



**MEALS ON WHEELS AMERICA  
LETTER OF COMMITMENT**

**EXHIBIT A**

This Letter of Commitment ("Letter of Commitment") is entered into between the undersigned Senior Nutrition Program entity ("Member") and Abbott Nutrition, a division of Abbott Laboratories Inc. ("Abbott Nutrition"), as of the date below. By execution hereof, Member certifies that it is a participating Member of the Meals on Wheels America Senior Nutrition Program and hereby provides notice of its intent to purchase products under the agreement between Meals on Wheels America and Abbott Nutrition ("Agreement") as modified, amended or renewed from time to time, and agrees to be bound by all of the terms and conditions set forth therein and the terms of this Letter of Commitment.

1. **Purchase Commitment.** Abbott Nutrition agrees to sell to Member the products available from Abbott Nutrition ("Products") in the categories defined herein ("Product Categories") at the prices set forth in the Agreement. Member agrees to purchase at least 90% of its needs of Products in the product categories, as defined hereafter: (a) oral-fed nutrition, (b) tube-fed nutrition, (c) tolerance nutrition, (d) specialty nutrition, (e) pediatric nutrition and (f) critical care nutrition. If Member does not comply with this commitment level, then Abbott Nutrition shall notify Member in writing and within 30 days of the notice, Member will be removed from the Agreement. This Letter of Commitment does not cover other Abbott Nutrition products, such as infant and metabolic formulas, and related non-formula items, including Pedialyte; pharmaceutical; and retail/consumer products.
2. **Term and Termination.** This Letter of Commitment shall be effective as of the date Abbott Nutrition allows Member to access the pricing under the Agreement and shall continue as long as such Agreement with Abbott Nutrition remains in effect. Either party may terminate this Letter of Commitment upon 60 days prior written notice to the other party.
3. **Member Compliance.** Abbott Nutrition may review Member Product purchases to determine if Member is meeting the purchase commitment requirements defined in this Letter of Commitment. To complete a compliance review, Abbott Nutrition may request and Member shall supply a usage report, including Abbott Nutrition and competitive product utilization. The report shall be provided in excel to Abbott Nutrition's sales representative and shall contain the following: (i). supplier name; (ii). product name; (iii). product code (or item number); and (iv). case quantity for each product. The report shall include direct purchases from Abbott Nutrition and indirect purchases through Member's distributor. If a Member is not meeting the purchase commitment requirements set forth in this Letter of Commitment, then Abbott Nutrition shall have the right to change Member's pricing upon 30 days prior written notice.
4. **Payment and Delivery Terms.** Direct purchases from Abbott Nutrition are subject to Abbott Nutrition's published catalog terms as set forth at <http://www.e-abbott.com>. Current catalog payment terms are 2% 10 days, net 30 days from date of invoice. If Member utilizes Electronic Funds Transfer for making payments, payment terms shall be 2% 15 days, net 35 days from date of invoice. Credit card terms of payment will be net 30 days from date of invoice. Delivery terms for shipments are FOB destination within the 50 United States. In addition, all requests for changes or corrections of any invoice must be made within one year of receipt of such invoice. Overdue invoice amounts shall accrue interest at the rate of 1½% per month or part thereof, and shall be payable together with such interest upon demand. Catalog terms are subject to change, and such change shall not require a written amendment hereto. Notwithstanding the terms of this Agreement, each order placed by Member shall be subject to acceptance by Abbott Nutrition. If Member purchases directly from Abbott Nutrition, it will have an approved credit application on file with Abbott Nutrition.
5. **Discount Disclosure Language.** Any discounts, rebates or other price reductions (collectively referred to herein as "discounts") issued by Abbott Nutrition to the Member are intended to reflect discounts or other reductions in price within the meaning of 42 U.S.C. Section 1320a-7b(b)(3)(A). Member may have an obligation to report such discounts to any State or Federal program that provides reimbursement to the Member for the items to which the discount applies, and, if so, Member must fully and accurately report such discounts. Further, Member should retain invoices and other price documentation and make them available to Federal or State officials upon request.
6. **Own Use.** Member represents, warrants and covenants that whether Products are purchased directly from Abbott Nutrition or indirectly through a distributor:
  - i. Member will purchase Products solely for its "Own Use." "Own Use" shall mean such uses that are part of and promote the intended institutional operation of providing meals and other services to persons who are Member's clients in a home or congregate meal setting with such Products being made available to the client at his or her own request. Such client may or may not be under a physician's plan of care, where a healthcare professional has designated Member in writing as the authorized agent to supply Products pursuant to such plan of care. Upon Abbott Nutrition's request, Member shall provide Abbott Nutrition with copies of any and all documentation to

evidence such authorization. Should any Product be purchased other than for Member's Own Use, then in addition to all other rights and remedies Abbott Nutrition may have, Member shall reimburse Abbott Nutrition an amount equal to the difference between the contract price and Abbott Nutrition's published catalog price in effect at the time of purchase, plus a 15% administrative charge;

- ii. Products will not be purchased for distribution in any manner that would compete in the retail marketplace or for use outside of the United States;
  - iii. Member is a non-profit organization; and
  - iv. Member will not resell the Products, and the Products will be used for the sole purpose of providing such Products to recipients in their homes.
7. **Own Use Reimbursement.** Member shall reimburse Abbott Nutrition an amount equal to the difference between the pricing under the Agreement and Abbott Nutrition's trade price in effect at the time of purchase, plus a 15% administrative charge for each Product purchase in violation of the Own Use provisions of this Letter of Commitment and the Agreement.
8. **Assignment.** This Letter of Commitment shall not be assigned by Member without the prior written consent of Abbott Nutrition.
9. **Eligibility.** By execution hereof, Member certifies that it is a participating member of Meals on Wheels America's Senior Nutrition Program and as such shall purchase Products solely under such Agreement. This Letter of Commitment shall supersede any and all pre-existing agreements, letters of participation, letter agreements, or letters of commitment Member has with Abbott Nutrition.
10. **Miscellaneous.** Noncompliance with the obligations hereunder, except for payments to Abbott Nutrition, for reasons of force majeure shall not constitute a breach of this Letter of Commitment. No waiver of any right or remedy by Abbott Nutrition shall constitute a subsequent waiver of the same right or remedy. The laws of the State of Illinois, excluding its conflicts of laws provisions, shall govern this Letter of Commitment.
11. **Acknowledgement.** By execution hereof, Member acknowledges and agrees to be bound by all of the terms and conditions of the Agreement and this Letter of Commitment.

**PRINT OR TYPE:**

**MEALS ON WHEELS AMERICA**

**Member Name:** \_\_\_\_\_

**By:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
(Signature)

**Print Name/Title** \_\_\_\_\_

**Member Address:** \_\_\_\_\_

**Member City, State, Zip:** \_\_\_\_\_

**Member Phone Number:** \_\_\_\_\_

**Distributor(s):** \_\_\_\_\_

**Abbott Nutrition Account#:** \_\_\_\_\_

No changes to or variances from, or any additions to the terms and conditions of this Letter of Commitment by Member shall be binding upon Abbott Nutrition. When signed, please mail the Letter of Commitment to Abbott Nutrition, a division of Abbott Laboratories Inc; D106851 RP2-3; P.O. Box 182023, Columbus, Ohio 43218-2023 or fax to Attention: Contract Analyst 800-986-8958.