissues, and blood for medical research in order to facilitate medical research utilizing those tissues; and

WHEREAS, PPSBVSLO provides medical services, education programs, and advocacy initiatives in order to improve people's lives;

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, and in order to further their mutual goals, the parties agree as follows:

1. The term "fetal organ" has the same meaning as the term defined in the National Organ Transplant Act (42 U.S.C.A. 274e(c)(1)) and means the human kidney, liver, heart, lung, pancreas, bone marrow, cornea, eye, bone, and skin or any subpart thereof and any other human organ or any subpart thereof, as from a fetus.

2. The term "product of conception" ("POC") means any fetal organ or other fetal or placental material taken from the human uterus during an abortion.

3. The term "maternal bloods" means blood samples taken from a pregnant woman.

4. PPSBVSLO will provide, and StemExpress will pay the reasonable costs for, services and facilities at mutually agreed upon health centers (hereinafter collectively referred to as "services") associated with the following: the removal of fetal organs from POCs; the processing, preservation, quality control, and transportation of the fetal organs; appropriate space in which StemExpress representatives and employees may work; disposal services for non-used portions of cadaveric materials; obtaining maternal blood; seeking consent for donation of fetal organs and maternal blood from appropriate donors, and; maintaining records of such consents so that verification of consent can be supported.

5. The reasonable costs associated with the services specified in this Agreement shall be fifty dollars ($50.00) per 60cc's of maternal blood, and seventy five dollars ($75.00) for the collection of fetal tissue, if collected solely by PPSBVSLO staff. If StemExpress staff is onsite to physically collect the sample, then there would be a cost adjustment for the collection of the sample. PPSBVSLO will invoice StemExpress monthly for the number of POC's and number of maternal bloods

[redacted]

procured by StemExpress. StemExpress will pay PPSBVSLO within thirty days of receipt of the invoice.

6. Any information obtained from PSBVSLO patients' charts shall be privileged, and StemExpress will treat the information in order to preserve the confidentiality of the patients. StemExpress will not receive any information concerning identity of donors except as necessary to obtain patients' consent for use of POCs and maternal bloods. This will always be done in accordance with HIPAA guidelines.

7. The term of this Agreement shall be for one year, beginning from the date hereof, and can be renegotiated for successive years there after. Parties may, at any time, give each other a ninety days written notice of the intention to terminate this Agreement, whereupon the Agreement shall terminate ninety days after the receipt of such notice. .

8. Written notices pursuant to this Agreement shall be sent to the following:

Attn: [redacted] MD | Medical Director
Planned Parenthood of Santa Barbara, Ventura & San Luis Obispo Counties, Inc.
[redacted]

Attn: [redacted], CEO
StemExpress
[redacted]

9. The parties do not know how many patients will consent to donate POCs or maternal bloods for research, and thus do not know how many POCs or maternal bloods will be obtained pursuant to this Agreement. PPSBVSLO is not obligated to provide any minimum number of POCs or maternal bloods. StemExpress is not obligated to take any minimum number of POCs or maternal bloods, nor is StemExpress obligated to take all the POCs or maternal bloods made available by PPSBVSLO.

10. The parties mutually agree to defend, protect, and hold harmless each other's officers, directors, agents, employees, and consultants from and against any and all expenses, liabilities, demands or claims for loss or damage to property, or for personal injury or death suffered as a result of any actions by the parties in the performance of the Agreement and attributable to the fault or negligence of the parties or their respective officers, directors, agents, employees, or consultants.
[redacted]

11. No modification to this Agreement, nor any waiver of any rights, shall be effective unless agreed to in writing by the party charged with such waiver or modification. Waiver of any breach or default shall not constitute a waiver of any other right hereunder, or any subsequent breach or default.

12. This Agreement constitutes the entire and exclusive agreement between the parties.

13. This Agreement shall be governed by and interpreted under the laws of the State of California, and venue for any dispute arising hereunder shall be in the County of Sacramento.

14. The prevailing party in any action to enforce the terms of the Agreement shall be entitled to reimbursement by the other party for all costs, including the reasonable attorney fees and professional fees, incurred in connection with such proceeding.

15. This Agreement may be executed in counterparts, each of which will be deemed an original, but both of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized representatives as of the date written above.

StemExpress, LLC

By: [redacted]

Name: [redacted]

Title: CEO

Planned Parenthood Santa Barbara, Ventura & San Luis Obispo Inc.

By: [redacted]

Name: [redacted]

Title: President / CEO

[redacted]

Exhibit 5.13

[redacted]

Services Agreement

CLN 2015050427.1

This Services Agreement (the" "Agreement") is made as of the Effective Date, as defined herein, by and between StemExpress, a limited liability company, and Camelback Family Planning (the "Clinic").

WHEREAS, StemExpress is a company devoted to providing services related to the procurement of human organs, tissues, and blood for medical research in order to facilitate medical research utilizing those tissues; and

WHEREAS, Clinic provides medical services, education programs, and advocacy initiatives in order to improve people's lives;

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, and in order to further their mutual goals, the parties agree as follows:

1. The term "fetal organ" has the same meaning as the term defined in the National Organ Transplant Act (42 U.S.C.A. 274e(c)(1)) and means the human kidney, liver, heart, lung, pancreas, bone marrow, cornea, eye, bone, and skin or any subpart thereof and any other human organ or any subpart thereof, as from a fetus.

2. The term "Product of Conception" ("POC") means any fetal organ or other fetal or placental material taken from the human uterus during an abortion.

3. The term "maternal bloods" means blood samples taken from a pregnant woman.

4. Clinic will provide, and StemExpress will pay the reasonable costs for, services associated with the following: the removal of fetal organs from POCs; the processing, preservation, quality control, and transportation of the fetal organs; disposal services for non-used portions of cadaveric materials; obtaining maternal blood; seeking consent for donation of fetal organs and maternal blood from appropriate donors, and; maintaining records of such consents so that verification of consent can be supported.

5. The reasonable costs associated with the services specified in this Agreement shall be:
    a. two hundred dollars ($200.00) for the collection of 5cc or more of fetal liver tissue and three (3) tubes maternal peripheral blood (collection tubes supplied by StemExpress)

b. two hundred fifty dollars ($250.00) for the collection of fetal liver (5cc) *and* thymus from the same POC *and* three (3) tubes maternal peripheral blood (collection tubes supplied by StemExpress);
c. seventy five dollars ($75) for other fetal tissues as requested by StemExpress with three (3) tubes maternal peripheral blood (collection tubes supplied by StemExpress), the availability and supply of such other tissues to be agreed upon in advance by StemExpress and Clinic.

Clinic will invoice StemExpress monthly for the number of tissue and number of maternal bloods procured for StemExpress. StemExpress will pay Clinic within thirty (30) days of receipt of the invoice.

6. StemExpress will pay Clinic the reasonable costs in Section 5 for the first four (4) POCs collected by Clinic; thereafter, StemExpress will pay Clinic only for those POCs that are 5cc or greater volume (fetal liver) and intact (fetal thymus).

7. StemExpress will provide Clinic with POC collection kits, at no cost to Clinic, that will include:
   a. Conical tubes and media for tissue storage
   b. Blood collection kit and tubes
   c. Researcher Procurement Form
   d. IRB patient consent form
   e. Packaging materials
   f. Detailed written instructions
   g. StemExpress pre-printed label with courier account information

8. Any information obtained from Clinic patients' charts shall be privileged and confidential, and StemExpress will treat the information as such in order to preserve the confidentiality of the patients. StemExpress will not receive any information concerning identity of donors except as necessary to obtain patients' consent for use of POCs and maternal bloods. This handling of donor information will always be undertaken in accordance with HIPAA guidelines.

9. The term of this Agreement shall be for three (3) years, beginning from the Effective Date, and terminating three years thereafter. This agreement may be terminated early if either company fails to perform his/her duties or materially breaches any obligation in the agreement, and the failure or breach is not corrected within ninety (90) days of receiving written notice from the opposing party. This Agreement may be terminated by either party upon thirty (30) days' advance written notice to the non-terminating party. In the absence of such termination, this Agreement shall continue for further successive terms of one year thereafter.

[redacted]

10. Written notices pursuant to this Agreement shall be sent to the following:

To Clinic: [redacted]
Camelback Family Planning
[redacted]

To StemExpress: Office of the CEO
StemExpress
[redacted]

11. The parties do not know how many patients will consent to donate POCs for research, and thus do not know how many POCs will be obtained pursuant to this Agreement. Clinic is not obligated to provide any minimum number of POCs and StemExpress is not obligated to take any minimum number of POCs nor is StemExpress obligated to take all the POCs made available by Clinic.

12. The parties mutually agree to defend, protect, and hold harmless each other's officers, directors, agents, employees, and consultants from and against any and all expenses, liabilities, demands or claims for loss or damage to property, or for personal injury or death suffered as a result of any actions by the parties in the performance of the Agreement and attributable to the fault or negligence of the parties or their respective officers, directors, agents, employees, or consultants.

13. No modification to this Agreement, nor any waiver of any rights, shall be effective unless agreed to in writing by the party charged with such waiver or modification. Waiver of any breach or default shall not constitute a waiver of any other right hereunder, or any subsequent breach or default.

14. This Agreement constitutes the entire agreement between the parties.

15. This Agreement shall be governed by and interpreted under the laws of the State of California, and venue for any dispute arising hereunder shall be in the County of Sacramento.

16. The prevailing party in any action to enforce the terms of the Agreement shall be entitled to reimbursement by the other party for all costs, including the reasonable attorney fees and professional fees, incurred in connection with such proceeding.

17. This Agreement may be executed in counterparts, each of which will be deemed an original, but both of which together will constitute one and the same instrument.

[redacted]

IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized representatives as of the date written above.

StemExpress, LLC

By: _____

Name: [redacted]
Title: CEO

Camelback Family Planning

By: [redacted]

Name: [redacted]
Title: Medical Director

[redacted]

GLN20150504.1

IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized representatives as of the date written above.

StemExpress, LLC

By: [redacted]

Name: [redacted]
Title: CEO

Camelback Family Planning

By: [redacted]

Name: [redacted]
Title: Medical Director

[redacted]

Services Agreement

This agreement is made as of November 15, 2013 between StemExpress, a limited liability company, and Cedar River Clinics (CEDAR RIVER CLINCS), a professional corporation.

WHEREAS, StemExpress is a company devoted to providing services related to the procurement of human organs, tissues, and blood for medical research in order to facilitate medical research utilizing those tissues; and

WHEREAS, CEDAR RIVER CLINCS provides medical services, education programs, and advocacy initiatives in order to improve people's lives;

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, and in order to further their mutual goals, the parties agree as follows:

1. The term "fetal organ" has the same meaning as the term defined in the National Organ Transplant Act (42 U.S.C.A. 274e(c)(1)) and means the human kidney, liver, heart, lung, pancreas, bone marrow, cornea, eye, bone, and skin or any subpart thereof and any other human organ or any subpart thereof, as from a fetus.

2. The term "product of conception" ("POC") means any fetal organ or other fetal or placental material taken from the human uterus during an abortion.

3. The term "maternal bloods" means a blood sample taken from a pregnant woman.

4. The term "human blood" means blood sample taken from A healthy non-pregnant human.

5. CEDAR RIVER CLINCS will provide, and StemExpress will pay the reasonable costs for, services, and facilities at mutually agreed upon health centers (hereinafter collectively referred to as "services") associated with the following: the removal of fetal organs from POCs; the processing, preservation, quality control, and transportation of the fetal organs; appropriate space in which StemExpress representatives and employees may work; disposal services for non-used portions of cadaveric materials; obtaining human and maternal blood; seeking consent for donation of fetal organs and maternal blood from appropriate donors; patient gift cards distributed for blood samples; and; maintaining records of such consents so that verification of consent can be supported.

6. StemExpress will pay CEDAR RIVER CLINICS for medical supplies purchased by CEDAR RIVER CLINICS associated with the services of this agreement.

7. StemExpress will pay CEDAR RIVER CLINICS the reasonable cost associated with the services specified in this Agreement in accordance with the agreed upon procurement fee schedule **(see exhibit A)**. If StemExpress staff is onsite to physically provide services, then there would be an agreed upon cost adjustment for those services provided by StemExpress. CEDAR RIVER CLINICS will invoice StemExpress monthly for the number of fetal organs, POC, and blood samples collected. StemExpress will pay CEDAR RIVER CLINICS within thirty (30) days of the invoice date.

8. Confidential proprietary and/or Protected Health Information (PHI) shared between StemExpress and CEDAR RIVER CLINICS shall be privileged and protected in accordance with the HIPAA BUSINESS ASSOCIATE AGREEMENT **(see exhibit B)**. In addition and in accordance with the ethical

principles and guidelines for research involving human subjects, patient identity of donors shall not be shared with StemExpress except as necessary to obtain patients' inform consent for the use POCs and blood.

9. Written notices pursuant to this Agreement shall be sent to the following:

[redacted] Director of Operations	[redacted] CEO
Cedar River Clinics	StemExpress
[redacted]	[redacted]

10. The parties do not know how many patients will consent to donate POCs or blood for research, and thus do not know how many POCs or blood samples will be obtained pursuant to this Agreement. CEDAR RIVER CLINCS is not obligated to provide any minimum number of POCs or blood samples. StemExpress is not obligated to take any minimum number of POCs or blood samples, nor is StemExpress obligated to take all the POCs or blood samples made available by CEDAR RIVER CLINCS.

11. The parties mutually agree to defend, protect, and hold harmless each other's officers, directors, agents, employees, and consultants from and against any and all expenses, liabilities, demands or claims for loss or damage to property, or for personal injury or death suffered as a result of any actions by the parties in the performance of the Agreement and attributable to the fault or negligence of the parties or their respective officers, directors, agents, employees, or consultants.

12. No modification to this Agreement, nor any waiver of any rights, shall be effective unless agreed to in writing by the party charged with such waiver or modification. Waiver of any breach or default shall not constitute a waiver of any other right hereunder, or any subsequent breach or default.

13. This Agreement constitutes the entire agreement between the parties.

14. This Agreement shall be governed by and interpreted under the laws of the State of California, and venue for any dispute arising hereunder shall be in the County of Sacramento.

15. This Agreement shall be governed by and interpreted under the laws of the State of California, and venue for any dispute arising hereunder shall be in the County of Sacramento.

16. The prevailing party in any action to enforce the terms of the Agreement shall be entitled to reimbursement by the other party for all costs, including the reasonable attorney fees and professional fees, incurred in connection with such proceeding.

17. This Agreement may be executed in counterparts, each of which will be deemed an original, but both of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized representatives as of the date written above.

StemExpress, LLC	**Cedar River Clinics**
By: [redacted]	**By:** [redacted]
Name: [redacted]	**Name:** [redacted]
Title: CEO	**Title:** Director Of Operations

Exhibit A

PROCURMENT FEE SCHEDULE

The reasonable cost associated with the services specified in the Service Agreement between **StemExpress** and **Cedar River Clinics**, if collected solely by Cedar River Clinics staff, shall be as follows:

Maternal and/or human blood donations (10-60ml)	$50
Fetal Tissue per organ/component donations (i.e. heart, lung, skin, placental)	$75 (i.e. 1- heart + 1 lung + 1 skin +placental tissue = 4 organs x $75= $300
Fetal Tissue with IDS Blood Sample	$125
Patient Gift Cards distributed to blood donors ($25)	Face Value
Maternal Blood and Tissue Kits	$125
Fetal Aneuploidy Blood Sample by Classification as Defined* FIA FIB FIC FID	 $100 $200 $300 $400

StemExpress, LLC

By: _____

Name: [redacted]

Title: CEO

Date: _____

Cedar River Clinics

By: _____

Name: [redacted]

Title: Director Of Operations

Date: _____

* See attached definition page

Exhibit A

PROCURMENT FEE SCHEDULE

The reasonable cost associated with the services specified in the Service Agreement between StemExpress and Cedar River Clinics, if collected solely by Cedar River Clinics staff, shall be as follows:

Maternal and/or human blood donations (10-60ml)	$50
Fetal Tissue per organ/component donations (i.e. heart, lung, skin, placental)	$75 (i.e. 1 heart + 1 lung + 1 skin +placental tissue = 4 organs x $75= $300
Patient Gift Cards distributed to blood donors ($25)	Face Value

StemExpress, LLC

By: [redacted]

Name: [redacted]

Title: CEO

Date: November 11th 2013

Cedar River Clinics

By: [redacted]

Name: [redacted]

Title: Director Of Operations

Date:

stem express

Services Agreement

This agreement is made as of February 14, 2014 between StemExpress, a limited liability company, and Presidential Women's Center (PRESIDENTIAL WOMEN'S CENTER), a professional corporation.

WHEREAS, StemExpress is a company devoted to providing services related to the procurement of human organs, tissues, and blood for medical research in order to facilitate medical research utilizing those tissues; and

WHEREAS, PRESIDENTIAL WOMEN'S CENTER provides medical services, education programs, and advocacy initiatives in order to improve people's lives;

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, and in order to further their mutual goals, the parties agree as follows:

1. The term "fetal organ" has the same meaning as the term defined in the National Organ Transplant Act (42 U.S.C.A. 274e(c)(1)) and means the human kidney, liver, heart, lung, pancreas, bone marrow, cornea, eye, bone, and skin or any subpart thereof and any other human organ or any subpart thereof, as from a fetus.

2. The term "product of conception" ("POC") means any fetal organ or other fetal or placental material taken from the human uterus during an abortion.

3. The term "maternal bloods" means blood samples taken from a pregnant woman.

4. PRESIDENTIAL WOMEN'S CENTER will provide, and StemExpress will pay the reasonable costs for, services and facilities at mutually agreed upon health centers (hereinafter collectively referred to as "services") associated with the following: the removal of fetal organs from POCs; the processing, preservation, quality control, and transportation of the fetal organs; appropriate space in which StemExpress representatives and employees may work; disposal services for non-used portions of cadaveric materials; obtaining maternal blood; seeking consent for donation of fetal organs and maternal blood from appropriate donors, and; maintaining records of such consents so that verification of consent can be supported.

5. The reasonable costs associated with the services specified in this Agreement shall be fifty dollars ($50.00) per 60cc's of maternal blood, and seventy five dollars ($75.00) for the collection of fetal tissue, if collected solely by PRESIDENTIAL WOMEN'S CENTER staff. If StemExpress staff is onsite to physically collect the sample, then there would be a cost adjustment for the collection of the sample. PRESIDENTIAL WOMEN'S CENTER will invoice StemExpress monthly for the number of tissue and number of maternal bloods procured for StemExpress.

[redacted]

stem express

StemExpress will pay PRESIDENTIAL WOMEN'S CENTER within thirty days of receipt of the invoice.

6. Any information obtained from PRESIDENTIAL WOMEN'S CENTER patients' charts shall be privileged, and StemExpress will treat the information in order to preserve the confidentiality of the patients. StemExpress will not receive any information concerning identity of donors except as necessary to obtain patients' consent for use of POCs and maternal bloods. This will always be done in accordance with HIPAA guidelines.

7. The term of this Agreement shall be for ~~three years~~ One year [redacted], beginning from the date hereof, and terminating three years thereafter. This agreement may be terminated early if either company fails to perform his/her duties or materially breaches any obligation in the agreement, and the failure or breach is not corrected within 90 days of receiving written notice from the opposing party. In the absence of such termination, this Agreement shall continue for further successive terms of one year thereafter.

8. Written notices pursuant to this Agreement shall be sent to the following:

Attn: [redacted], CEO
PRESIDENTIAL WOMEN'S CENTER
[redacted]

Attn: [redacted], CEO
StemExpress
[redacted]

9. The parties do not know how many patients will consent to donate POCs or maternal bloods for research, and thus do not know how many POCs or maternal bloods will be obtained pursuant to this Agreement. PRESIDENTIAL WOMEN'S CENTER is not obligated to provide any minimum number of POCs or maternal bloods. StemExpress is not obligated to take any minimum number of POCs or maternal bloods, nor is StemExpress obligated to take all the POCs or maternal bloods made available by PRESIDENTIAL WOMEN'S CENTER.

10. The parties mutually agree to defend, protect, and hold harmless each other's officers, directors, agents, employees, and consultants from and against any and all expenses, liabilities, demands or claims for loss or damage to property, or for [redacted]

stem express

personal injury or death suffered as a result of any actions by the parties in the performance of the Agreement and attributable to the fault or negligence of the parties or their respective officers, directors, agents, employees, or consultants.

11. No modification to this Agreement, nor any waiver of any rights, shall be effective unless agreed to in writing by the party charged with such waiver or modification. Waiver of any breach or default shall not constitute a waiver of any other right hereunder, or any subsequent breach or default.

12. This Agreement constitutes the entire and exclusive agreement between the parties.

13. This Agreement shall be governed by and interpreted under the laws of the State of California, and venue for any dispute arising hereunder shall be in the County of Sacramento.

14. The prevailing party in any action to enforce the terms of the Agreement shall be entitled to reimbursement by the other party for all costs, including the reasonable attorney fees and professional fees, incurred in connection with such proceeding.

15. This Agreement may be executed in counterparts, each of which will be deemed an original, but both of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized representatives as of the date written above.

StemExpress, LLC

By: [redacted]

Name: [redacted]
Title: CEO

PRESIDENTIAL WOMEN'S CENTER

By: [redacted]

Name: [redacted]
Title: CEO

[redacted]

Exhibit 5.14

StemExpress Briefing Notes

Briefer and Company Background

1. [redacted] is the Founder and CEO of StemExpress. She began working at Santa Barbara Cottage Hospital at age 19 in departments of Emergency Medicine, Surgery, and Psychology. She also worked with human dissections and organ donations.
2. When she was pre-med she noticed 3 things; 1) that they could not collect disease tissue; 2) she became acquainted with physicians and scientists who needed tissue for research; and 3) wanted to stop diseases instead of dealing with them at the end.
3. StemExpress was founded in 2010. [redacted]s the sole owner and there are no investors.
    a. StemExpress coordinated with clinics and hospitals to collect tissue that would otherwise be disposed as medical waste.
    b. They have an internal quality assurance department, physician oversight, and an independent review board.
        i. Last year, FDA visited StemExpress and found no issues.
    c. Staff of 35 people. The majority of people are doing lab work – more than half of the staff. On the procurement side, they have very few staff. They laid off someone one of the procurement staff when they terminated their relationship with PPFA.
    d. There is board of directors – they reach out to the scientific community for guidance but no board.
    e. Unaltered fetal tissue accounts for 1%
    f. StemExpress is asked to collect a host of different things (i.e. bone marrow, white blood cell/stem cells from healthy patients) and tissue (i.e. from cancerous tumors).
        i. The majority of procurements come to the lab, processed, cultured, manufacture for what client is looking for to create the final product.
        ii. 1% - fetal activity (fetal tissue that you do not alter). Fetal tissue can be used for a number of things (e.g. vaccines).
            1. This does not include placental research.
        iii. Fetal tissue that is unaltered and isolated accounts for 10% of material that comes into the company.
        iv. 15-17% of business is coming from tissue from planned parenthood

Relationship with Providers and Buyers/Researchers

1. They conduct business outside of California. They are acquiring and providing outside of California. They are providing (but not acquiring) altered fetal tissue outside of the United States.

2. StemExpress does not have a formal sales team. The majority of the business is from journalism mentions and then they are contacted by people who see/read that. Their internal reps deal with calls/and see how feasible it is.
3. No inventory – they only collect/manufacture for what they have orders for. They don't function as a bank, the only time they keep samples is when they are working to complete an order – so if they are working to fill an order that might take 90 days to collect, they keep the samples as they go until the full order can be completed.
4. Facilities function from purchase orders and StemExpress terms and conditions (i.e. that it's for research or in vivo purposes only).
    a. It could take months to complete an order because sometimes the requests are for rare samples.
    b. StemExpress has standing agreements with certain researchers.
    c. A high percentage of orders are able to be filled.
5. Despite terminating the relationship with PPFA, StemExpress still has agreements with other clinics. [redacted] couldn't comment on how similar the other agreements were to PPFA's, but believes that they broadly contain the same language.
    a. When we asked how discontinuing their agreement with PPFA would affect their overall fetal tissue procurement rates [redacted] didn't know the annual breakdowns and therefore how not having PPFA would affect their numbers.
    b. Independent clinics/other agreements are located in the United States.
6. StemExpress does not use another third party to help source the fetal tissue, despite the "high demand."
    a. StemExpress claims that the video done by CMP was regarding BioMax and CMP folks were offering to help connect StemExpress with a third party to source tissues out to more researchers.
7. [redacted] volunteered that they terminated their contract with PPFA because of pressure from the public and community, harassment, death threats, etc.
    a. [redacted] has received death threats, one of which is picked up and is being processed by the FBI and it turns out it was a murder for hire situation.
8. When we asked for clarification on other contracts that StemExpress has with other companies, [redacted] indicated that there are two other companies – Luanza (sp?) – the larger of the two, and Stem Cells Inc.

Fetal Tissue Acquisition

1. StemExpress staff are the only ones procuring tissue at PPFA facilities. On occasion PPFA staff would help do things like pull blood – this happens in less than half of the instances.
    a. 96% of the work done at PPFA facilities was blood based, and 4% is fetal tissue based.

b. There is a room at PPFA where our staff would meet with the patient and take blood.

2. There are 1-3 companies sourcing cord blood.
3. When asked how it was decided how it is determined if StemExpress staff or PPFA staff work with a patient, [redacted] responded that it depends on the facility and its size. If small, PPFA (or other clinic's staff) could work with the patient on consenting. How busy the clinic is and what their schedule is also plays a factor into how the activities transpire.
    a. StemExpress staff travels to different locations and clinics depending on the clinics schedule.
        i. For PPFA clinics, they didn't have additional staff, so if StemExpress couldn't make it, no tissue procurement occurred. [redacted]
        ii. For independent clinics, they would obtain it and ship it to us.
4. Terms and conditions are not for purposes of transplanting. That was always the platform that StemExpress focused on; build a program that would monitor/oversee collections.
5. [redacted] stated that StemExpress has never received or procured an intact fetus. She claims that the tissue is so severely damaged that they can't obtain any tissue at all most of the time.
6. [redacted] stated that 12% of abortion clinics decline per year. (I can't remember the context – maybe referencing that 12% decline to participate in fetal tissue donation?)
    a. She referenced the NEJM article, and said that as long as there is still a need for research she feels an obligation to continue their work.

Fetal Tissue Compensation

1. StemExpress has the understanding that it cannot obtain valuable consideration.
2. PPFA worked with clinics/affiliates on tissue donation before StemExpress was founded. PPFA set costs and prices, there were no negotiations.
    a. Our "reimbursements" are considerably less than what is being reported in the media; $55 and $10 and they are per P.O.C., not per tissue.
        i. When asked if you could get multiple fetal tissue samples from one P.O.C.., [redacted] said that it was unlikely, but possible.
    b. PPFA should be the one to comment on how they set the $. It is a nationally drive number, set by them. [redacted]
3. Cost v. Reimbursement
    a. Reimbursement for taking space in the clinic, lab staff, sterilizing equipment, staff participation (e.g. consent). The costs are more for labor than they are for space, because PPFA staff is working in conjunction with StemExpress staff.
    b. The responsibility of handling the medical waste does not fall on StemExpress.
    c. StemExpress believes that it is losing money.

d. Reimbursement is similar regardless of if it's PPFA or non-PPFA. StemExpress has a couple of agreements, but Dyer couldn't provide specific numbers on how many. The reimbursements are slightly higher with non-PPFA because StemExpress staff is not at those clinics and their staff is doing more of the work.

4. Valuable Consideration Statute
   a. When asked how they decide what to charge, [redacted] said that they do so at a loss. StemExpress looks at the costs associated with collection and attempt to cover cost and expenditure. The overhead cost is higher than what StemExpress provides; therefore they do so at a net loss.
   b. When asked how they know what it costs and therefore what to charge, [redacted] said that there are so many isolated incidents that there isn't one set cost per collection. There are 300-400 moving parts within each procurement process to associate a specific cost.
   c. When asked about obtaining unaltered fetal tissue, what it costs, and what the process is, [redacted] said that StemExpress doesn't have a spreadsheet or matrix for all of its costs, but they intentionally are below.
      i. StemExpress knew before the calculations that the lawyers did that they were losing money. In 2014 there were less than 200 tissue samples for the entire year (implying that it wasn't hard to keep track of).
      ii. [redacted] made a comment that the FedEx rates that were being thrown around were actually low, it's more in the $100s because they need to overnight the shipments.
   d. When asked about obtaining altered fetal tissue, what it costs, and what the process is, [redacted] said that there is an extremely high failure rate. With respect to the cost, she said that StemExpress is not the only company providing cells for research and mentioned Larza (or Luanza?), which is a multi-million dollar company and that prices were set before StemExpress was founded.
      i. The process of preparing altered tissue is lab staff checks samples, wash them, test cells for functionality, determine whether you can move forward (about half cannot move forward in isolation because cells won't survive).
         1. Cultured cells generally cost $1,000 per million cells
   e. StemExpress claims that their focus was never on cost, as a growing business they are lucky to break even and grow as a company.

5. Dashboard
   a. This is the document where any orders from clients are listed and staff are trying to procure those. StemExpress said that it is rare to be able to collect anything from a sample because the tissue is often destroyed in the termination process. [redacted] gave the estimate that for every 30 terminations, maybe 1 sample is collected.

b. We asked if there is communication between PPFA and StemExpress after the procedure is done, [redacted] said that the physician will come in to verify that everything is complete, at that moment StemExpress is involved with the tissue.
c. [redacted] is not aware of fetal tissue banks.

6. Consent
   a. StemExpress employee can obtain consent. Once it is already determined that the patient is having an abortion, they are moved to a different waiting room, at that point staff meets with the patient. If she agrees, they go over the paperwork and she signs. There are times that PPFA does the consent.
      i. When asked if tissue is collected regardless of consent if the tissue came out intact, [redacted] said that tissue is only collected if there was consent, StemExpress does not obtain at the waste stage.
      ii. When asked to comment on the timing of when consent is retrieved, [redacted] said that it depends on if the facility needs to free up the room or StemExpress staff is tied up.
      iii. When asked if PPFA staff goes through training in order to perform consent, [redacted] said that because they are trained already, they are already trained on that topic. She later mentioned training participation and providing training documentation.
   b. At PPFA there is a PPFA consent form, which is different than the consent form at non-PPFA facilities.
      i. Non-PPFA facilities use the StemExpress consent form. The process at non-PPFA facilities is that the clinic staff is doing the consent and obtaining it before the procedure. At this point the staff and/or StemExpress have no idea what will be collected, if they will be able to collect a sample at all.
   c. Approximately 80-85% of women consent to participate in donation.
   d. At the very end of the briefing the lawyers mentioned that StemExpress had $4.1 million in gross revenue last year (not net revenue).

Miscellaneous

1. [redacted] mentioned that StemExpress was registered with FDA (forgot code) as a biotechnology company. FDA came out to inspect their facility and found no issues. Because StemExpress was registered FDA reviewed the processes and facility and later determined that they don't fall under FDA regulations because they don't manufacture and put back into humans.

Exhibit 5.15

StemExpress Estimated Costs and Expenses Associated with Fetal Tissue Procurement (2011-2015)

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Item	Description	Time	Estimated Cost/Expenses 2015	Estimated Cost/Expenses 2014	Estimated Cost/Expenses 2013	Estimated Cost/Expenses 2012	Estimated Cost/Expenses 2011
Procurement Manager Labor	Receive and evaluate purchase order, enter into computer system and task board, assign to clinics	1 hour x $35	$ 35.00	$ 35.00	$ 25.00	$ 10.00	$ 10.00
Packaging Supplies Labor	Packaging all supplies needed for procurement	1 hour x $10	$ 10.00	$ 10.00	$ 10.00	$ 10.00	$ 10.00
Shipping	Supplies to clinic	N/A	$ 45.00	$ 45.00	$ 15.00	$ -	$ -
Mileage	Mileage paid to technician (.56/mile)	N/A	$ 142.00	$ 142.00	$ 75.00	$ 71.00	$ 71.00
Supply Costs	Box, conical tube, media, petri dish, labels, biohazard bag, gel packs, etc.	N/A	$ 30.00	$ 30.00	$ 30.00	$ 30.00	$ 30.00
Technician Base Labor	Patient consent, procurement, paperwork, packaging	8 hours x $10	$ 80.00	$ 80.00	$ 80.00	$ 80.00	$ 80.00
Technician Supplemental Compensation	Technician Supplemental Compensation	N/A	$ 50.00	$ 50.00	$ 30.00	$ 25.00	$ -
Clinic Reimbursement	Technician space, storage of supplies, blood draw chair usage, consent space	N/A	$ 55.00	$ 55.00	$ 55.00	$ 55.00	$ 55.00
Infectious Disease Draw	Supplies: tubes, labels, needle, biohazard bag, etc	N/A	$ 15.00	$ 15.00	$ 15.00	$ 15.00	$ 15.00
Infectious Disease Screening	Screening for HIV, HepB, HepC, LCMV	N/A	$ 155.00	$ 155.00	$ 70.00	$ 66.00	$ 66.00
Shipping	Average Shipment cost to the lab (blood and/or tissue)	N/A	$ 45.00	$ 45.00	$ 20.00	$ 10.00	
Procurement Manager labor	Review paperwork, communications with courier, communications with researcher	1 hours x $35	$ 35.00	$ 35.00	$ 35.00	$ 35.00	$ 35.00
Product Receipt	Receipt of product at front desk, check into computer system, check into log	1 hour x $15	$ 15.00	$ 15.00	$ 15.00	$ 15.00	$ 15.00
Inventory & Supply Management	Prorated stores management	1 hour x $20	$ 20.00	$ 20.00	$ 20.00	$ 20.00	$ 20.00
TOTAL			**$ 732.00**	**$ 732.00**	**$ 495.00**	**$ 442.00**	**$ 407.00**

Exhibit 5.16

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StemExpress Sixth Response to House Select Panel Subpoenas
Produced on May 10, 2016

Subpoena Specification No.	Description
6	**All communications and documents regarding any direction to StemExpress current or former personnel with respect to the procurement or disposal of fetal tissue.**
9	**All communications and documents, sorted by customer, referring or relating to requests or orders made to StemExpress regarding fetal tissue and the amount paid by each customer to StemExpress.**
11	**All StemExpress banking and accounting documents, sorted by any source of fetal tissue and any customer of StemExpress, that reflect accounts payable and/or funds received that in any way refer or relate to the procurement, sale, donation, or distribution of shipment of fetal tissue.**

Consistent with earlier express agreements with the Select Panel's Majority staff, today's production by StemExpress supplements earlier productions of "roll-up" accounting reports for the provision of fetal tissue, organized by customer, for the years 2011 through 2015. These accounting reports were generated by StemExpress personnel directly from the company's accounting and software systems. Other than formatting adjustments, the data included in these accounting reports are not altered in any way. Based on our agreement with the Select Panel Majority staff, these reports were generated directly from StemExpress's accounting system in lieu of producing additional email correspondence requesting fetal tissue, purchase orders, invoices, and other documentation related to fetal tissue transactions in response to Feb. 12 Subpoena Spec. Nos. 6, 9, and 11. A substantial production of all of these various supporting materials were previously produced for the January through April 2015 timeframe and are representative of how all fetal tissue orders are received, procured, and invoiced to customers. While these roll-up reports from StemExpress's accounting system provide additional granularity regarding fetal tissue orders and associated pricing and revenue, we are nonetheless gathering all of StemExpress's fetal tissue invoices to customers (correlated to the invoices listed in these roll-up reports) and expect to produce these materials by May 12, 2016.

In response to the continued confusion present in the Select Panel's April 20 hearing entitled "The Pricing of Fetal Tissue," StemExpress is also voluntarily producing today additional information regarding the costs and expenses associated with the collection, processing, preservation, quality control, transportation, and storage of fetal tissue. The roll-up accounting reports produced today include a detailed analysis of these estimated costs and expenses compared against charges to StemExpress's customers. Based on a review and internal audit of

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StemExpress Sixth Response to House Select Panel Subpoenas
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selected accounting records, StemExpress determined estimated costs across the following 15 line items associated with the processing, preservation, quality control, transportation, and storage of fetal tissue: (1) procurement manager labor costs; (2) packaging supplies labor costs; (3) shipping costs for supplies; (4) mileage for procurement technicians; (6) procurement supply costs; (7) procurement technician base labor costs; (8) procurement technician supplemental compensation; (9) reimbursement to clinics for costs and expenses; (10) infectious disease screening supply costs; (11) infectious disease screening laboratory charge; (12) shipping costs to lab for infectious disease screening; (13) procurement manager labor costs; (14) labor costs for receipt and intake of products at laboratory; and (15) labor costs for inventory and supply management. These estimates are conservative as we did not include any allocated direct or indirect overhead costs incurred by StemExpress to support the procurement of fetal tissue. These estimates are also based on the procurement model where StemExpress personnel were directly involved in the procurement process at individual clinics.

1. **Procurement Manager Labor Costs:** This line item includes time spent by StemExpress's Procurement Manager reviewing and responding to emails with individual research customers; data entry time to put orders into the system; adding purchase orders into the system; assign customer orders to certain clinics based on the specific request of order (*e.g.*, tissue requested for a specific gestational age may never be attainable at certain clinics due to cutoffs for termination procedures); determining which specific supplies will be necessary for the particular procurement and requested that those supplies be ordered or prepared for shipment to the assigned clinic; and additional email exchange with customer regarding status of order.

2. **Packaging Supplies Labor Costs:** This line item includes time spent by StemExpress support staff at the headquarters to confirm whether unique supplies required for each clinic (*e.g.*, blood tubes, media, packaging, and other customer-specific requirements) are available, and packaged and shipped to clinics on a weekly basis; requesting the ordering additional supplies from accounts payable; and monitoring expiration dates of supplies to ensure that supplies are refreshed periodically to avoid issues with expiration.

3. **Shipping Costs for Supplies:** This line item consists of the expense of shipping supplies from StemExpress' headquarters to individual clinics on at least a weekly basis, based on specific customer orders and volume of procurement activity.

4. **Mileage for Procurement Technicians:** This line item consists of average reimbursable mileage for Procurement Technicians that traveled to clinics in California to handle StemExpress' procurement function. In 2011-2012, StemExpress employed personnel located closer to clinics in/around Fresno, California and, therefore, had lower mileage

reimbursement for clinics in that region. From 2012-2015, StemExpress Procurement Technicians were predominantly based in the Sacramento metropolitan region and, accordingly, had much higher mileage reimbursement to travel to other parts of the state. It was not uncommon for StemExpress Procurement Technicians to travel 240 miles round-trip in a single day for procurement at certain clinics.

5. **Procurement Supply Costs:** This line item allocates costs for various supplies required for procurement of fetal tissue and associated blood draws. These supplies include: blood tubes; specialized shipping boxes with Styrofoam inserts to handle ice; box liners; gel ice packs; syringes and hubs; alcohol swabs; Band-Aids; Coflex wraps; shipping labels; specimen number labels; and other customer-specific supplies that are specified in certain orders.

6. **Procurement Technician Base Labor Costs:** This line item consists of the hourly rate that was paid to StemExpress Procurement Technicians for consenting patients, doing paperwork, and sometimes simply waiting for several hours a day because there was no guarantee that even if a patient consented to tissue donation whether there would be any tissue recovered for evaluation to determine viability for researchers. On average, StemExpress would procure no more than 3-4 viable tissues in any given day at a Planned Parenthood clinic. It was not uncommon for no tissues to be procured in a single day, in which case the Procurement Technician was only paid the base compensation.

7. **Procurement Technician Supplemental Compensation:** Because some clinics had significant amount of down time, the supplemental compensation structure allowed StemExpress to pay a higher rate to Procurement Technicians for time spent working harder. A lot of time was spent by Procurement Technicians on paperwork and packaging for each sample so this supplemental compensation was a way to compensate for this additional time based on a tangible item, which was measured by the number of samples procured.

8. **Reimbursement to Clinics for Costs and Expenses:** This line item reflects the direct reimbursement paid to Planned Parenthood or other clinics for their labor cost associated with supporting fetal tissue donation, use of space for consenting and evaluating tissue for procurement, and storage space to house StemExpress's procurement-related supplies. These reimbursement amounts varied from clinic to clinic based on different variables, including higher/lower cost of living in urban versus rural settings that impacted the cost of providing StemExpress with space to handle patient consents and tissue procurement. StemExpress personnel also had access to

Planned Parenthood printers and scanners and, in some clinics, Planned Parenthood staff assisted with patient blood draws. Planned Parenthood was reimbursed per product of conception ("POC"), *not per specimen/tissue as has been misrepresented.* If multiple tissue specimens were procured from one POC, Planned Parenthood was only reimbursed once for each individual tissue. It was also rare that more than one tissue type could be procured from a POC due to the process of the abortion.

9. **Infectious Disease Screening Supply Costs:** This line item is for direct expenses associated with infectious disease blood draws, including blood tubes, boxes, and labels.

10. **Infectious Disease Screening Laboratory Charge:** This line item is for direct expenses charged by independent laboratories or hospitals that perform infectious disease screening for StemExpress and generate a detailed de-identified report regarding infectious disease status of the donor. These reports would be faxed or mailed back to StemExpress staff, audited, uploaded into our software systems and forwarded on to the end researcher.

11. **Shipping Costs to Lab for Infectious Disease Screening:** This line item is for shipping costs directly to laboratory or to the StemExpress headquarters laboratory for consolidation with other blood draws and courier delivery to local laboratory for screening.

12. **Procurement Manager Labor Costs:** This line item reflects estimated labor costs associated with the post-procurement processing related to tissue procurement. This includes audit and review of paperwork and quality control to ensure that all paperwork was filled out correctly by Procurement Technicians. Where there are discrepancies in data entry, coordinating corrections with Procurement Technicians and communicating with customers to ensure that corrected paperwork is on file before the tissue is delivered. Delivery notifications and emails are generated as requested by clients. All paperwork would then be scanned and/or uploaded in StemExpress software systems.

13. **Labor Costs for Receipt and Intake of Products at Laboratory:** This line item covers labor costs for tissue and blood that arrives at the StemExpress headquarters laboratory, which is handled by administrative staff with medical training (*e.g.*, bloodborne pathogen training).

14. **Labor Costs for Inventory and Supply Management:** This line item represents the immeasurable supply management function handled by StemExpress personnel to ensure that supplies are in stock and available for future procurements. This line item

includes time from accounting personnel producing purchase orders, processing supply orders and coordinating with medical supply vendors. It also includes time inventorying supply orders, and stocking and restocking materials.

StemExpress applied estimated costs and expenses—as explained above—to the 2011 through 2015 accounting reports. We have also included "explanatory notes" to provide additional detail regarding complex or more time-consuming procurements that resulted in higher charges to customers. The resulting data are reflected in the enclosed spreadsheet but are also summarized briefly below.

Table 1: StemExpress Revenue and Financial Losses on Provision of Fetal Tissue (2011-2015)

	2011	2012	2013	2014	2015	TOTAL
Fetal Tissue Gross Revenue (Actual)	$ 103,690.00	$ 119,585.00	$ 80,810.00	$ 49,280.00	$ 25,675.00	$ 379,040.00
Fetal Tissue Costs/Expenses (Est.)	$ 171,560.50	$ 216,580.00	$ 148,005.00	$ 62,220.00	$ 32,940.00	$ 631,305.50
Loss Incurred Supporting Fetal Tissue Research (Est.)	$ (75,397.50)	$ (100,883.00)	$ (69,040.00)	$ (12,940.00)	$ (7,265.00)	$ (265,525.50)

This table is a high-level summary of the detailed data in the enclosed accounting reports. As you can see, StemExpress has consistently incurred a financial loss on fetal tissue totaling approximately $265,000 over the past five years. As depicted in the chart below, the volume of loss on fetal tissue transfers was higher in the earlier years of StemExpress's operations, but in 2014-2015, StemExpress's costs and expenses were more closely aligned with actual charges to customers. Correspondingly, in the earlier years (2011-2013), StemExpress's charges to customers were substantially exceeded by estimated costs and expenses.

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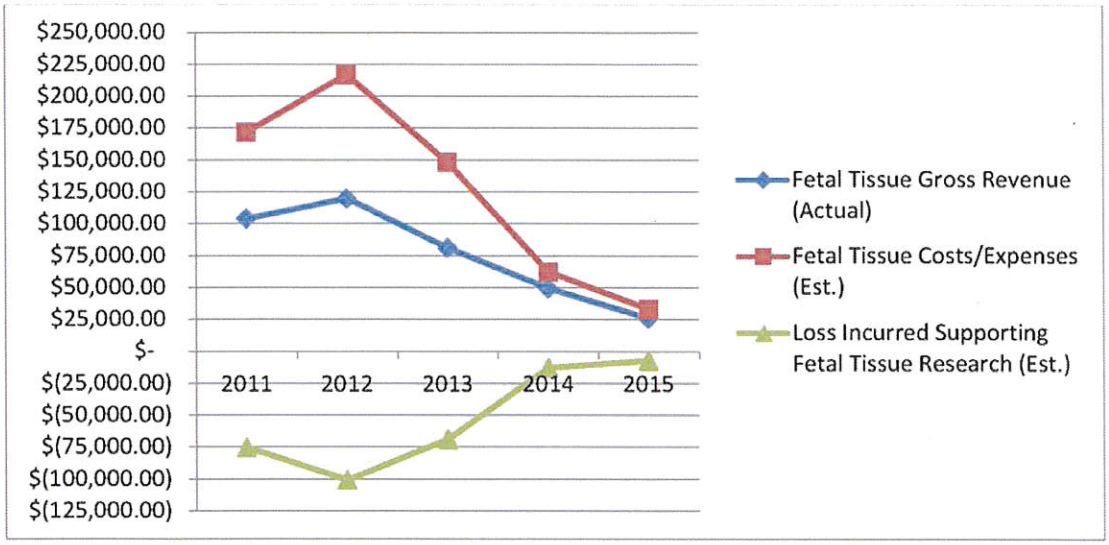
StemExpress Sixth Response to House Select Panel Subpoenas
Produced on May 10, 2016

Chart 1: StemExpress Estimated Cost and Expenses Related to Fetal Tissue Procurement (2011-2015)



As previously stated to the Select Panel, these roll-up reports are limited to StemExpress's provision of unaltered fetal tissue. StemExpress does not procure or produce cell lines, which are established in tissue culture, with cells growing in the first or later subculture from a primary culture. Rather, StemExpress employs highly educated, extensively trained laboratory staff—including several university-trained molecular biologists—to manufacture isolated cell products by (i) selecting a particular tissue type (*e.g.*, liver tissue); (ii) homogenizing the tissue; (iii) applying complex, proprietary cell isolation protocols; (iv) positively selecting particular stem cell types present in the homogenized tissue material; and then (v) creating a manufactured product consisting of more than just the isolated cells. All of these processes are performed directly in response to specific orders from individual researchers for StemExpress's manufactured cell products, which include CD34+ Stem/Progenitor Cells, CD35+ Erythroid Progenitor Cells, CD133+ Stem/Progenitor Cells, Mononuclear Cells, and Stromal Cells. StemExpress does not culture cells derived from fetal tissue to divide in culture to create cell lines.

Exhibit 5.17

THE PURITY, VIABILITY & QUALITY YOU NEED
We provide scientific researchers with primary cells, human blood, tissue and the clinical specimens they need to perform their research. We pride ourselves in being researcher oriented, and our goal is to build strong, responsive, and long-lasting relationships with the researchers we serve.
Donate your BLOOD... and Get $25
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Exhibit 5.18

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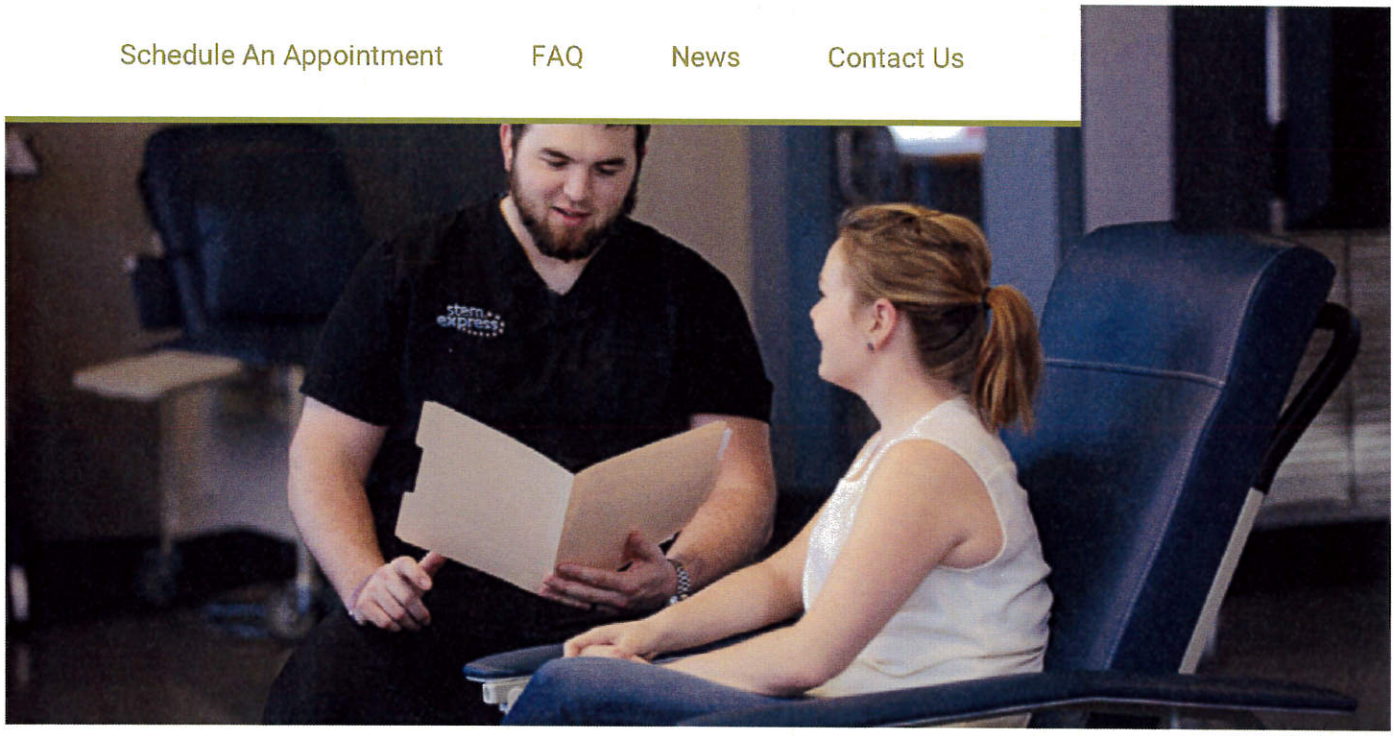

Get Involved

Make a direct impact on sustaining the quality of life of another by donating blood or bone marrow. StemExpress works with local hospitals in your area to collect tissue and blood samples for research. Donating to StemExpress costs you nothing. All donations are used for research purposes only. Leading medical scientists require live cells for research, testing and product development. By donating, you're helping to advance medical science and save

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lives. Learn more ...

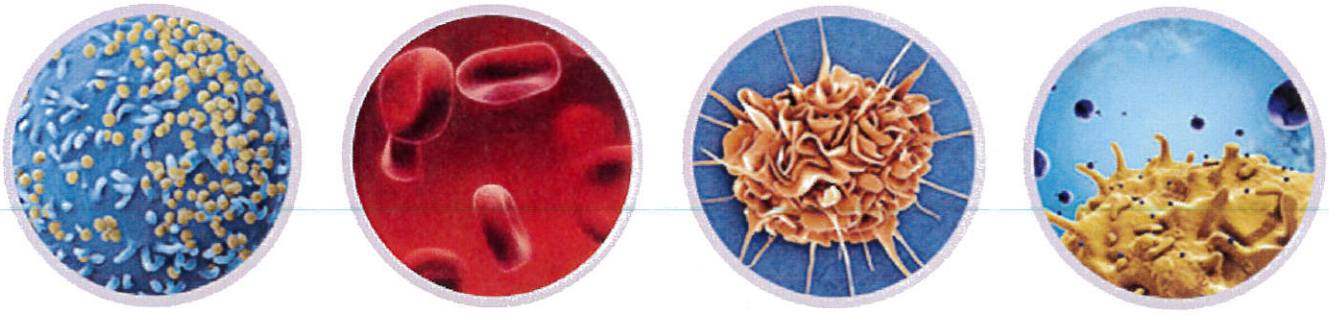
Schedule An Appointment

Our Story

The Donation Center doors opened in 2013 and continues to grow thanks to the support of our donors. StemExpress works closely with the community in an effort to find people, like you, willing to make a difference. All of the blood collected at the Donor Center is provided for life saving research. This research is vital in making improvements in treatments, procedures, and patient care. All of our donors receive a gift card for their donation ranging from $25-$250. StemExpress is grateful to have donors who are willing to support our research efforts and enjoys giving back to the community.

In 2014 StemExpress gave out over $140,000 in gift cards to donors in our community!

Donation Options And Compensation



Whole Blood | Maternal Blood | Leukopak/Apheresi | Bone Marrow

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Donation	Donation	s Donation	Donation
$25	$50	$100	$250

Testimonials From Current Donors

"StemExpress is fabulous. The building is clean, and the donation process is sterile and quick. The staff is knowledgeable and friendly. I stopped donating at a local blood donation center because the process at StemExpress is so much more enjoyable. And the doctor also makes marrow donation nearly painless."

Nicole D

"My experiences at StemExpress have been fantastic. From walking through the door, to donating, to leaving, the StemExpress staff provide a friendly, welcoming and cozy environment. The best thing about StemExpress is that the phlebotomists NEVER miss!"

Alex F

"I donate to StemExpress because it's for a good cause and extra money is always nice. I continue to donate because the staff is great and there is always a good atmosphere when I'm there. I hate needles but I've never had any problems with it hurting or having to be poked more than once to draw the blood."

Amber E

Read more››

stemexpress DONOR CENTER

Join us in making a difference by **Sustaining Quality of Life through Donation.**

ABOUT US

The Donation Center doors opened in 2013

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getinvolved@stemexpress.com

OUR PARTNERS

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and continues to grow thanks to the support of our donors. StemExpress works closely with the community in an effort to find people, like you, willing to make a difference. All of the blood collected at the ... Read More...

PHONE:
[redacted]

LOCATION:
Main Office and Laboratory:
[redacted]

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Exhibit 5.19

January 3, 2011

Protocol Number: 101-01

Protocol Date: January 24, 2011

Study Title: Tissue Procurement for Non-therapeutic Research

Sponsor: StemExpress, LLC.

Primary Investigator: Redacted
StemExpress, LLC
[redacted]
Redacted

Standard Operating Procedure

1. Purpose

This SOP covers Tissue Procurement for Non-therapeutic Research.

This protocol describes the set up, equipment and procedures for procuring cadaverous tissue to use in non-therapeutic research.

2. Scope

This applies to all procurements for non-therapeutic research.

3. Prerequisites

The day before surgery:
Check WebOffice for researcher requests;
Determine your location for the next day;
Call the clinic to verify how many surgeries are scheduled.

4. Responsibilities

It is the procurement technician's responsibility to bring the general and medical supplies listed in this SOP to each clinic. The clinic staff will identify donors. It is the procurement technician's responsibility to retrieve the tissue and package it appropriately for the given researcher. It is also the procurement technician's responsibility to update WebOffice so everyone is aware what tissue has been obtained and for whom.

5. Equipment

General supplies:
Current blank RPR (Researcher Procurement Record)
logs Pre-printed FedEx forms

General supplies:
Current blank RPR (Researcher Procurement Record) logs
Pre-printed FedEx forms

Medical supplies:
Scrubs
RPMI
Hepes Solution with antibiotic added
Petri dishes
Shipping boxes
Personal instruments to procure
Conical tubes
Mini urine specimen cups
Cold packs

6. *Procedure*

On the day of surgery, the following steps are taken to procure tissue from POC: Arrive at the clinic and change into scrubs.
Inform the consenting staff of which gestations to consent. Place chucks down.
Set up the light box, instruments, RPMI, Hepes, petri dishes and tubes or cups. Set up enough blood draw bags for the day.
Get out the sequential numbering labels.
Print a copy of the day's Procurement Schedule.
Follow along with the chart flow so you know what gestations to expect.
If required, initiate blood draw from clinic staff. We do NOT want a patient label on the blood tube. Give the clinic staff the blood bags and correct blood tubes for the given researcher. If these are blood samples to accompany the tissue sample, number them in order as soon as complete. See the SOP "Maternal Blood Samples for Infectious Disease Testing" for specific guidance on those blood samples.
Once a consenting donor has undergone surgery, procure the specimen(s) on the petri dish and light box.
With minimal manipulation after isolating the specimen(s), move the petri dish to the packaging room and carefully transfer the specimen(s) to the appropriate container (conical tube or mini urine specimen cup). Add the researchers media of choice and seal with parafilm.
Keep track of time, gestation, fetal foot size or sono report and date.
Package the specimens and blood tubing for shipment once all specimens have a number. Be sure to place them on ice or cold packs.
Note the specimen numbers on the RPR log. For delivery:
If the specimen is local courier, be sure to call the courier once you know you have obtained an appropriate specimen.
If the specimen is going by FedEx, be sure to know the local cut-off times for your closest FedEx office. Each FedEx location is listed under "contacts" in WebOffice. Always know which FedEx you will be dropping off at and consider traffic. Log on to www.fedex.com with your assigned log on and password. Print shipping label and affix to box.
All instruments must be sterilized once you are done for the day.
Clean the area(s) thoroughly and discard all unused POC in the appropriate receptacle. Gather your supplies to leave and change out of your scrubs.

7. *Cautions*

Health and Safety Warnings

All blood and tissue should be handled with standard Biohazard care. Gloves and other personal protective equipment should be worn at all times when handling blood or tissue. Meticulous care should be taken while using sharp dissecting instruments. Immediately report any injury to StemExpress.

Interferences

Care should be taken to preserve the longevity of the equipment. This includes dissecting tools, light boxes, packaging supplies and media. Gentle handling of specimens is essential to quality control. Do not move or manipulate the tissue any more than is absolutely necessary. Ensure proper printer functioning first thing in the day, and contact StemExpress immediately if there are printer problems.

If you have an excellent sample with no researcher listed on today's schedule, please contact [redacted] immediately, and they will work to call researchers who may be interested even though they are not currently scheduled.

8. *References*

Researcher Procurement Record
MSDS for RPMI
MSDS for Hepes
MSDS for Antibiotic
SOP "Blood Samples for Infectious Disease"
HIPAA
Biohazard
Presentation

I agree to conduct this clinical study in accordance with the design and specific provisions of this protocol; deviations from the protocol are acceptable only with a mutually agreed upon protocol amendment with the IRB approval. I also agree to report all information or data in accordance with the protocol, and in particular I agree to report serious adverse experiences as defined in this protocol.

Redacted

3/17/2011

Signature of Principal Investigator

Date

Redacted

Printed Name of Principal Investigator

Exhibit 5.20

From: [redacted]@stemexpress.com
Subject: Updated Task Assignment: Procurement Schedule Wednesday 3/20/13
Date: March 20, 2013 at 9:00 AM
To: [redacted]@stemexpress.com

The following task has been updated on the "StemExpress" web office site.

TASK NAME: Procurement Schedule Wednesday 3/20/13
ASSIGNED BY: [redacted]
PROJECT: Procurement Schedule
CATEGORY: Procurement Schedule
PRIORITY: 2-Normal
STATUS: 1-Not Started
ASSIGNED TO: [redacted]
VISIBLE TO: Everyone

DETAILS:
Liver & Thymus (same donor)/16-20wks/RPMI/Wet Ice/HIV,HBSAG,HCV,CMV/FedEx Priority Overnight/Mass General Hospital ([redacted])
1 SPEC=
IMPORTANT: Please document [redacted] in the reference section

Liver & Thymus (Same donor)/16-20wks/RPMI /Wet Ice/ HIV,HBsAG,HCV/FedEx Priority Overnight/UMASS [redacted]
1 SPEC=
IMPORTANT: Please document [redacted] n the reference section.

Liver/18-22wks/RPMI/Wet Ice/FedEx Priority Overnight/ UCLA (Rezek)
IMPORTANT: Please document [redacted] in the reference section.
2 SPEC=
This used to be researcher- UCLA: [redacted]

Liver, Thymus & Skin (Same donor)/16-20wks/RPMI /Wet Ice/ HIV,HBsAG,HCV/FedEx Priority Overnight/HARVARD [redacted]
1 SPEC=
IMPORTANT: Use FedEx account [redacted] Note: THE LIVER AND THYMUS SHIP TO MICHAEL BREHM AT UMASS AND THE SKIN SHIPS TO [redacted] AT HARVARD. SHIP ALL TISSUE UNDER HARVARD'S FEDEX NUMBER.
* [redacted] mcb.harvard.edu, [redacted]

PROCURE ON WEDNESDAY ONLY- Pancreas/14wks/HEPES with antibiotic/Gel Pack/HIV, HBSAG, HCV/FedEx Priority Overnight/UMASS [redacted])
2 SPEC=
IMPORTANT: Use gel packs that are NOT frozen but just chilled.
IMPORTANT: Please document [redacted] in the reference section.

Brain /16-18wks/Complete but can be in piecest/Use Client Supplied Media/Wet Ice/HIV,HBsAG,HCV/Use Clients FedEx Priority Overnight/Temple Univ ([redacted])

1 SPEC=
Note: Media contains anti-fungal/anti-mycotic and antibiotics
Researcher: [redacted]

Mid Brain/10+wks/RPMI/Wet Ice//HIV, HBSAG/FedEx Priority Overnight/University of Illinois at Chicago [redacted]
1 SPEC=
Researcher: [redacted]

Brain/14+wks (2cm in width)/Whole brain In-tact or one whole Hemis intact/Dry

[redacted] Ice on aluminum foil protocol/FedEx Priority Overnight/HIV,HCV,HbC,HBSAG,RPR/Yale [redacted])
IMPORTANT: Please document [redacted] in the reference section. Donor information required: Sex of fetus if identifiable,Age,Ethnicity,Past drug use if known.
3 SPEC=
Researcher: [redacted]

Same Day, Pick Up

PROCURE ON THURSDAY ONLY Fetal kidney (In-tact: Renal vein/artery, ureter, inferior vena cava(descending aorta); without Digoxin applied)/18-20 wks/RPMI/Wet Ice/Same day pick-up/ Ganogen, Inc. [redacted])
1 Spec=
Call [redacted]. Personal pick-up on site near clinic location to reduce ishemia time

PROCURE ON THURSDAY ONLY- Brain/17+ gestation/Both Hemis In-tact -or- call for approval of hemis, forebrain, hindbrain, brainstem(semi-intact(70%)approved)/RPMI/Wet Ice/Stanford [redacted]
1 SPEC=
Note: Please call [redacted] with a best guess delivery time window (Ex: eta- 11am to 1pm) [redacted]

Brain 8+wks/Inact Calvarium -or- <7wks/Whole Embryo/RPMI(1-2hrs;ASAP)/Wet Ice+barrier/The Rockefeller University [redacted])
1 Spec=
Ships to StemExpress Lab for procedure
IMPORTANT: Please document [redacted] in the reference section.

Same Day, Local Delivery

[redacted]

Exhibit 5.21

stem express

Consenting Patients

It's important to connect with the patient, be compassionate as well as offering them an opportunity to make a difference in our future.

Blood and Tissue

I work with a company that assists researchers in finding cures for many debilitating diseases like cancer, diabetes and many other. The law in the state of California requires that the tissue from your procedure be incinerated. Would you be willing to give your consent to donate blood and the tissue from your procedure to research? Participation is completely anonymous.

Blood Only

I work with a company that assists researchers in finding cures for many debilitating diseases like cancer, diabetes and many other. Would you be willing to give your consent to donate a blood sample to research? Participation is completely anonymous.

[redacted]
[redacted] www.stemexpress.com

Exhibit 5.22

(affiliate name, address, and telephone number)

Client Information for Informed Consent

DONATION OF BLOOD AND/OR ABORTED PREGNANCY TISSUE FOR MEDICAL RESEARCH, EDUCATION, OR TREATMENT

Research using the blood from pregnant women and tissue that has been aborted has been used to treat and find a cure for such diseases as diabetes, Parkinson's disease, Alzheimer's disease, cancer, and AIDS.

You can donate your blood and/or pregnancy tissue after an abortion. Before you give your consent, **read each of the following statements and initial the line to the right.** We will be happy to answer any questions you have.

Before I was shown this consent, I had already decided to have an abortion and signed a consent form for it. _____

I agree to give my blood and/or the tissue from the abortion as a gift to be used for education, research, or treatment. _____

I understand I have no control over who will get the donated blood and/or tissue or what it will be used for. _____

I have not been told the name of any person who might get my donation. _____

I understand there will be no changes to how or when my abortion is done in order to get my blood or the tissue. _____

I understand I will not be paid. _____

I understand that I don't have to give my blood or pregnancy tissue, and this will not affect my current or future care at _____(affiliate name)_____ _____

Signature:_____ Date:_____

Witness:_____ Date:_____

Confidential Proprietary Business Information
Produced Pursuant to House Confidentiality Rules

PPGC-HOU_E&C-000006

Exhibit 5.23

BioMed·IRB

IRB Meeting Date: February 3, 2015 **Expiration Date:** February 5, 2016

BIOMED IRB CONTINUAL APPROVAL NOTIFICATION

Study Title: Tissue Procurement for Non-therapeutic Research

Sponsor: Stem Express, LLC

Protocol Number: 101-01

Protocol Dates: January 24, 2011
Amendment # 1 dated January 24, 2011

Principal Investigator: [redacted]

Approved Facilities:

BioMed IRB has approved the above referenced study as having satisfied the criteria for continuing research at the February 3, 2015 meeting. This approval is effective from February 5, 2015.

The IRB committee has determined that the risk assessment for this study is Minimal. The IRB has determined that continuing review of this study will occur annually.

Approximately thirty days before February 5, 2016, you will be required to complete a Continuing Review Report Form. Continual review is the responsibility of the Principal Investigator. If you do not receive this form, please contact the IRB office immediately. The Continual Review Report Form must be received by the due date to allow ample time for ongoing review before the study's expiration date.

IRB approval is granted conditional on your adherence to the following requirements:

- The information submitted to the IRB is true and correct.
- Research will be conducted in accordance with the approved protocol.
- All materials used to recruit study subjects must be pre-approved by the IRB.
- Additional safeguards will be followed when vulnerable subjects, such as children or minors, are participants in the study.

The investigator agrees to report the following information to the IRB:

- Serious Adverse Events occurring at your site should be reported within ten (10) calendar days from the date of discovery by the investigator.
- Serious Adverse Events (IND Safety Reports) occurring at other sites should be reported no later

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than thirty (30) days from the date of discovery.

- Any changes in the research activity (i.e. changes in study staff, facility etc.) should be reported promptly. In addition, the investigator will not make any changes in the research without the IRB's approval, except when necessary to eliminate apparent immediate hazards to study subjects.
- Any other unanticipated problems involving risks to study subjects.

BioMed IRB is comprised of a diverse group of individuals in accordance with the Federal Regulations and the International Conference on Harmonization, Global Harmonization or other appropriate guidance for Good Clinical Practice. BioMed IRB follows written procedures for performing review, documenting meeting minutes, disclosure of member conflict of interest prior to deliberation or voting, as well as the retention of all records containing research materials as required by the Code of Federal Regulations (21CFR parts 50 and 56; and 45 CFR part 46).

On behalf of the BioMed IRB, I certify that the information contained in this letter is true and correct as verified by the minutes and records of the BioMed IRB.

Please keep a copy of the continual review material, as well as a copy of this letter, in your files for future reference. Should you have questions or concerns, please do not hesitate to contact this office.

Sincerely,

[redacted]

Authorized Signature

Chairman Emeritus
Title

[redacted]

Printed Name

February 3, 2015
Date

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Exhibit 5.24

StemExpress Procurement Kit 1 Overview:

Tissue procured in the clinics must be packaged and sent to the StemExpress laboratory for processing. StemExpress Procurement Kit 1 is for the procurement of liver tissue and a required blood sample. The kits used for this procedure will be sent to the clinics prior to tissue procurement.

- **Use this work instruction as:**
  - A guide for packaging tissue and blood for the StemExpress Procurement Kit 1
  - A guide for filling out paperwork for the samples in the StemExpress Procurement Kit 1

Receiving the StemExpress Procurement Kit 1

There are parts of the kit that must remain between 34 and 44 degrees Fahrenheit (1°C - 7°C). These items include the 50ml conical tube with RPMI and the gel packs. Once the clinic receives the kit(s), refrigerate the entire kit or the conical tube and gel packs immediately.

Conical tube with media and gel packs must be kept between 34°F and 44°F:

The StemExpress Procurement Kit 1 will have the following items:

- Cardboard box
- Styrofoam box
- IRB approved patient consent form
- Sample procurement form
- Plastic bag liner
- Gel packs
- 50ml conical tube with 40ml of RPMI 1640 media
- Two 10ml EDTA blood collection tubes
- One 5ml Z serum sep. clot activator blood collection tube
- Two biohazard bags
- Venipuncture kit (needle and hub or leur-lok depending on clinic need)
- Parafilm
- Two biohazard stickers
- FedEx shipping label

Procuring and Packaging Samples Using the StemExpress Procurement Kit

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Consenting the Patient

All patients who donate tissue and blood must sign the IRB approved StemExpress Informed to Participate in a Clinical Research Study.

The consent allows the donation of the fetal tissue and blood for research. It clarifies that the patient decided to have an abortion *before* the consent was offered and that all patient identifying information will not be connected to the donation. The patient can change their mind and choose not to donate while in the clinic but once they leave the clinic the donation cannot be cancelled because the donation is anonymous. There would not be any way to link the sample to the patient. Clinic staff is expected to understand all aspects of the consenting process before asking the patient to consent.

The patient must initial in the bottom right hand corner of each page of the consent. Page 3 must be signed and dated by the patient as well as the trained staff member that is consenting. The areas to be initialed or signed have been highlighted on Page 3 of this work instruction. Page 4 of the consent is to be completed only if the patient is a resident of California.

The completed consent, signed by the patient and the clinic staff, is kept at the clinic for their records. StemExpress will not receive or store any documents that identify the patient.

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INFORMED CONSENT TO PARTICIPATE IN A CLINICAL RESEARCH STUDY

Study Title: Tissue Procurement for Non-therapeutic Research

Sponsor: Stem Express, LLC

Protocol Number: 101-01

Protocol Date: January 24, 2011

Principal Investigator: [redacted]

24-Hour Phone Number: 877-900-7836

Client Information for Informed Consent

DONATION OF ABORTED PREGNANCY TISSUE FOR MEDICAL RESEARCH, EDUCATION, OR TREATMENT

Research using donated tissue and blood is currently underway to uncover the causes of and ultimately find cures for things like: Heart Disease, Diabetes, Parkinson's Disease, Sickle Cell Anemia, Leukemia, Lymphoma, Cancer, Spinal Cord Disease, and many more. Tissue can be obtained as a result of donation of pregnancy tissue after an abortion. Before you give your consent to donate pregnancy tissue and/or a blood sample, read each of the following statements. If there is any statement you do not understand, or if you have any questions, someone will discuss them with you. Your participation is entirely voluntary.

Before this consent was ever offered to me, I had previously decided to have an abortion and signed an informed consent document.

I agree to donate the tissue from the abortion and/or miscarriage, and a blood sample if needed, as a bodily gift to be used for the advancement of medical science. I also agree that a sample of my blood may be taken after the abortion and that it may be used for research and routine testing for AIDS, hepatitis, or other infectious agents. I understand that, if there is testing, the results will be confidential unless the law requires that they be disclosed. The benefits of consenting to donation today include furthering medical research in finding cures for diseases like diabetes, leukemia, lymphoma, Parkinson's disease and more. The risks to this donation are minimal in that your abortion procedure will not change in any way; your health information will be protected at all times; and most blood donors have only minor discomfort from the needlestick, although some people may have a light-headed feeling, an upset stomach, bruising, or pain where the needle stick was. The alternative to this donation is to refuse consent.

I understand the donation is made without any restriction regarding who might receive the donated tissue or for what research purpose it might be used. I have not been informed of the identity of any individual who will receive the tissue that I am donating, and I understand that cells derived from the donation may be stored for years.

If you choose to participate, you will have your blood drawn by a trained phlebotomist or nurse. The amount is small, usually 10-60ml which is about 1-3 tablespoons. You will have no responsibilities once you leave the clinic.

In accordance with federal laws (HIPAA), your personal identifying information will be protected and not connected with your donation once the procedure is completed. Your health information related to this study, may be used or disclosed in connection with this research study, including, but not limited to, your age, ethnicity, medical history, and number of previous pregnancies or abortions. All of this information will NOT be connected to your name or any other personal identifier.

CONSENT

You have the right to withdraw your donation at any time while in the clinic. Since your donation is completely ANONYMOUS, you cannot withdraw your donation once you leave the clinic as it will no longer be possible to know which donation was yours.

I understand there will be no payment to me for the donated tissue or for any product, process or service that may result from this donation.

I understand the method, timing or procedure of abortion cannot and will not be substantively altered for the purpose of obtaining the tissue. I understand that I may refuse to donate pregnancy tissue, and this will not affect my current medical care or my ability to get any future medical services at this clinic.

I understand that, if I have any questions about my donation, I can contact StemExpress at 877-900-7836.

By signing below, I agree to donate tissue and/or blood as described above.

Signature: _____ Date: _____

Witness: _____ Date: _____

FOR CALIFORNIA RESIDENTS ONLY
EXPERIMENTAL SUBJECT'S BILL OF RIGHTS

Any person who is requested to consent to participate as a subject in a research study involving a medical experiment, or who is requested to consent on behalf of another, has the right to:

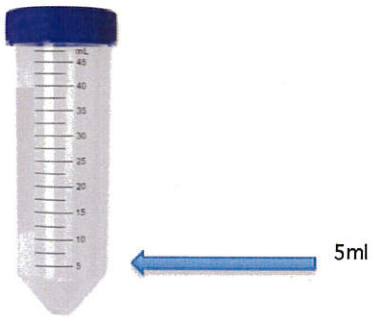
1. Be informed of the nature and purpose of the experiment.
2. Be given an explanation of the procedures to be followed in the medical experiment, and any drug or device to be used.
3. Be given a description of any attendant discomforts and risks reasonably to be expected from the experiment.
4. Be given an explanation of any benefits to the subject reasonably to be expected from the experiment, if applicable.
5. Be given a disclosure of any appropriate alternative procedures, drugs, or devices that might be advantageous to the subject, and their relative risks and benefits.
6. Be informed of the avenues of medical treatment, if any, available to the subject after the experiment if complications should arise.
7. Be given an opportunity to ask any questions concerning the experiment or other procedures involved.
8. Be instructed that consent to participate in the medical experiment may be withdrawn at any time, and the subject may discontinue participation in the medical experiment without prejudice.
9. Be given a copy of a signed and dated written consent form when one is required.
10. Be given the opportunity to decide to consent or not to consent to a medical experiment without the intervention of any element of force, fraud, deceit, duress, coercion, or undue influence on the subject's decision.

Printed Name of Subject	Signature of Subject	Date
Printed Name of Witness	Signature of Witness	Date

Packaging Tissue

After the liver is identified and separated from other tissue, place it in the 50ml conical tube provided in the kit.

- Separate the liver from the other fetal tissue. It can be in pieces or damaged but the combined volume must equal more than 5ml. The 5ml mark is clearly identifiable and visible on the conical tube.



- Remove and dispose of the parafilm from around the opening of the 50ml conical tube with the RPMI media.
- Place the liver tissue into the conical tube with the RPMI media and screw the top on tightly.
- Wrap the conical tube with parafilm to prevent any leakage.
  - Remove the paper backing from the parafilm.
  - Hold the parafilm down against the lid and with the other hand stretch the parafilm.
  - Stretch the parafilm around the lid of the conical tube in a clockwise direction.
  - Push the end of the parafilm into the conical tube to create a seal.
- Place the conical tube into a biohazard bag and seal the bag.

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Maternal Blood Collection

There are 3 tubes in the StemExpress Procurement Kit 1: two 10ml EDTA and one 5ml Z serum sep. clot activator blood collection tube. All 3 tubes must be filled with maternal blood.

After the liver has been procured, use the items in the venipuncture collection kit, which will be either a leur-lok to collect from an existing IV or a needle and hub to collect the blood sample.

- Follow the clinic protocol for sterile blood collection.
- Fill the red 5ml Z serum sep. clot activator blood collection tube first and follow with the two 10ml EDTA tubes
- Once the blood is procured, all 3 tubes can go into the second biohazard bag.
- Seal the biohazard bag.

  - If a failed blood draw occurs, StemExpress can accept the liver tissue with a minimum of 2ml of maternal blood collected into the 5ml Z serum sep. clot activator blood collection tube. If the clinic is unable to procure any maternal blood for the tissue sample, StemExpress is unable to accept the tissue.

Filling out the Procurement Form

The sections of the Procurement Form that need to be filled out by the clinic are highlighted. The clinic is responsible for providing the following information:

- Date- date of procurement
- Time- time of procurement in military time
- Gest- gestation in weeks and days. For example: *18.3wks*
- Sex- sex of the fetus. *F* for female, *M* for male or *Unk* for unknown
- Donor age- age of the patient who consented to donate tissue and blood
- Height- in feet and inches. For example *5'3"*
- Weight- in pounds. For example *145 lbs*
- Ethnicity- ethnicity of the patient
- Smoker?- answer *yes* or *no*

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stem express

Researcher Procurement Form

DATE 5/1/15

Delivery Instructions: ○ Billed/Recipient ○ Billed/StemExpress

Ship To:

Name	StemExpress	Email:	laboratory@stemexpress.com
C/O		Email 2:	
Address	[redacted]	Email 3:	
Address 2		Phone #	[redacted]
City		Cell Phone	
Country		Alt. Phone #	

FedEx Account 1231-6486-5 Tracking #

Ref# Local Delivery: ○ AM ○ PM Deliver By

Procurement Tech Additional Techs Location CFP-70

ID#	TIME	PATIENT#	SPEC#	GEST	SPECIMEN	SEX	COMMENTS
	14:00		6306	18.3wks	Liver	M	Donor age: 23 Height: 5'3" Weight: 145lbs Ethnicity: Hispanic Smoker? No
	14:15		31187B		Maternal Blood	F	2EDTA, 1 Z Serum Sep

[redacted]

Assembling the kit for shipment

The items of the kit should be reassembled in the same placement as they were when the kit was received.

- Place the specimens inside of the plastic bag liner
  - One sealed biohazard bag with the 50ml conical tube (containing RPMI and the liver specimen)
  - One sealed biohazard bag with 3 tubes of maternal blood (two 10ml EDTA and one 5ml Z serum sep. clot activator blood collection tube)
  - 2 chilled gel packs
- Seal the plastic bag liner by tying it in a knot
- Place the tied plastic bag inside of the Styrofoam box
- Place the Styrofoam lid on the Styrofoam box
- Adhere a biohazard sticker on opposite sides of the Styrofoam box so they seal the top of the box to the bottom.
- Place Styrofoam box inside the cardboard box
- Place completed Procurement Form on top of the Styrofoam box
- Tape the cardboard box shut
- Adhere the FedEx shipping label to the top of the cardboard box

Once the package is ready for shipment call FedEx (1 800 GoFedEx or 1 800 463 3339) to schedule a pick up or drop the package off at the nearest FedEx location by 16:30 on the day of procurement.

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Exhibit 5.25

PACKAGING BLOOD AND TISSUE SAMPLES

APPROVALS

All approvals are maintained and controlled in the [redacted] system.

Please refer to the [redacted] e system for the current controlled revision and approval records.

REVISION HISTORY

AUTHOR	*REVISED SECTION/PARAGRAPH*	*REV*	*RELEASED*
[redacted]	**Initial Release**		01/16/2014

Draft and Archived/Obsolete revisions are not to be used.
Access [redacted] e system to verify revision.

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1. PURPOSE

All shipments need to be packaged according to StemExpress standards. This SOP will provide a guideline to packaging samples for local delivery or FedEx shipments.

2. SCOPE

This document is a step-by-step procedure for packaging samples.

3. DEFINITIONS

- RPR- Researcher Procurement Record.
- SOP- Standard Operating Procedure.

4. RESPONSIBILITIES

- Training Officer – Shall ensure that all personnel are properly trained and oriented to the SOP by providing initial instruction, reviewing the material, and any further instruction or correction at a later time. Shall also maintain training log for the SOP.
- Procurement Technician – Shall follow the SOP to properly perform all aspects of tissue and/or blood procurement.
- Regional Procurement Manager – Shall ensure that the above personnel are correctly performing their job duties.

5. POLICY

5.1 Overview

After the procurement of tissue or blood, the sample needs to be packaged for delivery. The steps below cover how to package a sample after it is properly labeled.

5.2 Details

5.2.1 Packaging Samples

5.2.1.1 StemExpress uses two boxes: F80 and F55. F80 is the large Styrofoam box and RSC80 is the corresponding large cardboard box. F55 is the small Styrofoam that goes with RSC55 is the corresponding small cardboard box.

5.2.1.2 Choose the box size based on the size and quantity of samples. Ideally, the samples will fit snug within the box so there is little to no movement during the shipping process. Too much movement can cause damage to the specimen.

5.2.1.3 First, place 2 box liners (small plastic bags) inside of the Styrofoam box.

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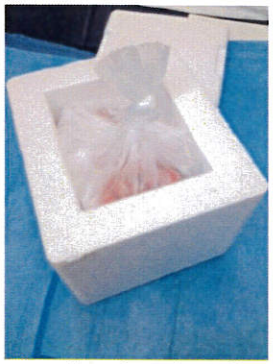
5.2.1.4 The samples can then be added to the box. Bubble wrap should be placed around any samples that are breakable. If the samples require ice, cold packs, or dry ice, the information would be listed under the *shipping temp* section on the Daily Task Page. Please refer to *Navigating the Daily Task Page Standard Operating Procedure* for more information on this. If ice, cold packs, or dry ice are required, they should be placed inside of the box liners with the samples.

5.2.1.5 The box liners should be tied.



5.2.1.6 The top of the Styrofoam box can then be placed on the bottom portion of the box with the samples, and two biohazard stickers adhered to the box to secure it shut (one on each side).

5.2.1.7 Tape the cardboard box together and place the Styrofoam box inside of it.

5.2.1.8 The RPR should be folded into 4 and placed into a Ziploc bag. The Ziploc bag with the RPR inside is placed on top of the Styrofoam box. The cardboard box is then sealed with StemExpress tape.

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5.2.1.9 The FedEx label goes in the FedEx pouch that is adhered to the top of the cardboard box. Instructions on how to print the FedEx label can be found in the *FedEx Shipments Standard Operating Procedure.*

5.2.1.10 The package is ready to be shipped and can be taken to a FedEx center.

5.2.1.11 For local deliveries, the FedEx label does not need to be created. The RPR will be folded in half (so that no patient information is visible) and placed in a shipping pouch on the top of the package. The sample is then ready for courier pick up.

6. APPLICABLE REFERENCES

- FedEx Shipments Standard Operating Procedure
- Navigating the Daily Task Page Standard Operating Procedure

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Exhibit 5.26

StemExpress First Response to House Select Panel's March 29, 2016 Subpoenas

3/29/16 StemExpress Subpoena Specification No.	Description
1	**All communications and documents referring or relating to Institutional Review Board (IRB), as defined by Title 45 of the Code of Federal Regulations, Part 46, consents for the period of March 29, 2012 through January 26, 2013.**

Please see enclosed production for documents responsive to this subpoena specification pertaining to fetal tissue donation. StemExpress is in the process of identifying additional communications and documents that may be responsive to this subpoena specification and will produce these materials on a rolling basis.

3/29/16 StemExpress Subpoena Specification No.	Description
2	**All communications and documents referring or relating to Biomedical Research Institute of America, BioMed IRB, or BioMed Institutional Review Board.**

Please see enclosed production for documents responsive to this subpoena specification pertaining to fetal tissue donation. StemExpress is in the process of identifying additional communications and documents that may be responsive to this subpoena specification and will produce these materials on a rolling basis.

CONFIDENTIAL

StemExpress First Response to House Select Panel's March 29, 2016 Subpoenas

3/29/16 Individual Subpoena Specification No.	Description
1	**Documents sufficient to show the name(s) of all persons who serve as StemExpress's Director of Finance, Finance Manager, Accountant Manager, or equivalent position(s). You may provide a list identifying such individuals and their corresponding positions in lieu of producing documents.**

Consistent with ongoing discussions with the Select Panel Majority Staff—and as articulated in our counsel's February 19, 2016 correspondence regarding the pertinence of having the names of individual employees—StemExpress remains gravely concerned about the safety and security risks associated with identifying additional personnel.

With that context, StemExpress's financial review/auditing function is handled by [redacted], a licensed CPA with the Scinto Group, LLP. To the extent that the Select Panel wishes to contact [redacted] we will provide his contact information. We are also aware that the Select Panel has subpoenaed [redacted] for a deposition. As you know, [redacted] served in an accounting role while she worked with StemExpress from 2010 to 2013, and would be in a position to provide information regarding her work with the company.

StemExpress First Response to House Select Panel's March 29, 2016 Subpoenas

3/29/16 Individual Subpoena Specification No.	Description
2	**All communications and documents sufficient to show accounts payable and accounts receivable concerning in any way the sale, storage, purchase, or transport of fetal tissue received by or sent by StemExpress's Director of Finance, Finance Manager, Accountant Manager, or equivalent position(s).**

Please see the enclosed production for "roll-up" reports of StemExpress's 2011 through 2013 fetal tissue sales, organized by customer, which complement the 2014 and 2015 reports that were previously produced in response to the Feb. 12, 2016 subpoena issued to StemExpress. These roll-up reports reflect all relevant information regarding accounts payable and accounts receivable related to the sale of fetal tissue.

Consistent with our agreement with the Select Panel Majority Staff, these reports were generated in lieu of producing additional email correspondence, purchase orders, invoices, and other documentation related to fetal tissue transactions in response to Spec. Nos. 6, 9, and 11 in the Feb. 12, 2016 subpoena. A substantial production of these various materials were previously produced for the January through April 2015 timeframe and are representative of how all fetal tissue orders are received, procured, and invoiced to customers.

Exhibit 5.27

Redacted

PURCHASE ORDER

Winter Closure Warning: Redacted will be closed for Winter Break from Monday, December 22, 2014 through January 4, 2015. Redacted Redacted will reopen on Monday, January 5, 2015. No staff will be here to receive deliveries during this closure unless they have made special arrangements with you to be here to receive this shipment. If you cannot deliver by Friday, December 19, 2014 please schedule your shipment to arrive as soon as possible on or after, Monday January 5, 2015.

DATE	PURCHASE ORDER NO.
16-DEC-2014	60858758
PAGE NO.	REVISION NO.
Page 1 of 1	0

To: STEMEXPRESS LLC

[redacted]

Ship To:

Redacted

ORDER PLACED WITH	FOB	FREIGHT	VENDOR: If freight not included in price, prepay and add	DELIVERY DATE	TERMS
	Destination			17-DEC-2014	N30

ITEM NUMBER	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
1	FT0101F Human Fetal Tissue (Estimate 5251) - Gestation requirements: 17-18 weeks - - upper and lower limbs with hands and feet	1	EACH	890.00	890.00
2	FT0101F Human Fetal Tissue (Estimate 5251) - Calvarium - Matched to upper and lower limbs	1	EACH	595.00	595.00

TAXABILITY

Exempt because items are for resale. California Sellers Permit: Redacted ☐

Exempt as purchase on behalf of U.S. Government ☐

Exempt because use is exempted. ☐

Authorized Signature: Redacted

Chief Procurement Officer

Direct questions to: Redacted

ESTIMATED TAX: 129.95

TOTAL: 1,614.95

Unless specifically stated otherwise, Redacted is subject to Sales Tax. Suppliers should invoice for taxable items. If a Supplier does not have the authority to collect California Sales Tax, Redacted will accrue the tax and remit to the State Board of Equalization in the form of Use Tax.

California Revenue and Taxation Code, Section 18662, require withholding for payments made to nonresidents of California for income earned in California related to independent contractor services, rent, and royalty distributions. For more information on this requirement reference https://www.ftb.ca.gov/forms/2012/12_1017.pdf.

This Purchase Contract may be accepted only on the terms set forth herein. The complete Terms and Conditions can be found at: Link. Terms in any acceptance by Seller which are in addition hereto or not identical with the terms hereof will not become a part of any Purchase Contract unless Buyer specifically and expressly agrees in writing that such other terms are accepted. By accepting this Purchase Contract or any part hereon, Seller agrees to and accepts all the provisions of the Purchase Contract.

INSTRUCTIONS

Applicable unless otherwise stated

A. **Invoices** - Separate invoices for each purchase order. Show purchase order number on all documents. Mail invoices to Accounts Payable at:

Redacted

If this order involves services and you have not advised Redacted of your tax status, please contact the Financial Support Center at Redacted Failure to provide tax information may result in delayed payment. For more information, email Redacted

B. **Correspondence** - Redacted Redacted

C. **Transportation** - If freight is not included in price, prepay and state separately on invoice. **Do not ship collect.** Include a packing list with each shipment, and attach to outside (not inside) of container. Show purchase order number on outside of each container

D. **Late Shipment** - Advise at once if order will not reach destination on time.

E. **Terms and Conditions** - Link.

stem express

Researcher Procurement Form
Date: 1-22-2015
Location: Redacted
Purchase Order: PO#60858758

Delivery Instructions | Billed/Recipient | FedEx #

Name
Customer
Address
Address 2
Address 3
City
Zip

Redacted

State Redacted
Country USA

Email
Email 2
Email 3
Phone Redacted
Phone 2
Mobile

Lot No.	Time	Spec #	Specimen Type	Tech ID	Sex	Additional Info
001012220151631	1:00 PM	8422	Fetal Limbs	31	Unknown	POC: 3 Gestation: 18wks Age: 22 Ethnicity: Caucasian Fetus Sex: unknown Comments: In Rpmi via local courier
002012220151631	1:00 PM	8423	Fetal Calvarium	31	Unknown	POC: 03 Gestation: 18wks Age: 22 Ethnicity: Caucasian Fetus Sex: unknown Comments: In Rpmi via local courier

[redacted] Redacted
Redacted • www.stemexpress.com

Redacted

stem express

SUSTAINING QUALITY OF LIFE THROUGH RESEARCH

StemExpress LLC
[redacted]
Redacted
http://www.stemexpress.com

Invoice

Date	Invoice #
01/22/2015	5601
Terms	**Due Date**
Net 30	03/10/2015

Bill To

Redacted

Ship To

Redacted

PAID

Please detach top portion and return with your payment.

Balance Due	Enclosed
$0.00	

Ship Date	Ship Via	Researcher	P.O. No.	Shipping
01/22/2015	Courier	Redacted	60858758	StemEx Courier

Date	Activity		Quantity	Rate	Amount
01/22/2015	Item #FT0101F: Human Fetal Tissue - 18wk Limbs	POC #03	1	890.00	890.00
01/22/2015	Item #FT0101F: Human Fetal Tissue - 18wk Calvarium	POC #03	1	595.00	595.00
01/22/2015	Item #PKG0100: Packaging		1	15.00	15.00
01/22/2015	Item #SD00103: Local Delivery Flat Rate - 101 to 150 miles		1	225.00	225.00

Thank you for your business. If you have any questions, please contact Accounts Receivable at Redacted
Please note: Invoices not paid within the designated terms are subject to a late fee equal to 10% of the balance and a 1.5% per month (18% annum) interest fee, compounded monthly.

Total	$1,725.00
Payment	$1,725.00
Balance Due	**$0.00**

Subject: FYI: Redacted Purchase Order 60858758, 0
Date: Tuesday, December 16, 2014 7:15:12 AM Pacific Standard Time
From:
To: Redacted
CC:

From Redacted
To
Sent 16-DEC-14 07:14:12
ID Redacted

Winter Closure Warning

Redacted will be closed for Winter Break from Monday, December 22, 2014 through January 4, 2015. Redacted will reopen on Monday, January 5, 2015. No staff will be here to receive deliveries during this closure unless they have made special arrangements with you to be here to receive this shipment. If you cannot deliver by Friday, December 19, 2014 please schedule your shipment to arrive as soon as possible on or after, Monday January 5, 2015.

This email represents Redacted official release of Purchase Order 60858758

ACTION REQUIRED:

1. Please click on the link(s) below to acknowledge receipt of this purchase order and any related information/attachments.

Redacted

2. Please process this order per Purchase Order 60858758 specifications and any related instructions.

If you cannot open documents by clicking on the above link(s), please check the following in order:
- Make sure that any pop-up blockers are disabled and review Adobe Reader browser settings.
- Review client browser proxy setting to allow access to Redacted
- If you still encounter issues, please contact the Financial Support Center at Redacted or at Redacted

For questions about this order, contact Redacted

CONFIDENTIAL / PROPRIETARY BUSINESS RECORDS

Subject: Re: PO# 60858758
Date: Thursday, February 5, 2015 at 1:58:50 PM Pacific Standard Time
From:
To: Redacted
CC:

Hi Redacted

I procured a 17.5 limbs and calvarium for you. The limbs are intact, the calvarium is somewhat crushed but looks to be all there. Please confirm if you would like one or both as soon as possible, as I will be contacting my courier shortly.

Thank you,

Redacted

From: Redacted
Sent: Monday, February 02, 2015 4:18 PM
To:
Cc: Redacted
Subject: Re: PO# 60858758

Hi Redacted

I would be happy to put you on the schedule for this week. Please send over a new PO if you have not already.

Thank you,

Redacted

From: Redacted
Sent: Monday, February 02, 2015 11:14 AM
To: Redacted
Subject: Re: PO# 60858758

Hi Redacted

The sample we received the other week was perfect thanks for all your help with procurement. We are ready for the next one. Can you please put us on the list for Tues Wed and Thurs of this week for the same order.

Thanks again,

Redacted

----- Original Message -----
From: Redacted
To: Redacted
Sent: Thursday, January 22, 2015 1:57:00 PM

CONFIDENTIAL / PROPRIETARY BUSINESS RECORDS

Subject: RE: PO# 60858758

Redacted

Limbs and Calvarium will be there between 3:30 and 4:00.

Thank you,

Redacted

From: Redacted
Sent: Thursday, January 22, 2015 1:07 PM
To: Redacted
Subject: Re: PO# 60858758

Redacted

That sounds great we would like both of them.

Please send them our way,

Thanks again,

Redacted

----- Original Message -----
From: Redacted
To:
Cc: Redacted
Sent: Thursday, January 22, 2015 1:02:32 PM
Subject: RE: PO# 60858758

Redacted

The Calvarium is mostly intact, with a tear up the back suture line, but all pieces look to be there.

The limbs, one upper and one lower are totally intact, with one upper broken at the humerus, and one lower broken right above the knee. Please let me know if these are acceptable. I have set them aside and will await your reply.

Thank you,
Redacted

From: Redacted
Sent: Thursday, January 22, 2015 12:33 PM
To: Redacted
Subject: Re: PO# 60858758

Great thank you so much.

----- Original Message -----
From: Redacted
To: Redacted
Cc: Redacted

CONFIDENTIAL / PROPRIETARY BUSINESS RECORDS

Sent: Thursday, January 22, 2015 12:30:11 PM
Subject: RE: PO# 60858758

Hello,

There is one case currently in the room, I will let you know how the limbs and calvarium look to see if you are able to take them in about fifteen minutes.

Thank you,

Redacted

From: Redacted
Sent: Thursday, January 22, 2015 12:26 PM
To:
Cc: Redacted
Subject: Re: PO# 60858758

Hi Redacted

Just wanted to check in and see if there were any cases within our gestation range for today? Need to book some time on the equipment if so.

Thanks,

Redacted

----- Original Message -----
From: Redacted
To:
Cc: Redacted
Sent: Wednesday, January 21, 2015 3:23:30 PM
Subject: RE: PO# 60858758

Redacted

I will be happy to do that.

Thank you,

Redacted

From: Redacted
Sent: Wednesday, January 21, 2015 3:19 PM
To:
Cc: Redacted
Subject: Re: PO# 60858758

Redacted

Thank you for letting me know. We are now ready to include the skull so if you could please include that in our order for tomorrow that would be great. Just to clarify we are happy to receive one or the other depending on damage/integrity. If there is a case tomorrow could you please have someone contact me with the condition of both the long bones and the calvarium and I will be happy to let you know if we would like one or both.

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Can't thank you enough,

Redacted

----- Original Message -----
From: Redacted
To: 'Redacted
Sent: Wednesday, January 21, 2015 2:24:54 PM
Subject: RE: PO# 60858758

Hi Redacted

We were not able to procure a sample for you today. I will definitely try for tomorrow, and send an email to follow up then.

Thank you,
Redacted

From: Redacted
Sent: Wednesday, January 21, 2015 2:07 PM
To:
Cc: Redacted
Subject: Re: PO# 60858758

Congratulations. Thank you. It is much appreciated.

Redacted

----- Original Message -----
From: Redacted
To:
Cc: Redacted
Sent: Wed, 21 Jan 2015 14:05:10 -0800 (PST)
Subject: Re: PO# 60858758

Hello,

Not a problem at all. I have copied Redacted on this email because she will be able to answer your questions and update you faster than I can. I had a baby last week so I am working minimally from home. Hopefully we will have the sample for you by tomorrow. Thank you,

Redacted

> On Jan 21, 2015, at 1:38 PM, Redacted wrote:
>
> Hi Redacted

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Sorry to keep pestering you but the boss is pushing pretty hard. Are there any potential samples in our gestation range for today?

Thanks for all your help,

Redacted

----- Original Message -----
From: Redacted
To: Redacted
Sent: Tuesday, January 20, 2015 3:39:44 PM
Subject: Re: PO# 60858758

Thanks Redacted. Appreciate it.
----- Original Message -----
From: Redacted
To:
Cc: Redacted
Sent: Tue, 20 Jan 2015 15:22:10 -0800 (PST)
Subject: Re: PO# 60858758

Hi Redacted

We did not have any patients in the gestational range today, but we will hope for tomorrow or Thursday and will keep you updated. Thank you!

Redacted

StemExpress

Redacted

[redacted]

Redacted

stemexpress.com

On Jan 20, 2015, at 3:01 PM, Redacted wrote:

Redacted

Just wanted to check to see if there was a possibility of a sample today?

Best,
Redacted
----- Original Message -----
From: Redacted
To: Redacted
Sent: Tue, 20 Jan 2015 04:34:00 -0800 (PST)
Subject: Re: PO# 60858758

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Hi Redacted

You will be on the schedule for limbs only. We will keep you updated on procurement. Thank you,

Redacted

On Jan 20, 2015, at 1:40 AM, Redacted wrote:

Hi Redacted

We have been unable to secure time on the required equipment. For this week we will only be able to process the limbs. Can you please remove the skull from this week's orders and put us on the list for limbs only. Any day this week would be great.

Thanks,

Redacted

----- Original Message -----
From: Redacted
To: Redacted
Sent: Tue, 13 Jan 2015 09:02:20 -0800 (PST)
Subject: Re: PO# 60858758

Hi Redacted

I have notified the techs and taken you off of the schedule this week. Thank you,

Redacted

On Jan 13, 2015, at 8:22 AM, Redacted wrote:

Redacted

Sorry for the short notice but could you please take us off of the list this week as we were unable to schedule time on the equipment we need to process the sample. We have reserved time for Tues, Wed, and Thur of next week if you could put us on the list for those days that would be much appreciated.

Thanks,

Redacted

----- Original Message -----
From: Redacted
To: " Redacted
Sent: Thursday, January 8, 2015 2:21:27 PM

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Subject: Re: PO# 60858758

Sounds good. I will talk to you next week. Thank you,

Redacted

StemExpress

Redacted

[redacted]

Redacted

stemexpress.com

On Jan 8, 2015, at 2:20 PM, Redacted wrote:

For next week can you please only put us on the list for Tuesday and Wed. as I will be out of town on Thursday.

Thanks again,

Redacted

----- Original Message -----
From: Redacted
To: Redacted
Sent: Thursday, January 8, 2015 2:18:38 PM
Subject: Re: PO# 60858758

Redacted

Thank you so much for letting me know. I will speak with you next week.

Best,

Redacted

----- Original Message -----
From: Redacted
To:
Cc: Redacted
Sent: Thursday, January 8, 2015 1:26:09 PM
Subject: Re: PO# 60858758

Hi Redacted

The samples within the gestational age requested were very damaged. I will have you on the schedule for next week for the skull and limbs unless I hear otherwise. Thank you for your patience.

Redacted

CONFIDENTIAL / PROPRIETARY BUSINESS RECORDS

Redacted

StemExpress

Redacted

778 Pacific Street
Placerville, CA 95667
Redacted
stemexpress.com

On Jan 7, 2015, at 8:50 AM, Redacted wrote:

Redacted

Thank you for the update. Fingers crossed for tomorrow.

Best,

Redacted

----- Original Message -----
From: Redacted
To:
Cc: Redacted
Sent: Wednesday, January 7, 2015 7:25:52 AM
Subject: Re: PO# 60858758

Hi Redacted

There are not any cases that fall into your gestational range today, but we will try to get the specimen for you tomorrow. I will keep you updated. Thank you,

Redacted

StemExpress

Redacted

778 Pacific Street
Placerville, CA 95667
Redacted
stemexpress.com

On Jan 5, 2015, at 2:46 PM, Redacted wrote:

Hi Redacted

The new address is right next door to the old one but I would prefer that the sample be delivered to the original address

CONFIDENTIAL / PROPRIETARY BUSINESS RECORDS

Redacted

And as far as the skull is concerned yes we are mostly interested in the calvarium and the dura, so as long as the top portion of the skull is in tact we would be interested. Per usual, if you could please contact me with information about the sample (damage) I will let you know if it is what we are looking for.

This week we are only looking for the fetal limbs. Please put us on the list for fetal limbs (only) for this week. Tomorrow, Wed and thurs (1/6, 1/7 and 1/8) If we do not receive a sample this week we would like to be on the list next week for the skull and the limbs.

Thank you for all your help,

Happy New Year,

Redacted

----- Original Message -----
From: Redacted
To:
Cc: Redacted
Sent: Monday, December 22, 2014 2:46:31 PM
Subject: PO# 60858758

Hello,

I just received PO#60858758 and noticed that the address for delivery is Redacted Redacted The last sample was sent to Redacted Redacted I just wanted to verify the new address.

I also wanted to confirm that you need the skull for cells and receiving the top portion of the skull intact is more important than the facial structures.

The sample will most likely be procured after 1/6/15 due to reduced scheduling in the clinics for the holidays.

Thank you,

Redacted

StemExpress

Redacted

[redacted]

CONFIDENTIAL / PROPRIETARY BUSINESS RECORDS

Redacted
stemexpress.com

CONFIDENTIAL / PROPRIETARY BUSINESS RECORDS

Exhibit 5.1.1

FRED UPTON, MICHIGAN
CHAIRMAN

FRANK PALLONE, JR., NEW JERSEY
RANKING MEMBER

ONE HUNDRED FOURTEENTH CONGRESS

Congress of the United States

House of Representatives

COMMITTEE ON ENERGY AND COMMERCE

2125 RAYBURN HOUSE OFFICE BUILDING
WASHINGTON, DC 20515–6115
Majority (202) 225–2927
Minority (202) 225–3641

December 17, 2015

Ms. [redacted]
Founder & CEO
StemExpress
[redacted]

Dear Ms. [redacted]

We thank you for your August 21, 2015, production of StemExpress materials to the Committee on Energy and Commerce. On October 7, 2015, the U.S. House of Representatives passed H. Res. 461, which created the Select Panel on Infant Lives and empowered the panel to investigate issues related to fetal tissue research. This document request is made pursuant to the scope of investigative responsibility of the panel.

As a result, we are hereby requesting that you produce the following categories of documents and information created or dated on or after January 1, 2010:

1) A list of all entities, including firms, corporations, non-profit organizations, and educational institutions, from which StemExpress receives or procures fetal tissue.[1]

2) A list of all entities, including firms, corporations, non-profit organizations, and educational institutions, to which StemExpress sells or donates fetal tissue.

3) A list of all entities, including firms, corporations, non-profit organizations, and educational institutions, to which StemExpress transferred, subcontracted or sold any business interest or business assets related to the procurement or sale of fetal tissue.

4) An organization chart that details StemExpress personnel that procure fetal tissue at the clinic level and the supervisory personnel for those procurers of fetal tissue.

[1] Please note that, for the purposes of this request, the term "fetal tissue" includes tissue, organs, body parts, and cell lines.

5) All communications, whether internal or external, that direct StemExpress personnel to procure fetal tissue, including, but not limited to memoranda, emails, telephone messages, and purchase orders or bills of sale.

6) All accounting records including accounting memoranda related to the cost and pricing of fetal tissue.

7) All specific requests made to StemExpress for fetal tissue made by any and all firms, corporations, non-profit organizations, educational institutions, or other entities, including, but not limited to, order lists, billing records, payment records, payment vouchers, and receipts.

8) All documents relating to the purchase, ownership, or rental by StemExpress of equipment involving fetal tissue research, the preparation of fetal tissue for research, the modification of fetal tissue into cell lines, or any other actions taken by StemExpress related to fetal tissue including, but not limited to, the date the equipment was purchased, its purchase price, its maintenance costs, and records of the depreciation treatment under the tax code of any such equipment.

9) An inventory record of all fetal tissues obtained, sold, or retained by StemExpress, as well as an inventory of current fetal tissue including, in particular, any records that refer to multiple tissue samples or organs or body parts harvested from a single fetus.

10) All records related to any fetal tissue or cell lines procured or sold from twin fetuses.

11) All documents relating to rent or site fees paid to entities from which StemExpress obtained, sold, or donated fetal tissue.

12) All training materials used by StemExpress for the procurement of fetal tissue, preparation of fetal tissue, storage of fetal tissue, and training materials or guidance documents related to StemExpress staff relations with personnel or patients at the source entities from which fetal tissue is procured.

13) All StemExpress banking records related to the procurement, sale, donation, or distribution or shipment of fetal tissue.

Please produce the requested documents by the close of business on December 29, 2015. Instructions for responding to the Select Panel's document requests are included as an attachment to this letter.

If you have any questions about this request, please contact Matthew Tallmer of the Select Panel Staff at (202) 225-2927, or by email at [redacted]

Sincerely,

Marsha Blackburn

Marsha Blackburn
Chair
Select Panel on Infant Lives

Attachment(s)

cc: The Honorable Jan Schakowsky, Ranking Member
Select Panel on Infant Lives

Exhibit 5.1.2

McDermott
Will & Emery

Boston Brussels Chicago Dallas Düsseldorf Frankfurt Houston London Los Angeles Miami
Milan Munich New York Orange County Paris Rome Seoul Silicon Valley Washington, D.C.
Strategic alliance with MWE China Law Offices (Shanghai)

Amandeep S. Sidhu
Attorney at Law
[redacted]

March 18, 2016

DELIVERED VIA EMAIL

March Bell
Matthew Tallmer
Select Panel on Infant Lives
House Energy & Commerce Committee
2125 Rayburn House Office Building
Washington, DC 20510-6115

Re: Response to March 18 Email Demands

Dear March & Matt:

On behalf of our client, StemExpress LLC, we are writing in response to your email correspondence from earlier today, March 18 (enclosed here for your reference). In your email, you unilaterally reneged on our previous agreement regarding the terms and scope of StemExpress's response to the Select Panel's February 12 subpoena. To be clear, during our March 4 teleconference we expressed concern that—in light of the prior production of four months of documents responsive to Subpoena Specification Nos. 6, 9, and 11—complete response to the subpoena across five years would be abusive, unduly burdensome, and not likely to produce information that is necessary for the Select Panel to fulfill its so-called "mandate" under House Res. 461. As a reasonable alternative to these subpoena requests, we offered to confirm with our client the possibility of generating a "roll-up" accounting report listing StemExpress's transfer of fetal tissue to researchers, organized by customer, and including the amounts paid by each customer. While this report would constitute work product created for the Select Panel (*i.e.*, not maintained in the regular course of business), we understood that the proposed contents of such a report would meet the needs of the Select Panel.

On our call earlier this week, on March 14, we confirmed that our client is able to produce such a report for 2015 and would produce that report on or before March 28. It was our understanding that you agreed to review this 2015 roll-up report and determine whether additional years would be necessary in subsequent productions. We neither discussed the dates for such future productions nor agreed to any specific deadlines. While we have now confirmed that we will be able to produce a similar report for 2014 by March 28, as well, we did not and could not agree to an identical production schedule for similar reports from 2011-2013 at that time for specific reasons described here. As a small start-up company, StemExpress only recently migrated to an accounting system capable of generating the types of reports. While we have confirmed that the

new accounting system can generate reports for 2014 and 2015 fetal tissue sales, our client has not yet determined whether similar reports can be generated for 2011-2013 using the old accounting system. Based on our agreement to limit the initial production to a 2015 report, and now a 2014 report, the effort to determine what information is available for 2011-2013 is ongoing. The other years may take some additional time and are unlikely to be ready on for production by April 1, as you sought in today's email. We will advise you when we believe we can add the three additional reports or take the position we cannot easily do so.

Similarly, your email demands the production of payment invoices for the five independent clinics identified to the Select Panel. While this is likely feasible, we will need to confer with our client to determine whether this information can be produced by April 1 or if we need additional time. We are more likely to be able to accomplish this by April 1 or soon thereafter.

Finally, for the first time today you demand the identification of StemExpress's "bookkeeper or accountant by close of business today." First, your demand for this information within a few hours is not achievable. Counsel do not know and will obtain this information from the relevant personnel that perform this function at StemExpress when they are available on Monday. Second, the basis for your request may be to send a duplicative request to the "bookkeeper or accountant" for the same information you are demanding directly from StemExpress. Therefore, if you intend to issue a separate subpoena to such individual(s) requests that will duplicate the very information you are still seeking from StemExpress, we object. Third, and notwithstanding or first two objections noted above, your email does not constitute an official communication from the Congress to which we are obligated to respond. If you do intend to "require" this information, we could reasonably ask that you do so through a letter from Chairman Blackburn or a new subpoena. Cooperation is something we can only accomplish when treated in a cooperative manner. We will have no answer for you tonight.

Since December 2015, StemExpress has endeavored to be fully cooperative with the Select Panel's requests for information. This cooperation comes on the heels of full cooperation with the prior Congressional investigations. As reflected in our March 14 production, our client has now provided complete responses to nearly all of the subpoena specifications. We were pleased with the mutual cooperation and progress we made on our March 14 teleconference, but your email today is not consistent with that discussion.

If you have any questions about this correspondence, please do not hesitate to contact me at 202-756-8380.

Sincerely,

Amandeep S. Sidhu

Enclosure

cc (w/encl.):

Heather Sawyer, Select Panel Minority Chief Counsel

McDermott
Will & Emery

Boston Brussels Chicago Dallas Düsseldorf Frankfurt Houston London Los Angeles Miami
Milan Munich New York Orange County Paris Rome Seoul Silicon Valley Washington, D.C.

Strategic alliance with MWE China Law Offices (Shanghai)

Amandeep S. Sidhu
Attorney at Law
[redacted]

May 6, 2016

DELIVERED VIA EMAIL

The Honorable Marsha Blackburn
Chair, Select Investigative Panel
House Energy & Commerce Committee
2125 Rayburn House Office Building
Washington, DC 20510

The Hon. Jan Schakowsky
Ranking Member, Select Investigative Panel
House Energy & Commerce Committee
2322A Rayburn House Office Building,
Washington, DC 20515

Re: StemExpress Response to Chairman Blackburn's April 28 Letter to StemExpress

Dear Chairman Blackburn & Ranking Member Schakowsky:

On behalf of our client, StemExpress LLC ("StemExpress"),[1] this letter responds to Chairman Blackburn's April 28, 2016 letter addressed to StemExpress's CEO, [redacted] The Chairman's letter raises several issues regarding perceived deficiencies in StemExpress's production of documents and information to the Select Panel. The factual record demonstrates that the Majority is mistaken in its characterizations of the company's responses to the Select Panel's investigation. The Chairman's most recent letter perpetuates an incorrect narrative of "non-cooperation" that is not supported by the facts.

Chronology of StemExpress's Responses to Select Panel

From the outset of the Select Panel's investigation, StemExpress has endeavored to respond to each of the Majority's requests – whether voluntarily or in response to various subpoenas. Upon receipt of Chairman Blackburn's December 17, 2015 letter requesting documents, StemExpress's counsel immediately contacted the Majority's staff and offered to produce all documents that were previously produced to the House Oversight & Government Reform Committee and the Senate Judiciary Committee. This volume of over 200 pages of documents was produced to the Select Panel three business days later, complementing over 700 pages of materials that were

[1] StemExpress is a privately held life sciences company that supports leading research institutions in the United States and internationally—including medical schools, pharmaceutical companies, and federal agencies—to provide stem cells and other human tissue critical to medical research. Cells produced by the physicians, scientists, medical technicians and nurses at StemExpress are currently used in research globally aimed at finding cures and treatments for cancer, diabetes, HIV/AIDS, cardiac disease, and other significant medical conditions. StemExpress plays a critical role in helping the global research community as they strive to achieve medical breakthroughs to stamp out global disease and improve quality of life.

produced to the House Energy & Commerce Committee in its earlier investigation. Based on explicit agreements with the Majority staff, StemExpress made two additional productions spanning over 400 pages of materials that responded to nearly all of the Majority's requests. Borne out of specific death threats directed and StemExpress and its employees[2] and the murderous attacks at a Planned Parenthood clinic in Colorado,[3] StemExpress only questioned three areas of inquiry based on demonstrably legitimate safety and security concerns: (1) identification of individual StemExpress employees and the identification of individual scientists and researchers employed by StemExpress's fetal tissue customers; (2) identification of StemExpress's fetal tissue customers; and (3) identification of independent (*i.e.*, non-Planned Parenthood) women's clinics that have partnered with StemExpress to support fetal tissue procurement.

The Select Panel Majority subsequently issued a subpoena on February 12, 2016. StemExpress's counsel again conferred with the Majority staff and indicated that the company would respond completely to the request to identify StemExpress's fetal tissue customers and independent clinics once those entities could be contacted and advised to take necessary safety and security arrangements that could result the Select Panel's inquiry. StemExpress produced this information in full two weeks after receipt of the February 12 subpoena. Through subsequent discussions with the Majority staff, StemExpress also agreed to produce "roll-up" reports generated from the company's accounting system to reflect all fetal tissue transfers from January 1, 2011 through December 31, 2015. StemExpress produced the accounting reports for 2014 and 2015 on March 28 and indicated that the reports for 2011-2013—which were being pulled from a separate accounting system—would follow shortly. Amid StemExpress's continued cooperation and commitment to produce the remaining accounting records the following week, the Majority nonetheless issued additional subpoenas on March 29 that, in part, requested the *very information* that StemExpress had already agreed to produce. Nonetheless, StemExpress produced the remaining accounting reports for fetal tissue transfers from 2011-2013 on April 11, along with additional documents responsive to the March 29 subpoenas and documents voluntarily produced in response to separate requests from the Majority's staff.

Combined with the earlier productions to the Energy & Commerce Committee, StemExpress has produced over 1,600 pages of documents in response to the Majority's various inquiries. Below is an index of the productions that have been made by StemExpress in response to the various requests for information.

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[2] Mark Anderson, *Anti-abortion activist pleads guilty to threatening StemExpress CEO*, SACRAMENTO BUSINESS JOURNAL (Apr. 19, 2016), http://www.bizjournals.com/sacramento/news/2016/04/19/anti-abortion-activist-pleads-guilty-death-threats.html.

[3] Jack Healy, *Documents Detail Scene of Planned Parenthood Shooting in Colorado Springs*, THE NEW YORK TIMES (Apr. 11, 2016), http://www.nytimes.com/2016/04/12/us/documents-detail-scene-of-planned-parenthood-shooting-in-colorado-springs.html?_r=0.

Production No.	Production Date	Bates Range
Prior Production to House E&C	August-September 2015	STEM.HOUSE.EC_0001-0710
1	December 22, 2015	STEM.HOUSE.SELECT_0001-226
2	January 15, 2016	STEM.HOUSE.SELECT_0227-282
3	February 1, 2016	STEM.HOUSE.SELECT_0283-659
4	February 26, 2016	STEM.HOUSE.SELECT_0660-661
5	March 4, 2016	STEM.HOUSE.SELECT_0662-663
6	March 14, 2016	STEM.HOUSE.SELECT_0664-705
7	March 28, 2016	STEM.HOUSE.SELECT_0706-712
8	April 11, 2016	STEM.HOUSE.SELECT_0713-891
9	April 19, 2016	STEM.HOUSE.SELECT_0892-907

Additionally, we have compared Appendix A in Chairman Blackburn's letter, described as "StemExpress Production Log," with the actual productions made by the company since December 2015. *See* Appendix A: Corrected StemExpress Production Log. *With very few exceptions, nearly every single characterization of the status of StemExpress's productions to date is inaccurate. Id.* In at least twelve instances, the Majority characterizes StemExpress's response as "no" when, in fact, the company has *already completed its production. Id.* These misstatements perpetuate the factually incorrect narrative of noncooperation that is apparently being promulgated by the Majority.

StemExpress's Future Responses to Select Panel

StemExpress is committed to cooperating with the Select Panel's investigation. However, we ask for fairness and accuracy in the Select Panel's characterization of StemExpress and the company's responses in this investigation. This concern was made readily apparent in the April 20 hearing entitled "The Pricing of Fetal Tissue," when the Majority used documents purporting to be from StemExpress that were apparently from the stolen cache of materials held by [redacted] and the Center for Medical Progress. *See* Exhibit A, Letter from StemExpress to Chairman Blackburn re April 20 Hearing Exhibits (Apr. 19, 2016). Member of the press picked up incorrect statements of facts from these exhibits and repeated them to the American public.[4]

StemExpress also remains gravely concerned about the Majority's insistence on "naming names" of individual researchers associated with StemExpress's customers and identifying StemExpress personnel without any explanation of why this information is required. To date, the Majority has not provided any explanation as to why it needs the names of all StemExpress personnel rather than accept the witnesses that have been offered, including a corporate witness to provide

[4] *See, e.g.*, Rachel Stoltzfoos, *Two Sickening Charts Show Explosive Growth Of Fetal Tissue Buyer*, THE DAILY CALLER (Apr. 30, 2016), http://dailycaller.com/2016/04/30/two-sickening-charts-show-explosive-growth-of-fetal-tissue-buyer/ (citing to the Majority's Exhibit B4 as evidence that StemExpress worked with 250 abortion clinics in 2016 when, in fact, StemExpress has never actively procured fetal tissue from more than *nine clinics*, and that was in 2012; in 2016 that number is *only four*).

testimony consistent with Fed. R. Civ. P. 30(b)(6) on the fetal tissue procurement process. While the Chairman is correct that an investigatory Congressional committee has broad power of inquiry, the U.S. Supreme Court has made clear and that this power "is not unlimited" and "[t]here is no general authority to expose the private affairs of individuals without justification in terms of the functions of the Congress." *Watkins v. United States*, 354 U.S. 178, 187 (1957). It is also important to note that "Congress [is not] a law enforcement or trial agency," as "[t]hese are functions of the executive and judicial departments of government." *Id.* The Majority seems intent on inappropriately to be acting as if it is a law enforcement agency, a function that is reserved for the Executive Branch.[5] With regard to the Majority's unwavering demand to collect names of individuals without providing a justifiable basis or demonstrating pertinence, the Majority should note that "[n]o inquiry is an end in itself; it must be related to, and in furtherance of, a legitimate task of the Congress. Investigations conducted solely for the personal aggrandizement of the investigators or to 'punish' those investigated are indefensible." *Id.*; *see also United States v. Rumely*, 345 U.S. 41, 47 (1953).

The Chairman's letter cites to *Ashland Oil*, *Exxon Corp.*, and *FTC v. Owens-Corning Fiberglass Corp.* to stand for the proposition that witnesses must provide Congressional committees materials that could pose serious safety and security concerns for the witnesses because "committees of Congress will exercise their powers responsibly and with due regard for the rights of affected parties." However, as the D.C. Circuit in *Owens-Corning* noted, "[b]oth *Ashland* and *Exxon* leave open the possibility of judicial intervention to block the FTC's release to Congress of data containing trade secrets, if the owners of that data can establish that it is likely that Members of Congress or Congressional employees will act irresponsibly, such as by demonstrating a history of past releases by them to the public of data containing trade secrets." *F.T.C. v. Owens-Corning Fiberglass Corp.*, 626 F.2d 966, 981 (D.C. Cir. 1980).

StemExpress and its employees were directly targeted by an individual who was investigated by the FBI, arrested and prosecuted by the U.S. Department of Justice, and recently pled guilty in federal court for his illegal death threats. StemExpress has made the Majority aware of these concerns on numerous occasions, but has received little by way of assurance that the Majority will ultimately protect the names of any individual employees. The Chairman's recent focused attention on StemExpress's CEO—including the April 28 letter itself, which was made public with a May 2 press release that unequivocally "names names"—raises additional questions about the protection of individuals' identities involved in the Select Panel's investigation. Ultimately, StemExpress's narrowly tailored interest in the safety of individual employees and client personnel outweighs the Majority's claim to certain information. *Cf. Bergman v. Senate Special Comm. on Aging*, 389 F. Supp. 1127, 1130 (S.D.N.Y. 1975) (citing *Watkins*, 354 U.S. 178 ("[W]here the inquiry or the request for documents is not 'justified by a specific legislative

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[5] *See Select Investigative Panel Issues Subpoenas for StemExpress Accounting & Banking Records*, Energy & Commerce Cmte. (May 5, 2016), https://energycommerce.house.gov/news-center/press-releases/select-investigative-panel-issues-subpoenas-stemexpress-accounting ("[d]ocuments uncovered by our investigation so far point to the very troubling possibility that StemExpress may have violated federal law by profiting from the sale of baby body parts).

need,' the threat of a violation of an individual's constitutional rights, including his or her 'personal interest in privacy,' outweighs any right the Subcommittee might claim to the subpoenaed documents and requires that disclosure not be compelled.").

Select Panel Majority's Latest New Requests to StemExpress

As outlined in the earlier discussion, the Majority has consistently "moved the goalposts" over the past several months to perpetuate an inaccurate narrative of noncooperation. The Chairman's April 28 letter does this once more by adding over a dozen *new* requests for extensive financial and accounting information. These 13 new requests, listed below, cover a large volume of reports and data, some of which has already been produced but much of which is not pertinent to the Select Panel's scope of inquiry authorized by H. Res. 461.

Request No.	Description
1	All StemExpress accounting records, including but not limited to accounting memoranda related to the cost and pricing of fetal tissue.
2	Copies of all invoices (by month and year), reflecting the billing that Stem Express issued to all institutions or entities to which StemExpress donated or provided fetal tissues for the following years: 2010, 2011, 2012, 2013, 2014 and 2015.
3	Copies of all invoices (by month and year), reflecting the billing that Stem Express issued to all institutions or entities to which StemExpress donated or provided fetal tissues for the following years: 2010, 2011, 2012, 2013, 2014 and 2015.
4	Copies of all invoices (by month and year) reflecting the billing or payment of funds for fetal tissues obtained by StemExpress for the following years: 2010, 2011, 2012, 2013, 2014 and 2015.
5	A copy of any chart of accounts for StemExpress, including but not limited to account descriptions from any financial recording system relating to StemExpress.
6	All documents reflecting StemExpress' statement of revenues (i.e., a breakdown by product categories) for the following years: 2010, 2011, 2012, 2013, 2014 and 2015.
7	All documents reflecting StemExpress' record of costs and expenses (i.e., a breakdown by operations, including fetal tissue acquisition) for administrative costs and expenses as well as compensation and benefits, for the following years: 2010, 2011, 2012, 2013, 2014 and 2015. Where applicable, records should include identification of vendors and descriptions of expenses.
8	StemExpress' balance sheets for the following years: 2010, 2011, 2012, 2013, 2014 and 2015. Audited statements should be provided, if available.
9	StemExpress' income statements, including but not limited to any profit and loss statements, statements of operations and statements of activities for the following years: 2010, 2011, 2012, 2013, 2014 and 2015. Audited statements should be provided, if available.
10	Copies of StemExpress' filed tax returns for the following years: 2010, 2011, 2012, 2013, 2014 and 2015.
11	All StemExpress bank statements from any financial institution where StemExpress has

Request No.	Description
	maintained an account for the following years: 2010, 2011, 2012, 2013, 2014 and 2015.
12	Documents sufficient to show how StemExpress calculates(d) the cost of a fetal tissue and all factors applied in determining pricing of fetal tissue. In lieu of these documents, you may provide a written explanation.
13	All communications and documents to or from the Director of Finance, Finance Manager, Accountant Manager, or equivalent position(s).

The new requests also expand the scope of the earlier investigation by adding 2010, whereas all prior requests were limited to 2011 through 2015. In light of the Majority's interactions with StemExpress in recent months, the company will not be responding to these new requests unless and until a subpoena requesting this new information is duly served. StemExpress will, however, begin collecting documents responsive to these new requests and determining what information is pertinent to the Select Panel's investigation and could be produced in response to a future subpoena, which we assume will be forthcoming.

* * * * *

StemExpress remains committed to responding to the Select Panel's inquiries, but respectfully implores upon the Chairman and the leadership of the Majority party to restore a sense of order and decency to this investigation. We are certainly willing to work with the Majority staff—in conjunction and consultation with the Minority staff—to reach common ground and provide requested information in a reasonable but timely manner. However, the ever-shifting prerogative of the Majority staff, including reneging on explicit agreements reached during the course of the investigation, and the recent foray into law enforcement by the Majority members on the Select Panel, all raises serious questions about purpose and legitimacy of this investigation.

If you have any questions about this correspondence, please do not hesitate to contact me at [redacted]

Sincerely,

Amandeep S. Sidhu

Encl.

cc (via email w/encl.):

Kerry W. Kircher, General Counsel, U.S. House of Representatives
Karen Christian, General Counsel, Committee on Energy and Commerce

Mark Epley, General Counsel, Office of the Speaker
Jo-Marie S. Green, General Counsel, Office of the Minority Leader
March Bell, Select Panel Majority Staff Director
Heather Sawyer, Select Panel Minority Chief Counsel

Exhibit 5.1.3

SUBPOENA

BY AUTHORITY OF THE HOUSE OF REPRESENTATIVES OF THE CONGRESS OF THE UNITED STATES OF AMERICA

To Five Star Bancorp

You are hereby commanded to be and appear before the

Committee on Energy and Commerce

Select Investigative Panel on Infant Lives

of the House of Representatives of the United States at the place, date, and time specified below.

☑ **to produce the things identified on the attached schedule** touching matters of inquiry committed to said committee or subcommittee; and you are not to depart without leave of said committee or subcommittee.

Place of production: Room 316 Ford House Office Building, Washington, D.C. 20515

Date: May 17, 2016 Time: 5:00 p.m.

☐ **to testify at a deposition** touching matters of inquiry committed to said committee or subcommittee; and you are not to depart without leave of said committee or subcommittee.

Place of testimony: _____

Date: _____ Time: _____

☐ **to testify at a hearing** touching matters of inquiry committed to said committee or subcommittee; and you are not to depart without leave of said committee or subcommittee.

Place of testimony: _____

Date: _____ Time: _____

To _____

_____ to serve and make return.

Witness my hand and the seal of the House of Representatives of the United States, at the city of Washington, D.C. this 29th day of April, 2016.

Marsha Blackburn

Chairman or Authorized Member

Attest: Karen L. Haas

Clerk

PROOF OF SERVICE

Subpoena for

Five Star Bancorp

Address c/o Todd A. Devogd, Agent for Service of Process, 6810 Five Star Boulevard, Suite 100

Rocklin, CA 95677

before the Committee on Energy and Commerce

Select Investigative Panel on Infant Lives

U.S. House of Representatives
114th Congress

Served by (print name) _____

Title _____

Manner of service _____

_____

Date _____

Signature of Server _____

Address _____

_____

Five Star Bancorp

In accordance with the attached schedule, instructions, and definitions, you, Five Star Bancorp ("Five Star"), are required to produce all documents in unredacted form described below:

For the period January 1, 2010, through the present, all documents relating to any Five Star Bank account(s) held by or in the name of Stem Express, LLC, and all documents relating in any way to account number [redacted]

This request encompasses, but is not limited to, all:

1) Monthly account statements;

2) Credit card transaction receipts;

3) Documents reflecting payments related to the account(s), including, but not limited to, checks (front and back), debit memos, cash in tickets, and wire transfers; and

4) Correspondence related to the account(s).

Instructions

1) The relevant time period for above-referenced documents is January 1, 2010, to the present.

2) In complying with this subpoena, you are directed that no document may be redacted in any way except that that all patient information protected by American Health Portability and Accountability Act of 1998 (HIPAA) shall be redacted.

3) In complying with the subpoena, be apprised that the U.S. House of Representatives and the Committee on Energy and Commerce, Select Investigative Panel on Infant Lives ("Select Panel") do not recognize any of the non-disclosure privileges associated with the common law, with the Freedom of Information Act, with attorney client privilege, or contractual privileges such as non-disclosure agreements.

4) In complying with this subpoena, you are directed to produce all responsive documents that are in your possession, custody, or control, whether held by you or your past or present agents, employees, and representatives acting on your behalf. You are also directed to produce records that you have a legal right to obtain, that you have a right to copy or to which you have access, as well as records that you have placed in the temporary possession, custody, or control of any third party.

5) No records, documents, data or information called for by this request shall be destroyed, modified, removed, transferred or otherwise made inaccessible to the Select Panel.

6) In the event that any entity, organization or individual denoted in this subpoena has been, or is also known by any other name than that herein denoted, the subpoena shall be read also to include them under that alternative identification.

7) Each document produced shall be produced in a form that renders the document capable of being copied.

8) Documents produced in response to this subpoena shall be produced together with copies of file labels, dividers or identifying markers with which they were associated when this subpoena was served. To the extent that documents were not stored with file labels, dividers, or identifying markers, they shall be organized into separate folders by subject matter prior to production

9) All documents or groups of documents, produced shall be identified by the paragraph number in the Attachment to the subpoena to which the documents, or groups of documents, are responsive.

10) It shall not be a basis for refusal to produce documents that any other person or entity also possesses non-identical or identical copies of the same document.

11) If any of the subpoenaed information is available in machine-readable or electronic form (such as on a computer server, hard drive, CD, DVD, memory stick, or computer back-up tape), you shall consult with Select Panel staff to determine the appropriate format in which to produce the information. Documents produced in electronic format shall be organized, identified, and indexed electronically in a manner comparable to the organizational structure called for in Paragraph 8 and 9 above. Documents produced in an electronic format shall also be produced in searchable format.

12) If compliance with the subpoena cannot be made in full, compliance shall be made to the extent possible, and your production shall be accompanied by a written explanation of why full compliance is not possible.

13) In the event that a document is withheld on any basis, provide the following information concerning each and every such document withheld from production: (a) the reason the document is not being produced; (b) type of document; (c) general subject matter; (d) date, author and addressee; and (e) relationship of author and addressee to each other.

14) If any document responsive to this subpoena was, but no longer is, in your possession, custody, or control, identify the document (stating its date, author, subject and

recipient(s)) and explain the circumstances by which the document ceased to be in your possession, custody, or control.

15) If a date or other descriptive detail set forth in this subpoena referring to a document is inaccurate, but the actual date or other descriptive detail is known to you or is otherwise apparent from the context of the request, you should produce all documents which would be responsive as if the date or other descriptive detail were correct.

16) This request is continuing in nature and applies to any newly-discovered information. Any record, document, compilation of data or information, not produced because it has not been located or discovered by the return date, shall be produced immediately upon location or discovery subsequent thereto.

17) All documents shall be bates-stamped sequentially and produced sequentially.

18) Two sets of responsive records shall be produced, one set to the Majority staff and one set to the Minority staff. The Majority set shall be delivered to Majority staff in Room 316 of the Ford House Office Building and the Minority set shall be delivered to the Minority staff at 361 Ford House Office Building. You shall consult with the Select Panel staff regarding the method of delivery prior to sending any material.

19) Upon completion of the document production, you must submit a written certification, signed by you or your counsel, stating that: (1) a diligent search has been completed of all documents in your possession, custody, or control which reasonably could contain responsive documents; (2) documents responsive to the request have not been destroyed, modified, removed, transferred, or otherwise made inaccessible to the Select Panel since the date of receiving the Select Panel's request or in anticipation of receiving the Select Panel's request, and (3) all documents identified during the search that are responsive have been produced to the Select Panel, identified in a log provided to the Select Panel, as described in Paragraph 13 above.

Definitions

1) The term "document" means any written, recorded, or graphic matter of any nature whatsoever, regardless of how recorded, and whether original or copy, including but not limited to, the following: memoranda, reports, expense reports, books, manuals, instructions, financial reports, accounting and financial records of any kind (including checks (front and back), wire transfers, cash or check payments or receipts, and check requests), working papers, records, notes, letters, notices, confirmations, telegrams, receipts, appraisals, pamphlets, magazines, newspapers, prospectuses, interoffice and intra-office communications, electronic mail ("e-mail"), instant messages, text messages, calendars, contracts, cables, notations of any type of conversation, telephone call,

meeting or other communication, bulletins, printed matter, computer printouts, invoices, transcripts, diaries, analyses, returns, summaries, minutes, bills, accounts, estimates, projections, comparisons, messages, correspondence, press releases, circulars, financial statements, reviews, opinions, offers, studies and investigations, questionnaires and surveys, power point presentations, spreadsheets, and work sheets. The term "document" includes all drafts, preliminary versions, alterations, modifications, revisions, changes, and amendments to the foregoing, as well as any attachments or appendices thereto. The term "document" also means any graphic or oral records or representations of any kind (including, without limitation, photographs, charts, graphs, voice mails, microfiche, microfilm, videotapes, recordings, and motion pictures), electronic and mechanical records or representations of any kind (including, without limitation, tapes, cassettes, disks, computer server files, computer hard drive files, CDs, DVDs, back up tape, memory sticks, recordings, and removable computer media such as thumb drives, flash drives, memory cards, and external hard drives), and other written, printed, typed, or other graphic or recorded matter of any kind or nature, however produced or reproduced, and whether preserved in writing, film, tape, electronic format, disk, videotape or otherwise. A document bearing any notation not part of the original text is considered to be a separate document. A draft or non-identical copy is a separate document within the meaning of this term.

2) The term "documents in your possession, custody or control" means (a) documents that are in your possession, custody, or control, whether held by you or your past or present agents, employees, officers, directors, contractors, consultants, or representatives acting on your behalf; (b) documents that you have a legal right to obtain, that you have a right to copy, or to which you have access; and (c) documents that have been placed in the possession, custody, or control of any third party.

3) The term "communication" means each manner or means of disclosure, transmission, or exchange of information, in the form of facts, ideas, opinions, inquiries, or otherwise, regardless of means utilized, whether oral, electronic, by document or otherwise, and whether face-to-face, in a meeting, by telephone, mail, e-mail, instant message, text message, discussion, release, personal delivery, or otherwise.

4) The terms "and" and "or" should be construed broadly and either conjunctively or disjunctively as necessary to bring within the scope of this request any information which might otherwise be construed to be outside its scope. The singular includes the plural number, and vice versa. The masculine includes the feminine and neuter genders.

5) The terms "person" or "persons" mean natural persons, firms, partnerships, associations, limited liability corporations and companies, limited liability partnerships, corporations, subsidiaries, divisions, departments, joint ventures, proprietorships, syndicates, other

legal, business or government entities, or any other organization or group of persons, and all subsidiaries, affiliates, divisions, departments, branches, and other units thereof.

6) The term "StemExpress, LLC" includes StemExpress, LLC and any affiliates or related entities, all referred to herein, both individually and collectively, as "StemExpress".

7) The term "fetal tissue" means tissue, organs, body parts, and cell lines.

8) The term "study" or "proposal" means any work or regime of biomedical research that led to a report or memoranda, whether published or not.

9) The terms "referring" or "relating," with respect to any given subject, mean anything that constitutes, contains, embodies, reflects, identifies, states, refers to, deals with, or is in any manner whatsoever pertinent to that subject.

10) The terms "you" and "your" refer to Five Star Bancorp, whether known by this name or a different name, its past and present officers, directors, employees, consultants, contractors, agents, representatives, subsidiaries, and/or parents.

Exhibit 5.1.4

Year	Date	Nature of Transactio	Description	Check Number	Entity	Amount
2015	13-Aug	Withdrawal	Check	15316	Shred-it USA	73.49
2015	25-Aug	Withdrawal	Check	15346	Shred-it USA	73.49
2015	29-Sep	Withdrawal	Check	15466	Shred-it USA	72.80
2015	10-Nov	Withdrawal	Check	15540	Shred-it USA	72.11
2015	10-Dec	Withdrawal	Check	15636	Shred-it USA	72.11
2016	12-Jan	Withdrawal	Check	15733	Shred-it USA	72.11
2016	27-Jan	Withdrawal	Check	15771	Shred-it USA	74.52
2016	21-Mar	Withdrawal	Check	15908	Shred-it USA	73.49
2016	26-Apr	Withdrawal	Check	16018	Shred-it USA	73.49

Exhibit 5.1.5

ONE HUNDRED FOURTEENTH CONGRESS

Congress of the United States

House of Representatives

COMMITTEE ON ENERGY AND COMMERCE
2125 RAYBURN HOUSE OFFICE BUILDING
WASHINGTON, DC 20515–6115
Majority (202) 225–2927
Minority (202) 225–3641

September 8, 2016

DELIVERED VIA EMAIL

Mr. Kevin M. Murphy
Carr Maloney PC
2020 K Street, N.W.
Washington, D.C. 20006

Dear Mr. Murphy:

I am in receipt of your letter dated June 28, 2016, in which Scinto Group asserts several arguments that it alleges excuse compliance with a lawful congressional subpoena issued by the Select Investigative Panel. For the reasons stated below, your reasoning is hereby rejected and thus, the Select Panel will proceed to schedule a Business Meeting to consider a Contempt Report describing your refusal and will vote on whether to refer that Report to the full House of Representative for consideration.

On October 7, 2015, the House voted to enact House Resolution 461, which established the Select Investigative Panel and "authorized and directed [it] to conduct a full and complete investigation and study and issue a final report of its findings . . . regarding (1) medical procedures and business practices used by entities involved in fetal tissue procurement; (2) any other relevant matters with respect to fetal tissue procurement; . . . and (6) any changes in law or regulation necessary as a result of any findings made under [those investigations and studies]."[1]

In House Report 114-288 on H. Res. 461, the authority of the Panel to issue subpoenas is summarized. "Section 4 provides that rule XI of the Rules of the House of Representatives and the rules of the Committee on Energy and Commerce shall apply to the select panel in the same manner as any other subcommittee, except that the chair of the select panel (1) is authorized to authorize and issue subpoenas, including for the purpose of taking depositions; (2) may order the taking of depositions by members or counsel of the select panel and that any deposition taken pursuant to this authority will be governed by the regulations issued by the chair of the Committee on Rules; and (3) may recognize members or staff to question witnesses for periods

[1] H. Res. 461, Section 3.

longer than five minutes as though pursuant to clause 2(j)(2) of rule XI." The Chairman of the Panel is required to consult to the extent practicable with the ranking minority but need not gain approval prior to issuance of a subpoena.

Pursuant to the authority delegated to it under House Resolution 461, the Select Investigative Panel is investigating whether entities that procure fetal tissue are using loopholes in federal law or engaging in business practices that have the effect of undermining the purpose of laws prohibiting the interstate transfer of any fetal tissue for valuable consideration. As part of that investigation, the Panel is examining whether 42 U.S.C. § 289g-2 is effective, or needs to be amended to better achieve the legislative goals of the statute. Under Title 42 U.S.C. § 289g-2, which is, at its heart, an accounting statute, it is unlawful for any person to knowingly acquire, receive, or otherwise transfer any fetal tissue for valuable consideration if the transfer affects interstate commerce. The term "valuable consideration" does not include reasonable payments associated with the transportation, implantation, processing, preservation, quality control, or storage of human fetal tissue.

Through publicly available information and the Select Investigative Panel's investigation, the Panel identified StemExpress, LLC ("StemExpress"), as an entity that procured fetal tissue from abortion clinics and transferred it to researchers. In accordance with its authorization under House Resolution 461, and consistent with its interest in examining whether any changes in federal laws or regulations are necessary as a result of its investigation, the Select Investigative Panel sought documents from StemExpress. As a result of StemExpress' failure to comply fully with the Panel's voluntary request for documents, the Panel was forced to subpoena StemExpress, its CEO, [redacted], and its outside accountant, Scinto Group, LLP ("Scinto"). Despite many accommodations and much negotiation with the subpoena recipients, StemExpress and [redacted] willfully and inexcusably have refused to comply with important aspects of the Panel's congressional subpoenas. Further, after refusing to comply with the Panel's subpoena, StemExpress also has willfully and successfully attempted to convince its outside accountant, Scinto, to similarly refuse any compliance with the Panel's subpoena.

Due to StemExpress' and [redacted]'s failure to comply with the Panel's subpoenas and their continual refusal to provide accounting information directly pertinent to the Panel's investigation and study, conducted pursuant to House Resolution 461, the Panel was forced to subpoena Scinto, StemExpress' outside accountant. Scinto has indicated that it consulted with StemExpress counsel and that StemExpress expressly instructed Scinto not to produce its financial records in response to the Panel's subpoena.

Scinto Group, the accountant for StemExpress, states that it will observe and protect the "applicable privileges and confidentiality rights that it [StemExpress] has in it documents." Scinto offers the explanation that based upon communications from StemExpress it does not want exposure to civil or criminal liability should it violate StemExpress' privileges or confidentiality. Then, Scinto Group proposes a remarkable and novel solution: the Panel should subpoena the "same records" from StemExpress as a way to negate the applicability to Scinto of a California privilege and confidentiality statute. Scinto Group's proposal that the Panel should seek documents from one noncomplying entity to obtain compliance from another noncomplying entity when one is the privileged client of the other sullies the integrity of Congress, asking it to

play musical chairs, hoping that someone will someday comply with a subpoena. "[I]t is unquestionably the duty of all citizens to cooperate with the Congress in its efforts to obtain the facts needed for intelligent legislative action. **It is their unremitting obligation to respond to subpoenas** [emphasis added], to respect the dignity of the Congress and its committees and to testify fully with respect to matters within the province of proper investigation." *Watkins*, 354 U.S. at 187-88.

Scinto Group next questions the applicably of C.F.R. §7216-2(f)(3) which provides a clear congressional subpoena exception to 26 U.S.C. §7216 and 26 U.S.C. §6713 by asserting that the regulation somehow does not apply because the full House of Representatives has not acted or because the minority does not agree with the issuance of the subpoena to Scinto Group. As noted above, H., Res. 461 conferred subpoena authority upon the Chairman of the Select Panel. Thus, the House has acted.

Scinto Group also relies upon a novel grammatical reading of a California statute, (CA Code, Bus. & Prof., §5063.3) to propose that it cannot disclose the information the Congress seeks. Scinto cites the phrase "enforceable by a court" (an exception to non-disclosure rules) to suggest that since the House of Representatives has not yet secured a court order to enforce its subpoena that its subpoena is outside the definition of "enforceable by a court" thus excusing Scinto from compliance. Counsel for Scinto could easily research the history of Congress enforcing its subpoenas in federal court to realize this argument is without merit.

Scinto also suggests that attorney-client privilege somehow extends to accountant client privilege thereby excusing it compliance. Since as a matter of law Congress does not recognize either privilege this argument is without merit.

Should the Panel fail to obtain compliance from Scinto Group, the Chairman of the Select Investigative Panel will recommend that Scinto be held in contempt for their willful failure to fully comply with the Panel's subpoenas issued to them. The Chairman will also recommend that the Speaker of the House of Representatives, pursuant to 2 U.S.C. §§ 192 and 194, certify this report of the Select Investigative Panel to the United States Attorney for the District of Columbia, and that Scinto Group be proceeded against in the manner and form provided by law.

Sincerely,

T. March Bell
Chief Counsel and Staff Director
Select Investigative Panel of
the Committee on Energy and Commerce

cc: Heather Sawyer
Democratic Staff Director
Select Investigative Panel

Exhibit 5.1.6

CARR MALONEY PC
Offices in Washington, DC Maryland Virginia

2020 K Street, NW, Suite 850, Washington, DC 20006
[redacted] carrmaloney.com

Kevin M. Murphy
[redacted]
Admitted in MD & DC

September 16, 2016

Via Email Only to: March.Bell@mail.house.gov

T. March Bell, Esq.
Chief Counsel and Staff Director
Select Investigative Panel on Infant Lives
2125 Rayburn House Office Building
Washington, DC 20510

Re: Subpoena to Scinto Group, LLP

Dear Mr. Bell:

As you know, this law firm represents the CPA firm, Scinto Group, LLP. This letter is in response to your letter to me of September 8, 2016, in which you described an intention to pursue contempt resolutions and referral against Scinto Group, LLP.

First, let me reiterate that, if not for the potential application of the privilege and/or confidentiality laws, Scinto Group LLP would be willing and able to comply with a valid subpoena from the Select Investigative Panel. However, in light of the potential application of those laws, under the current circumstances, Scinto Group is not in a position to unilaterally respond to the subpoena with the requested documents, absent client consent. I explained in my letter of June 28, 2016, in some detail, our specific legal analysis in that regard. I believe that the status of our discussion is, at most, a difference of opinion on the scope and interpretation of privilege and confidentiality laws. However, because your letter describes an intention to pursue contempt proceedings, it appears that you do not see this as a valid difference of opinion about the applicability of privilege and confidentiality laws and subpoena procedure. Nevertheless, I believe there is merit to further discussion of this matter, and so I ask you to please review this letter and respond.

Contrary to the suggestion in your letter, Scinto Group had no intent to "sully the integrity of Congress" when it suggested to you a method to resolve the privilege and confidentiality legal hurdles. To the contrary, we simply presented our view of the legal impediments that we face with respect to the subpoena, and then we proposed what seemed to be a perfectly reasonable and logical solution to the hurdles presented by the privilege and confidentiality laws – the Select Panel could issue a subpoena for the same records directly to StemExpress, since the records that Scinto Group has in its files were almost entirely provided to it by StemExpress. On the issue of that suggestion, we are a bit confused by some of the discussion in your letter, and we ask for clarification. Your

letter appears to suggest in one part (p.2, ¶3) that StemExpress has received and failed to comply with a subpoena for the tax, financial statement, ledger and expense records that were covered by the subpoena to Scinto Group. But, in other parts of your letter (p.2, ¶2 and ¶4), it appears to suggest that there has not yet been a subpoena to StemExpress that covers those specific requests, and rather there have only been voluntary requests to StemExpress for those items. Our understanding is that StemExpress has not received a subpoena for those specific tax, financial statement and related items that were requested in the subpoena to Scinto Group. If that understanding is correct, then it still seems clear to me that our suggestion remains the most efficient means to eliminate the privilege and confidentiality problems that are presented by the subpoena to Scinto Group. If that understanding is incorrect, please let me know.

In regard to another comment in your letter, you say that "Congress does not recognize either privilege (attorney-client or accountant-client)". However, that is not my understanding of applicable rules and precedent, as discussed in footnote 1 of my letter and in CRS Report 7-5700. If you are aware of some applicable legal precedent that supports that proposition in your letter, would you please provide it, so that I can consider it as we further address this matter?

Also, your letter says that because H. Res. 461 conferred subpoena authority upon the Chair of the Select Investigative Panel, "the House has acted." It sounds as though you are taking the position that when a committee or panel is authorized to issue subpoenas, there are no limits to the scope or terms of the subpoenas it issues, and no circumstances under which such subpoenas could be questioned or invalidated, either for purposes of procedural deficiencies, application of privilege or confidentiality statutes, or the like. Am I reading your position correctly? If so, I again ask if you have legal precedent for that position, and if so would you please provide it; because, as I read the various cases discussed in CRS Report 7-5700, that is not my understanding of prior precedent in regard to congressional subpoenas. But, I am willing to review and reconsider based on what you may reference to me.

I also ask that you tell me what is the process that you anticipate, and the timing of that process. I presume, based on the fact that your letter of September 8 was sent more than two months after my letter to you of June 28, that there is not an intent to rush to initiate proceedings aimed at a contempt resolution until we have had at least a reasonable time to consider and further discuss this matter in light of your letter of September 8 and potential further communication. But, if that is not correct, and if there is an intent to move on some expedited time basis, please let me know the expected timing.

I see that your letter references a process that would include a Business Meeting of the Select Investigative Panel and a Report to the full House for consideration. But, then your letter also refers to the Chair of the Select Investigative Panel certifying "this report", presumably a

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report of the Select Investigative Panel, to the Speaker with a recommendation to certify the report to the United States Attorney. That seems to suggest two different procedures, one involving the full House and one possibly not involving the full House. Also, I do not see any reference to presentation of the matter to the Committee on Energy and Commerce before proceeding to either the full House or to the Speaker. Do you anticipate that the matter will not be presented to the Committee? Could you clarify what is the planned procedure, and the timing? Also, would you please let me know if we will have an opportunity to further or directly discuss and/or explain our objections to the subpoena at any point in the process – e.g. to the Select Investigative Panel, or to the Committee, or to the House?

Thank you.

Sincerely,

Kevin M. Murphy

cc: Heather Sawyer, Democratic Staff Director, Select Investigative Panel (via email only)

Exhibit 5.1.7

ONE HUNDRED FOURTEENTH CONGRESS

Congress of the United States

House of Representatives

COMMITTEE ON ENERGY AND COMMERCE

2125 RAYBURN HOUSE OFFICE BUILDING

WASHINGTON, DC 20515–6115

Majority (202) 225–2927

Minority (202) 225–3641

September 8, 2016

Mr. Frank Radoslovich, Esq.
Radoslovich Parker Turner, PC Attorneys
701 University Ave., Ste. 100
Sacramento, CA 95825

Dear Mr. Radoslovich:

The Select Investigative Panel, formed by H. Res. 461, has reached an impasse with StemExpress and its noncompliance with lawful congressional subpoenas. The Panel will soon proceed to schedule a Business Meeting to consider a Report recommending that the U.S. House of Representatives hold StemExpress in contempt of Congress.

On October 7, 2015, the House voted to enact H. Res. 461, which established the Select Investigative Panel and "authorized and directed [it] to conduct a full and complete investigation and study and issue a final report of its findings . . . regarding (1) medical procedures and business practices used by entities involved in fetal tissue procurement; (2) any other relevant matters with respect to fetal tissue procurement; . . . and (6) any changes in law or regulation necessary as a result of any findings made under [those investigations and studies]."[1]

In House Report 114-288 on House Resolution 461, the authority of the Panel to issue subpoenas is summarized. "Section 4 provides that rule XI of the Rules of the House of Representatives and the rules of the Committee on Energy and Commerce shall apply to the select panel in the same manner as any other subcommittee, except that the chair of the select panel (1) is authorized to authorize and issue subpoenas, including for the purpose of taking depositions; (2) may order the taking of depositions by members or counsel of the select panel and that any deposition taken pursuant to this authority will be governed by the regulations issued by the chair of the Committee on Rules; and (3) may recognize members or staff to question witnesses for periods longer than five minutes as though pursuant to clause 2(j)(2) of rule XI." The Chairman of the Panel is required to consult to the extent practicable with the ranking minority but need not gain approval prior to issuance of a subpoena.

[1] H. Res. 461, Section 3.

Pursuant to the authority delegated to it under House Resolution 461, the Select Investigative Panel is investigating whether entities that procure fetal tissue are using loopholes in federal law or engaging in business practices that have the effect of undermining the purpose of laws prohibiting the interstate transfer of any fetal tissue for valuable consideration. As part of that investigation, the Panel is examining whether 42 U.S.C. § 289g-2 is effective, or needs to be amended to better achieve the legislative goals of the statute. Under Title 42 U.S.C. § 289g-2, which is, at its heart, an accounting statute, it is unlawful for any person to knowingly acquire, receive, or otherwise transfer any fetal tissue for valuable consideration if the transfer affects interstate commerce. The term "valuable consideration" does not include reasonable payments associated with the transportation, implantation, processing, preservation, quality control, or storage of human fetal tissue.

Through publicly available information and the Select Investigative Panel's investigation, the Panel identified StemExpress, LLC ("StemExpress"), as an entity that procured fetal tissue from abortion clinics and transferred it to researchers. In accordance with its authorization under House Resolution 461, and consistent with its interest in examining whether any changes in federal laws or regulations are necessary as a result of its investigation, the Select Investigative Panel sought documents from StemExpress. As a result of StemExpress' failure to comply fully with the Panel's voluntary request for documents, the Panel was forced to subpoena StemExpress, its CEO, [redacted], and its outside accountant, Scinto Group, LLP ("Scinto") and it bank, "Five Star Bank". Despite many accommodations and much negotiation with the subpoena recipients, StemExpress and [redacted] willfully and inexcusably have refused to comply with important aspects of the Panel's congressional subpoenas. Further, after refusing to comply with the Panel's subpoena, StemExpress also has willfully and successfully attempted to convince its outside accountant, Scinto, to similarly refuse any compliance with the Panel's subpoena.

On February 16, 2016, the Select Investigative Panel first issued a subpoena to StemExpress requiring the unredacted production of, among other items, the identities of StemExpress employees involved in the procurement of fetal tissue, so that staff could interview and/or depose them to determine how, among other things, fetal tissue procurement entities such as Stem Express operated, how StemExpress calculates what constitutes "valuable consideration" under 42 U.S.C. § 289g-2, and whether such employees could provide information concerning StemExpress' business practices that could shed light on whether fetal tissue procurement entities may be using loopholes or unclarity in the law to actually make a profit on fetal tissue procurement.[2] At no time has the Select Investigative Panel threatened to expose the names of StemExpress employees for exposure's sake or otherwise; as communicated to StemExpress and its counsel, the Panel merely sought identification of various employees and their job responsibilities to be able to obtain from appropriate individuals information necessary

[2] *See* February 16, 2016 Subpoena Schedule at 2, 3, 6. For example, the subpoena sought: "Documents sufficient to show the name and title of all StemExpress current and former personnel whose responsibilities included procuring, researching, storing, packaging for donation, transport or disposal of fetal tissue, and the identify, of any supervisory personnel under whom such individuals worked." *Id.* at 2. The subpoena also called for "all communications and documents regarding any direction to Stem Express current or former personnel with respect to the procurement and disposal of fetal tissue," as well as "[a]ll communications and documents relating to StemExpress employee compensation resulting from or relating to fetal tissue samples procured by current and former StemExpress personnel or other persons or entities that transact business with StemExpress. *Id.* at 3, 6.

to the Panel's investigation. Citing safety and security concerns, the firm refused to identify such individuals. StemExpress took this position even though some employee names are already in the public domain, including as reflected in a recent article about the company in *The Washington Post*.[3]

Further, to investigate whether 42 U.S.C. § 289g-2 effectively prohibits the procurement of fetal tissue for "valuable consideration", the Select Investigative Panel also sought production of StemExpress' banking and accounting records reflecting the company's "accounts payable and/or funds received that in any way refer to or relate to the procurement, sale, donation, or distribution or shipment of fetal tissue."[4] Such information is invaluable to assist the Panel in examining business practices used by entities involved in fetal tissue procurement, and in informing the Panel's decisions concerning potential recommendations for amendments to or enactment of legislation relating to fetal tissue procurement. The Panel's first subpoena thus called for the production of all accounting records maintained by Stem Express relating to fetal tissue.[5] StemExpress declined to produce actual banking and accounting records and, instead, unilaterally produced attorney-created accounting summaries, among other summaries. After months of non-compliance without any reasonable explanation and StemExpress' continuing, willful refusal to respond to the Panel's straightforward requests for the accounting records related to fetal tissue procurement, the Chairman of the Panel wrote a letter to StemExpress demanding the production of those records, and stating that failure to produce would leave the Panel with no choice but to pursue all means necessary to compel compliance. The attorney for StemExpress stated that the firm would not produce the accounting documents unless and until a new subpoena is issued. Eventually, in response to the Chairman's entreaty for compliance, in May 2016, StemExpress made a partial production of invoices for the provision of fetal tissue to researchers. That modest, partial production, however, was incomplete, did not contain invoices for all of StemExpress' clients, and fell far short of the subpoena's request. Without comprehensive accounting and banking information, it is nearly impossible for the Select Investigative Panel to fully complete its investigation, and provide meaningful recommendations regarding legislation about fetal tissue procurement and the business practices of entities that engage in such procurement.

On March 29, 2016, the Panel issued a second subpoena to [redacted], StemExpress' founder and chief executive officer, requiring documents sufficient to identify (or, if she preferred, a list identifying) the firm's finance director, finance manager, or account manager. [redacted] refused to comply with the subpoena's requirement. That subpoena also required the production, in unredacted form, of "all communications and documents sufficient to show accounts payable and receivable concerning in any way the storage purchase or transport of fetal tissue, received by or sent by Stem Express's Director of Finance, Finance Manager, Account Manager, or equivalent positions."[6] Such information is vital for the Select Investigative Panel to assess the efficacy of § 289g-2, as is the accounting information requested from StemExpress, as confirmed by hearing witnesses during the Panel's April 20, 2016 hearing,

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[3] *See* Danielle Paquette, *A Tiny Firm Caught In Abortion War*, WASH. POST, May 29, 2016, at G1.
[4] February 16, 2016 Subpoena Schedule at 10.
[5] *See* February 16, 2016 Subpoena Schedule at 9, 12.
[6] *See* March 29, 2016 Subpoena Schedule.

"The Pricing of Fetal Tissue." Even though she is under subpoena, and despite the Panel's clear and direct need for the documents, [redacted] still refuses to comply with the Panel's subpoena.

Due to StemExpress' and [redacted]'s failure to comply with the Panel's subpoenas and their continual refusal to provide accounting information directly pertinent to the Panel's investigation and study, conducted pursuant to House Resolution 461, the Panel was forced to subpoena Scinto, StemExpress' outside accountant. Scinto has indicated that it consulted with StemExpress counsel and that StemExpress expressly instructed Scinto not to produce its financial records in response to the Panel's subpoena.

Since Stem Express has been unwilling to comply with the Panel's subpoenas and having exhausted its efforts to obtain compliance from the subpoena recipients, the Chairman of the Select Investigative Panel will recommend that StemExpress and [redacted] be held in contempt for their willful failure to fully comply with the Panel's subpoenas issued to them, and for StemExpress' willful interference with the Panel's subpoena issued to StemExpress' accountant, Scinto. The Chairman will also recommend that the Speaker of the House of Representatives, pursuant to 2 U.S.C. §§ 192 and 194, certify this report of the Select Investigative Panel to the United States Attorney for the District of Columbia, and that StemExpress and [redacted] be proceeded against in the manner and form provided by law. Should StemExpress and [redacted] seek to comply with the subpoenas please contact March Bell on [redacted].

Sincerely,

Marsha Blackburn
Chairman
Select Investigative Panel of
the Committee on Energy and Commerce

cc: The Honorable Jan Schakowsky
Ranking Member
Select Investigative Panel

Exhibit 5.1.8

FRED UPTON, MICHIGAN
CHAIRMAN

FRANK PALLONE, JR., NEW JERSEY
RANKING MEMBER

ONE HUNDRED FOURTEENTH CONGRESS

Congress of the United States

House of Representatives

COMMITTEE ON ENERGY AND COMMERCE

2125 RAYBURN HOUSE OFFICE BUILDING
WASHINGTON, DC 20515–6115
Majority (202) 225-2927
Minority (202) 225-3641

VIA EMAIL TO ATTORNEY OF RECORD

April 28, 2016

Ms. [redacted]
Founder & CEO
StemExpress
Placerville, CA 94501

Dear Ms. Dyer:

Over the last several months, we have made numerous attempts to acquire business and accounting documents from StemExpress that are necessary to complete our work at the Select Investigative Panel. All of these requests have been met with verbal and written objections from your attorneys. In light of recent public comments you have made and the consensus reached by witnesses at our April 20 hearing on *The Pricing of Fetal Tissue* that a complete review of StemExpress business and accounting documents was necessary, I am writing to personally request you turn this information over to our investigators.

On October 6, 2015, the Committee on Rules issued Report 114-288 establishing the basis for a *Select Investigative Panel* of the Energy and Commerce Committee. In that Report's "Background and Need for Legislation" section it identified several video tapes that were made public that "raise[d] most troubling questions . . ." with regard to the procurement and sale of fetal tissue. Prior to the creation of the *Select Investigative Panel*, a precursor investigation requested information and testimony from several entities, including StemExpress, a biotech company that procures fetal tissue and then resells it to researchers.

You recently were quoted in the media as saying:

"I am appalled by Chairman [Marsha] Blackburn's statement," [redacted], founder of StemExpress, told POLITICO. "StemExpress has provided over 2000 pages of material to the Senate and House committees which clearly illustrate we do not profit from the provision of fetal tissue to researchers. Unfortunately, the Select Panel continues to ignore the evidence - instead citing documents that courts have already found to be fabricated and falsified."

At our hearing held on April 20, 2016, the consensus among witnesses was that in order to get to the bottom of StemExpress involvement in the fetal tissue industry it would require the following:

1) A majority of witnesses agreed that banking records were necessary;
2) A majority of witnesses agreed that a forensic accounting review of StemExpress financial records was necessary;
3) Witnesses pointed out that although exhibits were redacted, a complete production of unredacted StemExpress business records is necessary to gain a complete understanding of whether StemExpress was profiting from the sale of baby body parts.

Although your press statement, if accurate, states that you have produced 2000 pages of documents, we have yet to receive accounting, banking and other business documents, for which subpoenas were issued to StemExpress. Instead, we have received attorney created estimates and summaries without back up materials. These summaries provide insufficient information to complete the Panel's review of the fetal tissue industry and they ignore the advice of the experts who testified at our April 20 hearing.

A comparison of "documents requested" and "documents received" was undertaken by the panel. The results of this review is visually displayed at Appendix A, attached with this letter.

Additionally, for your convenience please find documentation of the Panel's 4 month attempt to obtain compliance with its request and subpoenas attached at Appendix B.

Finally, your attorney raised a number of objections to our subpoena. Having reviewed all of these written and verbal objections, I find all of StemExpress' objections to the subpoena to be invalid and without legal merit. Please see Appendix C.

To fully comply with the subpoena, we require the production of the following missing documents:

1) Documents sufficient to reflect StemExpress' organization chart, including information detailing StemExpress personnel who procure(d) fetal tissue at the clinic level and the supervisory personnel for those procurers of fetal tissue.

2) All communications, whether internal or external, that direct or relate to a direction to StemExpress personnel to procure fetal tissue, including, but not limited to memoranda, emails, telephone messages, and purchase orders or bills of sale.

3) All StemExpress accounting records, including but not limited to accounting memoranda related to the cost and pricing of fetal tissue.

4) Copies of all invoices (by month and year), reflecting the billing that StemExpress issued to all institutions or entities to which StemExpress donated or provided fetal tissues for the following years: 2010, 2011, 2012, 2013, 2014 and 2015.

5) Copies of all invoices (by month and year) reflecting the billing or payment of funds for fetal tissues obtained by StemExpress for the following years: 2010, 2011, 2012, 2013, 2014 and 2015.

6) A copy of any chart of accounts for StemExpress, including but not limited to account descriptions from any financial recording system relating to StemExpress.

7) StemExpress' end of year trial balance report and trial balance details for the following years: 2010, 2011, 2012, 2013, 2014 and 2015.

8) All documents reflecting StemExpress' statement of revenues (i.e., a breakdown by product categories) for the following years: 2010, 2011, 2012, 2013, 2014 and 2015.

9) All documents reflecting StemExpress' record of costs and expenses (i.e., a breakdown by operations, including fetal tissue acquisition) for administrative costs and expenses as well as compensation and benefits, for the following years: 2010, 2011, 2012, 2013, 2014 and 2015. Where applicable, records should include identification of vendors and descriptions of expenses.

10) StemExpress' balance sheets for the following years: 2010, 2011, 2012, 2013, 2014 and 2015. Audited statements should be provided, if available.

11) StemExpress' income statements, including but not limited to any profit and loss statements, statements of operations and statements of activities for the following years: 2010, 2011, 2012, 2013, 2014 and 2015. Audited statements should be provided, if available.

12) Copies of StemExpress' filed tax returns for the following years: 2010, 2011, 2012, 2013, 2014 and 2015.

13) All StemExpress bank statements from any financial institution where StemExpress has maintained an account for the following years: 2010, 2011, 2012, 2013, 2014 and 2015.

14) Documents sufficient to show how StemExpress calculates(d) the cost of a fetal tissue and all factors applied in determining pricing of fetal tissue. In lieu of these documents, you may provide a written explanation.

Please produce them no later than the close of business on May 12, 2016. Failure to comply will leave the Panel with no choice but to pursue all means necessary to compel compliance.

Respectfully yours,

Marsha Blackburn
Chair
Select Investigative Panel

cc: The Honorable Jan Schakowsky

Appendix A

STEMEXPRESS PRODUCTION LOG

Document Requested	Received
A list of all entities, including firms, corporations, non-profit organizations, and educational institutions, from which StemExpress receives or procures fetal tissue.	NO
A list of all entities, including firms, corporations, non-profit organizations, and educational institutions, to which StemExpress sells or donates fetal tissue	NO
A list of all entities, including firms, corporations, non-profit organizations, and educational institutions, to which StemExpress transferred, subcontracted or sold any business interest or business assets related to the procurement or sale of fetal tissue.	NO
An organization chart that details StemExpress personnel that procure fetal tissue at the clinic level and the supervisory personnel for those procurers of fetal tissue	YES (both with no names)
All communications, whether internal or external, that direct StemExpress personnel to procure fetal tissue, including, but not limited to memoranda, emails, telephone messages, and purchase orders or bills of sale.	NO
All specific requests made to StemExpress for fetal tissue made by any and all firms, corporations, non-profit organizations, educational institutions, or other entities, including, but not limited to, order lists, billing records, payment records, payment vouchers, and receipts.	NO

Document Requested	Received
All documents relating to the purchase, ownership, or rental by StemExpress of equipment involving fetal tissue research, the preparation of fetal tissue for research, the modification of fetal tissue into cell lines, or any other actions taken by StemExpress related to fetal tissue, including but not limited to, the date the equipment was purchased, its purchase price, its maintenance costs, and records of the depreciation treatment under the tax code of any such equipment.	NO
All accounting records including accounting memoranda related to the cost and pricing of fetal tissue.	NO
All specific requests made to StemExpress for fetal tissue made by any and all firms, corporations, non-profit organizations, educational institutions, or other entities, including, but not limited to, order lists, billing records, payment records, payment vouchers, and receipts.	NO
All documents relating to the purchase, ownership, or rental by StemExpress of equipment involving fetal tissue research, the preparation of fetal tissue for research, the modification of fetal tissue into cell lines, or any other actions taken by StemExpress related to fetal tissue, including but not limited to, the date the equipment was purchased, its purchase price, its maintenance costs, and records of the depreciation treatment under the tax code of any such equipment.	NO
An inventory record of all fetal tissues obtained, sold, or retained by StemExpress, as well as an inventory of current fetal tissue including, in particular, any records that refer to multiple tissue samples or organs or body parts harvested from a single fetus.	NO

Document Requested	Received
List of all institutions or entities to whom you have donated or provided fetal tissues for the five years ended 2010, 2011, 2012, 2013, 2014 and 2015.	NO
Copies of all transaction logs and invoices (by month and year) you issued to all institutions or entities to whom you have donated or provided fetal tissues for the five years ended 2010, 2011, 2012, 2013, 2014 and 2015.	NO
List of all institutions or entities from whom you have obtained fetal tissues for the five years ended 2010, 2011, 2012, 2013, 2014 and 2015.	YES
A copy of your chart of accounts including account descriptions from your financial recording system.	NO
Trial balance and trial balance details for the five years ended 2010, 2011, 2012, 2013, 2014 and 2015.	NO
Statement of revenues – breakdown by product (fetal tissue) categories for the five years ended 2010, 2011, 2012, 2013, 2014 and 2015.	NO
Record of expenses – breakdown by operations (including fetal tissue acquisition), administration, as well as compensation and benefits for the five years ended 2010, 2011, 2012, 2013, 2014 and 2015. Where applicable, record should include vendors and description of expenses.	NO
Balance sheet for the five years ended 2010, 2011, 2012, 2013, 2014 and 2015. Audited statements should be provided, if available.	NO

Document Requested	Received
Income statement (or profit & loss statement, or statement of operations) or statement of activities) for the five years ended 2010, 2011, 2012, 2013, 2014 and 2015. Audited statements should be provided, if available.	NO
Copies of filed tax returns for the five years ended 2010, 2011, 2012, 2013, 2014 and 2015.	NO
All monthly bank statements from all banks where you own accounts for the five years ended 2010, 2011, 2012, 2013, 2014 and 2015.	NO
Explain your cost structure and factors applied in determining the cost of a fetal tissue.	NO
All communications and documents relating to StemExpress employee compensation resulting from or relating to fetal tissue samples procured by current and former StemExpress personnel or other persons or entities that transact business with StemExpress.	NO
All communications and documents that identify any federal, state, or local government funds received, directly or indirectly, by StemExpress.	YES
All communications referring or relating to abortion or fetal tissue between StemExpress and any federal, state, or local government officials or employees.	YES
All communications and documents regarding any direction to StemExpress current or former personnel with respect to the procurement or disposal of fetal tissue.	NO

Document Requested	Received
All communications and documents that StemExpress utilizes to obtain patient consent for fetal tissue at any clinic.	YES
All communications and documents, including but not limited to accounting memoranda, referring or relating to the cost and pricing of fetal tissue by StemExpress	NO
All communications and documents, sorted by customer, referring or relating to requests or orders made to StemExpress regarding fetal tissue and the amount paid by each customer to StemExpress.	NO
All communications and documents referring or relating to the purchase, ownership, or rental by StemExpress of equipment for the storage, disposal, modification, or research of fetal tissue, including equipment price, purchase date, maintenance costs, and records of the depreciation treatment under the tax code of any such equipment.	NO
Documents sufficient to show any known litigation in which StemExpress is named as a party, including any threatened or anticipated litigation. Should StemExpress wish to produce a list of such litigation, including appropriate docket information, in lieu of documents, it may do so.	YES
All communications and documents referring or relating to Independent Review Board consents for the period of March 29, 2012 through January 26, 2013.	YES
All communication and documents referring or relating to Biomedical Research Institute of America, BioMed IRB, or BioMed Institutional Review Board.	NO

Document Requested	Received
The name(s) of all persons who serve as Director of Finance, Finance Manager, Accountant Manager, or equivalent position(s).	**NO**
All communications and documents to or from the Director of Finance, Finance Manager, Accountant Manager, or equivalent position(s).	**NO**

Appendix B

History of Select Panel Attempt to Gain Cooperation for Stem Express.

The Select Panel requested on December 17, 2015, documents since January 1, 2010, from StemExpress, including a list of where it obtained fetal tissue, where it distributed fetal tissue, and all communications related to the procurement and distribution of fetal tissue. In a December 18, 2015, letter to the Select Investigative Panel, StemExpress' attorneys called the original document request "overbroad." In a December 21, 2015 conference call with Panel staff, the attorneys for StemExpress explained that they **would not produce** the identity of any names of the entities from which they received fetal tissue, and that StemExpress' clients (those to whom they distributed fetal tissue) were covered by non-disclosure agreements (NDAs) and, thus, they **would not produce** those names. During that conference call, the Panel agreed to narrow the scope of its request, and to a rolling production, but did not agree to forego the identity of the sources or end uses of fetal tissue.

During a January 11, 2016 conference call with Panel staff, counsel for StemExpress stated it **would not produce** the names of entities from which it received fetal tissue, or the clients that were covered by NDAs; staff explained that was unacceptable. In a January 15, 2016, production (the second of its rolling productions), StemExpress stated it **"will not be voluntarily providing the names"** of where it obtained fetal tissue, and repeated that its contracts with clients "are subject to non-disclosure agreements and, therefore, cannot be voluntarily produced." In a February 1, 2014 production (the third of its rolling productions) StemExpress only produced communications dating from 2014, and those were replete with **large redactions**. In at least two instances, **entire pages were redacted**. During a February 9, 2016, the Select Panel's Staff Director told StemExpress' attorney that refusing to produce the names of the entities from which it received, and to whom it distributed, fetal tissue was unacceptable, as was redacting large portions of the requested communications.

As a result, the Select Investigate Panel was forced to issue a subpoena on February 12, 2016 which required the production in an unredacted form of 12 items. Despite that explicit legal instruction, StemExpress' production was replete with redations. **Your firm flatly refused to produce one item, and produced an attorney-created accounting report, rather than required accounting documents.**

On April 11, 2016, the Select Investigative Panel issued two additional subpoenas: one to the firm, and the other to you personally. The subpoenas collectively called for the production of four items. **You outright refused to fully comply with the subpoena issued to you personally**; and, once again, produced an attorney-created accounting report, rather than required documents.

Appendix C

Objections to Congressional Subpoenas are Invalid

Your attorney has made numerous objections to the Panel's document requests and subpoenas. Please take notice of the mateials below that explain the law with respect to Congressional investigations.

Scope Objections

As best we can discern, your communication through counsel make four general objections. First, that the vast majority of documents demanded "are far outside the seeming scope of [the Panel's] Congressional purpose . . . ." Such an objection is wholly without merit, and documents responsive to the Subpoena must be produced forthwith.

The Panel's investigation and its Subpoena are well within its constitutional power and within the scope of its authority. The U.S. House of Representatives performs a quintessentially legislative role. *See, e.g.*, U.S. Const. art. I, § 1 ("All legislative Powers herein granted shall be vested in a Congress of the United States, which shall consist of a Senate and House of Representatives."); *see also, e.g., id.* art. I, § 7 (outlining legislative process). Inherent in its legislative role, the House maintains a "power of inquiry . . . as penetrating and far-reaching as the potential power to enact and appropriate under the Constitution." *Eastland v. U.S. Servicemen's Fund*, 421 U.S. 491, 504 n.15 (1975); *see also McGrain v. Daugherty*, 273 U.S. 135, 174 (1927) ("the power of inquiry—with process to enforce it—is an essential and appropriate auxiliary to the legislative function"). Indeed, the Supreme Court "has often noted that the power to investigate is inherent in the power to make laws because a legislative body cannot legislate wisely or effectively in the absence of information respecting the conditions which the legislation is intended to affect or change." *Eastland*, 421 U.S. at 504 (quotation marks and brackets omitted).

To be constitutionally valid, a congressional subpoena must only (i) be properly authorized in accordance with House Rules, and (ii) seek information pertinent to a valid legislative purpose within the jurisdiction of the particular committee. *See Wilkinson v. United States*, 365 U.S. 399, 408-09 (1961). Such is the case here.

The House, through its rules, has delegated relevant substantive legislative jurisdiction, and its full investigative powers to the Select Panel. *See generally* Rules of the House of Representatives, 114th Cong. (2015) ("House Rules"), *available at* http://clerk.house.gov/legislative/house-rules.pdf.[1] As adopted by the House, H. Res. 461

[1] The House Rules are promulgated pursuant to the Rulemaking Clause, U.S. Const. art. I, § 5, cl. 2 ("Each House may determine the Rules of its Proceedings . . . ."). The Rulemaking Clause provides a "broad grant of authority," *Consumers Union of the U.S., Inc. v. Periodical Correspondents' Ass'n*, 515 F.2d 1341, 1343 (D.C. Cir. 1975), that sits "[a]t the very core of our constitutional separation of powers," *Walker v. Jones*, 733 F.2d 923, 938 (D.C. Cir. 1984) (MacKinnon, J., concurring in part and dissenting in

created the Panel and "authorized and directed [the Panel] to conduct a full and complete investigation . . . regarding— (1) medical procedures and business practices used by entities involved in fetal tissue procurement; [and] (2) any other relevant matters with respect to fetal tissue procurement . . . ." To this end, House Rules authorize the Chairman of the Panel "to authorize and issue subpoenas."

Here, the Chairman of the Select Panel authorized the issuance of the Subpoena to StemExpress. That Subpoena seeks materials pertinent to the Committee's investigation into the fetal tissue industry, which plainly is within its legislative and oversight jurisdiction. The Select Committee's investigative judgment, of course, generally cannot be questioned. *See Eastland*, 421 U.S. at 506 (citing *Tenney v. Brandhove*, 341 U.S. 367, 378 (1951)).

Safety & Security Objections

Stem Express objects on the ground that it desires to stem the risk of harm that might flow from the public disclosure of materials. However, the Panel is not "the public," and, as a legal matter, disclosure of these materials to the Panel does not implicate the stated concerns. Courts repeatedly have held that disclosure of information to a congressional committee is not a "public disclosure." *See, e.g., F.T.C. v. Owens-Corning Fiberglass Corp.*, 626 F.2d 966, 970 (D.C. Cir. 1980) (holding that executive agency "may not deny Congress access to confidential documents, including those that contain trade secrets," because "[r]elease to a congressional requestor is not a public disclosure forbidden by section 6(f) of the [Federal Trade Commission] Act"); *Exxon Corp.*, 589 F.2d at 585-86 (similar); *Ashland Oil, Inc. v. F.T.C.*, 548 F.2d 977, 979 (D.C. Cir. 1976) (per curiam) (similar). Indeed, courts have presumed just the opposite is true—that "[o]nce documents are in congressional hands . . . 'committees of Congress will exercise their powers responsibly and with due regard for the rights of affected parties.'" *Owens-Corning Fiberglass Corp.*, 626 F.2d at 970 (quoting *Exxon Corp.*, 589 F.2d at 589); *see also, e.g., Jaymar-Ruby, Inc. v. F.T.C.*, 496 F. Supp. 838, 845 (N.D. Ind. 1980) ("[W]hile Courts have held that as a matter of law, it cannot be presumed that private persons will honor commitments not to disclose information, Courts do presume that government officials will honor similar commitments.") (internal citation omitted).

This presumption reflects the general deference due to a coordinate branch of government, as well as the specific concern that "the judiciary must refrain from slowing or otherwise interfering with the legitimate investigatory functions of Congress." *Owens-Corning Fiberglass Corp.*, 626 F.2d at 970; *see also Exxon Corp.*, 589 F.2d at 588-89. Thus, absent some actual showing that Congress intends to make documents public—a showing which plainly is lacking here—courts have rejected the notion that documents provided to Congress inevitably will be made public. *See, e.g., Exxon Corp.*, 589 F.2d at 589; *Ashland Oil, Inc.*, 548 F.2d at 979.[2]

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part). Rules promulgated pursuant to the Rulemaking Clause, within constitutional limitations, are "absolute and beyond the challenge of any other body or tribunal." *United States v. Ballin*, 144 U.S. 1, 5 (1892); *see also United States v. Smith*, 286 U.S. 6, 33 (1932) (same).

[2] Consistent with this principle, the judiciary has deferred to congressional interests in two other areas of federal law involving access to private or confidential information. First, courts routinely have permitted congressional committees to obtain secret grand jury materials protected under Rule 6(e) of the Federal Rules of Criminal Procedure. *See, e.g., In re Request for Access to Grand Jury Materials*, 833 F.2d 1438,

1444 (11th Cir. 1987); *In re Grand Jury Investig. of Ven-Fuel*, 441 F. Supp. 1299, 1307-08 (M.D. Fla. 1977); *In re Report & Recommendation of June 5, 1972 Grand Jury Concerning Transmission of Evidence to the House of Representatives*, 370 F. Supp. 1219, 1226 (D.D.C. 1974). Second, courts have recognized that executive agencies do not forfeit their ability to withhold documents from public scrutiny under the Freedom of Information Act simply by providing the information to congressional committees. *See, e.g.*, *Fla. House of Representatives v. U.S. Dep't of Commerce*, 961 F.2d 941, 946 (11th Cir. 1992); *Murphy v. Dep't of Army*, 613 F.2d 1151, 1158-60 (D.C. Cir. 1979).

Exhibit 5.1.9

[Extracted from a NAF 2014 conference brochure]

[Extracted from a NAF 2015 conference brochure]

Exhibit 5.28

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IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF ORANGE,

CENTRAL JUSTICE CENTER

THE PEOPLE OF THE STATE OF CALIFORNIA, Plaintiff, vs. DV BIOLOGICS, LLC; DAVINCI BIOSCIENCES, LLC; [redacted]; [redacted] and DOES 1-10 Defendants	Case No.: **CIVIL COMPLAINT FOR VIOLATIONS OF BUSINESS AND PROFESSIONS CODE SECTION 17200 (UNLAWFUL, UNFAIR AND FRAUDULENT BUSINESS PRACTICES)** *Filing Fees Exempt (Govt. Code § 6103)*

The People of the State of California, by and through Tony Rackauckas, District Attorney for the County of Orange, hereby allege as follows:

INTRODUCTION

1. DV Biologics, LLC and DaVinci Biosciences, LLC obtained aborted fetus donations from Planned Parenthood and turned those donations into a profit-driven business. They did so by selling tissues and stem cells from the heart, lungs, kidneys, brain, intestines, skeletal muscle and bones of the aborted fetus donations. The companies advertised and sold

these "prenatal products" from 2009-2015 to companies all around the world, earning hundreds of thousands of dollars in revenue.

2. Although donations are permitted, the sale of fetal tissue and cells for "valuable consideration" is illegal under both California and federal law. (Cal. Health & Safety Code § 125320; 42 U.S.C. § 289g-2.) These laws were adopted to address the "significant ethical and policy concerns" that arose with the legalization of stem cell research and "to ensure that researchers have the tools necessary to fulfill the promise of stem cell research" -- an objective that cannot be achieved if stems cells are too expensive for the scientific community to acquire for research purposes. (Stats 2002, ch. 789 [S.B. No. 253] § 1 (g)-(h).)

3. Nonetheless, Defendants pressed onward, year-after-year, in an attempt to beat their "competition" and increase margins -- just as any profit-seeking enterprise may otherwise attempt to do. Indeed, rather than limiting their income on these sales, the companies intentionally set their prices as high as possible in an effort to maximize their profits. Sales and marketing staff were hired, paid commissions, and pressured to "push" sales in order to meet increasing revenue objectives every year. They were encouraged to offer discounts, coupons, and sales-pricing on fetal "products" to move "inventory" more quickly as well.

4. The business was lucrative. To be sure, fetal stem cell "products" were routinely sold at a 10-fold, or higher, mark-up over the minimal costs that were required to handle, process and distribute these "products" for sale. The company also charged packaging and handling fees, as well as marked-up shipping fees, so as to earn a little extra profit on every transaction.

5. It is estimated that the companies sold hundreds of different fetal tissue and stem cell "products" for valuable consideration in violation of the law. Each unlawful sale is a separate act of unlawful and unfair competition under California's Business and Professions Code Section 17200 for which civil penalties and injunctive relief are warranted and hereby sought by way of this Complaint.

JURISDICTION AND VENUE

6. At the relevant time period in this case, Defendants transacted business, employed workers and/or controlled a place of business in the County of Orange, in the state of California.

The unlawful conduct -- involving the unlawful sale of fetal tissue for valuable consideration -- occurred in the County of Orange, in the state of California at the Defendants' place of business.

7. Jurisdiction and venue are proper in this Court pursuant to California Code of Civil Procedure Sections 395 and 395.5 because the conduct giving rise to liability occurred in the County of Orange at the Defendants' places of business located at [redacted].

PARTIES

8. Tony Rackauckas, as District Attorney for the County of Orange, acting to protect the public from unlawful, unfair, or fraudulent business practices, brings this action in the public interest on behalf of the People. As such, the Plaintiff in this action includes the People of the State of California and the County of Orange (hereinafter, the "Plaintiff" or the "People").

9. Incorporated in November 2007, Defendant DaVinci Biosciences, LLC, is a Delaware Limited Liability Company with its principal place of business, as of June 24, 2015, located at [redacted], in the County of Orange. Prior to June 2015, the principal place of business for DaVinci Biosciences was located at [redacted] in the County of Orange. The company filed an application for registration with the California Secretary of State in 2007; however, the California Franchise Tax Board forfeited the entity's powers, rights and privileges on July 28, 2015 and the entity's powers, rights and privileges have remained forfeited ever since.

10. Defendant DV Biologics, LLC was incorporated in Delaware on March 3, 2009, and shares its principal place of business, as of June 24, 2015, with DaVinci Biosciences, located at [redacted], in the County of Orange. Prior to June 2015, the principal place of business for both companies was located at [redacted] in the County of Orange. The company filed an application for registration with the California Secretary of State in 2009; however, the California Franchise Tax Board forfeited the entity's powers, rights and privileges on November 3, 2014 and the entity's powers, rights and privileges have remained forfeited ever since.

11. DaVinci Biosciences is jointly owned and managed by [redacted] and [redacted]. [redacted] and [redacted] also own and manage DV Biologics. The two companies share the same office space, employees, and management. The organization charts of both companies, demonstrating the unity of ownership, management and employees, in 2015 is attached hereto as **Exhibit A**. There is no separate accounting of the financials of the two companies; the accounting of revenue and expenses for both companies is 100% commingled. There is thus a unity of ownership and sharing of management, operations, revenues and expenses between the two companies such that there is little to no separation between the two. The two companies are alter egos of one another and are collectively referred to herein as "DV" or "Defendants."

12. Since 2012, the two companies also share office space, employees and operations with a third company called "TheBioBox LLC." TheBioBox LLC is a Delaware Limited Liability Company incorporated in 2012 which is doing business in California as a stem cell bank and laboratory. Defendant [redacted] is the President of TheBioBox. [redacted] applied to register TheBioBox as a foreign Limited Liability Company in the state of California in November 2012; however, the California Franchise Tax Board forfeited the entity's powers, rights and privileges on August 1, 2016 and the entity's powers, rights and privileges have remained forfeited ever since.

13. Defendant [redacted] is one of the founding members of the DV Defendants. In January 2011, he became the President of both companies and at all relevant time periods thereafter, he was the officer and manager in control of the business operations and activities of the DV Defendants. [redacted], along with the other family members, managed and controlled the financial decisions, books and records for the DV companies from the time they were formed until the present date. [redacted] exercised control over the DV companies and directly participated in their operations by attending several business strategy and sales meetings at the California DV headquarters, facilitating an audit of the value of DV's inventory, and by requiring regular financial and other reports from DV employees from approximately 2009 to the

present date. [redacted] filed and signed, as President, the most recent Statement of Information for both DV Defendants with the California Secretary of State on January 31, 2011.

14. Defendants [redacted] are father and son. Both [redacted] participated in the founding of the DV Defendants with [redacted], who is the brother of [redacted] and also the son of [redacted] In January 2011, "[redacted]" was designated as a manager and/or member of both companies and at all relevant time periods thereafter, has been one of the official managing members of the companies in control of the business operations and activities of the DV employees. [redacted], and [redacted], along with other family members, managed and controlled the financial decisions, books and records for the DV companies from the time they were formed until the present date. Both [redacted], and [redacted], exercised control over the DV companies and directly participated in their operations by working in concert with [redacted] to manage the companies, by attending several business strategy and sales meetings at the California DV headquarters, auditing the value of DV's inventory, and reviewing regular financial and other reports from DV employees from approximately 2009 to the present date. The individual defendants are collectively referred to herein as the "Isaias Defendants."

15. Plaintiff is ignorant of the true names and capacities of Defendants sued herein as DOES 1-10. inclusive, and therefore sues these Defendants by such fictitious names. Plaintiff will amend this complaint to allege their true names and capacities when ascertained.

GENERAL ALLEGATIONS

16. DaVinci Biosciences started doing business in Orange County as a biotechnology research and development laboratory in 2008. The company did not sell any products, or earn any revenue, but rather, dedicated its resources to "the discovery and development of cell-based therapeutics … that aid in the treatment of human degenerative disorders." (DV 2012 Business Plan.)

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17. According to the company's website:

> DaVinci Biosciences, LLC is dedicated to improving the quality of life for individuals suffering from degenerative disease and injury. Through responsible research and development, we strive to be innovative leaders in biotechnology and regenerative medicine; renowned worldwide for our scientific and medical achievements and contributions to the health and well-being of communities.

(http://dvbiosciences.com.) In particular, the company is "investigating the use of stem cells to treat patients suffering from" diseases like cardiovascular disease, neurological disease, autoimmune disease, as well as spinal cord injuries, arthritis and other sports injuries. (http://dvbiosciences.com/ clinical-applications /cardiovascular-diseases.).

18. A stem cell is "an unspecialized cell that gives rise to differentiated cells." (Merriam-Webster.com.) There are adult, embryonic and fetal stem cells in humans. Adult stem cells are located in blood, bone marrow and fatty tissues, and generally "act as a repair system for the body, replenishing adult tissues." (https://en.wikipedia.org/wiki/Stem_cell.) Embryonic stem cells are "derived from the inner cell mass of a blastocyst, an early stage embryo" which exists "4-5 days post fertilization." (*Id.*) Fetal stem cells may be located in the "organs of fetuses," "the tissue of the fetus proper" or "extraembryonic membranes." (*Id.*)

19. There is a "right to conduct stem cell research" in the State of California. (Cal. Const. Art. 35 § 5.) The research is believed to hold great promise for the future of medicine. According to DV's 2012 Business Plan, "[s]tem cells or cell therapies have been used for greater than 40 years" for the treatment of disease, and the "cell-based" market related thereto is estimated "to be in the several billion dollar range." (*Id.*)

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A. DaVinci Obtained And Used Aborted Fetus Donations From Planned Parenthood For Their Stem Cell Research

20. DaVinci Biosciences secured its first fetal tissue donations from Planned Parenthood in late 2008 for its research. DV continued to receive fetal tissue donations on a regular basis from Planned Parenthood until 2015. The companies obtained adult tissue samples from donations procured from local hospitals and/or tissue donation centers.

21. Since its founding, the work of DaVinci Biosciences has resulted in two published scientific papers. In its 2014 published study, DaVinci Biosciences reported the results of their initial research on "17- to 18-week-old pre-natal small intestine tissue made available from elective medical abortions," finding "that these cells are a potential in vitro model for drug discovery and development, and possibly in cell transplantation and tissue engineering studies." (Nasrallah et al., *Human Prenatal Small Intestine Cell as a Valuable Source of Stem Cells and Epithelial Cells: Phenotypic and Functional Characterization*, CELL & TISSUE TRANSPLANTATION & THERAPY 2014:6, at pp.1-9.) On July 8, 2015, the company announced that "their paper on 'Stem Cells Targeting Inflammation as Potential Anti-Aging Strategies and Therapies' has been accepted for publication in the peer-reviewed journal Cell & Tissue Transplantation & Therapy." (http:// www. dvbiologics.com/blog/2015/07/published-paper-stem-cells-targeting-inflammation-potential-anti-aging-strategies-therapies/.) The company reports that they are the "first to publish on the process of using stem cells as anti-aging strategies." (*Id.*)

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B. DV Biologics Was Launched In 2009 To Provide A Revenue Stream To The Research And Development Company

22. In early 2009, the [redacted] Defendants and DaVinci's then-manager and "CEO" [redacted], among others, collaborated and decided to expand the DaVinci business to include a revenue-driven unit. They decided to start selling products derived from the cells and tissues they were already collecting, processing, storing and using for research purposes. DV Biologics was then incorporated as the sister company to DaVinci Biosciences to generate income using the already established infrastructure of DaVinci Biosciences. DV Biologics began "commercial operations in May 2009 with a minimal product inventory and no marketing or sales." (DV 2012 Business Plan, at p.18.)

23. A few months later, DV launched its first marketing campaign to start producing sales. According to their marketing plan: "The marketing challenge for [2009-2010] will be to introduce our products in a politically conscious way given that the material is both human and in some cases pre-natal derived .... [¶] The challenge will be to form a sales tactic team, infiltrate markets ... to change existing buyer's outlook and purchasing behaviors ... [and to make] human cell-derived products well understood and appear worthy of any additional cost to purchase." (DV Biologics Marketing Plan 2009-2010.)

24. The companies hired an outside marketing consultant to develop marketing materials, including a catalog, to support their sales effort. The 2010 catalog was posted on the company's website in January 2010 and sent to various sales leads in an effort to drive sales.

25. In addition to "post-natal" and diseased tissues and cells, DV advertised the sale of numerous "pre-natal" "products," including fetal "tissue-derived cells" as part of their LIFEbank™ brand. Prenatal tissue and cells from fetal heart, brain, lungs, kidneys, liver, large

intestines, small intestines, skin, skeletal muscle and bones were all offered for sale. They advertised prices in a range as low as $40/vial for "Total RNA" cells from several fetal parts to as high as $1,100/vial for specific cells from fetal brain tissue. Most "products" were priced somewhere in the middle of this range, including, *e.g.*, $300-375/vial for fetal lung cells; $300-450/vial for fetal kidney cells; $500-700/vial for fetal heart cells; and $250-700/vial for fetal liver cells.

26. From one fetus donation, DV created dozens of different types of prenatal "products," and hundreds of individual units of each type for sale. DV was able to do so with a limited number of labor hours (ranging from approximately 2-9 labor hours per "product") and at very minimal costs (usually less than $20/vial). With just a few hours of time, and very little cost, therefore, DV scientists created hundreds of vials of fetal stem cells, which they packaged separately for sale on a per vial basis. DV maintained an inventory of vials "in stock," in one or two refrigerated locations (provided by DaVinci Biosciences) until sold. If they ran out of inventory, they could "easily" make more units from the prior fetus donations or secure a new donation to meet customer demands.

27. In addition to charging a price for each vial/unit of "product," DV also separately charged between $50-75 per purchase order for the "packaging and handling" and "dry ice" used to facilitate the delivery of the products to their customers. An additional "freight" or "shipping charge" was assessed to some customers as well.

28. Between 2009 and 2011, sales revenues nearly tripled as the business started to take shape. "Sales increased 59% in 2011 from 2010" and the DV "product catalog ha[d] grown to greater than 48 pages for 2011-2012." (DV 2012 Business Plan, at p.18.) Defendants sold both adult-derived and fetal-derived tissues and cells to pharmaceutical companies and academic

institutions around the world through a network of distributors. By the end of 2011, DV had 13 worldwide distributors in place and the majority of its revenue was earned from international sales. (*Id.*, at p.2.)

C. Management's 2012-2013 Directive To Push Sales, Beat The Competition, And Increase Revenue Drives Business Forward

29. In late 2011, at the direction of and with the knowledge and participation of the [redacted] Defendants, DV executives met to strategize a business plan going forward. According to their 2012 Business Plan developed shortly thereafter, the Defendants' "3 year goals [were] to infiltrate the cell-based market, be a major competitor in the cell-based therapies and tools market for improving health and quality of life, and provide a healthy and conservative balance sheet." (DV 2012 Business Plan, at p.2.) Their "objective" was to develop their "business units into revenue and value generating subsidiaries." (*Id.*, at p.6.)

30. They planned to achieve these goals by "hiring a commercial representative" and/or "a dedicated sales/marketing person," increasing "the amount of marketing" and the "number of distributors throughout the world and tak[ing] advantage of the internet, distributors, newsletters, educational presentations, and direct marketing/sales." (*Id.*, at p.2) They planned "on penetrating the local American market" by securing a United States distributorship agreement. (*Id.*, at p.6.) DV Biologics was required to "market no less than 10 new products yearly." (*Id.*, at p.24.) Management set forth these directives with the "aim to increase sales yearly by no less than 30% each year for the next 3 years ..." (*Id.*, at p.6.)

31. By 2012, DV Biologics had over 500 products in its inventory "with some 13,900 units available," for sale -- an inventory that DV "valued at much greater than $4.4 Million

dollars." (*Id.*, at p.6.) At one point, based on an audit facilitated by the [redacted] Defendants, the companies believed the value of the inventory could be as high as $10 million.

32. DV started implementing the directives of the 2012 Business Plan, including retaining additional sales personnel and increasing their marketing efforts by distributing their catalog, newsletters, product brochures and other materials at conferences, via email or by publishing the materials on their website.

33. There was little competition for the sale of many of their prenatal derived "products," so the company began a push to sell their prenatal stem cells as part of their direct marketing efforts. A fall 2012 newsletter, for instance, was distributed that featured small intestine epithelial cells (pD0015-F) for diabetes and weight control research. In late 2012, the DV catalog was also amended to more prominently highlight the distinction between prenatal derived and post-natal derived stem cells for their customers.

34. With a new "Regional Sales Manager" on board in early 2013, the Defendants then implemented a "2013 Sales Launch Plan" to further increase sales. "The primary objective of this plan" was to "help DV Biologics meet or exceed its bottom-line goals & objectives," including a goal to "[g]enerate $550,000 in gross revenue by the end of 2013." (2013 Sales Launch Plan, at p.6.) In addition to improving their "selling techniques," the 2013 Plan called for the hiring of two additional Sales Managers and focusing their efforts on selling "the hottest selling products" (which included, among others, DV's prenatal cardiac cells and small intestine epithelial cells). The 2013 Plan also documented the expectation that the "sales team will go 'above & beyond' what is generally expected," including engaging in "heavy prospecting" to generate "leads" and secure sales. (2013 Sales Launch Plan, at pp.9 & 11.)

35. Beginning in 2012, and continuing for years thereafter under the updated marketing and sales plans, there was a consistent top-down push for staff to sell more "product" and increase revenue. Beginning in 2013, sales staff were also financially incentivized to sell as much as possible by the payment of commissions.

36. From 2012-2015, DV advertised and successfully sold numerous "products," including both "prenatal" and "postnatal" human tissues, cells and systems. A copy of DV's 2013-2014 Catalog is attached hereto as **Exhibit B,** and is fully incorporated herein by reference. "Products" were sold to pharmaceutical companies, academic institutions and distributors both domestically and in countries around the world, including Japan, China, Singapore, Korea, Germany, Switzerland, Spain, Australia, Netherlands, Canada, and the United Kingdom.

37. Although DV did not achieve all of its optimistic revenue goals, their marketing efforts paid off. In both 2013 and 2014, the company grossed in excess of $400,000 in revenue, which was double the gross revenues earned in 2012. In 2015, DV continued its upward momentum and reached its earlier goal to exceed $550,000 in gross revenues. When subtracting the cost of goods sold, DV produced a gross profit on sales every year, except 2012.

38. From 2009-2015, the Defendants also collected approximately $56,678.09 in "packing and handling" fees, which was marked-up approximately 50% over the actual cost of packing and handling. Specifically, DV incurred a total cost of $26,740.92 for packing and handling, and thus profited on the "packing and handling" fees in the amount of approximately $30,000. As a reward to its employees, Defendants also paid commissions on the profits they earned from the packing and handling charges from 2013-2015.

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D. It Is Illegal To Sell Fetal Tissue And Cells For Valuable Consideration Under Both Federal And State Law

39. Under California Health and Safety Code Section 125320:

> (a) A person may not knowingly, for valuable consideration, purchase or sell embryonic or cadaveric fetal tissue for research purposes pursuant to this chapter.
>
> (b) For purposes of this section, "valuable consideration" does not include reasonable payment for the removal, processing, disposal, preservation, quality control, storage, transplantation, or implantation of a part.
>
> (c) Embryonic or cadaveric fetal tissue may be donated for research purposes pursuant to this chapter.
>
> (Cal. Health & Safety Code § 125320.)

40. If the "transfer [of fetal tissue] affects interstate commerce" it is also a violation of federal law to "knowingly acquire, receive or otherwise transfer any human fetal tissue for valuable consideration." (42 U.S.C. § 289g-2(a).) As above, "valuable consideration" does not include "reasonable payments associated with the transportation, implantation, processing, preservation, quality control, or storage of human fetal tissue." (42 U.S.C. § 289g-2(e)(3).)

41. The term "human fetal tissue" is defined broadly to include any "tissue or cells obtained from a dead human embryo or fetus after a spontaneous or induced abortion, or after a stillbirth." (42 U.S.C. § 289g-1(g).) The term "tissue" is also broadly defined generally to "mean[] a human cell, group of cells, including the cornea, sclera, or vitreous humor and other segments of, or the whole eye, bones, skin, arteries, sperm, blood, other fluids, and any other portion of a human body ..." (Cal. Health & Safety Code § 1635(c).)

42. DV knowingly sold hundreds of fetal tissue and stem cell "products" for valuable consideration in violation of these laws.

E. Defendants Set Prices For Fetal "Products" Arbitrarily, Without Any Attempt To Comply With The Law, In An Effort To Maximize Their Profits And Sales

43. In setting the prices for their prenatal "product" sales, DV ignored both federal and state laws that restrict earning "valuable consideration" on such sales entirely. There was no attempt to limit the prices charged on any of their prenatal "product" sales, or related fees, only to "reasonable payments associated with the transportation, implantation, processing, preservation, quality control, or storage of human fetal tissue" as the law requires. Indeed, there was no separate accounting for any such allowable charges conducted to support the prices DV charged for prenatal tissues and cells at all.

44. Instead, the majority of sales prices were arbitrarily set initially by the Director of Research and Development for DaVinci Biosciences, [redacted], who set prices based on the "market" value and what other potential "competitors" charged on similar research "tools." In a 2011 email he explained that he relied on the competitors to "do the analysis" on what prices to charge because "[i]f we were to price out each one it would be extremely time consuming."

45. Prices were also intentionally set as high as possible to leave room to offer discounts and negotiate a lower price so as to ensure a profit on sales even with discounts. According to DV's Chief Executive Officer, [redacted]'s, 2010 directive: when setting prices: "we always negotiate from the top down."

46. Given this price-as-high-as-possible strategy, in an effort to drive sales, DV offered numerous discounts, including distributor discounts (20-30%); first time buyer discounts (10-15%); and bulk purchase discounts (sometimes as high as 50%). The company also regularly offered "sales" pricing promotions, including, for example, a "25% off" summer sale

and "25% off" fall promotion in 2013. Sales staff were given wide flexibility in using discounts in order to close a sale, because they all knew they still ended up "on top."

47. As a result of the pricing structure and the various discounts available, the same "product" was randomly sold to different customers at different prices. The highest prices were typically charged to U.S. customers and educational institutions, while the deepest discounts were offered to international distributors in countries all around the world. Yet, the allowable costs to produce the same "product" did not vary from customer to customer. Thus, only the margin of profit changed, depending on the ultimate price that was negotiated, for each particular sale.

48. Sales personnel knew they were making money on sales, even despite large discounts. For example, in an October 2009 email exchange between DaVinci's Business Development Manager, [redacted], and CEO, [redacted], regarding the pricing of prenatal bone cDNA (pM007-cD), [redacted] confirmed her understanding that "it costs us roughly $25 per unit to manufacture and we are selling for $170." She said offering a 30-40% discount price "would leave us with a margin profit of $94-77 per unit" and if they increase the discount to 50%, they "would still have a marginal profit of $60 per unit."

49. [redacted] also routinely mentioned how "easily" they could create tissue-derived "products" for sale when discussing pricing. In an email exchange in April 2014 regarding a promotional discount on "chondrocytes and muscle progenitors," [redacted] explained: "margins on both products are much higher than 50%. The costs range from $40-50 per vial and we sell them at a 10 fold mar[k] up."

50. In July 2014, DV executives [redacted] and Vice President of Sales, [redacted], specifically discussed the pricing of prenatal renal (kidney) fibroblasts via email.

[redacted] explained that they were currently selling the "product" for $350/vial. He said there was no competition for this "product," the cost to make one vial of the postnatal fibroblast was only "in the range of 40 dollars a vial," and thus he recommended they raise the price to $375/vial. [redacted] said he would work on a pricing formula "based on infrastructure, hours spent and intellectual property" but noted: "1000% gross does not seem unreasonable based on infrastructure and lack of competition." Consistent with DV's maximize-the-price culture, [redacted] also said "if the market can handle a higher price then we will go with [that] since we will be giving discounts to the distributors." After this discussion, the 2015 list price for prenatal kidney fibroblasts was set at $450/vial.

51. In 2014 and early 2015, DV's management reviewed the actual cost, including labor, to produce products for purposes of evaluating more specifically the current pricing and their profit margins. The detail was reviewed and edited by [redacted] and presented in a report to [redacted] on January 14, 2015 entitled "Pricing per Product FINAL." Only one prenatal "product" type that was analyzed ("RNA products") at or around this time frame appeared to be selling below cost. For the remaining fetal products analyzed, it was clear that there was a substantial profit margin being earned on the prenatal sales, most of which were selling at a profit margin of 70% or more.

F. DV Sold Hundreds Of Units Of Fetal Tissue And Cells For Valuable Consideration

52. From August 2012 to October 2015, it is estimated, using DV's 2015 "Pricing per Product FINAL" analysis (the "2015 Analysis") that DV sold approximately 500 fetal tissue/cell "products" for valuable consideration.

53. For example, one of DV's 2015 "Top Seller" "products" was "Human Cardiomyocytes" cells (pC008-F) derived from fetal heart tissue donations. According to DV's

2015 Analysis, DV can produce 40 vials in a lot, at a cost (including labor) of $25.92 per vial. From 2012-2015, DV sold this "product" at prices of $350/vial (50% off pricing); $490/vial (distributor discount pricing); $560/vial; $595/vial (15% off discount pricing); and $700/vial. Profits on these sales ranged from $324.08 to $674.08 per vial, not including any profits earned on packaging and handling or any other fees charged.

54. One of DV's other 2015 "Top Seller" "products" included "Human Cardiac Progenitor" cells (pC0015-F) derived from fetal heart tissue donations. According to DV's 2015 Analysis, DV can produce 10 vials in a lot, at a cost (including labor) of $62.31 per vial. From 2012-2015, DV sold this "product" at prices of $455/vial; $520/vial; $552.50/vial and $650/vial. Profits on these sales ranged from $392.69 to $587.69 per vial, not including any profits earned on packaging and handling or any other fees charged.

55. Another "Top Seller" included "Human Whole Liver Cells" (pD001-F) derived from fetal liver tissue donations. According to DV's 2015 Analysis, DV can produce 10 vials in a lot, at a cost (including labor) of $18.46 per vial. From 2012-2015, DV sold this product at prices of $125/vial; $175/vial and $200/vial. Profits on these sales ranged from $106.54 to $181.54 per vial, not including any profits earned on packaging and handling or any other fees charged.

56. Similarly, for DV's "Top Seller" "Human CD34 Positive Cells" (pD002-F) derived from fetal liver tissue donations, DV could prepare 10 vials in a lot at a cost (including labor) of $126.17 per vial. DV sold this product at prices of $225/vial and $360 per vial, earning the Defendants a profit between $98.83 and $233.83 per vial on these sales, not including any profits earned on packaging and handling or any other fees charged.

57. DV's "Top Selling" "Stomach cells (uncultured)" (pD005-F), derived from fetal stomach tissue donations, sold for $210, $225 and $240 per vial. Ten vials could be produced in a lot of this product at a cost of $18.46 per vial (including labor). DV earned a profit in a range of $191.54 and $221.54 per vial for these product sales, not including any profits earned on packaging and handling or any other fees charged.

58. "Human Small Intestine Cells (uncultured)" (pD007-F) and "Human Large Intestine Cells (uncultured) (pD008-F), both derived from fetal intestine tissue donations could be produced for sale at a volume of 10 per lot and at a cost (including labor) of $18.46 per vial. These were also "Top Sellers." Prices of $210/vial, $255/vial and $300/vial were charged for these sales, earning DV a profit ranging from $191.54 to $281.54, not including any profits earned on packaging and handling or any other fees charged.

59. Another "Top Seller" included DV's "Human Small Intestine Epithelial Cells" (pD0015-F), also derived from fetal intestine tissue donations. Defendants produced 10 vials in a lot of this product at a cost of $35.91 per vial (including labor). From 2012-2015, DV charged various prices for this "product," including $297.50/vial (50% off discount pricing); $560/vial; $595/vial; $630/vial and $700/vial, therefore profiting in a range of $261.59 to $664.09 per vial on these sales, not including any profits earned on packaging and handling or any other fees charged.

60. With the exception of some of DV's "Total RNA" (-R) fetal tissue derived products, and a handful of free samples that were distributed at a loss, based on its own cost and profit-margin analysis, Defendants profited by large margins on the vast majority of its sales of fetal tissue stem cell "products" from 2009-2015. Defendants knowingly sold each of these "products" with the specific intent to profit on such sales. Each of the 500 prenatal "products"

that were sold for valuable consideration between August 2012 and the present date is a separate violation of both California and federal law for which civil penalties and an injunction preventing any further violations are sought by way of this action.

CAUSES OF ACTION

FIRST CAUSE OF ACTION

(Violation Of Business And Professions Code Section 17200

Against All Defendants)

61. Plaintiff realleges the allegations of paragraphs 1 through 60 above as though fully set forth herein.

62. From 2009-2015, Defendants advertised and sold hundreds of fetal tissue stem cell "products" at prices well in excess of the allowable "reasonable payment for the removal, processing, disposal, preservation, quality control, transplantation or implantation of a part." For every such sale, Defendants sold fetal tissue for valuable consideration in violation of California Health and Safety Code Section 125320 and 42 U.S.C. Section 289g-2.

63. Defendants' conduct was knowing and intentional and in complete disregard of the law. Indeed, rather than attempt to limit their income on sales to allowable amounts, Defendants ignored their legal obligations entirely and affirmatively set forth, at the direction of the [redacted] Defendants, a business objective and plan to profit on their sales efforts. From 2009 to 2015, the company acted on these intentions with increasing efforts, resulting in hundreds of profitable sales of fetal tissue and stem cell "products" from 2009-2015. The Isaias Defendants had an obligation and duty to ensure that their companies complied with all such laws, but failed to prevent the violations and knowingly encouraged the unlawful activity to continue. Indeed, throughout, the pressure to make money selling "products" on DV employees was driven by the Isaias Defendants and the other "funding brothers."

64. Defendants' failure to comply with California Health and Safety Code Section 125320 and 42 U.S.C. Section 289g-2 amounts to an unlawful, unfair and fraudulent business practice under California Business and Professions Code Section 17200.

65. The People hereby seek civil penalties of up to $2,500 per violation to the maximum extent permitted by law for Defendants' illegal sales from August 2012 to the present date. It is estimated that DV sold 503 fetal tissue "products" for valuable consideration between August 2012 and the present date, and each such sale is a separate violation.

66. Additionally, the Defendants operated the DV companies without paying all required taxes/fees required for the right to transact business in California, thus resulting in the forfeiture of their rights and powers in the State by the California Franchise Tax Board. (Cal. Rev. & Tax Code §§ 23001 *et seq.*; Cal. Rev. & Tax Code §§ 25101; Cal. Corp. Code §§ 2100 *et seq.*; Cal. Corp. Code §§ 2258-2259.) For every day after November 3, 2014, when the DV Defendants operated their "product" sales business, and for every day after July 28, 2015 when the DV Defendants operated their stem cell research company, without paying all required taxes/fees and thereby reinstating their "powers, rights and privileges" forfeited by the California Franchise Tax Board, Defendants committed further unlawful, unfair and/or fraudulent business practices under California Business and Professions Code Section 17200. The People hereby further seek civil penalties of up to $2,500 per violation for every day the DV Defendants transacted business in the State with a "forfeited" status.

67. The People further hereby seek all appropriate injunctive relief pursuant to Business and Professions Code Section 17203 to prevent any further unlawful activity and any applicable restitution in an amount to be determined at trial.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment against Defendants, and each of them, as follows:

1. For civil penalties and restitution in an amount to be determined at trial;
2. An order enjoining Defendants, and each of them, from further violation of California and Federal laws concerning the sale of fetal tissue and cells and from continuing to engage in business in California while their powers rights and privileges remain forfeited;

3. An award of costs and any other applicable fees for prosecuting this action; and

4. Any such other relief as the Court may deem just and proper.

DATED: October 11, 2016

TONY RACKAUCKAS, DISTRICT ATTORNEY
COUNTY OF ORANGE, STATE OF CALIFORNIA

By: [redacted]

Deputy District Attorney

Exhibit 5.29

SUBPOENA

BY AUTHORITY OF THE HOUSE OF REPRESENTATIVES OF THE CONGRESS OF THE UNITED STATES OF AMERICA

To DV Biologics, LLC

You are hereby commanded to be and appear before the

Committee on Energy and Commerce

Select Investigative Panel on Infant Lives

of the House of Representatives of the United States at the place, date, and time specified below.

☑ **to produce the things identified on the attached schedule** touching matters of inquiry committed to said committee or subcommittee; and you are not to depart without leave of said committee or subcommittee.

Place of production: 316 Ford House Office Building, Washington, DC 20515

Date: May 23, 2016 Time: 5:00 P.M.

☐ **to testify at a deposition** touching matters of inquiry committed to said committee or subcommittee; and you are not to depart without leave of said committee or subcommittee.

Place of testimony: _____

Date: _____ Time: _____

☐ **to testify at a hearing** touching matters of inquiry committed to said committee or subcommittee; and you are not to depart without leave of said committee or subcommittee.

Place of testimony: _____

Date: _____ Time: _____

To United States Marshals or any authorized staff member

_____ to serve and make return.

Witness my hand and the seal of the House of Representatives of the United States, at the city of Washington, D.C. this 15th day of May, 2016.

Marsha Blackburn

Chairman or Authorized Member

Attest:

Karen L. Haas

Clerk

PROOF OF SERVICE

Subpoena for
DV Biologics, LLC

Address c/o R. Joseph Burby, IV, attorney of record, Bryan Cave

1201 W. Peachtree Street, N.W., Atlanta, GA 30309

before the Committee on Energy and Commerce

Select Investigative Panel on Infant Lives

U.S. House of Representatives
114th Congress

Served by (print name) _____

Title _____

Manner of service _____

_____

Date _____

Signature of Server _____

Address _____

_____

DV Biologics, LLC

In accordance with the attached schedule, instructions, and definitions, you, DV Biologics, LLC. ("DV"), are required to produce all documents in unredacted form described below:

1) Documents sufficient to show all entities, including firms, corporations, non-profit organizations, and educational institutions, from which DV receives or procures fetal tissue.[1] DV may produce a list of such entities in lieu of documents.

2) Documents sufficient to show all entities, including firms, corporations, non-profit organizations, and educational institutions, to which DV sells or donates fetal tissue. DV may produce a list of such entities in lieu of documents.

3) Documents sufficient to show all entities, including firms, corporations, non-profit organizations, and educational institutions, to which DV transferred, subcontracted or sold any business interest or business assets related to the procurement or sale of fetal tissue. DV may produce a list of such entities in lieu of documents.

4) Documents sufficient to reflect DV organization chart, including information detailing DV personnel that procure(d) fetal tissue at the clinic level and the supervisory personnel for those procurers of fetal tissue.

5) All communications, whether internal or external, that direct or relate to a direction to DV personnel to procure fetal tissue, including, but not limited to memoranda, emails, telephone messages, and purchase orders or bills of sale.

6) All DV accounting records, including accounting memoranda related to the cost and pricing of fetal tissue.

7) Documents sufficient to show all institutions or entities to which DV donated or provided fetal tissues for the following years: 2010, 2011, 2012, 2013, 2014 and 2015. You may provide a list of such institutions and entities in lieu of producing these documents.

8) Copies of all invoices (by month and year), reflecting the billing that DV issued to all institutions or entities to which DV donated or provided fetal tissues for the following years: 2010, 2011, 2012, 2013, 2014 and 2015.

9) Documents sufficient to show all institutions or entities from which DV obtained fetal tissues for the following years: 2010, 2011, 2012, 2013, 2014 and 2015. You may provide a list of such institutions and entities in lieu of producing these documents.

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[1] Please note that, for the purposes of this request, the term "fetal tissue" includes tissue, organs, body parts, and cell lines. *See* Definition ¶7.

10) Copies of all invoices (by month and year) reflecting the billing or payment of funds for fetal tissues obtained by for the following years: 2010, 2011, 2012, 2013, 2014 and 2015.

11) A copy of any chart of accounts for DV, including but not limited to account descriptions from any financial recording system relating to DV.

12) DV's end of year trial balance report and trial balance details for the following years: 2010, 2011, 2012, 2013, 2014 and 2015.

13) All documents reflecting DV's statement of revenues (i.e., a breakdown by product categories) for the following years: 2010, 2011, 2012, 2013, 2014 and 2015.

14) All documents reflecting DV's record of costs and expenses (i.e., a breakdown by operations, including fetal tissue acquisition) for administrative costs and expenses as well as compensation and benefits, for the following years: 2010, 2011, 2012, 2013, 2014 and 2015. Where applicable, records should include identification of vendors and descriptions of expenses.

15) DV's balance sheets for the following years: 2010, 2011, 2012, 2013, 2014 and 2015. Audited statements should be provided, if available.

16) DV's income statements, including but not limited to any profit and loss statements, statements of operations and statements of activities for the following years: 2010, 2011, 2012, 2013, 2014 and 2015. Audited statements should be provided, if available.

17) Copies of DV's filed tax returns for the following years: 2010, 2011, 2012, 2013, 2014 and 2015.

18) All DV bank statements from any financial institution where DV has maintained an account for the following years: 2010, 2011, 2012, 2013, 2014 and 2015.

19) Documents sufficient to show how DV calculates(d) the cost of a fetal tissue and all factors applied in determining pricing of fetal tissue. In lieu of these documents, you may provide a written explanation.

20) All specific requests made to DV for fetal tissue made by any and all firms, corporations, non-profit organizations, educational institutions, or other entities, including, but not limited to, order lists, billing records, payment records, payment vouchers, and receipts.

21) All documents relating to the purchase, ownership, or rental by DV of equipment involving fetal tissue research, the preparation of fetal tissue for research, the modification of fetal tissue into cell lines, or any other actions taken by DV related to fetal tissue, including but not limited to, the date the equipment was purchased, its purchase price, its maintenance costs, and records of the depreciation treatment under the tax code of any such equipment.

22) An inventory record of all fetal tissues obtained, sold, or retained by DV, as well as an inventory of current fetal tissue including, in particular, any records that refer to multiple tissue samples or organs or body parts harvested from a single fetus.

23) All records related to any fetal tissue or cell lines procured or sold from twin fetuses.

24) All documents relating to rent or site fees paid to entities from which DV obtained, sold, or donated fetal tissue.

25) All training materials used by DV for the procurement of fetal tissue, preparation of fetal tissue, storage of fetal tissue, and training materials or guidance documents related to DV Staff relations with personnel or patients at the source entities from which fetal tissue is procured.

26) All communications and documents referring or relating to Institutional Review Board (IRB), as defined by Title 45 of the Code of Federal Regulations, Part 46, consents for the period of March 29, 2012 through January 26, 2013.

Instructions

1) The relevant time period for above-referenced documents is January 1, 2010, to the present.

2) If there are no responsive documents, provide a written explanation detailing why no such documents exist.

3) In complying with this subpoena, you are directed that no document may be redacted in any way except that that all patient information protected by the American Health Portability and Accountability Act of 1998 (HIPAA) shall be redacted.

4) In complying with the subpoena, be apprised that the U.S. House of Representatives and the Committee on Energy and Commerce, Select Investigative Panel on Infant Lives ("Select Panel") do not recognize any of the non-disclosure privileges associated with the common law, with the Freedom of Information Act, with attorney client privilege, or contractual privileges such as non-disclosure agreements.

5) In complying with this subpoena, you are directed to produce all responsive documents that are in your possession, custody, or control, whether held by you or your past or present agents, employees, and representatives acting on your behalf. You are also directed to produce records that you have a legal right to obtain, that you have a right to copy or to which you have access, as well as records that you have placed in the temporary possession, custody, or control of any third party.

6) No records, documents, data or information called for by this request shall be destroyed, modified, removed, transferred or otherwise made inaccessible to the Select Panel.

7) In the event that any entity, organization or individual denoted in this subpoena has been, or is also known by any other name than that herein denoted, the subpoena shall be read also to include them under that alternative identification.

8) Each document produced shall be produced in a form that renders the document capable of being copied.

9) Documents produced in response to this subpoena shall be produced together with copies of file labels, dividers or identifying markers with which they were associated when this subpoena was served. To the extent that documents were not stored with file labels, dividers, or identifying markers, they shall be organized into separate folders by subject matter prior to production.

10) All documents or groups of documents, produced shall be identified by the paragraph number in the Attachment to the subpoena to which the documents, or groups of documents, are responsive.

11) It shall not be a basis for refusal to produce documents that any other person or entity also possesses non-identical or identical copies of the same document.

12) If any of the subpoenaed information is available in machine-readable or electronic form (such as on a computer server, hard drive, CD, DVD, memory stick, or computer back-up tape), you shall consult with Select Panel staff to determine the appropriate format in which to produce the information. Documents produced in electronic format shall be organized, identified, and indexed electronically in a manner comparable to the organizational structure called for in Paragraphs 8 and 9 above. Documents produced in an electronic format shall also be produced in searchable format.

13) If compliance with the subpoena cannot be made in full, compliance shall be made to the extent possible, and your production shall be accompanied by a written explanation of why full compliance is not possible.

14) In the event that a document is withheld on any basis, provide the following information concerning each and every such document withheld from production: (a) the reason the document is not being produced; (b) type of document; (c) general subject matter; (d) date, author and addressee; and (e) relationship of author and addressee to each other.

15) If any document responsive to this subpoena was, but no longer is, in your possession, custody, or control, identify the document (stating its date, author, subject and

recipient(s)) and explain the circumstances by which the document ceased to be in your possession, custody, or control.

16) If a date or other descriptive detail set forth in this subpoena referring to a document is inaccurate, but the actual date or other descriptive detail is known to you or is otherwise apparent from the context of the request, you should produce all documents which would be responsive as if the date or other descriptive detail were correct.

17) This request is continuing in nature and applies to any newly-discovered information. Any record, document, compilation of data or information, not produced because it has not been located or discovered by the return date, shall be produced immediately upon location or discovery subsequent thereto.

18) All documents shall be Bates-stamped sequentially and produced sequentially.

19) Two sets of responsive records shall be produced, one set to the Majority staff and one set to the Minority staff. The Majority set shall be delivered to Majority staff in Room 316 of the Ford House Office Building and the Minority set shall be delivered to the Minority staff at 361 Ford House Office Building. You shall consult with the Select Panel staff regarding the method of delivery prior to sending any material.

20) Upon completion of the document production, you must submit a written certification, signed by you or your counsel, stating that: (1) a diligent search has been completed of all documents in your possession, custody, or control which reasonably could contain responsive documents; (2) documents responsive to the request have not been destroyed, modified, removed, transferred, or otherwise made inaccessible to the Select Panel since the date of receiving the Select Panel's request or in anticipation of receiving the Select Panel's request, and (3) all documents identified during the search that are responsive have been produced to the Select Panel, identified in a log provided to the Select Panel, as described in Paragraph 14 above.

Definitions

1) The term "document" means any written, recorded, or graphic matter of any nature whatsoever, regardless of how recorded, and whether original or copy, including but not limited to, the following: memoranda, reports, expense reports, books, manuals, instructions, financial reports, accounting and financial records of any kind (including checks (front and back), wire transfers, cash or check payments or receipts, and check requests), working papers, records, notes, letters, notices, confirmations, telegrams, receipts, appraisals, pamphlets, magazines, newspapers, prospectuses, interoffice and intra-office communications, electronic mail ("e-mail"), instant messages, text messages, calendars, contracts, cables, notations of any type of conversation, telephone call,

meeting or other communication, bulletins, printed matter, computer printouts, invoices, transcripts, diaries, analyses, returns, summaries, minutes, bills, accounts, estimates, projections, comparisons, messages, correspondence, press releases, circulars, financial statements, reviews, opinions, offers, studies and investigations, questionnaires and surveys, power point presentations, spreadsheets, and work sheets. The term "document" includes all drafts, preliminary versions, alterations, modifications, revisions, changes, and amendments to the foregoing, as well as any attachments or appendices thereto. The term "document" also means any graphic or oral records or representations of any kind (including, without limitation, photographs, charts, graphs, voice mails, microfiche, microfilm, videotapes, recordings, and motion pictures), electronic and mechanical records or representations of any kind (including, without limitation, tapes, cassettes, disks, computer server files, computer hard drive files, CDs, DVDs, back up tape, memory sticks, recordings, and removable computer media such as thumb drives, flash drives, memory cards, and external hard drives), and other written, printed, typed, or other graphic or recorded matter of any kind or nature, however produced or reproduced, and whether preserved in writing, film, tape, electronic format, disk, videotape or otherwise. A document bearing any notation not part of the original text is considered to be a separate document. A draft or non-identical copy is a separate document within the meaning of this term.

2) The term "documents in your possession, custody or control" means (a) documents that are in your possession, custody, or control, whether held by you or your past or present agents, employees, officers, directors, contractors, consultants, or representatives acting on your behalf; (b) documents that you have a legal right to obtain, that you have a right to copy, or to which you have access; and (c) documents that have been placed in the possession, custody, or control of any third party.

3) The term "communication" means each manner or means of disclosure, transmission, or exchange of information, in the form of facts, ideas, opinions, inquiries, or otherwise, regardless of means utilized, whether oral, electronic, by document or otherwise, and whether face-to-face, in a meeting, by telephone, mail, e-mail, instant message, text message, discussion, release, personal delivery, or otherwise.

4) The terms "and" and "or" should be construed broadly and either conjunctively or disjunctively as necessary to bring within the scope of this request any information which might otherwise be construed to be outside its scope. The singular includes the plural number, and vice versa. The masculine includes the feminine and neuter genders.

5) The terms "person" or "persons" mean natural persons, firms, partnerships, associations, limited liability corporations and companies, limited liability partnerships, corporations, subsidiaries, divisions, departments, joint ventures, proprietorships, syndicates, other

legal, business or government entities, or any other organization or group of persons, and all subsidiaries, affiliates, divisions, departments, branches, and other units thereof.

6) The term "DV" includes DV Biologics, LLC and any affiliates or related entities, all referred to herein, both individually and collectively, as "DV".

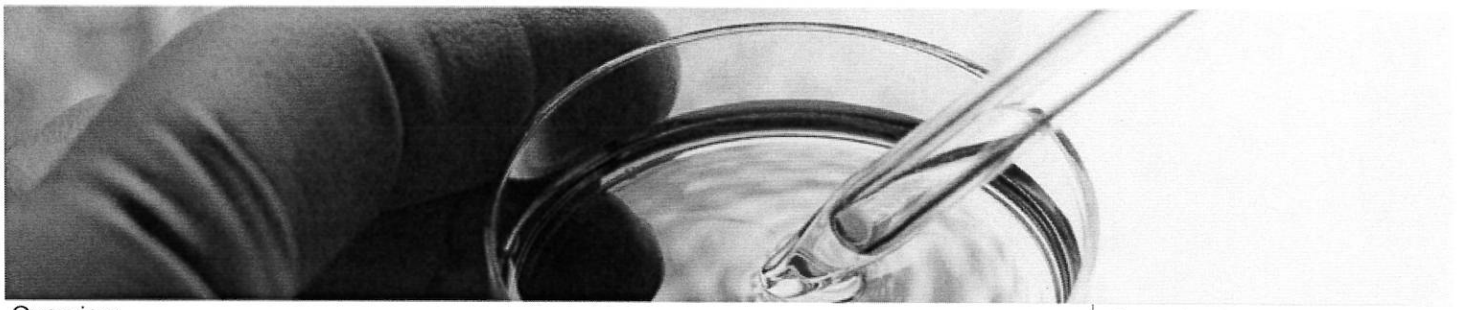
7) The term "fetal tissue" means tissue, organs, body parts, and cell lines.

8) The term "study" or "proposal" means any work or regime of biomedical research that led to a report or memoranda, whether published or not.

9) The terms "referring" or "relating," with respect to any given subject, mean anything that constitutes, contains, embodies, reflects, identifies, states, refers to, deals with, or is in any manner whatsoever pertinent to that subject.

10) The terms "you" and "your" refer to DV Biologics, LLC, as defined herein, whether known by this name or a different name, its past and present officers, directors, employees, consultants, contractors, agents, representatives, subsidiaries, and/or parents.

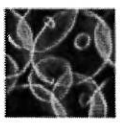
Exhibit 5.30



Overview

LIFEbank Products

LIFEbank is a collection of product lines which include tissue-derived, cell-based, genomics, transcriptomics, and proteomic biological tools produced from a diverse range of human specimens from multiple pathological and genetic states and various developmental stages.



LIFEbank CELLULAR SYSTEMS

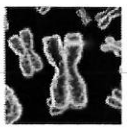
A line of normal, non-diseased, human-derived primary cells and cultured cells for research. Each product is classified according to classical anatomy systems such as hematopoetic, endocrine, neural, etc. and further classified according to their cell lineage and developmental stage.

Neural	Hematopoietic	Urinary
Cardiovascular	Skeletal Muscle	Digestive
Integumentary	Reproductive	Pulmonary

LIFEbank GENOMIC/PROTEOMIC SYSTEMS

Each product is from a single source and non-pooled. All products are validated under strict quality assurance and control parameters, providing customers with reliable, quality products for reproducible results with maximum impact. LIFEbank GENOMIC/PROTEOMIC SYSTEMS products are classified into categories based on their cell lineage and developmental stage.

Neural	Hematopoietic	Urinary	Endocrine
Cardiovascular	Skeletal Muscle	Digestive	Miscellaneous
Integumentary	Reproductive	Pulmonary	Lymphatic



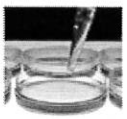
LIFEbank DISEASE-SPECIFIC SYSTEMS

Offers customers disease-specific cells and cultured cells for the most accurate study of particular medical and pharmaceutical research objectives, such as the specific study of endocrine or neurological disorders i.e. Diabetes, Parkinson's Disease, ALS, etc. Click here to view our November 2009 Newsletter with detailed information on our LIFEbank Disease-Specific Systems.

- LIFEbank CELLULAR SYSTEMS (58)
- LIFEbank GENOMIC/PROTEOMIC SYSTEMS (100)
- LIFEbank DISEASE-SPECIFIC SYSTEMS (180)
- CELLUTIONS MEDIA (28)

Questions? Contact Us or email info@dvbiologics.com

Neurological	Genetic	Congenital	Degenerative
Oncogenic	Autoimmune	Cardiovascular	Blood
Muscular	Endocrine	Metabolic	



CELLUTIONS MEDIA

A line of optimized media products designed specifically for maximum growth and maintenance of human-derived primary and cultured cells. DV Biologics also provides media options for culture, growth and differentiation of various progenitor cell types. Each product is classified according to classical anatomical systems such as neural, stromal (hematopoietic), skeletal and cardiac muscle, fibroblast, epithelial, etc. DV Biologics' custom media provide your cells with the best possible growth and differentiation requirements for results that are guaranteed. In addition, we also carry conditioned media that will facilitate your differentiation experiments.

Cardiac Muscle Media Hematopoietic Media
Skeletal Muscle Media Integumentary Media
Neural Media

To request LIFEbank Products, please send an email to: **orders@dvbiologics.com**.

Adipose Stromal Cells

SKU: AA002-F

Adipose Stromal Cells 500,000 cells/vial... More Details

$375.00

Quantity 1 Add to cart

Adrenal Gland Cells (Uncultured)

SKU: AE006-F

Adrenal gland cells are derived from dissociated... More Details

$850.00

Quantity 1 Add to cart

Adrenal Gland Tissue cDNA

SKU: AE001-CD

DV Biologics cDNA is synthesized from a... More Details

$350.00

Quantity 1 Add to cart

Adrenal Gland Tissue Lysate

SKU: AE001-L

DV Biologics cell and tissue lysates are... More Details

$260.00

Quantity 1 Add to cart

Adrenal Gland Tissue Total RNA

SKU: AE001-R

DV Biologics total RNA passes extensive... More Details

$400.00

Quantity 1 Add to cart

Adult Tenocytes

SKU: AM014-F

Tendon cells or tenocytes are fibroblastic-like... More Details

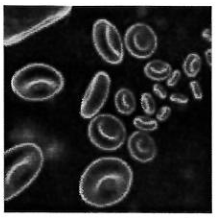
$650.00

Quantity 1 Add to cart

Categories

- LIFEbank CELLULAR SYSTEMS (58)
  - Cardiovascular (37)
  - Digestive (29)
  - General (30)
  - Endocrine (31)
  - Integumentary (30)
  - Hematopoietic (33)
  - Neural (29)
  - Urinary (31)
  - Skeletal Muscle (38)
  - Reproductive (31)
  - Pulmonary (29)
- LIFEbank GENOMIC/PROTEOMIC SYSTEMS (100)
- LIFEbank DISEASE-SPECIFIC SYSTEMS (180)
- CELLUTIONS MEDIA (28)

Questions? Contact Us or email info@dvbiologics.com



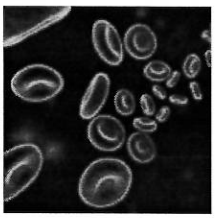
Aorta Tissue Total RNA

SKU: AC003-R

DV Biologics total RNA passes extensive... More Details

$300.00

Quantity 1 Add to cart



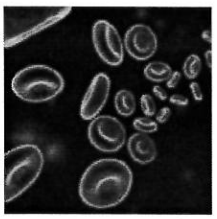
Bone Marrow Mononuclear Cells

SKU: AH002-F-10

Bone Marrow Mononuclear Cells 10 x 10^6 cells ... More Details

$150.00

Quantity 1 Add to cart



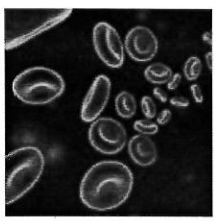
Bone Marrow Mononuclear Cells

SKU: AH002-F-2.5

Bone Marrow Mononuclear Cells 2.5 x 10^6 cells... More Details

$50.00

Quantity 1 Add to cart



Bone Marrow Mononuclear Cells

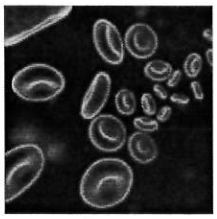
SKU: AH002-F-MD-10

The bone marrow mononuclear cells are... More Details

$300.00

Quantity 1 Add to cart

1 2 3 4 5 6 next › last »



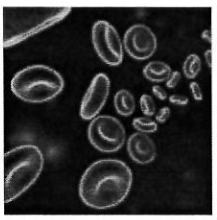
Bone Marrow Mononuclear Cells

SKU: AH002-F-MD-2.5

The bone marrow mononuclear cells are isolated by... More Details

$100.00

Quantity 1 Add to cart



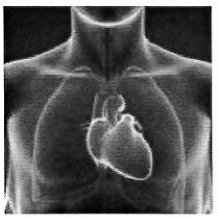
Bone Marrow Stromal Cells

SKU: AH005-F

Bone Marrow Stromal Cells 500,000 cells/vial ... More Details

$500.00

Quantity 1 Add to cart



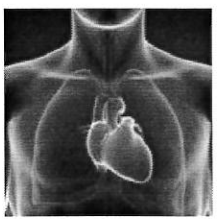
Cardiac Progenitor Cells

SKU: AC015-F

Cardiac Progenitor Cells 500,000 cells/vial... More Details

$800.00

Quantity 1 Add to cart



Cardiac Stromal Cells

SKU: AC009-F

Cardiac Stromal Cells 500,000 cell/vial... More Details

$700.00

Quantity 1 Add to cart

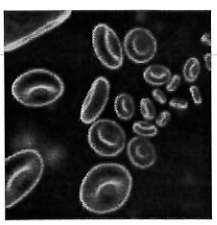
Cardiomyocytes

SKU: AC008-F

Cardiomyocytes 500,000 cells/vial Postnatal... More Details

$850.00

Quantity 1 Add to cart



CD34(-) Bone Marrow Cells

SKU: AH008-F

Bone marrow mononuclear cells of a single donor... More Details

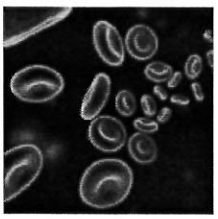
$200.00

Quantity 1 Add to cart

Categories

- LIFEbank CELLULAR SYSTEMS (58)
  - Cardiovascular (37)
  - Digestive (29)
  - General (30)
  - Endocrine (31)
  - Integumentary (30)
  - Hematopoietic (33)
  - Neural (29)
  - Urinary (31)
  - Skeletal Muscle (38)
  - Reproductive (31)
  - Pulmonary (29)
- LIFEbank GENOMIC/PROTEOMIC SYSTEMS (100)
- LIFEbank DISEASE-SPECIFIC SYSTEMS (180)
- CELLUTIONS MEDIA (28)

Questions? Contact Us or email info@dvbiologics.com



CD34+ Bone Marrow Cells

SKU: AH003-F

Post-natal derived 500,000 cells The CD34... More Details

$800.00

Quantity 1 Add to cart

Chondrocytes

SKU: AM006-F

Chondrocytes 1.0x10^6 cells Postnatal... More Details

$750.00

Quantity 1 Add to cart

Cortical Epithelial Cells Total RNA

SKU: AU003-R

DV Biologics total RNA passes an extensive... More Details

$350.00

Quantity 1 Add to cart

Cortical Kidney Epithelial Cell Total RNA

SKU: AU003-R

DV Biologics total RNA passes an extensive... More Details

$350.00

Quantity 1 Add to cart

« first ‹ previous 1 2 3 4 5 6 next › last »

Cortical Kidney Epithelial Cells

SKU: AU003-F

The cortex of a kidney of a single donor is... More Details

$600.00

Quantity 1 Add to cart

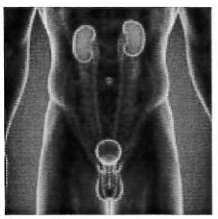
Cortical Kidney Epithelial Cells cDNA

SKU: AU003-CD

DV Biologics cDNA is synthesized from a highly... More Details

$375.00

Quantity 1 Add to cart



Cortical Kidney Epithelial Cells Lysate

SKU: AU003-L

DV Biologics cell and tissue lysates are prepared... More Details

$375.00

Quantity 1 Add to cart

Endometrial Menstrual Cells

SKU: AR007-F

Endometrial Menstrual Cells 500,000 cells/vial... More Details

$550.00

Quantity 1 Add to cart

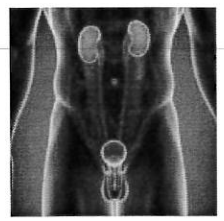
Kidney Cells

SKU: AU017-F

Kidney tissue of a single donor is dissociated... More Details

$650.00

Quantity 1 Add to cart



Kidney Cells (Uncultured)

SKU: AU001-F

Kidney Cells (Uncultured) 5.0 × 10^5 cells... More Details

$525.00

Quantity 1 Add to cart

Categories

- LIFEbank CELLULAR SYSTEMS (58)
  - Cardiovascular (37)
  - Digestive (29)
  - General (30)
  - Endocrine (31)
  - Integumentary (30)
  - Hematopoietic (33)
  - Neural (29)
  - Urinary (31)
  - Skeletal Muscle (38)
  - Reproductive (31)
  - Pulmonary (29)
- LIFEbank GENOMIC/PROTEOMIC SYSTEMS (100)
- LIFEbank DISEASE-SPECIFIC SYSTEMS (180)
- CELLUTIONS MEDIA (28)

Questions? Contact Us or email info@dvbiologics.com

Kidney Cells cDNA

SKU: AU017-CD

cDNA is synthesized from a highly pure and intact... More Details

$375.00

Quantity 1 Add to cart

Kidney Cells Lysate

SKU: AU017-L

Kidney cells (AU017-F) are homogenized in ice-... More Details

$375.00

Quantity 1 Add to cart

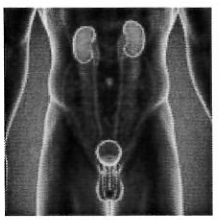
Kidney Cells Total RNA

SKU: AU017-R

RNA is isolated using a modified guanidinium... More Details

$350.00

Quantity 1 Add to cart



Kidney Cortex Cells

SKU: AU018-F

The cortex of a kidney of a single donor is... More Details

$650.00

Quantity 1 Add to cart

« first ‹ previous 1 2 3 4 5 6 next › last »

Kidney Cortex Cells (Uncultured)

SKU: AU011-F

The cortex of a kidney of a single donor is... More Details

$550.00

Quantity 1 Add to cart

Kidney Cortex Cells (Uncultured) cDNA

SKU: AU011-CD

cDNA is synthesized from a highly pure and intact... More Details

$350.00

Quantity 1 Add to cart

Kidney Cortex Cells (Uncultured) Lysate

SKU: AU011-L

Uncultured kidney cortex cells (AU011-F) are... More Details

$350.00

Quantity 1 Add to cart

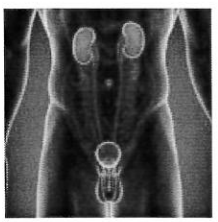
Kidney Cortex Cells (Uncultured) Total RNA

SKU: AU011-R

RNA is isolated using a modified guanidinium... More Details

$450.00

Quantity 1 Add to cart



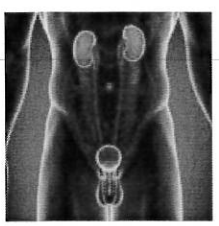
Kidney Cortex Cells cDNA

SKU: AU018-CD

cDNA is synthesized from a highly pure and intact... More Details

$400.00

Quantity 1 Add to cart



Kidney Cortex Cells Lysate

SKU: AU018-L

Kidney cortex cells (AU018-F) are homogenized in... More Details

$400.00

Quantity 1 Add to cart

Categories

- LIFEbank CELLULAR SYSTEMS (58)
  - Cardiovascular (37)
  - Digestive (29)
  - General (30)
  - Endocrine (31)
  - Integumentary (30)
  - Hematopoietic (33)
  - Neural (29)
  - Urinary (31)
  - Skeletal Muscle (38)
  - Reproductive (31)
  - Pulmonary (29)
- LIFEbank GENOMIC/PROTEOMIC SYSTEMS (100)
- LIFEbank DISEASE-SPECIFIC SYSTEMS (180)
- CELLUTIONS MEDIA (28)

Questions? Contact Us or email info@dvbiologics.com

Kidney Cortex Cells Total RNA

SKU: AU018-R

RNA is isolated using a modified guanidinium... More Details

$500.00

Quantity 1 **Add to cart**

Kidney Fibroblasts

SKU: AU009-F

500,000 cells/vial Postnatal derived ... More Details

$650.00

Quantity 1 **Add to cart**

Kidney Medulla Cells (Uncultured)

SKU: AU012-F

The medulla of a kidney of a single donor is... More Details

$550.00

Quantity 1 **Add to cart**

Kidney Tissue cDNA

SKU: AU008-CD

DV Biologics cDNA is synthesized from a highly... More Details

$340.00

Quantity 1 **Add to cart**

« first ‹ previous 1 2 3 4 5 6 next › last »

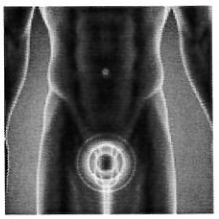
Kidney Tissue Lysate

SKU: AU008-L

DV Biologics cell and tissue lysates are prepared... More Details

$260.00

Quantity 1 Add to cart



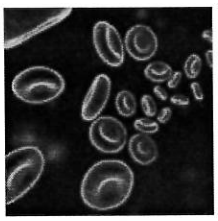
Male Gonadal Stromal Cells

SKU: AR005-F

Male Gonadal Stromal Cells 500,000 cells/vial... More Details

$550.00

Quantity 1 Add to cart



Mitral Valve cDNA

SKU: AC026-CD

DV Biologics cDNA is synthesized from a... More Details

$160.00

Quantity 1 Add to cart

Mitral Valve Cell Lysate

SKU: AC026-L

DV Biologics cell and tissue lysates are... More Details

$300.00

Quantity 1 Add to cart

Muscle Fibroblasts

SKU: AM008-F

5.0 x 10^5 cells Postnatal derived Human muscle... More Details

$300.00

Quantity 1 Add to cart

Osteoblasts

SKU: AM005-F

Osteoblasts 500,000 cells/vial Postnatal... More Details

$500.00

Quantity 1 Add to cart

Categories

- LIFEbank CELLULAR SYSTEMS (58)
  - Cardiovascular (37)
  - Digestive (29)
  - General (30)
  - Endocrine (31)
  - Integumentary (30)
  - Hematopoietic (33)
  - Neural (29)
  - Urinary (31)
  - Skeletal Muscle (38)
  - Reproductive (31)
  - Pulmonary (29)
- LIFEbank GENOMIC/PROTEOMIC SYSTEMS (100)
- LIFEbank DISEASE-SPECIFIC SYSTEMS (180)
- CELLUTIONS MEDIA (28)

Questions? Contact Us or email info@dvbiologics.com

Skeletal Muscle Cells

SKU: AM003-F

Skeletal Muscle Cells 500,000 cells/vial... More Details

$750.00

Quantity 1 Add to cart

Skeletal Muscle Progenitor Cells

SKU: AM002-F

500,000 cells/vial Postnatal derived Skeletal... More Details

$900.00

Quantity 1 Add to cart

Skin Fibroblasts

SKU: AI001-F

500,000 cells/vial Postnatal derived Fibroblasts... More Details

$300.00

Quantity 1 Add to cart

Synovial Fluid

SKU: AM011-FL

1 ml Postnatal derived Human synovial... More Details

$260.00

Product not available

« first ‹ previous 1 2 3 4 5 6 next › last »

Synovial Tissue FFPE Block

SKU: AM010-PS

28×40 mm Parrafin Embedded Block Postnatal... More Details

$1,750.00

Quantity 1 Add to cart

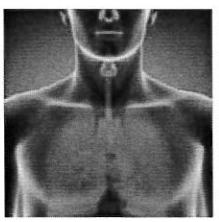
Synovial Tissue OCT Block

SKU: AM010-FS

22x22 cm or 22x40 cm Frozen Tissue Block... More Details

$1,750.00

Quantity 1 Add to cart



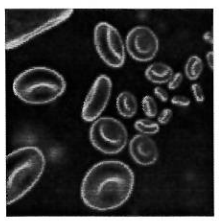
Thyroid Fibroblasts

SKU: AE009-F

5.0 x 10^5 cells Post-natal derived Thyroid... More Details

$650.00

Quantity 1 Add to cart



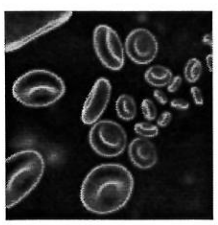
Umbilical Cord Blood Mononuclear Cells

SKU: AC014-F-10

10 x 10^6 cells Postnatal derived Human umbilical... More Details

$200.00

Quantity 1 Add to cart



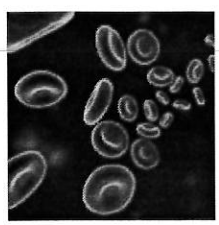
Umbilical Cord Blood Mononuclear Cells

SKU: AC014-F-2.5

2.5 x 10^6 cells Postnatal derived Human... More Details

$75.00

Quantity 1 Add to cart



Umbilical Cord Blood Mononuclear Cells

SKU: AC014-F-25

25 x 10^6 cells Postnatal derived Human umbilical... More Details

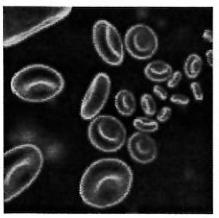
$325.00

Quantity 1 Add to cart

Categories

- LIFEbank CELLULAR SYSTEMS (58)
  - Cardiovascular (37)
  - Digestive (29)
  - General (30)
  - Endocrine (31)
  - Integumentary (30)
  - Hematopoietic (33)
  - Neural (29)
  - Urinary (31)
  - Skeletal Muscle (38)
  - Reproductive (31)
  - Pulmonary (29)
- LIFEbank GENOMIC/PROTEOMIC SYSTEMS (100)
- LIFEbank DISEASE-SPECIFIC SYSTEMS (180)
- CELLUTIONS MEDIA (28)

Questions? Contact Us or email info@dvbiologics.com



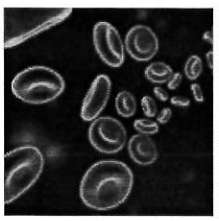
Umbilical Vein Endothelial Cells (HUVEC)

SKU: AC005-F

500,000 cells/vial Postnatal derived The HUVEC... More Details

$200.00

Quantity 1 Add to cart



Wharton's Jelly Stem Cells

SKU: AC006-F

500,000 cells/vial Postnatal derived Wharton's... More Details

$450.00

Quantity 1 Add to cart

« first ‹ previous 1 2 3 4 5 6

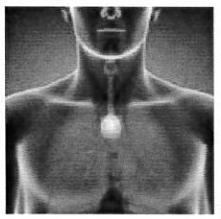
Kidney Tissue Total RNA

SKU: AU008-R

Adult Kidney Tissue Total RNA... More Details

$350.00

Quantity 1 Add to cart



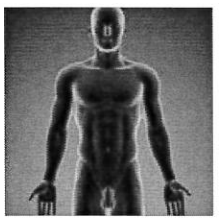
Adenoid Tissue Lysate

SKU: AL001-L

100 µg/vial Postnatal derived DV Biologics... More Details

$300.00

Quantity 1 Add to cart



Adipose Tissue cDNA

SKU: AA003-CD

Postnatal derived 100 µg/vial DV Biologics... More Details

$170.00

Quantity 1 Add to cart

Adipose Tissue Lysate

SKU: AA003-L

Postnatal derived 100 µg/vial DV Biologics... More Details

$100.00

Quantity 1 Add to cart

Adipose Tissue Total RNA

SKU: AA003-R

Postnatal derived 1 µg/vial DV Biologics... More Details

$130.00

Quantity 1 Add to cart

Aortic Valve Tissue cDNA

SKU: AC022-CD

Postnatal derived 20 rxns/vial DV Biologics... More Details

$400.00

Quantity 1 Add to cart

Categories

- LIFEbank CELLULAR SYSTEMS (58)
- LIFEbank GENOMIC/PROTEOMIC SYSTEMS (100)
  - Digestive (1)
  - General (4)
  - Urinary (1)
  - Integumentary (9)
  - Hematopoietic (7)
  - Endocrine (1)
  - Lymphatic (5)
  - Miscellaneous (1)
  - Skeletal Muscle (26)
  - Reproductive (10)
  - Pulmonary (1)
  - Neural (6)
  - Cardiovascular (38)
- LIFEbank DISEASE-SPECIFIC SYSTEMS (180)
- CELLUTIONS MEDIA (28)

Questions? Contact Us or email info@dvbiologics.com

Aortic Valve Tissue Lysate

SKU: AC022-L

Postnatal derived 100 µg/vial DV Biologics... More Details

$300.00

Quantity 1 Add to cart

Aortic Valve Tissue Total RNA

SKU: AC022-R

Postnatal derived 1 µg/vial DV Biologics... More Details

$350.00

Quantity 1 Add to cart

Bone cDNA

SKU: AM007-CD

Postnatal derived 20 rxns/vial DV Biologics... More Details

$175.00

Quantity 1 Add to cart

Bone Lysate

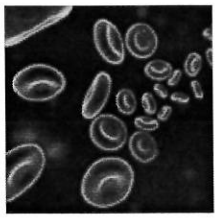
SKU: AM007-L

Postnatal derived 100 µg/vial DV Biologics... More Details

$150.00

Quantity 1 Add to cart

1 2 3 4 5 6 7 8 9 next: last »



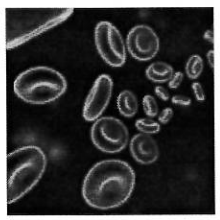
Bone Marrow Cell (Uncultured) cDNA

SKU: AH001-CD

Postnatal derived 20 rxns/vial DV Biologics... More Details

$250.00

Quantity 1 Add to cart



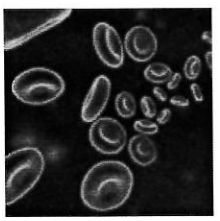
Bone Marrow Cell (Uncultured) Total RNA

SKU: AH001-R

Postnatal derived 10 µg/vial DV Biologics... More Details

$350.00

Quantity 1 Add to cart



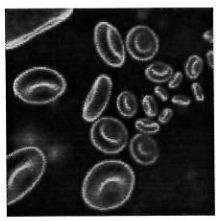
Bone Marrow Stromal Cell cDNA

SKU: AH005-CD

Postnatal derived 20 rxns/vial DV Biologics... More Details

$550.00

Quantity 1 Add to cart



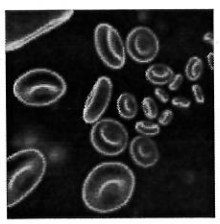
Bone Marrow Stromal Cell Lysate

SKU: AH005-L

Postnatal derived 100 µg/vial DV Biologics... More Details

$500.00

Quantity 1 Add to cart



Bone Marrow Stromal Cell Total RNA

SKU: AH005-R

Postnatal derived 10 µg/vial DV Biologics... More Details

$700.00

Quantity 1 Add to cart

Bone Total RNA

SKU: AM007-R

Postnatal derived 1 µg/vial DV Biologics... More Details

$300.00

Quantity 1 Add to cart

Categories

- LIFEbank CELLULAR SYSTEMS (58)
- LIFEbank GENOMIC/PROTEOMIC SYSTEMS (100)
  - Digestive (1)
  - General (4)
  - Urinary (1)
  - Integumentary (9)
  - Hematopoietic (7)
  - Endocrine (1)
  - Lymphatic (5)
  - Miscellaneous (1)
  - Skeletal Muscle (26)
  - Reproductive (10)
  - Pulmonary (1)
  - Neural (6)
  - Cardiovascular (38)
- LIFEbank DISEASE-SPECIFIC SYSTEMS (180)
- CELLUTIONS MEDIA (28)

Questions? Contact Us or email info@dvbiologics.com

Cardiac Progenitor Cell cDNA

SKU: AC015-CD

Postnatal derived 20 rxns/vial DV Biologics... More Details

$600.00

Quantity 1 Add to cart

Cardiac Progenitor Cell Lysate

SKU: AC015-L

Postnatal derived 100 µg/vial DV Biologics... More Details

$600.00

Quantity 1 Add to cart

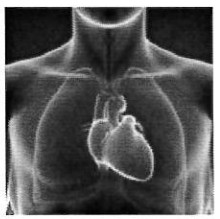
Cardiac Progenitor Cell Total RNA

SKU: AC015-R

Postnatal derived 10 µg/vial DV Biologics... More Details

$750.00

Quantity 1 Add to cart



Cardiac Stromal Cell cDNA

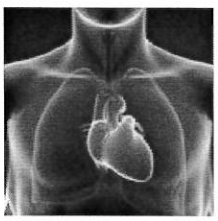
SKU: AC009-CD

Postnatal derived 20 rxns/vial DV Biologics... More Details

$550.00

Quantity 1 Add to cart

« first ‹ previous 1 2 3 4 5 6 7 8 9 next › last »



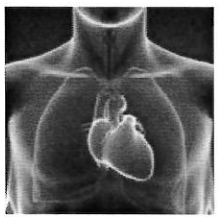
Cardiac Stromal Cell Lysate

SKU: AC009-L

Postnatal derived 100 µg/vial DV Biologics... More Details

$550.00

Quantity 1 Add to cart



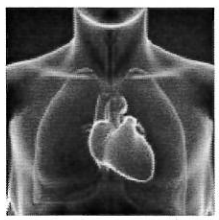
Cardiac Stromal Cell Total RNA

SKU: AC009-R

Postnatal derived 10 µg/vial DV Biologics... More Details

$600.00

Quantity 1 Add to cart



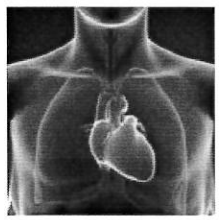
Cardiomyocyte cDNA

SKU: AC008-CD

Postnatal derived 20 rxns/vial DV Biologics... More Details

$700.00

Quantity 1 Add to cart



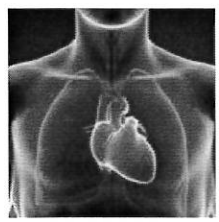
Cardiomyocyte Lysate

SKU: AC008-L

Postnatal derived 100 µg/vial DV Biologics... More Details

$700.00

Quantity 1 Add to cart



Cardiomyocyte Total RNA

SKU: AC008-R

Postnatal derived 10 µg/vial DV Biologics... More Details

$780.00

Quantity 1 Add to cart

Cartilage Tissue cDNA

SKU: AM009-CD

Postnatal derived 20 rxns/vial DV Biologics... More Details

$500.00

Quantity 1 Add to cart

Categories

- LIFEbank CELLULAR SYSTEMS (58)
- LIFEbank GENOMIC/PROTEOMIC SYSTEMS (100)
  - Digestive (1)
  - General (4)
  - Urinary (1)
  - Integumentary (9)
  - Hematopoietic (7)
  - Endocrine (1)
  - Lymphatic (5)
  - Miscellaneous (1)
  - Skeletal Muscle (26)
  - Reproductive (10)
  - Pulmonary (1)
  - Neural (6)
  - Cardiovascular (38)
- LIFEbank DISEASE-SPECIFIC SYSTEMS (180)
- CELLUTIONS MEDIA (28)

Questions? Contact Us or email info@dvbiologics.com

Cartilage Tissue Lysate

SKU: AM009-L

DV Biologics cell and tissue lysates are prepared... More Details

$200.00

Quantity 1 Add to cart

Cartilage Tissue Total RNA

SKU: AM009-R

1 µg/vial Postnatal derived DV Biologics total... More Details

$500.00

Quantity 1 Add to cart

Chondrocyte cDNA

SKU: AM006-CD

DV Biologics cDNA is synthesized from a highly... More Details

$300.00

Quantity 1 Add to cart

Chondrocyte Lysate

SKU: AM006-L

DV Biologics cell and tissue lysatesare prepared... More Details

$300.00

Quantity 1 Add to cart

« first ‹ previous 1 2 3 4 5 6 7 8 9 next › last »

Chondrocyte Total RNA

SKU: AM006-R

DV Biologics total RNA passes extensive testing... More Details

$400.00

Quantity 1 Add to cart

Dermis Tissue cDNA

SKU: AI006-CD

DV Biologics cDNA is synthesized from a... More Details

call for price

Quantity 1 Add to cart

Dermis Tissue Total RNA

SKU: AI006-R

DV Biologics total RNA passes extensive... More Details

call for price

Quantity 1 Add to cart

Endometrial Menstrual Cell cDNA

SKU: AR007-CD

Postnatal derived 20 rnxs/vial DV Biologics... More Details

$500.00

Quantity 1 Add to cart

Endometrial Menstrual Cell Lysate

SKU: AR007-L

Postnatal derived 100 µg/vial DV Biologics... More Details

$300.00

Quantity 1 Add to cart

Endometrial Menstrual Cell Total RNA

SKU: AR007-R

Postnatal derived 10 µg/vial DV Biologics... More Details

$550.00

Quantity 1 Add to cart

Categories

- LIFEbank CELLULAR SYSTEMS (58)
- LIFEbank GENOMIC/PROTEOMIC SYSTEMS (100)
  - Digestive (1)
  - General (4)
  - Urinary (1)
  - Integumentary (9)
  - Hematopoietic (7)
  - Endocrine (1)
  - Lymphatic (5)
  - Miscellaneous (1)
  - Skeletal Muscle (26)
  - Reproductive (10)
  - Pulmonary (1)
  - Neural (6)
  - Cardiovascular (38)
- LIFEbank DISEASE-SPECIFIC SYSTEMS (180)
- CELLUTIONS MEDIA (28)

Questions? Contact Us or email info@dvbiologics.com

Epidermis Tissue cDNA

SKU: AI005-CD

DV Biologics cDNA is synthesized from a... More Details

$250.00

Quantity 1 Add to cart

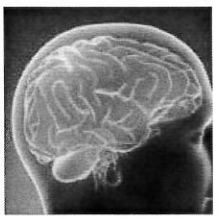
Epidermis Tissue Total RNA

SKU: AI005-R

DV Biologics total RNA passes extensive... More Details

$250.00

Quantity 1 Add to cart



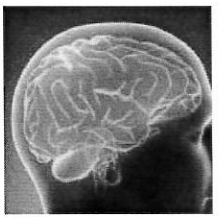
Glioblastoma Multiforme Cell (Uncultured) cDNA

SKU: AN010-CD-GM

Postnatal derived 20 rxns/vial DV Biologics... More Details

$500.00

Quantity 1 Add to cart



Glioblastoma Multiforme Cell (Uncultured) FFPE Block

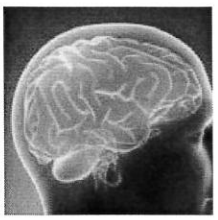
SKU: AN010-PS-GM

Postnatal derived The formalin fixed paraffin... More Details

$1,200.00

Quantity 1 Add to cart

« first ‹ previous 1 2 3 4 5 6 7 8 9 next › last »



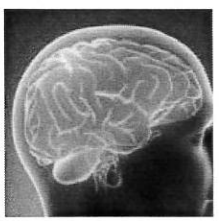
Glioblastoma Multiforme Cell (Uncultured) Lysate

SKU: AN010-L-GM

Postnatal derived 100 µg/vial DV Biologics... More Details

$500.00

Quantity 1 Add to cart



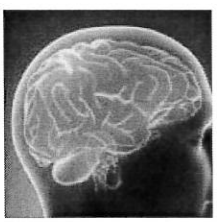
Glioblastoma Multiforme Cell (Uncultured) Total RNA

SKU: AN010-R-GM

Postnatal derived 10µg DV Biologics total RNA... More Details

$500.00

Quantity 1 Add to cart



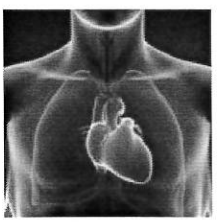
Glioblastoma Multiforme Cells (Uncultured)

SKU: AN010-F-GM

Postnatal derived 500,000 cell/vial Human... More Details

call for price

Quantity 1 Add to cart



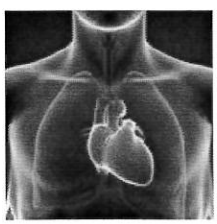
Heart Auricle Tissue cDNA

SKU: AC023-CD

Postnatal derived 20 rxns/vial DV Biologics... More Details

$375.00

Quantity 1 Add to cart



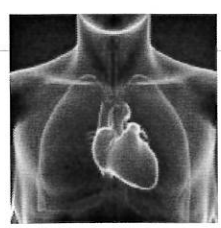
Heart Auricle Tissue Lysate

SKU: AC023-L

Postnatal derived 100 µg/vial DV Biologics... More Details

$260.00

Quantity 1 Add to cart



Heart Auricle Tissue Total RNA

SKU: AC023-R

Postnatal derived 1 µg/vial DV Biologics... More Details

$600.00

Quantity 1 Add to cart

Categories

- LIFEbank CELLULAR SYSTEMS (58)
- LIFEbank GENOMIC/PROTEOMIC SYSTEMS (100)
  - Digestive (1)
  - General (4)
  - Urinary (1)
  - Integumentary (9)
  - Hematopoietic (7)
  - Endocrine (1)
  - Lymphatic (5)
  - Miscellaneous (1)
  - Skeletal Muscle (26)
  - Reproductive (10)
  - Pulmonary (1)
  - Neural (6)
  - Cardiovascular (38)
- LIFEbank DISEASE-SPECIFIC SYSTEMS (180)
- CELLUTIONS MEDIA (28)

Questions? Contact Us or email info@dvbiologics.com

Heart Tissue Lysate

SKU: AC027-L

DV Biologics cell and tissue lysates are... More Details

$300.00

Quantity 1 Add to cart

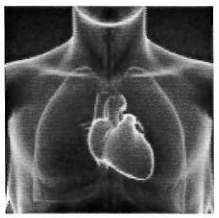
Heart Tissue Total RNA

SKU: AC027-R

DV Biologics total RNA passes extensive... More Details

$350.00

Quantity 1 Add to cart



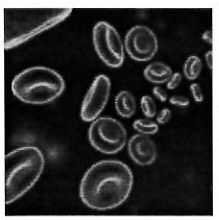
Heart Tissue cDNA

SKU: AC027-CD

DV Biologics cDNA is synthesized from a... More Details

$300.00

Quantity 1 Add to cart



Human Bone Marrow Plasma

SKU: AH011-FL

Bone marrow plasma contains proteins, glucose,... More Details

$200.00

Quantity 1 Add to cart

« first ‹ previous 1 2 3 4 5 6 7 8 9 next › last »

Male Gonadal Stromal Cell Lysate

SKU: AR005-L

Postnatal derived 100 µg/vial DV Biologics... More Details

$300.00

Quantity 1 Add to cart

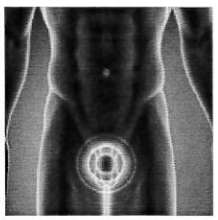
Male Gonadal Stromal Cell cDNA

SKU: AR005-CD

Postnatal derived 20 rxns/vial DV Biologics... More Details

$200.00

Quantity 1 Add to cart



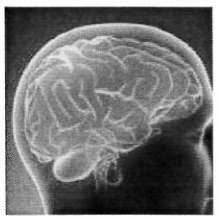
Male Gonadal Stromal Cell Total RNA

SKU: AR005-R

Postnatal derived 10 µg/vial DV Biologics... More Details

$300.00

Quantity 1 Add to cart



Neural Cell cDNA

SKU: AN009-cD

20 reactions Postnatal derived DV Biologics... More Details

$300.00

Quantity 1 Add to cart

Osteoblast cDNA

SKU: AM005-CD

20 rxns/vial Postnatal derived DV Biologics... More Details

$300.00

Quantity 1 Add to cart

Osteoblast Lysate

SKU: AM005-L

100 µg/vial Postnatal derived DV Biologics cell... More Details

$300.00

Quantity 1 Add to cart

Categories

- LIFEbank CELLULAR SYSTEMS (58)
- LIFEbank GENOMIC/PROTEOMIC SYSTEMS (100)
  - Digestive (1)
  - General (4)
  - Urinary (1)
  - Integumentary (9)
  - Hematopoietic (7)
  - Endocrine (1)
  - Lymphatic (5)
  - Miscellaneous (1)
  - Skeletal Muscle (26)
  - Reproductive (10)
  - Pulmonary (1)
  - Neural (6)
  - Cardiovascular (38)
- LIFEbank DISEASE-SPECIFIC SYSTEMS (180)
- CELLUTIONS MEDIA (28)

Questions? Contact Us or email info@dvbiologics.com

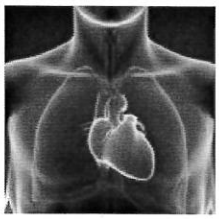
Osteoblast Total RNA

SKU: AM005-R

10 µg/vial Postnatal derived DV Biologics total... More Details

$350.00

Quantity 1 Add to cart



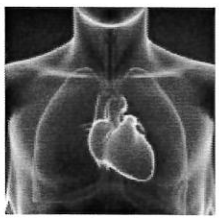
Pericardium Tissue cDNA

SKU: AC021-CD

20 rxns/vial Postnatal derived DV Biologics... More Details

$300.00

Quantity 1 Add to cart



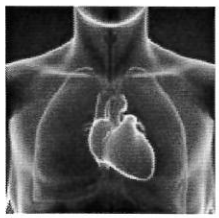
Pericardium Tissue Lysate

SKU: AC021-L

100 µg/vial Postnatal derived DV Biologics cell... More Details

$300.00

Quantity 1 Add to cart



Pericardium Tissue Total RNA

SKU: AC021-R

1 µg/vial Postnatal derived DV Biologics total... More Details

$400.00

Quantity 1 Add to cart

« first ‹ previous ... 2 3 4 5 6 7 8 9 10 next › last »

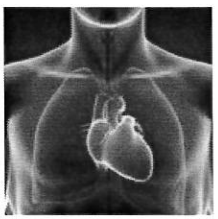
Right Atrium Tissue cDNA

SKU: AC020-CD

10 µg/vial Postnatal derived DV Biologics cDNA... More Details

$300.00

Quantity 1 Add to cart



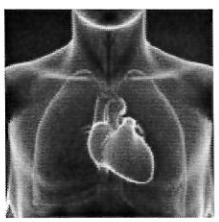
Right Atrium Tissue Lysate

SKU: AC020-L

100 µg/vial Postnatal derived DV Biologics cell... More Details

$300.00

Quantity 1 Add to cart



Right Atrium Tissue Total RNA

SKU: AC020-R

1 µg/vial Postnatal derived DV Biologics total... More Details

$300.00

Quantity 1 Add to cart

Skeletal Muscle Cell (Uncultured) cDNA

SKU: AM001-CD

20 rxns/vial Postnatal derived DV Biologics... More Details

$170.00

Quantity 1 Add to cart

Skeletal Muscle Cell (Uncultured) Lysate

SKU: AM001-L

100 µg/vial Postnatal derived DV Biologics cell... More Details

$130.00

Quantity 1 Add to cart

Skeletal Muscle Cell (Uncultured) Total RNA

SKU: AM001-R

10 µg/vial Postnatal derived DV Biologics total... More Details

$300.00

Quantity 1 Add to cart

Categories

- LIFEbank CELLULAR SYSTEMS (58)
- LIFEbank GENOMIC/PROTEOMIC SYSTEMS (100)
  - Digestive (1)
  - General (4)
  - Urinary (1)
  - Integumentary (9)
  - Hematopoietic (7)
  - Endocrine (1)
  - Lymphatic (5)
  - Miscellaneous (1)
  - Skeletal Muscle (26)
  - Reproductive (10)
  - Pulmonary (1)
  - Neural (6)
  - Cardiovascular (38)
- LIFEbank DISEASE-SPECIFIC SYSTEMS (180)
- CELLUTIONS MEDIA (28)

Questions? Contact Us or email info@dvbiologics.com

Skeletal Muscle Cell cDNA

SKU: AM003-CD

20 rxns/vial Postnatal derived DV Biologics... More Details

$400.00

Quantity 1 Add to cart

Skeletal Muscle Cell Lysate

SKU: AM003-L

100 µg/vial Postnatal derived DV Biologics cell... More Details

$225.00

Quantity 1 Add to cart

Skeletal Muscle Cell Total RNA

SKU: AM003-R

10 µg/vial Postnatal derived DV Biologics total... More Details

$900.00

Quantity 1 Add to cart

Skeletal Muscle Progenitor Cell cDNA

SKU: AM002-CD

20 rxns/vial Postnatal derived DV Biologics... More Details

$600.00

Quantity 1 Add to cart

« first ‹ previous ... 2 3 4 5 6 7 8 9 10 next › last »

Skeletal Muscle Progenitor Cell Lysate

SKU: AM002-L

100 µg/vial Postnatal derived DV Biologics cell... More Details

$600.00

Quantity 1 Add to cart

Skeletal Muscle Progenitor Cell Total RNA

SKU: AM002-R

10 µg/vial Postnatal derived DV Biologics total... More Details

$750.00

Quantity 1 Add to cart

Skeletal Muscle Tissue cDNA

SKU: AM015-CD

DV Biologics cDNA is synthesized from a highly... More Details

$170.00

Quantity 1 Add to cart

Skeletal Muscle Tissue Total RNA

SKU: AM015-R

DV Biologics' Skeletal Muscle Tissue Total RNA is... More Details

$175.00

Quantity 1 Add to cart

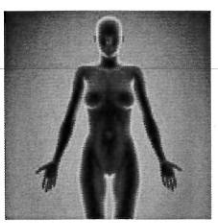
Skin Fibroblast cDNA

SKU: AI001-CD

20 rxns/vial Postnatal derived DV Biologics... More Details

$300.00

Quantity 1 Add to cart



Skin Fibroblast Lysate

SKU: AI001-L

100 µg/vial Postnatal derived DV Biologics cell... More Details

$200.00

Quantity 1 Add to cart

Categories

- LIFEbank CELLULAR SYSTEMS (58)
- LIFEbank GENOMIC/PROTEOMIC SYSTEMS (100)
  - Digestive (1)
  - General (4)
  - Urinary (1)
  - Integumentary (9)
  - Hematopoietic (7)
  - Endocrine (1)
  - Lymphatic (5)
  - Miscellaneous (1)
  - Skeletal Muscle (26)
  - Reproductive (10)
  - Pulmonary (1)
  - Neural (6)
  - Cardiovascular (38)
- LIFEbank DISEASE-SPECIFIC SYSTEMS (180)
- CELLUTIONS MEDIA (28)

Questions? Contact Us or email info@dvbiologics.com

Skin Fibroblast Total RNA

SKU: AI001-R

10 µg/vial Postnatal derived DV Biologics total... More Details

$400.00

Quantity 1 Add to cart

Skin Tissue Lysate

SKU: AI004-L

100 µg/vial Prenatal derived DV Biologics cell... More Details

$200.00

Quantity 1 Add to cart

Synovial Tissue cDNA

SKU: AM010-CD

20 rxns/vial Postnatal derived DV Biologics... More Details

$500.00

Quantity 1 Add to cart

Synovial Tissue Lysate

SKU: AM010-L

100 µg/vial Postnatal derived DV Biologics cell... More Details

$500.00

Quantity 1 Add to cart

« first ‹ previous ... 2 3 4 5 6 7 8 9 10 next › last »

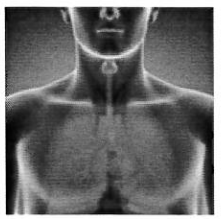
Synovial Tissue Total RNA

SKU: AM010-R

10 µg/vial Postnatal derived DV Biologics total... More Details

$500.00

Quantity 1 Add to cart



Tonsil Tissue cDNA

SKU: AL002-CD

20 rxns/vial Postnatal derived DV Biologics... More Details

$170.00

Quantity 1 Add to cart

Tonsil Tissue Lysate

SKU: AL002-L

100 µg/vial Postnatal derived DV Biologics cell... More Details

$130.00

Quantity 1 Add to cart

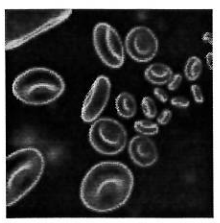
Tonsil Tissue Total RNA

SKU: AL002-R

1 µg/vial Postnatal derived DV Biologics total... More Details

$175.00

Quantity 1 Add to cart



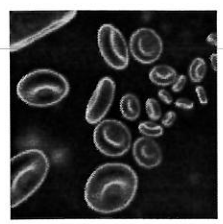
Umbilical Cord Tissue cDNA

SKU: AC007-CD

20 rxns/vial Postnatal derived DV Biologics... More Details

$170.00

Quantity 1 Add to cart



Umbilical Cord Tissue Lysate

SKU: AC007-L

100 µg/vial Postnatal derived DV Biologics cell... More Details

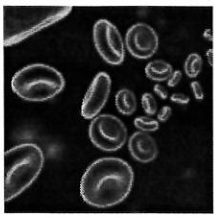
$130.00

Quantity 1 Add to cart

Categories

- LIFEbank CELLULAR SYSTEMS (58)
- LIFEbank GENOMIC/PROTEOMIC SYSTEMS (100)
  - Digestive (1)
  - General (4)
  - Urinary (1)
  - Integumentary (9)
  - Hematopoietic (7)
  - Endocrine (1)
  - Lymphatic (5)
  - Miscellaneous (1)
  - Skeletal Muscle (26)
  - Reproductive (10)
  - Pulmonary (1)
  - Neural (6)
  - Cardiovascular (38)
- LIFEbank DISEASE-SPECIFIC SYSTEMS (180)
- CELLUTIONS MEDIA (28)

Questions? Contact Us or email info@dvbiologics.com



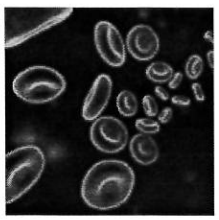
Umbilical Cord Tissue Total RNA

SKU: AC007-R

10 µg/vial Postnatal derived DV Biologics total... More Details

$175.00

Quantity 1 Add to cart



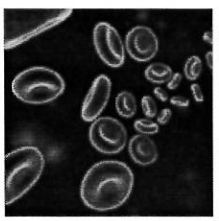
Umbilical Vein Endothelial Cells (HUVEC) cDNA

SKU: AC005-CD

20 rxns/vial Postnatal derived DV Biologics... More Details

$300.00

Quantity 1 Add to cart



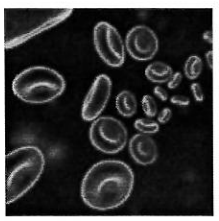
Umbilical Vein Endothelial Cells (HUVEC) Lysate

SKU: AC005-L

100 µg/vial Postnatal derived DV Biologics cell... More Details

$200.00

Quantity 1 Add to cart



Umbilical Vein Endothelial Cells (HUVEC) Total RNA

SKU: AC005-R

10 µg/vial Postnatal derived DV Biologics total... More Details

$300.00

Quantity 1 Add to cart

« first ‹ previous ... 2 3 4 5 6 7 8 9 10 next › last »

Uterine Myoma cDNA

SKU: AR009-CD-UM

1 block Postnatal derived DV Biologics cDNA is... More Details

$500.00

Quantity 1 Add to cart

Uterine Myoma Lysate

SKU: AR009-L-UM

100 µg/vial Postnatal derived DV Biologics cell... More Details

$500.00

Quantity 1 Add to cart

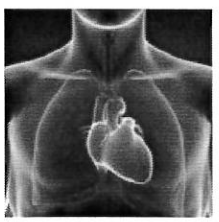
Uterine Myoma Total RNA

SKU: AR009-R-UM

10 µg/vial Postnatal derived DV Biologics total... More Details

$500.00

Quantity 1 Add to cart



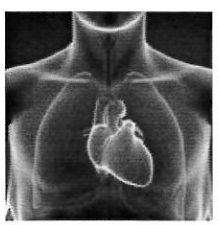
Valvular Interstitial Cell cDNA

SKU: AC024-CD

20 rxns/vial Postnatal derived DV Biologics... More Details

$750.00

Quantity 1 Add to cart



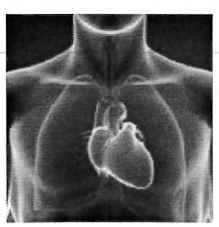
Valvular Interstitial Cell Lysate

SKU: AC024-L

100 µg/vial Postnatal derived DV Biologics cell... More Details

$700.00

Quantity 1 Add to cart



Valvular Interstitial Cell Total RNA

SKU: AC024-R

10 µg/vial Postnatal derived DV Biologics total... More Details

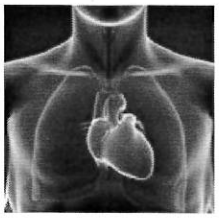
$160.00

Quantity 1 Add to cart

Categories

- LIFEbank CELLULAR SYSTEMS (58)
- LIFEbank GENOMIC/PROTEOMIC SYSTEMS (100)
  - Digestive (1)
  - General (4)
  - Urinary (1)
  - Integumentary (9)
  - Hematopoietic (7)
  - Endocrine (1)
  - Lymphatic (5)
  - Miscellaneous (1)
  - Skeletal Muscle (26)
  - Reproductive (10)
  - Pulmonary (1)
  - Neural (6)
  - Cardiovascular (38)
- LIFEbank DISEASE-SPECIFIC SYSTEMS (180)
- CELLUTIONS MEDIA (28)

Questions? Contact Us or email info@dvbiologics.com



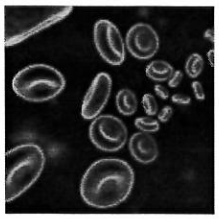
Valvular Interstitial Cells

SKU: AC024-F

5.0 x 10^5 cells/ml Postnatal derived Human... More Details

$750.00

Quantity 1 Add to cart



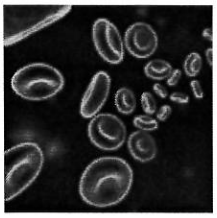
Wharton's Jelly Stem Cell cDNA

SKU: AC006-CD

20 rnxs/vial Postnatal derived DV Biologics... More Details

$300.00

Quantity 1 Add to cart



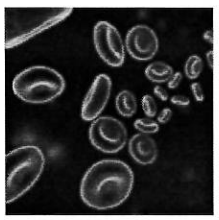
Wharton's Jelly Stem Cell Lysate

SKU: AC006-L

100 µg/vial Postnatal derived DV Biologics cell... More Details

$500.00

Quantity 1 Add to cart



Wharton's Jelly Stem Cell Total RNA

SKU: AC006-R

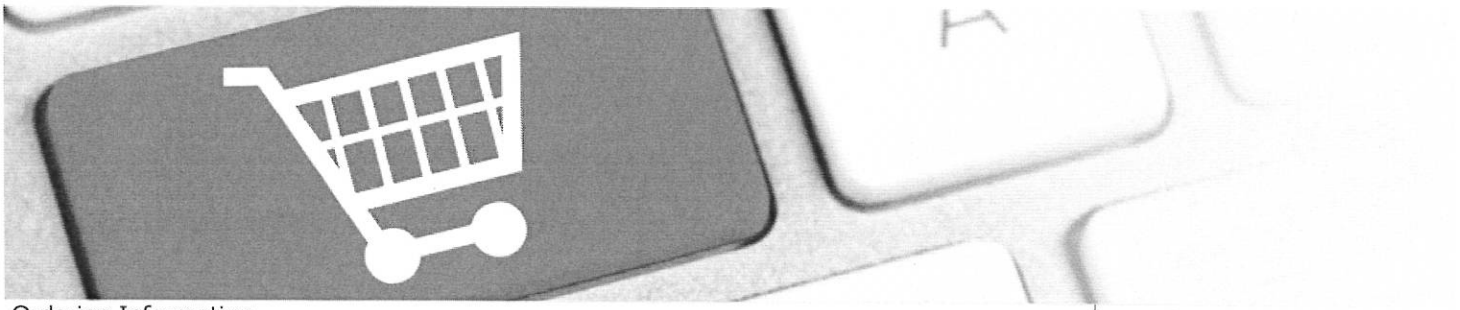
10 µg/vial Postnatal derived DV Biologics total... More Details

$600.00

Quantity 1 Add to cart

« first ‹ previous ... 2 3 4 5 6 7 8 9 10

Exhibit 5.31



Ordering Information

Questions? Contact Us or email info@dvbiologics.com

Ways To Place An Order

Orders may currently be placed on our website and by phone, fax, or email. Please **click here** to download DV Biologics PDF Order Form to place an order via fax.

MAIN OFFICE:
DV Biologics, LLC
1239 Victoria Street, Costa Mesa, CA 92627

By fax: [redacted]
By phone:
By email: **orders@dvbiologics.com**

MAIN OFFICE HOURS:
Monday through Friday, 9:00 am - 5:00 pm Pacific Standard Time.

Order anytime, 24 hours a day, 365 days a year by email or fax. If your order arrives outside our normal business hours, it will be quickly processed at the beginning of the next business day.

SHIPPING & DELIVERY
US. All North American orders are shipped from DV Biologics headquarters in Southern California and freight is pre-paid and added to your invoice as a separate item unless customers references their own separate shipping account and vendor. DV Biologics will not be held responsible or liable for any packages that are lost, damaged or otherwise compromised if customer requests DV Biologics ship via customer's shipping method in lieu of DV Biologics shipping method. Orders usually ship within 1 or 2 business days, depending upon the availability of the item. Shipments are sent every Monday to Thursday via overnight courier service for delivery on the next business day.

International. International orders are shipped from DV Biologics headquarters in Southern California every Monday unless specially requested to be shipped on another date.

CONDITIONS
Products are sold for laboratory research use only and are not to be used in humans for any purpose. As a condition of purchase, the purchaser shall not make products available for the purpose of further resale or alter the product label and the DV Biologics mark of origin without the express written permission of DV Biologics, LLC.

TERMS
All invoices are issued at time of shipment and are payable within 30 days. Payments should be made to the following address:

DV Biologics, LLC
Accounts Receivable
[redacted]

Please contact us for bank account details when submitting remittance by bank wire transfer.

CLAIMS & RETURNS

Product returns will not be accepted without prior written authorization. Any claim for credit or returned goods must be made within seven days of receipt. DV Biologics reserves the right to test a sample of the product prior to authorizing the return of the remaining product and to deny return if, in the opinion of DV Biologics, the product complaint is a result of a specialized or inappropriate usage or handling rather than a failure of the product to meet specifications. No return of custom products will be authorized if product meets specifications on custom order form. In case of a purchasing error or change in order after the product has been shipped, a 30% restocking fee will be charged. If DV Biologics makes a shipping error, a replacement product will be shipped at no charge or the customer's account will be credited.

LIMITED PRODUCT WARRANTY

Product information in our catalog is abbreviated. Full product information is available on Product Insert Sheets provided with our products or available from us by request. All products supplied by DV Biologics are warranted to meet or exceed the specifications provided on our Product Insert Sheets when used under normal conditions in your laboratory. Should any product fail to perform as specified, DV Biologics will credit the purchase price to the customer's account or replace the product free of charge. This warranty is exclusive and limits our liability to the replacement of the product or, at our option, full credit of the original purchase price. This warranty will not apply to product that fails to perform its specific function due to misuse, improper storage, use beyond expiry date or accidental damage to the product.

NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE PROVIDED BY DV BIOLOGICS LLC. DV BIOLOGICS LLC SHALL HAVE NO LIABILITY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF THE USE, THE RESULTS OF USE OR THE INABILITY TO USE ANY PRODUCT.

Note: Orders placed by phone require a written confirmation by fax or email. Confirmations should be clearly marked "Confirmation: Do not Duplicate". For all orders that are received, DV Biologics will send a written confirmation by return email or fax with the shipping date, expected day of arrival, any corrected pricing and an estimated shipping charge.

Exhibit 5.32

DV Biologics LLC

DVCSE-002

Guidelines for Payment and Discounts

CONTROLLED DOCUMENT | Effective Date: FEB 12 2015 | Version 1

1 Introduction

1.1 Purpose

This Standard Operating Procedure (SOP) describes the process for determining the amount of discount offered to distributor and end-user and is to be used only as a negotiation tool.

1.2 Scope

This SOP is a mandatory document and shall be implemented by all employees and contractors when engaged in handling new and existing customer orders. The Credit terms and Discounts shall only be used as tool when needed and not automatically offered to Distributors or End-users.

1.3 Definitions

- **Products:** Any material manufactured or purchased for re-sale by DV Biologics, LLC.
- **Distributor:** A company that resells products that are manufactured or sold by DV Biologics, LLC.
- **End-user:** A company or individual that purchases a product directly from DV Biologics, LLC or an authorized distributor.
- **Employee:** An individual responsible for order intake or sales representative employed by DV Biologics, LLC.

2 Materials and Equipment

2.1 Materials

- N/A

2.2 Equipment

- N/A

3 Procedure

To correctly perform this protocol, please complete the following steps:

Step	Action
3.1	Sales/Customer Service Representative receives request from and end-user or distributor to purchase PRODUCTS from DV Biologics, LLC
3.2	Sales/Customer Service Representative determines if the end-user or distributor is an active CUSTOMER of DV Biologics, LLC by checking in customer database
3.3	If Customer is new to DV Biologics, LLC and requests credit, Customer Credit Application (Appendix A) must be filled out by customer. Otherwise, a credit card shall be preferred payment method
3.4	Employee sends the completed Customer Credit Application to the Operations Department for verification of information and status of accounts.

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CONFIDENTIAL DVB_00000013

3.5 The operations assistant review credit application and contacts the Business References provided and ask the following questions:

3.5.1 How long has Company X been doing business with you?

3.5.2 What is their credit limit?

3.5.3 Do they always pay on time?

3.5.4 What is your name and position?

The information provided by the Business Reference will become part of the credit application and kept in the customer file.

3.6 The information is forwarded to the VP of Operations for approval of credit line.

3.7 If the Distributor or End User has 3 favorable references they will be given a $5000.00 Maximum terms is 30 days net, unless approved by VP of Operations and VP of Sales.

3.8 If a larger term is required, it shall require approval by the VP of Operations and VP of Sales.

3.9 An early payment discount of 1.5% may be offered if the invoice is paid within 10 days of invoice date.

3.10 Distributor discounts will be determined by the Sales representative and VP of Sales during the Distributor Contracting process and will be outline in the final signed Distribution Agreement.

4 Revision History

Version No.	Effective Date	CR No.	Summary of Changes
1	FEB 12 2015	NA	New Document

5 Approvals

Document Author:	[redacted]	[redacted]
Document Reviewer:		
QA Document Approver:	[redacted]	

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Exhibit 5.33

Appendix A—DV Biologics' Ad for Local Tradeshows/Vendor Showcases

dv biologics

UC Riverside Biotechnology Vendor Showcase Attendees receive 20% off their first order!

DV Biologics is a global supplier of the highest quality, primary and cultured cells. Our LIFEbank Cellular System includes 300+ unique human cell types from over 25 healthy & disease states isolated from prenatal and adult donors. Additionally, we provide fresh and frozen tissue, optimized CELLUTIONS Media, genomics and proteomics products, and OCT & FFPE tissue blocks.

CALL NOW FOR YOUR DISCOUNT!

Product Highlights:

- Kidney Fibroblasts
- Skeletal Muscle Progenitor Cells- *Duchenne Muscular Dystrophy*
- CD34+ Endothelial Liver Cells
- Synovial Fluid- *Rheumatoid & Osteoarthritis*

Full product catalog can be found at **dvbiologics.com**

[redacted]

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Exhibit 5.34

DV Biologics LLC DVMKT-007

Customer Referral Program

CONTROLLED DOCUMENT	Effective Date: 9/5/14	Version 1

1 Introduction

1.1 Purpose

This Standard Operating Procedure (SOP) describes the concept, promotion, and execution of DV Biologics' Referral Program

1.2 Scope

The program is managed by sales and operation and will benefit all direct customers

2 Responsibility

2.1 Sales Department is responsible for promotion of the program, distribution of referral discounts and tracking distribution and redemption of coupons.

2.2 Marketing Department is responsible for the creation and distribution of promotional materials

2.3 Operations Department is responsible for capturing participating customer information in QuickBooks

2.4 Shipping Department is responsible for capturing participating customer information on Form 232

3 Procedure

To correctly perform this protocol, please complete the following steps:

Step	Action
3.1	Concept—Existing Customers will receive 10% discount on their next order, if they refer a colleague 3.1.1 Existing Customer (Customer A) refers a new customer (Customer B). 3.1.2 Upon fulfillment of Customer B's order, Customer A will receive a coupon for 10% its next purchase. 3.1.3 Coupon will be sent to Customer A from sales.
3.2	Terms and Conditions—Cannot be combined with any other promotion. Referred colleague must be a new DV Biologics customer. Referred colleague must mention referring party at the time of purchase. Promotional coupon is valid once per new referral. For direct customers only, not for distributor use. Can be applied to all products and services. No maximum purchase price. Discount given after new customer order is fulfilled. Program is subject to change at any time
3.3	Promotion 3.3.1 Email blast—proof Attached as Appendix A 3.3.2 Email blast-linked internal page—text attached as Appendix B 3.3.3 Direct phone call from Marty to reward our "loyal" customers 3 3.4 Blog/LinkedIn 3.3.5 DV Biologics landing page rotating banner—proof attached as Appendix C

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3.4 Execution and Management

3.4.1 Names of interested existing customers will be captured through internal page and sales department.

3.4.1.1 Spreadsheet of contact information will be compiled 10 days after email blast and distributed to sales department

3.4.1.2 Follow up with interested parties is the responsibility of the sales department

3.4.2 When Customer B mentions (via email or phone) that they were referred by Customer A the following steps will occur:

3.4.2.1 Operations Department will add Customer A's name and contact information to the Internal "Memo" field on the invoice

3.4.2.2 Shipping department will add Customer A's name and contact information in the comment section (column M) of Form 232 Comment section for Customer B's sales order

3.4.2.3 Sales, upon the review of invoice or Form 232, will send Coupon to Customer A. Sales will maintain a spreadsheet of coupon distribution and redemption

4 Documents

4.1 Internal Documents

4.1.1 Form 232 Sales Order Summary

5 Revision History

Version No.	Effective Date	CR No.	Summary of Changes
1	9/5/14	NA	New Document

6 Approvals

Marketing Assistant	[redacted]
VP of Operations	
VP of Sales	

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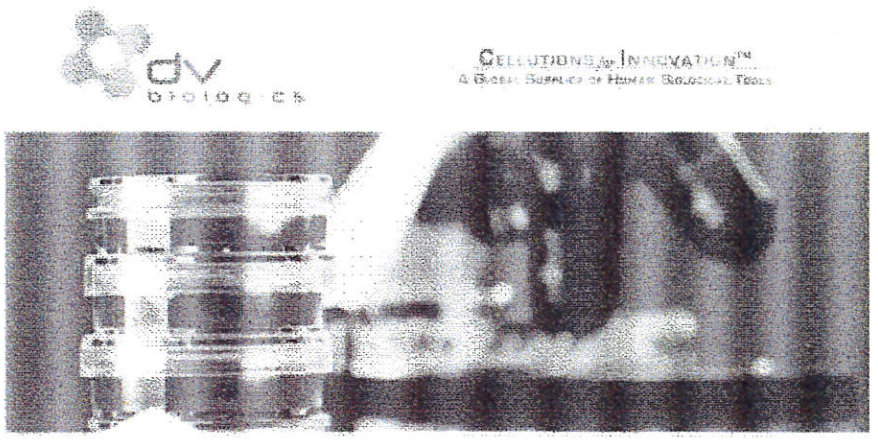
Appendix A—Proof of eBlast



JOIN OUR NEW **REFERRAL PROGRAM**

Terms and Conditions

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Appendix B—internal page text

Welcome to the DV Biologics Referral Program

Thank you for your interest in our new program. Receiving 10% off your next order is as easy as referring a colleague. Don't forget to let your colleagues know to mention your name.

Join Today!
Form
Full Name
Business Name
Phone Number
Email Address
Submit to info@dvbiologics.com

Not part of the program? Don't worry, we will honor your referrals regardless and give you 10% off your next order as well.

Terms and Conditions
Cannot be combined with any other promotion. Referred colleague must be a new DV Biologics customer. Referred colleague must mention referring party at the time of purchase. Promotion is valid once per new referral. Can be applied to all products and services. No maximum purchase price. For direct customers only, not for distributor use. Discount given after new customer order is fulfilled. Program is subject to change at any time

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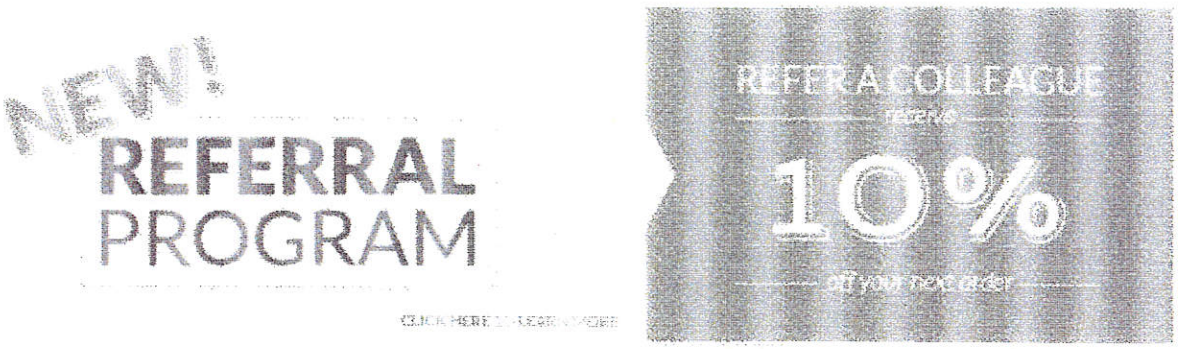
Appendix C— DV Biologics landing page rotating banner



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DVB_00000254

Exhibit 5.35

U.S. House of Representatives Committee on Energy & Commerce
Subcommittee on Oversight & Investigations
Follow-Up Questions Dated August 20, 2015

Our fact development is ongoing, and therefore our responses are based on the best information that we have gathered to date. We will supplement these responses, if needed, as we receive additional information.

1. **Please identify the affiliates currently facilitating fetal tissue donation.**

   We are aware of two affiliates that presently facilitate fetal tissue donation to a tissue procurement organization ("TPO"), or to organizations using fetal tissue in research. Those affiliates are Planned Parenthood of the Pacific Southwest and Planned Parenthood of Greater Washington and North Idaho. We are not including in this total affiliates that have provided tissue to organizations using only placental tissue, decidua, and/or maternal or cord blood in research.

2. **Please identify which affiliates have facilitated fetal tissue donation in the past ten years, including the following information for each case:**
   - **When did the affiliate initiate such program**
   - **When did the affiliate discontinue such program (if discontinued)**
   - **What was the reason for discontinuing the program (if it has been discontinued)**

   We are aware of six affiliates that have facilitated fetal tissue donation to TPOs, or to organizations using fetal tissue in research, in the past five years. We are not including in this total affiliates that have provided tissue to organizations using only placental tissue, decidua, and/or maternal or cord blood in research.

   Planned Parenthood of Greater Washington and North Idaho entered into a research contract in December 2011 to facilitate fetal tissue donation by its patients. The affiliate did not begin to facilitate tissue donation under this program until 2014. The affiliate's participation in the program is ongoing.

   Planned Parenthood of San Diego and Riverside Counties entered into an agreement with a TPO in June 1999 to facilitate fetal tissue donation by its patients. That affiliate changed its name to Planned Parenthood of the Pacific Southwest, and renewed the tissue donation agreement, in October 2010. The affiliate's participation in the program is ongoing. Planned Parenthood of San Diego and Riverside Counties also received approval for a research program involving fetal tissue donation in October 2008. That program is ongoing through Planned Parenthood of the Pacific Southwest as well.

   Planned Parenthood Los Angeles entered into an agreement in March 2010 to facilitate fetal tissue donation by its patients. The affiliate suspended its participation in the program on July 14, 2015, via telephone notice to the TPO,

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and is not presently facilitating tissue donation. The affiliate suspended the program after it received threatening communications following the release of the first Center for Medical Progress video; the affiliate leadership concluded that continued participation in the donation program would raise safety concerns for the affiliate's patients and staff.

Planned Parenthood of Orange and San Bernardino Counties entered into an agreement in September 2008 to facilitate fetal tissue donation by its patients. The affiliate last facilitated tissue donation on June 5, 2015. The program was suspended because the tissue recipient's laboratory was undergoing renovations. The affiliate has not resumed facilitating tissue donation.

Planned Parenthood Northern California entered into an agreement in May 2012 to facilitate fetal tissue donation by its patients. This affiliate last facilitated tissue donation in March 2015. The TPO terminated the program on August 14, 2015.

Planned Parenthood Mar Monte renewed in 2007 an agreement dating back to November 1997 to facilitate fetal tissue donation by its patients. The affiliate subsequently contracted with another TPO in April 2010 and terminated the agreement with the first TPO in July 2010. The second TPO terminated its agreement with the affiliate on August 14, 2015.

5. If a Planned Parenthood affiliate receives any compensation in the course of facilitating tissue donation, is any portion of those funds paid to PPFA?

No. Planned Parenthood affiliates that receive reimbursement for the costs of facilitating tissue donation do not pay any portion of the reimbursement to PPFA.

7. Please explain what services provided by Planned Parenthood affiliates are considered by PPFA to be "core" services.

Planned Parenthood's Core Services are as follows:

- Well Woman Exams, including cervical screening and breast exams.
- Pregnancy Testing and Options Education.
- Contraception, Education, Prescribing/Dispensing for all FDA approved methods.
    - Capability to dispense: Affiliate-selected formulary of both combination and progestin-only oral contraceptives based on affordability, patient and clinician choice; Emergency Contraception; Male Condom.
    - Capability to provide for insertion of: Contraceptive Implant; Copper bearing IUD; Levonorgestrel IUC.
    - Capability to provide for injection of: Depot Medroxyprogesterone Acetate (DMPA).
    - Prescribing or dispensing of other methods: Contraceptive Ring; Contraceptive Patch; FemCap or Diaphragm; Female Condom.

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- STI screening, testing, treatment for women and men.
    - STI screening or testing (according to CDC STD treatment guidelines): Chlamydia; Gonorrhea; Trichomonas/Bacterial Vaginosis; HIV; Syphilis; Hepatitis B; Hepatitis C; Genital Herpes Simplex Virus.
    - STI treatment or disease management for: Chlamydia; Gonorrhea; Trichomonas/Bacterial Vaginosis; Genital Herpes Simplex Virus; External Genital Warts; Scabies; Pedioculosis Pubis.
- HIV Point of Service Rapid Testing for Women and Men.
- HPV Vaccine.

Additionally, abortion services must be offered in at least one health center per affiliate, as follows:

- First Trimester medical abortion;
  AND/OR
- First Trimester surgical abortion.

8. Please identify the approximate date at which PPFA converted from a process of requiring PPFA approval of an affiliate's tissue donation program, to a process whereby affiliates were allowed to facilitate fetal tissue donation without prior approval. Please describe why PPFA implemented this change.

As of November 6, 2013, PPFA affiliates have been permitted to elect to facilitate fetal tissue donation without prior approval. PPFA implemented this policy change as part of a broader effort to reduce the administrative burden on affiliates and support affiliate service expansion. This overhaul affected other affiliate services besides facilitation of tissue donation; PPFA no longer requires prior approval for an affiliate to offer certain other non-core services.

10. Please provide background information regarding the PPFA research department, its mission, and the types of research under its purview. Please also describe how PPFA's research agenda implicates the affiliates, for example, are affiliates required to participate in the PPFA research program, or are affiliates permitted to develop their own research programs? If affiliates have their own research programs, please describe what oversight PPFA has of such research programs.

Research Department Mission

Research is an explicit part of the Planned Parenthood mission, one tenet of which is "to promote research and the advancement of technology in reproductive health care and encourage understanding of their inherent bioethical, behavioral, and social implications." *See* http://www.plannedparenthood.org/about-us/who-we-are/mission. As such, PPFA conducts research to answer key clinical

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questions, test innovations in clinical care, and conduct health outcomes research and service delivery research to improve patient outcomes.

About the PPFA Research Department

The purpose of the PPFA Research Department is to carry out and support affiliates in clinical and health services research efforts to advance reproductive health. The Research Department has three primary areas of responsibility: technical assistance to affiliates on research related matters and registration of research studies conducted at affiliates; leadership and coordination of multi-center grant-funded and industry-sponsored trials; and development and implementation of PPFA-led studies to improve patient health outcomes. The PPFA Research Department comprises clinical and public health researchers.

The Research Department has a 12-year history of successful implementation and administrative oversight of clinical trials including studies of the safety, efficacy, and acceptability of contraceptive methods; diagnostic and treatment options for sexually transmitted diseases; and other critical areas of reproductive health.

The Research Department has also engaged in investigator-initiated studies and health services research, including a grant-funded study to improve contraceptive use in collaboration with the University of California, San Francisco recently published in the *Lancet*; a randomized controlled trial testing an intervention to increase HPV vaccine completion that was published in *Vaccine*; and an ongoing grant-funded study on contraceptive counseling in collaboration with New York University.

Types of Research Under Research Department Purview

There are three broad categories of research that fall under the purview of the PPFA Research Department: 1) Affiliate-initiated research; 2) PPFA-coordinated research; and 3) PPFA-initiated research.

1) *Affiliate-initiated research* is research that is conducted by or at an affiliate in which Planned Parenthood clients and/or staff are the participants. The research project may be developed by affiliate staff or the affiliate may partner or engage with external researchers. The affiliate is responsible for compiling all appropriate documentation and registering the study with the PPFA Research Department. The affiliate involvement may vary depending on the research project. Studies may include grant-funded or industry-sponsored trials, as well as internal affiliate research projects for which there is no funding.

2) *PPFA-coordinated research* is research that is conducted at multiple affiliates that has been reviewed and coordinated by the PPFA

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Research Department. Because PPFA has coordinated the study and reviewed all protocols, contracts, budgets, and regulatory documents in advance, no registration with PPFA by individual affiliates is necessary. Sometimes PPFA is the investigator or co-investigator on such a study. PPFA remains involved in the study conduct through to study close out. These studies may include grant-funded or industry-sponsored trials.

3) *PPFA-initiated research* is research that is conceived and conducted by the PPFA Research Department. This may include research with Planned Parenthood clients or staff or with non-Planned Parenthood clients. PPFA staff are responsible for submitting for external IRB review any research involving human subjects (as governed by the *Code of Federal Regulations*). Studies may include grant-funded or investigator-initiated studies with industry support, as well as internal research projects for which there is no discrete funding source.

All research studies involving fetal tissue have been affiliate-initiated research. PPFA has never initiated or coordinated a research study involving fetal tissue.

Description of How PPFA's Research Agenda Implicates Affiliates

Affiliate participation in research studies is entirely voluntary. The PPFA Research Department makes research study opportunities available to those affiliates that have expressed an interest in research, but participation is not required.

PPFA Research Department Oversight of Affiliates

Affiliates are permitted to develop their own research programs. If affiliates do participate in research, they are required to register that research with PPFA. All research projects conducted at a Planned Parenthood affiliate, those using data generated from or through a Planned Parenthood affiliate, or those conducted by the Planned Parenthood national office must be submitted to and registered by the PPFA Research Department prior to initiation. This includes projects generated within the affiliate and those generated externally, but conducted at the affiliate with Planned Parenthood clients and/or staff.

The PPFA Research Department is not an Institutional Review Board (IRB). All human subjects research studies must be submitted to an external IRB to allow them to make the final determination of exemption or expedited review and must be registered with the PPFA Research Department, whether the research obtains IRB exemption, expedited approval, or full review approval.

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To register a research study, affiliates must submit each of the following documents to PPFA:

- a completed research registration form;
- documentation of IRB approval or a letter from the IRB stating that the research is exempt from IRB oversight;
- IRB-approved Informed Consent form (if applicable);
- any contracts or agreements, including data use agreements (if applicable);
- a list of departures or deviations from PPFA or affiliate written standards or protocols (if applicable); and
- the study instrument(s) — survey questionnaire and/or interview guide (if applicable).

Upon receipt of all appropriate study materials and documentation, the PPFA Research Department will process the registration and forward any contract indemnification agreements to Affiliate Risk Management Services (ARMS) for review and approval. Protocol or study instrument modifications may be suggested or required to obtain approval. The affiliate contact person and the affiliate medical director then receive an approval letter. Once the approval letter is received, study activities can begin.

During the conduct of the study activities, affiliates must notify the PPFA Research Department if any of the following occurs:

- a major change in the research design, methods, or planned duration of the project;
- early termination of the research for any reason;
- IRB continuing approval is denied;
- the study site is subjected to FDA audit;
- a change in the Principal Investigator;
- a serious adverse event is experienced by any participant;
- a data breach occurs;
- the study may get media attention prior to completion — affiliates should inform the PPFA Research Department for organizational preparedness.

The PPFA Research Department must be contacted immediately if any serious adverse effects or events occur as part of involvement in a research study.

Non-compliance with any required PPFA standards may affect the affiliate's accreditation status and ultimately result in actions that jeopardize the affiliate's ability to continue to use the Planned Parenthood trademark. Compliance with the mandatory or required standards and/or criteria contained within the PPFA Research Manual is assessed through, but not limited to, the accreditation process which includes Elements of Performance (EOPs) related to research.

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PPFA-HOU_E&C-000167

13. **Please describe whether PPFA is involved in any research involving the use of digoxin in abortion procedures.**

To our knowledge, PPFA itself has not been involved in any research studying the use of digoxin in abortion procedures. We are aware of a total of four studies involving digoxin that were conducted at Planned Parenthood affiliates (and registered through the PPFA Research Department), as well as an initial registration request for a qualitative study on women's experiences with digoxin that is still pending additional document submission.

14. **Please explain whether PPFA provides any guidance on criteria to affiliates for selecting the direct recipients of fetal tissue donations. If yes, please provide the guidance.**

PPFA does not provide any guidance to affiliates on criteria for selecting the recipients who directly receive donated fetal tissue from an affiliate.

16. **Please clarify how the affiliates account for costs related to fetal tissue donation. Is any of this information reported to PPFA, either episodically or at regular intervals, such as in quarterly reports or at the time of reaccreditation review?**

PPFA policies require that an affiliate that chooses to accept reimbursement for allowable expenses must be able to demonstrate the reimbursement represents its actual costs. PPFA recommends that an affiliate consult with PPFA's Consortium of Abortion Providers ("CAPS") about steps to document and demonstrate actual costs. CAPS works with affiliates to improve access to high-quality abortion services by providing limited clinical training, providing assistance to affiliates operating in restrictive regulatory environments, and administering grants to low-income patients who cannot afford their care.

Individual affiliates decide how to account for their costs related to fetal tissue donation. PPFA expects affiliates to comply with all applicable state and federal laws, but does not require affiliates to report to PPFA on their accounting for the costs related to facilitating fetal tissue donation.

20. **Please provide further information on the question of whether doctors performing abortions may know before performing the procedure whether the patient has consented to donate fetal tissue.**

Some physicians performing abortions are sometimes aware prior to the abortion that the patient has requested to donate fetal tissue following the abortion. However, whether any particular physician is aware before performing the

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procedure varies by affiliate, by physician and, in some instances, by the specific circumstances of each patient.

21. Please explain whether PPFA provides, or has provided, any training on tissue donation or tissue procurement. If so, please provide copies of any materials used in such training.

In the Spring of 2015, [redacted], PPFA Senior Counsel, Law and Policy, gave a presentation on PPFA's fetal tissue donation policy at PPFA's Spring 2015 Annual Conference. There were no written materials other than the May 2015 guidance document titled "Programs for Donation of Blood and/or Aborted Pregnancy Tissue for Medical Research" (previously produced as PPFA-HOU_E&C-000043-45) used in the presentation. Other than this oral presentation, we are not aware of PPFA providing any other training on tissue donation or tissue procurement.

24. Please explain the reasons why the number of PPFA affiliates has declined from over one hundred to 59. Please explain whether this trend is expected to continue.

Over the years, PPFA has experienced a significant reduction in the number of affiliates due primarily to mergers, and in some cases disaffiliation. Some examples include Texas shifting from ten independent affiliates to three. Pennsylvania has gone from seven to three affiliates, and more recently, Florida has shifted from five to two affiliates in the past year.

Mergers can primarily be attributed to the recognition that better economies of scale would allow for affiliates to reduce duplication in overhead, more effectively invest in patient care and programs, and build stronger leadership. It is anticipated that while mergers will continue, they will not occur at the same pace.

PPFA has provided leadership to affiliates to help guide thoughtful processes for affiliates when they decide to merge with a neighboring affiliate to ensure strong continuity of care, strong leadership and strong programs. In cases of disaffiliation, contributing factors range from compliance with MS&Gs, specifically the adoption of Core Services, and protection of the Trademark to strategic restructuring.

25. Please provide examples of actions PPFA has taken when an employee has failed to adhere to PPFA standards.

PPFA has imposed disciplinary action against PPFA employees for violations of PPFA policies commensurate with the severity of the violation. Discipline options range from conversations and coaching sessions through termination of employment for more severe offenses.

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Exhibit 5.36

U.S. House of Representatives Committee on Energy & Commerce
Subcommittee on Oversight & Investigations
Follow-Up Questions Dated August 20, 2015

Our fact development is ongoing, and therefore our responses are based on the best information that we have gathered to date. We will supplement these responses, if needed, as we receive additional information.

3. Please describe the dues structure for Planned Parenthood affiliates.

Planned Parenthood affiliates are required to pay annual dues, known as National Program Support (NPS) dues, to Planned Parenthood Federation of America, Inc. ("PPFA") to support PPFA programs and leadership. The NPS dues are calculated based on 1.25% of an affiliate's audited operating expenses. Affiliates may elect to participate in fee-for-service programs not covered by their NPS dues, such as the national website. For participation in these fee-for-service programs, affiliates and PPFA make individual agreements to define the scope of services and associated fees.

11. Please describe the range and types of research that fetal tissue from Planned Parenthood fetal tissue donation programs is used for.

As a general matter, PPFA has insight into the research projects for which donated fetal tissue is used only where affiliates facilitate tissue donation directly to research institutions. Two affiliates—Planned Parenthood of Greater Washington and North Idaho ("PPGWNI") and Planned Parenthood of the Pacific Southwest ("PPPSW")—currently facilitate tissue donation to research institutions for use in fetal tissue research. As stated in PPFA's September 4, 2015 production at PPFA-HOU_E&C-000162, we are not including in this total affiliates that have provided tissue to organizations using only placental tissue, decidua, and/or maternal or cord blood in research.

Of the two affiliates currently donating tissue to research institutions for use in fetal tissue research, only PPPSW has an understanding of the specific type of research for which the donated fetal tissue is used. PPGWNI donates fetal tissue to a research institution that itself collects and re-distributes tissue to individual researchers studying birth defects and a variety of other diseases.

PPPSW facilitates fetal tissue donation for a study by a research university on the comprehensive cellular and molecular characterization of fetal human tissue. The objective of this study is to create a bank of high-quality fetal tissue samples and cell cultures from normal to abnormal gestations, which will be profiled using state-of-the-art molecular characterization methods, as well as to store samples and cell cultures for future studies which can be used as new techniques become available.

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12. Please describe whether an affiliate with a fetal tissue donation program is aware of the specific research project for which specific tissue is donated.

Affiliates that facilitate fetal tissue donation are sometimes aware of the specific research project for which specific fetal tissue is donated. An affiliate's knowledge varies depending largely on whether it facilitates fetal tissue donation to a tissue procurement organization ("TPO") or to organizations using fetal tissue in research.

Affiliates that facilitate fetal tissue donation to a TPO are generally not aware of the specific research project for which specific fetal tissue is donated. It is possible that, in some instances, an individual employee of an affiliate may learn information regarding the specific research project for which specific fetal tissue is donated, but that type of information is not routinely exchanged as part of the affiliate-TPO relationship.

Where an affiliate facilitates fetal tissue donation to a research university for a specific research project, that affiliate may have knowledge of the research project for which specific fetal tissue is donated. Alternatively, an affiliate might facilitate fetal tissue donation to a research university that itself collects and distributes fetal tissue for fetal tissue research. In those circumstances, the affiliate would know that the specific tissue was donated to the university-run tissue collection, but may not know whether it was distributed further.

Finally, one affiliate, Planned Parenthood of Orange and San Bernardino Counties, ("PPOSBC") has facilitated tissue donation directly to a biosciences research company. PPOSBC was not a partner in the company's research and is not aware of the specific research project for which the company used any specific tissue sample.

15. Do any affiliates facilitate donations involving derivatives of fetal tissue?

No Planned Parenthood affiliates facilitate donations of derivatives of fetal tissue.

17. Does PPFA have a process or guidelines for how affiliates should vet vendors for fetal tissue disposal? If yes, please provide the process or guidelines.

PPFA does not have a process or guidelines for how affiliates should vet disposal vendors. The Consortium of Abortion Providers ("CAPS") provides some assistance to Planned Parenthood affiliates with disposal vendors, if requested, but does not provide a process or guidelines. For example, if disposal vendors fail to collect an affiliate's medical waste, CAPS can assist affiliates with resolving the issue.

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18. Do affiliates have responsibility for conducting oversight over disposal vendors?

Disposal vendors are independently required to comply with all local, state, and federal laws and regulations regarding disposal of medical waste. PPFA does not require its affiliates to conduct oversight over whether disposal vendors meet their own legal obligations.

19. Please provide background information concerning two independent contractors (who may or may not have been disposal contractors) terminated by a Planned Parenthood affiliate, allegedly for profiting from fetal tissue collection. This is a follow-up issue referenced in a July 23, 2015 AP news story.

The July 23, 2015, article refers to events concerning contractors that the Planned Parenthood affiliate terminated in approximately 1998, not to anything recent or related to the current Center for Medical Progress videos.

We are unable at this time to confirm precise details about these business relationships that the affiliate terminated seventeen years ago. However, we can confirm, as the AP story notes, that there was an FBI investigation, no laws were found to have been violated, and Planned Parenthood was not accused of any wrongdoing.

22. Please provide information on PPFA's policy regarding the use of contract employees. If contract employees are permitted, can an abortion provider be a contract provider and can that individual have his or her own research projects for which fetal tissue is sought?

PPFA does not have a standalone policy regarding the use of contract employees. Each affiliate has discretion concerning the use of contract employees.

PPFA's accreditation process requires affiliates to have all physicians who provide services as independent contractors sign a conflict-of-interest agreement. PPFA's Medical Standards & Guidelines ("MS&Gs") mandate, among other things, that affiliates require contract physicians to complete all mandatory trainings, and that such providers receive an annual evaluation that includes an evaluation of clinical skills. PPFA mandates that any licensed staff that provide services at Planned Parenthood health centers meet appropriate educational, certification and licensing requirements.

An abortion provider at an affiliate can be a contract provider, again at the discretion of the individual affiliate.

If a contract abortion provider is engaged in any Planned Parenthood research, the affiliate's research would be subject to all applicable regulatory requirements

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PPFA-HOU_E&C-000261

and PPFA Research Department guidelines. Such research, if it meets the regulatory requirements and PPFA Research Department guidelines, could properly include a contract abortion provider's own research projects involving fetal tissue.

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PPFA-HOU_E&C-000262

Exhibit 5.37

SPECIMEN DONATION AGREEMENT

This Specimen Donation Agreement (the "Agreement") is effective as of September 23, 2008 (the "Effective Date") by and between DaVinci Biosciences LLC, a Delaware limited liability company located at [redacted] ("**DaVinci**"), and Planned Parenthood® of Orange and San Bernardino Counties, a California nonprofit public benefit corporation located at [redacted] ("**PPOSBC**"). DaVinci and PPOSBC shall individually be referred to herein as a "Party" and collectively as the "Parties".

1. **Specimens.**

   PPOSBC agrees to provide to DaVinci aborted pregnancy tissue which consists of raw, unmanipulated or unprocessed, biological material/cells ("Specimen" or "Specimens") from PPOSBC clients who have undergone an elective abortion during the first or second trimester, are at least 18 years of age or older, have signed the Donation Consent Form, attached hereto as **Exhibit A**, and who are not known by PPOSBC to be infected by HIV or Hepatitis C.

2. **Use of Specimens.**

   a. DaVinci shall use Specimens for cell and stem cell research only, which research on such Specimens shall be conducted exclusively in the State of California. DaVinci shall not, directly or indirectly, involve any individual, organization or other entity or funding source that is prohibited from affiliating with DaVinci or is otherwise prohibited from participating or supporting the activities described in this Section 2.a. The intended "scope of use" for the Specimens is described in DaVinci's Research Summary, which is attached hereto as **Exhibit B** (and incorporated as terms and conditions of this Agreement), and generally provides that DaVinci will isolate cell types from Specimens and use the sorted cell types to culture organ-specific cell and stem cell lines. Cultured or manipulated cells and stem cells will be cryopreserved and used for future cellular studies (e.g., cell surface marker analysis, gene expression profile, and telomere length), in vitro studies (e.g., differentiation potential of various stem cell types) and animal studies (in vivo functionality of various cell and stem cell types).

   b. DaVinci represents and warrants that it has conducted cell and stem cell research in adherence with the highest ethical and privacy standards for research and in compliance with all applicable federal and state laws as well as in accordance with DaVinci's internal Bioethics Policy Statement, and DaVinci covenants that it will continue to adhere to such standards during the term hereof.

3. **Procedures.**

   a. DaVinci will provide PPOSBC with a sterile container, including storage media, for each Specimen ("Container").

b. On each PPOSBC operating surgery day during which the retrieval of Specimen is scheduled, PPOSBC will: (i) following retrieval, store each Specimen in a separate Container; and (ii) before the end of the day on which the Specimen was collected, notify DaVinci's designated contact, specified in Section 8.b., below, that Specimen is ready for pick-up by DaVinci's designated transporting representative.

c. PPOSBC will not provide to DaVinci any Specimens which are known by PPOSBC to be infected with HIV or Hepatitis C.

d. To protect the privacy of donors, PPOSBC will provide to DaVinci only "de-identified" Specimens as defined under the Privacy Rule of the Health Insurance Portability and Accountability Act of 1996's (HIPAA), 45 C.F.R. Parts 160 and 164. Specimens will not include any identifying information about the donor. All Donation Consent Forms signed by PPOSBC clients will contain a provision indicating that the donor and PPOSBC relinquish any and all rights to the Specimens upon delivery to DaVinci.

e. Within a reasonable amount of time after receipt of each Specimen, DaVinci will submit a portion or sample of the Specimen to a serology laboratory to be screened for HIV and Hepatitis C. If the Specimen is found to be infected with either of these pathogens, the Specimen will be collected by DaVinci's biohazard/medical waste management service provider and incinerated at the biohazard/medical waste management service provider's designated disposition site. All Specimens will be de-identified and neither DaVinci nor PPOSBC will be obligated or able to notify PPOSBC clients of any positive test results for HIV or Hepatitis C.

f. DaVinci will not transfer Specimens to any third party except to: (i) a serology lab to perform the pathology screening as described in Section 3.e., above; and (ii) a biohazard/medical waste management service provider solely for destruction purposes, as described in Sections 3.e. and 3.h.

g. DaVinci will transport Specimens in accordance with all applicable federal, state and local storage and transfer requirements.

h. DaVinci will store all Specimens in a place not open to the public and will use all reasonable efforts to store Specimens so as to prevent deterioration that would create a health hazard. All waste tissue from each Specimen will be collected by DaVinci's biohazard/medical waste management service provider and incinerated at such provider's designated disposition site. "Waste tissue" in this Agreement means any or all parts of Specimens that DaVinci does not use for research.

i. DaVinci shall notify PPOSBC within five (5) business days of its discovery of any failure (whether material or non-material) by DaVinci, or any subcontractor or agent of DaVinci, to comply with the terms and conditions of Section 3.e., f., g., or h. The notice, which may be orally communicated to the Chief Executive Officer or his/her

designee of PPOSBC, shall include the circumstance of the failure and the steps taken to remedy the failure and to avoid future recurrence of the failure.

4. **Confidentiality.**

DaVinci and PPOSBC agree to keep confidential and shall not disclose without the prior written consent of the other or as otherwise required by law, all confidential information of the other party. "Confidential Information" is (i) any information, documents or materials disclosed by either party to the other during the course of negotiating this Agreement or pursuant to this Agreement; (ii) all information related to this Agreement itself, the terms and conditions of the Agreement, and (iii) information contained in the Donation Consent Forms signed by PPOSBC clients. Confidential Information shall exclude such information which, (i) is or lawfully becomes generally available to the public' (ii) is lawfully acquired from third parties who have a right to disclose such information; or (iii) by prior mutual written agreement, is released from a confidential status. Prompt written notice of any disclosure required by law shall be provided by the disclosing Party to the other Party.

5. **Ownership.**

a. Once in the possession of DaVinci, all Specimens and any cell lines or stem cell lines derived therefrom by a method of isolation, processing or cellular manipulation shall become the sole property of DaVinci. Neither PPOSBC nor any PPOSBC client will have or retain any right, title, interest in or to the Intellectual Property Rights or materials resulting from DaVinci's use of the Specimens. "Intellectual Property Rights" means all intellectual property rights throughout the world, whether existing under intellectual property, unfair competition or trade secret laws, or under statute or at common law or equity, including but not limited to: (i) copyrights, trade secrets, trademarks, trade names, patents, inventions, designs, logos and trade dress, "moral rights," mask works, rights of personality, publicity or privacy, and any other intellectual property and Proprietary rights; (ii) any registration, application or right to apply for any of the rights referred to in this clause; and (iii) any and all renewals, reexaminations, extensions and restorations thereof, now or hereafter in force and effect.

b. PPOSBC, on behalf of itself and of all clients who donate Specimens, hereby assigns, and agrees to assign in the future, to DaVinci and its affiliates all rights PPOSBC or such client have or may acquire by operation of law or otherwise in the (i) Specimens; or (ii) Intellectual Property Rights or materials (including but not limited to isolated cell lines or stem cell lines) resulting from DaVinci's use of the Specimens. PPOSBC, on behalf of itself and all clients who donate Specimens, agrees to fully cooperate with DaVinci and its affiliates in securing and preserving the rights of DaVinci and its affiliates in the (i) Specimens; or (ii) Intellectual Property

Rights or materials resulting from DaVinci's use of the Specimens and processing and manipulation thereof.

6. **Representations and Warranties.**

a. Each Party represents and warrants that it is authorized to enter into this Agreement and to perform the services to be performed by it hereunder.

b. PPOSBC represents and warrants that prior to providing any Specimens to DaVinci, PPOSBC will obtain any and all necessary clearances, releases, approvals or consents from PPOSBC's clients, to allow DaVinci to receive and use the Specimens under this Agreement and to obtain the rights set forth in Section 5, above.

c. DaVinci represents and warrants that it has previously received and used specimens and DaVinci covenants that it will receive and use Specimens for cell and stem cell research in compliance with all applicable federal and state laws and regulations, including without limitation The Uniform Anatomical Gift Act (codified in California as California Health and Safety Code §§ 7150-7156.5), The National Organ Transplantation Act (42 U.S.C. § 274e), The NIH Revitalization Act of 1993 (42 U.S.C. §§ 289 g-1 & 289 g-2), California Health and Safety Code §§ 123440 & 123445, and California Health and Safety Code §§ 125300-125320.

d. PPOSBC does not, and shall not assume any liability for the activities of DaVinci. DaVinci represents and warrants that it maintains and DaVinci covenants that it will maintain comprehensive and general liability insurance and/or other applicable insurance covering the acts and omissions of DaVinci arising in connection with DaVinci's duties herein, with liability limits in the amounts of $1,000,000 per occurrence and $3,000,000 annual aggregate. DaVinci shall maintain this coverage for claims arising during the term of this Agreement and during the applicable statute of limitations. DaVinci shall provide PPOSBC with a current certificate evidencing the coverage required by this section. DaVinci shall promptly notify PPOSBC of any change in the amount or scope of its coverage.

e. Each Party (the "Indemnitor") hereby indemnifies, defends and holds the other Party (the "Indemnitee") harmless from and against any and all damages, liabilities, loss, costs or expenses (including, without limitation, reasonable attorneys' fees) arising out of or in connection with any breach or alleged breach by the Indemnitor of any of the warranties, representations or agreements made by the Indemnitor herein. The Indemnitee shall: (i) provide the Indemnitor reasonably prompt notice in writing of any claim or action and permit the Indemnitor, through counsel reasonably acceptable to the Indemnitee, to answer and defend such claim or action; and (ii) provide the Indemnitor information, assistance and authority, at Indemnitor's expense, to help the Indemnitor to defend such claim or action. The Indemnitor shall not be responsible for any settlement made by the Indemnitee without the Indemnitor's written permission, which permission shall not be unreasonably withheld. The Indemnitee

shall have the right to employ separate counsel and participate in the defense of any claim or action. The Indemnitor may not settle any claim or action under this Section on the Indemnitee's behalf without first obtaining the Indemnitee's written permission, which permission will not be unreasonably withheld. The Indemnitee shall reimburse the Indemnitee on demand for any payment made or loss suffered by the Indemnitee regarding an amount subject to the foregoing indemnity, including all reasonably related costs, expenses and attorneys' fees. The indemnity hereunder shall be limited to claims reduced to judgment by a court of law and settlements entered into with the Indemnitor's consent.

f. NOT WITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE SPECIMENS ARE BEING SUPPLIED "AS IS", WITH NO WARRANTIES, EXPRESS OR IMPLIED, AND PPOSBC EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF THIRD PARTY PROPRIETARY RIGHTS WITH RESPECT THERETO.

7. **Term and Termination.**

a. The term of this Agreement shall commence as of the Effective Date (specified on page 1 of this Agreement) and shall continue until terminated pursuant to Section 7.b.

b. Either Party may terminate this Agreement immediately upon written notice at any time with or without cause. Such termination shall be effective upon written notice to such Party or as soon thereafter as is permitted by applicable law. In lieu of termination, PPOSBC may temporarily suspend the provision of Specimens to DaVinci upon the receipt of notice under Section 3.i. or any event coming to its attention with respect to a failure of DaVinci to comply with the terms and conditions of this Agreement.

c. Upon termination of this Agreement, neither Party shall have any further obligation hereunder except for (i) obligations occurring prior to the date of termination; and (ii) obligations, promises and covenants (including without limitation, Sections 3, 4, and 5) contained herein that expressly extend beyond the term of this Agreement.

8. **Notices.**

a. **General Notices.** All written notices and statements to be sent to any Party hereunder shall be addressed to the applicable address set forth on page 1 of this Agreement or at such other address as may be designated in writing from time to time. All notices shall either be served by personal delivery (with written receipt of delivery), certified or registered mail, return receipt requested, or overnight courier (with written receipt of delivery), all charges paid. Except as otherwise provided

herein, such notices shall be deemed given when personally delivered, one (1) day after delivered by overnight courier, or five (5) days after mailing, except that notices of change of address shall be effective only after actual receipt.

b. **Notice of Specimen Delivery.** Telephonic notice to DaVinci that a Specimen or Specimens are ready to be collected by DaVinci's designated transportation representative should be made in accordance to Section 3.e., above, to [redacted] at [redacted] Monday through Friday and to [redacted] on Saturday.

9. **Miscellaneous.**

a. If for any reason a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible so as to affect the intent of the Parties, and the remainder of this Agreement will continue in full force and effect. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving Party. The Parties and their respective counsel have had an opportunity to review this Agreement which will be interpreted fairly and in accordance with its terms and without any strict construction in favor of or against either Party.

b. This Agreement shall be construed and controlled according to the laws of the State of California applicable to contracts entered into and entirely performed therein. Any dispute arising under, in connection with, or incident to this Agreement or concerning its interpretation will be resolved exclusively in the state or federal courts located in Los Angeles, California, and the Parties irrevocably consent to the exercise of jurisdiction by said courts over them.

c. In the event of any action, suit or proceeding arising from or based upon this Agreement brought by either Party hereto against the other, the prevailing Party shall be entitled to recover from the other its reasonable attorneys' fees in connection therewith in addition to the costs of such action, suit or proceeding.

d. This Agreement may be executed in one or more counterparts and by facsimile, all of which shall be considered one and the same Agreement and each of which shall be deemed an original.

e. Neither Party may assign any of its rights or obligations hereunder without the prior written consent of the other Party. Any attempted assignment in violation of this Section shall be null and void. In addition, DaVinci shall notify PPOSBC in writing in the event of any acquisition of DaVinci (including an acquisition of stock

exceeding 50% of its then outstanding shares) or any merger in which DaVinci is a party.

f. Nothing in this Agreement should be construed as creating an agency, partnership, joint venture, franchise, or employment relationship between the Parties. Neither Party has the authority to make any statements, representations or commitments of any kind, nor to take any action binding on the other, except to the extent (if any), provided for in this Agreement.

g. This Agreement, including any exhibits attached hereto which are incorporated by this reference, constitutes the entire agreement between the Parties with respect to its subject matter and merges all prior and contemporaneous communications. It shall not be modified except by a written agreement dated subsequent to the date of this Agreement and signed on behalf of the Parties by their respective authorized representatives.

AUTHORIZED SIGNATURES

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the Effective Date written above.

DaVinci Biosciences, LLC	**Planned Parenthood® of Orange and San Bernardino Counties**
[redacted]	
Title: President	Title: President/CEO
Date: September 23, 2008	Date: 9/23/08

Exhibit A. Donation Consent Form

Exhibit B. Research Summary

Exhibit A

Planned Parenthood
Orange and San Bernardino Counties

CONSENT FOR DONATION OF ABORTED PREGNANCY TISSUE
FOR MEDICAL RESEARCH, EDUCATION, OR TREATMENT

Recent advances in medical science have been developed through research using tissue that has been aborted. This research is being done to treat and find a cure for such diseases as diabetes, Parkinson's disease, Alzheimer's disease, cancer and AIDS.

Tissue can be obtained as a result of donation of pregnancy tissue after an abortion. Before you give your consent to donate pregnancy tissue, **read each of the following statements and initial the line to the right**. If there is any statement you do not understand, or if you have any questions, someone will discuss them with you.

Before this consent was ever offered to me, I had previously decided to have an abortion and signed an informed consent document. _____

I agree to donate the tissue from the abortion and/or miscarriage as a bodily gift to be used for education, research, stem cell research, treatment or the advancement of medical science. _____

The donation is made without any restriction regarding who might receive the donated tissue or for what purpose it might be used. _____

I have not been informed of the identity of any individual who will receive the tissue that I am donating. _____

The method, timing or procedure of abortion cannot and will not be substantively altered for the purpose of obtaining the tissue. _____

There will be no payment to me for the donated tissue or for any product, process or service that may result from this donation. _____

I may refuse to donate pregnancy tissue, and this will not affect my current medical care or my ability to get any future medical services at Planned Parenthood of Orange and San Bernardino Counties. _____

Signature:_____ Date:_____

Witness:_____ Date:_____

[redacted]

Exhibit B

Research Summary

Tissue Collection/Processing Protocol

To be performed by PPOSBC employees at the Orange medical facility:

1. Fetal Material of gestational development between 8-20 weeks will be obtained under Informed Consent.

2. Fetal Material will be collected and transferred to a sterile container provided by DaVinci.

3. The sterile container will be stored in a refrigerator in preparation for transfer.

4. DaVinci will be responsible for picking up and transporting specimens from PPOSBC to DaVinci per an agreed upon schedule.

To be performed at DaVinci's Costa Mesa laboratory:

1. Fetal material will be processed at DaVinci under biosafety level II standard operating procedures.

2. Fetal material will be removed from container and placed into a sterile pan containing DPBS(-), all identifiable organs will be removed and placed into separate sterile containers.

3. Fetal material that is not identifiable will be placed into a separate sterile container.

4. Identified fetal organs will be mechanically minced and enzymatically digested with 1 mg/mL of collagenase containing 100 units of DNAse I and incubated in a shaking water bath for 30 minutes at 37°C to create a single cell suspension.

5. Enzymatic digestion will be quenched by the addition of 20% FBS/DMEM.

6. Cell suspension will then be centrifuged and washed 3X at 300 x g for 10 minutes with DPBS(-).

7. Cell suspension will then undergo an erythrocytes lysis procedure with 1 X RBC lysis buffer.

8. Cell suspension will then be centrifuged and washed 3 X at 300 x g for 10 minutes with DPBS(-).

9. Cell suspension will be incubated with appropriate primary antibodies overnight at 4 °C to isolate organ-specific cells and stem cells.

10. Following the 24 hour primary antibody incubation period the cell suspension will be centrifuged and washed 3 X at 300 x g for 10 minutes with DPBS(-).

11. Cell suspension will then be sent to a Molecular Flow Cytometry facility for sorting of targeted organ-specific cells and stem cells.

12. Sorted cells and stem cells will then be collected by and to DaVinci.

13. DaVinci's laboratory will be responsible for culturing isolated organ-specific cells and stem cells in appropriate cell culture medium and expanding these cells until passage 4, wherein some cells will be cryopreserved at DaVinci for future studies; not limited to cell surface marker analysis, gene expression profile, telomere length, in vitro differentiation potential comparison between organ-specific cells and stem cells, in vitro differentiation potential comparison between fetal and adult stem cells, and in vivo efficacy of fetal organ-specific cells and stem cells.

Exhibit 5.38

DaVinci Biosciences LLC
Characterization of Human Fetal Stem Cells
and
Determination of Research and Therapeutic Tool Potential

Tissue Processing Protocol:

To be performed at Planned Parenthood® Orange and San Bernardino County (Orange):

1. After medical consultation and patient consent for procedure, Planned Parenthood staff present informed consents and discuss tissue donation with potential donor
2. Fetal material (products of conception) of gestational ages between 5-20 weeks will be obtained with signed consent
3. Informed consents are stored at Planned Parenthood.
4. Fetal material (products of conception) will be collected and washed 3x with Dulbecco's Phosphate Buffered Saline solution (DPBS(-)) and transferred to a sterile container with age of sample written on container.
5. The sterile container will be stored on wet ice and transported from Planned Parenthood ® to DaVinci Biosciences LLC only by the appointed DaVinci Biosciences LLC employee

To be performed at DaVinci Biosciences, LLC (in Yorba Linda):

1. Fetal material (products of conception) will be processed at DaVinci Biosciences LLC under biosafety level II standard operating procedures.
2. Fetal material is checked in and assigned a sequential number
3. Fetal material (products of conception) will be removed from container and placed in a sterile tray with DPBS (-). All fetal organs will be isolated and placed into individual sterile containers.
4. Fetal material (products of conception) which are not identifiable will be stored in a separate sterile container.
5. Identified fetal organs will be mechanically minced and enzymatically digested with 1 mg/ml of collagenase containing 1 00 units of DNAse I and incubated in a shaking water bath for 30 minutes at 37°C to create a single cell suspension.
6. Enzymatic digestion will be quenched by the addition of 20% FBS/DMEM.
7. Cell suspension will be then be centrifuged and washed 3X at 300 x g for 10 minutes with DPBS (-).
8. Cell suspension will then undergo an erythrocyte lysis procedure with 1X RBC lysis buffer.
9. Cell suspension will then be centrifuged and washed 3X at 300 x g for 10 minutes with DPBS (-).
10. Cell suspension will be incubated with appropriate primary antibodies overnight at 4°C to isolate organ specific stem cells.
11. Following the 24 hour primary antibody incubation period the cell suspension will be centrifuged and washed 3X at 300 x g for 1 0 minutes with DPBS (-).
12. DaVinci Biosciences will then culture isolated organ-specific stem cells in the appropriate cell culture medium and expand the cells to passage 4. Following this, some cells will be

[redacted]

cryopreserved at DaVinci Biosciences LLC for future studies which are not limited to cell surface marker analysis, gene expression profile, telomere length, in vitro differentiation potential comparison between organ specific stem cells, in vitro differentiation potential comparison between fetal and adult stem cells, in vivo efficacy of fetal organ specific stem cells.

Exhibit 5.39

DaVinci Biosciences	Form 101

Prenatal Receiving

CONTROLLED DOCUMENT	Effective Date: 10/03/2012	Version 2

Use this form in connection with SOP DALAB-CC-031

Sample #	Harvest Date	Pick up time	Arrival Time	Organ/Tissue	Age (wks)	Gender (M/F/U)	Code	Picked up by	Operator(s)	Was collected tissue discarded? (Yes or No. If yes, why?)

Property of DaVinci Biosciences-CONFIDENTIAL DOCUMENT-Any unauthorized copy and distribution is strictly prohibited.

CONFIDENTIAL

DaVinci Biosciences	FORM 102

PreNatal Tissue Tracking

CONFIDENTIAL	Approved: 07/03/2012	Version 1

1. Sample and Collection Information

Sample ID:_____ Age:_____ Gender: _____ Pathology:_____

Date Harvested: _____ Time:_____ Date Received: _____ Time: _____

Comments: _____

Technicians Processing Materials: _____; _____; _____

WARNING: TREAT EACH SAMPLE AS POTENTIALLY INFECTIOUS MATERIAL

2. List of Organs and Samples Collected

Tissue	Amount	Processing Code*	# of Vials	Comments	LOT #	Reference

*Process Codes B, Fl, P (Blocks, Fluids, Cell Pellets) may not require further analysis

QA Review By:	Date:	Approved ☐ Rejected ☐	Signature:_____ Quality Assurance Manager

Property of DaVinci Biosciences-CONFIDENTIAL DOCUMENT-Any unauthorized copy and distribution is strictly prohibited.

DaVinci Biosciences	FORM 102
PreNatal Tissue Tracking	

3. QC Summary:

3.1. Frozen and Fresh Cells:

		Form 105		Form 206	Form 207	Form 208		
Cat #	**LOT #**	**Cell Count/ Viability**	**Cell Propagation**	**Mycoplasma**	**Pathogen**	**Sterility**	**By:**	**Date:**
		Pass/Fail	Pass/Fail/N/A	Pass/Fail/N/A	Pass/Fail/N/A	Pass/Fail		
		Pass/Fail	Pass/Fail/N/A	Pass/Fail/N/A	Pass/Fail/N/A	Pass/Fail		
		Pass/Fail	Pass/Fail/N/A	Pass/Fail/N/A	Pass/Fail/N/A	Pass/Fail		
		Pass/Fail	Pass/Fail/N/A	Pass/Fail/N/A	Pass/Fail/N/A	Pass/Fail		

3.2. RNA—Form 203

Cat #	**LOT #**	**Gel**	**A260/A280**	**Housekeeping Gene**	**By:**	**Date:**
		Pass/Fail	Pass/Fail	Pass/Fail		
		Pass/Fail	Pass/Fail	Pass/Fail		

3.3. cDNA—Form 204

Cat #	**LOT #**	**Housekeeping Gene**	**By:**	**Date**
		Pass/Fail		
		Pass/Fail		

3.4. Lysate—Form 205

Cat #	**LOT #**	**Coomassie Gel**	**Immunoblot**	**By:**	**Date:**
		Pass/Fail	Pass/Fail		
		Pass/Fail	Pass/Fail		

QA Review By:	Date:	Approved ☐ Rejected ☐	Signature:_____ Quality Assurance Manager

Property of DaVinci Biosciences-CONFIDENTIAL DOCUMENT-Any unauthorized copy and distribution is strictly prohibited.

CONFIDENTIAL DVB_00000604

Exhibit 5.40

REMIT PAYMENT TO:

DV Biologics LLC

[redacted]

Invoice

Date	Invoice #
2/9/2010	017

PAID 04/12/2010

Bill To	Ship To
Life Technologies [redacted]	[redacted] Life Technologies [redacted]

S.O. No.	P.O. No.	Terms
12	Pushkala Subraman...	Net 30

Item	Lot #	Description	U/M	Ordered	Rate	Amount
PN006-F		Human A2B5 Positive (A2B5+) Neural Cells (prenatal derived) 500,000 cells/vial		3	450.00	1,350.00
PACKAGING ...		Packaging & Handling Fee		1	15.00	15.00
SHIPPING CH...		Shipping Charge - Overnight		1	135.00	135.00

PLEASE REMIT PAYMENT WITHIN 30 DAYS OF INVOICE DATE

Subtotal	$1,500.00
Sales Tax	$0.00
Total	$1,500.00
Payments/Credits	-$1,500.00
Balance Due	$0.00

Phone #	Fax #
[redacted]	

REMIT PAYMENT TO:

DV Biologics LLC

[redacted]

Invoice

Date	Invoice #
6/29/2010	042

PAID 08/02/2010

Bill To	Ship To
Life Technologies [redacted]	[redacted] Life technologies [redacted]

S.O. No.	P.O. No.	Terms
26	N/A	Net 30

Item	Lot #	Description	U/M	Ordered	Rate	Amount
PN006-F		Human A2B5 Positive (A2B5+) Neural Cells (prenatal derived) 500,000 cells/vial ------ LOT pN006f-031810KB		2	450.00	900.00
PN006-F		Human A2B5 Positive (A2B5+) Neural Cells (prenatal derived) 500,000 cells/vial ------ LOT pN006f-021810KE		3	450.00	1,350.00
PACKAGING ...		Packaging & Handling Fee		1	15.00	15.00
SHIPPING CH...		Shipping Charge - Overnight		1	160.00	160.00

PLEASE REMIT PAYMENT WITHIN 30 DAYS OF INVOICE DATE

Subtotal	$2,425.00
Sales Tax	$0.00
Total	$2,425.00
Payments/Credits	-$2,425.00
Balance Due	$0.00

Phone #	Fax #
[redacted]	

REMIT PAYMENT TO:

DV Biologics LLC

[redacted]

Invoice

Date	Invoice #
6/29/2010	043

PAID 08/02/2010

Bill To	Ship To
Life Technologies [redacted]	[redacted] Life technologies [redacted]

S.O. No.	P.O. No.	Terms
48	N/A	Net 30

Item	Lot #	Description	U/M	Ordered	Rate	Amount
PN003-F		Human Neural Progenitor Cells. (prenatal derived) (EVALUATION PRICING) Shipping 6.29.10 ---- LOT 081009RA		2	450.00	900.00
PN003-F		Human Neural Progenitor Cells. (prenatal derived) (EVALUATION PRICING) Estimated Shipping Date of 7.27.10 ---- LOT TBD		2	450.00	900.00
N-GRO-001-500		Neural Cellutions media 500 mL (EVALUATION PRICING)		2	150.00	300.00
PACKAGING ...		Packaging & Handling Fee		1	15.00	15.00
SHIPPING CH...		Shipping Charge - Overnight Tracking No. 7936 7767 1334		1	150.00	150.00
SHIPPING CH...		Shipping Charge - Overnight Tracking No. 7988 0410 6886		1	125.00	125.00
SHIPPING CH...		Shipping Charge - Overnight Tracking No. 7988 0040 7495 ---- Complimentary		1	0.00	0.00

PLEASE REMIT PAYMENT WITHIN 30 DAYS OF INVOICE DATE

Subtotal	$2,390.00
Sales Tax	$0.00
Total	$2,390.00
Payments/Credits	-$2,390.00
Balance Due	$0.00

Phone #	Fax #
[redacted]	

REMIT PAYMENT TO:

DV Biologics LLC

[redacted]

Invoice

Date	Invoice #
8/3/2010	053

PAID 10/21/2011

Bill To	Ship To
Life Technologies [redacted]	[redacted] Life Technologies [redacted]

S.O. No.	P.O. No.	Terms
54	Anne Chen	Net 30

Item	Lot #	Description	U/M	Ordered	Rate	Amount
PN006-F		Human A2B5 Positive (A2B5+) Neural Cells (prenatal derived) 500,000 cells/vial (EVALUATION PRICING) ----- LOT 041410ZA		1	450.00	450.00
PACKAGING ...		Packaging & Handling Fee		1	15.00	15.00
SHIPPING CH...		Shipping Charge - Overnight		1	166.00	166.00

PLEASE REMIT PAYMENT WITHIN 30 DAYS OF INVOICE DATE

Subtotal	$631.00
Sales Tax	$0.00
Total	$631.00
Payments/Credits	-$631.00
Balance Due	$0.00

Phone #	Fax #
[redacted]	

REMIT PAYMENT TO:

DV Biologics LLC

[redacted]

Invoice

Date	Invoice #
9/7/2010	064

PAID 09/09/2010

Bill To	Ship To
Life Technologies [redacted]	[redacted] Life Technologies [redacted]

S.O. No.	P.O. No.	Terms
63	Soo	Net 30

Item	Lot #	Description	U/M	Ordered	Rate	Amount
PN006-F		Human A2B5 Positive (A2B5+) Neural Cells (prenatal derived) 500,000 cells/vial (EVALUATION PRICING) ----- LOT 041410ZA		2	450.00	900.00
PN006-F		Human A2B5 Positive (A2B5+) Neural Cells (prenatal derived) 500,000 cells/vial (EVALUATION PRICING) ----- LOT 083010KD		3	450.00	1,350.00
PACKAGING ...		Packaging & Handling Fee		1	15.00	15.00
SHIPPING CH...		Shipping Charge - Overnight FedEx [redacted]		1	150.00	150.00

USE DV Biologics FedEX Account

PLEASE REMIT PAYMENT WITHIN 30 DAYS OF INVOICE DATE

Subtotal	$2,415.00
Sales Tax	$0.00
Total	$2,415.00
Payments/Credits	-$2,415.00
Balance Due	$0.00

Phone #	Fax #
[redacted]	

REMIT PAYMENT TO:

DV Biologics LLC

[redacted]

Invoice

Date	Invoice #
10/6/2010	073

PAID 08/09/2011

Bill To	Ship To
Life Technologies [redacted]	[redacted] Life Technologies [redacted]

S.O. No.	P.O. No.	Terms
72	80997-OS-00100	Net 30

Item	Lot #	Description	U/M	Ordered	Rate	Amount
PN006-F		Human A2B5 Positive (A2B5+) Neural Cells (prenatal derived) 500,000 cells/vial (EVALUATION PRICING) ----- LOT 041410ZA		2	450.00	900.00
PACKAGING ...		Packaging & Handling Fee		1	15.00	15.00
SHIPPING CH...		Shipping Charge - Overnight FedEx Tracking Number: [redacted]		1	163.00	163.00

USE DV Biologics FedEX Account

PLEASE REMIT PAYMENT WITHIN 30 DAYS OF INVOICE DATE

Subtotal	$1,078.00
Sales Tax	$0.00
Total	$1,078.00
Payments/Credits	-$1,078.00
Balance Due	$0.00

Phone #	Fax #
[redacted]	[redacted]

DV Biologics LLC

[redacted]

Invoice

Date	Invoice #
10/31/2012	387

PAID 01/25/2013

Bill To

Applied StemCell, Inc.
[redacted]

Ship To

Applied Stem Cell
[redacted]

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
A0130	Due on receipt	MTK	10/25/2012	Federal Express		

Quantity	Item Code	Description	U/M	Price Each	Amount
1	PN003-R	Human Neural Progenitor Cells Total RNA (prenatal derived) 1 µg/vial		400.00	400.00T
1	PN003-R	Human Neural Progenitor Cells Total RNA (prenatal derived) 1 µg/vial		0.00	0.00T
1	DRY ICE-ICE/O...	DRY ICE-ICE/OUTBOUND PACKAGING	EA	25.00	25.00
1	PACKAGING & ...	Packaging & Handling Fee - US		25.00	25.00
		Sales Tax		0.00%	0.00

Use Client's Fedex Account # [redacted]

Total $450.00

DV Biologics LLC

[redacted]

Invoice

Date	Invoice #
5/16/2013	504

PAID
08/12/2013

Bill To

Applied StemCell, Inc.

[redacted]

Ship To

Applied Stem Cell

[redacted]

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
A0496	Net 30	MTK	5/16/2013	UPS		

Quantity	Item Code	Description	U/M	Price Each	Amount
2	PU002-F	Human Kidney Epithelial Cells,500,000 cells/vial		360.00	720.00T
3	D-PRO-015-100	Epithelial Pro-Conditioned Medium 100mL		148.00	444.00T
1	PACKAGING & ...	Packaging & Handling Fee - US		25.00	25.00
1	DRY ICE-ICE/O...	DRY ICE-ICE/OUTBOUND PACKAGING	EA	25.00	25.00
		UPS Tracking #: [redacted]			
		Sales Tax		0.00%	0.00

Total $1,214.00

DV Biologics LLC

[redacted]

Invoice

Date	Invoice #
6/4/2013	517

PAID 08/07/2013

Bill To	Ship To
Applied StemCell, Inc. [redacted]	Applied Stem Cell [redacted]

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
A0516	Net 30	MTK	6/4/2013	UPS		

Quantity	Item Code	Description	U/M	Price Each	Amount
1	PI004-R	Human Skin Total RNA. (prenatal derived) 10 µg/vial		32.00	32.00T
1	PD008-R	Human Whole Large Intestine Total RNA		32.00	32.00T
1	PD001-R	Human Whole Liver Total RNA 10 ug/vial		32.00	32.00T
1	DRY ICE-ICE/O...	DRY ICE-ICE/OUTBOUND PACKAGING	EA	25.00	25.00
1	PACKAGING & ...	Packaging & Handling Fee - US		25.00	25.00
1	Freight Outbound	UPS Pick-Up fee	EA	6.99	6.99T
		UPS Tracking#: [redacted]			
		Sales Tax		0.00%	0.00

Total $152.99

DV Biologics LLC

[redacted]

Invoice

Date	Invoice #
9/9/2013	600

PAID 09/16/2013

Bill To	Ship To
Applied StemCell, Inc. [redacted]	Applied Stem Cell [redacted]

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
A0721	Net 30	MTK	9/9/2013	UPS		

Quantity	Item Code	Description	U/M	Price Each	Amount
1	PI004-R	Skin Tissue Total RNA (prenatal derived)		32.00	32.00T
1	DRY ICE-ICE/O...	DRY ICE-ICE/OUTBOUND PACKAGING	EA	25.00	25.00
1	PACKAGING & ...	Packaging & Handling Fee - US		25.00	25.00
		UPS Tracking #: [redacted]			
		Sales Tax		0.00%	0.00

Total $82.00

DV Biologics LLC

[redacted]

Invoice

Date	Invoice #
10/1/2013	618

PAID 11/07/2013

Bill To	Ship To
Applied StemCell, Inc. [redacted]	Applied Stem Cell [redacted]

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
A0771	Net 30	MTK	10/1/2013	UPS		

Quantity	Item Code	Description	U/M	Price Each	Amount
1	PM005-CD	Osteoblast cDNA (prenatal derived)		160.00	160.00T
1	AM005-CD	Osteoblast cDNA (postnatal derived)		240.00	240.00T
1	DRY ICE-ICE/O...	DRY ICE-ICE/OUTBOUND PACKAGING	EA	25.00	25.00
1	PACKAGING & ...	Packaging & Handling Fee - US		25.00	25.00
		The UPS tracking # is [redacted]			
		Sales Tax		0.00%	0.00

Use Applied Stems Cells UPS [redacted] when possible

Total $450.00

DV Biologics LLC

[redacted]

Invoice

Date	Invoice #
10/7/2013	622

PAID 12/04/2013

Bill To	Ship To
Applied StemCell, Inc. [redacted]	Applied Stem Cell [redacted]

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
AO784	Net 30	MTK	10/7/2013	UPS		

Quantity	Item Code	Description	U/M	Price Each	Amount
2	AH005-F	Bone Marrow Stromal Cells (postnatal derived)		400.00	800.00T
1	PC015-F	Cardiac Progenitor Cells (prenatal derived)		520.00	520.00T
1	C-M-GRO-001-500	Cardiac Cellutions Media 500mL		200.00	200.00T
1	DRY ICE-ICE/O...	DRY ICE-ICE/OUTBOUND PACKAGING	EA	25.00	25.00
1	PACKAGING & ...	Packaging & Handling Fee - US		25.00	25.00
		UPS Tracking #: [redacted]			
		Sales Tax		0.00%	0.00

Total $1,570.00

DV Biologics LLC

[redacted]

Invoice

Date	Invoice #
3/6/2014	754

PAID 04/11/2014

Bill To

Applied StemCell, Inc.

[redacted]

Ship To

Applied Stem Cell

[redacted]

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
A1091	Net 30	MTK	3/6/2014	UPS		

Quantity	Item Code	Description	U/M	Price Each	Amount
6	PC008-F	Cardiomyocytes (prenatal derived)		560.00	3,360.00
4	C-MAIN-001-500	Cardiomyocyte Cellutions Maintenance Medium 500 ml		150.00	600.00
1	DRY ICE-ICE/O...	DRY ICE-ICE/OUTBOUND PACKAGING	EA	25.00	25.00T
1	PACKAGING & ...	Packaging & Handling Fee - US		25.00	25.00T
1	Freight Outbound	Shipping Charges	EA	6.99	6.99T
		UPS Tracking #: [redacted]			
		Sales Tax		0.00%	0.00

Total $4,016.99

DV Biologics LLC

[redacted]

Invoice

Date	Invoice #
6/30/2014	837

PAID 08/21/2014

Bill To	Ship To
Applied StemCell, Inc. [redacted]	Applied Stem Cell [redacted]

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
A1362	Net 30	MTK	6/25/2014	UPS		

Quantity	Item Code	Description	U/M	Price Each	Amount
1	PI004-R	Skin Tissue Total RNA (prenatal derived)		32.00	32.00T
1	AA003-CD	Adipose Tissue cDNA (postnatal derived)		136.00	136.00T
1	DRY ICE-ICE/O...	DRY ICE-ICE/OUTBOUND PACKAGING	EA	25.00	25.00T
1	PACKAGING & ...	Packaging & Handling Fee - US		25.00	25.00T
		Sales Tax		0.00%	0.00

Tracking Number [redacted]

Total $218.00

DV Biologics LLC

[redacted]

Invoice

Date	Invoice #
8/13/2014	869

PAID 09/29/2014

Bill To	Ship To
Applied StemCell, Inc. [redacted]	Applied Stem Cell [redacted]

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
A1434	Net 30	MTK	8/13/2014	UPS		

Quantity	Item Code	Description	U/M	Price Each	Amount
1	PC003-CD	Aorta Tissue cDNA (prenatal derived)		136.00	136.00
1	PC016-CD	Aortic Cell cDNA (prenatal derived)		400.00	400.00
1	DRY ICE-ICE/O...	DRY ICE-ICE/OUTBOUND PACKAGING	EA	25.00	25.00
1	PACKAGING & ...	Packaging & Handling Fee - US		25.00	25.00
1	Freight Outbound	Shipping Charges	EA	6.99	6.99T
		Sales Tax		0.00%	0.00

Tracking Number [redacted]

Total $592.99

DV Biologics LLC

[redacted]

Invoice

Date	Invoice #
8/18/2014	871

PAID 09/29/2014

Bill To	Ship To
Applied StemCell, Inc. [redacted]	Applied Stem Cell [redacted]

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
A1467	Net 30	MTK	8/18/2014	UPS		

Quantity	Item Code	Description	U/M	Price Each	Amount
2	PC001-F	Heart Cells (Uncultured) (prenatal derived)		400.00	800.00
1	DRY ICE-ICE/O...	DRY ICE-ICE/OUTBOUND PACKAGING	EA	25.00	25.00
1	PACKAGING & ...	Packaging & Handling Fee - US		25.00	25.00
1	Freight Outbound	Shipping Charges	EA	6.99	6.99T
		Sales Tax		0.00%	0.00

Tracking Number [redacted]

Total $856.99

DV Biologics LLC

[redacted]

Invoice

Date	Invoice #
2/24/2015	1077

PAID 04-30-2015

Bill To

Applied StemCell, Inc.

[redacted]

Ship To

Applied Stem Cell

[redacted]

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
A1878	Net 30	MTK	2/24/2015	UPS		

Quantity	Item Code	Description	U/M	Price Each	Amount
1	PN001-F	Neural Cells (Uncultured) (prenatal derived) Lot #031610KC		480.00	480.00T
1	PN003-F	Neural Progenitor Cells (prenatal derived) Lot #112310KA		720.00	720.00T
1	DRY ICE-ICE/O...	DRY ICE-ICE/OUTBOUND PACKAGING	EA	25.00	25.00T
1	PACKAGING & ...	Packaging & Handling Fee - US		25.00	25.00T
		Tracking Number [redacted]			
		Sales Tax		0.00%	0.00

Interest charged at 2% per month will be added to past due invoices.

Total $1,250.00

Exhibit 5.41

SPECIMEN DONATION AGREEMENT

This Specimen Donation Agreement (the "Agreement") is effective as of March 1, 2010 (the "Effective Date") by and between Novogenix Laboratories™, LLC ("Novogenix"), a California limited liability company, and Planned Parenthood® Los Angeles, a California nonprofit public benefit corporation located at [redacted] ("PPLA"). Novogenix and PPLA shall individually be referred to herein as a "Party" and collectively as the "Parties".

1. **Specimens**

PPLA agrees to provide Novogenix aborted pregnancy tissue which consists of raw, unmanipulated or unprocessed, biological material/cells ("Specimen" or "Specimens") from PPLA clients who have undergone an elective abortion during the first or second trimester, are at least 18 years of age or older, and have signed the Donation Consent Form, attached hereto as **Exhibit A**.

2. **Use of Specimens**

a. Novogenix shall use Specimens for cell and stem cell research only. The intended "scope of use" for the Specimens is described in Novogenix's Research Summary, which is attached hereto as **Exhibit B** (and incorporated as terms and conditions of this Agreement), and generally provides that Novogenix will isolate cell types from Specimens and use the sorted cell types to culture organ-specific cell and stem cell lines. Cultured or manipulated cell and stem cells will be cryopreserved and used for future cellular studies (e.g., cell surface marker analysis, gene expression profile, and functional comparison to pluripotent cell-derived cell types), in vitro studies (e.g., differentiation potential of various stem cell types) and animal studies (in vivo functionality of various cell and stem cell types.

b. Novogenix agrees to conduct cell and stem cell research in compliance with all applicable federal and state laws.

3. **Procedures**

a. Novogenix will provide PPLA with a sterile container, including storage media, for each Specimen ("Container").

b. On each PPLA operating surgery day during which the retrieval of Specimens is scheduled, PPLA will: (i) identify patients for potential donation; (ii) obtain informed consent from patients who agree to participate in tissue donation programs; (iii) following pathology analysis of donated specimens, allow Novogenix's designated contact, specified in Section 9(c), below to select material for collection.

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c. To protect the privacy of donors, PPLA will provide to Novogenix only "de-identified" Specimens as defined under the Privacy Rule of the Health Insurance Portability and Accountability Act of 1996's (HIPAA), 45 C.F.R. Parts 160 and 164. Specimens will not include any identifying information about the donor.

d. Novogenix will transport Specimens in accordance with all applicable federal, state and local storage and transfer requirements.

e. Novogenix will store all Specimens in a place not open to the public and will use all reasonable efforts to store Specimens so as to prevent deterioration that would create a health hazard. All waste tissue from each Specimen will be collected by Novogenix's biohazard/medical waste management service provider and incinerated at such provider's designated disposition site. "Waste tissue" in this Agreement means any or all parts of Specimens that Novogenix does not use for research.

f. Novogenix shall notify PPLA within (5) business days of its discovery of any failure (whether material or non-material) by PPLA, or any subcontractor or agent of PPLA, to comply with the terms and conditions of Section 3(b) or (c). The notice, which may be orally communicated to the Chief Medical Officer or his/her designee of PPLA, shall include the circumstances of the failure and the steps taken to remedy the failure and to avoid future reoccurrence of the failure.

4. Payment

a. Novogenix will reimburse PPLA for reasonable administrative costs associated with the identification of potential donors, as well as the obtaining of informed consent. This amount will be $45 per donated specimen. Novogenix will issue monthly payment to PPLA for any month in which specimens are collected and such payments shall be made within 30 days of the close of the month in which the samples were collected.

5. Confidentiality

Novogenix and PPLA agree to keep confidential and shall not disclose without the prior written consent of the other as otherwise required by law, all confidential information of the other part. "Confidential Information" is (i) any information, documents or materials disclosed by either party to the other during the course of negotiating this Agreement or pursuant to this Agreement; (ii) all information related to this Agreement itself, the terms and conditions of the Agreement, and (iii) information contained in the Donation Consent Forms signed by PPLA clients. Confidential Information shall exclude such information which, (i) is or lawfully becomes generally available to the public, (ii) is lawfully acquired from third parties who have a right to disclose such information; or (iii) by prior mutual written agreement, is released from a confidential status. Prompt written notice of any disclosure required by law shall be provided by the disclosing Party to the other Party.

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6. **Ownership**

Once in the possession of Novogenix, all Specimens and any cell lines or stem cell lines derived therefrom by a method of isolation, processing or cellular manipulation shall become the sole property of Novogenix. Neither PPLA nor any PPLA client will have or retain any right, title, interest in or to the Intellectual Property Rights or materials resulting from Novogenix's use of the Specimens. "Intellectual Property Rights" means all intellectual property rights throughout the world, whether existing under intellectual property, unfair competition or trade secret laws, or under statute or at common law or equity, including but not limited to: (i) copyrights, trade secrets, trademarks, trade names, patents, inventions, designs, logos and trade dress, "moral rights," mask works, rights of personality, publicity or privacy, and any other intellectual property and Proprietary rights; (ii) any registration, application or right to apply for any of the right referred to in this clause; and (iii) any and all renewals, reexaminations, extensions and restorations thereof, now or hereafter in force and effect.

7. **Representations and Warranties**

a. Each Party represents and warrants that it is authorized to enter into this Agreement and to perform the services to be performed by it hereunder.

b. PPLA represents and warrants that prior to providing any Specimens to Novogenix, PPLA will obtain any and all necessary clearances, releases, approvals or consents from PPLA's clients in compliance with all applicable federal and state laws and regulations.

c. Novogenix represents and warrants that it will receive and use Specimens for cell and stem cell research in compliance with all applicable federal and state laws and regulations, including without limitation The Uniform Anatomical Gift Act (codified in California as California Health and Safety Code §§ 7150-7156.5), The National Organ Transplantation Act (42 U.S.C § 274e), the HIH Revitalization Act of 1993 (42 U.S.C. §§ 289 g-1 & 289 g-2), California Health and Safety Code §§ 123440 & 123445, and California Health and Safety Code §§ 125300-125320.

d. PPLA does not, and shall not assume any liability for the activities of Novogenix. Novogenix represents and warrants that it maintains and Novogenix covenants that it will maintain comprehensive and general liability insurance and/or other applicable insurance covering the acts and omissions of Novogenix arising in connection with Novogenix's duties herein, with liability limits in the amounts of $1,000,000,000 per occurrence and $3,000,000 annual aggregate. Novogenix shall maintain coverage for claims arising during the term of this Agreement. Novogenix shall provide PPLA with a current certificate evidencing the coverage required by this section. Novogenix shall promptly notify PPLA of any change in the amount or scope of its coverage.

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e. Novogenix hereby indemnifies, defends and holds harmless PPLA, its agents and representatives, from and against any and all damages, liabilities, loss, costs or expenses (including, without limitation, reasonable attorneys' fees) arising out of or in connection with any breach or alleged breach by Novogenix of any of the warranties, representations or agreements made by Novogenix herein, or any action, inaction omission or errors by Novogenix. PPLA hereby indemnifies, defends and holds harmless Novogenix, its agents and representatives, from and against any and all damages, liabilities, loss, costs or expenses (including, without limitation, reasonable attorneys' fees) arising out of or in connection with any breach or alleged breach by PPLA of any of the warranties, representations or agreements made by the PPLA herein, or any action, inaction omission or errors by PPLA.

The Indemnitee (whether Novogenix or PPLA) shall: (i) provide the Indemnitor reasonable prompt notice in writing of any claim or action and permit the Indemnitor, through counsel reasonably acceptable to the Indemnitee, to answer and defend such claim or action; and (ii) provide the Indemnitor information, assistance and authority, at Indemnitor's expense, to help the Indemnitor to defend such claim or action. The Indemnitor shall not be responsible for any settlement made by the Indemnitee without the Indemnitor's written permission, which permission shall not be unreasonably withheld. The Indemnitee shall have the right to employ separate counsel and participate in the defense of any claim or action. The Indemnitor may not settle any claim or action under this Section on the Indemnitee's behalf without first obtaining the Indemnitee's written permission, which permission will not be unreasonably withheld. The Indemnitor shall reimburse the Indemnitee on demand for any payment made or loss suffered by the Indemnitee regarding an amount subject to the foregoing indemnity, including all reasonably related costs, expenses and attorneys' fees.

f. NOT WITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE SPECIMENS ARE BEING SUPPLIED "AS IS", WITH NO WARRANTIES, EXPRESS OR IMPLIED, AND PPLA EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF THIRD PARTY PROPRIETARY RIGHTS WITH RESPECT THERETO.

8. **Term and Termination**

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a. The term of this Agreement shall commence as of the Effective Date (specified on page 1 of this Agreement) and shall continue until terminated pursuant to Section 8(b).

b. Either Party may terminate this Agreement immediately upon written notice at any time with or without cause. Such termination shall be effective upon written notice to such Party or as soon thereafter as is permitted by applicable law. In lieu of termination, PPLA may temporarily suspend the provision of Specimens to Novogenix upon the receipt of notice under Section 9 or any event coming to its attention with respect to a failure of Novogenix to comply with the terms and conditions of this Agreement.

c. Upon termination of this Agreement, neither Party shall have any further obligation hereunder except for (i) obligations occurring prior to the date of termination; and (ii) obligations, promises and covenants contained herein that by their nature expressly extend beyond the term of this Agreement.

9. Notices

a. **General Notices.** Except for Notice of Specimen Delivery under section 9(b), all written notices and statements to be sent to any Party hereunder shall be addressed to the applicable address as may be designated in writing from time to time. All notices shall either be served by personal delivery (with written receipt of delivery), certified or registered mail, return receipt requested, or overnight courier (with written receipt of delivery), all charges paid. Except as otherwise provided herein, such notices hall be deemed given when personally delivered, one (1) day after delivered by overnight courier, or five (5) days after mailing, except that notices of change of address shall be effective only after actual receipt.

b. **Notice of Specimen Delivery.** Telephonic or email notice to Novogenix that a Specimen or Specimens are ready to be collected by Novogenix's designated transportation representative should be made to:

[redacted] Vice President of Operations
[redacted]

10. Miscellaneous

a. If for any reason a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible so as to affect the intent of the Parties, and the remainder of this Agreement will continue in full force and effect. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in

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writing and signed by an authorized representative of the waiving Party. The Parties and their respective counsel have had an opportunity to review this Agreement which will be interpreted fairly and in accordance with its terms and without any strict construction in favor of or against either Party.

b. This Agreement shall be construed and controlled according to the laws of the State of California applicable to contracts entered into and entirely performed therein. Any dispute arising under, in connection with, or incident to this Agreement or concerning its interpretation will be resolved exclusively in the state or federal courts located in Los Angeles, California, and the Parties irrevocably consent to the exercise of jurisdiction by said courts over them.

c. In the event of any action, suit or proceeding arising from or based upon this Agreement brought by either Party hereto against the other, the prevailing Party shall be entitled to recover from the other its reasonable attorneys' fees in connection therewith in addition to the cost of such action, suit or proceeding.

d. This Agreement may be executed in one or more counterparts and by facsimile, all of which shall be considered one and the same Agreement and each of which shall be deemed an original.

e. Neither Party may assign any of its rights or obligations hereunder without the prior written consent of the other Party. Any attempted assignment in violation of this Section shall be null and void. In addition, Novogenix shall notify PPLA in writing in the event of any acquisition of Novogenix (including an acquisition of stock exceeding 50% of its then outstanding shares) or any merger in which Novogenix is a party.

f. Nothing in this Agreement should be construed as creating an agency, partnership, joint venture, franchise, or employment relationship between the Parties. Neither Party has the authority to make any statements, representation or commitments of any kind, not to take any action binding on the other, except to the extent (if any), provided for in this Agreement.

g. This Agreement, including any exhibits attached hereto which are incorporated by this reference, constitutes the entire agreement between the Parties with respect to its subject matter and merges all prior and contemporaneous communications. It shall not be modified except by a written agreement dated subsequent to the date of this Agreement and signed on behalf of the Parties by their respective authorized representatives.

AUTHORIZED SIGNATURES

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IN WITNESS WHEREOF, The Parties have entered into this Agreement as of the Effective Date written above.

Novogenix Laboratories™, LLC	Planned Parenthood ® of Los Angeles
By (sign): [redacted]	By (sign): [redacted]
Title: President	Title: CEO
Date: 3/29/10	Date: 3/22/10

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Exhibit A. Donation Consent Form

Planned Parenthood®
Los Angeles

Client Information for Informed Consent

DONATION OF ABORTED PREGNANCY TISSUE FOR MEDICAL RESEARCH, EDUCATION, OR TREATMENT

Recent advances in medical science have been developed through research using tissue that has been aborted. This research is being done to treat and find a cure for such diseases as diabetes, Parkinson's disease, Alzheimer's disease, cancer, and AIDS.

Tissue can be obtained as a result of donation of pregnancy tissue after an abortion. Before you give your consent to donate pregnancy tissue, **read each of the following statements and initial the line to the right.** If there is any statement you do not understand, or if you have any questions, someone will discuss them with you.

Before this consent was ever offered to me, I had previously decided to have an abortion and signed an informed consent document. I agree to donate the tissue from the abortion and/or miscarriage as a bodily gift to be used for education, research, treatment or the advancement of medical science. _____

I understand the donation is made without any restriction regarding who might receive the donated tissue or for what purpose it might be used. _____

I have not been informed of the identity of any individual who will receive the tissue that I am donating. _____

I understand the method, timing or procedure of abortion cannot and will not be substantively altered for the purpose of obtaining the tissue. _____

I understand there will be no payment to me for the donated tissue or for any product, process or service that may result from this donation. _____

I understand that I may refuse to donate pregnancy tissue, and this will not affect my current medical care or my ability to get any future medical services at Planned Parenthood Los Angeles. _____

Signature:_____ Date:_____

Witness:_____ Date:_____

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Exhibit B
Research Summary

The foundation of Novogenix Laboratories is based on the premise that collectively, scientists supporting scientists will advance biomedical research. The company will supply the necessary tools to optimize stem cell research and propel regenerative medicine to the forefront of available treatment options for patients. Specifically, these tools will include tissue preparation services and contract research, all conducted in accordance with the highest ethical standards. To this end, tissue from elective terminations will be collected onsite at PPLA, screened for pathogens and processed further for distribution to researchers in academia or industry or used in research conducted within Novogenix. These agreements will be pursued with the highest degree of ethical and scientific standards as defined by the Bioethics and Scientific Committees maintained by Novogenix Laboratories.

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Exhibit 5.42

Novogenix Notes 9/3/15 – (attending: Alan Slobodin, Emily Felder, Adrianna Simonelli, Heidi Stirrup, Lindsay Letter, Uma Lee, Chris ?, Attorney: Joshua Levy, Partner, Cunningham Levy; [redacted] – ED Novogenix Laboratories LLC

1. Background
    a. Dr. [redacted] is executive director, daily responsibilities include supervising personnel, consulting, financials, interacting with future clients; PhD from UCLA Molecular Cell, Stem Cell Biology; B.S. BioChemistry from Northern Michigan. Devoted his life to science. Started Novogenix in 2010 due to his dedication to science. Provide material for research – not transplantation or therapeutic; details specifically outlined in contract; 100 clients; 98% are researchers at academic institutions throughout the U.S. and the world. All fetal tissue and stem cell work have operated at a loss; detail accounting – expenses, direct costs, specimen collection, processing, overhead, downstream costs. He does not buy or sell tissue. See this in the contracts we provided.
    b. Q: Explain your day-to-day responsibilities at the company. A: I supervise personnel; working with clients in consulting, data analysis, financials, and consider and work on potential future clients.
    c. Q: How many employees? A: 2 employees total, including Dr. [redacted]; other employee manages all operations and is responsible for collection at clinics, scheduling activities related to that, accounts receivable/payable; manages lab – materials, reagents. Q: Who works in the lab? A: we both do. How many clinics? 2 clinics: PP of Los Angeles (PPLA)
    d. Q: What percent of Novogenic business is related to fetal tissue research? A: 70-80% of business is selling "services" related to fetal tissue (don't buy or sell f/t)
    e. 98% of clients are researchers (other 2% contract for consulting/analysis services)
    f. Q: Explain the nature of your work – when you obtain fetal tissue, what do you do? A: stem cell, isolating, prepare and preserve, work with scientist to plan experiments to provide w/ specific cell types they want to investigate. Perform services to isolate cells. Example – isolate different cell types in developing lung to understand how cancer starts. Generate a single cell suspension from parent tissue. Then machine to allow for simultaneous separation into 4-6 populations of cells based on protein expression on surface of cells. Start with fetal lung tissue; isolate cells; different population of cells; consult with researcher to define what population of cells; separate out; prepare and preserve. End experiments are domain of researchers. These cells represent blank slates. The cells can be manipulated into cancer cells. Genetic mutations driving.
2. Relationship with Providers and Fetal Tissue Acquisition
    a. Has tissue donation programs with 2 PPLA clinics – contracts provided to the Committee Contracts with scientists, particular type of ? comes to company, provide services, Q: Do you provide unaltered fetal tissue? A: No. Work is in preparation and processing.
    b. Obtained tissue from other clinics on ad hoc basis – no contracts, no written document, just informal agreements
        i. Novogenix created its own consent form at these other clinics, based on the PPLA consent form – does not have a copy
        ii. Dr. [redacted] may have created the form, does not remember
    c. Novogenix procures fetal tissue at the clinic and then takes the tissue back to the lab

d. Rare to procure tissue from other sources. While ago – related to specific research. Q: How many times have you gone to other clinics besides PP? Less than 5, more than once, but not many.
e. Different ranges of "services" provided once the tissue is procured
    i. Highest level of service is very extensive consultation and interaction with researchers regarding their goals, discussions about data analysis, tissue procurement services to assist with researcher experiments and figure out the best way to accomplish their goals.
    ii. Middle level would be collection of material at the clinic, take it back to the lab, freeze the tissue with various chemical "fixatives" which preserves the cells, later wash the chemicals out of the material and prep for shipping; also includes histological sections (cutting thin slices in the material for researcher use)
    iii. Lowest level would be fetal tissue material that is isolated and prepared, transferred to a solution, stored onsite at Novogenvix lab, double layered to preserve it , prepared for shipment (same as middle level minus any histological sectioning) – essentially what stem express calls selling "unaltered" tissue but Novogenix calls it selling a service (essentially preserving, storing, packaging)
f. Does not take blood samples from maternal donors, treats all tissue like it is contagious (different from StemExpress and ABR)
g. Q: How did your relationship with PP come to be? A: I approached PPLA to see if we could work together. I presented my scientific credentials. Novogenix cold-called PPLA to establish donation program; PPLA proposed $45 and Novogenix accepted, Dr. [redacted] spoke with Dr. [redacted] at PPLA
    i. Contract signed with PPLA in 2010, tissue donation started in 2011 (verbal agreement to re-evaluate each year)
    ii. Q: Is your agreement still active? A: Agreement is still in place, but Arrangement with PPLA is no longer active (since July) as a result of the videos and reports in the media – said that PPLA was concerned about the safety of doctors and patients and Novogenix agreed to suspend the donation program (however, they did not publicize this decision – no interest in publicizing. Q: Has PP publicized – A: No.)
    iii. Q: Have you met/do you know Dr. [redacted]? A: Dr. [redacted] met Dr. [redacted] at PPLA; she was the providing physician that day and I was checking on my staff; introduced by Novogenix employee who works at clinic
    iv. PPLA clinic uses digoxin in 2nd trimester, so Novogenix does not accept donations over 20 weeks (when digoxin is used) – only 19 weeks and 6 days.
        1. Dr. [redacted] asked if digoxin would be detrimental – Dr. [redacted] said yes, tissue would not be usable – and Dr. [redacted] responded that they use digoxin after 20 weeks – Dr. [redacted] responded that they would not use donations over 20 weeks

3. Relationship with Buyers/Researchers and the Sale of Fetal Tissue
    a. Q: How does someone find Novogenix? A: Through me. Researchers reach out to Novogenix for fetal tissue needs because of Dr. [redacted] s research papers. I've

published a few papers in my career; people read my papers and contact me – can you help me with my research?

4. Fetal Tissue Revenue
    a. Yearly numbers provided to Committee
    b. Says fetal tissue business operates at a loss; goal is to operate at a loss (later revised to specify the goal is to break even but they still operate at a loss) Business unit pertaining to stem cell and fetal tissue – runs negative – by definition – because of ethical and legal standards. Legally, there are certain services that we can provide and be reimbursed for – since the inception of this company, and because of importance and sensitivity, they operate at a loss or break even. It's a decision we made at the beginning – decide to operate at a loss – you're not seeking reimbursement – break even, under budgeting. Miscalculated volume, could charge more, but did not. Calculated direct costs associated with tissue preparation and processing; overhead and fixed costs. Did not calculate how many services, how many researchers, to what extent, underestimated our service volume. You would be entitled to seek reimbursement for storage costs. A scientist who contracts with Novogenix for services; $200 for each service performed. $50 related to reagents, equipment. Added $150 based on projection of fixed costs (salary, health insurance, etc) More services company provides to researcher, greater likelihood break even. Set projection of ?; increased price in second year. Volume did not correct itself. Seeking reimbursement for estimated and actual costs. Unpredictable. Documents provide very detailed breakdown (see Exhibit C) fixed costs each month.
    c. Emphasizes they pay for "services" and sells "services," not tissue
    d. Factors that go into pricing: tissue prep and processing, fixed costs, how many researchers, volume of tissue donation, lease payments, staff, salary
    e. Says operating at a loss because Novogenix underbudgeted, underestimated service volume
5. Informed Consent
    a. Can't remember if Novogenix employee obtains consent although Nucatola stated in videos that Novogenix sometimes did obtain consent
    b. Novogenix uses PPLA form
    c. Novogenix created another consent form based on PPLA form for other abortion providers
6. No Valuable Consideration
    a. Understanding of costs that are reimbursable is based on legal understanding that Novogenix sells services not fetal tissue – would not answer question about what law he was trying to comply with because it was A-C privilege
    b. Bills for materials, reagents, salary, lease payments
    c. No price sheet because each service is different so comes up with price based on conversations with researchers
7. Miscellaneous
    a. Does not sell to researchers for use in transplantation
    b. Q: Have you ever procured an intact fetal cadaver? – could not result. Termination procedure. But you're not a physician – no, it's my understanding. Q: do you get gender

requests (requests for male or female tissue). A: One or two – gender specific research – for example for prostate cancer research.

c. [redacted]'s understanding is that an intact fetus could not result from an abortion procedure, no knowledge of one donated to Novogenix

d. Responds to comment in videos where Dr. [redacted] says that sometimes after an abortion procedure the heart is beating – Dr. [redacted] remarked that the heart was spontaneously contracting because of electrical discharge – he would not refer to that as a heart beat

e. Q: What are the most common types of source material? You get requests from researchers, scientists are asking for what types of cells? A: It varies. I work with a lot of different scientists. Fetal liver - cells derived from fetal liver. Q: What gestational age is minimum? A: In the early stages, very rarely able to prepare and process at such early stages. The integrity is not good. For liver, second trimester. Main research. Creating mice with humanized immune system. Researchers using mice that have been genetically engineered to have a compromised immune system and then adopt a human immune system – using correct fetal tissue. Have been attempts to use blood stem cells from cord blood or from adult, but those are limited in their capabilities. Q: What about CD-133 – A: that's not the best marker to use. Do you isolate those cells? No. Not the right marker. Blood stem cells. CD-34 better. Fetal blood stem cells are more naïve; they can/able to adapt to new environment; generate a much broader range.

Exhibit 5.43

FY 2011

	Jul-11	Aug-11	Total
EXPENSES			
WebEx	55.00	65.80	120.80
IT	600.00	0.00	600.00
Attorney (privileged and confidential)			
Lease	4314.34	4314.34	8628.68
Insurance	372.90	372.90	745.80
Employee Salary and Insurance	5505.00	5505.00	11010.00
Accountant	154.17	154.17	308.34
California Franchise Tax	66.67	66.67	133.34
PPLA Payments	450.00	855.00	1305.00
Materials/Reagents (Estimated Amount Used)	105.55	149.14	254.69
Delivery to researchers	3.00	12.00	15.00
Flow Cytometry Services			
Committee Meeting Expenses			
Admin Supplies	96.09	92.12	188.21
Total (Monthly Expenses)	**11722.72**	**11865.57**	**23309.86**

	Jul-11	Aug-11	Total
REVENUE			
Revenue - Stem Cell and Tissue Services	0.00	4125.00	4125.00
Revenue - Additional Stem Cell Services	0.00	0.00	0.00
Total (Monthly Revenue)	**0.00**	**4125.00**	**4125.00**

NET INCOME	-$11,722.72	-$7,740.57	-$19,184.86

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FY2012

	Sep-11	Oct-11	Nov-11	Dec-11	Jan-12	Feb-12	Total
EXPENSES							
WebEx	58.45	49.00	49.00	59.80	55.90	54.70	326.85
Attorney (privileged and confidential)							
Lease	4314.34	4314.34	4314.34	4314.34	4314.34	4314.34	25886.04
Insurance	372.90	372.90	372.90	372.90	372.90	372.90	2237.40
Employee Salary and Insurance	5505.00	5505.00	5505.00	5505.00	5505.00	5505.00	33030.00
Accountant	154.17	154.17	154.17	154.17	162.50	162.50	941.68
California Franchise Tax	66.67	66.67	66.67	66.67	66.67	66.67	400.02
PPLA Payments	990.00	585.00	855.00	990.00	450.00	900.00	4770.00
Materials/Reagents (Estimated Amount Used)	509.92	99.60	1617.21	1506.11	116.55	154.29	4003.68
Delivery to researchers	12.00	37.02	74.44	15.00	0.00	11.43	149.89
Flow Cytometry Services				75.00			75.00
Committee Meeting Expenses	280.81						280.81
Admin Supplies	0.00	0.00	0.00	0.00	0.00	175.36	175.36
Total (Monthly Expenses)	**12316.33**	**11608.17**	**13008.73**	**13379.62**	**11133.86**	**11717.19**	**73163.90**

	Sep-11	Oct-11	Nov-11	Dec-11	Jan-12	Feb-12	Total
REVENUE							
Revenue - Stem Cell and Tissue Services	4300.00	2500.00	3900.00	4500.00	3850.00	6350.00	25400.00
Revenue - Additional Stem Cell Services	0.00	900.00	0.00	0.00	2700.00	3700.00	7300.00
Total (Monthly Revenue)	**4300.00**	**3400.00**	**3900.00**	**4500.00**	**6550.00**	**10050.00**	**32700.00**

NET INCOME	-$8,016.33	-$8,208.17	-$9,108.73	-$8,879.62	-$4,583.86	-$1,667.19	

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FY2012 (continued)

	Mar-12	Apr-12	May-12	Jun-12	Jul-12	Aug-12	Total
EXPENSES							
WebEx	83.80	67.90	58.15	98.35	55.00	52.00	415.20
Attorney (privileged and confidential)							
Lease	4314.34	4314.34	4314.34	4314.34	4314.34	4314.34	25886.04
Insurance	372.90	372.90	372.90	372.90	372.90	372.90	2237.40
Employee Salary and Insurance	5505.00	5505.00	5505.00	5505.00	5505.00	5505.00	33030.00
Accountant	162.50	162.50	162.50	162.50	162.50	162.50	975.00
California Franchise Tax	66.67	66.67	66.67	66.67	66.67	66.67	400.02
PPLA Payments	900.00	450.00	1575.00	945.00	945.00	1170.00	5985.00
Materials/Reagents (Estimated Amount Used)	1591.03	64.38	1051.37	711.05	267.26	294.16	3979.25
Delivery to researchers	10.61	0.00	74.18	23.59	21.00	11.44	140.82
Flow Cytometry Services					75.00	0.00	75.00
Committee Meeting Expenses					47.65	0.00	47.65
Admin Supplies	156.59	42.40	0.00	45.66	0.00	0.00	244.65
Total (Monthly Expenses)	**13354.91**	**11200.86**	**13180.11**	**12313.48**	**11932.32**	**12098.29**	73416.03

	Mar-12	Apr-12	May-12	Jun-12	Jul-12	Aug-12	Total
REVENUE							
Revenue - Stem Cell and Tissue Services	4950.00	1900.00	8075.00	5575.00	7500.00	8956.00	36956.00
Revenue - Additional Stem Cell Services	3000.00	0.00	0.00	0.00	0.00	0.00	3000.00
Total (Monthly Revenue)	**7950.00**	**1900.00**	**8075.00**	**5575.00**	**7500.00**	**8956.00**	39956.00

NET INCOME	-$5,404.91	-$9,300.86	-$5,105.11	-$6,738.48	$4,432.32	-$3,142.29	$68,911.76

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FY 2013	Sep-12	Oct-12	Nov-12	Dec-12	Jan-13	Feb-13	Total
EXPENSES							
WebEx	87.55	49.00	54.10	66.85	104.20	54.40	416.10
Attorney (privileged and confidential)							
Lease	4314.34	4314.34	4314.34	4314.34	4314.34	4314.34	25886.04
Insurance	372.90	372.90	372.90	372.90	372.90	372.90	2237.40
Employee Salary and Insurance	5505.00	5505.00	5505.00	5505.00	5505.00	5505.00	33030.00
Accountant	162.50	162.50	162.50	162.50	162.50	162.50	975.00
California Franchise Tax	66.67	66.67	66.67	66.67	66.67	66.67	400.02
PPLA Payments	1395.00	720.00	990.00	630.00	540.00	1035.00	5310.00
Materials/Reagents							
(Estimated Amount Used)							
Used for sample-preservation at clinic ($2.22)	159.84	102.12	113.22	75.48	71.04	95.46	617.16
Used for cell-isolation to be shipped to researcher (e.g., cryogenic freezing) ($3.33)	166.51	89.25	131.87	84.25	76.59	116.55	665.02
Used for isolation of cell-types		272.38	509.95	110.27	251.14	509.04	1652.78
Delivery and Shipping	23.25	7.50	105.58	13.00	12.00	23.08	184.41
Committee Meeting Expenses	85.00	0.00	0.00	311.82	769.70	0.00	1166.52
Admin Supplies	0.00	0.00	0.00	2.72	0.00	0.00	2.72
Total (Monthly Expenses)	**12338.56**	**11661.66**	**12326.13**	**11715.80**	**12246.08**	**12254.94**	**72543.17**
	Sep-12	Oct-12	Nov-12	Dec-12	Jan-13	Feb-13	Total
REVENUE							
Revenue - Stem Cell Services	10710.00	5525.00	10001.00	5528.00	4516.00	8262.98	44543
Revenue - Additional Stem Cell Services	3450.00	0.00	600.00	4000.00	6300.00	3600.00	17950
Total (Monthly Revenue)	**14160.00**	**5525.00**	**10601.00**	**9528.00**	**10816.00**	**11862.98**	**62492.98**
NET INCOME	$1,821.44	-$6,136.66	-$1,725.13	-$2,187.80	-$1,430.08	-$391.96	

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FY 2013 (continued)	Mar-13	Apr-13	May-13	Jun-13	Jul-13	Aug-13	Total
EXPENSES							
WebEx	65.05	62.65	0.00	0.00	0.00	0.00	127.70
Attorney (privileged and confidential)							
Lease	4314.34	4314.34	4314.34	4314.34	4314.34	4314.34	25886.04
Insurance	372.90	372.90	390.92	390.92	390.92	390.92	2309.48
Employee Salary and Insurance	5505.00	5505.00	5505.00	5505.00	5505.00	5505.00	33030.00
ED Salary Dedicated to Cell and Tissue Services					2083.00	2083.00	4166.00
Accountant	162.50	162.50	162.50	162.50	162.50	162.50	975.00
California Franchise Tax	66.67	66.67	66.67	66.67	66.67	66.67	400.02
PPLA Payments	1215.00	765.00	1215.00	990.00	1305.00	990.00	6480.00
Materials/Reagents							
(Estimated Amount Used)							
Used for sample-preservation at clinic ($2.22)	119.88	68.82	153.18	106.56	159.84	102.12	710.40
Used for cell-isolation to be shipped to researcher (e.g., cryogenic freezing) ($3.33)	106.56	79.92	179.49	126.54	189.82	99.90	782.23
Used for isolation of cell-types	1667.65	513.04	0.00	123.82	1892.80	999.55	5196.86
Delivery and Shipping	19.36	7.00	34.94	14.00	69.43	3.00	147.73
Committee Meeting Expenses	313.26	0.00	163.56	0.00	0.00	0.00	476.82
Admin Supplies	128.01	0.00	0.00	0.00	8.52	0.00	136.53
Total (Monthly Expenses)	**14056.18**	**11917.84**	**12185.60**	**11800.35**	**16147.84**	**14717.00**	80824.81
	Mar-13	Apr-13	May-13	Jun-13	Jul-13	Aug-13	Total
REVENUE							
Revenue - Stem Cell Services	6920.00	5962.98	10369.00	9116.00	12010.00	8325.00	52703
Revenue - Additional Stem Cell Services	0.00	0.00	0.00	4500.00	2200.00	700.00	7400
Total (Monthly Revenue)	**6920.00**	**5962.98**	**10369.00**	**13616.00**	**14210.00**	**9025.00**	60102.98
NET INCOME	-$7,136.18	-$5,954.86	-$1,816.60	$1,815.65	-$1,937.84	-$5,692.00	-$30,772.02

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FY 2014 EXPENSES	Sep-13	Oct-13	Nov-13	Dec-13	Jan-14	Feb-14	Total
WebEx	49.00	57.70	66.10	62.20	49.15	64.45	348.60
Basecamp							
Attorney (privileged and confidential)							
Lease	4314.34	4314.34	4314.34	4314.34	4314.34	4314.34	25886.04
Insurance	390.92	390.92	390.92	390.92	390.92	390.92	2345.52
Employee Salary and Insurance	5501.50	5467.00	5467.00	5467.00	5467.00	5467.00	32836.50
ED Salary for Cell and Tissue Services	2088.00	2088.00	2088.00	2088.00	2088.00	2088.00	12528.00
Accountant	162.50	162.50	162.50	162.50	162.50	162.50	975.00
USC Parking for Employee	34.50	25.50	12.00	29.00	63.25	23.75	188.00
California Franchise Tax	191.56	66.67	66.67	66.67	66.67	66.67	524.91
PPLA Payments	945.00	1530.00	675.00	810.00	1170.00	1530.00	6660.00
Materials/Reagents (estimated)							
Used for sample-preservation at clinic ($2.22)	111.00	157.62	77.70	73.26	150.96	199.80	770.34
Used for cell-isolation to be shipped to researcher (e.g., cryogenic freezing) ($3.33)	126.54	180.16	74.26	53.28	126.54	156.51	717.29
Used for isolation of cell-types	1071.06	2459.08	601.90	187.27	748.51	1607.00	6674.82
Delivery and Shipping	144.96	10.50	0.00	6.50	21.30	0.00	183.26
Flow Cytometry Services	0.00	300.00	460.00	230.00	0.00	805.00	1795.00
Core Services					20.00	360.00	380.00
Committee Meeting Expenses	33.75	0.00	0.00	0.00	0.00	0.00	33.75
Admin Supplies	0.00	335.05	0.00	0.00	13.07	0.00	348.12
Total (Monthly Expenses)	**15164.63**	**17545.04**	**14456.39**	**13940.94**	**14852.21**	**17235.94**	**93195.15**
FY 2014 REVENUE	**Sep-13**	**Oct-13**	**Nov-13**	**Dec-13**	**Jan-14**	**Feb-14**	**Total**
Revenue - Stem Cell Services	10060.00	10995.00	4950.00	3275.00	6761.00	10515.00	46556
Revenue - Additional Stem Cell Services	7250.00	4850.00	2600.00	0.00	2950.00	0.00	17650
Total (Monthly Revenue)	**17310.00**	**15845.00**	**7550.00**	**3275.00**	**9711.00**	**10515.00**	**64206.00**
NET INCOME	$2,145.37	-$1,700.04	-$6,906.39	-$10,665.94	-$5,141.21	-$6,720.94	

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FY 2014 EXPENSES (cont'd)	Mar-14	Apr-14	May-14	Jun-14	Jul-14	Aug-14	Total
WebEx	99.40	67.45	49.00	60.85	61.00	49.00	386.70
Basecamp	50.00	50.00	50.00	50.00	50.00	50.00	300.00
Attorney (privileged and confidential)							
Lease	4314.34	4314.34	4314.34	4314.34	4314.34	4314.34	25886.04
Insurance	390.92	390.92	379.17	379.17	379.17	379.17	2298.52
Employee Salary and Insurance	5467.00	5527.00	5467.00	5467.00	5467.00	5467.00	32862.00
ED Salary for Cell and Tissue Services	2088.00	2088.00	2088.00	2088.00	2088.00	2088.00	12528.00
Accountant	162.50	162.50	162.50	162.50	162.50	162.50	975.00
USC Parking for Employee	67.00	67.00	67.00	30.25	32.00	69.25	332.50
California Franchise Tax	66.67	66.67	66.67	66.67	66.67	66.67	400.02
PPLA Payments	1125.00	1530.00	1980.00	1800.00	1350.00	1890.00	9675.00
Materials/Reagents (estimated)							
Used for sample-preservation at clinic ($2.22)	144.30	182.04	182.04	182.04	197.58	208.68	1096.68
Used for cell-isolation to be shipped to researcher (e.g., cryogenic freezing) ($3.33)	173.16	226.44	209.79	229.77	233.10	189.81	1262.07
Used for isolation of cell-types	468.00	695.32	841.04	128.00	435.39	809.80	3377.55
Delivery and Shipping	35.20	6.00	3.00	0.00	0.00	15.06	59.26
Flow Cytometry Services	0.00	0.00	230.00	0.00	0.00	690.00	920.00
Core Services				20.00	1679.00	0.00	1699.00
Committee Meeting Expenses	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Admin Supplies	0.00	0.00	74.35	0.00	0.00	0.00	74.35
Total (Monthly Expenses)	**14651.49**	**15373.68**	**16163.90**	**14978.59**	**16515.75**	**16449.28**	94132.69
FY 2014 REVENUE (cont'd)	Mar-14	Apr-14	May-14	Jun-14	Jul-14	Aug-14	Total
Revenue - Stem Cell Services	9564.00	12909.00	12150.00	11816.00	15775.00	10157.50	72372
Revenue - Additional Stem Cell Services	0.00	0.00	3600.00	3900.00	3000.00	0.00	10500
Total (Monthly Revenue)	**9564.00**	**12909.00**	**15750.00**	**15716.00**	**18775.00**	**10157.50**	82871.50
NET INCOME	-$5,087.49	-$2,464.68	-$413.90	$737.41	$2,259.25	-$6,292.28	-$40,250.34

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FY 2015	Sep-14	Oct-14	Nov-14	Dec-14	Jan-15	Total
EXPENSES						
WebEx	59.65	49.00	49.00	49.00	49.00	255.65
Basecamp	50.00	50.00	50.00	50.00	50.00	250.00
IT	0.00	0.00	0.00	1440.00		1440.00
Attorney (privileged and confidential)						
Lease	4314.34	4314.34	4314.34	4314.34	4314.34	21571.70
Insurance	379.17	379.17	379.17	379.17	379.17	1895.85
Employee Salary and Insurance	5804.78	5804.78	5804.78	5804.78	5874.22	29093.34
ED Salary for Tissue and Cell Services	2088.00	2088.00	2088.00	2088.00	2088.00	10440.00
Accountant	162.50	162.50	162.50	162.50	787.50	1437.50
USC Parking	96.75	82.25	65.75	55.25	83.00	383.00
California Franchise Tax	941.43	1602.12	0.00	0.00	0.00	2543.55
PPLA Payments	1215.00	1845.00	810.00	945.00	1620.00	6435.00
Materials/Reagents						
(Estimated Amount Used)						
Used for sample-preservation at clinic ($2.22)	175.38	188.70	117.66	104.34	241.98	828.06
Used for cell-isolation to be shipped to researcher (e.g., cryogenic freezing) ($3.33)	209.79	306.36	146.52	123.21	269.73	1055.61
Used for isolation of cell-types	246.90	738.89	630.27	222.09	939.62	2777.77
Delivery and Shipping	12.53	5.99	0.00	3.00	8.99	30.51
Admin Supplies	2.73	167.78	0.00	0.00	0.00	170.51
Total (Monthly Expenses)	**15758.95**	**17784.88**	**14617.99**	**15740.68**	**16705.55**	**80608.05**
REVENUE	Sep-14	Oct-14	Nov-14	Dec-14	Jan-15	Total
Revenue - Stem Cell Services	11169.50	17385.00	9132.50	7632.50	15487.00	60806.50
Revenue - Additional Stem Cell Services	6800.00	3900.00	2500.00	2500.00	12500.00	28200.00
Total (Monthly Revenue)	**17969.50**	**21285.00**	**11632.50**	**10132.50**	**27987.00**	**89006.50**
NET INCOME	$2,210.55	$3,500.12	-$2,985.49	-$5,608.18	$11,281.45	

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FY 2015 EXPENSES (cont'd)	Feb-15	Mar-15	Apr-15	May-15	Jun-15	Jul-15	Total
WebEx	64.30	65.00	49.00	0.00	61.00	0.00	239.30
Basecamp	50.00	50.00	50.00	50.00	50.00	50.00	300.00
Attorney (privileged and confidential)						0.00	0.00
Lease	4314.34	4314.34	4314.34	4314.34	4314.34	4314.34	25886.04
Insurance	379.17	379.17	379.17	359.16	359.16	359.16	2214.99
Employee Salary and Insurance	5874.22	6023.04	5874.22	5874.22	5874.22	5874.22	35394.14
ED Salary for Tissue and Cell Services	2088.00	2088.00	2088.00	2088.00	2088.00	2088.00	12528.00
Accountant	187.50	187.50	187.50	187.50	187.50	187.50	1125.00
USC Parking	81.00	111.25	70.25	84.75	74.25	71.50	493.00
California Franchise Tax	1650.28	800.00	0.00	0.00	0.00	0.00	2450.28
PPLA Payments	1080.00	1710.00	1440.00	720.00	1125.00	270.00	6345.00
Materials/Reagents (estimates)							
Used for sample-preservation at clinic ($2.22)	170.94	248.64	177.60	122.10	202.02	53.28	974.58
Used for cell-isolation to be shipped to researcher (e.g., cryogenic freezing) ($3.33)	173.16	246.42	206.46	129.87	78.33	69.93	904.17
Used for isolation of cell-types	932.18	1265.27	1050.00	0.00	0.00	10.00	3257.45
Delivery and Shipping	8.50	3.00	-97.00	14.80	0.00	28.00	-42.70
Flow Cytometry Services	127.50	63.75	0.00	0.00	0.00	0.00	191.25
Committee Meeting Expenses	0.00	0.00	70.00	0.00	0.00	0.00	70.00
Admin Supplies	0.00	152.45	0.00	152.55	0.00	0.00	305.00
Total (Monthly Expenses)	**17181.09**	**17707.83**	**15859.54**	**14097.29**	**14413.82**	**13375.93**	92635.50

REVENUE	Feb-15	Mar-15	Apr-15	May-15	Jun-15	Jul-15	Total
Revenue - Stem Cell Services	11859.50	17873.00	13987.50	9052.50	16043.50	4350.00	73166
Revenue - Additional Stem Cell Services	6650.00	0.00	3000.00	0.00	0.00	0.00	9650
Total (Monthly Revenue)	**18509.50**	**17873.00**	**16987.50**	**9052.50**	**16043.50**	**4350.00**	82816.00
NET INCOME	$1,328.41	$165.17	$1,127.96	-$5,045.29	$1,629.68	-$9,025.93	
NET INCOME FY15 THRU JUNE 2015							-$1,421.05

NOVOEC-0000014

Exhibit 5.44

(affiliate name, address, and telephone number)

Client Information for Informed Consent

DONATION OF BLOOD AND/OR ABORTED PREGNANCY TISSUE FOR MEDICAL RESEARCH, EDUCATION, OR TREATMENT

Research using the blood from pregnant women and tissue that has been aborted has been used to treat and find a cure for such diseases as diabetes, Parkinson's disease, Alzheimer's disease, cancer, and AIDS.

You can donate your blood and/or pregnancy tissue after an abortion. Before you give your consent, **read each of the following statements and initial the line to the right.** We will be happy to answer any questions you have.

Before I was shown this consent, I had already decided to have an abortion and signed a consent form for it. _____

I agree to give my blood and/or the tissue from the abortion as a gift to be used for education, research, or treatment. _____

I understand I have no control over who will get the donated blood and/or tissue or what it will be used for. _____

I have not been told the name of any person who might get my donation. _____

I understand there will be no changes to how or when my abortion is done in order to get my blood or the tissue. _____

I understand I will not be paid. _____

I understand that I don't have to give my blood or pregnancy tissue, and this will not affect my current or future care at _____(affiliate name)_____ _____

Signature:_____ Date:_____

Witness:_____ Date:_____

Confidential Proprietary Business Information
Produced Pursuant to House Confidentiality Rules
PPFA-HOU_E&C-000031

Exhibit 5.45

MEMORANDUM

TO: AFFILIATE CHIEF EXECUTIVES
AFFILIATE MEDICAL DIRECTORS
PATIENT SERVICE DIRECTORS

FROM: [redacted], Senior Director, Public Policy Litigation and Law
[redacted] Acting Vice President for Medical Affairs
[redacted] Vice President For Medical Services

RE: Federal Regulations for Aborted Pregnancy Tissue Donation Programs

DATE: April 4, 2001

Among the enclosed standards is a new standard for "Aborted Pregnancy Tissue Donation Programs. This Memorandum is to supplement the standard by advising affiliates of the federal law relating to payment for participation in such programs, and to provide affiliates with two alternative approaches to assuring compliance with these laws.

A. An Overview of the Federal Law

Fetal tissue donation programs are governed by two federal laws, the National Organ Transplant Act (42 U.S.C. 274e) (NOTA) and the NIH Revitalization Act of 1993 (42 U.S.C. 289g-1 and 2) (NIHRA). These laws, particularly NIHRA, govern many aspects of fetal tissue donation programs, and the attached Standard addresses all of these issues that affect medical practice and clinical functions.

These laws also forbid the payment or receipt of valuable consideration for fetal tissue. However, they permit "reasonable payments associated with the transportation, implantation, processing, preservation, quality control, or storage" of fetal tissue. In addition, NOTA permits reasonable payments for the "removal" of fetal tissue when the research is supported by federal funds. (These laws do not affect a provider's ability to charge its normal and customary fee for the abortion.)

B. Assuring Compliance With Federal Law

Affiliates can choose one of two methods to comply with these laws.

1. One method would be to recover *no costs* associated with any aspect of participation in a fetal tissue donation program. This would mean that all staff time, clinic space, supplies, etc., would be donated by the affiliate, and the affiliate would receive no payments or in-kind services from the entity to whom the tissue is being donated.

2. The second method would be to employ an independent auditor to conduct a credible and good-faith analysis of the actual costs incurred *by the affiliate* in the transportation, implantation, processing, preservation, quality control, or storage of the fetal tissue and, if the research is supported by federal funds, for the removal of the fetal tissue. Under this method, affiliates must maintain careful records of actual tissue donations and of payments received from the researcher or the tissue-gathering entity. Affiliates must be able to demonstrate that the payments do not exceed the actual costs of the actual tissue donations.

Sometimes tissue-gathering entities offer to pay rent for space occupied by one of their employees who would be on-site at a clinic on a regular basis. If an affiliate determines to enter into such an arrangement, then the independent auditor would also conduct a credible and good-faith computation of the actual cost of the space occupied by the tissue-gathering entity employee, in order to determine the amount of rent to be paid by that entity.

PPFA accreditation reviews will confirm, in the same way as for any other Medical Standard, that one of these two methods has been employed by any affiliate that chooses to participate in an aborted pregnancy tissue donation program.

C. Compliance With State Laws

We remind affiliates that, in addition to the federal laws outlined above, there are laws in many states governing fetal tissue donation programs. Affiliates must take great care to assure compliance with those laws as well.

If you have questions about the federal statutes, feel free to call [redacted] at: [redacted].

Exhibit 5.46

124

Summary - PO 50047599

PO/Reference Number	50047599
Supplier	Novogenix Laboratories Llc

General Information

PO/Reference Number	**50047599**
Revision Number	1
A/P status	Closed
Supplier Name	Novogenix Laboratories Llc
DUNS	
Address	[redacted]
Purchase Order Date	3/12/2013
Original Revision Date	3/12/2013
Revision Date	5/31/2013
Total	1,750.00 USD
Requisition Number	37335568
Business Purpose	supplies for [redacted] lab
Previous PO Number	*no value*

Contact Information

Owner Name	[redacted]
Owner Phone	
Owner Email	

Campus
HSC

Delivery

Deliver To

Attn: [redacted]

Room [redacted]

Billing

Bill To

USC Accounts Payable

[redacted]

Billing Options

Contract	*no value*
Payment Terms	0% 30, Net 30
Place Invoice on Hold	✖
Check Routing	*no value*

Additional Information

Quote Number	*no value*
FOB	FOB USC
Payment Term Exception	*no value*
Payment Term	Standard
PO Clauses	

no clause

Capital Asset Management

Capital Asset System Type	*no value*
Capital Asset System State	*no value*
Equipment Notes	*no value*

Facilities

Facilities

Crew Number	Work Order Number
no value	*no value*

Stock Number *no value*

[redacted]

Number of Bids	*no value*
Diversity Bids	*no value*
High Dollar Approvals	✖
CA Income Tax Withholding Percentage	7%
Buyer Review	✖

Buyer Name	Buyer Email	Buyer Phone
Department Contact	See below	See below

Capital Asset Transaction Type	Transaction Type Instructions	Asset #	Trade In Value
no value	*no value*	*no value*	*no value*

Accounting Codes

Account Number	Validation Code	Object Code	Overdraft Funds Request (use only with resubmission)	Organization Code	Account Type Code	Sub-Fund Group Code	Spa Code	C&G Code	Fiscal Year
[redacted] Gene Therapy using Hematopoletic Stem C	51|52|53|54|55|56|57|58|CSLF|ALL	M&S LABORATORY EXPENSE					*no value*	*no value*	2013

External Notes and Attachments

Note to Supplier *no note*

Attachments for supplier

Internal Notes and Attachments

Internal Note *no note*

Internal Attachments

Distribution Information

Distribution Methods

The system will distribute purchase orders using the method(s) indicated below:

Fax [redacted]

Distribution options have been overridden for this PO

Line Item Details

	Product Description	Catalog No	Size / Packaging	Unit Price	Quantity	Ext. Price
1	✓ **human fetal liver**		EA	350.00 USD	5 EA	1,750.00 USD

Delivery Address In California?	Yes	Taxable	✖
Tangible Item?	Yes	Commodity Code	23 Research/Lab Supply & Equip
Vendor outside of California?	No		
Vendor outside of US?	No	PO Clauses	*no clause*

Requisition Number 37335568

External Note *no note*

Attachments for supplier

Internal Note *no note*

Internal Attachments

[redacted]

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Shipping, Handling, and Tax charges are calculated and charged by each supplier. The values shown here are for estimation purposes, fund checking, and workflow approvals.	Subtotal	**1,750.00**
	Sales Tax	0.00
	Shipping Only	0.00
	Shipping and Handling	0.00
	Total	**1,750.00 USD**

[redacted]

119

Summary - PO 50057237

PO/Reference Number	50057237
Supplier	Novogenix Laboratories Llc

General Information

PO/Reference Number	**50057237**
Revision Number	1
A/P status	Closed
Supplier Name	Novogenix Laboratories Llc
DUNS	
Address	[redacted]
Purchase Order Date	4/11/2013
Original Revision Date	4/11/2013
Revision Date	4/15/2013
Total	2,100.00 USD
Requisition Number	38604073
Business Purpose	supplies for [redacted] lab
Previous PO Number	*no value*

Contact Information

Owner Name	[redacted]
Owner Phone	
Owner Email	

Campus
HSC

Delivery

Deliver To

Attn: [redacted]
Roon

[redacted]

Billing

Bill To

USC Accounts Payable

[redacted]

Billing Options

Contract	*no value*
Payment Terms	0% 30, Net 30
Place Invoice on Hold	✖
Check Routing	*no value*

Additional Information

Quote Number	*no value*
FOB	FOB USC
Payment Term Exception	*no value*
Payment Term	Standard

PO Clauses

no clause

Capital Asset Management

Capital Asset System Type	*no value*
Capital Asset System State	*no value*
Equipment Notes	*no value*

Facilities

Facilities

Crew Number	Work Order Number
no value	*no value*

Stock Number *no value*

[redacted]

Number of Bids	*no value*
Diversity Bids	*no value*
High Dollar Approvals	✖
CA Income Tax Withholding Percentage	7%
Buyer Review	✖

Capital Asset Transaction Type	Transaction Type Instructions	Asset #	Trade In Value
no value	*no value*	*no value*	*no value*

Buyer Name	Buyer Email	Buyer Phone
Department Contact	See below	See below

Accounting Codes

Account Number	Validation Code	Object Code	Overdraft Funds Request (use only with resubmission)	Organization Code	Account Type Code	Sub-Fund Group Code	Spa Code	C&G Code	Fiscal Year
[redacted]									
Gene Therapy using Hematopoletic Stem C	51|52|53|54|55|56|57|58|CSLF|ALL	M&S LABORATORY EXPENSE			EA	CSLF	*no value*	*no value*	2013

External Notes and Attachments

Note to Supplier *no note*

Attachments for supplier

[redacted] 12 13 12 ... (33k)

Internal Notes and Attachments

Internal Note *no note*

Internal Attachments

[redacted] 12 13 12 ... (33k)

Distribution Information

Distribution Methods

The system will distribute purchase orders using the method(s) indicated below:

Fax [redacted]

Distribution options have been overridden for this PO

Line Item Details

	Product Description	Catalog No	Size / Packaging	Unit Price	Quantity	Ext. Price
1	✓ **tissue procurment**		EA	350.00 USD	6 EA	2,100.00 USD

Taxable	✓
Commodity Code	23 Research/Lab Supply & Equip
PO Clauses	*no clause*

Requisition Number	38604073
External Note	*no note*
Attachments for supplier	
Internal Note	*no note*
Internal Attachments	

[redacted]

Shipping, Handling, and Tax charges are calculated and charged by each supplier. The values shown here are for estimation purposes, fund checking, and workflow approvals.

Subtotal	**2,100.00**
Sales Tax	0.00
Shipping Only	0.00
Shipping and Handling	0.00
Total	**2,100.00 USD**

[redacted]

118

Summary - PO 50057240

PO/Reference Number	50057240
Supplier	Novogenix Laboratories Llc

General Information

PO/Reference Number	**50057240**
Revision Number	1
A/P status	Closed
Supplier Name	Novogenix Laboratories Llc
DUNS	
Address	[redacted]
Purchase Order Date	4/11/2013
Original Revision Date	4/11/2013
Revision Date	4/23/2013
Total	1,750.00 USD
Requisition Number	38603063
Business Purpose	supplies fo[redacted] lab
Previous PO Number	*no value*

Contact Information

Owner Name	[redacted]
Owner Phone	
Owner Email	

Campus
HSC

Delivery

Deliver To

Attn: [redacted]
Room [redacted]

Billing

Bill To

USC Accounts Payable

[redacted]

Billing Options

Contract	*no value*
Payment Terms	0% 30, Net 30
Place Invoice on Hold	✖
Check Routing	*no value*

Additional Information

Quote Number	*no value*
FOB	FOB USC
Payment Term Exception	*no value*
Payment Term	Standard
PO Clauses	

Capital Asset Management

Capital Asset System Type	*no value*
Capital Asset System State	*no value*
Equipment Notes	*no value*

Facilities

Facilities

Crew Number	Work Order Number
no value	*no value*

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no clause	
Number of Bids	*no value*
Diversity Bids	*no value*
High Dollar Approvals	✖
CA Income Tax Withholding Percentage	7%
Buyer Review	✖

Buyer Name	Buyer Email	Buyer Phone
Department Contact	See below	See below

Capital Asset Transaction Type	Transaction Type Instructions	Asset #	Trade In Value
no value	*no value*	*no value*	*no value*

Stock Number *no value*

Accounting Codes

Account Number	Validation Code	Object Code	Overdraft Funds Request (use only with resubmission)	Organization Code	Account Type Code	Sub-Fund Group Code	Spa Code	C&G Code	Fiscal Year
[redacted] Zinc Finger Nuclease-Based Stem Cell Th	51|52|53|54|55|56|57|58|CSL|ALL	M&S LABORATORY EXPENSE					*no value*	*no value*	2013

External Notes and Attachments

Note to Supplier *no note*

Attachments for supplier

Internal Notes and Attachments

Internal Note: Please note that PO# 50047599 was cancelled and this invoice was never paid.

Internal Attachments

Distribution Information

Distribution Methods

The system will distribute purchase orders using the method(s) indicated below:

Fax: +1 (213) 740-9797

Distribution options have been overridden for this PO

Line Item Details

Product Description	Catalog No	Size / Packaging	Unit Price	Quantity	Ext. Price
1 ✓ **sample procurement**		EA	350.00 USD	5 EA	1,750.00 USD

Taxable	✓	Requisition Number	38603063
Commodity Code	23 Research/Lab Supply & Equip	External Note	*no note*
		Attachments for supplier	

[redacted]

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PO Clauses	Internal Note *no note*
no clause	Internal Attachments

Shipping, Handling, and Tax charges are calculated and charged by each supplier. The values shown here are for estimation purposes, fund checking, and workflow approvals.

Subtotal	**1,750.00**
Sales Tax	0.00
Shipping Only	0.00
Shipping and Handling	0.00
Total	**1,750.00 USD**

[redacted]

117

Summary - PO 50068895

PO/Reference Number	50068895
Supplier	Novogenix Laboratories Llc

General Information

PO/Reference Number	**50068895**
Revision Number	1
A/P status	Closed
Supplier Name	Novogenix Laboratories Llc
DUNS	
Address	[redacted]
Purchase Order Date	5/20/2013
Original Revision Date	5/20/2013
Revision Date	5/21/2013
Total	2,450.00 USD
Requisition Number	37334789
Business Purpose	Pay for passed to invoice
Previous PO Number	*no value*

Contact Information

Owner Name	[redacted]
Owner Phone	
Owner Email	

Campus
HSC

Delivery

Deliver To

Attn: [redacted]

Room [redacted]

Billing

Bill To

USC Accounts Payable

[redacted]

Billing Options

Contract	*no value*
Payment Terms	0% 30, Net 30
Place Invoice on Hold	✖
Check Routing	*no value*

Additional Information

Quote Number	*no value*
FOB	FOB USC
Payment Term Exception	*no value*
Payment Term	Standard

PO Clauses

no clause

Capital Asset Management

Capital Asset System Type	*no value*
Capital Asset System State	*no value*
Equipment Notes	*no value*

Facilities

Facilities

Crew Number	Work Order Number
no value	*no value*

Stock Number *no value*

[redacted]

Number of Bids	*no value*
Diversity Bids	*no value*
Business Associate Agreement (BAA)	✖
Data Security Addendum (DSA)	✖
High Dollar Approvals	✖
CA Income Tax Withholding Percentage	7%
Buyer Review	✖

Buyer Name	Buyer Email	Buyer Phone
Department Contact	See below	See below

Capital Asset Transaction Type	Transaction Type Instructions	Asset #	Trade In Value
no value	*no value*	*no value*	*no value*

Accounting Codes

Account Number	Validation Code	Object Code	Overdraft Funds Request (use only with resubmission)	Organization Code	Account Type Code	Sub-Fund Group Code	Spa Code	C&G Code	Fiscal Year
[redacted]							*no value*	*no value*	2013
Using Hematopoietic Stem C		LABORATORY EXPENSE							

External Notes and Attachments

Note to Supplier *no note*

Attachments for supplier

Internal Notes and Attachments

Internal Note *no note*

Internal Attachments

Distribution Information

Distribution Methods

The system will distribute purchase orders using the method(s) indicated below:

Fax [redacted]

Distribution options have been overridden for this PO

Line Item Details

	Product Description	Catalog No	Size / Packaging	Unit Price	Quantity	Ext. Price
1	✓ **human fetal liver**		EA	350.00 USD	1 EA	350.00 USD

Delivery Address In California?	Yes	Taxable	✖
Tangible Item?	Yes	Commodity Code	23 Research/Lab Supply & Equip
Vendor outside of California?	No		
Vendor outside of US?	No		

Requisition Number 37334789

External Note *no note*

Attachments for supplier

[redacted]

		PO Clauses *no clause*			Internal Note *no note* Internal Attachments
2 ✓ **human fetal liver**				**EA**	**350.00 USD 1 EA 350.00 USD**
Delivery Address In California?	Yes	Taxable	✖		Requisition Number 37334789
Tangible Item?	Yes	Commodity Code	23 Research/Lab Supply & Equip		External Note *no note* Attachments for supplier
Vendor outside of California?	No				Internal Note *no note*
Vendor outside of US?	No	PO Clauses *no clause*			Internal Attachments
3 ✓ **human fetal liver**				**EA**	**350.00 USD 1 EA 350.00 USD**
Delivery Address In California?	Yes	Taxable	✖		Requisition Number 37334789
Tangible Item?	Yes	Commodity Code	23 Research/Lab Supply & Equip		External Note *no note* Attachments for supplier
Vendor outside of California?	No				Internal Note *no note*
Vendor outside of US?	No	PO Clauses *no clause*			Internal Attachments
4 ✓ **Human fetal liver**				**EA**	**350.00 USD 1 EA 350.00 USD**
Delivery Address In California?	Yes	Taxable	✖		Requisition Number 37334789
Tangible Item?	Yes	Commodity Code	23 Research/Lab Supply & Equip		External Note *no note* Attachments for supplier
Vendor outside of California?	No				Internal Note *no note*
Vendor outside of US?	No	PO Clauses *no clause*			Internal Attachments
5 ✓ **Human fetal liver**				**EA**	**350.00 USD 1 EA 350.00 USD**
Delivery Address In California?	Yes	Taxable	✖		Requisition Number 37334789
Tangible Item?	Yes	Commodity Code	23 Research/Lab Supply & Equip		External Note *no note* Attachments for supplier
Vendor outside of California?	No				Internal Note *no note*
Vendor outside of US?	No	PO Clauses *no clause*			Internal Attachments
6 ✓ **human fetal liver**				**EA**	**350.00 USD 1 EA 350.00 USD**
Delivery Address In California?	Yes	Taxable	✖		Requisition Number 37334789
Tangible Item?	Yes	Commodity Code	23 Research/Lab Supply & Equip		External Note *no note* Attachments for supplier
Vendor outside of California?	No				Internal Note *no note*
Vendor outside of US?	No	PO Clauses *no clause*			Internal Attachments
7 ✓ **Human fetal liver**				**EA**	**350.00 USD 1 EA 350.00 USD**
Delivery Address In California?	Yes	Taxable	✖		37334789

[redacted]

Tangible Item?	Yes	Commodity Code	23 Research/Lab Supply & Equip	Requisition Number	
Vendor outside of California?	No			External Note	*no note*
Vendor outside of US?	No	PO Clauses		Attachments for supplier	
		no clause		Internal Note	*no note*
				Internal Attachments	

Shipping, Handling, and Tax charges are calculated and charged by each supplier. The values shown here are for estimation purposes, fund checking, and workflow approvals.

Subtotal	**2,450.00**
Sales Tax	0.00
Shipping Only	0.00
Shipping and Handling	0.00
Total	**2,450.00 USD**

[redacted]

116

Summary - PO 50068898

PO/Reference Number	50068898
Supplier	Novogenix Laboratories Llc

General Information

PO/Reference Number	**50068898**
Revision Number	1
A/P status	Closed
Supplier Name	Novogenix Laboratories Llc
DUNS	
Address	[redacted]
Purchase Order Date	5/20/2013
Original Revision Date	5/20/2013
Revision Date	5/21/2013
Total	2,100.00 USD
Requisition Number	37335089
Business Purpose	Pay for passed to invoice
Previous PO Number	*no value*

Contact Information

Owner Name	[redacted]
Owner Phone	
Owner Email	

Campus
HSC

Delivery

Deliver To

Attn: [redacted]
Room [redacted]

Billing

Bill To

[redacted]

Billing Options

Contract	*no value*
Payment Terms	0% 30, Net 30
Place Invoice on Hold	✖
Check Routing	*no value*

Additional Information

Quote Number	*no value*
FOB	FOB USC
Payment Term Exception	*no value*
Payment Term	Standard

PO Clauses

no clause

Capital Asset Management

Capital Asset System Type	*no value*
Capital Asset System State	*no value*
Equipment Notes	*no value*

Facilities

Facilities

Crew Number	Work Order Number
no value	*no value*

Stock Number *no value*

[redacted]

Number of Bids	*no value*
Diversity Bids	*no value*
Business Associate Agreement (BAA)	✖
Data Security Addendum (DSA)	✖
High Dollar Approvals	✖
CA Income Tax Withholding Percentage	7%
Buyer Review	✖

Buyer Name	Buyer Email	Buyer Phone
Department Contact	See below	See below

Capital Asset Transaction Type	Transaction Type Instructions	Asset #	Trade In Value
no value	*no value*	*no value*	*no value*

Accounting Codes

Account Number	Validation Code	Object Code	Overdraft Funds Request (use only with resubmission)	Organization Code	Account Type Code	Sub-Fund Group Code	Spa Code	C&G Code	Fiscal Year
[redacted] Using Hematopoietic Stem C	[redacted]	M&S LABORATORY EXPENSE					*no value*	*no value*	2013

External Notes and Attachments

Note to Supplier *no note*

Attachments for supplier

Internal Notes and Attachments

Internal Note *no note*

Internal Attachments

Distribution Information

Distribution Methods

The system will distribute purchase orders using the method(s) indicated below:

Fax [redacted]

Distribution options have been overridden for this PO

Line Item Details

	Product Description	Catalog No	Size / Packaging	Unit Price	Quantity	Ext. Price
1	✓ **human fetal liver**		EA	350.00 USD	1 EA	350.00 USD

Delivery Address In California?	Yes	Taxable	✖	Requisition Number	37335089
Tangible Item?	Yes	Commodity Code	23 Research/Lab Supply & Equip	External Note	*no note*
Vendor outside of California?	No			Attachments for supplier	
Vendor outside of US?	No				

[redacted]

		PO Clauses *no clause*			Internal Note *no note* Internal Attachments

2 ✓ Human fetal liver

Delivery Address In California?	Yes	Taxable	✖	EA	**350.00 USD 1 EA 350.00 USD**
Tangible Item?	Yes	Commodity Code	23 Research/Lab Supply & Equip		Requisition Number 37335089
Vendor outside of California?	No				External Note *no note*
Vendor outside of US?	No	PO Clauses *no clause*			Attachments for supplier Internal Note *no note* Internal Attachments

3 ✓ Human fetal liver

Delivery Address In California?	Yes	Taxable	✖	EA	**350.00 USD 1 EA 350.00 USD**
Tangible Item?	Yes	Commodity Code	23 Research/Lab Supply & Equip		Requisition Number 37335089
Vendor outside of California?	No				External Note *no note*
Vendor outside of US?	No	PO Clauses *no clause*			Attachments for supplier Internal Note *no note* Internal Attachments

4 ✓ Human fetal liver

Delivery Address In California?	Yes	Taxable	✖	EA	**350.00 USD 1 EA 350.00 USD**
Tangible Item?	Yes	Commodity Code	23 Research/Lab Supply & Equip		Requisition Number 37335089
Vendor outside of California?	No				External Note *no note*
Vendor outside of US?	No	PO Clauses *no clause*			Attachments for supplier Internal Note *no note* Internal Attachments

5 ✓ human fetal liver

Delivery Address In California?	Yes	Taxable	✖	EA	**350.00 USD 1 EA 350.00 USD**
Tangible Item?	Yes	Commodity Code	23 Research/Lab Supply & Equip		Requisition Number 37335089
Vendor outside of California?	No				External Note *no note*
Vendor outside of US?	No	PO Clauses *no clause*			Attachments for supplier Internal Note *no note* Internal Attachments

6 ✓ human fetal liver

Delivery Address In California?	Yes	Taxable	✖	EA	**350.00 USD 1 EA 350.00 USD**
Tangible Item?	Yes	Commodity Code	23 Research/Lab Supply & Equip		Requisition Number 37335089
Vendor outside of California?	No				External Note *no note*
Vendor outside of US?	No	PO Clauses *no clause*			Attachments for supplier Internal Note *no note* Internal Attachments

Subtotal **2,100.00**

[redacted]

Shipping, Handling, and Tax charges are calculated and charged by each supplier. The values shown here are for estimation purposes, fund checking, and workflow approvals.	Sales Tax	0.00
	Shipping Only	0.00
	Shipping and Handling	0.00
	Total	**2,100.00 USD**

[redacted]

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Summary - PO 50103588

PO/Reference Number	50103588
Supplier	Novogenix Laboratories Llc

General Information

PO/Reference Number	**50103588**
Revision Number	1
A/P status	Closed
Supplier Name	Novogenix Laboratories Llc
DUNS	
Address	[redacted]
Purchase Order Date	8/30/2013
Original Revision Date	8/30/2013
Revision Date	1/29/2014
Distribution Date/Time	8/30/2013 11:39 AM
Total	700.00 USD
Requisition Number	42775472
Business Purpose	Novogenix-[redacted] lab
Previous PO Number	*no value*

Contact Information

Owner Name	[redacted]
Owner Phone	
Owner Email	

Campus
HSC

Delivery

Deliver To

Attn: [redacted]
Room

[redacted]

Billing

Bill To

USC Accounts Payable

[redacted]

Billing Options

Contract	*no value*
Payment Terms	0% 30, Net 30
Place Invoice on Hold	✖
Check Routing	*no value*

Additional Information

Quote Number	*no value*
FOB	FOB USC

Capital Asset Management

Capital Asset System Type	*no value*

Facilities

Facilities

Crew Number	Work Order Number

[redacted]

Payment Term Exception	*no value*
Payment Term	Standard
PO Clauses	
no clause	
Number of Bids	*no value*
Diversity Bids	*no value*
Business Associate Agreement (BAA)	✘
Data Security Addendum (DSA)	✘
High Dollar Approvals	✘
CA Income Tax Withholding Percentage	7%
Buyer Review	✘

Buyer Name	Buyer Email	Buyer Phone
Department Contact	See below	See below

Capital Asset System State	*no value*
Equipment Notes	*no value*

Capital Asset Transaction Type	Transaction Type Instructions	Asset #	Trade In Value
no value	*no value*	*no value*	*no value*

no value	*no value*
Stock Number	*no value*

Accounting Codes

Account Number	Validation Code	Object Code	Overdraft Funds Request (use only with resubmission)	Organization Code	Account Type Code	Sub-Fund Group Code	Spa Code	C&G Code	Fiscal Year
[redacted]									
SUPPORT [redacted]	11|12|13|14|15|16|18|CU|EX	M&S LABORATORY EXPENSE					*no value*	*no value*	2014

External Notes and Attachments

Note to Supplier *no note*

Attachments for supplier

[redacted] Invoice 8 ... (138k)

Internal Notes and Attachments

Internal Note *no note*

Internal Attachments

[redacted] nvoice 8 ... (138k)

Distribution Information

Distribution Methods

The system will distribute purchase orders using the method(s) indicated below:

Fax [redacted]

Line Item Details

[redacted]

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	Product Description	Catalog No	Size / Packaging	Unit Price	Quantity	Ext. Price
1	✓ **Enzymatic dissociation EDA: 120**	**51999-2.14 ED.1**	**EA**	**350.00 USD**	**1 EA**	**350.00 USD**

Multiple payments expected or Services are being purchased: false
Radioactive product being purchased: false
Taxable: ✓
Commodity Code: 23 Research/Lab Supply & Equip
PO Clauses: *no clause*
Requisition Number: 42775472
External Note: *no note*
Attachments for supplier
Internal Note: *no note*
Internal Attachments

2	✓ **Enzymatic dissociation EDA: 5.2**	**52194-16.1ED.1**	**EA**	**350.00 USD**	**1 EA**	**350.00 USD**

Taxable: ✓
Commodity Code: 23 Research/Lab Supply & Equip
PO Clauses: *no clause*
Requisition Number: 42775472
External Note: *no note*
Attachments for supplier
Internal Note: *no note*
Internal Attachments

Shipping, Handling, and Tax charges are calculated and charged by each supplier. The values shown here are for estimation purposes, fund checking, and workflow approvals.

Subtotal	**700.00**
Sales Tax	0.00
Shipping Only	0.00
Shipping and Handling	0.00
Total	**700.00 USD**

[redacted]

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Summary - PO 50155524

PO/Reference Number	50155524
Supplier	Novogenix Laboratories Llc

General Information

PO/Reference Number	**50155524**
Revision Number	1
A/P status	Closed
Supplier Name	Novogenix Laboratories Llc
DUNS	
Address	[redacted]
Purchase Order Date	2/18/2014
Original Revision Date	2/18/2014
Revision Date	2/28/2014
Distribution Date/Time	2/18/2014 11:45 AM
Total	200.00 USD
Requisition Number	47674179
Business Purpose	2351781005
Previous PO Number	*no value*

Contact Information

Owner Name	[redacted]
Owner Phone	
Owner Email	

Campus
HSC

Delivery

Deliver To

Attn: [redacted]

Room [redacted]

Billing

Bill To

USC Accounts Payable

[redacted]

Billing Options

Contract	*no value*
Payment Terms	0% 30, Net 30
Place Invoice on Hold	✖
Check Routing	*no value*

Additional Information

Quote Number	*no value*
FOB	FOB USC
Payment Term Exception	*no value*

Capital Asset Management

Capital Asset System Type	*no value*
Capital Asset System State	*no value*

Facilities

Facilities

Crew Number	Work Order Number
no value	*no value*

[redacted]

Payment Term	Standard
PO Clauses	
no clause	
Number of Bids	*no value*
Diversity Bids	*no value*
Business Associate Agreement (BAA)	✖
Data Security Addendum (DSA)	✖
High Dollar Approvals	✖
CA Income Tax Withholding Percentage	7%
Buyer Review	✖

Buyer Name	Buyer Email	Buyer Phone
Department Contact	See below	See below

Equipment Notes *no value*

Capital Asset Transaction Type	Transaction Type Instructions	Asset #	Trade In Value
no value	*no value*	*no value*	*no value*

Stock Number *no value*

Accounting Codes

Account Number	Validation Code	Object Code	Overdraft Funds Request (use only with resubmission)	Organization Code	Account Type Code	Sub-Fund Group Code	Spa Code	C&G Code	Fiscal Year
[redacted]							*no value*	*no value*	2014
IMPACT OF CD22 DELTA E12 GENETIC DEFECT	21|22|23|24|25|26|27|28|CR|EX	M&S LABORATORY EXPENSE							

External Notes and Attachments

Note to Supplier *no note*

Attachments for supplier

Internal Notes and Attachments

Internal Note *no note*

Internal Attachments

Distribution Information

Distribution Methods

The system will distribute purchase orders using the method(s) indicated below:

Fax [redacted]

Line Item Details

Product Description	Catalog No	Size / Packaging	Unit Price	Quantity	Ext. Price

[redacted]

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1	✓ **Procurement, processing, and delivery**	**44352-12.7-2**	**EA**	**200.00 USD**	**1 EA**	**200.00 USD**

Multiple payments expected or Services are being purchased	false	Taxable	✓	Requisition Number	47674179
Radioactive product being purchased	false	Commodity Code	23 Research/Lab Supply & Equip	External Note	*no note*
		PO Clauses		Attachments for supplier	
		no clause		Internal Note	*no note*
				Internal Attachments	

Shipping, Handling, and Tax charges are calculated and charged by each supplier. The values shown here are for estimation purposes, fund checking, and workflow approvals.

Subtotal	**200.00**
Sales Tax	0.00
Shipping Only	0.00
Shipping and Handling	0.00
Total	**200.00 USD**

[redacted]

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Summary - PO 50184375

PO/Reference Number	50184375
Supplier	Novogenix Laboratories Llc

General Information

PO/Reference Number	**50184375**
Revision Number	1
A/P status	Closed
Supplier Name	Novogenix Laboratories Llc
DUNS	
Address	[redacted]
Purchase Order Date	5/14/2014
Original Revision Date	5/14/2014
Revision Date	6/4/2014
Distribution Date/Time	5/14/2014 9:39 AM
Total	1,000.00 USD
Requisition Number	50258561
Business Purpose	Human tissue for research
Previous PO Number	*no value*

Contact Information

Owner Name	[redacted]
Owner Phone	
Owner Email	

Campus
HSC

Delivery

Deliver To

Attn: [redacted]
Room [redacted]

Billing

Bill To

USC Accounts Payable
[redacted]

Billing Options

Contract	*no value*
Payment Terms	0% 30, Net 30
Place Invoice on Hold	✖
Check Routing	*no value*

Additional Information

[redacted]

Capital Asset Management

Facilities

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FOB	FOB USC
Payment Term Exception	*no value*
Payment Term	Standard
PO Clauses	
no clause	
CA Income Tax Withholding Percentage	7%
Buyer Review	✕

Buyer Name	Buyer Email	Buyer Phone
Department Contact	See below	See below

Capital Asset System Type	*no value*
Capital Asset System State	*no value*
Equipment Notes	*no value*

Capital Asset Transaction Type	Asset #	Trade In Value
no value	*no value*	*no value*

Facilities

Crew Number	Work Order Number
no value	*no value*

Stock Number *no value*

Accounting Codes

Account Number	Validation Code	Object Code	Fiscal Year
[redacted]			2014
Reprogramming human epidermal and derma	51|52|53|54|55|56|57|58|CP|ALL	M&S LABORATORY EXPENSE	

External Notes and Attachments

Note to Supplier *no note*

Attachments for supplier

- Novogenix app re... (34k)
- Novogenix Custome... (253k)
- Novogenix Investi... (50k)
- Novogenix Investi... (16k)

Internal Notes and Attachments

Internal Note *no note*

Internal Attachments

- AGP User Certific... (52k)
- Serology waiver l... (61k)

Distribution Information

Distribution Methods

The system will distribute purchase orders using the method(s) indicated below:

Fax [redacted]

Line Item Details

Product Description	Catalog No	Size / Packaging	Unit Price	Quantity	Ext. Price
1 ✓ **Human tissue**		EA	1,000.00 USD	1 EA	1,000.00 USD

Taxable	✕
Commodity Code	23 Research/Lab Supply & Equip
PO Clauses	

Requisition Number	50258561
External Note	*no note*
Attachments for supplier	

[redacted]

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	no clause	Internal Note *no note* Internal Attachments

Shipping, Handling, and Tax charges are calculated and charged by each supplier. The values shown here are for estimation purposes, fund checking, and workflow approvals.

Subtotal	**1,000.00**
Sales Tax	0.00
Shipping Only	0.00
Shipping and Handling	0.00
Total	**1,000.00 USD**

[redacted]

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Summary - PO 50208706

PO/Reference Number	50208706
Supplier	Novogenix Laboratories Llc

General Information

PO/Reference Number	**50208706**
Revision Number	1
A/P status	Closed
Supplier Name	Novogenix Laboratories Llc
DUNS	
Address	[redacted]
Purchase Order Date	7/24/2014
Original Revision Date	7/24/2014
Revision Date	7/25/2014
Total	431.20 USD
Requisition Number	51887337
Business Purpose	Research Supplies
Previous PO Number	*no value*

Contact Information

Owner Name	[redacted]
Owner Phone	
Owner Email	

Campus
HSC

Delivery

Deliver To

Attn: [redacted]
Room [redacted]

Billing

Bill To

USC Accounts Payable
[redacted]

Billing Options

Contract	*no value*
Payment Terms	0% 30, Net 30
Place Invoice on Hold	✕
Check Routing	*no value*

Additional Information

FOB	FOB USC

Capital Asset Management

Capital Asset System Type	*no value*

Facilities

Facilities

Crew Number	Work Order

[redacted]

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Payment Term Exception	*no value*	Capital Asset System State	*no value*		Number
Payment Term	Standard	Equipment Notes	*no value*	*no value*	*no value*
PO Clauses					
no clause				Stock Number	*no value*
CA Income Tax Withholding Percentage	7%				
Buyer Review	✗				

Capital Asset Transaction Type	Asset #	Trade In Value
no value	*no value*	*no value*

Buyer Name	Buyer Email	Buyer Phone
Department Contact	See below	See below

Accounting Codes

Account Number	Validation Code	Object Code	Fiscal Year
no value	*no value*	*no value*	2015

Accounting Codes values vary by line

External Notes and Attachments

Note to Supplier *no note*

Attachments for supplier

Internal Notes and Attachments

Internal Note *no note*

Internal Attachments

Distribution Information

Distribution Methods

The system will distribute purchase orders using the method(s) indicated below:

Fax [redacted]

Distribution options have been overridden for this PO

Line Item Details

	Product Description	Catalog No	Size / Packaging	Unit Price	Quantity	Ext. Price
1	✓ **Procurement and processing**		EA	400.00 USD	1 EA	400.00 USD

Accounting Codes values have been overridden for this line

Delivery Address In California?	Yes	Taxable	✓	Requisition Number	51887337
Tangible Item?	No	Commodity Code	23 Research/Lab Supply & Equip	External Note	*no note*
Vendor outside of California?	No	PO Clauses		Attachments for supplier	
Vendor outside of US?	No	*no clause*		Internal Note	*no note*

[redacted]

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Internal Attachments

Shipping, Handling, and Tax charges are calculated and charged by each supplier. The values shown here are for estimation purposes, fund checking, and workflow approvals.

Subtotal	**400.00**
Sales Tax	0.00
Shipping Only	31.20
Shipping and Handling	0.00
Total	**431.20 USD**

[redacted]

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Summary - PO 50208711

PO/Reference Number	50208711
Supplier	Novogenix Laboratories Llc

General Information

PO/Reference Number	**50208711**
Revision Number	1
A/P status	Closed
Supplier Name	Novogenix Laboratories Llc
DUNS	
Address	[redacted]
Purchase Order Date	7/24/2014
Original Revision Date	7/24/2014
Revision Date	7/25/2014
Total	629.60 USD
Requisition Number	52529274
Business Purpose	Research Supplies
Previous PO Number	*no value*

Contact Information

Owner Name	[redacted]
Owner Phone	
Owner Email	

Campus
HSC

Delivery

Deliver To

Attn: [redacted]
Room [redacted]

Billing

Bill To

USC Accounts Payable
[redacted]

Billing Options

Contract	*no value*
Payment Terms	0% 30, Net 30
Place Invoice on Hold	✖
Check Routing	*no value*

Additional Information

FOB	FOB USC

Capital Asset Management

Capital Asset System Type	*no value*

Facilities

Facilities

Crew Number	Work Order

[redacted]

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Payment Term Exception	*no value*	Capital Asset System State	*no value*		Number
Payment Term	Standard	Equipment Notes	*no value*	*no value*	*no value*
PO Clauses				Stock Number	*no value*
no clause					
CA Income Tax Withholding Percentage	7%	Capital Asset Transaction Type	Asset #	Trade In Value	
Buyer Review	✖	*no value*	*no value*	*no value*	

Buyer Name	Buyer Email	Buyer Phone
Department Contact	See below	See below

Accounting Codes

Account Number	Validation Code	Object Code	Fiscal Year
[redacted] Evaluation of Cellular Heterogeneity Us	51|52|53|54|55|56|57|58|CG|ALL	M&S LABORATORY EXPENSE	2015

External Notes and Attachments

Note to Supplier *no note*

Attachments for supplier

Internal Notes and Attachments

Internal Note *no note*

Internal Attachments

Distribution Information

Distribution Methods

The system will distribute purchase orders using the method(s) indicated below:

Fax [redacted]

Distribution options have been overridden for this PO

Line Item Details

	Product Description	Catalog No	Size / Packaging	Unit Price	Quantity	Ext. Price
1	✓ **Procurement and processing**		EA	600.00 USD	1 EA	600.00 USD

Delivery Address In California?	Yes	Taxable	✓	Requisition Number	52529274
Tangible Item?	No	Commodity Code	23 Research/Lab Supply & Equip	External Note	*no note*
Vendor outside of California?	No	PO Clauses		Attachments for supplier	
Vendor outside of US?	No	*no clause*		Internal Note	*no note*
				Internal Attachments	

[redacted]

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Shipping, Handling, and Tax charges are calculated and charged by each supplier. The values shown here are for estimation purposes, fund checking, and workflow approvals.

Subtotal	**600.00**
Sales Tax	0.00
Shipping Only	29.60
Shipping and Handling	0.00
Total	**629.60 USD**

[redacted]

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Summary - PO 50210307

PO/Reference Number	50210307
Supplier	Novogenix Laboratories Llc

General Information

PO/Reference Number	**50210307**
Revision Number	3
A/P status	Closed
Supplier Name	Novogenix Laboratories Llc
DUNS	
Address	[redacted]
Purchase Order Date	7/29/2014
Original Revision Date	7/29/2014
Revision Date	2/3/2015
Distribution Date/Time	7/29/2014 3:06 PM
Total	1,000.00 USD
Requisition Number	52449061
Business Purpose	Tissue engineering
Previous PO Number	*no value*

Contact Information

Owner Name	[redacted]
Owner Phone	
Owner Email	

Campus
HSC

Delivery

Deliver To

Attn: [redacted]
Room [redacted]

Billing

Bill To

USC Accounts Payable

[redacted]

Billing Options

Contract	*no value*
Payment Terms	0% 30, Net 30
Place Invoice on Hold	✘
Check Routing	*no value*

Additional Information

[redacted]

Capital Asset Management

Facilities

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FOB	FOB USC
Payment Term Exception	*no value*
Payment Term	Standard
PO Clauses	*no clause*
CA Income Tax Withholding Percentage	7%
Buyer Review	✖

Buyer Name	Buyer Email	Buyer Phone
Department Contact	See below	See below

Capital Asset System Type	*no value*
Capital Asset System State	*no value*
Equipment Notes	*no value*

Capital Asset Transaction Type	Asset #	Trade In Value
no value	*no value*	*no value*

Facilities

Crew Number	Work Order Number
no value	*no value*

Stock Number *no value*

Accounting Codes

Account Number	Validation Code	Object Code	Fiscal Year
[redacted] Reprogramming human epidermal and derma	51|52|53|54|55|56|57|58|CP|ALL	M&S LABORATORY EXPENSE	2015

External Notes and Attachments

Note to Supplier *no note*

Attachments for supplier

- Novogenix app res... (34k)
- Novogenix custome... (253k)
- Novogenix Investi... (50k)
- Novogenix Investi... (16k)

Internal Notes and Attachments

Internal Note *no note*

Internal Attachments

- AGP user certific... (52k)
- Serology waiver l... (61k)

Distribution Information

Distribution Methods

The system will distribute purchase orders using the method(s) indicated below:

Fax [redacted]

Line Item Details

	Product Description	Catalog No	Size / Packaging	Unit Price	Quantity	Ext. Price
1	✓ **Human tissue**		EA	1,000.00 USD	1 EA	1,000.00 USD

Taxable	✖	Requisition Number	52449061
Commodity Code	23 Research/Lab Supply & Equip	External Note	*no note*
PO Clauses		Attachments for supplier	

[redacted]

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Summary - PO 50245699

PO/Reference Number	50245699
Supplier	Novogenix Laboratories Llc

General Information

PO/Reference Number	**50245699**
Revision Number	1
A/P status	Closed
Supplier Name	Novogenix Laboratories Llc
DUNS	
Address	[redacted]
Purchase Order Date	11/6/2014
Original Revision Date	11/6/2014
Revision Date	11/12/2014
Total	2,100.00 USD
Requisition Number	56035082
Business Purpose	Payment for past due invoice for [redacted] research project
Previous PO Number	*no value*

Delivery

Deliver To

Attn: [redacted]
Room [redacted]

Billing

Bill To

USC Accounts Payable
[redacted]

Billing Options

Contract	*no value*
Payment Terms	0% 30, Net 30
Place Invoice on Hold	✕
Check Routing	*no value*

Contact Information

Owner Name	[redacted]
Owner Phone	
Owner Email	

Campus
HSC

Additional Information

[redacted]

Capital Asset Management

Facilities

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FOB	FOB USC
Payment Term Exception	*no value*
Payment Term	Standard
PO Clauses	*no clause*
CA Income Tax Withholding Percentage	7%
Buyer Review	X

Buyer Name	Buyer Email	Buyer Phone
Department Contact	See below	See below

Capital Asset System Type	*no value*
Capital Asset System State	*no value*
Equipment Notes	*no value*

Capital Asset Transaction Type	Asset #	Trade In Value
no value	*no value*	*no value*

Facilities

Crew Number	Work Order Number
no value	*no value*

Stock Number *no value*

Accounting Codes

Account Number	Validation Code	Object Code	Fiscal Year
[redacted] Latent HIV - Targets and Tools	51|52|53|54|55|56|57|58|CSL|ALL	M&S LABORATORY EXPENSE	2015

External Notes and Attachments

Note to Supplier *no note*

Attachments for supplier

10_28_2014 (138) ... (423k)

Internal Notes and Attachments

Internal Note *no note*

Internal Attachments

Distribution Information

Distribution Methods

The system will distribute purchase orders using the method(s) indicated below:

Fax [redacted]

Distribution options have been overridden for this PO

Line Item Details

Product Description	Catalog No	Size / Packaging	Unit Price	Quantity	Ext. Price
1 ✓ **Procurement and processing**		EA	2,100.00 USD	1 EA	2,100.00 USD

Delivery Address In California?	Yes	Taxable	X	Requisition Number	56035082
Tangible Item?	No	Commodity Code	24 Research/Lab Services	External Note	*no note*
Vendor outside of	No			Attachments for supplier	

[redacted]

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California?		PO Clauses	Internal Note *no note*
Vendor outside of US?	No	*no clause*	Internal Attachments

Shipping, Handling, and Tax charges are calculated and charged by each supplier. The values shown here are for estimation purposes, fund checking, and workflow approvals.

Subtotal	**2,100.00**
Sales Tax	0.00
Shipping Only	0.00
Shipping and Handling	0.00
Total	**2,100.00 USD**

[redacted]

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Summary - PO 50247826

PO/Reference Number	50247826
Supplier	Novogenix Laboratories Llc

General Information

PO/Reference Number	**50247826**
Revision Number	1
A/P status	Closed
Supplier Name	Novogenix Laboratories Llc
DUNS	
Address	[redacted]
Purchase Order Date	11/13/2014
Original Revision Date	11/13/2014
Revision Date	12/8/2014
Total	229.60 USD
Requisition Number	56230110
Business Purpose	DNA Sequencing
Previous PO Number	*no value*

Contact Information

Owner Name	[redacted]
Owner Phone	
Owner Email	

Campus
HSC

Delivery

Deliver To

Attn: [redacted]
Room

[redacted]

Billing

Bill To

USC Accounts Payable

[redacted]

Billing Options

Contract	*no value*
Payment Terms	0% 30, Net 30
Place Invoice on Hold	x
Check Routing	*no value*

Additional Information

FOB	FOB USC

[redacted]

Capital Asset Management

Capital Asset System Type	*no value*

Facilities

Facilities

Crew Number	Work Order

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Payment Term Exception	*no value*	Capital Asset System State	*no value*		Number
Payment Term	Standard	Equipment Notes	*no value*	*no value*	*no value*
PO Clauses				Stock Number	*no value*
no clause					
CA Income Tax Withholding Percentage	7%	Capital Asset Transaction Type	Asset #	Trade In Value	
Buyer Review	✖	*no value*	*no value*	*no value*	

Buyer Name	Buyer Email	Buyer Phone
Department Contact	See below	See below

Accounting Codes

Account Number	Validation Code	Object Code	Fiscal Year
[redacted]			
Evaluation of Cellular Heterogeneity Us	51|52|53|54|55|56|57|58|CG|ALL	GENERAL/PROJECT SUPPLIES	2015

External Notes and Attachments

Note to Supplier *no note*

Attachments for supplier

Internal Notes and Attachments

Internal Note *no note*

Internal Attachments

Distribution Information

Distribution Methods

The system will distribute purchase orders using the method(s) indicated below:

Fax [redacted]

Distribution options have been overridden for this PO

Line Item Details

	Product Description	Catalog No	Size / Packaging	Unit Price	Quantity	Ext. Price
1	✓ **Procurement and processing BN, EDA: 9.0**		EA	200.00 USD	1 EA	200.00 USD

Delivery Address In California?	Yes	Taxable	✓	Requisition Number 56230110
Tangible Item?	No	Commodity Code	23 Research/Lab Supply & Equip	External Note *no note*
Vendor outside of California?	No	PO Clauses		Attachments for supplier
				Internal Note *no note*

[redacted]

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Vendor outside of US?	No	*no clause*	Internal Attachments

Shipping, Handling, and Tax charges are calculated and charged by each supplier. The values shown here are for estimation purposes, fund checking, and workflow approvals.

Subtotal	**200.00**
Sales Tax	0.00
Shipping Only	29.60
Shipping and Handling	0.00
Total	**229.60 USD**

[redacted]

Summary - PO 50218307

PO/Reference Number	50218307
Supplier	Novogenix Laboratories Llc

General Information

PO/Reference Number	**50218307**
Revision Number	1
A/P status	Closed
Supplier Name	Novogenix Laboratories Llc
DUNS	
Address	[redacted]
Purchase Order Date	8/20/2014
Original Revision Date	8/20/2014
Revision Date	9/18/2014
Total	630.40 USD
Requisition Number	53429467
Business Purpose	Research Supplies
Previous PO Number	*no value*

Contact Information

Owner Name	[redacted]
Owner Phone	
Owner Email	

Campus
HSC

Delivery

Deliver To

Attn: [redacted]
Room [redacted]

Billing

Bill To

USC Accounts Payable
[redacted]

Billing Options

Contract	*no value*
Payment Terms	0% 30, Net 30
Place Invoice on Hold	✕
Check Routing	*no value*

Additional Information

FOB	FOB USC

Capital Asset Management

Capital Asset System Type	*no value*

Facilities

Facilities

Crew Number	Work Order

[redacted]

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Payment Term Exception	*no value*	Capital Asset System State	*no value*		Number
Payment Term	Standard	Equipment Notes	*no value*	*no value*	*no value*
PO Clauses					
no clause				Stock Number	*no value*
CA Income Tax Withholding Percentage	7%	Capital Asset Transaction Type	Asset #	Trade In Value	
Buyer Review	x	*no value*	*no value*	*no value*	

Buyer	Buyer Name	Buyer Email	Buyer Phone
Department Contact	See below	See below	

Accounting Codes

Account Number	Validation Code	Object Code	Fiscal Year
[redacted]			2015
Evaluation of Cellular Heterogeneity Us	51|52|53|54|55|56|57|58|CG|ALL	M&S LABORATORY EXPENSE	

External Notes and Attachments

Note to Supplier *no note*

Attachments for supplier

Internal Notes and Attachments

Internal Note *no note*

Internal Attachments

Distribution Information

Distribution Methods

The system will distribute purchase orders using the method(s) indicated below:

Fax [redacted]

Distribution options have been overridden for this PO

Line Item Details

	Product Description	Catalog No	Size / Packaging	Unit Price	Quantity	Ext. Price
1	✓ **Procurement and processing**		EA	200.00 USD	3 EA	600.00 USD

Delivery Address In California?	Yes	Taxable	✓	Requisition Number	53429467
Tangible Item?	No	Commodity Code	23 Research/Lab Supply & Equip	External Note	*no note*
Vendor outside of California?	No	PO Clauses		Attachments for supplier	
Vendor outside of US?	No	*no clause*		Internal Note	*no note*
				Internal Attachments	

[redacted]

CONFIDENTIAL

Shipping, Handling, and Tax charges are calculated and charged by each supplier. The values shown here are for estimation purposes, fund checking, and workflow approvals.

Subtotal	**600.00**
Sales Tax	0.00
Shipping Only	30.40
Shipping and Handling	0.00
Total	**630.40 USD**

[redacted]

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Summary - PO 50218851

PO/Reference Number	50218851
Supplier	Novogenix Laboratories Llc

General Information

PO/Reference Number	**50218851**
Revision Number	1
A/P status	Closed
Supplier Name	Novogenix Laboratories Llc
DUNS	
Address	[redacted]
Purchase Order Date	8/21/2014
Original Revision Date	8/21/2014
Revision Date	8/25/2014
Total	350.00 USD
Requisition Number	53478892
Business Purpose	lab supplies
Previous PO Number	*no value*

Contact Information

Owner Name	[redacted]
Owner Phone	
Owner Email	

Campus
HSC

Delivery

Deliver To

Attn: [redacted]
Room

[redacted]

Billing

Bill To

USC Accounts Payable

[redacted]

Billing Options

Contract	*no value*
Payment Terms	0% 30, Net 30
Place Invoice on Hold	✕
Check Routing	*no value*

Additional Information

FOB	FOB USC

Capital Asset Management

Capital Asset System Type	*no value*

Facilities

Facilities

Crew Number Work Order

[redacted]

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	no clause	Internal Attachments

Shipping, Handling, and Tax charges are calculated and charged by each supplier. The values shown here are for estimation purposes, fund checking, and workflow approvals.

Subtotal	**350.00**
Sales Tax	0.00
Shipping Only	0.00
Shipping and Handling	0.00
Total	**350.00 USD**

[redacted]

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Summary - PO 50231923

PO/Reference Number	50231923
Supplier	Novogenix Laboratories Llc

General Information

PO/Reference Number	**50231923**
Revision Number	1
A/P status	Closed
Supplier Name	Novogenix Laboratories Llc
DUNS	
Address	[redacted]
Purchase Order Date	9/29/2014
Original Revision Date	9/29/2014
Revision Date	4/27/2015
Total	431.20 USD
Requisition Number	54704851
Business Purpose	Research Supplies
Previous PO Number	*no value*

Contact Information

Owner Name	[redacted]
Owner Phone	
Owner Email	

Campus
HSC

Delivery

Deliver To

Attn: [redacted]

Room [redacted]

Billing

Bill To

USC Accounts Payable

[redacted]

Billing Options

Contract	*no value*
Payment Terms	0% 30, Net 30
Place Invoice on Hold	✕
Check Routing	*no value*

Additional Information

FOB	FOB USC

Capital Asset Management

Capital Asset System Type	*no value*

Facilities

Facilities

Crew Number	Work Order

[redacted]

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Payment Term Exception	*no value*	Capital Asset System State	*no value*		Number
Payment Term	Standard	Equipment Notes	*no value*	*no value*	*no value*
PO Clauses				Stock Number	*no value*
no clause					
CA Income Tax Withholding Percentage	7%	Capital Asset Transaction Type	Asset #	Trade In Value	
Buyer Review	✕	*no value*	*no value*	*no value*	

Buyer Name	Buyer Email	Buyer Phone
Department Contact	See below	See below

Accounting Codes

Account Number	Validation Code	Object Code	Fiscal Year
[redacted] Evaluation of Cellular Heterogeneity Us	51|52|53|54|55|56|57|58|CG|ALL	M&S LABORATORY EXPENSE	2015

External Notes and Attachments

Note to Supplier *no note*

Attachments for supplier

Internal Notes and Attachments

Internal Note *no note*

Internal Attachments

Distribution Information

Distribution Methods

The system will distribute purchase orders using the method(s) indicated below:

Fax [redacted]

Distribution options have been overridden for this PO

Line Item Details

	Product Description	Catalog No	Size / Packaging	Unit Price	Quantity	Ext. Price
1	✓ **Procurement & processing 51603-19.3-1**		EA	200.00 USD	1 EA	200.00 USD

Delivery Address In California?	Yes	Taxable	✓	Requisition Number	54704851
Tangible Item?	No	Commodity Code	24 Research/Lab Services	External Note	*no note*
Vendor outside of California?	No	PO Clauses		Attachments for supplier	
				Internal Note	*no note*

[redacted]

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Vendor outside of US?	No	*no clause*			Internal Attachments		

2 ✓ **Procurement & processing 68316-19.3-1**				**EA**	**200.00 USD**	**1 EA**	**200.00 USD**
Delivery Address In California?	Yes	Taxable	✓		Requisition Number	54704851	
Tangible Item?	No	Commodity Code	24 Research/Lab Services		External Note	*no note*	
Vendor outside of California?	No				Attachments for supplier		
Vendor outside of US?	No	PO Clauses *no clause*			Internal Note	*no note*	
					Internal Attachments		

Shipping, Handling, and Tax charges are calculated and charged by each supplier. The values shown here are for estimation purposes, fund checking, and workflow approvals.

Subtotal	**400.00**
Sales Tax	0.00
Shipping Only	31.20
Shipping and Handling	0.00
Total	**431.20 USD**

[redacted]

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Summary - PO 50231924

PO/Reference Number	50231924
Supplier	Novogenix Laboratories Llc

General Information

PO/Reference Number	**50231924**
Revision Number	1
A/P status	Closed
Supplier Name	Novogenix Laboratories Llc
DUNS	
Address	[redacted]
Purchase Order Date	9/29/2014
Original Revision Date	9/29/2014
Revision Date	10/10/2014
Total	231.20 USD
Requisition Number	54704851
Business Purpose	Research Supplies
Previous PO Number	*no value*

Contact Information

Owner Name	[redacted]
Owner Phone	
Owner Email	

Campus

HSC

Delivery

Deliver To

Attn: [redacted]
Room [redacted]

Billing

Bill To

USC Accounts Payable
[redacted]

Billing Options

Contract	*no value*
Payment Terms	0% 30, Net 30
Place Invoice on Hold	X
Check Routing	*no value*

Additional Information

FOB	FOB USC

Capital Asset Management

Capital Asset System Type	*no value*

Facilities

Facilities

Crew Number Work Order

[redacted]

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Payment Term Exception	*no value*	Capital Asset System State	*no value*		Number
Payment Term	Standard	Equipment Notes	*no value*	*no value*	*no value*
PO Clauses					
no clause				Stock Number	*no value*
CA Income Tax Withholding Percentage	7%	Capital Asset Transaction Type	Asset #	Trade In Value	
Buyer Review	x	*no value*	*no value*	*no value*	
Buyer Name	Buyer Email	Buyer Phone			
Department Contact	See below	See below			

Accounting Codes

Account Number	Validation Code	Object Code	Fiscal Year
[redacted]			2015
Evaluation of Cellular Heterogeneity Us	51|52|53|54|55|56|57|58|CG|ALL	M&S LABORATORY EXPENSE	

External Notes and Attachments

Note to Supplier *no note*

Attachments for supplier

Internal Notes and Attachments

Internal Note *no note*

Internal Attachments

Distribution Information

Distribution Methods

The system will distribute purchase orders using the method(s) indicated below:

Fax [redacted]

Distribution options have been overridden for this PO

Line Item Details

	Product Description	Catalog No	Size / Packaging	Unit Price	Quantity	Ext. Price
1	✓ **Procurement & processing 66906-2.14-1**		EA	200.00 USD	1 EA	200.00 USD

Delivery Address In California?	Yes	Taxable	✓	Requisition Number	54704851
Tangible Item?	No	Commodity Code	24 Research/Lab Services	External Note	*no note*
Vendor outside of California?	No	PO Clauses		Attachments for supplier	
				Internal Note	*no note*

[redacted]

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Vendor outside of US?	No	*no clause*	Internal Attachments

Shipping, Handling, and Tax charges are calculated and charged by each supplier. The values shown here are for estimation purposes, fund checking, and workflow approvals.

Subtotal	**200.00**
Sales Tax	0.00
Shipping Only	31.20
Shipping and Handling	0.00
Total	**231.20 USD**

[redacted]

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Summary - PO 50235476

PO/Reference Number	50235476
Supplier	Novogenix Laboratories Llc

General Information

PO/Reference Number	**50235476**
Revision Number	1
A/P status	Closed
Supplier Name	Novogenix Laboratories Llc
DUNS	
Address	[redacted]
Purchase Order Date	10/9/2014
Original Revision Date	10/9/2014
Revision Date	10/17/2014
Total	231.20 USD
Requisition Number	55073391
Business Purpose	DNA Sequencing/Lab Reagents
Previous PO Number	*no value*

Contact Information

Owner Name	[redacted]
Owner Phone	
Owner Email	

Campus
HSC

Delivery

Deliver To

Attn: [redacted]
Room
[redacted]

Billing

Bill To

USC Accounts Payable
[redacted]

Billing Options

Contract	*no value*
Payment Terms	0% 30, Net 30
Place Invoice on Hold	✕
Check Routing	*no value*

Additional Information

FOB	FOB USC

Capital Asset Management

Capital Asset	*no value*

Facilities

Facilities

[redacted]

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Payment Term Exception	*no value*	System Type		Crew Number	Work Order Number
Payment Term	Standard	Capital Asset System State	*no value*	*no value*	*no value*
PO Clauses	*no clause*	Equipment Notes	*no value*	Stock Number	*no value*
CA Income Tax Withholding Percentage	7%				
Buyer Review	x				

Capital Asset Transaction Type	Asset #	Trade In Value
no value	*no value*	*no value*

Buyer Name	Buyer Email	Buyer Phone
Department Contact	See below	See below

Accounting Codes

Account Number	Validation Code	Object Code	Fiscal Year
[redacted] Evaluation of Cellular Heterogeneity Us	51|52|53|54|55|56|57|58|CG|ALL	M&S LABORATORY EXPENSE	2015

External Notes and Attachments

Note to Supplier *no note*

Attachments for supplier

Internal Notes and Attachments

Internal Note *no note*

Internal Attachments

Distribution Information

Distribution Methods

The system will distribute purchase orders using the method(s) indicated below:

Fax [redacted]

Distribution options have been overridden for this PO

Line Item Details

	Product Description	Catalog No	Size / Packaging	Unit Price	Quantity	Ext. Price
1	✓ **Procurement and processing**		EA	200.00 USD	1 EA	200.00 USD

Delivery Address In California?	Yes	Taxable	✓	Requisition Number	55073391
Tangible Item?	No	Commodity Code	23 Research/Lab Supply & Equip	External Note	*no note*
Vendor outside of California?	No	PO Clauses		Attachments for supplier	

[redacted]

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Vendor outside of US?	No	*no clause*	Internal Note *no note* Internal Attachments

Shipping, Handling, and Tax charges are calculated and charged by each supplier. The values shown here are for estimation purposes, fund checking, and workflow approvals.

Subtotal	**200.00**
Sales Tax	0.00
Shipping Only	31.20
Shipping and Handling	0.00
Total	**231.20 USD**

[redacted]

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Summary - PO 50235479

PO/Reference Number 50235479

Supplier Novogenix Laboratories Llc

General Information

PO/Reference Number	**50235479**
Revision Number	1
A/P status	Closed
Supplier Name	Novogenix Laboratories Llc
DUNS	
Address	[redacted]
Purchase Order Date	10/9/2014
Original Revision Date	10/9/2014
Revision Date	10/20/2014
Total	431.20 USD
Requisition Number	55073734
Business Purpose	DNA Sequencing/Lab Reagents
Previous PO Number	*no value*

Contact Information

Owner Name	[redacted]
Owner Phone	
Owner Email	

Campus
HSC

Delivery

Deliver To

Attn: [redacted]

Room [redacted]

Billing

Bill To

USC Accounts Payable

[redacted]

Billing Options

Contract	*no value*
Payment Terms	0% 30, Net 30
Place Invoice on Hold	✕
Check Routing	*no value*

Additional Information

FOB FOB USC

Capital Asset Management

Capital Asset *no value*

Facilities

Facilities

[redacted]

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Payment Term Exception	*no value*	System Type		Crew Number	Work Order Number
Payment Term	Standard	Capital Asset System State	*no value*	*no value*	*no value*
PO Clauses		Equipment Notes	*no value*	Stock Number	*no value*
no clause					
CA Income Tax Withholding Percentage	7%				
Buyer Review	x				

Capital Asset Transaction Type	Asset #	Trade In Value
no value	*no value*	*no value*

Buyer Name	Buyer Email	Buyer Phone
Department Contact	See below	See below

Accounting Codes

Account Number	Validation Code	Object Code	Fiscal Year
[redacted]			2015
Evaluation of Cellular Heterogeneity Us	51|52|53|54|55|56|57|58|CG|ALL	M&S LABORATORY EXPENSE	

External Notes and Attachments

Note to Supplier *no note*

Attachments for supplier

Internal Notes and Attachments

Internal Note *no note*

Internal Attachments

Distribution Information

Distribution Methods

The system will distribute purchase orders using the method(s) indicated below:

Fax [redacted]

Distribution options have been overridden for this PO

Line Item Details

	Product Description	Catalog No	Size / Packaging	Unit Price	Quantity	Ext. Price
1	✓ **Procurement and processing**		EA	200.00 USD	2 EA	400.00 USD

Delivery Address In California?	Yes	Taxable	✓	Requisition Number	55073734
Tangible Item?	No	Commodity Code	23 Research/Lab Supply & Equip	External Note	*no note*
Vendor outside of California?	No	PO Clauses		Attachments for supplier	

[redacted]

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Vendor outside of US?	No	*no clause*	Internal Note *no note* Internal Attachments

Shipping, Handling, and Tax charges are calculated and charged by each supplier. The values shown here are for estimation purposes, fund checking, and workflow approvals.

Subtotal	**400.00**
Sales Tax	0.00
Shipping Only	31.20
Shipping and Handling	0.00
Total	**431.20 USD**

[redacted]

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Summary - PO 50241784

PO/Reference Number	50241784
Supplier	Novogenix Laboratories Llc

General Information

PO/Reference Number	**50241784**
Revision Number	3
A/P status	Closed
Supplier Name	Novogenix Laboratories Llc
DUNS	
Address	[redacted]
Purchase Order Date	10/27/2014
Original Revision Date	10/27/2014
Revision Date	5/6/2015
Distribution Date/Time	10/27/2014 3:19 PM
Total	1,000.00 USD
Requisition Number	55447023
Business Purpose	Human tissues
Previous PO Number	*no value*

Contact Information

Owner Name	[redacted]
Owner Phone	
Owner Email	

Campus
HSC

Delivery

Deliver To

Attn: [redacted]
Room [redacted]

Billing

Bill To

USC Accounts Payable
[redacted]

Billing Options

Contract	*no value*
Payment Terms	0% 30, Net 30
Place Invoice on Hold	X
Check Routing	*no value*

Additional Information

[redacted]

Capital Asset Management

Facilities

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FOB	FOB USC
Payment Term Exception	*no value*
Payment Term	Standard
PO Clauses	
no clause	
CA Income Tax Withholding Percentage	7%
Buyer Review	✕

Buyer Name	Buyer Email	Buyer Phone
Department Contact	See below	See below

Capital Asset System Type	*no value*
Capital Asset System State	*no value*
Equipment Notes	*no value*

Capital Asset Transaction Type	Asset #	Trade In Value
no value	*no value*	*no value*

Facilities

Crew Number	Work Order Number
no value	*no value*

Stock Number *no value*

Accounting Codes

Account Number	Validation Code	Object Code	Fiscal Year
[redacted] Reprogramming human epidermal and derma	51|52|53|54|55|56|57|58|CP|ALL	M&S LABORATORY EXPENSE	2015

External Notes and Attachments

Note to Supplier *no note*

Attachments for supplier

- Customer Agreement (253k)
- Investigator Info... (50k)
- Investigator Stat... (16k)
- App research syno... (34k)

Internal Notes and Attachments

Internal Note *no note*

Internal Attachments

- Serology waiver l... (61k)
- AGP User certific... (52k)

Distribution Information

Distribution Methods

The system will distribute purchase orders using the method(s) indicated below:

Fax [redacted]

Line Item Details

	Product Description	Catalog No	Size / Packaging	Unit Price	Quantity	Ext. Price
1	✓ Human Tissue		EA	1,000.00 USD	1 EA	1,000.00 USD

Taxable	✕
Commodity Code	23 Research/Lab Supply & Equip
PO Clauses	

Requisition Number	55447023
External Note	*no note*
Attachments for supplier	

[redacted]

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no clause

Internal Note *no note*

Internal Attachments

Shipping, Handling, and Tax charges are calculated and charged by each supplier. The values shown here are for estimation purposes, fund checking, and workflow approvals.

Subtotal	**1,000.00**
Sales Tax	0.00
Shipping Only	0.00
Shipping and Handling	0.00
Total	**1,000.00 USD**

[redacted]

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Payment Term Exception	*no value*	Capital Asset System State	*no value*	Number	
Payment Term	Standard	Equipment Notes	*no value*	*no value*	*no value*
PO Clauses					
no clause				Stock Number	*no value*
CA Income Tax Withholding Percentage	7%				
Buyer Review	x				

Capital Asset Transaction Type	Asset #	Trade In Value
no value	*no value*	*no value*

Buyer Name	Buyer Email	Buyer Phone
Department Contact	See below	See below

Accounting Codes

Account Number	Validation Code	Object Code	Fiscal Year
[redacted] Peripheral TGF-beta Pathway Inhibitor T	51|52|53|54|55|56|57|58|CG|ALL	M&S LABORATORY EXPENSE	2015

External Notes and Attachments

Note to Supplier *no note*

Attachments for supplier

Internal Notes and Attachments

Internal Note *no note*

Internal Attachments

Distribution Information

Distribution Methods

The system will distribute purchase orders using the method(s) indicated below:

Fax [redacted]

Distribution options have been overridden for this PO

Line Item Details

	Product Description	Catalog No	Size / Packaging	Unit Price	Quantity	Ext. Price
1	✓ 1 Procurement and Processing-FL. EDA: 14:6		EA	350.00 USD	1 EA	350.00 USD

Delivery Address In California?	Yes	Taxable	✓	Requisition Number	53478892
Vendor outside of California?	No	Commodity Code	23 Research/Lab Supply & Equip	External Note	*no note*
Vendor outside of US?	No	PO Clauses		Attachments for supplier	
				Internal Note	*no note*

[redacted]

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Exhibit 5.4.1

CunninghamLevy.

Cunningham Levy LLP
1250 Connecticut Ave NW, Suite 200
Washington, DC 20036
[redacted]

September 2, 2015

via Hand Delivery

Charles Ingebretson
Chief Counsel
House Committee on Energy and Commerce
2125 Rayburn House Office Building
Washington, DC 20515-6115

Re: Novogenix Laboratories LLC

Dear Charles:

Through this letter, on behalf of our client Novogenix Laboratories LLC ("Novogenix"), we are voluntarily transmitting documents, per your request, in advance of our briefing tomorrow morning with the House Committee on Energy and Commerce majority and minority staff, and staff from other committee members' offices. Novogenix continues to cooperate with the committee's inquiry, and the company will be producing its Executive Director Dr. [redacted] for an in-person briefing, tomorrow morning.

Nothing in this letter shall be misconstrued as an admission by the company or a waiver of its rights or privileges.

Overview of Novogenix Laboratories LLC

Dr. [redacted] founded Novogenix Laboratories LLC ("Novogenix") in February 2010, and he is its Executive Director. Novogenix did not begin collecting and processing tissues or stem cells therefrom, however, until August 2011. Between February 2010 and July 2011, Novogenix focused almost exclusively on training.

Purpose – Scientific Research Only: Novogenix's work with fetal tissue and stem cells derived therefrom was exclusively for the purpose of scientific research, and was not used for therapeutic or transplantation purposes.[1] Novogenix has had contracts with roughly 100 clients, 98% of whom are academic scientific researchers.

No Profit: In each fiscal year, from Fiscal Years 2011 through the present, Novogenix has yielded a loss for its work related to fetal tissue and stem cells therefrom, as follows:

FY 2011:	-$19,184.86
FY 2012:	-$68,911.76
FY 2013:	-$30,772.02
FY 2014:	-$40,250.34
FY 2015:	-$1,421.05 (to date)[2]

In an abundance of caution, Dr. [redacted], a Ph.D. in Molecular, Cell and Developmental Biology, intended for Novogenix not to profit from transactions for services related to the use of fetal tissue and stem cells derived therefrom.[3] The hope was

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[1] The template for the contract that Novogenix enters into with its clients is attached at **Exhibit A**.

[2] A detailed accounting for FY2011 – FY2015 (through July 2015) is attached at **Exhibit B**. Counsel created this document, based on contemporaneous data and documentation, and any errors therein are counsel's, not the client's.

[3] A description of the costs that the company expends to perform the services it renders is attached at **Exhibit C.** Although counsel created this document, and any errors therein are counsel's, not the client's, the document is based on contemporaneous documentation and data. In the exhibit, you will see a detailed breakdown of costs for services related to (a) formalin fixed tissue and (b) non-formalin fixed tissue. The cost of those services is roughly $50-$51 per specimen, which, in FY2011, Novogenix calculated and then increased the costs of services rendered per specimen by roughly an additional $150/specimen to bring the total charge for services related to each specimen to $200 per specimen, in most cases. Novogenix added the $150 to the price of the services in order to account for additional fixed costs amortized over a 12-month period, *e.g.*, employee salaries and lease-payments on the lab. Over time, Novogenix increased the total cost for services per specimen to $250, in most cases, because Novogenix had erred too strongly,

that Novogenix would ultimately become profitable through the company's other business units, *e.g.*, consulting.

Training: Dr. [redacted] is an accomplished Ph.D, who has authored or co-authored over 20 scientific publications, which have been cited over 1,000 times in scientific journals.[4]

He began his own training, under the supervision of his UCLA Ph.D. advisor, [redacted], M.D., Ph.D. Since 2005, Dr. [redacted] has been a faculty member at the UCLA Department of Molecular, Cell and Developmental Biology/Jonsson Comprehensive Cancer Center.[5] Under her supervision, Dr. [redacted] enrolled in courses at UCLA, on "Bloodborne Pathogens," "Biosafety Training" and "Medical Waste Management," among others. In Dr. [redacted]'s library, Dr. [redacted] also reviewed relevant textbooks and literature on human developmental biology.

Following that training, Dr. [redacted] and Dr. [redacted] submitted a proposal to the institutional review board to examine the molecular and cellular mechanisms of regulating human developmental hematopoiesis (*i.e.*, blood formation). The institutional review board approved the proposal. For that proposal, Dr. [redacted] and Dr. [redacted] worked with the Tissue Processing Core Library ("TPCL"), which obtained consent and collected the donated tissue for Dr. [redacted]'s approved research.

Through that application process before the institutional review board, Dr. [redacted] was required to review and comply with certain rules and regulations and thus developed an understanding of them. Such subjects included, but were not limited to:

- Anonymity
- Informed consent
- Donation of fetal tissue for scientific research

Under the supervision of Dr. [redacted], Dr. [redacted] learned from the institutional review board and the professionalism displayed at TPCL the correct and compliant manner of obtaining consent, maintaining anonymity and preserving and preparing tissue for scientific research. Through this process and his prior training at

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in the past, on the side of undervaluing the cost of its services. Novogenix also has increased the cost of services it charges to scientists, when additional work is required.

[4] Dr. [redacted]s CV, including a list of his publications is attached at **Exhibit D**.

[5] Her biography is attached at **Exhibit E** and can also be found here: [redacted] (last visited September 1, 2015).

UCLA, he also gained familiarity with the USC Environmental Health and Safety guidelines for transporting specimens.[6]

Applying these experiences to Novogenix, Dr. [redacted] required that Novogenix staff undergo nine months of training, under his supervision. Novogenix staff spent this time observing at different clinics in the Los Angeles area, and staff enrolled and obtained certificates in relevant courses at USC and other institutions.

PPLA Contract and Consent Form: Novogenix entered into a contract with Planned Parenthood of Los Angeles on March 29, 2010, and a consent form is attached to it.[7]

Sincerely,

Joshua A. Levy
Kathryn J. Wozny
Counsel for Novogenix Laboratories LLC

Enclosures

cc: Yuna Lee
Minority Counsel
House Committee on Energy and Commerce

[6] These guidelines, as well as other training materials and protocols, are attached at **Exhibit F.**

[7] A copy of the contract, attaching a consent form, is attached at **Exhibit G.**

Exhibit 5.4.2

FRED UPTON, MICHIGAN
CHAIRMAN

FRANK PALLONE, JR., NEW JERSEY
RANKING MEMBER

ONE HUNDRED FOURTEENTH CONGRESS

Congress of the United States

House of Representatives

COMMITTEE ON ENERGY AND COMMERCE
2125 RAYBURN HOUSE OFFICE BUILDING
WASHINGTON, DC 20515–6115
Majority (202) 225–2927
Minority (202) 225–3641

December 17, 2015

Dr. [redacted]
Executive Director
Novogenix Laboratories, LLC
1425 San Pablo Street, Suite 205
Los Angeles, CA 90033

Dear Dr. [redacted]:

We thank you for your earlier production of Novogenix Laboratories, LLC ("Novogenix") materials to the Committee on Energy and Commerce. On October 7, 2015, the U.S. House of Representatives passed H. Res. 461, which created the Select Panel on Infant Lives and empowered the panel to investigate issues related to fetal tissue research. This document request is made pursuant to the scope of investigative responsibility of the panel.

As a result, we are hereby requesting that you produce the following categories of documents and information created or dated on or after January 1, 2010:

1) A list of all entities, including firms, corporations, non-profit organizations, and educational institutions, from which Novogenix receives or procures fetal tissue.[1]

2) A list of all entities, including firms, corporations, non-profit organizations, and educational institutions, to which Novogenix sells or donates fetal tissue.

3) A list of all entities, including firms, corporations, non-profit organizations, and educational institutions, to which Novogenix transferred, subcontracted or sold any business interest or business assets related to the procurement or sale of fetal tissue.

4) An organization chart that details Novogenix personnel that procure fetal tissue at the clinic level and the supervisory personnel for those procurers of fetal tissue.

[1] Please note that, for the purposes of this request, the term "fetal tissue" includes tissue, organs, body parts, and cell lines.

5) All communications, whether internal or external, that direct Novogenix personnel to procure fetal tissue, including, but not limited to memoranda, emails, telephone messages, and purchase orders or bills of sale.

6) All accounting records including accounting memoranda related to the cost and pricing of fetal tissue.

7) All specific requests made to Novogenix for fetal tissue made by any and all firms, corporations, non-profit organizations, educational institutions, or other entities, including, but not limited to, order lists, billing records, payment records, payment vouchers, and receipts.

8) All documents relating to the purchase, ownership, or rental by Novogenix of equipment involving fetal tissue research, the preparation of fetal tissue for research, the modification of fetal tissue into cell lines, or any other actions taken by Novogenix related to fetal tissue including, but not limited to, the date the equipment was purchased, its purchase price, its maintenance costs, and records of the depreciation treatment under the tax code of any such equipment.

9) An inventory record of all fetal tissues obtained, sold, or retained by Novogenix, as well as an inventory of current fetal tissue including, in particular, any records that refer to multiple tissue samples or organs or body parts harvested from a single fetus.

10) All records related to any fetal tissue or cell lines procured or sold from twin fetuses.

11) All documents relating to rent or site fees paid to entities from which Novogenix obtained, sold, or donated fetal tissue.

12) All training materials used by Novogenix for the procurement of fetal tissue, preparation of fetal tissue, storage of fetal tissue, and training materials or guidance documents related to Novogenix staff relations with personnel or patients at the source entities from which fetal tissue is procured.

13) All Novogenix banking records related to the procurement, sale, donation, or distribution or shipment of fetal tissue.

Please produce the requested documents by the close of business on December 29, 2015. Instructions for responding to the Select Panel's document requests are included as an attachment to this letter.

If you have any questions about this request, please contact Matthew Tallmer of the Select Panel Staff at (202) [redacted], or by email at [redacted].

Sincerely,

Marsha Blackburn
Chair
Select Panel on Infant Lives

Attachment(s)

cc: The Honorable Jan Schakowsky, Ranking Member
Select Panel on Infant Lives

Exhibit 5.4.3

Cunningham | Levy | Muse

Cunningham Levy Muse LLP
1250 Connecticut Ave NW, Suite 200
Washington, DC 20036
[redacted]

December 22, 2015

***via* Electronic Mail**

Matthew Tallmer
[redacted]

Re: Novogenix Laboratories, LLC

Dear Matt:

On behalf of Novogenix Laboratories, LLC ("Novogenix") and its Executive Director, [redacted] M.D., Ph.D, this letter is in furtherance of our phone calls on December 21 and 22, 2015, and in response to Chairwoman Blackburn's letter, which we received in full on December 18, 2015 ("the December 18 letter"). Nothing in this letter shall be misconstrued as either an admission by Novogenix or a waiver of its privileges.

1. Novogenix has cooperated with two previous congressional inquiries regarding the items requested in the December 18 letter, in which staff acknowledged and thanked Novogenix for its production to the House Committee on Energy and Commerce.

2. Due in large part to the costs born from having to respond to these congressional inquiries, our client is no longer doing business. It has come to the end of the line in terms of resources.

3. Novogenix already has made two productions to the House Committee on Energy and Commerce and its Subcommittee on Oversight and Investigations, and Dr. [redacted] flew from California to Washington, D.C., to sit with nearly a dozen committee staff members and answer questions for as long as they wanted.

4. The documents and information that Novogenix already has provided to the House Committee on Energy and Commerce are responsive to what appears to be the gravamen of the requests enumerated in the December 18 letter.

5. Through the December 18 letter, the Select Panel requested that our client respond to 13 broad requests for information and documents, no later than December 29, 2015. The Select Panel thus provided us with less than seven business days within which to complete this production. Even if our

Even if our client had the resources, timely production would be impossible immediately during the period of time between Christmas and New Year's Day, as counsel will be out of town for the rest of December. Counsel will not be able to respond to the December 18 letter by December 29.

6. Additionally, we called you yesterday to introduce ourselves and request a copy of the newly created Select Panel's rules. (Neither the U.S House of Representatives nor the House Committee on Energy and Commerce has created a web site for the Select Panel.) Yesterday, you provided us a copy of House Resolution 461 and represented that it sets forth the rules for the Select Panel. That said, the Select Panel has not yet convened an initial executive session, in which additional rules may be discussed and passed.

7. Novogenix has been cooperative with past congressional investigations, including one held by the full committee under which the Select Panel sits. Novogenix is no longer in business.[1] For those reasons, Novogenix should not be burdened with additional broad requests for production of documents and information. That said, Novogenix wants to continue to be cooperative with any reasonable requests, and, in that vein, we will speak with you in early January, as agreed, to better understand what the Select Panel seeks to learn, after you have had a chance to review Novogenix's past productions and responses to congressional inquiries on this matter.[2]

Sincerely,

Joshua A. Levy

cc: March Bell
Majority Staff Director

Heather Sawyer
Minority Staff Director

[1] On our call today, you asked if there was a successor in interest to Novogenix, and we agreed to provide that answer to you in January.

[2] On our call today, you asked that we provide you, after the holidays, with Novogenix's productions to the Senate Judiciary Committee and the House Committee on Energy and Commerce.

Exhibit 5.4.4

Cunningham | Levy | Muse

Cunningham Levy Muse LLP
1250 Connecticut Ave NW, Suite 200
Washington, DC 20036
[redacted]
cunninghamlevy.com

February 16, 2016

***via* Electronic Mail**

CONFIDENTIAL – HIGHLY SENSITIVE INFORMATION

Matthew Tallmer
[redacted]

Re: Novogenix Laboratories, LLC

Dear Matt:

Through this letter, and in furtherance of our letter of January 19, 2016, the undersigned counsel for Novogenix Laboratries LLC ("Novogenix") responds to Request No. 2 of the December 18, 2015, letter from the Select Panel, as modified in our email correspondence of January 19, 2016 (attached).[1] Nothing in this letter shall constitute a waiver of any of Novogenix's privileges or rights.

2. A list of all entities, including firms, corporations, non-profit organizations, and educational institutions, to which Novogenix sells or donates fetal tissue.

a. Novogenix has not sold fetal tissue. Rather, Novogenix contracted with a number of scientists to be reimbursed for the costs of services performed by Novogenix, and each of those contracts includes a non-disclosure agreement. In January, we expressed our reservations about disclosing even the names of the institutions with which these scientists were affiliated at the time of the contract, due, in large part, to concerns about the safety of the individuals working there. In the interest of cooperating with the Select Panel, we have been working with dispatch to reach out to these entities in order to determine whether any of them would consent to our disclosure of their names to the Select Panel. Such a process has been necessary not only out of consideration for the well being of the people working at these entities, but also out of respect for the non-disclosure agreements in place.

[1] Your January 19, 2016, email indicated February 15, 2016, as the date by which you wanted to receive our response. Since yesterday (February 15) was a federal holiday (*i.e.*, President's Day), we are responding today.

b. The following entities have given their consent to our disclosure of their names:

- Cedars-Sinai;
- Columbia University;
- Fred Hutchison Cancer Research Center;
- Keck School of Medicine, University of Southern California;
- Memorial University;
- The Regents of the University of California;
- University of Michigan; and
- University of North Carolina at Chapel Hill.

Although, as discussed with you last week, we continue to work through the process of obtaining consent from other entities to which Novogenix has donated tissue, the entities disclosed today received the majority of tissue-donations from Novogenix. We renew our request from last week to have another week to work through the process of obtaining consent. Please advise. Thank you.

c. Today's voluntary disclosure of these entities' names to the Select Panel is confidential. We ask that the Select Panel not disclose their names to the public. This Select Panel was formed, after individuals filmed and published images of its interviews with Planned Parenthood employees. In the wake of the media storm and congressional investigations that followed, a deadly shooting took place at a Planned Parenthood clinic,[2] and an executive at a tissue procurement organization received death threats.[3] Such violent acts thus give rise to our concerns about public disclosures in this matter.

d. Despite our requests for confidentiality, should the Select Panel, its members or staff decide to release any of the names we have disclosed herein, please notify us prior to such release.

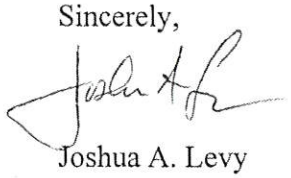
---

[2] Julie Turkewitz & Jack Healy, "3 Are Dead in Colorado Springs Shootout at Planned Parenthood Center," *N.Y. Times*, Nov. 27, 2015, at http://www.nytimes.com/2015/11/28/us/colorado-planned-parenthood-shooting.html?_r=0.

[3] Mike Carter, "Puyallup Man Accussed of Online Death Threats against California Company Officer," *The Seattle Times*, Dec. 27, 2015, at http://www.seattletimes.com/seattle-news/crime/puyallup-man-accused-of-online-death-threats-against-california-company-officer/.

Thank you.

Sincerely,



Joshua A. Levy

Enclosures

cc: March Bell, Majority Staff Director
Heather Sawyer, Minority Staff Director

Exhibit 5.4.5

SUBPOENA

BY AUTHORITY OF THE HOUSE OF REPRESENTATIVES OF THE CONGRESS OF THE UNITED STATES OF AMERICA

To Novogenix Laboratories, LLC

You are hereby commanded to be and appear before the

Committee on Energy and Commerce

Select Investigative Panel on Infant Lives

of the House of Representatives of the United States at the place, date, and time specified below.

☑ **to produce the things identified on the attached schedule** touching matters of inquiry committed to said committee or subcommittee; and you are not to depart without leave of said committee or subcommittee.

Place of production: Room 316, Ford House Office Building, Washington, D.C. 20515

Date: May 11, 2016 Time: 5:00 p.m.

☐ **to testify at a deposition** touching matters of inquiry committed to said committee or subcommittee; and you are not to depart without leave of said committee or subcommittee.

Place of testimony: _____

Date: _____ Time: _____

☐ **to testify at a hearing** touching matters of inquiry committed to said committee or subcommittee; and you are not to depart without leave of said committee or subcommittee.

Place of testimony: _____

Date: _____ Time: _____

To _____

_____ to serve and make return.

Witness my hand and the seal of the House of Representatives of the United States, at the city of Washington, D.C. this 29th day of April, 2016.

Marsha Blackburn

Chairman or Authorized Member

Attest: Karen L. Haas

Clerk

PROOF OF SERVICE

Subpoena for
Novogenix Laboratories, LLC

Address c/o Joshua A. Levy, Esq., 1250 Connecticut Avenue N.W., Suite 200

Washington, D.C. 20036

before the Committee on Energy and Commerce

Select Investigative Panel on Infant Lives

U.S. House of Representatives
114th Congress

Served by (print name) _____

Title _____

Manner of service _____

_____

Date _____

Signature of Server _____

Address _____

_____

Novogenix Laboratories, LLC

In accordance with the attached schedule, instructions, and definitions, you, Novogenix Laboratories, LLC ("Novogenix"), are required to produce all documents in unredacted form described below:

1) Documents sufficient to show all entities, including firms, corporations, non-profit organizations, and educational institutions, from which Novogenix receives or procures fetal tissue.[1] Novogenix may produce a list of such entities in lieu of documents.

2) Documents sufficient to show all entities, including firms, corporations, non-profit organizations, and educational institutions, to which Novogenix sells or donates fetal tissue. Novogenix may produce a list of such entities in lieu of documents.

3) Documents sufficient to show all entities, including firms, corporations, non-profit organizations, and educational institutions, to which Novogenix transferred, subcontracted or sold any business interest or business assets related to the procurement or sale of fetal tissue. Novogenix may produce a list of such entities in lieu of documents.

4) Documents sufficient to reflect Novogenix's organization chart, including information detailing Novogenix personnel who procure(d) fetal tissue at the clinic level and the supervisory personnel for those procurers of fetal tissue.

5) All communications, whether internal or external, that direct or relate to a direction to Novogenix personnel to procure fetal tissue, including, but not limited to memoranda, emails, telephone messages, and purchase orders or bills of sale.

6) All Novogenix accounting records, including but not limited to accounting memoranda related to the cost and pricing of fetal tissue.

7) Documents sufficient to show all institutions or entities to which Novogenix donated or provided fetal tissues for the following years: 2010, 2011, 2012, 2013, 2014 and 2015. You may provide a list of such institutions and entities in lieu of producing these documents.

8) Copies of all invoices (by month and year), reflecting the billing that Novogenix issued to all institutions or entities to which Novogenix donated or provided fetal tissues for the following years: 2010, 2011, 2012, 2013, 2014 and 2015.

---

[1] Please note that, for the purposes of this request, the term "fetal tissue" includes tissue, organs, body parts, and cell lines. *See* Definition ¶7.

9) Documents sufficient to show all institutions or entities from which Novogenix obtained fetal tissues for the following years: 2010, 2011, 2012, 2013, 2014 and 2015. You may provide a list of such institutions and entities in lieu of producing these documents.

10) Copies of all invoices (by month and year) reflecting the billing or payment of funds for fetal tissues obtained by Novogenix for the following years: 2010, 2011, 2012, 2013, 2014 and 2015.

11) A copy of any chart of accounts for Novogenix, including but not limited to account descriptions from any financial recording system relating to Novogenix.

12) Novogenix's end of year trial balance report and trial balance details for the following years: 2010, 2011, 2012, 2013, 2014 and 2015.

13) All documents reflecting Novogenix's statement of revenues (i.e., a breakdown by product categories) for the following years: 2010, 2011, 2012, 2013, 2014 and 2015.

14) All documents reflecting Novogenix's record of costs and expenses (i.e., a breakdown by operations, including fetal tissue acquisition) for administrative costs and expenses as well as compensation and benefits, for the following years: 2010, 2011, 2012, 2013, 2014 and 2015. Where applicable, records should include identification of vendors and descriptions of expenses.

15) Novogenix's balance sheets for the following years: 2010, 2011, 2012, 2013, 2014 and 2015. Audited statements should be provided, if available.

16) Novogenix's income statements, including but not limited to any profit and loss statements, statements of operations and statements of activities for the following years: 2010, 2011, 2012, 2013, 2014 and 2015. Audited statements should be provided, if available.

17) Copies of Novogenix's filed tax returns for the following years: 2010, 2011, 2012, 2013, 2014 and 2015.

18) All Novogenix bank statements from any financial institution where Novogenix has maintained an account for the following years: 2010, 2011, 2012, 2013, 2014 and 2015.

19) Documents sufficient to show how Novogenix calculates(d) the cost of a fetal tissue and all factors applied in determining pricing of fetal tissue. In lieu of these documents, you may provide a written explanation.

20) All specific requests made to Novogenix for fetal tissue made by any and all firms, corporations, non-profit organizations, educational institutions, or other entities, including, but not limited to, order lists, billing records, payment records, payment vouchers, and receipts.

21) All documents relating to the purchase, ownership, or rental by Novogenix of equipment involving fetal tissue research, the preparation of fetal tissue for research, the modification of fetal tissue into cell lines, or any other actions taken by Novogenix related to fetal tissue, including but not limited to, the date the equipment was purchased, its purchase price, its maintenance costs, and records of the depreciation treatment under the tax code of any such equipment.

22) An inventory record of all fetal tissues obtained, sold, or retained by Novogenix, as well as an inventory of current fetal tissue including, in particular, any records that refer to multiple tissue samples or organs or body parts harvested from a single fetus.

23) All records related to any fetal tissue or cell lines procured or sold from twin fetuses.

24) All documents relating to rent or site fees paid to entities from which Novogenix obtained, sold, or donated fetal tissue.

25) All training materials used by Novogenix for the procurement of fetal tissue, preparation of fetal tissue, storage of fetal tissue, and training materials or guidance documents related to Novogenix staff relations with personnel or patients at the source entities from which fetal tissue is procured.

26) All communications and documents referring or relating to Institutional Review Board (IRB), as defined by Title 45 of the Code of Federal Regulations, Part 46, consents for the period of March 29, 2012 through January 26, 2013.

Instructions

1) The relevant time period for above-referenced documents is January 1, 2010, to the present.

2) If there are no responsive documents, provide a written explanation detailing why no such documents exist.

3) In complying with this subpoena, you are directed that no document may be redacted in any way except that that all patient information protected by the American Health Portability and Accountability Act of 1998 (HIPAA) shall be redacted.

4) In complying with the subpoena, be apprised that the U.S. House of Representatives and the Committee on Energy and Commerce, Select Investigative Panel on Infant Lives ("Select Panel") do not recognize any of the non-disclosure privileges associated with the common law, with the Freedom of Information Act, with attorney client privilege, or contractual privileges such as non-disclosure agreements.

5) In complying with this subpoena, you are directed to produce all responsive documents that are in your possession, custody, or control, whether held by you or your past or present agents, employees, and representatives acting on your behalf. You are also directed to produce records that you have a legal right to obtain, that you have a right to copy or to which you have access, as well as records that you have placed in the temporary possession, custody, or control of any third party.

6) No records, documents, data or information called for by this request shall be destroyed, modified, removed, transferred or otherwise made inaccessible to the Select Panel.

7) In the event that any entity, organization or individual denoted in this subpoena has been, or is also known by any other name than that herein denoted, the subpoena shall be read also to include them under that alternative identification.

8) Each document produced shall be produced in a form that renders the document capable of being copied.

9) Documents produced in response to this subpoena shall be produced together with copies of file labels, dividers or identifying markers with which they were associated when this subpoena was served. To the extent that documents were not stored with file labels, dividers, or identifying markers, they shall be organized into separate folders by subject matter prior to production.

10) All documents or groups of documents, produced shall be identified by the paragraph number in the Attachment to the subpoena to which the documents, or groups of documents, are responsive.

11) It shall not be a basis for refusal to produce documents that any other person or entity also possesses non-identical or identical copies of the same document.

12) If any of the subpoenaed information is available in machine-readable or electronic form (such as on a computer server, hard drive, CD, DVD, memory stick, or computer back-up tape), you shall consult with Select Panel staff to determine the appropriate format in which to produce the information. Documents produced in electronic format shall be organized, identified, and indexed electronically in a manner comparable to the organizational structure called for in Paragraphs 8 and 9 above. Documents produced in an electronic format shall also be produced in searchable format.

13) If compliance with the subpoena cannot be made in full, compliance shall be made to the extent possible, and your production shall be accompanied by a written explanation of why full compliance is not possible.

14) In the event that a document is withheld on any basis, provide the following information concerning each and every such document withheld from production: (a) the reason the document is not being produced; (b) type of document; (c) general subject matter; (d) date, author and addressee; and (e) relationship of author and addressee to each other.

15) If any document responsive to this subpoena was, but no longer is, in your possession, custody, or control, identify the document (stating its date, author, subject and recipient(s)) and explain the circumstances by which the document ceased to be in your possession, custody, or control.

16) If a date or other descriptive detail set forth in this subpoena referring to a document is inaccurate, but the actual date or other descriptive detail is known to you or is otherwise apparent from the context of the request, you should produce all documents which would be responsive as if the date or other descriptive detail were correct.

17) This request is continuing in nature and applies to any newly-discovered information. Any record, document, compilation of data or information, not produced because it has not been located or discovered by the return date, shall be produced immediately upon location or discovery subsequent thereto.

18) All documents shall be Bates-stamped sequentially and produced sequentially.

19) Two sets of responsive records shall be produced, one set to the Majority staff and one set to the Minority staff. The Majority set shall be delivered to Majority staff in Room 316 of the Ford House Office Building and the Minority set shall be delivered to the Minority staff at 361 Ford House Office Building. You shall consult with the Select Panel staff regarding the method of delivery prior to sending any material.

20) Upon completion of the document production, you must submit a written certification, signed by you or your counsel, stating that: (1) a diligent search has been completed of all documents in your possession, custody, or control which reasonably could contain responsive documents; (2) documents responsive to the request have not been destroyed, modified, removed, transferred, or otherwise made inaccessible to the Select Panel since the date of receiving the Select Panel's request or in anticipation of receiving the Select Panel's request, and (3) all documents identified during the search that are responsive have been produced to the Select Panel, identified in a log provided to the Select Panel, as described in Paragraph 13 above.

Definitions

1) The term "document" means any written, recorded, or graphic matter of any nature whatsoever, regardless of how recorded, and whether original or copy, including but not

limited to, the following: memoranda, reports, expense reports, books, manuals, instructions, financial reports, accounting and financial records of any kind (including checks (front and back), wire transfers, cash or check payments or receipts, and check requests),working papers, records, notes, letters, notices, confirmations, telegrams, receipts, appraisals, pamphlets, magazines, newspapers, prospectuses, interoffice and intra-office communications, electronic mail ("e-mail"), instant messages, text messages, calendars, contracts, cables, notations of any type of conversation, telephone call, meeting or other communication, bulletins, printed matter, computer printouts, invoices, transcripts, diaries, analyses, returns, summaries, minutes, bills, accounts, estimates, projections, comparisons, messages, correspondence, press releases, circulars, financial statements, reviews, opinions, offers, studies and investigations, questionnaires and surveys, power point presentations, spreadsheets, and work sheets. The term "document" includes all drafts, preliminary versions, alterations, modifications, revisions, changes, and amendments to the foregoing, as well as any attachments or appendices thereto. The term "document" also means any graphic or oral records or representations of any kind (including, without limitation, photographs, charts, graphs, voice mails, microfiche, microfilm, videotapes, recordings, and motion pictures), electronic and mechanical records or representations of any kind (including, without limitation, tapes, cassettes, disks, computer server files, computer hard drive files, CDs, DVDs, back up tape, memory sticks, recordings, and removable computer media such as thumb drives, flash drives, memory cards, and external hard drives), and other written, printed, typed, or other graphic or recorded matter of any kind or nature, however produced or reproduced, and whether preserved in writing, film, tape, electronic format, disk, videotape or otherwise. A document bearing any notation not part of the original text is considered to be a separate document. A draft or non-identical copy is a separate document within the meaning of this term.

2) The term "documents in your possession, custody or control" means (a) documents that are in your possession, custody, or control, whether held by you or your past or present agents, employees, officers, directors, contractors, consultants, or representatives acting on your behalf; (b) documents that you have a legal right to obtain, that you have a right to copy, or to which you have access; and (c) documents that have been placed in the possession, custody, or control of any third party.

3) The term "communication" means each manner or means of disclosure, transmission, or exchange of information, in the form of facts, ideas, opinions, inquiries, or otherwise, regardless of means utilized, whether oral, electronic, by document or otherwise, and whether face-to-face, in a meeting, by telephone, mail, e-mail, instant message, text message, discussion, release, personal delivery, or otherwise.

4) The terms "and" and "or" should be construed broadly and either conjunctively or disjunctively as necessary to bring within the scope of this request any information which might otherwise be construed to be outside its scope. The singular includes the plural number, and vice versa. The masculine includes the feminine and neuter genders.

5) The terms "person" or "persons" mean natural persons, firms, partnerships, associations, limited liability corporations and companies, limited liability partnerships, corporations, subsidiaries, divisions, departments, joint ventures, proprietorships, syndicates, other legal, business or government entities, or any other organization or group of persons, and all subsidiaries, affiliates, divisions, departments, branches, and other units thereof.

6) The term "Novogenix" includes Novogenix Laboratories, LLC and any affiliates or related entities, all referred to herein, both individually and collectively, as "Novogenix".

7) The term "fetal tissue" means tissue, organs, body parts, and cell lines.

8) The term "study" or "proposal" means any work or regime of biomedical research that led to a report or memoranda, whether published or not.

9) The terms "referring" or "relating," with respect to any given subject, mean anything that constitutes, contains, embodies, reflects, identifies, states, refers to, deals with, or is in any manner whatsoever pertinent to that subject.

10) The terms "you" and "your" refer to Novogenix, as defined herein, whether known by this name or a different name, its past and present officers, directors, employees, consultants, contractors, agents, representatives, subsidiaries, and/or parents.

Exhibit 5.4.6

Cunningham | Levy | Muse

Cunningham Levy Muse LLP
1250 Connecticut Ave NW, Suite 200
Washington, DC 20036
[redacted]
cunninghamlevy.com

May 31, 2016

***via* Electronic Mail**

CONFIDENTIAL – HIGHLY SENSITIVE INFORMATION

March Bell
Staff Director and Chief Counsel
U.S. House of Representatives Select Panel on Infant Lives
[redacted]

Re: Novogenix Laboratories, LLC

Dear March:

Through this letter, and in furtherance of our prior correspondence, the undersigned counsel for Novogenix Laboratories LLC ("Novogenix") responds to Request No. 2 of the December 18, 2015, letter from the Select Panel, as modified in our e-mail correspondence of January 19, 2016. Nothing in this letter shall constitute a waiver of any of Novogenix's privileges or rights, and Novogenix reserves the right to supplement this response.

2. A list of all entities, including firms, corporations, non-profit organizations, and educational institutions, to which Novogenix sells or donates fetal tissue.

a. Novogenix has not sold fetal tissue. Rather, Novogenix contracted with a number of scientists to be reimbursed for the costs of services performed by Novogenix, and each of those contracts includes a non-disclosure agreement. In January, we expressed our reservations about disclosing even the names of the institutions with which these scientists were affiliated at the time of the contract, due, in large part, to concerns about the safety of the individuals working there. However, in the interest of cooperating with the Select Panel, we have been working with dispatch to reach out to these entities in order to determine whether any of them would consent to our disclosure of their names to the Select Panel. Such a process has been necessary not only out of consideration for the well being of the people working at these entities, but also out of respect for the non-disclosure agreements in place.

b. In addition to the entities we already have disclosed to the Select Panel, the following entities have given their consent to our disclosure of their names in response to this request:

- Baker IDI Heart and Diabetes Institute
- Biogen
- Children's Hospital Los Angeles
- City of Hope
- Fraunhofer Institute for Interfacial Engineering and Biotechnology IGB
- The Institute of Molecular Biotechnology GmbH
- Laval University
- Lund University
- Massachusetts Eye and Ear
- McGill University
- Rockefeller University
- Schepens Eye Research Institute
- The Children's Hospital of Philadelphia
- The Max Planck Institute of Molecular Cell Biology and Genetics
- The University of Alberta
- The University of Florida
- The University of Melbourne
- The University of Texas Southwestern Medical Center

The entities that we have disclosed to the Select Panel (today and previously) have received over 99% of the fetal tissue that Novogenix has donated.

c. Today's voluntary disclosure of the above entities' names to the Select Panel is confidential. We ask that the Select Panel not disclose their names to the public. This Select Panel was formed, after individuals filmed and then published heavily edited images and recordings of Planned Parenthood employees. In the wake of the media storm and congressional investigations that followed, a deadly shooting took place at a Planned Parenthood clinic,[1] and an executive at a tissue procurement organization received death threats.[2] Such violent acts thus give rise to our legitimate safety concerns about public disclosures in this matter.

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[1] Julie Turkewitz & Jack Healy, "3 Are Dead in Colorado Springs Shootout at Planned Parenthood Center," *N.Y. Times*, Nov. 27, 2015, at http://www.nytimes.com/2015/11/28/us/colorado-planned-parenthood-shooting.html?_r=0.

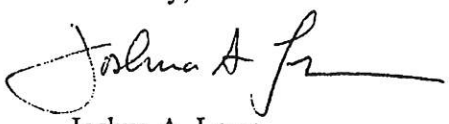
[2] Mike Carter, "Puyallup Man Accussed of Online Death Threats against California Company Officer," *The Seattle Times*, Dec. 27, 2015, at

d. Despite our requests for confidentiality, should the Select Panel, its members or staff decide to release any of the names we have disclosed herein, please notify us prior to such release.

e. Per you request, we have been reviewing business records and intend on producing them soon, with the intention of helping the Select Panel verify our representation to the House Committee on Energy and Commerce that Novogenix lost money each year, from 2011-15, on its services related to the Select Panel's and the House Committee's inquiries.. We would like to discuss our production of business records with you, tomorrow, if you have time. Please let us know what times work best for you.

Thank you.

Sincerely,



Joshua A. Levy

cc: Heather Sawyer, Minority Staff Director

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http://www.seattletimes.com/seattle-news/crime/puyallup-man-accused-of-online-death-threats-against-california-company-officer/.

Exhibit 5.4.7

9/18/15

[redacted] Briefing

Biographical info [redacted]

b. LA was a full time position (difference is size of affiliate)
    i. While at PPLA
    ii. 19 clinics at the time she left, approx. 20 now – March 2013
    iii. Administrative office downtown and would travel to different sites to perform abortions
    iv. Surgical abortion performed at 6 or 7 sites, medication performed at all sites with exception of express sites that performed non-abortion services
    v. Colposcopy and _____ (pap smear) as it got bigger she trained mid-level physicians to perform, hired urologist to perform and oversee services; oversight of mid-level physicians who were performing birth control, mammogram, non-abortion services
    vi. Over time, oversight increased
    vii. Administrative side as medical director – oversight of other clinicians and services they were performing, interpret and write protocols for mid-level environment, oversee
        1. Medical assistants, RN, Advanced practice clinicians (nurse practitioners, physician assistants; licensed by state), physicians (providing surgical services) [common terminology in CA]
    viii. Budget – income that was generated from clinical services to support clinical services and donations would go to advocacy, etc.
    ix. Senior staff 2013 – configuration changed a lot; board, reporting to board was CEO, chief financial officer, office of counsel, medical director, IT dept., public affairs, _____
c. OBGYN is medical training – practice and perform abortions
    i. Training in Boston learned to perform up to 24 weeks, but at PPLA although supervised up to 24, personally only did up to 16 weeks
    ii. While at PPLA half administrative half clinical position
d. Serving as dual capacity at Pasadena – said she would help them out as medical director until they found someone but ended up becoming medical director
    i. 4 clinics at Pasadena
    ii. Office is at administrative headquarters; roughly same senior staff structure
e. Medical Director Counsel
    i. Affinity group within PP – board of trustees who manage, elected president in Oct. 2014 (around that time) for a 3 year term.

ii. Includes all medical directors of all PP affiliates
iii. 2014 asked to serve as president of
iv. Counsel – advocacy group within PP family for medical directors; liaison for affiliate CEO group ASAC – how they can better support medical directors, how to understand perspective of physicians, liaison was sent to our group to talk about medical care – 1 week, 2x a year – meetings are all across the country
v. Board of trustees meets over telephone as necessary

2. Medical Standards & Guidelines
   a. Responsibility to implement MS&G at affiliate
   b. Clinicians and physicians feel comfortable that medical care is highest standard and criteria – medical committee; clinicians in Oct/Nov get together and sit down and decides what the best treatment is for individual treatments (e.g. breast exams, abortion services, STD treatment)
   c. Medical division makes protocol; that is sent to each affiliate and customize it for local use; when she first started 130 affiliates and were trying to become more standardized but there were still differences in location; each state has different approach to public health
      i. Medical director job is to take state requirements and match them up to MS&G
      ii. Medical director's counsel is off to the side, subside branch, advocacy group, similar to CEO or CFO group
      iii. [redacted] – chairs national committee; not sure of incoming chair; subcommittees; medical division fielded question from field, based on questions they are concerned about – subject matter (surgical questions, infectious disease questions)
3. Experience at PPLA –
   a. Had tissue donation program when she left. Had tissue donation program starting in 2010 (to the best of her knowledge).
   b. Development of program – approached by independent researchers and TPOs to participate. Board said we didn't want to get involved, declined opportunities to get involved. Approached by colleague at UCLA, group organizing TPO and you should talk to them. Spoke to Novagenix – impressed by them and work they were trying to do. Took to CEO and is it time to reopen discussion with board, talked internally, approached board, Novagenix came and gave presentation and decided to move forward with relationship with Novagenix.
      i. Once a year or once every year from 1998 people would knock on our door and approach.
      ii. When some other orgs. Knocked on the door and we approached the board, board not interested until 2010. Was a different board, they were more interested. No direct knowledge for why board was not interested; believe they were interested in focusing on core services at the time (Contraception, STD testing, etc.)

iii. Was Novagenix different? Similar to previous companies, a little more academic, willing to share what they were doing with tissue – plus board had turned over; combination of the two.
    1. PowerPoint,
    2. Came and approached me, sat down and had a conversation, invited them to talk to senior management team, they were impressed; approached CEO, she arranged for them to give PowerPoint to board, board interested, sat down and worked out details. Novagenix came and talked to front line staff.
    3. Man – partner ([redacted]?)
    4. Brought in contract template – clauses that the lawyers want to put in; CEO signed
        a. VP, myself, lead clinician, administrator
        b. Involved PPFA but exact nature I don't recall – would have sent to medical division of PPFA. IF you are affiliate you apply to medical division for permission.
        c. Approval in writing? Usually does come in writing, but no memory of something that came in writing for approval of this.

iv. Board changes over every year – people have term limits.

v. Novagenix proposing to start with 1 health center and if successful go to 2 and then 3. Send their staff person to our center and our staff would identify patients based on last menstrual period who were between 9-16; our staff would get informed consent for procedure, then our staff would say by the way we have program for tissue donation, are you interested? If interested, our staff would explain further and she would sign consent for tissue donation, then the chart would be flagged so surgeon would know she was donating. Technician ([redacted]) would take tissue, wrap it up.
    1. Electronic medical record system, at time some things still needed to be signed, paper would follow patient. On door of procedure room, thin paper chart and notice would be on chart that they were donating tissue
    2. Sheet of paper that was a different color, that said "patient is performing tissue" or something.
    3. Doctor was supposed to know, and in every single instance, process was to flag it.
    4. Novagenix did not obtain consent, PP obtained consent. [redacted] did not obtain informed consent; she would talk to patient to confirm consent, proceed with termination.
    5. Started at Mark Tapper center.
    6. Cannot remember exactly, place for physician signature on page patient signed or check box I'm EMR system or separate sheet of

paper. Not sure where but there is a requirement for physician signature.

7. Personally not involved in 1 on 1 research projects, only involved in tissue being donated to entity.
8. Novagenix proposed $45 and I had been approached by others before that have more dollars attached to it, spoke to medical directors and they were getting slightly more, did rough calculation of what cost would be and $45 was well within ballpark of expenses and agreed to $45 Novagenix proposal – per specimen for Novagenix to take away. Did not employ anyone to do an audit. Believe language did not specify that you needed to do that.
9. Pinpoint which version of documents you have, make affirmative position to tell you which one we think was enforced in 2010 when she was engaging in process in 2010.

[redacted]

In 2010 – understanding was she received in and was aware of it floating around in head, with updates; recall consulted protocol in 2010-did not use independent auditor, did informal rough calculation of cost.

   a. Consulted other affiliates; looked at staff time involved in triage, staff time in discussing tissue donation, consent, notification to patients chart, her time negotiating, space against cost of commercial relations, parking spaces; took basic cost and it seemed more than $45.
   b. Asked staff how long they think it would take them to do these things. Speaking to affiliates to see what they were receiving per specimen, felt she was being conservative because $45 was low end, didn't ask them how they calculated. Talked to at least 3 affiliates but don't remember who, mostly in CA.
   c. Specimen – fetal tissue. If I did 12 week abortion, she would take all or part of that – didn't charge by organ. Specimen is product of conception.

11. [redacted] – spoke about Novagneix. Met her when she moved to LA from Boston. Took over position of Director of Society of Planning Family Fellowship at UCLA. Independent provider who provided abortion services at PPLA. Their fellows trained at PPLA. Not involved in tissue donation to my knowledge.
12. Other TPOs that contacted you? Don't think it was StemExpress, but other CA company. Don't think ABR approached us.

4. Memo – [redacted]
   a. Context of setting up tissue donation program in 2010
   b. Attached standard – "standard" memo that came from legal department but not at this time part of standards and guidelines; when I got this memo in 2001, we were

not doing tissue donation at the time. Time it was re-circulated; we used medical standard and guidelines for our program.

5. National Medical Committee
    a. MS&G, in 2010 there was guidance on fetal tissue donation. Speculate that not all matters of medical care come before NMC; sometimes they are totally confident. Matters only come to NMC if there is controversy or multiple ways to do something.
    b. Medical division within PPFA is in charge of NMC.
6. Experience with Fetal Tissue research
    a. Yale
    b. Approached by nuero researchers treatment of Parkinson's 6-9 months involved with procuring fetal tissue for research, received no compensation. Before statues came out in 1993. Did whatever technique was required to get tissue for them. Much different process. At the time there may have been changes in procedure. No other role in research, just providing tissue; no contract, informal.
    c. CAPS – consortium for abortion providers. Interest group for abortion providers to talk to each other and find best way to do things; as time passed, CAPS was absorbed into bigger planned parenthood family.
7. Accreditation and Re-accreditation
    a. Have been involved.
    b. Used to be every 4 years, changed to every 3. Want same standards as outside non-PP. spend 3-4 days, review hundreds of charts, interview employees, 300 items look at clinical services, look at board, look at financial services, look at everything. Turn over a lot of rocks, look at certificates, are licenses up to date. Affiliate can say "class 1 good", class 2, class 3. PPLA and Pasadena always got Class 1 with some corrections, know when they are coming.
    c. PPLA last audit [redacted] was involved in – may have been 2011 or 2012.
    d. Can't recall specifically if tissue donation was reviewed but believe it would have been one of the things that was looked at.
    e. Records would be in custody of PPLA. Outcomes provided to affiliate, accreditation would be with PPFA.
    f. Separate affiliate evaluation department; affiliation and accreditation department
8. Records associated with procedure
    a. Start with informed consent; typically also have discussion about what kind of birth control she is going to go on, might sign consent for that; then blood test done; then ultrasound and ultrasound picture as well as result is part of medical record – performed on every patient to determine gestational age; depending on gestational age if over 12 weeks she might take meds to make cervix softer (if under 26 might have STD testing); then go to procedure room and be identified are you sure want to do this; procedure done, tissue go to tissue room next door, surgeon will look to see If complete, if birth control that will be taken care of; will go to recovery room; then sent home with birth control – all documented (some paper, some electronic consent) version of consent will be same, signature unique

to her chart. Informed consent to donate, there will be paper form. In medical record, there is number of check boxes for outcome (disposed, donated, law enforcement, pathology (if anomaly with fetus). 98% routine disposal but if donated.

b. Rate of donation in experience as clinician – at least 50% of patient agree to donate.
c. General as medication abortion is becoming more frequent, only up to 9 weeks, more early gestation and less late gestation.
d. Clinic she was at in PPLA when doing procedure went to 16 weeks, expanded to Bixby (?) site and went to 24 weeks. But use digoxin between 20-24 so only donating up to 20 weeks.
e. Ballpark 3,000-4,000 per year were 17-24 week gestation– maybe 15,000 total abortions per year (of 19 clinics) – at time she was there

9. Expansion of fetal tissue donation
    a. Was doing quite well, wanted to expand to give patients option to donate. Always the plan to start at one and expand to 2 or 3.
    b. PP national standards and guidelines just took it wholesale mostly and put in our standards and guidelines. Recollection ours was the same as national.
    c. Consent form – took wholesale consent form that had all standards and guidelines. 1 page consent form that came out from PPFA and we put in wholesale, they didn't permit us to modify that.
10. Human Transplantation
    a. Not changing timing, method or procedure. Do I know if TPO is in compliance, I have no way of knowing. I think our contract would state that all partners are in compliance.
    b. Mentioned in broad strokes what diseases they were working on treatment for but don't remember specific methods. No expectation that she should know what research was for. Broad stroke answers e.g. management of diabetes
        i. Not aware of patients asking questions about what not to donate for, occasionally ask to donate to specific program and we have to explain we don't have specific contracts with those orgs.
    c. Not involved with specific research program/department. (while she was there)— consulted with her lawyer on this after he specified while she was there, does that indicate they have done this since?
    d. Initial consent obtained by proxy
11. Knowledge of consent – do know that patient has consented before obtaining tissue.
    a. Exhibit 6 – changes in timing/procedure
    b. Item B4 – no changes
    c. Document produced by PPFA – need to consult them.
12. Novagenix agreement
    a. [redacted] could be person from Novagenix

b. Exhibit B – tissue preparation services – not my area but I would understand tissue that was collected would go under processing techniques, but if asking for details, sorry don't know.
c. Any idea what the contract research would be? No.
d. Are they acquiring specimens or is the fee for services? Reimbursement for expenses. IS it for services or specimen? Not selling specimen, charging what costs are with expenses in providing tissue.
e. Look for documentation on use of specimen
f. Her recollection is that it was paid monthly. During her time, program extended to 2 clinics, one day a week at each clinic. Approx. at Mark Taper, guess maybe 20-22 procedures a day (9-10 would be eligible; half would agree so 4-5 per day). Bigger cases at other site (gestational age wise) 2-3 maybe a day. Novagenix was there for full day at both facilities.
g. 7 years required to obtain medical records; different for minor. Contract specified that they had to be 18 years of age or older. In CA you can get an abortion younger, but chose not to include in tissue donation program.

13. Ultrasound
    a. Some patients if question of completion, question of completion may bring in ultra sound machine.
    b. Federal consent form – PPFA consent form was based on federal guidelines so I refer to it as a federal consent form.
14. Experience with fetal tissue donation, clinic in early 90s – no experience with fetal tissue donation.
15. Since video changed has status changed? No
    a. Conversation with PP officials about what was on that video? Pasadena has been
        i. Provided security and emotional support
        ii. In role as president of board of trustees – other conversations with medical directors some of who were also victimized; conversations with Cecile or people of that nature – no.
    b. supportive, no conversation with PPFA about video (apart from discussion with lawyers)
    c. Not considering establishing fetal tissue donation at Pasadena
    d. Was it appropriate to discuss reimbursement in your role as medical director? Did not believe she was negotiation, preliminary discussion, CEO of PP Pasadena was aware – she understood it was preliminary, her issue was to make sure whatever number we were talking about covered cost.
16. Professional relationship with Dr. [redacted]? Already medical director at PPLA, trained USC fellows (contract), came over to train as part of fellowship, medical director at Santa Barbara facilitated by me, when she left I hired her to be contract provider and director of research program; then hired away by PPFA and I report to her in that role.
17. Fetal tissue donation was part of medical discussion
    a. Discussed in medical directors council meeting? Not in that context but discussion with other directors outside

b. NMC? Don't recall specific conversations. May have come up but don't recall.
c. Roles and responsibilities as medical director – was part of medical discussion? Within purview of medical director? Yes – part of responsibilities in terms of compliance with those requirements, tissue donation falls under medical staff (not legal); after I have initial conversation would talk to finance, legal, etc.

18. More interest in recent years? Constant – steady, is my impression. Haven't noticed uptick or decline in past 20 years.
19. Nothing prior to 2001 about tissue donation guidance. Was there anything that preceded this? Don't know if there was anything in 1998; if there is a new program it bubbles up and takes a while to get guidance.
20. Una: Novagenix contract viewed by counsel? Yes, also had process where we sent to PPFA.
21. Una: reason to believe it happened? From personal experience when doing cases, when she looked and saw that patient chart was flagged, also looked at consent – from personal experience, never aware of cases where tissue was taken away without consent.
    a. Never audited compliance, good suggestion though.
22. Guidance in effect in 2010 when fetal tissue donation program was created.

Exhibit 5.47

Advanced Bioscience Resources
September 3, 2015

Tab	Document Description
1.	ABR Code of Ethics
2.	ABR Discussion of Regulations
3.	Overview of ABR
4.	Program Functions
5.	November 21, 1997 Agreement with PP Mar Monte
6.	November 1, 2007 Agreement with PP Mar Monte
7.	November 2007 Business Associate Agreement with PP Mar Monte
8.	March 4, 2010 Letter from PP Mar Monte
9.	March 2010 Business Associate Agreement with PP Mar Monte
10.	June 14, 2010 Letter from PP Mar Monte with 30 day notice for termination of Nov. 1, 2007 agreement
11.	June 1, 1999 Agreement with PP San Diego/Riverside
12.	June 1, 2005 Agreement PP San Diego/Riverside
13.	September 24, 2010 Letter from PP San Diego & Riverside re: Name Change to PP Pacific Southwest
14.	October 1, 2010 Agreement with PP Pacific Southwest
15.	January 1, 2012 RTA Addendum to October 1, 2010 Agreement with PP Pacific Southwest
16.	Template Healthcare Provider Agreement
17.	ABR Pamphlet for Healthcare Provider Patients
18.	Current Tissue Donation Consent Form
19.	Procurement Specialist/Technician Job Description
20.	Template Warranty Letter to Researchers
21.	Template Application for Researchers
22.	Terms & Conditions of Service for Researchers
23.	Fees for Service Schedules 2010 – 2015 (for Researchers)

CONFIDENTIAL TREATMENT REQUESTED

ADVANCED BIOSCIENCE RESOURCES, INC.

OVERVIEW

ADVANCED BIOSCIENCE RESOURCES is a non-profit corporate foundation established in 1989 under California law to provide biomedical researchers with access to human tissues. ABR was formed exclusively for biomedical, scientific, and educational purposes and is devoted to providing services in connection with the procurement of human organs and tissues for medical and scientific research. ABR specializes in the procurement, preservation and distribution of both human fetal tissues and full term umbilical cord blood for research, and provides a highly individualized, reliable and easily accessible service.

TISSUE COLLECTION AND DISTRIBUTION: The purpose of ABR is to promote cooperative efforts to collect and distribute human tissues and to thereby facilitate research utilizing those tissues. Trained personnel coordinate the retrieval, preservation and delivery of each specimen.

Tissues obtained through ABR are retrieved from routinely performed surgical procedures including first and second trimester induced abortions, and full term deliveries, either natural or caesarian section. Tissues that were once discarded are now available to scientists worldwide through the efforts of ABR. Researchers may specify tissue characteristics, preservation methods, and delivery times.

PRESERVATION METHODS: Each specimen is collected, preserved, and shipped according to the investigator's individual protocol.

QUALITY CONTROL: ABR practices strict quality control procedures and adheres to stringent guidelines for tissue collection and preservation. Consent is obtained in accordance with UAGA and NOTA and AATB guidelines. Tissue specimens are identified, dissected, and transferred to specified medium. A random control number is assigned to each sample to ensure patient identity confidentiality.

To assure proper processing of the tissue, every researcher selects a collection/preservation protocol tailored specifically to his needs. In the collection and distribution of these tissues, every effort is made to exercise the highest standards of medical and laboratory practice. ABR specializes in direct communication with each investigator from the initial application through tissue collection to specimen delivery.

APPLICATION PROCESS: To request human tissue for research, an application for tissue acquisition must be completed and submitted to ABR. The application identifies the medical/scientific institution and principal investigator, and the specific research work intended. The application is reviewed for feasibility and priority, and, if approved, a protocol will be developed to meet the individual research needs.

INVESTIGATOR APPROVAL: ABR will provide tissue to researchers when application information is verified, including information on current research funding and a short summary of their research intent. Investigators must agree to accept responsibility for the potential biohazard of the tissue and to appropriately train laboratory personnel in the proper handling of the tissue. In addition, the researcher must agree to use the tissue solely for research or transplantation research purposes and to acknowledge ABR in any publications resulting from the use of ABR- provided tissue.

SERVICE AND PROCESSING FEES: Participating medical facilities that enable ABR to execute its tissue acquisition and distribution programs may be paid a nominal fee for such services. A minimal processing / preservation / shipment fee is also assessed for services provided to research facilities.

Exhibit 5.48

FRED UPTON, MICHIGAN
CHAIRMAN

FRANK PALLONE, JR., NEW JERSEY
RANKING MEMBER

ONE HUNDRED FOURTEENTH CONGRESS

Congress of the United States

House of Representatives

COMMITTEE ON ENERGY AND COMMERCE
2125 RAYBURN HOUSE OFFICE BUILDING
WASHINGTON, DC 20515–6115
Majority (202) 225–2927
Minority (202) 225–3641

VIA EMAIL TO ATTORNEY OF RECORD

January 21, 2016

[redacted]
President
Advanced Bioscience Resources, Inc.
[redacted]

C/O Mr. Jonathan E. Lopez
Orrick, Herring & Sutcliff
[redacted]

Dear [redacted]

We thank you for your earlier production of Advanced Bioscience Resources ("ABR") materials to the Committee on Energy and Commerce. On October 7, 2015, the U.S. House of Representatives passed H. Res. 461, which created the Select Panel on Infant Lives and empowered the panel to investigate issues related to fetal tissue research. This document request is made pursuant to the scope of investigative responsibility of the panel.

As a result, we are hereby requesting that you produce the following categories of documents and information created or dated on or after January 1, 2010:

1) A list of all entities, including firms, corporations, non-profit organizations, and educational institutions, from which ABR receives or procures fetal tissue.[1]

2) A list of all entities, including firms, corporations, non-profit organizations, and educational institutions, to which ABR sells or donates fetal tissue.

3) A list of all entities, including firms, corporations, non-profit organizations, and educational institutions, to which ABR transferred, subcontracted or sold any business interest or business assets related to the procurement or sale of fetal tissue.

4) An organization chart that details ABR personnel that procure fetal tissue at the clinic level and the supervisory personnel for those procurers of fetal tissue.

5) All communications, whether internal or external, that direct ABR personnel to procure fetal tissue, including, but not limited to memoranda, emails, telephone messages, and purchase orders or bills of sale.

6) All accounting records including accounting memoranda related to the cost and pricing of fetal tissue.

7) All specific requests made to ABR for fetal tissue made by any and all firms, corporations, non-profit organizations, educational institutions, or other entities, including, but not limited to, order lists, billing records, payment records, payment vouchers, and receipts.

8) All documents relating to the purchase, ownership, or rental by ABR of equipment involving fetal tissue research, the preparation of fetal tissue for research, the modification of fetal tissue into cell lines, or any other actions taken by ABR related to fetal tissue, including but not limited to, the date the equipment was purchased, its purchase price, its maintenance costs, and records of the depreciation treatment under the tax code of any such equipment.

9) An inventory record of all fetal tissues obtained, sold, or retained by ABR, as well as an inventory of current fetal tissue including, in particular, any records that refer to multiple tissue samples or organs or body parts harvested from a single fetus.

10) All records related to any fetal tissue or cell lines procured or sold from twin fetuses.

11) All documents relating to rent or site fees paid to entities from which ABR obtained, sold, or donated fetal tissue.

12) All training materials used by ABR for the procurement of fetal tissue, preparation of fetal tissue, storage of fetal tissue, and training materials or guidance documents

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[1] Please note that, for the purposes of this request, the term "fetal tissue" includes tissue, organs, body parts, and cell lines.

related to ABR staff relations with personnel or patients at the source entities from which fetal tissue is procured.

13) All ABR banking records related to the procurement, sale, donation, or distribution or shipment of fetal tissue.

Please produce the requested documents by the close of business on February 5, 2016. Instructions for responding to the Select Panel's document requests are included as an attachment to this letter.

If you have any questions about this request, please contact Matthew Tallmer of the Select Panel Staff at (202) 225-2927, or by email at Matthew.Tallmer@mail.house.gov.

Sincerely yours,

Marsha Blackburn
Chair
Select Panel on Infant Lives

Attachment(s)

cc: The Honorable Jan Schakowsky, Ranking Member
Select Panel on Infant Lives

Exhibit 5.49

SUBPOENA

BY AUTHORITY OF THE HOUSE OF REPRESENTATIVES OF THE CONGRESS OF THE UNITED STATES OF AMERICA

To Advanced Bioscience Resources, Inc.

You are hereby commanded to be and appear before the

Committee on Energy and Commerce

Select Investigative Panel on Infant Lives

of the House of Representatives of the United States at the place, date, and time specified below.

☑ **to produce the things identified on the attached schedule** touching matters of inquiry committed to said committee or subcommittee; and you are not to depart without leave of said committee or subcommittee.

Place of production: Room 316, Ford House Office Building, Washington, D.C. 20515

Date: May 17, 2016 Time: 5:00 p.m.

☐ **to testify at a deposition** touching matters of inquiry committed to said committee or subcommittee; and you are not to depart without leave of said committee or subcommittee.

Place of testimony: _____

Date: _____ Time: _____

☐ **to testify at a hearing** touching matters of inquiry committed to said committee or subcommittee; and you are not to depart without leave of said committee or subcommittee.

Place of testimony: _____

Date: _____ Time: _____

To _____

_____ to serve and make return.

Witness my hand and the seal of the House of Representatives of the United States, at the city of Washington, D.C. this 29th day of April, 2016.

Marsha Blackburn

Chairman or Authorized Member

Attest:

Karen L. Haas

Clerk

PROOF OF SERVICE

Subpoena for

Advanced Bioscience Resources, Inc.

Address c/o Jonathan E, Lopez, Esq., Orrick, Herrington & Sutcliffe, [redacted]

[redacted]

before the Committee on Energy and Commerce

Select Investigative Panel on Infant Lives

U.S. House of Representatives
114th Congress

Served by (print name) _____

Title _____

Manner of service _____

_____

Date _____

Signature of Server _____

Address _____

_____

Advanced Bioscience Resources, Inc.

In accordance with the attached schedule, instructions, and definitions, you, Advanced Bioscience Resources, Inc. ("ABR"), are required to produce all documents in unredacted form described below:

1) Documents sufficient to show all entities, including firms, corporations, non-profit organizations, and educational institutions, from which ABR receives or procures fetal tissue.[1] ABR may produce a list of such entities in lieu of documents.

2) Documents sufficient to show all entities, including firms, corporations, non-profit organizations, and educational institutions, to which ABR sells or donates fetal tissue. ABR may produce a list of such entities in lieu of documents.

3) Documents sufficient to show all entities, including firms, corporations, non-profit organizations, and educational institutions, to which ABR transferred, subcontracted or sold any business interest or business assets related to the procurement or sale of fetal tissue. ABR may produce a list of such entities in lieu of documents.

4) Documents sufficient to reflect ABR's organization chart, including information detailing ABR personnel that procure(d) fetal tissue at the clinic level and the supervisory personnel for those procurers of fetal tissue.

5) All communications, whether internal or external, that direct or relate to a direction to ABR personnel to procure fetal tissue, including, but not limited to memoranda, emails, telephone messages, and purchase orders or bills of sale.

6) All ABR accounting records, including accounting memoranda related to the cost and pricing of fetal tissue.

7) Documents sufficient to show all institutions or entities to which ABR donated or provided fetal tissues for the following years: 2010, 2011, 2012, 2013, 2014 and 2015. You may provide a list of such institutions and entities in lieu of producing these documents.

8) Copies of all invoices (by month and year), reflecting the billing that ABR issued to all institutions or entities to which ABR donated or provided fetal tissues for the following years: 2010, 2011, 2012, 2013, 2014 and 2015.

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[1] Please note that, for the purposes of this request, the term "fetal tissue" includes tissue, organs, body parts, and cell lines. *See* Definition ¶7.

9) Documents sufficient to show all institutions or entities from which ABR obtained fetal tissues for the following years: 2010, 2011, 2012, 2013, 2014 and 2015. You may provide a list of such institutions and entities in lieu of producing these documents.

10) Copies of all invoices (by month and year) reflecting the billing or payment of funds for fetal tissues obtained by ABR for the following years: 2010, 2011, 2012, 2013, 2014 and 2015.

11) A copy of any chart of accounts for ABR, including but not limited to account descriptions from any financial recording system relating to ABR.

12) ABR's end of year trial balance report and trial balance details for the following years: 2010, 2011, 2012, 2013, 2014 and 2015.

13) All documents reflecting ABR's statement of revenues (i.e., a breakdown by product categories) for the following years: 2010, 2011, 2012, 2013, 2014 and 2015.

14) All documents reflecting ABR's record of costs and expenses (i.e., a breakdown by operations, including fetal tissue acquisition) for administrative costs and expenses as well as compensation and benefits, for the following years: 2010, 2011, 2012, 2013, 2014 and 2015. Where applicable, records should include identification of vendors and descriptions of expenses.

15) ABR's balance sheets for the following years: 2010, 2011, 2012, 2013, 2014 and 2015. Audited statements should be provided, if available.

16) ABR's income statements, including but not limited to any profit and loss statements, statements of operations and statements of activities for the following years: 2010, 2011, 2012, 2013, 2014 and 2015. Audited statements should be provided, if available.

17) Copies of ABR's filed tax returns for the following years: 2010, 2011, 2012, 2013, 2014 and 2015.

18) All ABR bank statements from any financial institution where ABR has maintained an account for the following years: 2010, 2011, 2012, 2013, 2014 and 2015.

19) Documents sufficient to show how ABR calculates(d) the cost of a fetal tissue and all factors applied in determining pricing of fetal tissue. In lieu of these documents, you may provide a written explanation.

20) All specific requests made to ABR for fetal tissue made by any and all firms, corporations, non-profit organizations, educational institutions, or other entities, including, but not limited to, order lists, billing records, payment records, payment vouchers, and receipts.

21) All documents relating to the purchase, ownership, or rental by ABR of equipment involving fetal tissue research, the preparation of fetal tissue for research, the modification of fetal tissue into cell lines, or any other actions taken by ABR related to fetal tissue, including but not limited to, the date the equipment was purchased, its purchase price, its maintenance costs, and records of the depreciation treatment under the tax code of any such equipment.

22) An inventory record of all fetal tissues obtained, sold, or retained by ABR, as well as an inventory of current fetal tissue including, in particular, any records that refer to multiple tissue samples or organs or body parts harvested from a single fetus.

23) All records related to any fetal tissue or cell lines procured or sold from twin fetuses.

24) All documents relating to rent or site fees paid to entities from which ABR obtained, sold, or donated fetal tissue.

25) All training materials used by ABR for the procurement of fetal tissue, preparation of fetal tissue, storage of fetal tissue, and training materials or guidance documents related to ABR staff relations with personnel or patients at the source entities from which fetal tissue is procured.

26) All communications and documents referring or relating to Institutional Review Board (IRB), as defined by Title 45 of the Code of Federal Regulations, Part 46, consents for the period of March 29, 2012 through January 26, 2013.

Instructions

1) The relevant time period for above-referenced documents is January 1, 2010, to the present.

2) If there are no responsive documents, provide a written explanation detailing why no such documents exist.

3) In complying with this subpoena, you are directed that no document may be redacted in any way except that that all patient information protected by the American Health Portability and Accountability Act of 1998 (HIPAA) shall be redacted.

4) In complying with the subpoena, be apprised that the U.S. House of Representatives and the Committee on Energy and Commerce, Select Investigative Panel on Infant Lives ("Select Panel") do not recognize any of the non-disclosure privileges associated with the common law, with the Freedom of Information Act, with attorney client privilege, or contractual privileges such as non-disclosure agreements.

5) In complying with this subpoena, you are directed to produce all responsive documents that are in your possession, custody, or control, whether held by you or your past or present agents, employees, and representatives acting on your behalf. You are also directed to produce records that you have a legal right to obtain, that you have a right to copy or to which you have access, as well as records that you have placed in the temporary possession, custody, or control of any third party.

6) No records, documents, data or information called for by this request shall be destroyed, modified, removed, transferred or otherwise made inaccessible to the Select Panel.

7) In the event that any entity, organization or individual denoted in this subpoena has been, or is also known by any other name than that herein denoted, the subpoena shall be read also to include them under that alternative identification.

8) Each document produced shall be produced in a form that renders the document capable of being copied.

9) Documents produced in response to this subpoena shall be produced together with copies of file labels, dividers or identifying markers with which they were associated when this subpoena was served. To the extent that documents were not stored with file labels, dividers, or identifying markers, they shall be organized into separate folders by subject matter prior to production.

10) All documents or groups of documents, produced shall be identified by the paragraph number in the Attachment to the subpoena to which the documents, or groups of documents, are responsive.

11) It shall not be a basis for refusal to produce documents that any other person or entity also possesses non-identical or identical copies of the same document.

12) If any of the subpoenaed information is available in machine-readable or electronic form (such as on a computer server, hard drive, CD, DVD, memory stick, or computer back-up tape), you shall consult with Select Panel staff to determine the appropriate format in which to produce the information. Documents produced in electronic format shall be organized, identified, and indexed electronically in a manner comparable to the organizational structure called for in Paragraphs 8 and 9 above. Documents produced in an electronic format shall also be produced in searchable format.

13) If compliance with the subpoena cannot be made in full, compliance shall be made to the extent possible, and your production shall be accompanied by a written explanation of why full compliance is not possible.

14) In the event that a document is withheld on any basis, provide the following information concerning each and every such document withheld from production: (a) the reason the document is not being produced; (b) type of document; (c) general subject matter; (d) date, author and addressee; and (e) relationship of author and addressee to each other.

15) If any document responsive to this subpoena was, but no longer is, in your possession, custody, or control, identify the document (stating its date, author, subject and recipient(s)) and explain the circumstances by which the document ceased to be in your possession, custody, or control.

16) If a date or other descriptive detail set forth in this subpoena referring to a document is inaccurate, but the actual date or other descriptive detail is known to you or is otherwise apparent from the context of the request, you should produce all documents which would be responsive as if the date or other descriptive detail were correct.

17) This request is continuing in nature and applies to any newly-discovered information. Any record, document, compilation of data or information, not produced because it has not been located or discovered by the return date, shall be produced immediately upon location or discovery subsequent thereto.

18) All documents shall be Bates-stamped sequentially and produced sequentially.

19) Two sets of responsive records shall be produced, one set to the Majority staff and one set to the Minority staff. The Majority set shall be delivered to Majority staff in Room 316 of the Ford House Office Building and the Minority set shall be delivered to the Minority staff at 361 Ford House Office Building. You shall consult with the Select Panel staff regarding the method of delivery prior to sending any material.

20) Upon completion of the document production, you must submit a written certification, signed by you or your counsel, stating that: (1) a diligent search has been completed of all documents in your possession, custody, or control which reasonably could contain responsive documents; (2) documents responsive to the request have not been destroyed, modified, removed, transferred, or otherwise made inaccessible to the Select Panel since the date of receiving the Select Panel's request or in anticipation of receiving the Select Panel's request, and (3) all documents identified during the search that are responsive have been produced to the Select Panel, identified in a log provided to the Select Panel, as described in Paragraph 13 above.

Definitions

1) The term "document" means any written, recorded, or graphic matter of any nature whatsoever, regardless of how recorded, and whether original or copy, including but not

limited to, the following: memoranda, reports, expense reports, books, manuals, instructions, financial reports, accounting and financial records of any kind (including checks (front and back), wire transfers, cash or check payments or receipts, and check requests), working papers, records, notes, letters, notices, confirmations, telegrams, receipts, appraisals, pamphlets, magazines, newspapers, prospectuses, interoffice and intra-office communications, electronic mail ("e-mail"), instant messages, text messages, calendars, contracts, cables, notations of any type of conversation, telephone call, meeting or other communication, bulletins, printed matter, computer printouts, invoices, transcripts, diaries, analyses, returns, summaries, minutes, bills, accounts, estimates, projections, comparisons, messages, correspondence, press releases, circulars, financial statements, reviews, opinions, offers, studies and investigations, questionnaires and surveys, power point presentations, spreadsheets, and work sheets. The term "document" includes all drafts, preliminary versions, alterations, modifications, revisions, changes, and amendments to the foregoing, as well as any attachments or appendices thereto. The term "document" also means any graphic or oral records or representations of any kind (including, without limitation, photographs, charts, graphs, voice mails, microfiche, microfilm, videotapes, recordings, and motion pictures), electronic and mechanical records or representations of any kind (including, without limitation, tapes, cassettes, disks, computer server files, computer hard drive files, CDs, DVDs, back up tape, memory sticks, recordings, and removable computer media such as thumb drives, flash drives, memory cards, and external hard drives), and other written, printed, typed, or other graphic or recorded matter of any kind or nature, however produced or reproduced, and whether preserved in writing, film, tape, electronic format, disk, videotape or otherwise. A document bearing any notation not part of the original text is considered to be a separate document. A draft or non-identical copy is a separate document within the meaning of this term.

2) The term "documents in your possession, custody or control" means (a) documents that are in your possession, custody, or control, whether held by you or your past or present agents, employees, officers, directors, contractors, consultants, or representatives acting on your behalf; (b) documents that you have a legal right to obtain, that you have a right to copy, or to which you have access; and (c) documents that have been placed in the possession, custody, or control of any third party.

3) The term "communication" means each manner or means of disclosure, transmission, or exchange of information, in the form of facts, ideas, opinions, inquiries, or otherwise, regardless of means utilized, whether oral, electronic, by document or otherwise, and whether face-to-face, in a meeting, by telephone, mail, e-mail, instant message, text message, discussion, release, personal delivery, or otherwise.

4) The terms "and" and "or" should be construed broadly and either conjunctively or disjunctively as necessary to bring within the scope of this request any information which might otherwise be construed to be outside its scope. The singular includes the plural number, and vice versa. The masculine includes the feminine and neuter genders.

5) The terms "person" or "persons" mean natural persons, firms, partnerships, associations, limited liability corporations and companies, limited liability partnerships, corporations, subsidiaries, divisions, departments, joint ventures, proprietorships, syndicates, other legal, business or government entities, or any other organization or group of persons, and all subsidiaries, affiliates, divisions, departments, branches, and other units thereof.

6) The term "ABR" includes Advanced Bioscience Resources, Inc. and any affiliates or related entities, all referred to herein, both individually and collectively, as "ABR".

7) The term "fetal tissue" means tissue, organs, body parts, and cell lines.

8) The term "study" or "proposal" means any work or regime of biomedical research that led to a report or memoranda, whether published or not.

9) The terms "referring" or "relating," with respect to any given subject, mean anything that constitutes, contains, embodies, reflects, identifies, states, refers to, deals with, or is in any manner whatsoever pertinent to that subject.

10) The terms "you" and "your" refer to ABR, as defined herein, whether known by this name or a different name, its past and present officers, directors, employees, consultants, contractors, agents, representatives, subsidiaries, and/or parents.

Exhibit 5.50

Advanced Bioscience Resources, Inc.

Privileged and Confidential

ABR Overview

- ABR is a small non-profit entity that is a respected partner to educational and medical institutions around the world.
- ABR specializes in the procurement, preservation, and distribution to researchers of donated tissue and blood.
  - Includes fetal tissue, maternal blood, amniotic fluid, and umbilical cord blood.
- ABR does not do independent lab work on cells or tissue (i.e., no stem cell isolation).
- ABR receives the tissue or other material from the health care provider (HCP), procures and packages the specimens from the tissue or other material, and provides the specimens to researchers.

ABR Overview

- [redacted] ABR's founder, is a registered nurse and former donor transplant coordinator.
  - At UCLA's Organ Procurement Agency, [redacted] saw the potential for lifesaving research resulting from organ and tissue donation.
  - She then created ABR to serve as an intermediary between HCPs and researchers to facilitate biomedical research.
- ABR has been a 501(c)(3) non-profit since 1992.
- There are 6 full-time and 5 part-time employees:
  - 6 Administrative staff
  - 3 Procurement staff
  - 1 Medical Advisor
  - 1 Scientific Advisor

Key Points

- No Financial Incentives. ABR employees are paid a salary or an hourly wage, and are not incentivized, financially or otherwise, to collect particular fetal tissue.
  - There are no bonus or other incentive payments based on number or type of specimens collected.
  - Employee evaluations are not in any way based on number or type of specimens collected.
  - There are no quotas for collection.

- No Change in Procedure. ABR does not ask the HCPs to change their procedures.

Key Points Cont'd

- Fees for Services. Fees for services and facilities include costs for clinical staff obtaining consents, maintaining records, transferring fetal tissue, clinical space, and utilities.
- Flat Fees. ABR pays HCPs a flat fee for services on a product of conception (POC) basis, regardless of how many, or what type, of specimens are procured from the POC or the term of the POC.
- Fees for Researchers. ABR has a set schedule of fees for fetal and blood specimens.
  - The fee does not vary based on type of fetal specimen.

ABR Procurement Specialists/Technicians

- ABR has stringent standards regarding procurement specialists:
  - Medical background with a certification in phlebotomy.
  - Receive on-the-job training for 4 to 8 weeks.
    - Trained by ABR Procurement Manager (20+ years experience) and/or ABR President (30+ years experience).
- Trainings emphasize ABR is a guest of the HCP and may not interfere with procedures.
- Compensation is **not** tied to procurement.
  - An hourly wage, healthcare benefits, and a 401K are provided.

Daily Snapshot

- Contact HCP about surgery schedule;
  - Specialists visit 1-2 HCP facilities/week, 4-5 days/week;
- Confirm consent with HCP staff/records;
- At the conclusion of each consenting surgery, procurement specialists:
  - Identify and remove viable tissues that fulfill pending requests;
  - Place tissue in appropriate media, and package;
  - Prepare shipping boxes and deliver to transporter;
  - Receive or perform pre- or post-operative blood draw from appropriate donors, and complete lab requisitions for testing;
- Provide updates to ABR on requests as they are fulfilled.

Agreements with Researchers

- Application Process:
  - Application includes summary of research.
  - Applications are reviewed by ABR's President, Procurement Manager, QA/QC Manager, Scientific Director, and Medical Director.
    - Review is focused on scientific credibility and feasibility.
- Terms and Conditions of Application:
  - Makes clear the services that ABR will provide, including that donated tissue will be obtained from consenting donors in compliance with all laws.
- ABR does **not** have a website for researcher requests.

Conclusion

ABR was established to help lifesaving medical research, and that goal has shaped ABR's mission, policies, and process for over 25 years.

ABR respects the need to review its processes and the surrounding issues that accompany working in this field.

It is in this spirit that ABR is cooperating and will continue to cooperate with the present inquiries.

Exhibit 5.51

COPY

AGREEMENT

This agreement is made as of June 1, 1999 by Advanced Bioscience Resources, Inc. ("ABR"), a non-profit corporation organized and existing under the laws of California, and Planned Parenthood of San Diego and Riverside Counties, a professional corporation.

WHEREAS, ABR is an organization devoted to providing services in connection with the procurement of human organs and tissues for medical research; and

WHEREAS, Planned Parenthood of San Diego and Riverside Counties may wish to provide services to ABR to facilitate the accomplishment of such purpose;

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties agree as follows:

1. The term "fetal organ" has the same meaning as the term defined in 42 U.S.C.A. 274 e(c)(1) of the National Organ Transplant Act; that is, the human kidney, liver, heart, lung, pancreas, bone marrow, cornea, eye, organ or any subpart thereof, as derived from a fetus.

2. The term "product of conception"("POC") means any fetal organ or other fetal or placental material taken from the human uterus during an abortion. Acquisition of the products of conception is provided as a service to the research community. The products of conception are being supplied to ABR with no warranties, expressed or implied, including any warranty of merchantability or fitness for a particular purpose.

ABR will take reasonable steps to assure that the products of conception shall be for use in scientific research and that all applicable guidelines set forth by the National Institutes of Health (NIH) or other government agencies regarding the use of the products of conception shall be followed.

Planned Parenthood shall not bear any risk, directly or indirectly, from any handling, preparation, shipment or use of the fetal tissue acquired and distributed by ABR, including, but not exclusive of, any viral or bacterial contaminants.

3. Planned Parenthood of San Diego and Riverside Counties will provide, and ABR will pay the reasonable costs for, services and facilities (hereinafter collectively "services") associated with obtaining consents and with the removal of fetal organs and tissues from POCs, and their processing, preservation, quality control, transportation, and storage; including appropriate space in which employees can accomplish the work of ABR, disposal services for non-used portions of biological waste materials, and for seeking consent for donation of organs and tissues from appropriate donors, and maintaining records of such consents so that verification of consent can be supported. Planned Parenthood of San Diego and Riverside Counties will designate an employee to perform the work required by ABR.

4. The fee charged to ABR for the services specified in this Agreement in connection with each POC provided to ABR shall be forty-five dollars ($45.00).

5. Any information obtained from Planned Parenthood of San Diego and Riverside Counties' patients' charts shall be privileged and the contents of same shall be held so as to preserve the confidentiality of patients. ABR is not entitled to and will not receive information concerning identity of donors except as specified.

6. The term of this Agreement shall be for one (1) year, beginning from the date hereof, and terminating one (1) year thereafter, unless either of the parties hereto shall have given the other thirty (30) days' written notice of its intention to terminate this Agreement, whereupon same shall terminate thirty (30) days after date of said notice. In default of notice as aforesaid from either party hereto, this Agreement shall continue for further successive terms of one (1) year thereafter and, in default of thirty (30) days' written notice before the end of an annual term either of the parties hereto of its intention not to renew, whereupon this Agreement shall terminate at the end of said term.

7. Written notices pursuant to this Agreement shall be sent first class mail, postage prepaid, to:

Planned Parenthood of San Diego and Riverside Counties

[redacted]

Advanced Bioscience Resources, Inc.

[redacted]

8. The parties do not know how many patients will sign the consent forms in agreement to donate POCs for research, and therefore do not know how many POCs will be supplied thereunder. Planned Parenthood of San Diego and Riverside Counties shall not be obligated to provided any minimum number of POCs; ABR shall not be obligated to take any minimum number of POCs, nor shall ABR be obligated to take all the POCs made available by Planned Parenthood of San Diego and Riverside Counties.

9. The parties hereto hereby mutually agree to defend, protect, and save harmless each other's officers, directors, agents and/or employees or consultants from and against all expenses, liabilities, demands or claims for loss or damage to, property, or personal injury or death suffered as a result of any actions by the parties hereto in the performance of the Agreement and attributable to the fault or negligence of the parties hereto or their respective officers, directors, agents and/or employees or consultants.

CONFIDENTIAL TREATMENT REQUESTED

10. No modification to this Agreement, nor any waiver of any rights, shall be effective unless agreed in writing by the party to be charged with such waiver or modification, and the waiver of any breach or default shall not constitute a waiver of any other right hereunder or any subsequent breach or default.

11. This Agreement constitutes the entire and exclusive agreement between the parties hereto with respect to its subject matter and merges all other communication and discussion, oral or written.

12. This Agreement shall be governed by and interpreted under the laws of the State of California, excluding rules of conflicts of law and venue for any dispute arising hereunder shall be in the County of San Diego, California.

13. The prevailing party in any action to enforce the terms of the Agreement shall be entitled to reimbursement by the other party for all costs (including the reasonable fees of attorneys and other professionals) incurred in connection with such proceeding.

14. This Agreement may be executed in counterparts, each of which will be deemed an original, but both of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their duly authorized representatives as of the date first above written.

Planned Parenthood of San Diego and Riverside Counties

[redacted]

President and CEO

Advanced Bioscience Resources, Inc.

By: [redacted]

President

Federal E.I.N.: 94-3110160
California E.I.N.: 370-20518

CONFIDENTIAL TREATMENT REQUESTED

COPY

AGREEMENT

This agreement is made as of June 1, 2005, by Advanced Bioscience Resources, Inc. ("ABR"), a non-profit corporation organized and existing under the laws of California, and Planned Parenthood of San Diego and Riverside Counties ("PPSDRC"), a professional corporation.

WHEREAS, ABR is an organization devoted to providing services in connection with the procurement of human organs and tissues for medical research; and

WHEREAS, PPSDRC may wish to provide services to ABR to facilitate the accomplishment of such purpose;

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties agree as follows:

1. The term "fetal organ" has the same meaning as the term defined in 42 U.S.C.A. 274 e(c)(1) of the National Organ Transplant Act; that is, the human kidney, liver, heart, lung, pancreas, bone marrow, cornea, eye, organ or any subpart thereof, as derived from a fetus.

2. The term "product of conception" ("POC") means any fetal organ or other fetal or placental material taken from the human uterus during an abortion. Acquisition of the products of conception is provided as a service to the research community. The products of conception are being supplied to ABR with no warranties, expressed or implied, including any warranty of merchantability or fitness for a particular purpose.

   ABR will take reasonable steps to assure that the products of conception shall be for use in scientific research and that all applicable guidelines set forth by the National Institutes of Health (NIH) or other government agencies regarding the use of the products of conception shall be followed.

   PPSDRC shall not bear any risk, directly or indirectly, from any handling, preparation, shipment or use of the fetal tissue acquired and distributed by ABR, including, but not exclusive of, any viral or bacterial contaminants.

3. PPSDRC will provide, and ABR will pay the reasonable costs for, services and facilities (hereinafter collectively "services") associated with obtaining consents and with the removal of fetal organs and tissues from POCs, and their processing, preservation, quality control, transportation, and storage; including appropriate space in which employees can accomplish the work of ABR, disposal services for non-used portions of biological waste materials, and for seeking consent for donation of organs and tissues from appropriate donors, and maintaining records of such consents so that verification of consent can be supported. ABR will hire an employee to perform the work required by ABR.

CONFIDENTIAL TREATMENT REQUESTED

COPY

4. The fee charged to ABR for the services specified in this Agreement in connection with each POC provided to ABR shall be fifty-five dollars ($55.00).

5. Any information obtained from PPSDRC's patients' charts shall be privileged and the contents of same shall be held so as to preserve the confidentiality of patients. ABR is not entitled to and will not receive information concerning identity of donors except as specified.

6. The term of this Agreement shall be for three (3) years, beginning from the date hereof, and terminating three (3) years thereafter, unless either of the parties hereto shall have given the other thirty (30) days' written notice of its intention to terminate this Agreement, whereupon same shall terminate thirty (30) days after date of said notice. In default of notice as aforesaid from either party hereto, this Agreement shall continue for further successive terms of one (1) year thereafter and, in default, of thirty (30) days' written notice before the end of an annual term either of the parties hereto of its intention not to renew, whereupon this Agreement shall terminate at the end of said term.

7. Written notices pursuant to this Agreement shall be sent first class mail, postage prepaid, to:

Planned Parenthood of San Diego and Riverside Counties

[redacted]

Advanced Bioscience Resources, Inc.

[redacted]

8. The parties do not know how many patients will sign the consent forms in agreement to donate POCs for research, and therefore, do not know how many POCs will be supplied thereunder. PPSDRC shall not be obligated to provide any minimum number of POCs; ABR shall not be obligated to take any minimum number of POCs, nor shall ABR be obligated to take all the POCs made available by PPSDRC.

9. The parties hereto hereby mutually agree to defend, protect, and save harmless each other's officers, directors, agents and/or employees or consultants from and against all expenses, liabilities, demands or claims for loss or damage to, property, or personal injury or death suffered as a result of any actions by the parties hereto in the performance of the Agreement and attributable to the fault or negligence of the parties hereto or their respective officers, directors, agents and/or employees or consultants.

COPY

10. No modification to this Agreement, nor any waiver of any rights, shall be effective unless agreed in writing by the party to be charged with such waiver or modification, and the waiver of any breach or default shall not constitute a waiver of any other right hereunder or any subsequent breach or default.

11. This Agreement constitutes the entire and exclusive agreement between the parties hereto with respect to its subject matter and merges all other communication and discussion, oral or written.

12. This Agreement shall be governed by and interpreted under the laws of the State of California, excluding rules of conflicts of law and venue for any dispute arising hereunder shall be in the County of San Diego, California or County of Riverside, California.

13. The prevailing party in any action to enforce the terms of the Agreement shall be entitled to reimbursement by the other party for all costs (including the reasonable fees of attorneys and other professionals) incurred in connection with such proceeding.

14. This Agreement may be executed in counterparts, each of which will be deemed an original, but both of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their duly authorized representatives as of the date first above written.

Planned Parenthood of San Diego and Riverside Counties

By: [redacted]

[redacted] President and CEO

Advanced Bioscience Resources, Inc.

By: [redacted]

[redacted] President

Federal E.I.N.: 94-3110160
California E.I.N.: 3709-20518

Planned Parenthood®
of the Pacific Southwest

9/24/10

Advanced Bioscience
[redacted]

Re: Fetal Tissue Research.
Contract effective 6/1/2005 through 5/31/2010.

Dear Advanced Bioscience

Effective October 4, 2010, we are changing our name. Our new name is:

Planned Parenthood of the Pacific Southwest

Please accept this letter as your official notification of this name change. Attached is a copy of the Certified Amendment to our Articles of Incorporation. All other business information such as address and phone number will remain the same. Should you require other documentation or forms to be completed, please forward them to our office.

[redacted]

PPPSW Accounting Manager
[redacted]

Attachment: Copy of approved & Amended Articles of Incorporation

A 0706124

ENDORSED - FILED
In the office of the Secretary of State
of the State of California
AUG 23 2010

CERTIFICATE OF AMENDMENT OF ARTICLES OF INCORPORATION

The undersigned certify that:

1. They are the president and the secretary, respectively, of Planned Parenthood of San Diego and Riverside Counties, a California corporation.

2. Article I of the Articles of Incorporation of this corporation is amended to read as follows:

   The name of this corporation is Planned Parenthood of the Pacific Southwest

3. The foregoing amendment of Articles of Incorporation has been duly approved by the board of directors.

4. The corporation has no members.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

Date: 8/23/10

[redacted]

ABR
ADVANCED BIOSCIENCE RESOURCES, INC.

AGREEMENT

This agreement is made as of October 1, 2010 between Advanced Bioscience Resources, Inc. ("ABR"), a non-profit corporation organized and existing under the laws of California, and Planned Parenthood of the Pacific Southwest ("PPPSW"), a professional corporation.

WHEREAS, ABR is an organization devoted to providing services in connection with the procurement of human organs and tissues for medical research; and

WHEREAS, PPPS has agreed to provide services to ABR to facilitate the accomplishment of such purpose;

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties agree as follows:

1. The term "fetal organ" has the same meaning as the term defined in 42 U.S.C.A. 274 e(c)(1) of the National Organ Transplant Act; that is, the human kidney, liver, heart, lung, pancreas, bone marrow, cornea, eye, organ or any subpart thereof, as derived from a fetus.

2. The term "product of conception" ("POC") means any fetal organ or other fetal or placental material taken from the human uterus during an abortion. Acquisition of the products of conception is provided as a service to the research community. The products of conception are being supplied to ABR with no wasrranties, expressed or implied, including any warranty of merchantability or fitness for a particular purpose.

   ABR will take reasonable steps to assure that the products of conception shall be for use in scientific research and that all applicable guidelines set forth by the National Institutes of Health (NIH) or other governmental agencies regarding the use of the products of conception shall be followed.

   PPPSW shall not bear any risk, directly or indirectly, from any handling, preparation, shipment or udr of the fetal tissue acquired and distributed by ABR, including, but not exclusive of, any viarl or bacterial contaminants.

3. PPPSW will provide, and ABR will pay the reasonable costs for, services and facilities (hereinafter collectively "services") associated with obtaining consents and with the removal of fetal organs and tissues from POCs, and their processing, preservation, quality control, transportation, and storage; including appropriate space in which ABR employees can work, disposal services for non-used portions of cadaveric materials, and for seeking consent for donation of tissues and organs from appropriate donors, and maintaining records of such consents so that verification of consent can be supported. ABR will hire an employee to perform the work required by ABR.

1516 Oak Street, Suite 303 / Alameda, California 94501 / (510) 865-5872 / Fax (510) 865-4090
CONFIDENTIAL TREATMENT REQUESTED

4. The charge to ABR for the services specified in this Agreement in connection with each POC provided to ABR shall be sixty dollars ($60.00).

5. Any information obtained from PPPSW patients' charts shall be privileged and the contents of same shall be held so as to preserve the confidentiality of patients. ABR is not entitled to and will not receive information concerning identity of donors except as specified.

6. The term of this Agreement shall be for three (3) years, beginning from the date hereof, and terminating three (3) years thereafter, unless either of the parties hereto shall have given the other thirty (30) days' written notice of its intention to terminate this Agreement, whereupon same shall terminate thirty (30) days after date of said notice. In default of notice as aforesaid from either party hereto, this Agreement shall continue for further successive terms of one (1) year thereafter and, in default of thirty (30) days' written notice before the end of an annual term either of the parties hereto of its intention not to renew, whereupon this Agreement shall terminate at the end of said term.

7. Written notices pursuant to this Agreement shall be sent first class mail, postage prepaid, to:

Planned Parenthood of the Pacific Southwest
[redacted]

Advanced Bioscience Resources, Inc.
[redacted]

8. The parties do not know how many patients will sign the consent forms in agreement to donate POC's for research and therapy, and therefore do not know how may POC's will be supplied thereunder. PPPS shall not be obligated to provide any minimum number of POC's; ABR shall not be obligated to take any minimum number of POCs, nor shall ABR be obligated to take all the POCs made available by PPPSW.

9. The parties hereto hereby mutually agree to defend, protect, and save harmless each other's officers, directors, agents and/or employees or consultants from and against all expenses, liabilities, demand or claims for loss or damage to, property, or personal injury or death suffered as a result of any actions by the parties hereto in the performance of the Agreement and attributable to the fault or negligence of the parties hereto or their respective officers, directors, agents and/or employees or consultants.

10. No modification to this Agreement, nor any waiver of any rights, shall be effective unless agreed in writing by the party to be charged with such waiver or modification, and the waiver of any breach or default shall not constitute a waiver of any other right hereunder or any subsequent breach or default.

11. This Agreement constitutes the entire and exclusive agreement between the parties hereto with respect to its subject matter and merges all other communication and discussion, oral or written.

12. This Agreement shall be governed by and interpreted under the laws of the State of California, excluding rules of conflicts of law, and venue for any dispute arising hereunder shall be in the County of San Diego, California or in the County of Riverside, California.

13. The prevailing party in any action to enforce the terms of the Agreement shall be entitled to reimbursement by the other party for all costs (including the reasonable fees of attorneys and other professionals) incurred in connection with such proceeding.

14. This Agreement may be executed in counterparts, each of which will be deemed an original, but both of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their duly authorized representatives as of the date first above written.

Planned Parenthood of the Pacific [redacted]

Advanced Bioscience Resources, Inc.

[redacted]

Federal EIN: 94-3110160
California EIN: 370-20518
FDA FEI: 3005208435

CONFIDENTIAL TREATMENT REQUESTED

ADVANCED BIOSCIENCE RESOURCES, INC

ADDENDUM to the OCTOBER 2010 AGREEMENT

RE: Regulated Tissue Acquisition (RTA)

This Addendum is made as of January 1, 2012, to the October 2010 Agreement between Advanced Bioscience Resources, Inc. ("ABR"), a non-profit foundation organized and existing under the laws of California, and Planned Parenthood of the Pacific Southwest (PPPSW), a professional corporation.

WHEREAS, ABR is an organization devoted to providing services in connection with the procurement of human organs and tissues for medical research and therapeutic use; and

WHEREAS, PPPSW has agreed to provide services to ABR to facilitate the accomplishment of such purpose;

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, PPPSW and ABR agree as follows:

1. ABR's Regulated Tissue Acquisition requires a 2-consecutive-day commitment, hereinafter termed the "RTA component".
   a. ABR Procurement Specialist staff will be present in the designated PPPSW facility the day prior to surgery (Day 1) for the identification, interview and selection of patients as potential candidates for the RTA.
   b. ABR Procurement Specialist CTBS staff will be present in the PPPSW facility the day of surgery (Day 2) for the acquisition of specific tissues from the selected patients and for the coordination of the documentation and distribution of RTA tissues.
   c. More than one RTA component may take place in any given week, potentially utilizing two RTA facilities in one week.
   d. RTA procurement is dependent solely upon ABR-affiliated bio-medical requests.
   e. Advance notification to PPPSW of each requested RTA component will occur at least one week prior to the requested RTA component.
2. In addition to Item 3 in the PPPSW / ABR Agreement of October 2010, PPPSW and ABR agree that:
   a. PPPSW will provide ABR with the private use of a designated space, hereinafter termed "clean space", within the utilized Planned Parenthood of the Pacific Southwest facility(s), to accomplish the required tasks as set forth in the RTA components.
   b. The assigned "clean space" will be designated for the use of ABR personnel during the RTA components; the assigned "clean space" location will be consistent from week to week; and the assigned "clean space" will be available to ABR up to 8 hours per day during the 2-day RTA component, to allow ABR to accomplish all tasks necessary to the RTA.
3. PPPSW and ABR also agree that:
   a. The charge to ABR for the services specified in this Addendum in connection with each 2-day RTA Component shall be $1000 (one thousand dollars).
   b. If there is no cause for ABR to be present in the PPPSW facility on Day 2 of the RTA component, that is, if there are no qualifying patients on Day 1 of the RTA component, then the charge to ABR for the services of providing the assigned "clean space" shall be $500 (five hundred dollars) only, for Day 1 only.
   c. Payment is due within 45 days from the date service was rendered. Payments for services relating to RTA components will be separate and distinct from the payments for services referenced in the October 2010 PPPSW / ABR Agreement, and will be recorded as "RTA Reimbursement".
4. This Addendum is an addition to the October 2010 Agreement, and does not alter any item in the October 2010 Agreement.
5. This Addendum may be executed in counterparts, each of which will be deemed an original, but both of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed in duplicate by their duly authorized representatives as of the date first above written.

Planned Parenthood of the Pacific Southwest

By: [redacted]
SR VP of Patient Services

Advanced Bioscience Resources, Inc.

[redacted]
President

ADVANCED BIOSCIENCE RESOURCES, INC.

AGREEMENT

This agreement is made as of *"DATE"* between Advanced Bioscience Resources, Inc. ("ABR"), a non-profit foundation organized and existing under the laws of California, and *"FACILITY"*, a professional corporation.

WHEREAS, ABR is an organization devoted to providing services in connection with the procurement of human organs and tissues for medical research; and

WHEREAS, *"FACILITY"* has agreed to provide services to ABR to facilitate the accomplishment of such purpose;

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties agree as follows:

1. The term "fetal organ" has the same meaning as the term defined in 42 U.S.C.A. 274 e(c)(1) of the National Organ Transplant Act; that is, the human kidney, liver, heart, lung, pancreas, bone marrow, cornea, eye, organ or any subpart thereof, as derived from a fetus.

2. The term "product of conception" ("POC") means any fetal organ or other fetal or placental material taken from the human uterus during an abortion.

3. *"FACILITY"* will provide, and ABR will pay the reasonable costs for, services and facilities (hereinafter collectively "services") associated with obtaining patients' consents and with the removal of fetal organs from POCs, and their processing, preservation, quality control, transportation, and storage; including appropriate space in which ABR employees can work, disposal services for non-used portions of cadaveric materials; and for seeking consent for donation of tissues and organs from appropriate donors, which includes consent for the acquisition of blood samples for testing pertinent to specified research, and maintaining records of such consents so that verification of consent can be supported.

4. The charge to ABR for the services specified in this Agreement in connection with each POC provided to and used by ABR shall be fifty dollars ($50.00).

5. Any information obtained from *"FACILITY"* patients' charts shall be privileged and the contents of same shall be held so as to preserve the confidentiality of patients. ABR is not entitled to and will not receive information concerning identity of donors except as specified per HIPAA Privacy Rule.

6. ABR warrants that its employees will have current certification for phlebotomy, as well as current OSHA and HIPAA training and certification. ABR warrants that its employees have been verified for employment through appropriate background checks and warrants that no ABR employee working at *"FACILITY"* sites has any record of a criminal conviction. An authorized representative of *"FACILITY"* may conduct audits of ABR employee files at the offices of ABR at 1516 Oak Street, Suite 303, in Alameda, California, upon notification and request.

7. The term of this Agreement shall be for one (1) year, beginning from the date hereof, and terminating one (1) year thereafter, unless either of the parties hereto shall have given the other thirty (30) days' written notice of its intention to terminate this Agreement, whereupon same shall terminate thirty (30) days after date of said notice. In default of notice as aforesaid from either party hereto, this Agreement shall continue for further successive terms of one (1) year thereafter and, in default of thirty (30) days' written notice before the end of an annual term either of the parties hereto of its intention not to renew, whereupon this Agreement shall terminate at the end of said term.

CONFIDENTIAL TREATMENT REQUESTED

1516 Oak Street, Ste. 303 / Alameda, California 94501 / 510-865-5872 / Fax 510-865-4090 / email: abr@abr-inc.com

8. Written notices pursuant to this Agreement shall be sent first class mail, postage prepaid, to:

"FACILITY"

_____

_____

Advanced Bioscience Resources, Inc.

[redacted]

9. The parties do not know how many patients will sign the consent forms in agreement to donate POC's for research, and therefore do not know how many POCs may be supplied thereunder. *"FACILITY"* shall not be obligated to provide any minimum number of POCs; ABR shall not be obligated to take any minimum number of POCs, nor shall ABR be obligated to take all the POCs made available by *"FACILITY"*.

10. The parties hereto hereby mutually agree to defend, protect, and save harmless each other's officers, directors, agents and/or employees or consultants from and against all expenses, liabilities, demand or claims for loss or damage to, property, or personal injury or death suffered as a result of any actions by the parties hereto in the performance of the Agreement and attributable to the fault or negligence of the parties hereto or their respective officers, directors, agents and/or employees or consultants.

11. No modification to this Agreement, nor any waiver of any rights, shall be effective unless agreed in writing by the party to be charged with such waiver or modification, and the waiver of any breach or default shall not constitute a waiver of any other right hereunder or any subsequent breach or default.

12. This Agreement constitutes the entire and exclusive agreement between the parties hereto with respect to its subject matter and merges all other communication and discussion, oral or written.

13. This Agreement shall be governed by and interpreted under the laws of the State of California, excluding rules of conflicts of law and venue for any dispute arising hereunder shall be in the County of Alameda.

14. The prevailing party in any action to enforce the terms of the Agreement shall be entitled to reimbursement by the other party for all costs (including the reasonable fees of attorneys and other professionals) incurred in connection with such proceeding.

15. This Agreement may be executed in counterparts, each of which will be deemed an original, but both of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their duly authorized representatives as of the date first above written.

"FACILITY"

By: _____

Advanced Bioscience Resources, Inc.

By: _____

[redacted] President, CTBS

Federal EIN: 94-3110160
California EIN: 370-20518
FDA DHHS FEI: 3005208435

CONFIDENTIAL TREATMENT REQUESTED

Exhibit 5.52

ABR
ADVANCED BIOSCIENCE RESOURCES, INC.

PROCUREMENT SPECIALIST / TECHNICIAN

JOB DESCRIPTION

REQUIREMENTS

1. Energetic, self-motivated, ability to work independently, ability to 'multi-task'
2. Skilled, proficient, and certified in phlebotomy
3. Experienced in medical field in general, preferably in women's health care
4. Knowledge of human anatomy
5. Knowledge and application of sterile / aseptic technique
6. Impeccable documentation skills and excellent communication skills
7. Flexibility regarding work availability and ability to work with medical staff
8. Current driver's license in state of residence, have reliable vehicle with current insurance

DUTIES AND RESPONSIBILITIES

PROCUREMENT - Tissue Acquisition and Distribution

1. Maintain professional contact with medical facility to report daily to ABR the number of potential cases for tissue procurement, surgery start times & other pertinent information
2. Set up for procurement at the medical facility, review ABR tissue procurement schedule requests
3. At the completion of each surgery, identify and remove requested tissues, place in appropriate media and package according to researcher protocols
4. Prepare shipping boxes for local and out-of-state tissue shipment, according to established protocols
5. Draw blood from appropriate donors, complete lab requisitions for testing
6. Document all information on appropriate forms
7. Maintain frequent communication with medical facility and ABR personnel regarding procurement
8. Assure delivery of packages to Fed Ex for shipment to various research facilities
9. Fax completed forms as required to ABR
10. Clean up procurement work area before leaving facility

WAGE AND BENEFITS

1. Employment is probationary for a 30 day period
2. Training period of 4 to 6 weeks, 4 to 6 hours per day, variable Tuesday through Saturday, hourly pay $15.00
3. Mileage reimbursed at current established rate; other expenses reimbursed with submitted receipts
4. 90% medical insurance, 100% dental and vision insurance, life insurance, direct deposit, credit union,
5. Eligible for 401K participation after 1 year of employment

GENERAL

1. Be polite, courteous and professional at all times, maintain flexibility
2. Maintain a respectful relationship with all personnel
3. Attend scheduled ABR staff meetings, and be a company team player

1516 Oak Street, Suite: 303 / Alameda, California 94501 USA / Phn: 510-865-5872 / Fax: 510-865-4090 / email: abr@abr-inc.com

Exhibit 5.53

ORRICK, HERRINGTON & SUTCLIFFE LLP
[redacted]
WWW.ORRICK.COM

February 24, 2016

Jonathan E. Lopez
[redacted]

VIA EMAIL
CONFIDENTIAL TREATMENT REQUESTED

Marsha Blackburn
Chair
Select Panel on Infant Lives
Committee on Energy and Commerce
House of Representatives
2125 Rayburn House Office Building
Washington, DC 20515-6115

Re: Supplemental Response to Select Panel Document Request – December 17, 2015

Dear Ms. Blackburn:

As part of Advanced Bioscience Resources' ("ABR") continued cooperation with the Select Panel on Infant Lives' investigation authorized under House Resolution 461 and the related document request dated December 17, 2015, ABR provides the following supplemental response to our January 8, 2016 response:

- **Request 5**: You have requested additional clarification about ABR's recordkeeping procedures. ABR communicates with its staff, healthcare providers, and researchers predominantly via telephone and fax, and does not maintain records of these communications on a consistent basis. Accordingly, there are very few communications that ABR can produce to the Select Panel as part of this inquiry. However, to provide the Select Panel insight into ABR's processes, the following describes the procurement process after a researcher is approved through ABR's application and vetting procedure: (1) a researcher sends in a request to ABR via facsimile, email, or phone call; (2) a procurement log notes which specimens are collected each day and is communicated to ABR's head office to notify that a request has been fulfilled; (3) the researcher receives notification of procurement, which can be by email or phone call; and (4) the research or medical institution receives an invoice for the specimens procured. We are enclosing a complete request and fulfillment record for your convenience (*see* SP000744-SP000747).

  The above-referenced documents are in addition to those included in ABR's January 8, 2016 production, i.e. a sampling of procurement logs (*see e.g.*, SP000365-SP000407), invoices to researchers (*see e.g.*, SP000651-SP000743) and fee statements that are provided to providers (*see e.g.*, SP000065-SP000364).

- **Request 6**: You requested additional clarification as to the basis for ABR's fees and expenses. As ABR President [redacted] explained to Committee Staff in September 2015, ABR does not have any memoranda or other documented analysis of its fees and expenses, but the January 8, 2016 production provided:

    - A summary of the income and expenses related to ABR's fetal tissue procurement from 2009-2013 (*see* SP000063);

    - ABR's contracts with Planned Parenthood affiliates, which include the flat fee reimbursement amounts (*see* SP000008 - SP000043);

    - Statements of Facility Fees and Bill History documents that reflect the total amounts paid to Planned Parenthood affiliates for a select time period (*see* SP000064 - SP000364);

    - Fee For Services Schedules from 2010-2015 (*see* SP000052 - SP000058); and

    - Tissue Acquisition Invoices that reflect the total amounts paid by researchers for procurement services for a select time period (*see* SP000651 – SP000743).

- **Request 8:** You requested confirmation about ABR's equipment. ABR uses basic equipment, such as forceps, petri dishes, and coolers for packing and shipment during tissue procurement. ABR does not provide any other services other than simple tissue procurement, and does not use any other equipment.

- **Requests 9 and 10:** You requested confirmation about ABR's practices with respect to multiple specimens. ABR reimburses healthcare providers per product of conception regardless of the number of specimens procured. Additionally, ABR does not provide any compensation incentive to its employees in connection with fetal tissue procurement. Finally, the records that ABR maintains are reflected in the POC log samples that were provided.

- **Request 11:** As we discussed, ABR pays rental fees to one provider for office space that is separate from the clinical space.

- **Request 12:** You requested additional information on ABR's training process. As we explained during our September 2015 presentation, ABR provides multiple weeks of on-hand training for each procurement technician. The training is overseen by either [redacted] or the Procurement Manager, both of whom have over 20 years of experience, and

covers the entire procurement process. Annual meetings also cover training principles and questions.

- **Request 13:** We appreciate the Select Panel understanding the extensive breadth of this request considering the number of years ABR has existed. As discussed with the Select Panel committee staff, they include routine expenses for travel, lodging, etc. and, as agreed with staff, we have tabled this request for future discussion.

We are also including with this response a PowerPoint presentation regarding ABR's background and other relevant information.

ABR respectfully requests that all materials provided to Select Panel during the course of its inquiry, as well as this transmittal letter, (collectively, "ABR materials") be deemed private and confidential. ABR's productions do not waive any privileges that may be available to ABR. ABR also requests that the ABR materials be kept in a non-public file and that only Select Panel members and their staff have access to them. Should the Select Panel receive any request for these documents or have the need to disclose them in a hearing or otherwise, we request that the undersigned be notified immediately of the request or disclosure (preferably by telephone), be provided a copy of all materials pertaining to the request or disclosure, and be given a reasonable opportunity to respond, before any determination that ABR materials be produced or disclosed. We further request that we be notified promptly of any determinations with respect to such requests or disclosure and be given ten (10) days' notice before any intended release.

Please contact me if you have any questions about this production or any other issue.

Thank you for your cooperation.

Very truly yours,

Jonathan E. Lopez

Enclosure

cc: Matthew Tallmer (matthew.tallmer@mail.house.gov)
Heather Sawyer (heather.sawyer@mail.house.gov)

Exhibit 5.54

[redacted]

Monday, February 28, 2011

Invoice Number: 300-RB

hFTR

U.C.H.C.
ACCOUNTS PAYABLE
2011 OCT 27 A 8:40

[redacted]

Grant:

User: 46

[redacted]

Division of Neuroscience

[redacted]

Order number:	Tissue:					Processing charge:
6505	2/16/2011	16	weeks	Br	TC	$250.00

Total # of Specimens: 1

Processing Fee Total *: $250.00

Make check payable to: **AECOM** (Please write invoice number on check).

Mail check to:

AECOM

[redacted]

[redacted]

[redacted]

* Charges only reflect the cost [redacted]

[redacted]

[redacted]

Thursday, March 31, 2011

Invoice Number: 305-RB

hFTR

U.C.H.C.
ACCOUNTS PAYABLE
2011 OCT 27 A 8:40

[redacted]

Grant:

User: 46

[redacted]

Division of Neuroscience
Univ. of Connecticut Health Ctr.

[redacted]

Order number:	Tissue:					Processing charge:
6518	3/30/2011	17	weeks	Br	TC	$250.00

Total # of Specimens: 1

Processing Fee Total *: $250.00

Make check payable to: **AECOM** (Please write invoice number on check).

Mail check to:

AECOM
[redacted]

[redacted]

[redacted]

[redacted]

*** Charges only reflect the cost of processing each specimen.**

[redacted]

[redacted]

Friday, April 25, 2014

JUN 2 6 2014
RB PO

Invoice Number: 460-RB

hFTR

Human Fetal Tissue Repository

Grant:

User: 46

[redacted]

[redacted]

Univ. of Connecticut Health Ctr.

[redacted]

Order number:	Tissue:					Processing charge:
7073	4/16/2014	18	weeks	Br	TC	$250.00

Total # of Specimens: 1

Processing Fee Total *: $250.00

Make check payable to: **Yeshiva University**
(Please write invoice number on check).

Mail check to:

Yeshiva University
Albert Einstein College of Medicine
[redacted]

[redacted]

*** Charges only reflect the cost of processing each specimen.**

[redacted]

Exhibit 5.55

EINSTEIN
MAR - 2 2015
IRB Received

ALBERT EINSTEIN COLLEGE OF MEDICINE
OF YESHIVA UNIVERSITY
Committee on Clinical Investigations
and
MONTEFIORE MEDICAL CENTER
Institutional Review Board

Date Submitted: 2/27/2015 10:29:07 AM

Progress Report:	1993 - 042 - 013
MMC No.:	93-12-432
HHC No.:	*01-243
Investigator:	[redacted]
Investigator Phone #:	
Investigator E-Mail:	
Protocol Title:	HUMAN FETAL TISSUE REPOSITORY
Protocol Type:	Clinical Research Study
Review Type:	Expedited Review

Research/Collaborating Sites Recruitment Information

Site Name	Date Initiated	Activity			
		Ongoing	Suspended	Closed	Open for Analysis
JACOBI MEDICAL CENTER (NBHN)	5/1/1993			Y	
MMC: WEILER DIVISION	1/1/1998			Y	
NORTH CENTRAL BRONX HOSPITAL (NBHN)	4/23/2010			Y	
AECOM: LABORATORY/OFFICE	5/1/1998			Y	

Subject Data

Site Name: JACOBI MEDICAL CENTER (NBHN)

Subjects enrolled since last Progress Report review:	2
Total # of subjects enrolled since project initiated:	2584

[redacted]

Total # of subjects now active on protocol:	0
Number of subjects no longer active on protocol - being followed:	0
Number of subjects who withdrew since last Progress Report:	

Site Name: MMC: WEILER DIVISION

Subjects enrolled since last Progress Report review:	1
Total # of subjects enrolled since project initiated:	51
Total # of subjects now active on protocol:	0
Number of subjects no longer active on protocol - being followed:	0
Number of subjects who withdrew since last Progress Report:	

Site Name: NORTH CENTRAL BRONX HOSPITAL (NBHN)

Subjects enrolled since last Progress Report review:	12
Total # of subjects enrolled since project initiated:	66
Total # of subjects now active on protocol:	0
Number of subjects no longer active on protocol - being followed:	0
Number of subjects who withdrew since last Progress Report:	

Site Name: AECOM: LABORATORY/OFFICE

Subjects enrolled since last Progress Report review:	0
Total # of subjects enrolled since project initiated:	0
Total # of subjects now active on protocol:	0
Number of subjects no longer active on protocol - being followed:	0
Number of subjects who withdrew since last Progress Report:	

Internal Adverse Events

Site Name: JACOBI MEDICAL CENTER (NBHN)

Number of Subjects who died while on protocol, during this Progress Report period:	0
Number of serious adverse events during this Progress Report period:	0
Number of unanticipated adverse events during this Progress Report period:	0

Site Name: MMC: WEILER DIVISION

Number of Subjects who died while on protocol, during this Progress Report period:	0
Number of serious adverse events during this Progress Report period:	0

[redacted]

Number of unanticipated adverse events during this Progress Report period:	0

Site Name: NORTH CENTRAL BRONX HOSPITAL (NBHN)

Number of Subjects who died while on protocol, during this Progress Report period:	0
Number of serious adverse events during this Progress Report period:	0
Number of unanticipated adverse events during this Progress Report period:	0

Site Name: AECOM: LABORATORY/OFFICE

Number of Subjects who died while on protocol, during this Progress Report period:	0
Number of serious adverse events during this Progress Report period:	0
Number of unanticipated adverse events during this Progress Report period:	0

The Principal Investigator has certified that the number of Internal Adverse Events shown above is correct.

Investigator/Key Personnel

Name	COI Required	Payroll	Training Complete	Date
[redacted]	Y	YU	Y	4/18/2012
	Y	YU	Y	2/14/2013

External Sources of Support

Source	Drugs	Devices	Equipment	Supplies	Funding
None					

Amendments require committee approval. Any amendment not yet submitted must be submitted to the CCI office through the normal amendment process. In addition, the P.I. is required to append to this document a bulleted summary of all amendments approved to date.

New Information

Described below, is any information appearing in the literature since the last progress report of this protocol, especially as the findings relate to risks or benefits to the subject or the significance of the research or the development of new treatment modalities. Note: If the study is monitored by a SMB/DSMB, you may substitute a copy of the current statement from the SMB/DSMB indicating that it has reviewed study-wide adverse events, interim findings and recent literature that may be relevant to the research.

n/a

[redacted]

Described below are the preliminary findings, especially noted are any findings that would affect the risk or benefits to research subjects:

n/a

This new information is **NOT APPLICABLE** to the subjects willingness to continue in this protocol.

Termination of Research

This protocol was completed (no patients are being followed; the data analysis is complete) on 2/28/2015.

As Principal Investigator, my signature on the form with respect to this research project certifies the following:

1. Changes to the research project and/or informed consent form, if any, have been submitted to the CCI/IRB.
2. There have been no known medical, legal, or other complications, including no invasion of an individual's privacy, resulting from this research project.
3. Unless specifically waived by the CCI/IRB, a written informed consent form has been obtained for each subject included in the study. One copy has been given to the subject a second copy is in the subject's chart, and a third copy is on file in my office and is available for review.
4. There have been no new findings or other relevant information that adversely alters the risk/benefit for the research, except as already reported to the CCI/IRB.

ELECTRONICALLY ATTACHED DOCUMENTS

None

[redacted]

Signature of Principal Investigator

2/27/2015

Date

[redacted]

3/4/15

Date

[redacted]

List of external principal investigators receiving tissue from the hFTR (1993-042) between 12/1/2014 and 2/28/2015

Last name	First Name	Organization
[redacted]	[redacted]	Montreal Neurological Institute
		University of Wisconsin
		NYU School of Medicine
		Rockefeller University
		Yale University School of Medicine
		SUNY Buffalo

EINSTEIN
DEC - 5 2014
IRB Received

ALBERT EINSTEIN COLLEGE OF MEDICINE
OF YESHIVA UNIVERSITY
Committee on Clinical Investigations
and
MONTEFIORE MEDICAL CENTER
Institutional Review Board

Date Submitted: 11/29/2014 1:02:55 PM

Progress Report:	1993 - 042 - 012
MMC No.:	93-12-432
HHC No.:	*01-243
Investigator:	[redacted]
Investigator Phone #:	
Investigator E-Mail:	
Protocol Title:	HUMAN FETAL TISSUE REPOSITORY
Protocol Type:	Clinical Research Study
Review Type:	Expedited Review

Research/Collaborating Sites Recruitment Information

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JACOBI MEDICAL CENTER (NBHN)	5/1/1993	Y			
MMC: WEILER DIVISION	1/1/1998	Y			
NORTH CENTRAL BRONX HOSPITAL (NBHN)	4/23/2010	Y			
AECOM: LABORATORY/OFFICE	5/1/1998	Y			

Subject Data

Site Name: JACOBI MEDICAL CENTER (NBHN)

Subjects enrolled since last Progress Report review:	15
Total # of subjects enrolled since project initiated:	2582

[redacted]

Total # of subjects now active on protocol:	0
Number of subjects no longer active on protocol - being followed:	0
Number of subjects who withdrew since last Progress Report:	0

Site Name: MMC: WEILER DIVISION

Subjects enrolled since last Progress Report review:	6
Total # of subjects enrolled since project initiated:	50
Total # of subjects now active on protocol:	0
Number of subjects no longer active on protocol - being followed:	0
Number of subjects who withdrew since last Progress Report:	0

Site Name: NORTH CENTRAL BRONX HOSPITAL (NBHN)

Subjects enrolled since last Progress Report review:	54
Total # of subjects enrolled since project initiated:	201
Total # of subjects now active on protocol:	0
Number of subjects no longer active on protocol - being followed:	0
Number of subjects who withdrew since last Progress Report:	0

Site Name: AECOM: LABORATORY/OFFICE

Subjects enrolled since last Progress Report review:	0
Total # of subjects enrolled since project initiated:	0
Total # of subjects now active on protocol:	0
Number of subjects no longer active on protocol - being followed:	0
Number of subjects who withdrew since last Progress Report:	0

Internal Adverse Events

Site Name: JACOBI MEDICAL CENTER (NBHN)

Number of Subjects who died while on protocol, during this Progress Report period:	0
Number of serious adverse events during this Progress Report period:	0
Number of unanticipated adverse events during this Progress Report period:	0

Site Name: MMC: WEILER DIVISION

Number of Subjects who died while on protocol, during this Progress Report period:	0
Number of serious adverse events during this Progress Report period:	0

[redacted]

Number of unanticipated adverse events during this Progress Report period:	0

Site Name: NORTH CENTRAL BRONX HOSPITAL (NBHN)

Number of Subjects who died while on protocol, during this Progress Report period:	0
Number of serious adverse events during this Progress Report period:	0
Number of unanticipated adverse events during this Progress Report period:	0

Site Name: AECOM: LABORATORY/OFFICE

Number of Subjects who died while on protocol, during this Progress Report period:	0
Number of serious adverse events during this Progress Report period:	0
Number of unanticipated adverse events during this Progress Report period:	0

The Principal Investigator has certified that the number of Internal Adverse Events shown above is correct.

Investigator/Key Personnel

Name	COI Required	Payroll	Training Complete	Date
[redacted]	Y	YU	Y	4/18/2012
	Y	YU	Y	2/14/2013

External Sources of Support

Source	Drugs	Devices	Equipment	Supplies	Funding
None					

Amendments require committee approval. Any amendment not yet submitted must be submitted to the CCI office through the normal amendment process. In addition, the P.I. is required to append to this document a bulleted summary of all amendments approved to date.

New Information

Described below, is any information appearing in the literature since the last progress report of this protocol, especially as the findings relate to risks or benefits to the subject or the significance of the research or the development of new treatment modalities. Note: If the study is monitored by a SMB/DSMB, you may substitute a copy of the current statement from the SMB/DSMB indicating that it has reviewed study-wide adverse events, interim findings and recent literature that may be relevant to the research.

N/A

[redacted]

Described below are the preliminary findings, especially noted are any findings that would affect the risk or benefits to research subjects:

N/A

This new information is **NOT APPLICABLE** to the subjects willingness to continue in this protocol.

Termination of Research

None

As Principal Investigator, my signature on the form with respect to this research project certifies the following:

1. Changes to the research project and/or informed consent form, if any, have been submitted to the CCI/IRB.
2. There have been no known medical, legal, or other complications, including no invasion of an individual's privacy, resulting from this research project.
3. Unless specifically waived by the CCI/IRB, a written informed consent form has been obtained for each subject included in the study. One copy has been given to the subject a second copy is in the subject's chart, and a third copy is on file in my office and is available for review.
4. There have been no new findings or other relevant information that adversely alters the risk/benefit for the research, except as already reported to the CCI/IRB.

ELECTRONICALLY ATTACHED DOCUMENTS

None

[redacted]

Signature of Principal Investigator

11/29/14

Date

[redacted]

Signature of Reviewer

12/1/14

Date

[redacted]

List of external principal investigators receiving tissue from the hFTR (1993-042) between 12/27/2013 and 12/1/2014

Last name	First Name	Organization
[redacted]		Montreal Neurological Institute
		University of Wisconsin
		University of California, Irvine
		NYU School of Medicine
		University of Medicine and Dentistry of New Jersey
		Yale University School of Medicine
		Children's National Medical Center
		Yale University
		Rockefeller University
		Yale University School of Medicine
		SUNY Buffalo
		Memorial Sloan Kettering
		Univ. of Connecticut Health Ctr.

EINSTEIN
JAN -8 2014
IRB Received

ALBERT EINSTEIN COLLEGE OF MEDICINE
OF YESHIVA UNIVERSITY
Committee on Clinical Investigations
and
MONTEFIORE MEDICAL CENTER
Institutional Review Board

Date Submitted: 12/27/2013 8:48:57 PM

Progress Report:	1993 - 042 - 011
MMC No.:	93-12-432
HHC No.:	*01-243
Investigator:	[redacted]
Investigator Phone #:	
Investigator E-Mail:	
Protocol Title:	HUMAN FETAL TISSUE REPOSITORY
Protocol Type:	Clinical Research Study
Review Type:	Expedited Review

Research/Collaborating Sites Recruitment Information

Site Name	Date Initiated	Activity			
		Ongoing	Suspended	Closed	Open for Analysis
JACOBI MEDICAL CENTER (NBHN)	5/1/1993	Y			
MMC: WEILER DIVISION	1/1/1998	Y			
NORTH CENTRAL BRONX HOSPITAL (NBHN)	4/23/2010	Y			
AECOM: LABORATORY/OFFICE	5/1/1998	Y			

Subject Data

Site Name: JACOBI MEDICAL CENTER (NBHN)

Subjects enrolled since last Progress Report review:	12
Total # of subjects enrolled since project initiated:	2567

[redacted]

Total # of subjects now active on protocol:	0
Number of subjects no longer active on protocol - being followed:	0
Number of subjects who withdrew since last Progress Report:	0

Site Name: MMC: WEILER DIVISION

Subjects enrolled since last Progress Report review:	6
Total # of subjects enrolled since project initiated:	44 ✓
Total # of subjects now active on protocol:	0
Number of subjects no longer active on protocol - being followed:	0
Number of subjects who withdrew since last Progress Report:	0

Site Name: NORTH CENTRAL BRONX HOSPITAL (NBHN)

Subjects enrolled since last Progress Report review:	32
Total # of subjects enrolled since project initiated:	147 /
Total # of subjects now active on protocol:	0
Number of subjects no longer active on protocol - being followed:	0
Number of subjects who withdrew since last Progress Report:	0

Site Name: AECOM: LABORATORY/OFFICE

Subjects enrolled since last Progress Report review:	0
Total # of subjects enrolled since project initiated:	0
Total # of subjects now active on protocol:	0
Number of subjects no longer active on protocol - being followed:	0
Number of subjects who withdrew since last Progress Report:	0

Internal Adverse Events

Site Name: JACOBI MEDICAL CENTER (NBHN)

Number of Subjects who died while on protocol, during this Progress Report period:	0
Number of serious adverse events during this Progress Report period:	0
Number of unanticipated adverse events during this Progress Report period:	0

Site Name: MMC: WEILER DIVISION

Number of Subjects who died while on protocol, during this Progress Report period:	0
Number of serious adverse events during this Progress Report period:	0

[redacted]

Number of unanticipated adverse events during this Progress Report period:	0

Site Name: NORTH CENTRAL BRONX HOSPITAL (NBHN)

Number of Subjects who died while on protocol, during this Progress Report period:	0
Number of serious adverse events during this Progress Report period:	0
Number of unanticipated adverse events during this Progress Report period:	0

Site Name: AECOM: LABORATORY/OFFICE

Number of Subjects who died while on protocol, during this Progress Report period:	0
Number of serious adverse events during this Progress Report period:	0
Number of unanticipated adverse events during this Progress Report period:	0

The Principal Investigator has certified that the number of Internal Adverse Events shown above is correct.

Investigator/Key Personnel

Name	COI Required	Payroll	Training Complete	Date
[redacted]	Y	YU	Y	4/18/2012
	Y	YU	Y	2/14/2013

External Sources of Support

Source	Drugs	Devices	Equipment	Supplies	Funding
None					

Amendments require committee approval. Any amendment not yet submitted must be submitted to the CCI office through the normal amendment process. In addition, the P.I. is required to append to this document a bulleted summary of all amendments approved to date.

New Information

Described below, is any information appearing in the literature since the last progress report of this protocol, especially as the findings relate to risks or benefits to the subject or the significance of the research or the development of new treatment modalities. Note: If the study is monitored by a SMB/DSMB, you may substitute a copy of the current statement from the SMB/DSMB indicating that it has reviewed study-wide adverse events, interim findings and recent literature that may be relevant to the research.

N/A

[redacted]

Described below are the preliminary findings, especially noted are any findings that would affect the risk or benefits to research subjects:

N/A

This new information is **NOT APPLICABLE** to the subjects willingness to continue in this protocol.

Termination of Research

None

As Principal Investigator, my signature on the form with respect to this research project certifies the following:

1. Changes to the research project and/or informed consent form, if any, have been submitted to the CCI/IRB.
2. There have been no known medical, legal, or other complications, including no invasion of an individual's privacy, resulting from this research project.
3. Unless specifically waived by the CCI/IRB, a written informed consent form has been obtained for each subject included in the study. One copy has been given to the subject a second copy is in the subject's chart, and a third copy is on file in my office and is available for review.
4. There have been no new findings or other relevant information that adversely alters the risk/benefit for the research, except as already reported to the CCI/IRB.

ELECTRONICALLY ATTACHED DOCUMENTS

None

[redacted] 1/8/14

Signature of Principal Investigator Date

[redacted] 1/17/14

Date

[redacted]

List of external principal investigators receiving tissue from the hFTR (1993-042) between 02/26/2013 and 12/31/2013

Last name	First Name	Organization
[redacted]		Montreal Neurological Institute
		University of Wisconsin
		University of California, Irvine
		University of Medicine and Dentistry of New Jersey
		Yale University School of Medicine
		Rockefeller University
		Yale University School of Medicine
		SUNY Buffalo
		Memorial Sloan Kettering

EINSTEIN
FEB 28 2013
IRB Received

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OF YESHIVA UNIVERSITY
Committee on Clinical Investigations
and
MONTEFIORE MEDICAL CENTER
Institutional Review Board

Date Submitted: 2/25/2013 5:53:09 PM

Progress Report:	1993 - 042 - 010
MMC No.:	93-12-432
HHC No.:	*01-243
Investigator:	[redacted]
Investigator Phone #:	
Investigator E-Mail:	
Protocol Title:	HUMAN FETAL TISSUE REPOSITORY
Protocol Type:	Clinical Research Study
Review Type:	Expedited Review

Research/Collaborating Sites Recruitment Information

Site Name	Date Initiated	Activity			
		Ongoing	Suspended	Closed	Open for Analysis
JACOBI MEDICAL CENTER (NBHN)	5/1/1993	Y			
MMC: WEILER DIVISION	1/1/1998	Y			
NORTH CENTRAL BRONX HOSPITAL (NBHN)	4/23/2010	Y			
AECOM: LABORATORY/OFFICE	5/1/1998	Y			

Subject Data

Site Name: JACOBI MEDICAL CENTER (NBHN)

Subjects enrolled since last Progress Report review:	18
Total # of subjects enrolled since project initiated:	2555 ✓

[redacted]

Total # of subjects now active on protocol:	0
Number of subjects no longer active on protocol - being followed:	0
Number of subjects who withdrew since last Progress Report:	0

Site Name: MMC: WEILER DIVISION

Subjects enrolled since last Progress Report review:	10
Total # of subjects enrolled since project initiated:	38 ✓
Total # of subjects now active on protocol:	0
Number of subjects no longer active on protocol - being followed:	0
Number of subjects who withdrew since last Progress Report:	0

Site Name: NORTH CENTRAL BRONX HOSPITAL (NBHN)

Subjects enrolled since last Progress Report review:	40
Total # of subjects enrolled since project initiated:	115 ✓
Total # of subjects now active on protocol:	0
Number of subjects no longer active on protocol - being followed:	0
Number of subjects who withdrew since last Progress Report:	0

Site Name: AECOM: LABORATORY/OFFICE

Subjects enrolled since last Progress Report review:	0
Total # of subjects enrolled since project initiated:	0
Total # of subjects now active on protocol:	0
Number of subjects no longer active on protocol - being followed:	0
Number of subjects who withdrew since last Progress Report:	0

Internal Adverse Events

Site Name: JACOBI MEDICAL CENTER (NBHN)

Number of Subjects who died while on protocol, during this Progress Report period:	0
Number of serious adverse events during this Progress Report period:	0
Number of unanticipated adverse events during this Progress Report period:	0

Site Name: MMC: WEILER DIVISION

Number of Subjects who died while on protocol, during this Progress Report period:	0
Number of serious adverse events during this Progress Report period:	0

[redacted]

Number of unanticipated adverse events during this Progress Report period:	0

Site Name: NORTH CENTRAL BRONX HOSPITAL (NBHN)

Number of Subjects who died while on protocol, during this Progress Report period:	0
Number of serious adverse events during this Progress Report period:	0
Number of unanticipated adverse events during this Progress Report period:	0

Site Name: AECOM: LABORATORY/OFFICE

Number of Subjects who died while on protocol, during this Progress Report period:	0
Number of serious adverse events during this Progress Report period:	0
Number of unanticipated adverse events during this Progress Report period:	0

The Principal Investigator has certified that the number of Internal Adverse Events shown above is correct.

Investigator/Key Personnel

Name	COI Required	Payroll	Training Complete	Date
[redacted]	Y	YU	Y	4/18/2012
	Y	YU	Y	2/14/2013

External Sources of Support

Source	Drugs	Devices	Equipment	Supplies	Funding
None					

Amendments require committee approval. Any amendment not yet submitted must be submitted to the CCI office through the normal amendment process. In addition, the P.I. is required to append to this document a bulleted summary of all amendments approved to date.

New Information

Described below, is any information appearing in the literature since the last progress report of this protocol, especially as the findings relate to risks or benefits to the subject or the significance of the research or the development of new treatment modalities. Note: If the study is monitored by a SMB/DSMB, you may substitute a copy of the current statement from the SMB/DSMB indicating that it has reviewed study-wide adverse events, interim findings and recent literature that may be relevant to the research.

N/A

[redacted]

Described below are the preliminary findings, especially noted are any findings that would affect the risk or benefits to research subjects:
N/A

This new information is **NOT APPLICABLE** to the subjects willingness to continue in this protocol.

Termination of Research
None

As Principal Investigator, my signature on the form with respect to this research project certifies the following:

1. Changes to the research project and/or informed consent form, if any, have been submitted to the CCI/IRB.
2. There have been no known medical, legal, or other complications, including no invasion of an individual's privacy, resulting from this research project.
3. Unless specifically waived by the CCI/IRB, a written informed consent form has been obtained for each subject included in the study. One copy has been given to the subject a second copy is in the subject's chart, and a third copy is on file in my office and is available for review.
4. There have been no new findings or other relevant information that adversely alters the risk/benefit for the research, except as already reported to the CCI/IRB.

ELECTRONICALLY ATTACHED DOCUMENTS
None

[redacted] 2/28/13
Signature of Principal Investigator Date

[redacted] 3/8/13
Date

[redacted]

List of external principal investigators receiving tissue from the hFTR (1993-042) between 03/26/2012 and 02/25/2013

Last name	First Name	Organization
[redacted]	[redacted]	Montreal Neurological Institute
		University of Wisconsin
		NYU School of Medicine
		Memorial Sloan-Kettering Cancer Center
		University of Medicine and Dentistry of New Jersey
		Yale University School of Medicine
		Wayne State Univ. School of Med.
		Wayne State Univ. School of Med.
		Johns Hopkins
		Rockefeller University
		Yale University School of Medicine
		SUNY Buffalo
		University of Virginia

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MONTEFIORE MEDICAL CENTER
Institutional Review Board

Date Submitted: 3/26/2012 11:03:28 AM

Progress Report:	1993 - 042 - 009
MMC No.:	93-12-432
HHC No.:	*01-243
Investigator:	[redacted]
Investigator Phone #:	
Investigator E-Mail:	
Protocol Title:	HUMAN FETAL TISSUE REPOSITORY
Protocol Type:	Clinical Research Study
Review Type:	Expedited Review

Research/Collaborating Sites Recruitment Information

Site Name	Date Initiated	Activity			
		Ongoing	Suspended	Closed	Open for Analysis
JACOBI MEDICAL CENTER (NBHN)	5/1/1993	Y			
MMC: WEILER DIVISION	1/1/1998	Y			
NORTH CENTRAL BRONX HOSPITAL (NBHN)	4/23/2010	Y			
AECOM: LABORATORY/OFFICE	5/1/1998	Y			

Subject Data

Site Name: JACOBI MEDICAL CENTER (NBHN)

Subjects enrolled since last Progress Report review:	43
Total # of subjects enrolled since project initiated:	2537 ✓

[redacted]

Total # of subjects now active on protocol:	0
Number of subjects no longer active on protocol - being followed:	0
Number of subjects who withdrew since last Progress Report:	0

Site Name: MMC: WEILER DIVISION

Subjects enrolled since last Progress Report review:	1
Total # of subjects enrolled since project initiated:	28 ✓
Total # of subjects now active on protocol:	0
Number of subjects no longer active on protocol - being followed:	0
Number of subjects who withdrew since last Progress Report:	0

Site Name: NORTH CENTRAL BRONX HOSPITAL (NBHN)

Subjects enrolled since last Progress Report review:	34
Total # of subjects enrolled since project initiated:	75 ✓
Total # of subjects now active on protocol:	0
Number of subjects no longer active on protocol - being followed:	0
Number of subjects who withdrew since last Progress Report:	0

Site Name: AECOM: LABORATORY/OFFICE

Subjects enrolled since last Progress Report review:	0
Total # of subjects enrolled since project initiated:	0
Total # of subjects now active on protocol:	0
Number of subjects no longer active on protocol - being followed:	0
Number of subjects who withdrew since last Progress Report:	0

Internal Adverse Events

Site Name: JACOBI MEDICAL CENTER (NBHN)

Number of Subjects who died while on protocol, during this Progress Report period:	0
Number of serious adverse events during this Progress Report period:	0
Number of unanticipated adverse events during this Progress Report period:	0

Site Name: MMC: WEILER DIVISION

Number of Subjects who died while on protocol, during this Progress Report period:	0
Number of serious adverse events during this Progress Report period:	0

[redacted]

Number of unanticipated adverse events during this Progress Report period:	0

Site Name: NORTH CENTRAL BRONX HOSPITAL (NBHN)

Number of Subjects who died while on protocol, during this Progress Report period:	0
Number of serious adverse events during this Progress Report period:	0
Number of unanticipated adverse events during this Progress Report period:	0

Site Name: AECOM: LABORATORY/OFFICE

Number of Subjects who died while on protocol, during this Progress Report period:	0
Number of serious adverse events during this Progress Report period:	0
Number of unanticipated adverse events during this Progress Report period:	0

The Principal Investigator has certified that the number of Internal Adverse Events shown above is correct.

Investigator/Key Personnel

Name	COI Required	Payroll	Training Complete	Date
[redacted]	Y	YU	Y	6/1/2007
	Y	YU	Y	2/23/2012

External Sources of Support

Source	Drugs	Devices	Equipment	Supplies	Funding
None					

Amendments require committee approval. Any amendment not yet submitted must be submitted to the CCI office through the normal amendment process. In addition, the P.I. is required to append to this document a bulleted summary of all amendments approved to date.

New Information

Described below, is any information appearing in the literature since the last progress report of this protocol, especially as the findings relate to risks or benefits to the subject or the significance of the research or the development of new treatment modalities. Note: If the study is monitored by a SMB/DSMB, you may substitute a copy of the current statement from the SMB/DSMB indicating that it has reviewed study-wide adverse events, interim findings and recent literature that may be relevant to the research.

N/A

[redacted]

Described below are the preliminary findings, especially noted are any findings that would affect the risk or benefits to research subjects:

N/A

This new information is **NOT APPLICABLE** to the subjects willingness to continue in this protocol.

Termination of Research

None

As Principal Investigator, my signature on the form with respect to this research project certifies the following:

1. Changes to the research project and/or informed consent form, if any, have been submitted to the CCI/IRB.
2. There have been no known medical, legal, or other complications, including no invasion of an individual's privacy, resulting from this research project.
3. Unless specifically waived by the CCI/IRB, a written informed consent form has been obtained for each subject included in the study. One copy has been given to the subject a second copy is in the subject's chart, and a third copy is on file in my office and is available for review.
4. There have been no new findings or other relevant information that adversely alters the risk/benefit for the research, except as already reported to the CCI/IRB.

The following exceptions to the four points above have been entered by the Investigator:

no exceptions

ELECTRONICALLY ATTACHED DOCUMENTS

None

[redacted]

Signature of Principal Investigator

3/26/2012

Date

[redacted]

Sig

4/20/2012

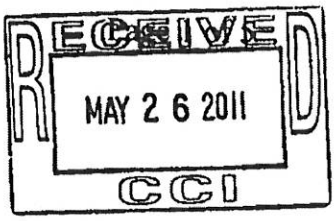
Date

[redacted]

List of external principal investigators receiving tissue from the hFTR (1993-042) between 05/12/2011 and 03/26/2012

Last name	First Name	Organization
[redacted]	[redacted]	Montreal Neurological Institute
		University of California, Irvine
		NYU School of Medicine
		Memorial Sloan-Kettering Cancer Center
		Yale University School of Medicine
		Yale University School of Medicine
		Wayne State Univ. School of Med.
		Wayne State Univ. School of Med.
		Rockefeller University
		Yale University School of Medicine
		University of Virginia

Progress Report



ALBERT EINSTEIN COLLEGE OF MEDICINE
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Committee on Clinical Investigations
and
MONTEFIORE MEDICAL CENTER
Institutional Review Board

Date Submitted: 5/12/2011 12:09:39 PM

Progress Report:	1993 - 042 - 008
MMC No.:	93-12-432
HHC No.:	*01-243
Investigator:	[redacted]
Investigator Phone #:	
Investigator E-Mail:	
Protocol Title:	HUMAN FETAL TISSUE REPOSITORY
Protocol Type:	Clinical Research Study
Review Type:	Expedited Review

Research/Collaborating Sites Recruitment Information

Site Name	Date Initiated	Activity			
		Ongoing	Suspended	Closed	Open for Analysis
JACOBI MEDICAL CENTER (NBHN)	5/1/1993	Y			
MMC: WEILER DIVISION	1/1/1998	Y			
NORTH CENTRAL BRONX HOSPITAL (NBHN)	4/23/2010	Y			
AECOM: LABORATORY/OFFICE	5/1/1998	Y			

[redacted]

Subject Data

Site Name: JACOBI MEDICAL CENTER (NBHN)

Subjects enrolled since last Progress Report review:	43
Total # of subjects enrolled since project initiated:	2494
Total # of subjects now active on protocol:	0
Number of subjects no longer active on protocol - being followed:	0
Number of subjects who withdrew since last Progress Report:	0

Site Name: MMC: WEILER DIVISION

Subjects enrolled since last Progress Report review:	1
Total # of subjects enrolled since project initiated:	27
Total # of subjects now active on protocol:	0
Number of subjects no longer active on protocol - being followed:	0
Number of subjects who withdrew since last Progress Report:	0

Site Name: NORTH CENTRAL BRONX HOSPITAL (NBHN)

Subjects enrolled since last Progress Report review:	34
Total # of subjects enrolled since project initiated:	41
Total # of subjects now active on protocol:	0
Number of subjects no longer active on protocol - being followed:	0
Number of subjects who withdrew since last Progress Report:	0

Site Name: AECOM: LABORATORY/OFFICE

Subjects enrolled since last Progress Report review:	0
Total # of subjects enrolled since project initiated:	0
Total # of subjects now active on protocol:	0
Number of subjects no longer active on protocol - being followed:	0
Number of subjects who withdrew since last Progress Report:	0

[redacted]

Internal Adverse Events

Site Name: JACOBI MEDICAL CENTER (NBHN)

Number of Subjects who died while on protocol, during this Progress Report period:	0
Number of serious adverse events during this Progress Report period:	0
Number of unanticipated adverse events during this Progress Report period:	0

Site Name: MMC: WEILER DIVISION

Number of Subjects who died while on protocol, during this Progress Report period:	0
Number of serious adverse events during this Progress Report period:	0
Number of unanticipated adverse events during this Progress Report period:	0

Site Name: NORTH CENTRAL BRONX HOSPITAL (NBHN)

Number of Subjects who died while on protocol, during this Progress Report period:	0
Number of serious adverse events during this Progress Report period:	0
Number of unanticipated adverse events during this Progress Report period:	0

Site Name: AECOM: LABORATORY/OFFICE

Number of Subjects who died while on protocol, during this Progress Report period:	0
Number of serious adverse events during this Progress Report period:	0
Number of unanticipated adverse events during this Progress Report period:	0

The Principal Investigator has certified that the number of Internal Adverse Events shown above is correct.

[redacted]

Investigator/Key Personnel

Name	COI Required	Payroll	Training Complete	Date
[redacted]	Y	YU	Y	6/1/2007
	Y	YU	Y	5/7/2007

External Sources of Support

Source	Drugs	Devices	Equipment	Supplies	Funding
None					

Amendments require committee approval. Any amendment not yet submitted must be submitted to the CCI office through the normal amendment process. In addition, the P.I. is required to append to this document a bulleted summary of all amendments approved to date.

New Information

Described below, is any information appearing in the literature since the last progress report of this protocol, especially as the findings relate to risks or benefits to the subject or the significance of the research or the development of new treatment modalities. Note: If the study is monitored by a SMB/DSMB, you may substitute a copy of the current statement from the SMB/DSMB indicating that it has reviewed study-wide adverse events, interim findings and recent literature that may be relevant to the research.
N/A

Described below are the preliminary findings, especially noted are any findings that would affect the risk or benefits to research subjects:
N/A

This new information is **NOT APPLICABLE** to the subjects willingness to continue in this protocol.

Termination of Research
None

As Principal Investigator, my signature on the form with respect to this research project certifies the following:

[redacted]

1. Changes to the research project and/or informed consent form, if any, have been submitted to the CCI/IRB.
2. There have been no known medical, legal, or other complications, including no invasion of an individual's privacy, resulting from this research project.
3. Unless specifically waived by the CCI/IRB, a written informed consent form has been obtained for each subject included in the study. One copy has been given to the subject a second copy is in the subject's chart, and a third copy is on file in my office and is available for review.
4. There have been no new findings or other relevant information that adversely alters the risk/benefit for the research, except as already reported to the CCI/IRB.

ELECTRONICALLY ATTACHED DOCUMENTS

None

[redacted] 5/12/11

Signature of Principal Investigator Date

[redacted] 6/6/11

Signature of Reviewer Date

[redacted]

1993-042

List of non-Einstein principal investigators receiving tissue from the hFTR users between 07/20/2010 and 05/12/2011

Last name	First Name	Organization
[redacted]		Montreal Neurological Institute
		University of California, Irvine
		NYU School of Medicine
		Memorial Sloan-Kettering Cancer Center
		Yale University School of Medicine
		Yale University School of Medicine
		Wayne State Univ. School of Med.
		Wayne State Univ. School of Med.
		Rockefeller University
		Yale University School of Medicine
		Univ. of Connecticut Health Ctr.

RECEIVED
JUL 2 8 2010
CCI

ALBERT EINSTEIN COLLEGE OF MEDICINE
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Committee on Clinical Investigations
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Institutional Review Board

Date Submitted: 7/20/2010 1:18:26 PM

Progress Report:	1993 - 042 - 007
MMC No.:	93-12-432
HHC No.:	*01-243
Investigator:	[redacted]
Investigator Phone #:	
Investigator E-Mail:	
Protocol Title:	HUMAN FETAL TISSUE REPOSITORY
Protocol Type:	Clinical Research Study
Review Type:	Expedited Review

Research/Collaborating Sites Recruitment Information

Site Name	Date Initiated	Activity			
		Ongoing	Suspended	Closed	Open for Analysis
JACOBI MEDICAL CENTER (NBHN)	5/1/1993	Y			
MMC: WEILER DIVISION	1/1/1998	Y			
NORTH CENTRAL BRONX HOSPITAL (NBHN)	4/23/2010	Y			
AECOM: LABORATORY/OFFICE	5/1/1998	Y			

[redacted]

Subject Data

Site Name: JACOBI MEDICAL CENTER (NBHN)

Subjects enrolled since last Progress Report review:	93
Total # of subjects enrolled since project initiated:	2451
Total # of subjects now active on protocol:	0
Number of subjects no longer active on protocol - being followed:	0
Number of subjects who withdrew since last Progress Report:	0

Site Name: MMC: WEILER DIVISION

Subjects enrolled since last Progress Report review:	1
Total # of subjects enrolled since project initiated:	26
Total # of subjects now active on protocol:	0
Number of subjects no longer active on protocol - being followed:	0
Number of subjects who withdrew since last Progress Report:	0

Site Name: NORTH CENTRAL BRONX HOSPITAL (NBHN)

Subjects enrolled since last Progress Report review:	7
Total # of subjects enrolled since project initiated:	7
Total # of subjects now active on protocol:	0
Number of subjects no longer active on protocol - being followed:	0
Number of subjects who withdrew since last Progress Report:	0

Site Name: AECOM: LABORATORY/OFFICE

Subjects enrolled since last Progress Report review:	0
Total # of subjects enrolled since project initiated:	0
Total # of subjects now active on protocol:	0
Number of subjects no longer active on protocol - being followed:	0
Number of subjects who withdrew since last Progress Report:	0

[redacted]

Internal Adverse Events

Site Name: JACOBI MEDICAL CENTER (NBHN)

Number of Subjects who died while on protocol, during this Progress Report period:	0
Number of serious adverse events during this Progress Report period:	0
Number of unanticipated adverse events during this Progress Report period:	0

Site Name: MMC: WEILER DIVISION

Number of Subjects who died while on protocol, during this Progress Report period:	0
Number of serious adverse events during this Progress Report period:	0
Number of unanticipated adverse events during this Progress Report period:	0

Site Name: NORTH CENTRAL BRONX HOSPITAL (NBHN)

Number of Subjects who died while on protocol, during this Progress Report period:	0
Number of serious adverse events during this Progress Report period:	0
Number of unanticipated adverse events during this Progress Report period:	0

Site Name: AECOM: LABORATORY/OFFICE

Number of Subjects who died while on protocol, during this Progress Report period:	0
Number of serious adverse events during this Progress Report period:	0
Number of unanticipated adverse events during this Progress Report period:	0

The Principal Investigator has certified that the number of Internal Adverse Events shown above is correct.

[redacted]

Investigator/Key Personnel

Name	COI Required	Payroll	Training Complete	Date
[redacted]	Y	YU	Y	6/1/2007
	Y	YU	Y	5/7/2007

External Sources of Support

Source	Drugs	Devices	Equipment	Supplies	Funding
None					

Amendments require committee approval. Any amendment not yet submitted must be submitted to the CCI office through the normal amendment process. In addition, the P.I. is required to append to this document a bulleted summary of all amendments approved to date.

New Information

Described below, is any information appearing in the literature since the last progress report of this protocol, especially as the findings relate to risks or benefits to the subject or the significance of the research or the development of new treatment modalities. Note: If the study is monitored by a SMB/DSMB, you may substitute a copy of the current statement from the SMB/DSMB indicating that it has reviewed study-wide adverse events, interim findings and recent literature that may be relevant to the research.
N/A

Described below are the preliminary findings, especially noted are any findings that would affect the risk or benefits to research subjects:
N/A

This new information is **NOT APPLICABLE** to the subjects willingness to continue in this protocol.

Termination of Research
None

As Principal Investigator, my signature on the form with respect to this research project certifies the following:

[redacted]

1. Changes to the research project and/or informed consent form, if any, have been submitted to the CCI/IRB.
2. There have been no known medical, legal, or other complications, including no invasion of an individual's privacy, resulting from this research project.
3. Unless specifically waived by the CCI/IRB, a written informed consent form has been obtained for each subject included in the study. One copy has been given to the subject a second copy is in the subject's chart, and a third copy is on file in my office and is available for review.
4. There have been no new findings or other relevant information that adversely alters the risk/benefit for the research, except as already reported to the CCI/IRB.

The following exceptions to the four points above have been entered by the Investigator:

N/A

ELECTRONICALLY ATTACHED DOCUMENTS

None

[redacted] 7/20/2010

Signature of Principal Investigator Date

[redacted] 8/4/10

Signature of Reviewer Date

[redacted]

Exhibit 5.56

EINSTEIN
Albert Einstein College of Medicine
OF YESHIVA UNIVERSITY

Human Fetal Tissue Repository

Science at the heart of medicine

[redacted]

Jack and Pearl Resnick Campus

[redacted]

December 15, 2010

Dear Colleague:

Thank you for your inquiry about receiving specimens from Human Fetal Tissue Repository [hFTR] of the Albert Einstein College of Medicine [AECOM]. In order to expedite filling your request, please provide the hFTR with following information:

- An abstract and brief summary of your IRB-approved human experimentation protocol. Clearly state which tissues you will use for your study and why you must use human tissues -- and human *fetal* tissues in particular.
- A copy of your local IRB approval letter. When filling out your IRB application, be sure to state that you will be receiving tissue from the AECOM hFTR.
- Please read and sign the enclosed *Risk Handling Statement.*
- Please read and sign the *Non-Transplant Human Fetal Tissue Request Form*. Note that the appropriate administrative official of your institution (the "Recipient") and must also sign this agreement. These agreements emphasize several issues:

1. You are responsible for understanding and adhering to appropriate safety standards for the protection of yourself and the laboratory personnel under your supervision who will be handling the human tissue.

2. Unless you are licensed to do so by New York State, you may not distribute any portion of the tissue disbursement or products derived therefrom to colleagues or other investigators. You must refer all such inquiries to the AECOM hFTR.

3. You have agreed to provide specific acknowledgment of the AECOM hFTR in any publications related to the use of these tissues or products derived therefrom.

All requests undergo a review process in the order in which they are received. Upon approval, the tissue order will be shipped to your location as such samples become available to the hFTR. Shipping costs, if applicable, are assumed by the recipient. The AECOM hFTR ordinarily ships specimens via FedEx. We therefore require that you provide us with your FedEx account number.

Please feel free to contact me regarding the status of your request for tissue or with any other questions that you may have. The AECOM hFTR is pleased to be able to provide this specialized service to help facilitate your research program.

Sincerely,

[redacted]

Exhibit 5.57

EINSTEIN
Albert Einstein College of Medicine
OF YESHIVA UNIVERSITY

Albert Einstein College of Medicine of Yeshiva University
[redacted]

Non-Transplant Human Fetal Tissue Request Form

All terms below are defined in the Uniform Biological Material Transfer Agreement published in the Federal Register on March 8, 1995.

1. The BIOLOGICAL MATERIAL, herein, is made available as a service to the research community and is for non-clinical use only.
2. The BIOLOGICAL MATERIAL will be used for teaching and not-for-profit research purposes only and not for any commercial purpose whatsoever.
3. The BIOLOGICAL MATERIAL will not be further distributed to others without the written consent of the Albert Einstein College of Medicine (herein PROVIDER). The RECIPIENT shall refer any request for the BIOLOGICAL MATERIAL to the PROVIDER. To the extent supplies are available, the Human Fetal Tissue Repository will attempt to make the BIOLOGICAL MATERIAL available, under a separate Human Fetal Tissue Request, to other academic scientists who wish to replicate the RECIPIENT SCIENTIST's research.
4. The RECIPIENT agrees to acknowledge the source of the BIOLOGICAL MATERIAL in any publications reporting use of it.
5. Any BIOLOGICAL MATERIAL delivered pursuant to this Human Fetal Tissue Request is understood to be experimental in nature and may have hazardous properties. The PROVIDER MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE BIOLOGICAL MATERIAL WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS. Except to the extent prohibited by law, the RECIPIENT assumes all liability for damages that may arise from its use, storage or disposal of BIOLOGICAL MATERIAL. The PROVIDER will not be liable to the RECIPIENT for any loss, claim or demand made by the RECIPIENT, or made against the RECIPIENT by any other party, due to or arising from the use of the BIOLOGICAL MATERIAL by the RECIPIENT.
6. The RECIPIENT agrees to use the BIOLOGICAL MATERIAL in compliance with all applicable statutes and regulations, including, but not limited to those relating to research involving the use of human and animal subjects or recombinant DNA.
7. The RECIPIENT will pay a transmittal fee of $250 per sample to reimburse the PROVIDER for its preparation and distr bution costs.
8. The RECIPIENT affirms that they have received all necessary approvals for their use of material, including but not limited to RECIPIENT IRB, IACUC, and Biosafety, as applicable.
9. Any changes in the protocol including requests for: additional tissues, for tissues from donors with specific clinical pathologies, or for abortuses with specific anomalies must receive RECIPIENT IRB as well as PROVIDER IRB preapproval.
10. The RECIPIENT and the RECIPIENT SCIENTIST should sign two copies of this form and return both signed copies to the hFTR Director. One fully executed copy will be returned to the RECIPIENT.

BIOLOGICAL MATERIAL

Type of Fetal Tissue	Quantity	Age Range

IRB APPROVAL/EXEMPTION

IRB Protocol #: _____ **IRB Approval Date:** _____

Protocol Title: _____

RECIPIENT SCIENTIST

Institution: _____

Street Address: _____

City: _____ **State:** _____ **Zip:** _____

Name, Recipient Scientist | Academic Title, Recipient Scientist | Signature, Recipient Scientist | Date

RECIPIENT

Institution: _____

Street Address: _____

City: _____ **State:** _____ **Zip:** _____

Name, Authorized Official | Title, Authorized Official | Signature, Authorized Official | Date

REQUIRED APPROVALS

Name, Einstein hFTR Director | Signature, Einstein hFTR Director | Date

Name, Authorized Official | Title, Authorized Official | Signature, Authorized Official | Date