

(213) 225-2221 TLX: 4997369

February 23, 1987

Mr. Jimmy Lord, President Pine Bluff Biological Products, Inc. 510 Mulberry Street Pine Bluff, Arkansas 71601

Dear Jimmy:

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Per our conversation on February 20, 1987, please reinstate the Heparin plasma program at your Varner Plasma-Grady facility as soon as possible.

I have notified Alpha's Material's Management Department to coordinate the delivery of all items necessary to begin the program immediately.

The program will remain in effect through the remainder of your contract period, unless otherwise advised.

Should you have any questions, please contact me at your earliest convenience.

Sincerely, GRO-C

GRO-C

Michael A. Lindenbaum Associate Director, Plasma Procurement

- cc: J. Carlisle P. Hajduk L. Houghton T. McNicol E. Neilson S. Sims
 - M. Townsend

(08071)



June 3, 1987

Mr. Jim Lord, President Pine Bluff Biological Products, Inc. 510 Mulberry Street Pine Bluff, AR 71601

Dear Jim:

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This shall serve as written confirmation of Alpha Therepeutic Corporation's intent to purchase heparin and/or normal plasma from Varner Plasma Inc. as follows:

Location: Arkansas Department of Corrections, Cummins Unit, Plasma Center Grady, AR 71644

Term: One year, commencing July 1, 1987

Cancellation: Upon 30 day notice

The consummation of this purchase of heparin and/or normal plasma is subject to execution of Alpha's standard Agreement for the Purchase and Sale of Blood Plasma by both Alpha and Varner Plasma Inc.

Sincerely,

GRO-C

Michael A. Lindenbaum Associate Director, Plasma Procurement

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July 2, 1987

Mr. Jim Lord, President Pine Bluff Biological Products, Inc. 510 Mulberry Street Pine Bluff, AR 71601

Dear Jim:

This shall serve as written confirmation of Alpha Therapeutic Corporation's intent to purchase heparin and/or normal plasma from Varner Plasma, Inc. as follows:

Location: Arkansas Department of Corrections, Pine Bluff Diagnostic & Womens Unit Pine Bluff, AR/ 71603

Term: 6 months, commencing July 1, 1987

Cancellation: Upon 30 day notice



The consummation of this purchase of heparin and/or normal plasma is subject to execution of Alpha's standard Agreement for the Purchase and Sale of Blood Plasma by both Alpha and Varner Plasma, Inc.

Sincerely,

GRO-C

Lynn Houghton Manager, Plasma Procurement



MOLTPL4A-0371

Alpha THERAPEUTIC CORPORATION³

5555 Valley Boulevard, Los Angeles CA 90032 (213) 225-2221 TLX: 4997369

April 25, 1988

Mr. Jim Lord Pine Bluff Biological Products, Inc. 510 Mulberry Street Pine Bluff, AR 71601

Dear Jim:

Enclosed please find two (2) originals of Amendment Number One to the Agreement for the Purchase and Sale of Blood Plasma between Alpha Therapeutic Corporation and Pine Bluff Biological Products, Inc. and two (2) originals of Amendment Number One to the Agreement for the Purchase and Sale of Blood Plasma between Alpha Therapeutic Corporation and Varner Plasma Center, Inc.

Please review and return one signed original of each Amendment to my attention at your earliest convenience. Keep the second set of originals for your records. If you have any questions or if I can be of any assistance, please call.

Sincerely.

GRO-C

Michael A. Lindenbaum Assoc. Director, Plasma Procurement

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AMENDMENT NUMBER ONE

AGREEMENT FOR THE PURCHASE AND SALE

OF BLOOD PLASMA

BETHEEN

ALPHA THERAPEUTIC CORPORATION

AND

PINE BLUFF BIOLOGICAL PRODUCTS, INC.

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(FAYETTEVILLE, PINE BLUFF, AND NORTH LITTLE ROCK)

This Amendment Number One is made and entered into by and between Alpha Therapeutic Corporation, a California Corporation, with its principal place of business at 5555 Valley Boulevard, Los Angeles, California 90032 (hereinafter referred to as "Alpha") and Pine Bluff Biological Products, Inc., an Arkansas corporation with a principal place of business at 510 Mulberry Street, Pine Bluff, Arkansas 71601 (hereinafter referred to as "Seller").

<u>HITNESSETH</u>:

WHEREAS, on August 1, 1987 Alpha and Seller entered into an Agreement for the Purchase and Sale of Blood Plasma (hereinafter referred to as "Plasma Agreement"), and

WHEREAS, the parties desire to make certain changes in and to the Plasma Agreement to become effective from March 7, 1988.

NOW, THEREFORE, in consideration of the foregoing and subject to the terms and conditions set forth herein, the parties mutually agree as follows:

-1-

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Section 2.2.4 of the Plasma Agreement is hereby deleted and the following is inserted in its place as though fully set forth in the Plasma Agreement (underscoring indicates changes from the original Plasma Agreement):

"2.2.4 Seller agrees to allow Alpha to setoff and deduct the following amount from the below-listed Center(s) per kilogram of Plasma purchased by Alpha from Seller hereunder until the entire loan amounts <u>under the Loan Agreement and Promissory Note dated April 29, 1985, and Promissory Note dated August 1, 1987</u>, plus any accrued interest thereon, are paid by Seller to Alpha in full, <u>subject to the provision that any loan amount outstanding as of</u> <u>December 31, 1988 will become immediately due and payable together</u> with all interest accrued thereon to December 31, 1988, within ten (10) days of the date of written notice from Alpha of the total amount due."

(a) Loan Agreement and Promissory Note dated April 29, 1985, indicating a Seventy Five Thousand Dollar (\$75,000) cash loan, shall be repaid at Twelve Percent (12%) simple annual interest as follows:

i) <u>One Dollar (\$1.00)</u> per kilogram of Plasma purchased by Alpha from Seller's Fayetteville, Arkansas Center; and

ii) <u>Fifty Cents (\$0.50)</u> per kilogram of Plasma purchased by Alpha from Seller's North Little Rock, Arkansas and Pine Bluff, Arkansas Centers, which setoffs and deductions shall be applied toward the Loan Amount after the Promissory Note dated August 1, 1987, is repaid to Alpha by Seller in full.

iii) <u>One Dollar (\$1.00)</u> per kilogram of Plasma purchased by Alpha from Varner Plasma Center, Inc. – Arkansas Department of Corrections, Cummins Unit, Grady Arkansas and Arkansas Department of Corrections – Pine Bluff Diagnostic and Homen's Unit, Pine Bluff, Arkansas Centers.

b) Promissory Note <u>dated August 1, 1987</u>, indicating a Twenty-Two Thousand Five Hundred Seventy Four 63/100 Dollars (\$22,574.63) amount owed on downgraded plasma, shall be repaid without interest as follows:

1) <u>Fifty Cents</u> (\$0.50) per kilogram of Plasma purchased by Alpha from Seller's North Little Rock, Arkansas and Pine Bluff, Arkansas Centers."

-2-

The amendments to the Plasma Agreement which are set forth in this Amendment Number One shall be deemed to be incorporated into the Plasma Agreement in full by the reference herein and shall be further deemed to be an integral part thereof as though fully set forth therein. All other terms and conditions of the Plasma Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have entered into and executed this Amendment Number One on the date set forth below.

ALPHA THERAPEUTIC CORPORATION	
GRO-C	
Title V.P. C	Controller
Date/	1/20/88
4/2/88	

PINE BLUFF BIOLOGICAL PRODUCTS, INC.

By_____ Title_____ Date____

JFK:3077L 03/31/88

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MDLTPL4A-0344

AMENDMENT NUMBER ONE TO AGREEMENT FOR THE PURCHASE AND SALE OF BLOOD PLASMA BETWEEN ALPHA THERAPEUTIC CORPORATION

AND

VARNER PLASMA CENTER, INC.

(PINE BLUFF AND GRADY)

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> This Amendment Number One is made and entered into by and between Alpha Therapeutic Corporation, a California Corporation, with its principal place of business at 5555 Valley Boulevard, Los Angeles, California 90032 (hereinafter referred to as "Alpha") and Varner Plasma Center, Inc., an Arkansas corporation with a principal place of business at 510 Mulberry Street, Pine Bluff, Arkansas 71601 (hereinafter referred to as "Seller").

WITNESSETH:

WHEREAS, on August 5, 1987 Alpha and Seller entered into an Agreement for the Purchase and Sale of Blood Plasma (hereinafter referred to as "Plasma Agreement"), and

WHEREAS, the parties desire to make certain changes in and to the Plasma Agreement to become effective from March 7, 1988.

NOW, THEREFORE, in consideration of the foregoing and subject to the terms

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