

DISTRIBUTORSHIP AGREEMENT

THIS AGREEMENT, made and entered into as of the 1st day of July, 2011 by and between ASAHI INTECC CO., LTD., a Japanese corporation, 1703 Wakita-cho, Moriyama-Ku, Nagoya 463-0024, Japan ("ASAHI") and UAB Medikamentu Tinklas, a Lithuanian corporation having its registered office at Ažuolyno str. 7, 07196 Vilnius, Lithuania ("MEDIKAMENTU")

WITNESSETH THAT:

WHEREAS, ASAHI and MEDIKAMENTU entered into the distributorship agreement on November 25, 2010 (the "Original Agreement"); and

WHEREAS, ASAHI and MEDIKAMENTU desire to conclude a fresh distributorship agreement as set forth herein.

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreement herein contained, the parties agree as follows:

1. Products :

"Products" means the following medical devices manufactured by or on behalf of ASAHI that are marketed under the brand name "ASAHI" or "ASAHI INTECC", excluding unbranded medical products and medical products carrying third party brands manufactured by ASAHI or its affiliate for or on behalf of a third party (what is called "OEM products"):

- (a) ASAHI PTCA Guide Wire;
- (b) Tornus Catheter;
- (c) SheathLess Eaucath Guiding Catheter;
- (d) ASAHI Peripheral Guide Wire;
- (e) ASAHI Corsair Microcatheter;
- (f) Stride Microcatheter; and
- (g) ASAHI ZenyteEX PTCA GUIDING CATHETER.

2. Territory :

- (1) The territory to be permitted for MEDIKAMENTU to sell, distribute, or deal in Products under this Agreement ("Territory") shall be only Lithuania.
- (2) As regards market outside the Territory, MEDIKAMENTU shall
 - (i) refrain from seeking customers,

termination.

- (2) Notwithstanding the foregoing provision, in the event ASAHI's performance of MEDIKAMENTU's order which had been confirmed by the date of termination of this Agreement could be made thereafter only, ASAHI may at its sole discretion cancel and nullify such confirmed order.
- (3) Within sixty (60) days after the termination of this Agreement upon any reason, ASAHI may, at its sole discretion, repurchase all or part of Products, which are in the hands of MEDIKAMENTU in good condition. Repurchasing price shall be negotiated in good faith by both Parties after consideration of condition of the Products, etc.
- (4) Notwithstanding the foregoing provisions, if (i) this Agreement is terminated due to expiration of the term of this Agreement, (ii) this Agreement is terminated by MEDIKAMENTU under Paragraph (1) or (2) of Article 16 or (iii) this Agreement is terminated by ASAHI under Article 6 Paragraph (2), then MEDIKAMENTU may sell Products that are in the inventory of MEDIKAMENTU at the time of such termination, in the Territory on a non-exclusive basis within and only within thirty (30) days of termination. Article 13 Paragraph (6) of this Agreement shall be applied mutatis mutandis to the sale of Products during such thirty (30) days period.

18. Term :

This Agreement shall be effective for two (2) years from the date first above written. Extension of this Agreement shall not be effective without written agreement by the Parties hereto.

19. Arbitration :

Any dispute arising from or in relation to this Agreement, including the conclusion, performance or termination thereof shall be settled upon consultation between the parties, and if amicable settlement is not reached, such dispute shall be finally settled by arbitration. The arbitration proceedings shall be conducted in English and/or Japanese. The arbitration shall take place in Tokyo, Japan in accordance with the Commercial Arbitration Rules of the Japan Commercial Arbitration Association. The arbitral award shall be final and binding upon both parties.

- (2) All notices shall be deemed to have been given on the day when the addressee receives the notices.

29. Entire Agreement :

This Agreement constitutes the entire agreement between the Parties on the subject matters hereof and supersedes any prior agreements or understandings between the parties, including the Original Agreement which had been extended until June 30, 2011 by mutual agreement by the parties, regarding the same subject matters, whether oral or written.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Agreement in duplicate on the date first written above.

mlr

ASAHI INTECC CO., LTD.

UAB Medikamentu Tinklas

By: *Masahiko Miyata*
Name: Masahiko Miyata
Title: President & CEO

By: *[Signature]*
Name: *Vytautas Prauslis*
Title: *Managing director*