
CONSENT FORM

To: Autros Healthcare Solutions Inc. ("Autros")

And To: Baxter Corporation and Baxter Healthcare SA (collectively, the "Purchasers")

Re: Consent to the assignment by Autros to the Purchasers and by the Purchasers to Baxter Healthcare Corporation ("BHC") of Autros' rights and obligations under the terms of an Software Licence Agreements and Service Purchase Agreements (the "Agreements") dated the 13th day of July, 1999 by and between Autros and County of San Mateo (the "Consenting Party")

Autros has sold, conveyed and transferred substantially all of its assets and assign certain of its contracts (the "Sale Transaction") to the Purchasers and the Purchasers purchased such assets and assumed the obligations and liabilities of Autros under certain contracts, on and subject to the terms and conditions set forth in an asset purchase agreement dated November 8, 2001 by and between among others, Autros and the Purchasers, which Sale Transaction closed on January 8, 2002;

Concurrent with the completion of the Sale Transaction, the Purchasers assigned their rights and interests under the Agreements to their affiliate, BHC.

Autros has requested and the Consenting Party has agreed to provide, as required under the Agreements, its consent to the assignment of the Agreements by Autros to the Purchasers and the concurrent assignment of the Agreements by the Purchasers to BHC in connection with the completion of the Sale Transaction;

NOW THEREFORE IN CONSIDERATION of the sum of \$1.00 and other good and valuable consideration (the receipt and sufficiency whereof are hereby acknowledged by the Consenting Party), the Consenting Party covenants and agrees as follows:

1. The Consenting Party hereby gives its consent to the assignment by Autros to the Purchasers of the Agreements and to the further contemporaneous assignment of the Agreements by the Purchasers to BHC, each of which became effective upon the completion of the Sale Transaction.
2. The Consenting Party acknowledges and agrees that, effective upon the completion of the Sale Transaction, BHC became entitled to all the rights and benefits and became subject to all of the obligations of Autros under the Agreements.
3. Any notice required or permitted to be given to the Purchasers and BHC pursuant to the Agreements shall be address as follows:

c\o Baxter Healthcare Corporation
Route 120 & Wilson Road
Round Lake, IL 60073
Attention: General Manager, Infusion Systems Division
Fax No.: (847) 270-5270

with a copy to:

Baxter Healthcare Corporation
One Baxter Parkway
Deerfield, IL 60015

Attention: General Counsel
Fax No.: (847) 948-2450

4. The Consenting Party confirms that the provisions hereof shall be binding on the Consenting Party and its successors and assigns and shall enure to the benefit of Autros, the Purchasers, BHC and their successors and assigns and the Consenting Party hereby agrees to sign and deliver such further documents and assurances from time to time, so as to give effect to the foregoing and the consent herein.

DATED the 29th day of January, 2002.

COUNTY OF SAN MATEO

per: _____
Jerry Hill, President
Board of Supervisors

I have authority to bind the County of
San Mateo