

CONFIRMATION OF PURCHASE ORDER

Meridian Medical Technologies, Inc. ("Seller") hereby accepts Purchase Order No.

[LF00188424] (the "PO") submitted by the Buyer (as defined below) to Seller subject to the terms and conditions of this Confirmation of Purchase Order ("Confirmation").

1. Terms. Notwithstanding anything to the contrary in the PO or in any Buyer terms and conditions or otherwise, the parties acknowledge and agree that (a) the terms and conditions set forth in this Confirmation shall be the sole and exclusive terms and conditions governing the sale of the product(s) set forth in the PO (collectively, "Product(s)") by Seller to Buyer and all related transactions contemplated hereunder; (b) the terms and conditions set forth or referenced in the PO or any other document of Buyer shall not apply to the Seller or the sale of Product under the PO; (c) the Seller shall not be required to make and specifically disclaims any certifications, representations, undertakings, or disclosures (of any information or documentation) except as expressly set forth herein; (d) in the event of a conflict between this Confirmation and the PO or any other documentation of the Buyer, this Confirmation shall govern; and (e) this Confirmation shall not be modified, amended, or supplemented except by a written document executed by authorized representatives of each of the Buyer and Seller. The PO and this Confirmation shall be collectively referred to as the "Contract."

2. Documentation. Buyer shall provide Seller with the following documentation prior to Seller's shipment of Product (collectively, "Documentation"): (a) if Buyer is a governmental entity, a Prescription Authorization Form signed by its Medical Director; (b) if Buyer is not a governmental entity, a pharmacy license or a State Controlled Substances Registration or comparable registration or license issued by the applicable State and satisfactory to the Seller; (c) a U.S. D.E.A. Registration Certificate for Schedule IV drugs (if applicable); and (d) a U.S. D.E.A. Form 222 with Quota Statement for Schedule II drugs (if applicable).

3. Delivery. Seller shall deliver Product FOB origin; provided that Seller shall (a) arrange for transportation of the Product via a carrier and route of its choice and (b) prepay all standard transportation charges to destinations in the continental U.S. If Buyer requests special or expedited shipping or routing (including shipment outside of the continental U.S.), Seller shall be entitled to invoice any charges associated therewith at cost as a separate line item. Seller shall use commercially reasonable efforts to deliver the Product by the date specified in the PO; provided, that (x) Seller shall not be subject to any liability in the event that it does not deliver the Product by such date and; (y) in the event that Product is not in Seller's inventory on the date of Seller's receipt of all required Documentation for shipment of such Product, Seller shall deliver such Product within one hundred and thirty-five (135) days from such date. Title and risk of loss for Product shall pass to Buyer upon delivery.

4. Payment. Buyer shall pay amounts invoiced hereunder within thirty (30) days of the date of the applicable invoice.

5. Product Warranty. (a) Seller warrants that upon delivery hereunder, all Product (i) will comply with the specifications therefor outlined in the applicable regulatory approval, (ii) will have been manufactured in material compliance with current good manufacturing practices as put forth in 21 C.F.R. §§ 210 and 211 for human drug products and all applicable law, (iii) will not be adulterated or misbranded within the meaning of the United States Federal Food, Drug, and Cosmetic Act (the "Act"), and (iv) may be introduced into interstate commerce pursuant to the Act ((i) - (iv) collectively, the "Product Warranty"). (b) EXCEPT AS EXPRESSLY SET FORTH HEREIN, SELLER EXTENDS NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE.

(c) If Seller confirms that Product delivered hereunder does not conform to the Product Warranty (once confirmed, "Non-Conforming Product"), Seller shall, at Buyer's option, (i) as expeditiously as commercially practical supply Buyer with a conforming quantity of Product or (ii) refund to Buyer amounts actually paid for Non-Conforming Product. Non-Conforming Product shall, at Seller's option, be destroyed or returned to Seller, in each case, at Seller's expense.

6. Returns. Subject to Section 5(c) with respect to Non-Conforming Product, Buyer shall not return any Product to Seller.

7. Export Control. This Section 7 applies if the Products include Export Control Products (as defined below), and shall be self-deleting and not applicable if the Products do not include Export Control Products. Buyer acknowledges that the Export Control Products and related technical data are subject to various global trade control laws and regulations, including the International Traffic in Arms Regulations ("ITAR"), 22 C.F.R. Parts 120-130 and the Export Administration Regulations ("EAR"), (15 C.F.R. Part 730 et seq.). Buyer covenants that it, its affiliates, and

others acting on behalf of Buyer, shall comply with the requirements of the ITAR, EAR, and any other applicable global trade control laws and regulations. In particular, Buyer agrees that it will not export, re-export, or retransfer the Export Control Products or related technical data, or the direct products of any such data, unless such activity is in compliance with all applicable global trade laws and regulations and Buyer first receives written consent from Supplier. Buyer also covenants that, with respect to activities involving the Export Control Products, related technical data, and direct products of any such data, it shall advise its employees, agents, contractors, subcontractors, and any other relevant third parties of applicable requirements under relevant global trade control laws and regulations, and shall secure their commitment to comply with such requirements. The term "Export

Control Products" shall refer to the following products to the extent one or more is included as Products: AtroPen® (all presentations), Duodote®, and the pralidoxime chloride auto-injector.

8. Indemnification. To the extent permitted by law, and without waiving the defense of sovereign immunity, Each Party (the "Indemnifying Party") shall indemnify, save, hold harmless and defend the other party and its affiliates, and designees, and their respective officers, directors, shareholders, employees, and agents (hereinafter "Indemnified Parties") from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by Indemnifying Party's performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the Indemnifying Party; and (b) not caused solely by the active negligence or willful misconduct of Indemnified Parties.

9. Limitation of Liability. EXCEPT WITH RESPECT TO ITS INDEMNIFICATION OBLIGATIONS UNDER SECTION 8, (A) SELLER SHALL IN NO EVENT BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES IN CONNECTION WITH THE CONTRACT OR FOR ANY LOSS OR INJURY TO BUYER'S PROFIT OR GOODWILL ARISING FROM OR RELATING HERETO OR THERETO REGARDLESS OF ANY NOTICE OF SUCH DAMAGES AND (B) SELLER'S AGGREGATE LIABILITY UNDER THE CONTRACT SHALL BE LIMITED TO THE AMOUNTS ACTUALLY PAID BY BUYER FOR PRODUCT HEREUNDER.

10. Term; Termination. The Contract shall become binding, subject to the terms and conditions hereof, on the date this Confirmation is signed (the "Effective Date"). The term of the Contract shall commence on the Effective Date and end on the later of (a) delivery by Seller of all Product ordered hereunder and (b) payment by Buyer of all outstanding amounts owed hereunder. Either party may terminate the Contract on ten (10) days' prior written notice to the other party. The following sections hereof shall survive any expiration or termination of the Contract: 1, 4, 6, 7, 8-11.

11. Miscellaneous. All notice required or permitted under the Contract shall be in writing, shall refer to the PO, this Confirmation, and the Effective Date, and shall be deemed given on the date of receipt only if sent to (a) the Buyer at the addresses specified in the signature block below and (b) the Seller at 6350 Stevens Forest Road, Suite 301, Columbia, MD 21046 (Attn.: President) with copy to the same address to the attention of the "Legal Department," in each case ((a) and (b)), via nationally recognized overnight delivery service or U.S. registered mail, return receipt requested. No waiver by either party of any provision or breach of the Contract shall constitute a waiver by such party of any other provision or breach, and no such waiver shall be effective unless made in writing and signed by an authorized representative of the party against which waiver is sought. If any provision of the Contract is found by a proper authority to be unenforceable, that provision shall be severed and the remainder of the Contract will continue in full force and effect; provided that the parties shall use their best efforts to agree upon alternative language for such provision that complies with applicable law and achieves the original intention of the parties. The Contract constitutes the final, complete, and exclusive agreement between the parties relating to the subject matter hereof and supersedes all prior conversations, understandings, promises, and agreements relating to the subject matter hereof. Neither party has relied upon any communications, representations, terms or promises, verbal or written, not set forth herein. The Contract does not confer any rights on any third parties. Headings are for convenience only and shall not affect the construction or interpretation of the Contract. An executed signature page delivered by facsimile or electronic mail in portable document format (.pdf) shall be effective as an original signature page.

12. Signature. By signing below, you confirm that you have read this Confirmation, have the authority to sign on behalf of the Buyer, and that this Confirmation, once executed, shall constitute a legal, valid, and binding obligation of the Parties in conjunction with the PO (subject to this Confirmation) and is enforceable against it.

AGREED AND ACCEPTED:

Buyer: Lexington-Fayette Urban County Government

Address: 200 East Main Street  
Lexington, KY 40507

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

Name: Linda Gorton

Title: Mayor

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