



### 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

COUNTY OF SAN BERNARDINO

For its Arrowhead Regional Medical Center

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit A**

**PRODUCTS AND PRICING SCHEDULE**

**LIST PRICE**

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

**HOSPITAL PRICING**

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

**REBATE SCHEDULE\***

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

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.