

---

**From:** Arnetha Wharton  
**Sent:** Friday, August 24, 2012 10:43 AM  
**To:** Beth Zelnick-Kaufman; Jennifer Altier  
**Subject:** RE: MediMedia Contract Addendum  
**Attachments:** image001.gif; MediMedia First Amendment.pdf; MediMedia Agreement (Execution Copy).pdf; MediMedia Amendment 3.pdf; SDOC0005136\_Kadian Coupon Reprint\_10K\_081712.docx

Jennifer,

The base agreement to this addendum expired December 31, 2010. Do you know if there was an extension, we may not be aware of? I have attached the base agreement and its amendments for your review.

Thanks,

Arnetha

Arnetha Wharton  
Commercial Paralegal

Actavis  
60 Columbia Rd. Bldg B t +1 973-889-6973 @ AWharton@Actavis.com Morristown , NJ 07960 United States w  
www.actavis.com <<http://www.actavis.com/>> Internal VoIP number t 125-6973

Please note that this e-mail and its attachments are intended for the named addressee only and may contain information that is confidential and privileged. If you have by coincidence or mistake or without specific authorization received this e-mail and its attachments we request that you notify us immediately that you have received them in error, uphold strict confidentiality and neither read, copy, nor otherwise make use of their content in any way Please note that the sender of this e-mail and its attachments is solely responsible for its content if it does not concern the operations of Actavis Group or its subsidiaries.

From: Beth Zelnick-Kaufman  
Sent: Friday, August 24, 2012 7:49 AM  
To: Jennifer Altier; Arnetha Wharton  
Subject: Re: MediMedia Contract Addendum

Arnetha let me know if you need help.

\*typos courtesy of Beth Zelnick-Kaufman's Blackberry\*

From: Jennifer Altier  
Sent: Friday, August 24, 2012 07:39 AM  
To: Arnetha Wharton  
Cc: Beth Zelnick-Kaufman  
Subject: RE: MediMedia Contract Addendum

Hi Arnetha,

I know that you are swamped, but any way we can get the OK to sign off on this today?

Thanks,

Jennifer

Jennifer Altier  
Marketing Director

Actavis  
60 Columbia Rd. Bldg B t +1 908-672-1918 @ JALTIER@actavis.com Morristown , NJ 07960 United States w  
www.actavis.com <<http://www.actavis.com/>> Internal VoIP number

Please note that this e-mail and its attachments are intended for the named addressee only and may contain information that is confidential and privileged. If you have by coincidence or mistake or without specific authorization received this e-mail and its attachments we request that you notify us immediately that you have received them in error, uphold strict confidentiality and neither read, copy, nor otherwise make use of their content in any way Please note that the sender of this e-mail and its attachments is solely responsible for its content if it does not concern the operations of Actavis Group or its subsidiaries.

From: Arnetha Wharton  
Sent: Wednesday, August 22, 2012 3:27 PM  
To: Jennifer Altier  
Cc: Beth Zelnick-Kaufman  
Subject: FW: MediMedia Contract Addendum

Hi Jennifer,

I will be working on this addendum for you with Beth. Can we get this to you by close of business tomorrow? I apologize in advance for the inconvenience.

Thanks,

Arnetha

Arnetha Wharton  
Commercial Paralegal

Actavis  
60 Columbia Rd. Bldg B t +1 973-889-6973 @ AWharton@Actavis.com Morristown , NJ 07960 United States w  
www.actavis.com <<http://www.actavis.com/>> Internal VoIP number t 125-6973

Please note that this e-mail and its attachments are intended for the named addressee only and may contain information that is confidential and privileged. If you have by coincidence or mistake or without specific authorization received this e-mail and its attachments we request that you notify us immediately that you have received them in error, uphold strict confidentiality and neither read, copy, nor otherwise make use of their content in any way Please note that the sender of this e-mail and its attachments is solely responsible for its content if it does not concern the operations of Actavis Group or its subsidiaries.

From: Lindsay Wills  
Sent: Wednesday, August 22, 2012 2:53 PM  
To: Arnetha Wharton  
Subject: FW: MediMedia Contract Addendum

FYI.

Lindsay Wills  
Commercial Counsel

Actavis  
60 Columbia Rd. Bldg B t +1 973-889-6688 @ LWills@Actavis.com Morristown , NJ 07960 United States w  
www.actavis.com <<http://www.actavis.com/>> Internal VoIP number t 125-6688

Please note that this e-mail and its attachments are intended for the named addressee only and may contain information that is confidential and privileged. If you have by coincidence or mistake or without specific authorization received this e-mail and its attachments we request that you notify us immediately that you have received them in error, uphold strict confidentiality and neither read, copy, nor otherwise make use of their content in any way Please note that the sender of this e-mail and its attachments is solely responsible for its content if it does not concern the operations of Actavis Group or its subsidiaries.

From: Jennifer Altier  
Sent: Wednesday, August 22, 2012 9:11 AM  
To: Lindsay Wills; Aida Soto  
Subject: FW: MediMedia Contract Addendum

Hi Lindsay and Aida,

Is there any way you could look at this today and let me know if it is OK to sign?

Thanks,

Jennifer

Jennifer Altier  
Marketing Director

Actavis  
60 Columbia Rd. Bldg B t +1 908-672-1918 @ JALTIER@actavis.com Morristown , NJ 07960 United States w  
www.actavis.com <<http://www.actavis.com/>> Internal VoIP number

Please note that this e-mail and its attachments are intended for the named addressee only and may contain information that is confidential and privileged. If you have by coincidence or mistake or without specific authorization received this e-mail and its attachments we request that you notify us immediately that you have received them in error, uphold strict confidentiality and neither read, copy, nor otherwise make use of their content in any way Please note that the sender of this e-mail and its attachments is solely responsible for its content if it does not concern the operations of Actavis Group or its subsidiaries.

From: Beth Zelnick-Kaufman  
Sent: Monday, August 20, 2012 1:37 PM  
To: Lindsay Wills; Aida Soto  
Cc: Jennifer Altier  
Subject: FW: MediMedia Contract Addendum

Lindsay and Aida: can you take a look at this? Thanks.

Kind regards,

Beth

\*\*\*\*\*

Beth Zelnick-Kaufman  
Director, Legal

Actavis  
60 Columbia Rd. Bldg B t +1 973-889-6684 @ BZelnick-Kaufman@actavis.com  
Morristown , NJ 07960 United States f 973-993-4306 w www.actavis.com <<http://www.actavis.com/>>  
Internal VoIP number t 125-6684

Please note that this e-mail and its attachments are intended for the named addressee only and may contain information that is confidential and privileged. If you have by coincidence or mistake or without specific authorization received this e-mail and its attachments we request that you notify us immediately that you have received them in error, uphold strict confidentiality and neither read, copy, nor otherwise make use of their content in any way Please note that the sender of this e-mail and its attachments is solely responsible for its content if it does not concern the operations of Actavis Group or its subsidiaries.

From: Jennifer Altier  
Sent: Monday, August 20, 2012 1:17 PM  
To: Beth Zelnick-Kaufman  
Subject: MediMedia Contract Addendum

Hi Beth,

Please find attached an addendum to our MediMedia contract. Could someone in your department review and let us know if it is OK to sign?

Thanks,

Jennifer

Jennifer Altier  
Marketing Director

Actavis  
60 Columbia Rd. Bldg B t +1 908-672-1918 @ JALTIER@actavis.com Morristown , NJ 07960 United States w  
www.actavis.com <<http://www.actavis.com/>> Internal VoIP number

Please note that this e-mail and its attachments are intended for the named addressee only and may contain information that is confidential and privileged. If you have by coincidence or mistake or without specific authorization received this e-mail and its attachments we request that you notify us immediately that you have received them in error, uphold strict confidentiality and neither read, copy, nor otherwise make use of their content in any way Please note that the sender of this e-mail and its attachments is solely responsible for its content if it does not concern the operations of Actavis Group or its subsidiaries.



**actavis**

*think smart medicine*

## ADJUDICATED DISCOUNT COUPON PROGRAM AGREEMENT

This agreement ("Agreement") is made and entered as of January 1, 2009 ("**Effective Date**"), by and between Triple i Division of MediMedia USA, Inc. ("**Triple i**") with an address of 350 Starke Road, Carlstadt, NJ 07072 and Actavis Kadian LLC, having an address of 60 Columbia Road, Bldg B, Morristown, NJ 07960 ("**Actavis**").

### Background

- A. Triple i is in the business of, among other things, providing discount coupons for use by pharmaceutical companies for distribution to physicians and/or other channels.
- B. Actavis is in the business of developing, marketing and distributing pharmaceutical products.
- C. Actavis desires to utilize the services of Triple i in implementing a Point of Service coupon program ("**POS Coupon Program**") to support the distribution portion of its product Kadian® ("**Product**").

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

### **I. THE POS COUPON PROGRAM.**

- Actavis will work with Triple i to develop a Point of Sale Discount Coupon ("**Discount Coupon**") for use in the POS Coupon Program as set forth in this Agreement. An executive summary and overview of the POS Coupon Program is attached hereto as **Exhibit A** and incorporated herein.
- Actavis, through the POS Coupon Program, shall distribute Discount Coupons to hospitals, physicians, or other channels for distribution to end-user patients for redemption at a Participating Pharmacy/Store (as defined below). A current copy of the Discount Coupon and corresponding easel back stand is attached hereto as **Exhibit B** and incorporated herein.
- Triple i shall be responsible for the development, printing, and distribution of the Discount Coupons and easel back stands; provided however, that Actavis must approve all initial artwork, copy, logos and such other content related to such items. Triple i will not make any changes to the artwork, copy, logo or such other content or the Discount Coupon or easel back stand without the prior written approval of Actavis.
- Prior to the initiation of the POS Coupon Program, Triple i shall provide to the coupon processor a copy of the Actavis approved Discount Coupon to review.

013B



**1.01 Redemption of Coupons.** For purposes of this Agreement, "**Pharmacy/Store**" shall mean any licensed outlet engaged in the business of dispensing, compounding or selling prescription drugs and related products. "**Participating Pharmacy**" shall mean any Pharmacy/Store taking part in the POS Coupon Program contemplated by this Agreement. The Discount Coupon will be adjudicated utilizing claims processing technology by the Participating Pharmacy. Triple i will accept Participating Pharmacy submissions up to two (2) weeks after the expiration date of the Discount Coupon only for prescriptions filled prior to or on the expiration date of the Discount Coupon. The Participating Pharmacy will submit their claims through their pharmacy claims adjudication process. The Participating Pharmacy with approved claims will be paid within thirty (30) days after the submitted Discount Coupon, for the cost of the Discount Coupon amount plus a handling fee per Discount Coupon as set forth in **Exhibit A**. The Discount Coupons redeemed by the patient participating in the POS Coupon Program pursuant to the terms and conditions contained in such Discount Coupons, shall be processed and paid to the Participating Pharmacy by Triple i every two (2) weeks from the Claim Deposit (defined in Section 1.03 below).

**1.02 Reports.** Triple i will manage and deliver the data monthly in a standard reporting format, samples of which are attached hereto as **Exhibit C**. Customized reporting is available for additional fees. If Actavis desires a change in reporting format later in the POS Coupon Program, a change request must be approved by both parties in writing. Actavis may, at its option and in its sole discretion, request Triple i to provide data files to a third party for POS Coupon Program analysis and reporting. Data files shall not contain protected health information ("**PHI**") except in accordance with the Health Insurance Portability and Accountability Act ("**HIPAA**") and codified at 45 CFR Parts 160 and 164 as amended from time to time ("**HIPAA Privacy Rules**"). PHI includes, but is not limited to, patient's name, address, date of birth, and social security number.

**1.03 Claim Deposit.**

**A.** Prior to the launch of the POS Coupon Program, Actavis shall pay to Triple i an amount equal to Three Hundred and Sixty Thousand Dollars (\$360,000), which the parties agree is a good faith estimate of eight (8) weeks of anticipated redemptions ("**Claim Deposit**"). Thereafter, during the term of this Agreement, the Claim Deposit shall be maintained at no less than eight (8) weeks of anticipated Claims (as defined below); provided however, that Triple i shall promptly notify Actavis, in writing, if the balance of the Claim Deposit falls below five (5) weeks of anticipated Claims when the Participating Pharmacies are paid ("**Claim Deposit Notice**"). In the event that the Claim Deposit falls below an amount equal to four (4) weeks of anticipated Claims, Triple i, at its option, may suspend the processing of Claims until the Claim Deposit is replenished to eight (8) weeks of anticipated Claims, or terminate the POS Coupon Program; provided that the Claim Deposit has not been replenished within fifteen (15) days from the date Actavis received the Claim Deposit Notice from Triple i.

**B.** Commencing as of July 1, 2009, on a calendar quarterly basis, the balance of the Claim Deposit shall be evaluated and adjusted based on actual redemptions during the previous calendar quarter, i.e., April 1 through June 30 ("**Quarterly Evaluation**"). For the avoidance of doubt, if the actual redemptions for the applicable calendar quarter is lower or higher (as applicable) than the anticipated redemptions for such period, the amount of the Claim Deposit shall be adjusted accordingly; provided that, in the event actual redemptions in the applicable calendar quarter are equal to or less than twenty-five percent (25%) of the anticipated Claims for said period, then Triple i shall reimburse Actavis such overage within fifteen (15)

days of the applicable Quarterly Evaluation. Within forty-five (45) days of the expiration or termination of this Agreement, Triple i will return to Actavis any unused balance of the amount of the Claim Deposit.

#### **1.04 Payment and Submission of Claims.**

**A.** On a monthly basis, within fifteen (15) days after the end of each calendar month, Triple i shall, via facsimile or other mutually agreed upon electronic means, provide to Actavis, an invoice stating: (i) the Product name Kadian, (ii) the total amount of the redeemed Discount Coupons for the previous month (the “**Claim**”), and (iii) Actavis’ contact name, telephone and facsimile numbers (the “**Claim Invoice**”).

**B.** Within thirty (30) days of the receipt of a Claim Invoice, Actavis shall pay Triple i any undisputed Claim by check or electronic deposit as mutually agreed by Triple i and Actavis. If Actavis disputes the amount of any Claim, Actavis shall notify Triple i within ten (10) business days of receipt of the Claim Invoice, giving in writing its reasons for disputing the amount and any supporting documentation. Failure to provide such notice shall waive Actavis’ right to dispute such Claim Invoice.

#### **1.05 Payment of POS Coupon Program Costs Not Related to Claim Redemption.**

**A.** In addition to the Claim Invoice, on a monthly basis, within fifteen (15) days after the end of each calendar month, Triple i shall, via facsimile or other mutually agreed upon electronic means, provide to Actavis, an invoice stating: (i) the Product name Kadian, (ii) the total amount of POS Coupon Program costs that are not related to Claim redemptions (as set forth in Exhibit A of this Agreement) for the previous month, and (iii) Actavis’ contact name, telephone and facsimile numbers (the “**POS Program Invoice**”).

**B.** Within thirty (30) days of the receipt of a POS Program Invoice, Actavis shall pay Triple i any undisputed amounts by check or electronic deposit as mutually agreed by Triple i and Actavis. If Actavis disputes any amounts on the POS Program Invoice, Actavis shall notify Triple i within ten (10) business days of receipt of such POS Program Invoice, giving in writing its reasons for disputing the amount and any supporting documentation. Failure to provide such notice shall waive Actavis’ right to dispute such POS Program Invoice.

**1.06 Recordkeeping.** Data for Claims processed (a) shall be available on-line for twelve (12) months from the date of loading a Claim and (b) shall be available on archived media for a period of three (3) years from the date the data are no longer available on-line, or for such longer terms if required by law. Actavis understands and agrees that Triple i does not retain copies of remittance advices to pharmacies/stores, management and financial reports, and other documents and materials forwarded pursuant to this Agreement to Actavis or others. Notwithstanding the foregoing periods, subject to Section V of this Agreement, on-line data, paper documents and data shall be available only for as long as this Agreement has not terminated or expired (or as otherwise required by law).

**1.07 Internet.** Actavis acknowledges that the Internet is not a secure or reliable environment and that the ability of Triple i to deliver Internet services is dependent upon the Internet and equipment, software, systems, data and services provided by various telecommunications carriers, equipment manufacturers, firewall providers and encryption system developers and other vendors and third parties. Actavis acknowledges that use of the Internet in

conjunction with Triple i's services entails confidentiality and other risks that may be beyond Triple i's reasonable control. Triple i agrees to maintain and make available written and commercially reasonable encryption and other mechanisms to protect against unauthorized interception, corruption, use of or access to confidential information that it receives and/or disseminates over the Internet ("**Internet Mechanisms**"). Triple i may, but shall not be required to, modify the Internet Mechanisms from time to time to the extent it believes in good faith that such modifications will not diminish the security of Triple i's systems.

## **II. TERM AND TERMINATION.**

**2.01 Term.** This Agreement shall commence upon the Effective Date and shall continue for a period of one (1) year, unless earlier terminated as set forth below.

### **2.02 Termination.**

**A. Termination of Agreement.** Any party may terminate this Agreement (i) with or without cause, upon thirty (30) days prior written notice to the other parties; or (ii) upon written notice to the other parties in the event any party materially breaches any of the representations, warranties, certifications or obligations set forth in this Agreement, and such breach remains uncured for thirty (30) days after notice thereof, or (iii) immediately upon written notice to the other parties if a party becomes insolvent or a receiver is appointed for its business or properties, which appointment is not vacated within sixty (60) days or if any petition is filed by or against it under any provisions of any bankruptcy, insolvency, or similar laws .

**B. Termination of Program.** The POS Coupon Program may be immediately terminated by Triple i in accordance with Section 1.03 above or any party upon written notice to the other party in the event of a Change of Law, which results in a material adverse effect on the legitimate expectations of either party regarding the POS Coupon Program at the time such party entered into this Agreement (e.g., violation of applicable federal, state or local law or regulation). For purposes of this Section 2.02(B), a "Change of Law" means (i) any new legislation enacted by the federal or any state government; (ii) any new rule, regulation, guideline, or interpretation issued or promulgated by any governmental agency or governmental third-party payor; and/or (iii) any order or decree issued by any judicial or administrative body .

**2.03 Rights Upon Termination.** The suspension, termination or expiration of this Agreement shall not affect any payment obligation or other obligation that accrued prior to such suspension, termination or expiration. Upon suspension, expiration or termination, Triple i shall not be required to continue to perform services hereunder, including without limitation processing Claims, or providing ongoing storage and maintenance of records, except as set forth in Section 1.07 above; provided however, that Triple i shall provide Actavis with reasonable transition services and information and documentation that reasonably may be needed by Actavis in connection with the orderly and expeditious transition of the POS Coupon Program to another vendor upon request and full payment of any undisputed amounts.

**2.04** The parties agree to meet upon the completion of each wave (as defined in **Exhibit A**) to review and discuss the POS Discount Program in good faith to determine: (i) whether and how cost savings may be achieved; and/or (ii) whether Actavis elects to continue the POS Discount Program.

### III. REPRESENTATIONS AND WARRANTIES.

Each party hereby represents and warrants to the other parties the following:

**3.01 Authorization and Enforcement of Obligations.** Such party (a) has the corporate power and authority and the legal right to enter into this Agreement and to perform its obligations hereunder, and (b) has taken all necessary corporate action on its part to authorize the execution and delivery of this Agreement and the performance of its obligations hereunder. This Agreement has been duly executed and delivered on behalf of such party, and constitutes a legal, valid, binding obligation, enforceable against such party in accordance with its terms.

**3.02 No Conflict.** The execution and delivery of this Agreement and the performance of such party's obligations hereunder (a) do not conflict with or violate any requirement of applicable laws or regulations and (b) do not conflict with, violate, breach or constitute a default or require any consent under, any contractual obligation of such party.

**3.03 Compliance with Laws.** Such party shall perform its obligations under this Agreement in compliance with all federal, state and local laws, rules, regulations and guidelines, as amended from time to time, applicable to such entity and its obligations hereunder.

**3.04 Additional Representations and Warranties of Actavis.** Actavis represents and warrants to the other parties the following:

**A.** That any information provided by Actavis to Triple i complies, and continues to comply, with the Federal Food, Drug and Cosmetic Act, as amended, and all other applicable laws, rules and regulations and any information provided to Triple i does not infringe on any third party's intellectual property right (including, but not limited to, patent, trademark, service mark, copyright, trade dress).

**B.** That the Discount Coupons comply, and shall continue to comply, with FDA promotional and advertising regulations and guidance documents.

**3.05 Additional Representations and Warranties of Triple i.** Triple i represents and warrants to the other parties the following:

**A.** Triple i has all rights, title and interest in and to all computer programs, databases and other intellectual property needed to perform the services hereunder sufficient to enable Triple i to use them in performing the services hereunder.

**B.** None of the services contemplated hereunder or any development, use, production, distribution or exploitation thereof will infringe, misappropriate or violate any intellectual property or other right of any person or entity (including, without limitation, patent, trademark, service mark, copyright, trade dress).

### IV. CONFIDENTIAL INFORMATION.

**4.01 Nondisclosure.** During the term of this Agreement and for a period of five (5) years after expiration or termination of this Agreement, no party shall disclose, publish or otherwise make available (orally or in writing) any Confidential Information of the other party to any third party. For purposes of this Agreement, "Confidential Information" means all non-

public and/or proprietary information owned or possessed by the disclosing party, whether existing before the date of this Agreement or created hereafter, including, without limitation: all notes, books, papers, diagrams, documents, reports, memoranda, concepts, formal or analytical methods, technical or scientific data, unpublished findings, biological material, know-how, specifications, processes, techniques; intellectual property, patents, patent applications, trade secrets, inventions, discoveries, trademarks, services marks, trade dress, trade names and equivalents thereof; copyrights, mask works, registrations and applications thereof and any equivalents thereof; algorithms, programs, designs, drawings, or formulae; any engineering, manufacturing, marketing, financial or business plan, and all other data or information in whatever form, disclosed by one party to the other. Confidential Information also includes the terms and conditions of this Agreement.

The parties agree that the recipient of the Confidential Information shall not disclose, cause, or permit the disclosure of said Confidential Information to any third party or parties, without the prior written consent of the disclosing party, except for Confidential Information which is expressly excluded by the disclosing party in writing or any Confidential Information which: (a) was known to the receiving party at the time of disclosure by the disclosing party; (b) was generally available to the public at the time of disclosure by the disclosing party; (c) became known to the receiving party from a third party lawfully disclosing such information without breach of this Agreement or (d) was independently developed by or for the receiving party without regard to the Confidential Information.

In the event the receiving Party of Confidential Information is required by applicable law, regulation, rule, governmental authority, regulatory authority or by order of a court competent jurisdiction to disclose any Confidential Information, the receiving party shall give the disclosing party prompt notice thereof so that the disclosing party may seek an appropriate protective order to such required disclosure. The receiving party will reasonably cooperate with the disclosing party in its efforts to seek such protective order. In the event a party is still required to disclose this Agreement or any portion thereof, or to disclose any Confidential Information thereunder, it shall promptly notify the other party. The disclosing party shall use its best efforts to advance the other party's position, as applicable, that such Confidential Information should not be made publicly available.

Actavis acknowledges and agrees that from time to time Triple i may use Program data to analyze the performance of the POS Coupon Program ("Performance Reporting"). Each party agrees that Performance Reporting is considered Confidential Information.

Confidential Information may be disclosed, on a need to know basis, to consultants, agents, and advisors of either party; provided, that the receiving party shall cause those to whom Confidential Information or data is disclosed, regarding or concerning the matters contemplated herein to observe the restrictions set forth in this Section 4. Any party may also disclose such Confidential Information as it deems appropriate to its employees provided such employees have a need to know. The parties agree to enforce the terms and provisions herein as to any such employee, consultant, agent or advisor who receives Confidential Information hereunder, and to assume liability for any unauthorized use or disclosure of Confidential Information by any or all such persons.

The Parties agree that: (a) the confidentiality provisions contained herein are reasonable; (b) any breach of a receiving party's obligations hereunder will cause irreparable damage for which the disclosing party will have no adequate remedy at law; and (c) the disclosing Party

shall be entitled to seek and obtain an injunction and immediate restraints against any breach, threatened breach, or potential breach, of this Agreement, in addition to any other remedy it may have under this Agreement, at law, or in equity.

Upon termination or expiration of this Agreement, or at the request of the disclosing party, the recipient of any Confidential Information shall promptly return all Confidential; provided however, that the recipient may retain one (1) confidential copy of the returned Confidential Information under the control of its counsel, solely to evidence the scope of its confidentiality obligations hereunder.

**4.02 No Publicity.** No party shall issue any press release or other public announcement, verbally or in writing, referring to the other party or any entity which controls, is controlled by or under common control of such party. Nothing contained herein shall limit the right of any party to issue a press release or public announcement if, in the opinion of such party's counsel, such press release or public announcement is required pursuant to state or federal securities laws, rules or regulations, or other applicable laws or by any governmental agency, in which case the party required to make the press release or public announcement shall promptly use its commercially reasonable efforts to obtain the approval of the other party as to the form, nature and extent of the press release or public announcement prior to issuing the press release or making the public announcement.

## **V. LIMITATIONS OF LIABILITY, INDEMNIFICATION AND INSURANCE.**

**5.01 Actavis Indemnification.** Actavis shall defend, indemnify, and hold harmless Triple i and their respective affiliates, directors, officers, employees and representatives from and against any and all claims, liabilities, losses, damages, costs, and expenses (including without limitation reasonable attorneys' fees) ("**Liability**") arising directly or indirectly out of: (a) subject to Sections 3.03 and 3.05, the Discount Coupon; (b) the fraud, intentional misconduct, omission or negligence of Actavis; (c) the use of the Product in the POS Coupon Program; (d) any intellectual property infringement actions (including patent, trademark, service mark, copyright trade dress, trade secret and other proprietary rights) brought by a third party in connection with the Discount Coupons or any other information provided to Triple i by Actavis under this Agreement and used by Triple i without modification; and (e) the breach of any warranty, representation, certification or obligation of Actavis under this Agreement, except that any of the foregoing arises out of or results from Triple i's obligations under this Agreement or Triple i's fraud, intentional misconduct, omission or negligence.

**5.02 Triple i Indemnification.** Subject to Section 5.05 below, Triple i shall defend, indemnify, and hold harmless Actavis, its affiliates and their respective directors, officers, employees and representatives from and against any and all Liability arising directly or indirectly out of: (a) the fraud, intentional misconduct, omission or negligence of Triple i; (b) any intellectual property infringement actions (including patent, trademark, service mark, copyright trade dress, trade secret and other proprietary rights) brought by a third party in connection with the Discount Coupons or any other information provided by Triple i under this Agreement and used by Triple i without modification; and (c) the breach of any warranty, representation, certification or obligation of Triple i under this Agreement, except that any of the foregoing arises out of or results from Actavis' obligations under this Agreement or Actavis' fraud, intentional misconduct, omission or negligence.

**5.03 Indemnity Process.** Each party agrees, to the extent reasonably practicable, to cooperate with the indemnifying party in the defense of any claims made by third party(ies) to which this Section 5 applies, including, but not limited to, (i) promptly notifying the indemnifying party and its applicable insurance carrier of the Liability to be indemnified; (ii) allowing the indemnifying party to conduct and control (at the cost and expense of such indemnifying party), at its option, the defense of such a claim and any related settlement negotiations, with the exception of a settlement which includes any admission of liability by the indemnified party, which admission may only be granted to the indemnifying party by the indemnified party in writing; and (iii) affording all reasonable assistance to the indemnifying party (at the cost and expense of such indemnifying party) and making no admission prejudicial to the defense of such a claim. Subject to other provisions of this Section 5, the indemnified party may, at its sole cost and expense, participate in the defense of any claim hereunder with counsel of its own choice.

**5.04 Limitation of Liability.**

**NO PARTY SHALL BE LIABLE TO THE OTHER PARTIES FOR ANY CONSEQUENTIAL (SPECIFICALLY EXCEPTING THOSE CONSEQUENTIAL DAMAGES ARISING FROM EACH PARTY'S OBLIGATION TO INDEMNIFY THE OTHER AS SET FORTH IN THIS SECTION 5), INCIDENTAL, INDIRECT, SPECIAL, OR OTHER SIMILAR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUES, PROFITS OR DATA, WHETHER IN CONTRACT OR TORT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), OTHER THAN CLAIMS BY THIRD PARTIES FOR SUCH CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR OTHER SIMILAR DAMAGES. FURTHER, NOTWITHSTANDING ANYTHING TO THE CONTRARY THAT MAY BE CONTAINED IN THIS AGREEMENT, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY IN THE AGGREGATE IN CONTRACT, TORT, OR OTHERWISE ARISING FROM THE RELATIONSHIP OF THE PARTIES OR THE CONDUCT OF BUSINESS UNDER THIS AGREEMENT, FOR AN AMOUNT EXCEEDING, IN THE AGGREGATE, THE TOTAL AMOUNT TO BE PAID FOR SERVICES UNDER THIS AGREEMENT.**

**5.05 Insurance.** Each party will, at its own cost and expense, maintain and keep in force during the term of this Agreement, commercial general liability, general public liability and property damage insurance against any insurable claim or claims which might or could arise regarding services provided under this Agreement. Such insurance will contain a minimum combined single limit of liability for bodily injury and property damage in the amounts of not less than \$2,000,000 per occurrence and \$10,000,000 in the aggregate, and will name the other party as an additional insured. In the event that any of the required policies of insurance are written on a claims-made basis, then such policies shall be maintained during the entire term of this Agreement and for a period of not less than three (3) years following the termination or expiration of this Agreement plus twelve (12) months of discovery. Each party will provide to the other party within fifteen (15) days after a party's request, an insurance certificate indicating the foregoing coverage, issued by an insurance company licensed to do business in the relevant states and signed by an authorized agent.

This Section 5 shall survive expiration or termination of this Agreement.

## VI. AUDIT AND INSPECTION.

During the term of this Agreement, upon thirty (30) days' prior written notice and during normal business hours, either party shall be entitled to audit and inspect those relevant records which are maintained by the other party in direct connection with its performance under this Agreement; provided, however: (i) the audit or inspection shall be performed by either bona fide permanent employees of the party conducting such audit or inspection, or a mutually agreed upon third-party auditor; and (ii) under no circumstances does either party have the right to audit: (a) the other party's internal costs or (b) accounts and/or records unrelated to the services contemplated hereunder.

## VII. DISPUTE RESOLUTION.

Subject to any provisions regarding equitable relief contained herein, the parties agree that any dispute, controversy or difference ("Dispute") that arises in connection with this Agreement shall first be presented for good faith resolution to the respective presidents or senior executives of each party. If no resolution is reached within thirty (30) days or such other reasonable period of time agreed to by the parties in writing, then either party may pursue appropriate legal and equitable relief, as provided by Applicable Law, in any court of competent jurisdiction, consistent with Section 8.01 below..

## VIII. MISCELLANEOUS.

**8.01 Governing Law.** This Agreement shall be governed by the laws of the state of Delaware, excluding its conflicts of laws provisions, and any litigation that may arise herefrom shall be instituted in any U.S. Federal or State court that has jurisdiction.

**8.02 Notices.** All notices and other communications between the parties which shall or may be given pursuant to this Agreement shall be deemed to have been sufficiently given when delivered by personal service or sent by registered mail, express delivery service or facsimile, to the recipient addressed as follows:

(a) If to **Triple i**:  
Triple i  
350 Starke Road  
Carlstadt, NJ 07072  
Attention: Tom Langan, President  
Facsimile: 201-231-6281

(b) If to **Actavis**:  
Actavis Kadian LLC.  
60 Columbia Road  
Bldg B  
Morristown, NJ 07960  
Attention: Nathalie Leitch

With a copy to:  
Actavis Kadian LLC  
60 Columbia Road  
Bldg B  
Morristown, NJ 07960  
Attn: Legal Department  
Facsimile: 973-993-4306

- 9 -



Any notice or other communication required or desired to be given to any party under this Agreement shall be in writing and shall be deemed given: (a) three (3) business days after such notice is deposited in the United States mail, first-class postage prepaid, and addressed to that party at the address for such party set forth above; (b) one (1) business day after delivered to Federal Express, Airborne, or any other similar express delivery service for delivery to that party at that address; or (c) when sent by facsimile transmission, with electronic confirmation, to that party at its facsimile number set forth above. Any party may change its address or facsimile number for notices under this Agreement by giving the other parties notice of such change.

**8.03 Entire Agreement.** This Agreement constitutes the entire Agreement between the parties relating to the subject matter of this Agreement, and this Agreement may not be amended, except in writing signed by a duly authorized representative of each party.

**8.04 Counterparts.** This Agreement may be executed in any number of counterparts, all of which together shall constitute a single Agreement.

**8.05 Assignment.** Neither of the parties may assign this Agreement without the prior written consent of the other party except in connection with the sale of all or substantially all of the stock or assets of such party related to this Agreement. Either party may assign this Agreement to an affiliated company, which is understood to be an entity controlled by, under the control of, or under common control with the assigning party. This Agreement will be binding upon the parties hereto, and their successors and permitted assigns.

**8.06 Waiver.** No failure by any party to insist upon strict compliance with any term of this Agreement, to enforce any right, or to seek any remedy upon any default of the other parties shall affect, or constitute a waiver of, the first party's right to insist upon strict compliance, to exercise that option, to enforce that right, or to seek that remedy with respect to that default or any prior, contemporaneous, or subsequent default. No custom or practice of the parties at variance with any provision of this Agreement shall affect, or constitute a waiver of, that party's right to demand strict compliance with all provisions of this Agreement.

**8.07 Independent Contractor.** The relationship of the parties is that of independent contractors, and no party shall incur any debts or make any commitments for the other parties except to the extent expressly provided in this Agreement. Nothing in this Agreement is intended to create or shall be construed as creating between the parties the relationship of joint ventures, co-partners, employer/employee or principal and agent.

**8.08 Force Majeure.** If the performance of any part of this Agreement by any party shall be prevented, restricted, interfered with or affected for any length of time by fire or other casualty, government restrictions, acts of terrorism, embargo, war, riots, strikes or labor disputes, lock out, transportation delays, acts of God, or any other causes which are beyond the reasonable control of such party, such party shall not be responsible for delay or failure of performance of this Agreement for such length of time ("**Force Majeure**"); provided however, that a delay in a party's obligation to repay or reimburse amounts, as applicable, during such Force Majeure period shall not constitute a waiver of such requirement thereafter. Neither party may terminate this Agreement because of such delay or failure of performance except upon thirty (30) days' prior written notice to the other party if the delay or failure of performance has existed for thirty (30) days and is continuing at the end of the thirty (30) day notice period; provided that the foregoing shall not restrict the right of Triple i to suspend claims processing in the event the

Claims Deposit is depleted.

**8.09 Sophisticated Parties.** Each party to this Agreement is a sophisticated business party negotiating in good faith with the advice of legal counsel. Each party is hereby advised to seek the advice of legal counsel prior to executing this Agreement. Neither party shall be considered to be the party which drafted this Agreement and no presumptions regarding interpretation of this Agreement shall be made in connection with the preparation of this Agreement.

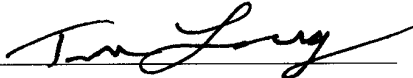
**8.10 Severability.** If any term of this Agreement is declared invalid or unenforceable by a court or other body of competent jurisdiction, the remaining terms of this Agreement will continue in full force and effect.

**8.11 Survival.** Sections III (Representations and Warranties), IV (Confidential Information), V (Limitations of Liability, Indemnification and Insurance), VI (Audit and Inspection) and VIII (Miscellaneous) shall survive termination or expiration of this Agreement.

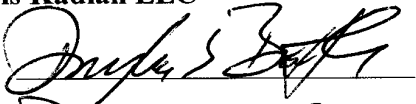
**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, this Agreement has been executed by the parties through their duly authorized officers effective as of the day and year first above written.

**Triple I Division of MediMedia USA, Inc.**

By:   
Name: Tom Langan  
Title: President, Triple i  
Date: March 18, 2009

**Actavis Kadian LLC**

By:   
Name: Douglas S. Bortle  
Title: CEO, Actavis Kadian LLC  
Date: 3/20/2009



## **EXECUTIVE SUMMARY**

Actavis has requested a proposal from Triple i for a Kadian co-pay assistance card. To successfully re-launch the Kadian POS Coupon Program (f/k/a Co-Pay Assistance Program), Triple i will communicate the acquisition of Kadian by Actavis and the launch of the program to certain physicians and Participating Pharmacies/Stores. The proposal will be self-explanatory while providing an execution overview for each portion of the program and a financial summary. All capitalized terms used herein shall have the same meaning ascribed thereto in the main text of the Agreement, unless otherwise defined in this **Exhibit A**.

## **PROGRAM OVERVIEW**

### **Physician Outreach Program**

- A file of 9,000 physicians with phone numbers will be provided by Actavis (“**Physician File**”).
- A contact database will be created by Triple i and the Physician File will be loaded therein.
- Triple i customer service representatives (“**CSR**”) will be trained on the approved call script provided by Actavis.
- Each physician in the Physician File will receive a phone call from a CSR to communicate the following:
  - Acquisition of Kadian by Actavis.
  - Launch of new Kadian POS Coupon Program.
  - Any additional program related to the Product which Actavis has assumed and chosen to continue.

### **Pharmacy Email Blast**

- Actavis to approve a pharmacy letter, a copy of which is attached hereto, which will subsequently be formatted into HTML.
- 3 test emails will be sent by Triple i for approval by Actavis.
- 43,300 Pharmacies/Stores will receive an email blast at the launch of the POS Coupon Program to introduce the new Kadian POS Coupon Program.

### **Discount Coupons**

#### **Program Assumptions and Description:**

- A list of physicians to be included in the POS Coupon Program will be provided by Actavis, with the assistance of Triple i.
- 280,000 Discount Coupons will be assembled into 28,000 units of 10.
- Each pack of 10 Discount Coupons will contain a re-order Business Reply Card.
- 10,000 Discount Coupons will be placed into inventory for fulfillment of physician requests.
- 1 Pack of 10 Discount Coupons will be sent to each physician with a letter from Actavis at the launch of the program (Wave 1).
- Each physician will receive 2 additional units of 10 Discount Coupons at a later date (Wave 2 and Wave 3).
  - Auto shipments fulfilled by Triple i.

- Program will run from January 1, 2009 through December 31, 2009.

**Web Coupon (Not applicable as of the Effective Date)**

- Set-up a coupon landing page for a printable one page coupon that offers up to \$50 off the patients out of pocket expense.
- Creative support to create a one page printable coupon.
- **Actavis will create a registration process on the web-site to capture name and address.**
  - **Patients are able to print out one coupon at a time.**
  - Coupons will print with unique identification numbers to allow for tracking unique redemptions.
  - All business rules described in this **Exhibit A** apply.

**Project Flow:**

- Triple i will co-ordinate the set up of the network to adjudicate the Discount Coupon.

**Program Execution:**

- Coordinate the design of the Discount Coupon.
- Print Discount Coupon.
- Selected physicians will receive 3 shipments of 10 coupons based upon the following schedule:
  - Wave 1 – To be shipped to each physician upon execution of the Agreement (“Wave 1”).
  - Wave 2 - Date of shipment to be determined (“Wave 2”).
  - Wave 3 - Date of shipment to be determined (“Wave 3”).

**Discount Coupon – Up to \$50 off each prescription**

- The system will be set up based on specific NDC number eligibility and any other Actavis pre-determined rules which would need to be included in the system (with the assistance of Triple i). This would include programming for multiple uses, the value of the Discount Coupon and adjudication purposes.
- Identified by the unique identification number, each patient will be limited to one Discount Coupon with a maximum benefit of up to \$600 over a 12 month period.
- The Discount Coupon can be used twice per month with a maximum benefit of up to \$50 for each redemption or as otherwise permitted under applicable law.
- The pharmacy will process the Discount Coupon utilizing the claims adjudication system. Pharmacists will be instructed on how to submit a secondary claim for the patient’s out-of-pocket expense.
- Patients utilizing the Discount Coupon will receive immediate benefit for their out of pocket expense.

- Any states that are determined to be ineligible due to legal restrictions for Discount Coupons would have an edit built into the program, and Discount Coupons would not be eligible for processing at the pharmacy in these states.
- **Any claim processed under Medicaid, Medicare or any governmental program is not eligible for redemption of this program.**
- This offer is not valid for Massachusetts residents unless they have no prescription drug insurance.
- The pharmacist will adjudicate the Discount Coupon and process through the adjudication system for reimbursement.
- There will be a pharmacy help desk provided for all pharmacies to call with questions on the processing.
- A separate Patient/Physician Help Desk support line to address any questions on the use of the Discount Coupons.
- The Discount Coupons will be adjudicated by the pharmacy utilizing the BIN#, RxPCN# and the ID#. The expiration date will be December 31, 2009.
- Triple i will accept pharmacy transmissions up to two weeks after the Discount Coupons's expiration date for prescriptions filled prior to or on the expiration date.
- Pharmacists will submit their claims through Triple i's claims processor and the Therapy First Network.
- The handling fee is a pass through charge back to Actavis.
- Contract must be signed and an 8 week pre-fund must be received prior to POS Coupon Program kickoff.

**Discount Coupon Production Specifications:**

- 280,000 Brochures
  - 100# Coated text
  - Flat 6 x 11; folded 3 3/4 x 6
- 280,000 Discount Coupon
  - 14pt laminated card
- Easel back stand
  - 18pt T1F; 4c
- Assembly
  - 28,000 units of 10 Discount Coupon will assemble
    - 10 brochures with a Discount Coupon spot glued to the 3<sup>rd</sup> panel and 10 PI will be placed into an easel back stand and shrink-wrapped.
    - Package insert provided by Actavis.

**Shipment:**

- UPS standard ground shipment shall apply unless otherwise mutually agreed upon by the parties in writing on a case-by-case basis.
- Fees for shipping shall be credited to Actavis' UPS account.

**Timing:**

- Set up and printing takes approximately 15 days from final approval of contract and copy reviews. In order to launch the program, an 8 week Claim Deposit must be provided.

**Reporting Details:**

- Monthly Standard reports will be provided to the Actavis brand team.
- Sample reports are attached hereto in Exhibit C.

**Payment Terms:**

- Initial Payment: The first payment will be invoiced upon completion of the print production. Payment includes the total cost for the Discount Coupon development, print production and database set-up.
- Claim Deposit: The current value of the Claim Deposit is \$360,000, which is approximately eight (8) weeks of anticipated redemptions. An eight (8) week Claim Deposit will be: (i) maintained throughout the term of the POS Coupon Program, (ii) adjusted accordingly based upon Quarterly Evaluations (in the event actual redemptions are equal to or less than twenty-five percent (25%) of the anticipated redemptions for the applicable calendar quarter, Triple i will reimburse Actavis such overage within fifteen (15) days of the applicable Quarterly Evaluation), and (iii) will be applied to the final payment. The Claim Deposit is used to pay the Participating Pharmacy for Product re-imburement every two (2) weeks and at that time, Triple i will promptly notify Actavis in writing if the balance falls below five (5) weeks of anticipated redemptions. The actual amount is billed monthly to replenish the Claim Deposit for reimbursement payments. Any remaining amounts in the Claim Deposit will be credited back to Actavis within forty-five (45) days of termination or expiration of the POS Coupon Program.
- Interim Payments: The interim payment will be invoiced monthly via a Claim Invoice or POS Program Invoice, as applicable based on the redemption rate for the Discount Coupons. This includes all variable cost as well as monthly fixed costs.
- Final Payment: The final payment will be invoiced upon completion of the program. Final payment will include all pass through expenses including postage and shipping, and the final Discount Coupon redemption report and processing.
- Invoices: Within thirty (30) days of the receipt of a Claim Invoice or POS Program Invoice, Actavis shall pay Triple i any undisputed Claim and such other applicable POS Coupon Program costs by check or electronic deposit as mutually agreed by Triple i and Actavis.

**PROGRAM FEES:**

**Economic Considerations**

Length of program	12 Months
Total Cards Distributed	280,000
Total Units of 10	28,000
Redemption Rate	10.0% Initial Enrollment

Reimbursement amount for patient co-pay, up to: Coupon Pricing \$48.00 (per redemption)

Task	Company	Quantity	Unit Cost	Total
<b>Loyalty Card Design, Production and Distribution</b> Triple i				
Creative and Design		1	\$4,500	\$4,500
Production, assembly and packaging / unit of 10		28,000	\$3.90	\$109,200
Program Coordination and Project Management		11	\$2,500	\$27,500
Ship out to targeted physicians			TBD	TBD
<b>TOTAL</b>				<b>\$141,200</b>
<b>Inbound/Outbound Call Center Help Line</b>				
Set-up and Management		1	\$7,500.00	\$7,500
Outbound Calls (average 3 to 5 min)		9,000	\$5.85	\$52,650
Help Desk assumes a 2 minute call @ 2.75 per call or a \$500 mth min.		12	\$500.00	\$6,000
<b>TOTAL</b>				<b>\$66,150</b>
<b>Pharmacy Email Blast</b>				
Development and Set-Up		1	\$2,800	\$2,800
Pharmacy Email List (43,330)		43	\$655.00	\$28,362
<b>TOTAL</b>				<b>\$31,162</b>
<b>Coupon Fulfillment</b>				
Database Development		1	\$5,250	\$5,250
BRC return / data capture and fulfillment (200/month)		2,400	\$2.75	\$6,600
Storage (\$22 per pallet/month)		24	\$22.00	\$528
PO Box		1	\$1,250.00	\$1,250
Postage		2,400	\$0.42	\$1,008
<b>TOTAL</b>				<b>\$14,636</b>



<b>Redemption Expenses</b>	Third Party Adjudicator		
Number of Cards Redeemed	28,000 Initial Enrollment		
Enrollment/1st Fill	10%	28,000 Redemptions	
Claim Reimbursement (\$50.00)		\$48.00	\$1,344,000
Processing fee (per redemption)		\$0.94	\$26,320
Pharmacy Handling Fee (Average)		\$1.25	\$35,000
Refill Redemptions <b>(Schedule on sheet 2)</b>	59.97%	16,792 Redemptions	
Claim Reimbursement (\$50.00)		\$48.00	\$806,006
Processing fee (per redemption)		\$0.94	\$15,784
Pharmacy Handling Fee (Average)		\$1.25	\$20,990

<b>Redemption Program Fees: Itemized Summary</b>			
Implementation Set-up Fee		\$8,500	\$8,500
Monthly Administrative Fees (Includes 1-800 Pharmacy Help Line)		\$1,500	\$18,000
Claim Reimbursement (\$50.00)		\$48.00	\$2,150,006
Processing fee (per redemption)		\$0.94	\$42,104
Pharmacy Handling Fee		\$1.25	\$55,990
<b>Reporting Options</b>	Set up	per Month	<b>Total</b>
Standard Reports	\$1,500	\$1,500	\$19,500
<b>REDEMPTION AND REPORTING TOTAL</b>			<b>\$2,294,100</b>
<b>TOTAL</b>			<b>\$ 2,547,248</b>

## Redemption Schedule

Refill Redemption Schedule				
2nd Fill		30%	8,400	Redemptions
	Claim Reimbursement (\$50.00)		\$48.00	\$403,200
	Processing fee (per redemption)		\$0.94	\$7,896
	Pharmacy Handling Fee (Average)		\$1.25	\$10,500
3rd Fill		50%	4,200	Redemptions
	Claim Reimbursement (\$50.00)		\$48.00	\$201,600
	Processing fee (per redemption)		\$0.94	\$3,948
	Pharmacy Handling Fee (Average)		\$1.25	\$5,250
4th Fill		50%	2,100	Redemptions
	Claim Reimbursement (\$50.00)		\$48.00	\$100,800
	Processing fee (per redemption)		\$0.94	\$1,974
	Pharmacy Handling Fee (Average)		\$1.25	\$2,625
5th Fill		50%	1,050	Redemptions
	Claim Reimbursement (\$50.00)		\$48.00	\$50,400
	Processing fee (per redemption)		\$0.94	\$987
	Pharmacy Handling Fee (Average)		\$1.25	\$1,313
6th Fill		50%	525	Redemptions
	Claim Reimbursement (\$50.00)		\$48.00	\$25,200
	Processing fee (per redemption)		\$0.94	\$494
	Pharmacy Handling Fee (Average)		\$1.25	\$656
7th Fill		50%	263	Redemptions
	Claim Reimbursement (\$50.00)		\$48.00	\$12,600
	Processing fee (per redemption)		\$0.94	\$247
	Pharmacy Handling Fee (Average)		\$1.25	\$328
8th Fill		50%	131	Redemptions
	Claim Reimbursement (\$50.00)		\$48.00	\$6,300
	Processing fee (per redemption)		\$0.94	\$123
	Pharmacy Handling Fee (Average)		\$1.25	\$164
9th Fill		50%	66	Redemptions
	Claim Reimbursement (\$50.00)		\$48.00	\$3,150
	Processing fee (per redemption)		\$0.94	\$62
	Pharmacy Handling Fee (Average)		\$1.25	\$82
10th Fill		50%	33	Redemptions
	Claim Reimbursement (\$50.00)		\$48.00	\$1,575
	Processing fee (per redemption)		\$0.94	\$31
	Pharmacy Handling Fee (Average)		\$1.25	\$41
11th Fill		50%	16	Redemptions
	Claim Reimbursement (\$50.00)		\$48.00	\$788
	Processing fee (per redemption)		\$0.94	\$15
	Pharmacy Handling Fee (Average)		\$1.25	\$21
12 Fill		50%	8	Redemptions
	Claim Reimbursement (\$50.00)		\$48.00	\$394
	Processing fee (per redemption)		\$0.94	\$8
	Pharmacy Handling Fee (Average)		\$1.25	\$10
<b>Refill Redemption Fees: Itemized Summary</b>				
	Total Refill Redemptions		59.97%	16,792
	Claim Reimbursement (\$50.00)		\$48.00	\$806,006
	Processing fee (per redemption)		\$0.94	\$15,784
	Pharmacy Handling Fee (Average)		\$1.25	\$20,990
	<b>Total</b>			<b>\$842,780</b>

Discount Coupon

Hardcopies to be provided.

save up to **\$50** each month toward your **KADIAN®** prescription.

Please see accompanying complete Prescribing Information.  
Expiration date: 12-31-09

Bin: 0100 Variable  
Group ID: 100K

For further information about KADIAN®, please visit [www.KADIAN.com](http://www.KADIAN.com) or call 1-877-437-4529.

**Patient Instructions:** Use this card to receive the discount on an eligible retail pharmacy prescription pending the receipt of the card. This card is valid for KADIAN®, and your pharmacist will present this card to receive the discount.

**Pharmacist Instructions:** Therapy First has been authorized to distribute you up to \$50 per month for the purchase of up to 100 capsules of KADIAN® when accompanied by a prescription for KADIAN®. For detailed terms, please refer to the attached card.

**To be Redeemed for a retail pharmacy cash:** Please refer this card to Therapy First. A call center team will verify your account will be credited by 15th of the month, and you will receive this input in your next statement. Therapy First, plus a handling fee.

**To be Redeemed for a point-of-purchase:** Please refer this card to Therapy First. For cash back in the Pharmacy First Pharmacy, it is the responsibility of the pharmacist to ensure the card is used as a secondary payment for the purchase. Other Pharmacy First Pharmacies are not eligible. This card is not valid for the purchase of other products. For more information, please refer to the attached card. For cash back in the Pharmacy First Pharmacy, it is the responsibility of the pharmacist to ensure the card is used as a secondary payment for the purchase. Other Pharmacy First Pharmacies are not eligible. This card is not valid for the purchase of other products. For more information, please refer to the attached card.

**For additional information:** Please refer to the attached information packet on the back of this card and the Therapy First.

**Can be used to receive the discount on a prescription if:** 1. It is used at participating pharmacies in the U.S. and the card is not used for more than one purchase. 2. The card is limited to one purchase per prescription. 3. The card is limited to one purchase per month. 4. The card is not used for the purchase of other products. 5. The card is not used for the purchase of other products. 6. The card is not used for the purchase of other products. 7. The card is not used for the purchase of other products. 8. The card is not used for the purchase of other products. 9. The card is not used for the purchase of other products. 10. The card is not used for the purchase of other products.

**Pharmacist Info:** For any questions regarding Therapy First and participating pharmacies, please call 1-800-437-4529. KADIAN® is a registered trademark of Actavis.

**Why is pain management important?**

Pain management is a large part of your overall health care plan. Many Americans suffer from chronic or ongoing pain. It can cause you to miss work and can even keep you from enjoying life. If left untreated, pain can place stress on your body and your mental health. Managing your pain the right way begins by talking to your healthcare provider. Discover the cause of your pain by taking note of what makes your pain start and what makes it worse.

**What is chronic pain?**

Chronic pain is ongoing and can last longer than 6 months. Chronic pain can be mild or severe. It can be intermittent and can keep you from your daily tasks.

**How can I treat my chronic pain?**

To help manage your pain, your healthcare provider will determine what level of pain control you need. Depending on what kind of pain you have and how it affects your life, your healthcare provider will choose a drug that works best for you.

**Please see accompanying complete Prescribing Information.**

**KADIAN® capsules are an extended-release oral formulation of morphine sulfate indicated for the management of moderate to severe pain when a continuous, around-the-clock oral analgesic is needed for an extended period of time. KADIAN® capsules are not for use as a pain analgesic.**

**Serious adverse reactions:**  
KADIAN® (morphine sulfate extended-release) Capsules contain morphine sulfate, an opioid agonist and a Schedule II controlled substance, with an abuse liability similar to other opioid agonists. KADIAN® can be abused in a manner similar to other opioid agonists, legal or illicit. This should be considered when prescribing or dispensing KADIAN® to individuals where the physician or pharmacist is concerned about an increased risk of misuse, abuse, or diversion.

Serious adverse reactions that may be associated with KADIAN® therapy in clinical use are those observed with other oral opioid analgesics and include: respiratory depression, respiratory arrest, circulatory depression, cardiac arrest, hypotension, and/or shock.

KADIAN® 100 mg and 200 mg capsules are for use in opioid-tolerant patients only. Ingestion of these capsules or of the pellets within the capsules may cause fatal respiratory depression when administered to patients not already tolerant to high doses of opioids.

KADIAN® capsules are to be swallowed whole or the contents of the capsules sprinkled on applesauce. The pellets in the capsules are not to be chewed, crushed, or dissolved due to the risk of rapid release and a less potent or a potentially fatal dose of morphine.

For further information about KADIAN®, please visit [www.KADIAN.com](http://www.KADIAN.com) or call 1-877-437-4529.

**Please see accompanying complete Prescribing Information.**  
KADIAN® is a registered trademark of Actavis.

actavis  
© 2009 Actavis. All rights reserved.  
KADIAN® January 2009  
Printed in USA.

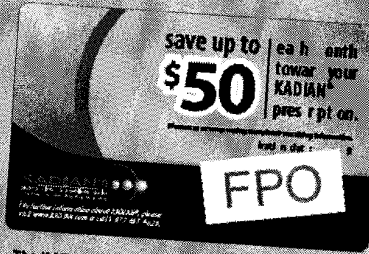
KADIAN®  
CO-PAY ASSISTANCE Program

Save up to **\$50** each month toward your **KADIAN®** prescription.  
Please see accompanying complete Prescribing Information.  
Expiration date: 12-31-09

Save up to **\$600** for 12 months!

For questions about this program please call 1-877-437-4529.  
Promotional only. For detailed terms, please see the Therapy First 1-800-437-4529.

**KADIAN®**  
CO-PAY ASSISTANCE Program



**The KADIAN® (morphine sulfate extended-release) Capsules Co-pay Assistance Program**

The KADIAN® Co-pay Assistance Program provides up to \$50 toward your co-pay or out-of-pocket cost for your KADIAN® prescriptions. Please see your pharmacist to help you determine your monthly savings amount.

Present this card with your KADIAN® prescription and insurance card, if applicable. You can use the coupon card with every prescription of KADIAN® until the expiration date that's printed on this card.

**Terms and Conditions:** Valid only at participating retail pharmacies in the US and Puerto Rico. Not valid through mail-order pharmacies. This offer is limited up to nine coupons per prescription. Card is limited to 1 per patient for the life of the program and is not transferable. This coupon card is not valid for prescriptions purchased under Medicaid, Medicare, federal or state programs (including state prescription drug programs, private indemnity or HMO insurance plans which reimburse you for the entire cost of your prescription drugs). This offer is not valid in Massachusetts, except for cash paying patients. Void where prohibited by law, taxed or restricted. Activis reserves the right to amend, revoke or amend this offer without notice at any time.

Please call 1-877-627-4629 for more information.

**KADIAN® (morphine sulfate extended-release) Capsules \$50 Multi-Use Coupon FAQ Sheet**

**Question:** Do I have to call an 800 number or go onto the Internet to activate the card?

**Answer:** No. The card is already active. Simply present the card with a valid 30-day prescription for KADIAN® capsules to your pharmacist. You can request a card at [www.kadian.com](http://www.kadian.com).

**Question:** Do I have to present the card every time?

**Answer:** Present this card to your pharmacist every time you fill your KADIAN® prescription.

**Question:** What if I have an issue with redeeming the \$50 multi-use coupon card at the pharmacy?

**Answer:** You must contact the Help Desk at 1-877-627-4629 to address this issue.

**Question:** How long do I have to wait before I can use the card for the next prescription?

**Answer:** You can use the card after 23 days of the last fill date.

**Question:** Can I use the card with mail order programs?

**Answer:** No. You can not use this card with participating mail order pharmacies. To find a local pharmacy that participates, please contact the Help Desk at 1-877-627-4629.

**Question:** Can I use the \$50 multi-use coupon card after the expiration date?

**Answer:** No. The card cannot be used past the expiration date.

**If you have any questions or how to use your Co-Pay Assistance Card, please call 1-877-627-4629.**

**Easel Back Stand**

Hardcopy to be provided.



**Kadian 2009 Inbound Calls Coupon NDC Utilization Report**

Issue Date: 2/1/2009

Period: January 2009								
Drug Name	Form Strength	NDC	Redemptions	NDC Share %	Patient Expense	Coupon Amount	Sales Tax	Total Paid to Pharmacy
Kadian 2009 Inbound	20MG	63857032211	13	24.53%	\$219.17	\$573.12	\$0.00	\$792.29
Kadian 2009 Inbound	50MG	63857032311	1	1.89%	\$0.00	\$45.00	\$0.00	\$45.00
Kadian 2009 Inbound	100MG	63857032411	7	13.21%	\$64.52	\$255.00	\$0.00	\$319.52
Kadian 2009 Inbound	30MG	63857032511	11	20.75%	\$343.87	\$470.00	\$0.00	\$813.87
Kadian 2009 Inbound	60MG	63857032611	15	28.30%	\$106.71	\$664.63	\$0.00	\$771.34
Kadian 2009 Inbound	10MG	63857041011	2	3.77%	\$40.00	\$85.00	\$0.00	\$125.00
Kadian 2009 Inbound	80MG	63857041211	4	7.55%	\$0.00	\$110.00	\$0.00	\$110.00
<b>Period Totals:</b>			<b>53</b>	<b>100.00%</b>	<b>\$774.27</b>	<b>\$2,202.75</b>	<b>\$0.00</b>	<b>\$2,977.02</b>

Program Totals Through January 2009								
Drug Name	Form Strength	NDC	Redemptions	NDC Share %	Patient Expense	Coupon Amount	Sales Tax	Total Paid to Pharmacy
Kadian 2009 Inbound	20MG	63857032211	13	24.53%	\$219.17	\$573.12	\$0.00	\$792.29
Kadian 2009 Inbound	50MG	63857032311	1	1.89%	\$0.00	\$45.00	\$0.00	\$45.00
Kadian 2009 Inbound	100MG	63857032411	7	13.21%	\$64.52	\$255.00	\$0.00	\$319.52
Kadian 2009 Inbound	30MG	63857032511	11	20.75%	\$343.87	\$470.00	\$0.00	\$813.87
Kadian 2009 Inbound	60MG	63857032611	15	28.30%	\$106.71	\$664.63	\$0.00	\$771.34
Kadian 2009 Inbound	10MG	63857041011	2	3.77%	\$40.00	\$85.00	\$0.00	\$125.00
Kadian 2009 Inbound	80MG	63857041211	4	7.55%	\$0.00	\$110.00	\$0.00	\$110.00
<b>Program Totals:</b>			<b>53</b>	<b>100.00%</b>	<b>\$774.27</b>	<b>\$2,202.75</b>	<b>\$0.00</b>	<b>\$2,977.02</b>

- ~ Patient Expense is the patient's Co-Pay Amount
- ~ Coupon Amount is the equivalent to Total Amount Paid (by the sponsoring pharma company)
- ~ Total Paid to Pharmacy is the Sum of Ingredient Cost, Dispensing Fee and Sales Tax



**Kadian 2009 Inbound Calls Coupon Physician Ranking Report**

Period: January 2009

DEA Number	Prescriber Name	Address	City	State	Zip	Redemption Counts			
						Period	YTD	MAT	PTD
1215974944	PEREZ, CHRISTOPHER	606 NW 112TH WAY	POMPANO BEACH	FL	33071	1	1	1	1
1235108853	SLOAN, ALLEN	1168 W MARTINTOWN RD	NORTH AUGUSTA	SC	29841	1	1	1	1
1245232693	HALLEY, RANDALL	105 S RIDGECREST AVE	NIXA	MO	65714	1	1	1	1
1265468490	HOPE, ELLEN	1110 N CLASSEN BLVD	OKLAHOMA CITY	OK	73106	1	1	1	1
1326028630	SIEGEL, ALAN	967 N UNIVERSITY DR	POMPANO BEACH	FL	33071	1	1	1	1
1336103365	GORE, HERMAN	900 COX RD	GASTONIA	NC	28054	1	1	1	1
1336186915	DROUUR, NATHANIEL	1210 S OLD DIXIE HWY	JUPITER	FL	33458	1	1	1	1
1356345714	SCHWARTZ, MICHAEL	4334 NW EXPRESSWAY	OKLAHOMA CITY	OK	73116	1	1	1	1
1417053414	STODDARD, SARA	1205 CORPORATE CENTER DR	OCONOMOWOC	WI	53066	1	1	1	1
1427133552	STANTON-HICKS, MICHAEL	9500 EUCLID AVE	CLEVELAND	OH	44195	1	1	1	1
1447255708	RISON, ALLAN	47 CAVALIER BLVD	FLORENCE	KY	41042	1	1	1	1
1497723449	SCHMIDT, JEANETTE	621 W COLUMBIA ST	EVANSVILLE	IN	47710	1	1	1	1
1508839689	HATCH, STEPHEN	10228 DUPONT CIRCLE DR E	FORT WAYNE	IN	46825	1	1	1	1
1588678783	BROWDER, JOE	220 FORT SANDERS WEST BLVD	KNOXVILLE	TN	37922	1	1	1	1
1619948429	HANNA, ASHRAF	2250 DREW ST	CLEARWATER	FL	33765	1	1	1	1
1649338294	SHEAR, EVA	2411 W BELVEDERE AVE	BALTIMORE	MD	21215	1	1	1	1
1669567434	ELLISON, GREGORY	2127 E BASELINE RD	MESA	AZ	85202	1	1	1	1
<b>Grand Totals:</b>						<b>17</b>	<b>17</b>	<b>17</b>	<b>17</b>



Kadian 2009 Inbound Calls Coupon Pharmacy Ranking Report  
 Period: January 2009

NABP Number	Pharmacy	Address	City	State	Zip	Redemption Counts		
						Period	YTD	MAT
3725035	WALGREEN DRUG STORE #11295	1005 ARLINGTON ST	ADA	OK	74820	1	1	1
3941766	RITE AID PHARMACY #11009	5430 PEACH STREET	ERIE	PA	16509	1	1	1
4209222	CVS PHARMACY #04388	16 BELVEDERE RD	BEECH ISLAND	SC	29842	1	1	1
4353962	WALGREEN DRUG STORE #10572	100 E SIOUX AVE	PIERRE	SD	57501	1	1	1
4431172	WALGREEN DRUG STORE #4084	4542 HIGHWAY 58	CHATTANOOGA	TN	37416	1	1	1
4435322	WALGREEN DRUG STORE #6738	2109 JACKSBORO PIKE	LA FOLLETTE	TN	37766	1	1	1
4439724	EXPRESS SAVE ON DRUGS LLC	622 W MARKET ST	BOLIVAR	TN	38008	1	1	1
4539360	CVS PHARMACY #08393	2101 W SPRING CREEK PKWY	PLANO	TX	75023	1	1	1
4560959	TOM THUMB #3555	3300 HARWOOD	BEDFORD	TX	76021	1	1	1
4593338	HEB PHARMACY #96	7025 VILLAGE CENTER DR	AUSTIN	TX	78731	1	1	1
4608507	DICKS FAMILY PHARMACY	2280 S ORCHARD DR	BOUNTIFUL	UT	84010	1	1	1
4810277	GLOUCESTER PHARMACY	7453 HARGETT BLVD	GLOUCESTER	VA	23061	1	1	1
4838441	WALGREEN DRUG STORE #9046	1460 LEE HWY	BRISTOL	VA	24201	1	1	1
5114246	WALGREEN DRUG STORE #3567	1021 SUMMIT AVENUE	OCONOMOWOC	WI	53066	1	1	1
5115325	SHOPKO PHARMACY #30	2500 E US HIGHWAY 14	JANESVILLE	WI	53545	1	1	1
5118826	WALGREEN DRUG STORE #2042	W61N294 WASHINGTON AVE	CEDARBURG	WI	53012	1	1	1
5121215	PHILLIPS ROCHE A CRI PHARMACY	402 WEST LAKE ST	FRIENDSHIP	WI	53934	1	1	1
<b>Grand Totals:</b>						17	17	17

35507

**AMENDMENT #3 TO THE  
ADJUDICATED DISCOUNT COUPON PROGRAM AGREEMENT**

**by and between**

**Actavis Kadian LLC**

**and**

**Triple i Division of MediMedia USA, Inc.**

**THIS AMENDMENT TO THE ADJUDICATED DISCOUNT PROGRAM AGREEMENT** (the "Amendment"), is effective September 16, 2010, (the "Effective Date"), by and between Actavis Kadian LLC, a limited liability company registered in Delaware, having offices at 60 Columbia Road, Bldg B, Morristown, New Jersey 07960 ("Actavis") and Triple i Division of MediMedia USA, Inc., having offices at 350 Starke Road, Carlstadt, New Jersey ("Triple i"), who together may be referred to collectively as "Parties" or individually as "Party". Any defined terms have the same meaning set forth in the Agreement (as defined below).

**WHEREAS**, effective January 1, 2009, Actavis and Triple i entered into an Adjudicated Discount Coupon Program Agreement, as amended (the "Agreement") for the purposes of obtaining the services of Triple i in connection with Actavis' branded product KADIAN® (the "Product"); and

**WHEREAS**, Actavis and Triple i wish to amend the Agreement to update the Services and Program Fees.

**NOW, THEREFORE**, in consideration of the various promises and undertakings set forth herein, Actavis and Triple i agree as follows:

1. The Services listed on Exhibit A of the Agreement shall be amended to include the Services detailed on Attachment A hereto.
2. The Production and Assembly fee and the Production and folding of PI fee under the Loyalty Card Design, Production and Distributor Triple i Section of the Program Fees listed on Exhibit A of the Agreement shall be deleted in its entirety and replaced with the following:

<u>"Task</u>	<u>Company</u>	<u>Quantity</u>	<u>Unit Cost</u>	<u>Total</u>
Loyalty Card Production Rework and Distribution Triple i				
Production and Assembly		10,000	\$7.36	\$73,600.00
Production and folding of PI		100,000	\$0.07	\$7,000.00
Ship out to reps/alternate location			TBD	TBD
<b>TOTAL</b>				<b>\$80,600.00</b>

3. Counterparts. This Amendment may be executed in any number of counterparts, including by facsimile or pdf file, each of which shall be an original instrument and all of which, when taken together, shall constitute one and the same agreement.
4. Entire Agreement; Amendment. The remainder of the Agreement remains in full force and effect. This Amendment and the Agreement, including the Exhibits attached thereto contain the entire understanding of the Parties with respect to the subject matter hereof and supersedes all previous verbal and written letters, agreements, representations and warranties. In the event of

9/16/10

CONFIDENTIAL

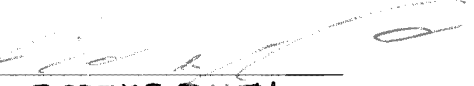


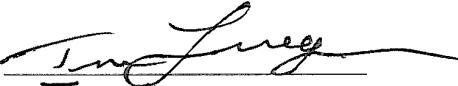
any conflict among the terms and provisions of this Amendment and the Agreement shall control.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be duly executed by authorized officers as of the Effective Date, each copy of which shall for all purposes be deemed to be an original.

ACTAVIS KADIAN LLC

TRIPLE I DIVISION OF  
MEDIMEDIA USA, INC.

By:   
Name: TERRENCE FULLEM  
Title: VICE PRESIDENT, COMMERCIAL DEVELOPMENT

By:   
Name: Tom Langan  
Title: President, Triple i

- Pharmacists will submit their claims through Triple i's claims processor and the Therapy First Network
- The handling fee is a pass through charge back to the client

**Timing:**

- Set-up and printing takes approximately 15-20 days from final approval of contract and copy reviews

**Reporting Details:**

- Monthly Standard reports will be provided to the Actavis brand team.

355074

**EXECUTION VERSION**

**AMENDMENT #1 TO THE  
ADJUDICATED DISCOUNT COUPON PROGRAM AGREEMENT**

**by and between**

**Actavis Kadian LLC**

**and**

**Triple i Division of MediMedia USA, Inc.**

**THIS AMENDMENT TO THE ADJUDICATED DISCOUNT COUPON PROGRAM AGREEMENT** (the "Amendment"), is made as of December 10, 2009, (the "Effective Date"), by and between Actavis Kadian LLC, a limited liability company registered in Delaware, having offices at 60 Columbia Road, Bldg B, Morristown, New Jersey 07960 ("Actavis") and Triple i Division of MediMedia USA, Inc., having offices at 350 Starke Road, Carlstadt, New Jersey ("Triple i"), who together may hereinafter be referred to collectively as "Parties" or individually as "Party". Any defined terms used herein shall have the same meaning set forth in the Agreement (as defined below).

**WHEREAS**, effective January 1, 2009, Actavis and Triple i entered into an Adjudicated Discount Coupon Program Agreement (the "Agreement") for the purposes of obtaining the services of Triple i in connection with Actavis' branded product KADIAN® (the "Product");

**WHEREAS**, Actavis and Triple i wish to amend the Agreement to extend the term of the Agreement, update the Services and Program Fees and modify certain terms and conditions.

**NOW, THEREFORE**, in consideration of the various promises and undertakings set forth herein, Actavis and Triple i agree as follows:

1. The Parties wish to extend the term of the Agreement to December 31, 2010.
2. From and after the Effective Date, the Services listed on Exhibit A of the Agreement shall be amended to include the Services listed on Attachment A.
3. From and after the Effective Date, the Program Fees listed on Exhibit A of the Agreement shall be deleted in its entirety and replaced with the Program Fees listed on Attachment A.
4. Section 1.03 Claim Deposit shall be deleted in its entirety and replaced with the following language:

"During the term of this Agreement, the Claim Deposit shall be maintained at no less than five (5) weeks of anticipated Claims (as defined below); provided, however, that Triple i shall promptly notify Actavis, in writing, if the balance of the Claim Deposit falls below four (4) weeks of anticipated Claims when the Participating Pharmacies are paid ("Claim Deposit Notice"). In the event that the Claim Deposit falls below an amount equal to three (3) weeks anticipated Claims, Triple i, at its option, may suspend the processing of Claims until the Claim Deposit is replenished to five (5) weeks of anticipated Claims, or terminate the POS Coupon Program; provided that the Claim Deposit has not been replenished within fifteen (15) days from the date Actavis received the Claim Deposit Notice from Triple i."

CONFIDENTIAL

5. Section 1.04 Payment and Submission of Claims shall be deleted in its entirety and replaced with the following language:

"A. On a bi-monthly basis, Triple i shall, via facsimile or other mutually agreed upon electronic means, provide to Actavis, an invoice stating the Product name, the total amount of the redeemed Discount Coupons for the previous bi-month period (the "Claim"), Actavis contact name, telephone and facsimile numbers (the "Invoice").

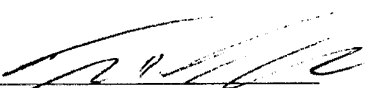
B. Within fifteen (15) days of the receipt of an Invoice, Actavis shall pay Triple i any undisputed Claim by check or electronic deposit as mutually agreed by Triple i and Actavis. If Actavis disputes the amount of any Claim, Actavis shall notify Triple i within ten (10) business days of receipt of the Invoice, giving in writing its reasons for disputing the amount and any supporting documentation. Failure to provide such notice shall waive Actavis' right to dispute such Invoice."


6. Counterparts. This Amendment may be executed in any number of counterparts each of which shall be an original instrument and all of which, when taken together, shall constitute one and the same agreement.
7. Entire Agreement: Amendment. The remainder of the Agreement remains in full force and effect. This Amendment and the Agreement, including the Exhibits attached thereto contain the entire understanding of the Parties with respect to the subject matter hereof and supersedes all previous verbal and written letters, agreements, representations and warranties. In the event of any conflict among the terms and provisions of this Amendment and the Agreement shall control.

**IN WITNESS WHEREOF**, the Parties have caused this Amendment to be duly executed by authorized officers as of the Effective Date, each copy of which shall for all purposes be deemed to be an original.

**ACTAVIS KADIAN LLC**

**TRIPLE I DIVISION OF  
MEDIMEDIA USA, INC.**

By:   
Name: Terrence Fullen  
Title: VP, Commercial Development

By:   
Name: Tom Langan  
Title: President

ATTACHMENT A

EXECUTIVE SUMMARY

Actavis has requested to extend the expiration of the KADIAN® POS Coupon Program. To notify physicians, Triple i will communicate the revised expiration date of December 31, 2010 to identify KADIAN® targets as well as non called-on physicians currently utilizing the KADIAN® POS Coupon Program. The proposal will be self-explanatory while providing an execution overview for each portion of the program and financial summary.

PROGRAM OVERVIEW

**Physician Outreach Program**

- A file of 1,911 physicians will be provided by Actavis.
- Triple i has also identified approximately 3,000 non-called on physicians who have participated in the KADIAN® POS Coupon Program.
- A letter will be mailed to each of the physicians communicating the extension to the expiration date of the KADIAN® POS Coupon Program which shall be approved by Actavis prior to distribution by Triple i.
- A subsequent mailing will be sent to the 3,000 non-called on physicians who have participated in the KADIAN® POS Coupon including a pack of Discount Coupons with brochures which shall be approved by Actavis prior to distribution by Triple i.
- A notification letter will be sent to the Participating Pharmacy that the POS Coupon Program is being extended through December 31, 2010 and systems need to be updated accordingly. Such notification letter shall be approved by Actavis prior to distribution by Triple i.

Discount Coupons

Program Assumptions and Description:

- A list of physicians to be included in the POS Coupon Program will be provided by Actavis.
- Non-called physicians will be mailed a supply of 10 Discount Coupons (approximately 3,000 physicians).
- 70,000 Patient Discount Coupons (and brochures) of the initial 280,000 Discount Coupons contemplated to be distributed will have the expiration date updated to reflect December 31, 2010.
  - A sticker with the new expiration date will be placed over the existing date on both the Discount Coupon and brochure.
  - Discount Coupon cards and brochure will be reassembled into 7,000 units of 10.
  - 70,000 package insert will be produced, folded and inserted into each brochure.

CONFIDENTIAL

**PROGRAM FEES**

**Kadian Coupon Program Extension**

Client	Actavis
Length of program	12 Months
Total Cards Distributed	70,000
Total Units of 10	7,000
Redemption Rate	5.0% Initial Enrollment

	<u>Coupon Pricing</u>
Reimbursement amount for patient co-pay, up to:	\$48.00 (per redemption)

Task	Company	Quantity	Unit Cost	Total
<b>Loyalty Card Design, Production and Distribution Triple i</b>				
Production and folding of PI		70,000	\$0.07	\$4,900.00
Production, assembly and packaging / unit of 10		7,000	\$2.90	\$20,300.00
Program Coordination and Project Management		12	\$2,000.00	\$24,000.00
Ship out to reps/alternate location			TBD	TBD
<b>TOTAL</b>				<b>\$44,300</b>
<b>Call Center Help Line</b>				
Help Desk assumes a 2 minute call @ 2.75 per call or a \$500 mth min.		12	\$500.00	\$6,000
<b>TOTAL</b>				<b>\$6,000</b>
<b>Direct Mail and Fulfillment</b>				
Letter creation		2	\$500.00	\$1,000
Extension letters		5,000	\$1.20	\$6,000
Coupon Shipments		3,000	\$2.75	\$8,250
Shipping		8,000	TBD	TBD
<b>TOTAL</b>				<b>\$14,250</b>
<b>Redemption Expenses Third Party Adjudicator</b>				
Number of Cards Redeemed		3,500 Initial Enrollment		
Enrollment/1st Fill		5%	3,500 Redemptions	
Claim Reimbursement (\$50.00)			\$48.00	\$168,000
Processing fee (per redemption)			\$0.94	\$3,290
Pharmacy Handling Fee (Average)			\$1.25	\$4,375
Refill Redemptions (Schedule on sheet 2)		59.97%	2,099 Redemptions	
Claim Reimbursement (\$50.00)			\$48.00	\$100,751
Processing fee (per redemption)			\$0.94	\$1,973
Pharmacy Handling Fee (Average)			\$1.25	\$2,624
<b>Redemption Program Fees: Itemized Summary</b>				
Monthly Administrative Fees (Includes 1-800 Pharmacy Help Line)			\$1,500	\$18,000
Claim Reimbursement (\$50.00)			\$48.00	\$268,751
Processing fee (per redemption)			\$0.94	\$5,263
Pharmacy Handling Fee			\$1.25	\$6,999
<b>Reporting Options</b>				
		Set up	per Month	Total
Standard Reports		\$0	\$1,500	\$18,000
<b>REDEMPTION AND REPORTING TOTAL</b>				<b>\$317,013</b>
<b>TOTAL</b>				<b>\$ 381,563</b>

CONFIDENTIAL

**PROGRAM FEES (Cont)**

<b>Refill Redemption Schedule</b>			
2nd Fill		30%	1,050 Redemptions
	Claim Reimbursement (\$50.00)		\$48.00 \$50,400
	Processing fee (per redemption)		\$0.94 \$987
	Pharmacy Handling Fee (Average)		\$1.25 \$1,313
3rd Fill		50%	525 Redemptions
	Claim Reimbursement (\$50.00)		\$48.00 \$25,200
	Processing fee (per redemption)		\$0.94 \$494
	Pharmacy Handling Fee (Average)		\$1.25 \$656
4th Fill		50%	263 Redemptions
	Claim Reimbursement (\$50.00)		\$48.00 \$12,600
	Processing fee (per redemption)		\$0.94 \$247
	Pharmacy Handling Fee (Average)		\$1.25 \$328
5th Fill		50%	131 Redemptions
	Claim Reimbursement (\$50.00)		\$48.00 \$6,300
	Processing fee (per redemption)		\$0.94 \$123
	Pharmacy Handling Fee (Average)		\$1.25 \$164
6th Fill		50%	66 Redemptions
	Claim Reimbursement (\$50.00)		\$48.00 \$3,150
	Processing fee (per redemption)		\$0.94 \$62
	Pharmacy Handling Fee (Average)		\$1.25 \$82
7th Fill		50%	33 Redemptions
	Claim Reimbursement (\$50.00)		\$48.00 \$1,575
	Processing fee (per redemption)		\$0.94 \$31
	Pharmacy Handling Fee (Average)		\$1.25 \$41
8th Fill		50%	16 Redemptions
	Claim Reimbursement (\$50.00)		\$48.00 \$788
	Processing fee (per redemption)		\$0.94 \$15
	Pharmacy Handling Fee (Average)		\$1.25 \$21
9th Fill		50%	8 Redemptions
	Claim Reimbursement (\$50.00)		\$48.00 \$394
	Processing fee (per redemption)		\$0.94 \$8
	Pharmacy Handling Fee (Average)		\$1.25 \$10
10th Fill		50%	4 Redemptions
	Claim Reimbursement (\$50.00)		\$48.00 \$197
	Processing fee (per redemption)		\$0.94 \$4
	Pharmacy Handling Fee (Average)		\$1.25 \$5
11th Fill		50%	2 Redemptions
	Claim Reimbursement (\$50.00)		\$48.00 \$98
	Processing fee (per redemption)		\$0.94 \$2
	Pharmacy Handling Fee (Average)		\$1.25 \$3
12th Fill		50%	1 Redemptions
	Claim Reimbursement (\$50.00)		\$48.00 \$49
	Processing fee (per redemption)		\$0.94 \$1
	Pharmacy Handling Fee (Average)		\$1.25 \$1
<b>Refill Redemption Fees: Itemized Summary</b>			
	Total Refill Redemptions	59.97%	2,099
	Claim Reimbursement (\$50.00)	\$48.00	\$100,751
	Processing fee (per redemption)	\$0.94	\$1,973
	Pharmacy Handling Fee (Average)	\$1.25	\$2,624
	<b>Total</b>		<b>\$105,348</b>

**Change Order Addendum to the  
ADJUDICATED DISCOUNT COUPON PROGRAM AGREEMENT  
dated January 1, 2009, as amended**

**Product:** Kadian  
**Program:** Kadian Adjudicated Generic Co-Pay Discount Coupon Program  
**Salesperson:** Joe McHale / Medimedia, LLC (“MediMedia Health”)  
**Agreement #:** SDOC0005136  
**Date:** August 17, 2012

The Kadian brand team of Actavis Kadian, LLC (“Actavis”) has requested that Medimedia Health produce the original Kadian coupon cards and brochure to the following specifications. The Kadian Coupon Program offer will remain the same for 2012, assumes no changes to current business rules.

**Kadian Coupon Reprint Specifications**

- Laminated Coupon Card – 2 1/8 x 3 3/8, 15 pt plus 1.5 film lam 2 sides, 4/4, variable IDs
- Each kit holds 10 brochures, 10 cards and 11 PIs

	Quantity	Unit Cost	Total
<b><u>Production and Assembly of 10,000 Kits</u></b> (1 kit holds 10 brochures, 10 cards, 11 PIs)			
- Includes new artwork provided by KADIAN team	10,000	\$7.17	\$71,700.00
- Rep Shipment Pack-Outs (per rep address)	52	\$6.75	\$351.00
- Generic Co-Pay Program Business Rule Change	1	\$500.00	\$500.00
- Add New NDCs and New Group	1	\$1,500.00	\$1,500.00
<b>Rep Shipment Cost</b>		TBD	TBD
<b>TOTAL</b>			<b>\$74,051.00</b>

\*MEDIMEDIA WILL BE ADDING A NEW GROUP AND NEW NDC’S FOR NEW STRENGTHS FOR THE EXISTING GROUPS

Kadian 50.00 off Co Pay Card 2010	LCKDN227
Kadian 50.00 off Co Pay Card 2010	LCUKD655
Kadian 50.00 off Co Pay Card 2010	LCUKD655
Kadian 2009 PPI Coupon	LCKPP893
Kadian 2009 Inbound Call Coupon	LCNBD891



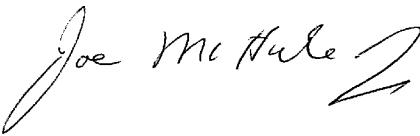
By signature of an authorized representative of the respective party, Actavis Kadian, LLC hereby engages and MediMedia, LLC hereby accepts such engagement to provide the services specified above. This Change Order is incorporated into and governed by the Adjudicated Coupon Program Agreement dated January 1, 2009, by and between the parties.

Approved by

\_\_\_\_\_  
Nathalie Leitch  
Title:  
Actavis  
Authorized Representative

\_\_\_\_\_  
Date

Approved by

  
\_\_\_\_\_  
Joe McHale  
Sr Vice President  
MediMedia, LLC  
Authorized Representative

\_\_\_\_\_  
August 17, 2012  
Date