

May 8, 2020

Re: Renewal of INOtherapy Services Agreement for INOtherapy Services

Dear Valued Customer,

The current pricing under our INOtherapy Services Agreement is expiring on May 31, 2020. Attached is a renewal document which offers new pricing and extends the provision of INOtherapy Services to your hospital for an additional term.

The offered pricing set forth in the attached document is *only valid until May 31, 2020*. In order for your hospital to obtain this new pricing for a June 1, 2020 start, this document must be signed and returned to Mallinckrodt on or prior to this stated valid date.

To expedite processing, a scanned (by email) or faxed signed copy is acceptable. Listed below is the return address information.

- by email to – critcare-contracts@mnk.com
- by fax to - (877) 422-1059
- by overnight or mail to – Lori Donohue, Contracts Manager
INO Therapeutics c/o Mallinckrodt
1425 U.S. Route 206, 2nd Floor
Bedminster, NJ 07921

Also if a new PO is required in order for your hospital to make the new payments, kindly include it with your signed document.

Should you have any questions regarding this renewal, please contact your local Mallinckrodt representative.

Regards,



Lori Donohue Contracts
Manager [critcare-
contracts@mnk.com](mailto:critcare-contracts@mnk.com)

Attachment

FIRST AMENDMENT TO INOTHERAPY® SERVICES AGREEMENT

THIS AMENDMENT TO INOTHERAPY SERVICES AGREEMENT (this “First Amendment”) is entered into the later of the dates in the signature block below (the “First Amendment Effective Date”) by and between INO Therapeutics LLC, d/b/a Mallinckrodt, a Delaware limited liability company having a place of business at 1425 U.S. Route 206, Bedminster, NJ 07921 (“Mallinckrodt”), and the party indicated below (“Customer”).

Customer Name: County of San Bernardino
Address: 400 North Pepper Avenue
Colton, CA 92324
Authorized Representative: Curt Hagman, Chairman of the Board
Fax: N/A
E-Mail: reception@pur.sbcounty.gov

1. Background. Mallinckrodt and Customer are party to an INOtherapy Services Agreement with an effective date of June 1, 2019 (the “Agreement”). Mallinckrodt and Customer wish to, among other things, amend the Agreement to renew the pricing for the next term of the Agreement and amend and/or update other sections of the Agreement as set forth below.
2. Renewal of Agreement. Mallinckrodt and Customer agree that the next Renewal Term (as defined in the Agreement) shall commence on June 1, 2020 and remain in effect for a period of one year. Thereafter, the Agreement shall renew in accordance with the terms of the Agreement.
3. Modification of INOtherapy Pricing Tier Table of Section 2 of Exhibit A to the Agreement. The following new pricing comes into effect the first day of the next Renewal Term:

Customer Facility:

Arrowhead Regional Medical Center – 400 North Pepper Avenue, Colton, CA 92324 (1000390)

	<u>Pricing Tier</u>	<u>Monthly or Hourly Fee</u>	<u>Annual Total</u>	<u>Hours Included</u>	<u>Payment Terms</u>
<input type="checkbox"/>	Platinum	\$8,333/month	\$99,996/year	Unlimited	45 Days
<input type="checkbox"/>	Bronze	\$6,472/month	\$77,664/year	350	30 Days
<input type="checkbox"/>	Net Hourly Price	\$3,000/month plus \$231.88/hour for each hour used as specified in the Hours Included column	\$36,000/year	0 hours included. Each hour used shall be at the Net Hourly Price listed.	30 Days

4. Modification of Section 4.2 Termination. The last sentence of Section 4.2 of the Agreement is hereby deleted in its entirety and replaced with the following:

“In addition, either party may terminate this Agreement (either on a facility-by-facility basis or in whole) without cause upon 60 days’ prior written notice to the other party.”

5. Modification of Section 7.7 Notices. The last sentence of Section 7.7 of the Agreement is hereby deleted in its entirety and replaced with the following:

“Notices to Mallinckrodt shall be sent to INO Therapeutics LLC d/b/a Mallinckrodt at 1425 U.S. Route 206, Bedminster, NJ 07921, Attn: INOmax Contract Administrator, with a copy to General Counsel, Commercial Operations.”

6. Modification of Section 3(g) of Exhibit A to the Agreement, Reservation of Rights to Modify. The entirety of Section 3(g) of Exhibit A to the Agreement is hereby deleted in its entirety and replaced with the following:

“Mallinckrodt reserves the right to modify the fees for INOtherapy and related terms, as well as discontinue or modify any discounts, rebates, or credit programs applicable to Customer’s use of INOtherapy, upon 30 days prior written notice to Customer; provided that Mallinckrodt may not modify the fees set forth in Section 3 of the First Amendment during the Renewal Term.”

7. Ratification of Agreement. Except as set forth in this First Amendment, all of the other terms and conditions of the Agreement are hereby ratified and confirmed to be of full force and effect, and shall continue in full force and effect. This First Amendment is hereby integrated into and made a part of the Agreement.

8. Counterparts. This First Amendment may be executed in two counterparts, each of which shall be effective as of the Amendment Effective Date, and all of which, collectively, shall constitute one and the same instrument. Each such counterpart shall be deemed an original, and it shall not be necessary in making proof of this First Amendment to produce or account for more than one such counterpart. The parties shall be entitled to sign and transmit an electronic signature of this First Amendment (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed First Amendment upon request.

9. Execution and Delivery. This First Amendment shall be deemed executed by the parties when any one or more counterparts hereof, individually or taken together, bears the signatures of each of the parties hereto.

Acknowledged and Agreed to:

INO Therapeutics LLC d/b/a Mallinckrodt

Customer

DocuSigned by:
Lori Donohue
C59A9BBE8DA8477

Signature of Authorized Representative

Signature of Authorized Representative

Lori Donohue

Curt Hagman

Printed Name

Printed Name

Contracts Manager

Chairman, Board of Supervisors

Title

Title

5/11/2020

Date

Date