

**EXHIBIT B**

**LETTER OF PARTICIPATION**

WHEREAS, Medline Industries, LP, an Illinois limited partnership, (and for sales involving the state of Tennessee, Medline Industries Holdings, L.P., a Delaware limited partnership) (“Medline”) is a supplier of medical-surgical, durable medical, textile, wound care and other medical supply products for acute care, long-term care and other healthcare institutions;

WHEREAS, the Association for Advancing Tissue and Biologics (“Association”) is a trade association of tissue banks;

WHEREAS, Medline and Association entered into an Affinity Program Agreement (the “Agreement”), pursuant to which Medline has agreed to sell certain Products to the Association’s Members, consistent with the terms of the Agreement and this Letter of Participation (the “LOP”); and

WHEREAS, the Member desires to enter into this LOP with Association (Member and Association each referred to individually herein as a “Party” and collectively as the “Parties”) pursuant to which Medline shall agree to sell Products to the Member in accordance with the pricing and other terms contained herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Association Designation.** By accepting the terms of this LOP, Member designates the Association as a negotiating agent with Medline, is bound to the terms and conditions of the Agreement and this LOP and agrees to be subject to all limitations and exclusions of liability. All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement. During the Term of this LOP, additional facilities may be added upon prior written approval from Medline.
2. **Term and Termination.** This LOP begins on the date that Member agrees to its terms pursuant to Association’s membership dues invoicing and renewal process and shall expire simultaneously with the Agreement. In the event the Agreement is terminated earlier for any reason during its initial (or any renewal) term, this LOP shall automatically and simultaneously terminate. In the event the Agreement is extended or renewed, this LOP shall automatically and simultaneously extend for the same period of time. Member may terminate this LOP at any time by giving thirty (30) days’ written notice to the Association and Medline.

Medline may immediately cancel this LOP and Member’s access to the pricing and other terms contained herein upon the occurrence of any of the following events:

- a. Medline provides written notice of such cancellation to Member;
- b. Member makes an assignment for the benefit of creditors, admits its inability to pay its debts as they become due, files a petition in bankruptcy, is adjudicated to be bankrupt or insolvent, or files any petition or answer seeking (or not contesting) any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future statute, law, or regulation, or seeks or consents to or acquiesces in the appointment of any trustee, receiver or liquidator of itself or of all or any substantial part of its assets;
- c. any such action described in the immediately preceding paragraph is commenced against Member or any substantial part of its properties, and is not stayed or dismissed within sixty (60) days; or

d. Member shall fail to perform any other material obligation, and such failure continues for a period of thirty (30) days after it receives notice of such breach from Medline.

3. **Reporting Obligations.** Member and/or its facilities will report any discounts or rebates earned and paid under this LOP on its/their institutional cost report(s), or otherwise disclose the amount of the discount or rebate to the appropriate federally funded program, in compliance with the statutory exception to the federal Anti-Kickback Statute (“AKS”) (42 U.S.C. § 1320a-7b(b)(3)(A)) and the discount safe harbor regulation (42 C.F.R. § 1001.952(h)) (the “Discount Safe Harbor”). All discounts and rebates will be provided based on purchases of products within a single fiscal year of Member, and the terms of the discounts and rebates fixed. Medline will provide Member with notice on invoices of Member’s obligation to fully and accurately report the amount of any earned discounts or rebates in compliance with the safe harbor provisions and to provide information concerning the discounts and rebates to the Secretary of the United States Department of Health and Human Services or any applicable state Medicaid agency, if requested. Medline will also disclose the amounts of the discounts and rebates in writing to Member at the time of purchase on the invoice or at such time as the discounts or rebates are ascertainable. In addition, at least annually, Association shall disclose in writing to each Member, with respect to any Product contracted for on behalf of such Member, all amounts received from Medline with respect to such units of Product in order to facilitate Member’s reporting obligations under the Discount Safe Harbor.

4. **Relationship of the Parties.** Member authorizes Association to act as its agent to the extent set forth herein. Accordingly, the Member hereby authorizes Association to represent the Member on a non-exclusive basis in discussions with Medline and to disclose information regarding the Member to any potential customers, provided however, that neither Member nor Association shall have the authority to make any LOP or commitment, nor incur any liability on behalf of the other Party, nor shall either Party be liable for any acts, omissions to act, contracts, commitments, promises, or representations made by the other Party, except as specifically authorized in this LOP. Member further acknowledges that Member and Association have executed a separate written agreement that memorializes the services Association performs on behalf of Member, including negotiating pricing and price concessions from vendors, including Medline, and pursuant to which Association makes all disclosures of fees received under this LOP, as required by law.

5. **Time Limitations.** Notwithstanding any statute of limitation under applicable law, Member agrees that it shall not bring any action relating to this LOP more than one (1) year after the cause of action has arisen.

6. **Entire Agreement** This LOP shall constitute the entire agreement between the Parties with respect to the subject matter herein, shall supersede all prior agreements, arrangements and/or understandings, and shall not be amended unless in writing and signed by a duly authorized representative of each Party. In the event of conflict between this LOP and any document, instrument or agreement prepared by Medline, including without limitation, any purchase order or invoice, the terms of this LOP shall control.