

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 8-K/A

CURRENT REPORT
Pursuant to Section 13 or 15(d) of the
Securities Exchange Act of 1934

Date of Report (Date of Earliest event Reported): December 28, 2011

TARGETED MEDICAL PHARMA, INC.

(Exact name of registrant as specified in its charter)

DELAWARE

(State or other jurisdiction of
incorporation or organization)

000-53071

(Commission File Number)

20-5863618

(IRS Employer Identification No.)

2980 BEVERLY GLEN CIRCLE, SUITE 301
LOS ANGELES, CA 90077

(Address of principal executive offices)

(310) 474-9808

(Registrant's telephone number, including area code)

Not Applicable

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Explanatory Note:

This Form 8-K/A is being filed as an amendment to the Current Report on Form 8-K filed on February 3, 2011 in connection with our confidential treatment request by pursuant to 17 C.F.R. Sections 200.8(b)(4) and 240.24b-2. This Form 8-K/A includes Exhibits 10.22 through 10.26 with those redactions approved by the Securities and Exchange Commission in our confidential treatment request.

Forward Looking Statements

This Form 8-K and other reports we file from time to time with the Securities and Exchange Commission (collectively the "Filings") contain or may contain forward looking statements and information that are based upon beliefs of, and information currently available to, our management as well as estimates and assumptions made by our management. When used in the filings the words "anticipate", "believe", "estimate", "expect", "future", "intend", "plan" or the negative of these terms and similar expressions as they relate to us or our management identify forward looking statements. Such statements reflect our current view with respect to future events and are subject to risks, uncertainties, assumptions and other factors (including the risks contained in the Filings) relating to our industry and our operations and results of operations. Should one or more of these risks or uncertainties materialize, or should the underlying assumptions prove incorrect, actual results may differ significantly from those anticipated, believed, estimated, expected, intended or planned.

Although we believe that the expectations reflected in the forward looking statements are reasonable, we cannot guarantee future results, levels of activity, performance or achievements and except as required by applicable law, including the securities laws of the United States, we do not intend to update any of the forward-looking statements to conform these statements to actual results.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

The exhibits listed in the following Exhibit Index are filed as part of this amended current report on form 8-K/A.

* 10.22 Agency Agreement, dated March 29, 2010, by and between Targeted Medical Pharma, Inc. and Biomatrix Pharma.

* 10.23 Purchase Agreement, dated April 7, 2010, by and between Targeted Medical Pharma, Inc. and Global Med Management LLC.

* 10.24 Purchase Agreement, dated October 20, 2008, by and between Targeted Medical Pharma, Inc. and Global Med Management LLC.

* 10.25 Purchase Agreement, dated February 13, 2008, by and between Targeted Medical Pharma, Inc. and Pacific Medical, Inc.

* 10.26 Fulfillment Services Agreement, dated October 2, 2008, by and between Targeted Medical Pharma, Inc. and H.J. Harkins Co., Inc. d/b/a Pharma Pac.

***Certain terms and provisions of this exhibit have been redacted in accordance with the approval of our confidential treatment request pursuant to 17 C.F.R. Sections 200.8(b)(4) and 240.24b-2.**

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this Current Report to be signed on its behalf by the undersigned hereunto duly authorized.

TARGETED MEDICAL PHARMA, INC.

/s/ William Shell

William Shell

Chief Executive Officer

Dated: December 28, 2011

Note: CONFIDENTIAL TREATMENT REQUESTED
WITH RESPECT TO CERTAIN PORTIONS HEREOF
DENOTED WITH "**"**

Targeted Medical Pharma, Inc.

2980 Beverly Glen Circle, Suite 301, Los Angeles CA 90077 310 474-9809.

AGENCY AGREEMENT

This Agreement has been entered into on March 29, 2010 between; Biomatrix Pharma a foreign company ("BP") under the laws of Lebanon with principal offices at Sassine Square-Rehawi bldg. 3rd Floor, Ashrafieh, Beirut, Lebanon., and

Targeted Medical Pharma Inc., a Delaware corporation in the United States established under the laws of the State of California, located at 2980 Beverly Glen Circle, Suite 301, Los Angeles, CA 90077, USA hereinafter referred to as "TMP."

WHEREAS,

TMP hereby represents, certifies and warrants that it is the sole owner of all the rights, titles and product patents and is also responsible for the Product manufacturing process;

BP is willing to market and sell the said Product within the Territory; BP has duly informed TMP about its interest in the Products, the purchase, packaging and bringing the said Products into the markets of the Territory, BP shall file the necessary applications for the registration and authorizations within the territory on behalf of TMP.

TMP hereby agrees on the terms and conditions set forth in this Agreement to grant BP all the necessary rights for the packing, marketing implementation and the distribution of the Products within the Territory under the condition that SP shall satisfy its entire Product demand exclusively from TMP as per the terms and conditions of the this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and intending to be legally bound, the Parties hereto agree as follows:

1. Definitions

For the purposes of the above Agreement the below listed terms shall have the following meaning:

1:"Products" shall mean a protected medical food formula exclusively developed by TMP, manufactured in the United States of America and sold under the TMP's brand names: *****, or any newly developed US Medical Food classified product ("New Product") that is offered to SP by TMP. BP shall have the right but not the obligation within *****-days to order a minimum of ***** bottles of new product. In the event BP does not order the minimum amount of New Product within ***** days TMP shall have the right but not the obligation to withdraw the offer of licensing New Product to BP.

2. "Territory" shall mean the following countries: Algeria, Morocco, Tunisia, Bahrain, Egypt, Iraq, Jordan, Kuwait, Lebanon, Ubya, Morocco, Oman, Qatar, Saudi Arabia, Sudan, Syria, Tunisia, UAE, Yemen, Turkey.

3."Affiliate" shall mean for each of the Parties a company, corporation, organization or entity which directly or indirectly controls or is directly or indirectly being controlled by or is under joint control with such a party,

4."Brand Names" mean trademark brand names Trademarked in the United States of America for the following Products: *****, or any new product that TMP may introduce in due course.

2. Interpretation

2.1 Any and all Annexes of the above Agreement constitute the integral part thereof.

2.2 The titles used in the above Agreement serve only for convenience and shall not be interpreted as having any influence on the meaning or the structure of any of the terms and conditions, stipulations and agreements of the above Agreement.

2.3 Any and all changes or amendments to the above Agreement including to any and all Annexes thereof made in writing and signed by the properly authorized representatives of both Parties.

3. License

3.1 Within the framework of the above Agreement TMP grants BP an exclusive license for the use within the defined Territory for the following operations:

a) the sale and marketing of the Products within the Territory;

b) using the Products' registration documentation containing all documents necessary for the registration of the food products required by appropriate authorities in the countries composing the Territory.

3.2. TMP gives Bf the rights to grant Product sales and marketing sublicenses in the selected countries within the Territory.

3.3. SP is not granted rights for manufacturing operations.

3.4. Exclusive rights shall mean that TM P cannot directly nor through its controlled companies or any third Party manufacture nor conduct the marketing activities of the said Products within the Territory nor to market the Products within the area encompassed by the Territory.

3.5. TMP will have the right to limit exclusivity rights for the sale and marketing of the Products for a particular country in the Territory if BP or its appointed partners to whom Bf granted sublicenses will fail to launch the Product in a specific country in the Territory within ***** months. Expiration of the exclusivity rights shall pertain only to the rights of sale and distribution in a given country in which the date of introducing the said Products to the market has not been adhered to and shall not bear any influence on the scope of rights granted to BP.

Regarding other countries of the Territory. If BP will be able to launch the Products after the said ***** months period TM P has the right but not the obligation to ,again grant exclusivity rights for the sale and marketing of the Products in that specific country. Additionally, BP shall be subject to a minimum purchase of Product on an annual basis in order to maintain the exclusive right to sell in the Territory.

3.6. Additionally; TMP grants BP the right to obtain a license for additional (2) medical food products not encompassed by the above Agreement on the same terms and conditions as those in the license Agreement based on patent application, which shall be developed by TMP in the future during the period of the license Agreement's enforceable period.

3.7 BP rights of sale and marketing of Products shall be limited to the Territory. BP and its sub licensees shall agree not to sell Product in any country outside the Territory. TMP shall have the right but not the obligation to terminate this Agreement upon written notification to BF if TMP discovers and verifies to BP that Product licens8.d to BP or its sub licensees are actively being sold and marketed in a country outside the Territory.

4. The first phase of the cooperative partnership

4.1. The Products shall be launched in each country of the Territory subject to the minimum ordering terms this Agreement. The country where each Product shall be introduced first on the market every time shall be Lebanon.

4.4. The Product on the Territory shall be marked as a BP product and labeled from the United States or labeled from the individual country within the framework defined by the registration legislature of a given country.

4.5. The price of deliver shall amount to *****USD for all Product Bottles containing ***** capsules forwarded FOB Los Angeles per Exhibit "A". Delivery payment terms shall be as specified in points 13.3 of the above Agreement. A Product Bottle shall encompass an approximate one-months supply of ***** capsules, bottled in ***** , labeled, sealed, desiccant, cotton.

5. Manufacturing scope and location

5.1. Manufacturing process by TM P shall be in the United States.

5.2. In order to ensure product delivery continuance within the Territory, TMP shall define a manufacturing process from a Certified GMP (Good Manufacturing Process) satisfactory to BP.

6. Deliveries

- 6.1. Each series of the delivered Product will be accompanied by an Analysis Certificate filed by TMP or an entity completing it on TMP's commission according to the specifications of the manufacturer.
- 6.2. Each delivery shall be accompanied by a Certificate of Origin.
- 6.3. TMP shall submit to BP any and all documents as necessary and required by the international law concerning the manufacturing process.
- 6.4. The Parties agree to pass on any and all information, submitting declaration and making any and all other activities as foreseen by law or for the objective of fulfilling the obligations as mandated and required from the Party by law.

7. Prognosis and orders

- 7.2 BP agrees to and shall place a binding purchase order for the mixture or product with TMP at least ***** months prior to the required delivery date.
- 7.3. All deliveries shall be made by FOB Los Angeles insurance to be paid by BP. All shipments shall be compliant within the appropriate temperature ranges as defined by the manufacturer. All product bottles shall contain a ***** year expiration time date.

8. Guarantees

- 8.1. TMP guarantees that any and all Product and substance amounts delivered to BP in accordance to the terms of this Agreement shall be fully compliant with the applicable product specifications.
- 8.2 TMP hereby guarantees and certifies that the Product registration documentation in its possession is:
 - a) in accordance with the laboratory test results as accurate and complete in all material aspects.
 - b) in accordance with the requirements of local regulations pertaining to medical foods vital for obtaining a permit to launch the Products in the Territory.
- 8.3. TMP warrants that the change of the product formula enabling the said product to receive the status of a medical food in the Territory does not impact the efficacy of the Product.

9. Claims and complaints

9.1 Immediately after receiving each Product delivery on BP property, BP shall conduct all appropriate tests in order to find the said delivery meets the applied product specification and shall inform TM P immediately on the results thereof. If TMP shall not receive any notice from BP within 30 days from the Product delivery date, it shall be understood that the delivery has been found by BP to be in accordance with the applicable specifications with the exception of hidden defects In the case of which such complaints are to be filed within 90 days from the date of finding the said defects.

9.2 In an event of a substantiated claim made by BP, TMP shall exchange all amounts of defective products as fast as it is possible at no additional cost to BP.

9.3 In case that the Parties will not be able to agree as to whether or not the delivered product is defected, the case shall be forwarded to an independent third party designated by a mutual agreement whose decision shall be final. The cost incurred for this intervention shall be covered by the Party whose results proved to be mistaken.

10. Indemnification

10.1 TMP shall hold BP harmless from and against any and all a claims, expenses and compensators pertaining to liability for the supplied mixture or manufacturer liability for the Product within a scope in which such claims, compensation or expenses are attributed to TMP's negligence.

10.2. The Parties shall immediately and mutually inform each other about every claim against either one or both Parties within a reasonable amount of time.

11. Registration documents

11.1. TMP agrees to change the Product formula in order to obtain a registration of the said product as medical food within the Territory pursuant to the registration requirements of the individual countries of the Territory: TMP warrants to BP that the aforementioned changes shall not influence the efficacy of the product.

11.2. Provided that the registration and/or information dossier of the product based on the original formula will be submitted on the day of signing hereof, in order to execute products launching schedule, TM P shall submit to BP registration dossier of the product based on a modified formula, containing all necessary registration documents and samples required by the appropriate authorities within the Territory for the registration of the products as food supplements. The Required documents shall be submitted to BP minimum g (three) months prior to the foreseen date of launching the products on the individual market.

11.3. At this same time the original TMP product (based on the original formula) will be able to be registered in these countries as TMP medical food product.

11.4 BP is entitled to use the Product registration documents submitted by TMP during the period of enforceability of this Agreement.

11.5 BP shall not, without a previous, dearly stated written consent of TM P to:

- a) allow any other person to use the TMP registration documents in order to obtain additional other Product registrations within the Territory or anywhere else in the world.

- b) file applications for any and all amendments to be made to the registration documents excepting matters of an administrative nature, or
- c) use the TMP's registration documents for any other purpose other than those specified in the above Agreement

12. Trademark

12.1. TMP hereby certifies and warrants that the trademarks are a sole property of TMP. The Parties agree that the registration of trademarks in the Territory shall be completed by BP for its own use under the condition that the said trademarks qualify to be registered within the Territory and that using the said trademarks shall not be in collision with other Products bearing similar names found in the Territory.

12.2. TMP leaves the right of choice to BP's to whether BP will launch the Products under the TMP trademarks or whether it will sell and market the products under its own trademarks in the Territory. BP's own trademarks will remain BP property on the Territory also after the expiration of this Agreement.

13. The product purchase price

13.1. The purchase price during the license period of the first 2 (two) years shall not exceed the amount of \$***** USD as calculated by an amount equivalent to one Product containing (***** capsules). Starting year ***** and each year thereafter the cost of Product shall increase by *****per year or the cost of Product shall be adjusted for inflation based upon same rate as published by the United States Bureau of Statistics Consumer Price Index whichever percentage cost is higher.

13.3. The following terms of payment are hereby agreed upon:

- a) BP shall pay *****of the order price within ***** days of placing the order with TM P or shall submit a letter of credit issued by a first class bank approved by TMP In an appropriate amount
- b) the remaining ***** of the order value shall be payable within ***** days of the product delivery.

13.4 In an event where either of the Parties find that for trade reasons, the Product binding price on the basis of this Agreement needs to be changed then it shall appropriate inform the other Party and the Parties shall commence negotiations regarding the said price. In an event that the Parties determine the new price said agreement shall then be made in writing.

13.5 All future changes on manufacturing cost of TMP products shall reflect itself on the purchasing prices listed above.

14. Principles of granting a sub-license

14.4. Parties which were granted a sub-license shall purchase the products exclusively through BP.

14.5. Prior to commencing negotiations on the subject of a sub-license with potential partners BP shall seek TMP's opinion which is entitled to issue an opinion regarding the eligibility of such a partner. TMP reserves a veto right regarding the eligibility of a potential partner.

15. License fees and Minimum Product Purchase

15.1. SP shall pay TMP a one-time license Fee payment for the exclusive right to purchase Products in the Territory in the amount of ***** within *****days from the signing of this Distribution Agreement.

15.2. BP shall be required to order a minimum licensed Product purchase starting within *****-months of the signing of this Distribution Agreement and order a minimum of product every calendar year thereafter, An initial minimum Licensed Product purchase of ***** bottles of licensed Product shall be required in order for BP to maintain its exclusivity with the Territory, The Annual Minimum Licensed Product purchase schedule shall be defined below. In the event BP fails to order the minimum licensed Product or make equivalent payment to TMP by September 1st of each calendar year, TMP shall have the right but not the obligation to convert this Agency Agreement to non-exclusive. In the event BP fails to order the minimum licensed Product or make equivalent payment to TMP by December 1st of said calendar year TMP shall have the right but not the obligation to immediately terminate this Agency Agreement by notifying BP by registered or certified us mail delivery.

Annual Minimum licensed Product Purchase.

First year -Within ***** months of this signed Distribution Agreement. ***** bottles of Licensed Product.

Second year –***** bottles of Licensed Product.

Third year and on – ***** bottles of licensed Product and increasing at the rate of ***** for each and every year thereafter.

16. Confidentiality

TMP may disclose certain confidential information and trade secrets of TMP to BP, however, solely for the purpose of permitting BP to evaluate the intellectual property of TMP. It is agreed by the BP that no copies shall be made of any of the materials provided to the BP by TMP pursuant to this Confidentiality Agreement. In addition, the BP agrees that it shall make no notes, summaries or abstracts of any kind or manner whatsoever of the said materials received by BP from TMP. BP further agrees that it shall not disclose any of the materials delivered to it by TMP to any individuals other than the individuals who are signatories of this Confidentiality Agreement, without the prior written consent of TMP, and such consent shall not be sought from the TMP until the BP has obtained the written agreement of the said individuals to the term of this Confidentiality Agreement. Upon receipt by the BP from TMP of notice of termination of negotiations, the BP shall, within ten (10) day of receipt of the days notice of termination of negotiations, return to TMP all materials delivered by the TMP to BP, including any notes, summaries and abstracts made by the BP. All information deemed confidential by TMP shall be marked CONFIDENTIAL INFORMATION SUBJECT TO THE Confidentially AGREEMENT. BP shall maintain no materials relating to or which refer to the confidential information and trade secrets delivered to the BP by TMP. The foregoing obligations of confidentiality and non-use shall continue for three (3) years after the expiration of this confidentiality Agreement. The obligations shall not apply to any information which: (a) is not or hereafter comes into the public domain otherwise than by breach of this Agreement or (b) is already in the possession of the BP other than as a result of having received it from the TMP and as shown by written records, or (c) is brought to the BP by a third party who does not require that it be maintained confidential by the BP, or (d) is independently developed by the BP without use or access to the information of TMP.

17. Duration of and Expiration of the Agreement

Term. The term of this Agreement shall be one (1) years from the Effective Date. This Agreement shall automatically renew for successive one (1) year terms.

17.1 Mutual Termination. This Agreement may be terminated at any time upon the written mutual consent of the parties.

17.2 Termination For Cause. Either party may terminate this Agreement at any time by giving written notice via certified mail to the other party if:

- (a) The other party to this Agreement violates any of Its obligations or warranties under the terms of this Agreement, provided that the non-violating party shall provide the violating party thirty (30) days prior written notice (the (“ **Default Notice**”) of the nature of the default or breach. Failure to serve such notice shall not be deemed to be a waiver of any breach of any covenant or stipulation under this Agreement. Such termination of the Agreement shall become effective unless the violations complained of shall be completely remedied to the reasonable satisfaction of the non-violating party within thirty (30) days after the date of the Default Notice. If the violation complained of shall be of a kind that a remedy or cure cannot effectively restore the prior circumstances.’ the Default Notice shall state that the violation is not curable and this Agreement shall terminate on the date of the Default Notice. The termination of the Agreement shall be without prejudice to any rights that either party may otherwise have against the other party under this Agreement or under law; or
- (b) The other party applies for or consents to the appointment of a receiver, trustee or liquidator of the other party or of all or a substantial part of D)is, her or its assets, or makes a genera I assignment for the benefit of creditors, takes advantage of any insolvency law, declares bankruptcy or becomes subject to an involuntary bankruptcy proceeding, becomes insolvent or commences liquidation, or ceases his, her or its operations for any reasons.

17.3 Termination. Upon termination of this Agreement, Distributor will refrain from any further sale or use of Products or Product materials including, but not limited to words, devices, designs and symbols, similar to the Products or in any way associated with PTL.

18. Force Majeure

18.1 A Party shall not be held responsible for not completing any of its obligations if it can prove that the cause for the above inability to complete the said obligations was caused by an obstacle beyond the Party's control and that it could not have been reasonably expected that such an obstacle would be taken into consideration when entering into the above Agreement or that it or its consequences could have been avoided or overcome.

18.2 The above obstacles shall, among other things, encompass the following: war or armed conflict (declared or undeclared), an uprising, riots, social unrests, or any other executive, regulatory or legislative act passed in the name of or by the government de jure or de facto, which would not allow to fulfill the conditions of the above Agreement in their entirety or in part.

18.3 If the inability to fulfill the said obligations by a party is a result of an inability to fulfill the obligations by a third party, which is engaged to fulfill the above Agreement in its entirety or in part, the Party shall not be held responsible only in the case as follows: a) if the party is released from responsibility pursuant to the previous paragraph or b) the person, which the Party engaged would be released from responsibility if the stipulations of the said paragraph were applied to the said person.

18.4 The release from responsibility as per the above Article is effective for the duration of the period during which the said obstacle exists.

18.5 The Party not fulfilling its obligations must notify the other Party about the obstacle and its influence on the ability of the Party to fulfill its obligations. If the said notice is not given by the Party, which cannot fulfill its obligations within a reasonable amount of time after which the party was fully aware or should have been aware of the said obstacle, then the Party will be held responsible and charged with a compensation penalty resulting from the above said unfulfilled obligations.

19. Transfer

The above Agreement cannot be transferred in its entirety or in part by BP without a prior written consent of TMP where the said consent shall not be unjustifiably delayed or withheld.

20. Travel and Support

20.1 TMP will use its best efforts to provide BP training and support concerning its proprietary products and technology. TMP shall provide information to BP concerning treatment protocols for medical foods as standalone treatment and treatment protocols for generic pharmaceuticals used in conjunction with medical foods for treatment of certain disease states.

TM shall supply BP with all advertising material of their own, including but not limited to, promotion videos, brochures, flyers, advertising pictures at TMP's expenses. TMP shall furnish BP with free samples for each initial product order to assist in introducing TMP products into the Territory. It is agreed that free sample shall be limited to a maximum of ***** for each (first time) initial product order.

20. Governing Law

The License Agreement shall be constructed according to law being binding and enforceable Los Angeles, California.

21. Successors and Assignees

The above Agreement shall be binding and beneficial for the successors and assignees of each of the Parties of this Agreement with mandating restrictions regarding transfers contained and defined within this Agreement.

22. Divisibility

No part, contained within the above Agreement shall be interpreted as requiring commissioning any activity not being in accordance with the law. Wherever there is a conflict between any and all determinations made within the above Agreement and its current and future statutes, laws, enactments or regulations against which the Parties do not have the subjective rights to enter into a contract, the latter shall be binding, however, in that case stipulation and determinations of this Agreement subjected to the above legal issues shall be reduce and limited only to the necessary scope as to fulfill the legal requirements. In an event when any part, article, paragraph, sentence, pat or clause of the above

Agreement shall be found as invalid or in any other way unfeasible then the invalid or unfeasible determination shall be considered as removed and the remaining part of the Agreement shall remain fully binding and effective. If any tribunal, court or an appropriate jurisdiction shall find any of the determinations in the above Agreement as unfeasible, the said determination then shall be amended only In the necessary scope as to become feasible within the above Agreement shall be valid and feasible and the parties of the Agreement agree to be bound by the above Agreement and fulfill its terms and conditions pursuant to and with all the changes.

24. Language

The above Agreement has been written in English in an event of a dispute, the English version shall prevail.

In witness thereof the Parties devised the above Agreement on the first date given at the top of this document by their duly authorized higher officials.

Targeted Medical Pharma

/s/ Kim Giffoni 3-29-2010

It's President and COO DATE

BioMatrix Pharma

/s/ Amer Saker 4-16-2010

It's COO DATE

EXHIBIT "A"

The following Licensed Products are incorporated into this Agency Agreement:

**Note: CONFIDENTIAL TREATMENT REQUESTED
WITH RESPECT TO CERTAIN PORTIONS HEREOF
DENOTED WITH “****”**

**MEDICAL FOOD CONVENIENCE PACK AND PHARMACEUTICAL
PURCHASE AGREEMENT**

This Medical Food Convenience Pack and Pharmaceutical Purchase Agreement (the “**Agreement**”) is made this 7th day of April, 2010 (the “**Effective Date**”) by and between Global Med Management LLC, a California limited liability company (“**Distributor**”), and Targeted Medical Pharma, Inc., a Delaware corporation (“**TMP**”), with offices at 2980 Beverly Glen Circle, Suite 301, Los Angeles, California 90077.

RECITALS

- A. Distributor owns and operates a health care distribution business that distributes (through purchase and resale) products to healthcare providers. TMP sells certain pharmaceutical and Medical Food Convenience Packs (the “**Products**”).
- B. Distributor desires to purchase the Products from TMP for resale to physicians (each a “**Physician**” and collectively, “**Physicians**”), and TMP desires to sell the Products to Distributor, as set forth herein, subject to the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties agree to the foregoing recitals and as follows:

**ARTICLE I
PURCHASE OF PRODUCTS**

1.1 Purchase of Products. During the term of this Agreement, Distributor shall purchase the Products from TMP, pursuant to individual purchase orders, at the average wholesale price as may be set from time to time by TMP, plus any applicable taxes and shipping (together, the “**AWP**”). Distributor’s rights to purchase the Products from TMP under this Agreement shall be non-exclusive and TMP shall have the right to sell the Products directly to Physicians or to other distributors. All Products are sold as is and all sales shall be final and no Products shall be subject to return by Distributor to TMP. TMP shall issue an invoice with respect to each Product sold to Distributor. Distributor shall pay for the Products purchased from TMP under “**Net 45 Invoices**”, which Net 45 Invoices shall be subject to a timely/early pay discount. Distributor shall be responsible for paying the AWP minus any applicable timely/early payment and/or distributor discount under such invoices (as more fully set forth on the price sheets attached hereto as Appendix 1) directly to TMP within Forty-Five (45) days from the issuance date of such invoice submitted by TMP to Distributor.

1.2 Late Fee. Distributor shall owe a late fee penalty for any late payment of a Net 45 Invoice, which shall accrue at an annual rate of either *** of the unpaid balance compounded monthly or the maximum amount allowed by law, whichever is lower, from the original invoice date of such invoice until payment is received.

1.3 Title; Risk of Loss. All Products shall be shipped F.O.B. at the place of business of TMP or its agent, as applicable, where shipment originates. Title and risk of loss shall pass to Distributor upon TMP's or its agent's delivery of the Products to the carrier. TMP and Distributor shall mutually agree in good faith on a suitable carrier for delivery of the Products to Distributor. Distributor shall notify TMP of the address to which the Products shall be shipped, which may be the Distributor's address or a Physician's address. TMP shall inform the carrier of the address to which the Distributor wants the Products shipped.

1.4 Security Interest. Distributor hereby grants to TMP a first priority purchase money security interest in each of the Products sold by TMP to Distributor and the accounts receivable and proceeds from the sale thereof in whatever form payment may be made, including, without limitation, accounts receivable and cash proceeds from the sale of Products. Distributor authorizes TMP to file and shall cooperate in the filing of any and all necessary documents, including, without limitation, financing statements to perfect such security interest in any applicable jurisdiction where the Products or proceeds may be located.

1.5 Distributor's Responsibilities.

(a) **Maintenance of Licenses.** During the Term of this Agreement, Distributor shall maintain in good standing all licenses, consents, certifications, accreditations and approvals necessary to distribute the Products.

(b) **Compliance with Laws.** Distributor shall distribute the Products in accordance with any and all applicable laws, rules, guidelines and requirements of governmental, accrediting, reimbursement, payment and other agencies having jurisdiction over the operation of the Distributor's business, including without limitation, compliance with the following requirements:

(i) Distributor has complied in all material respects with, is in material compliance with and shall remain in material compliance with all applicable laws and regulations of foreign, federal, state and local governments and all agencies thereof relating to Health Care Laws and Practices (as defined below). Distributor has not received notification of or been under investigation with respect to, any violation of any provision of any federal, state or local law or administrative regulation, or of any rule, regulation or requirement of any licensing body relating to Health Care Laws and Practices. For purposes of this Agreement, "**Health Care Laws and Practices**" means all federal, state or local laws, rules, regulations or guidelines regarding (i) any government-sponsored health care program, including Medicare and other federally or state funded entitlement programs, and including those laws, rules, regulations and guidelines related to covered services, charging practices, billing, collection, marketing and advertising, (ii) kickbacks, fee-splitting and other referral practices, including, without limitation, the federal anti-kickback statute set forth at 42 U.S.C. Section 1320a-7b (the "**anti-kickback statute**"), the federal physician self referral law set forth at 42 U.S.C. Section 1395nn (the "**Stark law**"), California Business and Professions Code Section 650, California Welfare and Institutions Code Section 14107.2(a), California Business and Professions Code Sections 650.01 and 650.02, California Labor Code Sections 139.3 and 139.31 and other related or similar laws and regulations, and (iii) the privacy, maintenance or protection of patient records, including the Health Insurance Portability and Accountability Act of 1996.

(ii) Distributor and Distributor's agents, employees or staff have not and shall not engage in any conduct that violates any Health Care Laws and Practices, including, without limitation, engaging in any unlawful kickbacks.

**ARTICLE II
TERM AND TERMINATION**

2.1 Term. The term of this Agreement (the "**Term**") shall be for a period of One (1) year and shall commence on April 7, 2010. Thereafter, the term of this Agreement shall automatically renew for successive one (1) year periods unless earlier terminated by the parties in accordance with this Agreement.

2.2 Mutual Termination. This Agreement may be terminated at any time upon the written mutual consent of the parties.

2.3 Termination Without Cause. This Agreement may be terminated by TMP or Distributor without cause upon Three hundred and Sixty-Five (365) days prior written notice to the other party.

2.4 Termination For Cause. Either party may terminate this Agreement at any time by giving written notice via certified mail to the other party if:

(a) The other party to this Agreement violates any of its obligations or warranties under the terms of this Agreement, provided that the non-violating party shall provide the violating party thirty (30) days prior written notice (the "**Default Notice**") of the nature of the default or breach. Failure to serve such notice shall not be deemed to be a waiver of any breach of any covenant or stipulation under this Agreement. Such termination of the Agreement shall become effective unless the violations complained of shall be completely remedied to the reasonable satisfaction of the non-violating party within thirty (30) days after the date of the Default Notice. If the violation complained of shall be of a kind that a remedy or cure cannot effectively restore the prior circumstances, the Default Notice shall state that the violation is not curable and this Agreement shall terminate on the date of the Default Notice. The termination of the Agreement shall be without prejudice to any rights that either party may otherwise have against the other party under this Agreement or under law; or

(b) The other party applies for or consents to the appointment of a receiver, trustee or liquidator of the other party or of all or a substantial part of his, her or its assets, or makes a general assignment for the benefit of creditors, takes advantage of any insolvency law, declares bankruptcy or becomes subject to an involuntary bankruptcy proceeding, becomes insolvent or commences liquidation, or ceases his, her or its operations for any reasons; or if Distributor is more than Fifteen (15) day past due on any invoice owed to TMP.

2.5 Rights and Remedies Upon Termination. Upon the termination of this Agreement by either party:

(a) **Payment for Outstanding Invoices.** TMP shall be entitled to receive the amount due or owing to TMP under any outstanding invoices up to the termination date.

(b) **Fulfillment of Accepted Purchase Orders.** Distributor shall be entitled to receive Products for any purchase orders accepted prior to the termination date.

(c) **Resale of Products.** Upon termination of this Agreement, Distributor will refrain from any further sale or use of the Products or Product materials including, but not limited to the Trademarks (as defined below), words, devices, designs and symbols, similar to the Products or in any way associated with TMP.

ARTICLE III INTELLECTUAL PROPERTY RIGHTS; CONFIDENTIALITY

3.1 Trademark License. Upon prior authorization by TMP to Distributor, TMP may grant a revocable, nontransferable, non-exclusive and royalty free right and license, without the right to grant sublicenses, to utilize the names, legends, trademarks or other intellectual property of TMP and its affiliates related to the Products (the “**Trademarks**”), in connection with Distributor’s rights hereunder, subject to the following conditions:

(a) Distributor shall not remove, modify, obliterate or cover the Trademarks on any Products, packaging, promotional literature or other materials originating from TMP.

(b) Distributor shall submit for the written approval of TMP, prior to any first use thereof, all promotional, sales and marketing literature or other materials produced by Distributor on or in which the Trademarks will appear, and Distributor shall amend to the reasonable satisfaction of TMP, prior to any first use, any such literature or other materials that are not initially approved by TMP.

(c) All use by Distributor of any of the Trademarks shall be accompanied by such legend or legends as TMP may specify from time to time, including without limitation indicating that TMP is the owner of the Trademarks.

(d) Distributor expressly acknowledges TMP’s ownership in and to all right, title and interest to the Trademarks and shall not at any time in any jurisdiction apply for registration of any of the Trademarks or do or cause to be done any act or thing which will in any way impair any rights of TMP in and to any of the Trademarks anywhere in the world, or the goodwill generated through the use thereof, except as expressly provided herein.

3.2 Confidentiality. Distributor shall keep strictly confidential and shall not disclose or use, other than as required for Distributor's performance of its obligations under this Agreement, any Confidential Information (as defined below) provided by TMP. Distributor shall forever keep secret and retain in strictest confidence the Confidential Information, shall not sell, trade, publish or otherwise disclose any Confidential Information to anyone in any manner whatsoever, including, but not limited to, by means of photocopy, reproduction or electronic media, and shall not use the Confidential Information for the benefit of any person or entity except the parties, except to the extent necessary to consummate and perform the transactions contemplated herein or to the extent disclosure is sought pursuant to a court issued subpoena or court order. Distributor shall return all Confidential Information to TMP upon its request or termination of this Agreement. Distributor acknowledges that the violation of this provision could cause TMP irreparable injury for which it would have no adequate remedy at law, and agrees that TMP shall be entitled to obtain immediate injunctive relief prohibiting such violation without the posting of bond, in addition to any other rights and remedies available to TMP. For purposes of this Agreement, "**Confidential Information**" means confidential information, proprietary information and trade secrets relating to the Products, operations, transactions, relationships, customers, claims, assets, liabilities and future plans of TMP's business, including without limitation, technical, financial, business, commercial, operational and strategic information and data, know-how, trade secrets, customer lists, pricing policies, computer programs or software, inventions (whether patentable or not), operational methods, marketing studies, plans or strategies, product development techniques or plans, business plans, new personnel designs and design projects, invention and research projects, forecasts, financial projections, sales projections and all records containing or otherwise reflecting information which are not available to the general public, regardless of form or medium. Confidential Information shall not include any information that: (i) at the time of disclosure is generally available to the public through no act or any person in violation of a confidentiality obligation, (ii) a disclosing party has obtained lawfully from an independent source not subject to a confidentiality obligation or (iii) is lawfully in the possession of a disclosing party at the time of disclosure, as evidenced by the receiving party's file and records.

ARTICLE IV RELATIONSHIP BETWEEN THE PARTIES

4.1 Independent Contractors. The parties are and at all times shall be independent contractors with respect to each other and in meeting their duties and responsibilities under this Agreement. Nothing in this Agreement is intended nor shall be construed to create a partnership, employer-employee or joint venture relationship between Distributor and TMP. Neither party shall have any obligation under this Agreement to compensate or pay applicable taxes for or provide employee benefits of any kind (including contributions to government mandated, employment-related insurance and similar programs) to or on behalf of the other party or any other person employed or retained thereby.

4.2 Fair Value Warranty. Each party represents and warrants on behalf of itself, that the aggregate benefit given or received under this Agreement has been determined in advance through a process of arms-length negotiations that were intended to achieve an exchange of goods and/or services consistent with fair market value under the circumstances, and that any benefit given or received under this Agreement is not intended to induce, does not require, and is not contingent upon, the admission, recommendation or referral of any customer, directly or indirectly, and further, is not determined in any manner that takes into account the value of business generated between the parties.

4.3 Discounts. Distributor acknowledges that the prices being charged by Distributor to Physicians for the Products may be discounted from Distributor's usual and customary charges for such Products. Distributor agrees to comply with the requirements of the federal "safe harbor" regulations, promulgated pursuant to 42 U.S.C. § 1320a-7b, regarding discounts, which regulations are found at 42 Code of Federal Regulations Section 1001.952(h).

4.4 Indemnification and Liability.

(a) Distributor shall indemnify, defend and hold harmless TMP against: (i) any and all liability arising out of Distributor's failure to comply with the terms of this Agreement, and any injury, loss, claims or damages arising from the negligent operations, acts or omissions of Distributor or his, her or its employees relating to this Agreement, including, without limitation, any violations of state or federal regulations relating to the extension of credit or handling of accounts receivable by Distributor; and (ii) any and all costs and expenses, including reasonable legal expenses, incurred by or on behalf of TMP in connection with the defense of such claims. This section 4.4(a) shall survive expiration or termination of this Agreement.

(b) NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, TO THE MAXIMUM EXTENT PERMITTED BY LAW, TMP SHALL NOT BE RESPONSIBLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING DAMAGES FOR LOST GOODWILL, LOST PROFITS, LOST BUSINESS OR OTHER INDIRECT ECONOMIC DAMAGES, WHETHER SUCH CLAIM IS BASED ON CONTRACT, NEGLIGENCE, TORT (INCLUDING STRICT LIABILITY) OR OTHER LEGAL THEORY, AS A RESULT OF A BREACH OF ANY WARRANTY OR ANY OTHER TERM OF THIS AGREEMENT, AND REGARDLESS OF WHETHER TMP WAS ADVISED OR HAD REASON TO KNOW OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.

4.5 Complaints. Distributor agrees to give TMP written notice within three (3) business days of (i) any "serious adverse event" alleged to have resulted from the Products; (ii) any customer or third party complaints related to the use of the Products; and (iii) any threats to contact any federal or state agency, including, without limitation, the Food and Drug Administration ("FDA") or the Federal Trade Commission ("FTC"), related to the Products. Both parties hereto agree that it is the Distributor's and TMP's joint responsibility to make sure, for each "serious adverse event," that all the reporting necessary under FDA regulations is accomplished. As used in this Agreement, "serious adverse event" means any adverse experience occurring at any dose that results in any of the following outcomes: death, a life-threatening adverse experience, inpatient hospitalization or prolongation of existing hospitalization, a persistent or significant disability/incapacity, or a congenital anomaly/birth defect.

4.6 Advertising and Promotional Claims. TMP and Distributor agree that both will act to insure that no false, deceptive, or misleading statements regarding the Products' efficacy or safety are made. As used in this Agreement, "**false, deceptive, and misleading statements**" shall have the same definition as the definition published from time to time for "false, deceptive, and misleading statements" by the FTC and FDA Policy Statements. All advertising and promotional materials intended for use in connection with the sale or distribution of the Products shall be approved for use, in writing, by TMP. TMP shall have the right, in the sole and absolute discretion of TMP, to require the reasonable modification of any advertising or promotional materials proposed by Distributor to be used in connection with the sale or distribution of the Products. In the event that Distributor shall elect not to make the modifications as reasonably required by TMP, then the materials shall not be used for any purpose whatsoever in connection with the Products. So long as TMP has approved the use of material for use by Distributor in Distributor's advertising and promotional materials in accordance with the provisions of this Section 4.6, Distributor shall have no liability to TMP for any damages which may result from or be incurred by TMP as a result of the authorized use of such approved advertising and promotion materials.

4.7 No Re-Packaging. Distributor may not (i) apply for a New Drug Code ("NDC") number for the Products; or (ii) re-label or re-package the Products in any form for resale.

ARTICLE V MISCELLANEOUS

5.1 Amendment. This Agreement may be modified or amended only by mutual written agreement of the parties. Any such modification or amendment must be in writing, dated, signed by the parties and attached to this Agreement.

5.2 Arbitration. Upon the request of either party, any controversy or claim (whether such claim sounds in contract, tort or otherwise) arising out of or relating to this Agreement, or the breach thereof, shall be settled by binding arbitration in accordance with California Code of Civil Procedure Sections 1280 *et seq.*, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator shall be selected from JAMS and the arbitration shall be conducted in accordance with JAMS' current rules for streamlined arbitration. Notwithstanding any other provision of this Agreement, in the case of a dispute involving a claim for equitable relief, a court with equitable jurisdiction may grant temporary restraining orders and preliminary injunctions to preserve the status quo existing before the events which are the subject of the dispute. Any final equitable or other relief shall be ordered in the arbitration proceeding. Each party shall pay an equal share of the fees and expenses of any arbitrator and any administrative fee of JAMS. The prevailing party shall be entitled to the award of reasonable attorneys' fees and costs, in addition to whatever relief the prevailing party may be awarded.

5.3 Assignment, Delegation or Subcontracting. Except for assignment, delegation or subcontracting by TMP to a successor-in-interest or an entity owned, controlled by or under common control with TMP, neither party may assign any interest or obligation under this Agreement without the other party's prior written consent.

5.4 Binding Effect. This Agreement shall be binding on and shall inure to the benefit of the parties and their respective permitted successors and assigns.

5.5 Choice of Law. This Agreement shall be construed in accordance with and governed by the internal laws of the State of California, except choice of law rules that would require the application of the laws of any other jurisdiction.

5.6 Venue. The parties agree that the County of Los Angeles, California shall be the only proper venue for disputes related to this Agreement, including arbitration.

5.7 Compliance With Laws. The parties shall comply with all applicable laws, ordinances, codes and regulations of federal, state and local governments.

5.8 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

5.9 Entire Agreement. This Agreement is the entire understanding and agreement of the parties regarding its subject matter, and supersedes any prior oral or written agreements, including, without limitation, any prior Distributor or Licensing Agreements, representations, understandings or discussions between the parties. No other understanding between the parties shall be binding on them unless set forth in writing, signed by both parties and attached to this Agreement.

5.10 Exhibits. The attached exhibits, together with all documents incorporated by reference in the exhibits, form an integral part of this Agreement and are incorporated into this Agreement wherever reference is made to them to the same extent as if they were set out in full at the point at which such reference is made.

5.11 Force Majeure. No party shall be liable for nonperformance, defective performance or late performance of any of his, her or its obligations under this Agreement to the extent and for such periods of time as such nonperformance, defective performance or late performance is due to reasons outside such party's control, including acts of God, war (declared or undeclared), terrorism, action of any governmental authority, civil disturbances, riots, revolutions, vandalism, disruption of public utilities, fire, floods, explosions, sabotage, nuclear incidents, lightning, weather, earthquakes, storms, sinkholes, epidemics, or strikes (or similar nonperformance, defective performance or late performance of employees, suppliers or subcontractors) or computer hardware, software or other electronic system malfunctions.

5.12 Headings. The headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.

5.13 Meaning of Certain Words. Wherever the context may require, any pronouns used in this Agreement shall include the corresponding masculine, feminine or neuter forms and the singular form of nouns shall include the plural and vice versa.

5.14 No Third-Party Beneficiary Rights. The parties do not intend to confer and this Agreement shall not be construed to confer any rights or benefits to any person, firm, group, corporation or entity other than the parties.

5.15 Notices. All notices or communications required or permitted under this Agreement shall be given in writing and delivered personally or sent by United States registered or certified mail with postage prepaid and return receipt requested or by overnight delivery service (e.g., Federal Express, DHL). Notice shall be deemed given when sent, if sent as specified in this Section or otherwise deemed given when received. In each case, notice shall be delivered or sent to the address set forth on the signature page or such other address provided by the party in accordance with this Section.

5.16 Severability. If any provision of this Agreement is determined to be illegal or unenforceable, that provision shall be severed from this Agreement and such severance shall have no effect upon the enforceability of the remainder of the Agreement.

5.17 Subcontracting. TMP may subcontract any or all of its obligations under this Agreement without the prior written consent of Distributor.

5.18 Waiver. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted by a party must be in writing and shall apply solely to the specific instance expressly stated.

5.19 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first written above.

“Distributor”

Signature: /s/
Print Name: Mark Kappico
Title: President

Address:
1419 N. San Fernando Blvd. #240
Burbank, CA 91504

“TMP”

Signature: /s/
Print Name: _____
Title: _____

Address:
2980 Beverly Glen Circle, Suite 301
Los Angeles, California 90077

Distributor: Global Med Management LLC

APPENDIX 1

PRICE SHEETS

<u>PRICE AS OF 04/15/2010</u>		30	
<u>CO-PACKING INFORMATION</u>		PAP	
<u>Co-Packing Name</u>	<u>NDC Co-Packing</u>	<u>AWP</u>	<u>Distributor Invoice</u>
			<u>Net 45 w/ 30% discnt</u>
*****	68405-8021-16	*****	*****
*****	68405-8009-16	*****	*****
*****	68405-8011-16	*****	*****
*****	68405-8019-16	*****	*****
*****	68405-8054-26	*****	*****
*****	68405-8024-26	*****	*****
*****	68405-8034-26	*****	*****
*****	68405-8044-26	*****	*****
*****	68405-8004-26	*****	*****
*****	68405-8014-26	*****	*****
*****	68405-8027-36	*****	*****
*****	68405-8037-36	*****	*****
*****	68405-8017-36	*****	*****
*****	68405-8007-06	*****	*****
*****	68405-8007-36	*****	*****
*****	68405-8028-06	*****	*****
*****	68405-8015-36	*****	*****
*****	68405-8110-26	*****	*****
*****	68405-8002-06	*****	*****
*****	68405-8033-26	*****	*****
*****	68405-8022-26	*****	*****
*****	68405-8012-26	*****	*****
*****	68405-8042-26	*****	*****
*****	68405-8053-26	*****	*****
*****	68405-8032-26	*****	*****
*****	68405-8023-26	*****	*****
*****	68405-8043-26	*****	*****
*****	68405-8013-06	*****	*****
*****	68405-8058-26	*****	*****
*****	68405-8058-36	*****	*****
*****	68405-8158-36	*****	*****
*****	68405-8398-36	*****	*****
*****	68405-8098-36	*****	*****
*****	68405-8198-36	*****	*****
*****	68405-8498-36	*****	*****
*****	68405-8298-36	*****	*****
*****	68405-8078-26	*****	*****
*****	68405-8068-26	*****	*****
*****	68405-8068-36	*****	*****
*****	68405-8008-36	*****	*****
*****	68405-8108-36	*****	*****
*****	68405-8088-26	*****	*****
*****	68405-8188-36	*****	*****
*****	68405-8088-36	*****	*****
*****	68405-8018-06	*****	*****
*****	68405-8118-36	*****	*****
*****	68405-8018-36	*****	*****
*****	68405-8038-26	*****	*****
*****	68405-8038-36	*****	*****
*****	68405-8003-06	*****	*****
*****	68405-8026-36	*****	*****
*****	68405-8016-36	*****	*****
*****	68405-8036-36	*****	*****

MEDICAL FOODS

MEDICAL FOODS NDC MEDICAL FOODS AWP Distributor Invoice
Net 45 w/ 30% discent

*****	68405-1001-01	*****	*****
*****	68405-1002-02	*****	*****
*****	68405-1003-02	*****	*****
*****	68405-1004-02	*****	*****
*****	68405-1006-02	*****	*****
*****	68405-1007-02	*****	*****
*****	68405-1007-03	*****	*****
*****	68405-1008-02	*****	*****
*****	68405-1008-03	*****	*****
*****	68405-1009-01	*****	*****
*****	68405-1010-02	*****	*****
*****	68405-1005-03	*****	*****
*****	68405-1013-01	*****	*****
*****	68405-1014-01	*****	*****
*****	68405-1015-01	*****	*****
*****	68405-1016-03	*****	*****
*****	68405-1016-01	*****	*****

**Note: CONFIDENTIAL TREATMENT REQUESTED
WITH RESPECT TO CERTAIN PORTIONS HEREOF
DENOTED WITH "****"**

**MEDICAL FOOD CONVENIENCE PACK AND PHARMACEUTICAL
PURCHASE AGREEMENT**

This Medical Food Convenience Pack and Pharmaceutical Purchase Agreement (the "**Agreement**") is made this 20th day of October, 2008 (the "**Effective Date**") by and between GlobalMed Management LLC, a California ("**Distributor**"), and Targeted Medical Pharma, Inc., a Delaware corporation ("**TMP**"), with offices at 2980 Beverly Glen Circle, Suite 301, Los Angeles, California 90077.

RECITALS

- A. Distributor owns and operates a health care distribution business that distributes (through purchase and resale) products to healthcare providers. TMP sells certain pharmaceutical and Medical Food Convenience Packs (the "**Products**").
- B. Distributor desires to purchase the Products from TMP for resale to physicians (each a "**Physician**" and collectively, "**Physicians**"), and TMP desires to sell the Products to Distributor, as set forth herein, subject to the terms and conditions of this Agreement.
- C. Each Physician may, but shall not be obligated to, enter into an agreement by and between TMP and each such Physician regarding the billing and collection of receivables related to the dispensing of the Products by the Physicians (each a "**Billing and Services Agreement**"). Under the Billing and Services Agreement, if entered into by a Physician, Physician may receive payment from the collections received by TMP (the "**Physician Payment**").

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties agree to the foregoing recitals and as follows:

**ARTICLE I
PURCHASE OF PRODUCTS**

1.1 Purchase of Products. During the term of this Agreement, Distributor shall purchase the Products from TMP, pursuant to individual purchase orders, at the average wholesale price as may be set from time to time by TMP, plus any applicable taxes and shipping (together, the “**AWP**”). Distributor’s rights to purchase the Products from TMP under this Agreement shall be non-exclusive and TMP shall have the right to sell the Products directly to Physicians or to other distributors. All Products are sold as is and all sales shall be final and no Products shall be subject to return by Distributor to TMP. TMP shall issue an invoice with respect to each Product sold to Distributor. Distributor shall pay for the Products purchased from TMP under “**Net 360 Invoices**”, which Net 360 Invoices shall be subject to a timely/early pay discount. Distributor shall be responsible for paying the AWP minus any applicable timely/early payment and/or distributor discount under such invoices (as more fully set forth on the price sheets attached hereto as Appendix 1) directly to TMP within the earlier of (i) three hundred and sixty days (360) days from the issuance date of such invoice submitted by TMP to Distributor or (ii) if a Billing and Services Agreement has been entered into, within five (5) days after Distributor receives a demand for payment from TMP relating to Products that were previously sold to Distributor and resold by Distributor to Physician that have, as of the time of the demand, resulted in Physician receiving a Physician Payment, which demands shall be made by TMP to Distributor every two (2) weeks.

1.2 Late Fee. Distributor shall owe a late fee penalty for any late payment of a Net 360 Invoice, which shall accrue at an annual rate of either ***** of the unpaid balance compounded monthly or the maximum amount allowed by law, whichever is lower, from the original invoice date of such invoice until payment is received.

1.3 Title; Risk of Loss. All Products shall be shipped F.O.B. at the place of business of TMP or its agent, as applicable, where shipment originates. Title and risk of loss shall pass to Distributor upon TMP’s or its agent’s delivery of the Products to the carrier. TMP and Distributor shall mutually agree in good faith on a suitable carrier for delivery of the Products to Distributor. Distributor shall notify TMP of the address to which the Products shall be shipped, which may be the Distributor’s address or a Physician’s address. TMP shall inform the carrier of the address to which the Distributor wants the Products shipped.

1.4 Security Interest. Distributor hereby grants to TMP a first priority purchase money security interest in each of the Products sold by TMP to Distributor and the accounts receivable and proceeds from the sale thereof in whatever form payment may be made, including, without limitation, accounts receivable, cash proceeds from the sale of Products, and the proceeds generated by the dispensing of the Products by the Physicians. Distributor authorizes TMP to file and shall cooperate in the filing of any and all necessary documents, including, without limitation, financing statements to perfect such security interest in any applicable jurisdiction where the Products or proceeds may be located.

1.5 Distributor’s Responsibilities.

(a) **Maintenance of Licenses.** During the Term of this Agreement, Distributor shall maintain in good standing all licenses, consents, certifications, accreditations and approvals necessary to distribute the Products.

(b) **Compliance with Laws.** Distributor shall distribute the Products in accordance with any and all applicable laws, rules, guidelines and requirements of governmental, accrediting, reimbursement, payment and other agencies having jurisdiction over the operation of the Distributor’s business, including without limitation, compliance with the following requirements:

(i) Distributor has complied in all material respects with, is in material compliance with and shall remain in material compliance with all applicable laws and regulations of foreign, federal, state and local governments and all agencies thereof relating to Health Care Laws and Practices (as defined below). Distributor has not received notification of or been under investigation with respect to, any violation of any provision of any federal, state or local law or administrative regulation, or of any rule, regulation or requirement of any licensing body relating to Health Care Laws and Practices. For purposes of this Agreement, “**Health Care Laws and Practices**” means all federal, state or local laws, rules, regulations or guidelines regarding (i) any government-sponsored health care program, including Medicare and other federally or state funded entitlement programs, and including those laws, rules, regulations and guidelines related to covered services, charging practices, billing, collection, marketing and advertising, (ii) kickbacks, fee-splitting and other referral practices, including, without limitation, the federal anti-kickback statute set forth at 42 U.S.C. Section 1320a-7b (the “**anti-kickback statute**”), the federal physician self referral law set forth at 42 U.S.C. Section 1395nn (the “**Stark law**”), California Business and Professions Code Section 650, California Welfare and Institutions Code Section 14107.2(a), California Business and Professions Code Sections 650.01 and 650.02, California Labor Code Sections 139.3 and 139.31 and other related or similar laws and regulations, and (iii) the privacy, maintenance or protection of patient records, including the Health Insurance Portability and Accountability Act of 1996.

(ii) Distributor and Distributor’s agents, employees or staff have not and shall not engage in any conduct that violates any Health Care Laws and Practices, including, without limitation, engaging in any unlawful kickbacks.

(c) **Billing and Services Agreement.** TMP and Physician may enter into a Billing and Services Agreement that will provide for (i) the payment of a collection fee to TMP for collections related to the dispensing of the Products by the Physician; and (ii) the establishment of a physician Special Bank Account (as defined in the Billing and Services Agreement) with special deposit instructions to the applicable bank that shall provide for the sweep of the amounts owed to TMP identified in (i) above with respect to Segregated Payors (as defined in the Billing and Services Agreement). Distributor acknowledges that if the Physician alters the Special Bank Account instructions without the prior written approval of TMP, each outstanding Net 360 Invoice related to such Physician under such Billing and Services Agreement shall become immediately due and payable and TMP shall have the immediate right, but not the obligation, to terminate this Agreement.

ARTICLE II TERM AND TERMINATION

2.1 Term. The term of this Agreement (the “**Term**”) shall be for a period of One (1) year and shall commence on October 20, 2008. Thereafter, the term of this Agreement shall automatically renew for successive one (1) year periods unless earlier terminated by the parties in accordance with this Agreement.

2.2 Mutual Termination. This Agreement may be terminated at any time upon the written mutual consent of the parties.

2.3 Termination Without Cause. This Agreement may be terminated by TMP or Distributor without cause upon three hundred and sixty (360) days prior written notice to the other party.

2.4 Termination For Cause. Either party may terminate this Agreement at any time by giving written notice via certified mail to the other party if:

(a) The other party to this Agreement violates any of its obligations or warranties under the terms of this Agreement, provided that the non-violating party shall provide the violating party thirty (30) days prior written notice (the “**Default Notice**”) of the nature of the default or breach. Failure to serve such notice shall not be deemed to be a waiver of any breach of any covenant or stipulation under this Agreement. Such termination of the Agreement shall become effective unless the violations complained of shall be completely remedied to the reasonable satisfaction of the non-violating party within thirty (30) days after the date of the Default Notice. If the violation complained of shall be of a kind that a remedy or cure cannot effectively restore the prior circumstances, the Default Notice shall state that the violation is not curable and this Agreement shall terminate on the date of the Default Notice. The termination of the Agreement shall be without prejudice to any rights that either party may otherwise have against the other party under this Agreement or under law; or

(b) The other party applies for or consents to the appointment of a receiver, trustee or liquidator of the other party or of all or a substantial part of his, her or its assets, or makes a general assignment for the benefit of creditors, takes advantage of any insolvency law, declares bankruptcy or becomes subject to an involuntary bankruptcy proceeding, becomes insolvent or commences liquidation, or ceases his, her or its operations for any reasons.

2.5 Rights and Remedies Upon Termination. Upon the termination of this Agreement by either party:

(a) **Payment for Outstanding Invoices.** TMP shall be entitled to receive the amount due or owing to TMP under any outstanding invoices up to the termination date.

(b) **Fulfillment of Accepted Purchase Orders.** Distributor shall be entitled to receive Products for any purchase orders accepted prior to the termination date.

(c) **Resale of Products.** Upon termination of this Agreement, Distributor will refrain from any further sale or use of the Products or Product materials including, but not limited to the Trademarks (as defined below), words, devices, designs and symbols, similar to the Products or in any way associated with TMP.

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3.1 Trademark License. Upon prior authorization by TMP to Distributor, TMP may grant a revocable, nontransferable, non-exclusive and royalty free right and license, without the right to grant sublicenses, to utilize the names, legends, trademarks or other intellectual property of TMP and its affiliates related to the Products (the “**Trademarks**”), in connection with Distributor’s rights hereunder, subject to the following conditions:

(a) Distributor shall not remove, modify, obliterate or cover the Trademarks on any Products, packaging, promotional literature or other materials originating from TMP.

(b) Distributor shall submit for the written approval of TMP, prior to any first use thereof, all promotional, sales and marketing literature or other materials produced by Distributor on or in which the Trademarks will appear, and Distributor shall amend to the reasonable satisfaction of TMP, prior to any first use, any such literature or other materials that are not initially approved by TMP.

(c) All use by Distributor of any of the Trademarks shall be accompanied by such legend or legends as TMP may specify from time to time, including without limitation indicating that TMP is the owner of the Trademarks.

(d) Distributor expressly acknowledges TMP's ownership in and to all right, title and interest to the Trademarks and shall not at any time in any jurisdiction apply for registration of any of the Trademarks or do or cause to be done any act or thing which will in any way impair any rights of TMP in and to any of the Trademarks anywhere in the world, or the goodwill generated through the use thereof, except as expressly provided herein.

3.2 Confidentiality. Distributor shall keep strictly confidential and shall not disclose or use, other than as required for Distributor's performance of its obligations under this Agreement, any Confidential Information (as defined below) provided by TMP. Distributor shall forever keep secret and retain in strictest confidence the Confidential Information, shall not sell, trade, publish or otherwise disclose any Confidential Information to anyone in any manner whatsoever, including, but not limited to, by means of photocopy, reproduction or electronic media, and shall not use the Confidential Information for the benefit of any person or entity except the parties, except to the extent necessary to consummate and perform the transactions contemplated herein or to the extent disclosure is sought pursuant to a court issued subpoena or court order. Distributor shall return all Confidential Information to TMP upon its request or termination of this Agreement. Distributor acknowledges that the violation of this provision could cause TMP irreparable injury for which it would have no adequate remedy at law, and agrees that TMP shall be entitled to obtain immediate injunctive relief prohibiting such violation without the posting of bond, in addition to any other rights and remedies available to TMP. For purposes of this Agreement, "**Confidential Information**" means confidential information, proprietary information and trade secrets relating to the Products, operations, transactions, relationships, customers, claims, assets, liabilities and future plans of TMP's business, including without limitation, technical, financial, business, commercial, operational and strategic information and data, know-how, trade secrets, customer lists, pricing policies, computer programs or software, inventions (whether patentable or not), operational methods, marketing studies, plans or strategies, product development techniques or plans, business plans, new personnel designs and design projects, invention and research projects, forecasts, financial projections, sales projections and all records containing or otherwise reflecting information which are not available to the general public, regardless of form or medium. Confidential Information shall not include any information that: (i) at the time of disclosure is generally available to the public through no act or any person in violation of a confidentiality obligation, (ii) a disclosing party has obtained lawfully from an independent source not subject to a confidentiality obligation or (iii) is lawfully in the possession of a disclosing party at the time of disclosure, as evidenced by the receiving party's file and records.

ARTICLE IV
RELATIONSHIP BETWEEN THE PARTIES

4.1 Independent Contractors. The parties are and at all times shall be independent contractors with respect to each other and in meeting their duties and responsibilities under this Agreement. Nothing in this Agreement is intended nor shall be construed to create a partnership, employer-employee or joint venture relationship between Distributor and TMP. Neither party shall have any obligation under this Agreement to compensate or pay applicable taxes for or provide employee benefits of any kind (including contributions to government mandated, employment-related insurance and similar programs) to or on behalf of the other party or any other person employed or retained thereby.

4.2 Fair Value Warranty. Each party represents and warrants on behalf of itself, that the aggregate benefit given or received under this Agreement has been determined in advance through a process of arms-length negotiations that were intended to achieve an exchange of goods and/or services consistent with fair market value under the circumstances, and that any benefit given or received under this Agreement is not intended to induce, does not require, and is not contingent upon, the admission, recommendation or referral of any customer, directly or indirectly, and further, is not determined in any manner that takes into account the value of business generated between the parties.

4.3 Discounts. Distributor acknowledges that the prices being charged by Distributor to Physicians for the Products may be discounted from Distributor's usual and customary charges for such Products. Distributor agrees to comply with the requirements of the federal "safe harbor" regulations, promulgated pursuant to 42 U.S.C. § 1320a-7b, regarding discounts, which regulations are found at 42 Code of Federal Regulations Section 1001.952(h). Distributor acknowledges that the prices being charged by Distributor to Physicians for the Products may be discounted from Distributor's usual and customary charges for such Products. Distributor shall agree not to sell for less than the 45 day pricing term as published periodically by TMP.

4.4 Indemnification and Liability. Distributor shall indemnify, defend and hold harmless TMP against: (i) any and all liability arising out of Distributor's failure to comply with the terms of this Agreement, and any injury, loss, claims or damages arising from the negligent operations, acts or omissions of Distributor or his, her or its employees relating to this Agreement, including, without limitation, any violations of state or federal regulations relating to the extension of credit or handling of accounts receivable by Distributor; and (ii) any and all costs and expenses, including reasonable legal expenses, incurred by or on behalf of TMP in connection with the defense of such claims. This section 4.4(a) shall survive expiration or termination of this Agreement.

(a) NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, TO THE MAXIMUM EXTENT PERMITTED BY LAW, TMP SHALL NOT BE RESPONSIBLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING DAMAGES FOR LOST GOODWILL, LOST PROFITS, LOST BUSINESS OR OTHER INDIRECT ECONOMIC DAMAGES, WHETHER SUCH CLAIM IS BASED ON CONTRACT, NEGLIGENCE, TORT (INCLUDING STRICT LIABILITY) OR OTHER LEGAL THEORY, AS A RESULT OF A BREACH OF ANY WARRANTY OR ANY OTHER TERM OF THIS AGREEMENT, AND REGARDLESS OF WHETHER TMP WAS ADVISED OR HAD REASON TO KNOW OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.

4.5 Complaints. Distributor agrees to give TMP written notice within three (3) business days of (i) any “serious adverse event” alleged to have resulted from the Products; (ii) any customer or third party complaints related to the use of the Products; and (iii) any threats to contact any federal or state agency, including, without limitation, the Food and Drug Administration (“FDA”) or the Federal Trade Commission (“FTC”), related to the Products. Both parties hereto agree that it is the Distributor’s and TMP’s joint responsibility to make sure, for each “serious adverse event,” that all the reporting necessary under FDA regulations is accomplished. As used in this Agreement, “**serious adverse event**” means any adverse experience occurring at any dose that results in any of the following outcomes: death, a life-threatening adverse experience, inpatient hospitalization or prolongation of existing hospitalization, a persistent or significant disability/incapacity, or a congenital anomaly/birth defect.

4.6 Advertising and Promotional Claims. TMP and Distributor agree that both will act to insure that no false, deceptive, or misleading statements regarding the Products’ efficacy or safety are made. As used in this Agreement, “**false, deceptive, and misleading statements**” shall have the same definition as the definition published from time to time for “false, deceptive, and misleading statements” by the FTC and FDA Policy Statements. All advertising and promotional materials intended for use in connection with the sale or distribution of the Products shall be approved for use, in writing, by TMP. TMP shall have the right, in the sole and absolute discretion of TMP, to require the reasonable modification of any advertising or promotional materials proposed by Distributor to be used in connection with the sale or distribution of the Products. In the event that Distributor shall elect not to make the modifications as reasonably required by TMP, then the materials shall not be used for any purpose whatsoever in connection with the Products. So long as TMP has approved the use of material for use by Distributor in Distributor’s advertising and promotional materials in accordance with the provisions of this Section 4.6, Distributor shall have no liability to TMP for any damages which may result from or be incurred by TMP as a result of the authorized use of such approved advertising and promotion materials.

4.7 No Re-Packaging. Distributor may not (i) apply for a New Drug Code (“NDC”) number for the Products; or (ii) re-label or re-package the Products in any form for resale without written permission from TMP.

**ARTICLE V
MISCELLANEOUS**

5.1 Amendment. This Agreement may be modified or amended only by mutual written agreement of the parties. Any such modification or amendment must be in writing, dated, signed by the parties and attached to this Agreement.

5.2 Arbitration. Upon the request of either party, any controversy or claim (whether such claim sounds in contract, tort or otherwise) arising out of or relating to this Agreement, or the breach thereof, shall be settled by binding arbitration in accordance with California Code of Civil Procedure Sections 1280 *et seq.*, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator shall be selected from JAMS and the arbitration shall be conducted in accordance with JAMS' current rules for streamlined arbitration. Notwithstanding any other provision of this Agreement, in the case of a dispute involving a claim for equitable relief, a court with equitable jurisdiction may grant temporary restraining orders and preliminary injunctions to preserve the status quo existing before the events which are the subject of the dispute. Any final equitable or other relief shall be ordered in the arbitration proceeding. Each party shall pay an equal share of the fees and expenses of any arbitrator and any administrative fee of JAMS. The prevailing party shall be entitled to the award of reasonable attorneys' fees and costs, in addition to whatever relief the prevailing party may be awarded.

5.3 Assignment, Delegation or Subcontracting. Except for assignment, delegation or subcontracting by TMP to a successor-in-interest or an entity owned, controlled by or under common control with TMP, neither party may assign any interest or obligation under this Agreement without the other party's prior written consent.

5.4 Binding Effect. This Agreement shall be binding on and shall inure to the benefit of the parties and their respective permitted successors and assigns.

5.5 Choice of Law. This Agreement shall be construed in accordance with and governed by the internal laws of the State of California, except choice of law rules that would require the application of the laws of any other jurisdiction.

5.6 Venue. The parties agree that the County of Los Angeles, California shall be the only proper venue for disputes related to this Agreement, including arbitration.

5.7 Compliance With Laws. The parties shall comply with all applicable laws, ordinances, codes and regulations of federal, state and local governments.

5.8 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

5.9 Entire Agreement. This Agreement is the entire understanding and agreement of the parties regarding its subject matter, and supersedes any prior oral or written agreements, including, without limitation, any prior Distributor or Licensing Agreements, representations, understandings or discussions between the parties. No other understanding between the parties shall be binding on them unless set forth in writing, signed by both parties and attached to this Agreement.

5.10 Exhibits. The attached exhibits, together with all documents incorporated by reference in the exhibits, form an integral part of this Agreement and are incorporated into this Agreement wherever reference is made to them to the same extent as if they were set out in full at the point at which such reference is made.

5.11 Force Majeure. No party shall be liable for nonperformance, defective performance or late performance of any of his, her or its obligations under this Agreement to the extent and for such periods of time as such nonperformance, defective performance or late performance is due to reasons outside such party's control, including acts of God, war (declared or undeclared), terrorism, action of any governmental authority, civil disturbances, riots, revolutions, vandalism, disruption of public utilities, fire, floods, explosions, sabotage, nuclear incidents, lightning, weather, earthquakes, storms, sinkholes, epidemics, or strikes (or similar nonperformance, defective performance or late performance of employees, suppliers or subcontractors) or computer hardware, software or other electronic system malfunctions.

5.12 Headings. The headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.

5.13 Meaning of Certain Words. Wherever the context may require, any pronouns used in this Agreement shall include the corresponding masculine, feminine or neuter forms and the singular form of nouns shall include the plural and vice versa.

5.14 No Third-Party Beneficiary Rights. The parties do not intend to confer and this Agreement shall not be construed to confer any rights or benefits to any person, firm, group, corporation or entity other than the parties.

5.15 Notices. All notices or communications required or permitted under this Agreement shall be given in writing and delivered personally or sent by United States registered or certified mail with postage prepaid and return receipt requested or by overnight delivery service (e.g., Federal Express, DHL). Notice shall be deemed given when sent, if sent as specified in this Section or otherwise deemed given when received. In each case, notice shall be delivered or sent to the address set forth on the signature page or such other address provided by the party in accordance with this Section.

5.16 Severability. If any provision of this Agreement is determined to be illegal or unenforceable, that provision shall be severed from this Agreement and such severance shall have no effect upon the enforceability of the remainder of the Agreement.

5.17 Subcontracting. TMP may subcontract any or all of its obligations under this Agreement without the prior written consent of Distributor.

5.18 Waiver. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted by a party must be in writing and shall apply solely to the specific instance expressly stated.

5.19 **Counterparts**. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first written above.

“Distributor”

Signature: /s/

Print Name: Mark Kappico

Title: COO

Address:

14724 Ventura Blvd., Suite 1105

Sherman Oaks, CA 91403

“TMP”

Signature: /s/

Print Name: Kim Giffoni

Title: COO

Address:

2980 Beverly Glen Circle, Suite 301

Los Angeles, California 90077

**APPENDIX 1
PRICE SHEETS**

CO-PACKING INFORMATION

PHYSICIAN DIRECT SALES MODEL

Co-Packing Name	NDC Co-Packing	AWP	Net 45 Invoice	Net 90 Invoice	Net 120 Invoice	Net 360 Invoice
*****	68405-8021-16	*****	*****	*****	*****	*****
*****	68405-8009-16	*****	*****	*****	*****	*****
*****	68405-8011-16	*****	*****	*****	*****	*****
*****	68405-8019-16	*****	*****	*****	*****	*****
*****	68405-8024-26	*****	*****	*****	*****	*****
*****	68405-8004-26	*****	*****	*****	*****	*****
*****	68405-8014-26	*****	*****	*****	*****	*****
*****	68405-8017-36	*****	*****	*****	*****	*****
*****	68405-8007-06	*****	*****	*****	*****	*****
*****	68405-8007-36	*****	*****	*****	*****	*****
*****	68405-8028-06	*****	*****	*****	*****	*****
*****	68405-8015-36	*****	*****	*****	*****	*****
*****	68405-8110-26	*****	*****	*****	*****	*****
*****	68405-8033-26	*****	*****	*****	*****	*****
*****	68405-8043-26	*****	*****	*****	*****	*****
*****	68405-8002-06	*****	*****	*****	*****	*****
*****	68405-8013-06	*****	*****	*****	*****	*****
*****	68405-8058-26	*****	*****	*****	*****	*****
*****	68405-8058-36	*****	*****	*****	*****	*****
*****	68405-8098-36	*****	*****	*****	*****	*****
*****	68405-8198-36	*****	*****	*****	*****	*****
*****	68405-8298-36	*****	*****	*****	*****	*****
*****	68405-8078-26	*****	*****	*****	*****	*****
*****	68405-8068-26	*****	*****	*****	*****	*****
*****	68405-8068-36	*****	*****	*****	*****	*****
*****	68405-8088-26	*****	*****	*****	*****	*****
*****	68405-8088-36	*****	*****	*****	*****	*****
*****	68405-8018-06	*****	*****	*****	*****	*****
*****	68405-8018-36	*****	*****	*****	*****	*****
*****	68405-8038-26	*****	*****	*****	*****	*****
*****	68405-8038-36	*****	*****	*****	*****	*****
*****	68405-8003-06	*****	*****	*****	*****	*****

MEDICAL FOODS

PHYSICIAN DIRECT SALES MODEL

MEDICAL FOODS	NDC MEDICAL FOODS	AWP	Net 45 Invoice	Net 90 Invoice	Net 120 Invoice	Net 360 Invoice
*****	68405-1001-01	*****	*****	*****	*****	*****
*****	68405-1002-02	*****	*****	*****	*****	*****
*****	68405-1003-02	*****	*****	*****	*****	*****
*****	68405-1004-02	*****	*****	*****	*****	*****
*****	68405-1006-02	*****	*****	*****	*****	*****
*****	68405-1007-02	*****	*****	*****	*****	*****
*****	68405-1007-03	*****	*****	*****	*****	*****
*****	68405-1008-02	*****	*****	*****	*****	*****
*****	68405-1008-03	*****	*****	*****	*****	*****
*****	68405-1009-01	*****	*****	*****	*****	*****
*****	68405-1010-02	*****	*****	*****	*****	*****
*****	68405-1005-03	*****	*****	*****	*****	*****
*****	68405-1016-03	*****	*****	*****	*****	*****

MEDICAL FOODS

PAP

MEDICAL FOODS	NDC MEDICAL FOODS	AWP	Distributor Invoice Net 45 w/30% discnt
*****	68405-1001-01	*****	*****
*****	68405-1002-02	*****	*****
*****	68405-1003-02	*****	*****
*****	68405-1004-02	*****	*****
*****	68405-1006-02	*****	*****
*****	68405-1007-02	*****	*****
*****	68405-1007-03	*****	*****
*****	68405-1008-02	*****	*****
*****	68405-1008-03	*****	*****
*****	68405-1009-01	*****	*****
*****	68405-1010-02	*****	*****
*****	68405-1005-03	*****	*****
*****	68405-1013-01	*****	*****
*****	68405-1014-01	*****	*****
*****	68405-1015-01	*****	*****
*****	68405-1016-03	*****	*****
*****	68405-1016-01	*****	*****

Note: CONFIDENTIAL TREATMENT REQUESTED
WITH RESPECT TO CERTAIN PORTIONS HEREOF
DENOTED WITH "**"**

**MEDICAL FOOD CONVENIENCE PACK AND PHARMACEUTICAL
PURCHASE AGREEMENT**

This Medical Food Convenience Pack and Pharmaceutical Purchase Agreement (the "**Agreement**") is made this 13th day of February 2008 (the "**Effective Date**") by and between Pacific Medical, Inc., a California corporation with offices at 1700 N. Chrisman Rd., Tracy California 95304 ("**Distributor**"), and Targeted Medical Pharma, Inc., a Delaware corporation ("**TMP**"), with offices at 2980 Beverly Glen Circle, Suite 301, Los Angeles, California 90077.

RECITALS

A. Distributor owns and operates a health care distribution business that distributes (through purchase and resale) products to healthcare providers and provides billing services. TMP sells certain pharmaceutical and Medical Food Convenience Packs (the "**Products**").

B. Distributor desires to purchase the Products from TMP for resale to physicians (each a "**Physician**" and collectively, "**Physicians**"), and act as a billing service for Products, and TMP desires to sell the Products to Distributor and provide billing assistance, as set forth herein, subject to the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties agree to the foregoing recitals and as follows:

ARTICLE I
PURCHASE OF PRODUCTS

1.1 Purchase of Products. During the term of this Agreement, Distributor shall purchase the Products from TMP, pursuant to individual purchase orders, at the average wholesale price as may be set from time to time by TMP, plus any applicable taxes and shipping (together, the "**AWP**"). Subject to the limitations provided in Section 1.5(c), Distributor's rights to purchase the Products from TMP under this Agreement shall be non-exclusive and TMP shall have the right to sell the Products directly to Physicians or to other distributors. All Products are sold as is and all sales shall be final and no Products shall be subject to return by Distributor to TMP with the exception of products that are received in damaged condition or subject to an FDA recall. TMP shall issue an invoice with respect to each Product sold to Distributor. Distributor shall pay for the Products purchased from TMP under "**Net 60 Day Invoices**", which Net 60 Day Invoices shall be subject to a timely/early pay discount. Distributor shall be responsible for paying the AWP minus any applicable timely/early payment and/or distributor discount under such invoices (as more fully set forth on the price sheets attached hereto as Appendix 1) directly to TMP within sixty (60) days from the issuance date of such invoice submitted by TMP to Distributor.

1.2 Late Fee. Distributor shall owe a late fee penalty for any late payment of a Net 60 Day Invoice, which shall accrue at an annual rate of either ***** of the unpaid balance compounded monthly or the maximum amount allowed by law, whichever is lower, from the original invoice date of such invoice until payment is received.

1.3 Title; Risk of Loss. All Products shall be shipped F.O.B. at the place of business of TMP or its agent, as applicable, where shipment originates. Title and risk of loss shall pass to Distributor upon TMP's or its agent's delivery of the Products to the carrier. TMP and Distributor shall mutually agree in good faith on a suitable carrier for delivery of the Products to Distributor. Distributor shall notify TMP of the address to which the Products shall be shipped, which may be the Distributor's address or a Physician's address. TMP shall inform the carrier of the address to which the Distributor wants the Products shipped.

1.4 Security Interest. Distributor hereby grants to TMP a first priority purchase money security interest in each of the Products sold by TMP to Distributor and the accounts receivable and proceeds from the sale thereof in whatever form payment may be made, including, without limitation, accounts receivable and cash proceeds from the sale of Products. TMP shall allow Distributor to grant a bank or funding source a First Priority Security Interest and in the event of such grant shall subjugate to a secondary security interest. Distributor authorizes TMP to file and shall cooperate in the filing of any and all necessary documents, including, without limitation, financing statements to perfect such security interest in any applicable jurisdiction where the Products or proceeds may be located.

1.5 Party Responsibilities.

(a) **Maintenance of Licenses.** During the Term of this Agreement, each party shall maintain in good standing all licenses, consents, certifications, accreditations and approvals necessary to legally perform its obligations under this Agreement.

(b) **Compliance with Laws.** Each party shall perform its obligations under this Agreement in accordance with any and all applicable laws, rules, guidelines and requirements of governmental, accrediting, reimbursement, payment and other agencies having jurisdiction over the operation of each party's business, including without limitation, compliance with the following requirements:

(i) The party has complied in all material respects with, is in material compliance with and shall remain in material compliance with all applicable laws and regulations of foreign, federal, state and local governments and all agencies thereof relating to Health Care Laws and Practices (as defined below). The party has not received notification of or been under investigation with respect to, any violation of any provision of any federal, state or local law or administrative regulation, or of any rule, regulation or requirement of any licensing body relating to Health Care Laws and Practices and The party shall notify the other of any future investigation notification it receives with respect to any violation of any provision of any federal, state, or local law or administrative regulation, or any rule, regulation or requirement of any licensing body relating to Health Care Laws an Practices. If such future investigation shall or is likely to have a measurable impact on the other's business such investigation of the notifying party shall be deemed a breach of this Agreement by the notifying party. For purposes of this Agreement, "**Health Care Laws and Practices**" means all federal, state or local laws, rules, regulations or guidelines regarding (i) any government-sponsored health care program, including Medicare and other federally or state funded entitlement programs, and including those laws, rules, regulations and guidelines related to covered services, charging practices, billing, collection, marketing and advertising, (ii) kickbacks, fee-splitting and other referral practices, including, without limitation, the federal anti-kickback statute set forth at 42 U.S.C. Section 1320a-7b (the "**anti-kickback statute**"), the federal physician self referral law set forth at 42 U.S.C. Section 1395nn (the "**Stark law**"), California Business and Professions Code Section 650, California Welfare and Institutions Code Section 14107.2(a), California Business and Professions Code Sections 650.01 and 650.02, California Labor Code Sections 139.3 and 139.31 and other related or similar laws and regulations, and (iii) the privacy, maintenance or protection of patient records, including the Health Insurance Portability and Accountability Act of 1996.

(ii) Each party's agents, employees or staff have not and shall not engage in any conduct that violates any Health Care Laws and Practices, including, without limitation, engaging in any unlawful kickbacks.

(c) **Exclusivity.** Once Distributor has (i) resold at least ***** PTL Units ***** of Product to Physician or Physician group or (ii) has acted as the billing services for a customer for at least ***** Product bills, that customer shall be considered a "Distributor Customer." TMP shall refrain from directly (or indirectly, through some other entity that is an affiliate of TMP, including Complete Claims Processing, Inc. ("CCPI") or Physician Therapeutics, LLC) (i) selling Products to any Distributor Customer or (ii) acting as any Distributor Customer's billing service for Products while this Agreement is in effect. Distributor Customer must purchase a minimum of ***** PTL Product Units or bill insurance a minimum ***** PTL Products on behalf of the Physician or Physician group each and every calendar quarter. In the event that Distributor fails to order or bill the minimum PTL units within a period of ***** such Distributor Customer shall automatically convert to non-exclusive customer. No notice shall be required by either party upon conversion to non-exclusive customer.

(d) **Billing Training.** For the first ***** Distributor Customers who hire Distributor to provide Product billing services ("Initial Customers"), TMP shall, either directly or through CCPI, (i) perform Product billing services on Distributor's behalf for a four (4) month period and (ii) provide education to Distributor staff in Product billing service processes so that Distributor staff may successfully take over Product billing services at the end of the fourth month. While TMP (or CCPI) is providing billing services, it will charge Initial Customers ***** of gross collections for billing services.

ARTICLE II
TERM AND TERMINATION

2.1 **Term**. The term of this Agreement (the “**Term**”) shall be for a period of One (1) year and shall commence on the Effective Date. Thereafter, the term of this Agreement shall automatically renew for successive one (1) year periods unless earlier terminated by the parties in accordance with this Agreement.

2.2 **Mutual Termination**. This Agreement may be terminated at any time upon the written mutual consent of the parties.

2.3 **Termination Without Cause**. This Agreement may be terminated by TMP or Distributor without cause upon ninety (365) days prior written notice to the other party.

2.4 **Termination For Cause**. Either party may terminate this Agreement at any time by giving written notice via certified mail to the other party if:

(a) The other party to this Agreement violates any of its obligations or warranties under the terms of this Agreement, provided that the non-violating party shall provide the violating party thirty (30) days prior written notice (the “**Default Notice**”) of the nature of the default or breach. Failure to serve such notice shall not be deemed to be a waiver of any breach of any covenant or stipulation under this Agreement. Such termination of the Agreement shall become effective unless the violations complained of shall be completely remedied to the reasonable satisfaction of the non-violating party within thirty (30) days after the date of the Default Notice. If the violation complained of shall be of a kind that a remedy or cure cannot effectively restore the prior circumstances, the Default Notice shall state that the violation is not curable and this Agreement shall terminate on the date of the Default Notice. The termination of the Agreement shall be without prejudice to any rights that either party may otherwise have against the other party under this Agreement or under law; or

(b) The other party applies for or consents to the appointment of a receiver, trustee or liquidator of the other party or of all or a substantial part of his, her or its assets, or makes a general assignment for the benefit of creditors, takes advantage of any insolvency law, declares bankruptcy or becomes subject to an involuntary bankruptcy proceeding, becomes insolvent or commences liquidation, or ceases his, her or its operations for any reasons.

2.5 **Rights and Remedies Upon Termination**. Upon the termination of this Agreement by either party:

(a) **Payment for Outstanding Invoices**. TMP shall be entitled to receive the amount due or owing to TMP under any outstanding invoices up to the termination date.

(b) **Fulfillment of Accepted Purchase Orders**. Distributor shall be entitled to receive Products for any purchase orders accepted prior to the termination date.

(c) **Resale of Products**. Upon termination of this Agreement, Distributor will refrain from any further sale or use of the Products or Product materials including, but not limited to the Trademarks (as defined below), words, devices, designs and symbols, similar to the Products or in any way associated with TMP.

ARTICLE III
INTELLECTUAL PROPERTY RIGHTS; CONFIDENTIALITY

3.1 Trademark License. Upon prior authorization by TMP to Distributor, TMP may grant a revocable, nontransferable, non-exclusive and royalty free right and license, without the right to grant sublicenses, to utilize the names, legends, trademarks or other intellectual property of TMP and its affiliates related to the Products (the “**Trademarks**”), in connection with Distributor’s rights hereunder, subject to the following conditions:

(a) Distributor shall not remove, modify, obliterate or cover the Trademarks on any Products, packaging, promotional literature or other materials originating from TMP.

(b) Distributor shall submit for the written approval of TMP, prior to any first use thereof, all promotional, sales and marketing literature or other materials produced by Distributor on or in which the Trademarks will appear, and Distributor shall amend to the reasonable satisfaction of TMP, prior to any first use, any such literature or other materials that are not initially approved by TMP.

(c) All use by Distributor of any of the Trademarks shall be accompanied by such legend or legends as TMP may specify from time to time, including without limitation indicating that TMP is the owner of the Trademarks.

(d) Distributor expressly acknowledges TMP’s ownership in and to all right, title and interest to the Trademarks and shall not at any time in any jurisdiction apply for registration of any of the Trademarks or do or cause to be done any act or thing which will in any way impair any rights of TMP in and to any of the Trademarks anywhere in the world, or the goodwill generated through the use thereof, except as expressly provided herein.

3.2 Confidentiality. Each party shall keep strictly confidential and shall not disclose or use, other than as required for a party’s performance of its obligations under this Agreement, any Confidential Information (as defined below) provided by the other party. Receiving party shall keep secret and retain in strictest confidence the Confidential Information, shall not sell, trade, publish or otherwise disclose any Confidential Information to anyone in any manner whatsoever, including, but not limited to, by means of photocopy, reproduction or electronic media, and shall not use the Confidential Information for the benefit of any person or entity except the parties, except to the extent necessary to consummate and perform the transactions contemplated herein or to the extent disclosure is sought pursuant to a court issued subpoena or court order. Receiving party shall return all Confidential Information to disclosing party upon its request or termination of this Agreement. Receiving party acknowledges that the violation of this provision could cause disclosing party irreparable injury for which it would have no adequate remedy at law, and agrees that disclosing party shall be entitled to obtain immediate injunctive relief prohibiting such violation without the posting of bond, in addition to any other rights and remedies available to disclosing party. For purposes of this Agreement, “**Confidential Information**” means confidential information, proprietary information and trade secrets relating to the Products, operations, transactions, relationships, customers, claims, assets, liabilities and future plans of disclosing party’s business, including without limitation, technical, financial, business, commercial, operational and strategic information and data, know-how, trade secrets, customer lists, pricing policies, computer programs or software, inventions (whether patentable or not), operational methods, marketing studies, plans or strategies, product development techniques or plans, business plans, new personnel designs and design projects, invention and research projects, forecasts, financial projections, sales projections and all records containing or otherwise reflecting information which are not available to the general public, regardless of form or medium. Confidential Information shall not include any information that: (i) at the time of disclosure is generally available to the public through no act or any person in violation of a confidentiality obligation, (ii) a disclosing party has obtained lawfully from an independent source not subject to a confidentiality obligation or (iii) is lawfully in the possession of a disclosing party at the time of disclosure, as evidenced by the receiving party’s file and records.

ARTICLE IV
RELATIONSHIP BETWEEN THE PARTIES

4.1 Independent Contractors. The parties are and at all times shall be independent contractors with respect to each other and in meeting their duties and responsibilities under this Agreement. Nothing in this Agreement is intended nor shall be construed to create a partnership, employer-employee or joint venture relationship between Distributor and TMP. Neither party shall have any obligation under this Agreement to compensate or pay applicable taxes for or provide employee benefits of any kind (including contributions to government mandated, employment-related insurance and similar programs) to or on behalf of the other party or any other person employed or retained thereby.

4.2 Fair Value Warranty. Each party represents and warrants on behalf of itself, that the aggregate benefit given or received under this Agreement has been determined in advance through a process of arms-length negotiations that were intended to achieve an exchange of goods and/or services consistent with fair market value under the circumstances, and that any benefit given or received under this Agreement is not intended to induce, does not require, and is not contingent upon, the admission, recommendation or referral of any customer, directly or indirectly, and further, is not determined in any manner that takes into account the value of business generated between the parties.

4.3 Discounts. Distributor may charge prices to Physicians or the Products that are discounted from Distributor's usual and customary charges for such Products, provided that distributor shall not sell Product for less than the 45 day pricing term as published periodically by TMP. Distributor agrees to comply with the requirements of the federal "safe harbor" regulations, promulgated pursuant to 42 U.S.C. § 1320a-7b, regarding discounts, which regulations are found at 42 Code of Federal Regulations Section 1001.952(h).

4.4 Indemnification and Liability. [deleted]

4.5 Complaints. Distributor agrees to give TMP written notice within three (3) business days of (i) any “serious adverse event” alleged to have resulted from the Products; (ii) any customer or third party complaints related to the use of the Products; and (iii) any threats to contact any federal or state agency, including, without limitation, the Food and Drug Administration (“**FDA**”) or the Federal Trade Commission (“**FTC**”), related to the Products. Both parties hereto agree that it is the Distributor’s and TMP’s joint responsibility to make sure, for each “serious adverse event,” that all the reporting necessary under FDA regulations is accomplished. As used in this Agreement, “**serious adverse event**” means any adverse experience occurring at any dose that results in any of the following outcomes: death, a life-threatening adverse experience, inpatient hospitalization or prolongation of existing hospitalization, a persistent or significant disability/incapacity, or a congenital anomaly/birth defect.

4.6 Advertising and Promotional Claims. TMP and Distributor agree that both will act to insure that no false, deceptive, or misleading statements regarding the Products’ efficacy or safety are made. As used in this Agreement, “**false, deceptive, and misleading statements**” shall have the same definition as the definition published from time to time for “false, deceptive, and misleading statements” by the FTC and FDA Policy Statements. All advertising and promotional materials intended for use in connection with the sale or distribution of the Products shall be approved for use, in writing, by TMP. TMP shall have the right, in the sole and absolute discretion of TMP, to require the reasonable modification of any advertising or promotional materials proposed by Distributor to be used in connection with the sale or distribution of the Products. In the event that Distributor shall elect not to make the modifications as reasonably required by TMP, then the materials shall not be used for any purpose whatsoever in connection with the Products. So long as TMP has approved the use of material for use by Distributor in Distributor’s advertising and promotional materials in accordance with the provisions of this Section 4.6, Distributor shall have no liability to TMP for any damages which may result from or be incurred by TMP as a result of the authorized use of such approved advertising and promotion materials.

4.7 No Re-Packaging. Distributor may not (i) apply for a New Drug Code (“**NDC**”) number for the Products; or (ii) re-label or re-package the Products in any form for resale **without written approval from TMP.**

ARTICLE V MISCELLANEOUS

5.1 Amendment. This Agreement may be modified or amended only by mutual written agreement of the parties. Any such modification or amendment must be in writing, dated, signed by the parties and attached to this Agreement.

5.2 Arbitration. Upon the request of either party, any controversy or claim (whether such claim sounds in contract, tort or otherwise) arising out of or relating to this Agreement, or the breach thereof, shall be settled by binding arbitration in accordance with California Code of Civil Procedure Sections 1280 *et seq.*, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator shall be selected from JAMS and the arbitration shall be conducted in accordance with JAMS’ current rules for streamlined arbitration. Notwithstanding any other provision of this Agreement, in the case of a dispute involving a claim for equitable relief, a court with equitable jurisdiction may grant temporary restraining orders and preliminary injunctions to preserve the status quo existing before the events which are the subject of the dispute. Any final equitable or other relief shall be ordered in the arbitration proceeding. Each party shall pay an equal share of the fees and expenses of any arbitrator and any administrative fee of JAMS. The prevailing party shall be entitled to the award of reasonable attorneys’ fees and costs, in addition to whatever relief the prevailing party may be awarded.

5.3 Assignment, Delegation or Subcontracting. Except for assignment, delegation or subcontracting by TMP to a successor-in-interest or an entity owned, controlled by or under common control with TMP, neither party may assign any interest or obligation under this Agreement without the other party's prior written consent.

5.4 Binding Effect. This Agreement shall be binding on and shall inure to the benefit of the parties and their respective permitted successors and assigns.

5.5 Choice of Law. This Agreement shall be construed in accordance with and governed by the internal laws of the State of California, except choice of law rules that would require the application of the laws of any other jurisdiction.

5.6 Venue. The parties agree that the County of Los Angeles, California shall be the only proper venue for disputes related to this Agreement, including arbitration.

5.7 Compliance With Laws. The parties shall comply with all applicable laws, ordinances, codes and regulations of federal, state and local governments. If either party reasonably concludes, upon advice of counsel, that any provision of this Agreement violates any applicable law, the parties shall exercise best efforts to promptly amend the Agreement to correct for such violation. If no such amendment is reached within fifteen (15) days of the first party's notice of violation, this Agreement shall terminate immediately thereafter.

5.8 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

5.9 Entire Agreement. This Agreement is the entire understanding and agreement of the parties regarding its subject matter, and supersedes any prior oral or written agreements, including, without limitation, any prior Distributor or Licensing Agreements, representations, understandings or discussions between the parties. No other understanding between the parties shall be binding on them unless set forth in writing, signed by both parties and attached to this Agreement.

5.1 Exhibits. The attached exhibits, together with all documents incorporated by reference in the exhibits, form an integral part of this Agreement and are incorporated into this Agreement wherever reference is made to them to the same extent as if they were set out in full at the point at which such reference is made.

5.11 Force Majeure. No party shall be liable for nonperformance, defective performance or late performance of any of his, her or its obligations under this Agreement to the extent and for such periods of time as such nonperformance, defective performance or late performance is due to reasons outside such party's control, including acts of God, war (declared or undeclared), terrorism, action of any governmental authority, civil disturbances, riots, revolutions, vandalism, disruption of public utilities, fire, floods, explosions, sabotage, nuclear incidents, lightning, weather, earthquakes, storms, sinkholes, epidemics, or strikes (or similar nonperformance, defective performance or late performance of employees, suppliers or subcontractors) or computer hardware, software or other electronic system malfunctions.

5.12 Headings. The headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.

5.13 Meaning of Certain Words. Wherever the context may require, any pronouns used in this Agreement shall include the corresponding masculine, feminine or neuter forms and the singular form of nouns shall include the plural and vice versa.

5.14 No Third-Party Beneficiary Rights. The parties do not intend to confer and this Agreement shall not be construed to confer any rights or benefits to any person, firm, group, corporation or entity other than the parties.

5.15 Notices. All notices or communications required or permitted under this Agreement shall be given in writing and delivered personally or sent by United States registered or certified mail with postage prepaid and return receipt requested or by overnight delivery service (e.g., Federal Express, DHL). Notice shall be deemed given when sent, if sent as specified in this Section or otherwise deemed given when received. In each case, notice shall be delivered or sent to the address set forth on the signature page or such other address provided by the party in accordance with this Section.

5.16 Severability. If any provision of this Agreement is determined to be illegal or unenforceable, that provision shall be severed from this Agreement and such severance shall have no effect upon the enforceability of the remainder of the Agreement.

5.17 Subcontracting. TMP may subcontract any or all of its obligations under this Agreement without the prior written consent of Distributor.

5.18 Waiver. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted by a party must be in writing and shall apply solely to the specific instance expressly stated.

5.19 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first written above.

“Distributor”

Signature: /s/Matt Werner
Print Name: Matt Werner
Title: General Counsel

Address:
1700 N. Chrisman Rd
Tracy, CA 95304

“TMP”

Signature: /s/Kim Giffoni
Print Name: Kim Giffoni
Title: COO

Address:
2980 Beverly Glen Circle, Suite 301
Los Angeles, California 90077

APPENDIX 1

PRICE SHEETS

CO-PACKING INFORMATION			Purchasing Agreement Pricing	
Co-Packing Name	Box Size	NDC Co-Packing	AWP	
*****	L	68405-8021-16	*****	*****
*****	L	68405-8009-16	*****	*****
*****	L	68405-8011-16	*****	*****
*****	L	68405-8019-16	*****	*****
*****	S	68405-8024-26	*****	*****
*****	S	68405-8004-26	*****	*****
*****	S	68405-8014-26	*****	*****
*****	L	68405-8017-36	*****	*****
*****	S	68405-8007-06	*****	*****
*****	L	68405-8007-36	*****	*****
*****	S	68405-8028-06	*****	*****
*****	L	68405-8015-36	*****	*****
*****	S	68405-8110-26	*****	*****
*****	S	68405-8033-26	*****	*****
*****	S	68405-8043-26	*****	*****
*****	S	68405-8002-06	*****	*****
*****	S	68405-8013-06	*****	*****
*****	S	68405-8058-26	*****	*****
*****	L	68405-8058-36	*****	*****
*****	L	68405-8098-36	*****	*****
*****	L	68405-8198-36	*****	*****
*****	L	68405-8298-36	*****	*****
*****	S	68405-8078-26	*****	*****
*****	S	68405-8068-26	*****	*****
*****	L	68405-8068-36	*****	*****
*****	S	68405-8088-26	*****	*****
*****	L	68405-8088-36	*****	*****
*****	S	68405-8018-06	*****	*****
*****	L	68405-8018-36	*****	*****
*****	S	68405-8038-26	*****	*****
*****	L	68405-8038-36	*****	*****
*****	S	68405-8003-06	*****	*****

MEDICAL FOODS

Purchasing Agreement Pricing

MEDICAL FOODS	Box Size	NDC MEDICAL FOODS	AWP	
*****		68405-1001-01	*****	*****
*****		68405-1002-02	*****	*****
*****		68405-1003-02	*****	*****
*****		68405-1004-02	*****	*****
*****		68405-1006-02	*****	*****
*****		68405-1007-02	*****	*****
*****		68405-1007-03	*****	*****
*****		68405-1008-02	*****	*****
*****		68405-1008-03	*****	*****
*****		68405-1009-01	*****	*****
*****		68405-1010-02	*****	*****
*****		68405-1005-03	*****	*****
*****		68405-1016-03	*****	*****

CO-PACKING INFORMATION

PHYSICIAN DIRECT SALES MODEL

Co-Packing Name	NDC Co-Packing	AWP	Net 45 Invoice	Net 90 Invoice	Net 120 Invoice	Net 360 Invoice
*****	68405-8021-16	*****	*****	*****	*****	*****
*****	68405-8009-16	*****	*****	*****	*****	*****
*****	68405-8011-16	*****	*****	*****	*****	*****
*****	68405-8019-16	*****	*****	*****	*****	*****
*****	68405-8024-26	*****	*****	*****	*****	*****
*****	68405-8004-26	*****	*****	*****	*****	*****
*****	68405-8014-26	*****	*****	*****	*****	*****
*****	68405-8017-36	*****	*****	*****	*****	*****
*****	68405-8007-06	*****	*****	*****	*****	*****
*****	68405-8007-36	*****	*****	*****	*****	*****
*****	68405-8028-06	*****	*****	*****	*****	*****
*****	68405-8015-36	*****	*****	*****	*****	*****
*****	68405-8110-26	*****	*****	*****	*****	*****
*****	68405-8033-26	*****	*****	*****	*****	*****
*****	68405-8043-26	*****	*****	*****	*****	*****
*****	68405-8002-06	*****	*****	*****	*****	*****
*****	68405-8013-06	*****	*****	*****	*****	*****
*****	68405-8058-26	*****	*****	*****	*****	*****
*****	68405-8058-36	*****	*****	*****	*****	*****
*****	68405-8098-36	*****	*****	*****	*****	*****
*****	68405-8198-36	*****	*****	*****	*****	*****
*****	68405-8298-36	*****	*****	*****	*****	*****
*****	68405-8078-26	*****	*****	*****	*****	*****
*****	68405-8068-26	*****	*****	*****	*****	*****
*****	68405-8068-36	*****	*****	*****	*****	*****
*****	68405-8088-26	*****	*****	*****	*****	*****
*****	68405-8088-36	*****	*****	*****	*****	*****
*****	68405-8018-06	*****	*****	*****	*****	*****
*****	68405-8018-36	*****	*****	*****	*****	*****
*****	68405-8038-26	*****	*****	*****	*****	*****
*****	68405-8038-36	*****	*****	*****	*****	*****
*****	68405-8003-06	*****	*****	*****	*****	*****

MEDICAL FOODS**PHYSICIAN DIRECT SALES MODEL**

MEDICAL FOODS	NDC MEDICAL FOODS	AWP	Net 45 Invoice	Net 90 Invoice	Net 120 Invoice	Net 360 Invoice
*****	68405-1001-01	*****	*****	*****	*****	*****
*****	68405-1009-01	*****	*****	*****	*****	*****
*****	68405-1004-02	*****	*****	*****	*****	*****
*****	68405-1007-02	*****	*****	*****	*****	*****
*****	68405-1007-03	*****	*****	*****	*****	*****
*****	68405-1010-02	*****	*****	*****	*****	*****
*****	68405-1005-03	*****	*****	*****	*****	*****
*****	68405-1002-02	*****	*****	*****	*****	*****
*****	68405-1003-02	*****	*****	*****	*****	*****
*****	68405-1008-02	*****	*****	*****	*****	*****
*****	68405-1008-03	*****	*****	*****	*****	*****
*****	68405-1016-03	*****	*****	*****	*****	*****
*****	68405-1006-02	*****	*****	*****	*****	*****

**Note: CONFIDENTIAL TREATMENT REQUESTED
WITH RESPECT TO CERTAIN PORTIONS HEREOF
DENOTED WITH “****”**

PAC FULFILLMENT SERVICES AGREEMENT

This Agreement is made this 2nd day of October, 2008, by and between Targeted Medical Pharma, (“TMP”), and H. J. Harkins Co., Inc., dba Pharma Pac, a federally licensed drug re-packager headquartered at 513 Sandysdale Drive, Nipomo, CA 93444 (“PAC”). Collectively TMP and PAC shall be referred to as “The Parties.”

WHEREAS, The Parties acknowledge and agree that the “Licensed Products” are the subject of the Patent Application Number 10,228,765, titled A Composition and Method to Augment and Sustain Neurotransmitter production, filed August 8, 2002 (the “Patent Application”); and subject to further patent applications pertaining to convenience packaged pharmaceuticals and proprietary claims processing systems, and

WHEREAS, TMP desires to enter into an agreement with PAC to provide Fulfillment Services for TMP’s products to TMP’s and/or PAC’s customers, and

WHEREAS, PAC desires to enter into an agreement with TMP to provide those services;

NOW THEREFORE, in consideration of the mutual promises herein contained, it is mutually agreed as follows:

1. Description of “Fulfillment Services”:

- a. PAC will receive filled and labeled bottles and boxes of TMP’s medical food products into its facility and place them into its physical and electronic inventory.
 - b. PAC will source, purchase, maintain an adequate inventory, and re-package generic medications in the sizes required by TMP’s specifications.
 - c. PAC will combine one (1) bottle of medical foods with one (1) bottle of the PAC re-packaged generic medication and place each, along with the product insert for the medical food provided by TMP, into a box provided by TMP to create a “Convenience Pack”.
 - d. PAC shall adhere a label to the Convenience Pack in compliance with all applicable regulatory guidelines.
 - e. PAC will enter those completed Convenience Packs into PAC’s physical and electronic inventory.
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- f. PAC will seek to obtain and/or retain wholesale drug licenses in all States where TMP desires to sell its products, as outlined in Appendix attached hereto. TMP agrees to provide thirty (30) days written notice to PAC of any and all states in which it wishes PAC to acquire and/or maintain licensure. If PAC is not licensed in a certain jurisdiction requested by TMP, PAC shall become licensed in such jurisdiction as soon as commercially possible.
 - g. PAC will maintain all required state and federal licenses and comply with all GMP regulations required by the FDA and DEA for repackaging and re-labeling medications.
 - h. PAC will create a "Pedigree", as defined by the FDA, as required by applicable Federal and State laws for all Convenience Packs, and store those electronically.
 - i. PAC will ship product as directed by TMP via common carrier and insured at the request of TMP if applicable. Any and all risks of transportation shall be the responsibility of TMP. PAC will bill TMP at the actual rates charged to it by the carrier.
 - j. PAC will deliver a Pedigree to any of TMP's accounts in those States where it is required.
 - k. PAC will maintain any and all systems required to meet any applicable Federal and State laws, including the maintenance of each transaction for billing, recall, and lot number tracing.
 - l. PAC will purchase, create and affix the labels and lot numbers to the Convenience Pack box.
 - m. PAC will provide the bulk shipping boxes to pack the Convenience Packs.
 - n. TMP shall deliver with each new order all requisite information for PAC to establish and account within its systems. This includes, but is not limited to DBA information and certificate address (failure to deliver could result in shipment delay).
 - o. PAC will maintain a record of the DEA license, as required by applicable law. The DEA requires a validation of a DEA license before PAC can ship to a TMP fulfillment account. The shipment address MUST match exactly the address on the DEA certificate.
 - p. PAC will provide a mechanism for any account to request for a package insert on any generics provided by PAC in the Convenience Packs.
 - q. PAC will receive, fill, and ship orders from PAC, TMP and/or TMP's customers for Convenience Packs.
 - r. PAC will create a PAC invoice to each TMP fulfillment account with a "Ship- To" TMP account and "Bill-To" TMP Account C/O TMP (per example below). This supports TMP's billing/collections and invoice financing agreement with each account. TMP confirms it has on file an executed billing/collections and invoice financing agreement on file for each TMP fulfillment account.
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- s. TMP will provide PAC a work order for an assembly request. TMP will generate PO request form for purchases of generics. PAC will invoice TMP for generics and assembly cost based on each of PO completed.
- t. PAC will provide a daily production report based on work order, PAC will provide TMP weekly inventory report by lot numbers for medical foods and co-pack. PAC will also provide inventory of other raw materials, such as package inserts and co-pack boxes.
- u. PAC will also provide daily detail shipping report; packing slips includes customer ship- to address, product ID, quantity order, quantity shipped, lot numbers and shipping tracking information.

2. Terms and Conditions of Fulfillment Services

- a. Minimum co-pack production size is six (6) packs per item per lot.
 - b. Title of PAC's generic product that is included in each Convenience Pack passes to TMP when the generic for the Convenience Pack is placed into the co-pack and invoiced to TMP as long as IMP pays the full amount of the invoice when due.
 - c. In consideration for the Fulfillment Services provided by PAC. TMP shall pay PAC the following
 - i. "Fulfillment Fee." TMP herein agrees to pay PAC a ***** Fulfillment Fee for each completed Convenience Pack produced by PAC.
 - ii. "Medication Fee". TMP shall pay PAC for the generic medication in each Convenience Pack per Exhibit "A", Notwithstanding the foregoing, if PAC's cost of the generic medication materially increases, then PAC shall have the right to increase the Medication Fee upon fourteen (14) days prior written notice and TMP agrees to pay the new Medication Fee without further amendment to this Agreement.
 - iii. "Shipping Fee". TMP shall pay PAC all shipment charges incurred by PAC to ship to TMP fulfillment accounts,
 - d. If PAC uses TMP fulfillment inventory to ship to PAC accounts -the following will be reflected in PAC's weekly billing to TMP.
 - i. PAC order reference, product number and volume. PAC shall deduct from the amount owed by TMP, TMP's cost of the medical food product. PAC will also be responsible for all shipping costs associated with PAC orders being fulfilled with 'Th1P inventory.
 - e. TMP agrees to pay PAC all amounts owed net thirty (30) days via check and or wire transfer. In addition to the invoice amount, a finance charge in the amount of ***** per month, or the maximum allowed by law on all unpaid invoices past 30 days. Invoices will be presented to TMP by PAC weekly via mail or electronically and must include shipment tracking information.
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f. In the event of termination, TMP shall be invoiced the Fulfillment Fee, Medication Fee and Shipping Fee for all Convenience Packs still in PAC's inventory which will be due and payable in net thirty (30) day terms.

3. Hold Harmless. TMP holds PAC, its directors, officers, agents and employees harmless from any and all liability, claims, or actions, arising from PAC's fulfillment of all terms and agreements set forth in this contract.
 4. Product Liability Insurance. TMP will maintain product liability insurance in the amount of \$1 Million per occurrence and \$ 2 Million cumulative and shall name PAC as an additional named insured.
 5. Term. The term of this Agreement shall commence upon execution of this Agreement by both parties and shall continue for two (2) year from said date, unless terminated earlier pursuant to the terms of this Agreement (the "Initial Term").
 6. Additional Terms. At the end of the Initial Term and each Additional Term (as hereinafter defined), the Agreement shall automatically renew for a one (1) year term (each an "Additional Term") unless terminated by either party by delivery to the other party of written notice at least ninety (90) days prior to the end of the Initial Term or any Additional Term. Each Additional Term shall be subject to the terms and conditions of this Agreement
 7. Co-operation. In the event of a product recall, either voluntary or mandatory, PAC hereby agrees to co-operate fully with, and reasonably assist TMP in, all of TMP's actions in carrying out such recall, including, without limitation, assisting in tracing the recalled product(s). TMP agrees to reimburse PAC for PAC's reasonable expenses in connection with any such recall.
 8. Complaints. Each party agrees to give the other party prompt (within three (3) business days) written notice of(i) any "serious adverse event" alleged to have resulted from the Licensed Products; (ii) any customer or third party complaints related to the use of the Licensed Products; and (iii) any threats to contact any federal or state agency, including, without limitation, the FDA or the FTC, related to the Licensed Products. Both parties hereto agree that it is the PAC's and TMP's joint responsibility to make sure, for each "serious adverse event," that all the reporting necessary under FDA regulations is accomplished. As used in this Agreement, "serious adverse event" means any adverse experience occurring at any dose that results in any of the following outcomes: death, a life-threatening adverse experience, inpatient hospitalization or prolongation of existing hospitalization, a persistent or significant disability/incapacity, or a congenital anomaly/birth defect.
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9. Relationship of the Parties. Nothing herein contained shall be deemed to create between the parties the relationship of partners, employer/employee, joint ventures or any relationship other than that of TMP and PAC as independent contractors. PAC shall have no power to obligate, bind or otherwise create any duty upon TMP except as specifically and expressly herein provided, or that may be required by applicable law between a PAC and TMP.
 10. Defaults and Right to Cure. If either party to this Agreement shall violate any of its obligations or warranties under the terms of this Agreement, then the non-violating party shall have the right and option, but not the duty, to terminate this Agreement upon thirty (30) days prior written notice (the "Default Notice"); but no neglect or failure to serve such notice shall be deemed to be a waiver of any breach of any covenant or stipulation under this Agreement. Such termination of the Agreement shall become effective unless the violations complained of shall be completely remedied to the reasonable satisfaction of the non-violating party within thirty (30) days after the date of the Default Notice or if such violation is not reasonably capable of cure within thirty (30) days, but the violating party commences to cure and diligently continues to cure without delay or interruption to cure until fully cured. If the violation complained of shall be of a kind that a remedy or cure cannot effectively restore the prior circumstances, the Default Notice shall state that the violation is not curable and this Agreement shall terminate on the date of the Default Notice. The termination of the Agreement shall be without prejudice to any rights that either party may otherwise have against the other party under this Agreement or under law.
 11. Bankruptcy or Insolvency. If either party files a petition in bankruptcy electing Chapter 7 under the U.S. Bankruptcy Code, or is adjudicated a bankrupt (under Chapter 7), or if a petition in bankruptcy is filed against either party which is not discharged within thirty (30) days or if either party shall become insolvent or shall make or agree to make an assignment for the benefit of creditors or an arrangement pursuant to any bankruptcy law, or if either party discontinues business, or if a receiver shall be appointed for either party, this Agreement shall automatically terminate immediately, without the necessity of any notice whatsoever. If the Agreement is so terminated, the bankrupt party or its receivers, representatives, trustees, agents, administrators, successors or assigns shall have no right to sell, exploit or in any way deal with any Licensed Products or the Patent Application, except with and under the special written consent and instructions of the other party that they shall be obligated to follow.
 12. Indemnification. An indemnified party under this Agreement shall promptly (within three business days) give written notice to the indemnifying party after obtaining knowledge of any third party claim or litigation against the indemnified party as to which recovery may be sought against the indemnifying party, specifying in reasonable detail the claim or litigation and the basis for indemnification. The indemnified party shall permit the indemnifying party to assume the defense of any such claim or litigation,
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13. Termination, Cancellation or Expiration. Either party may terminate this Agreement upon ninety (90) days written notice. Upon and after the expiration, cancellation or termination of the Agreement for cause, as elucidated below, all rights granted to PAC under this Agreement shall forthwith revert to IMP unless otherwise agreed by the parties.
14. Notices. All notices to be given hereunder shall be in writing and all notices and other material to be sent by either party to the other shall be addressed to the respective addresses of the parties as follows:

TMP: Kim Giffoni, COO Targeted Medical Foods
2980 Beverly Glen Circle, Suite 301
Los Angeles, California 90077

PAC: Attn: Charles Smith, President
H.J. Harkins Co., Inc., dba Pharma Pac
513 Sandydale Drive
Nipomo, CA 93444

All demands, notices and other communications to be given hereunder, if any, shall be in writing and shall be deemed duly given on the date of service if personally delivered or on the date of receipt if sent by fax, electronic email, or nationally-recognized courier service Of registered or certified United States mail, return receipt requested, postage prepaid, and addressed to the respective party at the address set forth above.

15. Applicable Law. The validity of this Agreement and the interpretation and performance of all of its terms and conditions shall be governed by the substantive and procedural laws of the State of California. Each party expressly submits and consents to exclusive personal jurisdiction and venue in the courts of Los Angeles, California.
16. Waiver. None of the terms of this Agreement can be waived or modified except by an express agreement in writing signed by the parties. There are no representations, promises, warranties, covenants or undertakings other than those contained in this Agreement, which represents the entire understanding of the parties. The failure of either party hereto to enforce, or the delay by earlier party in enforcing, any of its rights under this Agreement shall not be deemed as constituting a waiver or a modification thereof and either party may, within the time provided by applicable law, commence appropriate proceedings to enforce any or all of such rights. No person, firm, group or corporation other than PAC and TMP shall be deemed to have acquired any rights by reason of anything contained in this Agreement.
17. Entire Agreement. This Agreement and the Confidentiality Agreement between TMP and PAC constitute the only agreements between the parties regarding the matters set forth herein or therein. This Agreement may only be modified in writing executed by both parties. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable in any manner, the remaining provisions of this Agreement shall nonetheless continue in full force and effect without being impaired or invalidated in any way. In addition, if any provision of this Agreement may be modified by a court of competent jurisdiction such that it may be enforced, then said provision shall be so modified and as modified shall be fully enforced.
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18. Prevailing Party. If a Party prevails against the other Party in litigation regarding any claim arising from this Agreement, then the non-prevailing Party shall reimburse the prevailing Party for all costs, expenses, and attorneys' fees reasonably incurred by the prevailing party regarding such claim.
19. Compliance With Applicable Laws. Each party shall abide by all applicable statutes, laws, regulation, rules, policies, standards, guidelines and procedures currently in effect or hereinafter enacted.
20. Severability. If any court of competent jurisdiction declares any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall remain fully enforceable. To the extent that any court concludes that any provision of this Agreement is void or voidable, the court shall reform such provision(s) to render the provision(s) enforceable.
21. Force Majeure PAC will not be penalized or held liable if it is-prevented from performing on this Agreement by acts of God, public enemy, terrorists, epidemics, riots, strikes, insurrections, labor disputes, fires, or other disasters, applicable government regulations, failure or delay in transportation, or accidents, in which case, PAC may postpone or delay shipment by proper written notice to TMP. Such interruptions, if any, shall not invalidate the remainder of this Agreement; and, upon the end of the cause of interruption of delivery, total fulfillment shall promptly be resumed to the extent practicable.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed as of the day and year first above written.

Targeted Medical Pharma

By: /s/ Kim Giffoni

Kim Giffoni, COO

H.J. Harkins Co., Inc., dba Pharma Pac

By: /s/ Charles Smith

Charles Smith, President

Exhibit "A"

**PHARMACEUTICAL
INFORMATION**

Generic Drug Name	Dose			PAC
	mg.	Form	Qty.	Priced 07/24/08
*****	25 mg	Tab	30	*****
*****	75 mg	Tab	30	*****
*****	350 mg		30	*****
*****	10 mg	Tab	60	*****
*****	10 mg	Cap	30	*****
*****	300 mg	Cap	60	*****
*****	10/650 mg	Tab	60	*****
*****	10/325 mg	Tab	60	*****
*****	5/500 mg	Tab	30	*****
*****	600 mg	Tab	60	*****
*****	20 mg	Tab	30	*****
*****	500 mg	Tab	30	*****
*****	50 mg	Tab	30	*****
*****	250 mg	Tab	30	*****
*****	250 mg	Tab	60	*****
*****	20 mg	Cap	30	*****
*****	150 mg	Tab	30	*****
*****	100 mg	Tab	30/10 days	*****
*****	15 mg	Cap	30	*****
*****	100 mg	Tab	30	*****
*****	50 mg	Tab	60	*****
*****	50 mg	Tab	30	*****