PHARMACEUTICAL MANUFACTURER PURCHASE AGREEMENT

THIS AGREEMENT dated as of _____, 2014 (the "Effective Date"), by and among Mallinckrodt LLC, a Delaware limited liability company ("Manufacturer"), Remedi SeniorCare Holding Corporation ("Remedi") and each of the pharmacies listed on Schedule A attached hereto (each, a "Participating Pharmacy").

WHEREAS, Manufacturer is in the business of manufacturing and/or supplying certain pharmaceutical products; and

WHEREAS, Remedi has developed a certain virtual warehouse program (the "Remedi Virtual Warehouse Program"), pursuant to which it has (i) negotiated with certain drug manufacturers favorable pricing based on volume purchasing, and (ii) developed with certain distributors (each a "Distributor"), an inventory procurement and management program;

WHEREAS, Remedi has agreed to permit certain pharmacies (each, a "Participating Pharmacy" and collectively, "Participating Pharmacies") to participate in the Remedi Virtual Warehouse Program, provided each Participating Pharmacy shall abide by the terms and conditions of the Remedi Virtual Warehouse Participation Agreement between Remedi and such Participating Pharmacy and the terms and conditions of the agreements Remedi has negotiated with the Distributors (together with the Remedi Virtual Warehouse Agreement, the "Program Agreements");

WHEREAS, Remedi and the Participating Pharmacies wish to have Manufacturer supply each Participating Pharmacy with certain pharmaceutical products, under the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions herein, the sufficiency of which is expressly acknowledged, the Parties agree as follows:

1. **Supply of Products**. . Manufacturer shall sell to Participating Pharmacies the pharmaceutical products designated by their respective NDC identifiers set forth on Exhibit A attached hereto (the "Products") indirectly through the designated and authorized wholesale distributors set forth on Exhibit B (each, a "Distributor"). Remedi shall award the Products as a primary or sole source award. The Distributors designated on Exhibit B may be modified or supplemented by mutual written agreement of the Manufacturer and Remedi in the form of an amendment hereto.

2. **Product Pricing**.

(a) *Pricing*. Manufacturer shall sell a unit of Product to Participating Pharmacies under this Agreement at the unit price designated for such Product unit opposite the Product's NDC on Exhibit A. Manufacturer shall not charge any Distributor any fees or service charges of any kind related to this Agreement for Products purchased by a Distributor for Participating Pharmacies.

(b) Price Increases. . In the case of a price increase, Manufacturer will offer Remedi, on behalf of the Participating Pharmacies, a check for purchases made during the 45 day period following a price increase based on purchases made through Distributor as reported via through verified chargeback submissions submitted by Distributor to Manufacturer. The amount to be calculated for the forty-five (45) day period will be based on the difference between the old price and new price multiplied by the units purchased, not to exceed an amount higher than 90 days historical demand.

(c) *Rebates*. During the Term (as defined below) of this Agreement, Manufacturer shall deliver to Remedi as contract administrator for the Participating Pharmacies any rebates which may be due to Participating Pharmacies in accordance with Exhibit A to this Agreement. Manufacturer shall pay any rebates earned on such purchases prior to the effective date of termination (with respect to such Participating Pharmacy) or expiration of this Agreement. For rebates delivered to Remedi on Participating Pharmacies' behalf, Remedi shall remit such rebates to the Participating Pharmacies in accordance with the rebate reports provided by Manufacturer. Other than the obligation to remit the amounts specified in the rebate reports, Remedi shall have no liability to Manufacturer or Participating Pharmacies for rebates due to Participating Pharmacies hereunder.

(d) *Additional Incentives*. Manufacturer shall notify Remedi promptly in writing of any additional pricing, rebate, or related incentives for which Participating Pharmacies may become eligible under this Agreement, and shall notify Remedi in writing of the steps Remedi and/or Participating Pharmacies must take to be eligible for such incentives.

(e) *Payment Process*. Rebates will be calculated monthly. For rebates earned, Manufacturer will deliver to Remedi as contract administrator for the Participating Pharmacies no later than forty-five (45) days following the end of the month the rebate is earned.

No later than the fifteenth (15th) day following the end of each month, Manufacturer shall calculate rebate amounts based on each Participating Pharmacy's Product purchases from the Distributor (Sales Out Process) during the immediately preceding month, provide Remedi with documentation supporting such calculations, and deliver to Remedi rebates as contract administrator for the Participating Pharmacies in an amount equal to the difference, if any, between the Distributor Contract Price under this Agreement loaded by the Distributor and the Actual Contract Price agreed upon between Remedi and Manufacturer for all eligible Product purchases. Manufacturer shall deliver to Remedi as contract administrator for the Participating Pharmacies such rebate payment via check or electronic funds transfer no later than the thirtieth (30th) day following the end of each

month. As used herein, the term "Actual Contract Price" shall mean the price of the Product in effect under this Agreement at the time of purchase minus all discounts, allowances, credits, and adjustments issued of any kind paid to a Participating Pharmacy or a Distributor on behalf of the Participating Pharmacy (but excluding any returns or credits associated with returns).

3. Product Purchasing; Backorder Products; Right of First Refusal.

(a) *Product Purchasing.* Subject to Section 3(c) below, each Participating Pharmacy intends to purchase from Manufacturer at least 90% of its needs for the Products. However, if at any time any Product that a Participating Pharmacy orders from the Remedi Virtual Warehouse Program is on backorder at the Manufacturer, and such backorder is not due to an event of force majeure (as described in Section 24 below) or is otherwise attributable to the acts or omissions of the Distributor, then the Participating Pharmacy may, in its sole discretion, purchase a bioequivalent generic product (each, a "Replacement Product") through a Distributor or other alternative source. When possible, Manufacturer shall maintain separate allocations specific to total Participating Pharmacies projections provided to Manufacturer by Remedi on an ongoing basis as agreed to by the parties or historical volumes with ninety (90) days sales history. . The Parties acknowledge and agree that each Participating Pharmacy is exclusively and wholly responsible for any and all purchases and other obligations applicable to such Participating Pharmacy under the Program Agreements. Remedi shall have no liability whatsoever related to such purchases or obligations of a Participating Pharmacy under this Agreement or the Program Agreements, or any disputes arising between the Participating Pharmacy and Manufacturer.

(b) *Backorder Product.* If a Participating Pharmacy purchases a Replacement Product through a Distributor or other alternative source under Section 3(a) above, then Manufacturer shall reimburse Remedi on behalf of the Participating Pharmacies for the difference between the price the Participating Pharmacy paid to the Distributor or other alternative source for the Replacement Product (but in no instance shall such price be greater than Manufacturer's Wholesale Acquisition Cost for the Product) and the price for the Product which is then in effect under this Agreement for no greater than a thirty (30) day supply of such Replacement Product. Remedi shall provide Manufacturer with unit and price information needed for Manufacturer to calculate this price difference within twenty-one (21) days of the date that the Product is no longer on backorder at the Manufacturer and the Participating Pharmacy recommences purchasing Product through the Distributor..

(c) *Right of First Refusal.* If at any time during the Term of this Agreement a Participating Pharmacy receives a bona fide offer to purchase any product competitive with a Product at a price more favorable to the Participating Pharmacy than the price of the Product under this Agreement, then Remedi shall notify Manufacturer in writing of the more favorable pricing, and shall not begin purchasing the competitive product for five (5) business days after sending such written notice. Manufacturer has five (5) business days to review Remedi's notice and, at Manufacturer's discretion, may agree to

adjust the actual contract price of the relevant Products in Exhibit A. Following expiration of the five (5) day period, Participating Pharmacies may purchase the competitive products from a Distributor or other alternative source unless Manufacturer has implemented adjusted actual contract pricing under this Agreement as agreed to by Remedi.

(d) *Own Use*. Each Participating Pharmacy shall use all Products purchased under this Agreement solely for use of customers of the Participating Pharmacy. In no event may a Participating Pharmacy sell or in any manner transfer any Product purchased under this Agreement to any person or entity for subsequent distribution or resale, unless prior written approval of Manufacturer is obtained, except for purchases by the Participating Pharmacy's institutional customers for use by the residents of such institutional customers.

(e) *Product Dating*. Manufacturer will ship Product to Distributor with a minimum of 12 months greater than the expiration date on the Product. Manufacturer must request in writing and offer a discount off the contract cost to ship Products to the Distributor or Participating Pharmacies with less than 12 months from the expiration date on the Product.

4. Price Protection. Within ten (10) days of a reduction in the price of any Product for any reason, Manufacturer shall calculate a Shelf Stock Adjustment ("SSA") for that Product. The SSA equals: (a) the Actual Contract Price prior to the price decrease minus the new Actual Contract Price following the price decrease, multiplied by: (b) the number of units of the Product Participating Pharmacies purchased,, in the thirty (30) days immediately prior to the effective date of the price decrease. Manufacturer shall deliver to Remedi as contract administrator for the Participating Pharmacies via check or electronic funds transfer the Price Protection Amount within thirty (30) days of the effective date of the price decrease.

5. Product Discontinuation. If Manufacturer plans to discontinue a Product, the Manufacturer shall notify Remedi of such discontinuation in writing at least thirty (30) days prior to the effective date of the discontinuation.

6. Indirect Contract Loading. During the fifteen (15) days immediately following the Effective Date, Manufacturer shall cooperate with one or more Distributors, as directed by Remedi, to provide the terms of this Agreement to such Distributor(s). Manufacturer shall ensure that its contract load notifications to Distributors include, for each Product: (a) Product identifier; (b) Product description; (c) Product effective and expiration dates; (d) contract bid prices; (e) eligibility, including effective and expiration dates; (f) eligible Class of Trade; (g) contract effective and expiration dates; and (h) contract/chargeback reference number. When evaluating whether to continue this Agreement or award new business to Manufacturer, Remedi will consider the timeliness and accuracy of Manufacturer's contract notifications.

7. Eligibility of Participating Pharmacies. Manufacturer reserves the right to terminate the participation of any Participating Pharmacy under this Agreement, upon a breach by such Participating Pharmacy of this Agreement. Any Participating Pharmacy's termination of participation under this Agreement does not affect the rights or obligations of Remedi or any

other Participating Pharmacy. A Participating Pharmacy's failure to adhere to the terms and conditions of this Agreement does not constitute a breach by Remedi.

8. EDI & Inventory Guidelines.

(a) *Contract and Chargeback Transactions and Automation*. Manufacturer shall support and accurately process the following EDI transactions and Healthcare Distribution Management Association EDI standards: 845 (bid award); (ii) 844 (chargeback); and (iii) 849 (chargeback reconciliation), utilizing line number and comment functionality.

(b) *Inventory*. Subject to Section 24 below, at all times throughout the Term of this Agreement, Manufacturer shall provide Distributors with the level of Product inventory ordered by Distributors to fulfill the needs of Participating Pharmacies. Within fifteen (15) days of the Effective Date, or such other date as agreed to by the parties Manufacturer will provide the Distributor selected by Remedi with initial Product inventory for Participating Pharmacies based on utilization information Remedi provides in writing to Manufacturer and Distributor (such information to be provided no later than three (3) days after the Effective Date). The Parties acknowledge and agree that the initial utilization information Remedi provides to Manufacturer, and all other utilization information or purchase volume projections Remedi provides to Manufacturer during the Term of this Agreement, are estimates only.

(c) *Unavailable Inventory*. If a Product is not available at the time Manufacturer receives a purchase order from a Distributor, then Manufacturer shall make commercially reasonable efforts to expedite the shipment of the Product to Distributor.

(d) *Timing of Shipments*. Manufacturer shall ship Product to a Distributor as per agreement with Distributor in a timely manner upon receipt of a purchase order from the Distributor.

9. Returns. Participating Pharmacies or Distributors may return Products to Manufacturer and Manufacturer shall process credits for returned Products as set forth in Exhibit C.

10. Term and Termination. This Agreement commences as of the Effective Date and continues for a term of one (1) year, provided that it shall automatically renew for additional terms of one (1) year, unless either Party provides notice of non-renewal at least sixty (60) days prior to the expiration of the applicable term (the "Term"). Either Manufacturer or Remedi may terminate this Agreement with or without cause upon thirty (30) days prior written notice to the other. The provisions, along with any Exhibits referenced in those provisions, of Sections 8, 10, 11, 12, 13, 14, 15, 17, 19, and 23 of this Agreement survive any termination or expiration of this Agreement indefinitely or for such other period as provided therein. Each Participating Pharmacy grants Remedi the authority to immediately terminate this Agreement with respect to such Participating Pharmacy (and cease Participating Pharmacy's participation hereunder) upon written notice to Participating Pharmacy and Manufacturer in the event that Remedi determines in its reasonable discretion that Participating Pharmacy has breached any of the terms of this

Agreement or the Program Agreements. Remedi shall notify Manufacturer prior to termination of any of the aforementioned Agreements with Participating Pharmacy. Written notification from Remedi to Manufacturer of termination of the Remedi Virtual Warehouse Agreement with respect to a Participating Pharmacy shall cause an immediate termination of this Agreement with respect to the Participating Pharmacy. Termination of this Agreement with respect to any Participating Pharmacy shall not affect any obligations accruing prior to the date of termination. Remedi shall not have any liability and neither Participating Pharmacy nor Manufacturer shall bring any claim against Remedi for its termination of this Agreement hereunder.

10. Recalls. In the event of a voluntary or involuntary recall of any Product, Manufacturer shall notify Participating Pharmacies as soon as the determination is made that a recall or market withdrawal will occur. Manufacturer shall be solely responsible for all actual and direct costs associated with the execution of a recall/market withdrawal following HDMA guidelines, including without limitation, the cost of goods, transportation charges associated with returning the Product, consolidation costs, and disposal costs if a return is not available. Manufacturer acknowledges that it should contact Remedi with any further questions.

11. Non-Disclosure. The Parties acknowledge and agree that the terms and conditions regarding confidentiality and disclosure set forth on Exhibit D attached hereto will apply to the disclosure of confidential information from one Party to the other(s) pursuant to this Agreement.

12. Representations and Warranties.

(a) *Manufacturer's Representations and Warranties*. Manufacturer represents and warrants to Remedi and each Participating Pharmacy that:

(i) Manufacturer shall perform all of its obligations hereunder in full compliance with all applicable laws, rules, and regulations;

(ii) any and all Products (including components and packaging) are not and will not be, at the time of their shipment, in violation of any Federal, state or local law or regulation;

(iii) any and all Products (including components and packaging) are not and will not be, at the time of their shipment, adulterated, misbranded, or falsely or deceptively invoiced or advertised within the meaning of any applicable rule, regulation, law or statute, including, but not limited to, the Federal Hazardous Substances Act, the Federal Food, Drug and Cosmetic Act, the Poison Prevention Packaging Act of 1970 and/or the Consumer Product Safety Act;

(iv) with regard to any and all Products (including components and packaging) for which safety standards have been or will be issued, under any applicable rule, regulation, law or statute, tests as prescribed by the Consumer Product Safety Commission or the Federal Trade Commission have been or will be performed, which demonstrate that the Product (including components and packaging), at the time of their shipment by Manufacturer, conform to such safety standards;

(v) any and all Products (including components and packaging) comprising each shipment to Participating Pharmacies are not and will not be articles which may not, pursuant to any applicable law, rule or regulation, including, but not limited to the Federal Food, Drug and Cosmetic Act, be introduced into interstate commerce;

(vi) any and all prescription drug Products subject to Section 503(b) of the Federal Food, Drug and Cosmetic Act shall be delivered to Distributor in compliance with the so-called "pedigree" requirement set forth in Section 503(e)(1)(A) of the Federal Food, Drug, and Cosmetic Act, and regulations promulgated thereto, and with any state law and/or regulation also related to pedigree requirements;

(vii) no prescription drug Products will be distributed through any channels other than those authorized by the Manufacturer or in such a manner that could render the Products "gray market" goods as the term is commonly understood;

(viii) Manufacturer shall, as required by law, maintain establishment registrations with the FDA and all other requisite federal and state licenses, registrations, or permits Manufacturer is required to maintain to perform its obligations under this Agreement, including, but not limited to, resident and nonresident wholesaler licenses; and

(ix) any and all Products are subject to Participating Pharmacies' inspection and acceptance.

(b) *Remedi Representations and Warranties.* Remedi represents and warrants to Manufacturer that it shall perform all of its obligations hereunder in full compliance with all applicable laws, rules, and regulations.

(c) *Participating Pharmacies' Representations and Warranties.* Each Participating Pharmacy represents and warrants to Manufacturer that it shall perform all of its obligations hereunder in full compliance with all applicable laws, rules, and regulations.

13. Indemnification.

(a) Manufacturer shall indemnify, hold harmless, and defend Remedi and the Participating Pharmacies, and their respective officers, employees and agents against any and all third party actions, claims, demands, suits, losses, costs, damages, judgments or expenses, including reasonable attorneys' fees (whether or not any of the foregoing are covered by insurance), relating to or arising out of (i) the injury or death to person(s) or property alleged to have been caused by any defect in a Product, its labeling or packaging when the Product has been prescribed and dispensed in accordance with applicable laws and regulations and the package insert, (ii) Manufacturer's breach of any of its representations and/or warranties in this Agreement, or (iii) Manufacturer's performance of, or failure to perform, the terms of this Agreement; provided however, that the

foregoing indemnity shall not apply, in the case of any Participating Pharmacy, to any claims, losses, judgments, costs, expenses or fees arising out of or due to the negligence or willful misconduct or omission of such Participating Pharmacy, its employees, agents, servants, officers or directors.

(b) Each Participating Pharmacy shall indemnify, hold harmless, and defend Remedi, each other Participating Pharmacy and Manufacturer, and their respective officers, employees and agents against any and all actions, claims, demands, suits, losses, costs, damages, judgments or expenses, including reasonable attorneys' fees (whether or not any of the foregoing are covered by insurance), relating to or arising out of (i) such Participating Pharmacy's breach of any of its representations and/or warranties in this Agreement, (ii) such Participating Pharmacy's performance of, or failure to perform, the terms of this Agreement or (iii) any unfair or anticompetitive acts under the Federal Antitrust laws and their state law equivalents; provided however, that the forgoing indemnity shall not apply to any claims, losses, judgments, costs, expenses or fees arising out of or due to the negligence or willful misconduct or omission of Manufacturer, its employees, agents, servants, officers or directors.

14. Remedies; Limitation of Liability. Each of the Party's rights and remedies specified herein will be cumulative and in addition to any other or further remedies provided in law or equity. Notwithstanding the foregoing or anything to the contrary herein, in no event shall either Party be liable for any special, indirect, punitive, incidental or consequential damages, including, without limitation, lost profits or business interruption even if advised of the possibility of such damages.

15. Independent Contractor. The Parties agree that none of the provisions of this Agreement will be construed to create a relationship of partnership, joint venture, ownership, control or employment among the Parties other than that of independent parties contracting solely for the purposes of effectuating this Agreement.

16. Insurance. Manufacturer shall maintain commercial general liability ("CGL") insurance with minimum limits of coverage of not less than ten million dollars ($10,000,000) per occurrence for bodily injury and property damage which shall include the following coverages: products and completed operations, contractual liability for liabilities assumed by Manufacturer under the Agreement, and personal and advertising injury liability. Manufacturer's CGL insurance shall: (i) designate "Remedi and the Participating Pharmacies" as additional insureds, including with respect to third party claims or actions brought directly against Remedi, any Participating Pharmacy or against Remedi, any Participating Pharmacy and Manufacturer as co-defendants and arising out of the Agreement, (ii) provide for a severability of interests, and (iii) have additional insured endorsements.

Upon written request, Manufacturer shall submit to Remedi a certificate of insurance evidencing that the required insurance is in full force and effect.

17. Notices. Any notice required or permitted hereunder shall be valid if personally served or sent by overnight courier, addressed to the Parties at the addresses set forth under such Party's name on the signature page of this Agreement or to such other address as either may by

notice designate. The notice shall be deemed given upon personal service or deposit, prepaid, with the overnight courier.

18. Assignment. Neither Party shall assign its rights or obligations hereunder to any third party without, in each instance, the specific prior written consent of the other Party, which consent will not be unreasonably withheld. This Agreement shall inure to and be binding upon the successors and permitted assignees of both Parties. In the case of a successor or permitted assignee of Remedi, this Agreement will apply to all of the pharmacies of the successor or permitted assignee.

19. Governing Law. This Agreement and all rights and duties hereunder will be governed by and construed in accordance with the laws of the State of Delaware without regard to its choice of law provisions. The Parties agree to submit any and all disputes arising out of or in connection with this Agreement to the exclusive jurisdiction of the Courts of the State of Delaware.

20. Compliance with Laws.

(a) Applicable Laws. The parties hereto shall comply with all applicable federal, state and local laws, including, without limitation the federal Anti-Kickback Statute and applicable safe harbor regulations. Participating Pharmacies acknowledge that nothing herein or in any Program Agreement shall be interpreted to obligate Remedi to make reports required of Participating Pharmacies under applicable laws, it being understood that such reporting obligations, if any, apply to Participating Pharmacies and that Participating Pharmacies shall be solely and exclusively responsible for making such reports.

(b) Material Change in Law. In the event that, after the Effective Date, there is a material change in law, rule or regulation which results in this Agreement or the Parties' performance of their respective obligations under this Agreement or a Services Agreement being in violation of Applicable Laws (in either case, a "Material Change"), the Parties shall negotiate in good faith with one another to amend this Agreement so as to eliminate the effect of such Material Change, provided that such amendment shall conform as closely as possible to the original terms of this Agreement or Services Agreement, as applicable.

21. Entire Agreement. This Agreement, together with the Program Agreements, including the recitals and all exhibits attached hereto and thereto, all of which are incorporated by reference herein, sets forth the entire agreement and understanding between the Parties as to the subject matter hereof and merges all prior discussions between them relating to such subject matter. Any proposal for additional or different terms or any variation in terms that may be included on any of Manufacturer's invoices, purchase order acceptances or other documents is hereby objected to and rejected. This Agreement may not be modified, except in a writing duly executed by the Manufacturer and Remedi.

22. **Severability**. If any provision or provisions of this Agreement are held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

23. **Audit Rights**

a) Remedi Audit Rights. Throughout the Term of this Agreement, and for a period of 180 days thereafter, but not more than once every twelve (12) months, Manufacturer will permit Remedi, Participating Pharmacy or their respective authorized third-party auditors to conduct an audit of Manufacturer's books and records relating to all records (e.g. orders, invoices, sales reports, and discounts) on purchases of Products under this Agreement for the sole purpose of verifying correct pricing (including proper rebates) to Participating Pharmacies. Such audits shall be conducted at the sole expense of the applicable auditing Party and only upon reasonable advance written notice during the regular business hours of Manufacturer's principal office and in a manner not to interfere unduly with Manufacturer operations. All Parties agree to make all records relevant to the purchases made under this Agreement available at no cost to any other Party in connection with the audit. Subject to Section 25 below, if any audit of Manufacturer or other records reveals any variance from actual purchases, chargebacks, returns or discounts, Manufacturer will refund any documented excess payment received from any Participating Pharmacy.

b) Manufacturer Audit Rights. Throughout the Term of this Agreement, and 180 days thereafter, but not more than once every twelve (12) months, each Participating Pharmacy will permit Manufacturer or its authorized third-party auditor to conduct an audit of such Participating Pharmacy's books and records relating to inventory purchases, chargebacks, returns and discounts of Products under this Agreement for the sole purpose of verifying correct transactional activity. Such audits shall be conducted at Manufacturer's sole expense and only upon reasonable advance notice during the regular business hours of such Participating Pharmacy's principal office and in a manner not to interfere unduly with the Participating Pharmacy's operations. All Parties agree to make all records relevant to the purchases made under this Agreement available at no cost to any other Party in connection with the audit. If any audit of a Participating Pharmacy or other records reveals any variance from actual purchases, chargebacks, returns or discounts, such Participating Pharmacy will refund any excess payment received from Manufacturer.

c) Statutory Audit Rights. In connection with 42 U.S.C. § 1395x(v)(1)(I) (and the implementing regulations set forth at 42 C.F.R. §§ 420.300-.304), until the expiration of four years after the furnishing of services provided under this Agreement, all Parties agree to grant to the Secretary of the Department of Health and Human Services (the "Secretary"), the Comptroller General of the United States, or the Comptroller General's duly-authorized representative the right to review any an all books, documents, and records as may be necessary to certify the nature and extent of the costs of the services in excess of $10,000 per year.

24. Force Majeure. Neither Remedi nor Mallinckrodt shall be charged with any liability for delay in performance of an obligation under this Term Sheet (excluding payment of money when due), to the extent, and for so long as, such delay is due to delays caused by acts of God or the public enemy, compliance in good faith with any applicable domestic or foreign governmental or judicial regulation or order, war, civil commotion, destruction of production facilities or materials by fire, flood, earthquake or storm, riots, labor strikes or disturbances, unusually severe weather, actions by governmental (state or federal agencies) which prevent or restrict the sale or manufacture of Product, inability to secure quota, or any other cause beyond the reasonable control of the affected party.

25. Tardy Claims. All claims for reimbursement or payment against Manufacturer, including, without limitation, claims for unpaid balances, rebates, credit balance or discrepancies of any kind, however arising, must be made no later than eighteen (18) months after the original invoice date to which the claim relates or Manufacturer will deny the claim as untimely. The foregoing in no way affects or extends any notification periods set forth in Manufacturers's return policy.

Signature Page Follows.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the Effective Date.

Remedi SeniorCare Holding Corporation	**Mallinckrodt LLC**
By: _____	By: _____
Name: Alan Bronfein	Name: _____
Title: Vice President, Strategic Sourcing	Title: _____
Date: _____	Date: _____

Remedi SeniorCare
One Olympic Place
Suite 600
Towson, MD 21204
Attn: Alan Bronfein
Vice President, Strategic Sourcing

With Copy to:
Remedi SeniorCare
One Olympic Place
Suite 600
Towson, MD 21204
Attn: General Counsel

Mallinckrodt LLC
675 McDonnell Boulevard
Hazelwood, MO 63042
Attn: Walt Kaczmarek
Vice President/General Manager
Specialty Generics

With a Copy to:
Mallinckrodt LLC
675 McDonnell Boulevard
Hazelwood, MO 63042
Attn: Molly S. McCoy
Senior Counsel - Commercial

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the day and year first written above.

[Name of Participating Pharmacy]

By: _____

Name: _____

Title: _____

Date: _____

Address: _____

_____

_____

EXHIBIT A

PRODUCTS AND REBATES

[See Attached Products List]

All Products supplied under the Agreement shall be listed by NDC and include the Distributor Contract Price and the Actual Product Price. The difference of these two prices represents the rebate (or chargeback) due Participating Pharmacies, if any.

The attached Product List may be amended from time to time, upon mutual agreement between the Manufacturer and Remedi. Such agreement shall be in writing and may consist of an e-mail correspondence between the two parties.

NDC# 0406	Product/Description	Size	**Distributor Contract** Price	**Actual Contract** Price
9000-76	Fentanyl Transdermal System CII (5 patches/carton)	100 mcg/hr	$57.19	$17.85
9025-76	Fentanyl Transdermal System CII (5 patches/carton)	25 mcg/hr	$15.34	$8.15
9050-76	Fentanyl Transdermal System CII (5 patches/carton)	50 mcg/hr	$29.20	$10.76
9075-76	Fentanyl Transdermal System CII (5 patches/carton)	75 mcg/hr	$45.36	$14.42
0357-05	Hydrocodone Bitartrate & Acetaminophen Tablets, USP CIII (5/500)	500's	$17.47	$11.25
0358-05	Hydrocodone Bitartrate & Acetaminophen Tablets, USP CIII (7.5/500)	500's	$23.11	$15.97
0366-05	Hydrocodone Bitartrate & Acetaminophen Tablets, USP CIII (7.5/325)	500's	$54.86	$46.31
3243-01	Hydromorphone Hydrochloride 2mg Tablets, USP CII	100's	$7.15	$5.50
3244-01	Hydromorphone Hydrochloride 4mg Tablets, USP CII	100's	$7.60	$5.75
8315-01	Morphine Sulfate 15mg ER Tablets, USP CII	100's	$40.22	$40.22
8330-01	Morphine Sulfate 30mg ER Tablets, USP CII	100's	$76.42	$76.42
8380-01	Morphine Sulfate 60mg ER Tablets, USP CII	100's	$149.12	$149.12
0512-05	Oxycodone HCl & Acetaminophen Tablets, USP CII (5/325)	500's	$71.25	$71.25
0523-01	Oxycodone HCl & Acetaminophen Tablets, USP CII (10/325)	100's	$71.23	$64.75
0552-01	Oxycodone Hydrochloride 5mg Tablets, USP CII	100's	$21.48	$19.52
9960-01	Temazepam 7.5mg Capsules, USP	100's	$334.50	$190.00

EXHIBIT B

WHOLESALE DISTRIBUTORS

1. Anda, Inc.

EXHIBIT C

Return Goods Policy

SHORT DATED AND EXPIRED RETURNABLE ITEMS

- In order to receive credit, Products in original, unopened containers must be returned no earlier than six (6) months prior to the expiration of the Product's shelf life and no later than twelve (12) months after expiration of the Product's shelf life.
- No credit will be given for the return of partial bottles of any Product (unless required by applicable law).
- All Products must be returned in the original, secured package.
- Credits and checks remaining open after six months or 180 days from issue date of check or credit memo will be reversed.

PROCEDURES FOR RETURNING SHORT DATED OR EXPIRED PRODUCTS

Request for Return Authorizations (box labels) can be made by any of the below methods:

1. Accessing the Inmar website at **https://CLSNetLink.com** (you will need to upload a PDF copy of your debit memo)
2. E-mail your debit memo to **rarequest@inmar.com** (Be sure to include NDC#, lot# and expiration dates assigned to each item)
3. Fax your debit memo to Inmar at 817-868-5343

Actual returns are to be forwarded to the processing facility at the following location:

Mallinckrodt LLC
C/O Inmar-South Dock
4332 Empire Road
Fort Worth, TX 76155

RETURNS THAT REQUIRE PRE-AUTHORIZATION

Products shipped in error or Products damaged in transit must be reported to Mallinckrodt Customer Service at 800.325.8888 within ten (10) days of receipt by the Customer and pre-authorization and instructions relating to the return of those Products must be obtained by Customer from Mallinckrodt Customer Service.

Please reference "Mallinckrodt LLC." on DEA Form 222 to ensure efficient processing. (This reference should be made under the "To: (Name of Supplier)" section in the upper left portion of the DEA 222 Form.)

PRODUCTS THAT ARE NOT RETURNABLE

Notwithstanding any of the foregoing, the following Products will not be accepted for return at Inmar:

- Mallinckrodt Imaging and API
- Products damaged due to insurable causes or acts of force majeure, or damaged/deteriorated due to improper handling or storage by Customer;
- Any Products sold on a non-returnable basis, including, but not limited to, product sold short-dated;
- Products purchased or distributed contrary to federal, state or local laws;
- Products with labels removed or altered;
- Products that have been outside the United States and United States territories;
- Any items designated as samples or free goods.

VALUATION OF RETURNS (INCLUDING RECALLED PRODUCT)

- Credit will be issued based on lowest eligible purchase price within the past twenty-four month timeframe.
- If eligibility cannot be determined credit will be issued at lowest price.
- Mallinckrodt will only credit Products returned to Inmar Pharmaceutical Services (unless Mallinckrodt Customer Service instructs Customer to return the Products in another manner).
- Third party processing fees are not reimbursable.
- Transportation charges, including insurance, are to be prepaid by Customer, except when Products are shipped in error by Mallinckrodt.
- A restocking fee of 20% of the credit will be charged for items ordered in error or for overstock Products. Mallinckrodt has full authority to determine if Product is of an overstock nature.

For questions on this Return Goods Policy, please contact Pat Parks, Returns: 800.833.1717, ext. 47013.

EXHIBIT D

Confidentiality and Non Disclosure

No Party shall, during the Term of this Agreement or thereafter, use or disclose to any third party any confidential or proprietary information of the other Party(ies) or its affiliates for any purpose other than the performance of the receiving Party's obligations hereunder, except to the extent authorized in writing by the disclosing party. The receiving party shall use the same degree of care in protecting the disclosing party's confidential or proprietary information from unauthorized use, disclosure, or dissemination as the receiving Party uses with respect to its own information of like importance, but no less than a commercially reasonable degree of care. Each party shall cause its employees, contractors, representatives and agents who or which receive, access and/or observe confidential information of the other Party in connection with this Agreement to comply with the obligations of this section. Each Party shall be liable for any breach of this section by such Party's employees, contractors, representatives and/or agents. For purposes of this Agreement, "confidential or proprietary information" includes, without limitation, the terms of this Agreement and all business plans, customer lists, market data, marketing plans, pricing information, manufacturing equipment, manufacturing processes, plant layouts, the identity of raw materials, identity of vendors, chemical synthesis routes, manufacturing capacities, product volumes, samples of compositions, the structure or chemical identity of compositions, the properties and utilities of compositions, analytical methods and procedures, know-how, container data, quality control procedures, quality control standards,, work product, intellectual property and proprietary information of any kind, and other information of a technical, scientific or economic nature, in any format or medium, including but not limited to, written, oral, or electronic documents and/or communications, whether disclosed before, on or after the Effective Date.

The provisions of this section shall not apply to information which: (a) after disclosure, becomes available to the public by publication or otherwise, other than by breach of this Agreement by the receiving Party; (b) the receiving Party can establish by prior written record was already known to it or was in its possession at the time of disclosure and was not acquired, directly or indirectly, from the other Party or its affiliates; or (c) the receiving Party obtains from a third party, provided that such information was not obtained by such third party, directly or indirectly, from the disclosing Party or its affiliates under an obligation of confidentiality known to the receiving Party.

If either Party is requested or required (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigation demand or similar process) to disclose any confidential or proprietary information of the other Party, the receiving Party shall provide prompt written notice to the disclosing Party of such request in advance of any such disclosure and shall cooperate with the disclosing Party in seeking to obtain a protective order with respect to such information.

Upon expiration or termination of this Agreement, or otherwise upon written request of the disclosing Party, the receiving Party shall return promptly to the disclosing Party or destroy any of the disclosing Party's confidential or proprietary information then in the possession of receiving Party and all copies or reproductions thereof and the receiving Party shall make no

further use of such information. Any such destruction shall be certified in writing to the disclosing Party by an authorized officer of the receiving Party who supervises such destruction.

The parties agree that neither may be adequately compensated by any form of monetary damages if the other breaches or threatens to breach any of the foregoing provisions and, therefore, each Party agrees that the other shall be entitled, without payment of a bond, to seek an injunction restraining such breach or any other available and appropriate equitable relief in addition to any other remedies that may be available to the non-breaching Party.

The foregoing provisions shall survive expiration or termination of this Agreement.