

**IN THE CIRCUIT COURT OF THE TWENTIETH JUDICIAL CIRCUIT
IN AND FOR LEE COUNTY, FLORIDA
CIVIL DIVISION**

EMERY SMITH,

CASE NO. 15-CA-001620

Petitioner/Counter-Respondent,

-v-

EMCYTE CORP.,

Respondent/Counter-Petitioner

And

PATRICK PENNIE,

Respondent.

_____ /

**SUPPLEMENT TO EMCYTE CORP.'S MOTION
TO COMPEL DISCOVERY RESPONSES OR, IN THE
ALTERNATIVE, TO LIMIT USE OF EVIDENCE BY PETITIONER**

Respondent/Counter-Petitioner, EMCYTE CORP., (“EmCyte”) by and through its undersigned counsel, hereby submits its Supplement to its pending Motion to Compel Discovery Responses, or, in the alternative, to Limit the Use of Evidence by Petitioner wherein EmCyte seeks an order of this Court compelling Petitioner/Counter-Respondent, Emery Smith, to fully and completely respond to EmCyte’s Request for Production of Documents and First Set of Interrogatories or, in the alternative, prohibiting Mr. Smith from using any documents which he refuses to provide as evidence in the case at bar or from asserting positions that are inconsistent with his Responses to EmCyte’s Interrogatories or Request for Admissions. In support, EmCyte alleges and states as follows:

STATEMENT OF RELEVANT FACTS

1) EmCyte references and incorporates its Statement of Relevant Facts contained in its Motion to Compel as if the same were fully set forth herein.

A) Petitioner's Relationships With Other Entities Relevant to this Dispute.

1) Cytonics Corporation is owned by Gaetano J. Scuderi, M.D. See Exhibit "C" Deposition of Dr. Scuderi, page 5, Lines 17-25.

2) Cytonics has a Platelet Rich Plasma ("PRP") system known as the APIC PRP System ("APIC PRP"). See Exhibit "C" Deposition of Dr. Scuderi, page 8, lines 11-16.

3) The APIC PRP System competes with the EmCyte PRP system. See Exhibit "C" Deposition of Dr. Scuderi, pages 54, lines 13-25 and 55, lines 1-6; See Attached Exhibit "A" Affidavit of Patrick Pennie.

4) A2Mcyte, LLC has an exclusive license to sell and distribute the APIC PRP System. See Exhibit "C" Deposition of Dr. Scuderi, page 12, lines 17-25.

5) Petitioner's direct competition with EmCyte is reflected in his letter of Intent of May 16, 2015 to Dr. Scuderi wherein Petitioner sought to "... purchase an exclusive worldwide license for APIC System and have first rights of refusal for future Cytonics devices and equipment and patent licensing." In fact, Petitioner claimed to have invested \$150,000 in expenses in two months in furtherance of his business enterprise which competes with EmCyte. See attached Exhibit "D."

6) Petitioner is advising, consulting and representing the interests of A2Mcyte in direct competition with EmCyte. See Exhibit "C" Deposition of Dr. Scuderi, page 13, lines 1-25; page 14, lines 1-25, and page 15, lines 1-5 and 18-20. See Attached Exhibit "A" Affidavit of Patrick Pennie.

7) Emery Smith concealed, hid and kept secret his involvement and participation in A2Mcyte. See Attached Exhibit “A” Affidavit of Patrick Pennie.

8) In response to EmCyte’s discovery request to Petitioner asking for identification of entities in which he was involved, Petitioner failed to disclose his relationship with A2Mcyte. He further refuses to provide any personal financial information, which is part of EmCyte’s Motion to Compel pending before this Court. See attached Composite Exhibit “E” Responses of Emery Smith To EmCyte Corp.’s Request For Production of Document and to Interrogatories.

9) Prior to issuing an exclusive license to A2Mcyte, Cytonics issued a non-exclusive license to its APIC PRP System to A2M Bio, Inc. See Exhibit “C” Deposition of Dr. Scuderi, page 16, lines 13-25.

10) A2M Bio is an entity that was owned, operated and controlled by Petitioner and Anna Stahl. See Exhibit “C” Deposition of Dr. Scuderi, page 17, lines 1-3 and 19-25.

11) Petitioner’s ownership in A2M Bio was concealed from EmCyte and Patrick Pennie. See Attached Exhibit “A” Affidavit of Patrick Pennie.

12) A2M Bio’s webpage and brochures contained false information concerning a Cytonics product which is going through FDA trials, but which is unavailable for sales. See Exhibit “C” Deposition of Dr. Scuderi, pages 18, lines 1-14 and 18-25 and page 19, lines 1-18.

13) LifeForm Healing Research, LLC was owned and controlled by Petitioner (50%) and Anna Stahl (50%). Anna Stahl was a former employee of EmCyte and was a distributor for EmCyte. Petitioner’s ownership in LifeForm was concealed from EmCyte and Patrick Pennie. See Attached Exhibit “A” Affidavit of Patrick Pennie.

14) LifeForm also held a non-exclusive license from Cytonics for the APIC PRP System. See Exhibit “C” Deposition of Dr. Scuderi, page 20, lines 11-25, and page 21, lines 1-4.

15) While Petitioner was an owner, officer, director and employee of EmCyte, Petitioner secretly competed with EmCyte through his involvement in A2Mcyte, A2M Bio and LifeForm. See Attached Exhibit “A” Affidavit of Patrick Pennie.

16) In response to EmCyte’s discovery requests Petitioner failed to disclose his relationship with or in A2M Bio. He further refused to provide any personal financial information so that his profits from A2Mcyte, A2M Bio and LifeForm remain hidden from EmCyte and Patrick Pennie. This refusal is part of EmCyte’s Motion to Compel. See attached Composite Exhibit “E” Responses of Emery Smith To EmCyte Corp.'s Request For Production of Document and to Interrogatories.

17) Petitioner’s direct usurpation of EmCyte’s corporate opportunities, conversion of assets and collection of secret profits to his personal benefit while intentionally causing damage to EmCyte is graphically exhibited in correspondence he exchanged with Ray Johnson of Cytonics. See attached Exhibit “F.”

18) On September 15, 2014, Ray Johnson sent an e-mail to Petitioner and Dr. Scuderi stating, in part, “I want you to know that we are very excited about the opportunity to introduce our APICS System through the EmCyte network of distributors and technical specialists.” Mr. Johnson transmitted a proposed Agency Agreement to be executed between Cytonics and EmCyte. See attached Exhibit “F” (Emphasis Added).

19) The business opportunity with Cytonics was received by Petitioner while he was an owner, officer, director and employee of EmCyte, but he usurped the opportunity by directing it to A2M Bio and never disclosed this opportunity to EmCyte or Patrick Pennie. See Attached Exhibit “A” Affidavit of Patrick Pennie.

20) Instead of sharing the Ray Johnson Communication with EmCyte and Patrick Pennie, Petitioner transmitted the draft Agency Agreement to Anna Stahl and Angel Oliferuk explaining: “ok here is the agreement. I will change it from emcyte to lifeform.” See attached Exhibit “F” (Emphasis Added). Petitioner then directly usurped EmCyte’s corporate opportunity with Cytonics by directing Ray Johnson to substitute LifeForm for EmCyte in the Agency Agreement. See Attached Exhibit “G” and “H” (Sales Agency Agreement”.

21) Petitioner’s intentional and secret breach of his fiduciary duties is further evidenced by his e-mail of March 30, 2015 to Dr. Scuderi, Anna Stahl and Angel Oliferuk wherein Petitioner brags about his clandestine actions to Dr. Scuderi when discussing his purchase of a booth space for A2M Bio at a Naples convention. Petitioner communicated his intent to send “... every Doctor there to the (A2M Bio) booth...” Petitioner’s ongoing intent to deceive EmCyte and to disseminate false information concerning EmCyte is blatantly demonstrated by his statements that “... **My EmCyte partner may be floating around and some other EmCyte Spies, so we will work from the inside, I am dissolving EmCyte by September by the way, that’s confidential:)** LifeForm has a booth there so everyone that comes will be informed about this new system over there at the new A2M Bio booth:)) See LOGO Below ... should clean house nicely since we know the present and the entire board of directors are our friends.” (Emphasis Added) See Composite Exhibit “I.”

22) Petitioner’s scheme to make secret profits from competing products, usurping corporate opportunities of EmCyte, directing what should have been EmCyte business to A2M Bio and, shockingly, spreading false rumors that he would be dissolving EmCyte by September 2015 are evidenced by Petitioner’s own written words. See Exhibit “I.”

23) To further the business of A2M Bio, Petitioner utilized known distributors of EmCyte. See attached Composite Exhibit “J.” As the APIC PRP System competes with EmCyte’s PRP System, the use of EmCyte’s distributors negatively impacts EmCyte’s business. See Attached Exhibit “A” Affidavit of Patrick Pennie.

24) Petitioner has been aggressively marketing the APIC PRP System by traveling the country attending conventions, doing training and even television spots. See attached Exhibit “K.”

25) LifeForm was formed as a Texas limited liability company on or around January 31, 2014. See Attached Exhibit “L.” Anna Stahl caused an Application by Foreign Limited Liability Company for Authorization to Transact Business in Florida to be filed on January 27, 2016. See Attached Exhibit “L” (LifeForm registration of a Foreign Entity in Florida).

26) At all relevant times, LifeForm was a distributor of EmCyte’s PRP System. It was represented to EmCyte and Patrick Pennie that LifeForm was owned exclusively by Anna Stahl. See Attached Exhibit “A” Affidavit of Patrick Pennie.

27) LifeForm was prohibited from distributing products that competed with EmCyte under the terms and conditions of LifeForm’s distribution agreement with EmCyte. LifeForm’s relationship with Cytonics was concealed from EmCyte and Patrick Pennie. See Attached Exhibit “A” Affidavit of Patrick Pennie.

28) LifeForm obtained a non-exclusive license to sell the APIC PRP System, which competes with the EmCyte PRP System. See Attached Exhibit “M.”

29) While acting as a distributor for EmCyte, and prior to revealing Petitioner’s involvement in LifeForm, it sold or distributed EmCyte products and failed to pay for them. LifeForm owes EmCyte \$147,739.07 for EmCyte products sold or distributed and not paid for by

LifeForm. See Attached Exhibit “N.” LifeForm ceased operating, making it unlikely that the debt to EmCyte will be paid. See Attached Exhibit “A” Affidavit of Patrick Pennie.

30) When LifeForm failed to pay its debts to EmCyte in the summer of 2015, Anna Stahl revealed to Patrick Pennie for the first time that Emery Smith was an owner of LifeForm. See Attached Exhibit “A” Affidavit of Patrick Pennie.

31) Upon further investigation EmCyte determined that LifeForm had been converting direct sale customers of EmCyte to direct sale customers of LifeForm without EmCyte’s knowledge or consent. The damage caused to EmCyte by LifeForm’s conversion of EmCyte’s direct sale customers is at least \$164,695.00. See attached Exhibit “O” and See Attached Exhibit “A” Affidavit of Patrick Pennie.

32) The full magnitude of the damage caused to EmCyte by Petitioner’s involvement in LifeForm has yet to be determined, but LifeForm collected over \$2.5 million over a seventeen month period while Petitioner was involved. Petitioner owned a half interest in that \$2.5 million of revenue stream. See Attached Composite Exhibit “P” (Summary of Bank Statements and LifeForm Tax Return); See Attached Exhibit “A” Affidavit of Patrick Pennie.

33) Petitioner’s acknowledgement of his breach of his fiduciary duties to EmCyte and to Patrick Pennie was memorialized by his demand letter written on September 11, 2015 to Anna Stahl. Petitioner demanded that “I am a 50% owner of LifeForm. I’m a 50% shareholder, I have the rights to review any books and records of at any time.” His correspondence of September 11, 2015 identifies himself as “Owner and Shareholder” of both LifeForm and EmCyte. See attached Composite Exhibit “Q.”

34) Petitioner’s demand for LifeForm financial information that was directed to Anna Stahl was copied to Petitioner’s counsel, Rick Alvarez. However, in response to EmCyte’s

Interrogatory Request No. 7, Petitioner refused to provide any information on LifeForm. See attached Composite Exhibit “E” Responses of Emery Smith To EmCyte Corp.'s Request For Production of Document and to Interrogatories.

35) Anna Stahl voluntarily provided EmCyte with corporate and financial records of LifeForm after disclosing to Patrick Pennie that Petitioner owned 50% of LifeForm. All of the records provided by Anna Stahl were subsequently provided to Petitioner, despite the fact that he owns, or owned, Fifty percent (50%) of LifeForm. See Attached Exhibit “A” Affidavit of Patrick Pennie.

36) In correspondence to Anna Stahl’s attorney, Petitioner acknowledged the LifeForm debt to EmCyte and stated that “since I will be solely responsible for EmCyte’s debt with LifeForm, approximately \$200,000, Ms. Stahl will need to pay all credit card debt (approx. 40K) and the remaining portion of her 50% debt from LifeForm owed to EmCyte will be paid to myself relinquishing her responsibility to EmCyte.” See attached Composite Exhibit “R.” No payments have been made to EmCyte by or on behalf of LifeForm. See Attached Exhibit “A” Affidavit of Patrick Pennie.

37) In an effort to conceal his ownership interest in, and control over A2M Bio, Inc., Petitioner further demanded that his mother be “added on as a 50% shareholder in A2M Bio Inc.” See attached Composite Exhibit “R.”

38) Petitioner has engaged in selling, promoting and distributing the APIC PRP System, in competition with EmCyte’s PRP System through LifeForm, A2M Bio and now A2Mcyte. See Attached Exhibit “A” Affidavit of Patrick Pennie; and Exhibits “C” through “R” inclusive.

39) Bio Healix is an entity owned and controlled by Petitioner, however, when challenged over concerns about his ownership in Bio Healix by Patrick Pennie, Petitioner disavowed ownership therein. See Attached Exhibit “S” and See Attached Exhibit “A” Affidavit of Patrick Pennie. Specifically, Petitioner texted the following to Patrick Pennie in November of 2014: “Biohealix was to help a dire friend back on her feet with cosmetics no Biologics, its dissolved ! and cell cure never got up and was dissolved as well. All documented. I’m not going to compete with my own company, that is a wrong perception. I have nothing but EmCyte. I meet every day with docs for EmCyte, EmCyte is pat and emery so we benefit not just me or you.” While telling Mr. Pennie that Biohealix wasn’t his (for a dire friend) and that it was dissolved, it was not only open and operating, but fully owned by Petitioner and directly competing with EmCyte. While telling Mr. Pennie that he wouldn’t compete with EmCyte, he was secretly involved with A2M Bio, LifeForm, Bio Healix, CRT/Ultra Intelligence. His false representations were designed to mislead Mr. Pennie while he was actually doing all that he could to benefit himself to the detriment of EmCyte. See Attached Exhibit “A” Affidavit of Patrick Pennie.

40) Petitioner competed with EmCyte through his use of Bio Healix and used it as the vehicle to bill customers who were actually EmCyte customers (Paul Paredes, APM Spine and Sports Physicians and Juliet D. Burry) while denying its existence. See attached Exhibit “T” and See Attached Exhibit “A” Affidavit of Patrick Pennie. Petitioner continues to list ownership of Bio Healix, along with a number of other entities, on this LinkedIn page. See attached Exhibit “U.”

41) Ultra Intelligence Corporation, LLC is a Delaware limited liability company (“Ultra Intelligence”) formed by or on behalf of Petitioner on January 9, 2014. See Attached Exhibit “V.”

42) Petitioner caused Ultra Intelligence to become a member of a limited liability company known as Canine Regenerative Therapies, LLC (“CRT”). CRT was initially formed through a filing with the State of New Jersey on or around March 21, 2014. New Jersey subsequently expunged the formation of CRT. See Attached Exhibits “W” and “X.”

43) The role of Petitioner and Ultra Intelligence in CRT was knowingly concealed and secreted from EmCyte and Mr. Pennie. See Attached Exhibit “A” Affidavit of Patrick Pennie. Petitioner misrepresented to CRT that he had the authority and permission of Patrick Pennie to participate in CRT.

44) Petitioner was an officer, director and shareholder in EmCyte during the time that he formed Ultra Intelligence and caused Ultra Intelligence to become a member of CRT.

45) Petitioner was an officer, director and shareholder in EmCyte and a member of CRT, through his ownership of Ultra Intelligence, when CRT negotiated and ultimately entered into a Distribution Agreement with EmCyte. See Attached Exhibit “Y.”

46) The negotiation and ultimate execution of CRT’s Distribution Agreement with EmCyte was done without EmCyte or Mr. Pennie being informed of, or even aware of Petitioner’s ownership interest in Ultra Intelligence or CRT. See Attached Exhibit “A” Affidavit of Patrick Pennie.

47) Petitioner secretly executed a letter agreement on behalf of EmCyte with CRT on March 5, 2015, to create a new Distribution Agreement between CRT, now formed in Maryland,

and EmCyte. See Attached Exhibit “Z.” The letter agreement was not disclosed to Mr. Pennie or to EmCyte. See Attached Exhibit “A” Affidavit of Patrick Pennie.

B) Petitioner’s Misrepresentations Concerning His Entity Ownerships.

48) Petitioner’s verified response to EmCyte’s Interrogatory No. 6 asking him to “[I]dentify all entities in which you owned an interest in during the period commencing January 1, 2010, through the present” stated “SMITH owned an interest in the following entities after January 1, 2010: (a) EMCYTE CORP.; (b) Perfusion Partners & Associates, Inc.; (c) EmCyte Group, LLC; (d) Gian Biologics, LLC; (e) Bio Healix Research, LLC; (f) Ultra Intelligence Corporation, LLC; (g) CELLF Cure, Inc.; (h) Hydro Healix, Inc.; (i) The Human Cure Foundation, Inc.; and (j) LifeForm Healing Research, LLC. See attached Composite Exhibit “E” Responses of Emery Smith To EmCyte Corp.'s Request For Production of Document and to Interrogatories.

49) Petitioner’s LinkedIn webpage discloses his claimed ownership or participation in the following entities which were **NOT** included in his verified Interrogatory responses: (1) Gian Medical Ltd.; (2) Bakhtar Technologies, LLC; (3) XMS Research Laboratories; (4) Luminec Corp.; (5) Amnion Animal Science Corp; (6) Exactech; (7) CSETI; and (8) National Veterans Rights Association. See Attached Exhibits “E” and “U.” Exactech is a customer and client of EmCyte. See Attached Exhibit “A” Affidavit of Patrick Pennie.

50) Petitioner’s “resume” identifies his claimed ownership or participation in the following entities which were **NOT** disclosed in **either** his verified Interrogatory responses or his LinkedIn webpage: (1) CardioGenesis Corp; (2) Animal Cure Foundation; (3) Canine Regenerative Therapies; (4) Electro Healix Research, LLC; and (5) Aqua Healix Research LLC. See Attached Exhibits “E” and “AA” (Petitioner’s resume).

C) **Petitioner's Discovery Responses Relating to His Entities.**

51) Petitioner failed to disclose his ownership interest or participation in A2Mcyte or A2M Bio in his verified Interrogatory responses. See attached Composite Exhibit "E" Responses of Emery Smith To EmCyte Corp.'s Request For Production of Document and to Interrogatories.

52) Petitioner's discovery responses are inconsistent with his true ownership, participation and involvement in the entities listed herein. In addition to misrepresenting the entities in which he has been involved since July of 2010, Petitioner is refusing to provide information that is directly relevant to this dispute which he initiated. The relevant discovery responses are as follows:

1) **EmCyte's Request for Production of Documents:**

a) **Request No. 6.** All documents relating to your ownership interest in any entity between January 2010 and the present.

Response. Objection as this request is overly broad, is not reasonably calculated to lead to the discovery of admissible evidence and threatens to oppress and unduly burden SMITH.

b) **Request No. 7.** All tax returns filed by you or on your own behalf or as to any entity in which you have owned an interest since January 2010.

Response. "Objection as this request is overly broad, is not reasonably calculated to lead to the discovery of admissible evidence, and seeks information which is irrelevant and is protected from disclosure under Article I, Section 23 of the Florida Constitution ... **SMITH neither possesses nor controls tax returns for entities in which he had ownership after January 1, 2010.**" (Emphasis Added).

c) **Request No. 11.** All documents evidencing any attempt to obtain a loan for yourself or any entity in which you own an interest since January 1, 2010.

Response. "Objection as this request is overly broad, is not reasonable calculated to lead to the discovery of admissible evidence and

threatens to oppress and unduly burden SMITH. **SMITH neither possesses nor controls any loan applications by entities in which he had ownership after January 1, 2010.**” (Emphasis Added).

- 2) EmCyte’s Interrogatories:
- a) Interrogatory No. 7. Identify all income that you have received from whatever source from January 1, 2010, through the request.

Response. Objection as this interrogatory is overly broad, is not reasonably calculated to lead to the discovery of admissible evidence, and seeks information which is irrelevant and protected from disclosure under Article I, Section 23 of the Florida Constitution.

- 3) EmCyte’s Request for Admissions:
- a) Request No. 11. Admit that you intended to share in the profits of Canine Regenerative Therapies through ownership of Ultra Intelligence.

Response. Admitted.

- b) Request No. 12. Admit that you at the time that you owned your interest in Ultra Intelligence and in Canine Regenerative Therapies, you intended to share in the profits of EmCyte.

Response. Admitted.

- c) Request No. 17. Admit that you intended to use EmCyte’s financial information and records for purposes of your business interests in Ultra Intelligence and Canine Regenerative Therapies.

Response. Objection as this request assumes facts which are either untrue or unproven, specifically that SMITH previously received financial information and records from and regarding EmCyte Corp. However, without waiving this objection, the Request is denied.

53) Petitioner’s determination to cloak his ongoing and continuing activities was further evidenced by his Objection to the non-party discovery served by EmCyte on the following entities:

- 1) Ultra Intelligence Corporation, LLC;
- 2) LifeForm Healing Research, LLC;
- 3) CELLF Cure, Inc;
- 4) A2M Bio, Inc.;

- 5) Cytonics Biotech, LLC; and
- 6) Cytonics Corporation.

ARGUMENTS

54) EmCyte's Request for Production of Documents Nos. 6 (All documents relating to your ownership interest in any entity between January 2010 and the present), 7 (All tax returns filed by you or on your own behalf or as to any entity in which you have owned an interest since January 2010), 11 (All documents evidencing any attempt to obtain a loan for yourself or any entity in which you own an interest since January 1, 2010) and its Interrogatory No. 11 (Identify all income that you have received from whatever source from January 1, 2010, through the request) must be fully and completely responded to by Petitioner.

55) Petitioner, by his own admission in varying forums, owns interests in the following entities for which he must be required to answer EmCyte's discovery responses:

- a. Bio Healix Research, LLC;
- b. Ultra Intelligence Corporation, LLC;
- c. CELLF Cure, Inc.;
- d. Hydro Healix, Inc.;
- e. The Human Cure Foundation, Inc.;
- f. LifeForm Healing Research, LLC.;
- g. Gian Medical Ltd.;
- h. Bakhtar Technologies, LLC;
- i. XMS Research Laboratories;
- j. Luminec Corp.;
- k. Amnion Animal Science Corp;
- l. Exactech;
- m. CSETI;
- n. CardioGenesis Corp;
- o. Animal Cure Foundation;
- p. Canine Regenerative Therapies;
- q. Electro Healix Research, LLC;
- r. Aqua Healix Research LLC.

56) Further, based upon his ownership, participation and financial involvement in A2Mcyte and A2M Bio, Petitioner must be compelled to fully and completely respond to

EmCyte's Requests for Production of Documents Nos. 6 (All documents relating to your ownership interest in any entity between January 2010 and the present), 7 (All tax returns filed by you or on your own behalf or as to any entity in which you have owned an interest since January 2010), 11 (All documents evidencing any attempt to obtain a loan for yourself or any entity in which you own an interest since January 1, 2010) and its Interrogatory No. 11 (Identify all income that you have received from whatever source from January 1, 2010, through the request) must be fully and completely responded to by Petitioner.

WHEREFORE, EmCyte Corp. respectfully requests that this Court grant its Motion to Compel Petitioner/Counter-Respondent, Emery Smith, to fully and completely respond to EmCyte's Request for Production of Documents and First Set of Interrogatories or, in the alternative, prohibiting Mr. Smith from using any documents which he refuses to provide as evidence in the case at bar or from asserting positions that are inconsistent with his Responses to EmCyte's Interrogatories or Request for Admissions, and for such other equitable relief as this Court may allow.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been filed through the Court's E-portal filing system and notice will be served electronically to all counsel of record on this 13th day of September, 2016.

Respectfully Submitted,

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IN AND FOR LEE COUNTY, FLORIDA**

EMERY SMITH,

Petitioner/Counter-Defendant,

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Case No.: 15-CA-001620

EMCYTE CORP.,

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and

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AFFIDAVIT OF PATRICK PENNIE

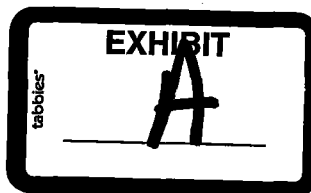
BEFORE ME, the undersigned authority, personally appeared Patrick Pennie, who after being duly sworn, deposes and states as follows:

1. I, Patrick Pennie, am over the age of eighteen (18) and am otherwise competent to make the statements in this affidavit.

2. All matters stated in this affidavit are based upon my own personal knowledge or knowledge based upon business records that are regularly maintained by EmCyte Corporation ("EmCyte") made at or near the time by, or from information transmitted by, a person with knowledge. Further, such business records are kept in the course of regularly conducted business activity of EmCyte and it is the regular practice of EmCyte to make such business records. I routinely rely on such business records in the usual course of my business activity.

3. I am making this affidavit in support of Emcyte Corp.'s Motion for Partial Summary Judgment As to Liability on Counter-Claim Counts I, IV, V and VI (the "Motion").

4. EmCyte is a Florida corporation that was formed on or around February 19, 2008.



5. I, along with David Buzenius, was one of the founders and original owners of EmCyte.

6. I have been the Chairman and an officer, director, majority shareholder and employee of EmCyte since its inception.

7. Emery Smith ("Smith") was not an original owner of EmCyte, and contributed no capital to EmCyte. EmCyte was capitalized by me alone.

8. During all times relevant to this dispute, Mr. Smith held himself out to the public as being an officer, director, shareholder and employee of EmCyte.

9. Mr. Smith knows or possesses confidential trade secret information and proprietary methods of EmCyte.

10. Cytonics Corporation's APIC PRP System competes with EmCyte's PRP System.

11. Emery Smith concealed, hid and kept secret his involvement and participation in A2Mcyte.

12. Emery Smith is advising, consulting and representing the interests of A2Mcyte in direct competition with EmCyte.

13. Emery Smith concealed, hid and kept secret his involvement and participation in A2M Bio, Inc.

14. The Cytonics communication from Ray Johnson of September 15, 2014 evidencing Petitioner's usurpation of an EmCyte corporate opportunity was made while Petitioner was an owner, officer, director and employee of EmCyte. The communications from Cytonics were never disclosed to EmCyte or to me.

15. To further the business of A2M Bio, Petitioner utilized known distributors of EmCyte, including Mills Rich. As the APIC PRP System competes with EmCyte's PRP System, the use of EmCyte's distributors negatively impacts EmCyte's business.

16. Emery Smith concealed, hid and kept secret his involvement and participation in LifeForm Healing Research, LLC. ("LifeForm").

17. LifeForm was a distributor of EmCyte and it was prohibited from distributing products that competed with EmCyte under the terms of its distribution agreement.

18. Prior to Emery Smith's initiation of this lawsuit, Anna Stahl represented to me that she was the sole owner of LifeForm.

19. Subsequent to Emery Smith's initiation of this lawsuit, Anna Stahl informed me for the first time that Emery Smith was an owner of Fifty percent (50%) of LifeForm and provided documents voluntarily evidencing Emery Smith's ownership in LifeForm.

20. LifeForm converted customers of EmCyte to its own use and profit while Emery Smith was an owner of LifeForm and an officer, director, shareholder and employee of EmCyte.

21. LifeForm sold EmCyte products and failed to pay for them while Emery Smith was an owner of LifeForm and an officer, director, shareholder and employee of EmCyte. The LifeForm debt to EmCyte remains due and owing and no arrangements for payment have been made by or on behalf of LifeForm.

22. Emery Smith's self-dealing, conversion of assets, including usurpation of corporate opportunities, and taking secret profits have damaged EmCyte.

23. LifeForm had a non-exclusive license to sell the APIC PRP System, which was in direct competition with the EmCyte PRP System.

24. At all relevant times, LifeForm was a distributor of EmCyte's PRP System. It was represented to me on numerous occasions that LifeForm was owned exclusively by Anna Stahl. LifeForm's relationship with Emery Smith and Cytonics was concealed from me.

25. Emery Smith caused LifeForm and Bio Healix to:

- 1) take certain direct-sale customers from EmCyte;
- 2) run up accounts receivable to EmCyte and default (LifeForm); and
- 3) interfere with EmCyte's other distributors.

26. EmCyte's records reveal that \$164,695.00 in direct sale customers were taken from EmCyte by LifeForm during the time that I now know that Emery Smith was involved in both entities. LifeForm owes EmCyte approximately \$147,739.07 for EmCyte products which were sold by LifeForm but for which LifeForm did not pay EmCyte.

27. Upon further investigation it was determined that LifeForm had been converting direct sale customers of EmCyte to direct sale customers of LifeForm without EmCyte's knowledge or consent. The damage caused to EmCyte by LifeForm's conversion of EmCyte's customers is at least \$164,695.00.

28. The bank statement information on LifeForm provided by Anna Stahl reveals that LifeForm collected over \$2.5 million over a seventeen month period during which time Emery Smith was a secret, undisclosed owner in LifeForm.

29. Bio Healix is an entity owned and controlled by Petitioner, however, when I challenged Petitioner about his ownership in Bio Healix, he disavowed ownership therein. Petitioner communicated to me that he had established Bio Healix as a favor for a friend and that it wasn't being used.

30. Specifically, Petitioner texted the following to me in November of 2014:
"Biohealix was to help a dire friend back on her feet with cosmetics no Biologics, its dissolved !

and cell cure never got up and was dissolved as well. All documented. I'm not going to compete with my own company, that is a wrong perception. I have nothing but EmCyte. I meet every day with docs for EmCyte, EmCyte is pat and emery so we benefit not just me or you." See Attached Exhibit "A." While telling me that Biohealix wasn't his (for a dire friend) and that it was dissolved, Bio Healix was actually being operated by Petitioner to directly and secretly compete with EmCyte. While telling me that he wouldn't compete with EmCyte, Petitioner was secretly competing with EmCyte through his ownership or participation in A2M Bio, LifeForm, Bio Healix, CRT/Ultra Intelligence. Petitioner's false representations were designed to mislead me while he was actually doing all that he could to benefit himself to the detriment of me and EmCyte.

31. Petitioner competed with EmCyte through his use of Bio Healix and used it as the vehicle to bill customers who were actually EmCyte customers (Paul Paredes, APM Spine and Sports Physicians and Juliet D. Burry) while denying its existence. Petitioner continues to use the Bio Healix entity to hide his secret profit taking and clandestine activities. He continues to list ownership of Bio Healix on this LinkedIn page.

32. Petitioner caused Ultra Intelligence to become a member of a limited liability company known as Canine Regenerative Therapies, LLC ("CRT").

33. Petitioner's ownership of Ultra Intelligence and in CRT was hidden, concealed and secreted from me.

34. Petitioner was an officer, director and shareholder in EmCyte during the time that he formed Ultra Intelligence and caused Ultra Intelligence to become a member of CRT.

35. Petitioner was an officer, director and shareholder in EmCyte and a member of CRT, through his ownership of Ultra Intelligence, when CRT negotiated and ultimately entered into a Distribution Agreement with EmCyte.

36. The negotiation and ultimate execution of CRT's Distribution Agreement with EmCyte was done without my being informed of, or even aware of Petitioner's ownership interest in Ultra Intelligence or CRT.

37. Petitioner secretly executed a letter agreement on behalf of EmCyte with CRT on March 5, 2015, to create a new Distribution Agreement between CRT, now formed in Maryland, and EmCyte. The letter agreement was not disclosed to me by Petitioner. The letter agreement was done for the benefit of Petitioner individually and to the detriment of EmCyte.

38. I was unaware of Emery Smith's involvement in Ultra Intelligence and CRT until representatives of CRT contacted me and disclosed this information to me.

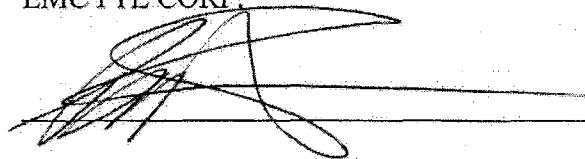
39. In disclosing Emery Smith's involvement in Ultra Intelligence and CRT, I was informed that Emery Smith had misrepresented to CRT representatives that he had full authority from me to participate in CRT, which was untrue.

40. By and through his actions and involvement in A2Mcyte, A2M Bio, LifeForm, Bio Helix and others, Petitioner converted EmCyte's assets, usurped EmCyte's corporate opportunities for his own self-dealing and secret benefit to the detriment of EmCyte.

FURTHER AFFIANT SAYETH NOT.

DATED: September 9, 2016

EMCYTE CORP.

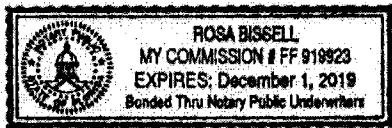


By: Patrick Pennie

Title: Chairman

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was sworn and subscribed before me this 9th day of
September, 2016, by Patrick Pennie, in his capacity as Chairman of EmCyte Corp., who is
personally known to me or produced FLORIDA DRIVER'S LICENSE as identification.



[Handwritten Signature]

Notary Public

ROSA BISSELL

Name Printed

My Commission Expires: DEC 1, 2019

You should communicate with me. Biohealix was to help a dire friend back on her feet with cosmetics n o Biologics, its dissolved ! and cell cure never got u p and was dissolved as well. All documented. I'm n ot going to compete with my own company, that is a wrong perception. I have nothing but EmCyte. I meet every day with docs for EmCyte, EmCyte is p at and emery so we benefit not just me or you. You wanting to use this expense email thing as an excu se to dissolve Gian is a good strategic move to try eliminate Gian. And our business connection. I kno w more then you think about your dealings also wit h EmCyte and your plan with Ken. I have monthly r eports of EmCyte. You took me off EmCyte to hide the funding you have going out. I don't care that yo u steal. I am not that person to judge,you do what y ou have to do. However trying to character assassi nate me to everyone is not a good move. You have a lot of enemies me not being one of them. You ne ed to be upfront with me moving forward. I don't ev en use EmCyte account per your request . I give yo u all the space you need and don't ask questions, s o I don't stress you or production. Now I give you te n feet you take a mile , pat you underestimate me. Do right thing. If not it will be costly for both on a pe rsonal and business level. Let's not repeat Dave or cyto medics. I know you think Ken is bullet proof. N o one is. Let's answer all of our questions to each o ther honestly. I can open anything up to you I have not cheated you. I'm still face of EmCyte. No matter what you believe. You want me in EmCyte dissecti ng it everyday? Or you want to continue way it is? You want me out? Be a man say so, i don't want yo u out yet. It would be stupid to bring the lawyers an d forensics in, amongst other personal related subj ects. I open for all discussions at this point. I have no problem divulging my daily activities and expens es in fact I want it documented not only on my end but EmCytes end. That way you couldn't pull this s hit.



To:
Subject:

PO 80000018813

From: Patricia Adkins
Wednesday, February 20, 2008 2:21 PM Page 1 of 6

Florida Department of State
Division of Corporations
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EMCYTE CORP.

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From: Patricia Tadlock

Wednesday, February 20, 2008 2:21 PM Page: 2 of 6

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PAGE 001/001

Florida Dept of State



February 20, 2008

CORPDIRECT AGENTS, INC.

SUBJECT: EMCYTE CORP.
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FLORIDA DEPARTMENT OF STATE
Division of Corporations

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We received your electronically transmitted document. However, the document has not been filed. Please make the following corrections and refax the complete document, including the electronic filing cover sheet.

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To:
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From: Patricia Tadlock

Wednesday, February 20, 2008 2:21 PM Page: 3 of 6

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**ARTICLES OF INCORPORATION
OF
EMCYTE CORP.**

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The undersigned incorporator hereby executes these Articles of Incorporation for the purpose of forming a corporation for profit in accordance with the laws of the State of Florida.

**ARTICLE I
Name**

The name of this corporation shall be: **EMCYTE CORP.**

**ARTICLE II
Principal Office and Mailing Address**

The address of the principal office and the mailing address of this corporation shall be:

PRINCIPAL OFFICE	MAILING ADDRESS
6227 Foxfire Lane Fort Myers, Florida 33912	6227 Foxfire Lane Fort Myers, Florida 33912

**ARTICLE III
Purposes and Duration**

The general purpose for which this corporation is organized is the transaction of any and all lawful business for which corporations may be incorporated under the Business Corporation Act of the State of Florida, and any amendments thereto, and in connection therewith, this corporation shall have and may exercise any and all powers conferred from time to time by law upon corporations formed under such Act. This corporation shall have perpetual existence.

**ARTICLE IV
Capital Stock**

The Corporation is authorized to issue 10,000 shares of \$0.01 par value common stock, which shall be designated Common Stock.

(TP333919;1)

H08000043463 3

To:
Subject

From: Patricia Tadlock

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**ARTICLES OF INCORPORATION
EMCYTE CORP.
PAGE 2**

**ARTICLE V
Initial Board of Directors**

The initial Board of Directors of this corporation shall consist of two (2) member, such member to hold office until his successor or successors have been duly elected and qualified. The name and street address of the initial director are:

<u>Name</u>	<u>Address</u>
David Buzenius	6227 Foxfire Lane Fort Myers, Florida 33912
Patrick Pennie	5428 Harbour Castle Drive Fort Myers, Florida 33907

**ARTICLE VI
Registered Office and Registered Agent**

The initial registered office of this corporation shall be located at 515 E. Park Avenue, Tallahassee, Florida 32301 and the initial registered agent of this corporation at such office shall be CorpDirect Agents, Inc. This corporation shall have the right to change such registered agent and such registered office from time to time, as provided by law.

**ARTICLE VII
Incorporator**

The name and street address of the incorporator making these Articles of Incorporation are:

<u>Name</u>	<u>Address</u>
Kenneth G. M. Mather, Esq.	SunTrust Financial Centre 401 E. Jackson Street, Suite 1700 Tampa, Florida 33602

(TP333919;1)

H08000043463 3

To:
Subject

From: Patricia Tadlock

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**ARTICLES OF INCORPORATION
EMCYTE CORP.
PAGE 3**

**ARTICLE VIII
By-Laws**

The power to adopt the by-laws of this corporation, to alter, amend or repeal the by-laws, or to adopt new by-laws, shall be vested in the Board of Directors of this corporation.

**ARTICLE IX
Amendment of Articles of Incorporation**

This corporation reserves the right to amend, alter, change or repeal any provisions contained in these Articles of Incorporation in the manner now or hereafter prescribed by statute, and all rights conferred upon the stockholders herein are subject to this reservation.

IN WITNESS WHEREOF, the undersigned incorporator has executed these Articles of Incorporation for the uses and purposes therein stated.

Dated this 31st day of January, 2008.



Kenneth G. M. Mather Esq.
Authorized Representative

To:
Subject:

From: Patricia Tadlock

Wednesday, February 20, 2008 2:21 PM Page: 6 of 6

H08000043463 3

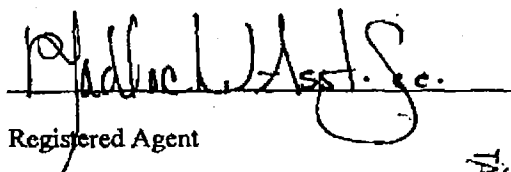
**ARTICLES OF INCORPORATION
EMCYTE CORP.
PAGE 4**

EMCYTE CORP.

ACCEPTANCE OF SERVICE AS REGISTERED AGENT

The undersigned, CorpDirect Agents, Inc., having been named as registered agent to accept service of process for the above-named corporation at the registered office designated in the Articles of Incorporation, hereby agrees and consents to act in that capacity. The undersigned is familiar with and accepts the duties and obligations of such position.

Dated this 19th day of February, 2008.


Registered Agent

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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1 Q. Okay. We have -- I want to introduce you to
2 Andrew Lennox that's on the phone as well.

3 A. Who is she?

4 Q. Andrew Lennox.

5 A. Who is he?

6 Q. He represents --

7 MR. LENNOX: Patrick Pennie.

8 A. Who?

9 Q. Patrick Pennie.

10 A. Who's that?

11 Q. He's with one of the Respondents in this
12 lawsuit. If you can start off telling us a little about
13 your practice as an introduction.

14 A. I don't understand what you mean by practice.

15 Q. Your medical practice here at your office.

16 A. I'm an orthopedic spine surgeon.

17 Q. Okay. Are you currently at all employed with
18 Cytonics Corporation?

19 A. Yes.

20 Q. What is your title there?

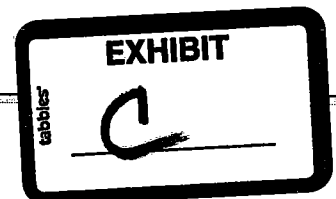
21 A. I'm the founder, president, consultant.

22 Q. What are your responsibilities?

23 A. I run the whole company.

24 Q. Can you be a little more detailed?

25 A. I run the whole company.



1 **Corporation have?**

2 A. Two.

3 **Q. Who are they?**

4 A. Me and Katy Lucey.

5 **Q. Is that her full name?**

6 A. Yes.

7 **Q. Okay. So what services does Cytonics provide?**

8 A. What services does Cytonics provide?

9 **Q. Yes.**

10 A. Doesn't provide any services.

11 **Q. What products does it provide?**

12 A. It doesn't provide any products any more. It
13 licensed a PRP System, the APIC PRP System in the end of
14 October of 2015.

15 **Q. That's when the license was drafted and signed?**

16 A. Yes.

17 **Q. Okay. Does Cytonics distribute or ship any
18 products, manufacture for other people?**

19 A. No.

20 **Q. Other entities?**

21 A. No.

22 **Q. Does Cytonics advertise any other products for
23 other entities?**

24 A. Doesn't advertise any products.

25 **Q. Okay. So the product that you mentioned, is it**

1 summer or fall.

2 **Q. You're point to the pool card in yellow?**

3 A. Yah, and told me that it was an EmCyte product.
4 Accelerated Biologics is a distributor for and they
5 sell EmCyte products.

6 **Q. And this information that you're basing your**
7 **opinion on was only gathered from that one booth that**
8 **one instance?**

9 A. Well, this one and then a different --

10 **Q. Yes.**

11 A. -- booth, different time for that one, same
12 story.

13 **Q. And have you spoken to Emery Smith regarding**
14 **these two products?**

15 A. I mentioned it to him because it was -- because
16 I know that he was involved in EmCyte, and I thought
17 somehow he was involved in developing products using A2M
18 technology and selling them.

19 **Q. Are you sure he -- when you say he was involved,**
20 **was he involved with his -- as a representative of**
21 **EmCyte Corporation or one of his other entities?**

22 A. This is potentially a competitive product to the
23 one that I understood he was licensing from me in a
24 non-exclusive patent. Do you understand?

25 **Q. Yes.**

1 A. I just figured some guy that I don't know, Emery
2 Smith, comes to my lab a couple of years ago and says he
3 wants to license the products. He licensed my PRP
4 System non exclusively; and then all of a sudden I hear
5 that EmCyte is also selling now a product and they're
6 advertising A2M, which we were not.

7 Q. Turning back to the pending application that you
8 have wherein your patent attorney had that interview
9 with the examiner who did not come to an agreement with
10 your patent attorney; so it's the pending application,
11 which is Exhibit 5, that's the 14/380,234. Do you know
12 which one I'm talking about?

13 A. Yes, the one from March 1st.

14 Q. Yes. Would these products be covered by that
15 patent application, by the current claims of that
16 application?

17 A. Yes.

18 MR. LEAHU: Yes, okay. I have no further
19 questions.

20 MR. ALVAREZ: Sir, I have one follow-up just to
21 be clear, maybe two.

22 - - - -

1 learning about our science, we signed confidentiality
2 agreements with, non-disclosure agreements about our
3 sciences while we were filing patents.

4 **Q. Okay. And for that APIC product, did you have**
5 **suppliers for parts for that?**

6 A. Yes.

7 **Q. Can you tell us the names of the various**
8 **vendors?**

9 A. I can't think of all of them offhand, but
10 Dravon, Drucker, Becton-Dickinson.

11 **Q. So do you handle the day-to-day operations for**
12 **Cytonics?**

13 A. Yes.

14 **Q. What's the relationship between Cytonics**
15 **Biotech, LLC and Cytonics Corporation?**

16 A. There is none.

17 **Q. Does Cytonics Corporation have any affiliates?**

18 A. No.

19 **Q. Have you heard of A2Mcyte, LLC?**

20 A. Yes.

21 **Q. Tell me what do you know about it?**

22 A. A2Mcyte licensed -- is the company that licensed
23 our technology on October 31st.

24 **Q. There is a written agreement?**

25 A. Yes.

1 Q. And who did you deal with in negotiating that
2 license?

3 A. Ralph Salvagno and Deborah Welsh or Walsh.

4 Q. Did you talk to Emery Smith about that license?

5 A. Yes, he was in some of the conversations.

6 Q. Do you recall when those meetings occurred?

7 A. In October.

8 Q. There were multiple meetings?

9 A. By telephone, yes.

10 Q. Did you meet with Emery Smith in person?

11 MR. ALVAREZ: Object to the form.

12 A. No.

13 Q. So were all your meetings in October?

14 A. There's been some meetings subsequent to that,
15 of course, because of the license agreement; but prior
16 to signing the deal, there might have been some
17 telephone conversation in September, I don't recall.

18 Q. Well, when was the last time you spoke with
19 Emery Smith?

20 A. At the Academy of Orthopedic Surgeons in
21 Orlando.

22 Q. When was that?

23 A. Last week, a week and a half ago.

24 Q. What was discussed?

25 A. Selling the APIC product, reaching out to other

1 doctors, other meetings.

2 **Q. And was that only for sales through A2Mcyte,**
3 **LLC?**

4 MR. ALVAREZ: Object to the form.

5 A. Yes.

6 **Q. Can we break last week's conversation into**
7 **pieces? Can you tell me first when you approached Emery**
8 **Smith, what questions you had?**

9 A. I didn't have any questions for him.

10 **Q. Did he have questions for you?**

11 A. No, I think it was just that we had a booth
12 there at the Academy, and we met at the booth and just
13 had discussions about trying to increase sales of the
14 company.

15 **Q. Was anyone else present for that conversation?**

16 A. Deborah Walsh was in and out. Ralph Salvagno
17 was there at the meeting. A guy named Matt was one of
18 the reps, and then his daughter, I forget her name, darn
19 it.

20 **Q. To clarify, is this last week's meeting or in**
21 **October?**

22 A. Last week's meeting. It wasn't a meeting. It
23 was -- for them, it was -- American Academy of
24 Orthopedic Surgeons has an annual meeting. And we had a
25 booth there that A2Mcyte took over from Cytonics

1 after -- we had purchased the booth last year; and then
2 A2Mcyte, because now we don't have a product any more,
3 Cytonics, so A2Mcyte took the booth and manned and
4 staffed the booth. And I was at the meeting and hung
5 out at the booth.

6 **Q. Were any documents exchanged at the meeting?**

7 A. No.

8 **Q. Do you have any notes regarding the**
9 **conversations last week?**

10 A. Notes?

11 **Q. Yes.**

12 A. No.

13 **Q. Do you think Emery Smith took notes regarding**
14 **that?**

15 A. I don't think so.

16 **Q. At the time no one was writing anything down?**

17 A. No, we were just conversing at a booth.

18 **Q. To your knowledge, what's the relationship**
19 **between A2Mcyte, LLC and Emery Smith?**

20 A. I believe he's a consultant.

21 **Q. And the relationship between Cytonics**
22 **Corporation and Emery Smith?**

23 A. There is none.

24 **Q. Does he advise, does Emery Smith advise Cytonics**
25 **at all?**

1 A. Advise us? No.

2 Q. Do you compensate him at all?

3 A. No.

4 Q. Do you have any deals, transactions with him
5 personally as an individual?

6 A. No.

7 Q. He's not a board member for Cytonics
8 Corporation?

9 A. No.

10 Q. Okay. Did Cytonics Corporation ever purchase
11 anything from Emery Smith directly?

12 A. No.

13 Q. Have you ever dealt with Emery Smith in
14 connection with other businesses, other of his entities
15 or corporations?

16 A. No.

17 Q. Have you heard of A2M Bio, Inc.?

18 A. Yes.

19 Q. What do you know about that corporation?

20 A. They signed a non-exclusive license with us
21 among several other licensees last year prior to A2Mcyte
22 purchasing an exclusive license.

23 Q. Is there a relationship between A2M Bio, Inc.
24 and Emery Smith?

25 A. I believe so.

1 **Q. What do you believe that relationship to be?**

2 A. My understanding was that A2M Bio was him and --
3 what's her name? -- Anna Stahl.

4 MR. LEAHU: I'd like to list this as Exhibit 2.
5 (Exhibit No. 2, Brochure, was marked for
6 identification.)

7 **Q. Can you tell us what this is?**

8 A. I have no idea what this is.

9 **Q. Can I refer you to the bottom of the page.**

10 A. Which part of the bottom of the page? Here?
11 (Indicating.)

12 **Q. The very bottom, the last notation at the very
13 bottom of the page, page 1.**

14 A. This is a website, A2M Bio.

15 **Q. Have you been to their website before?**

16 A. No.

17 **Q. Okay. Can you turn to page 2.**

18 A. (Complies.)

19 **Q. Middle column at the very top, can you read the
20 first sentence there?**

21 A. "Cytonics APIC-CF System concentrates A2M from a
22 patient's own blood for direct injection into a joint
23 showing early signs of OA."

24 **Q. This is a product that was formerly licensed?**

25 A. That's incorrect.

1 Q. The statement is incorrect on the website?

2 A. No, that's not incorrect, your question was
3 incorrect.

4 Q. Okay. So can you tell us about why it said that
5 **A2M Bio, LLC is referencing your products?**

6 A. I have no idea. That product APIC-CF is not for
7 sale. It's going through trials right now with the FDA.
8 We just completed an interim analysis for a phase 2
9 human trial; but no one has any license or any claim to
10 the patented technology related to APIC-CF.

11 He's making a statement that is exactly correct
12 related to APIC-CF, but there's no license or
13 anything -- he can't sell it. No one, I can't even sell
14 that product.

15 MR. LEAHU: Enter this as Exhibit 3.

16 (Exhibit No. 3, Brochure, was marked for
17 identification.)

18 Q. Can you tell us what this looks like?

19 A. It looks like a A2M Bio brochure. I don't know.

20 Q. I mean is Cytonics Corporation referenced in
21 this brochure by A2M Bio?

22 A. Yes.

23 Q. Are the statements correct? And I refer you to
24 the first page on the right-hand side, that first
25 column, the first full paragraph.

1 A. This right here? (Indicating.)

2 Q. Yes.

3 A. "Cytonics' APIC-CF System," that's the cell free
4 System, "concentrates A2M from a patient's own blood for
5 direct injection --" This is the same exact sentence.

6 Q. The next sentence, please.

7 A. "The APIC System is expected to be the first
8 treatment for OA that can inhibit --" yah, okay, so it's
9 APIC-CF, they left out the CF there, and then they
10 didn't spell "first" correctly.

11 Q. What's the significance of the CF at the end?

12 A. Huh?

13 Q. What's the significance of the CF at the end?

14 A. Well, this heading and the paragraph is talking
15 about APIC-CF. Do you understand? That's the cell free
16 version of APIC that's currently going through trials;
17 so he's talking about a technology that is not available
18 to the general public yet.

19 Q. Okay.

20 A. Someone is, whoever --

21 Q. Okay. Can I refer you to page 2, the very last
22 paragraph; so referring to the column on the right-hand
23 side, if you wouldn't mind, would you read it out loud?

24 A. I'm sorry, which column are you talking about?

25 Q. The right hand column.

1 A. The whole thing?

2 Q. **Just the full paragraph there.**

3 A. Yah, he's talking about the CF again.

4 Q. **The next paragraph, please.**

5 A. "APIC System's filtration technology allows
6 selective filtration of essential proteins and is the
7 only product available with the ability to concentrate
8 A2M."

9 Q. **Is that correct?**

10 A. Yes.

11 Q. **Are you familiar with an entity LifeForm Healing
12 Research, LLC?**

13 A. Yes.

14 Q. **Can you tell us about that entity?**

15 A. That's another company that licensed,
16 non-exclusively, one of the seven companies that
17 licensed the technology from us in 2014 and '15.

18 Q. **Is that license still in effect?**

19 A. No, as soon as Ralph and A2Mcyte --

20 (The deposition was interrupted by cell phone.)

21 THE WITNESS: Sorry.

22 A. -- purchased the exclusive license, all the
23 other licenses were canceled automatically.

24 Q. **Is there a relationship between LifeForm Healing
25 Research, LLC and Emery Smith?**

1 A. I believe so.

2 Q. To your knowledge, what is the relationship?

3 A. My understanding was that he and Anna Stahl were
4 involved in that company.

5 Q. Okay. And have you heard of the entity
6 Bio-Helix Research, LLC?

7 A. No.

8 Q. And have you had heard of the company Cellf
9 Cure, Inc.? I'll spell it for you, C-E-L-L-F, Cellf
10 Cure, Inc.

11 A. No.

12 Q. Have you heard of Meritus Enterprises?

13 A. No.

14 Q. You referred to Ralph Salvagno, M.D., correct?

15 A. Correct.

16 Q. Can you tell us about what is his relationship
17 to Cytonics?

18 A. I just told you before, sir, he is the person
19 who owns A2Mcyte and purchased an exclusive license from
20 Cytonics in October of 2015.

21 Q. Do you have knowledge is he the solo owner of
22 A2Mcyte?

23 A. I don't know.

24 Q. So when is the last time you met with him?

25 A. I just told you a little while ago, he was at

Dr. Scuderi,

This is a letter of intent to purchase an exclusive worldwide license for the APIC system and have first rights of refusal for future Cytonics devices and equipment and patent licensing. We have already invested over \$150,000.00 in expenses since we took the project on two months ago. This commitment was to show you that what we are capable of moving product effectively and efficiently faster than any other regenerative device company. We only did a limited release to see how it was accepted. Exceeding our 100 kit a month goal was reached one month earlier than expected and sales continue to grow quickly. I do not see the need for a large upfront deposit made because of our rapid growth in sales and the money we have already invested in your brand name. We rather have you entertain a number you need and pay that over a 12 month period. This will help us grow the brand even faster than ever, which means a fast return of %7.5 royalties to your stockholders and expedited growth in sales which you benefit from. I have proposed an example below.

1. \$22,500 upfront payment upon signing a definitive agreement. Since we already have proven our abilities to sell and educate clients on your system for the last 60 days, I do not see the reason to finance a large deposit. A2M Bio Corp has already shown a direct commitment to the APIC brand. A2M Bio Corp had to invest well over \$150,000.00 just to help get the product out to the physicians quickly; this shows our due diligence to Cytonics, and future commitment. It also helped establish a trust and credit with Cytonics. We made it very transparent from the beginning of meetings that our agenda to utilize our current 12,000 customer strong database to easily place machines in a timely manner. The orders your receiving is proof of our commitment to the delivery of this system to physicians worldwide, Dr. Scuderi can attest that this has already been initiated. Through our own personal investing, the owners have already, invested well over \$150,000.00. If we could avoid a large upfront payment, it would benefit the sales tremendously. A2M Bio Corp would be able to utilize this cost savings and still pay out the agreed total over a 12-month payout plan. Monies saved by this choice will allow us to put it towards things such as strategic marketing, new sales representative salaries, and trade show investments. We do however believe a total amount be agreed on for licensing and buyout of remaining products. We are willing to pay the amount of \$270,000.00 divided over 12 months (\$22,500.00mth). We will need an accurate amount of cost of stock on hand.



A.O.

2. Purchase of pump and centrifuge equipment in stock, on consignment, and on order at book value, payable monthly over 12 months at \$22,500.00 detailed above. This is in addition to our current sales purchasing. Shipping billed extra at cost.

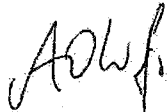
3. Purchase of current APIC PRP kit inventory, including kits on order and on consignment, at book value, payable over 12 months. Shipping billed extra at cost.

4) Royalty payments of 7.5% starting after cumulative \$500,000 sales (kits and equipment) or January 1, 2016, whichever comes first. Once this waypoint is reached, minimum royalties of \$25,000 will be due quarterly.

5) Option for the first right of negotiation to license the sales, marketing, and manufacturing rights to the APIC Cell Free technology with Royalty payments of 7.5 % on all sales. This option will apply only if the preceding year sales of APIC PRP are greater than 1 million dollars.

Sincerely,

Emery Smith
President
BioHealix Research Corp



Angel Oliferuk
CEO
A2M Bio Corp

5/16/2015

A.O.

IN THE CIRCUIT COURT OF THE
TWENTIETH JUDICIAL CIRCUIT IN AND
FOR LEE COUNTY, FLORIDA

EMERY SMITH,)
)
Petitioner/Counter-Respondent,)
)
v.)
)
EMCYTE CORP.,)
)
Respondent/Counter-Petitioner,)
)
and)
)
PATRICK PENNIE,)
)
Respondent.)

CASE NO. 15-CA-001620

**PETITIONER'S NOTICE OF SERVING ANSWERS TO
FIRST SET OF INTERROGATORIES FROM EMCYTE CORP.**

Petitioner, EMERY SMITH, through undersigned counsel and pursuant to Rule 1.340 of the Florida Rules of Civil Procedure, hereby provides notice of serving his answers to the first set of interrogatories from Respondent, EMCYTE CORP., this September 2, 2015, upon Kenneth G. M. Mather, Esquire, *Counsel to EmCyte Corp.*, by electronic mail to kmather@gunster.com, mweaver@gunster.com, tkennedy@gunster.com, and eservice@gunster.com.

/s/


Richard C. Alvarez, Esquire
Florida Bar No. 031615
Hannah L. Snyder, Esquire
Florida Bar No. 101679
OLDER LUNDY & ALVAREZ
Counsel to Petitioner
3014 West Palmira Avenue, Suite 202
Tampa, Florida 33629
Telephone No. (813) 254-8998
Facsimile No. (813) 839-4411
triallawyers@olalaw.com



FIRST SET OF INTERROGATORIES FROM EMCYTE CORP.

1. Identify, by name, address, and telephone number, all persons supplying information that either directly or indirectly answers these Interrogatories, and for each such person, identify the Answers(s) for which that person supplied information.

ANSWER:

EMERY SMITH, ("SMITH"), has answered these interrogatories based upon his personal knowledge and the few documents within his possession. SMITH reserves the right to correct or supplement his answers once the books and records of EMCYTE CORP. are produced and as discovery progresses.

2. Identify, by name, address, and telephone number, all persons who you believe have knowledge or information concerning the facts or matters of this litigation and describe in detail such knowledge.

ANSWER:

SMITH currently believes:

- a. **PATRICK PENNIE, ("PENNIE"), knows about the formation, operations and management of EMCYTE CORP., Perfusion Partners & Associates, Inc., EmCyte Group, LLC, and Gian Biologics, LLC;**
- b. **David Buzenius knows about the formation, operations and management of EMCYTE CORP., Perfusion Partners & Associates, Inc., EmCyte Group, LLC, and Gian Biologics, LLC;**
- c. **Kenneth Mather, Esquire, knows about the formation, operations and management of EMCYTE CORP., Perfusion Partners & Associates, Inc., EmCyte Group, LLC, and Gian Biologics, LLC;**
- d. **Glendal Romanini knows about the operations of EMCYTE CORP. and Gian Biologics, LLC;**
- e. **Saman Huon knows about the operations of EMCYTE CORP. and Gian Biologics, LLC;**
- f. **Ceri Cederberg, who served as an administrator for EMCYTE CORP., knows about its operations and management;**
- g. **Michael Luby, who was employed by Perfusion Partners & Associates, Inc. and EMCYTE CORP., knows about the operations and management of these companies;**
- h. **Eric Belisle, who served as an accountant for EMCYTE CORP., knows about its operations and management;**

- i. **Anna Stahl, who was employed by EMCYTE CORP., knows about its operations and management;**
- j. **Carl Pukin, who serves as a representative of Chase Bank, knows about the management of accounts held by EMCYTE CORP.;**
- k. **Jill Lynch, Esquire, knows about the refusal of PENNIE, under the guise of EMCYTE CORP., to provide access to the corporate books and records;**
- l. **Charles Jones, Esquire, knows about the negotiation of a shareholders' agreement regarding EMCYTE CORP. in late 2013 and early 2014; and**
- m. **Sherman Canapp, Jr. knows about the formation, operations and management of Canine Regenerative Therapies, LLC.**

However, SMITH reserves the right to correct or supplement this answer once the books and records of EMCYTE CORP. are produced and as discovery progresses.

3. Identify, by name, address, and telephone number, all persons whom you intend to or might call as a witness at trial and describe in detail the expected testimony of each witness.

ANSWER:

SMITH has not formed any intentions regarding the trial or otherwise contemplated who may be called to testify. Nonetheless, SMITH can be expected to comply with the pretrial order and its deadlines regarding the disclosure of fact witnesses and experts.

4. Identify, by name, address, and telephone number, each person whom you expect to call as an expert witness at [trial], and with respect to each person, state the facts which you claim qualify such person as an expert witness, describe in detail the subject matter and facts about which such person is expected to testify, and describe in detail the opinions about which such person is expected to testify and summarize those opinions.

ANSWER:

SMITH has not formed any expectations regarding the trial or otherwise contemplated who may be called to testify as an expert. Nonetheless, SMITH can be expected to comply with the pretrial order and its deadlines regarding the disclosure of fact witnesses and experts.

5. If you claim that any oral representations, agreements, or admissions were made by Respondent that are relevant to the subject matter of this lawsuit, then state in detail the terms of said representations or admissions and the date and place of making such representations or admissions, identify the person purportedly making such representations or admissions and all persons purportedly present at the time such representations or admissions were made, and identify each document that summarizes, evidences, tends to substantiate or relates to said representations or admissions.

ANSWER:

SMITH currently knows of no oral representations, agreements or admissions by EMCYTE CORP. which are relevant to the issues and which have not been plead or demonstrated in exhibits to the pleadings. However, SMITH reserves the right to correct or supplement this answer once the books and records of EMCYTE CORP. are produced and as discovery progresses.

6. Identify all entities in which you owned an interest in during the period commencing January 1, 2010, through the present.

ANSWER:

SMITH owned an interest in the following entities after January 1, 2010: (a) EMCYTE CORP.; (b) Perfusion Partners & Associates, Inc.; (c) EmCyte Group, LLC; (d) Gian Biologics, LLC; (e) Bio Healix Research, LLC; (f) Ultra Intelligence Corporation, LLC; (g) CELLF Cure, Inc.; (h) Hydro Healix, Inc.; (i) The Human Cure Foundation, Inc.; and (j) LifeForm Healing Research, LLC.

7. Identify all income that you have received from whatever source from January 1, 2010, through the present.

ANSWER:

Objection as this interrogatory is overly broad, is not reasonably calculated to lead to the discovery of admissible evidence, and seeks information which is irrelevant and protected from disclosure under Article I, Section 23 of the Florida Constitution.

8. Identify every computer, tablet, mobile device or other piece of electronic equipment that you used to perform business on behalf of EmCyte, Gian Biologics, LLC, Ultra Intelligence Corporation, LLC, Canine Regenerative Therapies, LLC, CELLF Cure, LLC or any other entity in which you have owned an interest since January 1, 2010.

ANSWER:

Objection as this interrogatory is misleading, assumes facts or attributes actions to SMITH which are unproven, and otherwise seeks information which is readily available to another party, namely PENNIE. However, without waiving this objection, SMITH recalls using one desktop computer, one laptop computer and an Apple iPad for his work during this period, but each of these pieces of equipment was confiscated by or on the order of PENNIE. SMITH also recalls using one or two Apple iPhones for his work during this same

period, but each was replaced due to its damage or obsolescence by SMITH with his personal funds. Finally, SMITH recalls using various storage devices for his work, such as thumb drives, compact discs and SD cards, but these devices were similarly confiscated by or on the order of PENNIE.

These acts of confiscation by or for PENNIE have since required SMITH to obtain his own computers and storage devices.



EMERY SMITH

STATE OF Florida

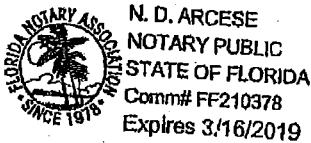
COUNTY OF Lee

The foregoing instrument was acknowledged before me this 2nd day of September, 2015, by Emery Smith. He is personally known to me or has produced Global Entry Photo ID as identification.



NOTARY PUBLIC

My Commission Expires: 7-16-19



IN THE CIRCUIT COURT OF THE
TWENTIETH JUDICIAL CIRCUIT IN AND
FOR LEE COUNTY, FLORIDA

EMERY SMITH,)
)
 Petitioner/Counter-Respondent,)
)
 v.)
)
 EMCYTE CORP.,)
)
 Respondent/Counter-Petitioner,)
)
 and)
)
 PATRICK PENNIE,)
)
 Respondent.)
 _____)

CASE NO. 15-CA-001620

**RESPONSE OF EMERY SMITH TO REQUEST OF EMCYTE CORP. FOR
PRODUCTION OF DOCUMENTS**

Petitioner, EMERY SMITH, in accordance with Rule 1.350 of the Florida Rules of Civil Procedure, hereby responds to the request of EMCYTE CORP. for the production of documents as follows:

1. None as EMERY SMITH, ("SMITH"), has not formed any intentions concerning hearings or otherwise contemplated what documents may be introduced as evidence regarding his right to access the books and records of EMCYTE CORP.
2. Objection as this request attempts to violate SMITH's work-product privilege. However, without waiving this objection, SMITH notes that he has no such expert materials in his possession or control.
3. Objection as this request attempts to violate SMITH's work-product privilege. However, without waiving this objection, SMITH notes that he has no such appraisals, analyses or studies in his possession or control.
4. Objection as this request is vague and ambiguous, is overly broad, and is not reasonably calculated to lead to the discovery of admissible evidence. However, without waiving this objection, SMITH notes that he has no such documents regarding the ownership interest of

Ultra Intelligence Corporation, LLC in Canine Regenerative Technologies, LLC, ("CRT"), which are not part of the public record.

5. SMITH has no such correspondence to or from CRT in his possession or control, but continues to search for and will produce any correspondence found to be responsive to this request.

6. Objection as this request is overly broad, is not reasonably calculated to lead to the discovery of admissible evidence, and threatens to oppress and unduly burden SMITH.

7. Objection as this request is overly broad, is not reasonably calculated to lead to the discovery of admissible evidence, and seeks information which is irrelevant and is protected from disclosure under Article I, Section 23 of the Florida Constitution. However, without waiving this objection, SMITH will produce his personal tax returns upon the parties' entry into a suitable confidentiality agreement. SMITH also has attached the federal and state tax returns of EMCYTE CORP. for 2011 and his Schedule K-1's from EMCYTE CORP. and Gian Biologics, LLC for 2013 and 2014. (See ES091615-001 to 0071). SMITH neither possesses nor controls other tax returns for entities in which he had ownership after January 1, 2010.

8. Objection as this request is overly broad, is not reasonably calculated to lead to the discovery of admissible evidence, and seeks information which is irrelevant and is protected from disclosure under Article I, Section 23 of the Florida Constitution. However, without waiving this objection, SMITH notes that he has no personal financial statements for 2010 or later and that he neither possesses nor controls financial statements for entities in which he had ownership after January 1, 2010, other than the attached "2009 Profit & Loss Statement" of Perfusion Partners & Associates, Inc. and the attached "2013 Profit & Loss Statement" of EMCYTE CORP. (See ES 091615-0072 to 0076).

9. Objection as any contract between SMITH and a lawyer, or between a lawyer and any entity in which SMITH had an ownership interest, would constitute a confidential

communication, would be protected from disclosure under the attorney-client privilege, and would otherwise be irrelevant in this matter.

10. Objection as any contract between SMITH and an accountant, or between an accountant and any entity in which SMITH had an ownership interest, would constitute a confidential communication, would be protected from disclosure under the accountant-client privilege, and would otherwise be irrelevant in this matter.

11. Objection as this request is overly broad, is not reasonably calculated to lead to the discovery of admissible evidence, and seeks information which is irrelevant and is protected from disclosure under Article I, Section 23 of the Florida Constitution. However, without waiving this objection, SMITH will produce any relevant loan applications upon the parties' entry into a suitable confidentiality agreement. SMITH neither possesses nor controls any loan applications by entities in which he had ownership after January 1, 2010.

12. Objection as any contract between SMITH and Jill Lynch, or between Jill Lynch and any entity in which SMITH had an ownership interest, would constitute a confidential communication, would be protected from disclosure under the attorney-client privilege, and would otherwise be irrelevant in this matter.

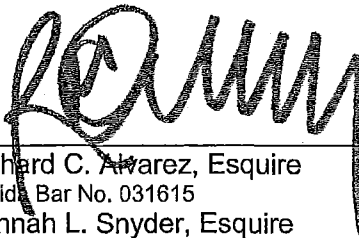
13. Objection as this request is misleading and improperly suggests that SMITH is seeking or has sought reimbursement for himself from EMCYTE. However, without waving this objection and in the context of the allegations within the pending counterclaim, SMITH has attached the bank statements for Gian Biologics, LLC from January 1, 2014, to June 30, 2015. (See ES091615-0077 to 00176).

14. SMITH has attached his written request on May 19, 2015, for access to the corporate books and records of EMCYTE CORP. (See ES091615-00177 to 00179).

15. Objection as this request is confusing and unintelligible as written. However, without waving this objection, SMITH knows only of the "Distribution Agreement" between EMCYTE CORP. and CRT, as negotiated and signed by PATRICK PENNIE, which includes a

confidentiality provision and restrictions on the use of trademarks and copyrights owned by
EMCYTE CORP.

16. Objection as this request is confusing as phrased. However, without waving this objection, SMITH knows only of the "Distribution Agreement" between EMCYTE CORP. and CRT, as negotiated and signed by PATRICK PENNIE, which includes a confidentiality provision and restrictions of the use of trademarks and copyrights owned by EMCYTE CORP.

/s/ 
Richard C. Alvarez, Esquire
Florida Bar No. 031615
Hannah L. Snyder, Esquire
Florida Bar No. 101679
OLDER LUNDY & ALVAREZ
Counsel to Petitioner
3014 West Palmira Avenue, Suite 202
Tampa, Florida 33629
Telephone No. (813) 254-8998
Facsimile No. (813) 839-4411
triallawyers@olalaw.com

CERTIFICATE OF SERVICE

PETITIONER'S COUNSEL HEREBY CERTIFIES that on September 16, 2015, a true and correct copy of this response was served upon Kenneth G. Mather, Esquire, *Counsel to EmCyte Corporation*, by electronic mail to kmather@gunster.com, mweaver@gunster.com, tkennedy@gunster.com, and eservice@gunster.com.

**IN THE CIRCUIT COURT OF THE TWENTIETH JUDICIAL CIRCUIT
IN AND FOR LEE COUNTY, FLORIDA**

EMERY SMITH,

CASE NO. 15-CA-001620

Applicant,

-v-

EMCYTE CORP.,

Respondent.

REQUEST FOR PRODUCTION OF DOCUMENTS TO APPLICANT

Respondent, EmCyte Corporation, by and through the undersigned counsel and pursuant to Rule 1.350, *Florida Rules of Civil Procedure*, hereby propounds the following Request for Production of Documents to Applicant, Emery Smith, an individual, and demands that Applicant produce for inspection and copying the documents requested for production pursuant to Rule 1.350 of the Florida Rules of Civil Procedure **within thirty (30) days** of service. You are directed to produce the documents to EmCyte's undersigned counsel at the offices of Gunster, 401 East Jackson Street, Suite 2500, Tampa, Florida 33601, within **thirty (30) days** of service of this discovery request upon you

DEFINITIONS.

1. The word "Document" shall mean all materials within the full scope of Rule 1.350 of the Florida Rules of Civil Procedure, including, but not limited to, all writings and recordings of any kind whatsoever, including the originals and all non-identical copies, whether different from the original by reason of any notation made on such copies or otherwise (including without limitation, e-mails and attachments, correspondence, memoranda, notes, diaries, minutes, statistics, statements, tags, labels, invoices, brochures, periodicals, telegrams, receipts, returns, summaries, pamphlets, books, inter-office and intra-office communications, offers, notations of any sort of conversations, working papers, applications, permits, file wrappers, indices, telephone calls, text messages, meetings, or modifications, changes and amendments of any of the foregoing), and graphic or oral representations of any kind (including without limitation, photographs, charts, microfiche, microfilm, video tape, DVD, recordings, motion pictures, plans, drawings and surveys). This term includes any documents now or ever in

your possession, custody or control, or available to your current or former attorneys, accountants, affiliates, agents, representatives, employees, or associates, and specifically includes documents kept by individuals in their desks, at home or elsewhere. This term includes Electronically Stored Information (as defined below). Any document shall include all exhibits, schedules or other writings affected by or referenced in any such document or other writings necessary to complete the information contained therein or make it not misleading.

2. Electronically Stored Information means all materials within the full scope of Rule 1.350 of the Florida Rules of Civil Procedure, including, but not limited to all electronic, mechanical magnetic, or optical records or representations of an kind (including, without limitation, computer files and programs, tapes, cassettes, discs, recordings,), metadata and information stored on a computer, laptop, hand-held computer device, disk, CD, DVD, external hard drives, thumb drives, and any mechanical recording or production of any oral material.

3. "You" and "your" refers to Applicant, and each and every name by which that party is known or had been known, and each and every employee, attorney, and agent of such party.

4. "Relate to" and "relating to" mean to make a statement about, refer to, discuss, describe, reflect, contain, comprise, identify, or in any way to pertain to, in whole or in part, or otherwise to be used, considered, or reviewed in any way in connection with, the specified subject. Thus, documents that "relate to" a subject also include those which were specifically rejected and those which were not relied or acted upon.

GENERAL INSTRUCTIONS

1. These discovery requests are intended to be a continuing obligation upon you to furnish all information requested herein until final disposition of this case. Corrections and supplemental answers are required as provided for in the Florida Rules of Civil Procedure.

2. These discovery requests seek documents, electronic data files, and other items in your possession, custody, or control and are intended to include documents, electronic data files and other items known to or reasonably ascertainable by the current or former employees, agents, attorneys, accountants, consultants, representatives, or any other persons who have acted in any capacity on behalf of Applicant.

3. If you object to responding to any of the requests for production, in whole or in part, state your objection and state with particularity all of the factual and legal reasons supporting your objection. If you object on the ground of privilege, also specify the nature and extent of all allegedly privileged matters. Objections should not be made in a general, blanket fashion. If you object in part to any request, respond in full to the remainder.

4. The singular form of a noun or pronoun shall be considered to include within its meaning the plural form of the noun or pronoun, and vice versa. The masculine form of a noun or pronoun shall be considered to include within its meaning the feminine form of the noun or pronoun, and vice versa.

5. Regardless of the tense employed, all verbs shall be read as applying to the past, present, and future as is necessary to make any paragraph more, rather than less, inclusive.

6. Any request for production of documents shall be deemed to require production of each and every such thing executed, created, prepared, received, or in effect at any time to the present, or during any other indicated period of time.

7. The Documents and Electronically Stored Information produced in response to this Request shall be organized and designated to correspond to the categories in this Request and produced in a form that accurately reflects how they are maintained by you in the normal course of business. All Documents and Electronically Stored Information which cannot be produced as legible copies shall be produced in their original form.

8. The laws and rules prohibiting destruction of evidence apply to Electronically Stored Information in the same manner as they apply to other types of documentary evidence. Due to its format, Electronically Stored Information is easily deleted, modified or corrupted. You must take every reasonable step to preserve all Electronically Stored Information concerning or relating to this matter until a final resolution of this dispute. This includes, but is not limited to, your obligation to cease any and all data destruction and backup tape recycling policies which are in any way related to this matter.

9. If you claim that any document responsive to this Request has been lost, deleted, or destroyed, or it is otherwise unavailable, you shall describe and identify the document by stating in writing: (i) the name(s) of the author(s); (ii) the name(s) of the person(s) receiving the original and all copies; (iii) the date; (iv) the subject matter; (v) the circumstances under which it was lost, deleted, destroyed, or otherwise became unavailable; and (vi) your efforts to locate the document.

10. If you claim that any document responsive to this Request is protected by a claim of privilege, work product, or for any other reason, you shall describe and identify the document by stating in writing: (i) the name and address of each individual who participated in creating the document or thing; (ii) the name and address of each individual to whom the document or thing, or a copy thereof, has been provided at any time; (iii) the date the document or thing was created; (iv) its type (e.g., letter, memorandum, computer chip, etc.); (v) the subject matter; (vi) the basis upon which the document is being withheld; (vii) the name(s) of the person(s) to whom the contents of the document have already been revealed; (viii) the name(s) of the person(s) now in possession or control of the document; and (ix) such other information which would permit the court to adjudicate the validity of the claim of privilege.

11. When production of any Document or Electronically Stored Information in your possession is requested, such request includes Documents and Electronically Stored Information subject to your possession, custody, or control. In the event that you are able to provide only part of the Document or Electronically Stored Information called for in any particular request, provide all Documents or Electronically Stored Information that you are able to provide and state

the reason, if any, for the inability to provide the remainder of the Documents or Electronically Stored Information.

12. Whenever appropriate, the conjunctive "and" should be interpreted in the disjunctive to include the term "or" and vice versa.

13. Whenever appropriate, the singular form of a word should be interpreted in the plural and vice versa

14. If you claim any ambiguity in interpreting this Request, a definition, or an instruction applicable thereto, you shall not utilize such claim as a basis for refusing to respond, but you shall instead set forth in your response the language claimed to be ambiguous and the interpretation chosen or used by you in responding to such Request.

15. Unless otherwise provided, the relevant time period for purposes of production is January 1, 2010 to the present.

DOCUMENTS AND THINGS TO BE PRODUCED

The following documents shall be produced:

1. All documents which you intend to introduce into evidence during any evidentiary hearing related to Applicant's Application.

2. All correspondence or communications of any type between you and any consultant or expert retained or consulted by you with respect to any issue concerning this dispute.

3. All appraisals, business analysis, engineering analysis, studies, surveys, notes, documents and other instruments prepared by you or your agents relating to this dispute.

4. All documents relating to the relationship between Ultra Intelligence Corporation, LLC and Canine Regenerative Technologies, LLC.

5. All correspondence between you and Canine Regenerative Technologies, LLC, whether on your own behalf or on behalf of Ultra Intelligence Corporation, LLC.

6. All documents relating to your ownership interest in any entity between January 2010 and the present.

7. All tax returns filed by you on your own behalf or as to any entity in which you have owned an interest since January 1, 2010.

8. All financial statements prepared by you for your own behalf or on behalf of any entity in which you own an interest since January 1, 2010.

9. All contracts with lawyers that you have entered into on your own behalf or on behalf of one of your entities since January 1, 2010.

10. All contracts with accountants or tax preparers that you have entered into on your

own behalf or on behalf of one of your entities since January 1, 2010.

11. All documents evidencing any attempt to obtain a loan for yourself or any entity in which you own an interest since January 1, 2010.

12. All contracts with Jill Lynch that you entered into on your own behalf or on behalf of an entity in which you own an interest since January 1, 2010.

13. All documents relating to or concerning any expenses incurred by you or any entity owned by you for which you sought, or are seeking reimbursement from EmCyte since January 1, 2013.

14. All documents relating to or concerning any request for records that you made upon EmCyte since January 1, 2010.

15. All documents relating to any confidentiality agreement that was signed by you in your individual capacity or on behalf of any entity in which you owned an interest, including but not limited to Ultra Intelligence Corporation, LLC with Canine Regenerative Technologies, LLC or any of its representatives or agent.

16. All documents evidencing your efforts to preserve and protect EmCyte's confidential information and trade secrets relating to Ultra Intelligence Corporation, LLC or Canine Regenerative Technologies, LLC.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been filed through the Court's E-portal filing system and notice will be served electronically to all counsel of record on this 29th day of July, 2015.

Respectfully Submitted,

GUNSTER, YOAKLEY & STEWART, P.A.
401 East Jackson Street
Suite 2500
Tampa, Florida 33602
Phone: (813) 222-6630
Fax: (813) 228-6739

By: s/ Kenneth G. M. Mather
KENNETH G.M. MATHER
Florida Bar #: 619647
Primary Email: KMather@gunster.com
Secondary Email: MWeaver@gunster.com
TKennedy@gunster.com
eservice@gunster.com



ANGEL OLIFERUK <angeloliferuk@gmail.com>

Fwd: Proposed Distributor Agreement

emery Smith <emerysmith@me.com>

Sat, Sep 27, 2014 at 11:09 AM

To: Anna Stahl <annastahl84@aol.com>, angel Oliferuk <Angeloliferuk@gmail.com>

ok here is the agreement . i will change it from emcyte to life form. i have conference call today with them, please take time and read so i can express the changes we make. It would be good to have anna on call .

E

Begin forwarded message:

From: Ray Johnson <Ray.Johnson@Cytonics.com>**Subject:** Proposed Distributor Agreement**Date:** September 15, 2014 at 7:37:53 AM PDT**To:** Emery Smith <emerysmith@me.com>**Cc:** Gaetano Scuderi <scuderimd@me.com>

Dear Emery:

I am very sorry about the delay in getting our proposal to you. Typically we are much quicker to respond. I want you to know that we are very excited about the opportunity to introduce our APIC System through the Emcyte network of distributors and technical specialists. However, with Guy, our attorneys, and myself having been out of the office at different times over the last two weeks, it was difficult to finalize our proposal until now.

Please find attached a draft Agency Agreement that would provide the following for Emcyte on a 12 month contract:

1. Nonexclusive right to sell and promote our APIC and FACT products in the US, along with select countries in Europe and South America, as listed in Exhibit B;
2. Sales territory initially does not include orthopedic surgeons in a few states (see exhibit B);
3. Sales territory to become exclusive upon achievement of sales revenue milestones (see exhibit B);
4. Commission of 25% on equipment and product sales;
5. Cooperation on sales, marketing and promotions;
6. Initial set of processing kits provided on consignment;
7. System training and support.

Please call me at your earliest convenience to discuss changes or additions to this agreement that you may require.

We look forward to working with you.

Thanks and regards, Ray

Ray Johnson
Cytonics Corporation





ANGEL OLIFERUK <angeloliferuk@gmail.com>

Fwd: Proposed Distributor Agreement - Revised

emery Smith <emerysmith@me.com>

Tue, Oct 7, 2014 at 6:31 PM

To: Anna Stahl <annastahl84@aol.com>, angel Oliferuk <Angeloliferuk@gmail.com>

Sent from my iPhone

Begin forwarded message:

From: Ray Johnson <Ray.Johnson@Cytonics.com>
Date: October 7, 2014 at 9:01:18 PM EDT
To: Emery Smith <emerysmith@me.com>
Cc: Gaetano Scuderi <scuderimd@me.com>
Subject: Re: Proposed Distributor Agreement - Revised

Hi Emery,

I have reviewed your additional comments and requests with Dr. Scuderi. Per your request, we are going to extend fixed pricing to you which represents approximately a 25% discount off of our lowest market price. As such, I have made minor changes to Exhibit A, clause 2.1, 2.2, 3.2, and 3.3, in addition to changing the company name.

Please review the changes as attached and let me know if you are ready to execute the agreement this week. Call me day or night if there are any other questions or issues.

Thanks and regards, Ray

Ray Johnson
Cytonics Corporation
555 Heritage Drive, Suite 115, Jupiter, FL 33458
561.714.4894 Cell
Ray.Johnson@Cytonics.com

All communications are confidential and only to be viewed by the addressed recipient.

From: Emery Smith <emerysmith@me.com>
Date: Mon, 06 Oct 2014 15:01:10 -0400
To: Ray Johnson <Ray.Johnson@Cytonics.com>
Subject: Re: Proposed Distributor Agreement

Ray,

1. Please change LifeForm Healing Research LLC, 6900 Daniels pkwy STE 29- PMB 125, fort myers Florida, 33912. Please for all literature and Inquires call LFHR at 1-866-898-9202.
2. commission change to a bottom line purchase price of %25 below pricing in schedule A. i.e.,
APIC Processing Kit \$850 LFHR price Minus 25% commission is



\$637.50 purchase price, this is not acceptable, I would need the device at \$250 minus %25% which is \$187.50 LFHR pricing. I have already been testing the market and have found you already have kit placement at a few institutions at \$250 per kit.

APIC Centrifuge \$2,950 LFHR \$2212.50 , I need this price at \$1450.00

APIC Pump \$2,950 LFHR \$2212.50, i need this price at \$1450 this way full set up will be around \$3,000, which is around norm for a device and its mechanical devices, ideally we give these away and will approach you on a client by client basis if they refuse to invest, we can always risk share if needed.

APIC System Cart \$650 LFHR \$487.50

No consignments agreements necessary.

Thank you,,

Emery

On Sep 15, 2014, at 10:37 AM, Ray Johnson <Ray.Johnson@cytonics.com> wrote:

Proposed Distributor Agreement
Dear Emery:

I am very sorry about the delay in getting our proposal to you. Typically we are much quicker to respond. I want you to know that we are very excited about the opportunity to introduce our APIC System through the Emcyte network of distributors and technical specialists. However, with Guy, our attorneys, and myself having been out of the office at different times over the last two weeks, it was difficult to finalize our proposal until now.

Please find attached a draft Agency Agreement that would provide the following for Emcyte on a 12 month contract:

1. Nonexclusive right to sell and promote our APIC and FACT products in the US, along with select countries in Europe and South America, as listed in Exhibit B;
2. Sales territory initially does not include orthopedic surgeons in a few states (see exhibit B);
3. Sales territory to become exclusive upon achievement of sales revenue milestones (see exhibit B);
4. Commission of 25% on equipment and product sales;
5. Cooperation on sales, marketing and promotions;
6. Initial set of processing kits provided on consignment;
7. System training and support.

Please call me at your earliest convenience to discuss changes or additions to this agreement that you may require.

We look forward to working with you.

Thanks and regards, Ray

Ray Johnson

Cytonics Corporation

555 Heritage Drive, Suite 115, Jupiter, FL 33458

561.714.4894 Cell

Ray.Johnson@Cytonics.com <x-msg://2/Ray.Johnson@Cytonics.com>

All communications are confidential and only to be viewed by the addressed recipient.

<Agency Agreement 090114 - EmCyté.docx>



Agency Agreement 100714 - LifeForm.docx

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12/2/14

SALES AGENCY AGREEMENT

~~THIS SALES AGENCY AGREEMENT~~ (this "Agreement") is entered into as of ~~September 12, 2014~~ ^{November 27, 2014} by and between Cytonics Corporation, a Florida corporation with principal offices at 555 Jupiter Park Drive, Jupiter, Florida 33458 (the "Company") and LifeForm Healing Research LLC, a Texas limited liability company with principal place of business at 6900 Daniels Parkway STE 29- PMB 125, Fort Myers, Florida, 33912, and its affiliates (the "Sales Agent").

WHEREAS, the Company is engaged in the business of developing and distributing Products (as hereinafter defined); and

WHEREAS, the Company wishes to retain Sales Agent to sell the Products and Sales Agent wishes to act as the Company's Sales Agent within the Territory (as hereinafter defined), subject to the terms and conditions hereafter set forth.

In consideration of the covenants and conditions of this Agreement, the parties hereto agree:

1. APPOINTMENT AND RESPONSIBILITY OF SALES AGENT

1.1 "Products" shall mean those products listed in Exhibit A attached hereto. Products may be changed or deleted from the Company's product offering at the Company's sole discretion, provided the Company gives thirty days prior written notice to the Sales Agent and similar changes are made to the Company's agents and distributors. The Company shall be under no obligation to continue the production of or have available any Product.

1.2 "Territory" shall mean physician types, categories, or specialties located in the particular cities, counties or states in the United States, Europe, and South America, as listed in Exhibit B, which may be amended from time to time by mutual agreement of the Company and the Sales Agent.

1.3 Appointment. The Company hereby appoints Sales Agent and Sales Agent hereby accepts appointment as the non-exclusive sales agent for the Products inside the Territory. However, the Sales Agent's territory rights will become exclusive for a given product in a given region upon achieving the product sales "Exclusivity Milestones" in a region, as listed in Exhibit B. In the event these Exclusivity Milestones are not achieved, the Sales Agent will continue to retain non-exclusive rights to sell some or all of the Products in the Territory, at the Company's sole discretion.

1.4 Territory and Market Restrictions. Sales Agent shall have the right to solicit orders for Products only from the physician type, category or specialty having their places of business within the Territory and intending to use the Products so ordered within the Territory, as listed in Exhibit B. Under no circumstances shall Sales Agent have authority to solicit orders for, or otherwise sell, market or distribute, any Products, directly or indirectly, outside the Territory, or to any other physician type, category or specialty whose place of business is within the Territory, but as to which Sales Agent has good reason to believe the Products ordered by such person or entity will not ultimately be used within the Territory.



11/20/14 [Signature]

1.5 Independent Contractors. The relationship of the Company and Sales Agent established by this Agreement is that of independent contractors, and nothing contained in this Agreement shall be construed to (i) give either party the power to direct and control the day-to-day activities of the other, or (ii) allow Sales Agent to create or assume any obligation on behalf of the Company for any purpose whatsoever. All financial obligations associated with Sales Agent's business are the sole responsibility of Sales Agent. Sales Agent shall be solely responsible for, and shall indemnify and hold the Company free and harmless from, any and all claims, damages or lawsuits (including the Company's reasonable attorneys' fees) arising out of the acts of Sales Agent or its employees that are beyond the scope of authority expressly granted by this Agreement.

1.6 No Representations. Sales Agent represents and acknowledges that it is relying solely on its own judgment, including its own estimate of the market for Products in the Territory, in entering into this Agreement, and that the Company has made no written or verbal representations or warranties, either express or implied, regarding the subject matter hereof, including, without limitation, the duration of arrangement created hereby, the size of the market for Products in the Territory, or the amount of fees which Sales Agent will or might expect to receive hereunder.

1.7 No Violations. Sales Agent is free to enter into this Agreement and acknowledges that by doing so it is not violating any agreement or understanding, written or otherwise, with any third party. Sales Agent agrees to hold the Company harmless from any actions brought by any third party with which Sales Agent may have or have had a business relationship, brought against the Company by such third parties.

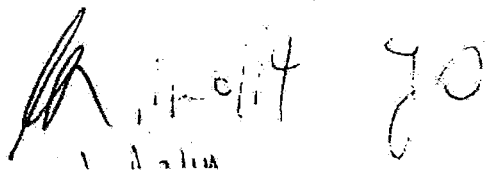
2. PRICING AND COMMISSIONS

2.1 Extended Pricing. As compensation for Sales Agent's performance under this Agreement, the Company will provide Extended Pricing, for the Products as listed in Exhibit A attached hereto, to the Sales Agent. The Extended Pricing may be changed at the Company's sole discretion, provided the Company gives thirty days prior written notice to the Sales Agent with justification as to the reason for the change. The Extended Pricing does not include any applicable sales taxes and other governmental assessments, (ii) transportation and insurance charges, (iii) prompt payment discounts actually allowed, (iv) returns allowed and credited, and (v) allowances and/or trade discounts allowed and credited.

2.2 Commissions. It is understood and agreed that Sales Agent shall neither earn nor be paid any commissions with respect to the Net Sales of orders placed with the Company.

3. ORDERS AND DELIVERY.

3.1 Orders for Products. All orders for Products must be submitted by Sales Agent in writing, by email or fax, and shall request a delivery date. Nothing contained in any order from Sales Agent shall in any way modify the terms of the Company or add any additional terms or conditions. No order shall be binding upon the Company until accepted in writing by the Company and the Company shall have no liability to Sales Agent with respect to orders that

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are not accepted. No partial shipment of an order shall constitute the acceptance of the entire order, absent the written acceptance of such entire order.

3.2 Delivery of Product. All Products delivered pursuant to the terms of this Agreement shall be suitably packed for shipment and marked for shipment by the Company to the address requested by the Sales Agent. Sales Agent is responsible for any and all freight, insurance, and other shipping expenses. Shipping dates are approximate and are based upon prompt receipt of all necessary information from Sales Agent. The Company shall use commercially reasonable efforts to deliver Products at the times and in the manner specified in the order.

3.3 Payment Terms. The Sales Agent will promptly pay in full for all Product delivered, pursuant to an order, within 30 days from receipt of an invoice from the Company.

4. SAMPLES AND PROMOTIONAL MATERIALS

4.1 Samples for Promotion of Products. From time to time the Company may deliver to Sales Agent items such as samples, literature and equipment for use in promoting and selling the Products. Except for items actually purchased by Sales Agent or delivered to Sales Agent as unrestricted no-charge samples according to the Company's specific instructions, the Company will retain all right, title and interest in and to such items and Sales Agent will hold them in a fiduciary capacity. Upon the termination of this Agreement, or upon the request of the Company, Sales Agent shall, return all such items in its possession to the Company.

4.2 Records Maintained by Sales Agent. Sales Agent will prepare and maintain accurate, complete and current books and records pertaining to the samples, literature, equipment and other promotional items, that are owned by the Company, including but not limited to type and quantity of each item and disposition thereof.

4.3 Consigned Inventory Policy.

(a) The Company shall establish for Sales Agent a Products inventory account. Except for the Products purchased directly by Sales Agent, the Company will retain all right, title and interest in and to such Products (the "Consigned Inventory"). Sales Agent will hold said Products in a fiduciary capacity under an account titled "Consigned Inventory."

(b) The Company may request a physical inventory of Company property held as Consigned Inventory by Sales Agent. The Company, at its expense, may elect to send a representative to review books and records of Sales Agent as they relate to Consigned Inventory as well as to physically audit the Consigned Inventory.

(c) The Sales Agent will not provide Product on consignment from Consigned Inventory provided by the Company to any person, end customer or other entity. The Company may provide equipment on consignment to end customers at its sole discretion and only after execution of a Consignment Agreement, as provided in Exhibit C, is fully executed.

Handwritten signature and date: 11/26/14
Handwritten initials: JM
Handwritten initials: 10.17/14

(d) Sales Agent will prepare and maintain complete and accurate books and records pertaining to Consigned Inventory, including but not limited to the type and quantity of each Product as well as the disposition thereof.

(e) Upon the termination of this Agreement, or upon the request of the Company, Sales Agent shall, at its own expense, return all Consigned Inventory in its possession to the Company.

5. TRAINING AND SERVICE. The Company shall provide technical training to Sales Agent's personnel at periodic intervals, with frequency and attendance goals to be determined by mutual agreement between Sales Agent and the Company. The Company shall pay for all travel expenses for its training personnel, and Sales Agent shall pay the travel expenses for its own personnel to attend the training. In addition to technical training, the Company shall cooperate with Sales Agent in establishing efficient promotional procedures and policies.

6. OBLIGATIONS OF PARTIES

6.1 Compliance with Laws and Regulations. Sales Agent shall comply fully, at its expense, with any and all applicable laws and regulations, whether federal, state or self-governing entity, applicable to the marketing and promotion of the Products. Sales Agent shall use its best efforts to promote the Products for use only by qualified customers and for uses and applications approved by the Food and Drug Administration and the Company for the Products.

6.2 Marketing Plan and Promotion. Within 30 days from the execution of this agreement, the Company and Sales Agent will mutually agree upon the sales goals and marketing plan for the Territory. Sales Agent shall promote the Products in the Territory. Sales Agent shall not promote the Products for any uses not pre-approved for such Products by applicable regulatory authorities or the Company.

6.3 Literature. The Company shall furnish Sales Agent with technical and advertising information concerning the Products. Sales Agent shall provide such information to prospective customers. Sales Agent shall not provide to customers any information or literature that is not pre-approved by the Company in writing or otherwise as provided by the Company to Sales Agent. Sales Agent shall provide to the Company, for purposes of review and comment, any and all promotional, advertising, and educational materials and programs created by the Sales Agent and relating to the Products, at least thirty days prior to the release of such materials or commencement of such programs.

6.4 Representations. Sales Agent shall not make any false or misleading representations to customers regarding the Company or the Products. Sales Agent shall not make any representations, warranties or guarantees with respect to the specifications, features or capabilities of the Products that are not consistent with the Company's documentation accompanying the Products or the Company's literature describing the Products, including the Company's standard limited warranty and disclaimers.

6.5 Customer Reporting. Sales Agent shall (i) provide adequate contact with existing and potential customers within the Territory on a regular basis, and (ii) provide notice to

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C. J. / L. H. /

the Company when it becomes aware of or suspects that the Products are being used outside the pre-approved uses specified by the Company.

6.6 Quality Reports. Sales Agent shall notify the Company promptly, but in any event within two days, upon learning of any Product failures or defects or any customer complaints regarding Products. Sales Agent shall assist the Company in investigating and resolving customer complaints with respect to the Products. Sales Agent shall be responsible for promptly, but in any event within five days from the date Sales Agent learns of such, providing the Company with a written report of all Product complaints and/or failures. The Company and Sales Agent shall comply with all applicable regulations promulgated by the Food and Drug Administration, or any other such applicable rule or regulation. Sales Agent shall assist the Company with compliance as required by the Company.

6.7 Assignment. Sales Agent shall not appoint, transfer, pledge or assign this Agreement or enter into any form of sub-representative agreement concerning any of its obligations under this Agreement without the prior written consent of the Company.

7. TERM AND TERMINATION

7.1 Term. This Agreement shall commence on the date hereof and continue in full force and effect for 12 months unless terminated earlier as provided in this Agreement. At the expiration of the Initial Term, this Agreement will automatically renew for successive one (1) year periods (each a "Renewal Term" and collectively with the Initial Term the "Term") unless a party provides the other parties with notice of its intent not to renew this Agreement at least ninety (90) days prior to the expiration of the then current term.

7.2 Termination for Cause. Except as otherwise provided in this Agreement, if either party defaults in the performance of any provision of this Agreement, then the non-defaulting party may give written notice to the defaulting party that if the default is not cured within thirty days the Agreement will be terminated. If the non-defaulting party gives such notice and the default is not cured during such thirty-day period, then the Agreement shall automatically terminate at the end of that period.

7.3 Termination for Insolvency, Merger, or Acquisition. This Agreement shall terminate, without notice, (i) upon the institution by or against either party of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of such party's debts, (ii) upon such party's making an assignment for the benefit of creditors, (iii) upon such party's dissolution or ceasing to do business, (iv) upon the acquisition or merger of either party, or (v) upon the sale or exclusive licensure of all or substantially all of the intellectual property rights related to the Products.

7.4 Termination following completion of initial 3 month period. Either party shall have the right to elect to terminate this Agreement without cause by delivering written notice of such election to the other party at any time during the 30 day period beginning ~~December 31, 2014~~ February 27, 2015 and ending ~~March 31, 2015~~ March 27, 2015 and if such notice is delivered, then this Agreement shall be deemed terminated effective ~~January 31, 2015~~ March 27, 2015.

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7.5 The Effect of Termination. After termination, Sales Agent will be entitled to have delivered the Products ordered and acknowledged in writing by the Company prior to termination.

7.6 Return of Materials. All photographs, samples, literature, and equipment of every kind shall remain the property of the Company. Within thirty days after the termination of this Agreement, Sales Agent shall prepare all such items in Sales Agent's possession for shipment, as the Company may direct, at the Company's expense. Sales Agent shall not make, use, dispose of or retain any copies of any confidential items or information that may have been entrusted to Sales Agent. Effective upon the termination of this Agreement, Sales Agent shall cease to use all trademarks and trade names of the Company.

7.7 Survival of Certain Terms. The provisions of Sections 1.5, 1.7, 2.2 (regarding orders received after termination of this Agreement), 6.6, 8, 9 and 10.4 shall survive the termination of this Agreement for any reason. All other rights and obligations of the parties shall cease upon termination of this Agreement.

8. WARRANTY AND LIABILITY COVERAGE

8.1 Standard Limited Warranty. Sales Agent shall pass on to customers the Company's standard limited warranty for the Products, including the limitations set forth in Section 8.3 below. This warranty is contingent upon proper use of the Product in the application for which it was intended and does not cover Products that were modified without the Company's pre-approval.

8.2 No Other Warranty/Limitation of Liability. Except for the express warranty set forth above, the Company does not grant any other warranties of any nature, directly or indirectly, express or implied, by statute or otherwise, regarding the merchantability, fitness for any purpose, suitability, condition or quality of the Product, or otherwise. In no event shall the Company be liable for any lost profits, special, consequential or incidental damages for breach of liability.

8.3 Product Liability. Sales Agent will be responsible for any liability arising out of (i) Sales Agent's promotion of the Products for applications not included in the Company's labeling, promotional material and instructions for use or (ii) liability claims arising from Sales Agent's training of customers being inconsistent with the Company training.

9. PROPERTY RIGHTS AND CONFIDENTIALITY

9.1 Property Rights. Sales Agent agrees that the Company owns all right and interest in the product lines that include the Products and in all of the Company's patents, trademarks, trade names, inventions, copyrights, know-how, and trade secrets relating to the design or processing of the Products. The use by Sales Agent of any of these property rights is authorized only for the purposes herein set forth, and upon termination of this Agreement, for any reason, such authorization shall cease.

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9.2 Confidentiality. Sales Agent acknowledges that by reason of Sales Agent's relationship to the Company hereunder, Sales Agent will have access to certain information and materials concerning the Company's business, plans, end-users, technology, and products that are confidential and of substantial value to the Company, which value would be impaired if such information were disclosed to third parties. Sales Agent agrees that it will not use in any way for Sales Agent's own account or the account of any third party, nor disclose to any third party, any such confidential information revealed to Sales Agent by the Company unless required to enforce terms of this Agreement, or pursuant to court order. Sales Agent shall take every reasonable precaution to protect the confidentiality of such information. Upon request by Sales Agent, the Company shall advise whether or not the Company considers any particular information or materials to be confidential. Sales Agent shall not publish any technical description of the Products beyond the description published by the Company. In the event of termination of this Agreement, there shall be no use or disclosure by Sales Agent of any confidential information of the Company.

10. TRADEMARKS AND TRADE NAMES

10.1 Use. During the term of this Agreement, Sales Agent shall have the right to indicate to the public that Sales Agent is an authorized representative of the Company's Products and to advertise within the Territory such Products under the trademarks, marks, and trade names that the Company may adopt from time to time (the "Company Trademarks"). Sales Agent shall not alter or remove any Company Trademark applied to the Products by the Company. Except as set forth in this Section 10, nothing contained in this Agreement shall grant to Sales Agent any right, title or interest in any Company Trademarks. At no time during or after the term of this Agreement shall Sales Agent challenge or assist others to challenge any Company Trademarks or the registration thereof or attempt to register any trademarks, marks or trade names confusingly similar to those of the Company Trademarks.

10.2 Approval of Representations. All representations of the Company Trademarks that Sales Agent intends to use shall first be submitted to the Company for approval, which shall not be unreasonably withheld, of design, color, and other details or shall be exact copies of those used by the Company. If any of the Company Trademarks are to be used in conjunction with another trademark on or in relation to the Products, then the Company's mark shall be presented equally legibly, equally prominently, and of greater size than the other but nevertheless separated from the other so that each appears to be a mark in its own right, distinct from the other mark.

10.3 Non-assignability. Nothing in this Agreement will be deemed in any way to constitute an assignment by the Company of the Company Trademarks or to give Sales Agent any right, title or interest in and to the Company Trademarks except as provided for herein. The parties hereto agree to do all that is necessary to ensure the continued and future validity of the Company Trademarks and any registrations thereof, which may be obtained by the Company.

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11. GENERAL PROVISIONS

11.1 Governing Law and Jurisdiction. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Florida, without regard to the conflict of laws provisions of such state.

11.2 Entire Agreement. This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter herein and merges all prior discussions between them. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless in writing and signed by the party to be charged.

11.3 Notices. Any notice required or permitted by this Agreement shall be in writing and shall be sent by fax, email, or by prepaid registered or certified mail, return receipt requested or by overnight courier, addressed to the other party at the address shown at the beginning of this Agreement or at such other address for which such party gives notice hereunder. All such notices and communications shall be effective upon personal delivery (if delivered by hand, including any overnight courier service), when deposited in the mails (if sent by mail), or when properly transmitted, successful transmission confirmed (if sent by a telecommunications device).

11.4 Force Majeure. Nonperformance of either party shall be excused to the extent that performance is rendered impossible by strike, fire, flood, governmental acts or orders or restrictions, failure of suppliers, or any other reason where failure to perform is beyond the reasonable control of and is not caused by the negligence of the non-performing party.

11.5 Non-assignable and Binding Effect. A mutually agreed consideration for each party entering into this Agreement is the reputation, business standing, and goodwill already honored and enjoyed by the other party, and, accordingly, each party agrees that such party's rights and obligations under this Agreement may not be transferred or assigned directly or indirectly without the prior written consent of the other party. Subject to the foregoing sentence, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors.

11.6 Legal Expenses. The prevailing party in any legal action brought by one party against the other and arising out of this Agreement shall be entitled, in addition to any other rights and remedies that such prevailing party may have, to reimbursement for expenses incurred by such prevailing party, including court costs and reasonable attorneys' fees, including costs and fees incurred in connection with collection.

11.7 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. Electronic copies of signed original documents will be deemed to be original.

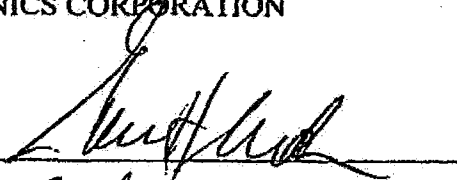
11.8 Partial Invalidity. If any provision of this Agreement is held to be invalid, then the remaining provisions shall nevertheless remain in full force and effect. The parties agree to re-negotiate in good faith any term held invalid and to be bound by the mutually agreed substitute provision.

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11.9 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the person, persons, entity or entities may require.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written. (Signatures on following page)

"The Company"
CYTONICS CORPORATION

By: 
Name: _____
Title: *GASTANO SANDER, MM*
President

"The Sales Agent"
LifeForm Healing Research, LLC

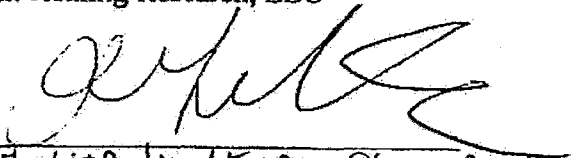
By: 
Name: *JULITA NIOLETA ALFERU*
Title: *COO*

EXHIBIT A

PRODUCTS & EXTENDED PRICING

1. Autologous Platelet Integrated Concentrate "APIC" System for the purpose of concentration of A2M to include:

	<u>Extended Price</u>
APIC Processing Kit	\$412.50
APIC Centrifuge	\$2,250.00
APIC Pump	\$2,350.00
APIC System Cart	\$487.50

2. FACT Diagnostic Products to include:

Joint Diagnostic Collection Kit and Assay/Testing Service

Molecular Discography Collection Kit and Assay/Testing Service

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EXHIBIT B

TERRITORY

The following shall constitute Sales Agent's "Territory," as defined in this Agreement.

1. **Territory includes the following physician type, category or specialty:** Sports medicine, physiatrist (PM&R), pain management, interventional radiologist, and orthopedic surgeons, but excluding those working at orthopedic urgent care centers, located in the following geographic territories:

2. **Territory includes the following Geographic Regions:**

	<u>Exclusivity Milestone</u>
United States of America	\$100K in any 90 day period
Europe, including the following countries Italy TBD	\$100K in any 90 day period
South America, including the following countries TBD	\$100K in any 90 day period

The agent will have not have the right to sell to wound care physicians or to anyone who is expected to use the product for the treatment of chronic wounds.

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EXHIBIT C

EQUIPMENT CONSIGNMENT AGREEMENT

This agreement will cover all equipment ("the Equipment") supplied by Cytonics Corporation ("Cytonics"), and consigned to _____, with principal place of business at _____ (the "Customer"). This agreement sets forth the terms and conditions under which Cytonics will provide the customer with the Equipment for the purpose of minimizing the customer's investment, and to ensure that the Equipment is available when required.

Cytonics and the Customer have mutually agreed upon the terms and conditions under which the Equipment will be consigned to the Customer, as follows.

1. Equipment Intended Use

Cytonics agrees to provide to Customer the Equipment as detailed on Addendum 1, attached hereto. The Equipment is provided by Cytonics at no charge to the Customer, however is provided solely for use by the Customer in conjunction with the APIC Processing Kits. The Customer will not use the Equipment for any other purpose than its intended use with the APIC Processing Kits. The Customer will not share or loan out the Equipment with another institution or entity without Cytonics' prior written approval.

2. APIC Processing Kit Use and Pricing

Cytonics and Customer will enter into a firm agreement on pricing and minimum monthly usage levels for all APIC Processing Kits to be used with the Equipment, as detailed on Addendum 1, attached hereto. If the minimum monthly usage levels are not met, the need for the Equipment to be consigned will be reassessed. Cytonics retains the right to have the Equipment removed from the Customer's facility at Cytonics sole discretion after providing the Customer with a 30-day advanced notice.

4. Return of Equipment

Customer can return the Equipment to Cytonics at any time. However, the Equipment should be packaged in the original boxes and packaging material, or customer may contact Cytonics to request replacement boxes and packaging material at no cost. After the Equipment is properly packaged, Cytonics personnel should be informed that the Equipment is ready for shipment so that arrangement can be made with an authorized shipping company to pick up and deliver the Equipment back to Cytonics. Cytonics will inspect the Equipment upon receipt at our facility. If Cytonics determines that any damage to the Equipment has been caused as a result of the Customer's improper use, packaging, or shipping, the cost of repairing the Equipment will be the responsibility of the Customer.

5. Responsibility for Loss or Damage

Any and all Equipment lost or damaged during shipment to the Customer will be the responsibility of Cytonics Corporation. The Equipment will not be considered to be in the possession of the Customer until it has been received at the Customer's facilities. Thereafter, the

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Equipment will be considered in the possession of the Customer and all responsibility for loss or damage will be the responsibility of the Customer.

6. Lost or Damaged Equipment

The Customer recognizes that the Equipment is the sole and exclusive property of Cytonics until it is lost, at which time the Equipment will become the property of the Customer and invoiced at the agreed upon Equipment Price, as detailed in Addendum 1. The Customer agrees to keeping the Equipment clean and in a location that will avoid potential damage or contamination. Cytonics retains the right to inspect the Equipment at any time, with reasonable notice given. The Customer is responsible for assuring that any and all damage to or malfunction of the Equipment is promptly reported to Cytonics. If any damage to the Equipment is determined to be as a result of the Customer's improper use, the cost of repairing the Equipment will be the responsibility of the Customer.

7. Product Recalls

Cytonics shall notify the Customer immediately of any product recall or alert, voluntary or otherwise.

8. Term and Termination

This agreement shall have an initial term of one (1) year from the signing date, and may be renewed for successive one-year (1-year) term upon the mutual written agreement of both parties. This agreement may be terminated, without cause, upon 30 days advance written notice by either party. All Equipment must be returned within 30 days of agreement termination.

9. Complete Agreement

This Agreement, together with the Addendum, constitutes the entire agreement between the parties with respect to the subject matter hereof and may not be modified or amended except in writing signed by both parties.

10. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of The State of Florida, and the County of Palm Beach, without regard to its conflicts of law provisions.

11. Severability

If any one or more of the provisions of this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect any other term or provision of this Agreement. If any provision in this Agreement shall be held to be excessively broad, it shall be construed by limiting it so as to be enforceable to the extent compatible with applicable law.

12. No Waiver

The waiver by either party hereto of any right hereunder or the failure to perform or of a breach by the other party shall not be deemed a waiver of any other right hereunder or of any other breach or failure by said other party whether of a similar nature or otherwise.

11/26/14
12/2/14 JO

13. Assignment

The Customer shall not assign, sublicense, or transfer any of its obligations, responsibilities, rights or interests under this Agreement without the prior written consent of the Company. The Company may assign this Agreement to an affiliate or a successor to its business, whether by merger or a sale of all or substantially all of its assets relating to this Agreement.

Signed and mutually agreed this 26 of NOVEMBER, 2014.

Cytonics Corporation

Signed: _____

Print Name: _____

Title: _____

Customer

Signed: _____

Print Name: _____

Title: _____

ADDENDUM 1

EQUIPMENT CONSIGNMENT AGREEMENT

Customer Name:

Equipment Supplied

Serial Number

Equipment Price

1. APIC PRP System Pump
2. APIC PRP System Centrifuge
3. APIC System Cart

APIC PRP Processing Kit Contract Price: \$ /Kit

Minimum Monthly PRP Kit Usage Levels: Purchase of (specify) APIC Processing Kits / mth

11/26/14 | JO
12/2/14 | [Signature]



ANGEL OLIFERUK <angeloliferuk@gmail.com>

Two Meetings coming up we like to Manage A2M Bio INC

Emery Smith <emerysmith28@gmail.com>

Mon, Mar 30, 2015 at 6:13 PM

To: Gaetano Scuderi <scuderimd@aol.com>

Cc: Anna Stahl <anna@lifeformhealing.com>, ANGEL OLIFERUK <angeloliferuk@gmail.com>

Dr, Scuderi,

I have purchased a booth space for a sold out meeting in Naples Florida 9th-12th, AOAPRN, Anna and I know just about every Doctor there and we have a separate Booth just for our new A2M Bio INC. I have one A2M Bio INC tech/rep there and would like to request Katie come to help man the booth because I am sending every Doctor there to the booth, and it will get quite hectic. Anna and I can not unfortunately be at the booth but we are sending everyone to that booth. My EmCyte partner may be floating around and some other EmCyte Spies, so we will work from the inside, I am dissolving EmCyte by September by the way, thats confidential:) Life Form has a booth there so everyone that comes will be informed about this new system over there at the New A2M BIO booth:)) See LOGO Below.....Should clean house nicely since we know the president and the entire board of Directors are our friends.

As for your Virginia meeting I have a separate team for that, since its at the same time, please advise who I need to register my team with there, where to set up, contact info, etc. Where to send our A2mBio booth, How big is Booth? I know we spoke of this earlier just want verification and clarity that A2M Bio INC will be running the booth and sales etc. Will catch up with you later about the other Corporate updates. Check out our new Logos and Folders, wait until you see the website.....What do you think so far?

Sincerely,

ES





ANGEL OLIFERUK <angeloliferuk@gmail.com>

A2M Bio Banners and Educational Info

Emery Smith <emerysmith28@gmail.com>

Mon, Mar 30, 2015 at 6:35 PM

To: Gaetano Scuderi <scuderimd@aol.com>

Cc: ANGEL OLIFERUK <angeloliferuk@gmail.com>, Anna Stahl <anna@liformhealing.com>

Guy,

We are writing all new folders Banners, Table cloths, etc. All out Marketing info. I was wondering with all the new data, would you like me to use certain keywords instead of "Concentration< Filtration, centrifugation, I also recommend quoting some of your latest findings and papers, in our new welcome packs. Please advise if you want to add.

A2M Bio Mission statement and marketing video commercial.....

Our Mission is to end world Osteo related Diseases by perfecting and enhancing autologous protein and non cellular concentrates.

The Osteo related diseases has reached a staggering global epidemic spread, affecting more then 45% of earths population and rising.

It was not until recently, with the advent of new biological technologies, that our award winning scientist and physicians have now found a way to enhance your own healing capabilities by reducing inflammation.

A2M Bio INC "we got your back" yes we mean spine....lol...ok maybe thats a little much but you be surprised...

Just a taste of what is to come.

Thanks,

ES

Subject: Re: FACT test results

Date: Thursday, May 28, 2015 at 5:46:17 AM Pacific Daylight Time

From: Emery Smith

To: Mills Rich

CC: Katie Lucie, A2M BIO

Mills,

They are in the middle of moving please allow 3-4 days for a response. Also note orders at Cytonics take 3-4 days to fill. So it would be wise to keep more stock on hand because once order is placed it won't leave warehouse until 3-4 days later. We are in the middle of revamping this and soon A2m Bio will be taking over all orders, shipping, etc, which will allow us more control in expediting shipments. Thank you for your patience.

A2MBio Management

Sent from my iPhone

On May 21, 2015, at 17:31, Mills Rich <millsrich@biorichmed.com> wrote:

Katie,

Please attached copies of the 2 patients that had provided samples to be tested and were sent in to Cytonics. I have also included the accounts info for your records so you know where to send the results.

There is a 3rd one is Michael Bell DOB: 8/11/64 done on 4/14/15 that was sent in but they cannot locate their copy.

Also a 4th on Carol Frey DOB: 11/24/52 was done on 4/25/15, and again, it was sent in but they cannot locate their copy.

Can you please confirm:

- That you have these 4
- When they can receive the results (and how it will be sent)

Thanks for your assistance.

Mills Rich

W: (949) 333-0999

Fax: (949) 269-0459

Cell: (310) 993-8380

millsrich@biorichmed.com

<http://www.biorichmed.com>

<image001.jpg>



NOTICE TO RECIPIENT: If you are not the intended recipient of this e-mail, you are prohibited from sharing, copying, or otherwise using or disclosing its contents. If you have received this e-mail in error, please notify the sender immediately by reply e-mail and permanently delete this e-mail and any attachments without reading, forwarding or saving them. Thank you.

From: A2M BIO [mailto:accounting@a2mbio.com]
Sent: Wednesday, May 20, 2015 6:03 AM
To: Mills Rich
Subject: Fwd: FACT test results

Sent from my iPhone

Begin forwarded message:

From: Katie Lucie <katie.lucie@cytonics.com>
Date: May 20, 2015 at 7:17:25 AM EST
To: A2M BIO <accounting@a2mbio.com>
Cc: "Dr. Scuderi" <scuderimd@aol.com>
Subject: Re: FACT test results

I apologize for the confusion and lack of communication. Due to the lab move the fact test is currently suspended until June 3 as Dr. Scuderi mentioned, and samples received are being stored until that date. We do have some test results that are available that were tested prior to last week. Our process for sending test results is to email or fax the physician a results report which includes the physician info, patient name, date of collection, date of test, collection site, and results. However for a few new doctors we do not have the contact information for the institution. What Mills or anyone else in your group should do is complete the new account form, available on the Cytonics website under "physicians" and "downloadable materials", and email this form to me. I can then set it up in the system so that the results report, which is generated for each patient, will be emailed or faxed to the proper person. Please feel free to contact me with any additional questions. Thank you, Katie

Sent from my iPhone

On May 19, 2015, at 2:39 PM, A2M BIO <accounting@a2mbio.com> wrote:

Dr. Scuderi and Katie,

This is the email I have received from Mills Rich.

Would you please advice on how we can keep a better track of the FACT samples that are being sent in to Cytonics? Is there anything I could do to help you?

Thank you,

Anna Stahl

From: Mills Rich <millsrich@biorichmed.com>
Date: Monday, May 18, 2015 at 11:12 PM
To: ANNA STAHL <anna@lifeformhealing.com>
Cc: Emery 2015 <emerysmith28@gmail.com>
Subject: FACT test results

Anna,

One of my accounts has sent in a number of FACT test sample for testing over the past few weeks, but they have not been contacted, sent any results, not even confirmation of receipt (?).

Can you please find out from Cytonics what is going on.

I need to know:

- Did they receive them?
- How many?
- When / how do they receive the results?
- What is the normal process?

Lastly, I would like some more FACT kits shipped out to one of my accounts.

Thanks,

Mills

Mills Rich
W: (949) 333-0999
Fax: (949) 269-0459
Cell: (310) 993-8380
millsrich@biorichmed.com
<http://www.biorichmed.com>



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<image001.jpg>

<3588_001.pdf>

<3618_001.pdf>

Subject: Re: TOBI conference -

Date: Friday, June 5, 2015 at 4:29:53 PM Pacific Daylight Time

From: A2M BIO

To: Mills Rich

CC: lisarich@biorichmed.com

Hi Mills,

Yes correct . We will have everything ready for you on Tuesday. Would you like to stop by at Violet condo and pick this up? Please let me know. Thank you Angel

Sent from my iPhone

On Jun 5, 2015, at 7:28 AM, Mills Rich <millsrich@biorichmed.com> wrote:

Angel,

Emery asked that I forward this to you.

Can you please confirm my request for the literature and pop-up banner?

I need to receive by Wed., 5/10.

Thanks

Mills Rich

W: (949) 333-0999

Fax: (949) 269-0459

Cell: (310) 993-8380

millsrich@biorichmed.com

<http://www.biorichmed.com>



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From: Mills Rich [<mailto:millsrich@biorichmed.com>]

Sent: Wednesday, June 3, 2015 11:58 PM
To: Katie Lucie (Katie.Lucie@Cytonics.com)
Cc: emerysmith28@gmail.com
Subject: TOBI conference -

Katie,

The TOBI conference starts in 1 week, Friday May 12th.

Can you please send me:

- The Tri-fold pamphlets (100 ea.)
- The pop-up banner

Pls send to:

Mills Rich
6 St. Laurent
Newport Coast, CA. 92657

*** I will need to receive by Wed. 5/10th as I'm leaving on Thursday 5/11 to LV.

Please confirm,

Thanks -

Mills

Mills Rich
W: (949) 333-0999
Fax: (949) 269-0459
Cell: (310) 993-8380
millsrich@biorichmed.com
<http://www.biorichmed.com>



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ANGEL OLIFERUK <angeloliferuk@gmail.com>

Fwd: Hi Dr. Smith

Emery Smith <Emery@biohealixresearch.com>
 To: ANGEL OLIFERUK <angeloliferuk@gmail.com>

Mon, Jul 13, 2015 at 12:46 PM

I'm doing a TV show on a2m bio next month:)

Sent from my iPhone

Begin forwarded message:

From: <rebeccabell@rbellmedical.com>
Date: July 6, 2015 at 20:33:05 PDT
To: Mike Lesner <thecopyvessel@aol.com>, <emery@biohealixresearch.com>, <prabhatsoni7@aol.com>
Subject: RE: Hi Dr. Smith

Mike,

Emery is the inventor of the A2M kit. This will be the next generation in Osteoarthritis. If your around Vegas this weekend I will be training with Emery on A2M. Additionally I will be training a group of doctors with the Pen.

Check out a2m @ www.a2mbio.com

411 Lucerne Dr. #1
 Verona WI 53593
 312-887-0704

----- Original Message -----

Subject: Hi Dr. Smith
 From: Mike Lesner <thecopyvessel@aol.com>
 Date: Mon, July 06, 2015 8:08 pm
 To: emery@biohealixresearch.com, rebeccabell@rbellmedical.com, prabhatsoni7@aol.com

Rebecca Bell has been kind enough to introduce us.

I produce the longest running health show on television...for PBS.
 Here are some sample American Health Journal shows...

<http://www.thedoctorshow.com/shows/latest-shows/>

I recently had the good fortune to also shoot Dr. Soni and his segment will air as part of a show on PBS. I sent along the Broadcast Notice for several airings, the first on Sunday, July 12.

I look forward to chatting with you soon!



11100000735

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

PICK-UP WAIT MAIL

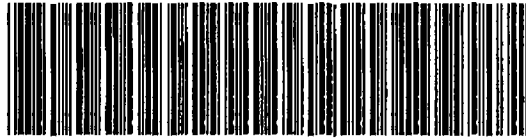
(Business Entity Name)

(Document Number)

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01/25/16--01032--016 **160.00

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

2016 JAN 21 P 4: 24

FILED



JAN 28 2016
J. BRUCE

APPLICATION BY FOREIGN LIMITED LIABILITY COMPANY FOR AUTHORIZATION TO TRANSACT BUSINESS IN FLORIDA

IN COMPLIANCE WITH SECTION 605.0902, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED TO REGISTER A FOREIGN LIMITED LIABILITY COMPANY TO TRANSACT BUSINESS IN THE STATE OF FLORIDA:

1. LIFEFORM HEALING RESEARCH, LLC
(Name of Foreign Limited Liability Company; must include "Limited Liability Company," "L.L.C.," or "LLC.")

(If name unavailable, enter alternate name adopted for the purpose of transacting business in Florida. The alternate name must include "Limited Liability Company," "L.L.C.," or "LLC.")

2. TEXAS 3. 46-4715465
(Jurisdiction under the law of which foreign limited liability company is organized) (FEI number, if applicable)

4. (Date first transacted business in Florida, if prior to registration.) (See sections 605.0904 & 605.0905, F.S. to determine penalty liability)

5. 6900 DANIELS PKWY, SUITE 29, PMB 125, FORT MYERS, FL 33912
(Street Address of Principal Office)

6. 6900 DANIELS PKWY, SUITE 29, PMB 125, FORT MYERS, FL 33912
(Mailing Address)

7. Name and street address of Florida registered agent: (P.O. Box NOT acceptable)

Name: ANNA STAHL
Office Address: 738 FARGO DR
FORT MYERS, Florida 33913
(City) (Zip code)

FILED
2016 JAN 27 P 4: 24
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Registered agent's acceptance:

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this application, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Anna Stahl

(Registered agent's signature)

8. The name, title or capacity and address of the person(s) who has/have authority to manage is/are:

ANNA STAHL, PRESIDENT - 738 FARGO DR, FORT MYERS, FL 33913

9. Attached is a certificate of existence, no more than 90 days old, duly authenticated by the official having custody of records in the jurisdiction under the law of which it is organized. (If the certificate is in a foreign language, a translation of the certificate under oath of the translator must be submitted)

Anna Stahl

Signature of an authorized person

This document is executed in accordance with section 605.0203 (1) (b), Florida Statutes. I am aware that any false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S.

ANNA STAHL

Typed or printed name of signee

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697



Carlos H. Cascos
Secretary of State

Office of the Secretary of State

Certificate of Fact

The undersigned, as Secretary of State of Texas, does hereby certify that the document, Certificate of Formation for LifeForm Healing Research, LLC (file number 801925920), a Domestic Limited Liability Company (LLC), was filed in this office on January 31, 2014.

It is further certified that the entity status in Texas is in existence.

In testimony whereof, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in Austin, Texas on January 13, 2016.



A handwritten signature in black ink, appearing to read "Cascos" followed by a horizontal line.

Carlos H. Cascos
Secretary of State

Wednesday, May 4, 2016 at 7:57:47 PM Pacific Daylight Time

Subject: FW: Letter for Insurance Purposes
Date: Tuesday, December 8, 2015 at 3:40:13 PM Pacific Standard Time
From: A2M BIO
To: Cellmedica Accounting

From: Ray Johnson <Ray.Johnson@Cytonics.com>
Date: Tuesday, December 8, 2015 12:28 PM
To: Anna Stahl <anna@lifeformhealing.com>
Cc: Anna Stahl <accounting@a2mbio.com>, Gaetano Scuderi <scuderimd@me.com>
Subject: Letter for Insurance Purposes

Dear Anna:

Sincere thanks for your time on the phone today. I communicated to Dr. Scuderi and Dr. Salvagno that you are not willing to continue to distribute the APIC PRP system under A2Mcyte under any condition. I believe that they understand and accept your reasons, with regret.

I understand that you need a letter from Cytonics indicating that your rights to sell APIC PRP have been transfer from LifeForm to A2mBio so that you can get product liability insurance. Although you are aware that the rights to the APIC PRP system have been licensed to A2Mcyte, and your agency rights will be terminated as a result of the license, I believe Dr. Scuderi will be willing to sign a letter authorizing the transfer. I have drafted the attached letter, which has been back dated and should allow you to get the insurance that you require. Please make changes as you see fit and send to Dr. Scuderi directly for signing.

Thanks and regards, Ray

Ray Johnson
Cytonics Corporation
561.714.4894 Cell
Ray.Johnson@Cytonics.com

All communications are confidential and only to be viewed by the addressed recipient.





May 4, 2016

Ms. Anna Stahl, President
LifeForm Healing Research LLC,
6900 Daniels Parkway
Suite 29- PMB 125
Fort Myers, Florida, 33912

Dear Ms. Stahl:

Pursuant to clause 11.5 of the sales agency agreement (the "Sales Agency Agreement") entered in to between LifeForm Healing Research, LLC and Cytonics Corporation, on or about September 15, 2014, we hereby accept and agree to your request to transfer all of the rights and obligations of the Sales Agency Agreement to A2Mbio, LLC, effective immediately.

We look forward to working with A2Mbio and your continued success in selling our APIC PRP System to your customers.

Sincerely,

Gaetano Scuderi, MD
President

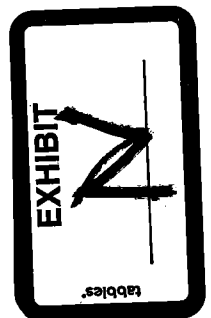
6:24 PM

12/07/15

Accrual Basis

EmCyte Corporation Customer Open Balance All Transactions

Type	Date	Num	Memo	Due Date	Open Balance	Amount
LifeForm Healing Research,LLC.						
Invoice	08/26/2015	10979	FB: SO# - 1...	10/10/2015	3,667.17	6,750.00
Invoice	08/26/2015	10981	FB: SO# - 1...	10/10/2015	270.00	270.00
Invoice	08/26/2015	11015	FB: SO# - 1...	10/10/2015	550.00	550.00
Invoice	08/27/2015	11019	FB: SO# - 1...	10/11/2015	1,100.00	1,100.00
Invoice	08/27/2015	11017	FB: SO# - 1...	10/11/2015	810.00	810.00
Invoice	08/28/2015	11040	FB: SO# - 1...	10/12/2015	1,380.00	1,380.00
Invoice	08/28/2015	11034	FB: SO# - 1...	10/12/2015	1,100.00	1,100.00
Invoice	08/28/2015	11033	FB: SO# - 1...	10/12/2015	1,100.00	1,100.00
Invoice	08/28/2015	11041	FB: SO# - 1...	10/12/2015	1,500.00	1,500.00
Invoice	08/31/2015	11047	FB: SO# - 1...	10/15/2015	2,010.00	2,010.00
Invoice	09/01/2015	11068	FB: SO# - 1...	10/16/2015	2,700.00	2,700.00
Invoice	09/01/2015	11067	FB: SO# - 1...	10/16/2015	2,200.00	2,200.00
Invoice	09/01/2015	11066	FB: SO# - 1...	10/16/2015	405.00	405.00
Invoice	09/01/2015	11077	FB: SO# - 1...	10/16/2015	1,375.00	1,375.00
Invoice	09/01/2015	11070	FB: SO# - 1...	10/16/2015	1,100.00	1,100.00
Invoice	09/01/2015	11065	FB: SO# - 1...	10/16/2015	550.00	550.00
Invoice	09/01/2015	11081	FB: SO# - 1...	10/16/2015	1,500.00	1,500.00
Invoice	09/02/2015	11086	FB: SO# - 1...	10/17/2015	350.00	350.00
Invoice	09/02/2015	11085	FB: SO# - 1...	10/17/2015	1,350.00	1,350.00
Invoice	09/03/2015	11099	FB: SO# - 1...	10/18/2015	1,650.00	1,650.00
Invoice	09/04/2015	11110	FB: SO# - 1...	10/19/2015	1,550.00	1,550.00
Invoice	09/04/2015	11101	FB: SO# - 1...	10/19/2015	455.00	455.00
Invoice	09/04/2015	11102	FB: SO# - 1...	10/19/2015	1,350.00	1,350.00
Invoice	09/04/2015	11111	FB: SO# - 1...	10/19/2015	675.00	675.00
Invoice	09/04/2015	11112	FB: SO# - 1...	10/19/2015	1,500.00	1,500.00
Invoice	09/04/2015	11116	FB: SO# - 1...	10/19/2015	1,080.00	1,080.00
Invoice	09/09/2015	11141	FB: SO# - 1...	10/24/2015	1,500.00	1,500.00
Invoice	09/09/2015	11139	FB: SO# - 1...	10/24/2015	2,040.00	2,040.00
Invoice	09/09/2015	11140	FB: SO# - 1...	10/24/2015	1,850.00	1,850.00
Invoice	09/09/2015	11146	FB: SO# - 1...	10/24/2015	1,500.00	1,500.00
Invoice	09/09/2015	11137	FB: SO# - 1...	10/24/2015	5,400.00	5,400.00
Invoice	09/10/2015	11156	FB: SO# - 1...	10/25/2015	550.00	550.00
Invoice	09/10/2015	11154	FB: SO# - 1...	10/25/2015	405.00	405.00
Invoice	09/10/2015	11153	FB: SO# - 1...	10/25/2015	1,350.00	1,350.00
Invoice	09/11/2015	11174	FB: SO# - 1...	10/26/2015	1,080.00	1,080.00
Invoice	09/11/2015	11170	FB: SO# - 1...	10/26/2015	2,700.00	2,700.00
Invoice	09/15/2015	11183	FB: SO# - 1...	10/30/2015	700.00	700.00
Invoice	09/15/2015	11182	FB: SO# - 1...	10/30/2015	1,350.00	1,350.00
Invoice	09/15/2015	11192	FB: SO# - 1...	10/30/2015	2,565.00	2,565.00
Invoice	09/16/2015	11206	FB: SO# - 1...	10/31/2015	1,100.00	1,100.00
Invoice	09/16/2015	11196	FB: SO# - 1...	10/31/2015	270.00	270.00
Invoice	09/18/2015	11228	FB: SO# - 1...	11/02/2015	550.00	550.00
Invoice	09/21/2015	11214	FB: SO# - 1...	11/05/2015	945.00	945.00
Invoice	09/23/2015	11276	FB: SO# - 1...	11/07/2015	2,700.00	2,700.00
Invoice	09/23/2015	11275	FB: SO# - 1...	11/07/2015	1,500.00	1,500.00
Invoice	09/23/2015	11278	FB: SO# - 1...	11/07/2015	270.00	270.00
Invoice	09/23/2015	11277	FB: SO# - 1...	11/07/2015	4,050.00	4,050.00
Invoice	09/23/2015	11274	FB: SO# - 1...	11/07/2015	1,400.00	1,400.00
Invoice	09/29/2015	11311	FB: SO# - 1...	11/13/2015	675.00	675.00
Invoice	09/30/2015	11328	FB: SO# - 1...	11/14/2015	1,050.00	1,050.00
Invoice	09/30/2015	11312	FB: SO# - 1...	11/14/2015	405.00	405.00
Invoice	10/01/2015	11343	FB: SO# - 1...	11/15/2015	135.00	135.00
Invoice	10/01/2015	11345	FB: SO# - 1...	11/15/2015	455.00	455.00
Invoice	10/01/2015	11344	FB: SO# - 1...	11/15/2015	945.00	945.00
Invoice	10/01/2015	11342	FB: SO# - 1...	11/15/2015	1,600.00	1,600.00
Invoice	10/01/2015	11346	FB: SO# - 1...	11/15/2015	270.00	270.00
Invoice	10/02/2015	11361	FB: SO# - 1...	11/16/2015	1,080.00	1,080.00
Invoice	10/02/2015	11355	FB: SO# - 1...	11/16/2015	405.00	405.00
Invoice	10/02/2015	11354	FB: SO# - 1...	11/16/2015	675.00	675.00
Invoice	10/02/2015	11353	FB: SO# - 1...	11/16/2015	1,350.00	1,350.00
Invoice	10/02/2015	11358	FB: SO# - 1...	11/16/2015	945.00	945.00
Invoice	10/06/2015	11389	FB: SO# - 1...	11/20/2015	402.20	402.20
Invoice	10/06/2015	11390	FB: SO# - 1...	11/20/2015	5,055.85	5,055.85
Invoice	10/06/2015	11386	FB: SO# - 1...	11/20/2015	5,549.21	5,549.21
Invoice	10/06/2015	11391	FB: SO# - 1...	11/20/2015	832.63	832.63
Invoice	10/07/2015	11398	FB: SO# - 1...	11/21/2015	2,500.00	2,500.00
Invoice	10/09/2015	11425	FB: SO# - 1...	11/23/2015	524.20	524.20



6:24 PM

12/07/15

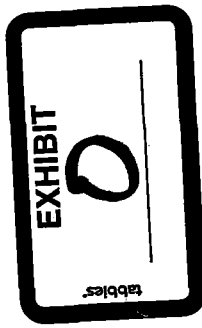
Accrual Basis

EmCyte Corporation
Customer Open Balance
All Transactions

Type	Date	Num	Memo	Due Date	Open Balance	Amount
Invoice	10/09/2015	11423	FB: SO# - 1...	11/23/2015	3,791.39	3,791.39
Invoice	10/09/2015	11426	FB: SO# - 1...	11/23/2015	573.90	573.90
Invoice	10/09/2015	11431	FB: SO# - 1...	11/23/2015	753.37	753.37
Invoice	10/12/2015	11444	FB: SO# - 1...	11/26/2015	2,733.25	2,733.25
Invoice	10/12/2015	11436	FB: SO# - 1...	11/26/2015	813.10	813.10
Invoice	10/12/2015	11443	FB: SO# - 1...	11/26/2015	2,744.84	2,744.84
Invoice	10/12/2015	11441	FB: SO# - 1...	11/26/2015	1,393.65	1,393.65
Invoice	10/12/2015	11445	FB: SO# - 1...	11/26/2015	1,319.77	1,319.77
Invoice	10/13/2015	11460	FB: SO# - 1...	11/27/2015	826.71	826.71
Invoice	10/15/2015	11471	FB: SO# - 1...	11/29/2015	675.00	675.00
Invoice	10/15/2015	11472	FB: SO# - 1...	11/29/2015	675.00	675.00
Invoice	10/16/2015	11313	FB: SO# - 1...	11/30/2015	4,050.00	4,050.00
Invoice	10/16/2015	11493	FB: SO# - 1...	11/30/2015	810.00	810.00
Invoice	10/16/2015	11492	FB: SO# - 1...	11/30/2015	4,050.00	4,050.00
Invoice	10/16/2015	11491	FB: SO# - 1...	11/30/2015	540.00	540.00
Invoice	10/19/2015	11518	FB: SO# - 1...	12/03/2015	1,500.00	1,500.00
Invoice	10/19/2015	11513	FB: SO# - 1...	12/03/2015	810.00	810.00
Invoice	10/22/2015	11494	FB: SO# - 1...	12/06/2015	1,100.00	1,100.00
Invoice	10/22/2015	11558	FB: SO# - 1...	12/06/2015	1,080.00	1,080.00
Invoice	10/22/2015	11559	FB: SO# - 1...	12/06/2015	1,080.00	1,080.00
Invoice	10/23/2015	11569	FB: SO# - 1...	12/07/2015	8,100.00	8,100.00
Invoice	10/23/2015	11565	FB: SO# - 1...	12/07/2015	4,050.00	4,050.00
Invoice	10/23/2015	11576	FB: SO# - 1...	12/07/2015	185.00	185.00
Invoice	10/27/2015	11601	FB: SO# - 1...	12/11/2015	405.00	405.00
Invoice	10/27/2015	11598	FB: SO# - 1...	12/11/2015	1,350.00	1,350.00
Invoice	10/27/2015	11609	FB: SO# - 1...	12/11/2015	1,850.00	1,850.00
Invoice	10/27/2015	11610	FB: SO# - 1...	12/11/2015	925.00	925.00
Invoice	10/27/2015	11602	FB: SO# - 1...	12/11/2015	405.00	405.00
Invoice	10/27/2015	11605	FB: SO# - 1...	12/11/2015	945.00	945.00
Invoice	10/27/2015	11606	FB: SO# - 1...	12/11/2015	810.00	810.00
Invoice	10/29/2015	11633	FB: SO# - 1...	12/13/2015	1,500.00	1,500.00
Invoice	11/09/2015	11600	FB: SO# - 1...	12/24/2015	405.00	405.00
Invoice	11/25/2015	11925	FB: SO# - 1...	01/09/2016	135.00	135.00
Credit Memo	11/30/2015	1192...	FB: SO# - 1...	01/14/2016	-135.00	-135.00
Credit Memo	12/01/2015	1170...	FB: SO# - 1...	01/15/2016	-1,500.00	-1,500.00
Total LifeForm Healing Research,LLC.					144,656.24	147,739.07
TOTAL					144,656.24	147,739.07

List of EmCyte customers that was taken by Lifeform after the execution of the Lifeform Distribution agreement in January 2014 to the detriment of EmCyte amounting to \$164,695

CUSTOMER	PRODUCT	Quantity	LF PRICE TO CUSTOMER	LF TOTAL	EMCYTE CUSTOMER SINCE	EMCYTE PRICE TO LF	EMCYTE TOTAL	LOSS REVENUE
Virginia Center for Health and Wellness	GS60PURE	20	225	\$ 4,500.00	9/20/2012	135	\$ 2,700.00	\$ 1,800.00
Annette Zaharoff	GS120 PURE II	10	205	\$ 2,050.00	10/22/2013	135	\$ 1,350.00	\$ 700.00
	GS60 PURE II	90	205	\$ 18,450.00		135	\$ 12,150.00	\$ 6,300.00
APM Spine and Sorts Physicians	GS120	31	165	\$ 5,115.00	12/12/2013	135	\$ 4,185.00	\$ 930.00
	GS60 PURE	36	165	\$ 5,940.00		135	\$ 4,860.00	\$ 1,080.00
	BC60 PURE	18	415	\$ 7,470.00		350	\$ 6,300.00	\$ 1,170.00
	GSBMA-60	4	550	\$ 2,200.00		350	\$ 1,400.00	\$ 800.00
Athena Mavromati	GS60 PURE II	24	205	\$ 4,920.00	5/17/2012	135	\$ 3,240.00	\$ 1,680.00
Benjamin Bieber	PL6050	11	550	\$ 6,050.00	8/28/2013	195	\$ 2,145.00	\$ 3,905.00
	GS60 PURE	28	205	\$ 5,740.00		135	\$ 3,780.00	\$ 1,960.00
	GS60 PURE II	14	205	\$ 2,870.00		135	\$ 1,890.00	\$ 980.00
	BC60 PURE	4	550	\$ 2,200.00		350	\$ 1,400.00	\$ 800.00
BPS Rehabilitation	GS60 PURE	32	205	\$ 6,560.00		135	\$ 4,320.00	\$ 2,240.00
Brett P Dines	GS60 PURE II	5	185	\$ 925.00		135	\$ 675.00	\$ 250.00
Brett Lockman	GS60 PURE II	3	205	\$ 615.00		135	\$ 405.00	\$ 210.00
	GS120 PURE II	1	245	\$ 245.00		135	\$ 135.00	\$ 110.00
Cruz MD	GS60 PURE-CDA	20	85	\$ 1,700.00		45	\$ 900.00	\$ 800.00
Eva Chavez (Thrive Physical Medicine)	GS60 PURE II	248	185	\$ 45,880.00	10/15/2013	135	\$ 33,480.00	\$ 12,400.00
	GS120 PURE II	45	245	\$ 11,025.00		135	\$ 6,075.00	\$ 4,950.00
Gerald R Harris	GS60 PURE-CDA	243	75	\$ 18,225.00	4/10/2013	45	\$ 10,935.00	\$ 7,290.00
	PL6050	9	75	\$ 675.00		195	\$ 1,755.00	
	PL6050	6	195	\$ 1,170.00		195	\$ 1,170.00	
	GS60	2	81.5	\$ 163.00		110	\$ 220.00	
	GS120	15	90	\$ 1,350.00		135	\$ 2,025.00	
	GSBMA120	6	450	\$ 2,700.00		400	\$ 2,400.00	\$ 300.00
Dr. Walter Grote	GS60 544E	40	150	\$ 6,000.00	5/6/2013	110	\$ 4,400.00	\$ 1,600.00
Kathrine Knoll	GS60 PURE-CDA	83	155	\$ 12,865.00		45	\$ 3,735.00	\$ 9,130.00
	GS120 PURE	22	205	\$ 4,510.00		135	\$ 2,970.00	\$ 1,540.00
	GSBMA-120	28	625	\$ 17,500.00		400	\$ 11,200.00	\$ 6,300.00
Andrew Kochan	GS120	10	180	\$ 1,800.00	4/15/2013	135	\$ 1,350.00	\$ 450.00
	GS60 PURE	60	180	\$ 10,800.00		135	\$ 8,100.00	\$ 2,700.00
	GS60PURE II	63	180	\$ 11,340.00		135	\$ 8,505.00	\$ 2,835.00
	GS120 PURE II	2	235	\$ 470.00		135	\$ 270.00	\$ 200.00
Koldewyn Lucanus	GS60PURE II	13	175	\$ 2,275.00		135	\$ 1,755.00	\$ 520.00
	BC60 PURE	15	550	\$ 8,250.00		350	\$ 5,250.00	\$ 3,000.00
	GS-022624340	1	1500	\$ 1,500.00		1500	\$ 1,500.00	
Meridian Life Sciences	GSBMA 60	544	450	\$ 244,800.00	1/14/2011	350	\$ 190,400.00	\$ 54,400.00
	GSBMA-120	24	650	\$ 15,600.00		400	\$ 9,600.00	\$ 6,000.00
Richard Gasalberti	GS60PURE/PURE II	12	205	\$ 2,460.00	7/29/2013	135	\$ 1,620.00	\$ 840.00
ck Tierney (EC provided train, 2 free machines, kits c	GS60PURE/PURE II	48	250	\$ 12,000.00		135	\$ 6,480.00	\$ 5,520.00
	GS120 PURE II	20	295	\$ 5,900.00		135	\$ 2,700.00	\$ 3,200.00
	BC60 PURE	9	750	\$ 6,750.00		350	\$ 3,150.00	\$ 3,600.00
	GSBMA 60	3	750	\$ 2,250.00		350	\$ 1,050.00	\$ 1,200.00
	GS-022624340	1	2000	\$ 2,000.00		1500	\$ 1,500.00	\$ 500.00
Todd C. Alea	GS120 PURE II	32	230	\$ 7,360.00	5/17/2013	135	\$ 4,320.00	\$ 3,040.00
	PL6050	8	295	\$ 2,360.00		195	\$ 1,560.00	\$ 800.00
Wensong Li/Jenny Zheng (Numale)	GS60PURE II	30	285	\$ 8,550.00		135	\$ 4,050.00	\$ 4,500.00
	GS-022624340	1	2500	\$ 2,500.00		1500	\$ 1,500.00	\$ 1,000.00
World Wide Medical	GS-022624340	1	2500	\$ 2,500.00		1500	\$ 1,500.00	\$ 1,000.00
	GS60 544E	3	170	\$ 510.00		135	\$ 405.00	\$ 105.00
James Robles	GS60 PURE	2	165	\$ 330.00	5/8/2013	135	\$ 270.00	\$ 60.00
				LF Revenue Earnings	\$551,918.00			
						EmCyte Earnings	\$ 389,035.00	\$ 164,695.00
								EmCyte Loss



Prepared October 21, 2015, Glendal Romanini, Director of Finance, EmCyte Corporation

Mather, Ken

From: Anna Stahl <Anna@lifeformhealing.com>
Sent: Monday, June 16, 2014 7:49 PM
To: Emery Smith
Subject: Re: New Distributorship: NEW YORK

Emery,

Should I try to set him up through Lifeform, or Emcyte?

Please advice,

Anna

On 6/16/14, 5:20 PM, "Emery Smith" <Emery@emcyte.com> wrote:

>Rich,

>

>Fantastic news. We will help you stay in the game. Please call my

>Director of Clinical training and sales Anna Stahl, 239-691-7175, she

>will set up your pricing and get you trained. How did you get my name?

>

>Sincerely,

>

>Emery Smith

>President

>EmCyte Corporation

>239-588-0007

>

>On 6/12/14, 10:03 AM, "Rich Hosein" <richhosein@tremedical.com> wrote:

>

>>Hello Emery ,

>>

>>I want to to introduce myself my name is Rich Hosein, President of TRE

>>Medical in NY. I recently started this distributorship and we are

>>looking to represent PRP. I have vast experience selling Arterioocyte

>>over the last 3 years and have parted ways do to my former

>>distributorship having the rights to them in NY. My team was

>>personally responsible for over 1 million dollars of business with

>>Arterioocyte and I truly feel I can get a large portion if not more back with the right new partnership.

>>

>>Please reach out to me by email or phone as I have some opportunities

>>currently that we can pursue right away.

>>

>>I look forward to hearing from you.

>>

>>Personal Regards,

>>Rich hosein

>>President

>>TRE Medical
>>Tremedical.com
>>516 322 5129
>

Mather, Ken

From: Anna Stahl <annastahl84@aol.com>
Sent: Saturday, October 10, 2015 3:31 PM
To: Anna Stahl
Subject: Fwd: order

Sent from my iPhone

Begin forwarded message:

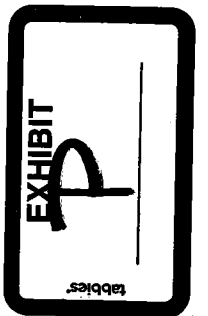
From: emery Smith <emerysmith@me.com>
Date: February 19, 2014 at 6:34:50 PM EST
To: Angel Oliferuk <Angeloliferuk@gmail.com>
Cc: Anna Stahl <annastahl84@aol.com>
Subject: order

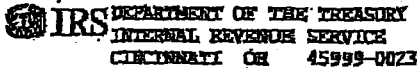
32 Gs60
Meridian Life Sciences
Attn Brian Keiser
29 Champion way
San Antonio TX 78258

Send Ground, Email me invoice I will have him Pay by Check, Have as many people pay by check as possible.

E

Statement Date	Begin Bal	Deposits	Checks	ATM/Debit	Withdrawals	Other	End Balance
September 30, 2015	\$ 10,729.82	\$ 143,327.90	\$ 34,303.85	\$ 5,179.00	\$ 109,390.80	\$ 50.00	\$ 5,134.07
August 31, 2015	\$ 70,524.30	\$ 177,557.46	\$ 51,738.73		\$ 185,593.21	\$ 20.00	\$ 10,729.82
July 31, 2015	\$ 5,134.07	\$ 182,652.16	\$ 47,857.55	\$ 66.31	\$ 69,293.57	\$ 54.00	\$ 70,524.30
June 30, 2015	\$ 55,561.61	\$ 172,069.04	\$ 43,339.94	\$ 175.11	\$ 158,674.49	\$ 20,297.54	\$ 5,143.57
May 31, 2015	\$ 15,062.79	\$ 208,511.15	\$ 52,604.82	\$ 1,087.49	\$ 114,300.02	\$ 20.00	\$ 55,561.61
April 30, 2015	\$ 15,321.79	\$ 172,681.55	\$ 21,679.41	\$ 84,220.07	\$ 67,041.07	\$ -	\$ 15,062.79
March 31, 2015	\$ 45,455.27	\$ 228,466.24	\$ 69,310.61	\$ 390.28	\$ 188,878.83	\$ 20.00	\$ 15,321.79
February 27, 2015	\$ 61,511.04	\$ 156,448.40	\$ 43,794.24	\$ 594.15	\$ 128,025.78	\$ 90.00	\$ 45,455.27
January 31, 2015	\$ 75,777.22	\$ 144,237.79	\$ 138,610.83	\$ 97.39	\$ 19,795.75	\$ -	\$ 61,511.04
December 31, 2014	\$ 90,196.42	\$ 150,984.23	\$ 51,234.38	\$ 2,169.06	\$ 111,999.99	\$ -	\$ 75,777.22
November 30, 2014	\$ 81,324.98	\$ 167,779.38	\$ 65,465.19	\$ -	\$ 92,488.05	\$ 954.70	\$ 90,196.42
October 31, 2014	\$ 59,392.11	\$ 150,162.15	\$ 67,433.22		\$ 60,766.06	\$ 30.00	\$ 81,324.98
September 30, 2014	\$ 17,411.35	\$ 129,676.90	\$ 58,033.97	\$ 1,767.92	\$ 27,924.25		\$ 59,392.11
August 31, 2014	\$ 46,540.24	\$ 76,101.19	\$ 60,922.32	\$ 9,426.66	\$ 26,187.10	\$ 8,664.00	\$ 17,441.35
July 31, 2014	\$ 42,080.59	\$ 86,790.11	\$ 53,005.99	\$ 14,979.44	\$ 14,345.03	\$ -	\$ 46,540.24
June 30, 2014	\$ 23,272.07	\$ 115,188.82	\$ 75,112.51	\$ 12,907.19	\$ 4,360.60	\$ 4,000.00	\$ 42,080.59
May 31, 2014							
April 30, 2014							
March 31, 2014	\$ 13,535.43	\$ 82,618.97	\$ 41,798.66	\$ 16,781.73	\$ 8,500.00	\$ 6,060.00	\$ 23,014.01
		\$ 2,545,253.44					





Date of this notice: 02-04-2014

Employer Identification Number:

Form: SS-4

Number of this notice: CP 575 A

LIFEFORM HEALING RESEARCH LLC
ANNA STAHL MER
3705 WOODEN DR
FORT WORTH, TX 76133

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you
EIN This EIN will identify you, your business accounts, tax returns, and
documents, even if you have no employees. Please keep this notice in your permanent
records.

When filing tax documents, payments, and related correspondence, it is very important
that you use your EIN and complete name and address exactly as shown above. Any variation
may cause a delay in processing, result in incorrect information in your account, or even
cause you to be assigned more than one EIN. If the information is not correct as shown
above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file
the following form(s) by the date(s) shown.

Form 941	01/31/2015
Form 940	01/31/2015
Form 1065	04/15/2015

If you have questions about the form(s) or the due date(s) shown, you can call us at
the phone number or write to us at the address shown at the top of this notice. If you
need help in determining your annual accounting period (tax year), see Publication 538,
Accounting Periods and Methods.

We assigned you a tax classification based on information obtained from you or your
representative. It is not a legal determination of your tax classification, and is not
binding on the IRS. If you want a legal determination of your tax classification, you may
request a private letter ruling from the IRS under the guidelines in Revenue Procedure
2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note:
Certain tax classification elections can be requested by filing Form 8832, *Entity
Classification Election*. See Form 8832 and its instructions for additional information.

A limited liability company (LLC) may file Form 8832, *Entity Classification
Election*, and elect to be classified as an association taxable as a corporation. If
the LLC is eligible to be treated as a corporation that meets certain tests and it
will be electing S corporation status, it must timely file Form 2553, *Election by a
Small Business Corporation*. The LLC will be treated as a corporation as of the
effective date of the S corporation election and does not need to file Form 8832.

If you are required to deposit for employment taxes (Forms 941, 943, 940, 944, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), you will receive a Welcome Package shortly, which includes instructions for making your deposits electronically through the Electronic Federal Tax Payment System (EFTPS). A Personal Identification Number (PIN) for EFTPS will also be sent to you under separate cover. Please activate the PIN once you receive it, even if you have requested the services of a tax professional or representative. For more information about EFTPS, refer to Publication 966, *Electronic Choices to Pay All Your Federal Taxes*. If you need to make a deposit immediately, you will need to make arrangements with your Financial Institution to complete a wire transfer.

The IRS is committed to helping all taxpayers comply with their tax filing obligations. If you need help completing your returns or meeting your tax obligations, Authorized e-file Providers, such as Reporting Agents (payroll service providers) are available to assist you. Visit the IRS Web site at www.irs.gov for a list of companies that offer IRS e-file for business products and services. The list provides addresses, telephone numbers, and links to their Web sites.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TPD 1-800-829-4059) or visit your local IRS office.

IMPORTANT REMINDERS:

- * Keep a copy of this notice in your permanent records. This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you. You may give a copy of this document to anyone asking for proof of your EIN.
- * Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- * Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return the stub.

Your name control associated with this EIN is LIFE. You will need to provide this information, along with your EIN, if you file your returns electronically.

Thank you for your cooperation.

Form **2553**

(Rev. December 2013)
Department of the Treasury
Internal Revenue Service

Election by a Small Business Corporation

(Under section 1362 of the Internal Revenue Code)

▶ See Parts II and III on page 1.

▶ You can fax this form to the IRS (see separate instructions).

▶ Information about Form 2553 and its separate instructions is at www.irs.gov/form2553.

OMB No. 1545-0123

Note. This election to be an S corporation can be accepted only if all the tests are met under *Who May Elect* in the instructions, all shareholders have signed the consent statement, an officer has signed below, and the exact name and address of the corporation (entity) and other required form information have been provided.

Part I Election Information

Type or Print	Name (see instructions)	A Employer identification number
	LIFEFORM HEALING RESEARCH LLC Number, street, and room or suite no. (if a P.O. box, see instructions.)	B Date incorporated
	3705 WOOTEN DR City or town, state, and ZIP code	01/31/2014
	FORT WORTH, TX 76133	C State of incorporation TEXAS

D Check the applicable box(es) if the corporation (entity), after applying for the EIN shown in A above, changed its name or address

E Election is to be effective for tax year beginning (month, day, year) (see instructions) 01/31/2014

Caution: A corporation (entity) making the election for its first tax year in existence will usually enter the beginning date of a short tax year that begins on a date other than January 1.

F Selected tax year:

- (1) Calendar year
- (2) Fiscal year ending (month and day) ▶ _____
- (3) 52-53-week tax year ending with reference to the month of December
- (4) 52-53-week tax year ending with reference to the month of ▶ _____

If box (2) or (4) is checked, complete Part II.

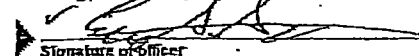
G If more than 100 shareholders are listed for item J (see page 2), check this box if treating members of a family as one shareholder results in no more than 100 shareholders (see test 2 under *Who May Elect* in the instructions) ▶

H Name and title of officer or legal representative who the IRS may call for more information	I Telephone number of officer or legal representative
ANNA STAHL, MANAGING MEMBER	

If this S corporation election is being filed late, I declare that I had reasonable cause for not filing Form 2553 timely, and if this late election is being made by an entity eligible to elect to be treated as a corporation, I declare that I also had reasonable cause for not filing an entity classification election timely and that the representations listed in Part IV are true. See below for my explanation of the reasons the election or elections were not made on time and a description of my diligent actions to correct the mistake upon its discovery (see instructions).

Sign Here

Under penalties of perjury, I declare that I have examined this election, including accompanying documents, and, to the best of my knowledge and belief, the election contains all the relevant facts relating to the election, and such facts are true, correct, and complete.

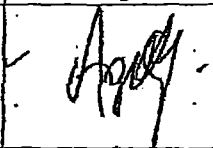
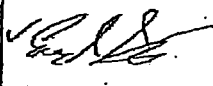

Signature of officer

MANAGING MEMBER
Title

Date

2-5-14

Election Information (continued) Note. If you need more rows, use additional copies of page 2.

J Name and address of each shareholder or former shareholder required to consent to the election. (see instructions)	K Shareholder's Consent Statement Under penalties of perjury, I declare that I consent to the election of the above-named corporation (entity) to be an S corporation under section 1362(a) and that I have examined the consent statement, including accompanying documents, and, to the best of my knowledge and belief, the election contains all the relevant facts relating to the election, and such facts are true, correct, and complete. I understand my consent is binding and may not be withdrawn after the corporation (entity) has made a valid election. If seeking relief for a late filed election, I also declare under penalties of perjury that I have reported my income on all affected returns consistent with the S corporation election for the year for which the election should have been filed (see beginning date entered on line E) and for all subsequent years.		L Stock owned or percentage of ownership (see instructions)		M Social security number or employer identification number (see instructions)	N Shareholder's tax year ends (month and day)
	Signature	Date	Number of shares or percentage of ownership	Date(s) acquired		
ANNA STAHL 3705 WOOTEN DRIVE FORT WORTH, TX 76133		2/7/2014	50%	1/31/14		12/31
EMERY SMITH 8937 DORCHESTER STREET FORT MYERS, FL 33907			50%	1/31/14		12/31

Form 205
(Revised 05/11)

Submit in duplicate to:
Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
512 463-5555
FAX: 512 463-5709
Filing Fee: \$300



This space reserved for office use.

Certificate of Formation
Limited Liability Company

Article 1 - Entity Name and Type

The filing entity being formed is a limited liability company. The name of the entity is:

LifeForm Healing Research, LLC

The name must contain the words "limited liability company," "limited company," or an abbreviation of one of these phrases.

Article 2 - Registered Agent and Registered Office
(See Instructions. Select and complete either A or B and complete C.)

A. The initial registered agent is an organization (cannot be entity named above) by the name of:

OR

B. The initial registered agent is an individual resident of the state whose name is set forth below:

Anna Stahl
First Name M.I. Last Name Suffix

C. The business address of the registered agent and the registered office address is:

3705 Wooten Drive Fort Worth TX 76133
Street Address City State Zip Code

Article 3 - Governing Authority

(Select and complete either A or B and provide the name and address of each governing person.)

A. The limited liability company will have managers. The name and address of each initial manager are set forth below.

B. The limited liability company will not have managers. The company will be governed by its members, and the name and address of each initial member are set forth below.

GOVERNING PERSON 1			
NAME (Enter the name of either an individual or an organization, but not both.)			
IF INDIVIDUAL			
Anna		Stahl	
First Name	M.I.	Last Name	Suffix
OR			
IF ORGANIZATION			
Organization Name			
ADDRESS			
3705 Wooten Drive	Fort Worth	TX US	76133
Street or Mailing Address	City	State Country	Zip Code.

GOVERNING PERSON 2			
NAME (Enter the name of either an individual or an organization, but not both.) IF INDIVIDUAL			
First Name	M.I.	Last Name	Suffix
OR IF ORGANIZATION			
Organization Name			
ADDRESS			
Street or Mailing Address		City	State Country Zip Code

GOVERNING PERSON 3			
NAME (Enter the name of either an individual or an organization, but not both.) IF INDIVIDUAL			
First Name	M.I.	Last Name	Suffix
OR IF ORGANIZATION			
Organization Name			
ADDRESS			
Street or Mailing Address		City	State Country Zip Code

Article 4 – Purpose

The purpose for which the company is formed is for the transaction of any and all lawful purposes for which a limited liability company may be organized under the Texas Business Organizations Code.

Supplemental Provisions/Information

Text Area: [The attached addendum, if any, is incorporated herein by reference.]

Organizer

The name and address of the organizer:

Charles C. Jones II, Esquire C/o Warchol, Merchant & Rollings, LLP

Name

1633 Southeast 47th Terrace

Cape Coral

FL 33904

Street or Mailing Address

City

State Zip Code

Effectiveness of Filing (Select either A, B, or C.)

A. This document becomes effective when the document is filed by the secretary of state.

B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of signing. The delayed effective date is: _____

C. This document takes effect upon the occurrence of the future event or fact, other than the passage of time. The 90th day after the date of signing is: _____

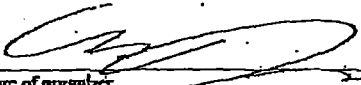
The following event or fact will cause the document to take effect in the manner described below:

Execution

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized to execute the filing instrument.

Date:

1/31/2014


Signature of organizer

Charles C. Jones II, Esquire

Printed or typed name of organizer

received
2/3/14 1:00 PM

The State of Texas



Corporations Section
E.O. Box 13697
Austin, Texas 78711-3697

Phone: 512-463-5555
Fax: 512-463-5709
TTY (800) 735-2989
www.sos.state.tx.us

Office of the Secretary of State

FAX TRANSMITTAL

2/3/2014 11:02:44 AM

TO:	Law Offices Warchol, Merchant & Rollings, LLP	FROM:	Texas Secretary of State - Corp. Division
COMPANY:	Law Offices Warchol, Merchant & Rollings, LLP		
FAX:	239.542.8627	FAX:	(512) 463-5709
PHONE:	239.542.0700	PHONE:	

Notes:
Document Number: 527305250002
Entity Name: LifeForm Healing Research, LLC
 Attached is the certificate evidencing the filing of the above referenced document. If there is any problem with the transmission, please call 512-936-6618. The original and any copies will be mailed per your instructions. Please allow 3 to 7 business days for receipt.

TOTAL NUMBER OF PAGES INCLUDING THIS COVER SHEET: 2

IF YOU DO NOT RECEIVE ALL PAGES
PLEASE CALL AS SOON AS POSSIBLE

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697



Nandita Berry
Secretary of State

Office of the Secretary of State

**CERTIFICATE OF FILING
OF**

LifeForm Healing Research, LLC
File Number: 801925920

The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic Limited Liability Company (LLC) has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 01/31/2014

Effective: 01/31/2014



Nandita Berry

Nandita Berry
Secretary of State

Corporations Section
P.O. Box 13697
Austin, Texas 78711-3697



Nandita Berry
Secretary of State

Office of the Secretary of State

Certificate of Fact

The undersigned, as Secretary of State of Texas, does hereby certify that the document, Certificate of Formation for LifeForm Healing Research, LLC (file number 801925920), a Domestic Limited Liability Company (LLC), was filed in this office on January 31, 2014.

It is further certified that the entity status in Texas is in existence.

In testimony whereof, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in Austin, Texas on May 09, 2014.



Nandita Berry

Nandita Berry
Secretary of State

TEXAS USE TAX PERMIT



SUSAN COMBS
Texas Comptroller

This permit is issued in accordance with the law governing the type of business specified and is the authorization to conduct business in Texas. The permit may be revoked for a violation of the provisions of the applicable law and/or any rules adopted by the Comptroller to administer the law.

TEX. TAX CODE ANN. CH. 151

Taxpayer number
Effective date 05/01/2014

Taxpayer name and mailing address

LIFEFORM HEALING RESEARCH, LLC 3705 WOOTEN DR FORT WORTH TX 76133-2037
--

Susan Combs
SUSAN COMBS
Comptroller of Public Accounts

THIS PERMIT IS NON-TRANSFERABLE

Detach here and display your permit only.

Is the information printed on this permit correct?

If not, please tell us in the space below.

- If your taxpayer name and/or mailing address are incorrect, enter the correct information.
- If you have received a Federal Employer Identification Number (FEIN), enter the number.
- If you are no longer in business, enter the date of your last business transaction.

If your permit is correct, DO NOT return this form.

If any corrections are required, please enter the correct information on this form and return it to:

COMPTROLLER OF PUBLIC ACCOUNTS
111 E. 17th Street
Austin, TX 78774-0100

Keep this permit until you receive a corrected permit.

NOTE: This form cannot be used if there has been a change of ownership. For this change and to obtain a new permit, please contact your local Comptroller's field office. For the telephone numbers to call for assistance, see the back of this form.

TEXAS USE TAX PERMIT

Taxpayer name shown on the permit LIFEFORM HEALING RESEARCH, LLC	Taxpayer number shown on the permit
---	-------------------------------------

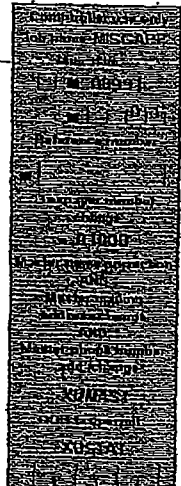
Please enter only the information that has to be corrected.

Correct taxpayer name	Daytime phone (Area code and number)		
Correct mailing address			
City	State	ZIP code	FEI number

If you are no longer in business, enter the date of your last business transaction.

For additional information, see the back of this form.

sign here) Taxpayer authorized agent ACW3	Date 5/28/14
--	-----------------



Client#: 1455232

132EMCYTCOR

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/15/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER BB&T-Oswald Trippie and Company 13515 Bell Tower Drive Fort Myers, FL 33907 239 433-4535	CONTRACT NAME Mary Hoshor
	PHONE (A/C, H/O, Ext.) 239 433-4535 FAX (A/C, H/O) 866-881-5271 E-MAIL ADDRESS mhoshor@bbandt.com
INSURED EmCyte Corporation Attn: Patrick Pennie 13881 Plantation Rd Suite 2 Ft. Myers, FL 33912	INSURER(S) AFFORDING COVERAGE
	INSURER A: Sentinel Insurance Company, Ltd NAIC #: 11000
	INSURER B: Medmarc Casualty Insurance Co. 22241
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

RISK LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENT. AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC AUTOMOBILE LIABILITY ANY AUTO SCHEDULED AUTOS ALL OWNED AUTOS NON-OWNED AUTOS HIRED AUTOS UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			06/01/2014	06/01/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ex. residential) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS-COMPOD AGG \$Excluded \$ COORDINATED SINGLE LIMIT (Ex. accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ EACH OCCURRENCE \$ AGGREGATE \$ \$ (NO STATU-TORY LIMITS) OTH-ER EL EACH ACCIDENT \$ EL DISEASE - EA EMPLOYEE \$ EL DISEASE - POLICY LIMIT \$
B	Products/Compl. Operations Liab. Retro Date 3/4/12		14FL380006 claims made	03/04/2014	03/04/2015	\$3,000,000 ea. occ. \$3,000,000 agg.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Insurer B: Retention: \$10,000 each occurrence/\$50,000 aggregate

CERTIFICATE HOLDER LifeForm Healing Research 3785 Wooten Drive Ft. Worth, TX 76133	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: 
--	--

**Application for Automatic Extension of Time To File
 Certain Business Income Tax, Information, and Other Returns**

OMB No. 1545-0233

► File a separate application for each return.
 ► Information about Form 7004 and its separate instructions is at www.irs.gov/form7004.

Print or Type	Name LIFEFORM HEALING RESEARCH, LLC	Identifying number
	Number, street, and room or suite no. (if P.O. box, see instructions.) 6900 DANIELS PKWY, STE 29-PMB125	
	City, town, state, and ZIP code (if a foreign address, enter city, province or state, and country (follow the country's practice for entering postal code)). FORT MYERS, FL 33912	

Note. File request for extension by the due date of the return for which the extension is granted. See instructions before completing this form.

Part I Automatic 5-Month Extension

1a Enter the form code for the return that this application is for (see below)

Application Is For:	Form Code	Application Is For:	Form Code
Form 1065	09	Form 1041 (estate other than a bankruptcy estate)	04
Form 990-B	31	Form 1041 (trust)	05

Part II Automatic 6-Month Extension

1b Enter the form code for the return that this application is for (see below)

25

Application Is For:	Form Code	Application Is For:	Form Code
Form 706-GS(D)	01	Form 1120-ND (section 4951 taxes)	20
Form 706-GS(T)	02	Form 1120-PC	21
Form 1041 (bankruptcy estate only)	03	Form 1120-POL	22
Form 1041-N	06	Form 1120-REIT	23
Form 1041-QFT	07	Form 1120-RIG	24
Form 1042	08	Form 1120S	25
Form 1065-B	10	Form 1120-SF	26
Form 1066	11	Form 3520-A	27
Form 1120	12	Form 8612	28
Form 1120-C	14	Form 8613	29
Form 1120-F	15	Form 8725	30
Form 1120-FSC	16	Form 8831	32
Form 1120-H	17	Form 8876	33
Form 1120-L	18	Form 8924	35
Form 1120-ND	19	Form 8928	36

2 If the organization is a foreign corporation that does not have an office or place of business in the United States, check here

3 If the organization is a corporation and is the common parent of a group that intends to file a consolidated return, check here
 If checked, attach a statement, listing the name, address, and Employer Identification Number (EIN) for each member covered by this application.

Part III All Filers Must Complete This Part

4 If the organization is a corporation or partnership that qualifies under Regulations section 1.6081-5, check here

5a The application is for calendar year 2014, or tax year beginning _____, and ending _____

b Short tax year. If this tax year is less than 12 months, check the reason: Change in accounting period Consolidated return to be filed Initial return Final return Other (see instructions-attach explanation)

6 Tentative total tax 6 0.

7 Total payments and credits (see instructions) 7 0.

8 Balance due. Subtract line 7 from line 6 (see instructions) 8 0.

Form **1120S**

U.S. Income Tax Return for an S Corporation

OMB No. 1545-0123

▶ Do not file this form unless the corporation has filed or is attaching Form 2553 to elect to be an S corporation.

▶ Information about Form 1120S and its separate instructions is at www.irs.gov/form1120s.

2014

Department of the Treasury
Internal Revenue Service

For calendar year 2014 or tax year beginning _____, and ending _____

A Selection effective date 01/31/2014	TYPE OR PRINT	Name LIFEFORM HEALING RESEARCH, LLC	D Employer identification number
B Business activity code number (see instructions) 423400		Number, street, and room or suite no. If a P.O. box, see instructions. 6900 DANIELS PKWY, STE 29-PMB125	E Date incorporated 01/31/2014
C Check if Sch. M-3 attached <input type="checkbox"/>		City or town, state or province, country, and ZIP or foreign postal code FORT MYERS, FL 33912	F Total assets (see instructions) \$ 70,456.

G Is the corporation electing to be an S corporation beginning with this tax year? Yes No If "Yes," attach Form 2553 if not already filed

H Check if: (1) Final return (2) Name change (3) Address change (4) Amended return (5) S election termination or revocation

J Enter the number of shareholders who were shareholders during any part of the tax year **2**

Caution: Include only trade or business income and expenses on lines 1a through 21. See the instructions for more information.

Income	1 a Gross receipts or sales 1,104,391. b Return and allowances	c Bal. Subtract line 1b from line 1a	1c 1,104,391.
	2 Cost of goods sold (attach Form 1125-A)		2 387,813.
	3 Gross profit. Subtract line 2 from line 1c		3 716,578.
	4 Net gain (loss) from Form 4797, line 17 (attach Form 4797)		4
	5 Other income (loss) (attach statement) STATEMENT 1		5 330.
	6 Total income (loss). Add lines 3 through 5		6 716,908.
Deductions (See instructions for limitations)	7 Compensation of officers (see instrs. - attach Form 1125-E)		7
	8 Salaries and wages (less employment credits)		8
	9 Repairs and maintenance		9 1,250.
	10 Bad debts		10
	11 Rents		11 60,587.
	12 Taxes and licenses STATEMENT 2		12 1,218.
	13 Interest		13
	14 Depreciation not claimed on Form 1125-A or elsewhere on return (attach Form 4562)		14
	15 Depletion (Do not deduct oil and gas depletion.)		15
	16 Advertising		16 11,044.
	17 Pension, profit-sharing, etc., plans		17
	18 Employee benefit programs		18
	19 Other deductions (attach statement) STATEMENT 3		19 465,232.
	20 Total deductions. Add lines 7 through 19		20 539,331.
	21 Ordinary business income (loss). Subtract line 20 from line 6		21 177,577.
Tax and Payments	22 a Excess net passive income or LIFO recapture tax (see instructions)	22a	
	b Tax from Schedule D (Form 1120S)	22b	
	c Add lines 22a and 22b		22c
	23 a 2014 estimated tax payments and 2013 overpayment credited to 2014	23a	
	b Tax deposited with Form 7004	23b	
	c Credit for federal tax paid on fuels (attach Form 4136)	23c	
	d Add lines 23a through 23c		23d
	24 Estimated tax penalty (see instructions). Check if Form 2220 is attached <input type="checkbox"/>		24
	25 Amount owed. If line 23d is smaller than the total of lines 22c and 24, enter amount owed		25
	26 Overpayment. If line 23d is larger than the total of lines 22c and 24, enter amount overpaid		26
27 Enter amount from line 26 Credited to 2015 estimated tax <input type="checkbox"/> Refunded <input type="checkbox"/>		27	

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

Sign Here

Signature of officer: _____ Date: _____ Title: **PRESIDENT**

May the IRS discuss this return with the preparer shown below (see instr.)? Yes No

Print/Type preparer's name MICHAEL DELUCA	Preparer's signature MICHAEL DELUCA	Date 04/13/15	Check if self-employed <input type="checkbox"/>	PTIN P01278760
Firm's name HILL, BARTH & KING LLC	Firm's EIN		Phone no. (239) 482-5522	
Firm's address 8010 SUMMERLIN LAKES DRIVE FORT MYERS, FL 33907				

Schedule B Other Information (see instructions)

- 1 Check accounting method: (a) Cash (b) Accrual (c) Other (specify) _____
- 2 See the instructions and enter the:
 - (a) Business activity **MEDICAL SALES** (b) Product or service **MEDICAL SALES**
- 3 At any time during the tax year, was any shareholder in the corporation a disregarded entity, a trust, an estate, or a nominee or similar person? If "Yes," attach Schedule B-1, Information on Certain Shareholders of an S Corporation
- 4 At the end of the tax year, did the corporation:
 - a Own directly 20% or more, or own, directly or indirectly, 50% or more of the total stock issued and outstanding of any foreign or domestic corporation? For rules of constructive ownership, see instructions. If "Yes," complete (i) through (v) below.

(i) Name of Corporation	(ii) Employer Identification Number (if any)	(iii) Country of Incorporation	(iv) Percentage of Voting Stock Owned	(v) If Percentage in (iv) is 100%, Enter the Date (if any) a Qualified Subchapter S Subsidiary Election Was Made

- b Own directly an interest of 20% or more, or own directly or indirectly an interest of 50% or more in the profit, loss, or capital in any foreign or domestic partnership (including an entity treated as a partnership) or in the beneficial interest of a trust? For rules of constructive ownership, see instructions. If "Yes," complete (i) through (v) below.

(i) Name of Entity	(ii) Employer Identification Number (if any)	(iii) Type of Entity	(iv) Country of Organization	(v) Maximum Percentage Owned in Profit, Loss, or Capital

- 5a At the end of the tax year, did the corporation have any outstanding shares of restricted stock?
 - If "yes" complete lines (i) and (ii) below
 - (i) Total shares of restricted stock _____
 - (ii) Total shares of non-restricted stock _____
- b At the end of the tax year, did the corporation have any outstanding stock options, warrants, or similar instruments?
 - If "yes" complete lines (i) and (ii) below
 - (i) Total shares of stock outstanding at the end of the tax year _____
 - (ii) Total shares of stock outstanding if all instruments were exercised _____
- 6 Has this corporation filed, or is it required to file, Form 8918, Material Advisor Disclosure Statement, to provide info. on any reportable transaction?
- 7 Check this box if the corporation issued publicly offered debt instruments with original issue discount
 - If checked, the corporation may have to file Form 8281, Information Return for Publicly Offered Original Issue Discount Instruments.
- 8 If the corporation: (a) was a C corporation before it elected to be an S corporation or the corporation acquired an asset with a basis determined by reference to the basis of the asset (or the basis of any other property) in the hands of a C corporation and (b) has net unrealized built-in gain in excess of the net recognized built-in gain from prior years, enter the net unrealized built-in gain reduced by net recognized built-in gain from prior years _____
- 9 Enter the accumulated earnings and profits of the corporation at the end of the tax year _____
- 10 Does the corporation satisfy both of the following conditions?
 - a The corporation's total receipts (see instructions) for the tax year were less than \$250,000 _____
 - b The corporation's total assets at the end of the tax year were less than \$250,000 _____
 - If "Yes," the corporation is not required to complete Schedules L and M-1
- 11 During the tax year, did the corporation have any non-shareholder debt that was cancelled, was forgiven, or had the terms modified so as to reduce the principal amount of the debt?
 - If "Yes," enter the amount of principal reduction _____ \$ _____
- 12 During the tax year, was a qualified subchapter S subsidiary election terminated or revoked? If "Yes," see instructions
- 13a Did the corporation make any payments in 2014 that would require it to file Form(s) 1099 (see instructions)?
- b If "Yes," did the corporation file or will it file all required Forms 1099?

Schedule K Shareholders' Pro Rata Share Items		Total amount	
Income (Loss)	1 Ordinary business income (loss) (page 1, line 21)	1	177,577.
	2 Net rental real estate income (loss) (attach Form 8825)	2	
	3a Other gross rental income (loss)	3a	
	b Expenses from other rental activities (attach statement)	3b	
	c Other net rental income (loss). Subtract line 3b from line 3a	3c	
	4 Interest income	4	
	5 Dividends: a Ordinary dividends	5a	
	b Qualified dividends	5b	
	6 Royalties	6	
	7 Net short-term capital gain (loss) (attach Schedule D (Form 1120S))	7	
Deductions	8a Net long-term capital gain (loss) (attach Schedule D (Form 1120S))	8a	
	b Collectibles (28%) gain (loss)	8b	
	c Unrecaptured section 1250 gain (attach statement)	8c	
	9 Net section 1231 gain (loss) (attach Form 4797)	9	
	10 Other income (loss) (see instructions) Type ▶	10	
Deductions	11 Section 179 deduction (attach Form 4562)	11	1,875.
	12a Charitable contributions	12a	
	b Investment interest expense	12b	
	c Section 59(e)(2) expenditures (1) Type ▶ (2) Amount ▶ Other deductions (see instructions) Type ▶	12c(2) 12d	
Credits	13a Low-income housing credit (section 42(i)(5))	13a	
	b Low-income housing credit (other)	13b	
	c Qualified rehabilitation expenditures (rental real estate) (attach Form 3468)	13c	
	d Other rental real estate credits (see instructions) Type ▶	13d	
	e Other rental credits (see instructions) Type ▶	13e	
	f Biofuel producer credit (attach Form 6478)	13f	
	g Other credits (see instructions) Type ▶	13g	
Foreign Transactions	14a Name of country or U.S. possession ▶		
	b Gross income from all sources	14b	
	c Gross income sourced at shareholder level Foreign gross income sourced at corporate level	14c	
	d Passive category	14d	
	e General category	14e	
	f Other (attach statement) Deductions allocated and apportioned at shareholder level	14f	
	g Interest expense	14g	
	h Other Deductions allocated and apportioned at corporate level to foreign source income	14h	
	i Passive category	14i	
	j General category	14j	
	k Other (attach statement) Other information	14k	
	l Total foreign taxes (check one): <input type="checkbox"/> Paid <input type="checkbox"/> Accrued	14l	
	m Reduction in taxes available for credit (attach statement)	14m	
n Other foreign tax information (attach statement)			
Alternative Minimum Tax (AMT) Items	15a Post-1985 depreciation adjustment	15a	
	b Adjusted gain or loss	15b	
	c Depletion (other than oil and gas)	15c	
	d Oil, gas, and geothermal properties - gross income	15d	
	e Oil, gas, and geothermal properties - deductions	15e	
	f Other AMT items (attach statement)	15f	
Items Affecting Shareholder Basis	16a Tax-exempt interest income	16a	
	b Other tax-exempt income	16b	
	c Nondeductible expenses	16c	7,417.
	d Distributions (attach statement if required)	16d	113,728.
	e Repayment of loans from shareholders	16e	

Schedule K-1 Shareholders' Pro Rata Share Items (continued)		Total amount	
Other Information	17a Investment income	17a	
	b Investment expenses	17b	
	c Dividend distributions paid from accumulated earnings and profits	17c	
	d Other items and amounts (attach statement)		
Reconciliation	18 Income/loss reconciliation. Combine the amounts on lines 1 through 18 in the far right column. From the result, subtract the sum of the amounts on lines 11 through 12d and 14f	18	175,702.

Schedule L	Balance Sheets per Books	Beginning of tax year		End of tax year	
		(a)	(b)	(c)	(d)
Assets					
1	Cash				1,074.
2 a	Trade notes and accounts receivable			55,461.	
b	Less allowance for bad debts				55,461.
3	Inventories				
4	U.S. government obligations				
5	Tax-exempt securities				
6	Other current assets (att. stmt.)				
7	Loans to shareholders				13,921.
8	Mortgage and real estate loans				
9	Other investments (att. stmt.)				
10 a	Buildings and other depreciable assets			1,875.	
b	Less accumulated depreciation			1,875.	0.
11 a	Depletable assets				
b	Less accumulated depletion				
12	Land (net of any amortization)				
13 a	Intangible assets (amortizable only)				
b	Less accumulated amortization				
14	Other assets (att. stmt.)				
15	Total assets				70,456.
Liabilities and Shareholders' Equity					
16	Accounts payable				
17	Mortgages, notes, bonds payable in less than 1 year				
18	Other current liabilities (att. stmt.)				5,699.
19	Loans from shareholders				
20	Mortgages, notes, bonds payable in 1 year or more				
21	Other liabilities (att. stmt.)				
22	Capital stock				
23	Additional paid-in capital				10,200.
24	Retained earnings				54,557.
25	Adjustments to shareholders' equity (att. stmt.)				
26	Less cost of treasury stock				
27	Total liabilities and shareholders' equity				70,456.

JWA

Schedule M-1 Reconciliation of Income (Loss) per Books With Income (Loss) per Return
 Note: The corporation may be required to file Schedule M-3 (see instructions)

1 Net income (loss) per books	168,285.	5 Income recorded on books this year not included on Schedule K, lines 1 through 10 (itemize): a Tax-exempt interest \$	
2 Income included on Schedule K, lines 1, 2, 3c, 4, 5a, 6, 7, 8a, 8, and 10, not recorded on books this year (itemize):		6 Deductions included on Schedule K, lines 1 through 12 and 14, not charged against book income this year (itemize): a Depreciation \$	
3 Expenses recorded on books this year not included on Schedule K, lines 1 through 12 and 14 (itemize): a Depreciation \$ b Travel and entertainment \$ 7,417.	7,417.	7 Add lines 5 and 6	
4 Add lines 1 through 3	175,702.	8 Income (loss) (Schedule K, line 18). Line 4 less line 7	175,702.

Schedule M-2 Analysis of Accumulated Adjustments Account, Other Adjustments Account, and Shareholders' Undistributed Taxable Income Previously Taxed (see instructions)

	(a) Accumulated adjustments account	(b) Other adjustments account	(c) Shareholders' undistributed taxable income previously taxed
1 Balance at beginning of tax year			
2 Ordinary income from page 1, line 21	177,577.		
3 Other additions			
4 Loss from page 1, line 21	()		
5 Other reductions STATEMENT 8	(9,292.)		
6 Combine lines 1 through 5	168,285.		
7 Distributions other than dividend distributions	113,728.		
8 Balance at end of tax year. Subtract line 7 from line 6	54,557.		

JWA

Form **1125-A**

Cost of Goods Sold

(Rev. December 2012)

▶ Attach to Form 1120, 1120-C, 1120-F, 1120S, 1065, or 1065-B.

OMB No. 1545-2225

Department of the Treasury
Internal Revenue Service

▶ Information about Form 1125-A and its instructions is at www.irs.gov/form1125a.

Name

Employer identification number

LIFEFORM HEALING RESEARCH, LLC

1	Inventory at beginning of year	1	
2	Purchases	2	359,108.
3	Cost of labor	3	
4	Additional section 263A costs (attach schedule)	4	
5	Other costs (attach schedule)	5	28,705.
6	Total. Add lines 1 through 5	6	387,813.
7	Inventory at end of year	7	
8	Cost of goods sold. Subtract line 7 from line 6. Enter here and on Form 1120, page 1, line 2 or the appropriate line of your tax return (see instructions)	8	387,813.

9 a. Check all methods used for valuing closing inventory:

- (i) Cost
- (ii) Lower of cost or market
- (iii) Other (Specify method used and attach explanation) ▶

b. Check if there was a writedown of subnormal goods

c. Check if the LIFO inventory method was adopted this tax year for any goods (if checked, attach Form 970)

d. If the LIFO inventory method was used for this tax year, enter amount of closing inventory computed under LIFO

e. If property is produced or acquired for resale, do the rules of Section 263A apply to the corporation? Yes No

f. Was there any change in determining quantities, cost, or valuations between opening and closing inventory? Yes No
If "Yes," attach explanation.

For Paperwork Reduction Act Notice, see separate instructions.

Form 1125-A (Rev. 12-2012)

Form **4562**

Depreciation and Amortization
(Including Information on Listed Property) **OTHER**

OMB No. 1545-0172

2014

Department of the Treasury
Internal Revenue Service (95)

▶ Attach to your tax return.

▶ Information about Form 4562 and its separate instructions is at www.irs.gov/form4562

Attachment
Sequence No. 179

LIFEFORM HEALING RESEARCH, LLC

OTHER DEPRECIATION

Part I Election To Expense Certain Property Under Section 179 Note: If you have any listed property, complete Part V before you complete Part I.

1	Maximum amount (see instructions)	1	500,000.
2	Total cost of section 179 property placed in service (see instructions)	2	1,875.
3	Threshold cost of section 179 property before reduction in limitation	3	2,000,000.
4	Reduction in limitation. Subtract line 3 from line 2. If zero or less, enter -0-	4	
5	Dollar limitation for tax year. Subtract line 4 from line 1. If zero or less, enter -0-. If married filing separately, see instructions	5	500,000.

6	(a) Description of property	(b) Cost (business use only)	(c) Elected cost
	COMPUTER EQUIPMENT	1,875.	1,875.

7	Listed property. Enter the amount from line 29	7	
8	Total elected cost of section 179 property. Add amounts in column (c), lines 6 and 7	8	1,875.
9	Tentative deduction. Enter the smaller of line 5 or line 8	9	1,875.
10	Carryover of disallowed deduction from line 13 of your 2013 Form 4562	10	
11	Business income limitation. Enter the smaller of business income (not less than zero) or line 9	11	177,577.
12	Section 179 expense deduction. Add lines 9 and 10, but do not enter more than line 11	12	1,875.
13	Carryover of disallowed deduction to 2015. Add lines 9 and 10, less line 12	13	

Note: Do not use Part II or Part III below for listed property. Instead, use Part V.

Part II Special Depreciation Allowance and Other Depreciation (Do not include listed property.)

14	Special depreciation allowance for qualified property (other than listed property) placed in service during the tax year	14	
15	Property subject to section 168(f)(1) election	15	
16	Other depreciation (including ACRS)	16	

Part III MACRS Depreciation (Do not include listed property.) (See instructions.)

Section A

17	MACRS deductions for assets placed in service in tax years beginning before 2014	17	
18	If you are electing to group any assets placed in service during the tax year into one or more general asset accounts, check here <input type="checkbox"/>		

Section B - Assets Placed in Service During 2014 Tax Year Using the General Depreciation System

	(a) Classification of property	(b) Month and year placed in service	(c) Basis for depreciation (business/investment use only - see instructions)	(d) Recovery period	(e) Convention	(f) Method	(g) Depreciation deduction
19a	3-year property						
b	5-year property						
c	7-year property						
d	10-year property						
e	15-year property						
f	20-year property						
g	25-year property			25 yrs.		SL	
h	Residential rental property	/		27.5 yrs.	MM	SL	
		/		27.5 yrs.	MM	SL	
i	Nonresidential real property	/		39 yrs.	MM	SL	
		/			MM	SL	

Section C - Assets Placed in Service During 2014 Tax Year Using the Alternative Depreciation System

20a	Class life					SL	
b	12-year			12 yrs.		SL	
c	40-year	/		40 yrs.	MM	SL	

Part IV Summary (See instructions.)

21	Listed property. Enter amount from line 28	21	
22	Total. Add amounts from line 12, lines 14 through 17, lines 19 and 20 in column (g), and line 21. Enter here and on the appropriate lines of your return. Partnerships and S corporations - see instr.	22	
23	For assets shown above and placed in service during the current year, enter the portion of the basis attributable to section 263A costs	23	

Part V. Listed Property (include automobiles, certain other vehicles, certain aircraft, certain computers, and property used for entertainment, recreation, or amusement.)
 Note: For any vehicle for which you are using the standard mileage rate or deducting lease expense, complete only 24a, 24b, columns (a) through (c) of Section A, all of Section B, and Section C if applicable.

Section A - Depreciation and Other Information (Caution: See the instructions for limits for passenger automobiles.)

24a Do you have evidence to support the business/investment use claimed?		<input type="checkbox"/> Yes <input type="checkbox"/> No		24b If "Yes," is the evidence written?		<input type="checkbox"/> Yes <input type="checkbox"/> No		
(a) Type of property (list vehicles first)	(b) Date placed in service	(c) Business/investment use percentage	(d) Cost or other basis	(e) Basis for depreciation (business/investment use only)	(f) Recovery period	(g) Method/Convention	(h) Depreciation deduction	(i) Elected section 179 cost
25 Special depreciation allowance for qualified listed property placed in service during the tax year and used more than 50% in a qualified business use							25	
26 Property used more than 50% in a qualified business use:								
		%						
		%						
		%						
27 Property used 50% or less in a qualified business use:								
		%				S/L-		
		%				S/L-		
		%				S/L-		
28 Add amounts in column (h), lines 25 through 27. Enter here and on line 21, page 1							28	
29 Add amounts in column (i), line 26. Enter here and on line 7, page 1								29

Section B - Information on Use of Vehicles

Complete this section for vehicles used by a sole proprietor, partner, or other "more than 5% owner," or related person. If you provided vehicles to your employees, first answer the questions in Section C to see if you meet an exception to completing this section for those vehicles.

	(a) Vehicle		(b) Vehicle		(c) Vehicle		(d) Vehicle		(e) Vehicle		(f) Vehicle	
30 Total business/investment miles driven during the year (do not include commuting miles)												
31 Total commuting miles driven during the year												
32 Total other personal (noncommuting) miles driven												
33 Total miles driven during the year. Add lines 30 through 32												
34 Was the vehicle available for personal use during off-duty hours?	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
35 Was the vehicle used primarily by a more than 5% owner or related person?												
36 Is another vehicle available for personal use?												

Section C - Questions for Employers Who Provide Vehicles for Use by Their Employees

Answer these questions to determine if you meet an exception to completing Section B for vehicles used by employees who are not more than 5% owners or related persons.

37 Do you maintain a written policy statement that prohibits all personal use of vehicles, including commuting, by your employees?	Yes	No
38 Do you maintain a written policy statement that prohibits personal use of vehicles, except commuting, by your employees? See the instructions for vehicles used by corporate officers, directors, or 1% or more owners		
39 Do you treat all use of vehicles by employees as personal use?		
40 Do you provide more than five vehicles to your employees, obtain information from your employees about the use of the vehicles, and retain the information received?		
41 Do you meet the requirements concerning qualified automobile demonstration use?		

Note: If your answer to 37, 38, 39, 40, or 41 is "Yes," do not complete Section B for the covered vehicles.

Part VI. Amortization

(a) Description of costs	(b) Date amortization begins	(c) Amortizable amount	(d) Code section	(e) Amortization print or percentage	(f) Amortization for this year
42 Amortization of costs that begins during your 2014 tax year:					
43 Amortization of costs that began before your 2014 tax year					43
44 Total. Add amounts in column (f). See the instructions for where to report					44

Section 1.263(a)-1(f) De Minimis Safe Harbor Election

LIFEFORM HEALING RESEARCH, LLC
6900 Daniels Pkwy, Ste 29-PMB125
Fort Myers, FL 33912

Employer Identification Number:

For the Year Ending December 31, 2014

LIFEFORM HEALING RESEARCH, LLC is making the de minimis safe harbor election under Reg. Sec. 1.263(a)-1(f).

LIFEFORM HEALING RESEARCH, LLC

FORM 1120S OTHER INCOME STATEMENT 1

DESCRIPTION	AMOUNT
MERCHANT FEE INCOME	330.
TOTAL TO FORM 1120S, PAGE 1, LINE 5	330.

FORM 1120S TAXES AND LICENSES STATEMENT 2

DESCRIPTION	AMOUNT
LICENSES & PERMITS	1,218.
TOTAL TO FORM 1120S, PAGE 1, LINE 12	1,218.

FORM 1120S OTHER DEDUCTIONS STATEMENT 3

DESCRIPTION	AMOUNT
TOMOBILE	7,838.
COMPUTER & INTERNET	1,365.
INSURANCE	2,243.
MEALS AND ENTERTAINMENT	7,417.
MERCHANT & BANK CHARGES	25,280.
OFFICE EXPENSE	20,388.
OFFICE SUPPLIES	9,360.
PRINTING & REPRODUCTION	2,294.
PROFESSIONAL FEES	206,314.
REFERRAL FEES	1,100.
SUPPLIES	2,721.
TELEPHONE	6,017.
TRAINING	7,238.
TRAVEL	162,642.
UTILITIES	3,015.
TOTAL TO FORM 1120S, PAGE 1, LINE 19	465,232.

LIFEFORM HEALING RESEARCH, LLC

SCHEDULE K NONDEDUCTIBLE EXPENSES STATEMENT 4

DESCRIPTION	AMOUNT
EXCLUDED MEALS AND ENTERTAINMENT EXPENSES	7,417.
TOTAL TO SCHEDULE K, LINE 16C	7,417.

FORM 1120S DISTRIBUTIONS STATEMENT 5

DESCRIPTION	DATE ACQUIRED	DATE DISTRIBUTED	COST	AMOUNT
DISTRIBUTION				113,728.
TOTAL INCLUDED IN FORM 1120S, PAGE 3, LINE 16D				113,728.

SCHEDULE L OTHER CURRENT LIABILITIES STATEMENT 6

DESCRIPTION	BEGINNING OF TAX YEAR	END OF TAX YEAR
SALES TAX PAYABLE		5,699.
TOTAL TO SCHEDULE L, LINE 18		5,699.

SCHEDULE L ANALYSIS OF TOTAL RETAINED EARNINGS PER BOOKS STATEMENT 7

DESCRIPTION	AMOUNT
BALANCE AT BEGINNING OF YEAR	0.
NET INCOME PER BOOKS	168,285.
DISTRIBUTIONS	-113,728.
OTHER INCREASES (DECREASES)	
BALANCE AT END OF YEAR - SCHEDULE L, LINE 24, COLUMN (D)	54,557.

LIFEFORM HEALING RESEARCH, LLC

SCHEDULE M-2 ACCUMULATED ADJUSTMENTS ACCOUNT- OTHER REDUCTIONS STATEMENT 8

DESCRIPTION	AMOUNT
SECTION 179 EXPENSE DEDUCTION	1,875.
NONDEDUCTIBLE EXPENSES	7,417.
TOTAL TO SCHEDULE M-2, LINE 5 - COLUMN (A)	9,292.

FORM 1125-A OTHER COSTS STATEMENT 9

DESCRIPTION	AMOUNT
POSTAGE & DELIVERY	28,705.
TOTAL TO LINE 5	28,705.



ANNA STAHL
6900 Daniels Pkwy, Ste 29-PMB125
Fort Myers, FL 33912

RE - LIFEFORM HEALING RESEARCH, LLC

Dear Shareholder:

Attached is your copy of the 2014 Corporation Form 1120S Schedule K-1. This schedule summarizes your information from the corporation. This information has been provided to the Internal Revenue Service with the U.S. Income Tax Return for an S Corporation.

The information provided on this schedule should be entered on your tax return, in accordance with the instructions in Schedule K-1 page 2. If your return will be prepared by your accountant or attorney, you should provide a copy of this schedule to the preparer with your other tax information.

We thank you for the opportunity to serve you.

Sincerely,

Hill, Barth & King LLC

LIFEFORM HEALING RESEARCH, LLC

SCHEDULE K-1 NONDEDUCTIBLE EXPENSES, BOX 16, CODE C

DESCRIPTION	AMOUNT	SHAREHOLDER FILING INSTRUCTIONS
EXCLUDED MEALS AND ENTERTAINMENT EXPENSES	3,709.	SEE SHAREHOLDERS INSTRUCTIONS
TOTAL	3,709.	

SCHEDULE K-1 DISTRIBUTIONS
BOX 16, CODE D

DESCRIPTION	DATE	AMOUNT	FILING INSTRUCTIONS
DISTRIBUTION		56,864.	
TOTAL		56,864.	

Shareholder Basis Worksheet

Shareholder Number: 1	Year Ended: DECEMBER 31, 2014
Shareholder Name:	S Corporation Name:
ANNA STAHL	LIFEFORM HEALING RESEARCH, LLC
Shareholder ID Number:	S Corporation ID Number:
Ownership Percentage: 50.000000 %	

Stock Basis

1. a. Stock basis, beginning of year (Not less than zero)	0.	
b. Additional capital contributions	5,100.	5,100.
2. Increases:		
a. Ordinary income from trade or business	88,789.	
b. Net income from rental real estate activities		
c. Net income from other rental activities		
d. Net short-term capital gains		
e. Net long-term capital gains		
f. Other portfolio income		
g. Net gain under Section 1231		
h. Other income		
i. Tax exempt interest income		
j. Other tax-exempt income		
k. Section 179 recapture		
l. Depletion (other than oil and gas) in excess of basis		
m. Other increases:		
3. Total increases (Add lines 2(a) through 2(m))	88,789.	
4. Total increases to stock basis (Add lines 1 and 3)		93,889.
5. Less: Distributions		56,864.
6. Subtract line 5 from line 4 (Not less than zero)		37,025.
7. Decreases:		
a. Ordinary losses from trade or business		
b. Net losses from rental real estate activities		
c. Net losses from other rental activities		
d. Net short-term capital losses		
e. Net long-term capital losses		
f. Other portfolio losses		
g. Net losses under Section 1231		
h. Other deductions		
i. Charitable contributions		
j. Section 179 expense deduction	938.	
k. Deductions related to portfolio income (losses)		
l. Interest expense on investment debts		
m. Foreign taxes paid or accrued		
n. Section 59(e) expenditures		
o. Nondeductible expenses	3,709.	
p. Oil and gas depletion		
q. Other decreases:		
r. Disallowed prior year's losses and deductions		4,647.
8. Total decreases (Add lines 7(a) through 7(r))		4,647.
9. Net increases or decreases to basis (Subtract line 8 from line 6)		32,378.
10. Less: Net increases applied to debt basis		
11. Stock basis, end of year (Subtract line 10 from line 9) (Not less than zero)		32,378.

Shareholder Basis Worksheet, Continued

Shareholder Number: <u>1</u>	Year Ended:
Shareholder Name: <u>ANNA STAHL</u>	DECEMBER 31, 2014
	Shareholder ID Number:

Debt Basis

12. Debt basis, beginning of year (Not less than zero)		0.
13. Loans made during the year		
14. Restoration of debt basis (from line 10)		
15. Subtotal (Add lines 13 and 14)		
16. Less: Loan repayments		
17. Gain from loan repayments		
18. Other adjustments:		
19. Subtotal (Combine lines 12, 15, 16, 17 and 18)		
20. Applied against excess loss and deductions		
21. Debt basis, end of year (Not less than zero)		0.
22. Total shareholder stock and debt basis, end of year (Add lines 11 and 21) (Not less than zero)		32,378.

Gain on Distributions

23. Distributions	56,864.
24. Less: Basis before distributions	93,889.
25. Enter excess of line 23 over line 24 (capital gain)	

Carryover

26. Beginning of year	
27. Add: Losses and deductions this year	
28. Less: Applied this year	
29. End of year (Not less than zero)	

Total Disallowed Losses	Debt Basis Applied Against Excess Losses and Deductions
4,647.	
4,647.	

Schedule K-1
(Form 1120S)

2014

Final K-1 Amended K-1

OMB No. 1545-0123

Department of the Treasury
Internal Revenue Service

For calendar year 2014, or tax
year beginning _____
ending _____

**Shareholder's Share of Income, Deductions,
Credits, etc.** ▶ See separate instructions.

Part III Shareholder's Share of Current Year Income, Deductions, Credits, and Other Items			
1	Ordinary business income (loss) 88,788.	13	Credits
2	Net rental real estate inc (loss)		
3	Other net rental income (loss)		
4	Interest income		
5a	Ordinary dividends		
5b	Qualified dividends	14	Foreign transactions
6	Royalties		
7	Net short-term capital gain (loss)		
8a	Net long-term capital gain (loss)		
8b	Collectibles (28%) gain (loss)		
8c	Unrecaptured sec 1250 gain		
9	Net section 1231 gain (loss)		
10	Other income (loss)	15	Alternative min tax (AMT) items
11	Section 179 deduction 937.	16	Items affecting shareholder basis C* 3,708.
12	Other deductions	D*	56,864.
		17	Other information

Part I Information About the Corporation

A Corporation's employer identification number _____

B Corporation's name, address, city, state, and ZIP code
**LIFEFORM HEALING RESEARCH, LLC
6900 DANIELS PKWY, STE 29-PMB125
FORT MYERS, FL 33912**

C IRS Center where corporation filed return
E-FILE

Part II Information About the Shareholder

D Shareholder's identifying number _____

E Shareholder's name, address, city, state and ZIP code
**EMERY SMITH
6900 DANIELS PKWY, STE 29-PMB125
FORT MYERS, FL 33912**

F Shareholder's percentage of stock ownership for tax year _____ **50.000000%**

For IRS Use Only

*See attached statement for additional information.

LIFEFORM HEALING RESEARCH, LLC

SCHEDULE K-1 NONDEDUCTIBLE EXPENSES, BOX 16, CODE C

DESCRIPTION	AMOUNT	SHAREHOLDER FILING INSTRUCTIONS
EXCLUDED MEALS AND ENTERTAINMENT EXPENSES	3,708.	SEE SHAREHOLDERS INSTRUCTIONS
TOTAL	3,708.	

SCHEDULE K-1 DISTRIBUTIONS
BOX 16, CODE D

DESCRIPTION	DATE	AMOUNT	FILING INSTRUCTIONS
DISTRIBUTION		56,864.	
TOTAL		56,864.	

Shareholder Basis Worksheet

Shareholder Number: 2	Year Ended: DECEMBER 31, 2014
Shareholder Name:	S Corporation Name:
EMERY SMITH	LIFEFORM HEALING RESEARCH, LLC
Shareholder ID Number:	S Corporation ID Number:
Ownership Percentage: 50.000000 %	

Stock Basis

1. a. Stock basis, beginning of year (Not less than zero)	0.	
b. Additional capital contributions	5,100.	5,100.
2. Increases:		
a. Ordinary income from trade or business	88,788.	
b. Net income from rental real estate activities		
c. Net income from other rental activities		
d. Net short-term capital gains		
e. Net long-term capital gains		
f. Other portfolio income		
g. Net gain under Section 1231		
h. Other income		
i. Tax exempt interest income		
j. Other tax-exempt income		
k. Section 179 recapture		
l. Depletion (other than oil and gas) in excess of basis		
m. Other increases:		
3. Total increases (Add lines 2(a) through 2(m))	88,788.	
4. Total increases to stock basis (Add lines 1 and 3)		93,888.
5. Less: Distributions		56,864.
6. Subtract line 5 from line 4 (Not less than zero)		37,024.
7. Decreases:		
a. Ordinary losses from trade or business		
b. Net losses from rental real estate activities		
c. Net losses from other rental activities		
d. Net short-term capital losses		
e. Net long-term capital losses		
f. Other portfolio losses		
g. Net losses under Section 1231		
h. Other deductions		
i. Charitable contributions		
j. Section 179 expense deduction	937.	
k. Deductions related to portfolio income (losses)		
l. Interest expense on investment debts		
m. Foreign taxes paid or accrued		
n. Section 59(a) expenditures		
o. Nondeductible expenses	3,708.	
p. Oil and gas depletion		
q. Other decreases:		
r. Disallowed prior year's losses and deductions		4,645.
8. Total decreases (Add lines 7(a) through 7(r))		4,645.
9. Net increases or decreases to basis (Subtract line 8 from line 6)		32,379.
10. Less: Net increases applied to debt basis		
11. Stock basis, end of year (Subtract line 10 from line 9) (Not less than zero)		32,379.

Shareholder Basis Worksheet, Continued

Shareholder Number: **2**

Year Ended:

Shareholder Name:

DECEMBER 31, 2014

EMERY SMITH

Shareholder ID Number:

Debt Basis

12. Debt basis, beginning of year (Not less than zero) _____	0.
13. Loans made during the year _____	
14. Restoration of debt basis (from line 10) _____	
15. Subtotal (Add lines 13 and 14) _____	
16. Less: Loan repayments _____	
17. Gain from loan repayments _____	
18. Other adjustments: _____	
19. Subtotal (Combine lines 12, 15, 16, 17 and 18) _____	
20. Applied against excess loss and deductions _____	
21. Debt basis, end of year (Not less than zero) _____	0.
22. Total shareholder stock and debt basis, end of year (Add lines 11 and 21) (Not less than zero) _____	32,379.

Gain on Distributions

23. Distributions _____	56,864.
24. Less: Basis before distributions _____	93,888.
25. Enter excess of line 23 over line 24 (capital gain) _____	

Carryover

	Total Disallowed Losses	Debt Basis Applied Against Excess Losses and Deductions
26. Beginning of year _____		
27. Add: Losses and deductions this year _____	4,645.	
28. Less: Applied this year _____	4,645.	
29. End of year (Not less than zero) _____		

2015 TAX RETURN FILING INSTRUCTIONS

TEXAS FORM 05-158-A/05-158-B

FOR THE YEAR ENDING

December 31, 2014

Prepared for	LIFEFORM HEALING RESEARCH, LLC 6900 Daniels Pkwy, Ste 29-PMB125 Fort Myers, FL 33912
Prepared by	HILL, BARTH & KING LLC 8010 SUMMERLIN LAKES DRIVE FORT MYERS, FL 33907
To be signed and dated by	The appropriate corporate officer(s).
Amount of tax	Total tax \$ 0.00 Less: payments and credits \$ 0.00 Plus: other amount \$ 0.00 Plus: interest and penalties \$ 0.00 No pmt required \$
Overpayment	Credited to your estimated tax \$ 0.00 Other amount \$ 0.00 Refunded to you \$ 0.00
Make check payable to	Not applicable
Mail tax return and check (if applicable) to	COMPTROLLER OF PUBLIC ACCOUNTS P.O. Box 149348 Austin, TX 78714-9348
Return must be mailed on or before	May 15, 2015
Special Instructions	Please, do NOT staple any part of the return together. The appropriate corporate officer(s) should sign and date the 05-102 - Public Information Report and mail it with the return.

7690495 4807D1

TX2015 05-102
Ver. 6.0 (Rev. 9-13/32)

Texas Franchise Tax Public Information Report

To be filed by Corporations, Limited Liability Companies (LLC) and Financial Institutions

This report MUST be signed and filed to satisfy franchise tax requirements

Tcode 13196

Taxpayer number

Report year

2015

You have certain rights under Chapter 552 and 559, Government Code, to review, request, and correct information we have on file about you. Contact us at 1-800-252-1381.

Taxpayer name LIFEFORM HEALING RESEARCH, LLC				<input type="checkbox"/> Check box if the mailing address has changed.	
Mailing address 6900 DANIELS PKWY, STE 29-EMB125				Secretary of State (SOS) file number or Comptroller file number 0801925920	
City FORT MYERS	State FL	ZIP Code 33912	Plus 4		

Check box if there are currently no changes from previous year; if no information is displayed, complete the applicable information in Sections A, B and C.

Principal office	6900 DANIELS PKWY, STE 29-EMB125, FORT MYERS, FL 3
Principal place of business	6900 DANIELS PKWY, STE 29-EMB125, FORT MYERS, FL 33912

Officer, director and manager information is reported as of the date a Public Information Report is completed. The information is updated annually as part of the franchise tax report. There is no requirement or procedure for supplementing the information as officers, directors, or managers change throughout the year.



3205307570415

Please sign below

SECTION A Name, title and mailing address of each officer, director or manager.

Name EMERY SMITH	Title PARTNER	Director <input checked="" type="checkbox"/> YES	Term expiration m m d d y y
Mailing address 6900 DANIELS PKWY, STE 29-EMB	City FORT MYERS	State FL	ZIP Code 33912
Name ANNA STAHL	Title PRESIDENT	Director <input checked="" type="checkbox"/> YES	Term expiration m m d d y y
Mailing address 6900 DANIELS PKWY, STE 29-EMB	City FORT MYERS	State FL	ZIP Code 33912
Name	Title	Director <input type="checkbox"/> YES	Term expiration m m d d y y
Mailing address	City	State	ZIP Code

SECTION B Enter the information required for each corporation or LLC, if any, in which this entity owns an interest of 10 percent or more.

Name of owned (subsidiary) corporation or limited liability company	State of formation	Texas SOS file number, if any	Percentage of ownership
Name of owned (subsidiary) corporation or limited liability company	State of formation	Texas SOS file number, if any	Percentage of ownership

SECTION C Enter the information required for each corporation or LLC, if any, that owns an interest of 10 percent or more in this entity or limited liability company.

Name of owned (parent) corporation or limited liability company	State of formation	Texas SOS file number, if any	Percentage of ownership
Registered agent and registered office currently on file (see instructions if you need to make changes)			<input type="checkbox"/> Check box if you need forms to change the registered agent or registered office information.
Agent ANNA STAHL	Office 3705 WOOTEN DRIVE	City FORT WORTH	State TX ZIP Code 76133

The above information is required by Section 171.203 of the Tax Code for each corporation or limited liability company that files a Texas Franchise Tax Report. Use additional sheets for Sections A, B and C, if necessary. The information will be available for public inspection.

I declare that the information in this document and any attachments is true and correct to the best of my knowledge and belief, as of the date below, and that a copy of this report has been mailed to each person named in this report who is an officer, director or manager and who is not currently employed by this, or a related, corporation or limited liability company.

sign here	Title PRESIDENT	Date	Area code and phone number () -
-----------	---------------------------	------	-------------------------------------

Texas Comptroller Official Use Only



VE/DE	<input type="checkbox"/>	PIR IND	<input type="checkbox"/>
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7590498 480712

TX2015 05-158-B


Texas Franchise Tax Report - Page 2

Ver. 6.0 (Rev. 9-13/17)

Tcode 13231 INITIAL

Taxpayer number	Report year	Due date	Taxpayer name
	2015	05/15/2015	LIFEFORM HEALING RESEARCH, LLC
MARGIN (Whole dollars only)			
19. 70% revenue (item 10 X .70)	19. <input type="checkbox"/>		773305.00
20. Revenue less COGS (item 10 - item 14)	20. <input type="checkbox"/>		716908.00
21. Revenue less compensation (item 10 - item 18)	21. <input type="checkbox"/>		1104721.00
22. Revenue less \$1 million (item 10 - \$1,000,000)	22. <input type="checkbox"/>		104721.00
23. MARGIN (see instructions)	23. <input type="checkbox"/>		104721.00
APPORTIONMENT FACTOR			
24. Gross receipts in Texas (Whole dollars only)	24. <input type="checkbox"/>		268222.00
25. Gross receipts everywhere (Whole dollars only)	25. <input type="checkbox"/>		1104721.00
26. APPORTIONMENT FACTOR (Divide item 24 by item 25, round to 4 decimal places)	26. <input type="checkbox"/>		0.2428
TAXABLE MARGIN (Whole dollars only)			
27. Apportioned margin (Multiply item 23 by item 26)	27. <input type="checkbox"/>		25426.00
28. Allowable deductions (see instructions)	28. <input type="checkbox"/>		0.00
29. TAXABLE MARGIN (item 27 minus item 28)	29. <input type="checkbox"/>		25426.00
TAX DUE			
30. Tax rate (see instructions for determining the appropriate tax rate)		X X X	30. <input type="checkbox"/> 0.009500
31. Tax due (Multiply item 29 by the tax rate in item 30) (Dollars and cents)	31. <input type="checkbox"/>		241.55
TAX ADJUSTMENTS (Dollars and cents) (Do not include prior payments)			
32. Tax credits (item 23 from Form 05-160)	32. <input type="checkbox"/>		0.00
33. Tax due before discount (item 31 minus item 32)	33. <input type="checkbox"/>		241.55
34. Discount (see instructions, applicable to report years 2008 and 2009)	34. <input type="checkbox"/>		0.00
TOTAL TAX DUE (Dollars and cents)			
35. TOTAL TAX DUE (item 33 minus item 34)	35. <input type="checkbox"/>		241.55

Do not include payment if item 35 is less than \$1,000 or if annualized total revenue is less than the no tax due threshold (see instructions). If the entity makes a tiered partnership election, ANY amount in item 35 is due. Complete Form 05-170 if making a payment.

Print or type name		Area code and phone number
I declare that the information in this document and any attachments is true and correct to the best of my knowledge and belief.		Mail original to: Texas Comptroller of Public Accounts P.O. Box 149348 Austin, TX 78714-9348
sign here 	Date	

If you have any questions regarding franchise tax, you may contact the Texas Comptroller's field office in your area or call 1-800-252-1381.

Instructions for each report year are online at www.window.state.tx.us/tadinfo/taxforms/05-forms.html.

Texas Comptroller Official Use Only



VE/DE [] [] [] []

PM Date [] [] [] [] [] []





ANGEL OLIFERUK <angeloliferuk@gmail.com>

Request for documents

Emery Smith <emerysmith28@gmail.com>

Fri, Sep 11, 2015 at 1:48 PM

To: Anna Stahl <Anna@lifeformhealing.com>

Cc: Jessica Blanchette <jblanchette@olalaw.com>, Rick Alvarez <ralvarez@olalaw.com>, Deborah Welsh <deborahjeanwelsh@gmail.com>, Hannah Snyder <hsnyder@olalaw.com>, Jillgrayam <jillynychgraham@gmail.com>, ANGEL OLIFERUK <angeloliferuk@gmail.com>, annastahl84@aol.com

Hi Ms. Stahl,

I am a 50% owner of LF. I'm a 50% shareholder, I have the rights to review any books and records at anytime. I have requested 27 times the last 45 days, via , texts, emails, and verbal conversations all to be ignored and given the run around, and you have not complied, along with your Sister Angel Oliferuk, the book keeper, who by request, multiple times, will not forward me because of your decision not too. You have ignored my emails, my texts, my phone calls. I would like to resolve this without going to the courts and exercising my legal rights.

Thanks,

Emery Smith
Owner and Shareholder
Life Form Healing Research

Emery Smith
Owner and Shareholder
EmCyte Corporation

Sent from my iPhone

> On Sep 11, 2015, at 10:38, Anna Stahl <Anna@lifeformhealing.com> wrote:

>

> Hi Emery,

>

> Please explain to me why you need the books?

> There is a lawsuit going on with you and EmCyte, and Patrick has informed me that your owning of Lifeform was a violation of your contract with him and was breaking laws.

> He informed me that he will cut me off from selling anything soon and we will possibly be sued.

>

> Please indicate the purposes for which you need these documents.

>

> As you can see, Lifeform is in a very bad situation now.

>

> Thanks,

>

> Anna

>

> Sent from my iPhone



Mather, Ken

From: Emery Smith <emerysmith28@gmail.com>
Sent: Friday, September 11, 2015 8:44 PM
To: Anna Stahl
Subject: Re: Quick books

Anna,

Ok. Please have Mark, I like Mark by the way, contact Jessica with my Lawyer Alvarez. No worries, I would like to talk to u tomorrow over phone privately for 2 minutes. What's is marks info I will send him everything they will figure it out. Try not to stress it will all pass soon and you and your family will be fine if you just help get us info we need all standard stuff . I know this is your first lawsuit kinda but I been through many with larger companies. It's great experience and very hard and stressful. You and I will prevail with more then you ever expected but first we must squash Glendal and Patrick's mis management of EmCyte which allows us to free to do whatever. Anna I'm still the owner of Emcyte and there was no contract with pat and I and we did nothing illegal. He has.

ES

Sent from my iPhone

On Sep 11, 2015, at 18:38, Anna Stahl <Anna@lifeformhealing.com> wrote:

Sent from my iPhone

Begin forwarded message:

From: <Anna@lifeformhealing.com>
Date: September 11, 2015 at 6:37:16 PM EDT
To: emery Smith <emerysmith@me.com>
Subject: Quick books

Emery,

I am going to FedEx you the quickbooks. It has just been very stressful, and lawyer has been telling me things which I did not understand completely. Let me know what address to send them to and I will have them sent. I told the lawyer what you said about closing the company and he said it is very important, now that Patrick knows, in order for us to not get sued for Lifeform, that we dissolving the company as soon as possible. He said either your lawyer, or he can, write the paper of "dissolution" and we both sign it and that will keep lawsuit from Lifeform. He said just bankrupt wont keep from a lawsuit, so we need to do that now. How do you want to do this? Should I have Mark make the paper, or your lawyer make it. I am sorry about the Quickbooks mix up, but he was saying to not send paperwork to anyone until he understood situation, but then he explained he

did not mean you, he meant EmCyte.

Anna

Sent from my iPhone

From: Emery Smith emerysmith28@gmail.com
Subject: Re: LifeForm Healing Research, LLC
Date: October 9, 2015 at 2:21 PM
To: Jeff navatt Cell jeff@businesslawnaples.com
Cc: Anna Stahl annastahl84@aol.com

Mr. Novatt,

As you know, I have a tremendous amount on my plate right now, it is not that I am ignoring Ms. Stahls request for dissolution, my desire was to thoroughly go through the debt and allocation of funds as to leave the dissolution clearly transparent. Your document is not sufficient to me because it is left open ended with many loop holes and as to who is responsible for what. Since I am being pressured and threatened to complete this quickly, Ms Stahl leaves me no choice, or time to reexamine the documentation. I will not accept Ms. Stahls request for her sister, Ms. Oliferuk to be the new partner in Life Form. If you can get the below points drafted and back to me tonight, I will be more then happy to sign. My attorney handling these affairs is gone for the weekend, so I will take it upon myself to review and decide the new dissolution agreement. Looking forward to this day.

My request are this:

1. Split of Life Forms debt 50/50 through my calculations without proper examination thoroughly , approximately \$300,000.
2. LifeForm Banking account kept open for 45 days
3. All Bank accounts will be 50/50 control between Ms Stahl and myself, with the deletion of any other third party signers such as Ms. Oliferuk.
4. Since I will be solely responsible for EmCytes Debt with Life Form, Approx. \$200,000.00, Ms. Stahl will need to pay all credit card debt (approx. 40K) and the remaining portion of her 50% debt from Life Form owed to EmCyte will be paid to myself relinquishing her responsibility to EmCyte
5. All Credit card Expenses from all personal and business transactions, that points were issued to that individual or business, that was purchased for Life Form will be tallied and transferred equally to both LifeForm partners. Approximately 1,000,000 points.
6. Upon signing this document, An official signed document by Ms Oliferuk and Ms Stahl stating that Dorothy Smith will be added on as a 50% shareholder in A2M Bio Inc.
7. The release of Ms Elaine Hoffman's Deposit for my rental house in LA, that was made out to LifeForm, and mailed to Life Forms PO Box.
8. Only Ana and I have authorization to Life Forms PO Box in fort myers, with the deletion of known employees and all current Life Form mail be sent to my home 8937 Dorchester Street, Fort Myers, FL 33907
9. A signed legal document that Anna Stahl and Angel Oliferuk that they will not claim Bankruptcy for either personal, Life Form, and or A2M Bio Inc.
10. All assets such as, Electronics, computers, furniture, phones, clothing, Etc. will be kept by the individuals so as not to disrupt work and daily business operations that are ongoing.

Sincerely,

Sir Emery Stephen Smith III
202-999-6871



ASSIGNMENT AND ACCEPTANCE OF MEMBERSHIP INTEREST AND AGREEMENT

ASSIGNMENT

Effective on this 13th day of October, 2015 (the "Effective Date"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Emery Smith ("Smith") hereby assigns and transfers to Anna Stahl ("Stahl") a fifty percent (50%) membership interest in LifeForm Healing Research, LLC, a Texas limited liability company (the "Company"), which constitutes Smith's entire ownership interest in the Company.

ACCEPTANCE

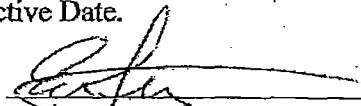
Stahl hereby accepts the foregoing assignment and transfer, effective as of the Effective Date.

AGREEMENT

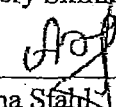
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereto agree as follows:

1. Smith hereby agrees that, after this assignment and transfer, he shall have no further rights relating to the Company or its assets and Stahl shall be sole member of the Company with all rights relating thereto.
2. Stahl hereby agrees that, after this assignment and transfer, Smith shall not be personally responsible or liable for any debts or obligations of the Company. If Smith is required to pay any debt owed by the Company to EmCyte Corporation as of the Effective Date, Stahl agrees to reimburse Smith for any such payment.
3. This Assignment, Acceptance and Agreement shall be governed by the laws of the State of Florida.
4. Venue of any action brought in connection with this Assignment, Acceptance and Agreement shall be in Lee County, Florida.
5. The prevailing party in any action (at law, in equity, appellate, bankruptcy, probate, administrative or otherwise) to enforce the terms of this Assignment, Acceptance and Agreement or any breach thereof shall be entitled to an award of court costs and attorneys' fees.
6. This Assignment, Acceptance and Agreement may be executed in counterparts and signed and delivered via scanned email or facsimile.

IN WITNESS WHEREOF, the undersigned have made and entered this Assignment, Acceptance and Agreement, effective as of the Effective Date.



Emery Smith



Anna Stahl

**FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS****Detail by Entity Name****Florida Limited Liability Company**

BIO HEALIX RESEARCH, LLC

Filing Information

Document Number	L13000122171
FEI/EIN Number	46-3537680
Date Filed	08/28/2013
Effective Date	08/28/2013
State	FL
Status	ACTIVE

Principal Address8937 DORCHESTER ST
FORT MYERS, FL 33907**Mailing Address**P.O. Box 61262
FORT MYERS, FL 33906

Changed: 05/01/2014

Registered Agent Name & AddressSMITH, EMERY
8937 DORCHESTER ST
FORT MYERS, FL 33907**Authorized Person(s) Detail**

Name & Address

Title MGRM

SMITH, EMERY
8937 DORCHESTER ST
FORT MYERS, FL 33907**Annual Reports**

Report Year	Filed Date
2014	02/07/2014
2014	05/01/2014
2015	02/21/2015

Document Images[02/21/2015 -- ANNUAL REPORT](#)[View image in PDF format](#)[05/01/2014 -- AMENDED ANNUAL REPORT](#)[View image in PDF format](#)[02/07/2014 -- ANNUAL REPORT](#)[View image in PDF format](#)[08/28/2013 -- Florida Limited Liability](#)[View image in PDF format](#)

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State of Florida, Department of State

Bio Healix Research LLC

8937 Dorchester St
Fort Myers, FL 33907

Invoice

Bill To:
Juliet D. Burry
499 E Central Pkwy
STE 115
Altamonte Springs, FL 32701

Ship To
Juliet D. Burry
499 E Central Pkwy
STE 115
Altamonte Springs, FL 32701

Date	Invoice No.	P.O. Number	Terms	Ship Via
01/31/14	013114-0		Prepay	UPS

Item	Description	Quantity	Rate	Amount
GS60	GS60 Pure	2	410.00	820.00
PL6050	PL6050	1	550.00	550.00
Centrifuge	Centrifuge	1	1,850.00	1,850.00
Pole and Braket	Pole and Braket	1	350.00	350.00
	Sales Tax		0.00%	0.00

Thank You!!

Total	\$3,570.00
Payments/Credits	\$0.00
Balance Due	\$3,570.00



Bio Healix Research LLC

8937 Dorchester St
Fort Myers, FL 33907

Invoice

Bill To:

Raul G Paredes
690 East Los Angeles Blvd.
STE D
Simi Valley, CA 93065

Date	Invoice No.	P.O. Number	Terms	Ship Via
01/23/14	012314-1		Due on receipt	

Item	Description	Quantity	Rate	Amount
GS30	GS30	30	125.00	3,750.00
GS60	GS60	15	175.00	2,625.00
Pure	GS60 PURE	30	185.00	5,550.00
Centrifuge	Centrifuge	1	2,000.00	2,000.00
	Sales Tax		0.00%	0.00

<i>Thank You!!</i>	Total	\$13,925.00
	Payments/Credits	\$0.00
	Balance Due	\$13,925.00

Bio Healix Research LLC

8937 Dorchester St
Fort Myers, FL 33907

Invoice

Bill To:
Dr. Luis Martinez
300 Ave Felisa Rincon
Suite 43
Las Vistas Shopping Village
San Juan, PR 00926

Ship To
Dr. Luis Martinez
338 Carpintero
Cammino del Sur
Ponce, PR 00716

Date	Invoice No.	P.O. Number	Terms	Ship Via
01/31/14	013114-2		Prepay	

Item	Description	Quantity	Rate	Amount
GS60	GS60 Pure	5	205.00	1,025.00
Centrifuge	Centrifuge	1	2,000.00	2,000.00
	Sales Tax		0.00%	0.00

<i>Thank You!!</i>	Total	\$3,025.00
	Payments/Credits	\$0.00
	Balance Due	\$3,025.00

Bio Healix Research LLC

8937 Dorchester St
Fort Myers, FL 33907

Invoice

Bill To:

Raul G Paredes
690 East Los Angeles Blvd.
STE D
Simi Valley, CA 93065

Date	Invoice No.	P.O. Number	Terms	Ship Via
01/23/14	012314-1		Due on receipt	

Item	Description	Quantity	Rate	Amount
GS30	GS30	30	125.00	3,750.00
GS60	GS60	15	175.00	2,625.00
Pure	GS60 PURE	30	185.00	5,550.00
Centrifuge	Centrifuge	1	2,000.00	2,000.00
	Sales Tax		0.00%	0.00

<i>Thank You!!</i>		Total	\$13,925.00
		Payments/Credits	\$0.00
		Balance Due	\$13,925.00

Bio Healix Research LLC

8937 Dorchester St
Fort Myers, FL 33907

Invoice

Bill To:
APM Spine and Sports Physicians
Attn: Rita Boslet
5665 Lowery Rd
Norfolk, VA 23502

Date	Invoice No.	P.O. Number	Terms	Ship Via
01/23/14	012314-0		Due on receipt	

Item	Description	Quantity	Rate	Amount
Pure	PURE	10	165.00	1,650.00
BMA120	GSBMA120	4	550.00	2,200.00
UPS Shipping	UPS Shipping		43.56	43.56
	Sales Tax		0.00%	0.00

<i>Thank You!!</i>	Total	\$3,893.56
	Payments/Credits	\$0.00
	Balance Due	\$3,893.56

Bio Healix Research LLC

8937 Dorchester St
Fort Myers, FL 33907

Invoice

Bill To:
APM Spine and Sports Physicians
Attn: Rita Boslet
5665 Lowery Rd
Norfolk, VA 23502

Date	Invoice No.	P.O. Number	Terms	Ship Via
01/23/14	101		Due on receipt	

Item	Description	Quantity	Rate	Amount
Pure	PURE	10	165.00	1,650.00
BMA120	GSBMA120	4	550.00	2,200.00
UPS Shipping	Shipping UPS Estimate cost		58.60	58.60
	Sales Tax		0.00%	0.00

<i>Thank You!!</i>	Total	\$3,908.60
	Payments/Credits	\$0.00
	Balance Due	\$3,908.60

Bio Healix Research LLC

8937 Dorchester St
Fort Myers, FL 33907

Invoice

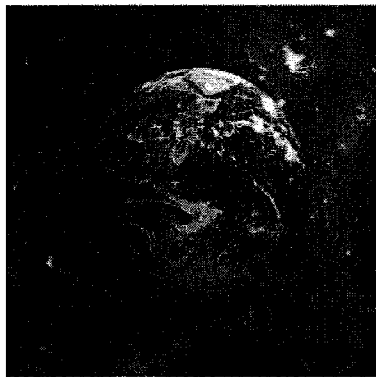
Bill To:
Juliet D. Bury 499 E Central Pkwy STE 115 Altamonte Springs, FL 32701

Ship To
Juliet D. Bury 499 E Central Pkwy STE 115 Altamonte Springs, FL 32701

Date	Invoice No.	P.O. Number	Terms	Ship Via
01/31/14	013114-1		Prepay	UPS

Item	Description	Quantity	Rate	Amount
GS60	GS60 Pure	2	410.00	820.00
PL6050	PL6050	1	550.00	550.00
Centrifuge	Centrifuge	1	1,850.00	1,850.00
	Sales Tax		0.00%	0.00

<i>Thank You!!</i>	Total	\$3,220.00
	Payments/Credits	\$0.00
	Balance Due	\$3,220.00



Emery Smith

2nd

Assistant Investigator at Bakhtar Technologies LLC

Washington, District Of Columbia | Defense & Space

Current Bakhtar Technologies LLC, XMS Research Laboratories, BioHealix Corporation

Previous GIAN MEDICAL LTD, Life Form Healing Research, Luminec Corporation

Send Emery InMail

500+ connections

https://www.linkedin.com/in/emery-smith-699929112

Background

Summary

Regenerative Medicine-Defense Systems Sustainability-Energy-Transdemensional Tech-Veteran,Civilian ,Animal Assistance-

Experience

Assistant Investigator

Bakhtar Technologies LLC

2015 – Present (1 year) | Newport Beach California

Advanced Research and Development of Volumetric Imaging and Reconstruction from Backscattered Signal Based Electromagnetic Wave Speeds

Co-Founder/Scientist/Engineer

XMS Research Laboratories

2016 – Present (less than a year) | Classified

Research and Manufacturing Laboratory for Geomechanics and Electromagnetic Research and Engineering involving the new advance science of volumetric resonance imaging. We have the ability, without radiation, view within the earth or the human body at even the macro level of cell counting, 400x better resolution then MRI,CAT, Ultrasound, or XRAY.

Owner/President

BioHealix Corporation

2012 – Present (4 years) | Washington D.C. Metro Area

Consulting Contractor



People Also Viewed

Keleigh (Kelly) Glover Pre-Medicine, Biology, Health & Wellness

Ralph Salvagno, MD Orthopaedic Surgeon | Independent Medical Examiner | Speaker | Medical Consultant | Vice Chief of Staff

Anna Stahl Looking to hire medical sales reps

Ron De Santo President/CEO at Select OrthoDME Solutions

Gary Parker Landscape Manager at Parker Turf People also viewed Keleigh (Kelly) Glover Pre-Medicine, Biology, Health & Wellness Gary Miller



Owner/President

Ultra Intelligence Corporation

Search for people, jobs, companies, and more...



Independent Business Development Consultant

2012 – Present (4 years) | Washington D.C. Metro Area
Home Profile My Network Jobs Interests
DOD Security Contractor

Michael Young
Business Services Total Business Solutions free & Relationship Manager at Heartland Payment Systems

Contractor

ArcLight Ministries

January 2016 – Present (5 months) | WorldWide

Chief Operations Officer

Josh Levine
Senior Consultant - Orthopedic, Dental & Surgical Robotics at Harrison Frazer

Owner and Inventor

EmCyte Corporation

August 1998 – Present (17 years 10 months) | Fort Myers, Florida Area

Cellular Biomedical Device Manufacturer

- ▶ 1 project
- ▶ 1 honor or award

Gaetano Scuderi, MD
Orthopaedic Surgeon at Palm Beach Spine and Sport

Layne Northsea, MBA, PMP
Manager, Instructional Design at Intuitive Surgical

Volunteer

World Peace One

May 2015 – Present (1 year 1 month) | Greater Los Angeles Area

Volunteer

How You're Connected

You

Brian Gunderson

Ask Brian for an introduction ▶

Emery Smith

Biotech Consultant

Independent Contractor

January 2016 – Present (5 months) | United States

Expert in Biologics and Cellular Therapies.

- ▶ 1 project

Volunteer

Octagon Wildlife Sanctuary

1985 – Present (31 years) | Fort Myers, Florida Area

Volunteer Animal Regenerative Therapies

Owner

GIAN MEDICAL LTD

January 2008 – March 2016 (8 years 3 months) | Fort Myers, Florida Area

Owner Chairman and CEO

Owner

Life Form Healing Research

February 2013 – August 2015 (2 years 7 months) | Texas

Owner

International Scientific Director

Luminec Corporation

March 2013 – June 2015 (2 years 4 months) | San Francisco Bay Area

Nutraceutical Manufacturer

Chairman

Amnion Animal Science Corp.

March 2013 – March 2015 (2 years 1 month) | San Francisco

Animal Regenerative Nutraceutical and Biological Manufacturer

People also viewed
Keleigh (Kelly) Glover Pre-Medicine, Biology, Health & Wellness

Medical Consultant

Exactech

▼ Search for people, jobs, companies, and more...

Advanced



Home Profile My Network Jobs Interests
 2006 – January 2015 (9 years) | Gainesville, Florida Area
 Regenerative Cellular Therapies

Business Services

Try Premium for free

Producer and Director

Sirius The Documentary

2011 – 2014 (3 years) | Washington DC

Volunteer

Executive Scientific Advisor

CSETI

2009 – 2013 (4 years) | Washington D.C. Metro Area

Volunteer

▶ 1 project

Teacher

Kleist Foundation Health Instructor

January 1996 – March 1999 (3 years 3 months) | Fort Myers, Florida Area

2nd 5th and 8th Grade advanced Health and Anatomy classes. Approved and licensed my Lee County School Systems.

Surgical Assistant

Lee Memorial Health System

September 1995 – September 1998 (3 years 1 month) | Fort Myers, Florida Area

Surgical First Assisting in Cardiac, Neuro, General, Ortho, Peds, GYN, Trauma, Harvesting, Eye, ENT, Plastic, Oral and Dental, etc.

Surgical Assistant

United States Air Force

1990 – 1998 (8 years) | KAFB

Surgical Assisting in a Vast Array of Surgical Procedures

Surgical Assistant

377 Medical Group

1992 – 1995 (3 years) | Kirkland Air Force Base

Surgical Apprenticeship Instructor

Internship

Lee County Sheriff's Office

1988 – 1990 (2 years) | Lee County

Assisting with the overseeing of watching prisoners

Student

Army ROTC (Official Page)

1986 – 1990 (4 years) | Florida

Platoon Leader

Squadron Commander

Civil Air Patrol

1985 – 1990 (5 years) | Florida

SAR Pilot

People also viewed
Keleigh (Kelly) Glover Pre-Medicine, Biology, Health & Wellness

Search for people, jobs, companies, and more...

Advanced



Home Additional Info Profile

My Network

Jobs

Interests

Business Services

Try Premium for free

Interests

https://www.youtube.com/watch?v=7LC7npt_uBo

Skills

Top Skills

- 16 Military
- 15 Military Operations
- 15 Leadership
- 13 Defense
- 12 Security
- 11 Strategic Planning
- 11 Team Building
- 11 Project Management
- 11 Medical Devices
- 10 Security Clearance

Emery also knows about...

- 9 DoD
 - 8 Management
 - 7 Regenerative Medicine
 - 7 Customer Service
 - 6 Stem Cells
 - 6 Photography
 - 6 Program Management
 - 6 Surgery
 - 5 Weapons & Tactics...
 - 5 Government
 - 5 Veterinarian Medicine
 - 5 Healthcare
 - 4 Systems Engineering
 - 4 Emergency Medicine
 - 4 Platelet Rich Plasma
- See 22+

Volunteer Experience & Causes

Education and Fund Raising

World Peace One
2014 – Present (2 years) | Human Rights

Wound Care and Regenerative Medical Applications for the Animals

Octagon Wildlife Sanctuary
1985 – Present (31 years) | Animal Welfare

Chairman of the Board

National Veterans Rights Association
January 2014 – December 2015 (2 years) | Human Rights

People also viewed
Keleigh (Kelly) Glover Pre-Medicine, Biology, Health & Wellness

Veteran Health Activist Addressing the Healthcare Issues of US Veterans. Search for people, jobs, companies, and more...



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Founder
Human Cure Foundation
January 2009 – January 2010 (1 year 1 month) | Health
Helping Finance Stem Cell Related Procedures for the underprivileged

Founder
Animal Cure Foundation
March 2009 – March 2011 (2 years 1 month) | Animal Welfare
Fundraising for Underprivileged and Unspoken Animals worldwide for Biological or Life Saving Therapies


Chairman
National Veterans Rights Association
January 2014 | Human Rights
https://www.youtube.com/watch?v=7LC7npt_uBo

Causes Emery cares about:

- Animal Welfare
- Children
- Education
- Environment
- Health
- Human Rights
- Disaster and Humanitarian Relief
- Poverty Alleviation
- Science and Technology

 Languages

English

 Patents

Centrifuge Tube Assembly
United States 6835353
Issued 2004

Centrifuge Tube Assembly
United States 20020185457
Issued 2002

Dual Lumen Syringe
United States 20090062741
Issued 2009

Centrifuge tube separating and Aspirating Biological Components
United States 7976796
Issued 2011

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Publications

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Analysis of Genesis CS Human Bone Marrow Concentration

Emery Smith/Sherwin V. Kevy, M.D./May S. Jacobson, Ph.D./Robert J. Mandle
August 20, 2006

Preclinical and clinical studies have suggested the benefit of using concentrated autologous bone marrow aspirate in bone repair, myocardial infarct and peripheral vascular disease. Bone marrow aspirate is often not sufficient for clinical efficacy in the absence of concentration^{1,2}. This report represents results from an evaluation of GenesisCS device for the concentration of human bone marrow-
...more



Projects

Emery Smith saves Zoo Manager from Cobra Bite

<http://www.perfusion.com/cgi-bin/absolutenm/templates/prparticledisplay.asp?articleid=1774&zoneid=5#.VwGDjcfvR0>

Sirius The Documentary

2013

Emery Smith is a three year veteran of the CSETI program and serves as a Senior Team member, assisting Dr. Greer with security, photography and coordination of CSETI events and expeditions.

Atacama Being Discovery

July 2012

DNA Research From Tissue samples from Unknown Origin

3 team members

Emery Smith

Assistant Investigator at Bakhtar Technologies LLC

Steven Greer

Founder and Director at DisclosureProject.org, www.SiriusDisclosure.com

Jan Bravo

--

Sirius The Documentary

3 team members

Emery Smith

Assistant Investigator at Bakhtar Technologies LLC

JD Seraphine

Amar Singh Kaleka

Executive Director at NeverEnding Light Productions



Honors & Awards

Trademarks

United States

2014

- US86117332 - PUREBMC EmCyte Corporation (October 21, 2014)
- US86117430 - PUREBMC EmCyte Corporation (October 14, 2014)
- US86113456 - EMCYTE CORPORATION EmCyte Corporation (September 9, 2014)
- US86109516 - EMCYTE CORPORATION EmCyte Corporation (September 9, 2014)

People also viewed
Keleigh (Kelly) Glover Pre-Medicine, Biology, Health & Wellness



People also viewed x
Keleigh (Kelly) Glover Pre-
 Medicine, Biology, Health &
 Wellness



NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE AND ENTERPRISE SERVICES

CERTIFICATE OF FORMATION

CANINE REGENERATIVE THERAPIES, LIMITED LIABILITY COMPANY

0400644856

The above-named DOMESTIC LIMITED LIABILITY COMPANY was duly filed in accordance with New Jersey state law on 03/21/2014 and was assigned identification number 0400644856. Following are the articles that constitute its original certificate.

1. Name:

CANINE REGENERATIVE THERAPIES, LIMITED LIABILITY COMPANY

2. Registered Agent:

ORTHOBIOLOGIC INNOVATIONS, LLC

3. Registered Office:

361 BRADLEY AVENUE
NORTHVALE, NJ 07647

4. Business Purpose:

Any lawful purpose.

5. Members/Managers:

ORTHOBIOLOGIC INNOVATIONS, LLC
361 BRADLEY AVENUE
NORTHVALE, NJ 07647

ULTRA INTELLIGENCE CORPORATION, LLC
225 SOUTH STREET
DOVER, DE 19901

6. Main Business Address:

361 BRADLEY AVENUE
NORTHVALE, NJ 07647

Signatures:

CHARLES C. JONES
AUTHORIZED REPRESENTATIVE



IN TESTIMONY WHEREOF, I have
hereunto set my hand and affixed my
Official Seal at Trenton, this
21st day of March, 2014

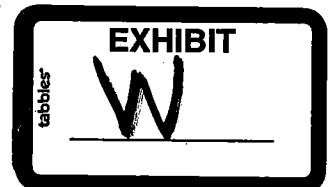
A handwritten signature in black ink, appearing to read "Andrew P. Sidamon-Eristoff".

Andrew P. Sidamon-Eristoff
State Treasurer

Certification# 131627909

Verify this certificate at

https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp



XPG

FILED

MARCH 21, 2014

State Treasurer

**Business Name: CANINE REGENERATIVE THERAPIES,
GROUP LIMITED LIABILITY COMPANY**

Business Type: LLC Date filed: 3/21/2014

Rejection Reason: AGENT NEVER CORRECTED

**THIS IS AN INTERNAL DOCUMENT ONLY.
BUSINESS HAS NO LEGAL EXISTENCE.**

PROCESSED DATE: 5/13/2014

0400644856

New Jersey Business Gateway
Business Entity Information and Records Service
Business Id : 0400644856

Status Report For: CANINE REGENERATIVE THERAPIES, LIMITED
LIABILITY COMPANY
Report Date: 2/5/2015
Confirmation Number: 5036595476

IDENTIFICATION NUMBER, ENTITY TYPE AND STATUS INFORMATION

Business ID Number: 0400644856
Business Type: DOMESTIC LIMITED LIABILITY COMPANY
Status: EXPUNGED
Original Filing Date: 03/21/2014
Stock Amount: N/A
Home Jurisdiction: NJ
Status Change Date: 03-21-2014

REVOCATION/SUSPENSION INFORMATION

DOR Suspension Start Date: N/A
DOR Suspension End Date: N/A
Tax Suspension Start Date: N/A
Tax Suspension End Date: N/A

ANNUAL REPORT INFORMATION

Annual Report Month: MARCH
Last Annual Report Filed: N/A
Year: N/A

AGENT/SERVICE OF PROCESS (SOP) INFORMATION

Agent: ORTHOBIOLOGIC INNOVATIONS, LLC
Agent/SOP Address: 361 BRADLEY AVENUE ,NORTHVALE,NJ,07647
Address Status: DELIVERABLE
Main Business Address: 361 BRADLEY AVENUE,NORTHVALE,NJ,07647
Principal Business Address: N/A

ASSOCIATED NAMES

Associated Name: N/A
Type: N/A

New Jersey Business Gateway
Business Entity Information and Records Service
Business Id : 0400644856

PRINCIPALS

Following are the most recently reported officers/directors (corporations), managers/members/managing members (LLCs), general partners (LPs), trustees/officers (non-profits).

Title:	N/A
Name:	N/A
Address:	N/A

FILING HISTORY -- CORPORATIONS, LIMITED LIABILITY COMPANIES, LIMITED PARTNERSHIPS AND LIMITED LIABILITY PARTNERSHIPS

To order copies of any of the filings below, return to the service page, <https://www.njportal.com/DOR/businessrecords/> and follow the instructions for obtaining copies. Please note that trade names are filed initially with the County Clerk(s) and are not available through this service. Contact the Division for instructions on how to order Trade Mark documents.

Charter Documents for Corporations, LLCs, LPs and LLPs

Original Filing (Certificate)Date:	2014
---------------------------------------	------

Changes and Amendments to the Original Certificate:

Filing Type	Year Filed
EXPUNGED	2014

Note:

Copies of some of the charter documents above, particularly those filed before August 1988 and recently filed documents (filed less than 20 work days from the current date), may not be available for online download.

- For older filings, contact the Division for instructions on how to order.
- For recent filings, allow 20 work days from the estimated filing date, revisit the service center at <https://www.njportal.com/DOR/businessrecords/> periodically,

New Jersey Business Gateway
Business Entity Information and Records Service
Business Id : 0400644856

search for the business again and build a current list of its filings. Repeat this procedure until the document shows on the list of documents available for download.

The Division cannot provide information on filing requests that are in process. Only officially filed documents are available for download.

**WRITTEN CONSENT OF MEMBERS
CANINE REGENERATIVE THERAPIES, LLC
a New Jersey limited liability company**

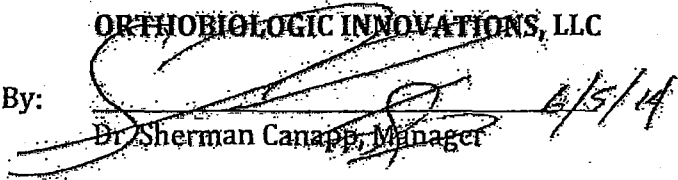
By and through the signatures of their authorized officers as provided below, the sole members of **CANINE REGENERATIVE THERAPIES, LLC**, a New Jersey limited liability company ("Company"), hereby agree the pricing for the products noted below to be sold by the Company shall be as follows:

<u>Kits</u>	<u>CRT Cost from Emcyte</u>	<u>Selling Price to doctors</u>	<u>Selling Price Sci/distributors</u>
BC 60 - Pure BMC 60ml	\$300	\$700	\$575
GS-60 Pure PRP	\$85	\$275	\$200
Centrifuge	\$1,500	\$5,000	\$4,500

Any modifications to the above-noted pricing must be approved in writing by both Members. The Members hereby agree not to take any actions inconsistent with this document and to sign additional documents as needed to evidence the terms hereof.

ORTHOBIOLGIC INNOVATIONS, LLC


By:


Dr. Sherman Canapp, Manager

8/5/14

ULTRA INTELLIGENCE CORPORATION, LLC

By:


Emery Smith, Manager

**COMBINED WRITTEN CONSENT IN LIEU OF A MEETING
OF THE MANAGERS AND MEMBERS OF**

Canine Regenerative Therapies, LLC

In lieu of a meeting, the undersigned, constituting all of the members (the "Members") and managers (the "Managers") of Canine Regenerative Therapies, LLC, a Maryland limited liability company (the "Company"), in accordance with the provisions of Subtitle 4 of the Maryland Limited Liability Company Act (the "Act"), hereby adopt, approve and authorize the following resolutions:

WHEREAS, on March 21, 2014, the Members attempted to form the Company in the state of New Jersey by duly filing a Certificate of Formation (the "Initial Certificate") with the New Jersey Department of the Treasury Division of Revenue and Enterprise Services.

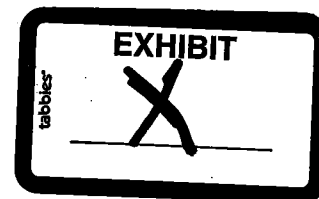
WHEREAS, the Initial Certificate was missing the name of a natural person to serve as the registered agent of the Company, and accordingly, the filing of the Certificate was subsequently expunged on February 5, 2015 and the Company was ultimately determined to not be duly formed in the state of New Jersey.

WHEREAS, on February 18, 2015, the Members duly formed the Company pursuant to the filing of the Company's Articles of Organization with the Maryland State Department of Assessment and Taxation, and on March 5, 2015 (the "Maryland Filing"), the Members executed the operating agreement (the "Operating Agreement") of the Company to set forth the terms and conditions for the operation and governance of the Company in the State of Maryland,

WHEREAS, the Members and Managers of the Company desire to ratify and approve the actions taken by the Members and Managers in during the time period since the Initial Filing on behalf of and in furtherance of the Company, including the Maryland Filing and the execution of the Operating Agreement.

NOW, THEREFORE, BE IT RESOLVED, that all actions heretofore taken by the Members and the Managers on behalf of and in furtherance of the Company, including the Maryland filing, the filling of 2014 tax returns, the execution of the Operating Agreement, and the execution of any third party agreements by the Company, be and they hereby are, ratified and confirmed.

FURTHER RESOLVED, that the Company is hereby authorized and directed to indemnify the Members, Managers, officers, and attorneys of the Company for any potential liability resulting from the expungement of the Initial Certificate by the New Jersey Department of the Treasury Division of Revenue and Enterprise Services.




FURTHER RESOLVED, that all actions heretofore taken consistent with the purposes and intents of the foregoing resolutions be and they hereby are, ratified and confirmed.

FURTHER RESOLVED, that the officers of the Company, or any of them, be and they hereby are authorized, empowered and directed for and on behalf of the Company, to take any and all other actions which may be necessary and/or desirable to effectuate the transactions approved by the foregoing resolutions, and their acts and deeds in so doing shall be conclusively presumed to be the acts and deeds of the Company.

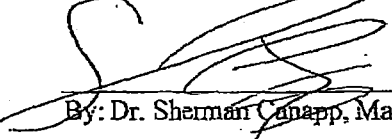
As of March 6, 2015

MEMBERS:

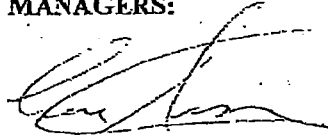
Ultra Intelligence Corporation, LLC

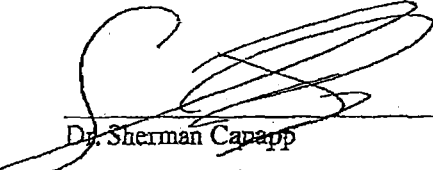

By: Emery Smith, Managing Member

Orthobiologic Innovations, LLC


By: Dr. Sherman Canapp, Managing Member

MANAGERS:


Emery Smith


Dr. Sherman Canapp

State of Maryland
Department of
Assessments and Taxation



Lawrence J. Hogan, Jr.
Governor

Owen C. Charles
Acting Director

Charter Division

Date: 02/23/2015

KATRY LANDICHO
SUITE 200
8171 MAPLE LAWN BLVD
FULTON MD 20759

THIS LETTER IS TO CONFIRM ACCEPTANCE OF THE FOLLOWING FILING:

ENTITY NAME : CANINE REGENERATIVE THERAPIES, LLC
DEPARTMENT ID : W16358145
TYPE OF REQUEST : ARTICLES OF ORGANIZATION
DATE FILED : 02-18-2015
TIME FILED : 04:39 PM
RECORDING FEE : \$100.00
EXPEDITED FEE : \$50.00
FILING NUMBER : 1000362007605498
CUSTOMER ID : 0003211662
WORK ORDER NUMBER : 0004428242

PLEASE VERIFY THE INFORMATION CONTAINED IN THIS LETTER. NOTIFY THIS DEPARTMENT IN WRITING IF ANY INFORMATION IS INCORRECT. INCLUDE THE CUSTOMER ID AND THE WORK ORDER NUMBER ON ANY INQUIRIES. EVERY YEAR THIS ENTITY MUST FILE A PERSONAL PROPERTY RETURN IN ORDER TO MAINTAIN ITS EXISTENCE EVEN IF IT DOES NOT OWN PERSONAL PROPERTY. A BLANK RETURN WILL BE MAILED BY FEBRUARY OF THE YEAR FOR WHICH THE RETURN IS DUE.

Charter Division
Baltimore Metro Area (410) 767-1350
Outside Metro Area (888) 246-5941

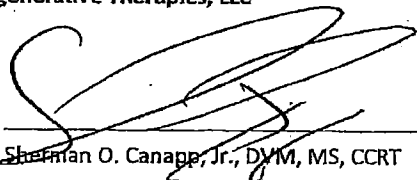
DISTRIBUTION AGREEMENT

THIS DISTRIBUTION AGREEMENT (this "Agreement") is made and effective as of June 4, 2014 ("Effective Date"), and is between Canine Regenerative Therapies, LLC (hereinafter "Distributor"), a New Jersey limited liability company located at 361 Bradley Avenue, Northvale, NJ 07467 and EmCyte Corporation (herein after "Manufacturer"), a Florida corporation located at 13881 Plantation Road Suite 2, Fort Myers, Florida 33912. Distributor and Manufacturer are hereinafter collectively called the "Parties" and individually called a "Party").

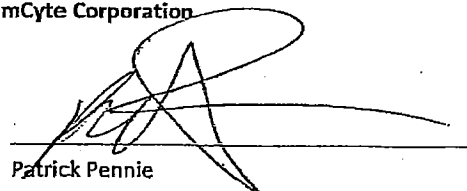
The Distributor wishes to purchase from the Manufacturer, for resale to end-users, the products described on the commercial price list incorporated herein by this reference and attached hereto as Schedule B, as such Schedule may be revised only by a writing signed by both Parties (the "Products"). This Agreement is intended to describe the terms of the relationship between the Parties with respect to the Products. This Agreement consists of the attached Terms and Conditions and Schedules A, B, C and D.

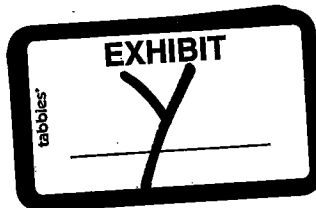
By signing below, each Party, by and through its undersigned authorized officer, acknowledges that it has read, understands and agrees to be bound by this Agreement.

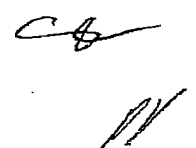
Canine Regenerative Therapies, LLC

By: 
Name: Sherman O. Canapp, Jr., DVM, MS, CCRT
Title: Owner

EmCyte Corporation

By: 
Name: Patrick Pennie
Title: Chairman & CEO



Handwritten initials, possibly "CB" and "PV", in black ink.

TERMS AND CONDITIONS

The Parties agree as follows:

1. APPOINTMENT

1.1 Appointment; Term. Under this Agreement the Distributor is appointed as the **EXCLUSIVE** distributor of Manufacturer's Products in the territory and field of use hereinafter described. The Distributor will be responsible for promoting, marketing, selling and supporting the Products in the territory and field of use specified and defined in Schedule "A" (the "Territory"). The term hereof (the "Term") begins on the Effective Date and continues until the third anniversary of such date. The Term may be extended only upon the written agreement of the Parties.

1.2 Termination. This Agreement may be terminated:

(a) By Manufacturer if Distributor fails to make a timely payment of any financial obligation owed by Distributor to Manufacturer under this Agreement.

(b) By a Party if the other Party commits a Material Breach and: (i) fails to remedy the breach within thirty (30) Business Days of being required by the first Party to do so; or (ii) where remedy of the breach is not reasonably possible within thirty (30) Business Days, fails to propose a plan within twenty (20) Business Days which, in the opinion of the first Party acting reasonably, is capable of providing a remedy of the breach within thirty (30) Business Days.

(c) If either Party shall commence as debtor any proceedings under any bankruptcy, insolvency, readjustment of debt, dissolution or liquidation Law or any such proceeding shall be commenced against either Party and not be contested by such Party, or any trustee or receiver shall be appointed therefore, then the Party not involved in such proceedings shall have the option to terminate this Agreement in its entirety by written notice of such termination to the Party involved in such proceedings and upon the giving of such notice this Agreement shall immediately terminate.

(d) By either Party, upon at least thirty (30) days prior written notice to the other Party, if, as a result of an Event of Force Majeure (as defined in Section 13.9), the other Party is unable to fully perform its obligations hereunder for a period of ninety (90) consecutive days; provided that if the required performance is met during the thirty (30) day period, this Agreement shall continue in full force and effect as if the notice had not been given.

(e) By a Party, on a country-by-country and Indication-by-Indication basis, if the Regulatory Authority for such country has finally denied regulatory approval (or any material part thereof) for the Products within the Exclusive or Non-Exclusive Territory and the Field of Use.

(f) By Distributor, in accordance with Section 6.1.


2. SALES

2.1 Sales. The Distributor will purchase the products in Schedule B (the "Products") at the prices in Schedule B (the "Prices"). To initiate an order the Distributor will provide a purchase order delivered either by facsimile, phone or email. The order should include shipping information for direct shipping to customer.

2.2 Shipping. When orders are received, the Manufacturer will ship according to shipping instructions provided by the Distributor. The Distributor will incur all shipping charges. Manufacturer will use commercially reasonable efforts to meet shipping dates. Unless requested otherwise, Manufacturer will select the common carrier and the method of shipment. Risk of loss or damage will pass to the Distributor when the Products are delivered to Distributor (or to the customer, if Distributor's order is for the customer to receive a direct shipment)

Distribution Agreement 012914

WPB_ACTIVE 5929442.1



in an undamaged manner. Any damage to Products incurred prior to delivery must be reported to Manufacturer in writing within 10 days of delivery.

2.3 Cancellation and Rescheduling. Distributor may cancel or reschedule purchase orders, without a fee, up to 7 days prior to the scheduled shipping date.

3. PRICES AND PAYMENT

3.1 Prices. Any increase in Prices hereunder must be approved by a written agreement of the Parties. Prices hereunder shall not be increased more than once per calendar year and each such increase shall not exceed ten (10%) of the previously approved price. In addition, during the Term Manufacturer shall not charge Distributor for any Product a Price that is higher than the lowest Price then charged by Manufacturer to any other customer or distributor of such Product.

4. DISTRIBUTOR'S OBLIGATIONS

4.1 Sales Efforts. The Distributor agrees to use commercially reasonable efforts to promote, market, sell and support the Products in the Territory.

4.2 Products. The Distributor will only sell Products in original, unmodified, unused condition. The Distributor agrees to not duplicate or reproduce any Products manufactured or distributed by the manufacturer and any software or written material provided by the Manufacturer. The Distributor agrees to purchase items on Schedule B exclusively from Manufacturer. The Distributor also agrees it shall not distribute the Products to the Current Customers of Manufacturer who are distributing or using the Products. Any representation, warranty or guarantee made regarding a Product's specifications, features or capabilities will be consistent with the documentation and literature for that Product. If the Distributors learn of any claim or proceeding involving the Products or of any claimed defect in any Product, the Distributor agrees to promptly notify the Manufacturer in writing.

4.3 Competition. During the Term, Distributor shall refrain, and shall cause its Sales Associates to refrain, directly or indirectly, from promoting, soliciting sales of, selling or offering to sell in the Territory or for use or resale therein any product which is in direct competition with the Products of the Manufacturer.

5. MANUFACTURER'S OBLIGATIONS

5.1 The Manufacturer agrees to provide sales support through marketing resources. The Manufacturer agrees to provide marketing and technical information concerning the Products as well as reasonable quantities of brochures, instructional material, advertising literature, artwork, photographs, available sales aids, and other Product data (additional quantities are available at a nominal price). The Manufacturer agrees to allow the Distributor to participate in the cooperative marketing programs and other sales incentive programs that the Manufacturer may make generally available to similarly situated master distributors of Products. The Manufacturer will also provide the employees of the Distributor with sufficient level of sales and product training. Initially, Manufacturer shall provide such amount of time and training as is required to make Distributor and its employees knowledgeable on the Product, its design, operation, use and its current marketable attributes. Should, during the term of this Agreement, either through product enhancements or changes; or by government restrictions on the use of the Products, additional training become required, the Parties shall mutually agree in writing on the additional levels of sales and product training required to be provided by Manufacturer.

5.2 Manufacturer shall ensure that all Products ordered hereunder shall be delivered to the designated delivery location within ten days after the order is placed. Notwithstanding any other provision hereof, if Manufacturer cannot supply the Products ordered by Distributor hereunder as and when the same are ordered, Distributor shall be free to procure the same or similar products from other sources.

5.3 Manufacturer is responsible for ensuring that all Products are manufactured in accordance with applicable laws and industry standards.

5.4 During the Term, Manufacturer shall not allow any person or entity to sell the Products in the Territory for the Field of Use other than Distributor.

6. PRICE PROTECTION

6.1 The Manufacturer agrees to give the Distributor a minimum of 60-day advance notice of any proposed price increase as permitted under Section 3.1 hereunder. If Distributor refused to accept the proposed price increase, it may terminate the Agreement within thirty (30) days after receiving such notice, by delivering written notice to Manufacturer.

7. PRODUCT CHANGES AND DISCONTINUANCE

7.1 The Manufacturer is responsible to notify the Distributor at least 30 days prior to the delivery of any Product that incorporates a change in design and at least 90 days prior to the discontinuance of manufacture of any Product.

8. INDEMNITY

8.1 General Indemnity. Each Party agrees to indemnify and hold the other Party and its customers, employees, agents, representatives, successors and assigns harmless from all damages, costs and expenses (including attorney's fees at all levels, including appeals) arising in connection with any breach hereunder by the indemnifying Party. This provision shall survive the expiration or termination of this Agreement.

9. TRADEMARKS

9.1 Limited Trademark License. The Manufacturer grants to the Distributor a, limited license to use its name, logo and other trademarks that is used with respect to the Products (the "Trademarks"). The Distributor may use the Trademarks only for proper purposes in connection with the promotion and sale of Products. The Distributor is authorized to sublicense the Trademarks to its distributor customers on the same terms as are provided in this Section 9.

9.2 Distributors Use. The Distributor's use of the Trademarks will be in accordance with applicable trademark law and Manufacturer's written policies regarding advertising and trademark usage, as the same are attached hereto as Schedule C. The Distributor will include all applicable Trademarks in any literature, promotion or advertising that is produced or distributed concerning the Products. The Distributor will not use any Trademarks other than with respect to the direct promotion of the Products.

9.3 Distributors Designations. The Distributor also agrees to not remove, deface or alter any Trademarks, model numbers or other designations that may place on the Products. In addition, we agree to not place any other trademarks, trade names, model designations or nameplates on the Products without first gaining your agreement in writing. In such case, the Distributor will expect to work with the Manufacturer in implementing any such change to the product labeling or marking.

10. END-USER WARRANTY

10.1 End-User Warranty. When original, unmodified, unused Products purchased under this Agreement are resold to an end-user or sold directly to an end-user, the Manufacturer will provide that end-user with a Limited Warranty in the form contained in the documentation supplied with the Product. The warranty will be forwarded by Distributor to the customer (or sent by Manufacturer to the end-user with respect to direct sales). Any Limited Warranty MUST contain the following language: (a) Manufacturer warrants that the Products will be free of manufacturing defects and will function in conformance with Manufacturer's written materials for at least three years after the date of sale; (b) Manufacturer will promptly respond to any notice of defect or non-conformance by promptly making corrections to the applicable Product or providing non-defective replacements to the same, such that the replacement shall function in full compliance with Manufacturer's written materials, applicable law and industry standards; (c) the Products do not infringe upon any third party intellectual property rights. The Limited Warranty shall survive the expiration or termination of this Agreement.

11. MISCELLANEOUS

11.1 No Other Agreements. This Agreement supersedes all previous agreements (if any) between the Parties relating to the matters covered by this Agreement. There are no promises, terms, conditions obligations or understandings, oral or written, express or implied, other than those in this Agreement. This Agreement also shall supersede any provision of any purchase order from the Distributor for the Products during the Term. This provision shall apply regardless of any provision in such purchase order to the contrary. This Agreement may only be amended by a writing signed by the Parties.

11.2 Notices. Any notice, which either party is required to give under this Agreement, shall be in writing. It may be given by email, facsimile transmission, personal delivery (including courier), or mailing (by first class receipted prepaid mail) to, the respective email, facsimile number or address set forth in this Agreement. Each party may change such contact information by written notice to the other. Notices sent by email, facsimile transmission or personal delivery should be deemed given on the date of sending, transmission or delivery. Notices, which are mailed, shall be deemed given seven days after mailing.

11.3 Severability. If any provision of this Agreement is held to be void, invalid or inoperative, then that provision and the other related provisions of this Agreement are deemed automatically modified to conform to the requirements for validity declared at such time and to, as closely as legally permissible, reflect the original intent of the parties. If such provision is of such a nature that it cannot be so adjusted, the provision shall be deemed deleted from this Agreement as though it had never been included in this Agreement. In either case, except as set forth above, the remaining provisions of this Agreement shall not be affected.

<p>Canine Regenerative Therapies, LLC 361 Bradley Avenue Northvale, NJ 07467 UNITED STATES Contact Information: Sherman O. Canapp, Jr., DVM, MS, CCRT Phone: (301) 560-1397 Fax: (240) 295-4401 Email: scanapp@vosm.com</p> <p>With a copy to: OFFIT KURMAN, P.A., 8171 Maple Lawn Boulevard, Suite 200, Maple Lawn, MD 20759, Attn: Jonathan R. Wachs</p>	<p>EmCyte Corporation 13881 Plantation Road, Suite 2 Fort Myers, FL 33912 UNITED STATES Contact Information: Patrick Pennie Office: 239-481-7725 Fax: 239-481-7724 Email: patrick@emcyte.com</p> <p>With a copy to: Kenneth G.M. Mather, Gunster, 401 E. Jackson St., Suite 2500, Tampa, FL 33602 by certified mail and by e-mail at kmather@gunster.com</p>
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11.4 Governing Law; Jurisdiction; Costs. This Agreement will be governed by and construed in accordance with the laws of the State of Florida applicable to contracts performed entirely in that state. Any suit under this Agreement shall be brought in the federal or state courts in the districts, which include Lee County, Florida. The Parties agree and submit to the personal jurisdiction and venue of such courts. The prevailing Party in any arbitration or dispute under this Agreement shall be entitled to recover its costs and expenses (including reasonable attorneys' and expert witness' fees) incurred in any such matter.

11.5 No Agency or Partnership. This Agreement is not intended to create a partnership between the Parties. The relationship between the Parties is that of independent contractors. Except as otherwise indicated hereunder, Distributor and its officers, agents and employees, shall under no circumstance be considered Manufacturer's agents, employees or representatives. Distributor will not have the right to enter into any contracts or binding commitments in Manufacturer's name or on Manufacturer's behalf.

11.6 Further Assurances. Each Party agrees to take all such further acts and execute such further documents as the other Party may reasonably request (a) to fulfill its respective obligations under this Agreement or (b) to assist the other Party in complying with any applicable laws, rules and regulations, so long as such act relates to the Products, services, warranties or other performance obligations of this Agreement.

11.7 Construction. This Agreement is the result of negotiations among, and has been reviewed by both Parties. As a result, this Agreement shall be deemed to be the product of both Parties, and no ambiguity shall be construed in favor of or against either Party.

11.8 Assignment. Neither Party will assign or delegate any of its rights or obligations under this Agreement, whether voluntarily or by operation of law, without the prior written consent of the other. However, either Party may assign this Agreement to any entity into which we may be merged or to any entity, which has otherwise succeeded to or purchased all or substantially all of our business and assets, and, in each case, has assumed in writing or by operation of law our obligations under this Agreement. Subject to the foregoing, this Agreement will inure to the benefit of and be binding upon the successors and assigns of the Parties.

11.9 Force Majeure Events. Neither Party shall be liable for any failure to perform any of its obligations under this Agreement (other than the payment of money) which results from acts of God, the elements, fire, flood, component shortages, *force majeure*, riot, insurrection, industrial dispute, accident, war, embargoes, legal restrictions or any other cause beyond the control of the party (any such event, an "Event of Force Majeure").

11.10 Counterparts; Headings. This Agreement may be executed in counterparts any complete set of which shall constitute a single instrument. The captions and headings of this Agreement are for convenience of reference only and shall not affect the interpretation of this Agreement.

11.11 Confidentiality. During the Term and for three years thereafter, each Party agrees to not use for any purpose, other than as contemplated by this Agreement, or divulge to any third party, any trade secrets, processes, techniques, designs, know how or other confidential information provided by the other, whether provided by the disclosing Party or its individual employee.

**DISTRIBUTOR AGREEMENT
SCHEDULE A**

Specific Terms

1. **Price:** As set forth in Schedule B.
2. **Minimum Order Requirements:** The Distributor shall be held to the standard of exercising commercially reasonable business practices in marketing, selling and promoting the Products.
3. **Territory:** "Territory" as used in this Agreement shall mean USA, Canada, Italy, France, Germany, United Kingdom. The Distributor may solicit sales from any potential End User or redistributor in the field of use anywhere in the USA, except for those End Users currently being serviced by existing distributors or customers of the Manufacturer.
4. **Field of Use:** As used herein shall mean canine applications.
5. **Payment Terms:** Payment terms are Net 45 days. However, if the Distributor is late on any payment, the payment term will be immediately converted to Payment In Full prior to shipping.
6. **Product Traceability:** Distributor is responsible to maintain product traceability for each individual product delivered by Manufacturer. Distributor will comply with any product recalls initiated by product manufacturer and will notify Manufacturer of any customer complaints on provided products.
7. **Method of Shipment:** Products shall be drop shipped as Distributor's designated location via reliable nationally reputable surface transportation or other means requested by Distributor. Distributor is responsible for all shipping, freight and handling charges.



**DISTRIBUTOR AGREEMENT
SCHEDULE B**

Product Pricing

The Distributor will pay the Manufacturer according to the following pricing schedule set forth below.

Order Item	Part Number	Package	Unit Price
PureBMC® (For Canine Use Only) (ACDA)	BC60-PURE	16/Case	\$300/kit
Bone Marrow Concentrating System 60 mL (For Canine Use Only) (ACDA)	GSBMA-60	16/Case	\$285/Kit
PurePRP® (For Canine Use Only) (ACDA)	GS60-PURE-R	20/Case	\$85/kit
Executive Series Centrifuge II	GS-022624340	Each	\$1500/each
Pole Bracket 60mL	PLB-60	Each	\$85/each

GUIDELINES FOR USING EMCYTE CORPORATION TRADEMARKS AND COPYRIGHTS
SCHEDULE C

These guidelines are for EmCyte Corporation licensees, authorized resellers, customers, and other parties wishing to use EmCyte Corporation's trademarks, service marks or images in promotional, advertising, instructional, or reference materials, or on their web sites, products, labels, or packaging. Use of EmCyte Corporation trademarks and copyrights for commercial purposes without the prior written consent of EmCyte Corporation may constitute trademark infringement and unfair competition in violation of federal and state laws. Use of EmCyte Corporation trademarks may be prohibited, unless expressly authorized.

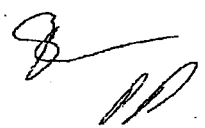
If you are a licensee of an EmCyte Corporation trademark or logo and have been provided with special trademark usage guidelines with your license agreement, please follow those guidelines. If your license agreement does not provide usage guidelines, then follow these guidelines. If you are an EmCyte Corporation Reseller you may be subject to additional restrictions.

EmCyte Corporation's trademarks, service marks, trade names, and trade dress are valuable assets. In following these guidelines, you help us protect our valuable trademark rights and strengthen our corporate and brand identities. By using an EmCyte Corporation trademark, in whole or in part, you are acknowledging that you will not interfere with EmCyte Corporation's rights in the trademark, including challenging EmCyte Corporation's use, registration of, or application to register such trademark, alone or in combination with other words, anywhere in the world, and that you will not harm, misuse, or bring into disrepute any EmCyte Corporation trademark.

Authorized Use of EmCyte Corporation Trademarks

1. **Advertising, Promotional, and Sales Materials:** Only EmCyte Corporation and its authorized resellers and licensees may use the EmCyte Corporation Logo in advertising, promotional, and sales materials. Such authorized parties may use the Logo only as specified in their agreement with EmCyte Corporation and any associated Guidelines and such use must always be in conjunction with the appropriate terms that define the relationship authorized by their agreement.
2. **Publications, Seminars; and Conferences:** You may use an EmCyte Corporation mark in connection with book titles, magazines, periodicals, seminars, or conferences provided you comply with the following requirements:
 - a. The use reflects favorably on EmCyte Corporation products or technology.
 - b. Your name and logo appear more prominent than the EmCyte Corporation word on all printed materials related to the publication, seminar or conference.
 - c. The EmCyte Corporation logo or any other owned graphic symbol, logo, icon or image does not appear on or in the publication or on any materials related to the publication, seminar, or conference without express written permission from EmCyte Corporation.
 - d. A disclaimer of sponsorship, affiliation, or endorsement by EmCyte Corporation, similar to the following, is included on the publication and on all related printed materials: "(Title) is an independent (publication) and has not been authorized, sponsored, or otherwise approved by EmCyte Corporation"
 - e. A trademark attribution notice is included in the credit section giving notice of EmCyte Corporation's ownership of its trademark(s).
3. **Unauthorized Use of EmCyte Corporation Trademarks**
4. **Company, Product, or Service Name:** You may not use or register, in whole or in part, EmCyte Corporation trademark, graphic symbols, logos, icons, or an alteration thereof, as or as part of a company name, trade name, product name, or service name except as specifically noted in these guidelines.

5. Logo and Owned Graphic Symbols: You may not use the EmCyte Corporation Logo or any other graphic symbol, logo, or icon on or in connection with web sites, products, packaging, manuals, promotional/advertising materials, or for any other purpose except pursuant to an express written trademark license from EmCyte Corporation, such as a reseller agreement.
6. Variations, Takeoffs or Abbreviations: You may not use an image of a real EmCyte Corporation or other variation of the EmCyte Corporation logo for any purpose. Third parties cannot use a variation, phonetic equivalent, foreign language equivalent, takeoff, or abbreviation of an EmCyte Corporation trademark for any purpose.
7. Disparaging Manner: You may not use an EmCyte Corporation trademark or any other owned graphic symbol, logo, or icon in a disparaging manner.
8. Endorsement or Sponsorship: You may not use EmCyte Corporation, trademark, including owned graphic symbols/logos, or icons, in a manner that would imply EmCyte Corporation's affiliation with or endorsement, sponsorship, or support of a third party product or service.
9. Merchandise Items: You may not manufacture, sell or give-away merchandise items, such as T-shirts and mugs, bearing EmCyte Corporation logo, graphic symbols/logo, or icon, except pursuant to an express written trademark license from EmCyte Corporation.
10. Trade Dress: You may not imitate the distinctive EmCyte Corporation packaging, web site design, logos, or typefaces.



March 5, 2015

EmCyte Corporation
12881 Plantation Road, Suite 2,
Fort Myers, Florida, 33912

Dear Mr. Smith:

This letter agreement (the "Agreement") is intended to memorialize an agreement between Canine Regenerative Therapies ("CRT"), LLC, a Maryland limited liability company, and EmCyte Corporation ("EmCyte"), a Florida corporation. On June 4, 2014, EmCyte and an unregistered entity operating as Canine Regenerative Therapies executed a certain Distribution Agreement (the "Distribution Agreement"). On the date of the Distribution Agreement, Canine Regenerative Therapies believed that it was duly operating as a New Jersey limited liability company. However, at a later date, Canine Regenerative Therapies discovered that the New Jersey Department of the Treasury "expunged" the Certificate of Formation filed by Canine Regenerative Therapies. Accordingly, Canine Regenerative Therapies was not properly described in the Distribution Agreement because the Company was not duly organized under New Jersey law. CRT desires to enter into this letter agreement (this "Agreement") with EmCyte to acknowledge and affirm (i) the original intention of both CRT and EmCyte to enter into the Distribution Agreement, (ii) that CRT is a Maryland limited liability company, (iii) to ratify the previous acts of Canine Regenerative Therapies and EmCyte under the Distribution Agreement, and (iv) the intention of CRT and EmCyte remain bound to the terms of the Distribution Agreement for the duration of the Term (as defined in Section 1.1 of the Distribution Agreement).

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CRT and EmCyte hereby acknowledge and agree to the terms stated herein, including their mutual agreement to be further bound by the terms and conditions of the Distribution Agreement.

This Agreement may be executed in counterpart signatures. The parties to this Agreement will, without further consideration, take such further action and execute and deliver such further documents as may be reasonably requested by the other party in order to carry out the provisions and purpose of this Agreement. This Agreement will be interpreted in accordance with the laws of the State of Maryland.

This Agreement sets forth our entire agreement and understanding relating to the subject matter herein and merges all prior discussions between us. No modification of or amendment to this letter, nor any waiver of any rights under this letter, shall be effective unless in writing. Please indicate your understanding of and agreement to the terms and conditions set forth in this letter by counter-signing the letter in the space provided below.

Very truly yours,



CANINE REGENERATIVE THERAPIES, LLC

By: 

Name: Sherman Canapp

Title: Owner

AGREED TO AS OF MARCH 5 2015.

EMCYTE CORPORATION

By: 

Name: EMILY SMITH

Title: OWNER/President

3/5/2015

Emery Smith - CLASSIFIED - 2014

E-Mail: Emerysmith@me.com Phone: 239-588-0007

Objective

Scientist, Inventor, and Humanitarian looking to join forces with like minds to cure the planet of planeticide.

Experience

Self taught

1978-1988

Emery Smith was raised on a self-sustainable farm. He learned farm hand experience such as growing food, livestock managing, and gasoline and diesel mechanics. He toyed with solar panels and electric engines his father designed or collected. He obtained his single engine pilots license at age 13. He was awarded Lee Counties Sharpest Shooter by age 14 by Lee the Lee Count Sheriffs Department. He carried on the title into the military. He joined the Auxiliary Air Force at age 12 and became an EMT by age 16. He commanded a local Civil Air Patrol Flight on vast array of life saving SAR missions. He graduated High School two years early and was offered an Army Scholarship to fly Helicopters, which he turned down to go into the USAF in search of a Medical Position.

Air Force

1988-1998

Shortly after graduating High School, Emery joined the Air Force and was shipped out to basic training. Emery already completed 4 years of Army ROTC before joining the military and 6 years of the Auxiliary of the Air Force. Emery was certified in Surgical Apprenticeship, EMT-P Accreditation, HAZMAT, Terrorist Negotiation Coordinator, Flight Medic Specialist, Surgical Technology, Surgical First Assistant Accreditation, ATH deployment, Expert Marksman, Chemical Warfare Specialist, Biotech Warfare Specialist, DECON response unit. He served in the 23rd Tactical Fighter Wing during Operation Desert Shield and Operation Desert Storm and later transferred under special order to 542nd Medical Group Kirtland AFB where he served his duration of active duty under various titles in various compartments. He acquired 372 college credit hours that he did not apply to a doctorate and was honorably discharged with two achievement medals and was awarded a GP-0602-14/14 Civilian Grade Position. 5 years Active, 3 Years Reserve, 2 Years In-Active Reserve. Face Rank E-5, compartmentalize Rank G-14S, Class Blue Clearance, UMBRO Clearance, PD1 Clearance, MAJEK Clearance

Sandia National Labs

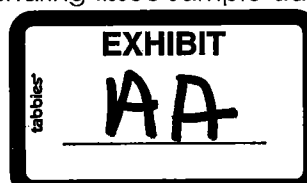
1992-1998

Physics Light Specialist- Developed the first Neutrino Light Detection system for Satellite Recognition and assimilation. Smith was responsible in developing the first enhanced proton light harvesting cells for satellites, Space Craft, and bases.

Los Alamos Labs

1992-1995

Genetic Research Department, Hematology Department, Tissue Engineering and testing Facility. Developed the first Hyper-Clot Advanced hemostatic Agent for field use. Smith was part of a compartmentalized lab dealing with the classification and labeling and testing of Cellular tissues from classified origins and some unclassified origins. He developed the first military industrial laboratory tissue database complex, this database was for a joint civilian /military venture sharing tissue sample data from tissues collected from



classified areas. He has developed over 33 different classified patents while in service from BioTechnology to enhancing Materials.

NASA-SAMI

1998-2005

Payload Specialist, Director of Tissue Engineering Department, Regenerative HBOT Specialist. Emery was contracted by the Space Coast Aeromedical Institute SAMI (NASA) to help develop rapid tissue regeneration platform for long distance journeys for Astronauts in Space, this led him to become a payload Specialist for the Space Shuttle and ISS. During this time he invented many life saving wound care protocols for space travel and space habitats. Smith was responsible for cracking the code for cellular degradation in zero gravity. This led him to the development of the first tabletop stem cell and Growth Factor Concentrator, which was originally developed for the close confinements of space, and later was black boxed and shelved never to be seen again. Smith saw it upon himself to break away from the military industrial complex and start his own lab and development team in the civilian sector. This has allowed him to develop technology to save Veterans and Civilians suffering from disabling injuries and diseases. USN happened to be one of his first customers...Since then Smith has cured Peripheral Artery Disease, MS, Spinal Cord Injuries, Parkinson's Diseases, Alzheimer's Diseases, Macular Degeneration ED, and a list of others. Smith's Devices are published in Major Medical Journals such as Journal of Vascular Surgery, Journal of Endo Vascular Surgery, Journal of Sports Medicine, Journal of Bone and Joint Medicine. In an effort to broaden the playfield he initiated the Florida International Platelet Gel and Stem Cell Symposium, the first CME accredited Platelet Rich Plasma and Stem Cell course ever produced. Smith was the course coordinator and Director and one of only ones teaching this new and upcoming technology that he himself invented.

CSETI- Centers for the Search for Extraterrestrial Intelligence 2007-2012

Vice President – Board of Directors – Operations Coordinator – Director of Security -

Commanded CE-5 Expeditions, over 125 missions worldwide Zero Kill casualties. Directed Security, Communications, Record keeping, Airfield Prep, EMP, FREQ, CBC, RAD, SONIC, TD, CAT, UV, INFRA, THERM, EVAC, EMER.

Smith reported and wrote Official POTUS and CIA Briefings including not limiting to other major G-7 Country leaders and Intelligence organizations on findings with CE-5 missions findings and experiences.

Ambassador to the Universal Federation- conduct classified meetings with other conscious races.
Technology Exchange Programs

Current/Classified

2014-Present

Contracted to teach a select group of children, with special gifts how to direct their emotion and creativity and love for the goodness of earth and the healing of humanity. Smith instructs them on Positive Manifestation, Remote Viewing, Mind Reading, Facial Recognition, Telepathy, Mind Control, Fear Control, Telekinesis, Meditation, Time Travel, Physics, Zero Point Energy, FAZER Technology, CE-5 protocols and mission duties, Tele-transportation, Biotechnology and Sustainable Living with minimal impact to Earth.

Skills

Bio-Engineering, 3D tissue rendering (Printing), Hematology, Surgical Technology, Cosmeceuticals, Neutraceuticals, Veterinarian Regenerative medicine, Human Regenerative Medicine, Emergency Medicine, Director and Producer of Several documentaries.

Publications, Patents, and Organizational Affiliations

Invented Genesis Cell Concentrator(Self)

Invented Secuire Cell Separator (Self)

Product Development Free Breather(Joint)

Product Development A2m APIC Concentrator(Joint)

Invented handheld hemoconcentrator(Self)

Invented Canine Healix wound gel

Product Development of the Skully A2 Helmets (Self)

Invented first Endoscopic Laser Stem Cell Heart infiltrator (CardioGenesis Corp)(Self)

Invented High Alkaline Atmospheric Water Generator (Self Sustainable) no Electricity (DOD)(Govt of India)

Product Development for the first color night vision platform (DOD)(Private)

Published Journal of Vascular Surgery (EMCYTE)(Genesis System)

Published Journal of Endo-Vascular Surgery (EMCYTE)(Genesis System)

Published Journal of Sports Medicine (EMCYTE and ExacTech)(Genesis System)

Centers for the Search for Extraterrestrial Intelligence

Published American Academy of Orthopedic Surgery

Developed Advanced Cellular Osseointegration/PRP Protocol, which allows metal from implants to mend with human tissue.

Invented the PurePRP System and Protocol, allows a clear blood product to be made without neutrophils or red blood cells reducing pain and inflammation while accelerating the bodies own healing capabilities by more than twice it biological rate.

Active Member of the following medical associations AMECRA-JBJS-AAPS-A4M-SOSO-AAEP- and 50 others

Founder and owner - of EmCyte Corporation, Life Form Healing Research, Human Cure Foundation, Animal Cures Foundation, BioHealix Research LLC, Canine Regenerative Therapies, ElectroHealix Research LLC, AquaHealix Research LLC., Gian Medical.

Sirius the Documentary - Co-Produced and Co-Directed and featured in "Sirius the Documentary"-which turned out to be largest crowd funded documentary in the world raising over \$750,000 in three months, and double that in six months. Smith's strategic marketing campaign targeted a home run in sales and fundraising.

Emery Smith currently is developing new devices and protocols to help facilitate a more ethical surgical diagnosis; this will stop the unnecessary medical treatments being used only as a cash flow and not actual medical necessity. To date Orthopedic surgeon's in the past 6 years who have adopted his stem cell devices and protocols into their practices have eliminated more than 50% of their total knee and total hip replacements saving a annual lost of \$2.5 billion dollars in medical cost. Smith has been able to stay under the Radar for 42 years and now is ready to take the world by storm and with the help of his team, sector by sector educate the world on therapies and devices that will cure and have a monumental impact on our planet and the universe.

Emery Smith has been featured on the Discovery Channel, National Geographic Channel, The Discovery Health Channel, Ripley's Believe it or not Show, ABC news, CBS News, NBC News, Radio Shows, World PUJA Network, and many others, in connection with his life altering therapies, documentaries, and life experiences. He also is involved with many foundations and has a couple of Documentaries in production. Emery also films underwater photography for National Geographic and Discovery Channel as a hobby.

Emerys most recent briefing on the water crisis in India was recently accepted into the government and DOE of India. "Project Wishing Well" It is a way to end the contaminated well water crisis by replacing all the wells in India with a Self Sustaining Atmospheric Water Generator, which runs on a day/night lunar panel, continually making water 24hrs a day. He has also been asked to help with their energy issues.

Emerys hobbies are star gazing, underwater photography, astro-photography, weapons handling, teaching, outdoor adventures, four wheeling, relaxing with his family, friends and animals, experimenting in the lab, motorcycling, mountain biking, skiing, snowboarding, scuba diving, kite surfing, farming.