AWARD/CONTRACT

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350) — RATING: DO-C9

2. CONTRACT (Proc. Inst. Ident.) NO.: W9113M-07-C-0159

3. EFFECTIVE DATE: 07 Jun 2007

4. REQUISITION/PURCHASE REQUEST/PROJECT NO.: W90GXK71150090

5. ISSUED BY — CODE W9113M
US ARMY SPACE & MISSILE DEFENSE COMMAND
[redacted]
PO BOX 1500
HUNTSVILLE AL 35807-3801

6. ADMINISTERED BY (If other than Item 5) — CODE W9113M
US ARMY SPACE & MISSILE DEFENSE COMMAND
[redacted]
64 THOMAS JOHNSON DRIVE
FREDERICK MD 21702

7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code)
MERIDIAN MEDICAL TECHNOLOGIES INC
[redacted]

CODE 54452 — FACILITY CODE

8. DELIVERY
[X] FOB ORIGIN [ ] OTHER (See below)

9. DISCOUNT FOR PROMPT PAYMENT

10. SUBMIT INVOICES 1 (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:

ITEM: Section G

11. SHIP TO/MARK FOR — CODE

See Schedule

12. PAYMENT WILL BE MADE BY — CODE HQ0302
DFAS-ROME
[redacted] 325 BROOKS ROAD
[redacted]
ROME NY 13441-4527

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:
[ ] 10 U.S.C. 2304(c)( ) [ ] 41 U.S.C. 253(c)( )

14. ACCOUNTING AND APPROPRIATION DATA
See Schedule

15A. ITEM NO.	15B. SUPPLIES/ SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	SEE SCHEDULE				

15G. TOTAL AMOUNT OF CONTRACT $17,808,161.62

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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. [X] CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return1 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)

18. [ ] AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number W9113M-06-R-0022-0005 including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.

19A. NAME AND TITLE OF SIGNER (Type or print)

20A. NAME AND TITLE OF CONTRACTING OFFICER
[redacted]

19B. NAME OF CONTRACTOR
BY _____
(Signature of person authorized to sign)

19C. DATE SIGNED

20B. UNITED STATES OF AMERICA
BY [redacted]
(Signature of Contracting Officer)

20C. DATE SIGNED: 07-Jun-2007

Section A - Solicitation/Contract Form

CONTINUATION OF FORM 26

Award is hereby made for the development and delivery of an Advanced Anticonvulsant System (AAS), Meridian Medical Technologies Proposal dated Feb 2, 2007 as revised on Apr 3, 2007.

The Meridian Medical Technologies Proposal is incorporated into contract W9113M-07-C-0159 with the following revisions:

1. Delivery of CLIN 0001 will occur no later than June 1, 2012, [redacted] The Integrated Master Schedule (IMS) shall be revised accordingly and provided to the Government within 15 calendar days of contract award.

2. [redacted]

Agreement with the preceding two items is demonstrated by signing the Standard Form 26.

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001					

Development and Delivery of FDA Approved

CPIF

Advanced Anticonvulsant System (AAS) using the drug midazolam, loaded into an autoinjector delivery system, in accordance with the the contractor's Statement of Work (SOW) dated 04/03/07. Attached in Section J. Payment of fee shall be in accordance with FAR clause 52.216-10 shown in Section I.

FOB: Origin

PURCHASE REQUEST NUMBER: W90GXK71150090

TARGET COST	[redacted]
TARGET FEE	[redacted]
TOTAL TGT COST + FEE	[redacted]
MINIMUM FEE	[redacted]
MAXIMUM FEE	[redacted]
SHARE RATIO ABOVE TARGET	[redacted]
SHARE RATIO BELOW TARGET	[redacted]
	[redacted]

ACRN AA
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Yearly Manpower Reporting FFP In accordance with the Contractor's Statement of Work (SOW), dated 04/03/07 Attached in Section J. FOB: Origin PURCHASE REQUEST NUMBER: W90GXK71150090				
				NET AMT	[redacted]

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003 OPTION	Earned Value Management System (EVMS) FFP untilize and maintain a system that complies with ANSI/EIA-748. This option will be exercised only in the event that the threshold for requirement of an EVMS system is met. FOB: Origin PURCHASE REQUEST NUMBER: W90GXK71150090	[redacted]	[redacted]	[redacted]	[redacted]
				NET AMT	[redacted]

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004 OPTION	Production and delivery of doses FFP of FDA approved product. Informational. FOB: Origin PURCHASE REQUEST NUMBER: W90GXK71150090				
				NET AMT	[redacted]

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AA OPTION	Production and delivery of doses FFP of FDA approved product within twelve months after exercising this option FOB: Origin PURCHASE REQUEST NUMBER: W90GXK71150090	[redacted]	[redacted]	[redacted]	[redacted]
				NET AMT	[redacted]

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AB OPTION	Production and delivery of doses FFP of FDA approved product within twelve months after exercising this option FOB: Origin PURCHASE REQUEST NUMBER: W90GXK71150090	[redacted]	[redacted]	[redacted]	[redacted]
				NET AMT	[redacted]

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AC OPTION	Production and delivery of doses FFP of FDA approved product within twelve months after exercising this option. FOB: Origin PURCHASE REQUEST NUMBER: W90GXK71150090	[redacted]	[redacted]	[redacted]	[redacted]
				NET AMT	[redacted]

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AD OPTION	Production and delivery of doses FFP of FDA approved product within twelve months after exercising this option FOB: Origin PURCHASE REQUEST NUMBER: W90GXK71150090	[redacted]	[redacted]	[redacted]	[redacted]
				NET AMT	[redacted]

Section C - Descriptions and Specifications

SECTION C

Contractor Statement of Work (SOW) dated 04 Apr 07 attached in Section J..

Section D - Packaging and Marking

SECTION D
Section D.
Packaging and Marking

Shall be in accordance with Contractor's Statement of Work, as provided by response to Government Statement of Objectives (SOO).

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at Origin (Contractors facility)

CLAUSES INCORPORATED BY REFERENCE

52.246-2	Inspection Of Supplies--Fixed Price	AUG 1996
52.246-3	Inspection Of Supplies Cost-Reimbursement	MAY 2001
52.246-8	Inspection Of Research And Development Cost Reimbursement	MAY 2001
52.246-16	Responsibility For Supplies	APR 1984
252.246-7000	Material Inspection And Receiving Report	MAR 2003

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	[redacted]	N/A	[redacted]	[redacted]
0002	No Later than 31 Oct of each year	N/A	Same as above	N/A
0003	Upon exercise of option	N/A	Same as above	N/A
0004	N/A	N/A	Same as above	N/A
0004AA	Within 12 mo of exercise of option	[redacted]	Same as above	N/A
0004AB	Within 12 mo of exercise of option	[redacted]	Same as above	N/A
0004AC	Within 12 mo of exercise of option	[redacted]	Same as above	N/A
0004AD	Within 12 mo of exercise of option	[redacted]	Same as above	N/A

CLAUSES INCORPORATED BY REFERENCE

52.242-15 Alt I	Stop-Work Order (Aug 1989) - Alternate I	APR 1984
52.247-29	F.O.B. Origin	FEB 2006

Section G - Contract Administration Data

CONTRACT ADMINISTRATION DATA
Payment/Invoicing

In accordance with DFARS clause 252.232-7003, Electronic Submission of Payment Requests, the Contractor shall submit invoices electronically. A copy of the invoice shall be submitted to the Contracting Officer's Representative listed below to facilitate the process for payment. Payment shall be made, by the Defense Finance and Accounting Office, upon acceptance by a Government's Representative.

Government Points of Contact:

Contract Specialist:
[redacted]
USASMDC
[redacted]
64 Thomas Johnson Drive
Frederick, MD 21702
[redacted]

Contracting Officer's Representative:
[redacted]
64 Thomas Johnson Drive
Frederick, MD 21702
[redacted]

End of Section G.

ACCOUNTING AND APPROPRIATION DATA

AA: 9770400260175Y5YCM506043BP000255Y12YMASW90GXK71150090YMAS12044008
AMOUNT: [redacted]
CIN 00000000000000000000000000000000: [redacted]

SECTION H.
OPTION CONTRACT LINE ITEMS

Earned Value Management System (EVMS), identified in the schedule as Contract Line Item Number (CLIN) 0003, may be exercised at the time of award if total estimated contract value (including options) meets or exceeds [redacted]. If at any time during contract performance the contract total (including unexercised options) exceeds the threshold of [redacted] the Government may impose the requirement for EVMS.

Production and delivery of [redacted] doses of FDA approved product, identified in the schedule as Contract Line Item Number (CLIN) 0004, Contract SubLine Items (SLINs) 0004AA through 0004AD ([redacted]), may be exercised by the Contracting Officer within [redacted] of written notification to the Contractor. Optional Line Items may be exercised individually in sequential order.

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	SEP 2005
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	OCT 2003
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JAN 2005
52.211-5	Material Requirements	AUG 2000
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-14 Alt I	Integrity of Unit Prices (Oct 1997) - Alternate I	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	OCT 2004
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.216-7	Allowable Cost And Payment	DEC 2002
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	JUL 2005
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-9 Alt II	Small Business Subcontracting Plan (Jul 2005) Alternate II	OCT 2001
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.222-3	Convict Labor	JUN 2003
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	JAN 2006
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.223-6	Drug-Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2006
52.227-1 Alt I	Authorization And Consent (Jul 1995) - Alternate I	APR 1984
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.227-11	Patent Rights--Retention By The Contractor (Short Form)	JUN 1997
52.227-12	Patent Rights--Retention By The Contractor (Long Form)	JAN 1997
52.227-14	Rights in Data--General	JUN 1987

52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.230-2	Cost Accounting Standards	APR 1998
52.230-3	Disclosure And Consistency Of Cost Accounting Practices	APR 1998
52.230-6	Administration of Cost Accounting Standards	APR 2005
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-17	Interest	JUN 1996
52.232-20	Limitation Of Cost	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-23	Assignment Of Claims	JAN 1986
52.232-25	Prompt Payment	OCT 2003
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes--Fixed Price	AUG 1987
52.243-1 Alt V	Changes--Fixed-Price (Aug 1987) - Alternate V	APR 1984
52.243-2 Alt V	Changes--Cost-Reimbursement (Aug 1987) - Alternate V	APR 1984
52.243-6	Change Order Accounting	APR 1984
52.243-7	Notification Of Changes	APR 1984
52.244-2	Subcontracts	AUG 1998
52.244-5	Competition In Subcontracting	DEC 1996
52.246-23	Limitation Of Liability	FEB 1997
52.249-6	Termination (Cost Reimbursement)	MAY 2004
52.249-14	Excusable Delays	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2004
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	NOV 2003
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.215-7000	Pricing Adjustments	DEC 1991
252.215-7002	Cost Estimating System Requirements	OCT 1998
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts)	APR 1996
252.225-7001	Buy American Act And Balance Of Payments Program	JUN 2005
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7004	Reporting of Contract Performance Outside the United States and Canada--Submission after Award	JUN 2005
252.225-7006	Quarterly Reporting of Actual Contract Performance Outside the United States	JUN 2005
252.225-7013	Duty-Free Entry	JUN 2006
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995

252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7034	Patents--Subcontracts	APR 1984
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests	MAY 2006
252.232-7010	Levies on Contract Payments	SEP 2005
252.235-7010	Acknowledgment of Support and Disclaimer	MAY 1995
252.242-7002	Earned Value Management System	MAR 2005
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	NOV 2005
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

52.216-10 INCENTIVE FEE (MAR 1997)

(a) General. The Government shall pay the Contractor for performing this contract a fee determined as provided in this contract.

(b) Target cost and target fee. The target cost and target fee specified in the Schedule are subject to adjustment if the contract is modified in accordance with paragraph (d) below.

(1) "Target cost," as used in this contract, means the estimated cost of this contract as initially negotiated, adjusted in accordance with paragraph (d) below.

(2) "Target fee," as used in this contract, means the fee initially negotiated on the assumption that this contract would be performed for a cost equal to the estimated cost initially negotiated, adjusted in accordance with paragraph (d) below.

(c) Withholding of payment. Normally, the Government shall pay the fee to the Contractor as specified in the Schedule. However, when the Contracting Officer considers that performance or cost indicates that the Contractor will not achieve target, the Government shall pay on the basis of an appropriate lesser fee. When the Contractor demonstrates that performance or cost clearly indicates that the Contractor will earn a fee significantly above the target fee, the Government may, at the sole discretion of the Contracting Officer, pay on the basis of an appropriate higher fee. After payment of [redacted] of the applicable fee, the Contracting Officer may withhold further payment of fee until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interest. This reserve shall not exceed [redacted] of the applicable fee or [redacted], whichever is less. The Contracting Officer shall release [redacted] of all fee withholds under this contract after receipt of the certified final indirect cost rate proposal covering the year of physical completion of this contract, provided the Contractor has satisfied all other contract terms and conditions, including the submission of the final patent and royalty reports, and is not delinquent in submitting final vouchers on prior years' settlements. The Contracting Officer may release up to [redacted] of the fee withholds under this contract based on the Contractor's past performance related to the submission and settlement of final indirect cost rate proposals.

(d) Equitable adjustments. When the work under this contract is increased or decreased by a modification to this contract or when any equitable adjustment in the target cost is authorized under any other clause, equitable adjustments in the target cost, target fee, minimum fee, and maximum fee, as appropriate, shall be stated in a supplemental agreement to this contract.

(e) Fee payable. (1) The fee payable under this contract shall be the target fee increased by [redacted]. [Contracting Officer insert Contractor's participation] cents for every dollar that the total allowable cost is less than the target cost or decreased by [redacted] [Contracting Officer insert Contractor's participation] cents for every dollar that the total allowable cost exceeds the target cost. In no event shall the fee be greater than [redacted] [Contracting Officer insert percentage] percent or less than . [redacted] [Contracting Officer insert percentage] percent of the target cost.

(2) The fee shall be subject to adjustment, to the extent provided in paragraph (d) above, and within the minimum and maximum fee limitations in subparagraph (1) above, when the total allowable cost is increased or decreased as a consequence of (i) payments made under assignments or (ii) claims excepted from the release as required by paragraph (h)(2) of the Allowable Cost and Payment clause.

(3) If this contract is terminated in its entirety, the portion of the target fee payable shall not be subject to an increase or decrease as provided in this paragraph. The termination shall be accomplished in accordance with other applicable clauses of this contract.

(4) For the purpose of fee adjustment, "total allowable cost" shall not include allowable costs arising out of--

(i) Any of the causes covered by the Excusable Delays clause to the extent that they are beyond the control and without the fault or negligence of the Contractor or any subcontractor;

(ii) The taking effect, after negotiating the target cost, of a statute, court decision, written ruling, or regulation that results in the Contractor's being required to pay or bear the burden of any tax or duty or rate increase in a tax or duty;

(iii) Any direct cost attributed to the Contractor's involvement in litigation as required by the Contracting Officer pursuant to a clause of this contract, including furnishing evidence and information requested pursuant to the Notice and Assistance Regarding Patent and Copyright Infringement clause;

(iv) The purchase and maintenance of additional insurance not in the target cost and required by the Contracting Officer, or claims for reimbursement for liabilities to third persons pursuant to the Insurance Liability to Third Persons clause;

(v) Any claim, loss, or damage resulting from a risk for which the Contractor has been relieved of liability by the Government Property clause; or

(vi) Any claim, loss, or damage resulting from a risk defined in the contract as unusually hazardous or as a nuclear risk and against which the Government has expressly agreed to indemnify the Contractor.

(5) All other allowable costs are included in "total allowable cost" for fee adjustment in accordance with this paragraph (e), unless otherwise specifically provided in this contract.

(f) Contract modification. The total allowable cost and the adjusted fee determined as provided in this clause shall be evidenced by a modification to this contract signed by the Contractor and Contracting Officer.

(g) Inconsistencies. In the event of any language inconsistencies between this clause and provisioning documents or Government options under this contract, compensation for spare parts or other supplies and services ordered under such documents shall be determined in accordance with this clause.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

[redacted]

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

SECTION J.

Section J. List of Documents, Exhibits and Other Attachments

No.	Description	Date	No. Pages
1.	Description of IND product For Informational Purposes Only	N/A	9
2.	AAS Statement of Work (SOW)	4/3/2007	12

Exhibits- Contract Data Requirements List (CDRL) DD 1423

A001	Contractor's Progress, Status, and Management Report	1
A002	Contract Work Breakdown Structure (CWBS)	1
A003	Integrated Master Schedule (IMS)	1
B001	Cost Performance Report (CPR)	1
B002	Contract Fund Status Report (CFSR)	1