

NALOXONE PAYMENT AGREEMENT

This Naloxone Payment Agreement (the "Agreement") is made as of the 2nd day of March, 2015 (the "Effective Date") between Amphastar Pharmaceuticals, Inc., a Delaware corporation, with its principal offices and place of business at 11570 6th Street, Rancho Cucamonga, California 91730 ("Amphastar") and the Office of Ohio Attorney General Mike DeWine, 30 E. Broad St., Columbus, Ohio 43215 ("Ohio AG"). The Ohio AG and Amphastar are collectively referred to as the "Parties" and individually as a "Party".

RECITALS

- A. WHEREAS, Amphastar produces naloxone, an opioid antagonist that various organizations in Ohio use to reduce the rates of death due to overdose ("Naloxone");
- B. WHEREAS, various organizations located within the state of Ohio established programs to respond to the current opiate epidemic by purchasing, distributing, or funding the purchase of Naloxone;
- C. WHEREAS, Amphastar raised wholesale prices for Naloxone products sometime in the fall of 2014;
- D. WHEREAS, on February 13, 2015, Ohio Attorney General Mike DeWine sent a letter expressing concern that the price increase in Naloxone could adversely affect access to the drug in Ohio;
- E. WHEREAS, Amphastar maintains that its pricing of Naloxone is based upon legitimate and lawful business factors;
- F. WHEREAS, in a good faith effort to amicably resolve Ohio AG's pricing concerns, the Parties have engaged in discussions regarding Amphastar's Naloxone pricing; and
- G. WHEREAS, Amphastar and Ohio AG believe the obligations imposed by this Agreement are beneficial to the public and will improve access to Naloxone, and will potentially save lives.

Now therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

TERMS OF AGREEMENT

1. Payment Amount. Amphastar shall make a payment in the amount of \$6.00 ("Payment Amount") for each Amphastar Naloxone syringe (a "Syringe") purchased by a Public Entity in Ohio. For purposes of this Agreement, a "Public Entity" is any non-federal governmental entity located within Ohio, including but not limited to state agencies (e.g., Ohio Department of Health, Ohio Department of Mental Health and Addiction Services), Project DAWN community

programs, county or other local governments, or law enforcement agencies. In the event that a Public Entity distributes or resells Syringes to other Public Entities, the Ohio AG will only permit the last purchaser to receive reimbursement for a Syringe.

Amphastar shall pay the Payment Amount associated with a given Syringe regardless of whether the Syringe was purchased directly from Amphastar or from a third party (including wholesale distributors). In no event shall the Payment Amount be reduced.

2. Payment Increase. Notwithstanding the provisions of paragraph 1, above, in the event Amphastar increases its wholesale acquisition cost of a Syringe, Amphastar shall immediately increase the Payment Amount by the actual dollar amount of the wholesale acquisition cost increase in the Syringe price for all Syringes purchased by a Public Entity following the price increase. During the Term (as defined in Section 4) of this Agreement, Amphastar shall notify the Ohio AG within 30 business days following any wholesale price increase of Naloxone to Public Entity purchasers.
3. Payment Procedures. Within 30 days following the end of a calendar quarter, a Public Entity seeking payment under this Agreement shall submit to the Ohio AG a written accounting certifying the number of Syringes purchased by the Public Entity during a given calendar quarter or part thereof ("Certified Request"). This Certified Request shall include paid invoices or other reasonably adequate documentation of the number of Syringes purchased by the Public Entity and shall not include any Syringes that have been resold to another Public Entity for which that other Public Entity is eligible to seek reimbursement.

Within 60 days following the end of a calendar quarter, the Ohio AG shall consolidate all of the Certified Requests it has received into a single summary submission (but that includes as back-up, copies of the individual Certified Requests) (collectively, the "Summary Certified Request") to Amphastar on behalf of all Public Entities who submitted Certified Requests for that particular quarter. Amphastar shall pay the entire Payment Amount to the Ohio AG within 90 business days following its receipt of the Summary Certified Request. The Ohio AG shall in turn disburse payments to each Public Entity in a timely manner.

All Certified Requests by a Public Entity for Syringes purchased during the Term of this Agreement must be submitted to Amphastar before December 31, 2016 to participate in this program.

4. Term and Termination. This Agreement shall apply to Syringes purchased within one year following the Effective Date of this Agreement (the "Term"). Following payment of all Payment Amounts accrued during the Term and submitted for reimbursement pursuant paragraph 3 above, this Agreement shall terminate, except for paragraphs 5 through 13, which shall survive termination.

5. Liability Exclusion. Except as otherwise may be stated herein, Amphastar's liability under this Agreement is limited to payment of the Payment Amount for Syringes purchased during the Term, and Amphastar otherwise shall assume no further liability pursuant to this Agreement, including liability for damages of any type (including direct, indirect and consequential damages). Except as provided in paragraph 6 below, however, nothing in this Agreement shall be construed to alter or limit Amphastar's existing legal obligations relating to product liability, including but not limited to those arising from the manufacture or marketing of Naloxone.
6. Assurance of Discontinuance. Ohio AG finds the financial relief and other obligations set forth in this Agreement to be in the public interest, accepts the terms of this Agreement in lieu of commencing any legal proceeding, and hereby agrees not to take legal action against Amphastar or any of its affiliates, predecessors, successors, parents, subsidiaries, assigns, agents, administrators, attorneys, directors, shareholders, officers, employees or representatives in connection with the pricing of Naloxone in 2014. Nothing in this Agreement shall be construed as an admission or concession by Amphastar of any liability in connection with its pricing of Naloxone prior to the effective date of this Agreement.
7. Disclaimer. Amphastar expressly disclaims any endorsement or promotion of off-label use by any Public Entity of any of Amphastar's products, including Amphastar's Naloxone.
8. Amendment. Unless otherwise provided herein, this Agreement may not be changed, waived, discharged or terminated orally, but instead only by a written document that is signed by the duly authorized officers of the Parties.
9. Severability. Whenever possible, each provision of the Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any term or provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of the Agreement and this Agreement shall be interpreted and construed as if such provision has never been contained herein.
10. Governing law. This Agreement shall be governed by and interpreted under the laws of the state of Ohio without regard to its conflict or choice of law provisions. Amphastar agrees not to raise or interpose in any way their state of incorporation as a defense on grounds of personal jurisdiction as to any cause of action, claim or argument arising from the enforcement of this Agreement by Ohio AG or any Public Entity.
11. Third party Beneficiaries. The Parties agree that any Public Entity purchasing Naloxone during the Term constitutes an intended third-party beneficiary of this Agreement.
12. Entire Agreement. This agreement constitutes the entire agreement by and between the Parties as to the subject matter hereof. This agreement supersedes and replaces in its entirety all prior

agreements, understandings, letters of intent and memoranda of understanding by and between the Parties hereto, in either written or oral form.


13. Counterparts; Electronic of Facsimile Signatures. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument. This Agreement may be executed and delivered electronically or by facsimile and up on such delivery such electronic or facsimile signature will be deemed to have the same effect as if the original signature had been delivered to the other Party.

Amphastar Pharmaceuticals, Inc.

By: _____

Name: _____

Title: _____



Jason Shandell
President

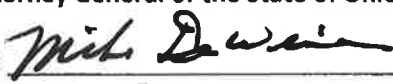
Mike DeWine

Attorney General of the State of Ohio

By: _____

Name: _____

Title: _____



MIKE DEWINE
ATT. GEN. (OHIO)