FERTILITY & SURGICAL ASSOCIATES OF CALIFORNIA

RECIPIENT COUPLE/INDIVIDUAL

DESCRIPTION AND CLINICAL INFORMED CONSENT FOR IN VITRO FERTILIZATION USING AN OVA (EGG) DONOR AND SURROGATE

Patient Name: Ralph Birnbaum I.D. #: 313675746

Partner Name: Ayelet Shalev I.D. #: 28699239

EXPLANATION OF TECHNIQUE AND RESPONSIBILITIES OF PARTICIPANTS

INTRODUCTION

In Vitro Fertilization (IVF) and Embryo Transfer (ET) using an egg donor and a surrogate gives a couple/individual who may be unable to otherwise achieve a pregnancy an opportunity to attempt to overcome their infertility issues. The technique as currently practiced at Fertility & Surgical Medical Associates of California (FSAC) involves combining, in the laboratory, eggs collected from the donor's ovaries with sperm collected from the recipient's spouse/partner, known donor or anonymous donor and transferring resultant embryos into the uterus of the surrogate. Additional embryos will be cryopreserved if requested.

In addition to explaining the IVF/ET egg donor/surrogate technique, this document describes the major common significant and foreseeable risks of the technique and the responsibilities of the individuals who participate in our IVF egg donor/surrogate program.

DESCRIPTION, RISKS AND RESPONSIBILITIES

The IVF /ET process occurs in stages. All of the procedures involved can be accomplished through outpatient visits. Prior to acceptance in to the donor program the egg donor will undergo lab. testing for infectious diseases, a urine drug screen, physical examination and a psychological examination. Prior to treatment the surrogate will also be screened for infectious diseases including, but not limited to HIV I/II, HTLV I/II, Syphilis, Hepatitis B Surface Antigen and Hepatitis C Antibody. The egg donor will undergo stimulation of her ovaries to produce multiple eggs. The surrogate will have hormone replacement therapy in conjunction with the egg donor cycle to prepare the uterus for the embryo transfer. Blood testing and ultrasounds will be performed. In general, the stages are:

1. Induce and monitor development of eggs in the ovaries:

To control egg maturation and to increase the chance of collecting more than one egg, fertility drugs are selected. The drugs and doses may vary between egg donors depending on medical and related factors. These drugs have been used for years in the treatment of other types of infertility. Most medical side effects which may result from administration of the fertility drugs are minor, such as

nausea, hot flashes, headaches or visual halos. The use of these drugs, however, may rarely result in complications including ovarian cyst formation and swelling, pain, fluid collection in the abdomen and lungs, abdominal bleeding, shock, or blood clots. An allergic reaction to any of the drugs is, of course, always possible.

Ultrasound examinations will be used along with blood hormone tests to determine the correct time for egg retrieval and embryo transfer. While ultrasound is painless and generally considered safe, it cannot be excluded that repeated ultrasound examinations might possibly cause harm to eggs or to the offspring who may subsequently be conceived from these eggs.

The symptoms associated with blood drawing and injection of medications, are mild discomfort, possible bruising, bleeding, infection, or scarring at the needle sites.

The need for some ultrasound examinations and hormone tests on a daily basis requires the presence of the egg donor and surrogate in the office of FSAC for several days prior to egg retrieval and embryo transfer.

2. Collect the eggs:

In the method known as ultrasound-guided oocyte retrieval, the donor is sedated and a special needle is introduced through the vagina and guided under ultrasound into the follicles. At FSAC trans-vaginal ultrasound-guided egg retrieval is performed on an outpatient basis. This avoids the need for hospitalization and/or general anesthesia. Retrieval does involve the rare risk of infection, bleeding, and possible damage to the intestines or other internal organs from the needle. Some patients may also experience some discomfort during the retrieval process. Usually, patients leave FSAC within one (1) hour following the procedure.

3. Obtain a semen sample:

The partner/donor provides a semen specimen, collected by masturbation, on the day of the donor's egg retrieval. For patient's using anonymous donor semen, the sample will be thawed after the retrieval is completed. The sample will be processed in our laboratory to prepare the sperm for insemination. One or more evaluations of semen quality will generally be needed prior to the day of egg retrieval especially for couples/individuals undergoing IVF with male factor infertility. These sperm analyses should be completed well in advance of the day of egg retrieval.

4. Place eggs and sperm together in the laboratory:

The eggs and sperm will be placed together and kept in incubators in our laboratory to allow fertilization to occur. ICSI, intracytoplasmic sperm injection, is used if semen quality is abnormal and/or unexplained infertility is a factor. An ICSI consent form must be signed. If fertilization occurs, appropriate laboratory conditions will be used to permit cell division. The fertilized eggs are now correctly described as embryos.

5. Transfer embryos into the surrogate's uterus:

Embryos are transferred into the surrogate's uterus using a small tube (catheter) inserted through the cervix. The number of embryos to be transferred and/or cryopreserved will be determined by the biological/recipient parent(s) after discussion with a physician and embryologist on the day of transfer. Transferring multiple embryos could result in the growth of more than one fetus. Although embryo transfer into the uterus may involve slight discomfort, an anesthetic is not required. This procedure involves a small risk of infection and/or bleeding. A few hours of bed rest generally follows the embryo transfer. Intramuscular injections or suppositories of the hormone progesterone will be given after the embryo transfer to aid in implantation of the embryo(s) in the uterus. Discomfort or bleeding at the site of injection may occur.

Dates for blood tests will be scheduled after embryo transfer to determine hormone levels and to determine if a pregnancy has occurred and is proceeding normally.

Neither becoming pregnant nor the successful outcome of any pregnancy can be assured as a result of IVF/ ET procedures. There are various reasons why pregnancy may not occur following IVF and embryo transfer. There are many complex and sometimes unknown factors which limit pregnancy rates following in vitro fertilization. Known factors which may prevent the establishment of pregnancy include, but are not limited to, the following:

1. Follicles containing ripe eggs may not develop during the monitored cycle. This may prevent successful egg retrieval.

2. Pelvic scarring and/or technical problems may prevent recovery of one or more eggs from the ovaries.

3. There may be failure to recover eggs because ovulation has occurred before the time of retrieval.

4. Eggs may not be recovered on attempted aspiration of the follicles.

5. Unforeseen conditions may make FSAC facilities or other medical or laboratory support unavailable at the appropriate time for egg retrieval.

6. The eggs may not be normal.

7. A semen specimen may not be able to be provided.

8. Appropriate laboratory processing of the semen specimen sample may be difficult or impossible.

9. Fertilization of the eggs to form embryos may not occur.

10. Cell division of the embryos may not occur.

11. The embryos may not develop appropriately.

12. Embryo transfer into the uterus may be technically difficult or impossible.

13. If a transfer is performed, implantation(s) may not occur.

14. If implantation occurs, the embryo(s) may not grow or develop normally.

15. Equipment failure, contamination, and/or human error or other unforeseen factors may result in loss or damage to the eggs, the semen sample, and embryos.

Most infants who have been born following in-vitro fertilization have appeared normal at birth. Congenital abnormalities, birth defects, genetic abnormalities, mental retardation, and/or other possible deviations from normal may occur in children born following in-vitro fertilization just as they may occur in children resulting from natural conception. At present, there is substantial information to provide an estimate of the risks of these occurrences in association with in-vitro fertilization. There is no clear evidence that the risks are greater than in natural conception, but this cannot be guaranteed. To assist in evaluating the chromosomes and selected other characteristics of a fetus which develops following embryo transfer, amniocentesis and chorionic villus sampling (CVS) are available at other medical facilities. These are methods for discerning some genetic abnormalities of a fetus during pregnancy. If amniocentesis or CVS is selected and an abnormality is found, various alternative courses of action, including elective voluntary termination of the pregnancy, will be outlined and discussed. Genetic testing is optional, at an extra cost, and is not a part of the IVF procedure. The informed consent for IVF does not apply to any genetic testing during pregnancy.

A pregnancy following embryo transfer may end in a miscarriage, ectopic (tubal) pregnancy, or a stillbirth. Multiple pregnancies, twins, triplets, etc., may also occur as can any other complication of pregnancy. It is possible that the risk of some of these complications is greater following In Vitro Fertilization than natural conception.

The process of In Vitro Fertilization can be psychologically stressful. Significant anxiety and disappointment may occur. A substantial commitment of time by all participating individuals is needed.

ACKNOWLEDGEMENT OF INFORMED CONSENT/AUTHORIZATION

I/we are voluntarily participating in Fertility & Surgical Medical Associates of California (FSAC)'s IVF program in hopes of having a child through the IVF egg donor/surrogate technique. I/we acknowledge that I/we have read and fully understand this written material and that all of my/our questions concerning the program have been fully answered to my/our satisfaction.

LEGAL RISKS

I/we, understand that existing laws in the state of California do not fully address legal issues which may be raised by the performance of an egg donor/surrogate cycle, including but not limited to the legality and enforceability of any contract between the donor/surrogate and the biological/recipient

parent(s) with respect to the custody and parentage of any child which may be born as the result of such a procedure. I/we further acknowledge that I/we have been specifically advised to obtain independent legal counsel to review and advise me/us concerning my/our rights and obligations under this Informed Consent, and each and every other contract or agreement I/we may have with the egg donor/surrogate.

By participating in this Program I/we accept the responsibilities, conditions and risks involved as set out in this document and as explained to me/us by members of the IVF team. In addition, I/we consent to the techniques and procedures required to attempt to accomplish In Vitro Fertilization resulting in embryo transfer using an egg donor/surrogate as they have been described in this document and as they have been explained to me/us by FSAC staff. I/we consent to the transfer of embryo(s) formed into the surrogate's uterus.

I/we wish to use the IVF egg donor/surrogate technique as my/our method of choice to conceive a child. I/we make this choice with the knowledge that the practice of medicine and surgery is not an exact science and admit that no one has given promises or guarantees about the treatment or care to be received or the results.

I/we acknowledge that my/our acceptance into the program and my/our continuing participation is at the sole discretion of Fertility & Surgical Medical Associates of California. I/we understand that I/we can withdraw from the program at any time without affecting the availability of future medical care at FSAC. I/we represent that I/we are financially able to participate in the program and acknowledge that I/we have been made aware of the financial responsibility of the care in the program for which I/we agree to be responsible. I/we also understand that I/we are financially responsible for any other medical costs incurred by me/us at FSAC or outside facilities.

of the embryos

It is possible that my/our participation in this program may aid in the development of techniques that may help other infertile couples and/or that new and useful information in medical science may be obtained. Therefore, I/we consent to the taking and publication of photographs and/or audiovisual taping of laboratory procedures involving my/our participation in the program for the purpose of advancing medical education and research provided my/our identity is not disclosed. I/we agree that only with my/our written prior consent, my/our identities may be disclosed.

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I/we understand that information obtained about me/us during participation in this program will be treated as confidential and that my/our identity will not intentionally be revealed without my/our prior consent. I/we realize, however, that specific medical details may be included in medical or other publications without my/our consent as long as reasonable efforts are made to conceal my/our identity.

I/we understand and assume all risks of my/our participation, and understand that FSAC has no policy for my/our compensation if complications occur. I/we agree that any possible dispute or claim involving me/us and FSAC shall be settled solely by arbitration by the American Arbitration Association, using its health care claim settlement arbitration rules. The locale will be Los Angeles, California, and the arbitrators' judgment may be entered in any appropriate court and shall be binding and enforceable.

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I/we consent to the disposal of eggs or embryos that, in the best judgment of FSAC staff, are not viable to be used for transfer or cryopreservation. In addition, I/we consent to the disposal of other cells, body tissues or fluids that may have been obtained during the IVF egg donor/surrogate process.

This Informed Consent/ Authorization is dated this 14 day of August

Patient Signature — Date: 14 Aug 13

Spouse/Partner Signature — Date: 14 Aug 13

Witness Signature — Date

Physician Signature — Date

FERTILITY AND SURGICAL ASSOCIATES OF CALIFORNIA

INFORMED CONSENT FOR THE MICROMANIPULATION OF OOCYTES

Patient Name: Ralph Birnbaum I.D. #: 313675746

Spouse/Partner Name: Ayelet Stalev I.D. #: 028609235

PROCEDURE

1. Direct Sperm Injection

In the process of In Vitro Fertilization (IVF), oocytes, (eggs) are obtained by needle aspiration of the ovaries. Semen is obtained and prepared with a series of media and the most active fraction is made available for micromanipulation. Using the technique known as Intracytoplasmic Sperm Injection, ICSI, a single sperm is isolated and injected directly into the cytoplasm of the egg. Only mature eggs are selected for this process. The less mature eggs will be set up for fertilization using the normal IVF process. Occasionally the eggs may be damaged during the ICSI process which will prevent fertilization or an embryo from developing.

2. Assisted Hatching

If fertilization occurs, the probability of implantation may be increased by the procedure known as Assisted Hatching. This involves partial removal of the zona pellucida (shell) of the embryo.

3. Embryo Biopsy

If I/we decide to proceed with PGD evaluation of my/our embryos it is understood that embryo biopsy will be performed by removing a cell from each embryo.

PURPOSE OF THESE PROCEDURES

The purpose of ICSI is to assist in the fertilization process. Once normal fertilization has occurred, the potential for pregnancy and the delivery of a live infant is anticipated. Preliminary studies with this technique show some chance of fertilization in at least one oocyte during any one IVF cycle. Fertilization may occur with ICSI when prior IVF cycles have not resulted in fertilization.

Assisted Hatching facilitates embryo exit from the zona pellucida which may be thicker or harder in patients who have increased FSH levels or who have previously experienced implantation failure.

Embryo Biopsy is only performed if PGD testing has been requested. If an embryo has been biopsied then Assisted Hatching would not be necessary.

RISKS OF MICROMANIPULATION PROCEDURES

Even with the utilization of the ICSI procedure, fertilization may not occur. Other risks include but may not be limited to, damage to the eggs, damage to the embryos, poor embryo appearance, failure to conceive and any other risks of pregnancy including premature delivery, miscarriage and tubal pregnancy.

With ICSI, it is possible that the natural selection of a healthy sperm may be circumvented. It is therefore possible that the incidence of an abnormal fetus may increase. Present results show no apparent increase in the risk of birth defects but this should still be regarded as a potential risk. Amniocentesis or other forms of chromosome tests during pregnancy may detect most, but not all unexpected abnormalities. Since the exact incidence of abnormalities in infants and older children conceived from ICSI procedures is presently unknown, participants in the ICSI process should strongly consider prenatal diagnostic procedures such as amniocentesis, chorionic villus sampling (CVS) and ultrasound screening. It is now known that male patients with the congenital absence of the vas deferens may be carriers of Cystic Fibrosis (CF) and that men with persistently low sperm counts may have abnormalities on the Y chromosome. These abnormalities may be transmitted to male offspring during an ICSI procedure which has made fertilization possible for otherwise infertile male patients. Male offspring resulting from such ICSI pregnancies are more likely to have low sperm counts and/or be sterile. If either of the above conditions is the indication for performing an ICSI procedure with testicular, epididymal or ejaculated sperm, genetic testing and counseling are advised prior to attempting IVF.

ALTERNATIVES

Alternatives include repeated IVF, the use of donated sperm, or the use of donated eggs or embryos.

FINACIAL RESPONSIBLITY

The cost of these procedures including those involved in routine Assisted Reproductive Technology (ART), have been explained.

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INFORMED CONSENT

My/our Informed Consent is hereby given for the embryologist(s) at Fertility and Surgical Associates of CA Inc. to perform the laboratory techniques necessary for routine ART procedures including the micromanipulation of eggs or embryos in order to facilitate the chance of fertilization or implantation. I/we understand that the information derived from the use of these techniques will be studied in relation to fertilization rates, implantation rates, pregnancy rates and the health of the resulting infant(s). I/we fully understand the above information and are prepared to accept the known and unknown risks involved with the micromanipulation procedures.

RSB _____ I/we consent to the ICSI procedure
Initials

_____ ~~I/we decline the ICSI procedure~~
Initials

RSB _____ I/we consent to the Assisted Hatching Procedure
Initials

_____ ~~I/we decline the Assisted Hatching Procedure~~
Initials

_____ 14 Aug 13
Patient's Signature Date

_____ 14 Aug 13
Spouse/Partner's Signature Date

_____ _____
Witness Date

_____ _____
Physician Date

FERTILITY AND SURGICAL ASSOCIATES OF CA, INC.

INFORMED CONSENT

CRYOPRESERVATION OF HUMAN EMBRYOS

Patient Name: Ralph Birnbaum I.D. #: 313675746

Spouse/Partner Name: Ayelet Shalev I.D. #: 088699233

Before agreeing to participate in this program, it is important that the following Informed Consent be read and understood. It describes the purpose, procedures, benefits, risks, and precautions of the procedure. It also describes the alternative procedures available and the right to withdraw from the procedure at any time. It is understood that no guarantee or assurance can be made as to the results of embryo cryopreservation. If it is decided to voluntarily participate, I/we can withdraw consent and discontinue participation at any time.

PURPOSE

The purpose of embryo freezing is to give individuals participating in Assisted Reproductive Technologies (ART) the best chance to achieve a pregnancy with maximum safety. In performing an In-Vitro Fertilization (IVF) cycle, there are usually multiple oocytes which can be fertilized, resulting in several embryos being available for transfer. It has been found that transferring more than three(3) to five(5) embryos carries a significant risk of a multiple pregnancy while it does not increase the singleton pregnancy rate proportionately. In such cases, freezing the extra embryos gives a margin of safety regarding a multiple pregnancy and extends the patient's chance for future pregnancy without undergoing additional ovarian stimulation or egg retrieval. There are other advantages to embryo cryopreservation which include: storage of embryos during acute illness immediately following oocyte retrieval or other unforeseen circumstances, e.g. inadequate development of uterine lining, and any conditions that would either prevent or make a fresh embryo transfer less than optimal.

PROCEDURE

Embryos that have been selected for cryopreservation will be frozen at the single, one cell pronuclear stage, Day 1, two to eight cell cleavage stage, Day 2 or 3, or blastocyst stage, Day 5 or 6 of development, whichever is determined by the ART team to be the most advantageous for the patient. Embryos for cryopreservation will be diluted in cryopreservation medium, placed into a straw container which is sealed and then frozen using a standardized method and a programmable freezing unit. Each sterile, plastic straw containing the embryo(s) will be accurately labeled to identify the patient name, date and the number and type of embryo(s) in each straw. At the end of the cryopreservation procedure the embryo(s) will be stored in liquid nitrogen at –196°C. The straws containing only my/our embryo(s) will be placed onto a cane identified by name, date and color coding and placed into a designated liquid nitrogen tank cannister for long term storage. All information pertaining to my/our embryo(s) and the location in storage will be recorded, in triplicate, and inventoried. As with any technique that requires mechanical support systems, equipment failure can occur. However, backup power to the freezer systems is available to decrease

the likelihood of any malfunction, but unforeseen situations could occur which are out of the control of the IVF physicians or lab personnel.

The embryo(s) will be stored in the frozen condition until such time as the physician responsible for my/our care determines appropriate conditions exist in my body, for transfer of the embryo(s) to my uterus.

Some or all of my/our frozen embryos will be thawed using a standard protocol. Each embryo will be examined to determine whether it has survived the freeze/thaw process by assessing cell viability degeneration (lysis, death). Surviving embryos will be considered medically appropriate to transfer to the uterus and, if so, the transfer will occur.

BENEFITS and RISKS

Embryo cryopreservation is an effectively proven procedure both in animals, >25 years experience and humans, >15 years experience. Current evidence with animal and human embryos has demonstrated that the nuclear apparatus in early embryos is reasonably resistant to the insults of freezing, storage and thawing. The embryos will survive or die, but there does not appear to be an increased incidence of genetic abnormalities in the offspring. Although some reduction in survivability may occur over time, the long term survival of embryos in liquid nitrogen may be indefinite.

The primary benefits for using this procedure are:

1. Decreased risk of multiple pregnancies associated with In-Vitro Fertilization by limiting the number of embryos transferred during the initial ART cycle.

2. Increased chance of pregnancy from a single ART cycle in conjunction with a decreased risk of surgery and a reduced expense which would be associated with a repeated stimulation cycle.

3. To enable frozen/thawed embryos to be transferred during hormone replacement cycles or natural cycles optimizing embryo implantation.

The risks associated with human embryo freezing, thawing and transfer are unknown, but appear to be minimal. Some cryoprotective agents have been shown to be potentially mutagenic. However, the standard methods used for human embryo cryopreservation have not resulted in any increased incidence of spontaneous abortion or fetal malformation. In turn, embryos surviving cryopreservation appear to maintain their normal developmental competence. The general risk(s) to consider include:

1. With the transfer of frozen embryo(s) the risk of tubal or ectopic pregnancy exists, as it does with fresh embryo transfer.

2. The frozen embryo(s) may, upon thawing, be found to degenerate. In such cases the embryo(s) will not be placed into the patient's uterus, since pregnancy almost certainly will not occur.

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3. The major risk from the use of frozen/thawed embryo(s) is the failure of implantation. Unforeseen risks may be present for the patient's embryo(s) or offspring. While it is difficult to anticipate any such unforeseen risks, I/we acknowledge that I/we have been notified of this possibility.

4. It is not possible to guarantee that cryopreserved embryo(s) will not be destroyed by the freezing process, survive long-term storage, or develop normally after thawing.

ETHICAL CONSIDERATIONS

Based on currently accepted principles regarding legal ownership of human sperm, eggs and embryos, I/we understand that each embryo resulting from the fertilization of my/our eggs, or consented donor eggs, by my partner's sperm, or consented donor sperm, shall be considered joint property, as the patient and partner, who are deemed to be the legal owners.

As the owner(s) of said embryo(s), the consent of all parties is required concerning the use or disposition of any and all such embryo(s), except in circumstances where I/we, in accordance with applicable laws, and the limitations set forth in this Informed Consent agree to alternative arrangements for utilization or disposition of the embryo(s), or where such use or disposition is controlled by applicable law or final decisions of a court or other governmental authority having jurisdiction over such decisions. Certain uses or dispositions may also require approval by Fertility & Surgical Associates of California. I /we will keep the latter group advised of my/our current address and telephone number.

In executing this Informed Consent, it is specifically agreed and understood that the medical team at Fertility & Surgical Associates shall not be expected or obligated to participate in any use or disposition of such embryo(s) which is contrary to established clinical policies or is in conflict with the applicable law or with ethical standards established in the fields of In-Vitro Fertilization, cryopreservation of human embryos, and the use and disposition of frozen embryos by the American Society for Reproductive Medicine (ASRM). The clinic has prepared a proposed statement regarding disposition of the embryos, in a number of possible circumstances entitled "Legal Statement". A copy of that statement is attached to this consent form. If I/we have questions regarding any of the provisions of the Legal Statement, it is recommended that I/we consult an attorney before executing the statement.

Regardless of whether I/we choose to execute the Legal Statement, I/we are urged to specifically provide for disposition of any embryos that are not utilized for purposes of attempting to initiate a pregnancy, in the event of any subsequent change in my/our health or marital status. It has been recommended that I/we maintain a copy of the Legal Statement, together with a copy of this form and that if I/we have personal legal counsel, a copy will be given to my legal representative.

I/we understand that any information obtained during these procedures that can be identified with me/us will remain confidential and will be described to individuals not connected with this project only with my/our written permission. I/we also understand that photographs or videotapes may be taken of the embryos during the cryopreservation procedure as a permanent record and for possible use at medical meetings or with the lay public for educational purposes during which my/our identity and confidentiality will be maintained.

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PROCDURES INVOLVED

The general procedures for ART cycles have been explained, including operative risks. Eggs will be retrieved and inseminated per protocol for the particular IVF/ICSI procedure being performed. After fertilization has occurred in the laboratory, attempts will be made to freeze some embryos on Day 1, the single cell stage, leaving five (5) or more embryos in culture to select for transfer. I/we will decide on the number of fresh embryos to transfer after consultation with our reproductive endocrinologist and the staff of the IVF Laboratory. I/we consent to freezing normal fertilized one cell zygotes and residual good quality embryos remaining after the transfer, if possible. It is understood that any of my/our sperm, ova, or embryos which the ART team at FSAC determines nonviable or otherwise not medically suitable for continued use in any ART procedure, may be disposed of in accordance with center policies.

It is understood that the frozen embryo(s) can be used in a later cycle. I/we understand that if I/we should change our decision for any reason, I/we have three options:

1. Embryo Donation: Embryo(s) may be used for embryo donation, to another couple/individual, requiring my/our consent on a separate document and legal contracts obtained between both parties.

2. Dispose of Embryos: Embryos will be disposed of using standard medical practice.

3. Scientific Study: The embryo(s) may be donated to a facility where researchers will use the donated materials to try to improve understanding of human development and improve current treatment options. If donors agree, embryos may also be used to derive stem cells. This may ultimately lead to the development of treatments to help those with life-threatening or chronic illnesses. RSB

STORAGE

It is expected that the period of embryo storage will be no more than five (5) years, after which time long term storage may be negotiated or options for donation or disposal of the embryos will be discussed. I/we understand that with any technique necessitating mechanical support systems, equipment failure can occur. Neither the ART team, FSAC, directors, employees, or consultants will be liable for any destruction, damage, misuse or improper testing, freezing, maintenance, storage, withdrawal, thawing, and/or delivery caused by or resulting from any prolonged utility failure, any strike, cessation of services, or other labor disturbances, any War, acts of a public enemy, or other disturbance, any fire, wind, earthquake, water, or other acts of nature, or the failure of any other laboratory.

FINANCIAL RESPOSIBILITY

Diagnostic procedures, including infectious disease testing, prior to the anticipated transfer of frozen embryo(s) will involve additional expense for which I/we are responsible, whether transfer is performed or not. There is an initial charge for embryo cryopreservation, which includes storage for twelve (12) months. After the one(1) year period, I/we will be billed annually for all remaining embryos. If I/we choose to continue storage, I/we agree to pay the annual storage fee. I/we will be

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responsible for keeping the office informed a current address and contact information.

If I/we do not wish to continue to pay for long term storage, I/we understand that I/we must notify, in writing, the IVF Lab of the decision. Signatures of all individuals concerned are required and must be notarized.

I/we understand that I/we will be responsible for any direct medical expenses incurred for this therapy including center outpatient charges, physician fees for both embryo transfer and any complications resulting from this treatment. I/we understand that Fertility and Surgical Associates of CA Inc. provides no insurance coverage, compensation plan, or free medical care plan to compensate me/us if my/our embryos are harmed in any way by this cryopreservation procedure.

ALTERNATIVE PROCEDURES

I/we understand that I/we may decide against embryo cryopreservation following an ART procedure. I/we also understand that placement of more than three(3) to five(5) embryos at a time may be hazardous for the recipient or the fetuses as previously disclosed. For the current ART cycle, my/our options would be to limit the number of eggs retrieved or inseminated, allow extra embryos to undergo cell culture and degeneration, in order to limit the number of embryos transferred, or to transfer all of the available embryos, understanding the risks of multiple pregnancies. If cryopreservation of extra embryos is not selected and pregnancy does not result from the fresh embryo transfer, the only alternative for a future embryo transfer is repetition of the ART procedure, including ovarian stimulation and oocyte retrieval.

TESTING REQUIREMENTS

As discussed in the informed consent for IVF, the required laboratory testing for HIV, HTLV-I/II, Hepatitis B and C and syphilis must be completed prior to egg retrieval. Embryos will not be frozen unless these requirements have been met. If at a future date I/we decide to make my/our embryos available for donation to another couple/individual, additional testing may be required. Testing requirements are mandated by the state of California and the Food and Drug Administration and are subject to change.

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CONSENT TO CRYOPRESERVATION OF EMBRYOS

Signature(s) on the Informed Consent for cryopreservation of embryos indicates that I/we have read and understand the information provided. I/we may request a copy of the statements regarding disposition of cryopreserved embryos, transport of frozen cryopreserved embryos and I/we have been verbally informed about the procedures and I/we have had a chance to ask questions.

RSB _____ I/we have decided to participate and consent to cryopreservation of my/our embryos.

_____ ~~I/we decline cryopreservation of my/our embryos.~~

_____ 14 Aug 13
Patient's Signature Date

_____ 14 Aug 13
Spouse/Partner's Signature Date

_____ _____
Witness Signature Date

The undersigned physician hereby certifies that he/she has discussed the cryopreservation procedure with the individual(s) signing above and has explained all of the information contained in the Informed Consent. The physician further certifies that the individual(s) has been encouraged to ask questions and all questions were answered.

_____ _____
Physician's Signature Date

LEGAL STATEMENT

DISPOSITION OF FROZEN EMBRYOS AND WITHDRAWAL FROM TREATMENT

At the present time, the legal status of frozen human embryos has not been clearly established. The individuals whose gametes become embryos are considered to be the legal owners and controllers of their embryos by the consent forms executed in this ART program. As owners of any and all such embryos, the consent of all participants will be required concerning the use or disposition of any and all such embryos except in circumstances where both partners in accordance with applicable laws and the limitations set forth in the Informed Consent, agree to alternative arrangements for utilization or disposition of the embryos, or when such use or disposition is controlled by applicable law or the final decision of a court or other governmental authority having jurisdiction over such decision. Certain uses or dispositions may also require approval by the ART team or by the Ethics Committee of Fertility and Surgical Associates of CA, Inc.

The law which controls this Informed Consent is developing rapidly. It is the intent of the ART team and FSAC that no party would be convicted of an illegal act by the terms of this Informed Consent. Therefore, should any portion of this Informed Consent be found to be unenforceable or void, it shall not affect the remainder which shall remain effective. In executing this Informed Consent, it is specifically agreed and understood that neither FSAC nor the ART team shall be expected or obliged to participate in any use or disposition of such embryos which is contrary to established center policies or which is in conflict with applicable law or with ethical standards established in the field of in vitro fertilization, cryopreservation of human embryos, and the use and disposition of frozen embryos by the American Society of Reproductive Medicine.

The Board of Directors of Fertility and Surgical Associates of CA Inc. retains the right to terminate the center's participation in the cryopreservation project for any reason the Board may determine to be appropriate. In any circumstance where the project is terminated and embryos which have been cryopreserved remain in storage, you will be contacted and all reasonable effort will be made at such time to arrange for disposition of such embryos in accordance with your desires and relevant legal and ethical standards.

The ART team nor Fertility and Surgical Associates of CA Inc. are obligated to proceed with an attempted implantation of any embryos subject to cryopreservation in the event that their experience indicates that the thawed embryos are degenerating or otherwise deemed not viable or that the risks associated with such an implantation outweigh its potential benefit.

Any new information developed during the course of the cryopreservation program will be provided.

It is understood that clients may withdraw from treatment at any time. If embryos have been cryopreserved, the disposition options are embryo donation, embryo disposal or scientific study of the embryo(s). Storage fees will be applied until the disposition of the embryos is determined.

L.'c

RSB

LEGAL STATEMENT

Please consider the following possible situations that could arise in the future:

I/we agree that should Ralph Birnbaum (patient) become mentally or physically incapacitated or pass away the cryopreserved embryo(s) stored should be allocated as follows:

Please choose ONE option. All parties need to initial the choice:

_____ Dispose of utilizing good medical practice

_____ Donate to an infertile couple/individual

_____ Donate to Scientific Study

_____ Made available to Ayelet Shalev (spouse/partner)

I/we agree that should Ayelet Shalev (spouse/partner) become mentally or physically incapacitated or pass away the cryopreserved embryos stored should be allocated as follows:

Please choose ONE option. All parties need to initial:

_____ Dispose of utilizing good medical practice

_____ Donate to an infertile couple/individual

_____ Donate to Scientific Study

_____ Made available to Ralph Birnbaum (spouse/partner)

I/we agree that should I/we become mentally or physically incapacitated or pass away that the embryos should be allocated as follows:

Please choose ONE option. All parties need to initial:

_____ Dispose of utilizing good medical practice

_____ Donate to an infertile couple/individual

_____ Donate to Scientific Study

I/we agree that should we divorce or separate, the disposition of the cryopreserved embryos will be addressed in our property settlement.

RSB A.L initials of both parties

I/we agree that while I/we have cryopreserved embryos stored at FSAC, I/we will notify the IVF Laboratory at Fertility and Surgical Associates of CA Inc. of changes of address and telephone number(s).

I/we understand that if five (5) years of storage has elapsed and after attempts to contact us remain unanswered, and storage fees are delinquent, the cryopreserved embryos stored will be disposed of utilizing good medical practice.

I/we understand that should I/we change my/our decisions regarding the disposition of the cryopreserved embryos, I/we will notify FSAC and complete a new informed consent.

Patient Signature — Date: 14 Aug 13

Spouse/Partner Signature — Date: 14 Aug 13

Witness Signature — Date