EXHIBIT A

MATERIAL TRANSFER AGREEMENT
(Research Use Only)

This Material Transfer Agreement ("Agreement") is made and entered into this __ day of _____, 201_ (the "Effective Date"), by and between _____, having a place of business at _____ ("Company"), and _____, located at _____, California ("Institution") and its employee, _____ ("Researcher"). The Institution and the Researcher are sometimes collectively referred to in this Agreement as the "Recipients." Company and the Recipients are sometimes referred to herein individually as a "Party" and collectively as "Parties."

INTRODUCTORY STATEMENT

In connection with Researcher's scientific research, Company has agreed to provide to Recipients certain materials that are identified and described in Exhibit A attached hereto (the "Cell Lines") for Researcher's use in connection with basic research related to _____ _____ (the "Research" or the "Research Project") in accordance with the terms and conditions of this Agreement.

For good and valuable consideration, including the covenants and promises contained herein, the receipt and sufficiency of which are hereby acknowledged, accepted and agreed to, Company and Recipient, intending to be legally bound, hereby agree as follows:

1. Transfer of Materials, Payments, Taxes

1.1 As soon as practicable after the Effective Date, Company agrees to transfer the Cell Lines to Researcher, for use in connection with the Research Project. Company or someone on its behalf may also transfer to Recipient confidential information relating to the Cell Lines for use in connection with the Research Project (the "Company Confidential Information"). Recipient accepts the Cell Lines in accordance with the terms and conditions of this Agreement.

1.2 Recipients shall pay to Company $2,500 per ampoule of Cell Lines (the "MTA Fees"). Company acknowledges and agrees that Recipients shall have no obligation to pay Company any other fees, taxes or charges in connection with this Agreement. **[For Agreements prior to April 30, 2011, replace Section 1.2 with the following: "Company acknowledges and agrees that Recipients shall have no obligation to pay Company any fees, taxes or charges in connection with this Agreement."]**

1.3 Recipients agree to provide Company with written notice of Recipients' receipt of the Cell Lines within 30 days of its receipt of the Cell Lines. Recipients' payment of the MTA Fees shall be made with Recipients written notice to Company of Recipients' receipt of the Cell Lines. **[For Agreements prior to April 30, 2011, delete Section 1.3]**

2. Limited Use of Materials and Transfer to Third Parties

The Cell Lines and Company Confidential Information shall be used by Recipient solely for non-commercial research in accordance with the Research Project. Without limiting the generality of the

foregoing, the Cell Lines shall not be used for any diagnostic or therapeutic purposes. The Research shall be conducted in the laboratory of Researcher at Recipient's facility or at such other facility of Recipient or facility of a third party contractor, collaborator or licensee (each an "Eligible Collaborator") approved in advance by Company, such approval not to be unreasonably withheld, conditioned or delayed. Each Eligible Collaborator may be required by Company to enter into a Material Transfer Agreement substantially in the form of this Agreement, excluding Sections 1.2 and 1.3. Company acknowledges that the third parties listed on Exhibit B are hereby approved as Eligible Collaborators. Researcher shall exercise due care to ensure that all Cell Lines are handled by trained personnel only. The Cell Lines will not be distributed or released other than to co-workers working under the Researcher's direct supervision who need to have access to the Cell Lines for the Research, or Eligible Collaborators. Recipient shall not use the Cell Lines or Company Confidential Information in any experiment on or treatment of human subjects, nor shall Recipient conduct the Research on human subjects.

3. Intellectual Property

3.1 Company Intellectual Property. Recipient acknowledges, understands and agrees that Company is the sole and exclusive owner of all rights, including without limitation, any intellectual property rights in and to the Company Confidential Information and the Cell Lines (subject to such licensing arrangements as Company has entered into from time to time with various parties). Company hereby grants to Recipient and each Eligible Collaborator a limited, non-exclusive license\, to use the Company Confidential Information, the Cell Lines and Company's applicable intellectual property rights relating to the Cell Lines for the sole purpose of conducting the non-commercial Research in accordance with the terms and conditions of this Agreement. Recipient acknowledges, understands and agrees that except as expressly granted in this Agreement, no right or license is granted by Company to Recipient or any Eligible Collaborator with respect to any right or license, express or implied, under any Company patents, the Company Confidential Information or the Cell Lines, other than the right to conduct the non-commercial Research in accordance with the terms and conditions of this Agreement.

3.2 Recipient Intellectual Property. Company acknowledges, understands and agrees that all assays, methodologies, intellectual property and interrelated trade secrets, know-how and confidential information owned by Recipient or any Eligible Collaborators as of the Effective Date or thereafter (collectively, the "Recipient Intellectual Property"), shall, at all times, continue to be owned by Recipient or the applicable Eligible Collaborator and no license or grant of any nature or kind is hereby given or implied with respect to the Recipient Intellectual Property.

4. Publications

4.1 Subject to the following, the Researcher has the right to publish any information or material resulting from the Research. If the Recipient receives Company Confidential Information in addition to the receipt of the Cell Lines, then in no event shall Recipient or Researcher publish or present any materials or information containing said Company Confidential Information without furnishing a copy of any proposed publication or presentation at least thirty (30) days in advance of submission for publication or presentation. Company shall have thirty (30) days after receipt of said copy to review such proposed publication or presentation and to require Researcher to delete any Company Confidential Information from the proposed publication or presentation.

4.2 In any publication made by Recipients on the Research, Recipients shall acknowledge Company as the provider of the Cell Lines.

5. Disclaimer; Indemnification

5.1 No Warranties. IT IS UNDERSTOOD AND AGREED THAT THE CELL LINES ARE EXPERIMENTAL IN NATURE, AND THAT COMPANY IS NOT MAKING ANY REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY NATURE OR KIND, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE CELL LINES. THE CELL LINES ARE PROVIDED "AS IS" AND WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE CELL LINES WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK OR OTHER PROPRIETARY RIGHTS.

5.2 Indemnification; Liability. Recipient agrees to indemnify, defend, and hold Company and its affiliates and their respective directors, officers, representatives, employees, and agents harmless against all losses, expenses (including without limitation any legal expenses and attorneys' fees), claims (including third-party claims), damages, demands, suits, or other actions arising from Institution's or Researcher's use, storage, or disposal of the Materials, or arising from a breach by Institution or Researcher of this Agreement. Without limiting the foregoing, Recipient assumes all liability for damages that may arise from the use, storage or disposal of the Materials. Company will not be liable to Recipient for any loss, claim or demand made by Recipient, or against Recipient by any other party, due to or arising from the use of the Cell Lines by Recipient.

6. Confidentiality

6.1 Confidential Information. Recipient and Researcher agree to keep in confidence Company Confidential Information and not to use for any purpose other than for the Research Project and not to disclose nor make available to any third party the Company Confidential Information for a period of five (5) years following termination of this Agreement. Recipient and Researcher shall protect Company Confidential Information by using the same degree of care, but no less than reasonable degree of care, as Recipient uses to protect its own confidential information to prevent the unauthorized disclosure of Company Confidential Information.

6.2 Permitted Disclosure. Notwithstanding the foregoing, nothing herein shall limit the use or disclosure of such Company Confidential Information that:

(i) is legally in the possession of Recipient prior to receipt thereof from Company;
(ii) enters into the public domain through no fault of Recipient;
(iii) is disclosed to Recipient without restrictions or breach of any duty of confidentiality by a third party who has the right to make such disclosure; or
(iv) is independently developed by or for Recipient without reference to Company's Confidential Information.

6.3 Disclosure Required by Law. In the event Recipient is required by law or legal process to disclose any Company Confidential Information, Recipient shall provide prompt notice before disclosing such information to Company so that legal protection for the Company Confidential Information may be sought. Recipient and Researcher shall cooperate to the extent practicable with Company's efforts to obtain such protection.

7. Compliance with Law and Scientific Standards

Recipient is solely responsible for the management and use of the Cell Lines supplied hereunder, including without limitation the storage, transportation, treatment, use, and disposal of the Cell Lines. Institution and Researcher agree to use the Cell Lines and conduct the Research in compliance with all federal, state and local statutes, rules, regulations and guidelines and any applicable scientific standards. Without limiting the generality of the foregoing, Recipient agrees that the Research will exclude (i) the mixing of Cell Lines with an intact embryo, either human or non-human; (ii) implanting Cell Lines or products of Cell Lines in a uterus; and (iii) attempting to make whole embryos with Cell Lines by any method. If any governmental regulatory body requires any permits, licenses or approvals in connection with the supply or use of the Cell Lines or the conduct of the Research, Recipient shall be responsible for obtaining the same, without any cost to Company.

8. Term and Termination

8.1 Term. This Agreement shall commence as of the Effective Date and shall expire, unless earlier terminated as provided herein or extended by mutual written agreement of the Parties, [insert period of months or years] thereafter. Upon expiration or termination of this Agreement, any provisions of this Agreement which by their nature survive any expiration or termination, including, but not limited to, those relating to intellectual property, confidentiality and indemnification, will survive and continue to be enforceable.

8.2 Termination; Destruction or Return of Materials. Company may terminate this Agreement at any time in the event that Institution or Researcher commits a material breach of the terms of this Agreement. Upon termination or expiration of this Agreement or material breach of the terms of this Agreement by Institution or Researcher, Institution and Researcher shall discontinue the Research Project and will, upon written request of Company, destroy or return to Company all Cell Lines in Recipient's possession and shall make no further use of the Cell Lines for any purpose whatsoever. Company acknowledges and agrees that all of the Cell Lines may be destroyed in connection with conducting the Research and that therefore no Cell Lines may be available to be returned.

9. Notices

All notices, reports or documents to be provided by either party to the other shall be in writing and shall be delivered personally or mailed by certified or registered mail, postage prepaid, or reputable overnight courier, or sent by telefax as follows:

If to Company, then to:

BioTime, Inc.
1301 Harbor Bay Parkway
Alameda, CA 94502

Attn: Michael D. West
Fax: 510 521-3389

If to Recipient, then to:

[Entity]
[Address]
[Address]
Attn: _____
Fax: _____

All notices, reports or other documents shall be deemed properly served upon receipt of such written communication.

10. Representations and Warranties

BioTime represents and warrants that except as disclosed in Exhibit B: it has all rights, title and interest to the Cell Lines necessary to enter into this Agreement, it is not under any obligation, contractual or otherwise, that conflicts with or is inconsistent with this Agreement, and that the use of the Cell Lines for the Research will not be subject to permissions of or the payment of royalties to a third party. The Institution and the Researcher hereby represent and warrant that the acceptance of the Cell Lines in accordance with the terms and conditions of this Agreement and performance of all obligations hereunder do not and will not breach or conflict with any other agreement or arrangement to which either the Institution or the Researcher is a party, including the terms under which the Research to be conducted using the Cell Lines is funded. The Institution and /or the Researcher will not hereafter grant anyone any rights inconsistent with the terms of this Agreement.

11. Miscellaneous

11.1 Multiple Copies. This Agreement may be executed in multiple copies, each of which shall be deemed to be an original.

11.2 Integration. This Agreement constitutes the entire agreement between the Parties relative to the subject matter hereof and supersedes all prior agreements in respect thereof. This Agreement shall not be superseded, amended or modified except by written agreement between the Parties hereunder.

11.3 Severability. If any provision of this Agreement is held invalid, illegal or otherwise unenforceable by a tribunal or court of competent jurisdiction, such invalidity shall not affect the enforceability of any other provision of this Agreement, and the remaining provisions of this Agreement shall be valid and enforceable to the fullest extent permitted by applicable law.

11.4 Waiver. Any waiver of any rights or failure to act in a specific instance relates only to that instance and is not an agreement to waive any rights or fail to act in any other instance.

11.5 Headings. All headings used in this Agreement are for convenience only and do not affect the meaning of any provision of this Agreement.

11.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws (other than the conflict of laws rules) of the State of California.

11.7 Independent Parties. The Parties hereto acknowledge that they are independent contractors and nothing contained in this Agreement shall be deemed to create a partnership, joint venture, agency or fiduciary relationship between the Parties.

IN WITNESS WHEREOF, the Parties, intending to be bound by this Agreement, have caused their respective authorized representatives to sign below.

COMPANY

By:_____
Printed name:
Title:
Date:

[INSERT INSTITUTION]

By:_____
Printed name:
Title:
Date:

Acknowledged and Agreed:

_____
Researcher
Printed Name:
Date:

EXHIBIT A

The five Cell Lines are: ESI-014, ESI-017, ESI-035, ESI-051 and ESI-053 all as further described in that certain article, "The Generation of Six Clinical-Grade Human Embryonic Stem Cell Lines," by Crook et al, Cell Stem Cell 1, November 2007, p. 490.

EXHIBIT B
ELIGIBLE COLLABORATORS

[Insert Eligible Collaborators, if any]

EXHIBIT C

Exceptions to Representations:

Recipients will be required to obtain a license or other permission from Wisconsin Alumni Research Foundation (WARF) or WiCell Research Institute to use the Cell Lines.