

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

FORM 8-K

CURRENT REPORT  
Pursuant to Section 13 or 15(d) of  
the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): July 1, 2016

**PROPANC HEALTH GROUP CORPORATION**  
(Exact name of registrant as specified in its charter)

**Delaware**

(State or other jurisdiction of  
incorporation)

**000-53446**

(Commission File Number)

**33-0662986**

(IRS Employer Identification  
No.)

**Level 2, 555 Riversdale Road  
Camberwell, VIC, 3124 Australia**

(Address of principal executive offices) (Zip Code)

Registrant's telephone number, including area code: **61 03 9882 0780**

**N/A**

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (*see* General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
  - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
  - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
  - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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### **Item 1.01 Entry into Material Definitive Agreement**

On July 1, 2016, Propanc Health Group Corporation, a Delaware corporation (the “Company”), entered into a Letter Agreement (the “Letter Agreement”) with Delafield Investments Limited (the “Purchaser”) pursuant to which the Company and the Purchaser agreed to new terms with respect to that certain securities purchase agreement entered into by and between the Company and the Purchaser dated as of October 28, 2015, as amended by an addendum dated March 11, 2016 (the “Purchase Agreement”) and the transactions contemplated thereby. Pursuant to the Purchase Agreement, the Purchaser agreed to invest \$4,000,000 in exchange for an Original Issue Senior Discount Senior Secured Debenture (the “Debenture”) and a common stock purchase warrant (the “Warrant”) to purchase 26,190,476 shares of the Company’s common stock, par value, \$0.01 per share (the “Warrant Shares”).

The key terms of the Purchase Agreement and related transactions were disclosed in the Company’s Current Report on Form 8-K filed on November 3, 2015 and the key terms of the addendum, dated March 11, 2016 to the Purchase Agreement, were disclosed in the Company’s Current Report on Form 8-K filed on March 11, 2016. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement.

Under the Letter Agreement, the Purchaser agreed to exercise the Warrant with respect to all 26,190,476 shares of common stock underlying the Warrant. In consideration for the Purchaser’s exercise of the Warrant, the Company agreed to adjust the exercise price from \$0.60 per share to \$0.012 per share. In addition, the Company and the Purchaser agreed to modify the July 1, 2016 “Interest Payment Date” and the October 1, 2016 “Interest Payment Date” as such terms are defined in the Debenture. Pursuant to the Letter Agreement, the Company may delay the interest payment due on the July 1, 2016 Interest Payment Date by a minimum of 30 calendar days (the “Minimum Extension Date”) and up to 60 calendar days, provided that the Purchaser may demand payment any time after the Minimum Extension Date. The Company also may delay the interest payment due on the October 1, 2016 Interest Payment Date to the October 28, 2016 maturity date (the “Maturity Date”) unless the Purchaser demands earlier payment; provided however, that if the Purchaser has not demanded payment by October 27, 2016, the Maturity Date will be extended until December 31, 2016 (or such earlier date as the parties mutually agree) and the interest payment that would have been due on the October 1, 2016 Interest Payment Date will become due on December 31, 2016, unless the Purchaser demands earlier payment.

The foregoing description of the Letter Agreement is qualified in its entirety by reference to the provisions of the Letter Agreement filed as Exhibit 10.1 to this Report, which is incorporated herein by reference.

### **Item 3.02 Unregistered Sales of Equity Securities**

The disclosure set forth under Item 1.01 of this Report is incorporated by reference into this Item. In connection with the exercise of the Warrant, the Purchaser acquired 26,190,476 shares of the Company’s common stock for cash consideration of \$314,286. The issuance of the Warrant Shares upon exercise of the Warrant was exempt from the registration requirements of the Securities Act of 1933, as amended (the “Securities Act”), pursuant to the exemption for transactions by an issuer not involving any public offering under Section 4(a)(2) of the Securities Act. The Company made this determination based on the representations of the Purchaser that the Purchaser (1) has such knowledge, sophistication and experience in business and financial matters so as to be capable of evaluating the merits and risks of the prospective investment in the Warrant Shares, (2) has access to information about the Company and its investment in the Warrant Shares, (3) is able to bear the financial risk associated with the investment in the Warrant Shares and (4) is acquiring the Warrant Shares for its own account and not with a view to or for distribution.

### **Item 8.01 Other Events**

On July 5, 2016, the Company issued a press release regarding the transactions described in the Letter Agreement. The press release is filed herewith as Exhibit 99.1.

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**Item 9.01 Financial Statements and Exhibits**

(d) Exhibits

<b>Exhibit No.</b>	<b>Description</b>
10.1	Letter Agreement, dated July 1, 2016.
99.1	Press release of the Company, dated July 5, 2016.

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**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Dated: July 5, 2016

**PROPANC HEALTH GROUP CORPORATION**

By: /s/ James Nathanielsz

James Nathanielsz

President and Chief Executive Officer

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July 1, 2016

Delafield Investments Limited  
40 Wall Street, 58th Floor  
New York, New York 10005  
Attn: Joshua Sason

Re: Reset Offer of Common Stock Purchase Warrant

To Whom It May Concern:

We are pleased to offer to you the opportunity to reprice the exercise of all of the Common Stock Purchase Warrants ("Warrants") issued to you in connection with the securities purchase agreement, dated October 28, 2015 as amended on March 11, 2016 by addendum (the "Purchase Agreement"), by and between you and Propanc Health Group Corporation (the "Company") and currently held by you ("Holder"). The shares of Common Stock underlying the Warrants ("Warrant Shares") have been registered for resale pursuant to a registration statement on Form S-1, as amended (File No. 333-208169) (the "Registration Statement"). The Registration Statement is currently effective and, upon exercise of the Warrants pursuant to this letter agreement, will be effective for the resale of the Warrant Shares. **Capitalized terms not otherwise defined herein shall have the meanings set forth in the Purchase Agreement.**

In consideration for exercising 26,190,476 Warrants held by you (the "Warrant Exercise") as set forth on the signature page hereto, the Company hereby offers you a reduced exercise price of the Warrants subject to the Warrant Exercise to **\$0.012**. Additionally, in consideration therefore, the Company shall:

- (a) Modify the July 1, 2016 Interest Payment Date (as such term is defined in the Debenture) of the Debenture such that the Company is permitted to delay such interest payment by a minimum of 30 calendar days (the "Minimum Extension Date") and up to 60 calendar days, it being understood that the Holder may demand that the Company make the July 1, 2016 interest payment at any time after the Minimum Extension Date; and
- (b) Modify the October 1, 2016 Interest Payment Date (as such term is defined in the Debenture) of the Debenture such that the Company is permitted to delay such interest payment to the Maturity Date (as such term is defined in the Debenture), it being understood that the Holder may demand that the Company make the October 1, 2016 interest payment at any time after October 1, 2016 and it being further understood that if the Holder has not demanded that the Company make the October 1, 2016 interest payment by October 27, 2016, then the Maturity Date will be extended until December 31, 2016 or such earlier date as the parties may mutually agree.

Holder may accept this offer by signing this letter below, with such acceptance constituting Holder's exercise of 26,190,476 Warrants for the aggregate exercise price set forth on the Holder's signature page hereto (the "Warrants Exercise Price") on or before 5:00 pm ET on July 1, 2016.

Additionally, the parties hereby agree to their respective representations, warranties and covenants set forth on Annex A attached hereto.

If this Offer is accepted and the transaction documents are executed on July 1, 2016, then on or before 9:30 a.m. Eastern Time on July 5, 2016, the Company shall issue a press release disclosing the material terms hereunder and file a prospectus supplement to the registration statement disclosing the terms of this offer and the reduced exercise price of the Warrants. The Company represents, warrants and covenants that, upon acceptance of this offer, the Warrant Shares shall be delivered electronically through the Depository Trust Company within 1 business day of the date the Company receives the Warrants Exercise Price (or, with respect to shares in that would otherwise be in excess of the beneficial Ownership Limitation, within 2 business days of the date the Company is notified by Holder that its ownership is less than the Beneficial Ownership Limitation). The terms of the Warrants, including but not limited to the obligations to deliver the Warrant Shares, shall otherwise remain in effect as if the acceptance of this offer were a formal Notice of Exercise (including but not limited to any liquidated damages and compensation in the event of late delivery of the Warrant Shares).

Within two days from the Holder's execution of this letter: the Holder shall make available for "Delivery Versus Payment" to the Company immediately available funds equal to \$314,285.72; and the Company shall deliver the Warrant Shares via "Delivery Versus Payment."

To accept this offer, Holder must counter execute this letter agreement and return the fully executed agreement to the Company at e-mail: [j.nathanielsz@propanc.com](mailto:j.nathanielsz@propanc.com), with a copy to [amcclean@hse.com](mailto:amcclean@hse.com) on or before 5:00 pm ET on July 1, 2016.

Please do not hesitate to call me if you have any questions.

Sincerely yours,

**PROPANC HEALTH GROUP CORP.**

By: /s/ James Nathanielsz

Name: James Nathanielsz

Title CEO

Accepted and Agreed to:

Name of Holder:

*Signature of Authorized Signatory of Holder:*

Name of Authorized Signatory:

Title of Authorized Signatory

Delafield Investments Ltd.

/s/ Joshua Sason

Joshua Sason

Member

Warrant Shares being exercised: 26,190,476 shares

Aggregate Holder Exercise Price: \$314,285.72

DTC Instructions:

Company Wire Instructions:

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## Annex A

Representations, Warranties and Covenants of the Company. The Company hereby makes the following representations and warranties to the undersigned (**Capitalized terms not otherwise defined herein shall have the meanings set forth in the Purchase Agreement**):

- (a) Subsidiaries. The Company owns, directly or indirectly, all of the capital stock or other equity interests of its only subsidiary, Propanc PTY Ltd. (the "Subsidiary"), free and clear of any Liens, and all of the issued and outstanding shares of capital stock of each Subsidiary are validly issued and are fully paid, non-assessable and free of preemptive and similar rights to subscribe for or purchase securities.
- (b) Organization and Qualification. The Company and its Subsidiary is an entity duly incorporated or otherwise organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation or organization, with the requisite power and authority to own and use its properties and assets and to carry on its business as currently conducted. Neither the Company nor its Subsidiary is in violation nor default of any of the provisions of its respective certificate or articles of incorporation, bylaws or other organizational or charter documents. Each of the Company and its Subsidiary is duly qualified to conduct business and is in good standing as a foreign corporation or other entity in each jurisdiction in which the nature of the business conducted or property owned by it makes such qualification necessary, except where the failure to be so qualified or in good standing, as the case may be, could not have or reasonably be expected to result in: (i) a material adverse effect on the legality, validity or enforceability of any Transaction Document, (ii) a material adverse effect on the results of operations, assets, business, prospects or condition (financial or otherwise) of the Company and its Subsidiary, taken as a whole, or (iii) a material adverse effect on the Company's ability to perform in any material respect on a timely basis its obligations under any Transaction Document (any of (i), (ii) or (iii), a "Material Adverse Effect") and no Proceeding has been instituted in any such jurisdiction revoking, limiting or curtailing or seeking to revoke, limit or curtail such power and authority or qualification.
- (c) Authorization; Enforcement. The Company has the requisite corporate power and authority to enter into and to consummate the transactions contemplated by this letter agreement and otherwise to carry out its obligations hereunder and thereunder. The execution and delivery of this letter agreement by the Company and the consummation by the Company of the transactions contemplated hereby have been duly authorized by all necessary action on the part of the Company and no further action is required by the Company, its board of directors or its stockholders in connection therewith. This letter agreement has been duly executed by the Company and, when delivered in accordance with the terms hereof, will constitute the valid and binding obligation of the Company enforceable against the Company in accordance with its terms, except (i) as limited by general equitable principles and applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally, (ii) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies and (iii) insofar as indemnification and contribution provisions may be limited by applicable law.
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(d) No Conflicts. The execution, delivery and performance of this letter agreement by the Company and the consummation by the Company of the transactions contemplated hereby do not and will not: (i) conflict with or violate any provision of the Company's certificate or articles of incorporation, bylaws or other organizational or charter documents; or (ii) conflict with, or constitute a default (or an event that with notice or lapse of time or both would become a default) under, result in the creation of any Lien upon any of the properties or assets of the Company in connection with, or give to others any rights of termination, amendment, acceleration or cancellation (with or without notice, lapse of time or both) of, any material agreement, credit facility, debt or other material instrument (evidencing Company debt or otherwise) or other material understanding to which such Company is a party or by which any property or asset of the Company is bound or affected; or (iii) subject to the Required Approvals, conflict with or result in a violation of any law, rule, regulation, order, judgment, injunction, decree or other restriction of any court or governmental authority to which the Company is subject (including federal and state securities laws and regulations), or by which any property or asset of the Company is bound or affected, except, in the case of each of clauses (ii) and (iii), such as could not have or reasonably be expected to result in a Material Adverse Effect.

(e) SEC Reports; Financial Statements. The Company has filed all reports, schedules, forms, statements and other documents required to be filed by the Company under the Securities Act and the Exchange Act, including pursuant to Section 13(a) or 15(d) thereof, for the two years preceding the date hereof (or such shorter period as the Company was required by law or regulation to file such material) (the foregoing materials, including the exhibits thereto and documents incorporated by reference therein, being collectively referred to herein as the "SEC Reports") on a timely basis or has received a valid extension of such time of filing and has filed any such SEC Reports prior to the expiration of any such extension. As of their respective dates, the SEC Reports complied in all material respects with the requirements of the Securities Act and the Exchange Act, as applicable, and none of the SEC Reports, when filed, contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. The Company has never been an issuer subject to Rule 144(i) under the Securities Act. The financial statements of the Company included in the SEC Reports comply in all material respects with applicable accounting requirements and the rules and regulations of the Commission with respect thereto as in effect at the time of filing. Such financial statements have been prepared in accordance with United States generally accepted accounting principles applied on a consistent basis during the periods involved ("GAAP"), except as may be otherwise specified in such financial statements or the notes thereto and except that unaudited financial statements may not contain all footnotes required by GAAP, and fairly present in all material respects the financial position of the Company and its Subsidiary as of and for the dates thereof and the results of operations and cash flows for the periods then ended, subject, in the case of unaudited statements, to normal, immaterial, year-end audit adjustments.

(f) Investment Company. The Company is not, and is not an Affiliate of, and immediately after receipt of payment for the Securities, will not be or be an Affiliate of, an "investment company" within the meaning of the Investment Company Act of 1940, as amended. The Company shall conduct its business in a manner so that it will not become an "investment company" subject to registration under the Investment Company Act of 1940, as amended.

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Representations, Warranties and Covenants of the undersigned. The undersigned hereby represents, warrants and covenants as of the date hereof to the Company as follows (unless as of a specific date therein, in which case they shall be accurate as of such date):

(a) Organization and Qualification. The undersigned is an entity duly incorporated or otherwise organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation or organization, with the requisite power and authority to own and use its properties and assets and to carry on its business as currently conducted. The undersigned is not in violation or default of any of the provisions of its respective certificate or articles of incorporation, bylaws or other organizational or charter documents.

(b) Authorization; Enforcement. The undersigned has the requisite corporate power and authority to enter into and to consummate the transactions contemplated by this letter agreement and otherwise to carry out its obligations hereunder and thereunder. The execution and delivery of this letter agreement by the undersigned and the consummation by the undersigned of the transactions contemplated hereby have been duly authorized by all necessary action on the part of the undersigned and no further action is required by the undersigned, its governing body or owners in connection therewith. This letter agreement has been duly executed by the undersigned and, when delivered in accordance with the terms hereof, will constitute the valid and binding obligation of the undersigned enforceable against the undersigned in accordance with its terms, except (i) as limited by general equitable principles and applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally, (ii) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies and (iii) insofar as indemnification and contribution provisions may be limited by applicable law.

(c) No Conflicts. The execution, delivery and performance of this letter agreement by the undersigned and the consummation by the undersigned of the transactions contemplated hereby do not and will not: (i) conflict with or violate any provision of the undersigned's certificate or articles of incorporation, bylaws or other organizational or charter documents; or (ii) conflict with or result in a violation of any law, rule, regulation, order, judgment, injunction, decree or other restriction of any court or governmental authority to which the undersigned is subject (including federal and state securities laws and regulations), or by which any property or asset of the Company is bound or affected.

(d) Compliance with Securities Act. The undersigned understands and agrees that the Warrant Exercise has not been registered under the Securities Act or any applicable state securities laws by reason of their issuance in a transaction that does not require registration under the Securities Act (based in part on the accuracy of the representations and warranties of Subscriber contained herein), and that the Warrant Shares must be held indefinitely unless a subsequent disposition is registered under the Securities Act or any applicable state securities laws or is exempt from such registration.

(e) Own Account. The undersigned understands that the Warrant Shares are a "restricted security" and have not been registered under the Securities Act or any applicable state securities law and is acquiring the Warrant Shares as principal for its own account and not with a view to or for distributing or reselling such Warrant Shares or any part thereof in violation of the Securities Act or any applicable state securities law, has no present intention of distributing any of such Warrant Shares in violation of the Securities Act or any applicable state securities law and has no direct or indirect arrangement or understandings with any other persons to distribute or regarding the distribution of such Warrant Shares in violation of the Securities Act or any applicable state securities law. The undersigned is acquiring the Warrant Shares hereunder in the ordinary course of its business.

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(f) Experience of the Undersigned. The undersigned, either alone or together with its representatives, has such knowledge, sophistication and experience in business and financial matters so as to be capable of evaluating the merits and risks of the prospective investment in the Warrant Shares and has so evaluated the merits and risks of such investment. The undersigned is able to bear the economic risk of an investment in the Warrant Shares and, at the present time, is able to afford a complete loss of such investment.

(g) Access to Information. The undersigned acknowledges that it has had the opportunity to review the Transaction Documents (including all exhibits and schedules thereto) and the SEC Reports and has been afforded (i) the opportunity to ask such questions as it has deemed necessary of, and to receive answers from, representatives of the Company concerning the terms and conditions of the offering of the Warrant Shares and the merits and risks of investing in the Warrant Shares; (ii) access to information about the Company and its financial condition, results of operations, business, properties, management and prospects sufficient to enable it to evaluate its investment; and (iii) the opportunity to obtain such additional information that the Company possesses or can acquire without unreasonable effort or expense that is necessary to make an informed investment decision with respect to the investment.

(h) No Market Manipulation. The undersigned has not taken, and will not take, directly or indirectly, any action designed to, or that might reasonably be expected to, cause or result in stabilization or manipulation of the price of the Common Stock or affect the price at which the Warrant Shares may be issued or resold.

(i) Risk of Loss. The undersigned acknowledges that there may be no market for the Warrant Shares and that the undersigned may not be able to sell or dispose of the Warrant Shares; the Subscriber has liquid assets sufficient to assure that its investment will cause no undue financial difficulties and that, after purchasing the Warrant Shares the undersigned will be able to provide for any foreseeable current needs and contingencies. The undersigned is financially able to bear the economic risk of this investment, including the ability to hold the Warrant Shares indefinitely or to afford a complete loss of the Subscriber's investment in the Warrant Shares.

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**Propanc Receives Investment to Initiate GLP Safety Toxicology Study for PRP**

*Set to Initiate Development and GMP manufacture of Finished Drug Product for First-In-Man Studies*

**MELBOURNE, AUSTRALIA, July 5, 2016** – Propanc Health Group Corporation (OTCQB: PPCH) (“Propanc” or “the Company”), an emerging healthcare company focusing on development of new and proprietary treatments for cancer patients suffering from solid tumors such as pancreatic, ovarian and colorectal cancers, today announced the Company executed a Letter Agreement with an institutional investor resulting in the Company receiving \$314,286 in order to progress their lead product, PRP, towards first-in-man studies.

The cash provides sufficient capital to support research and development activities including commencement of the in-life phase of a formal 28 day toxicology study (including a toxicokinetic arm designed to determine the relationship between the level of exposure of PRP in the blood and its toxicity) according to GLP (Good Laboratory Practice) standard, method validation of an IR (infrared) dye-labelling method for analyzing the metabolism and distribution of PRP in blood plasma, as well as corporate and administrative expenses.

The Company is also presently negotiating with a contract manufacturer development and GMP (Good Manufacturing Practice) manufacture of finished drug product for PRP to be used for first-in-man studies, and expects to commence this phase of development soon.

“We continue to receive support from our lead investor, who understands the needs of our business, as we invest a significant amount of our capital into development of our lead product, PRP, towards first-in-man studies,” said James Nathanielsz, Propanc’s Chief Executive Officer. “I am pleased to say we are on track and executing our plans, which we believe could unlock significant value for the Company and its shareholders in the near future.”

The Company aims to fast track the development of proenzyme related oncology products into clinical trials initially for pancreatic and ovarian cancers, followed by colorectal cancer. According to Global Analyst Reports, the combined world market for pancreatic, ovarian and colorectal cancers are expected to reach over \$12 billion by 2020.

As further described in the Company’s Current Report on Form 8-K filed with the Securities and Exchange Commission on July 5, 2016, the Company and the institutional investor entered into a Letter Agreement on July 1, 2016, where the parties adjusted the terms of an existing securities purchase agreement. The Letter Agreement resulted in the exercise of an outstanding common stock purchase warrant held by the institutional investor for cash consideration to the Company of \$314,286, in exchange for a reduction in the exercise price per share. The terms of the securities purchase agreement and common stock purchase warrant were previously disclosed in the Company’s Current Report on Form 8-K filed with the Securities and Exchange Commission on November 3, 2015.

**About Propanc:**

Propanc is developing new cancer treatments for patients suffering from pancreatic, ovarian and colorectal cancers. We have developed a formulation of anti-cancer compounds, which exert a number of effects designed to control or prevent tumors from recurring and spreading throughout the body. Our products involve or employ pancreatic proenzymes, which are inactive precursors of enzymes.

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In the near term, we intend to target patients with limited remaining therapeutic options for the treatment of solid tumors. In future, we intend to develop our lead product to treat (i) early stage cancer and (ii) pre-cancerous diseases and (iii) as a preventative measure for patients at risk of developing cancer based on genetic screening. For more information, visit: [www.propanc.com](http://www.propanc.com)

**Forward-looking Statements:**

All statements other than statements of historical fact contained herein are “forward-looking statements” for purposes of federal and state securities laws. Forward-looking statements may include the words “may,” “will,” “estimate,” “intend,” “continue,” “believe,” “expect,” “plan” or “anticipate” and other similar words. Although we believe that the expectations reflected in our forward-looking statements are reasonable, actual results could differ materially from those projected or assumed. Our future financial condition and results of operations, as well as any forward-looking statements, are subject to change and to inherent risks and uncertainties including those regarding our earnings, revenues and financial condition, our ability to implement our plans, strategies and objectives for future operations, our ability to execute on proposed new products, services or development thereof, our ability to establish and maintain the proprietary nature of our technology through the patent process, our ability to license from others patents and patent applications, if necessary, to develop certain products, our ability to implement our long range business plan for various applications of our technology, our ability to enter into agreements with any necessary manufacturing, marketing and/or distribution partners for purposes of commercialization, the results of our clinical research and development, competition in the industry in which we operate, overall market conditions, and any statements or assumptions underlying any of the foregoing. Other risks, uncertainties and factors that could cause actual results to differ materially from those projected may be described from time to time in reports we file with the Securities and Exchange Commission, including our reports on Forms 10-K, 10-Q and 8-K. We do not intend, and undertake no obligation, to update any forward-looking statement contained herein, except as required by law.

This is not a solicitation to buy or sell securities and does not purport to be an analysis of the company's financial position.

**Contact:**

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