

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



Contract Number

20-64 A-1

SAP Number

Arrowhead Regional Medical Center

Department Contract Representative	<u>William L. Gilbert</u>
Telephone Number	<u>(909) 580-6150</u>
Contractor	<u>Avita Medical Americas</u>
Contractor Representative	<u>Luke Spak</u>
Telephone Number	<u>661-904-5556</u>
Contract Term	<u>February 11, 2020 through February 9, 2025</u>
Original Contract Amount	<u>\$330,000.00</u>
Amendment Amount	<u>\$0</u>
Total Contract Amount	<u>\$330,000.00</u>
Cost Center	<u></u>

Briefly describe the general nature of the contract: Amendment No. 1 to Agreement 20-64 with Avita Medical Americas, LLC., for the continued purchase of RECELL Autologous Cell Harvesting Devices, extending the term of the agreement through February 9, 2025, for a total contract period from February 11, 2020 through February 9, 2025, with no change to the contract amount of \$330,000.

FOR COUNTY USE ONLY

Approved as to Legal Form

Bonnie Uphold
Bonnie Uphold, Deputy County Counsel

Date 11-6-20

Reviewed for Contract Compliance

Date

Reviewed/Approved by Department

William L. Gilbert
William L. Gilbert, Director

Date 11/6/2020

Amendment One to the Supply Agreement

This Amendment One dated November 17, 2020 (“Amendment”) is made by and between AVITA Medical Americas LLC, a limited liability company having its principal place of business at 28159 Avenue Stanford, Suite 220 Valencia, CA 91355 (“Avita Medical”), and County of San Bernardino, a political subdivision organized and existing under the constitution of the laws of the State of California, on behalf of Arrowhead Regional Medical Center. The County of San Bernardino is a political subdivision of the State of California Operating a hospital or surgery center having a facility at 400 North Pepper Avenue, Colton, CA 92324-1819 (the “Purchaser”), and modifies the terms of the Supply Agreement executed between the Parties effective on February 11, 2020 (“Agreement”) . Purchaser and Avita Medical are individually referred to as a “Party” or collectively as the “Parties”).

1. Replace Section 6.1 of the Agreement with the following:
6.1. Term. The term of this Agreement (the “Term”) shall commence as of the Effective Date and continue for an initial period of one (1) year (the “Initial Term”). Thereafter, this Agreement will renew for an additional four (4) year period (the “Renewal Term”), expiring on February 11, 2025, unless terminated by either Party as provided herein.
2. Exhibit A of the Agreement is replaced with Exhibit A, as attached hereto and incorporated herein.
3. **Capitalized Terms.** Any capitalized term used but not defined in this Amendment shall have the meaning given to it in the Agreement or the Addendum, as applicable.
4. **Counterparts.** This Amendment may be signed in one or more counterparts, each of which shall be deemed an original but all of which taken together shall constitute one and the same instrument. A facsimile or e-mail transmission of a signed version of this Amendment shall be legal and binding on all parties.

Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Amendment and the Agreement, the terms of this Amendment will prevail.

In Witness Whereof, the Parties hereto have caused this Amendment to be executed by their duly authorized officers as of the later date of signature below.

AVITA MEDICAL AMERICAS, LLC

 By: _____
 Name: Terry Bromley
 Title: Sr. VP Commercial Operations
 Date: 11/09/2020

COUNTY OF SAN BERNARDINO
 For its Arrowhead Regional Medical Center

 By: _____
 Name: Curt Hagman
 Title: Chairman, Board of Supervisors
 Date: NOV 17 2020

APPROVED
 By Legal, NF at 8:21 am, Nov 09, 2020



Exhibit A

PRODUCTS AND PRICING SCHEDULE

LIST PRICE

Part Number	Product	Pricing
C3RL01-B:US	RECELL System	\$7,500 per unit of Product

HOSPITAL PRICING

Part Number	Product	Pricing
C3RL01-B:US	RECELL System	\$6,500 per unit of Product

REBATE SCHEDULE*

Rebate Tier	Amount of Product Purchased and Paid in Calendar Year	Rebate Percentage
Tier 1	\$250,000 +	2%
Tier 2	\$500,000 +	4%
Tier 3	\$1,000,000 +	8%
Tier 4	\$1,500,000 +	10%

Earned rebates will be provided within sixty (60) days of the end of each calendar year. All rebates earned by the Purchaser will be provided by the Avita Medical in the form of credit memos to be applied by Purchaser against open invoices.

Upon reaching Tier 3 during a calendar year, AVITA Medical will apply rebate discounts to all subsequent purchase orders upon invoice. To retain rebate pricing at time of invoice beyond the end of the calendar year, Purchaser must maintain minimum quarterly sales of \$250,000 at Hospital Pricing. If sales drop below stated threshold, pricing will revert to hospital pricing and standard rebate program.