

From: Kernan, Scott@CDCR
To: [REDACTED]@CDCR; Duffy, Brian@CDCR
Subject: FW: [REDACTED]
Date: Wednesday, October 06, 2010 8:50:14 AM

From: McAuliffe, John@CDCR
Sent: Wednesday, October 06, 2010 8:50:07 AM
To: Kernan, Scott@CDCR
Subject: Fw: [REDACTED]
Auto forwarded by a Rule

FYI

From: [REDACTED]
To: McAuliffe, John@CDCR
Sent: Wed Oct 06 01:34:07 2010
Subject: Re: [REDACTED]

Thank you. I'll make DEA's import/export unit aware of this matter.

[REDACTED]

From: McAuliffe, John@CDCR <John.McAuliffe@cdcr.ca.gov>
To: [REDACTED]
Cc: Kernan, Scott@CDCR <Scott.Kernan@cdcr.ca.gov>
Sent: Tue Oct 05 14:08:55 2010
Subject: [REDACTED]

[REDACTED]

Thank you for the list of companies listed with the DEA to import Thiopental. We have contacted [REDACTED] who has initially agreed to procure the Thiopental from London. We gave [REDACTED] your email as a point of contact with DEA since you know exactly what we have been doing and to whom we have been in contact with in your Department. Again thank you for your help and assistance.
John McAuliffe

From: Kernan, Scott@CDCR
To: [REDACTED]@CDCR; Duffy, Brian@CDCR
Subject: FW: [REDACTED]
Date: Wednesday, October 06, 2010 9:32:25 AM

From: McAuliffe, John@CDCR
Sent: Wednesday, October 06, 2010 9:31:44 AM
To: Kernan, Scott@CDCR
Subject: Re: [REDACTED]
Auto forwarded by a Rule

I will call now and get a projection.

From: Kernan, Scott@CDCR
To: McAuliffe, John@CDCR
Sent: Wed Oct 06 09:29:29 2010
Subject: Re: [REDACTED]

John
Any word on how long we can expect this to take?

From: McAuliffe, John@CDCR
To: Kernan, Scott@CDCR
Sent: Wed Oct 06 08:50:07 2010
Subject: Fw: [REDACTED]

FYI

From: [REDACTED]
To: McAuliffe, John@CDCR
Sent: Wed Oct 06 01:34:07 2010
Subject: Re: [REDACTED]

Thank you. I'll make DEA's import/export unit aware of this matter.

[REDACTED]

From: McAuliffe, John@CDCR <John.McAuliffe@cdcr.ca.gov>
To: [REDACTED]
Cc: Kernan, Scott@CDCR <Scott.Kernan@cdcr.ca.gov>
Sent: Tue Oct 05 14:08:55 2010
Subject: [REDACTED]

[REDACTED]

Thank you for the list of companies listed with the DEA to import Thiopental. We have contacted

[REDACTED] who has initially agreed to procure the Thiopental from London. We gave [REDACTED] your email as a point of contact with DEA since you know exactly what we have been doing and to whom we have been in contact with in your Department. Again thank [REDACTED] and assistance.

From: Kernan, Scott@CDCR
To: [REDACTED]@CDCR; Duffy, Brian@CDCR
Subject: FW: ATTN: [REDACTED]
Date: Wednesday, October 06, 2010 10:39:36 AM

From: McAuliffe, John@CDCR
Sent: Wednesday, October 06, 2010 10:38:53 AM
To: [REDACTED]
Cc: Kernan, Scott@CDCR
Subject: [REDACTED]
Auto forwarded by a Rule

Sir

I am forwarding this email to you for your record. CDCR would like to know if this process of obtaining the thiopental (Duty, Broker, any additional fees to include [REDACTED] ees) could be billed to CDCR as one invoice? Additionally, can you give a possible estimate as to how long this process will take before we receive the thiopental? Again, thank you for your assistance.
John McAuliffe

From: [REDACTED]
Sent: Wednesday, October 06, 2010 1:34 AM
To: McAuliffe, John@CDCR
Subject: Re: [REDACTED]

Thank you. I'll make DEA's import/export unit aware of this matter.

From: McAuliffe, John@CDCR <John.McAuliffe@cdcr.ca.gov>
To: [REDACTED]
Cc: Kernan, Scott@CDCR <Scott.Kernan@cdcr.ca.gov>
Sent: Tue Oct 05 14:08:55 2010
Subject: [REDACTED]

[REDACTED]
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John McAuliffe

From: Kernan, Scott@CDCR
To: [REDACTED]@CDCR; Duffy, Brian@CDCR
Subject: FW: ATTN: [REDACTED]
Date: Thursday, October 07, 2010 10:08:41 AM

From: McAuliffe, John@CDCR
Sent: Thursday, October 07, 2010 10:08:37 AM
To: Kernan, Scott@CDCR
Subject: Fw: ATTN: [REDACTED]
Auto forwarded by a Rule

FYI
John

From: [REDACTED]
To: McAuliffe, John@CDCR
Sent: Thu Oct 07 09:48:06 2010
Subject: Re: ATTN: [REDACTED]

Dear Mr. McAuliffe:

To clarify, I have agreed only to start the process of investigating how to import this medication for the CDCR.
The amount of time, cost, complexity, risk, and liability has yet to be determined.
I will be meeting with corporate council on October 10, 2010.
In the mean time please keep this matter private no public disclosure.
I went to my files yesterday to review our previous process of importation.
I will today or tomorrow time permitting contact the DEA contact you have provided me [REDACTED]
I will keep you informed as I collect information, ask any further questions of you, and tender a final decision and cost by next week.

Thank you in advance for your consideration of my company.

[REDACTED]

WARNING: This email is covered by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). It contains health information that is personal and confidential and contains sensitive information related to a person's healthcare. The information contained therein is being emailed to you after obtaining authorization from the patient. You, being the recipient, are obligated to maintain this information in a SAFE, SECURE, CONFIDENTIAL,

and RETRIEVABLE fashion. Unauthorized re-disclosure and/or failure to maintain confidentiality is prohibited by law and could subject you to penalties described under the Federal HIPAA Act of 1996 and applicable State law.

From: "McAuliffe, John@CDCR" <John.McAuliffe@cdcr.ca.gov>

To: [REDACTED]

Cc: "Kernan, Scott@CDCR" <Scott.Kernan@cdcr.ca.gov>

Sent: Wed, October 6, 2010 10:38:53 AM

Subject: ATTN: [REDACTED]

Sir

I am forwarding this email to you for your record. CDCR would like to know if this process of obtaining the thiopental (Duty, Broker, any additional fees to include [REDACTED] fees) could be billed to CDCR as one invoice? Additionally, can you give a possible estimate as to how long this process will take before we receive the thiopental? Again, thank you for your assistance.

John McAuliffe

From: [REDACTED]

Sent: Wednesday, October 06, 2010 1:34 AM

To: McAuliffe, John@CDCR

Subject: Re: [REDACTED]

Thank you. I'll make DEA's import/export unit aware of this matter.

[REDACTED]

From: McAuliffe, John@CDCR <John.McAuliffe@cdcr.ca.gov>

To: [REDACTED]

Cc: Kernan, Scott@CDCR <Scott.Kernan@cdcr.ca.gov>

Sent: Tue Oct 05 14:08:55 2010

Subject: [REDACTED]

[REDACTED]

Thank you for the list of companies listed with the DEA to import Thiopental. We have contacted [REDACTED] who has initially agreed to procure the Thiopental from London. We gave [REDACTED] your email as a point of contact with DEA since you know exactly what we have been doing and to whom we have been in contact with in your Department. Again thank you for your help and assistance.

John McAuliffe

From: [Kernan, Scott@CDCCR](mailto:Kernan.Scott@CDCCR)
To: [Alston, Steve M@CDCCR](mailto:Alston.Steve.M@CDCCR)
Cc: McAuliffe, John@CDCCR
Subject: RE: Thiopental Injection
Date: Thursday, September 30, 2010 4:47:00 PM

Helps. Thanks. I'll let you know if in fact we have to go this way to procure the drugs.

Scott

From: Alston, Steve M@CDCCR
Sent: Thursday, September 30, 2010 3:52 PM
To: Kernan, Scott@CDCCR
Cc: McAuliffe, John@CDCCR
Subject: RE: Thiopental Injection
Importance: High

Scott,

Here is our take on the issue:

- The attached MSA is a vendor provided agreement covering a number of services, which, based on your note below, we should not sign.
- Based on your note this appears to be a straight purchase and not a service contract. Consequently, if [REDACTED] is in fact the vendor of choice, we will need to see if they will accept a CDCR issued purchase order.
- If you want to pursue a non-competitive bid purchase, then a justification will need to be developed explaining why this cannot go out for bid.
- The dollar value of the purchase will dictate required approvals:
 - Less than \$5,000 can be approved by OBS without an NCB.
 - If the purchase is \$5-25,000 an NCB will be required, but will not require DGS review / approval.
 - If the purchase is in excess of \$25,000 then DGS review / approval will be required.

Hope this helps!

Steve

From: Kernan, Scott@CDCCR
Sent: Thursday, September 30, 2010 1:44 PM
To: Alston, Steve M@CDCCR
Cc: McAuliffe, John@CDCCR
Subject: RE: Thiopental Injection

Steve,

Thanks for your help. Needs to be addressed confidentially.

I assume the 3 year noted in the agreement is standard. Fact is we are buying enough of the drugs to last until 2014 and would not think, but not impossible, that we would need any more during the three years. So one time transaction.

I'll have to get back to you on cost. Don't know.

The contractor would facilitate the one time purchase of the drug and we would take possession for storage at SQ. no need for them to store it.

Scott

From: Alston, Steve M@CDCR
Sent: Thursday, September 30, 2010 11:21 AM
To: Kernan, Scott@CDCR
Subject: RE: Thiopental Injection

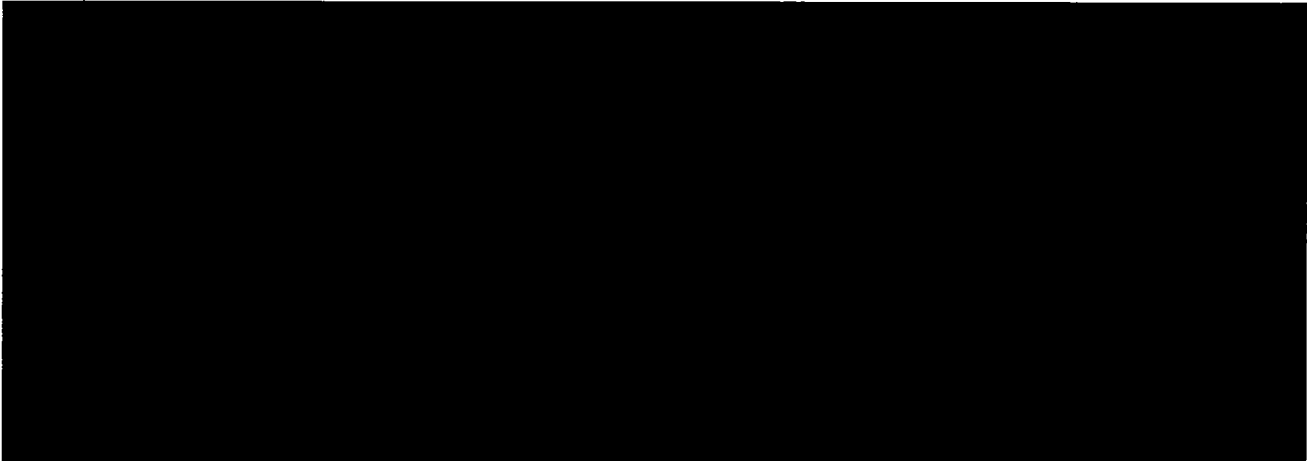
Scott,

Pulling our team together this afternoon to discuss in detail after which I will get back to you on this. A few questions for you:

1. Looks like a proposed three year agreement, right?
2. Estimated cost?
3. Will the proposed contractor store the inventory and ship it to CDCR on an as needed basis?

THANKS!

Steve



From: McAuliffe, John@CDCR
Sent: Thursday, September 30, 2010 9:20 AM

To: Kernan, Scott@CDCR
Subject: FW: Thiopental Injection

FYI
John

[REDACTED]
Sent: Thursday, September 30, 2010 9:15 AM
To: McAuliffe, John@CDCR
[REDACTED]
Subject: RE: Thiopental Injection

Received.

I have attached our standard contract (MSA). A Statement of Work (SOW) will define exact work to be conducted.

Please review and redline any issues.

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

From: McAuliffe, John@CDCR [mailto:John.McAuliffe@cdcr.ca.gov]
Sent: Thursday, September 30, 2010 12:05 PM
To: [REDACTED]
Subject: FW: Thiopental Injection
Importance: High

[REDACTED]
Thank you again here is the information and email.
John McAuliffe

From: [REDACTED]
Sent: Thursday, September 30, 2010 5:27 AM
To: McAuliffe, John@CDCR
Subject: Thiopental Injection
Importance: High

30-09-10

Dear Mr. McAuliffe,

Thank you for your call and thank you for your interest in [REDACTED]

I would be happy to supply you:

Thiopental Injection , powder for reconstitution, thiopental sodium, 500-mg vial packs of 25's £196.75 (pounds sterling)
The current expiry date is February 2014.

POTASSIUM CHLORIDE 1.5GM 10ML INJ. PACKS OF 10 £15.55
Expiry date: 01/13

Pancuronium Injection, pancuronium bromide 2 mg/mL, 2-mL amp packs of 10's
£58.73
Expiry date: 11/11

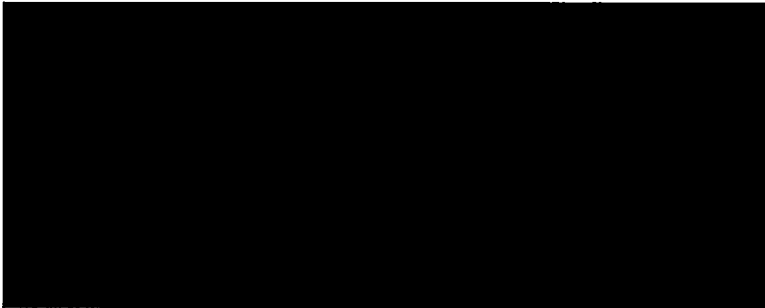
If you could supply me with the following information, I can produce a proforma invoice:
Invoice address
Delivery address, including contact person and contact person phone number

I will dispatch the goods to you by FedEx,
FedEx delivery charges is separate item.

In order to get the product easier through US customs, I think it would be a goods idea for you to write a letter in the department letterhead, attention of US custom and let them know why you need this product. I would include this letter in your shipment.
Please also email or fax me a copy of your DEA license, to include it in your shipment.

Please let me know if you need further information.

Many thanks,
Kind regards



From: Kernan, Scott@CDCR
To: McAuliffe, John@CDCR
Subject: RE: Thiopental Injection
Date: Thursday, September 30, 2010 2:19:00 PM

When he responds please get a name and number of superior who can approve an exemption for this specific purpose. I'll call or even get Matt or somebody in Gov's office to call. Thx

Scott

From: McAuliffe, John@CDCR
Sent: Thursday, September 30, 2010 1:59 PM
To: Kernan, Scott@CDCR
Subject: Re: Thiopental Injection

No, DEA tracks drugs by Dr.'s DEA #. Since we can no longer use pharmacy at SQ (which would answer your question as yes) the importer would be [REDACTED] with final shipment into the USA identified as SQ. Dr.s can not import/export scheduled drugs unless DEA approves. That is why we asked the Dr's to get an additional DEA # with SQ address so that we could request DEA to approve the Dr's DEA # for import to SQ thus eliminating the need for [REDACTED] I finally talked to [REDACTED] who is in charge of import/export division and he acknowledged receiving our letter. Unfortunately he said all import approvals are above him? [REDACTED] or is approving authority). [REDACTED] did say he would talk to his bosses and get back to me. That was 3 hours ago.
John

From: Kernan, Scott@CDCR
To: McAuliffe, John@CDCR
Sent: Thu Sep 30 13:33:57 2010
Subject: RE: Thiopental Injection

Does this mean that we can be identified as the importer using our doc's DEA number?

From: McAuliffe, John@CDCR
Sent: Thursday, September 30, 2010 12:56 PM
To: Kernan, Scott@CDCR
Subject: FW: Thiopental Injection

Scott
Please look at and advise and I will complete.....
John

From: [REDACTED]
Sent: Thursday, September 30, 2010 12:50 PM
To: McAuliffe, John@CDCR
Subject: RE: Thiopental Injection

I need to know the entity that will serve as the actual importer...

- Name of entity (California Department of Corrections)
- Address of entity
- DEA Registration #

- Quantity of Thiopental Sodium you will be ordering

FORM 236 will be used for this transaction. Once we have all the data, the product will be ordered and this will be submitted with the order. A summary of the different Parts of Form 236 are included below. [REDACTED] will coordinate the shipment and importation of the drug to its warehouse for clearance. Once released by customs and FDA, [REDACTED] will ship to you when requested. Part of 5 would be [REDACTED] address and DEA registration.

Part "IMPORTER" means the authorized DEA registrant who receives the controlled substance;

1. "EXPORTER" means the authorized DEA registrant who ships the controlled substance.

Part

2. Typical entries might read

Strength: 10 mg tablets

Size or 1,000 tablets/bottle

Weight (Bulk): 100 kilo/drum

Quantity: 100 bottles, 2 drums

If needed, use additional forms and distribute in the prescribed manner after the required documents are attached to each copy.

Part Self-explanatory.

- 3.

Part Insert name of vessel or airline and flight number, together with all intermediate carriers.

4. Furnish all information concerning the transportation of the goods known at the time of preparing form DEA-236.

Part Enter DEA registration number, if known, for "Import Declaration", or foreign registration

5. number, if applicable, for "Export Declaration".

If this form is prepared as a **Controlled Substance Import Declaration**, distribute as follows:

Copies 1, 2, and 3 must be forwarded to the foreign shipper. These copies will accompany the shipment to certain points.

Upon receipt of **Copies 1, 2, and 3**, the foreign shipper will present **Copy 1** to the proper foreign government agency or authority, if required, as a prerequisite to export authorization. **Copy 1** shall then accompany the shipment to its final destination and shall be retained in the files of the importer for a period of at least two years.

Copy 2 shall be detached by the customs official at the foreign port.

Copy 3 shall be removed by an official of the United States Customs and Border Protection at the port of entry, certified and signed by the customs official (after noting any discrepancies), and forwarded to the Drug Enforcement Administration, Office of Diversion Control, Import / Export (ODGI) 8701 Morrisette Drive, Springfield, VA 22152.

Copy 4 must be forwarded at least 15 days prior to importation to the Drug Enforcement Administration, Office of Diversion Control, Import / Export Unit.

Copy 5 must be retained by the importer until receipt of **Copy 1**.

If this form is prepared as a **Controlled Substance Export Declaration**, distribute as follows:

Copies 1, 2, and 3 shall accompany the shipment to certain points.

Copy 1 shall remain with the shipment to its final destination.

Copy 2 shall remain with the shipment, to be detached and retained by the customs official of the foreign port of importation.

Copy 3 shall be removed by an official of the United States Customs Service at the domestic port of exportation, certified and signed by the customs official (after noting any discrepancies), and forwarded to the Drug Enforcement Administration, Office of Diversion Control, Import / Export Unit (ODGI), 8701 Morrisette Drive, Springfield, VA 22152

Copy 4 shall be forwarded at least 15 days prior to exportation to the Drug Enforcement Administration, Office of Diversion Control, Import / Export Unit (ODGI), 8701 Morrisette Drive, Springfield, VA 22152. In cases where the 15 day notice cannot be given, a special waiver may be requested from the Administration.

Copy 5 shall be retained by the exporter as part of his records for a period of at least two years.

[REDACTED]

From: McAuliffe, John@CDCR [mailto:John.McAuliffe@cdcr.ca.gov]

Sent: Thursday, September 30, 2010 12:05 PM

Subject: FW: Thiopental Injection

Importance: High

[REDACTED]
Thank you again here is the information and email.
John McAuliffe

From: [REDACTED]
Sent: Thursday, September 30, 2010 5:27 AM
To: McAuliffe, John@CDCR
Subject: Thiopental Injection
Importance: High

30-09-10

Dear Mr. McAuliffe,

Thank you for your call and thank you for your interest in [REDACTED]
I would be happy to supply you:

Thiopental Injection , powder for reconstitution, thiopental sodium, 500-mg vial packs of 25's £196.75 (pounds sterling)
The current expiry date is February 2014.

POTASSIUM CHLORIDE 1.5GM 10ML INJ. PACKS OF 10 £15.55
Expiry date: 01/13

Pancuronium Injection, pancuronium bromide 2 mg/mL, 2-mL amp packs of 10's
£58.73
Expiry date: 11/11

If you could supply me with the following information, I can produce a proforma invoice:

Invoice address

Delivery address, including contact person and contact person phone number

I will dispatch the goods to you by FedEx,
FedEx delivery charges is separate item.

In order to get the product easier through US customs, I think it would be a goods idea for you to write a letter in the department letterhead, attention of US custom and let them know why you need this product. I would include this letter in your shipment.
Please also email or fax me a copy of your DEA license, to include it in your shipment.

Please let me know if you need further information.

Many thanks,
Kind regards

[REDACTED]

From: Kernan.Scott@CDCR
To: Alston.Steve.M@CDCR
Cc: McAuliffe.John@CDCR
Subject: RE: Thiopental Injection
Date: Thursday, September 30, 2010 1:43:00 PM

Steve,

Thanks for your help. Needs to be addressed confidentially.

I assume the 3 year noted in the agreement is standard. Fact is we are buying enough of the drugs to last until 2014 and would not think, but not impossible, that we would need any more during the three years. So one time transaction.

I'll have to get back to you on cost. Don't know.

The contractor would facilitate the one time purchase of the drug and we would take possession for storage at SQ. no need for them to store it.

Scott

From: Alston, Steve M@CDCR
Sent: Thursday, September 30, 2010 11:21 AM
To: Kernan, Scott@CDCR
Subject: RE: Thiopental Injection

Scott,

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1. Looks like a proposed three year agreement, right?
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THANKS!

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[REDACTED]

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Sent: Thursday, September 30, 2010 9:20 AM
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Subject: FW: Thiopental Injection

FYI
John

[REDACTED]
Sent: Thursday, September 30, 2010 9:15 AM
To: McAuliffe, John@CDCR
Cc: Tim Mitchell
Subject: RE: Thiopental Injection

Received.

I have attached our standard contract (MSA). A Statement of Work (SOW) will define exact work to be conducted.

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[REDACTED]
[REDACTED]
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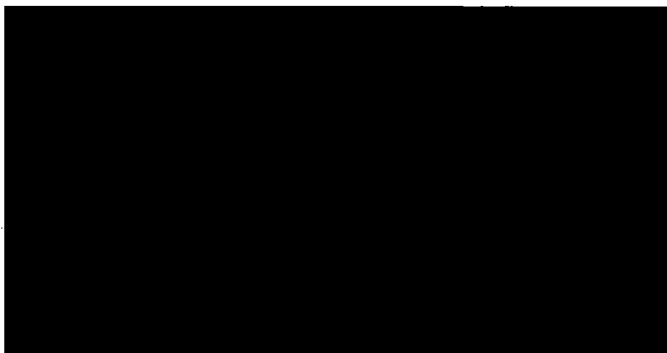
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Size or	1,000 tablets/bottle
Weight (Bulk):	100 kilo/drum
Quantity:	100 bottles, 2 drums

If needed, use additional forms and distribute in the prescribed manner after the required documents are attached to each copy.

Part Self-explanatory.

3.

Part Insert name of vessel or airline and flight number, together with all intermediate carriers.

4. Furnish all information concerning the transportation of the goods known at the time of preparing form DEA-236.

Part Enter DEA registration number, if known, for "Import Declaration", or foreign registration

5. number, if applicable, for "Export Declaration".

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Copy 1 shall remain with the shipment to its final destination.

Copy 2 shall remain with the shipment, to be detached and retained by the customs official of the foreign port of importation.

Copy 3 shall be removed by an official of the United States Customs Service at the domestic port of exportation, certified and signed by the customs official (after noting any discrepancies), and forwarded to the Drug Enforcement Administration, Office of Diversion Control, Import / Export Unit (ODGI), 8701 Morrisette Drive, Springfield, VA 22152.

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Copy 5 shall be retained by the exporter as part of his records for a period of at least two years.

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

From: McAuliffe, John@CDCR [mailto:John.McAuliffe@cdcr.ca.gov]

Sent: Thursday, September 30, 2010 12:05 PM

Subject: FW: Thiopental Injection

Importance: High

[REDACTED]
Thank you again here is the information and email.
John McAuliffe

From: [REDACTED]
Sent: Thursday, September 30, 2010 5:27 AM
To: McAuliffe, John@CDCR
Subject: Thiopental Injection
Importance: High

30-09-10

Dear Mr. McAuliffe,

Thank you for your call and thank you for your interest in [REDACTED]
I would be happy to supply you:

Thiopental Injection , powder for reconstitution, thiopental sodium, 500-mg vial packs of 25's £196.75 (pounds sterling)
The current expiry date is February 2014.

POTASSIUM CHLORIDE 1.5GM 10ML INJ. PACKS OF 10 £15.55
Expiry date: 01/13

Pancuronium Injection, pancuronium bromide 2 mg/mL, 2-mL amp packs of 10's
£58.73
Expiry date: 11/11

If you could supply me with the following information, I can produce a proforma invoice:

Invoice address

Delivery address, including contact person and contact person phone number

I will dispatch the goods to you by FedEx,
FedEx delivery charges is separate item.


In order to get the product easier through US customs, I think it would be a goods idea for you to write a letter in the department letterhead, attention of US custom and let them know why you need this product. I would include this letter in your shipment.

Please also email or fax me a copy of your DEA license, to include it in your shipment.

Please let me know if you need further information.

Many thanks,
Kind regards





From: McAuliffe, John@CDCR
Sent: Thursday, September 30, 2010 9:20 AM
To: Kernan, Scott@CDCR
Subject: FW: Thiopental Injection

FYI
John

From: [REDACTED]
Sent: Thursday, September 30, 2010 9:15 AM
To: McAuliffe, John@CDCR
Cc: Tim Mitchell
Subject: RE: Thiopental Injection

Received.

I have attached our standard contract (MSA). A Statement of Work (SOW) will define exact work to be conducted.

Please review and redline any issues.

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

From: McAuliffe, John@CDCR [mailto:John.McAuliffe@cdcr.ca.gov]
Sent: Thursday, September 30, 2010 12:05 PM
[REDACTED]

[REDACTED]

MASTER SERVICE AGREEMENT TO PROVIDE PHARMACEUTICAL SUPPORT SERVICES

THIS MASTER SERVICE AGREEMENT TO PROVIDE PHARMACEUTICAL SUPPORT SERVICES (this MSA) is made and entered into as of the _____ day of _____, 20____, by and between _____, a(n) _____, having its principal place of business at _____ (the Client) and _____ an Indiana corporation (_____ having its principal place of business at _____ (the facility)). As used in this MSA, the term facility will also include any additional facilities which may be operated by _____ in the future, so long as such facilities meet the same quality standards as the facility.

Preliminary Statements

WHEREAS, _____ is in the business of providing biological, pharmaceutical and medical device support services including, but not limited to, storage and distribution of products under controlled temperatures (the "Services")

WHEREAS, the Client wishes to store certain of its products and supplies (individually, a product, and collectively, the products) at the facility

WHEREAS, this MSA sets forth the general terms and conditions under which _____ will store the Client's products

NOW, THEREFORE, in consideration of the covenants, representations, warranties and mutual agreements in this MSA contained, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, _____ and the Client agree as follows:

Terms and Conditions

Section 1. General Terms.

Section 1.1 Definitions. When used herein, the capitalized terms above shall have the meanings therein stated and the following capitalized terms shall have the meaning ascribed to them below. Any capitalized term used but not defined in this MSA has the same meaning as used in the SOW or any subsequent Statement of Work.

- (a) "Client parties" shall have the meaning ascribed thereto in Section 6.2.
- (b) "Confidential Information" shall have the meaning ascribed thereto in Section 5.1.
- (c) "Indemnitee" shall have the meaning ascribed thereto in Section 6.3.
- (d) "Indemnitor" shall have the meaning ascribed thereto in Section 6.3.
- (e) "Initial period" shall have the meaning ascribed thereto in Section 2.1.
- (f) "Offer period" shall have the meaning ascribed thereto in Section 3.2(a).
- (g) "Renewal period" shall have the meaning ascribed thereto in Section 2.1.
- (h) "_____ Claims" shall have the meaning ascribed thereto in Section 6.1.
- (i) "_____ parties" shall have the meaning ascribed thereto in Section 6.1.

- (j) "SOW" shall have the meaning ascribed thereto in Section 1.2.
- (k) "Statement of Work" shall have the meaning ascribed thereto in Section 1.2.
- (l) "Term" shall have the meaning ascribed thereto in Section 2.1.

Section 1.2 Relationship Between MSA and Statements of Work. [REDACTED] will store the products in accordance with the terms set forth in this MSA and a separate work order specific to a particular product or products (each, a Statement of Work). A Statement of Work may be modified from time to time by way of an amended or supplemental Statement of Work signed by both parties. The parties have contemporaneously executed a Statement of Work No. 1 (the "SOW"), which is attached as Exhibit 1 to this MSA. Additional future Statements of Work will be attached as Exhibits in consecutive order. In the event of any conflict or contradiction between the provisions of the SOW or any other Statement Of Work and this MSA, the SOW will control, but to the maximum extent reasonably practicable each Statement of Work will be deemed to be a supplement to this MSA.

Section 1.3 Right to Store Goods. The Client represents and warrants that the Client is in lawful possession and has full legal title to every product to be stored in the facility (or to be handled in any manner by [REDACTED] and has the right and authority to store them at the facility and to engage [REDACTED] to perform the Services. The Client will provide [REDACTED] with information concerning the product(s) which is accurate, complete and sufficient to enable [REDACTED] to comply with all laws and regulations concerning the storage, handling and transportation of the product(s), including, but not limited to, any facts or circumstances that may make either the product(s), the transportation of the product(s), or the storage of the product(s) in any way hazardous to health.

Section 1.4 Packaging and Labeling. To the extent that any Statement of Work provides that [REDACTED] will provide packaging and/or labeling services for the Client, the Client will deliver to [REDACTED] either: (a) the applicable packaging materials and/or labels or (b) detailed instructions, including label text and artwork, for all packages and labels, including all information required by applicable law to be included on the label of the applicable product (and the Client acknowledges that [REDACTED] will rely on the accuracy of such information without additional independent investigation).

Section 1.5 Domestic Distribution of Commercial Pharmaceutical Products. If applicable, [REDACTED] will distribute pharmaceutical products within the continental United States in compliance with its AWD accreditation and license, and in compliance with the various state licenses which it currently holds. If Client requests distribution to states in which [REDACTED] does not currently hold a state license which permits them to do so, then Client must notify [REDACTED] of this request and give [REDACTED] reasonable time to secure that state license. [REDACTED] retains the right to refuse distribution to the given state if, in its sole discretion, it decides that the burden of securing the license outweighs the current business opportunity.

Section 2. Term/Termination.

Section 2.1 Term. This MSA will commence on the date set forth above and will have an initial term of three (3) years (the Initial period) and will automatically renew for additional one-year periods (each a Renewal period) at the end of the Initial period and each Renewal period thereafter unless the Client or [REDACTED] provides written notice to the other of its decision not to renew the MSA at least sixty (60) days prior to the expiration of the Initial period or the then-current Renewal period. Notwithstanding the foregoing, this MSA will continue until satisfaction of any obligations under any Statement of Work which is executed during the Initial period or any applicable Renewal period. The period that this MSA is actually in effect in accordance with the provisions hereof is referred to in this MSA as the "Term".

Section 2.2 Termination of this MSA for Breach. In the event of a material breach of this MSA or a Statement of Work by either party (including, but not limited to, the Client's failure to pay all Charges as specified in this MSA by the due date) the other party may terminate this MSA upon thirty (30) days prior written notice to the breaching party, provided that such breach is not cured as contemplated below. The notice will describe the material breach in reasonable detail. The receiving party will be entitled to cure the material breach during such thirty (30) day period and, if not cured, this MSA and all Statements of Work will terminate effective at the end of the thirty (30) day period provided, however, all accrued rights and obligations, including the Client's obligations to pay any and all Charges due hereunder with respect to the period prior to the termination date, will survive the termination of this MSA (and the Statements of Work) until fully discharged.

Section 2.3 Termination of Statement of Work. A Statement of Work may be terminated by either party, with or without cause, upon ninety (90) days prior written notice to the other party provided, however, all accrued rights and obligations, including the Client's obligations to pay any and all Charges due thereunder with respect to the period prior to the termination date, will survive the termination of the Statement of Work (and this MSA) until fully discharged. Termination of a Statement of Work will not terminate this MSA unless the terminating party is entitled to terminate this MSA in accordance with Section 2.2 (and properly exercises such right in accordance with such section).

Section 3. Compensation.

Section 3.1 Terms of Payment. [REDACTED] will provide the Client a monthly invoice setting forth all of the Charges then due. Payment of the Charges is due within thirty (30) days of date of the applicable invoice. In the event any Charges are not paid when due, a late payment fee equal to five percent (5%) of the Charges then due will be assessed against the Client. Any Charges not paid within thirty (30) days of the date of invoice will accrue interest at the maximum rate allowed by law, in addition to the five percent (5%) late payment fee. The Client will reimburse [REDACTED] for all costs [REDACTED] incurs (including reasonable attorneys' fees and collection costs) in collecting amounts owed by the Client.

Section 3.2 Offer Period.

(a) The Charges quoted on a Statement of Work will remain valid for a period of thirty (30) days from the date the Statement of Work is signed by [REDACTED] (the Offer period). The Client must indicate its acceptance of the quoted Charges by signing and delivering the Statement of Work to [REDACTED] within the Offer period. In the absence of written acceptance, the act of tendering the product for storage or other Services by [REDACTED] within the Offer period will constitute acceptance by the Client of the terms and conditions specified in the applicable Statement of Work.

(b) If a product does not conform to the description on the applicable Statement of Work, or if a product is tendered to [REDACTED] after the Offer period, or if a product is delivered to the facility after the delivery date specified on the Statement of Work, [REDACTED] may refuse to accept such product, in its sole discretion. If [REDACTED] accepts such product, the parties shall negotiate in good faith for the charges for handling such product consistent with the Charges outlined in the Statement of Work.

Section 4. Risk of Loss.

Section 4.1 Risk of Loss. The Client will bear the risk of any loss of or to any and all products at all times, even when the product is in the possession of [REDACTED] at the facility or otherwise. [REDACTED] will not be liable for loss, delay or damage of any kind resulting from defects in containers or other storage media furnished by or on behalf of the Client. Release of a product to a person in accordance with the instruction of a Client Representative will be considered delivery to the Client, and Sentry's responsibilities in respect of such product will cease upon such delivery.

Section 4.2 Limits on Liability. Notwithstanding anything in this MSA or any Statement of Work to the contrary, [redacted] total liability to the Client (and all "Client parties" as defined below) for damages arising out of or relating to this MSA, any Statement of Work, any attachment to this MSA or any other written agreement made pursuant to this MSA, regardless of the legal theory of the claim (and including any claim for indemnification under Section 6), will not exceed, and [redacted] will not be required to pay or reimburse the Client (or any other Client parties) for any amount in excess of, the amount actually paid to [redacted] by Client under this MSA and the applicable Statements of Work with respect to the products which are involved in the claim. The Client's claim for a return of such amounts paid will be the Client's exclusive remedy for any damages under this MSA and the applicable Statements of Work. Notwithstanding anything in this MSA, any Statement of Work, any attachment to this MSA or any other written agreement made pursuant to this MSA to the contrary, in the event of a loss of product by Client in which the loss is adjudged to be directly attributable to [redacted] gross negligence and/or willful misconduct, [redacted] damages to Client will not exceed the limits of insurance coverages identified in Section 3 below. Notwithstanding anything in this MSA, any Statement of Work, any attachment to this MSA or any other written agreement made pursuant to this MSA to the contrary, under no circumstances will either party be entitled to (a) incidental, indirect, consequential or special damages or (b) punitive or exemplary damages arising in connection with the default or breach of either party in the performance of any of its obligations under this MSA or any Statement of Work. The parties expressly waive any right or claim to incidental, indirect, consequential, special, punitive or exemplary damages each may have or which may arise in the future in connection with any proceeding, claim or controversy directly or indirectly involving this MSA, any Statement of Work, or any of the Services. Damages to the products shall be calculated on the basis of the replacement cost for the products.

Section 4.3 Insurance. Products are not insured by [redacted] against loss or injury however caused.

(a) The Client agrees to obtain, at its own cost, insurance coverage for each product, and to provide [redacted] with evidence of such insurance upon request. The Client agrees to maintain adequate commercial general liability limits, such limits will not be less than 1,000,000 per occurrence and 2,000,000 in aggregate. Client also agrees to list [redacted] as additional insured on its policies and to provide [redacted] with thirty (30) days written notice upon the cancellation of any insurance coverage.

(b) [redacted] will, at its own expense, during the term of this MSA maintain insurance as follows: (i) Errors and Omissions Insurance in an amount not less than 3,000,000 of coverage (ii) Comprehensive General Liability Insurance with a combined single limit for bodily injury and property damage liability of not less than 2,000,000 with respect to any one occurrence (iii) Warehousemen Legal Liability Insurance in an amount not less than 2,500,000 and (iv) Worker's Compensation and Employers' Liability Insurance as required by the State of Indiana (carried under a co-employer contract).

Section 4.4 Environmental Costs. Where damage, loss or injury occurs to stored products (other than as a result of a material breach by [redacted] of its obligations hereunder) which results in a release or a threatened release of product constituents in, on or at the facility, the Client will be responsible for the cost of removing and disposing of such products and the cost of any environmental clean up and site remediation resulting from the damage, loss or injury to the products.

Section 4.5 Notice of Loss, Claim and Filing of Suit. The Client will promptly give [redacted] notice of any loss of, or damage to, any product that the Client believes was caused in whole or in part by [redacted]. Claims against [redacted] by the Client (and any other persons claiming by or through the Client) must be presented in writing to [redacted] within a reasonable time, and in no event longer than either sixty (60) days after delivery of the product by [redacted] or sixty (60) days after the Client or the last known holder of a negotiable warehouse receipt is notified by [redacted] that damage, loss or injury to part or all of the

products has occurred, whichever time is shorter. No action may be maintained by the Client or any third parties against [REDACTED] for damage, loss or injury to stored products unless timely written notice has been given as provided in this Section 4.5 and unless such claim is commenced either within six (6) months after date of delivery by [REDACTED] or within six (6) months after the Client or the last known holder of a negotiable warehouse receipt is notified that damage, loss or injury to part or all of the product has occurred, whichever time is shorter. When products have not been delivered, notice may be given of known damage, loss or injury to the products by mailing of a registered or certified letter to the Client or to the last known holder of a negotiable warehouse receipt.

Section 4.6 Liability for Mis-Shipment. If [REDACTED] negligently mis-ships any product, [REDACTED] will pay the reasonable transportation charges incurred to return the mis-shipped product to the facility. [REDACTED] will have no liability for damages due to the consignee's acceptance or use of the product (whether such product be those of the Client or a third party) unless the Client establishes such loss occurred because of Sentry's failure to exercise the care required of [REDACTED] under Section 4.5 below.

Section 4.7 Representations and Warranties. [REDACTED] represents and warrants that (a) the Services will be performed in a professional manner by qualified, competent personnel and in accordance with all applicable laws and in accordance with generally accepted industry standards applicable to such Services (b) [REDACTED] obligations under this MSA do not materially conflict with and will not cause [REDACTED] to be in breach of any other agreement to which it is bound, including, but not limited to, any lease for the facility and (c) [REDACTED] has or will obtain all necessary government or regulatory authority permits for storage and handling of the product at the facility.

Section 4.8 Client Representations and Warranties. Client represents and warrants that (a) Client's obligations under this MSA do not materially conflict with and will not cause Client to be in breach of any other agreement to which it is bound (b) Client has or will obtain all necessary government or regulatory authority permits to own, ship, store and distribute the product and (c) any undersigned person signing on behalf of any Client that is a corporation, limited liability company, or other entity warrants and represents that (i) said person is fully empowered and duly authorized to execute and deliver this MSA for and on behalf of said Client (ii) that said Client has full capacity, power and authority to enter into and carry out the obligations under this MSA and (iii) that this MSA has been duly authorized, executed and delivered, and constitutes a legal, valid and binding obligation of the Client.

Section 5. Confidentiality; Disclosure.

Section 5.1 Confidentiality. Each of [REDACTED] and the Client agree not to disclose any proprietary and/or confidential information, directly or indirectly, involving or concerning [REDACTED] or the Client (collectively, the Confidential Information) which is furnished or disclosed by one party to the other party during the course of the performance of this MSA or a Statement of Work. Confidential Information, however, does not include information which (a) is generally available to the public other than through any act or omission by the non-disclosing party and is not subject to a confidentiality agreement with an obligation of secrecy to the disclosing party or a third party (b) the receiving party can show was in its possession at the time of the disclosure and was not acquired directly or indirectly from the disclosing party or (c) becomes available to the receiving party on a non-confidential basis from a source other than the disclosing party, provided it is not subject to a confidentiality agreement with an obligation of secrecy to the disclosing party or a third party. This obligation of confidentiality pursuant to the terms of this MSA will be in addition to (and will not supersede) any other confidentiality agreements entered into between [REDACTED] and the Client.

Section 5.2 Ownership of Confidential Information. Ownership of all right, title and interest in each party's Confidential Information will remain at all times with the disclosing party, and nothing in this MSA or a Statement of Work will give any right, title or interest in one party's Confidential Information to the other party.

Section 5.3 Non-Disclosure and Non-Use of Confidential Information. In furtherance of this MSA and in order to assure adequate protection of both parties against the wrongful use or disclosure of the Confidential Information, [REDACTED] and the Client agree to hold all Confidential Information in strict confidence. Each party acknowledges that any use or attempted use of any Confidential Information or any disclosure of the Confidential Information to any third party would constitute immediate and irreparable harm to the disclosing party and would be of significant benefit to any competitor of the disclosing party. Each party will be deemed to have a fiduciary duty to protect all Confidential Information from improper disclosure or use. Except with the prior written consent of the disclosing party or as required by law, each party agrees not to directly or indirectly disclose or use, or authorize any third party to disclose or use, any Confidential Information for (a) an indefinite duration, or (b) in the event that a court of competent jurisdiction determines that an indefinite period is unreasonable, five (5) years following the date hereof. The rights and remedies with respect thereto, whether legal or equitable, will remain in full force and effect during the period described in (a) or (b) above, as applicable.

Section 6. Indemnification.

Section 6.1 Indemnification by Client. The Client will indemnify, defend and hold harmless [REDACTED] and its affiliated entities, and all of Sentry's and such affiliates' respective shareholders, directors, managers, partners, members, officers, employees, subcontractors and agents (collectively, [REDACTED] parties) from and against any and all liabilities, obligations, penalties, claims, judgments, demands, actions, disbursements of any kind and nature, suits, losses, damages, costs and expenses (including, but not limited to, reasonable attorneys' fees) arising out of or in connection with property damage or personal injury (including, but not limited to, death) of third parties (collectively, [REDACTED] Claims) which may be incurred by any of the [REDACTED] parties by reason of or arising out of: (a) any person filing any lien against any property of [REDACTED] or any [REDACTED] Claims in which the person claims payment from [REDACTED] for services provided to the Client (b) any injury (including, but not limited to, death) to any person arising from the services provided to Client pursuant to this MSA (c) any personal injury (including, but not limited to, death) or property damage caused by the gross negligence or willful misconduct (acts or omissions) of any employees, agents or contractors of the Client (d) any damages that [REDACTED] may incur as a direct or proximate result of the inaccuracy or incompleteness of the (i) packaging or labels or (ii) packaging or labeling information provided to [REDACTED] under Section 1. or (e) the material breach of any representations, warranties, covenants, agreements or obligations of the Client under this MSA.

Section 6.2 Indemnification by [REDACTED] will indemnify, defend and hold harmless the Client and its affiliated entities, and all of Client's and such affiliates' respective shareholders, directors, managers, partners, members, officers, employees, subcontractors and agents (collectively, [REDACTED] Client parties) from and against any and all liabilities, obligations, penalties, claims, judgments, demands, actions, disbursements of any kind and nature, suits, losses, damages, costs and expenses (including, but not limited to, reasonable attorneys' fees) arising out of or in connection with property damage or personal injury (including, but not limited to, death) of third parties which may be incurred by the Client parties by reason of or arising out of: (a) any personal injury (including, but not limited to, death) or property damage caused by the gross negligence or willful misconduct (acts or omissions) of any employees, agents or contractors of [REDACTED] and (b) the material breach of any representations, warranties, covenants, agreements or obligations of [REDACTED] under this MSA.

Section 6.3 Indemnification Procedure. If any of the [REDACTED] parties or the Client parties intends to seek indemnification pursuant to this Section 6 (any such person seeking indemnification, an Indemnitee), the Indemnitee will promptly give notice to the party obligated to provide indemnification hereunder (any such person from whom indemnification is sought, an Indemnitor) describing the claim in reasonable detail provided, however, the failure to provide such notice will not affect the obligations of the Indemnitor unless and only to the extent the Indemnitor is actually prejudiced. Within thirty (30) days after receipt of such notice, the Indemnitor will give notice to the Indemnitee whether (i) the Indemnitor agrees to indemnify the Indemnitee and undertake, conduct and control, through counsel of its own choosing and at its own expense, the settlement or defense of such Claim, (ii) to reserve its rights to

indemnify the Indemnitee and undertake, conduct and control, through counsel of its own choosing, the settlement or defense of such claim, or (iii) to affirmatively refuse to indemnify the Indemnitee. If the Indemnitor takes the actions described in subparagraph (i) or (ii) immediately above, the Indemnitee will cooperate with it in connection therewith provided, however, that the Indemnitee may participate in such settlement or defense through counsel chosen by it provided, further, however, that the fees and expenses of such counsel will be borne by the Indemnitee. The Indemnitor will not, without the written consent of the Indemnitee, settle or compromise any action if such settlement or consent will impose any obligations on the Indemnitee. If the Indemnitor fails to take the actions described in subparagraph (i) or (ii) immediately above, the Indemnitee will have the right to contest, settle or compromise any claim without the consent of the Indemnitor provided, however, that in such case, the Indemnitee will not waive any right to indemnity therefor pursuant to this MSA. In all events, the Indemnitee and Indemnitor will cooperate fully in all aspects of any investigation, defense, pretrial activities, trial, compromise, settlement or discharge of any claim in respect of which indemnity is sought hereunder including, but not limited to, providing the other party with reasonable access to employees and officers (including as witnesses) and other information necessary for defense of the claim.

Section 7. Miscellaneous.

Section 7.1 Independent Status. [REDACTED] status will be that of an independent contractor and not that of a servant, agent or employee of the Client. No employee of [REDACTED] will be regarded as an employee of the Client for any purpose, including, but not limited to, tax and insurance matters. The Client is not responsible for the payment of employer-related taxes which may be imposed with respect to any employees or agents of [REDACTED] including, but not limited to, ICA, unemployment taxes, state and federal income tax withholding payments.

Section 7.2 Non-Raiding. During the Term and for a period of one (1) year after the expiration or termination of the Term, both Client and [REDACTED] will not offer employment to, employ or enter into a services arrangement, as an independent contractor or otherwise, with any person employed by the other party during the Term that is or was directly or indirectly involved in the performance of any of the Services. The parties recognize that any breach of this Section 7.2 may cause irreparable injury to the goodwill and proprietary rights of either party, inadequately compensable in monetary damages. Accordingly, in addition to any other legal or equitable remedies that may be available to a party hereunder if the other party threatens to breach or breaches any provision of this Section 7.2, the parties agree that the non-breaching party will be entitled to seek and obtain immediate injunctive relief in the form of a temporary restraining order without notice, preliminary injunction or permanent injunction against the breaching party to enforce this provision and to enjoin any violation or threatened violation of this provision. Either party will be required to post any bond or other security and will not be required to demonstrate any actual injury or damage to obtain injunctive relief from the courts.

Section 7.3 Counterparts. This MSA may be executed in one or more counterparts, including a facsimile counterpart with a printed acknowledgement of receipt received, or an e-mail counterpart with a printed acknowledgement of receipt received, each of which will be deemed to be an original, but all of which together will constitute one and the same MSA. Only one counterpart signed by the party against which enforceability is sought needs to be produced to evidence the existence of this MSA.

Section 7.4 Severability. If a court of competent jurisdiction makes a final determination that any term or provision of this MSA is invalid or unenforceable, and all rights to appeal the determination have been exhausted or the period of time during which any appeal of the determination may be perfected has been exhausted, the remaining terms and provisions will be unimpaired and the invalid or unenforceable term or provision will be deemed replaced by a term or provision that is valid and enforceable and that most closely approximates the intention of the parties with respect to the invalid or unenforceable term or provision, as evidenced by the remaining valid and enforceable terms and conditions of this MSA.

Section 7.5 Assignment. either party may assign or delegate this MSA without the express written consent of the other party, except that either party may assign, delegate or transfer this MSA and all of its respective rights and obligations under this MSA to any business entity that by sale, merger, consolidation or otherwise acquires all or substantially all of the assets of such party to which this MSA relates provided that such assignee of the party shall be reasonably qualified to perform the Services hereunder and shall have assumed in writing all of the assignor's obligations under this MSA. Upon such assignment and novation as provided hereunder, any such successor entity will be deemed to be substituted for the assignor for all purposes of this MSA.

Section 7.6 Modification. This MSA may not be modified, amended, or waived in any manner except by an instrument in writing signed by all parties to this MSA.

Section 7.7 Governing Law, Venue and Jurisdiction. The validity, performance, enforcement, interpretation and any other aspect of this MSA will be governed by the laws of the State of Indiana, notwithstanding the choice of law provisions of the venue where the action is brought, where the violation occurred, or where the Client may be located. The Client agrees and consents to the exclusive jurisdiction of any state or federal court located in Indianapolis, Indiana, and waives any defense of lack of personal jurisdiction or improper venue to a claim brought in such court, except that [REDACTED] may elect, at its sole discretion, to litigate the action in the county or state where any breach by the Client occurred or where the Client can be found.

Section 7.8 Headings. The headings of the Sections of this MSA are inserted for convenience only and will not be deemed to constitute part of this MSA or to affect the construction of this MSA.

Section 7.9 Force Majeure. [REDACTED] will be relieved of its obligations under this MSA if, despite its reasonable effort to do so, it is unable to perform its duties hereunder as a result of acts of God, war, fires, terrorism, public enemies, seizure under legal process, strikes, lockouts, riots and civil commotions or any other reason beyond the control of [REDACTED]

Section 7.10 Offsets. The Client waives any existing and future claims and offsets against payments due [REDACTED] hereunder, and agrees to pay such amounts regardless of any offset or claim that may be asserted by the Client or on the Client's behalf.

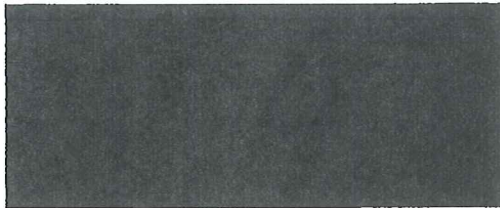
Section 7.11 Binding Effect. This MSA will be binding upon and inure to the benefit of the parties hereto, and any permitted successors or assigns thereof.

Section 7.12 Survival. The rights and obligations set forth in Sections 3.1, .1, .2, .3, .5, .6, 5.1, 5.2, 5.3, and .1 through .15 (inclusive) will survive termination or expiration of this MSA.

Section 7.13 Waiver. The waiver by any party of compliance by any other party with any provision of this MSA will not operate or be construed as a waiver of any other provision of this MSA (whether or not similar), or a continuing waiver or a waiver of any subsequent breach by a party of a provision of this MSA. Performance by any party of any act not required of it under the terms and conditions of this MSA will not constitute a waiver of the limitations on its obligations under this MSA, and no performance will estop that party from asserting those limitations as to any further or future performance of its obligations. The Client acknowledges and agrees that every breach of this MSA or any similar agreement entered into between [REDACTED] and a third party is unique. Therefore, the failure of [REDACTED] to enforce the same, similar or different restriction in a similar agreement or to seek a different remedy or any other act or omission by [REDACTED] will not be construed as a waiver or estoppel to the enforcement of this MSA against the Client.

Section 7.14 Notices. All notices and other communications provided to any party hereto under this MSA will be in writing or by facsimile and addressed or delivered to such party at their addresses below. Any notice, if mailed and properly addressed with postage prepaid, will be deemed given three (3) business days after being sent any notice, when transmitted by facsimile if sent during normal business hours of the recipient, will be deemed given on such day if receipt is confirmed (and if not so confirmed, then on the next business day) any notice, if delivered by hand or courier, will be deemed given when delivered to the address set forth thereon any notice, when transmitted by confirmed electronic mail if sent during normal business hours of the recipient, will be deemed given on such day if receipt is confirmed (and if not so confirmed, then on the next business day), and addressed as follows:

(a) If to [REDACTED] to:



(b) If to the Client, to:

Facsimile:
Telephone:
Attn:

Any party may, by giving written notice to the other parties, change the address to which notice will be sent.

Section 7.15 Interpretation. Both parties acknowledge and agree that the terms and conditions of this MSA (and any applicable Statement of Work) will supersede and control over any terms contained in any invoice or other documents exchanged or entered into between [REDACTED] and the Client that contradict or conflict with any term in this MSA or any SOW attached hereto.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have signed this Master Service Agreement as of the day and year first above written by officials authorized to bind their respective organizations.

' [REDACTED]

"CLIENT"

[REDACTED]

[CLIENT'S COMPANY NAME]

By: [REDACTED]

By:

Printed:

Title:

Date:

Date:

Subject: FW: Thiopental Injection
Importance: High

Thank you again here is the information and email.
John McAuliffe

From: [REDACTED]
Sent: Thursday, September 30, 2010 5:27 AM
To: McAuliffe, John@CDCR
Subject: Thiopental Injection
Importance: High

30-09-10

Dear Mr. McAuliffe,

Thank you for your call and thank you for your interest in [REDACTED]
I would be happy to supply you:

Thiopental Injection , powder for reconstitution, thiopental sodium, 500-mg vial packs of 25's £196.75 (pounds sterling)
The current expiry date is February 2014.

POTASSIUM CHLORIDE 1.5GM 10ML INJ. PACKS OF 10 £15.55
Expiry date: 01/13

Pancuronium Injection, pancuronium bromide 2 mg/mL, 2-mL amp packs of 10's
£58.73
Expiry date: 11/11

If you could supply me with the following information, I can produce a proforma invoice:
Invoice address
Delivery address, including contact person and contact person phone number

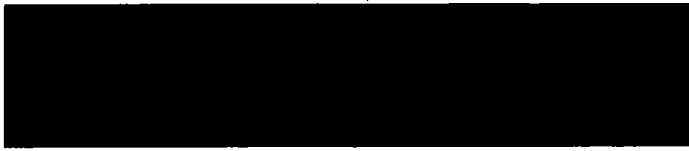
I will dispatch the goods to you by FedEx,
FedEx delivery charges is separate item.


In order to get the product easier through US customs, I think it would be a goods idea for you to write a letter in the department letterhead, attention of US custom and let them know why you need this product. I would include this letter in your shipment.
Please also email or fax me a copy of your DEA license, to include it in your shipment.

Please let me know if you need further information.

Many thanks,
Kind regards


[REDACTED]





From: McAuliffe, John@CDCR
Sent: Thursday, September 30, 2010 9:20 AM
To: Kernan, Scott@CDCR
Subject: FW: Thiopental Injection

FYI
John


Sent: Thursday, September 30, 2010 9:15 AM




Subject: RE: Thiopental Injection


Received.

I have attached our standard contract (MSA). A Statement of Work (SOW) will define exact work to be conducted.

Please review and redline any issues.



From: McAuliffe, John@CDCR [mailto:John.McAuliffe@cdcr.ca.gov]
Sent: Thursday, September 30, 2010 12:05 PM
To:  
Subject: FW: Thiopental Injection
Importance: High


Thank you again here is the information and email.

John McAuliffe

From: [REDACTED] Ltd [mailto:[REDACTED]]
Sent: Thursday, September 30, 2010 5:27 AM
To: McAuliffe, John@CDCR
Subject: Thiopental Injection
Importance: High

30-09-10

Dear Mr. McAuliffe,

Thank you for your call and thank you for your interest in [REDACTED]

I would be happy to supply you:

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Delivery address, including contact person and contact person phone number

I will dispatch the goods to you by FedEx,
FedEx delivery charges is separate item.

In order to get the product easier through US customs, I think it would be a goods idea for you to write a letter in the department letterhead, attention of US custom and let them know why you need this product. I would include this letter in your shipment.
Please also email or fax me a copy of your DEA license, to include it in your shipment.

Please let me know if you need further information.

Many thanks,
Kind regards



From: Kernan, Scott@CDCR
To: Rice, Benjamin@CDCR; Cate, Matt@CDCR
Subject: FW: Thiopental Injection
Date: Thursday, September 30, 2010 7:04:00 AM
Importance: High

So it looks like we can get a full supply from England. I have to work with accounting on how to pay and Customs/FDA on delivery. I'll be working through those details today. I will also let you know when we have AZ finalized. Anticipate this morning it will be in our possession and on the way to SQ.

Scott

From: McAuliffe, John@CDCR
Sent: Thursday, September 30, 2010 6:16 AM
To: Kernan, Scott@CDCR
Subject: Fw: Thiopental Injection
Importance: High

FYI

From: [REDACTED]
To: McAuliffe, John@CDCR
Sent: Thu Sep 30 05:27:27 2010
Subject: Thiopental Injection

30-09-10

Dear Mr. McAuliffe,

Thank you for your call and thank you for your interest in [REDACTED]

I would be happy to supply you:

Thiopental Injection , powder for reconstitution, thiopental sodium, 500-mg vial packs of 25's £196.75 (pounds sterling)

The current expiry date is February 2014.

POTASSIUM CHLORIDE 1.5GM 10ML INJ. PACKS OF 10 £15.55

Expiry date: 01/13

Pancuronium Injection, pancuronium bromide 2 mg/mL, 2-mL amp packs of 10's £58.73

Expiry date: 11/11

If you could supply me with the following information, I can produce a proforma invoice:

Invoice address

Delivery address, including contact person and contact person phone number

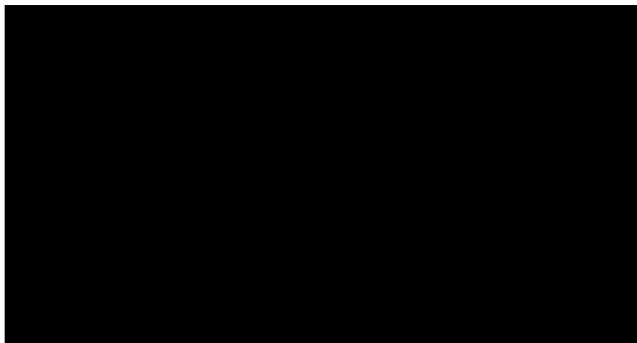
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In order to get the product easier through US customs, I think it would be a good idea for you to write a letter in the department letterhead, attention of US custom and let them know

why you need this product. I would include this letter in your shipment.
Please also email or fax me a copy of your DEA license, to include it in your shipment.

Please let me know if you need further information.

Many thanks,
Kind regards



From: Kernan, Scott@CDCR
To: Chaus, Anthony@CDCR
Subject: Re: Execution Protocol Drugs
Date: Wednesday, September 29, 2010 5:45:02 PM

Have them fly tonight and stage in Florence. Get me the advance stuff and I'll get staff paid. Thx

----- Original Message -----

From: Chaus, Anthony@CDCR
To: Kernan, Scott@CDCR
Sent: Wed Sep 29 17:39:16 2010
Subject: Re: FW: Execution Protocol Drugs

Scott,

It's about 1 hour south of Phoenix. If we drive it will take about 5 hours for my nearest SoCal agent to get there. I recommend we fly to Phoenix and rent a car. If we do that tonight and my agents spend the night in Phoenix or Florence, I can have two agents there at whatever given time you want. They can also fly out in the morning and be at the prison probably within 2 - 3 hours of the notification to go. Alternately, they can drive out tonight or in the morning. No matter how we accomplish the pickup, I will have two more agents standing by to take the handoff in L.A/Bakersfield (depending on time of day) to make the remainder of the trip to SQ. I will assign one supervisor and one agent to each team. If you think it necessary, I can fly to Phoenix and accomplish the pickup and first leg of the trip. Let me know which plan you like best.
Tony

----- Original Message -----

From: Kernan, Scott@CDCR
To: Chaus, Anthony@CDCR
Cc: McAuliffe, John@CDCR
Sent: Wed Sep 29 17:13:01 2010
Subject: FW: Execution Protocol Drugs

Tony,

As you can see below, this is very political and media sensitive. I need to have one or two of your SoCal agents ready to go to Florence, AZ tomorrow morning and pick up the drug and drive to SQ directly. I am having John McAuliffe contact the warden first thing in the morning and work through all the logistical chain of custody information necessary to do this legal. As soon as I get the go ahead from him I'd like to direct your agents to Florence. Can you work on getting your folks ready for this mission and advise me of how long it will take them to get to the Florence prison once we get the go ahead. Thx

Scott

-----Original Message-----

From: CHARLES FLANAGAN [REDACTED]
Sent: Wednesday, September 29, 2010 4:40 PM
To: Kernan, Scott@CDCR
Cc: CARSON McWILLIAMS; ROBERT PATTON
Subject: Re: FW: Execution Protocol Drugs

Scott:

To confirm our verbal conversation, Director Ryan has authorized the Arizona Department of Corrections (ADC) to provide you with 12 grams of the Thiopental Sodium we have just acquired. You also have our thanks for the Pancuronium Bromide your agency has provided to ADC. Please let us know when your employees would like to arrive at the Arizona State Prison Complex-Florence, located at Florence,

Arizona, in order to pick up the drugs, as you indicated this is your preferred method of delivery and transportation.

Warden Carson McWilliams will facilitate the transfer to your staff. His contact information is:

[REDACTED]

I understand from you that your staff will contact him tomorrow morning to arrange a time to meet the Warden and take possession of the drug.

Charles

>>> "Kernan, Scott@CDCR" <Scott.Kernan@cdcr.ca.gov> 9/29/2010 11:04 AM >>>
Mr. Flanagan,

Sorry for delay in getting this information. Just wanted to make sure. Appears that we would need 12 grams minimum. We are going to start working now on procuring via the method you so kindly described. Thanks again for your help. Please let me know what your Director thinks and am sure either the Secretary or even the Governor could make a call if necessary. Look forward to hearing from you.

Scott

-----Original Message-----

From: McAuliffe, John@CDCR
Sent: Wednesday, September 29, 2010 10:14 AM
To: Kernan, Scott@CDCR
Subject: Re: Execution Protocol Drugs

Scott

21 grams would cover backup trays and training. Our minimum would be 12 grams.(2 trays for execution 2 for backup) We can use the 7 grams that expires on 1 Oct for training.
John

From: Kernan.Scott@CDCR
To: Chaus.Anthony@CDCR
Cc: McAuliffe.John@CDCR
Subject: FW: FW: Execution Protocol Drugs
Date: Wednesday, September 29, 2010 5:13:00 PM

Tony,

As you can see below, this is very political and media sensitive. I need to have one or two of your SoCal agents ready to go to Florence, AZ tomorrow morning and pick up the drug and drive to SQ directly. I am having John McAuliffe contact the warden first thing in the morning and work through all the logistical chain of custody information necessary to do this legal. As soon as I get the go ahead from him I'd like to direct your agents to Florence. Can you work on getting your folks ready for this mission and advise me of how long it will take them to get to the Florence prison once we get the go ahead. Thx

Scott

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From: CHARLES FLANAGAN [REDACTED]
Sent: Wednesday, September 29, 2010 4:40 PM
To: Kernan, Scott@CDCR
Cc: CARSON McWILLIAMS; ROBERT PATTON
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[REDACTED] will facilitate the transfer to your staff. His contact information is:

[REDACTED]
I understand from you that your staff will contact him tomorrow morning to arrange a time to meet the Warden and take possession of the drug.

Charles

>>> "Kernan, Scott@CDCR" <Scott.Kernan@cdcr.ca.gov> 9/29/2010 11:04 AM >>>
Mr. Flanagan,

Sorry for delay in getting this information. Just wanted to make sure. Appears that we would need 12 grams minimum. We are going to start working now on procuring via the method you so kindly described. Thanks again for your help. Please let me know what your Director thinks and am sure either the Secretary or even the Governor could make a call if necessary. Look forward to hearing from you.

Scott

-----Original Message-----

[REDACTED]
Sent: Wednesday, September 10 10:14 AM

To: Kernan, Scott@CDCR

[REDACTED] on Protocol Drugs

[REDACTED] trays and training. Our minimum would be 12 grams.(2 trays for
[REDACTED] can use the 7 grams that expires on 1 Oct for training.

John

From: Kernan, Scott@CDCR
To: "CHARLES FLANAGAN"
Subject: RE: Execution Protocol Drugs
Date: Wednesday, September 29, 2010 4:57:00 PM

Charles,

Just confirming I received this email. Staff will be contacting Warden first thing in the morning. You guys in AZ are life savers. By you a beer next time I get that way.

Scott

-----Original Message-----

From: CHARLES FLANAGAN [REDACTED]
Sent: Wednesday, September 29, 2010 4:40 PM
To: Kernan, Scott@CDCR
Cc: CARSON McWILLIAMS; ROBERT PATTON
Subject: Re: FW: Execution Protocol Drugs

Scott:

To confirm our verbal conversation, Director Ryan has authorized the Arizona Department of Corrections (ADC) to provide you with 12 grams of the Thiopental Sodium we have just acquired. You also have our thanks for the Pancuronium Bromide your agency has provided to ADC. Please let us know when your employees would like to arrive at the Arizona State Prison Complex-Florence, located at Florence, Arizona, in order to pick up the drugs, as you indicated this is your preferred method of delivery and transportation.

Warden Carson McWilliams will facilitate the transfer to your staff. His contact information is:

[REDACTED]

I understand from you that your staff will contact him tomorrow morning to arrange a time to meet the Warden and take possession of the drug.

Charles

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Scott

-----Original Message-----

From: McAuliffe, John@CDCR
Sent: Wednesday, September 29, 2010 10:14 AM
To: Kernan, Scott@CDCR
Subject: Re: Execution Protocol Drugs

Scott

[REDACTED] Our minimum would be 12 grams.(2 trays for
execution 2 for backup) [REDACTED] the 7 grams that expires on 1 Oct for training.
John
[REDACTED]

From: Kernan, Scott@CDCR
To: McAuliffe, John@CDCR
Cc: Cullen, Vincent@CDCR
Subject: FW: FW: Execution Protocol Drugs
Date: Wednesday, September 29, 2010 4:56:00 PM

John,

Got the 12 grams from AZ. I am going to have agents from OCS down south pick it up tomorrow and drive it directly to SQ. What kind of documents do we need for chain of control? Also important that we get at that pharmacy in England. GREAT JOB.

Scott

-----Original Message-----

From: CHARLES FLANAGAN [REDACTED]
Sent: Wednesday, September 29, 2010 4:40 PM
To: Kernan, Scott@CDCR
Cc: CARSON McWILLIAMS; ROBERT PATTON
Subject: Re: FW: Execution Protocol Drugs

Scott:

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I understand from you that your staff will contact him tomorrow morning to arrange a time to meet the Warden and take possession of the drug.

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Scott

-----Original Message-----

From: McAuliffe, John@CDCR
Sent: Wednesday, September 29, 2010 10:14 AM
To: Kernan, Scott@CDCR
Subject: Re: Execution Protocol Drugs

[REDACTED]
Scott

21 grams would cover backup trays and training. Our minimum would be 12 grams.(2 trays for
up) We can use the 7 grams that expires on 1 Oct for training.
[REDACTED]

From: Kernan, Scott@CDCR
To: Cate, Matt@CDCR; Rice, Benjamin@CDCR
Subject: FW: FW: Execution Protocol Drugs
Date: Wednesday, September 29, 2010 4:52:00 PM

Written confirmation. I am arranging to have OCS agents pick up the drug and transport directly to SQ. When I tie it down I'll give you an ETA.

Scott

-----Original Message-----

From: CHARLES FLANAGAN [REDACTED]
Sent: Wednesday, September 29, 2010 4:40 PM
To: Kernan, Scott@CDCR
Cc: CARSON McWILLIAMS; ROBERT PATTON
Subject: Re: FW: Execution Protocol Drugs

Scott:

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Warden Carson McWilliams will facilitate the transfer to your staff. His contact information is:

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To: Kernan, Scott@CDCR
Subject: Re: Execution Protocol Drugs

Scott

21 grams would cover backup trays and training. Our minimum would be 12 grams.(2 trays for execution 2 for backup) We can use the 7 grams that expires on 1 Oct for training.

[REDACTED]

[REDACTED]

[REDACTED]