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**From:** Doug Boothe <dboothe@actavis.com>  
**Sent:** Saturday, December 31, 2005 10:09 AM  
**To:** Elin Gabriel  
**Cc:** Barbara Ellison/QA/ELZ/Alpharma; Chris.Young@alpharma.com;  
John.Deighan@alpharma.com; John.LaRocca@alpharma.com;  
Michael.McGee@alpharma.com; Samir Ghodbane; Stuart Glickman;  
William.Carle@alpharma.com  
**Subject:** Re: New Jersey Ancillary Agreements with Alpharma

Elin -

Excellent approach - thanks.

John L - I agree w/Elin's request for a 1-pager (or so) which summarizes the key agreement points, deadlines, criteria for breach/remedy.

Let's lock this down ASAP in January.

Happy New Years all!

Doug Boothe  
Chief Operating Officer  
Actavis US  
908-653-8107

Elin Gabriel/AD/ELZ/Alpharma

12/29/2005 07:38 PM

To Chris.Young@alpharma.com@Alpharma, Samir Ghodbane/RD/ELZ/Alpharma@Alpharma, John.LaRocca@alpharma.com@ALPHARMA, William.Carle@alpharma.com@Alpharma, Barbara Ellison/QA/ELZ/Alpharma@Alpharma, Stuart Glickman/EN/WIN/Alpharma@Alpharma  
cc John.Deighan@alpharma.com@Alpharma, Doug.Boothe@alpharma.com@Alpharma, Michael.McGee@alpharma.com@ALPHARMA  
Subject New Jersey Ancillary Agreements with Alpharma

**Hi --** I am attaching all the agreements that pertain to the New Jersey sites & Kadian along with a few comments. All are effective Dec 19, 2005. I have noted who I think should be the primary management owner of each contract ... it is your responsibility to become completely familiar with all aspects of the agreement and communicate as appropriate with other key stakeholders re: Alpharma's rights and commitments and Actavis's rights and commitments. Please read these very thoroughly and ensure that all necessary procedures, communication, etc. are in place so all contractual obligations are fulfilled per the terms. **Please complete your review by January 13, 2006 and communicate necessary info not later than the end of Jan 2006.**

# Attorney-Client

**Bill** - please review these and make sure all necessary financial procedures, calculations and payments between Purepac - Alpharma are in place and being made within the time frames specified in these contracts.

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CONFIDENTIAL - SUBJECT TO PROTECTIVE ORDER

PLAINTIFF  
TRIAL EXHIBIT  
**P-04430\_0001**

ALLERGAN\_MDL\_01415392  
P-04430\_00001

**Chris & Samir & Barbara & Stuart** - as designated Key Owners, please become intimately familiar with the agreements and communicate necessary information to all other members of the Eliz / NJ & CDC staff as appropriate to ensure that all understand their obligations and will abide by the terms of the agreements.

**Mike** - all these have some implied or explicit obligations with respect to systems and support, so I am copying you on these. See comment re: the CDC agreement.

**Doug & John - FYI.**

**Elizabeth Shared Facility Agreement - Samir = Key Owner**

[attachment "#19\_Elizabeth Shared Facility Agreement.pdf" deleted by Doug Boothe/AD/CRA/Alpharma]

- Term = Dec 31, 2008, can be extended
- \$20,000 per month fee to Actavis - Purepac from Alpharma
- for whom does Marty Grab work? I don't follow the language on page 4

**Piscataway License Agreement, Chris = Key Owner**

[attachment "#20\_Piscataway Shared Facility Agreement.pdf" deleted by Doug Boothe/AD/CRA/Alpharma]

- Term = 6 months from Dec 19, 2005, can be extended
- \$115,666 per month for 1st 6 months from Actavis-Purepac to Alpharma, \$149,000 minimum per month thereafter if term is extended.
- Can cancel with 30 days notice, if terminate before the 1st 6 months, must agree on a reduction in rent costs. At the latest, we must have a plan to fully exit by the end of the 1st 6 months

**Kadian Toll Manufacturing Agreement, Barbara & Chris = Joint Key Owners**

[attachment "#21\_Elizabeth Facility Toll Manufacturing Agreement\_Kadian.pdf" deleted by Doug Boothe/AD/CRA/Alpharma]

- Term = through Dec 31, 2010, can be extended
- The price Alpharma will pay to Actavis - Purepac is the actual material costs + 1.75 x \$75.37 per 1000 capsules 4-wall conversion cost
- Alpharma selects and approves all suppliers
- Alpharma purchases API and also manages that business relationship, we test all API within 30-days of receipt, report all deficiencies to Alpharma for them to manage ... **John** - it is not clear to me who actually orders the API, is that Alpharma or us?
- Actavis purchases and test the excipients, inactive raw materials and packaging materials from suppliers selected and approved by Alpharma
- Pay particular attention to Sections 6, 7, 8 & 9

**Kadian Distribution & warehousing Agreement, Stuart - Key Owner**

[attachment "#26\_Branded Pharmaceutical Distribution Agreement\_Kadian Warehousing.pdf" deleted by Doug Boothe/AD/CRA/Alpharma]

- Term = Dec 31, 2010, can be extended
- Alpharma will pay Actavis - CDC \$0.50 for every container of product shipped to and handled by the CDC, we handle all order-fulfillment tasks
- Alpharma will reimburse Actavis for actual outbound freight costs (at Dead Net Costs, see definition)
- **Mike** - see #9 of appendix 1 ... this seems extremely open-ended

**Happy reading ... and Happy new Year to you all :-)**

**Best regards - Elin**

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