UNITED STATES

SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of

the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported) **October 13, 2016 (October 6, 2016)**

ICU MEDICAL, INC.

(Exact name of registrant as specified in its charter)

Delaware	**0-19974**	**33-0022692**
(State or Other Jurisdiction of Incorporation)	(Commission File Number)	(I.R.S. Employer Identification No.)

951 Calle Amanecer, San Clemente, California	**92673**
(Address of principal executive offices)	(Zip Code)

Registrant's telephone number, including area code: **(949) 366-2183**

N/A

(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))

Item 1.01. Entry into a Material Definitive Agreement.

Purchase Agreement

On October 6, 2016, ICU Medical, Inc., a Delaware corporation (the "Company"), entered into a Stock and Asset Purchase Agreement (the "Purchase Agreement") by and between Pfizer Inc., a Delaware corporation ("Pfizer"), and the Company. Pursuant to the Purchase Agreement, following the satisfaction or waiver of certain conditions, the Company will purchase the Hospira Infusion Systems business, consisting of IV pumps, solutions, and disposables and certain other assets of Pfizer (the "Business") for a purchase price of $600,960,000 in cash (the "Cash Consideration") and 3,200,000 unregistered shares of common stock (the "Company Stock") of the Company (the "Stock Consideration" and, together with the Cash Consideration, the "Consideration") (the "Transaction"). The Consideration is subject to customary working capital and other adjustments. The Company expects to finance the Cash Consideration through a combination of debt financing and cash on hand.

The Transaction has been unanimously approved by the board of directors of the Company.

The Purchase Agreement contains customary representations and warranties made by the Company and Pfizer. The Company and Pfizer have also agreed to comply with covenants during the interim period between the date of the execution of the Purchase Agreement and the date of consummation of the Transaction (the "Closing"). In addition, the Purchase Agreement provides that the parties will indemnify each other for breaches of these representations, warranties and covenants, subject to certain limitations, and for certain other matters.

Under the Purchase Agreement, Pfizer will agree for a period of five-years after Closing to certain non-competition restrictions with respect to medical device and solutions products which are the same as the acquired products, subject to certain exceptions.

At the Closing, the Company, Pfizer and certain of their affiliates will enter into ancillary agreements providing for transitional services, manufacturing relationships and license and other arrangements.

Consummation of the Transaction is subject to customary conditions, including, among others, (i) the absence of any law or order or certain legal proceedings prohibiting the Transaction, (ii) the expiration or termination of applicable waiting periods and obtaining certain regulatory approvals under the Hart-Scott-Rodino Antitrust Improvements Act of 1976 and antitrust laws of certain other jurisdictions, (iii) the accuracy of representations and warranties set forth in the Purchase Agreement and compliance with covenants set forth in the Purchase Agreement, (iv) the absence of any material adverse effect with respect to the Business, Pfizer or the Company and (v) the execution and delivery of certain related documents.

The Purchase Agreement contains certain customary termination rights, including, among others, the right of either the Company or Pfizer to terminate the Purchase Agreement if the Closing has not occurred on or prior to the six month anniversary of the Purchase Agreement (the "Outside Date"), subject to certain conditions, though the Outside Date may be extended to the nine-month anniversary of the Purchase Agreement in certain circumstances. In the event that the Purchase Agreement is terminated by Pfizer (x) upon a material and intentional breach by the Company of its antitrust or financing obligations which would result in the conditions of Pfizer to close the Transaction being incapable of fulfilment, that has not been cured by the earlier of 45 days after Pfizer's written notice of termination and the Outside Date and/or is not capable of being cured by the Outside Date, Pfizer terminates within 60 days of its written notice of termination and Pfizer is then not in material breach of the Agreement or (y) when all of the mutual conditions and the conditions of the Company to close the Transaction (other than those waived by Pfizer or that are to be satisfied at the Closing) have been satisfied on the date on which the Closing should have occurred under the Purchase Agreement, the Company fails to close within 3 days of that date and Pfizer is ready, willing and able to close the Transaction at the time of termination (except to the extent the Company's action or omissions caused Pfizer not to be ready, willing and able to close at the time of termination), then the Company will pay Pfizer $75,000,000 (together with interest thereon plus expenses incurred in connection with the enforcement of the Purchase Agreement).

The representations and warranties in the Purchase Agreement reflect negotiations between the parties and are not intended as statements of fact to be relied upon by the Company's shareholders; in certain cases, these representations and warranties merely represent allocation decisions among the parties, have been modified or qualified by certain confidential disclosures that were made between the parties in connection with the negotiation of the Purchase Agreement, which disclosures are not reflected in the Purchase Agreement itself, may no longer be true as of a given date and may apply standards of materiality in a way that is different from what may be viewed as material by shareholders. As such, the representations and warranties are solely for the benefit of the parties to the Purchase Agreement and may be limited or modified by a variety of factors, including: subsequent events, information included in public filings, disclosures made during negotiations, correspondence between the parties and disclosure schedules to the Purchase Agreement.

The foregoing description of the Transaction and the Purchase Agreement does not purport to be complete and is qualified in its entirety by reference to the Purchase Agreement, which is filed as Exhibit 2.1 hereto, and is incorporated herein by reference.

Commitment Letter

In connection with entering into the Purchase Agreement and the transactions contemplated thereby, the Company entered into a debt commitment letter (the "Debt Commitment Letter") dated October 6, 2016, with Wells Fargo Bank, National Association, Wells Fargo Securities, LLC and Barclays Bank PLC (the "Committed Parties"), pursuant to which, among other things, the Committed Parties will provide the Company with senior secured credit facilities of up to $400 million consisting of a term loan facility of $300 million and a revolving credit facility of $100 million. Wells Fargo Securities, LLC and Barclays Bank PLC will act as the joint bookrunners and joint lead arrangers and Wells Fargo Bank, National Association will act as the sole administrative agent. The Company is obligated under the Purchase Agreement to use its reasonable best efforts to obtain the financing pursuant to the Debt Commitment Letter on or prior to Closing.

The foregoing description of the Debt Commitment Letter does not purport to be complete and is subject to, and qualified in its entirety by the full text of the Debt Commitment Letter, which is filed as Exhibit 10.1 hereto and is incorporated herein by reference.

Shareholders Agreement

The parties have agreed that upon the consummation of the Transaction and in connection with the Company's issuance of the Stock Consideration to Pfizer, the Company and Pfizer will enter into a Shareholders Agreement (the "Shareholders Agreement"). The Shareholders Agreement will impose certain restrictions on Pfizer, including prohibiting certain transfers of the shares of Company Stock issued to Pfizer (i) until the earlier of the expiration of the term of services under a transitional services agreement to be entered into between the parties at Closing and 18 months or (ii) to certain competitors of the Company or certain other parties, as well as customary standstill limitations.

Under the Shareholders Agreement Pfizer will have the right to designate one individual for election to the Company's board of directors so long as Pfizer beneficially owns at least 10% of the total outstanding shares of Company Stock. Under the Shareholders Agreement, so long as Pfizer beneficially owns at least 5% of the total outstanding shares of Company Stock, Pfizer will agree to vote its shares of Company Stock, subject to certain exceptions relating to significant corporate transactions, in accordance with the recommendation by the Company's board of directors and in favor of persons nominated and recommended to serve as directors by the Company's board of directors. Pfizer will be entitled to demand and piggy-back registration rights.

The foregoing description of the Shareholders Agreement does not purport to be complete and is qualified in its entirety by reference to the Form of Shareholders Agreement, which is filed as Exhibit 10.2 hereto, and is incorporated herein by reference.

Item 8.01. Other Events.

On October 6, 2016, the Company and Pfizer issued the joint press release attached to this Current Report as Exhibit 99.1 hereto.

Cautionary Statements Regarding Forward-Looking Information.

This communication contains "forward-looking statements" within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. These statements are made pursuant to the safe harbor provisions of the Private Securities Litigation Reform Act of 1995 and may often be identified by the use of words such as "will", "may", "could", "should," "would", "project", "believe", "anticipate", "expect", "plan," "estimate", "forecast", "potential", "intend", "continue", "target", "'build", "expand" or the negative thereof and variations of these words or comparable terminology. Such forward-looking statements include, without limitation, statements regarding the Company's expectations, goals or intentions regarding the future, including, but not limited to, its full year 2016 guidance, the Transaction, the expected timetable for completing the Transaction, benefits and synergies of the Business or the Transaction, future opportunities for the Business and products and any other statements regarding the Company's and the Business's future operations, anticipated business levels, future earnings, planned activities, anticipated growth, market opportunities, strategies, competition, and other expectations and targets for future periods. Because forward-looking statements inherently involve risks and uncertainties, actual future results may differ materially from those expressed or implied by such forward-looking statements. Factors that could cause or contribute to such differences include, but are not limited to: decreased demand for the Company's products; decreased free cash flow; the inability to recapture conversion delays or part/resource shortages on anticipated timing, or at all; changes in product mix; increased competition from competitors; lack of continued growth or improving efficiencies; unexpected changes in the Company's arrangements with its largest customers; the parties' ability to meet expectations regarding the timing, completion and accounting and tax treatments of the Transaction; changes in relevant tax and other laws; the parties' ability to consummate the Transaction; the conditions to the completion of the Transaction; the regulatory approvals required for the Transaction not being obtained on the terms expected or on the anticipated schedule; inherent uncertainties involved in the estimates and judgments used in the preparation of financial statements, and the

providing of estimates of financial measures, in accordance with GAAP and related standards or on an adjusted basis; the integration of the Business by the Company being more difficult, time-consuming or costly than expected; operating costs, customer loss and business disruption (including, without limitation, difficulties in maintaining relationships with employees, customers, clients or suppliers) being greater than expected following the Transaction; the retention of certain key employees of the Business being difficult; the Company's and the Business's expected or targeted future financial and operating performance and results; the Business's capacity to bring new products to market, including but not limited to where it uses its business judgment and decides to manufacture, market, and/or sell products, directly or through third parties, notwithstanding the fact that allegations of patent infringement(s) have not been finally resolved by the courts (i.e., an "at-risk launch"); the scope, timing and outcome of any ongoing legal proceedings and the impact of any such proceedings on the Company's and the Business's consolidated financial condition, results of operations or cash flows; the Company's and the Business's ability to protect their intellectual property and preserve their intellectual property rights; the effect of any changes in customer and supplier relationships and customer purchasing patterns; the ability to attract and retain key personnel; changes in third-party relationships; the impacts of competition; changes in economic and financial conditions of the Company's business or the Business; uncertainties and matters beyond the control of management; and the possibility that the Company may be unable to achieve expected synergies and operating efficiencies in connection with the Transaction within the expected time-frames or at all and to successfully integrate the Business. For more detailed information on the risks and uncertainties associated with the Company's business activities, see the risks described in the Company's Annual Report on Form 10-K for the year ended December 31, 2015 filed with the Securities and Exchange Commission (the "SEC"). You can access the Company's Form 10-K through the SEC website at www.sec.gov, and the Company strongly encourages you to do so. The Company undertakes no obligation to update any statements herein for revisions or changes after the date of this communication.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Description
2.1	Stock and Asset Purchase Agreement, dated as of October 6, 2016, by and between Pfizer Inc., a Delaware corporation, and ICU Medical, Inc., a Delaware corporation.
10.1	Debt Commitment Letter, dated as of October 6, 2016, by and among Wells Fargo Bank, National Association, Wells Fargo Securities, LLC, Barclays Bank PLC and ICU Medical, Inc., a Delaware corporation.
10.2	Form of Shareholders Agreement, by and between Pfizer Inc., a Delaware corporation, and ICU Medical, Inc., a Delaware corporation.
99.1	Press release, dated as of October 6, 2016.

SIGNATURE

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

Date: October 13, 2016

ICU MEDICAL, INC.

/s/ SCOTT E. LAMB
Scott E. Lamb
Chief Financial Officer and Treasurer

EXHIBIT INDEX

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EXECUTION VERSION

STOCK AND ASSET PURCHASE AGREEMENT

AMONG

PFIZER INC.

AND

ICU MEDICAL, INC.

DATED AS OF OCTOBER 6, 2016

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DISCLOSURE LETTERS

Seller Disclosure Letter
Purchaser Disclosure Letter

STOCK AND ASSET PURCHASE AGREEMENT

This Stock and Asset Purchase Agreement (this "Agreement") is made and entered into as of the 6th day of October, 2016 among Pfizer Inc., a Delaware corporation ("Seller Parent"), and ICU Medical, Inc., a Delaware corporation ("Purchaser" and together with Seller Parent, the "Parties").

W I T N E S S E T H:

WHEREAS, in addition to its other businesses, Seller Parent is engaged through certain of its Subsidiaries (as defined below) in the Business (as defined below);

WHEREAS, the Share Sellers (as defined below) beneficially own the issued and outstanding equity interests of the Conveyed Subsidiaries (as defined below) set forth in Section 4.3(b) of the Seller Disclosure Letter (as defined below) (the "Shares");

WHEREAS, the Asset Sellers (as defined below) hold the Purchased Assets (as defined below);

WHEREAS, the Parties desire that Seller Parent (i) cause the Share Sellers to sell and transfer to Purchaser and the Purchaser Designated Affiliates (as defined below), and that Purchaser and such Purchaser Designated Affiliates purchase from the Share Sellers, the Shares, and (ii) cause the Asset Sellers to sell, transfer and assign to Purchaser and the Purchaser Designated Affiliates, and that Purchaser and such Purchaser Designated Affiliates purchase and assume from the Asset Sellers, the Purchased Assets (as defined below) and the Assumed Liabilities (as defined below), in the manner and upon the terms and conditions set forth herein;

WHEREAS, certain Sellers (as defined below) and Purchaser or one or more of the Purchaser Designated Affiliates have executed, or at or prior to the Closing (as defined below) will execute, each of the Ancillary Agreements (as defined below); and

WHEREAS, the Board of Directors of Purchaser has approved this Agreement, the Ancillary Agreements and the transactions contemplated hereby and thereby.

NOW, THEREFORE, in consideration of the foregoing, the representations, warranties, covenants and agreements contained herein, and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE I

DEFINITIONS AND TERMS

Section 1. Definitions. As used in this Agreement, except as otherwise expressly provided herein or unless the context otherwise requires, the following terms, when used in this Agreement and the Annexes, Exhibits, Schedules, and other documents delivered in connection herewith, have the meanings set forth or as referenced below:

"Accounting Principles" means the accounting principles, procedures, policies and methods used in preparing the Estimated Closing Statement as set forth in Annex B hereto.

"Accounts Payable" means all liabilities for any trade, account, note or loan payables relating to the Business, whether accrued or unaccrued, and arising out of goods or services purchased by, delivered to or provided to the Business.

"Accounts Receivable" means the accounts and notes receivable (net of applicable reserves), including any refunds of deposits, to the extent relating to the Business and arising out of the sale or other disposition of goods or services of the Business.

"Action" means any action, cause of action, claim, suit, arbitration, subpoena, discovery request, proceeding or investigation by or before any court, Governmental Authority or arbitration tribunal.

"Affiliate" means, with respect to any Person, any other Person directly or indirectly controlling, controlled by, or under common control with, such Person at any time during the period for which the determination of affiliation is being made; provided, that, for the purposes of this definition, "control" (including, with correlative meanings, the terms "controlled by" and "under common control with"), as used with respect to any Person, shall mean the possession of the power to direct or cause the direction of the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by Contract or otherwise. For purposes of this Agreement, the Conveyed Subsidiaries shall be deemed to be (i) Affiliates of Seller Parent (but not Purchaser) prior to the Closing and (ii) Affiliates of Purchaser (but not Seller Parent) as of and following the Closing.

"Agreement" has the meaning set forth in the preamble of this Agreement, as the same may be amended or supplemented from time to time in accordance with the terms hereof.

"Allocation" has the meaning set forth in Section 2.11(c).

"Ancillary Agreements" means, collectively, the Shareholders Agreement, the Transitional Services Agreement, the Intellectual Property License Agreement, the IP Assignment Agreements, the Manufacturing and Supply Agreement (Seller Parent as Supplier), the Manufacturing and Supply Agreement (Purchaser as Supplier), the Local Implementing Agreements, and the Logistics and Services Agreement.

"Anti-Corruption Laws" means any applicable international, national, state and local laws, statutes, rules and regulations regarding corruption, bribery, ethical business conduct, money laundering, political contributions, gifts and gratuities, or lawful expenses to public officials and private persons, agency relationships, commissions, lobbying, books and records, and financial controls, including but not limited to the Foreign Corrupt Practices Act, the UK Bribery Act, and laws implementing the Convention on Combating Bribery of Foreign Public Officials in International Business Transactions; each as may be amended or supplemented from time to time.

"Antitrust Laws" means statutes, rules, regulations, orders, decrees, administrative and judicial doctrines, and other Laws of any jurisdiction that are designed or intended to prohibit, restrict or regulate actions that may have the purpose or effect of creating a monopoly, lessening competition or restraining trade.

"Appraisal Report" has the meaning set forth in Section 2.11(b).

"Approvals" means any consent, approval or authorization of, permit or license issued or granted by, Governmental Order, waiver or exemption by, negative clearance from, or the expiration or early termination of any waiting period imposed by, any Person (including any third party or Governmental Authority (including any Governmental Antitrust Authority)).

"ARD" means local legislation implementing or having the effect of implementing the provisions of the European Acquired Rights Directives (77/187/EEC, 98/50/EEC and 2001/23/EEC) and any other applicable provision of Law in a jurisdiction effecting the automatic transfer of employees.

"Asset Allocation Schedule" has the meaning set forth in Section 2.11(b).

"Asset Sellers" means those entities set forth in Section 1.1(A) of the Seller Disclosure Letter, as such Section may be amended by Seller Parent with prior written notice to Purchaser in order to reflect the ownership of the Purchased Assets immediately prior to the Closing and/or any Internal Restructurings that take place pursuant to Section 6.6(g); provided, that (i) any such notice shall be delivered to Purchaser at least three (3) Business Days prior to the Closing and (ii) any Persons included in such amended Section shall be wholly-owned Subsidiaries of Seller Parent.

"Assumed Liabilities" has the meaning set forth in Section 2.5.

"Austin Facility" means the facility located at 3900 Howard Lane, Austin, Texas, 78728.
"Balance Sheet Date" has the meaning set forth in Section 4.6(a).

"Balance Sheet Statement" means the consolidated statement (including the related notes and schedules thereto) of Working Capital and Net Cash, in each case calculated as of 11:59 p.m. (New York time) on the Balance Sheet Date, set forth on Schedule 2 hereto.

"Business" means the business of researching, developing, testing, manufacturing, using, storing, marketing, commercializing, distributing and selling the (i) Medical Device Products (including the servicing of such Medical Device Products, as applicable) together with any and all modifications that constitute logical extensions thereto, and (ii) Solutions Products, together with any and all modifications thereto that constitute logical extensions thereto, in each of clauses (i) and (ii), as conducted directly or indirectly by Sellers and their Affiliates, as of the date hereof and as of immediately prior to the Closing, but excluding all of the other businesses, activities and operations of Seller Parent or any of its Affiliates (other than the Conveyed Subsidiaries), which such other businesses, activities and operations shall include for the avoidance of doubt any pharmaceutical businesses and the business of researching, developing, testing, manufacturing, using, storing, marketing, commercializing, distributing and selling Medicated Infusion Therapy Solutions (the "Retained Businesses") and the Excluded Assets.

"Business Common Law Trademarks" means all common law Trademarks owned by Seller Parent or any of its Affiliates (a) in the Identified Names in countries and jurisdictions, other than those countries and jurisdictions in which a Business Trademark Right for such Identified Name has been registered or applied for, together with the goodwill symbolized by the foregoing; provided, that such Trademarks are not the subject of any applications for registration or registrations in such country or jurisdiction and (b) that are trade dress rights in any packaging, which trade dress rights are exclusively used or held for use in the Business to the extent conducted with respect to the Solutions Products or Medical Device Products (but not used or held for use in the Retained Businesses). Notwithstanding anything to the contrary herein, the Business Common Law Trademarks shall exclude all Retained Names and the MedNet Rights.

"Business Copyright Registrations" means all (a) Copyright registrations and applications for registration owned by Seller Parent or any of its Affiliates that are primarily used or held for use in the Business to the extent conducted with respect to Medical Device Products (and not used or held for use in the Business with respect to Solutions Products) or (b) Copyright registrations and applications for registration owned by Seller Parent or any of its Affiliates that are exclusively used or held for use in the Business to the extent conducted with respect to Solutions Products and the Medical Device Products (but not used or held for use in the Retained Businesses).

"Business Day" means any day other than a Saturday, a Sunday or a day on which banks in New York City are authorized or obligated by Law or executive order to close.

"Business Employee" means a Business Employee (non-U.S.) or a Business Employee (U.S.).

"Business Employee (non-U.S.)" means any individual who, as of the Closing, shall be (or has, in the ordinary course, been extended an offer to become) an employee outside the United States of America, of a Conveyed Subsidiary (or a Subsidiary thereof), an Asset Seller or another Affiliate of Seller Parent who (in each case) performs (or will, on commencing work, perform) services primarily on behalf of or to the Business and whose name (or, if applicable privacy Laws prevent the disclosure of the name of any Business Employee (non-U.S.), then such individual's employee identification number) is set forth in Section 1.1(B) of the Seller Disclosure Letter (which such Section of the Seller Disclosure Letter shall be provided on the date hereof, but which may be revised as reasonably necessary to reflect changes in the workforce on or prior to the Closing Date).

"Business Employee (U.S.)" means any individual who as of the Closing, shall be (or has, in the ordinary course, been extended an offer to become) an employee in the United States of America, including Puerto Rico, of a Conveyed Subsidiary (or a Subsidiary thereof) who performs (or will, on commencing work, perform) services primarily on behalf of or to the Business and whose name is set forth on Section 1.1(C) of the Seller Disclosure Letter (which such Section of the Seller Disclosure Letter shall be provided on the date hereof, but which may be revised as reasonably necessary to reflect changes in the workforce on or prior to the Closing Date).

"Business Invention Disclosures" means all (a) invention disclosures (and for clarity, the inventions to the extent disclosed therein) owned by Seller Parent or any of its Affiliates that are primarily used or held for use in the Business to the extent conducted with respect to Medical Device Products (and not used or held for use in the Business with respect to Solutions Products) and (b) invention disclosures (and for clarity, the inventions to the extent disclosed therein) owned by Seller Parent or any of its Affiliates that are exclusively used or held for use in the Business to the extent conducted with respect to the Solutions Products and the Medical Device Products (and not used or held for use in the Retained Businesses). Notwithstanding the foregoing, Patent Rights shall not be part of the Business Invention Disclosures.

"Business IP" means all (a) Business Invention Disclosures, (b) Business Patent Rights, (c) Business Trademark Rights, (d) Business Common Law Trademarks, (e) Business Copyright Registrations, (f) Business Unregistered Copyrights, and (g) Business Software, excluding in all cases the Retained Names.

"Business Patent Rights" means all (a) Patent Rights owned by Seller Parent or any of its Affiliates that are primarily used or held for use in the Business to the extent conducted with respect to Medical Device Products (and not used or held for use in the Business with respect to Solutions Products) or (b) Patent Rights owned by Seller Parent or any of its Affiliates that are exclusively used or held for use in the Business to the extent conducted with respect to the Solutions Products and the Medical Device Products (but not used or held for use in the Retained Businesses), including all (i) patent applications identified in Section 4.13(a)(i) of the Seller Disclosure Letter, (ii) patents that issue from any of the patent applications identified in Section 4.13(a)(i) of the Seller Disclosure Letter, (iii) issued patents identified in Section 4.13(a)(i) of the Seller Disclosure Letter, (iv) divisionals, continuations, and continuations-in-part that claim priority to any patents and patent applications identified in any of clauses (i)-(iii) of this definition, (v) reissues, renewals, reexaminations, substitutions, extensions, or additions of the patents and patent applications identified in clauses (i)-(iv) of this definition, and (vi) foreign equivalents of the patents and patent applications identified in clauses (i)-(v) of this definition; provided, that, with respect to the foregoing clauses (ii), (iv), (v) and (vi) of this definition, to the extent the claims thereof are entirely supported (in accordance with the Laws of the jurisdiction in which such patent was granted and such application is pending) by the patents and patent applications identified in Section 4.13(a)(i) of the Seller Disclosure Letter.

"Business Software" means all (a) Software, and Copyrights to the extent in such Software, owned by Seller Parent or any of its Affiliates that is primarily used or held for use in the Business to the extent conducted with respect to Medical Device Products (and not used or held for use in the Business with respect to Solutions Products), which the Parties agree includes all rights owned by Seller Parent and/or its Affiliates in and to the Hospira MedNet software product (including software for user customization of drug libraries and software related to EMR integration) and (b) Software, and Copyrights to the extent in such Software, owned by Seller Parent or any of its Affiliates exclusively used or held for use in the Business to the extent conducted with respect to Solutions Products and the Medical Device Products (and not used or held for use in the Retained Businesses).

"Business Trademark Rights" means all Trademark registrations and applications for registration owned by Seller Parent or any of its Affiliates that are (a) primarily used or held for use in the Business, to the extent conducted with respect to Medical Device Products (and not used or held for use in the Business with respect to Solutions Products) or (b) exclusively used or held for use in the Business to the extent conducted with respect to Solutions Products and the Medical Device Products (and not used or held for use in the Retained Businesses), including with respect to the foregoing subsections (a) and (b), all registrations and applications (including domain name registrations) identified in Section 4.13(a)(ii) of the Seller Disclosure Letter, together with the goodwill symbolized by any of the foregoing, but excluding all Retained Names.

"Business Unregistered Copyrights" means all Copyrights owned by Seller Parent or any of its Affiliates in text, graphics or images that are included in any product packaging or in the "look and feel" of the product packaging or in any text that explains or describes the Products (including, for clarity, any instructions for use and text that appears on websites or in promotional or marketing materials); provided that, (x) such Copyrights are exclusively used or held for use in the Business (and not used or held for use in the Retained Businesses) and (y) such Copyrights are not the subject of a registration or application for registration. Notwithstanding anything to the contrary herein, the Business Unregistered Copyrights shall not include any rights in, to or under any Trademarks (including the Retained Names) or "look and feel" (except with respect to product packaging to the extent expressly set forth in the foregoing sentence). Notwithstanding the foregoing, the Business Unregistered Copyrights shall not include any Business Software or Business Copyright Registrations.

"Cash and Cash Equivalents" means, with respect to any Person, cash, checks, money orders, marketable securities, short-term instruments and other cash equivalents, funds in time, deposits in transit and demand deposits or similar accounts of such Person. For the avoidance of doubt, Cash and Cash Equivalents shall be calculated net of (i) issued but uncleared checks and drafts cut by such Person, and (ii) outbound wires, and shall include, without duplication, checks, other wire transfers and drafts deposited for the account of such Person.

"Cash Consideration" means $600,960,000.00, plus any Share Reduction Amount.

"Closing" means the closing of the transactions contemplated by this Agreement pursuant and subject to the terms of this Agreement, including Section 6.4(e).

"Closing Date" has the meaning set forth in Section 3.1(a).

"Closing Payment" means the Preliminary Purchase Price, *minus* the Share Consideration.

"Code" means the Internal Revenue Code of 1986, as amended.

"Collateral Source" has the meaning set forth in Section 7.6.

"Collection and Interest Amounts" has the meaning set forth in Section 9.2(d).

"Collective Bargaining Agreement" means any collective bargaining agreement, labor agreement, work rules or practices, or any other labor-related agreements or arrangements with any labor union, labor organization or works council applicable to any Transferred Employee other than, for the U.S. only, any industry-wide or nation-wide agreements.

"Commitment Letter" has the meaning set forth in Section 5.7(a).

"Company Plan" means each Plan and each Foreign Plan maintained by any Conveyed Subsidiary or Subsidiary thereof.

"Confidential Information" has the meaning set forth in Section 6.16(b).

"Confidentiality Agreement" means the Confidentiality Agreement between Seller Parent and Purchaser, dated as of July 27, 2016, as amended or supplemented from time to time.

"Consolidated Tax Returns" means any Tax Returns with respect to federal, state, provincial, local or foreign Income Taxes that are paid on an affiliated, consolidated, combined, unitary or similar basis.

"Contract" means any contract, agreement, lease (other than any real property lease) or license (other than Governmental Authorizations) that is binding on any Person or any part of its property under applicable Law, and any amendments thereto.

"Conveyed Subsidiaries" means those entities set forth in Section 1.1(D) of the Seller Disclosure Letter, as such Section may be amended by Seller Parent to reflect the ownership of Shares immediately prior to the Closing and/or any Internal Restructurings that take place pursuant to and in accordance with Section 6.6(g); provided, that any such amendment that is not in connection with any Internal Restructurings shall be delivered to Purchaser at least five (5) Business Days prior to the Closing, (ii) Purchaser shall have provided its consent to such amendment, with such consent not to be unreasonably withheld, conditioned or delayed, and (iii) any Persons added in such amended Section shall be wholly-owned Subsidiaries of Seller Parent.

"Copyrights" has the meaning set forth in "Intellectual Property".

"D&O Indemnitees" has the meaning set forth in Section 6.25(a).

"Data Protection Laws" has the meaning set forth in Section 4.13(k).

"De Minimis Claim Threshold" has the meaning set forth in Section 7.5.

"Deductible" has the meaning set forth in Section 7.5.

"Dispose" has the meaning set forth in Section 6.6(f)(ii).

"Disputed Item" has the meaning set forth in Section 2.10(b).

"EMR" means electronic medical records.

"Environmental Law" means any applicable Law as in effect on the Closing Date relating to (i) the protection of the environment (including indoor and outdoor air, surface water, groundwater, drinking water, and surface or subsurface land), (ii) with respect to exposure to Hazardous Materials, human health and safety, which includes worker safety, or (iii) the exposure to, or the use, storage, recycling, treatment, generation, transportation, processing, handling, labeling, Release, disposal or other management of Hazardous Materials.

"Environmental Liability" means all Liabilities and Losses arising under Environmental Laws, including Liabilities and Losses resulting from (i) failure to comply with any requirement of, or any liability imposed under, any Environmental Law, (ii) failure to obtain or comply with any required Environmental Permit, (iii) any Release of Hazardous Materials or Remedial Action, or (iv) harm or injury to any real property, to any Person, to public health, or to any natural resource as a result of the Release of, or exposure to, Hazardous Materials.

"Environmental Permit" means all Governmental Authorizations required under all Environmental Laws for the operation of the Business as presently conducted.

"Equipment" has the meaning set forth in Section 2.2(c).

"Equipment Leases" has the meaning set forth in Section 2.2(c).

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

"ERISA Affiliate" means any other Person that, together with Seller Parent, an Asset Seller or a Conveyed Subsidiary or a Subsidiary thereof, in any case, would be treated as a single employer under Section 414 of the Code.

"Estimated Closing Statement" means a written statement setting forth, without duplication of any items, Seller Parent's good faith estimate, as of 12:01 a.m. (New York time) on the Closing Date, of (a) the Estimated Working Capital, (b) the Estimated Net Cash, (c) the VAT due by Purchaser under Section 6.6(i), (d) the amount of Transfer Taxes payable by the Sellers and by Purchaser, and the allocation of Transfer Taxes payable by the Sellers and by Purchaser, under Section 6.6(h), and (e) reasonable supporting schedules for the foregoing, in each case, prepared in good faith and applying the Accounting Principles, and on a basis consistent with the preparation of the Balance Sheet Statement.

"Estimated Net Cash" means Seller Parent's good faith estimate of the Net Cash as of 12:01 a.m. (New York time) on the Closing Date as set forth on the Estimated Closing Statement.

"Estimated Working Capital" means Seller Parent's good faith estimate of the Working Capital as of 12:01 a.m. (New York time) on the Closing Date as set forth on the Estimated Closing Statement.

"Exchange Act" means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

"Excluded Assets" has the meaning set forth in Section 2.4(a).

"Excluded Taxes" has the meaning set forth in Section 6.6(e)(i).

"Facilities" means the owned or leased manufacturing, office, research and development, distribution, service center and warehouse facilities listed in Section 1.1(E) of the Seller Disclosure Letter.

"FDA" means the U.S. Food and Drug Administration.

"FDA Product Marketing Authorizations" means all premarket approvals, premarket notification clearances, new drug or abbreviated new drug approvals and other product marketing authorizations granted by FDA to Seller Parent or any of its Affiliates.

"FDC Act" means the Federal Food, Drug, and Cosmetic Act, 21 U.S.C. §301 et seq., as amended.

"Filings" means any registrations, applications, declarations, reports, submissions or other filings with, or any notices to, any Person (including any third party or Governmental Authority (including any Governmental Antitrust Authority)).

"Final Closing Statement" means a written statement prepared in accordance with Section 2.10(a) (a) setting forth the Final Working Capital, the Final Working Capital Adjustment, the Final Net Cash and the Final Net Cash Adjustment and (b) indicating any changes to the Estimated Closing Statement as finally determined pursuant to Section 2.10.

"Final Determination" means (i) with respect to U.S. federal Income Taxes, a "determination" as defined in Section 1313(a) of the Code or execution of an IRS Form 870-AD, and (ii) with respect to Taxes other than U.S. federal Income Taxes, any final determination of liability in respect of a Tax that, under applicable Law, is not subject to further appeal, review or modification through proceedings or otherwise, including the expiration of a statute of limitations or a period for the filing of claims for refunds, amended Tax Returns or appeals from adverse determinations.

"Final Net Cash" has the meaning set forth in Section 2.10(d).

"Final Net Cash Adjustment" means the amount equal to (a) the Final Net Cash minus (b) the Estimated Net Cash, which, for the avoidance of doubt, may be a positive or negative number.

"Final Purchase Price" has the meaning set forth in Section 2.10(h).

"Final Working Capital" has the meaning set forth in Section 2.10(d).

"Final Working Capital Adjustment" means the amount equal to (a) the Final Working Capital *minus* (b) the Estimated Working Capital, which, for the avoidance of doubt, may be a positive or negative number.

"Financing" has the meaning set forth in Section 5.7(a).

"Financing Sources" means the agents, arrangers, lenders and other entities that have at any time committed to provide or arrange all or any part of the Financing, including the parties to any joinder agreements, indentures or credit agreements entered into in connection therewith, together with their respective affiliates, and their respective affiliates' current, former or future officers, directors, employees, agents and representatives and their respective successors and assigns.

"Foreign Corrupt Practices Act" means the Foreign Corrupt Practices Act of the United States, 15 U.S.C. Sections 78a, 78m, 78dd-1, 78dd-2, 78dd-3, and 78ff, as amended.

"Foreign Plan" means each Plan in which any Business Employee (non-U.S.) participates.

"Fundamental Representations" has the meaning set forth in Section 7.5.

"GAAP" means accounting principles generally accepted in the United States of America.

"Goods in Transit" means Products that have left a facility of any Seller, were recorded by such Seller as sales in their accounting systems at or prior to 12:01 a.m. (New York time) on the Closing Date, but have not been received by customers or purchasers.

"Governmental Antitrust Authority" means any of the Federal Trade Commission, the Antitrust Division of the United States Department of Justice, the attorneys general of the several states of the United States and any other Governmental Authority having jurisdiction with respect to the transactions contemplated hereby pursuant to applicable Antitrust Laws.

"Governmental Authority" means any nation or government, any state, municipality or other political subdivision thereof and any entity, body, agency, commission, authority or court, whether domestic, foreign or multinational, exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government and any executive official thereof.

"Governmental Authorizations" means all licenses, permits, certificates and other authorizations and approvals required to carry on the Business under the applicable Laws of any Governmental Authority, including the Product Registrations and Manufacturing Registrations.

"Governmental Order" means any order, writ, judgment, injunction, decree, ruling, stipulation, determination or award entered by or with any Governmental Authority.

"Hazardous Materials" means all chemicals, materials or substances defined or subject to regulation under Environmental Law as hazardous, toxic, a pollutant, a contaminant or words of similar meaning or effect, including asbestos, polychlorinated biphenyls, oils, petroleum, and petroleum products.

"Historical Financial Statements" has the meaning set forth in Section 4.6(a).

"Hospira 401(k) Plan" has the meaning set forth in Section 6.7(i).

"Hospira Marks" means the Trademarks set forth in Section 1.1(F) of the Seller Disclosure Letter.

"Hospira Transition Period" has the meaning set forth in Section 6.18(f).

"HSR Act" means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended.

"Identified Name" means a word, name or symbol that comprises a Trademark that is identified in Section 4.13(a)(ii) of the Seller Disclosure Letter.

"Income Taxes" means all Taxes based upon, measured by, or calculated with respect to (i) gross or net income or gross or net receipts or profits, including any capital gains, minimum Taxes and any Taxes on items of Tax preference, (ii) multiple bases, including corporate franchise, doing business or occupation Taxes, if one or more of the bases upon which such Tax may be based upon, measured by, or calculated with respect to, is described in clause (i) above and (iii) withholding Taxes based upon, measured by, or calculated with respect to, any payments or distributions (other than compensation); provided, that Income Taxes shall not include Transfer Taxes and VAT.

"Indebtedness" means, with respect to any Person, without duplication, (a) all indebtedness of such Person for borrowed money, or any other obligations owed by such Person under any credit agreement or facility or evidenced by any note, bond, debenture, or any other debt securities or instrument made or issued by such Person, (b) amounts owing as deferred purchase price for property or services with respect to which such Person is liable, including all seller notes and "earn-out", milestone or similar payments, whether or not matured (but shall not include any accruals for expenses or other similar current liabilities), (c) indebtedness secured by a Lien on assets or properties of such Person, (d) obligations or commitments to repay deposits or other amounts advanced by and owing to third parties, (e) any liability of such Person in respect of banker's acceptances or letters of credit issued for the account of such Person, in each case to the extent drawn upon, (f) obligations under any interest rate, currency or other hedging agreement, (g) liability for all amounts (which amounts shall be inclusive of any associated withholding taxes or any Taxes required to be paid by such Person with respect thereto) payable by such Person, whether immediately or in the future, pursuant to any severance, change in control, termination indemnity, redundancy pay, educational assistance, holiday pay, housing assistance, moving expense reimbursement, fringe benefit or similar employee benefits triggered directly as a result of a termination of employment, or the consummation of a merger or acquisition, in any case, (x) occurring prior to the date hereof, and (y) solely related to and arising by reason of the closing of the acquisition by Seller Parent of Hospira, Inc., which closing occurred on September 3, 2015, and not subject to any subsequent events, (h) obligations of such Person in respect of surety bonds or similar instruments to the extent such obligations are due and payable at the Closing, (i) amounts for the balance sheet line items constituting "non-current other liabilities" and set forth on the Balance Sheet Statement, but only to the extent such amounts, in the aggregate, exceed $15,000,000 described in this clause (i), in which case only the excess of $15,000,000 shall be considered Indebtedness, (j) the capitalized amount under any

capital lease on a balance sheet of such Person under GAAP, (k) direct guarantees with respect to any indebtedness, obligation, claim or liability of any other Person of a type described in clauses (a) through (i) above, (l) amounts set forth on Section 1.1(M) of the Seller Disclosure Letter or (m) with respect to any indebtedness, obligation, claim or liability of a type described in clauses (a) through (k) above, all accrued and unpaid interest, premiums, penalties, breakage costs, unwind costs, fees, termination costs, redemption costs, expenses and other charges due and payable with respect thereto; provided, that Indebtedness shall not include (x) any indebtedness to the extent owing from any of the Conveyed Subsidiaries (or Subsidiaries thereof) to any of the other Conveyed Subsidiaries (or Subsidiaries thereof), (y) accounts payable to trade creditors in the ordinary course of business consistent with past practice or (z) any amount to the extent such amount is a Retained Liability, including any Seller Transaction Expenses; provided, further, that any amounts of any such Indebtedness under this definition shall be expressed as a positive number and shall be determined on a consolidated basis consisted with the Accounting Principles.

"Indemnified Party" has the meaning set forth in Section 7.3(a).

"Indemnifying Party" has the meaning set forth in Section 7.3(a).

"Independent Accountant" means Ernst & Young, or any other registered independent public accounting firm as Seller Parent and Purchaser shall mutually agree upon.

"Information" means information, whether or not patentable or copyrightable, in written, oral, electronic or other tangible or intangible forms, stored in any medium, including studies, reports, books, records, books, contracts, instruments, surveys, discoveries, ideas, concepts, Know-How, designs, specifications, drawings, blueprints, diagrams, models, prototypes, samples, flow charts, data, computer data, disks, diskettes, tapes, computer programs or other software, marketing plans, customer names, communications by or to attorneys (including attorney-client privileged communications), memoranda and other materials prepared by attorneys or under their direction (including attorney work product), and other technical, financial, employee or business information or data.

"Insurable Loss" has the meaning set forth in Section 6.22.

"Intellectual Property" means all intellectual property rights throughout the world, including: (i) patents and patent applications and all related provisionals, divisionals, continuations, continuations-in-part, reissues, reexaminations, extensions, and substitutions of any of the foregoing ("Patent Rights"), (ii) trademarks, service marks, corporate names, trade names, domain names, social media names, tags or handles, logos, slogans, trade dress, design rights, and other similar designations of source or origin, together with the goodwill symbolized by any of the foregoing, whether or not registered or applied for registration, including common law trademark rights ("Trademarks"), (iii) copyrights and copyrightable subject matter, whether or not registered or applied for registration ("Copyrights"), (iv) technical, scientific, regulatory and other information, inventions, discoveries, results, know-how, techniques and data, including plans, processes, practices, methods, trade secrets, instructions, data (including biological, chemical, pharmacological, toxicological, pharmaceutical, physical and analytical, safety, quality control, manufacturing and preclinical and clinical data), formulae, formulations, compositions,

specifications, and marketing, pricing, distribution, cost and sales information ("Know-How"), (v) rights in computer programs (whether in source code, object code, or other form) ("Software"), and (vi) applications, registrations, and common law rights for the foregoing.

"Intellectual Property License Agreement" has the meaning set forth in Section 6.18(b).

"Intentional Breach" means, with respect to any covenant or agreement in this Agreement, an action or omission (including a failure to cure circumstances) taken or omitted to be taken on or after the date hereof that the breaching Person intentionally takes (or fails to take) and knows would, or would reasonably be expected to, cause a material breach of such covenant or agreement .

"Interest Rate" means the rate designated from time to time in Section 6621(a)(2) of the Code, compounded on a daily basis.

"Interim Financial Statements" has the meaning set forth in Section 6.29(a).

"Internal Restructurings" has the meaning set forth in Section 6.6(g).

"Inventory" means all raw material inventory, work-in-process inventory, spare parts inventory, finished goods inventory and Goods in Transit, in each case, used or held for use in the Business, which shall include (i) all Inventory located at the Austin Facility and (ii) all finished goods inventory used or held for use in the Business (but shall not include in any event any raw material inventory, work-in-process inventory, spare parts inventory, Goods in Transit or any other finished goods inventory) located at the Rocky Mount Facility.

"IP Assignment Agreements" has the meaning set forth in Section 6.18(b).

"IRS" means the Internal Revenue Service of the United States of America.

"IT Assets" means Seller Parent's and its Affiliates' computing hardware, computer software, firmware, middleware, servers, workstations, routers, hubs, switches, data communications lines, file servers, printers, and networking and all other information technology equipment, and all associated documentation that are used in the Business by Seller Parent or its Affiliates and either owned by or licensed to, and in each case, in the possession and control of, Seller Parent or its Affiliates.

"IV" has the meaning set forth in the definition of "Medical Device Products".

"Knowledge of Seller Parent" means, (x) solely with respect to the representations set forth in Section 4.13, the actual knowledge of the applicable individuals listed in Section 1.1(G) of the Seller Disclosure Letter, after due inquiry of such individuals in the organization who are in a position of managerial oversight over the relevant subject matter, and (y) with respect to all other representations set forth in Article IV, the actual knowledge of any of the applicable individuals listed in Section 1.1(G) of the Seller Disclosure Letter, after due inquiry.

"Laws" means any federal, state, foreign or local law, common law, statute, ordinance, rule, regulation, code or Governmental Order of any Governmental Authority.

"Leased Real Property" has the meaning set forth in Section 4.14(b).

"Liabilities" means any and all Losses, Indebtedness, debts, liabilities, obligations, commitments, Tax, deficiency or guarantee, whether direct or indirect, accrued or unaccrued, fixed or variable, known or unknown, absolute or contingent, matured or unmatured or determined or determinable.

"Licensed IP" has the meaning set forth in the Intellectual Property License Agreement.

"Liens" means any lien, security interest, pledge, mortgage, charge, right of first refusal, adverse claim, easement, indenture, deed of trust, deed to secure debt, right of way, restriction on the use of real property, option, restriction on transfer, covenant, occupancy agreement, encroachment, lease, sublease, security agreement, title defects, or any other encumbrances and other restrictions. For the avoidance of doubt, "Lien" does not include any license or other grant of rights to Intellectual Property.

"Local Implementing Agreements" means the various agreements and the schedules and exhibits thereto to be entered into by Purchaser and the Purchaser Designated Affiliates and certain of the Sellers for purposes of implementing the sale, transfer, conveyance, assignment and assumption, as applicable, of the Purchased Assets, the Assumed Liabilities and the Shares to Purchaser and such Purchaser Designated Affiliates, as the case may be, by such Sellers and with such modifications as may be reasonably determined by Purchaser or Seller Parent to comply with local applicable Law, in the appropriate jurisdictions, substantially in the form set forth in Exhibit A.

"Logistics and Services Agreement" has the meaning set forth in Section 6.26(b).

"Loss" means any and all damages, losses, liabilities, obligations, penalties, judgments, settlements, claims, payments, fines, interest, costs and expenses (including the reasonable costs and expenses of attorneys, accountants and other professional advisors incurred in the investigation, defense and/or settlement thereof), but excluding consequential damages, special damages, incidental damages, punitive damages and exemplary damages unless any such damages (i) are caused by fraud or (ii) are actually awarded to any third party by a court or arbitral tribunal.

"Manufacturing and Supply Agreement (Seller Parent as Supplier)" has the meaning set forth in Section 6.18(b).

"Manufacturing Registrations" means all Governmental Authorizations granted to Seller Parent or any of its Affiliates by, or pending with, any Governmental Authority for manufacturing facilities and related activities that are used in the Business.

"Marketing Period" means the period of twenty (20) consecutive calendar days after Purchaser's receipt of the Required Financial Information; provided, that (x) November 23,

2016 through and including November 27, 2016 shall be disregarded and shall not count as a day within such twenty (20) consecutive calendar day period contemplated herein, and (y) if such period has not ended prior to December 19, 2016, then it will not commence until January 3, 2017.

"Material Adverse Effect" means any change, event, circumstance, development, state of facts, occurrence or effect, individually or in the aggregate with all other events, circumstances, developments, states of facts, occurrences or effects, that (a) has had, or would reasonably be expected to have, a material adverse effect on the business, results of operations or financial condition of the Business, taken as a whole; or (b) prevents, materially impairs or materially delays the ability of Seller Parent and its Affiliates to perform their obligations under this Agreement and the Ancillary Agreements or to consummate the transactions contemplated hereby and thereby; provided, however, that with respect to clause (a) only, any change, event, circumstance, development, state of facts, occurrence or effect to the extent resulting from or arising out of the following, either alone or in combination, shall not be considered in determining whether there has been a "Material Adverse Effect": (i) general economic conditions (including changes in (A) financial or market conditions, (B) currency exchange rates, (C) prevailing interest rates or credit markets or (D) the price of commodities or raw materials applicable in countries, jurisdictions or markets in which there are Purchased Assets or sales of Products (or the securities, syndicated loan, credit or financial markets globally or in any such economies, countries, jurisdictions or markets)); (ii) changes (or proposed changes) in the legal, tax, regulatory or political conditions affecting the Business in general or within the relevant jurisdiction (including changes in Law or in the interpretation of Law); (iii) changes (or proposed changes) in GAAP or other applicable accounting standards or the interpretations thereof; (iv) changes, events or effects that arise out of, or are attributable to, conditions in the industries in which the Business operates; (v) changes, events or effects that arise out of, or are attributable to, (A) any acts of God (including earthquakes, hurricanes, floods or other natural disasters or weather-related conditions) or (B) the commencement, occurrence, continuation or intensification of any war (whether or not declared), sabotage, armed hostilities, military attacks or acts of terrorism; (vi) changes, events or effects that arise out of, or are attributable to, any failure by the Business to meet budgets, plans, projections or forecasts (whether internal or otherwise) for any period (it being understood that the underlying cause of the failure to meet such budgets, plans, projections or forecasts may be taken into account in determining whether a Material Adverse Effect has occurred unless such causes are otherwise excepted under this paragraph); (vii) any change in Seller Parent's stock price or trading volume (it being understood that the underlying cause of such change may be taken into account in determining whether a Material Adverse Effect has occurred unless such causes are otherwise excepted under this paragraph); (viii) changes, events or effects that arise out of, or are attributable to, the negotiation, execution, announcement, performance or consummation of this Agreement, the transactions contemplated hereby or by any of the Ancillary Agreements (provided, that, the foregoing exceptions in this clause (viii) shall not apply with respect to references to Material Adverse Effect in the representations and warranties (in each case, of the types set forth in Section 4.4 and Section 4.5) contained in Article IV the sole purpose of which are to address the consequences resulting from the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby), the identity of Purchaser or any of its Affiliates or any acts or omissions of Purchaser or its Affiliates in violation of this Agreement or any communication by Purchaser or any of its

Affiliates, including in respect of its plans or intentions (including in respect of the Business Employees) with respect to the Business, including the impact thereof on relationships, contractual or otherwise, with customers, suppliers, distributors, partners or employees; (ix) without limiting clause (viii) above, any action taken by Seller Parent or its Affiliates (including any Conveyed Subsidiary) as permitted by this Agreement including any actions taken (or agreed to be taken) by Seller Parent, Purchaser or any of their Affiliates pursuant to Section 6.2; (x) any actions taken (or agreed to be taken), or failure to take action, or such other changes or events, in each case, to which Purchaser has consented in writing; (xi) any recall, import ban or other action taken by the FDA since 2010 adversely affecting the infusion pumps or other devices (including both pre-filled and sterile empty devices) of the Business and any related remediation efforts taken by the Sellers prior to the date hereof that have been disclosed to Purchaser in writing, but excluding for the avoidance of doubt any additional recalls, bans or other actions taken by the FDA or any other Governmental Authority after the date hereof; (xiii) any matter expressly disclosed in Sections 4.8, 4.9, 4.10, 4.11, 4.21 and 4.22(b) of the Seller Disclosure Letter, to the extent the results of any such matter would or would reasonably be expected to result in a Material Adverse Effect; or (xiv) any matter, Liability or Loss relating to or arising out of the Austin Facility (and any effect relating thereto) that is subject to, but only to the extent of, indemnification pursuant to this Agreement and the related Seller Disclosure Letter; provided, further, that, in the case of clauses (i), (ii), (iii), (iv) and (v)(A) changes that disproportionately and adversely impact the Business relative to other businesses or companies in the geographies or industries in which the Business operates shall not be excluded in determining the occurrence of a "Material Adverse Effect".

"Material Contract" has the meaning set forth in Section 4.12(a).

"Material Shared Contracts" has the meaning set forth in Section 4.12(b).

"Maximum Indemnification Amount" has the meaning set forth in Section 7.5.

"Medical Device Products" means electromechanical intravenous ("IV") infusion pump devices, dedicated IV administration sets, the Hospira MedNet software product and related medical software products that are distributed by Hospira with or for use with the IV infusion pump devices, gravity IV administration sets, IV infusion accessories to the extent that such accessories are neither Medicated Infusion Therapy Solutions nor Solutions Products, LifeCare PCA sterile vials and injectors (empty and pre-filled) used and/or associated with the PCA pump, and bulk connectors for IV sets, in each case including those set forth on Section 1.1(H) of the Seller Disclosure Letter, which are researched, manufactured, used, marketed, commercialized, distributed, or sold by Seller Parent and its applicable Affiliates. For the avoidance of doubt, Medical Device Products do not include the ADD-Vantage system or its connector, vial or diluent bag or any hazardous drug handling system for Medicated Infusion Therapy Solutions.

"Medicated Infusion Therapy Solutions" means pre-mixed pharmaceutical products containing at least one active pharmaceutical ingredient (other than an analgesic approved for use with the LifeCare PCA pump) in pre-filled vials, syringes, carpules or other flexible containers, including the Sellers' ADD-Vantage™ drug delivery system portfolio and other pharmaceutical products containing at least one active pharmaceutical ingredient (other than an analgesic approved for use with the LifeCare

PCA pump and sold in the LifeCare PCA sterile pre-filled vial and injector assembly) sold as sterile injectable products (other than the Sellers' potassium chloride pre-mixed pharmaceutical products, and Sellers' dextrose pre-mixed pharmaceutical products filled in flexible containers, each of which constitutes a Solutions Product).

"MedNet Rights" means any and all common law rights in Trademarks that are not the subject of a registration or application and that contain or comprise the word MEDNET, excluding in all cases any such Trademarks that contain or comprise Hospira or Pfizer or any Trademarks related thereto, derivative thereof or confusingly similar thereto.

"NASDAQ" means the Nasdaq Global Select Market.

"Net Cash" means the amount equal to (a) all Cash and Cash Equivalents of the Business *minus* (b) all outstanding Indebtedness of the Business (excluding up to $15,000,000 of any amounts described in clause (i) of the definition of Indebtedness), in each case as of 12:01 a.m. (New York time) on the Closing Date as calculated in accordance with the Accounting Principles, which, for the avoidance of doubt, may be a positive or negative number.

"Non-Indemnified Claim" has the meaning set forth in Section 6.21(b).

"Open Source Materials" means any Software (in source or object code form) that is subject to a license or other agreement commonly referred to as an open source, free software, copyleft or community source code license (including any code or library licensed under the GNU General Public License, GNU Lesser General Public License, BSD License, or any other public source code license arrangement) or any Software made available under or licensed under any license approved by the Open Source Initiative (www.opensource.org), which license or other agreement that requires, as a condition of the use, modification or distribution of Software subject to such license or agreement, that such Software or other Software combined, linked or distributed with such Software be (i) disclosed, distributed, made available, offered, licensed or delivered in source code form, (ii) licensed for the purpose of making derivative works, (iii) licensed under terms that allow reverse engineering, reverse assembly, or disassembly of any kind, (iv) redistributable at no charge, or (v) restrict a Person's ability to place restrictions on the Software.

"Outside Date" has the meaning set forth in Section 9.1(b).

"Owned Real Property" has the meaning set forth in Section 4.14(a).

"Parties" has the meaning set forth in the preamble of this Agreement.

"Patent Rights" has the meaning set forth in the definition of "Intellectual Property."

"Permitted Liens" means (i) statutory Liens arising out of operation of Law with respect to a Liability incurred in the ordinary course of business consistent with past practice and not yet due and payable or the amount or validity of which is being contested in good faith, in each case for which adequate reserves have been made with respect thereto in the Historical Financial Statements; (ii) Liens and other imperfections of title that do not materially detract from the value or materially impair the

current use of the property subject thereto or make such property unmarketable or uninsurable; (iii) Liens for Taxes not yet due and payable or that are being contested in good faith by appropriate proceedings for which adequate reserves have been made with respect thereto in the Historical Financial Statements; (iv) mechanics', materialmens', carriers', workmens', warehousemens', repairmens', landlords' or other similar Liens and security obligations that relate to obligations not due and payable and arise in the ordinary course of business consistent with past practice; (v) Liens securing payment under original purchase price conditional sales contracts and equipment leases with third parties entered into in the ordinary course of business consistent with past practice; (vi) Liens that will be released and, as appropriate, removed of record, at or prior to the Closing Date in accordance with the terms of this Agreement; (vii) Liens arising on assets and products sold in the ordinary course of business consistent with past practice; (viii) Liens arising in connection with any consignment arrangement entered into in the ordinary course of business consistent with past practice; (ix) Liens specifically identified in the notes to the Historical Financial Statements which do not materially detract from the value or materially impair the current use of the property subject thereto; and (x) all matters of record and any state of facts that an accurate survey or inspection of the property would disclose that, in the aggregate, do not materially detract from the value of, or impair the current use of, the property subject thereto.

"Person" means an individual, a limited liability company, joint venture, a corporation, a partnership, an association, a trust, a division or operating group of any of the foregoing or other entity or organization, including a Governmental Authority.

"Personally Identifiable Information" means any information that alone or in combination with other information held by Seller Parent or its Affiliates can be used to specifically identify an individual person, including any information related to the health of a person.

"Plan" means any employee benefit plan as defined in Section 3(3) of ERISA (whether or not subject to ERISA) and each other Contract, plan, program, fund, policy or arrangement providing compensation, benefits, pension, retirement, superannuation, profit sharing, stock or equity based compensation, bonus, thirteenth month, incentive, deferred compensation, hospitalization, vacation, death benefit, sick pay, disability, severance, change in control, termination indemnity, redundancy pay, educational assistance, holiday pay, housing assistance, moving expense reimbursement, fringe benefit or similar employee benefits which is maintained (or contributed to or required to be contributed to) by any Seller or Conveyed Subsidiary (or any of its Subsidiaries), or any of their respective Affiliates, in which any Business Employee participates; provided, that (i) any plan that is mandatorily provided under local Law, (ii) any governmental plan or program requiring the mandatory payment of social insurance taxes or similar contributions to a governmental fund with respect to the wages of an employee, or (iii) workers compensation or similar self- or state-mandated insurance programs will not in each case be considered a "Plan" for these purposes.

"Post-Closing Tax Period" means any Tax period (or portion thereof) beginning after the Closing Date.

"Pre-Closing Tax Period" means any Tax period (or portion thereof) ending on or before the Closing Date.

"Preliminary Allocation" has the meaning set forth in Section 2.11(a).

"Preliminary Purchase Price" has the meaning set forth in Section 2.8.

"Proceeding" has the meaning set forth in Section 10.12(b).

"Product Registrations" means all Governmental Authorizations granted to a Seller by, or pending with, any Governmental Authority to market any Product, including FDA Product Marketing Authorizations, other national or regional marketing authorizations and CE marks, anywhere in the world. For the avoidance of doubt, "Product Registrations" shall not include any Manufacturing Registrations.

"Products" means all Medical Device Products and Solutions Products.

"Proposed Closing Statement" has the meaning set forth in Section 2.10(a).

"Purchased Assets" has the meaning set forth in Section 2.2, it being understood that the Purchased Assets do not include the Excluded Assets or the Shares.

"Purchaser" has the meaning set forth in the preamble of this Agreement.

"Purchaser Assumed Employee Liabilities" has the meaning set forth in Section 6.7(c).

"Purchaser Common Stock" means the common stock of Purchaser, par value $0.10 per share.

"Purchaser Designated Affiliate" has the meaning set forth in Section 10.3(b).

"Purchaser Disclosure Letter" means the disclosure letter that Purchaser has delivered to Seller Parent as of the date of this Agreement.

"Purchaser Equity Compensation Plans" means the equity compensation plans and agreements of Purchaser and its Subsidiaries described in Section 5.3(a) of the Purchaser Disclosure Letter.

"Purchaser Equity Securities" means (a) capital stock or other equity interests of Purchaser and (b) options, warrants or other securities that are directly or indirectly convertible into, exchangeable for or exercisable for capital stock or other equity interests of Purchaser.

"Purchaser Fundamental Representations" has the meaning set forth in Section 7.5.

"Purchaser Indemnified Parties" has the meaning set forth in Section 7.1(a).

"Purchaser Material Adverse Effect" means any change, event, circumstance, development, state of facts, occurrence or effect, individually or in the aggregate with all other events, circumstances, developments, states of facts, occurrences or effects, that (a) has had, or would reasonably be expected to have, a material adverse effect on the business, results of operations, or financial condition of the business of Purchaser and its Subsidiaries, taken as a whole; or (b) has impaired, hindered, delayed or adversely affected, or would reasonably be expected to impair, hinder, delay or adversely affect, in any material respect, the ability of Purchaser and its Affiliates to perform their obligations under this Agreement and the Local Implementing Agreements or to consummate the Sale or the other material transactions contemplated hereby and thereby; provided, however, that with respect to clause (a) only, any change, event, circumstance, development, state of facts, occurrence or effect to the extent resulting from or arising out of the following, either alone or in combination, shall not be considered in determining whether there has been a "Purchaser Material Adverse Effect": (i) general economic conditions (including changes in (A) financial or market conditions, (B) currency exchange rates, (C) prevailing interest rates or credit markets or (D) the prevailing price of commodities or raw materials (or the securities, syndicated loan, credit or financial markets globally)); (ii) changes (or proposed changes) in the legal, tax, regulatory or political conditions in general (including changes in Law or in the interpretation of Law); (iii) changes (or proposed changes) in GAAP or other applicable accounting standards or the interpretations thereof; (iv) changes, events or effects that arise out of, or are attributable to, conditions in the industries in which Purchaser and its Subsidiaries operates; (v) changes, events or effects that arise out of, or are attributable to, any acts of God (including earthquakes, hurricanes, floods or other natural disasters or weather-related conditions) or the commencement, occurrence, continuation or intensification of any war (whether or not declared), sabotage, armed hostilities, military attacks or acts of terrorism; (vi) changes, events or effects that arise out of, or are attributable to, any failure by Purchaser and its Subsidiaries to meet budgets, plans, projections or forecasts (whether internal or otherwise) for any period (it being understood that the underlying cause of the failure to meet such budgets, plans, projections or forecasts may be taken into account in determining whether a Purchaser Material Adverse Effect has occurred unless such causes are otherwise excepted under this paragraph); (vii) any change in Purchaser's stock price or trading volume (it being understood that the underlying cause of such change may be taken into account in determining whether a Purchaser Material Adverse Effect has occurred unless such causes are otherwise excepted under this paragraph); (viii) changes, events or effects that arise out of, or are attributable to, the negotiation, execution, announcement, performance or consummation of this Agreement, the transactions contemplated hereby or by any of the Ancillary Agreements (provided, that, the foregoing exceptions in this clause (viii) shall not apply with respect to references to Material Adverse Effect in the representations and warranties (in each case, of the types set forth in Section 5.4 and Section 5.5) contained in Article V the sole purpose of which are to address the consequences resulting from the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby), the identity of Seller Parent or any of its Affiliates or any acts or omissions of Seller Parent or its Affiliates in violation of this Agreement; (ix) without limiting clause (viii) above, any actions taken by Seller Parent, Purchaser or any of their Affiliates as required by and in accordance with the terms of Section 6.3; or (x) any actions taken (or agreed to be taken), or failures to take action, or such other changes or events, in each case, to which Seller Parent has consented in writing; provided, further, that, in the case of clauses (i), (ii), (iii), and (iv), changes that disproportionately and adversely impact

Purchaser and its Subsidiaries, taken as a whole, relative to other companies in the geographies or industries in which Purchaser and its Subsidiaries operate shall not be excluded in determining the occurrence of a "Purchaser Material Adverse Effect".

"Purchaser Parties" has the meaning set forth in Section 9.2(d).

"Purchaser Tax Act" has the meaning set forth in Section 6.6(e)(i).

"Real Property" means, collectively, the Leased Real Property and the Owned Real Property.

"Real Property Leases" has the meaning set forth in Section 4.14(b).

"Registration Information" means copies of the Product Registrations and Manufacturing Registrations and any existing files related to the Product Registrations and Manufacturing Registrations in the possession of the relevant Seller.

"Related to the Business" or "Relating to the Business" mean primarily relating to, held for use with, or used in connection with the Business as conducted by the Sellers as of the date hereof and at the Closing, except that, in respect of the Solutions Products, "Related to the Business" or "Relating to the Business" shall mean exclusively used or held for use in the Business to the extent conducted with respect to such Solutions Products.

"Release" means any spilling, leaking, pumping, pouring, emitting, emptying, injecting, depositing, disposing, discharging, dispersal, escaping, dumping, migrating or leaching into the environment, including ambient air, surface water, surface or subsurface strata or groundwater, including the movement of Hazardous Materials through or in the outdoor air, soil, surface water, groundwater or property.

"Remedial Action" means action required by Governmental Authority or Governmental Order pursuant to Environmental Law to clean up soil, soil vapor, surface water or groundwater in response to a Release of Hazardous Materials, including associated action taken to investigate, monitor, assess and evaluate the extent and severity of any such Release, action taken to remediate any such Release, post-remediation monitoring of any such Release, and preparation of all reports, studies, analyses or other documents relating to the foregoing. "Remedial Action" also refers to any Action relating to any of the above, including the negotiation and execution of judicial or administrative consent decrees, responding to information requests by any Governmental Authority, or defending claims brought by any Governmental Authority or any other Person, whether such claims are equitable or legal in nature, relating to the cleanup of the environment, including soil, soil vapor, surface water, groundwater, and sediments in response to a Release of Hazardous Materials and associated actions. "Remedial Action" shall not include (i) the capital, operation and maintenance costs incurred by Purchaser to continue to operate the Facilities, fixtures and Equipment after the Closing Date or (ii) the closure and post-closure expenditures related to such Facilities, fixtures and Equipment.

"Representatives" means, with respect to any Person, such Person's directors, officers, managers, partners, employees, counsel, financial advisors, accountants, consultants and other advisors, representatives and agents.

"Required Financial Information" means the audited consolidated balance sheets and related consolidated statements of income, shareholder's equity and cash flows of the Business for the two (2) most recently completed fiscal years ended on December 31, 2015 and for the nine (9) month period ended on September 30, 2016; provided, that the financial statements for the nine (9) month period ended on September 30, 2016 may be unaudited but shall have been reviewed by Deloitte as part of their ongoing "Quality of Earnings" report.

"Required Governmental Report" means any written notice, report or other filing by Purchaser that is required by Environmental Law as a result of actions taken in the ordinary course of operating the Business; provided, however, that actions taken in the ordinary course of operating the Business shall not include any investigation undertaken voluntarily by Purchaser or at the request of a third party that is not required by Environmental Law.

"Resolution Period" has the meaning set forth in Section 2.10(c).

"Retained Businesses" has the meaning set forth in the definition of "Business".

"Retained Facilities" means the manufacturing, office, research and development, and warehouse facilities owned, leased or operated by Seller Parent or any of its Affiliates, other than the Facilities.

"Retained Intercompany Payables" has the meaning set forth in Section 2.6(e).

"Retained Liabilities" has the meaning set forth in Section 2.6.

"Retained Names" means the Trademarks set forth in Section 1.1(I) of the Seller Disclosure Letter (including the Hospira Marks), and any Trademarks related thereto or containing or comprising any of the foregoing, including any Trademarks derivative thereof or confusingly similar thereto, or any telephone numbers or other alphanumeric addresses or mnemonics containing any of the foregoing. For clarity, Retained Names shall not include the MedNet Rights.

"Retained Subsidiaries" means any Subsidiary of Seller Parent, other than the Conveyed Subsidiaries and their Subsidiaries.

"Reverse Termination Fee" has the meaning set forth in Section 9.2(d).

"Review Period" has the meaning set forth in Section 2.10(b).

"Rocky Mount Facility" means the facility located at Highway 301 North, Rocky Mount, North Carolina 27801.

"Safety Notices" has the meaning set forth in Section 4.10(d).

"Sale" has the meaning set forth in Section 2.7.

"Sale Process" means all matters, whether occurring before or after the date of this Agreement, relating to the sale of the Business and all activities in connection therewith, including matters relating to (i) the solicitation of proposals from third parties in connection with the sale of the Business or (ii) the drafting, negotiation or interpretation of any of the provisions of this Agreement or the Ancillary Agreements, or the determination of the allocation of any assets or Liabilities pursuant to the foregoing agreements or the transactions contemplated thereby.

"Sanctions" means economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by (i) the United States (including, without limitation, the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. Department of Commerce, the U.S. Department of State and any other agency of the U.S. government), (ii) the United Nations Security Council, (iii) the European Union, (iv) the United Kingdom or (v) any other jurisdiction with a sanctions or trade embargo regime; and/or (vi) the respective governmental institutions of any of the foregoing.

"Sarbanes-Oxley Act" means the Sarbanes-Oxley Act of 2002, as amended, and the rules and regulations promulgated thereunder.

"SEC" means the United States Securities and Exchange Commission.

"SEC Reports" has the meaning set forth in Section 5.13(a).

"Securities Act" means the Securities Act of 1933, as amended.

"Seller Account" means the bank account or accounts specified by Seller Parent in writing to Purchaser at least three (3) Business Days before the Closing Date.

"Seller Disclosure Letter" means the disclosure letter that Seller Parent has delivered to Purchaser as of the date of this Agreement.

"Seller Fundamental Representations" has the meaning set forth in Section 7.5.

"Seller Indemnified Parties" has the meaning set forth in Section 7.2(a).

"Seller Parent" has the meaning set forth in the preamble of this Agreement.

"Seller Parent 401(k) Plan" has the meaning set forth in Section 6.7(i).

"Seller Parent Guarantees" means all obligations of any Seller (other than the Conveyed Subsidiaries and their Subsidiaries) under any Contract, instrument or other commitment, obligation or arrangement (other than Seller Parent LCs) or other obligation in existence as of the Closing Date to the extent relating to the Business for which any Seller is or may be liable, as guarantor, original tenant, primary obligor, a Person required to provide financial support or collateral in any form whatsoever, or otherwise (including by reason of performance guarantees), in each case as set forth in Section 1.1(J) of the Seller Disclosure Letter and copies thereof delivered to Purchaser at least five (5) Business Days prior to the Closing.

"Seller Parent LCs" has the meaning set forth in Section 6.17(c).

"Seller Parties" has the meaning set forth in Section 9.2(d).

"Seller Prohibited Activities" has the meaning set forth in Section 6.15(a).

"Seller Software" has the meaning set forth in Section 4.13(m).

"Seller Software Products" has the meaning set forth in Section 4.13(l).

"Seller Transaction Expenses" means all expenses of the Sellers and any Conveyed Subsidiaries (or any Subsidiary thereof) incurred or to be incurred prior to and through the Closing in connection with the negotiation, preparation and execution of this Agreement and the consummation of the transactions contemplated hereby and the Closing as well as any expenses of Seller Parent and its Affiliates incurred in connection with any Sale Process with other prospective buyers or any alternative liquidity event considered by Seller Parent with respect to the Business, including (a) out-of-pocket costs, fees and disbursements of financial advisors, attorneys, accountants and other advisors and service providers, (b) transaction bonuses, retention payments (including those set forth on Schedule 3 hereto) and any other change-of-control or similar payments payable solely as a result of the consummation of the transactions contemplated by this Agreement, (c) any associated Taxes required to be paid by the Sellers or any Conveyed Subsidiaries (or any of their respective Subsidiaries) or Purchaser or its Affiliates with respect to the payments in subclause (b), and (d) payments or other amounts paid or required to be paid to third parties in connection with obtaining any consent, waiver or approval required to be obtained in connection with the consummation of the transactions contemplated hereby or thereby (to the extent that Seller Parent is responsible for the payment thereof), in each case, payable by any Seller or its Affiliates, including the Conveyed Subsidiaries (or any of their respective Subsidiaries) (prior to and through and including the Closing) pursuant to Section 10.9 and which have not been paid as of the Closing, excluding any expenses that Purchaser or any of its Affiliates assumes or agrees to reimburse pursuant to this Agreement or any Ancillary Agreement.

"Sellers" means Seller Parent, the Share Sellers and the Asset Sellers.

"Share Cap" has the meaning set forth in the definition of "Share Consideration."

"Share Consideration" means 3,200,000 shares of Purchaser Common Stock; provided, that if such number of shares shall equal or exceed twenty percent (20%) of the total number of shares of Purchaser Common Stock issued and outstanding immediately prior to the Closing (the "Share Cap"), then such number of shares paid at Closing shall be reduced by the number of such shares that exceed the Share Cap (for purposes of this calculation, rounded up to the nearest whole share) and Purchaser shall notify Seller Parent in writing at least three (3) Business Days prior to the Closing of any such adjustment.

"Shared Contract" means any Contract, sales order, purchase order, instrument or other commitment, obligation or arrangement entered into prior to the Closing which is between Seller Parent or any of its Affiliates, on the one hand, and one or more third parties, on the other hand, that inures to the benefit or burden of the Business and to any Retained Business.

"Shared Contractual Liabilities" means Liabilities in respect of Shared Contracts.

"Shareholders Agreement" has the meaning set forth in Section 6.18(b).

"Share Reduction Amount" means (a) zero dollars or (b) only if Purchaser shall have exercised the option to reduce the Share Consideration as provided for in the definition of Share Consideration, an amount equal to $124.70 *multiplied* by the number of shares (for purposes of this calculation, rounded up to the nearest whole share) of Purchaser Common Stock reduced pursuant to such option.

"Share Sellers" means those entities set forth in Section 1.1(K) of the Seller Disclosure Letter, as such Section may be amended by Seller Parent with prior written notice to Purchaser, provided, that (i) any such notice shall be delivered to Purchaser at least five (5) Business Days prior to the Closing, and (ii) any Persons included in such amended Section shall be wholly-owned Subsidiaries of Seller Parent.

"Shares" has the meaning set forth in the recitals to this Agreement.

"Shrink-Wrap License" means a generally and commercially available non-exclusive license, having standardized terms delivered in any manner, including through online click through assent or through an install shield, granting end users the right to use.

"Significant Subsidiary" of a Person will mean any "significant subsidiary" of such Person, as defined in Rule 1-02(w) of SEC Regulation S-X.

"Software" has the meaning set forth in the definition of "Intellectual Property."

"Solutions Products" means IV infusion therapy solutions products, nutrition products (including trace elements, TPN electrolytes and multi-vitamin products) and irrigation solutions products set forth on Section 1.1(L) of the Seller Disclosure Letter, which are researched, manufactured, used, marketed, commercialized, distributed or sold by Seller Parent and its applicable Affiliates and/or for which any Seller holds a past or current Product Registration (whether or not currently researched, manufactured, used, marketed, commercialized, distributed or sold). For the avoidance of doubt, Solutions Products do not include the ADD-Vantage system or its connector, vial or diluent bag or any hazardous drug handling system for Medicated Infusion Therapy Solutions.

"Solvent" means, with respect to any Person, that, as of any date of determination, (a) the amount of the "fair saleable value" of the assets of such Person on a going concern basis will, as of such date, exceed (i) the value of all "liabilities of such Person, including contingent and other liabilities" as of such date, as such quoted terms are generally determined in accordance with applicable United States federal Laws governing determinations of the insolvency of debtors and (ii) the amount that will be required to pay the probable liabilities of such Person on its existing debts (including contingent liabilities) as such debts become absolute and matured, (b) such Person will not have, as of such date, an unreasonably small amount of capital for the operation of the businesses in which it is engaged or

proposed to be engaged following such date and (c) such Person will be able to pay its liabilities, including contingent and other liabilities, as they mature. For purposes of this definition, each of the phrases "not have an unreasonably small amount of capital for the operation of the businesses in which it is engaged or proposed to be engaged" and "able to pay its liabilities, including contingent and other liabilities, as they mature" means that such Person will be able to generate enough cash from operations, asset dispositions or refinancing, or a combination thereof, to meet its obligations as they become due.

"Straddle Period" has the meaning set forth in Section 6.6(a).

"Subsidiary" means an entity as to which Seller Parent or Purchaser or any other relevant entity, as the case may be, owns directly or indirectly fifty percent (50%) or more of the voting power or other similar interests. Any Person which comes within this definition as of the date of this Agreement but thereafter fails to meet such definition shall from and after such time not be deemed to be a Subsidiary of Seller Parent or Purchaser or any other relevant entity, as the case may be. Similarly, any Person which does not come within such definition as of the date of this Agreement but which thereafter meets such definition shall from and after such time be deemed to be a Subsidiary of Seller Parent or Purchaser or any other relevant entity, as the case may be.

"Substitute Financing" has the meaning set forth in Section 6.28(a).

"Target Working Capital" means $351,109,339.00.

"Tax Claim" has the meaning set forth in Section 6.6(f)(i).

"Tax Indemnified Party" has the meaning set forth in Section 6.6(e)(iv).

"Tax Indemnifying Party" has the meaning set forth in Section 6.6(e)(iv).

"Tax Return" means any return, report, declaration, information return, statement or other document filed or required to be filed with any Taxing Authority, in connection with the determination, assessment or collection of any Tax or the administration of any Laws relating to any Tax.

"Taxes" means all federal, state, county, local or foreign taxes, charges, duties, fees, levies or other similar assessments, including income, gross receipts, excise, property, production, inventory, sales or use, value added, profits, license, withholding (with respect to compensation or otherwise), payroll, employment, net worth, capital gains, transfer, real property transfer, stamp, social security, environmental, occupation and franchise taxes, or other taxes, imposed by any Governmental Authority, and including any interest, penalties and additions attributable thereto.

"Taxing Authority" means any Governmental Authority exercising any authority to impose, regulate or administer the imposition, assessment, determination, or collection of, Taxes.

"TCA" has the meaning set forth in Section 4.16(o).

"Third Party Claim" has the meaning set forth in Section 7.3(a).

"Trademarks" has the meaning set forth in the definition of "Intellectual Property".

"Transfer Taxes" means any federal, state, county, local, foreign and other sales, use, transfer, conveyance, documentary transfer, stamp, recording, business, commodities, registration or other similar Tax (including any notarial fee, controlling interest transfer Tax, and all applicable real estate transfer Taxes, but not including VAT) imposed in connection with, or otherwise relating to, the transactions contemplated by this Agreement or the recording of any sale, transfer or assignment of property (or any interest therein) effected pursuant to this Agreement; provided, that such Transfer Taxes shall not include any Taxes arising prior to the Closing as a result of the Internal Restructurings or any of the transactions contemplated in Section 2.4(b) or Section 6.2(c). For the avoidance of doubt, any capital gains Tax, including any non-resident capital gains Tax, shall not be treated as a Transfer Tax.

"Transferred Employee" means a Business Employee (i) who continues or commences employment with Purchaser or any of its Affiliates (including following the Closing, a Conveyed Subsidiary or one of its Subsidiaries) as of 12:01 a.m. (local time wherever applicable) on the Closing Date by acceptance of Purchaser's or one of its Affiliates' offer of employment pursuant to Section 6.7(a), or (ii) whose employment, as a matter of law, automatically continues with Purchaser or any of its Affiliates (including following the Closing, a Conveyed Subsidiary or one of its Subsidiaries).

"Transitional Services Agreement" has the meaning set forth in Section 6.18(a).

"Transition Team" has the meaning set forth in Section 6.5(b).

"Treasury Regulations" shall mean the Treasury Regulations promulgated pursuant to the Code, as amended from time to time, including the corresponding provisions of any successor regulations.

"UK Bribery Act" means the UK Bribery Act 2010, as amended, and any rules and regulations thereunder.

"VAT" means value added tax imposed in any member state of the European Union pursuant to the VAT Directive, any other sales or turnover tax of a similar nature imposed in any country that is not a member of the European Union or any tax of a similar nature which may be substituted for or levied in addition to it.

"VAT Directive" means EC Council Directive 2006/112/EC of 28 November 2006 on the common system of value added tax and national legislation implementing that Directive or any predecessor to it or supplemental to that Directive.

"Viruses" has the meaning set forth in Section 4.13(l).

"WARN" means the Worker Adjustment and Retraining Notification Act of 1988, as amended.

"Working Capital" means the amount equal to (a) the current assets of the Business, including the Conveyed Subsidiaries, excluding any Cash and Cash Equivalents, Excluded Assets and Income Tax assets, *minus* (b) the current liabilities of the Business, including the Conveyed Subsidiaries, excluding any Retained Liabilities, Indebtedness and Income Tax Liabilities, in each case as specified on Schedule 2 hereto and determined on a consolidated basis as calculated in accordance with the Accounting Principles, as of a specified date and time.

Section 1.2 Other Definitional Provisions

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(a) The words "hereof," "herein," "hereto" and "hereunder" and words of similar import refers to this Agreement as a whole, including all Annexes, Exhibits, and Schedules, and not to any particular provision of this Agreement and the words "date hereof" refers to the date of this Agreement.

(b) The terms defined in the singular have a comparable meaning when used in the plural, and vice versa.

(c) The terms "dollars" and "$" mean United States of America dollars.

(d) Wherever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation".

(e) When a reference is made in this Agreement to an Article, a Section, an Annex, an Exhibit or a Schedule, such reference shall be to an Article of, a Section of, or an Annex, an Exhibit or a Schedule to, this Agreement unless otherwise indicated.

(f) Any Law defined or referred to in this Agreement or in any agreement or instrument that is referred to herein means such Law as from time to time amended, modified or supplemented, including (in the case of statutes) by succession of comparable successor Laws and the related regulations and published interpretations thereof; provided, that, for purposes of any of the representations or warranties contained in this Agreement that are made as of a specific date or dates, references to any Law shall be deemed to refer to such Law, as amended, modified and/or supplemented and to regulations thereunder, and published interpretations thereof, in each case as of such specified date or dates.

(g) Any reference to "writing" or comparable expressions includes a reference to facsimile transmission, email or comparable means of communication.

(h) Where used with respect to information, the phrases "delivered" or "made available" means that the information referred to has been physically or electronically delivered to the relevant parties or their respective Representatives including, in the case of "made available" to Purchaser, material that has been posted in the "data room" (virtual or otherwise) established by Seller Parent at least three (3) Business Days prior to the date hereof and has remained available to Purchaser through the Closing.

(i) Reference to "day" or "days" are to calendar days.

(j) When calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded. If the last day of such period is a non-Business Day, the period in question shall end on the next succeeding Business Day.

(k) An item arising with respect to a specific representation or warranty shall be deemed to be "reflected on" or "set forth in" a balance sheet or financial statements, to the extent any such phrase appears in such representation or warranty, if (i) such item is otherwise specifically identified and set forth on the balance sheet or financial statements or (ii) such item is reflected on the balance sheet or financial statements and is specifically identified and set forth in the notes thereto.

ARTICLE II

PURCHASE AND SALE

Section 2.1 Purchase and Sale of Shares of the Conveyed Subsidiaries.

Upon the terms and subject to the conditions set forth herein, at the Closing, Seller Parent shall cause the Share Sellers to sell to Purchaser and the applicable Purchaser Designated Affiliates, and Purchaser and such Purchaser Designated Affiliates shall purchase from the Share Sellers, free and clear of all Liens, other than applicable restrictions arising under securities Laws, the Shares.

Section 2.2 Purchase and Sale of Assets of Seller Parent and the Asset Sellers.

Upon the terms and subject to the conditions set forth herein, at the Closing, Seller Parent shall, and shall cause each Asset Seller to, sell, convey, assign and transfer to Purchaser or the applicable Purchaser Designated Affiliate, and Purchaser and each applicable Purchaser Designated Affiliate shall purchase, acquire and accept from Seller Parent and each Asset Seller, free and clear of all Liens, other than Permitted Liens, all of Seller Parent's and such Asset Seller's right, title and interest as of the Closing in (i) all assets, properties and rights Related to the Business (except, for all purposes of this Section 2.2, as such "Related to" standard is modified by reference to a different standard (e.g., "solely" or "exclusively") or by reference to that which are limited to the items set forth on a schedule, in each case, in the categorical identification of assets set forth in clauses (a) through (t) of this Section 2.2), or specifically included pursuant to one or more of the clauses below in this Section 2.2 in connection with the Business, tangible and intangible, real, personal and mixed, whether or not specifically referred to herein or in any instrument or conveyance delivered pursuant hereto, and whether or not any of such assets have any value for any accounting purpose or are carried or reflected on or referred to in the Historical Financial Statements, which include the assets, properties and rights described in the following clauses (a) through

(s) to the extent not held by any Conveyed Subsidiary, except to the extent disposed of or decreased in compliance with this Agreement since the date hereof and (ii) the assets, properties and rights acquired by Seller Parent and such Asset Seller for use in the Business that are Related to the Business in compliance with this Agreement after the date hereof and prior to the Closing (subject to any decreases or dispositions of Inventory as may occur prior to the Closing in the ordinary course of business in compliance with this Agreement) and, in each case, except as expressly provided otherwise herein and except for the Excluded Assets, the Company Plans, the Retained Businesses, and the Intellectual Property owned by Seller Parent or any of its Affiliates (except to the extent specifically included pursuant to Section 2.2(f)) (collectively, the "Purchased Assets"):

a. the real property owned in fee by the Sellers that is set forth in Section 4.14(a) of the Seller Disclosure Letter;

b. the leasehold interests, including any prepaid rent, security deposits and options to renew or purchase in connection therewith, of the Leased Real Property and the Real Property Leases that are set forth in Section 4.14(b) of the Seller Disclosure Letter;

c. the owned and leased furniture, equipment, vehicles, fixtures, machinery, supplies, spare parts, tools, dies, molds, test stations, designs, tangible personal property, "back office", overhead, general and administrative and other tangible property located at each Facility (for the avoidance of doubt, excluding Excluded Assets) and personal computers and vehicles used by the Transferred Employees (primarily in respect of the Business) (collectively, the "Equipment") and leases relating to such Equipment so leased by the Sellers (the "Equipment Leases"), provided, that the expense of removing any Excluded Asset from a Facility shall be borne solely by Sellers;

d. Contracts, sales orders, purchase orders, instruments and other commitments, obligations and arrangements to which a Seller is a party or by which any of the Purchased Assets or Assumed Liabilities is subject (in each case, other than (i) Shared Contracts, which shall be subject to Section 6.26, and (ii) any Contract that would be included in clause (t) of this Section 2.2), in each case Relating to the Business (excluding Contracts, sales orders, purchase orders, instruments and other commitments, obligations and arrangements relating to the Excluded Assets) including those set forth in Section 2.2(d) of the Seller Disclosure Letter;

e. Inventory held by the Asset Sellers or any other Affiliates of Seller Parent (not including any Inventory owned by third-party suppliers or distributors);

f. all Business IP and MedNet Rights, including the right to sue for, collect, and recover damages for past infringement of the Business IP and MedNet Rights whether such infringement occurs before or after issuance of such Business IP and MedNet Rights;

g. Registration Information (including in relation to pending applications for Product Registrations and Manufacturing Registrations) owned and used in connection with Products or licensed by the Sellers for use in connection with Products;

h. Governmental Authorizations, including any Product Registrations, Manufacturing Registrations and Environmental Permits, owned, used or licensed (subject to the terms of such licenses) by the Sellers Relating to the Business;

i. all customer and vendor lists, and business and financial records, books, and documents, to the extent any of the foregoing are used as of the Closing in the Business and relate to such customers and vendors of the Business (provided, that the Sellers may retain one (1) copy of each of the foregoing pursuant to Section 6.10 and may remove or redact the names of any customers or vendors from such lists to the extent such customers or vendors relate solely to the Retained Businesses);

j. Accounts Receivable arising from or after the Closing;

k. to the extent legally transferable, all third-party warranties, indemnities and guarantees in relation to any of the equipment, Inventory and personal property and other Purchased Assets described in this Section 2.2;

l. the goodwill of the Business;

m. subject to Section 6.18, all advertising, marketing, sales and promotional materials Relating to the Business;

n. any rights and claims of Seller Parent under any confidentiality agreement, to the extent related to the Business, entered into by Seller Parent or one of its Affiliates with third Persons regarding the Sale Process;

o. the amount of, and all rights to, any property insurance proceeds received by the Sellers after the date hereof in respect of the loss, destruction or condemnation of any Purchased Assets occurring prior to or after the Closing that have not been credited to Purchaser at the Closing;

p. the corporate books and records (including Tax Returns other than any Consolidated Tax Return that includes any Affiliate of Seller Parent that is not a Conveyed Subsidiary (or Subsidiary thereof), customer and vendor lists, business and financial records, books and documents) of the Conveyed Subsidiaries and their Subsidiaries and Business Employee records (including learning records, performance appraisals, training, and certifications);

q. all claims, defenses and rights of offset or counterclaim (at any time or in any manner arising or existing, whether choate or inchoate, known or unknown, contingent or non-contingent) to the extent related to or arising from any of the Purchased Assets, Assumed Liabilities or the Business;

r. the assets set forth in Section 2.2(r) of the Seller Disclosure Letter;

s. the rights and benefits under the Shared Contracts to the extent allocated or assigned to Purchaser or a Purchaser Designated Affiliate pursuant to Section 6.26 (including pursuant to any pass-through or alternative arrangement entered into by the Parties thereunder); and

t. the IT assets owned and used by Seller Parent following the Closing in the services provided by Seller Parent or its Subsidiaries for the benefit of Purchaser or Purchaser Designated Affiliates pursuant to and in accordance with the terms of the Transitional Services Agreement, which, to the extent that such IT assets are owned and no longer used or held for use by Seller Parent and its Subsidiaries in the Retained Businesses, and Purchaser has requested in writing that such IT assets be transferred to Purchaser pursuant to and in accordance with the terms of the Transitional Services Agreement, shall each be deemed a "Purchased Asset" for purposes of this Agreement upon such transfer to Purchaser or a Purchaser Designated Affiliate.

Section 2.3 Consents.

a. Notwithstanding any other provision of this Agreement, this Agreement and the Local Implementing Agreements shall not constitute the sale, conveyance, assignment, assumption, transfer or delivery, direct or indirect, of any interest in any Purchased Asset or asset of any Conveyed Subsidiary (or any Subsidiary thereof) or any claim or right or any benefit arising thereunder or resulting therefrom if such sale, conveyance, assignment, assumption, transfer or delivery, without the consent or approval of any Person (including consents or approvals of any Governmental Authorities but excluding consents or approvals from the Sellers) or the notification, information and/or consultation with any employee representatives, works councils or health and safety committees, when such notification, information and/or consultation is required or otherwise, (i) would constitute a breach or other contravention of the rights of such Person, (ii) would be ineffective under, or contravene, applicable Law or (iii) would in any way materially and adversely affect the contractual rights of the Sellers, or upon transfer, Purchaser or the applicable Purchaser Designated Affiliate; provided, however, to the extent permitted under applicable Law, the Parties shall treat Purchaser and the Purchaser Designated Affiliates, as the case may be, as the owner of such Purchased Asset or asset of such Conveyed Subsidiary (or Subsidiary thereof) as of the Closing Date for all purposes (including Tax purposes). In such case, the sale, conveyance, assignment, transfer or delivery of such interest, asset, claim, right or benefit shall be effective once the applicable consents are obtained, notifications are made or employee representatives, works councils or health and safety committees have been duly notified, informed and/or consulted under applicable local Law.

b. If any such consent, notification or approval referred to in Section 2.3(a) is not obtained prior to the Closing (for the avoidance of doubt, other than the consents or approvals set forth in Annex C hereto, the receipt of which shall remain a condition to the Closing), the Closing shall nonetheless take place, and thereafter each of the Sellers and Purchaser and the Purchaser Designated Affiliates will (i) use commercially reasonable efforts to obtain all necessary consents or approvals for such sale, conveyance, assignment, assumption, transfer or delivery thereof, and (ii) cooperate, upon written request of Purchaser, in endeavoring to obtain for Purchaser and the applicable Purchaser Designated Affiliates (50% of any such costs shall be borne or reimbursed by Purchaser), an arrangement (including subleasing, sublicensing or subcontracting) to provide for Purchaser or such Purchaser Designated Affiliates substantially equivalent economic and operational claims, rights and benefits and

liabilities of use thereof (subject, however, to the express provision of cost bearing by any Seller under any of the Ancillary Agreements), and the Sellers shall continue to perform their obligations and comply with the terms thereunder, upon the direction of Purchaser, in all material respects in the ordinary course of business consistent with past practice and taking into account the transactions contemplated by this Agreement; provided, that, to the extent, and only to the extent, Purchaser is able to receive substantially equivalent economic and operational claims, rights and benefits under any such arrangement and underlying Purchased Asset or asset of a Conveyed Subsidiary (or any Subsidiary thereof), Purchaser shall indemnify the Sellers in respect of all third-party Liabilities of the Sellers in respect of each such arrangement and underlying Purchased Asset or asset of such Conveyed Subsidiary thereof other than Liabilities arising out of the breach of this Agreement by the Sellers, for which breach Seller Parent will indemnify Purchaser and its Affiliates. Upon obtaining the requisite consents thereto, such Purchased Asset or asset of such Conveyed Subsidiary (or Subsidiary thereof), shall be promptly transferred and assigned to, and accepted and assumed by, Purchaser and the applicable Purchaser Designated Affiliates hereunder at no additional cost. Seller Parent shall hold in trust for and pay to Purchaser as promptly as practicable upon receipt thereof, all income, proceeds and other monies received by any Seller or any of its Affiliates in connection with the arrangements under this Section 2.3. If the requisite consents have not been received by the date that is one (1) year after the Closing Date, Purchaser may, by delivery of written notice to Seller Parent, request that the Parties expeditiously identify alternative means or structures by which any remaining Purchased Assets (and/or the benefits thereof) may be transferred to Purchaser, and Seller Parent shall effect such transfer by such alternative means or structure that Seller Parent and Purchaser shall have mutually agreed upon, to the extent such Purchased Assets are legally transferable by such alternative means or structure. For the avoidance of doubt, the obligations of the Parties pursuant to Section 6.4 shall not be affected by this Section 2.3(b).

Section 2.4 Excluded Assets of the Business.

a. Notwithstanding any provision in this Agreement, Purchaser and the Purchaser Designated Affiliates are not purchasing any of the following (the "Excluded Assets"):

i. all assets constituting ownership interests in or that are used or held for use in, the Retained Businesses but are not assets Related to the Business;

ii. Cash and Cash Equivalents of the Asset Sellers (except to the extent reflected in the calculation of the Final Net Cash pursuant to Section 2.10);

iii. Cash and Cash Equivalents of the Conveyed Subsidiaries and their Subsidiaries (except to the extent retained by the Conveyed Subsidiaries or their Subsidiaries at the Closing and reflected in the calculation of the Final Net Cash pursuant to Section 2.10);

iv. Accounts Receivable arising prior to the Closing (including any such Accounts Receivable held by Conveyed Subsidiaries);

v. intercompany receivables in respect of the Business that are due and owing to any Seller from Seller Parent or any of its other Affiliates (other than the Conveyed Subsidiaries and their Subsidiaries);

vi. all Tax losses, Tax loss carry forwards and carrybacks and other Tax assets and attributes of the Asset Sellers, including all refunds, credits, offsets or other similar benefits with respect to Taxes of the Asset Sellers for a Pre-Closing Tax Period, whether or not the foregoing is derived from the Business and whether or not the foregoing exists prior to the Closing, and except to the extent such Tax assets become the property of Purchaser by operation of Law;

vii. the corporate books and records (including Tax Returns, customer and vendor lists, and business and financial records, books and documents) of the Sellers to the extent not related to the Business;

viii. except as set forth in Section 2.2 and subject to Section 6.22, all current and prior insurance policies of the Sellers (other than those relating solely to the Conveyed Subsidiaries and their Subsidiaries) and all rights of any nature with respect thereto, including all insurance recoveries thereunder and rights to assert claims with respect to any such insurance recoveries;

ix. except as expressly set forth herein, all assets of any Plan or Foreign Plan;

x. the Retained Names and all other Intellectual Property that is not Business IP (including Intellectual Property that shall be licensed to Purchaser under the Intellectual Property License Agreement);

xi. all legal and beneficial interest in the share capital, equity interest or assets of any Person other than the Conveyed Subsidiaries (and their Subsidiaries);

xii. any legal or beneficial interest in all inventory other than the Inventory being transferred hereunder, including all Inventory located at the Rocky Mount Facility, except for finished goods inventory used or held for use in the Business as of the Closing;

xiii. any legal or beneficial interest in (A) the Retained Facilities and any tangible personal property and other tangible property located at such Retained Facilities, other than finished goods inventory used or held for use in the Business and located at the Rocky Mount Facility as of Closing and (B) the Equipment and Equipment Leases and computer hardware set forth in Section 2.4(a)(xiii)(B) of the Seller Disclosure Letter;

xiv. the rights and benefits under the Shared Contracts to the extent allocated or assigned to Seller Parent pursuant to Section 6.26 (including pursuant to any pass-through or alternative arrangement entered into by the Parties thereunder);

xv. all corporate-level services (but not the assets related to such services to the extent such assets are Purchased Assets) of the type currently provided to the Business by the Sellers or any of their respective Affiliates;

xvi. any legal or beneficial interest in any assets, properties or rights of any Person that are not Related to the Business, including all assets, properties and rights constituting ownership interests in, or that are used, or held for use in, the Retained Businesses;

xvii. all rights of the Sellers under this Agreement or the Ancillary Agreements and any documents delivered or received in connection herewith or therewith;

xviii. any prepaid insurance relating to the Business, including held by the Conveyed Subsidiaries; and

xix. the assets set forth in Section 2.4(a)(xix) of the Seller Disclosure Letter.

b. Notwithstanding anything herein to the contrary, prior to the Closing, Seller Parent may take (or cause one or more of its Affiliates to take), at its sole cost and expense, such action as is necessary or advisable to transfer, effective as of, or prior to, the Closing Date, the Excluded Assets from the Conveyed Subsidiaries and their Subsidiaries (and, if needed, from the Asset Sellers) to Seller Parent or one or more of its Affiliates for such consideration or for no consideration, as may be determined by Seller Parent in its sole discretion, but in compliance with all applicable Laws and as would not result in, solely by reason of the actions described in this Section 2.4(b), any impairment to the Purchased Assets or the Business other than any immaterial impairment.

Section 2.5 Assumption of Certain Obligations of the Business. Upon the terms and subject to the conditions of this Agreement, Purchaser agrees, effective at the Closing, to (i) assume and, subject to Article VII, to satisfy and discharge any and all Liabilities of the Sellers or any of their Affiliates, to the extent relating to, resulting from, or arising out of, the past, present or future operation or conduct of the Business or ownership or use of the Purchased Assets or the Shares, whether arising prior to, on or after the Closing, and whether accrued or unaccrued, fixed, known or unknown, absolute or contingent, matured or unmatured or determined or determinable as of the Closing Date, other than the Excluded Assets, Retained Liabilities and the Retained Businesses and (ii) without limiting the applicable provision of Article VII, cause the Conveyed Subsidiaries and their Subsidiaries to satisfy and discharge their respective Liabilities (all of the foregoing Liabilities being collectively referred to herein as, the "Assumed Liabilities"). Assumed Liabilities shall include the following:

a. all Liabilities assumed by, retained by or agreed to be performed by Purchaser or its Affiliates (including the Conveyed Subsidiaries) pursuant to the terms of this Agreement or any Ancillary Agreement;

b. except with respect to the Liabilities set forth on Section 2.6(k) of the Seller Disclosure Letter, all Liabilities in respect of any pending or threatened Action, whether class, individual or otherwise in nature, in law or in equity, whether or not presently asserted, arising out of, or to the extent Relating to the Business or the operation or conduct of the Business at any time;

c. all Liabilities for Taxes in Section 6.6(e)(ii) of the Conveyed Subsidiaries and their Subsidiaries and all other Liabilities for Taxes relating to the Purchased Assets or the Business with respect to a Post-Closing Tax Period, except for such Liabilities for Taxes which are borne by the Sellers or any of their Affiliates pursuant to Section 6.6(e)(i);

d. all Liabilities, including all Actions commenced or otherwise made prior to, on or after the Closing, arising from the design, manufacture, testing, marketing, distribution, use, or sale of Products prior to, on or after the Closing, including warranty obligations and irrespective of the legal theory asserted;

e. all Liabilities to suppliers for materials and services Relating to the Business ordered in the ordinary course of business consistent with past practice prior to the Closing, including those scheduled to be delivered or provided thereafter, and all Liabilities to customers under purchase orders for Products that have not yet been shipped at the Closing, other than any Accounts Payable arising prior to the Closing;

f. Accounts Payable arising from and after the Closing;

g. all Liabilities arising prior to, on or after the Closing under any Contracts, sales orders, purchase orders, instruments or other commitments, obligations or arrangements that are assigned to Purchaser or a Purchaser Designated Affiliate pursuant to Sections 2.1, 2.2 or 2.3 at or subsequent to the Closing Date, other than any Shared Contractual Liabilities allocated or assigned to Seller Parent pursuant to Section 6.26 (including pursuant to any pass-through or alternative arrangement entered into by the Parties thereunder);

h. all Liabilities with respect to Products returned prior to or after the Closing;

i. all Environmental Liabilities of any nature whatsoever, whether arising prior to or after the Closing, to the extent arising out of or Relating to the Business, or the leasing, ownership or operation of the Facilities or the Real Property;

j. all Liabilities transferred to Purchaser and the Purchaser Designated Affiliates pursuant to Section 6.7;

k. all intercompany Liabilities (other than Retained Intercompany Payables) solely between the Conveyed Subsidiaries (or Subsidiaries thereof);

l. Liabilities arising out of Seller Parent Guarantees that remain outstanding after the Closing Date;

m. Shared Contractual Liabilities allocated or assigned to Purchaser pursuant to Section 6.26 (including pursuant to any pass-through or alternative arrangement entered into by the Parties thereunder);

n. all (i) Indebtedness, as of the Closing, of the Conveyed Subsidiaries (and any of their Subsidiaries) to the extent included in the calculation of Final Net Cash pursuant to Section 2.10, and (ii) amounts, as of the Closing, for balance sheet line items constituting "non-current other liabilities" and set forth on the Balance Sheet Statement, not to exceed $15,000,000 in the aggregate; and

o. all other Liabilities arising prior to or after the Closing relating to the Business, ownership or operation of the Purchased Assets or the Conveyed Subsidiaries (or their Subsidiaries), including to any Governmental Authority and fees arising from or related to any Business IP.

Section 2.6 Retained Liabilities of the Business. Except in each case as otherwise expressly provided in this Agreement, none of Purchaser and any of its Affiliates shall be a successor to Sellers or their Affiliates with respect to, and shall not assume or agree to pay, perform or otherwise discharge, nor shall they be or become responsible for, any Liabilities of Sellers other than the Assumed Liabilities (such Liabilities other than the Assumed Liabilities, the "Retained Liabilities"). Without limiting the generality of the foregoing, none of Purchaser and any of its Affiliates assumes or agrees to pay, perform or otherwise discharge the Liabilities of Sellers or any of their Affiliates arising out of or relating to the following:

a. Liabilities for which any Seller has responsibility pursuant to the terms of this Agreement or any Ancillary Agreement;

b. Liabilities of Sellers or their Affiliates arising prior to the Closing, except for the Assumed Liabilities;

c. Liabilities of Sellers or their Affiliates to the extent related to or arising out of the Excluded Assets or the Retained Businesses (which, for the avoidance of doubt, shall not include any capital expenditures incurred to transfer any Purchased Assets from any Retained Facility to any Facility); and;

d. Accounts Payable arising prior to the Closing;

e. intercompany accounts payable in respect of the Business that are owing from any Seller and due to Seller Parent or any of its other Affiliates (other than the Conveyed Subsidiaries and their Subsidiaries) ("Retained Intercompany Payables");

f. Liabilities for Taxes relating to the Purchased Assets or the Business with respect to a Pre-Closing Tax Period, except as otherwise as provided in Section 6.6(e)(i);

g. all Indebtedness of Seller Parent and its Affiliates (other than Indebtedness of the Conveyed Subsidiaries and their Subsidiaries included in the calculation of Final Net Cash pursuant to Section 2.10);

h. Seller Transaction Expenses;

i. Shared Contractual Liabilities to the extent allocated or assigned to Seller Parent pursuant to Section 6.26 (including pursuant to any pass-through or alternative arrangement entered into by the Parties thereunder);

j. all Liabilities retained by the Sellers as provided in Section 6.7(d) and Section 6.19; and

k. Liabilities set forth in Section 2.6(k) of the Seller Disclosure Letter.

Section 2.7 Purchase Price. In consideration of the sale and transfer of the Shares and the Purchased Assets by the Sellers to Purchaser and the other transactions contemplated hereby (the "Sale"), Purchaser agrees to purchase (directly or through a Purchaser Designated Affiliate) from Seller Parent, or one or more of its designated Asset Sellers or Share Sellers, the Shares and the Purchased Assets and to assume the Assumed Liabilities owned by the applicable Sellers for the Final Purchase Price. Notwithstanding anything herein to the contrary, Purchaser and its Affiliates shall be entitled to deduct and withhold from all amounts payable pursuant to this Agreement such amounts as are required to be deducted and withheld under any applicable Law related to Taxes. To the extent that amounts are so deducted and withheld and paid over to the applicable Taxing Authority, such amounts shall be treated for all purposes of this Agreement as having been paid to the Person in respect of which such deduction and withholding was made. Purchaser shall provide Seller Parent with three (3) days advance written notice of any such Tax required to be deducted or withheld. Each Party hereby agrees to use its reasonable best efforts to mitigate the imposition of any withholding Taxes. Purchaser shall also notify Seller Parent in writing at least three (3) Business Days prior to the Closing of any Share Reduction Amount.

Section 2.8 Payments at Closing. At the Closing, Purchaser and/or its Affiliates shall pay to Seller Parent or Seller Parent's designee(s), on behalf of the Sellers, by wire transfer of immediately available funds to the Seller Account, the amount equal to: (a) the Cash Consideration, (b) either *plus* the amount by which the Estimated Working Capital exceeds the Target Working Capital or *minus* the amount by which the Target Working Capital exceeds the Estimated Working Capital, as applicable, (c) plus Estimated Net Cash (which may be a positive or negative number), (d) *plus* VAT due by Purchaser under Section 6.6(i), (e) *minus* the excess, if any, of the amount of Transfer Taxes paid by Purchaser over Purchaser's share of such Transfer Taxes under Section 6.6(h), and (f) *plus* the excess, if any, of the amount of Transfer Taxes paid by the Sellers over the Sellers' share of such Transfer Taxes under Section 6.6(h) (the aggregate amount referred to in clauses (a) through (f), collectively with the Share Consideration, the "Preliminary Purchase Price"). The Preliminary Purchase Price shall be subject to the post-Closing adjustment provisions of Section 2.10 and shall be allocated as described in Section 2.11.

Section 2.9 Estimated Closing Statement. No fewer than three (3) Business Days before the Closing Date, Seller Parent shall prepare and deliver to Purchaser the Estimated Closing Statement.

Section 2.10 Purchase Price Adjustment

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a. Within ninety (90) days after the Closing Date, Purchaser shall deliver to Seller Parent a statement setting forth, without duplication of any items, Purchaser's calculation as of 12:01 a.m. (New York time) on the Closing Date of the Working Capital, the Net Cash, VAT due by Purchaser under Section 6.6(i), the amount of Transfer Taxes payable by the Sellers and by Purchaser, the allocation of Transfer Taxes payable by the Sellers and by Purchaser under Section 6.6(h), and reasonable supporting schedules for the foregoing (the "Proposed Closing Statement"). The Proposed Closing Statement shall be unaudited but shall be prepared in good faith and applying the Accounting Principles, and on a basis consistent with the preparation of the Balance Sheet Statement.

b. During the sixty (60)-day period ("Review Period") following Seller Parent's receipt of the Proposed Closing Statement, (i) Seller Parent and its Representatives shall be permitted reasonable access during normal business hours to the working papers of Purchaser and its independent auditors used in the preparation of the Proposed Closing Statement (provided, that Seller Parent and its Representatives, including its independent auditors, have executed all release letters reasonably requested by Purchaser's independent auditors in connection therewith) and (ii) Seller Parent may dispute the amounts reflected on the line items of the Proposed Closing Statement (a "Disputed Item") on the basis that a Disputed Item does not reflect, or has not been made in a manner consistent with, the provisions of this Agreement; provided, however, Seller Parent shall notify Purchaser in writing of each Disputed Item, and specify the amount thereof in dispute and the specific basis therefor, within the Review Period. Any notice of Disputed Items shall (i) specify in reasonable detail the nature of any disagreement so asserted (with reasonable supporting documentation) and (ii) specify the amount that Seller Parent reasonably believes is the correct Working Capital or the Net Cash, based on the disagreements set forth in the notice of Disputed Items, including a reasonably detailed description of the adjustments applied to the Proposed Closing Statement in calculating such amount. Seller Parent shall be deemed to have agreed with all other items and amounts contained in the Proposed Closing Statement not so objected to in a notice of Disputed Items within the Review Period, and the failure by Seller Parent to provide a notice of Disputed Items to Purchaser within the Review Period will constitute Seller Parent's acceptance of all of the items in the Proposed Closing Statement and the Proposed Closing Statement shall be conclusive and binding upon the Parties as the Final Closing Statement at the end of the Review Period.

c. If a notice of Disputed Items shall be timely delivered pursuant to Section 2.10(b), Seller Parent and Purchaser shall, during the forty-five (45) days following the date of such delivery (the "Resolution Period"), negotiate in good faith to resolve the Disputed Items. During the Resolution Period, Purchaser and its Representatives (including its independent auditors) shall be permitted reasonable access during normal business hours to the working papers of Seller Parent and its independent auditors relating to the notice of Disputed Items (provided, that Purchaser and its Representatives, including its independent auditors, have executed all release letters reasonably requested

by Seller Parent's independent auditors in connection therewith). To the extent the Disputed Items are so resolved in writing within the Resolution Period, then the Proposed Closing Statement, as revised to incorporate such changes as have been agreed between Purchaser and Seller Parent, shall be conclusive and binding upon the Parties as the Final Closing Statement.

d. If during such Resolution Period the Parties are unable to reach agreement, Seller Parent and Purchaser shall refer all unresolved Disputed Items to the Independent Accountant. The Parties shall instruct the Independent Accountant to make a determination with respect to each unresolved Disputed Item within thirty (30) days after its engagement by Seller Parent and Purchaser to resolve such Disputed Items, which determination shall be made in accordance with the rules set forth in this Section 2.10. The Independent Accountant may conduct such proceedings as the Independent Accountant believes, in its sole discretion, will assist in the determination of the unresolved Disputed Items; provided, however, that, except as Seller Parent and Purchaser may otherwise agree, all communications between Seller Parent and Purchaser or any of their respective Representatives, on the one hand, and the Independent Accountant, on the other hand, will be in writing with copies simultaneously delivered to the non-communicating Party. The Independent Accountant shall make its determination solely (i) on the documentation submitted by, and presentations (any such documentation or presentation must be provided to the other Party prior to its submission or presentation to the Independent Accountant) made by Seller Parent and Purchaser, (ii) on the definitions of Preliminary Purchase Price, Working Capital, and Net Cash (and each of the defined terms used in each of those terms) and (iii) in accordance with the Accounting Principles. The Parties shall instruct the Independent Accountant to deliver to Seller Parent and Purchaser, within such thirty (30)-day period, a written report setting forth its adjustments, if any, to the Proposed Closing Statement and the calculations supporting such adjustments, and any such adjustments must be within the range of values established for such Disputed Item in the Proposed Closing Statement and the notice of Disputed Items delivered pursuant to Section 2.10(b). Such report shall be final, binding on the Parties and conclusive on Seller Parent and Purchaser, absent manifest errors, and enforceable in a court of law, effective as of the date the Independent Accountant's written determination is received by Seller Parent and Purchaser. Seller Parent and Purchaser shall each pay one-half (1/2) of all the costs incurred in connection with the engagement of the Independent Accountant. As used herein, "Final Working Capital" means (A) if no notice of Disputed Items with respect to the Working Capital is delivered by Seller Parent to Purchaser within the Review Period, the Working Capital as shown in the Proposed Closing Statement as prepared by Purchaser, or (B) if such a notice of Disputed Items with respect to the Working Capital is delivered by Seller Parent, either (x) the Working Capital as agreed to in writing by Seller Parent and Purchaser, or (y) the Working Capital as shown in the Independent Accountant's calculation delivered pursuant to this Section 2.10(d). As used herein, "Final Net Cash" means (1) if no notice of Disputed Items with respect to the Net Cash is delivered by Seller Parent to Purchaser within the Review Period, the Net Cash as shown in the Proposed Closing Statement as prepared by Purchaser, or (2) if such a notice of Disputed Items with respect to the Net Cash is delivered by Seller Parent, either (x) the Net Cash as agreed to in writing by Seller Parent and Purchaser, or (y) the Net Cash as shown in the Independent Accountant's calculation delivered pursuant to this Section 2.10(d). Seller Parent and Purchaser acknowledge that they have discussed their past contacts, if any, with the

Independent Accountant, and that neither Party shall have the right to object to the Independent Accountant's service in such role by reason of disclosed past contacts and conflicts of interest. If, before the Independent Accountant renders its determination with respect to the Disputed Items in accordance with this Section 2.10(d), (I) Seller Parent notifies Purchaser of its agreement with any items in the Proposed Closing Statement or (II) Purchaser notifies Seller Parent of its agreement with any Disputed Items, then in each case such items as so agreed will be conclusive and binding on the Parties immediately upon such notice.

e. Until the date on which the Proposed Closing Statement shall become final and binding on the Parties pursuant to Section 2.10(b) or Section 2.10(c), as applicable, Purchaser agrees that following the Closing it shall preserve the accounting books and records of the Business on which the Proposed Closing Statement is to be based and shall not take any actions with respect to such books and records that would obstruct, prevent or otherwise affect the procedures or the results of the procedures set forth in this Section 2.10(e) (including the Working Capital and the Net Cash). Without limiting the generality of the foregoing, no changes shall be made during such period in any reserve or other account existing as of the date of the Historical Financial Statements, except as a result of events occurring after the date of the Historical Financial Statements and, in such event, only in a manner consistent with the past practice of the Business using the same accounting principles, policies, procedures and methods (with consistent classifications, judgments, inclusions, exclusions and valuation and estimation methodologies used and applied by Seller Parent in the preparation of the Historical Financial Statements).

f. Until the date on which the Proposed Closing Statement shall become final and binding on the Parties pursuant to Section 2.10(c), Purchaser agrees that following the Closing it shall afford and cause to be afforded to Seller Parent and its Representatives, in connection with the Proposed Closing Statement and any adjustment to the Preliminary Purchase Price contemplated by this Section 2.10(f), access upon reasonable notice during normal business hours to the properties, books, contracts, personnel and records of the Business and Purchaser's and its accountant's work papers (provided, that Seller Parent and its Representatives, including its independent auditors, have executed all release letters reasonably requested by Purchaser's independent auditors in connection therewith) relevant to the preparation of the Proposed Closing Statement and the adjustment contemplated by this Section 2.10(f), including any notice of Disputed Items, and shall provide Seller Parent, upon Seller Parent's reasonable request and at its sole cost and expense, with copies of any such books, contracts, records and work papers.

g. If the Final Working Capital Adjustment is positive, then Purchaser shall pay to Seller Parent the amount equal to the Final Working Capital Adjustment. If the Final Working Capital Adjustment is negative, then Seller Parent shall pay to Purchaser the amount equal to the absolute value of the Final Working Capital Adjustment. If the Final Net Cash Adjustment is positive, then Purchaser shall pay to Seller Parent the amount equal to the Final Net Cash Adjustment. If the Final Net Cash Adjustment is negative, then Seller Parent shall pay to Purchaser the amount equal to the absolute value of the Final Net Cash Adjustment. Any payment due under this Section 2.10(g) shall be paid by wire transfer of immediately available funds to the account specified in writing by Seller Parent or Purchaser, as applicable, within five (5) days after the date on which the Final Closing Statement becomes conclusive and binding on the Parties in accordance with the provisions of this Section 2.10, and, if not paid within such period, shall bear interest at the Interest Rate. All computations of interest shall be made

in accordance with Section 10.10. Any payment due under this Section 2.10(g) shall be offset and netted against any other payment to be made under this Section 2.10(g), such that only a single payment is made between Seller and Purchaser under this Section 2.10(g).

h. The "Final Purchase Price" shall be equal to (i) the Preliminary Purchase Price, *plus* (ii) the Final Working Capital Adjustment as determined pursuant to this Section 2.10 and *plus* (iii) the Final Net Cash Adjustment as determined pursuant to this Section 2.10.

Section 2.11 Allocation of the Purchase Price.

a. Seller Parent, on behalf of itself and its Affiliates, and Purchaser have agreed to allocate the Preliminary Purchase Price, without any adjustments contemplated in Section 2.8 in respect of VAT and Transfer Taxes, and, to the extent permitted by applicable Law, the Assumed Liabilities, 41% to the United States and 59% to the rest of the world (the "Preliminary Allocation"). Each of the Seller and Purchaser acknowledges that the Preliminary Allocation was done at arm's length based upon a good faith estimate of fair market values.

b. No fewer than thirty (30) days before the Closing Date, Seller Parent, on behalf of itself and its Affiliates and in accordance with this Section 2.11(b), shall deliver to Purchaser (i) a schedule allocating the Preliminary Purchase Price, without any adjustments contemplated in Section 2.8 in respect of VAT and Transfer Taxes, and, to the extent permitted by applicable Law, the Assumed Liabilities among (x) the Purchased Assets to be sold by each Asset Seller, and (y) the assets of any Conveyed Subsidiary (and Subsidiary thereof) (the "Asset Allocation Schedule"); and (ii) a written appraisal prepared by Ernst & Young supporting the values of the assets on the Asset Allocation Schedule (the "Appraisal Report"), the costs and expenses of which shall be borne equally by Seller Parent and Purchaser. For the avoidance of doubt, the Asset Allocation Schedule shall be limited to the specific assets and liabilities described in the immediately preceding sentence, shall be consistent in all respects with the Preliminary Allocation, shall be in accordance with Section 1060 of the Code and the Treasury Regulations promulgated thereunder, and shall be agreed to by Purchaser and Seller Parent on or before the Closing Date. Purchaser shall notify Seller Parent within ten (10) days of receipt of the Asset Allocation Schedule and the Appraisal Report of any objection Purchaser may have thereto. Unless Purchaser delivers a notice of objection with respect to the Asset Allocation Schedule or the Appraisal Report by the conclusion of such ten (10) day period, the Asset Allocation Schedule and the Appraisal Report provided by Seller Parent to Purchaser pursuant to the first sentence of this Section 2.11(b) shall become final and binding upon the Parties. The Parties hereto agree to resolve any disagreement with respect to the Asset Allocation Schedule and the Appraisal Report in good faith. If a resolution of such disagreement has not been effected within fifteen (15) days (or longer, as mutually agreed by the Parties hereto) after delivery of an objection by Purchaser, then either Party hereto may submit such agreement to the Independent Accountant for determination. The determination of the Independent Accountant with respect to any such disagreement shall be final and binding upon each Party hereto and the decision of the Independent Accountant shall constitute a final, binding and non-appealable determination upon which a judgment may be entered by a court having jurisdiction thereover. If Seller Parent and Purchaser submit any dispute to the Independent Accountant for a resolution, pursuant to this Section 2.11, Seller Parent and Purchaser shall each pay their own costs and expenses incurred. All costs and expenses of the Independent Accountant shall be borne equally by Seller Parent and Purchaser.

c. Each of the Sellers, on the one hand, and Purchaser, on the other, shall (i) be bound by the Preliminary Allocation and the Asset Allocation Schedule as finally determined pursuant to Section 2.11(b) (together with the Preliminary Allocation, the "Allocation"), for purposes of determining any Taxes, (ii) timely prepare and file, and cause its Affiliates to timely prepare and file, any forms that may be required to be filed pursuant to Treasury Regulations promulgated under Section 1060(b) of the Code, including IRS Form 8594 and any other comparable forms required under applicable Law in a manner consistent with the Allocation, (iii) prepare and file, and cause its Affiliates to prepare and file, its Tax Returns on a basis consistent with the Allocation, and (iv) take no position, and cause its Affiliates to take no position, inconsistent with the Allocation on any applicable Tax Return or in any proceeding before any Taxing Authority or otherwise, except as otherwise required pursuant to a Final Determination pursuant to applicable Law or as mutually agreed by the Parties. In the event that a Taxing Authority disputes the Allocation, the Party receiving notice of such dispute shall promptly notify the other Party, and Seller Parent and Purchaser shall use their reasonable best efforts to defend such Allocation in any applicable proceeding, and the matter shall be handled as a Tax Claim.

d. The Asset Allocation Schedule, and/or the Allocation, as the case may be, shall be adjusted to take into account any post-Closing adjustment to the Preliminary Purchase Price or the Final Purchase Price, including any modification necessary to reflect the determination of Final Working Capital and the Final Net Cash as applicable, in each case without any adjustments contemplated in Section 2.8 in respect of VAT and Transfer Taxes. Any such adjustment shall be made in a manner consistent with the provisions of Section 1060 of the Code and the Treasury Regulations promulgated thereunder and with the original preparation of the Preliminary Allocation, the Asset Allocation Schedule or the Allocation, as applicable, and the Parties shall cooperate with each other in good faith to promptly amend the Preliminary Allocation, the Asset Allocation Schedule or the Allocation, as applicable. If after all other adjustments to the Allocation are made, the Allocation with respect to the Purchased Assets of any Asset Seller or the Allocation with respect to any Conveyed Subsidiary, when expressed in the relevant local currency at the rate of exchange used to determine the Final Working Capital and the Final Net Cash, is less than the local currency net book value, determined in accordance with the Accounting Principles, of such Purchased Assets or such Conveyed Subsidiary as of the Closing Date, the Allocation shall be adjusted so that it is equal to such local currency net book value converted at the rate of exchange used to determine the Final Working Capital and the Final Net Cash, and a corresponding adjustment will be made to the Allocation for the other Purchased Assets and the Conveyed Subsidiaries based on their relative Preliminary Purchase Price allocation. In the event of any adjustment to the Allocation, the Parties shall timely provide to, or file with, the Taxing Authorities any additional documents or information required to be provided or filed under applicable Law.

Section 2.12 Certain Adjustments. Notwithstanding anything in this Agreement to the contrary, if, from the date of this Agreement until the Closing, the outstanding shares of Purchaser Common Stock shall have been changed into a different number of shares or a different class by reason of any reclassification, stock split (including a reverse stock split), recapitalization, split-up, combination, exchange of shares, readjustment, or other similar transaction, or a stock dividend or stock distribution thereon shall be declared with a record date within said period, the Share Consideration shall be equitably adjusted to provide Seller Parent the same economic effect as contemplated by this Agreement prior to such event.

ARTICLE III

CLOSING

Section 3.1 Closing

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a. The Closing shall take place at the offices of Skadden, Arps, Slate, Meagher & Flom LLP located at Four Times Square, New York, New York 10036, at 10:00 a.m., New York time on the first (1st) day of the month (or if such date is not a Business Day, then the first Business Day immediately following such date) following the satisfaction or waiver of the applicable conditions set forth in Article VIII (other than the conditions to be satisfied on the Closing Date, but subject to the waiver or satisfaction of such conditions), or at such other time and place as the Parties may mutually agree; provided, however, if the first (1st) day of the month that the Closing would otherwise occur in accordance with the foregoing would be a date on or following the Outside Date, the Closing shall occur on a date prior to the Outside Date mutually agreed by the Parties and if the Parties are unable to mutually agree, then the Closing Date shall be on the last Business Day prior to the Outside Date; provided, further, that in no event shall the Closing Date occur prior to the later of (i) January 2, 2017 and (ii) the first (1st) Business Day after the final day of the Marketing Period. The date on which the Closing occurs is referred to as the "Closing Date".

b. At the Closing, Seller Parent shall deliver, or cause to be delivered, to Purchaser the instruments and documents set forth in Exhibit D hereto, in each case in a form reasonably acceptable to Purchaser.

c. At the Closing, Purchaser shall deliver to Seller Parent, as agent for the Asset Sellers and the Share Sellers, the following: (i) the Closing Payment, by wire transfer in immediately available funds to the Seller Account, (ii) the Share Consideration, and (iii) the instruments and documents set forth in Exhibit E hereto, in each case in a form reasonably acceptable to Seller Parent.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF SELLER PARENT

Except as set forth in the Seller Disclosure Letter and in accordance with Section 10.11, Seller Parent hereby represents and warrants to Purchaser as follows:

Section 4.1 Organization. Seller Parent is a corporation duly organized, validly existing and in good standing under the Laws of the State of Delaware. Each Share Seller and Asset Seller is a corporation, partnership or other legal entity duly organized, validly existing and, where applicable, in good standing under the Laws of the jurisdiction of its organization and duly qualified to do business in

each jurisdiction where the nature of its business or properties makes such qualification necessary, except where the failure to be so organized, existing, in good standing or qualified has not had and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. Seller Parent has made available to Purchaser copies of the organizational documents of Sellers as in effect as of the date hereof.

Section 4.2 Authority; Binding Effect

.

a. Seller Parent has all requisite corporate power and authority to carry on its business as it pertains to the Business as currently conducted and to execute and deliver this Agreement and each Ancillary Agreement to which it will be a party and to perform its obligations hereunder and thereunder. The execution and delivery by Seller Parent of this Agreement and each such Ancillary Agreement, the performance by Seller Parent of its obligations hereunder and thereunder, and the consummation of the transactions contemplated hereby and thereby, have been, or will have been at the Closing, duly authorized by all requisite corporate action, and no other proceedings are necessary to authorize this Agreement and each such Ancillary Agreement or to consummate the transactions contemplated hereby and thereby.

b. Each other Seller has all requisite corporate or other power and authority to carry on its respective business as it pertains to the Business as currently conducted and to own, lease and operate its properties and assets, except where the failure to have such power and authority would not, individually or in the aggregate, be materially adverse to the Business. Each other Seller has all requisite corporate or other power and authority to execute and deliver each Ancillary Agreement to which it will be a party, to perform its obligations thereunder and to consummate the transactions contemplated thereby. The execution and delivery by each other Seller of each Ancillary Agreement to which it will be a party, if applicable, and the performance by it of its obligations thereunder, have been, or will have been at the Closing, duly authorized by all requisite corporate or other action, and no other proceedings are necessary to authorize each such Ancillary Agreement or to consummate the transactions contemplated thereby.

c. This Agreement has been duly executed and delivered by Seller Parent and, assuming this Agreement has been duly executed and delivered by Purchaser, constitutes a valid and binding obligation of Seller Parent, and each Ancillary Agreement will be duly executed and delivered by each Seller that will be a party thereto and will, assuming such Ancillary Agreement has been duly executed and delivered by Purchaser or the applicable Purchaser Designated Affiliate, constitute a valid and binding obligation of such Seller, in each case enforceable against Seller Parent or such other Seller in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or similar Laws affecting creditors' rights generally or by general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or law).

Section 4.3 Conveyed Subsidiaries; Capital Structure

.

a. Each of the Conveyed Subsidiaries (and each Subsidiary thereof) is a corporation, partnership or other legal entity duly organized and validly existing, with corporate or

other power and authority to own, lease and operate its properties and assets and to carry on its respective business as it pertains to the Business, as currently conducted, except where the failure to have such power and authority would not, individually or in the aggregate, be materially adverse to the Business. Each of the Conveyed Subsidiaries (and each Subsidiary thereof) is duly qualified to do business and, where applicable, in good standing in each jurisdiction where the nature of its business or properties makes such qualification necessary, except in jurisdictions where the failure to be in good standing qualified has not had and does not, individually or in the aggregate, have a Material Adverse Effect.

b. Section 4.3(b) of the Seller Disclosure Letter sets forth, as of the date hereof, (i) the authorized and outstanding equity interests of each of the Conveyed Subsidiaries and each Subsidiary thereof, (ii) the number of each class, series or type of equity interest outstanding thereof, and (iii) the record and beneficial owners of such outstanding equity interests. All of the outstanding equity interests of each of the Conveyed Subsidiaries and each Subsidiary thereof are validly issued, fully paid, not subject to, and were not issued in any violation of, any preemptive or similar right or applicable Law, and, in the case of any Conveyed Subsidiary (or Subsidiary thereof) which is a corporation or similar entity, non-assessable. Except for this Agreement and the Ancillary Agreements, there are no outstanding warrants, options, Contracts, subscriptions, redemptions, profit participations, stock appreciation, phantom stock or other rights, convertible or exchangeable securities or other commitments, whether written or oral, pursuant to which any of the Conveyed Subsidiaries (or any Subsidiary thereof) is or may become obligated to issue, sell, purchase, return, redeem or otherwise acquire any equity interests of the Conveyed Subsidiaries (or any Subsidiary thereof), to pay any dividend or make any other distribution in respect thereof, or to provide funds to, or make any investment (in the form of a loan, capital contribution or otherwise) in, any Person, or that give any Person the right to receive any economic benefit or right similar to or derived from the economic benefits and rights accruing to holders of the equity interests of the Conveyed Subsidiaries (or any Subsidiary thereof), and no equity interests of any of the Conveyed Subsidiaries (or any Subsidiary thereof) are reserved for issuance for any purpose. There are no voting trusts, stockholder agreements, Liens, proxies or other rights or Contracts in effect with respect to the voting, transfer or dividend rights of any of the equity interests of any of the Conveyed Subsidiaries (or any Subsidiary thereof). The Share Sellers own of record and beneficially the Shares as set forth in Section 4.3(b) of the Seller Disclosure Letter, free and clear of all Liens except for restrictions imposed by applicable securities Laws, and each of the Share Sellers has good and valid title to such Shares. The Share Sellers have full right, power and authority to transfer and deliver to Purchaser good and valid title to the Shares, free and clear of all Liens except for restrictions imposed by applicable securities Laws, and the Share Sellers do not own, or have any interest in or right to acquire, any equity interests of the Conveyed Subsidiaries (and each Subsidiary thereof) other than the Shares held by each such Share Seller. The Conveyed Subsidiaries own of record and beneficially the equity interests of their respective Subsidiaries as set forth in Section 4.3(b) of the Seller Disclosure Letter, free and clear of all Liens except for restrictions imposed by applicable securities Laws, and the Conveyed Subsidiaries (and each Subsidiary thereof) do not own any other equity interest of any Person. Seller Parent has made available to Purchaser copies of the organizational documents of the Conveyed Subsidiaries (and each Subsidiary thereof) as in effect as of the date hereof, and

Section 4.4 No Conflicts; Consents. The execution, delivery and performance by each Seller of this Agreement and each Ancillary Agreement to which it will be a party and the consummation of the transactions contemplated hereby and thereby do not and will not (i) violate any provision of the certificate of incorporation or bylaws of Seller Parent or the comparable organizational documents of any of the Share Sellers, the Asset Sellers or the Conveyed Subsidiaries (or any Subsidiary thereof), (ii) subject to obtaining the consents set forth in Section 4.4 of the Seller Disclosure Letter, conflict with, constitute a default under, or result in the breach or termination, cancellation or acceleration (whether after the giving of notice or the lapse of time or both) of any right or obligation of any Seller or the Conveyed Subsidiaries (or any Subsidiary thereof) under, or to a loss of any benefit of the Business to which the Sellers or the Conveyed Subsidiaries (or their Subsidiaries) is entitled under any Material Contract, Shared Contract, Real Property Lease, Approval or other instrument to which any Seller or Conveyed Subsidiary (or any Subsidiary thereof) is a party or to which its assets are subject and which is a Purchased Asset or is otherwise Related to the Business, and (iii) assuming compliance with the matters set forth in Sections 4.5 and 5.5, violate or result in a breach of or constitute a default under any Law or other restriction of any Governmental Authority to which any Seller or Conveyed Subsidiary (or Subsidiary thereof) is subject or binding upon or applicable to the Business, any Purchased Asset or any Assumed Liability; except, with respect to clauses (ii) and (iii), for any violations, breaches, conflicts, defaults, terminations, cancellations or accelerations as have not had and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. The consummation of the transactions contemplated hereunder will vest good, valid and marketable title to the Shares and the Purchased Assets in Purchaser, free and clear of all Liens except for restrictions arising under securities Laws other than Liens that are created by, or on behalf of, or by actions by or on behalf of Purchaser or any of its Affiliates.

Section 4.5 Governmental Authorization. The execution, delivery, performance and consummation by each Seller of this Agreement and each Ancillary Agreement to which it will be a party does not and will not require any Approval of, or Filing with, any Governmental Authority, except for (i) the expiration or early termination of the waiting period under the HSR Act, (ii) the Approvals and Filings set forth in Section 4.5 of the Seller Disclosure Letter, (iii) such other Approvals and Filings which if not obtained or made would not, individually or in the aggregate, have a Material Adverse Effect, and (iv) the Approvals and Filings required solely due to the regulatory obligations of Purchaser or any Purchaser Designated Affiliate.

Section 4.6 Financial Information.

a. Section 4.6 of the Seller Disclosure Letter contains copies of the audited combined balance sheets of the Business as of December 31, 2015 and December 31, 2014, and the related combined statements of income, business unit equity, and cash flows for the years ended December 31, 2015 and December 31, 2014, and the unaudited combined balance sheets of the Business as of July 3 2016 (the "Balance Sheet Date"), and the related combined statements of income as of July 3, 2016 (collectively, and together with the notes, schedules or other supplementary information thereto and reports thereon by the Business's independent certified public accountant, collectively, the "Historical Financial Statements").

b. Except as set forth on Section 4.6(b) of the Seller Disclosure Letter, the Historical Financial Statements were prepared in accordance with GAAP and present fairly in all material respects, (i) the financial condition, assets and liabilities of the Business as of the dates therein specified and (ii) the results of operations, business unit equity and cash flows of the Business for the periods indicated, provided, that the unaudited combined balance sheets of the Business as of the Balance Sheet Date do not contain footnotes and are subject to normal year-end adjustments, the effect of which in each case are not, individually or in the aggregate, material.

c. As of the date hereof, except as set forth on Section 4.6(b) of the Seller Disclosure Letter, the Business does not have any obligations, claims, Indebtedness or other Liabilities of any nature or kind whatsoever (whether accrued, known or unknown, absolute, contingent or otherwise) that would be required to be reflected on a balance sheet of the Business prepared in accordance with GAAP except for (i) Liabilities accrued for, reflected on, disclosed and/or reserved against on the Historical Financial Statements, (ii) accounts payable to trade creditors and accrued expenses incurred subsequent to the Balance Sheet Date in the ordinary course of business consistent with past practice, (iii) Liabilities which will be included in the calculation of Net Cash, (iv) the Retained Liabilities, (v) Liabilities incurred in connection with or arising out of the transactions contemplated hereby and (vi) Liabilities relating to items set forth on Section 4.6(b) of the Seller Disclosure Letter, other than Liabilities which would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

d. Since September 30, 2015, there have been no internal investigations regarding financial reporting or accounting policies and practices at or with respect to the Business discussed with, reviewed by or initiated at the direction of the chief executive officer, chief financial officer or general counsel of, or board of directors of or any committee of the board of directors of, any Seller or any Conveyed Subsidiary (or any Subsidiary thereof).

e. Since September 30, 2015, to the Knowledge of Seller Parent, there are no material weaknesses or significant deficiencies in the internal controls over financial reporting of the Sellers or Conveyed Subsidiaries with respect to the Business, and to the Knowledge of Seller Parent, there are no deficiencies that would adversely affect the ability to prepare financial statements of the Business in conformity with GAAP, subject to the customary exceptions with respect to unaudited financial statements.

Section 4.7 Absence of Material Changes. Since January 1, 2016 through the date hereof:

a. there has not been any change, circumstance, development, state of facts, occurrence or event that has had, individually or in the aggregate, a Material Adverse Effect, and no change, circumstance, development, state of facts, occurrence, or event exists or has occurred which would reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect; and

b. other than with respect to the transactions contemplated by this Agreement and the Internal Restructurings, the Business has been operated, in all material respects, in the ordinary

course of business consistent with past practice and the Sellers have not taken any action that, if taken subsequent to the execution of this Agreement and on or prior to the Closing Date, would constitute a breach (after giving effect to the last paragraph of Section 6.2) of clauses (ii), (iii), (iv), (v), (vi), (vii), (viii), (ix), (x), (xi), (xii), (xiii), (xiv), (xvi), (xvii) or (xxi) of Section 6.2(b).

Section 4.8 No Litigation.

a. There is no Action pending, or, to the Knowledge of Seller Parent, threatened in writing, against Seller Parent or any of its Subsidiaries specifically relating to the Business or any properties or rights of a Conveyed Subsidiary or its Subsidiaries, before any Governmental Authority or arbitration tribunal other than Actions which would not, individually or in the aggregate, have a Material Adverse Effect.

b. None of the Conveyed Subsidiaries or the Sellers is subject to any outstanding decree of any Governmental Order relating to the Business other than those which would not, individually or in the aggregate, have a Material Adverse Effect, other than any such Governmental Order after the date hereof relating to the transactions contemplated hereby. Notwithstanding anything contained in this Section 4.8, no representation or warranty shall be deemed to be made in this Section 4.8 in respect of any matter the subject matter of which is specifically covered by Section 4.9, Section 4.11, Section 4.13, Section 4.16 or Section 4.17.

Section 4.9 Compliance with Laws.

a. Except with respect to Environmental Laws (which are the subject of Section 4.11), Intellectual Property (which is the subject of Section 4.13) and employee benefits (which are the subject of Section 4.17) or as set forth in Section 4.9(a) of the Seller Disclosure Letter:

a. each Seller and each Conveyed Subsidiary (and Subsidiary thereof) is in and has been since September 30, 2013, in compliance with all Laws and Governmental Orders applicable to the ownership, lease or operation of the Purchased Assets or to carry on the Business, as currently conducted, except to the extent that the failure to comply therewith would not, individually or in the aggregate, have a Material Adverse Effect;

b. the Sellers and the Conveyed Subsidiaries (and Subsidiaries thereof) possess all material Governmental Authorizations necessary for the conduct of the Business, as currently conducted, and all such Governmental Authorizations are in full force and effect other than which would immaterially impair the operation of the Business;

c. since September 30, 2013 until September 29, 2015, to the Knowledge of Seller Parent, and since September 30, 2015 until the date of this Agreement, (i) the Sellers and Conveyed Subsidiaries (and Subsidiaries thereof) have fulfilled and performed all of their respective obligations under the Governmental Authorizations, and (ii) no event has occurred which allows, or after notice or lapse of time would allow, revocation or termination thereof or otherwise result in any other impairment on the rights of the holder of any Governmental Authorization, except where the failure to so fulfill or perform, or the occurrence of such

event, would not, individually or in the aggregate, have a Material Adverse Effect;

d. since September 30, 2013 until September 29, 2015, to the Knowledge of Seller Parent, and since September 30, 2015 until the date of this Agreement, the Sellers and Conveyed Subsidiaries (and Subsidiaries thereof) have not received any warning letters, notices of adverse findings, or similar documents that assert a lack of material compliance with any applicable Laws, Governmental Authorizations, Governmental Orders, or regulatory requirements that have not been fully resolved in all material respects to the satisfaction of any Governmental Authority with respect to the Business, and there is no pending or, to the Knowledge of Seller Parent, threatened material regulatory or enforcement Action of any sort (other than non-material routine or periodic inspections or reviews) against the Sellers or any Conveyed Subsidiary (or any Subsidiary thereof), relating to the Business, the Shares, the Purchased Assets or the Assumed Liabilities (including any Action seeking to restrain or prohibit the execution and delivery of this Agreement or the consummation of the transactions contemplated hereunder); and

e. since September 30, 2013, none of the Sellers nor any Conveyed Subsidiary (nor Subsidiaries thereof) (in each case, in respect of the Business), nor, to the Knowledge of Seller Parent, any of their respective Representatives, has taken any action with respect to the Business which would cause a Seller or any Conveyed Subsidiary (or Subsidiary thereof) with respect to the Business to be in violation of, in any material respect, the Anti-Corruption Laws, U.S. False Claims Act, U.S. Anti-Kickback Statute, or any applicable Law of similar effect of another jurisdiction.

b. September 30, 2015, none of the Sellers nor any Conveyed Subsidiary (nor Subsidiaries thereof) (in each case, with respect to the Business), nor, to the Knowledge of Seller Parent, any Representative of the Business, has (i) conducted any business in or for the benefit of Cuba, Iran, North Korea, North Sudan or Syria, unless authorized to do so by an appropriate U.S. Governmental Authority, or (ii) engaged in any transaction, activity or conduct with or for the benefit of any Person that is the target of Sanctions. The Sellers and the Conveyed Subsidiaries (and Subsidiaries thereof) (in each case, with respect to the Business) are in material compliance with the U.S. antiboycott Laws and applicable foreign Laws of similar effect.

Section 4.10 Product Registrations; Manufacturing Registrations; Regulatory Compliance.

a. Except with respect to Environmental Permits (which are the subject of Section 4.11):

i. Section 4.10(a)(i) of the Seller Disclosure Letter sets forth, as of the date hereof, a list of all Product Registrations and Manufacturing Registrations, including the owner thereof;

ii. except as set forth in Section 4.10(a)(ii) of the Seller Disclosure Letter, all Products sold under the Product Registrations are manufactured labeled, distributed, marketed and sold in compliance in all material respects with applicable Law and in accordance with the specifications and standards contained in such Product Registrations and in relevant Manufacturing Registrations;

iii. since September 30, 2013, all applications, notifications, submissions, information, claims, reports and statistics, and other data and conclusions derived therefrom, utilized as the basis for or submitted in connection with any and all requests for a Product Registration from the FDA or other Governmental Authority, when submitted to the FDA or other Governmental Authority by Sellers or the Conveyed Subsidiaries, as applicable, were true, complete and correct in all material respects as of the date of submission and any necessary or required updates, changes, corrections or modification to such applications, submissions, information and data have been submitted to the FDA or other Governmental Authority; and

iv. the applicable Person listed in Section 4.10(a)(i) of the Seller Disclosure Letter is the sole and exclusive owner of each Product Registration and Manufacturing Registration.

b. Notwithstanding any other provision of this Agreement, this Section 4.10 sets forth the sole and exclusive representations and warranties of Seller Parent with respect to Product Registrations and Manufacturing Registrations and the regulatory matters described in this Section 4.10.

c. Since September 30, 2013, the Sellers have with respect to the Business complied in all material respects with all applicable requirements under the FDC Act, other statutes administered by the FDA, implementing FDA regulations, and all similar foreign Laws applicable to the Business.

d. There are no material recalls, field notifications, field corrections, market withdrawals or replacements, safety alerts or other notice of action relating to an alleged lack of safety,

efficacy, or regulatory compliance of the Products ("Safety Notices"), nor, to the Knowledge of Seller Parent, material product complaints with respect to the Products, and to the Knowledge of Seller Parent, there are no facts that would be reasonably likely to result in (i) a material Safety Notice with respect to the Products, (ii) a material change in labeling of any the Products or (iii) a termination or suspension of marketing or testing of any the Products.

e. Sellers and their respective officers and key employees, have not been the subject of a civil or criminal legal action, administrative enforcement action or other adverse action by the FDA or another Governmental Authority in connection with the Business where it was alleged or established that any Seller or one of their respective officers or key employees, violated the FDC Act, other statutes administered by the FDA, implementing FDA regulations or any similar foreign Laws applicable to the Business.

f. Neither Seller Parent in respect of the Business nor any of the Conveyed Subsidiaries (or Subsidiaries thereof) nor, to the Knowledge of Seller Parent, any of their respective Representatives or those from whom they receive products or services is currently excluded or debarred under any Law to participate in any United States federal health care programs or similar programs outside the United States.

g. To the Knowledge of Seller Parent, there are no facts concerning Seller Parent in respect of the Business or any of the Conveyed Subsidiaries (or Subsidiaries thereof) or any of their respective Representatives or those from whom they receive products or services that are reasonably likely to form the basis for an exclusion or debarment of any such Persons.

Section 4.11 Environmental Matters.

a. Except for such non-compliance, Remedial Actions, or enforcement actions that would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, (i) the Facilities are and for the past five (5) years have been in compliance with all applicable Environmental Laws, in each case, in effect as of the date hereof and as of the Closing Date, including the obligation to obtain and maintain all Environmental Permits, (ii) neither Seller Parent nor any of its Subsidiaries is undertaking any Remedial Action at the Facilities and (iii) neither Seller Parent nor any of its Subsidiaries has received written notice from a Governmental Authority or any other Person with respect to the Facilities, Business, Leased Real Property, Owned Real Property, or any property or facility previously owned, leased, operated or controlled by the Sellers regarding any violation of or Liability under any applicable Environmental Laws or Environmental Permits.

b. Except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, no claims, orders or investigations are pending, or to the Knowledge of Seller Parent, threatened against Seller Parent or any of its Subsidiaries with respect to the Business, Facilities, Owned Real Property or Leased Real Property alleging violations of any Environmental Laws, or Liability under any Environmental Laws.

c. None of the Sellers have treated, stored, disposed of, arranged for or permitted the disposal of, transported, handled, generated, manufactured, distributed, exposed any Person to or released any Hazardous Materials, or owned or operated any property or facility, in a manner that would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

d. The representations and warranties set forth in this Section 4.11 are the sole and exclusive representations and warranties of Seller Parent with respect to Environmental Laws, Environmental Permits, Environmental Liabilities, Hazardous Materials and other environmental, health and safety matters.

Section 4.12 Material Contracts.

a. Except (w) for agreements entered into after the date of this Agreement, (x) for intercompany agreements between one of more Sellers or Conveyed Subsidiaries or (y) as set forth in Section 4.12(a) of the Seller Disclosure Letter, none of the Conveyed Subsidiaries (or any Subsidiary thereof) or any Seller is a party to or bound by any of the following that apply to the operation of the Business (a "Material Contract"):

i. the Contracts entered into with the ten (10) largest end-user customers (other than distributors) of the Business (measured by dollar value based on the fiscal year ended December 31, 2015);

ii. the Contracts entered into with the ten (10) largest suppliers of products or materials for use in the manufacturing of Products (measured by dollar value based on the fiscal year ended December 31, 2015);

iii. the master Contracts entered into with the four(4) largest group purchasing organizations, as defined in Section 1001.952(j) of Title 42 of the U.S. Code of Federal Regulations (measured by dollar value of the end-user Contracts entered into under the terms of such Contract with a group purchasing organization, based on the fiscal year ended December 31, 2015), with respect to sale of Products to end-user customers;

iv. to the extent not otherwise a Material Contract pursuant to Section 4.12(a), any Contract which requires expenditures in 2016 or any subsequent year in excess of $2,500,000;

v. any Contract relating to material Indebtedness (i) with respect to which a Conveyed Subsidiary (or Subsidiaries thereof) is an obligor or (ii) granting or evidencing a Lien on any property or asset of a Conveyed Subsidiary (or Subsidiaries thereof) or a Share or a Purchased Asset;

vi. any employment, management, consulting or similar agreement primarily related to the Business and requiring payment of base annual salary in excess of $250,000;

vii. any Collective Bargaining Agreement;

viii. any license with respect to Intellectual Property, which license is Related to the Business and is granted (A) to any third parties with respect to any Business IP or Licensed IP, or (B) to any of the Conveyed Subsidiaries or the Asset Sellers with respect to Intellectual Property of third parties Related to the Business; provided, that, for clarity, the foregoing (A) and (B) shall exclude all non-disclosure agreements, employee invention assignment agreements, customer end user agreements, immaterial licenses, and similar agreements entered into in the ordinary course of business consistent with past practice;

ix. any equipment lease with a third party primarily relating to the Business that entails annual rental payments in excess of $500,000 per annum or $2,500,000 in the aggregate;

x. any partnership, joint venture or similar Contract or joint product development Contract, including Contracts that involve sharing of revenue or profits, primarily related to the Business that entails payments from Sellers in excess of $500,000 per annum;

xi. any pending Contract for the sale of any material fixed asset primarily relating to the Business in excess of $2,500,000 and entered into outside of the ordinary course of business consistent with past practice;

xii. any Contract that relates to the acquisition or disposition of any assets of the Business outside the ordinary course of business consistent with past practice (whether by merger, sale or purchase of stock, sale or purchase of assets or otherwise), to the extent any actual or contingent material obligations of a Seller or a Conveyed Subsidiary thereunder remain in effect (but excluding any indemnification obligations with respect to any Retained Liabilities);

xiii. any Contract that by its express terms materially limits or materially impairs the ability of the Sellers or the Conveyed Subsidiaries (or Subsidiaries thereof) to compete in any line of business or with any Person or in any geographic area or to purchase, sell, supply or distribute any Product (including any non-compete, non-solicitation, exclusivity, rights of first refusal, "most favored nation" or similar provisions or other preferential pricing or other terms for the purchase, sale, supply or distribution of any Product) during any time period or which places any other limitation on the method of conducting or scope of business, in each case, that relates to and affects the Business as conducted on the date of this Agreement;

xiv. any Contract with wholesalers, vendors and/or distributors of, or Persons performing a similar function for, Products that entails payments (for the twelve months ended June 30, 2016) from the Business to such wholesaler, vendor and/or distributor, in each case in excess of $2,500,000, and that is primarily related to the Business; and

xv. any settlement, conciliation, or similar Contract with any Governmental Authority pursuant to which, after the date of this Agreement, the Business will be required to satisfy any obligation.

b. Section 4.12(b) of the Seller Disclosure Letter sets forth a list of each material customer Shared Contract, including any customer Shared Contract with annual payments received by a Seller or Conveyed Subsidiary in respect of the Business in excess of $1,000,000 (such Shared Contracts, the "Material Shared Contracts").

c. Except as set forth in Section 4.12(b) of the Seller Disclosure Letter, each Material Contract and Material Shared Contract is valid and binding on the applicable Seller or Conveyed Subsidiary (or Subsidiary thereof) that is a party thereto and, to the Knowledge of Seller Parent, each other party thereto, and is in full force and effect, except as enforcement may be limited by bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or similar Laws affecting creditors' rights generally or by general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or law), except for breaches or defaults as would not, individually or in the aggregate, be materially adverse to the Business.

d. No Seller or any Conveyed Subsidiary (or Subsidiary thereof) is, nor is, to the Knowledge of Seller Parent, any other party thereto, in breach of, or default under, any such Material Contract, Material Shared Contract or Real Property Lease, except for such breaches or defaults that would not be materially adverse to the Business. As of the date of this Agreement, to the Knowledge of Seller Parent, no event has occurred and is continuing through any action or inaction on the part of any Seller or any Conveyed Subsidiary (or Subsidiary thereof) that will result in a breach of, or default under, any such Material Contract, Material Shared Contract or Real Property Lease, except for such breaches or defaults that would not be materially adverse to the Business. Since September 30, 2013, no Seller or any Conveyed Subsidiary (or Subsidiary thereof) has received notice of any intention by any party to any Material Contract, Material Shared Contract or Real Property Lease to terminate such Contract or amend the terms thereof, other than modifications in the ordinary course of business consistent with past practice that do not materially and adversely affect the Business or the Purchased Assets.

Section 4.13 Intellectual Property.

a. Section 4.13(a)(i), Section 4.13(a)(ii) and Section 4.13(a)(iii) of the Seller Disclosure Letter set forth a true and correct list (in all material respects) of all material registered and applied for Business IP as of the date of this Agreement. In particular, Section 4.13(a)(i) sets forth a true and correct list (in all material respects) of all material Business Patent Rights; Section 4.13(a)(ii) sets forth a true and correct list (in all material respects) of all material Business Trademark Rights; and Section 4.13(a)(iii) sets forth a true and correct list (in all material respects) of all material Business Copyright Registrations.

b. Seller Parent or its Affiliates are the sole and exclusive owners of the Business IP. Seller Parent has the right to assign the Business IP to Purchaser under this Agreement.

Seller Parent has the right to license the Licensed IP to Purchaser under and subject to the Intellectual Property License Agreement.

c. All current and former employees, consultants and contractors of Seller Parent and its Affiliates that have participated in the creation or development of any Business IP or the Licensed IP owned or purported to be owned by Seller Parent or its Affiliates (the "Owned Licensed IP") have executed valid and enforceable agreements, pursuant to which they have assigned or otherwise vested or have otherwise assigned or vested (whether by agreement, operation of law or otherwise) all of their rights in and to such Business IP or Owned Licensed IP to Seller Parent or its Affiliates to the extent that ownership of such Business IP and Owned Licensed IP would have otherwise vested in such employee.

d. To the Knowledge of Seller Parent, the Business IP is free and clear of all Liens (other than Permitted Liens) and, as of the date hereof, the registrations included in the Business IP are in effect and subsisting.

e. All filing fees, issue fees, and other similar fees and charges necessary in order to keep the registered Intellectual Property included in the Business IP in force that are owing, accrued or incurred on or before the date hereof have been paid, except to the extent that failure to do so can be cured or otherwise would not result in permanent abandonment (i.e., without the possibility of revival or reinstatement).

f. The Business IP constitutes all of the Intellectual Property owned by Seller Parent or any of its Affiliates that is used and held for use in, or used in and necessary for, the conduct of the Business as conducted, except for (x) such Intellectual Property retained by Seller Parent or any of its Affiliates and licensed to Purchaser and its Affiliates under the Intellectual Property License Agreement, (y) the Retained Names and other Excluded Assets and (z) all other Intellectual Property that is licensed under any of the Ancillary Agreements.

g. Seller Parent and its Affiliates have taken reasonable measures to protect all material confidential and proprietary data relating to the Business from disclosure and loss, including such measures for the protection of any such data that resides on Seller Parent's or its Affiliates' computer networks against viruses and other destructive technological code.

h. Except as set forth in Section 4.13(h) of the Seller Disclosure Letter, to the Knowledge of Seller Parent, as of the date of this Agreement, the conduct of the Business does not infringe, misappropriate or otherwise violate the valid Intellectual Property of any Person and there is no Action pending or, to the Knowledge of Seller Parent, threatened against Seller Parent or any of its Affiliates with respect to the Business (i) alleging or claiming such infringement, misappropriation or violation, (ii) challenging or seeking to deny or restrict the validity, enforceability or use of any of the Business IP or Licensed IP, or (iii) alleging that any Person owns any interest in the Business IP or Licensed IP.

i. Except as set forth in Section 4.13(i) of the Seller Disclosure Letter, and except as would not, individually or in the aggregate, have a Material Adverse Effect, to the Knowledge of Seller Parent, as of the date of this Agreement, no Person is infringing, violating or misappropriating any Business IP or the Licensed IP and no such Actions are pending or to the Knowledge of Seller Parent, threatened in writing against any Person by Seller Parent or any of its Affiliates.

j. The IT Assets operate and perform in all material respects in accordance with the manner used by Seller Parent and its Affiliates in the conduct of the Business and have not materially malfunctioned or failed since September 30, 2015. To the Knowledge of Seller Parent, as of the date hereof, no Person has gained unauthorized access to the IT Assets since September 30, 2015 in a manner that has a material adverse effect on the Business, taken as a whole.

k. Since September 30, 2015, Seller Parent and its Affiliates have materially complied with all Laws applicable to the collection, storage, use, transfer and any other processing of any Personally Identifiable Information (such Laws, the "Data Protection Laws") in relation to any Personally Identifiable Information collected or used by Seller Parent and its Affiliates in connection with the Business. Seller Parent and its Affiliates have at all times taken reasonable steps to ensure that all Personally Identifiable Information collected, stored, used, transferred or otherwise processed by Seller Parent or its Affiliates in the conduct of the Business is protected against loss and against unauthorized access, use, modification or disclosure, and to the Knowledge of Seller Parent, there has been no unauthorized access to or misuse of such Personally Identifiable Information since September 30, 2015 that would, under applicable Data Protection Laws, require Seller Parent or its Affiliates to notify the subject of such Personally Identifiable Information of such access or misuse.

l. Section 4.13(l) of the Seller Disclosure Letter sets forth a true and complete list of all Software programs owned by Seller Parent or any of its Affiliates constituting or contained in any Medical Device Products distributed to end users in the conduct of the Business as of the date hereof (other than third party Software used subject to Shrink-Wrap Licenses) ("Seller Software Products") that are material to the Business. To the Knowledge of Seller Parent, as of the date hereof, all Software programs in the Seller Software Products are free from any "back door," "time bomb," "Trojan horse," "worm," "drop dead device," "virus" or other software routines designed to permit unauthorized access or to disable or erase software, hardware or data (collectively, "Viruses").

m. Except as set forth in Section 4.13(m) of the Seller Disclosure Letter, to the Knowledge of Seller Parent, no Open Source Material has been distributed with (in whole or in part), or incorporated in, any material Seller Software Product, including the Hospira MedNet Software product. Neither Seller Parent nor any of its Affiliates has used Open Source Materials in such a way that would subject the Seller Software Products or Software included in Business IP (collectively, "Seller Software") to any license that requires or purports to require Seller Parent or its Affiliates to grant any license, rights or immunities, or impose any obligations, such that such Seller Software (other than the Open Source Material contained therein) must be (i) disclosed or distributed in source code form, (ii) licensed for the purpose of making derivative works or (iii) redistributable at no charge.

n. Notwithstanding any other provision of this Agreement, Section 4.12 and this Section 4.13 set forth the sole and exclusive representations and warranties of Seller Parent with respect to Intellectual Property.

Section 4.14 Real Property.

a. Section 4.14(a) of the Seller Disclosure Letter sets forth a complete and accurate list of all real property that is (or as of the Closing, will be) (i) owned in fee simple by any Asset Seller or Conveyed Subsidiary (and their Subsidiaries) and (ii) used primarily in connection with the Business (collectively, the "Owned Real Property"), together with the name of the record title holder thereof and the address associated therewith. The Asset Sellers and the Conveyed Subsidiaries (and their Subsidiaries) have (or as of the Closing, will have) good and valid title in fee simple (or local equivalent) to the Owned Real Property, free and clear of any Liens, other than Permitted Liens. All of the buildings, structures and appurtenances situated in the Owned Real Property are in all material respects adequate and suitable for the purposes for which they are currently being used and are in all material respects in good operating condition and repair, subject to ordinary wear and tear.

b. Section 4.14(b) of the Seller Disclosure Letter sets forth a complete and accurate list of all of the leasehold or subleasehold interests in real property under which the Asset Sellers, the Conveyed Subsidiaries or their Subsidiaries are lessees or sublessees (or will be lessees or sublessees as of the Closing), that primarily relate to the Business (collectively, the "Real Property Leases" and with the real property related to such Real Property Leases, the "Leased Real Property"). The Asset Sellers, Conveyed Subsidiaries or their Subsidiaries have (or will have as of the Closing) good and valid leasehold or subleasehold (as applicable) interest in the Leased Real Property, free and clear of any Liens, other than Permitted Liens. Seller Parent has made available to Purchaser accurate and complete copies of the Real Property Leases that any of Seller Parent or any of its Subsidiaries has in its actual possession, in each case as amended or otherwise modified and in effect. All of the buildings, structures and appurtenances situated in the Leased Real Property are in all material respects adequate and suitable for the purposes for which they are currently being used and are in all material respects in good operating condition and repair, subject to ordinary wear and tear.

c. Except as would not, individually or in the aggregate, reasonably be expected to be materially adverse to the Business, (i) each Real Property Lease is valid and binding on the Asset Seller or the Conveyed Subsidiary (or Subsidiary thereof) that is a party thereto and, to the Knowledge of Seller Parent, each other party thereto and is in full force and effect, except as enforcement may be limited by bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or similar Laws affecting creditors' rights generally or by general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or law), (ii) no Asset Seller or any Conveyed Subsidiary (or Subsidiary thereof), or, to the Knowledge of Seller Parent, any other party thereto, is in breach of, or default under, any such Real Property Lease, and no event has occurred and is continuing through any action or inaction on the part of any Seller or any Conveyed Subsidiary (or Subsidiary thereof) that will result in a breach of, or default under, any such Real Property Lease, (iii) there are no leases, subleases, licenses, concessions, occupancy agreements or other Contracts granting to any other Person the right of use or occupancy of the Leased Real Property or Owned Real Property except as otherwise disclosed on Sections 4.14(a) and 4.14(b) of the Seller Disclosure Letter, and (iv) to the Knowledge of Seller Parent, there is no Person (other than the relevant Asset Seller or Conveyed Subsidiary) in possession of the Leased Real Property or Owned Real Property.

d. (i) To the Knowledge of Seller Parent, there is no certificate, permit or license from any Governmental Authority having jurisdiction over any of the Real Property nor any Contract, easement or other right which is necessary to permit the lawful use and operation of the buildings and improvements on any of the Real Property or which is necessary to permit the lawful use of all driveways, roads and other means of egress and ingress to and from any of the Real Property, in each case, with respect to the Business, which has not been obtained or is not in full force and effect, and the absence of which would materially impact the current use or value of the Real Property, and (ii) no Seller has received any written notice from any Governmental Authority that the Real Property is, and to the Knowledge of Seller Parent no Real Property is, in material violation of any applicable Law.

Section 4.15 Assets.

a. Except as would not be materially adverse to the Business or the operation thereof in the ordinary course, the Asset Sellers and the Conveyed Subsidiaries, in the aggregate, have good and valid title to own, possess and use, or a good and valid leasehold or subleasehold (as applicable) interest in, all of the Purchased Assets in the Business as conducted on the date of this Agreement (other than Intellectual Property and Leased Real Property, which are the subject of Sections 4.13 and 4.14, respectively), free and clear of all Liens, in either case except for Permitted Liens.

b. Except for any rights inuring to the benefit of the Business under the Excluded Assets, the Shares and the Purchased Assets (including the rights pursuant to any net economic benefits related to (x) Shared Contracts subject to Section 6.26 and (y) any Purchased Assets subject to Section 2.3), together with the services, assets, licenses and other rights to be provided pursuant to this Agreement and the Ancillary Agreements shall (i) in the aggregate, be sufficient after the Closing, for Purchaser and its Affiliates (including the Conveyed Subsidiaries and their Subsidiaries), to conduct the Business in substantially the same manner as conducted as of the date of this Agreement, and (ii) constitute the assets and rights that generated the income and revenue included in the Historical Financial Statements in all material respects; provided, that the foregoing is subject to the limitation that certain Governmental Authorizations (including Environmental Permits) used in the Business may not be transferable or may require approval prior to transferring.

Section 4.16 Taxes.

a. All material Tax Returns that are required to be filed on or before the date of this Agreement by or on behalf of each Conveyed Subsidiary and each Subsidiary thereof have been timely filed (taking into account any applicable extensions). Such Tax Returns were true, complete, and correct in all material respects when filed. None of the Conveyed Subsidiaries or any Subsidiary thereof is currently the beneficiary of any extension of time within which to file any Tax Return.

b. All material Taxes of each Conveyed Subsidiary and each Subsidiary thereof that are due and payable on or before the date of this Agreement have been timely paid (taking into account any applicable extensions), except for Taxes being contested in good faith by appropriate proceedings for which adequate reserves have been established in accordance with GAAP.

c. There are no currently effective extensions or waivers of statutes of limitations for the assessment or collection of Taxes, or requests therefor, with respect to any material Taxes of the Conveyed Subsidiaries or any Subsidiary thereof.

d. There are no outstanding assessments, claims or deficiencies for any material Taxes of the Conveyed Subsidiaries or any Subsidiary thereof (including their assets) that have been proposed, asserted or assessed by any Taxing Authority, in each case in writing, which have not been paid or otherwise settled.

e. There are no Liens for a material amount of Taxes upon any of the Shares, the Purchased Assets or the assets of the Conveyed Subsidiaries and their respective Subsidiaries, except for Permitted Liens described in clause (iv) of the definition thereof.

f. To the Knowledge of Seller Parent, no Tax Return that includes any Conveyed Subsidiary or any Subsidiary thereof is currently the subject of any Action by any Taxing Authority and no Taxing Authority has given written notice of the commencement of (or its intent to commence) any Action, which could reasonably be expected to result in a material Tax to Purchaser or any of its Affiliates with respect to a Post-Closing Tax Period.

g. No written claim which has not been resolved has been made by any Taxing Authority in a jurisdiction in which any Conveyed Subsidiary (or Subsidiary thereof) does not file Tax Returns that such Conveyed Subsidiary (or Subsidiary thereof) is or may be subject to Tax in such jurisdiction.

h. The Conveyed Subsidiaries and their respective Subsidiaries are not a party to any Tax-sharing arrangements, Tax indemnity agreement or similar contract or arrangement pursuant to which it will have any obligation to make any payments for Taxes after the Closing other than (i) any such arrangement, agreement or contract exclusively between or among the Conveyed Subsidiaries and their Subsidiaries or (ii) such commercially customary arrangement, agreement or contract under loan agreements, lease agreements or similar commercial agreements entered into in the ordinary course of business consistent with past practice that do not relate primarily to Taxes.

i. The Conveyed Subsidiaries and their respective Subsidiaries have not entered into or received any grants, rulings, closing agreements, advance pricing agreements or other similar items or agreements that are currently in effect and will apply to any Post-Closing Tax Period. The Asset Sellers have not entered into or received any grants, rulings, closing agreements, advance pricing agreements or other similar items or agreements, in each case relating to the Purchased Assets, the Business or the Assumed Liabilities, that are currently in effect and will apply to Purchaser and its Subsidiaries in any Post-Closing Tax Period.

j. All material Taxes that the Conveyed Subsidiaries and their respective Subsidiaries are obligated to deduct, withhold or collect from amounts owing to any employee, creditor, or third party have been timely deducted or withheld, collected and paid over, in each case, to the proper Taxing Authority and the Conveyed Subsidiaries and their respective Subsidiaries have complied in all material respects with all related Tax information reporting provisions under applicable Laws.

k. None of the Conveyed Subsidiaries and their respective Subsidiaries is or has been a member of an affiliated, combined, unitary or similar group (other than a group the common parent of which is a Seller or that includes only any of the Conveyed Subsidiaries and their respective Subsidiaries) filing a consolidated, combined, unitary or similar Tax Return or has any liability for Taxes of any Person arising from the application of Treasury Regulation Section 1.1502-6 or any analogous provision of state, local or foreign Law, or as transferee or successor, by contract or otherwise (other than as a result of being in such a group the common parent of which is a Seller or that includes only any of the Conveyed Subsidiaries and their respective Subsidiaries).

l. None of the Conveyed Subsidiaries and their respective Subsidiaries has constituted either a "distributing corporation" or a "controlled corporation" (within the meaning of Section 355(a)(1)(A) of the Code) in a distribution of stock described in Section 355 of the Code in the two year period preceding the date of this Agreement.

m. None of the Conveyed Subsidiaries and their respective Subsidiaries has participated in a "listed transaction" within the meaning of Treasury Regulation Section 1.6011-4(b).

n. Seller Parent and its Subsidiaries (i) for U.S. federal income tax purposes either (x) disregard as an entity separate from its owner or (y) treat as a partnership, each of the Conveyed Subsidiaries, (ii) have filed with respect to each Conveyed Subsidiary all appropriate U.S. federal income Tax elections consistent with such Conveyed Subsidiary's U.S. federal income tax entity classification, and (ii) have not filed with respect to each Conveyed Subsidiary any U.S. federal income Tax elections inconsistent with such Conveyed Subsidiary's U.S. federal income tax entity classification.

o. None of the Conveyed Subsidiaries or their respective Subsidiaries has been party to a transaction to which the provisions of Section 617 of the Taxes Consolidation Act 1997 ("TCA") apply in the 10 years preceding and including the date of completion.

p. The entry into the transactions contemplated by this Agreement will not result in any profit or gain being deemed to accrue to the Conveyed Subsidiaries or their respective Subsidiaries for Tax purposes, whether pursuant to Section 623 of the TCA or otherwise

Section 4.17 Employee Benefits; Employees.

a. Set forth in Section 4.17(a) of the Seller Disclosure Letter is a true and complete list of each material Plan in effect as of the date of this Agreement and separately identifies each material Company Plan.

b. With respect to each Company Plan, Seller Parent has made available to Purchaser true and complete copies of each Company Plan and any amendments thereto (or a written

summary of all material terms if the Company Plan has not been reduced to writing). With respect to each Company Plan, Seller Parent has made available to Purchaser true and complete copies, to the extent applicable, of (i) the most recent summary plan descriptions with respect to each Company Plan, (ii) any related trust or other funding vehicle, (iii) the most recent annual report on IRS Form 5500, to the extent applicable and (iv) the most recent determination or opinion letter received from the IRS with respect to each Company Plan intended to qualify under Section 401 of the Code.

c. Each Plan intended to be qualified within the meaning of Section 401(a) of the Code is covered by a determination or opinion letter from IRS upon which it can rely that it is so qualified or, if no such determination has been made, either an application for such determination is pending with the IRS or the time within which such determination may be sought from the IRS has not yet expired. Except as would not be reasonably expected to have a Material Adverse Effect, each Foreign Plan that is intended to qualify for Tax-preferential treatment under applicable Law so qualifies and has received, where required, approval from the applicable Governmental Authority that it is so qualified and no event has occurred or circumstance exists that may give rise to disqualification or loss of Tax-preferential treatment.

d. No Plan is a "multiemployer plan," as such term is defined in Section 3(37) of ERISA, nor is any Plan subject to Section 302 or Title IV of ERISA or Section 412 of the Code. Except as would not be reasonably expected to have a Material Adverse Effect, none of the Conveyed Subsidiaries (or any Subsidiary thereof) has any Liability (i) for any Tax imposed under Section 4980B of the Code, or (ii) for any Tax imposed under 4980H or 9815 of the Code. No Conveyed Subsidiary or Asset Seller is or has at any time in the last six (6) years been connected with or an associate of (as those terms are used in the UK Pensions Act 2004) the employer in a UK defined benefit pension plan. None of Sellers, any of the Conveyed Subsidiaries (or any Subsidiary thereof), or any of their respective ERISA Affiliates has incurred any liability to or on account of, any Plan pursuant to Title IV of ERISA, during the six (6) years preceding the date of this Agreement, which has not been fully paid.

e. To the Knowledge of Seller Parent, each Plan has been maintained, operated and administered in material compliance in all respects with its terms and applicable Law. All contributions required to be made to any Company Plan by applicable Law and the terms of such Company Plan, and all premiums due or payable with respect to insurance policies funding any Company Plan, for any period through the date hereof, have been timely made or paid in full or, to the extent not required to be made or paid on or before the date hereof, have been fully reflected in the accounting records of the Conveyed Subsidiaries (or any Subsidiary thereof) to the extent required.

f. Other than routine claims for benefits submitted by participants or beneficiaries, no claim against, or proceeding involving, any Company Plan or any fiduciary thereof is pending or, to the Knowledge of Seller Parent, is threatened, which could reasonably be expected to result in any material Liability, direct or indirect (by indemnification or otherwise) of any Conveyed Subsidiaries (or any Subsidiary thereof).

g. Neither the execution of this Agreement nor the consummation of the transactions contemplated by this Agreement (either alone or in conjunction with any other event) will (i)

cause accelerated vesting, payment or delivery of, or increase the amount or value of, any payment or benefit to any Business Employee, (ii) constitute a "deemed severance" or "deemed termination" under any Company Plan or (iii) result in any "parachute payment" under Section 280G of the Code (or any corresponding provision of state, local, or foreign Tax Law). No Conveyed Subsidiary (or any Subsidiary thereof) will be required to "gross up" or otherwise compensate any individual because of the imposition of any Tax on any payment to the individual.

h. Seller Parent shall have provided to Purchaser a true and complete list of the Business Employees (non-U.S.) and Business Employees (U.S.) as provided by Section 1.1(B) and Section 1.1(C), respectively, including the following information: whether each Business Employee is on leave of absence, and the employing entity, work location, position, date of hire, base salary, and bonus opportunity in the current fiscal year. Seller Parent has made available to Purchaser true and complete copies of each standard form employment contract applicable to Business Employees (non-U.S.) employed by Asset Sellers in a jurisdiction where the ARD applies and details of any material deviations from these standard forms. There is no person engaged to provide personal services to the Business who is not a Business Employee.

i. (i) No Conveyed Subsidiary (or any Subsidiary thereof), nor any Seller in connection with the Business is party to any Collective Bargaining Agreement; (ii) no labor union, labor organization, or works council has made a demand for recognition or certification, and there are no representation or certification proceedings or union elections presently pending or threatened in writing against any Conveyed Subsidiary (or any Subsidiary thereof) or involving any of the employees of the Business; (iii) during the three (3) years prior to the date hereof, there have been no, and there are no pending strikes, picketing, lockouts, work stoppages or slowdowns against any Conveyed Subsidiary (or any Subsidiary thereof) or involving any of the employees of the Business; (iv) there is no material unfair labor practice charge, labor arbitration or labor grievance proceeding threatened in writing against any Conveyed Subsidiary (or any Subsidiary thereof) or the Business; and (v) there is no union, works council or other employee representative group, which must be notified, consulted or with which negotiations need to be conducted in connection with the transactions contemplated by this Agreement.

j. Except as would not be reasonably expected to have a Material Adverse Effect, Seller Parent and its Affiliates in connection with the Business and the Conveyed Subsidiaries have complied with all applicable Laws relating to labor and employment matters, including fair employment practices, terms and conditions of employment, equal employment opportunity, nondiscrimination, consultation, immigration, labor relations, wages, hours benefits, workers' compensation, payment of social security and similar Taxes, occupational health and safety, employee termination, and plant closing.

k. Except as would not be reasonably expected to have a Material Adverse Effect, there is no suit, action or proceeding pending or, to the Knowledge of Seller Parent, threatened against Seller with respect to the Business relating to the alleged violation of any Law pertaining to labor relations or employment matters. Except as would not be reasonably expected to have a Material Adverse Effect, none of Seller Parent, an Asset Seller or a Conveyed Subsidiary (or any of its Subsidiaries) has in connection with the Business implemented any plant closing or layoff of employees that could implicate WARN or any similar Law.

l. Except as set forth on Section 4.17(l) of the Seller Disclosure Letter, no Conveyed Subsidiary (or any of its Subsidiaries) or Asset Seller has, in the six (6) years prior to the date hereof, been a party to a transaction whereby employee Liabilities in relation to early retirement benefits, including those due to or in relation to redundancy, in each case arising under or in connection with a UK defined benefit pension plan transferred to it pursuant to the ARD.

m. The representations and warranties set forth in this Section 4.17 are the sole and exclusive representations and warranties of Seller Parent with respect to Plans, Foreign Plans, Collective Bargaining Agreements and other employee matters.

Section 4.18 Insurance. (a) Set forth in Section 4.18 of the Seller Disclosure Letter is a list, as of the date hereof, of each current material insurance policy that covers the Business, including its operations, properties, assets or employees (including a description of any self-insurance program). (b) Such insurance policies are in full force and effect in all material respects and all premiums due and payable thereon have been paid, and no written notice that any such insurance policy is no longer in force or effect has been received by any Seller or Conveyed Subsidiary (or any Subsidiary thereof) and, to the Knowledge of Seller Parent, no Seller or any Conveyed Subsidiary (or any Subsidiary thereof) is in default in any material respect of any provision of such insurance policies. (c) The coverage of such insurance policies is adequate to satisfy all of the contractual insurance obligations required under the terms of any Material Contract, Shared Contract or Real Property Lease or as required by applicable Law.

Section 4.19 Brokers. Except for Goldman, Sachs & Co. and Guggenheim Securities, LLC, no broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement or the Ancillary Agreements based upon arrangements made by or on behalf of Seller Parent. Seller Parent is solely responsible for the fees and expenses of Goldman, Sachs & Co. and Guggenheim Securities, LLC and other Seller Transaction Expenses.

Section 4.20 Customers and Suppliers. Section 4.20 of the Seller Disclosure Letter sets forth an accurate and complete list of each supplier and end-user customer (not including distributors) accounting for more than five (5) percent of the consolidated purchases or sales, as the case may be, of the applicable Sellers and the Conveyed Subsidiaries (and Subsidiaries thereof) in respect of the Business, for the fiscal year ended December 31, 2015. Since January 1, 2016, no such supplier or customer of the Business has cancelled, terminated or materially and adversely modified or to the Knowledge of Seller Parent, threatened to cancel, terminate or materially and adversely modify, its relationship with any applicable Seller. Since the January 1, 2016, no Seller or Conveyed Subsidiary (or Subsidiary thereof) has received any written notice that any such supplier or customer may cancel, terminate or otherwise materially and adversely modify its relationship with such applicable Seller or Conveyed Subsidiary (or Subsidiary thereof) either as a result of the transactions contemplated hereby or otherwise.

Section 4.21 Customer Warranties. As of the date hereof, there are no pending, or to the Knowledge of Seller Parent, threatened, legal proceedings or suits under or pursuant to any warranty, whether expressed or implied, on Products or services relating to the Business or the Purchased Assets sold on or prior to the Closing Date that are not disclosed or referred to in the most recent Historical Financial Statements and that are not fully reserved against in accordance with GAAP except as would not be materially adverse to the Business. As of the date hereof, to the Knowledge of Seller Parent, all of the services rendered directly by the applicable Sellers and Conveyed Subsidiaries relating to the Business or the Purchased Assets have been performed in all material respects in conformity with all express warranties and with all applicable contractual commitments, and the Sellers do not have any liability for replacement or repair or for other damages relating to or arising from any such services, except for amounts incurred in the ordinary course of business consistent with past practice which are not required by GAAP to be disclosed in the Historical Financial Statements and has not had and would not reasonably be expected to have, individually or in aggregate, a Material Adverse Effect.

Section 4.22 Product Liability.

a. As of the date hereof, there are no legal proceedings or suits pending or, to the Knowledge of Seller Parent, threatened, relating to the Business or the Purchased Assets by or before any Governmental Authority against or involving any Seller with respect to the Business or concerning any Product manufactured, shipped, sold or delivered by or on behalf of any of them relating to or resulting from an alleged defect in design, manufacture, materials or workmanship of any Product manufactured, shipped, sold or delivered by or on behalf of any Seller with respect to the Business or any alleged failure to warn, or any alleged breach of implied warranties or representations, and, to the Knowledge of Seller Parent, none are being threatened that has had or would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

b. To the Knowledge of Seller Parent, since September 30, 2015, there have been no defects in design, manufacturing, materials or workmanship including any failure to warn, or any breach of express or implied warranties or representations, which involve any Product manufactured, shipped, sold or delivered by or on behalf of the Sellers except to the extent that such defects have not, individually or in the aggregate, had a Material Adverse Effect. All manufacturing standards applied, testing procedures used, and product specifications disclosed to customers by the Sellers with respect to the Business have complied in all material respects with all requirements established by any applicable Law or Governmental Order.

Section 4.23 Securities Act. Seller Parent is receiving the shares of Purchaser Common Stock being issued pursuant to the Share Consideration solely for the purpose of investment and not with a view to, or for sale in connection with, any distribution thereof in violation of the Securities Act. Seller Parent acknowledges that the shares being issued pursuant to the Share Consideration are not registered under the Securities Act, any applicable state securities Law or any applicable foreign securities Laws, and that such shares may not be transferred or sold except pursuant to the Shareholders Agreement and the registration provisions of the Securities Act or applicable foreign securities Laws or pursuant to an applicable exemption therefrom and pursuant to state securities Laws as applicable. Seller Parent (either alone or together with its Representatives) has sufficient knowledge and experience in financial and business matters so as to be capable of evaluating the merits and risks of its investment in the Purchaser Common Stock and is capable of bearing the economic risks of such investment.

Section 4.24 No Other Representations or Warranties. Except for the representations and warranties contained in this Article IV, neither Seller Parent, the other Sellers nor any of their respective Affiliates makes any express or implied representation or warranty with respect to Seller Parent, the other Sellers, the Conveyed Subsidiaries or any of their respective Subsidiaries or Affiliates, the Purchased Assets, the Business or with respect to any other information provided, or made available, to Purchaser or any of its Affiliates or Representatives in connection with the transactions contemplated hereby. Neither Seller Parent nor any of its Affiliates has made any representation or warranty, express or implied, as to the prospects of the Business or its profitability for Purchaser, or with respect to any forecasts, projections or business plans prepared by or on behalf of the Sellers and delivered to Purchaser in connection with Purchaser's review of the Business and the negotiation and execution of this Agreement. Neither Seller Parent, the other Sellers nor any other Person will have, or be subject to, any liability or other obligation to Purchaser, its Affiliates or Representatives or any other Person resulting from Purchaser's use of, or the use by any of its Affiliates or Representatives of any information, including information, documents, projections, forecasts or other material made available to Purchaser, its Affiliates or any of their respective Representatives in a virtual data room, confidential information memorandum, management presentations, offering materials, site tours or visits, diligence calls or meetings or any documents prepared by, or on behalf of, Seller Parent or its Affiliates, or any of Purchaser's potential financing sources in connection with Purchaser's financing activities with respect to the transactions contemplated by this Agreement, unless any such information is expressly and specifically included in a representation or warranty contained in this Article IV. Each of Seller Parent and the other Sellers and their respective Affiliates disclaims any and all other representations and warranties, whether express or implied. Notwithstanding anything to the contrary contained in this Agreement, neither Seller Parent, the other Sellers nor any of their respective Affiliates makes any express or implied representation or warranty with respect to Excluded Assets, Retained Businesses or Retained Liabilities. None of the foregoing in this Section 4.24 shall in any event be deemed to relieve any Party from Liability for fraud.

ARTICLE V

REPRESENTATIONS AND WARRANTIES OF PURCHASER

Except (a) as disclosed or reflected in the SEC Reports, but excluding any risk factor disclosures contained under the heading "Risk Factors," any disclosure of risks included in any "forward-looking statements" disclaimer or any other statements that are similarly predictive or forward-looking in nature, in each case, other than any specific factual information contained therein, or (b) as set forth in the Purchaser Disclosure Letter and in accordance with Section 10.11 (other than with respect to Section 5.3, which shall not be subject to the foregoing exceptions), Purchaser hereby represents and warrants to Seller Parent as follows:

Section 5.1 Organization. Purchaser is a corporation duly organized, validly existing and in good standing under the Laws of Delaware.

Section 5.2 Authority; Binding Effect.

a. Purchaser has all requisite corporate power and authority to carry on its business as it is now being conducted and to execute and deliver this Agreement and each Ancillary Agreement to which it will be a party, and to perform its obligations hereunder and thereunder. The execution and delivery by Purchaser of this Agreement and by Purchaser and each Purchaser Designated Affiliate of each Ancillary Agreement to which it will be a party, and the performance by Purchaser and such Purchaser Designated Affiliates of their obligations hereunder and thereunder, have been, or will have been at the Closing, duly authorized by all requisite corporate or other action.

b. This Agreement has been duly executed and delivered by Purchaser and, assuming this Agreement has been duly executed and delivered by Seller Parent, constitutes a valid and binding obligation of Purchaser, and each Ancillary Agreement will be duly executed and delivered by Purchaser and each Purchaser Designated Affiliate to which it will be a party and will, assuming such Ancillary Agreement has been duly executed and delivered by each Seller that will be a party thereto, constitute a valid and binding obligation of Purchaser and such Purchaser Designated Affiliate, in each case enforceable against Purchaser and such Purchaser Designated Affiliate in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or similar Laws affecting creditors' rights generally or by general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or law).

Section 5.3 Capitalization.

a. As of August 31, 2016, the authorized capital stock of Purchaser consists of 80,000,000 shares of Purchaser Common Stock, of which 16,231,547 shares are issued and outstanding, no shares are issued and held in the treasury of Purchaser, and 2,287,315 shares are reserved for issuance pursuant to the grant of equity awards under Purchaser Equity Compensation Plans. Since September 1, 2016 through the date of this Agreement, there have been no issuances of Purchaser Equity Securities or other securities of Purchaser other than shares that were reserved for issuance pursuant to Purchaser Equity Compensation Plans. All of the outstanding shares of capital stock of Purchaser are duly authorized, validly issued, fully paid and non-assessable.

b. Except for Purchaser Equity Securities issued or reserved for issuance pursuant to the Purchaser Equity Compensation Plans as set forth in Section 5.3(a) and as contemplated by this Agreement and the Ancillary Agreements, as of the date of this Agreement, there are no (and no plans to issue) outstanding warrants, options, Contracts, subscriptions, redemptions, profit participations, stock appreciation, phantom stock, rights of first offer or refusal, anti-dilution rights, preemptive rights or other rights, convertible or exchangeable securities or other commitments, whether written or oral, pursuant to which Purchaser or any of its Subsidiaries is or may become obligated to issue, sell, purchase, return, redeem or otherwise acquire any Purchaser Equity Securities or other securities of Purchaser or any of its Subsidiaries, and no equity interests of Purchaser or any of its Subsidiaries are reserved for issuance for any purpose. There are no voting trusts, stockholder agreements, Liens, proxies or other rights or Contracts in effect with respect to the voting, transfer or dividend rights of Purchaser's capital

stock to which Purchaser is a party or, to the knowledge of Purchaser, between or among Purchaser's stockholders. The issuance of shares of Purchaser Common Stock pursuant to the Share Consideration will not obligate Purchaser or any of its Subsidiaries to issue Purchaser Equity Securities or other securities of Purchaser or its Subsidiaries to any Person (other than Seller Parent or its Affiliates) and will not result in a right of any holder of Purchaser's securities to adjust the exercise, conversion, exchange or reset price under any of such securities.

c. Section 5.3(c) of the Purchaser Disclosure Letter includes a list of all of the Subsidiaries of Purchaser. All the outstanding shares of capital stock of, or other equity interests in, each Significant Subsidiary have been validly issued and are fully paid and non-assessable and are owned directly or indirectly by Purchaser, free and clear of all Liens, other than applicable restrictions arising under securities Laws. Neither Purchaser nor any of its Subsidiaries directly or indirectly owns any equity or similar interest in, or any interest convertible into or exchangeable or exercisable for, any corporation, partnership, joint venture or other business association or entity that is or would reasonably be expected to be material to Purchaser and its Subsidiaries taken as a whole.

d. Purchaser has no outstanding bonds, debentures, notes or other obligations, the holders of which have the right to vote (or are convertible into or exercisable for securities having the right to vote) with the stockholders of Purchaser on any matter.

Section 5.4 No Conflicts; Consents. The execution, delivery and performance by Purchaser of this Agreement, and the consummation of the transactions contemplated hereby, do not and will not (i) violate any provision of the certificate of incorporation, bylaws or other organizational documents of Purchaser, (ii) conflict with, constitute a default under, or result in the breach or termination, cancellation or acceleration (whether after the giving of notice or the lapse of time or both) of any right or obligation of Purchaser or any of its Affiliates under any material Contract to which Purchaser or any of its Affiliates is a party or is subject, or (iii) assuming compliance with the matters set forth in Sections 4.5 and 5.5, violate or result in a breach of or constitute a default under any Law or other restriction of any Governmental Authority to which Purchaser is subject, except, with respect to clauses (ii) and (iii) for any violations, breaches, conflicts, defaults, terminations, cancellations or accelerations as would not, individually or in the aggregate, have a Purchaser Material Adverse Effect.

Section 5.5 Governmental Authorization. The execution, delivery and performance of this Agreement by Purchaser does not require any Approval of, or Filing with, any Governmental Authority, except for (i) the expiration or early termination of the waiting period under the HSR Act, (ii) the Approvals and Filings set forth in Annex C, (iii) the notice or application to the Nasdaq Global Select Market for the acquisition and issuance of the shares of Purchaser Common Stock constituting the Share Consideration for trading thereon, and (iv) such other the Approvals and Filings which if not obtained or made would not, individually or in the aggregate, have a Purchaser Material Adverse Effect.

Section 5.6 Third Party Approvals. The execution, delivery and performance by Purchaser of this Agreement and the transactions contemplated hereby do not require any consents, waivers, authorizations or approvals of, or filings with or notifications to, any third parties which have not been obtained by Purchaser (other than as contemplated by Sections 5.5 and 6.7(a)).

Section 5.7 Available Funds.

a. Purchaser has delivered to Seller Parent true, correct and complete fully executed copies of the commitment letter, dated as of October 6, 2016, among Purchaser, Wells Fargo Bank, National Association, Wells Fargo Securities, LLC and Barclays Bank PLC, including all exhibits, schedules, annexes and amendments to such letter in effect as of the date of this Agreement and including the fee letter (in a redacted form removing only the fee amounts and economic information, but which redacted fee amounts and economic information does not relate to the amounts or conditionality of, or contain any conditions precedent to, the funding of the Financing) (collectively, the "Commitment Letter"), pursuant to which, subject only to the conditions set forth in the Commitment Letter, each of the parties thereto (other than Purchaser) has severally committed to lend the amounts set forth therein (the provision of such funds as set forth therein, the "Financing") for the purposes set forth in such Commitment Letter. The Commitment Letter has not been amended, restated or otherwise modified or waived prior to the execution and delivery of this Agreement, and the respective commitments contained in the Commitment Letter have not been withdrawn, rescinded, amended, restated or otherwise modified in any respect prior to the execution and delivery of this Agreement, and in each case, no such amendment, restatement, modification or waiver is contemplated. The Commitment Letter is in full force and effect and constitutes the legal, valid and binding obligation of each of Purchaser and, to the knowledge of Purchaser, the other parties thereto, subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar Laws affecting creditors' rights and to general principles of equity. There are no conditions or contingencies (including pursuant to any "flex" provisions) related to the funding of the full amount of the Financing pursuant to the Commitment Letter, other than as expressly set forth in the Commitment Letter. Subject to the terms and conditions of the Commitment Letter, the net proceeds contemplated from the Financing, together with other financial resources of Purchaser, including cash on hand and marketable securities of Purchaser, shall, in the aggregate, be sufficient for the satisfaction of all of Purchaser's obligations under this Agreement, including the payment of the Final Purchase Price and all fees and expenses reasonably expected to be incurred in connection herewith. No event has occurred which would constitute a breach or default (or an event which with notice or lapse of time or both would reasonably be expected to constitute a default or breach) on the part of Purchaser or its Affiliates or, to the knowledge of Purchaser, on the part of any other party to the Commitment Letter, or the failure of any condition, on the part of Purchaser or its Affiliates under the Commitment Letter or, to the knowledge of Purchaser, the other parties thereto or would otherwise result in any portion of the Financing to be unavailable. Assuming the accuracy of Seller Parent's representations and warranties hereunder such that the condition set forth in Section 8.2(a) would be satisfied, as of the date hereof, Purchaser has no reason to believe (both before and after giving effect to any "flex" provisions contained in the Commitment Letter) that any of the conditions to the Financing shall not be satisfied on a timely basis on or prior to the Closing, or that the Financing or any other funds necessary for the satisfaction of all of Purchaser's obligations under this Agreement and of all fees and expenses reasonably expected to be incurred in connection herewith shall not be available to Purchaser on the Closing Date. There are no side letters or other Contracts, instruments or other commitments, obligations or arrangements (whether written or oral) related to the funding of the full amount of the Financing, other than as expressly set forth in the Commitment Letter and delivered to Seller Parent prior to the date of this

Agreement. Purchaser has fully paid all commitment fees and other amounts required to be paid on or prior to the date of this Agreement in connection with the Financing, and Purchaser represents that any other fees or other amounts that are due under the Commitment Letter are required to be paid no earlier than the Closing.

b. Purchaser acknowledges and agrees that notwithstanding anything to the contrary in this Agreement, the consummation of the Financing shall not be a condition to the obligation of Purchaser to consummate the transactions contemplated hereby on the Closing Date.

Section 5.8 Share Consideration. The Share Consideration shall be, at the time of issuance, duly authorized, validly issued, fully paid and nonassessable, free and clear of all Liens and will not be issued in breach or violation of any preemptive rights or Contract. Assuming the accuracy of Seller Parent's representations and warranties set forth in Section 4.23, the issuance of the Share Consideration in accordance with the terms set forth in the Agreement is exempt from registration under the Securities Act and otherwise issued in compliance with all Laws.

Section 5.9 Securities Act. Purchaser is acquiring the Shares solely for the purpose of investment and not with a view to, or for sale in connection with, any distribution thereof in violation of the Securities Act. Purchaser acknowledges that the Shares are not registered under the Securities Act, any applicable state securities Law or any applicable foreign securities Laws, and that such Shares may not be transferred or sold except pursuant to the registration provisions of the Securities Act or applicable foreign securities Laws or pursuant to an applicable exemption therefrom and pursuant to state securities Laws as applicable. Purchaser (either alone or together with its Representatives) has sufficient knowledge and experience in financial and business matters so as to be capable of evaluating the merits and risks of its investment in the Shares and is capable of bearing the economic risks of such investment.

Section 5.10 No Litigation. There is no material action, order, writ, injunction, judgment or decree outstanding, or suit, litigation, proceeding, labor dispute (other than routine grievance procedures or routine, uncontested claims for benefits under any benefit plans for any officers, employees or agents of Purchaser), arbitration, investigation or reported claim, pending or, to the knowledge of Purchaser, threatened, before any Governmental Authority or arbitrator, which seeks to delay or prevent the consummation of the transactions contemplated hereby or would, if adversely determined, materially impair or delay the ability of Purchaser to consummate the transactions contemplated by this Agreement or the Ancillary Agreements or perform its obligations hereunder or thereunder. Neither Purchaser nor any of its Subsidiaries or Affiliates is subject to any outstanding decree of any Governmental Order which would, individually or in the aggregate, materially impair or delay the ability of Purchaser to consummate the transactions contemplated by this Agreement or the Ancillary Agreements or perform its obligations hereunder or thereunder, other than any such Governmental Order after the date hereof relating to the transactions contemplated hereby.

Section 5.11 Brokers. Except as set forth in Section 5.11 of the Purchaser Disclosure Letter, no broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of Purchaser. Purchaser is solely responsible for any such fees and expenses.

Section 5.12 Solvency. Assuming satisfaction of the condition set forth in Section 8.2(a), immediately after the Closing, and after giving effect to the transactions contemplated by this Agreement and the Ancillary Agreements, Purchaser and its Subsidiaries (including, after the Closing, the Conveyed Subsidiaries and their respective Subsidiaries) will be Solvent. No transfer of property is being made, and no obligation is being incurred in connection with the transactions contemplated by this Agreement with the intent of Purchaser to hinder, delay or defraud either present or future creditors of Purchaser, any Seller or any Conveyed Subsidiary or any of their Subsidiaries.

Section 5.13 SEC Reports; Financial Statements.

a. Purchaser has filed with or furnished to the SEC all reports, schedules, forms, statements and other documents required to be filed or furnished by Purchaser under the Securities Act, the Exchange Act, including pursuant to Section 13(a) or 15(d) thereof, and the rules and regulations of the NASDAQ for the three-year period preceding the date of this Agreement (the foregoing materials, including the exhibits thereto and documents incorporated by reference therein, , being collectively referred to herein as the "SEC Reports") on a timely basis or has received a valid extension of such time of filing and has filed any such SEC Reports prior to the expiration of any such extension. As of their respective dates, the SEC Reports complied in all material respects with the requirements of the Securities Act, the Exchange Act and the Sarbanes-Oxley Act, as applicable, and none of the SEC Reports, when filed, contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

b. The financial statements of Purchaser included (or incorporated by reference) in the SEC Reports (including the notes thereto) comply in all material respects with applicable accounting requirements and the rules and regulations of the SEC with respect thereto as in effect at the time of filing. Such financial statements have been prepared in accordance with GAAP, except as may be otherwise specified in such financial statements or the notes thereto and except that unaudited financial statements may not contain all footnotes required by GAAP, and fairly present in all material respects the financial position of Purchaser and its consolidated Subsidiaries as of and for the dates thereof and the results of operations and cash flows for the periods then ended, subject, in the case of unaudited statements, to normal year-end audit adjustments. Since January 1, 2015, Purchaser has not made any change in the accounting practices and policies applied in the preparation of its financial statements, except as required by GAAP, SEC rule or policy or applicable Law. No financial statements of any Person other than Purchaser are required by GAAP to be included in the financial statements of Purchaser.

Section 5.14 Internal Accounting and Disclosure Controls. Purchaser maintains a system of internal control over financial reporting (as such term is defined in Rules 13a-15(f) and 15d-15(f) under

the Exchange Act) sufficient to provide reasonable assurance regarding the reliability of Purchaser's financial reporting and the preparation of Purchaser's financial statements for external purposes in accordance with GAAP and that (a) transactions are executed in accordance with management's general or specific authorization, (b) transactions are recorded as necessary to permit preparation of financial statements in conformity with GAAP and to maintain asset accountability, (c) access to assets is permitted only in accordance with management's general or specific authorization, and (d) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences. Purchaser's disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act) are adequate and effective to ensure that all material information required to be disclosed by Purchaser in the reports it files or furnishes under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms. Purchaser's management has completed an evaluation of the effectiveness of Purchaser's internal controls over financial reporting as required by Section 404 of the Sarbanes-Oxley Act for the fiscal year ended December 31, 2015, and has concluded that such internal controls were effective. Purchaser has disclosed, based on its most recent evaluation of Purchaser's internal control over financial reporting prior to the date of this Agreement, to Purchaser's auditors and audit committee (i) any significant deficiencies and material weaknesses in the design or operation of Purchaser's internal control over financial reporting which are reasonably likely to adversely affect Purchaser's ability to record, process, summarize and report financial information and (ii) any fraud, whether or not material, that involves management or other employees who have a significant role in Purchaser's internal control over financial reporting. Purchaser's management has evaluated the effectiveness of the design and operation of Purchaser's disclosure controls and procedures and, to the extent required by applicable Law, presented in any applicable SEC Report that is a report on Form 10-K or Form 10-Q, or any amendment thereto, filed prior to the date of this Agreement, its conclusions about the effectiveness of the disclosure controls and procedures as of the end of the period covered by such report or amendment based on such evaluation (and as of the most recent evaluation, such disclosure controls and procedures were effective). Since the date of the most recent evaluation of such disclosure controls and procedures and internal controls, there have been no material changes in such controls or in other factors that would reasonably be expected to materially affect disclosure controls and procedures or internal controls, including any corrective actions with regard to significant deficiencies and material weaknesses.

Section 5.15 Listing and Maintenance Requirements. The Purchaser Common Stock is registered pursuant to Section 12(b) of the Exchange Act, and Purchaser has taken no action designed to, or which to its knowledge is likely to have the effect of, terminating the registration of Purchaser Common Stock under the Exchange Act nor has Purchaser received any written notification that the SEC is contemplating terminating such registration. Purchaser is in material compliance with the listing and maintenance requirements and any other applicable rules and regulations of the NASDAQ.

Section 5.16 No Undisclosed Liabilities. As of the date hereof, neither Purchaser nor any of its Subsidiaries has any obligations, claims, Indebtedness or other Liabilities of any nature or kind whatsoever (whether accrued, known or unknown, absolute, contingent or otherwise) except for (i) Liabilities accrued for, reflected on, disclosed and/or reserved against in the audited consolidated balance sheet of Purchaser and its Subsidiaries as of December 31, 2015 included in the SEC Reports, (ii)

accounts payable to trade creditors and accrued expenses incurred subsequent to the Balance Sheet Date in the ordinary course of business consistent with past practice, and (iii) Liabilities incurred in connection with or arising out of the transactions contemplated hereby, in each case, other than Liabilities which would not, individually or in the aggregate, reasonably be expected to have a Purchaser Material Adverse Effect.

Section 5.17 Absence of Material Changes. Since the Balance Sheet Date through the date hereof, there has not been any change, circumstance, development, state of facts, occurrence or event that has had, individually or in the aggregate, a Purchaser Material Adverse Effect, and no change, circumstance, development, state of facts, occurrence, or event exists or has occurred which would reasonably be expected, individually or in the aggregate, to result in a Purchaser Material Adverse Effect.

Section 5.18 Compliance with Laws.

a. Purchaser, its Subsidiaries and Affiliates are, and have been since September 30, 2013, in compliance with all applicable Laws and Governmental Orders, and Purchaser, its Subsidiaries and Affiliates are not subject to any Governmental Order, in each case except where any instances of noncompliance or being subject to Governmental Orders, as applicable, would not, individually or in the aggregate, reasonably be expected to have a Purchaser Material Adverse Effect.

b. Since September 30, 2013, the Purchaser, its Subsidiaries and Affiliates have not received any warning letters, notices of adverse findings, or similar documents that assert a lack of material compliance with any applicable Laws, Governmental Authorizations, Governmental Orders, or regulatory requirements that have not been fully resolved in all material respects to the satisfaction of any Governmental Authority, and there is no pending or, to the knowledge of Purchaser, threatened material regulatory or enforcement Action of any sort (other than non-material routine or periodic inspections or reviews) against Purchaser, except where such lack of compliance or such failure to fully resolve any such enforcement Action would not, individually or in the aggregate, reasonably be expected to have a Purchaser Material Adverse Effect.

c. Since September 30, 2011, none of Purchaser, its Subsidiaries or Affiliates, nor, to the knowledge of Purchaser, any of their respective Representatives has taken any action which would cause Purchaser to be in violation of, in any material respect, the Anti-Corruption Laws, U.S. False Claims Act, U.S. Anti-Kickback Statute, or any applicable Law of similar effect of another jurisdiction, except where any such violations would not, individually or in the aggregate, reasonably be expected to have a Purchaser Material Adverse Effect.

d. Since September 30, 2015, none of Purchaser, its Subsidiaries or Affiliates, nor, to the knowledge of Purchaser, any Representative of the Business, has (i) conducted any business in or for the benefit of Cuba, Iran, North Korea, North Sudan or Syria, unless authorized to do so by an appropriate U.S. Governmental Authority, or (ii) engaged in any transaction, activity or conduct with or for the benefit of any Person that is the target of Sanctions, except where the conduct of such business or any such transaction, activity or conduct would not, individually or in the aggregate, reasonably be

expected to have a Purchaser Material Adverse Effect. The Purchaser, its Subsidiaries and Affiliates are in material compliance with the U.S. antiboycott Laws and applicable foreign Laws of similar effect.

Section 5.19 Condition of the Business; No Reliance.

a. Purchaser acknowledges that it is not relying on any representation or warranty of Seller Parent, other than those representations and warranties specifically set forth in Article IV of this Agreement and each Ancillary Agreement. Purchaser acknowledges that it has conducted to its satisfaction an independent investigation of the financial condition, results of operations and projected operations of the Business and the nature and condition of its properties, assets, liabilities and businesses and, in making the determination to proceed with the transactions contemplated hereby, has relied solely on the results of its own independent investigation and the representations and warranties set forth in Article IV. Purchaser acknowledges that neither Seller Parent nor any other Person has made any representation or warranty, express or implied, as to the accuracy or completeness of any information regarding any of the Sellers, the Business, the Conveyed Subsidiaries (or their Subsidiaries), the Shares, the Purchased Assets or the Assumed Liabilities not expressly set forth in this Agreement or any Ancillary Agreement. In light of these inspections and investigations and the representations and warranties made to Purchaser by Seller Parent in Article IV (and other than with respect to claims involving fraud), Purchaser is relinquishing any right to any claim based on any representations and warranties other than those specifically included in Article IV. Any claims Purchaser may have for breach of representation or warranty shall be based solely on the representations and warranties of Seller Parent set forth in Article IV.

b. Purchaser acknowledges that, except as explicitly set forth herein, neither Seller Parent nor any of its Affiliates has made any warranty, express or implied, as to the prospects of the Business or its profitability for Purchaser, or with respect to any forecasts, projections or business plans prepared by or on behalf of the Sellers and delivered to Purchaser in connection with Purchaser's review of the Business and the negotiation and execution of this Agreement.

c. Subject to Section 6.12(b), Purchaser acknowledges and agrees that it is Purchaser's responsibility to apply for its own Product Registrations and Manufacturing Registrations to the relevant Governmental Authorities.

Section 5.20 No Other Representations or Warranties. Except for the representations and warranties contained in this Article V, neither Purchaser nor any of its Affiliates makes any express or implied representation or warranty with respect to Purchaser or any of its Subsidiaries or Affiliates, the Share Consideration or with respect to any other information provided, or made available, to Seller Parent or any of its Affiliates or Representatives in connection with the transactions contemplated hereby. Neither Purchaser nor any of its Affiliates has made any representation or warranty, express or implied, as to the prospects of the business of Purchaser or its Subsidiary or its profitability for Seller Parent, or with respect to any forecasts, projections or business plans prepared by or on behalf of Purchaser and delivered to Seller Parent in connection with Seller Parent's review with respect to the Share Consideration and the negotiation and execution of this Agreement. Neither Purchaser nor any other Person will have, or be

subject to, any liability or other obligation to Seller Parent, its Affiliates or Representatives or any other Person resulting from the issuance of the Share Consideration to Seller Parent or Seller Parent's use of, or the use by any of its Affiliates or Representatives of any information, including information, documents, projections, forecasts or other material made available to Seller Parent, its Affiliates or any of their respective Representatives in a virtual data room, management presentations, offering materials, site tours or visits, diligence calls or meetings or any documents prepared by, or on behalf of, Purchaser or its Affiliates, unless any such information is expressly and specifically included in a representation or warranty contained in this Article V. Each of Purchaser and its Affiliates disclaims any and all other representations and warranties, whether express or implied. None of the foregoing in this Section 5.20 shall in any event be deemed to relieve any Party from Liability for fraud.

ARTICLE VI

COVENANTS

Section 6.1 Information and Documents.

a. From and after the date hereof and pending the Closing, upon reasonable advance notice, to the extent permitted by applicable Law, Seller Parent shall, and shall cause its Subsidiaries to, permit Purchaser and its Representatives to have reasonable access, during regular normal business hours, to (i) the Real Property, and (ii) the books and records of the Conveyed Subsidiaries (and their Subsidiaries) and the Sellers (in respect of the Business) and to such personnel, offices and other facilities and properties of the Conveyed Subsidiaries (and their Subsidiaries) and the Sellers (in respect of the Business) and to furnish such other information in respect of the Business as may be reasonably requested by Purchaser; provided, that all requests for access pursuant to this Section 6.1 shall be directed to and coordinated with a Person or Persons designated by Seller Parent; provided, however, that no such access shall unreasonably interfere with the Sellers' and the Conveyed Subsidiaries' (and their Subsidiaries') operation of their respective businesses, including the Business; and provided, further, that the Sellers may restrict the foregoing access to the extent that (A) in the reasonable judgment of the Sellers, applicable Law requires the Sellers to restrict or prohibit access to such information, (B) in the reasonable judgment of the Sellers, such information is subject to confidentiality obligations to a third party, (C) in the reasonable judgment of the Sellers, such disclosure would result in disclosure of any proprietary information or any information that is competitively or commercially sensitive, (D) the information exclusively relates to the exploration of strategic alternatives for the Business by the Sellers or their respective Affiliates (or their Representatives) or their evaluation of the Business in connection therewith, including projections or other financial or other information relating thereto, (E) disclosure of any such information could result in the loss or waiver of the attorney-client or other applicable privilege or (F) the information would give a third party the right to terminate or accelerate the rights under any Contract of the Business; provided, that in each case, Seller Parent shall: (i) give reasonable notice to Purchaser of the fact that it is restricting or otherwise prohibiting access to any documents or information pursuant to this Section 6.1), (ii) inform Purchaser with sufficient detail of the reason for such restriction or prohibition, and (iii) use its reasonable best efforts to cause the documents or information that are subject to such restriction or prohibition to be provided in a manner reasonably proposed by

Purchaser that would not reasonably be expected to violate such restriction or prohibition. It is further agreed that, prior to the Closing, Purchaser and its Representatives shall not contact any of the employees, customers, distributors or suppliers of the Sellers or the Conveyed Subsidiaries (or their Subsidiaries) with respect to the Business and in connection with the transactions contemplated by this Agreement, whether in person or by telephone, mail, or other means of communication, without the specific prior authorization by Seller Parent, which authorization shall not be unreasonably withheld, conditioned or delayed. Notwithstanding anything to the contrary contained herein, in no event shall the Sellers or the Conveyed Subsidiaries be required to provide any information to the extent it relates to any Retained Businesses, any Excluded Assets (other than Shared Contracts to the extent allocated to Purchaser pursuant to the Logistics and Services Agreement) or any Retained Liabilities. Notwithstanding the foregoing, Seller Parent shall not have any obligation under this Section 6.1 to provide any copies of its Consolidated Tax Returns to Purchaser; provided, however, that if any such Tax Return relates to Purchaser's Tax liability for a Post-Closing Tax Period, Seller Parent shall provide reasonable access to the relevant information contained in such Tax Return to Purchaser (including, at Seller Parent's reasonable discretion, by way of providing excerpted parts of such Tax Return, redacted in the manner Seller Parent deems necessary).

b. All information received by Purchaser and given by or on behalf of the Sellers in connection with this Agreement and the transactions contemplated hereby will be held by Purchaser and its Affiliates and Representatives as "Evaluation Material," as defined in, and pursuant to the terms of, the Confidentiality Agreement and as Confidential Information for purposes of Section 6.16.

Section 6.2 Conduct of Business by Sellers.

a. From and after the date of this Agreement and to the earlier of the Closing Date and the date on which this Agreement is terminated pursuant to Section 9.1, except (i) as set forth in Section 6.2(b) of the Seller Disclosure Letter or as otherwise expressly required by this Agreement or (ii) as Purchaser shall otherwise consent in writing, which consent shall not be unreasonably withheld, conditioned or delayed, Seller Parent agrees that it will, and will cause each of the Conveyed Subsidiaries (and their Subsidiaries) and the Asset Sellers (in respect of the Business) to, (x) conduct the Business in all material respects in the ordinary course consistent with past practice and (y) use commercially reasonable efforts to (i) maintain and preserve intact the Business, the Conveyed Subsidiaries (and their Subsidiaries) and the Purchased Assets (including to use commercially reasonable efforts to maintain the existence of, and rights of Sellers in, to or under the Business IP and the Licensed IP and Governmental Authorizations) in all material respects, and (ii) maintain the ordinary course and customary relationships with licensors, suppliers, distributors, customers and others having business relationships with the Business in all material respects.

b. From and after the date of this Agreement and to the earlier of the Closing Date and the date on which this Agreement is terminated pursuant to Section 9.1, except (i) as set forth in Section 6.2(b) of the Seller Disclosure Letter or as otherwise expressly required by this Agreement, or (ii) as Purchaser shall otherwise consent in writing, which consent shall not be unreasonably withheld, conditioned or delayed, (iii) as may be necessary or advisable, in the reasonable discretion of Seller

Parent, in connection with the Internal Restructurings or to transfer the Excluded Assets pursuant to Section 2.4(b), subject to the limitations set forth therein or (iv) as required by Law or the terms of any Contract made available to Purchaser or any of its Representatives prior to the date hereof, Seller Parent covenants and agrees that it shall cause the Sellers and the Conveyed Subsidiaries (and their Subsidiaries), in each case with respect to the Business, to:

i. not change or amend the charter, bylaws or similar organizational documents of any Conveyed Subsidiary (or any Subsidiary thereof);

ii. maintain insurance coverage relating to the Business at levels consistent with presently existing levels;

iii. not incur, create or assume any Lien, other than Permitted Liens, with respect to any Purchased Asset or any other material asset of the Business other than (x) those that will be discharged at or prior to the Closing and (y) in the ordinary course of business consistent with past practice;

iv. not acquire any assets (whether by merger, consolidation, acquisition of stock or assets, license or otherwise) outside of the ordinary course of business consistent with past practice;

v. not enter into a joint venture, partnership, joint development program or joint distribution agreement or any similar transaction;

vi. not propose or adopt a plan of complete or partial liquidation, dissolution, restructuring, recapitalization or other reorganization;

vii. (A) not amend any material term of, or waive any material right under, or terminate any Material Contract or distribution agreement with respect to non-U.S. jurisdictions, including Material Shared Contracts, or Real Property Lease other than in the ordinary course of business consistent with past practice, or (B) not enter into or amend any material term of any Contract that if so entered into or amended prior to the date hereof would be a Material Contract or distribution agreement with respect to non-U.S. jurisdictions, including Material Shared Contracts, or Real Property Lease other than in the ordinary course of business consistent with past practice;

viii. not issue, sell, pledge or transfer to any third party or propose to issue, sell, pledge or transfer to any third party any Shares, any equity interests of any of the Conveyed Subsidiaries (or Subsidiaries thereof), or securities convertible into, or exchangeable or exercisable for, or options with respect to, or warrants to purchase, or rights to subscribe for, Shares or equity interests of any of the Conveyed Subsidiaries (or Subsidiaries thereof);

ix. not declare, set aside or pay any dividend or any other distribution payable in equity interests or property (other than Excluded Assets) with respect to the Shares or equity interests of any Conveyed Subsidiary (or any Subsidiary thereof);

x. not change in any material respect any financial accounting method used with respect to the Business, unless required by GAAP or Law or recommended by independent auditors;

xi. solely with respect to the Conveyed Subsidiaries (and their Subsidiaries), not make, change or revoke any material Tax election, settle or compromise any Tax Claim, change any annual Tax accounting period, adopt or change any method of Tax accounting, file any amended Tax Return, enter into any Tax allocation agreement, Tax sharing agreement, Tax indemnity agreement or closing agreement relating to any Tax, surrender any right to claim a Tax refund, or consent to any extension or waiver of the statute of limitations period applicable to any material Tax Claim, in each case other than in the ordinary course of business consistent with past practice;

xii. (i) not enter into, adopt, amend in any material respect or terminate any Plan, Foreign Plan or Collective Bargaining Agreement (ii) not increase in any material manner the compensation or benefits of, or pay or otherwise grant any compensation or benefit not required by any Plan or Foreign Plan (in each case, as in effect on the date hereof) to, any Business Employee, except, in the case of either clauses (i) or (ii), (A) to the extent required by applicable Law or as required under any Plan or Foreign Plan in effect on the date hereof, (B) in the ordinary course of business consistent with past practice, (C) as would not reasonably be expected, individually or in the aggregate, to result in any material Liability to Purchaser, or (D) for amendments similarly affecting all participating employees in any Plan or Foreign Plan or (iii) transfer any Plan or Retained Liabilities to any Conveyed Subsidiary;

xiii. not sell, assign, transfer, lease, sublease, license, fail to maintain, abandon or otherwise dispose of any Purchased Assets or any assets or properties relating to the Business except for in the ordinary course of business consistent with past practice, (A) sales of Inventory in the ordinary course of business consistent with past practice, (B) leases, non-exclusive licenses, exclusive licenses, and any other agreement granting rights with respect to Intellectual Property, in each case, entered into in the ordinary course of business consistent with past practice, or (C) the failure to maintain, abandon or otherwise dispose of, or allow to lapse, rights to any Intellectual Property in the ordinary course of business consistent with past practice;

xiv. not incur, assume or guaranty any Indebtedness, in each case, other than (A) Indebtedness incurred in the ordinary course of business consistent with past practice (except for any third party Indebtedness for borrowed money to the extent it cannot be paid in full (and any Lien thereon released) at Closing), (B) Indebtedness of an Asset Seller that will not be an Assumed Liability and (C) intercompany loans or advances that will be settled prior to or upon the Closing;

xv. to make and continue to incur any capital expenditures consistent with the capital expenditure budget set forth in Section 6.2(b) of the Seller Disclosure Letter;

xvi. defer payment of any Accounts Payable or otherwise materially alter or amend practices with respect to working capital other than in the ordinary course of business consistent with past practice;

xvii. maintain and manage levels of Inventory consistent with, in all material respects, the levels maintained and managed by Seller Parent through its Subsidiaries in the ordinary course of business consistent with past practice;

xviii. continue to implement in all material respects the "Fix the Foundation", "Device Action Plan" and other remediation, replacement and retirement plans described in Section 6.2(b)(xviii) of the Seller Disclosure Letter;

xix. transfer the portion of the Business relating to the Solutions Products from the quality management system of Seller Parent to the quality management system of the Purchased Assets;

xx. except as required by applicable Law or in the ordinary course of business consistent with past practice, terminate (other than for cause or due to death or disability), hire, transfer internally (including in response to a request for transfer by an employee), or otherwise alter the duties and responsibilities of, any employee of a Conveyed Subsidiary (or Subsidiary thereof), an Asset Seller, Seller Parent or another Affiliate of Seller Parent in a manner that would affect whether such employee is or is not classified as an Business Employee (including transferring an employee who is not a Business Employee to a Conveyed Subsidiary);

xxi. settle, compromise or waive any claim, action or proceeding, or waive or release any material right, in each case, related to the Business, the Shares, the Purchased Assets or the Assumed Liabilities, other than reflected or reserved against in the most recent Historical Financial Statement or in the ordinary course of business consistent with past practice or where the amount paid in settlement or compromise does not exceed $100,000 individually or $1,000,000 in the aggregate and where such settlements or compromises do not impose future material restriction or requirement on the Business or the Conveyed Subsidiaries or their Subsidiaries; and

xxii. not enter into any Contract or authorize, commit or agree to take any of the foregoing actions.

c. Notwithstanding any provision herein to the contrary, prior to the Closing, without the consent of Purchaser, each of the Sellers and the Conveyed Subsidiaries and their Subsidiaries will be permitted to, subject to their compliance with applicable Law, (i) declare and pay dividends and distributions of, or otherwise transfer, to Seller Parent or any Subsidiary thereof (x) any amount of retained earnings accrued through the Closing Date and (y) any Excluded Assets (including, with respect to cash, in connection with any "cash sweep" or cash management practices), (ii) make any payments under, or repay (in part or in full), any Indebtedness of a Conveyed Subsidiary, and (iii) take any action contemplated pursuant to Section 2.4(b), including any action with respect to or implementing the Internal Restructuring (subject to the requirements of Section 6.6(g)).

d. Nothing contained in this Agreement shall be construed to give to Purchaser, directly or indirectly, rights to control or direct the Business' operations prior to the Closing. Prior to the Closing, the Sellers (and their Subsidiaries) shall exercise, subject to the terms and conditions of this Agreement, complete control and supervision of the operations of the Business.

Section 6.3 Conduct of Business by Purchaser. From and after the date of this Agreement and to the earlier of the Closing Date and the date on which this Agreement is terminated pursuant to Section 9.1, except (i) as set forth in Section 6.3 of the Purchaser Disclosure Letter or as otherwise expressly contemplated by this Agreement, or (ii) as Seller Parent shall otherwise consent in writing, which consent shall not be unreasonably withheld, conditioned or delayed, Purchaser covenants and agrees that it shall, and shall cause its Subsidiaries to:

a. not change or amend the charter, bylaws or similar organizational documents of Purchaser or any of its Subsidiaries;

b. not issue, sell, pledge, dispose of, grant, encumber, or authorize the issuance, sale, license, pledge, disposition, grant or encumbrance of, any shares of any class of share capital or other ownership interest of Purchaser or any of its Subsidiaries, or any options, warrants, convertible securities or other rights of any kind to acquire any such shares or any other ownership interest (including any phantom interest), of Purchaser or any of its Subsidiaries, other than (i) the issuance of shares of Purchaser Common Stock upon the exercise or vesting of Purchaser Equity Securities issued pursuant to the Purchaser Equity Compensation Plans, and (ii) the grant of securities to directors, officers and employees in an aggregate amount not to exceed 2% of the issued and outstanding Purchaser Equity Securities (or such higher percentage as may be consented to by Seller Parent, which consent shall not be unreasonably withheld, conditioned or delayed);

c. not propose or adopt a plan of complete or partial liquidation, dissolution, restructuring, recapitalization or other reorganization with respect to Purchaser or any of its Subsidiaries;

d. not declare, set aside or pay any dividend or any other distribution payable in cash, equity interests or property or otherwise, other than dividends by wholly-owned Subsidiaries of Purchaser to Purchaser or to other wholly-owned Subsidiaries;

e. not reclassify, combine, split, subdivide or redeem, or purchase or otherwise acquire, directly or indirectly, any of its capital stock, except pursuant to buyback programs in effect on the date of this Agreement; or

f. enter into any agreement or otherwise make a commitment to do any of the foregoing.

Section 6.4 Regulatory Approvals.

a. Upon the terms and subject to the conditions herein provided, Purchaser agrees to use its reasonable best efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary for it to do under applicable Antitrust Laws to consummate and make effective the transactions contemplated by this Agreement or any Ancillary Agreement, including all actions and all things necessary for it to obtain, as promptly as practicable and in any event prior to the Outside Date any consent, authorization, order or approval of, or any exemption by, or negative clearance from, or the expiration or early termination of any waiting period imposed by, any Governmental Antitrust Authority identified in Annex C hereto in connection with the acquisition of the Shares and the Purchased Assets or the taking of any action or consummation of the transactions contemplated hereby or by the Ancillary Agreements.

b. Subject to appropriate confidentiality protections, each of the Parties will furnish to the other Party such necessary information and reasonable assistance as such other Party may reasonably request in connection with the foregoing and will provide the other Party with any information supplied by such Party to a Governmental Antitrust Authority in connection with this Agreement and the transactions contemplated hereby.

c. Without limiting the generality of the undertakings pursuant to this Section 6.4:

i. Purchaser and its Affiliates, and Seller Parent with respect to Section 6.4(a) only, shall, with respect to the execution of this Agreement and the Ancillary Agreements and the consummation of the transactions contemplated hereby and thereby, (A) as promptly as practicable after the date hereof, file any notification and report form and related material required under the HSR Act, and (B) as promptly as practicable after the date hereof, submit all necessary Filings with the Governmental Antitrust Authorities set forth in Annex C and Section 6.4(c) of the Purchaser Disclosure Letter;

ii. In addition to the foregoing, in the event that Purchaser determines following the date hereof that Filings other than the Filings described in Section 6.4(c)(i) are required to be made with, or additional Approvals are required to be obtained from, any Governmental Antitrust Authorities under any applicable Antitrust Law in connection with the execution and delivery of this Agreement, the Ancillary Agreements and the consummation of the transactions contemplated hereby and thereby, Purchaser shall use its reasonable best efforts to timely make all such Filings and timely seek all such Approvals in accordance with the terms of this Section 6.4, and Seller Parent shall reasonably cooperate with Purchaser with respect to any such Filings and Approvals;

iii. Purchaser, its Affiliates, and Seller Parent and its Affiliates shall each promptly respond to any formal or informal requests for additional information or documentary material that may be made to such Party by a Governmental Antitrust Authority, and in the case of a formal request for additional information and documentary material under the HSR Act or any other Antitrust Law (to the extent applicable), to certify substantial compliance therewith to the extent necessary to obtain HSR Act clearance or clearance under any other applicable Antitrust Law;

iv. In addition to the foregoing, Purchaser and its Affiliates shall, at Purchaser's sole cost, take or cause to be taken any and all actions necessary or required to avoid, eliminate and resolve each and every impediment and obtain all Approvals under Antitrust Laws that may be required by any Governmental Antitrust Authority with respect to the consummation of the transactions contemplated hereby or by the Ancillary Agreements and, in respect of any Filings in jurisdictions outside of the U.S., Purchaser and its Affiliates shall enter into discussions with the relevant Governmental Antitrust Authority regarding actions necessary or required to avoid, eliminate and resolve any impediment to avoid the imposition of a Phase II investigation or equivalent and to obtain necessary Approvals, in order to allow the Closing to occur as promptly as practicable after the date of this Agreement but in any event prior to the Outside Date, including, to the extent so necessary or required, proposing, negotiating, offering to commit and effect (and if such offer is accepted, committing to and effecting) through order, consent decree, settlement or otherwise, to (A) license, sell, divest, hold separate or otherwise dispose of, directly or indirectly, any of the Purchased Assets, the Shares or any Subsidiary, operations, divisions, specific assets or categories of assets, specific products or categories of products, product lines, or businesses of the Conveyed Subsidiaries (or any Subsidiary thereof) or the Business or of Purchaser or its Affiliates (whether now owned or hereafter acquired by Purchaser or its Affiliates), (B) terminate any existing relationships and contractual rights and obligations of Purchaser, its Affiliates, the Conveyed Subsidiaries (and their Subsidiaries) and any such relationship, rights or obligations that form part of the Purchased Assets, (C) amend or terminate any licenses or other Intellectual Property agreements of Purchaser, its Affiliates, the Conveyed Subsidiaries (and their Subsidiaries) and any such licenses or agreements that form a part of the Purchased Assets and enter into such new licenses or other Intellectual Property agreements, and (D) take any actions or make any behavioral commitments that may limit or modify Purchaser's and its Affiliates', or the Conveyed Subsidiaries' (or any of their Subsidiaries') rights of ownership in, or ability to conduct the business of, one or more of its operations, divisions, businesses, product lines, customers or assets, including, after the Closing, those of the Business or any of the Purchased Assets, in each case, to the minimum extent necessary so as to permit and cause the

condition set forth in Section 8.1(b) to be satisfied by the Outside Date. In furtherance of the foregoing, Purchaser shall keep Seller Parent reasonably informed of all matters, discussions and activities relating to any of the matters described in or contemplated by clauses (A) through (D) of this Section 6.4(c)(iv). For clarity, notwithstanding anything to the contrary in this Agreement, in no event shall Purchaser or any of its Affiliates be required to take any action (or not take any action) that has not been made a requirement or condition by a Governmental Antitrust Authority to the Closing; and

v. In the event that any Action is threatened or commenced, or a permanent or preliminary injunction or other Governmental Order is threatened or entered, that would make consummation of the transactions contemplated hereby or by the Ancillary Agreements in accordance with the terms of this Agreement and the Ancillary Agreements unlawful or that would prevent or delay consummation of the transactions contemplated hereby or by the Ancillary Agreements, other than in connection with any injunctive or other non-monetary relief, Purchaser shall promptly take any and all actions and steps (including the defense against or appeal thereof, the posting of a bond and the taking of the steps contemplated by this Section 6.4(c)(v)) necessary to resist and contest such proceeding and to have vacated, modified, reversed or suspended such injunction or order so as to permit such consummation by the Outside Date.

d. Each of Seller Parent and Purchaser shall to the extent permitted by applicable Antitrust Law (i) promptly notify the other Party of, and, if in writing, provide to the other Party copies of (or in the case of material oral communications, advise the other orally of) all material communication between it (or its Representatives) and any Governmental Antitrust Authority relating to the consummation of the transactions contemplated hereby and by the Ancillary Agreements or any of the matters described in this Section 6.4, (ii) to the extent reasonably practicable, permit the other to review and discuss in advance, and consider in good faith the views of the other and incorporate the other's comments in connection with, any Filings, notifications, or material communication (whether written or oral) with any Governmental Antitrust Authority, including any presentations, memoranda, briefs, arguments, opinions or proposals, (iii) to the extent reasonably practicable, not participate in any telephone calls or meetings with a Governmental Antitrust Authority regarding the consummation of the transactions contemplated hereby and by the Ancillary Agreements or any of the matters described in this Section 6.4 without consulting with the other in advance and, to the extent permitted by such Governmental Antitrust Authority, giving the other Party a reasonable opportunity to attend and participate thereat. Notwithstanding anything in this Agreement to the contrary, Purchaser shall control and have the authority to make the ultimate determinations regarding all matters related to the defense of this Agreement before any Governmental Antitrust Authority, including which Governmental Antitrust Authorities will receive notifications for this Agreement.

e. In the event an Approval of a Governmental Antitrust Authority (other than a Governmental Antitrust Authority of the United States of America or set forth in Annex C hereto) having jurisdiction that is necessary to lawfully consummate the transactions contemplated hereby is not obtained

on or prior to the date on which the conditions set forth in Sections 8.1(a), 8.1(b) and 8.2 (excluding conditions that, by their nature, cannot be satisfied until the Closing) shall have been satisfied or waived, Purchaser and Seller Parent agree, subject to the limitations imposed by applicable Law, to effect the Closing (including payment of the full Preliminary Purchase Price), subject to the terms of this Agreement, with respect to all Shares, Purchased Assets and Assumed Liabilities outside of the jurisdiction of any such Governmental Antitrust Authority; provided, however, that the obligations of the Parties set forth in this Section 6.4 shall continue with respect to any such Approval that has not been obtained until such Approval is obtained, and upon obtaining such Approval, the Parties shall effect the transfer of the affected Shares, Purchased Assets and Assumed Liabilities in accordance with the Local Implementing Agreements for the jurisdiction relating thereto; provided, further, that none of the Purchased Assets located in, or licensors, suppliers, distributors, customers and others having business relationships with the Business operating in, or Product Registrations, Manufacturing Registrations, Environmental Permits, or Governmental Authorizations registered in such jurisdiction of any such Governmental Antitrust Authority is material to the Business. To the extent permitted by applicable Law, each such transfer, upon its occurrence, shall be retroactive to and be deemed to have occurred on the Closing Date. With respect to any such Approval that has not been obtained as described in this Section 6.4(e), as of the Closing Date, Seller Parent and Purchaser shall, unless prohibited by applicable Law, enter into mutually agreeable alternative business arrangements consistent with the terms of this Agreement or other arrangements which provide Purchaser with the "net economic benefit" or loss of the affected Conveyed Subsidiaries (or Subsidiaries thereof) and Purchased Assets from and after the Closing Date and continuing until any such Approval is obtained. Seller Parent will defend, indemnity and hold harmless Purchaser and any of its Affiliates for and against any Liabilities arising out of or relating to any such alternative business arrangement.

f. Neither Seller Parent nor Purchaser or any of their respective Affiliates shall acquire or agree to acquire, by merging with or into, consolidating with, by purchasing all or a portion of the assets of or all or a portion of the equity in, any entity owning or having any rights in any business of the type and character of, or that competes with, all or any part of, the Business, or take any other action, including entering into, or agreeing to enter into, any material license, joint venture or other agreement or transaction, which would reasonably be expected to, in each case or in the aggregate, (i) impose any delay in the obtaining of, or increase the risk of not obtaining the expiration, termination or waiver of any applicable waiting period or any consent, approval, permit, ruling, authorization or clearance pursuant to the Antitrust Laws necessary to consummate the transactions contemplated hereby or by the Ancillary Agreements, (ii) increase the risk of any Governmental Antitrust Authority entering an injunction or order prohibiting the consummation of the transactions contemplated hereby or by the Ancillary Agreements, (iii) increase the risk of not being able to remove any such order on injunction on appeal or otherwise, or (iv) delay or prevent the consummation of the transactions contemplated hereby or by the Ancillary Agreements. Neither Seller Parent nor Purchaser shall consent to any voluntary extension of any statutory deadline or waiting period or to any voluntary delay of the consummation of the transactions contemplated hereby or by the Ancillary Agreements or withdraw its notification and report form pursuant to the HSR Act or any other Filing made pursuant to any other Antitrust Law unless, in the case of Purchaser seeking such extension or delay, Seller Parent has given its prior written consent to such extension or delay or, in the case of Seller Parent such extension or delay, Purchaser has given its prior written consent to such extension or delay.

g. Each of Seller Parent and Purchaser may, as each deems advisable and necessary, reasonably designate any competitively sensitive material provided to the other under this Section 6.4 as "Antitrust Counsel Only Material" or some similar notation agreed by the Parties. Such materials and the information contained therein shall be given only to the internal and outside antitrust counsel of the recipient and will not be disclosed by such counsel to employees, officers or directors of the recipient unless express permission is obtained in advance from the source of the materials (Seller Parent or Purchaser, as the case may be) or its legal counsel. Notwithstanding anything to the contrary in this Section 6.4, materials provided to the other Party or its counsel may be redacted (i) to remove references concerning valuation of the Business or any of the Conveyed Subsidiaries or Purchased Assets, (ii) as necessary to comply with contractual requirements, (iii) as necessary to address reasonable attorney-client or other privilege or confidentiality concerns and (iv) to remove references concerning pricing and other competitively sensitive terms from an antitrust perspective in the Contracts of Seller Parent, Purchaser and their respective Subsidiaries.

h. Filing fees in connection with the Filings shall be payable by the Party responsible for making such payment pursuant to applicable Law.

i. For the avoidance of doubt, the covenants set forth in this Section 6.4 (other than 6.4(j) below) expire as of the Closing, subject to the terms of Section 7.4, except as set forth in Section 6.4(e) and Section 6.4(h).

j. Purchaser shall use commercially reasonable efforts to cause the shares of Purchaser Common Stock constituting the Share Consideration to be approved for listing on the NASDAQ, with such listing to be effective as of the Closing, subject only to official notice of issuance.

Section 6.5 Reasonable Best Efforts; Further Assurances.

a. Under the terms and subject to the conditions set forth herein, except as otherwise provided in this Agreement or any Ancillary Agreement and subject to Section 6.4, each of the Parties agrees to use its reasonable best efforts before and, as may be applicable, after the Closing Date to take or cause to be taken all action, to do or cause to be done, and to assist and cooperate with the other Party in doing, all things necessary, proper or advisable under applicable Laws (other than with respect to Antitrust Laws which are the subject of Section 6.4) to consummate and make effective, as promptly as practicable, the transactions contemplated by this Agreement and the Ancillary Agreements, including: (i) the preparation, negotiation and finalization of the Ancillary Agreements, and, following the Closing, the administration and coordination of the Ancillary Agreements, (ii) the satisfaction of the conditions precedent to the obligations of any of the Parties, (iii) the obtaining of all necessary actions, consents, approvals and waivers of all Governmental Authorities under applicable Law (other than with respect to Antitrust Laws which are the subject of Section 6.4), (iv) to the extent consistent with, but without limiting, the obligations of the Parties set forth in Section 6.4, the defending of any Action, whether judicial or administrative, challenging this Agreement or the performance of the obligations hereunder, (v) the effecting of all registrations, filings and transfers of Environmental Permits necessary for the operation of the Business and required under Environmental Laws, (vi) the executing, acknowledging and delivering such assignments, transfers, consents, assumptions and other documents and instruments and

the taking of such other actions as may reasonably be requested by the other Party in order to carry out the intent of this Agreement and any Ancillary Agreements, and (vii) the conveying and transferring to, and vesting in, Purchaser and the Purchaser Designated Affiliates of, the Shares, Purchased Assets and Assumed Liabilities, as contemplated by this Agreement, the Local Implementing Agreements and the transactions contemplated hereby and thereby. From and after the date hereof, each Party shall use its reasonable best efforts to take the actions set forth in Section 6.5 and each Party agrees to the provisions set forth on Section 6.5 of the Seller Disclosure Letter.

b. Without limiting and in furtherance of the provisions of Section 6.5(a), and in order to facilitate the consummation of the transactions contemplated by this Agreement and the Ancillary Agreements on a timely basis, promptly following the date hereof, Seller Parent and Purchaser shall organize a transition team (the "Transition Team"), co-chaired by a representative of Seller Parent and by a representative of Purchaser and including equal representation of Seller Parent and Purchaser, which Transition Team shall have responsibility for (i) coordinating and directing the efforts of the Parties with respect to (A) the preparation, negotiation and finalization of the Ancillary Agreements, including identifying the services to be provided by Seller Parent to Purchaser and its Subsidiaries after the Closing pursuant to the terms of the Transitional Services Agreement, in each case, the applicable periods for such services, it being understood that the Parties shall use their reasonable best efforts to agree upon all matters in the Transitional Services Agreement, (B) the administration and coordination of the Ancillary Agreements following the Closing, (C) subject to Section 6.4, obtaining or making all third party consents, approvals, notifications and Governmental Authorizations that are necessary or desirable in connection with the consummation of the transactions contemplated hereby, and (D) coordinating and directing the efforts of the Parties with respect to obtaining the Financing in accordance with Section 6.28, (ii) negotiating in good faith and agree on a fair allocation of assets that are related both to the Business and the Retained Businesses, with such allocation to take into account and be based on the relative historical use of such assets by each business and the allocation of costs associated with such assets in accordance with the Logistics and Services Agreement, (iii) coordinating and directing the efforts of the Parties with respect to the retention of Information relating to the Business, access to Information of the Business and to personnel, and financial reporting assistance in accordance with Section 6.10, (iv) communications, public relations and investor relations strategy and approach of the Parties regarding this Agreement and the transactions contemplated hereby, and (v) overseeing other business and operational matters relating to this Agreement and the transactions contemplated hereby, including transitional plans of Purchaser and Seller Parent following the Closing, to the extent not in violation of applicable Laws, including Laws regarding the exchange of information and Antitrust Laws.

c. If the Parties disagree upon any matter subject to the oversight of the Transition Team, the members of the Transition Team shall work together in good faith to resolve the disagreement in a mutually acceptable manner. In the event that the Transition Team is unable to resolve such disagreement in a timely manner, and in any event within five (5) days of written notice of such disagreement by one Party to the other, the matter in dispute shall be elevated to Douglas E. Giordano of Seller Parent and Vivek Jain of Purchaser for further good faith discussion. During the course of all such discussions, the Parties shall cooperate with each other and all reasonable requests made by one Party to the other for information, including requests for copies of relevant documents, will be honored. In the

event that any disagreement is not resolved by the Parties within fifteen (15) days following delivery of the written notice mentioned above, the Parties may seek any remedies to which they may be entitled in accordance with the terms of this Agreement, provided that nothing herein shall prevent either Party from initiating proceedings in accordance with this Agreement if such Party would be substantially harmed by a failure to act during the time that such good faith efforts are being made to resolve the disagreement through negotiation or if the consummation of the transactions contemplated hereby would reasonably be expected to be delayed. In the event that any proceeding is commenced under this Section 6.5(c), the Parties agree to continue to work in good faith to resolve any disagreement according to the terms of this Section 6.5 during the course of such proceeding.

Section 6.6 Tax Matters.

a. Preparation and Filing of Tax Returns. Seller Parent shall prepare and timely file, or cause to be prepared and timely filed, all (i) Tax Returns of the Conveyed Subsidiaries (and their Subsidiaries) required to be filed for any Pre-Closing Tax Period that is not part of a Straddle Period, (ii) Consolidated Tax Returns of Seller Parent or any of its Subsidiaries (other than the Conveyed Subsidiaries and their Subsidiaries) that include a Conveyed Subsidiary (or a Subsidiary thereof) required to be filed for any Pre-Closing Tax Period, or (iii) Tax Returns of Seller Parent or any of its Subsidiaries (other than the Conveyed Subsidiaries and their Subsidiaries) that include or reflect the Purchased Assets required to be filed for any Pre-Closing Tax Period, in the case of the Tax Returns described in clause (i) or (ii) on a basis consistent with past practice of the applicable taxpayer, except to the extent otherwise required by applicable Law. In the case of any Tax Return that is described in the immediately preceding sentence and is required to be filed after the Closing by a Conveyed Subsidiary (or a Subsidiary thereof), Purchaser shall timely file, or cause to be timely filed, such Tax Return as prepared by Seller Parent, provided, that such Tax Return was delivered to Purchaser at least twenty (20) Business Days prior to the due date for filing such Tax Return, or five (5) Business Days in the case of a non-Income Tax Return (in each case taking into account any applicable extensions), together with any supporting information that Purchaser reasonably requests in accordance with the provisions of Section 6.1, for Purchaser's review and comment. If Purchaser disputes any item on such Tax Return that (A) in the reasonable judgment of Purchaser, is not supportable under applicable Law or (B) could increase the Tax liability of, or reduce any Tax benefit available to, Purchaser or its Affiliates (including the Conveyed Subsidiaries and their Subsidiaries) for any Post-Closing Tax Period, then Purchaser shall notify Seller Parent of such disputed item (or items) and the basis for the objection. Purchaser and Seller Parent shall act in good faith to resolve any such dispute prior to the date on which the relevant Tax Return is required to be filed. If Purchaser and Seller Parent cannot resolve any such disputed item, then the item in question shall be resolved by the Independent Accountant, the fees of which shall be shared based on the principles of Section 2.10(d). If such dispute process is not completed by the due date for the applicable Tax Return (taking into account applicable extensions), such Tax return shall be filed with only such revisions as have been agreed to by Seller Parent; provided, however, that following the resolution of any dispute, Seller Parent and Purchaser shall make any necessary amendments to such Tax Return. Purchaser shall prepare and timely file, or cause to be prepared and timely filed, all other Tax Returns required to be filed by Purchaser or its Subsidiaries after the Closing, including those in respect of

the Conveyed Subsidiaries (and their Subsidiaries), the Purchased Assets or the Business. With respect to any Tax Return required to be filed by Purchaser for a Tax period that includes (but does not end on) the Closing Date (a "Straddle Period"), Purchaser shall deliver to Seller Parent for its approval, at least twenty (20) Business Days prior to the due date for the filing of such Tax Return, or five (5) Business Days in the case of a non-Income Tax Return (in each case taking into account any applicable extensions), a statement setting forth the amount of Tax for which Seller Parent is responsible pursuant to Sections 6.6(e)(i) and 6.6(e)(iii) and a copy of such Tax Return, together with any additional information that Seller Parent reasonably requests, for Seller Parent's review and comment. Purchaser shall reflect on the filed Tax Return any reasonable comment regarding any pre-Closing item on such Tax Return submitted by Seller Parent at least ten (10) Business Days prior to the due date of such Tax Return or three (3) Business Days in the case of a non-Income Tax Return. If Purchaser disputes such comment or Seller Parent disputes any other item on such Tax Return, then the disputing Party shall notify the other Party of such disputed item (or items) and the basis for the objection. Purchaser and Seller Parent shall act in good faith to resolve any such dispute prior to the date on which the relevant Tax Return is required to be filed. If Purchaser and Seller Parent cannot resolve any disputed item, then the item in question shall be resolved by the Independent Accountant, the fees of which shall be shared based on principles of Section 2.10(d). If such dispute process is not completed by the due date for the applicable Tax Return (taking into account applicable extensions), such Tax Return shall be filed by Purchaser with Seller Parent's comments to the pre-Closing items and such other revisions as have been agreed with Seller Parent; provided, however, that following the resolution of any dispute Purchaser shall make any necessary amendments to such Tax Return. Any Tax Return of a Conveyed Subsidiary (or a Subsidiary thereof) for a Straddle Period shall, to the extent permitted by applicable Law, be filed on the basis that the relevant Tax period ended as of the close of business on the Closing Date. Except as required by applicable Law, neither Purchaser nor any of its Affiliates (including any Conveyed Subsidiary and Subsidiaries thereof) shall file an amended Tax Return, or agree to any waiver or extension of the statute of limitations, relating to Taxes with respect to any Conveyed Subsidiary (and Subsidiaries thereof), the Purchased Assets or the Business for a Pre-Closing Tax Period without the prior written consent of Seller Parent. Notwithstanding anything herein to the contrary, the Party that is legally required to file any Tax Return or other document with respect to Transfer Taxes shall timely file such Tax Return or document, including timely complying with state bulk sale notification requirements or other similar notification requirements, such as obtaining Tax clearance certificates (and the other Party shall cooperate with respect thereto).

b. Except for Taxes that are accrued or reserved for in the Final Closing Statement, Seller Parent shall timely pay or cause to be timely paid all Taxes due with respect to Tax Returns described in Sections 6.6(a)(i) and 6.6(a)(ii) and all Taxes due with respect to Tax Returns for Straddle Periods for which Seller Parent is responsible pursuant to Sections 6.6(e)(i) and 6.6(e)(iii). Purchaser shall pay or cause to be paid all Taxes due with respect to Tax Returns which Purchaser is obligated to prepare and file, or cause to be prepared and filed, pursuant to Section 6.6(a), or otherwise with respect to the Conveyed Subsidiaries (and Subsidiaries thereof), the Purchased Assets and the Business for any Post-Closing Tax Period, and which Seller Parent is not obligated to pay pursuant to the preceding sentence.

c. Carryforwards and Carrybacks. Purchaser shall cause the Conveyed Subsidiaries and their Subsidiaries, to the extent permitted by applicable Law, to carryforward any Tax

asset, including any net capital loss, net operating loss, foreign Tax credit, charitable contribution credit or research and development credit, arising after the Closing Date that could, whether in the absence of an election or otherwise, be carried back to a Pre-Closing Tax Period. Purchaser shall take, and cause its Affiliates (including the Conveyed Subsidiaries and their Subsidiaries) to take, all steps necessary to achieve such carryforward, including by making all necessary elections. Except to the extent prohibited by applicable Law, Purchaser, on its own behalf and on behalf of its Affiliates, hereby waives any right to use or apply in any Pre-Closing Tax Period any Tax asset, including any net capital loss, net operating loss, foreign Tax credit, charitable contribution credit or research and development credit, of any Conveyed Subsidiary arising in any Post-Closing Tax Period.

d. Refunds. Seller Parent shall be entitled to retain, or receive immediate payment from Purchaser or any of its Subsidiaries or Affiliates (including the Conveyed Subsidiaries and Subsidiaries thereof) with respect to, any refund, credit or other similar benefit received or realized with respect to Taxes attributable to any Conveyed Subsidiary (and Subsidiaries thereof), the Purchased Assets or the Business for any Pre-Closing Tax Period (to the extent such Taxes were paid by Seller Parent or any of its Affiliates (excluding after the Closing the Conveyed Subsidiaries and their Subsidiaries)), including any such amounts arising by reason of amended Tax Returns filed after the Closing Date, net of any cost to Purchaser or any of its Subsidiaries or Affiliates attributable to the obtaining and receipt of such refund, credit or other similar benefit; provided, however, that Seller Parent shall not be entitled to any refund, credit or other similar benefit to the extent such refund, credit or other similar benefit (i) arises as the result of a carryback of a loss or other Tax benefit from a Post-Closing Tax Period or (ii) was included as an asset in the Final Closing Statement. In connection with the foregoing, if Seller Parent determines that any of the Conveyed Subsidiaries (or Subsidiaries thereof) is entitled to file or make a formal or informal claim for a refund of Taxes (including by filing an amended Tax Return) with respect to a Pre-Closing Tax Period, Seller Parent shall be entitled to file or make, or to request that Purchaser cause the applicable Conveyed Subsidiary (or Subsidiary thereof) to file or make, such formal or informal claim for refund, and Seller Parent shall be entitled to control the prosecution of such claim for refund at its own expense, in which case Purchaser shall have the same rights with respect to Seller Parent's control of such claim as if the claim were governed by Section 6.6(f)(ii). Purchaser shall cooperate, and cause the Conveyed Subsidiaries and their Subsidiaries to cooperate, with respect to such claim for refund, and shall pay, or cause the relevant Conveyed Subsidiary (or Subsidiary thereof) to pay, to Seller Parent the amount (including interest) of any related refund, credit or other similar benefit received or realized by Purchaser or any Affiliate thereof (including any Conveyed Subsidiary or Subsidiary thereof), net of any cost to Purchaser or any of its Subsidiaries or Affiliates attributable to the obtaining and receipt of such refund, credit or other similar benefit, within five (5) days of receipt (or realization) thereof. Purchaser and the Conveyed Subsidiaries and their Subsidiaries shall be entitled to retain, or receive immediate payment from Seller Parent with respect to, any refund, credit or other similar benefit received or realized with respect to Taxes attributable to any Conveyed Subsidiary or Subsidiary thereof, Purchased Assets or the Business for a Post-Closing Tax Period, net of any cost to Seller Parent or any of its Subsidiaries or Affiliates attributable to the obtaining and receipt of such refund, credit or other similar benefit. Purchaser and Seller Parent shall equitably apportion any refund, credit or other similar benefit received or realized with respect to Taxes attributable to any Conveyed Subsidiary (or Subsidiary thereof), the

Purchased Assets or the Business for a Straddle Period in a manner consistent with the principles set forth in Section 6.6(e)(iii).

e. Tax Indemnification.

i. Except as otherwise provided herein, from and after the Closing, Seller Parent agrees to defend, indemnify and hold harmless Purchaser and its Affiliates (including the Conveyed Subsidiaries and their Subsidiaries) from and against all liability, without duplication, for (1) Taxes of the Conveyed Subsidiaries (and their Subsidiaries) for any Pre-Closing Tax Period (including any Taxes resulting from the Internal Restructurings or any of the transactions contemplated by Sections 2.4(b) and 6.2(c), Taxes that may not be known at the time of the Closing or Taxes resulting from transfer pricing adjustments); (2) Taxes of Seller Parent and its Subsidiaries (other than the Conveyed Subsidiaries and their Subsidiaries) for any Pre-Closing Tax Period to the extent arising directly from, or directly relating to, the Purchased Assets or the Business; (3) Taxes of another Person (other than the Conveyed Subsidiaries and their Subsidiaries) for which the Conveyed Subsidiaries and their Subsidiaries are liable (i) under Treasury Regulation Section 1.1502-6(a) (or a similar provision of state, local or foreign Law) due to joining in the filing of a Consolidated Tax Return with such Person on or before the Closing, (ii) as a result of being a transferee or successor of such Person, or otherwise, on or before or as a result of the Closing pursuant to any Law or (iii) pursuant to a Tax sharing or indemnity agreement or similar agreement (other than agreements or arrangements entered into in the ordinary course of business consistent with past practice as arm's length commercial agreements or arrangements that do not relate primarily to Taxes, such as loan or leasing agreements) to which the Conveyed Subsidiaries or their Subsidiaries and such Person were a party on or before the Closing; (4) Taxes of Seller Parent and its Subsidiaries (other than the Conveyed Subsidiaries and their Subsidiaries) imposed on Purchaser or its Affiliates as a result of being a transferee or successor of Seller Parent or any of its Subsidiaries (other than the Conveyed Subsidiaries and their Subsidiaries) on or before, or as a result of, the Closing pursuant to any Law; (5) Taxes of Purchaser and its Affiliates resulting from the breach by Seller Parent or any of its Affiliates of the representations and warranties set forth in Sections 4.16(i) and (n) or any covenants in Sections 6.2(b)(xi) and 6.6 (but excluding, for the avoidance of doubt, a breach of any representation or warranty other than those specified in this clause (5)); and (6) any Transfer Taxes for which Seller Parent or its Affiliates are liable pursuant to Section 6.6(h) (the "Excluded Taxes"); provided, however, that (i) Seller Parent's indemnity obligation for Taxes pursuant to this Section 6.6(e) shall be reduced by the amount of any refunds of Taxes with respect to Pre-Closing Tax Periods to the extent received after the Closing Date by Purchaser or any of its Affiliates (including the Conveyed Subsidiaries and their Subsidiaries) and not remitted to Seller Parent pursuant to Section 6.6(d) prior to the date on which Seller Parent is required to make the applicable indemnity payment hereunder (it being understood that Purchaser shall no longer be required to pay over such refund of Taxes to Seller Parent pursuant to Section 6.6(d) to the extent of any such reduction); (ii) Seller Parent shall not

defend, indemnify or hold harmless Purchaser or any of its Affiliates (including the Conveyed Subsidiaries and their Subsidiaries) from any liability for Taxes that would otherwise give rise to a Seller Parent Tax indemnity obligation under this Section 6.6(e), attributable to (A) Purchaser or any of its Affiliates (including the Conveyed Subsidiaries and their Subsidiaries) making, changing or revoking any Tax election, adopting or changing any Tax accounting method, changing any Tax accounting period, settling or compromising any Tax Claim, or entering into any Tax allocation agreement, Tax sharing agreement, Tax indemnity agreement or closing agreement relating to any Tax, in each case for a Post-Closing Tax Period that has a retroactive or retrospective effect on any Pre-Closing Tax Period, or (B) any disclosure by Purchaser or any of its Affiliates (including, with respect to actions taken after the Closing, the Conveyed Subsidiaries and their Subsidiaries) on Schedule UTP (Uncertain Tax Position Statement) or any successor form contemplated by Treasury Regulation Section 1.6012-2, excluding in each case any such action (x) effected with the written consent of Seller Parent (which consent shall include any consent of Seller Parent to filing any Tax Return pursuant to Section 6.6(a), requesting a Tax refund pursuant to Section 6.6(d) or settling any Tax Claim pursuant to Section 6.6(f), in each case that clearly reflects such action), or (y) that is required by applicable Law based on written reasoned advice of internationally recognized tax counsel, which counsel may include an independent accounting firm, and which counsel is reasonably acceptable to Seller Parent (any action covered by the immediately preceding clause (A) or (B), a "Purchaser Tax Act"); and (iii) Seller Parent shall not defend, indemnify or hold harmless Purchaser or any of its Affiliates (including the Conveyed Subsidiaries and their Subsidiaries) from any liability for, (A) any Transfer Taxes that are not Excluded Taxes, (B) Taxes up to the aggregate amount of Taxes that constitute Assumed Liabilities pursuant to Section 2.5(c) that are included as liabilities in the Final Closing Statement, or (C) Taxes attributable to a breach by Purchaser or any Affiliate thereof of any of its covenants or agreements in this Agreement.

ii. Purchaser and its Affiliates (including the Conveyed Subsidiaries and their Subsidiaries) shall defend, indemnify or hold harmless Seller Parent and its Affiliates from and against, without duplication, all Tax liabilities (A) in respect of the Conveyed Subsidiaries and their Subsidiaries, the Purchased Assets or the Business for any Post-Closing Tax Period (except to the extent such Tax is an Excluded Tax), (B) for Transfer Taxes that are not Excluded Taxes, (C) for any VAT payable by Purchaser or its Affiliates pursuant to Section 6.6(i), (D) attributable to a Purchaser Tax Act, or (E) attributable to any breach by Purchaser or any of its Affiliates (including, with respect to actions taken after the Closing, any Conveyed Subsidiaries and their Subsidiaries) of any covenant in Section 6.6.

iii. In the case of any Straddle Period:

a. the periodic Taxes of the Conveyed Subsidiaries (and their Subsidiaries) and, to the extent attributable to the Purchased Assets, the Asset

b. Sellers that are not based on income or receipts (e.g., real property Taxes and personal property Taxes) for the Pre-Closing Tax Period shall be computed based upon the ratio of the number of days of such Straddle Period in the Pre-Closing Tax Period and the number of days in the entire Straddle Period; and

c. Taxes of the Conveyed Subsidiaries (and their Subsidiaries) and, to the extent attributable to the Purchased Assets, the Asset Sellers for the Pre-Closing Tax Period, other than Taxes described in Section 6.6(e)(iii)(A) above, shall be computed as if such Tax period ended as of the close of business on the Closing Date and, in the case of any Taxes of the Conveyed Subsidiaries (and their Subsidiaries) and the Asset Sellers attributable to the ownership of any equity interest in any partnership or other "flowthrough" entity, as if the Tax period of such partnership or other "flowthrough" entity ended as of the close of business on the Closing Date.

iv. Any indemnity payment required to be made pursuant to this Section 6.6(e) shall be made within thirty (30) days after the Party seeking indemnification under this Section 6.6(e) (the "Tax Indemnified Party") makes written demand upon the Party from whom indemnification is sought under this Section 6.6(e) (the "Tax Indemnifying Party"), but in no case later than five (5) Business Days prior to the date on which the relevant Taxes are required to be paid to the applicable Taxing Authority.

v. Any indemnity payment made pursuant to this Agreement shall be treated for all Tax purposes as an adjustment to the purchase price paid by Purchaser for the relevant Conveyed Subsidiary or Purchased Asset, as the case may be, unless otherwise required pursuant to applicable Law or a Final Determination or as mutually agreed by the Parties. Each of the Parties shall notify the other Parties if it receives notice that any Taxing Authority proposes to treat any indemnification payment under this Agreement as other than an adjustment to the purchase price for Tax purposes.

vi. The indemnification obligations of Seller Parent and Purchaser under this Section 6.6(e) shall survive until sixty (60) days after the expiration of the applicable statute of limitations; provided, that the representations and warranties set forth in Sections 4.16(i) and (n) and the indemnification obligations of Seller Parent under Sections 6.6(e)(i) with respect to such representations and warranties, shall terminate and expire on, and no action or proceeding seeking damages or other relief for breach of any thereof or for any misrepresentation or inaccuracy with respect thereto shall be commenced after, the eighteen (18) month anniversary of the Closing Date; provided, that such indemnification obligations or representations and warranties shall not terminate with respect to any item as to which Seller Parent or Purchaser, as the case may

vii. be, previously made a claim by delivering a written notice (stating in reasonable detail the basis of such claim) to Purchaser or Seller Parent, as the case may be.

f. Tax Contests.

i. If a Tax deficiency, proposed Tax adjustment, Tax assessment, Tax audit, Tax examination or other administrative or court proceeding, suit, dispute or other claim with respect to Taxes or Tax Returns shall be made by any Taxing Authority (a "Tax Claim") which, if successful, might result in an indemnity payment pursuant to Section 6.6(e), the Tax Indemnified Party shall promptly notify the Tax Indemnifying Party in writing of such claim (and provide copies of any documents received from the Taxing Authority in respect of such claim) no later than ten (10) Business Days after such Tax Claim is made, provided, that the failure to provide such notice shall not relieve the Tax Indemnifying Party of its indemnification obligations hereunder except (i) to the extent the Tax Indemnifying Party is actually and materially prejudiced thereby and (ii) to the extent expenses are incurred during the period in which notice was not provided.

ii. With respect to any Tax Claim relating to a Pre-Closing Tax Period or otherwise relating to, or affecting, a Consolidated Tax Return of Seller Parent, Seller Parent shall control all proceedings and may make all decisions taken in connection with such Tax Claim (including selection of counsel), and, without limiting the foregoing, may, in its sole discretion, pursue or forego any and all administrative appeals, proceedings, hearings and conferences with any Taxing Authority with respect thereto, and may, in its sole discretion, either pay the applicable Tax liability and sue for a refund or contest the Tax Claim; provided, however, that (A) if the resolution of such Tax Claim could increase the Tax liability of, or reduce any Tax benefit available to, Purchaser or its Affiliates (including the Conveyed Subsidiaries and their Subsidiaries) for any Post-Closing Tax Period, Seller Parent shall (1) conduct such Tax Claim diligently and in good faith, (2) consult in good faith with Purchaser before taking any significant action in connection with such Tax Claim that might adversely affect any Tax item of Purchaser or its Affiliates (including the Conveyed Subsidiaries and their Subsidiaries) for a Post-Closing Tax Period, (3) consult in good faith with Purchaser and offer Purchaser a reasonable opportunity to comment before submitting to any Taxing Authority any written materials prepared or furnished in connection with such Tax Claim that might adversely affect any Tax item of Purchaser or its Affiliates (including the Conveyed Subsidiaries and their Subsidiaries) for a Post-Closing Tax Period, and (4) not settle, discharge, compromise, or otherwise dispose ("Dispose") of such Tax Claim if doing so could reasonably be expected to have a material adverse consequence on any Tax item of Purchaser or any of its Affiliates (including the Conveyed Subsidiaries and their Subsidiaries) for a Post-Closing Tax Period without obtaining the prior written consent of Purchaser, which consent shall not be unreasonably withheld, conditioned or delayed, and (B) if

Seller Parent does not assume the control of such Tax Claim, Purchaser shall be entitled to control such Tax Claim at Seller Parent's sole expense, and shall (1) conduct such Tax Claim diligently and in good faith, (2) consult in good faith with Seller Parent before taking any significant action in connection with such Tax Claim that might adversely affect any Tax item of Seller Parent or its Affiliates (including the Conveyed Subsidiaries and their Subsidiaries) for a Pre-Closing Tax Period or otherwise increase the amounts of indemnification for which Seller Parent is responsible pursuant to Section 6.6(e)(i), (3) consult in good faith with Seller Parent and offer Seller Parent a reasonable opportunity to comment before submitting to any Taxing Authority any written materials prepared or furnished in connection with such Tax Claim that might adversely affect any Tax item of Seller Parent or its Affiliates (including the Conveyed Subsidiaries and their Subsidiaries) for a Pre-Closing Tax Period or otherwise increase the amounts of indemnification for which Seller Parent is responsible pursuant to Section 6.6(e)(i), and (4) not Dispose of such Tax Claim without obtaining the prior written consent of Seller Parent, which consent shall not be unreasonably withheld, conditioned or delayed.

iii. Except as otherwise provided herein, Purchaser shall control all other proceedings with respect to Tax Claims relating to Taxes of the Conveyed Subsidiaries (and their Subsidiaries) or Taxes otherwise relating to the Purchased Assets or the Business, provided, that, except with respect to Tax Claims relating to Consolidated Tax Returns of Purchaser, Seller Parent shall have the right to participate fully in all relevant aspects of such other proceedings if the resolution of such proceedings could reasonably be expected to materially increase the Tax liability of a Conveyed Subsidiary (or a Subsidiary thereof) or the Business in a Pre-Closing Tax Period or the amount of indemnification for which Seller Parent is responsible pursuant to Section 6.6(e)(i) and in such case, Purchaser shall not Dispose of such Tax Claim without obtaining the prior written consent of Seller Parent, which consent shall not be unreasonably withheld, conditioned or delayed.

iv. Purchaser, the Conveyed Subsidiaries and each of their respective Affiliates, on the one hand, and Seller Parent and its respective Affiliates, on the other hand, shall cooperate in contesting any Tax Claim, which cooperation shall include the retention and, upon request, the provision to the requesting Party of records and information which are reasonably relevant to such Tax Claim, and making employees available on a mutually convenient basis to provide additional information or explanation of any material provided hereunder or to testify at proceedings relating to such Tax Claim. Purchaser and Seller Parent shall execute and deliver such powers of attorney and other documents as are necessary to carry out the intent of this Section 6.6(f). Notwithstanding anything herein to the contrary, (A) Seller Parent shall not be required to provide Purchaser with a copy, or otherwise disclose the contents, of any Consolidated Tax Return of Seller Parent; provided, however, that if such Tax Return relates to Purchaser's Tax liability for a Post-Closing Tax Period, Seller Parent shall provide reasonable access to the relevant information contained in such Tax Return to Purchaser (including, at Seller Parent's sole

discretion, by way of providing excerpted parts of such Tax Return, redacted in the manner Seller Parent deems necessary) and (B) Purchaser shall not be required to provide Seller Parent with a copy, or otherwise disclose the contents, of any Consolidated Tax Return of Purchaser; provided, however, that if such Tax Return relates to Seller Parent's Tax liability for a Pre-Closing Tax Period, Purchaser shall provide reasonable access to the relevant information contained in such Tax Return to Seller Parent (including, at Purchaser's sole discretion, by way of providing excerpted parts of such Tax Return, redacted in the manner Purchaser deems necessary).

g. Internal Restructurings. Notwithstanding anything herein to the contrary, Seller Parent shall have the right, in its sole discretion, effective from a date on or prior to the Closing Date, to (i) implement the transactions described in Schedule 4 hereto (provided that Seller Parent shall consult with and consider in good faith the input of Purchaser on the timing, structure and other details of such transactions) and (ii) otherwise restructure any Conveyed Subsidiary, Asset Seller or Share Seller, including by transferring any stock, assets, employee or other interests held by (or in) any Conveyed Subsidiary (or Subsidiary thereof), Asset Seller or Share Seller as the case may be (the "Internal Restructurings"); provided that Seller Parent shall not engage in any Internal Restructuring described in clause (ii) without obtaining the prior written consent of Purchaser, which consent shall not be unreasonably withheld, conditioned or delayed, it being understood that it would not be reasonable for Purchaser to withhold, condition or delay its consent if such Internal Restructuring would not impair in any manner or have any adverse impact on (x) the Business or the Purchased Assets or the anticipated value to Purchaser of such Business or Purchased Assets (in a manner more adverse than any impairment or impact that would have otherwise resulted had the action or transaction been effected in accordance with the transactions contemplated pursuant to clause (i) above), (y) the right and ability of Purchaser and any applicable Purchaser Designated Affiliate to own and operate the Business and the Purchased Assets following the Closing, or (z) the ability of Seller Parent, the Share Sellers and the Asset Sellers to consummate the Closing in accordance with the terms of this Agreement.

h. Transfer Tax. Notwithstanding anything herein to the contrary, all Transfer Taxes shall be borne and paid equally by Purchaser, on the one hand, and Seller Parent, on the other hand, when due.

i. VAT.

i. Subject to Section 6.6(i)(ii) and except as otherwise provided in the Local Implementing Agreements, any VAT payable with respect to the transfer of the Shares or the Purchased Assets from the Share Sellers or Asset Sellers to Purchaser or any Purchaser Designated Affiliate, as the case may be, shall be payable by Purchaser or its Affiliates in addition to the purchase price stated in such Local Implementing Agreement and Purchaser or its Affiliates shall, subject to receipt from Seller Parent or such Share Seller or Asset Seller of a valid VAT invoice, pay to Seller Parent or such Share Seller or Asset Seller the amount of VAT payable in respect of

that transaction (unless the transfer is subject to a reverse charge scheme in line with Article 194 et seq. of the VAT Directive or, for non EU countries, a Law to the same effect). If VAT is paid pursuant to the preceding sentence and it is later determined by any Taxing Authority that the transfer of the Shares or the Purchased Assets from a Share Seller or Asset Seller to Purchaser or any Purchaser Designated Affiliate, as the case may be, is not subject to VAT and, accordingly, a refund or credit in respect of such VAT is obtained by Seller Parent, Share Seller or Asset Seller (or any member of any VAT group to which Seller Parent, Share Seller or Asset Seller belongs), then Seller Parent, Share Seller or Asset Seller (as relevant) shall, promptly upon written demand made by Purchaser or Purchaser Designated Affiliate (as relevant), repay to Purchaser or the Purchaser Designated Affiliate, as the case may be, the amount of any such VAT that was refunded or in respect of which credit was given by the relevant Taxing Authority. In the event of a repayment of such VAT or in the event that the consideration for the relevant taxable supply changes following a payment of VAT pursuant to Section 6.6(i)(i) (whether as a result of the operation of Section 2.10 or otherwise), the Parties shall reasonably cooperate with each other to issue such invoices or credit notes or to make such payments or repayments of VAT as would properly reflect the correct amount of VAT attributable to the relevant taxable supply.

ii. The Parties shall use reasonable efforts to cooperate with each other to determine, at least three (3) Business Days prior to Closing whether the transfer of the Shares or the Purchased Assets from the Share Sellers or Asset Sellers to Purchaser or any Purchaser Designated Affiliate, as the case may be, meets the requirements for VAT exemption or zero-rating for VAT purpose as the supply of a going concern, or pursuant to Article 44 of the VAT Directive, or pursuant to any other applicable Law. If such requirements are met, then the provisions of Section 6.6(i)(i) shall not apply and instead Seller Parent and the applicable Share Seller or Asset Seller, as the case may be, and Purchaser and its Affiliates, as the case may be, agree that the transaction evidenced by such agreement is exempt or zero-rated (as applicable) for VAT purposes. Such cooperation shall include the prompt provision of any applicable VAT registration details of the Share Sellers, the Asset Sellers, Purchaser, and the Purchaser Designated Affiliates, as needed, and other relevant details for such exemption or zero-rating for VAT purposes. If it is later determined by any Taxing Authority that the transfer of the Shares or the Purchased Assets from a Share Seller or Asset Seller to Purchaser or any Purchaser Designated Affiliate, as the case may be, is subject to VAT, the VAT will, as between the relevant Share Seller or Asset Seller and Purchaser or its Affiliates, as the case may be, be payable by Purchaser or its Affiliates in addition to the purchase price stated in such Local Implementing Agreement and Purchaser and its Affiliates shall, promptly upon written demand made by Seller Parent or such Share Seller or Asset Seller (such demand being accompanied by, or taking the form of, a valid VAT invoice issued by such Share Seller or Asset Seller to Purchaser or its Affiliates, as the case may be), pay to Seller Parent or such Share Seller or Asset Seller, as the case may be, the amount of VAT payable in respect of that transfer.

j. Miscellaneous.

i. Purchaser shall not, and shall not cause or permit any Affiliate (including any Conveyed Subsidiary or Subsidiary thereof) to, take any action on the Closing Date other than in the ordinary course of business consistent with past practice, except as required by this Agreement or applicable Law or with Seller Parent's consent.

ii. On the Closing Date, all Tax sharing agreements and arrangements between any Conveyed Subsidiary or Subsidiary thereof, on the one hand, and Seller Parent or any of its Affiliates (other than any Conveyed Subsidiary or Subsidiary thereof), on the other hand, shall be terminated effective as of the close of business on the Closing Date and shall have no further effect for any Tax period (whether past, present or future), and, after the Closing Date, no additional payments shall be made thereunder with respect to any Tax period, whether in respect of a redetermination of Liabilities for Taxes or otherwise. Seller Parent and Purchaser shall take all steps necessary to ensure that each such termination is effective in the manner described above.

iii. Each of Purchaser and Seller Parent shall provide the other with such information and records, and make such of its officers, directors, employees and agents available, as may reasonably be requested by such other Party in connection with the preparation of any Tax Return or the conduct of any audit or other proceeding relating to Taxes of the Conveyed Subsidiaries and their Subsidiaries, the Purchased Assets or the Business for any Pre-Closing Tax Period or a Straddle Period. Purchaser shall, within the earlier to occur of one hundred twenty (120) days after Seller Parent's year-end and one hundred twenty (120) days after the Closing Date, prepare, or cause the Conveyed Subsidiaries (and their Subsidiaries) to prepare, in either case in a manner consistent with the Conveyed Subsidiaries' (and their Subsidiaries') past practices, all Tax work paper preparation packages necessary to enable Seller Parent to prepare, or cause to be prepared, all Tax Returns that Seller Parent is obligated to prepare, or cause to be prepared, under this Agreement. Except as otherwise provided in this Section 6.6, Seller Parent shall not be required to provide Purchaser with a copy of, or otherwise disclose the contents of, any Consolidated Tax Return of Seller Parent, and Purchaser shall not be required to provide Seller Parent with a copy of, or otherwise disclose the contents of, any Consolidated Tax Return of Purchaser.

iv. From and after the date of this Agreement and to the earlier of the Closing Date and the date on which this Agreement is terminated pursuant to Section 9.1, at the request of Purchaser, Seller Parent shall reasonably cooperate with Purchaser, at Purchaser's cost, in taking any actions needed in order to preserve the validity of the Costa Rica Free Zone Exemption Grant described in Section 4.16(i)(1) of the Seller Disclosure Letter and/or the Dominican Republic Free Zone Exemption Grant described in Section 4.16(i)(2) of the Seller Disclosure Letter; provided, however, for the avoidance of doubt that nothing in this Section shall

be construed as a representation or warranty of Seller Parent and its Subsidiaries with respect to the continuing validity of such Dominican Republic Free Zone Exemption Grant.

v. Notwithstanding anything herein to the contrary, indemnification for any and all Tax matters and the procedures with respect thereto shall be governed exclusively by this Section 6.6 and shall not be governed by the provisions of Section 6.21 or Article VII, other than Section 7.5 (solely with respect to any Tax for which indemnification is provided under Section 6.6(e)(i)(5) for a breach of the representations and warranties set forth in Section 4.16(i) and Section 4.16(n), and treating for purposes of Section 7.5 any such Tax as a Loss for which indemnification is provided under Section 7.1(a)(iii)), Section 7.6 (treating for purposes of Section 7.6 (i) any Tax for which indemnification is provided under Section 6.6(e) as a Loss for which indemnification is provided under Section 7.1 or Section 7.2 and (ii) the Tax Indemnified Party and the Tax Indemnifying Party as an Indemnified Party and an Indemnifying Party, respectively) and Section 7.9.

Section 6.7 Employees and Employee Benefits.

a. Business Employees - Offer of Continued Employment; Severance. Purchaser agrees to continue employment as of 12:01 a.m. (local time wherever applicable) on the Closing Date of each Business Employee (or to cause the Conveyed Subsidiaries or their Subsidiaries to continue the employment of each of their Business Employees). Notwithstanding anything to the contrary in this Agreement, as of the Closing Purchaser, or the applicable Purchaser Designated Affiliate, shall, to the extent required by applicable Law, assume the Collective Bargaining Agreements and shall continue all terms and conditions (including the terms and conditions of employment for covered Business Employees) under such assumed Collective Bargaining Agreements through their respective expiration, modification or termination in conformity with such Collective Bargaining Agreements and applicable Law. Seller Parent and Purchaser shall work together in good faith prior to the Closing to satisfy any notice or consultation obligations to any labor union, labor organization, or works council that may be triggered by this Agreement or the transactions contemplated by this Agreement. Notwithstanding anything to the contrary in this Section 6.7, the Parties acknowledge and agree that, subject to the right of any Business Employee (non-U.S.) of an Asset Seller employed in a jurisdiction where the ARD applies to object to the transfer of his or her employment pursuant to the ARD, the Parties expect the employment of any Business Employee (non-U.S.) employed in such jurisdiction to transfer from the relevant Asset Seller to the relevant Affiliate of Purchaser pursuant to the ARD with effect from the Closing Date. The Parties will comply, and will procure that their respective Affiliates will comply, with their obligations pursuant to the ARD. Seller Parent will reasonably assist, and procure that its Affiliates assist, Purchaser and its Affiliates in effecting the transfer of employment of Business Employees (non-U.S.) of Asset Sellers to whom the ARD does not apply to the Purchaser or its appropriate Affiliates effective as of 12:01 am on the Closing Date.

b. Continued Employee Benefits. Subject and in addition to the requirements imposed by the ARD or other applicable Law, commencing as of the Closing Date and continuing through

at least September 30, 2017, Purchaser agrees to provide, or to cause its Affiliates to provide, the Transferred Employees while employed with (i) a base salary or wage rate at least equal to the base salary or wage rate and target bonus opportunity as in effect immediately prior to the Closing Date and (ii) employee benefit plans and arrangements including severance plans and arrangements that are substantially comparable in the aggregate, and individually with respect to severance plans and arrangements, (excluding defined benefit pensions, retiree medical and equity compensation for this purpose) to the employee benefit plans and arrangements and severance plans and arrangements that are provided to the Business Employees immediately prior to the Closing Date (disregarding the Plans set forth in Section 4.17(a)(ii) of the Seller Disclosure Letter for this purpose). Notwithstanding anything in this Agreement to the contrary, no provision of this Agreement shall be deemed to guarantee employment for any period of time or preclude the ability of Purchaser to terminate the employment of any Transferred Employee for any reason after the Closing Date.

c. Purchaser Assumed Liabilities. Purchaser shall assume the following Liabilities, but excluding any Liabilities, in relation to an employee of Seller Parent or its Affiliates who does not become a Transferred Employee as of the Closing Date (other than as described in clause (iv) below): (i) in each case, whether incurred prior to, on or following the Closing Date, under the (A) Collective Bargaining Agreements but only if the Collective Bargaining Agreements are required to be assumed by Law pursuant to Section 6.7(a) and (B) Company Plans (including the Company Plans that have been set forth and designated as such in Section 4.17(a) of the Seller Disclosure Letter, whether or not material), (ii) each compensation or benefit plan, program, policy, agreement or arrangement, including all salaries or wages (including commissions, bonuses, incentive pay, overtime, premium pay, shift differentials and severance pay) accruing after the Closing Date with respect to the Transferred Employees, (iii) each compensation or benefit plan, program, policy, agreement or arrangement (including all salaries or wages, commissions, bonuses, incentive pay, overtime, premium pay, shift differentials and severance pay) transferring by Law, and (iv) any severance Liabilities incurred by Seller Parent or any of its Affiliates as a result of Purchaser's failure to offer employment to a Business Employee other than an employee of the Conveyed Subsidiaries or their Subsidiaries, and any other Liabilities incurred by Seller Parent or any of its Affiliates on or following the Closing Date as a result of Purchaser and its Affiliates failing to comply with the requirements of Section 6.7(a) and 6.7(b) or, with respect to the UK, where the Business Employee objects to the transfer of his or her employment to Purchaser pursuant to the ARD as a result of a substantial change in working conditions to his or her material detriment (collectively, the "Purchaser Assumed Employee Liabilities"). Purchaser agrees to reimburse Seller Parent, as soon as practicable but in any event within thirty (30) days of receipt of appropriate verification, for all costs and expenses (including workers' compensation expenses) actually paid by Seller Parent or its Affiliates after the Closing Date as required by applicable Law or any Contract, to the extent that the Liabilities are Purchaser Assumed Employee Liabilities.

d. Seller Parent Retained Liabilities. Other than the Purchaser Assumed Employee Liabilities, Seller Parent, or its applicable Affiliate, shall, effective as of the Closing, retain or

assume all Liabilities and obligations under or relating to each Business Employee, Plan and each Foreign Plan and all Liabilities arising under or in connection with any employee benefit program, plan or arrangement sponsored or maintained by any ERISA Affiliate of any Seller.

e. Accrued Paid Time Off. Purchaser shall be responsible for and assume all accrued but unused time off entitlements, including vacation days, for Transferred Employees as of the Closing Date for their use consistent with Seller Parent's policies in respect thereof (including with respect to carry over entitlements). Following the Closing Date, Purchaser shall credit Transferred Employees with their vacation and/or paid time off benefits for use by an employee in accordance with Purchaser's policies, taking into account the Transferred Employees' past service credit as provided in Section 6.7(f).

f. Service Credit. Transferred Employees also shall be provided credit by Purchaser for all service with Seller Parent and its Affiliates, to the same extent as such service was credited for such purpose by Seller Parent and its Affiliates and any predecessor employer, under (x) all employee benefit plans, programs, policies and fringe benefits of Purchaser for purposes of eligibility and vesting (and benefit accrual with respect to Purchaser's vacation policies), and (y) severance plans, programs and policies for purposes of calculating the amount of each such employee's severance benefits, except to the extent that such recognition would result in the duplication of benefits.

g. Welfare Plan Obligations. Commencing as of 12:01 a.m. (local time wherever applicable) on the Closing Date, Purchaser shall include the Transferred Employees in its welfare plans (or an applicable plan maintained by a Conveyed Subsidiary or Subsidiary thereof) and agrees to waive any waiting periods or limitations for preexisting conditions under such welfare benefits plans (including its medical, dental, life insurance, short-term and long-term disability plans), and any other similar such plans, and shall ensure that such employees are given credit for any amounts paid toward deductibles, out-of-pocket limits or other fees on or prior to the Closing Date. Claims incurred by a Transferred Employee for welfare benefit plan services rendered as of 12:01 a.m. (local time wherever applicable) on the Closing Date shall be the responsibility of the welfare benefit plan provided by Purchaser to such employees. Claims incurred for welfare benefit plan services for Transferred Employees rendered prior to and including the Closing Date shall be the responsibility of the welfare benefit plan of Seller Parent or an Affiliate which covered such employees prior to and including the Closing Date.

h. Business Employees (U.S.) and Business Employees (non-U.S.) Absent on Disability - Offer of Employment; Continued Employment.

i. When a Business Employee (other than any such employee employed by a Conveyed Subsidiary or Subsidiary thereof that maintains the disability program covering such employee and other than an employee whose employment transfers by applicable Law) who is, on the Closing Date, absent as a result of a short-term disability (including a disability in connection with maternity leave), Purchaser, as appropriate, shall continue to employ or offer immediate employment to such Business Employee in the same or a comparable position to that which the Business Employee occupied before such absence. Such employees on short-term disability leave, will be subject to the same pay, benefits, severance and all other policies, plans, programs and arrangements as stipulated in this Section 6.7 for similarly-situated Business Employees.

ii. Purchaser shall continue to employ or offer immediate employment to Business Employees who are on disability leave (including short- and long-term disability leave) and (A) who are employed by a Conveyed Subsidiary or Subsidiary thereof that maintains the disability program covering such employee or (B) whose employment transfers by applicable Law.

iii. Any Business Employee who is on long-term disability as of the Closing Date (other than any such employee employed by a Conveyed Subsidiary or Subsidiary thereof that maintains the disability program covering such employee and other than an employee whose employment transfers by applicable Law) shall not become a Transferred Employee hereunder and Seller Parent shall retain all Liabilities in respect of such Business Employee.

i. 401(k). Seller Parent shall be solely responsible for all Liabilities under the Hospira 401(k) Retirement Savings Plan (the "Hospira 401(k) Plan") and the Pfizer Savings Plan (the "Seller Parent 401(k) Plan") up to the Closing Date. Purchaser or an Affiliate of Purchaser shall establish or maintain a defined contribution plan and trust intended to qualify under Section 401(a) and Section 501(a) of the Code that on or after the Closing Date shall cover eligible Transferred Employees and accept a contribution, in cash and in kind with respect to participant notes, to the extent attributable to any eligible rollover distribution (within the meaning of Section 401(a)(31) of the Code) of the benefit of a Transferred Employee under the Hospira 401(k) Plan or the Seller Parent 401(k) Plan. Seller Parent shall cause each Transferred Employee to be fully vested, as of the Closing, in his or her accrued benefit or account balance under the Hospira 401(k) Plan and Seller Parent 401(k) Plan.

j. Notwithstanding anything to the contrary contained herein, Purchaser agrees to pay, or to cause its Affiliates (including, after the Closing, a Conveyed Subsidiary or Subsidiary thereof) to pay, each Transferred Employee who is bonus-eligible pursuant to an applicable plan or program maintained by Purchaser or its Affiliates, his or her annual bonus for calendar year in which the Closing Date occurs at no less than target, pro-rated to reflect time served with Seller Parent, Purchaser and/or their respective Affiliates in such calendar year following the Closing Date, which bonus shall be paid at the time that such annual bonus would normally have been paid had the Closing not occurred. To the extent that the pro rata portion of the annual bonuses, at target, that is attributable to service with Seller Parent or its Affiliates prior to the Closing is paid out by Seller Parent, no accrual for such amount will be credited to Working Capital.

k. No Third Party Beneficiaries. Nothing contained herein, expressed or implied, is intended to confer upon any Business Employee or Transferred Employee of Seller Parent or the Conveyed Subsidiaries (or Subsidiaries thereof) any benefits under any benefit plans, programs, policies or other arrangements, including severance benefits or right to employment or continued employment with Purchaser or any Affiliate of Purchaser for any period by reason of this Agreement. In addition, the provisions of this Agreement, in particular this Section 6.7 are solely for the benefit of the Parties, and no current or former employee, director, or independent contractor or any other individual associated therewith shall be regarded for any purpose as a third party beneficiary of this Agreement, and

nothing herein shall be construed as an amendment to any Plan, Foreign Plan or other employee benefit plan for any purpose.

Section 6.8 Reserved.

Section 6.9 Intercompany Accounts and Arrangements.

a. Seller Parent may take (or cause one or more of its Affiliates to take) such action, in compliance with all applicable Laws, as is necessary or advisable to settle, effective as of, or prior to, the Closing Date, all intercompany accounts. Except for the Ancillary Agreements, all intercompany arrangements and agreements, whether written or oral, between any Seller or any of the Retained Subsidiaries, on the one hand, and any of the Conveyed Subsidiaries or their Subsidiaries, on the other hand, shall be terminated and of no further force and effect after the Closing.

b. Effective as of the Closing, Seller Parent, on behalf of itself and its Affiliates, hereby releases Purchaser and each of its Subsidiaries (including the Conveyed Subsidiaries and each Subsidiary thereof) and Affiliates (and their respective officers, directors and employees, acting in their capacities as such) from any Liability, obligation or responsibility to any of them for any and all past actions or failures to take action prior to the Closing, including any actions which may be deemed to have been negligent or grossly negligent, relating to or arising out of Contracts, sales orders, purchase orders, instruments and other commitments, obligations and arrangements with Seller Parent, any Conveyed Subsidiary or a Subsidiary thereof or the operation or conduct of any businesses, assets (including activities performed thereat) or operations managed or operated by, or operationally related to, directly or indirectly, to the Business or the Retained Businesses, except for (i) any obligation pursuant to the provisions of this Agreement or the Ancillary Agreements and (ii) any agreements or arrangements of a commercial nature entered into by and between the Purchaser and any of its Affiliates, on the one hand, and Seller Parent and any of its Affiliates, on the other hand, not in connection with the transactions contemplated hereby. Except to the extent provided to the contrary in Section 6.9(a), effective as of the Closing, Purchaser, on behalf of itself and its Affiliates (including the Conveyed Subsidiaries and each Subsidiary thereof), hereby releases Seller Parent and each of its Affiliates (and their respective officers, directors and employees, acting in their capacity as such) from any Liability, obligation or responsibility to any of them for any and all past actions or failures to take action prior to the Closing, including any actions which may be deemed to have been negligent or grossly negligent, relating to or arising out of Contracts, sales orders, purchase orders, instruments and other commitments, obligations and arrangements with Seller Parent or a Subsidiary thereof or the operation or conduct of any businesses, assets (including activities performed thereat) or operations managed or operated by, or operationally related to, directly or indirectly, to the Business or the Retained Businesses, or relating to or arising out of Seller Parent's or its Affiliate's ownership of the Shares or any indebtedness of any Conveyed Subsidiary (or any Subsidiary thereof) held by Seller Parent or its Affiliates, except for (i) any obligation pursuant to the provisions of this Agreement or the Ancillary Agreements and (ii) any agreements or arrangements of a commercial nature entered into by and between the Purchaser and any of its Affiliates, on the one hand, and Seller Parent and any of its Affiliates, on the other hand, not in connection with the transactions contemplated hereby.

Section 6.10 Access to Information.

a. Seller Parent and Purchaser and their respective Affiliates shall retain all Information relating to the Business in their possession or control for at least seven (7) years following the Closing Date or for such longer period as may be required by Law or any applicable Governmental Order. Each Party shall give at least sixty (60) days' prior written notice to the other Party before ceasing to maintain any such Information, and each Party shall deliver to the other Party upon request any copies of such Information that they have proposed to no longer maintain.

b. Following the Closing and subject to applicable Law and the requirements of Section 6.6, the Parties will allow each other and each other's accountants, counsel and designated representatives reasonable access to such Information of the Business and to personnel having knowledge of the whereabouts and/or contents thereof, for legitimate business reasons, including (i) to comply with reporting, disclosure, filing or other requirements imposed on the requesting Party (including under applicable securities Laws) by any Governmental Authority, including retention of Registration Information (including in relation to pending applications for Product Registrations and Manufacturing Registrations), (ii) to carry out its human resources functions or to establish, assume or administer its benefit plans or payroll functions, (iii) to prepare its financial statements or Tax Returns, or in order to satisfy audit, accounting or other similar requirements, and (iv) in the defense of any Action; provided, however, that this Section 6.10(b) shall not require the waiver of any attorney-client privilege or work-product doctrine. Each Party shall be entitled to recover from the other its out-of-pocket costs (including copying costs) incurred in providing such Information to the other Party. The requesting Party will hold in confidence all Confidential Information identified as such by, and obtained from, the disclosing Party or any of its Representatives.

c. Without limiting the generality of the foregoing, until the end of the second (2nd) fiscal year following the year in which the Closing occurs (and for a reasonable period of time afterwards as required for Purchaser to prepare consolidated financial statements), each of the Parties shall use its commercially reasonable efforts, to cooperate with the other Party's information requests to enable (i) the other Party to meet its timetable for dissemination of its earnings releases, financial statements and management's assessment of the effectiveness of its disclosure controls and procedures and its internal control over financial reporting in accordance with Items 307 and 308, respectively, of Regulation S-K, and (ii) the other Party's accountants to timely complete their review of the quarterly financial statements and audit of the annual financial statements, including, to the extent applicable to such Party, its auditor's audit of its internal control over financial reporting and management's assessment thereof in accordance with Section 404 of the Sarbanes-Oxley Act and the SEC's and Public Company Accounting Oversight Board's rules and auditing standards thereunder.

Section 6.11 Mail and Other Communications. After the Closing Date, each of Seller Parent and its Subsidiaries and Purchaser and its Subsidiaries may receive mail, packages and other communications properly belonging to the other (or the other's Subsidiaries). Accordingly, at all times after the Closing Date, each of Seller Parent and Purchaser authorizes the other and their respective Subsidiaries to receive and open all mail, packages and other communications received by it and not unambiguously intended for any other Party (or its Subsidiaries) or any other Party's (or its Subsidiaries') officers or directors, and to

retain the same to the extent that they relate to the business of the receiving Party or, to the extent that they do not relate to the business of the receiving Party, the receiving Party shall promptly deliver such mail, packages or other communications (or, in case the same relate to both businesses, copies thereof) to the other Party. The provisions of this Section 6.11 are not intended to, and shall not be deemed to, constitute an authorization by either Seller Parent or Purchaser to permit the other to accept service of process on its behalf and neither Party is or shall be deemed to be the agent of the other for service of process purposes.

Section 6.12 Transfer of Business IP and Registrations.

a. Purchaser shall be responsible for preparing and filing all instruments and documents necessary to effect the assignment of the Business IP, MedNet Rights, Product Registrations and Manufacturing Registrations to Purchaser and its Affiliates, including all costs and expenses of preparing and recording country-specific assignments and legalization of signatures (where required). Subject to the foregoing, Seller Parent shall, and shall cause its Affiliates and their respective Representatives to, reasonably cooperate with the foregoing as set forth in Section 6.5.

b. Notwithstanding anything to the contrary in this Agreement or any Ancillary Agreement, upon or prior to the Closing, upon Purchaser's reasonable request, Seller Parent shall, or shall cause its Affiliates and their respective Representatives to, reasonably cooperate to deliver to Purchaser or its designated Affiliate copies of all Business Patent Rights applications and Business Trademark Rights applications and related files concerning prosecution and maintenance, in each case to the extent in Seller Parent or its Affiliates' possession or control and in the format maintained by Seller Parent or its Affiliates as of such date (e.g., electronic or paper files), and Product Registrations, Manufacturing Registrations, and related applications, submissions and correspondence to or from the relevant Governmental Authority via electronic submission or reputable carrier. Following the delivery of such Product Registrations, Manufacturing Registrations and the aforementioned related materials, Seller Parent and Purchaser agree to notify the relevant Governmental Authorities of the transfers of ownership of the Product Registrations from Seller Parent, its Affiliate or the Representative to Purchaser or its designated Affiliate. Such notifications to Governmental Authorities shall be in a format and with content consistent with the applicable Law and/or guidance document on point for the type of Product in question for the jurisdiction in question. Seller Parent and Purchaser also agree to update Manufacturing Registrations or other establishment and facility registration information with Governmental Authorities to reflect the change in ownership of relevant establishments and facilities from Seller Parent, its Affiliate or the Representative to Purchaser or its designated Affiliate. Such updates to Governmental Authorities shall be in a format and with content consistent with the applicable Law and/or guidance document on point for the type(s) of medical device, drug and/or food activities carried out at each establishment or facility in question for the jurisdiction in question. Seller Parent and Purchaser agree that aforementioned delivery of Product Registrations, Manufacturing Registrations, and related applications, submissions and correspondence to or from Governmental Authorities, and the aforementioned notifications and updates, shall be made within any relevant timeframe specified in the applicable Law for each jurisdiction in question.

c. Prior to the Closing Date, Seller Parent and Purchaser shall, and shall cause their respective Affiliates to, cooperate and use their respective commercially reasonable efforts to prepare for the transfer of any applicable Product Registrations to Purchaser or Purchaser's Affiliate or designee on or after the Closing Date. As soon as practicable following the date hereof, Seller Parent and Purchaser shall each nominate one representative with sufficient experience to coordinate, to the extent permitted by applicable Law, on behalf of each Party all regulatory matters relating to the transfer or issuance of Product Registrations to Purchaser or a Purchaser's Affiliate or designee for each applicable country.

d. Seller Parent and Purchaser acknowledge that, on the Closing Date, legal title to the Product Registrations in certain countries may remain with Seller Parent or its Affiliates or third party distributors due to the requirements of applicable regulatory local Laws. Seller Parent and Purchaser further acknowledge that, notwithstanding the foregoing until such time as the legal title to the Product Registrations for such countries can be transferred to (or issued in the name of) or assumed by Purchaser or Purchaser's Affiliate or designee, Seller Parent or its Affiliates or third party distributors shall (use their commercially reasonable efforts to) hold such Product Registrations in trust for the sole and exclusive benefit and cost of Purchaser. Seller Parent and its Affiliates shall not be required to bear any third party cost or expense in connection with the transfer or the issuance of any Product Registration to Purchaser or Purchaser's Affiliate or designee, and such third party costs will be borne solely by Purchaser.

Section 6.13 Resignations. To the extent requested in writing by Purchaser at least five (5) Business Days prior to the Closing Date, Seller Parent shall cause each director (or member of other appropriate corporate governing body) of the Conveyed Subsidiaries and their Subsidiaries for which such resignation is so requested to execute and deliver a letter effectuating his or her resignation as a director (or member of other appropriate corporate governing body), but not in any other capacity, of such Conveyed Subsidiaries or such Subsidiaries thereof, as the case may be, at, or effective as of, the Closing Date.

Section 6.14 No Solicitation. For a period of three (3) years after the Closing Date, Seller Parent shall not, and it shall cause its Affiliates not to, directly or indirectly, induce or attempt to induce any Business Employees of Purchaser or any of its Affiliates (including the Conveyed Subsidiaries and their Subsidiaries) to leave the employ of Purchaser or any such Affiliate for employment with Seller Parent or its Affiliates, or violate the terms of their contracts, or any employment arrangements, with Purchaser or any such Affiliate, provided, that nothing in this Section 6.14 shall restrict or preclude the rights of Seller Parent and its Affiliates from (i) soliciting or hiring any employee who responds to a general solicitation or advertisement that is not specifically targeted or directed at the Business Employees (and nothing shall prohibit such generalized searches for employees through various means, including the use of advertisements in the media (including trade media) or the engagement of search firms to engage in such searches, or posting searches on the internet) or (ii) soliciting or hiring any Business Employee whose employment has been terminated by Purchaser (including through a constructive termination, if applicable) or any of its Affiliates (including the Conveyed Subsidiaries and their Subsidiaries). It is the desire and intent of the Parties that the provisions of this Section 6.14 shall be enforced to the fullest extent permissible under the Laws and public policies applied in each jurisdiction in which enforcement is sought. If any particular provisions or portion of this Section 6.14 shall be adjudicated to be invalid or

unenforceable, this Section 6.14 shall be deemed amended to delete therefrom such provision or portion adjudicated to be invalid or unenforceable, such amendment to apply only with respect to the operation of this Section 6.14 in the particular jurisdiction in which such adjudication is made. The Parties recognize that the performance of the obligations under this Section 6.14 by Seller Parent is special, unique and extraordinary in character, and that in the event of the breach by Seller Parent or its Affiliates of the terms and conditions of this Section 6.14 to be performed by Seller Parent, Purchaser shall be entitled, if it so elects, to obtain damages for any breach of this Section 6.14, or to enforce the specific performance thereof by Seller Parent.

Section 6.15 Non-Competition.

a. For a period of five (5) years following the Closing Date, Seller Parent shall not, and shall cause its Affiliates not to, directly or indirectly, in any country in which the Business is conducted on the date hereof and as of immediately prior to the Closing, research, develop, test, use, store, manufacture, market, commercialize, distribute, sell or service any product that is the same as a Product (collectively, the "Seller Prohibited Activities").

b. Notwithstanding the foregoing, the Parties agree that Seller Parent and its Affiliates shall not be deemed to have violated the restrictions contained in Section 6.15(a) in the event that Seller Parent or any of its Affiliates acquires or invests in:

i. any Person, or the assets thereof, if less than ten percent (10%) of the gross revenues, assets and income of such Person or assets (based on such Person's latest annual audited consolidated financial statements) are related to or were derived from any of the Seller Prohibited Activities;

ii. any Person, or the assets thereof, if ten percent (10%) or more than ten percent (10%) of the gross revenues, assets or income of such Person or assets (based on such Person's latest annual audited consolidated financial statements) were derived from any of the Seller Prohibited Activities; provided, that Seller Parent and its Affiliates use reasonable best efforts to divest themselves within twelve (12) months of such acquisition of all or substantially all of the assets or operations so acquired that are engaged in any of the Seller Prohibited Activities;

iii. securities representing not more than three percent (3%) of the outstanding voting power of any Person; or

iv. any equity interest in any Person through any employee benefit plan of Seller Parent or its Subsidiaries.

c. Notwithstanding the foregoing, the Parties agree that none of Seller Parent, its Affiliates or any acquiring or surviving entity of a merger or consolidation shall be deemed to have violated the restrictions contained in Section 6.15(a) in the event that Seller Parent or any of its Affiliates is acquired, directly or indirectly, by any Person engaged, directly or indirectly, prior to the date of such acquisition, in any of the Seller Prohibited Activities (it being understood and agreed that, in the case of an acquisition, merger or other business combination with any such Person, Seller Parent or any Affiliate

thereof shall be deemed "acquired" only in the event that, following such acquisition, merger or other business combination, fifty percent (50%) or more of the outstanding voting stock of the acquired, surviving or combined entity is owned, directly or indirectly, by Persons other than the shareholders of Seller Parent or their respective Affiliates immediately prior to such acquisition, merger or other business combination).

d. The Parties agree that, notwithstanding anything to the contrary in this Section 6.15, the provisions of this Section 6.15 shall not prohibit Seller Parent or any of its Affiliates from operating or conducting any of their respective businesses or the Retained Businesses, performing under any Ancillary Agreement, or owning or operating any Excluded Asset. It is the desire and intent of the Parties that the provisions of this Section 6.15 shall be enforced to the fullest extent permissible under the Laws and public policies applied in each jurisdiction in which enforcement is sought. If any particular provisions or portion of this Section 6.15 shall be adjudicated to be invalid or unenforceable, this Section 6.15 shall be deemed amended to delete therefrom such provision or portion adjudicated to be invalid or unenforceable, such amendment to apply only with respect to the operation of this Section 6.15 in the particular jurisdiction in which such adjudication is made. The Parties recognize that the performance of the obligations under this Section 6.15 by Seller Parent is special, unique and extraordinary in character, and that in the event of the breach by Seller Parent or its Affiliates of the terms and conditions of this Section 6.15 to be performed by Seller Parent, Purchaser and the Business shall be entitled, if they so elect, to obtain damages, expenses (including attorneys' fees and expenses), losses or liabilities of any nature and kind (without regard to any limitation on types or measurement of damages in this Agreement including those set forth in the definition "Loss" in Section 1.1 or Section 7.5) for any breach of this Section 6.15, or to enforce the specific performance thereof by Seller Parent.

Section 6.16 Confidentiality.

a. For a period of seven (7) years after the Closing Date, Seller Parent and Purchaser shall hold and shall cause their respective Affiliates (including the Conveyed Subsidiaries and their Subsidiaries) to hold, and shall each use their reasonable best efforts to cause their respective Representatives to hold, in strict confidence and not to use in any manner (other than for the purpose of holding confidential and for no other purpose), disclose or release without the prior written consent of the other Party, any and all of the other Party's Confidential Information; provided, that the Parties may disclose, or may permit disclosure of, Confidential Information (i) to their respective Representatives who have a need to know such information and are informed of their obligation to hold such information confidential to the same extent as is applicable to the Parties and in respect of whose failure to comply with such obligations, Seller Parent or Purchaser, as the case may be, will be responsible, (ii) if the Parties, their Affiliates or their respective Representatives are requested or compelled to disclose, in the opinion of counsel (which may be inside counsel), any such Confidential Information by judicial or administrative process or by other requirements of Law or any securities exchange, market or automated quotation system to which such Person is subject, (iii) in connection with any proceeding to enforce such Party's rights under this Agreement or any Ancillary Agreement or (iv) in the case of Purchaser or its Affiliates, to Purchaser's Financing Sources (and their respective counsel, auditors and other professional advisors) so long as such Persons are informed of the confidential nature of

such information and agree to keep such information confidential. Notwithstanding the foregoing, in the event that any demand or request for disclosure of Confidential Information is made pursuant to clause (ii) above, Seller Parent or Purchaser, as the case may be, shall (x) to the extent legally permissible and reasonably practicable, promptly notify the other Party of the existence of such request or demand and the disclosure that is expected to be made in respect thereto in each case with sufficient specificity so that the other Party may, at its expense, seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Section 6.16 and (y) if requested by the other Party (at such other Party's sole cost and expense), assist the other Party in seeking a protective order or other appropriate remedy in respect to such request or demand. If such a protective order or other remedy or the receipt of a waiver by the other Party is not obtained and such disclosing Party or any of its Affiliates or Representatives is nonetheless required by such judicial or administrative process, Law or securities exchange, market or automated quotation system to disclose any Confidential Information, such disclosing Party (or such Affiliate or Representative) may, after compliance with the immediately preceding sentence of this Section 6.16(a), disclose only that portion of the Confidential Information which is required to be disclosed, provided, that such disclosing Party and, if appropriate, such Affiliate or Representative, exercise its and their reasonable best efforts to preserve the confidentiality of such Confidential Information, including by obtaining reasonable assurances that confidential treatment shall be accorded any Confidential Information so disclosed. Notwithstanding any disclosure of Confidential Information pursuant to clause (ii) above, such disclosing Party and its Affiliates and Representatives will continue to be bound by its obligations of confidentiality (including with respect to any Confidential Information disclosed pursuant to clause (ii) above), non-disclosure, restriction on use and other obligations under this Section 6.16.

b. As used in this Agreement, "Confidential Information" means all proprietary, technical, economic, environmental, operational, financial or other business information or material, data, reports, interpretations, forecasts and business plans of one Party and its businesses, products, services, financial condition, operations, assets, liabilities and/or prospects, which, prior to or following the Closing Date, has been disclosed by Seller Parent or its Affiliates, on the one hand, or Purchaser or its Affiliates (including the Conveyed Subsidiaries and their Subsidiaries), on the other hand, in written, oral (including by recording), electronic, or visual form to, or otherwise has come into the possession of, the other Party, in each case including pursuant to the access provisions of Section 6.10 or any other provision of this Agreement or any Ancillary Agreement or (A) in the case of Seller Parent and its Affiliates and their respective Representatives (as the receiving party), (i) except with respect to Intellectual Property, to the extent relating to the Business, the Purchased Assets or the Assumed Liabilities prior to the Closing and (ii) with respect to Intellectual Property, to the extent relating solely to the Business or the Purchased Assets prior to Closing and not constituting Excluded Assets, or (B) in the case of Purchaser and its Affiliates and their respective Representatives (as the receiving party), to the extent relating to the Excluded Assets or the Retained Businesses (except, in the case of clauses (A) and (B), to the extent that such information can be shown to have been (1) in the public domain (other than as a result of a disclosure by such Party or its Affiliates or Representatives (including, in the case of Seller Parent, any of the Retained Subsidiaries or, in the case of Purchaser, any of its Subsidiaries (including the Conveyed Subsidiaries and their Subsidiaries))), (2) available after the date hereof to such Party on a non-confidential basis from a source other than the other Party without, to such Party's knowledge after reasonable inquiry, being subject to any contractual or other obligation of confidentiality to the other Party, or (3) independently developed by or on behalf of such Party without use of, reference to or reliance

upon any information, materials or other documents furnished or otherwise disclosed to such Party or any of its Affiliates or Representatives by or on behalf of the other Party (as can be demonstrated by such Party by appropriate documentary evidence) and is not, to such Party's knowledge after reasonable inquiry, subject to any contractual or other obligation of confidentiality to the other Party). Notwithstanding anything to the contrary in this Agreement, nothing herein shall prevent (x) Seller Parent or its Affiliates from disclosing or using information (i) used or held for use in any Retained Business or (ii) to the extent relating to any Retained Liability, in each case, even if such information also constitutes Purchaser's Confidential Information, and (y) Purchaser or its Affiliates from disclosing or using information (i) used or held for use in the Business or (ii) to the extent relating to any Purchased Assets or Assumed Liabilities or the Business, in each case, even if such information also constitutes Seller Parent's Confidential Information.

c. Notwithstanding anything to the contrary set forth herein, (i) Seller Parent and its Affiliates, on the one hand, and Purchaser and its Affiliates (including the Conveyed Subsidiaries and their Subsidiaries), on the other hand, shall be deemed to have satisfied their obligations hereunder with respect to Confidential Information if they exercise the same degree of care (but no less than a reasonable degree of care) as they take to preserve confidentiality for their own similar information, materials or other documents and (ii) confidentiality obligations provided for in any agreement between Seller Parent or any of its Affiliates, or Purchaser or any of its Affiliates (including the Conveyed Subsidiaries and their Subsidiaries), on the one hand, and any employee of Seller Parent or any of its Affiliates (or, prior to the Closing Date, any Conveyed Subsidiary and their Subsidiaries), or Purchaser or any of its Affiliates (including after the Closing Date, the Conveyed Subsidiaries and their Subsidiaries), on the other hand, shall remain in full force and effect. Confidential Information of Seller Parent and its Affiliates, on the one hand, or the Conveyed Subsidiaries and their Subsidiaries, on the other hand, in the possession of, and used by, the other Party as of the Closing Date may continue to be used by Seller Parent or its Affiliates in the operation of their businesses, or subject to the Intellectual Property License Agreement, Purchaser or its Affiliates (including the Conveyed Subsidiaries and their Subsidiaries) solely in the operation of the Business, as the case may be, provided that, and to the extent, such Confidential Information (i) in the possession of Seller Parent or its Affiliates relates to the Retained Business, and (ii) in the possession of Purchaser or its Affiliates relates to the Business and does not constitute any Excluded Assets, and, in each case, so long as the Confidential Information is maintained in confidence and not disclosed in violation of this Agreement. Such continued right to use may not be transferred to any third party (other than an Affiliate of a Party), without the prior written consent of the other Party, unless the third party purchases all or substantially all of the business and assets in one transaction or in a series of related transactions for which or in which the relevant Confidential Information is used or employed.

d. Notwithstanding the foregoing in this Section 6.16, to the extent that an Ancillary Agreement or another Contract pursuant to which a Party is bound, provided, that certain Confidential Information shall be maintained confidential on a basis that is more protective of such Confidential Information or for a longer period of time than provided for in this Section 6.16, then the applicable provisions contained in such Ancillary Agreement or other Contract shall control with respect thereto. After the Closing Date, the Confidentiality Agreement shall be deemed to have been terminated by the parties thereto and shall no longer be in effect.

Section 6.17 Guarantees; Letters of Credit.

a. Prior to the Closing Date, Seller Parent and Purchaser shall cooperate and shall use their respective commercially reasonable efforts to terminate, or cause Purchaser or one of its Affiliates to be substituted in all respects for Seller Parent or the applicable Retained Subsidiary in respect of, all obligations of Seller Parent or any of the Retained Subsidiaries under Seller Parent Guarantees on the Closing Date.

b. With respect to any Seller Parent Guarantees that remain outstanding after the Closing Date, (i) Seller Parent and Purchaser shall continue to cooperate and use their respective commercially reasonable efforts to terminate, or cause Purchaser or one of its Affiliates to be substituted in all respects for Seller Parent or any Retained Subsidiary in respect of, all obligations under Seller Parent Guarantees, (ii) Purchaser shall defend, indemnify and hold harmless the Sellers and their respective Affiliates, and their respective directors, officers, agents, employees, successors and assigns from and against any Losses arising from, or relating to, such Seller Parent Guarantees, and (iii) Purchaser shall not permit any Conveyed Subsidiary or any of its Subsidiaries or Affiliates to (a) renew or extend the term of or (b) increase its obligations under, or transfer to another third party, any loan, Contract or other obligation for which Seller Parent or any Retained Subsidiary is or would reasonably be expected to be liable under such Seller Parent Guarantee. To the extent that Seller Parent or the Retained Subsidiaries have performance obligations under any Seller Parent Guarantee, Purchaser will use commercially reasonable efforts to (x) perform such obligations on behalf of Seller Parent and the Retained Subsidiaries or (y) otherwise take such action as reasonably requested by Seller Parent so as to put Seller Parent and the Retained Subsidiaries in the same position as if Purchaser, and not Seller Parent or a Retained Subsidiary, had performed or were performing such obligations.

c. Prior to the Closing Date, Seller Parent and Purchaser shall cooperate and Purchaser shall use commercially reasonable efforts to replace all letters of credit issued by Seller Parent or the Retained Subsidiaries on behalf of or in favor of any Conveyed Subsidiary, any of their Subsidiaries or the Business (the "Seller Parent LCs") as promptly as practicable with letters of credit from Purchaser or (if it is able to do so) one of its Affiliates as of the Closing Date. With respect to any Seller Parent LCs that remain outstanding after the Closing Date, Purchaser shall (i) defend, indemnify and hold harmless the Sellers and their respective Affiliates, and their respective directors, officers, agents, employees, successors and assigns for any Losses arising from, or relating to, such letters of credit, including any fees in connection with the issuance and maintenance thereof and (ii) without the prior written consent of Seller Parent, Purchaser and its Subsidiaries shall not, and shall not permit any Conveyed Subsidiary or any of their Subsidiaries or Affiliates to, enter into, renew or extend the term of, increase its obligations under, or transfer to a third party, any loan, lease, Contract or other obligation in connection with which Seller Parent or any Retained Subsidiary has issued any letters of credit which remain outstanding. The Parties agree that neither Seller Parent nor any of the Retained Subsidiaries will have any obligation to renew any letters of credit issued on behalf of any Conveyed Subsidiary (or any Subsidiary thereof) or the Business after the expiration of any such letter of credit. Neither Seller Parent Guarantees nor Seller Parent LCs shall be deemed Purchased Assets hereunder.

Section 6.18 Ancillary Agreements; Retained Names; the MedNet Mark; Common Law Trademarks.

a. At the Closing, Purchaser and Seller Parent shall enter into, execute and deliver a Transitional Services Agreement in the form set forth in Exhibit F hereto, with such changes, if any, as may be mutually agreed by Purchaser and Seller Parent (the "Transitional Services Agreement"), including the changes contemplated to be negotiated pursuant to this Section 6.18(a). The Parties hereby acknowledge and agree that the schedules to the Transitional Services Agreement set forth on Exhibit F hereto may not include all of the services that shall be provided under the Transitional Services Agreement and prior to Closing, each Party shall use its reasonable best efforts to supplement (as applicable), negotiate in good faith and finalize the schedules to the Transitional Services Agreement based on the discussions of the parties to date and the description of the services and related terms set forth in the draft of the schedules to the Transitional Services Agreement set forth on Exhibit F hereto; provided that, for clarity, if, despite such reasonable best efforts, the Parties are not able to agree in writing on any service to be supplied thereunder, the Transitional Services Agreement shall include only services that are both being utilized in connection with, the Business during the twelve (12) month period prior to the Closing and being performed by or through employees, assets or entities of the Sellers that will not be transferred to Purchaser pursuant to the provisions of this Agreement, and shall not include the "Excluded Services" set forth on draft Exhibit B to the Transitional Services Agreement (the "Services").

b. At the Closing, Purchaser and Seller Parent shall enter into, execute and deliver (i) a shareholders agreement substantially in the form set forth in Exhibit B hereto (the "Shareholders Agreement"), (ii) an Intellectual Property License Agreement substantially in the form set forth in Exhibit G hereto (the "Intellectual Property License Agreement"), (iii) a manufacturing and supply agreement in which Seller Parent is the supplier substantially in the form set forth in Exhibit H hereto (the "Manufacturing and Supply Agreement (Seller Parent as Supplier)"), (iv) a manufacturing and supply agreement in which Purchaser is the supplier substantially set forth in Exhibit I hereto (the "Manufacturing and Supply Agreement (Purchaser as Supplier)"), (v) Intellectual Property assignment agreements, substantially in the form set forth in Exhibit J hereto (the "IP Assignment Agreements") and (vi) a Logistics and Services Agreement, subject to the terms set forth in Section 6.26.

c. After the date hereof and prior to the Closing, Seller Parent and Purchaser shall use their respective commercially reasonable efforts to assess the feasibility of any potential delayed transfers of certain Business Employees and certain assets located at the Pleasant Prairie Customer Service Center and the three (3) distribution centers of the Business and, to agree to delay transfers of such Business Employees and assets as reasonably requested by the Purchaser.

d. As soon as reasonably practicable, but in no event later than ninety (90) days after the Closing, Purchaser shall cause each Conveyed Subsidiary (and each Subsidiary thereof) to change its name and cause its certificate of incorporation (or equivalent organizational document), as

applicable, to be amended to remove any and all references to "Hospira," "Pfizer" and all other Retained Names. Upon and following the Closing, Purchaser shall, and shall cause its Affiliates (including the Conveyed Subsidiaries and each Subsidiary thereof) to, cease holding themselves out as having any affiliation with Seller Parent or any of its Affiliates.

e. Upon and following the Closing, subject to Section 6.18(d), Purchaser shall, and shall cause its Affiliates (including the Conveyed Subsidiaries and each Subsidiary thereof) to, cease using any and all Retained Names, except for a period of eighteen (18) months following the Closing (provided such period shall be thirty (30) months with respect to use of the Retained Names, to the extent required by use of tooling that is installed in the Austin Facility as of the Closing, solely with respect to the Products that are manufactured in the Austin Facility (i.e., bags)), Purchaser and its Affiliates shall be permitted to use the Hospira Marks in the manner such Hospira Marks were used by Seller Parent and its Affiliates immediately prior to the Closing solely in connection with the sale of any Inventory of Products and use of the advertising, marketing, sales and promotional materials Relating to the Business that, in each case, are included in the Purchased Assets under Section 2.2(m) and contain such Hospira Marks as of the Closing, in the conduct of the Business as conducted immediately prior to the Closing; provided, that, with respect to any Product for which any Hospira Mark is required to be used by any Conveyed Subsidiary or any of its Subsidiaries or Purchaser or any Purchaser Designated Affiliate under a Product Registration or Manufacturing Registration, such Person shall be permitted to continue to use such Hospira Mark in the country to which such Product Registration or Manufacturing Registration relates, including for the sale of any Inventory or Products manufactured during such 18-month period (or thirty (30) month period, as applicable), subject to and in accordance with this Section 6.18(e), to the extent reasonably necessary to comply with such Product Registration or Manufacturing Registration, and to sell any inventory of Product that is subject to such Product Registration or Manufacturing Registration; provided, further, that, if Purchaser has been diligent in its efforts to transition from such Hospira Mark to different Trademarks not containing or comprising any of the Retained Names, but due to delays of the applicable Governmental Authority in such country, and other delays that Purchaser is not able to overcome by exercising diligent efforts, in each case, that are outside Purchaser's reasonable control, use of such Hospira Mark is required under the applicable Product Registration or Manufacturing Registration, then following expiration of such 18-month period (or 30-month period, as applicable), Purchaser may extend such period with respect to such Hospira Mark and such country for additional period not to exceed one (1) year until such Hospira Mark is no longer required to be used under the applicable Product Registration or Manufacturing Registration, so long as Purchaser (x) provides Seller Parent with prior written notice that describes the reason for each such extension in reasonable detail, (y) remains diligent with respect to such transition during each such extension and (z) such Hospira mark is required to be used under the applicable Product Registration or Manufacturing Registration. For clarity, after expiration of the 18-month period or 30-month period (as applicable) or any extension thereof with respect to a Product, Purchaser shall be permitted to continue selling any reasonable quantities of inventory of such Product that exists as of the expiration of such period of time for a reasonable period of time (not to exceed three (3) months); provided that Purchaser provides Seller Parent with prior written notice thereof and otherwise complies with the terms of this Section 6.18.

f. As of the Closing or with respect to each Hospira Mark, following the expiration of each period of permitted use to the extent set forth in, and subject to, Section 6.18(d) (each such period of permitted use for each Hospira Mark with respect to the applicable country, the "Hospira Transition Period"), Purchaser shall, and shall cause its Affiliates to remove, strike over, or otherwise obliterate all Retained Names from all sales and product literature, vehicles, business cards, schedules, stationery, packaging materials, displays, signs, promotional materials, manuals, forms, websites, email addresses, computer software, and other materials and systems. Any use of the Hospira Marks by the Conveyed Subsidiaries and their Subsidiaries as permitted in this Section 6.18 is subject to their use of each Hospira Mark in the same form and manner, to the same extent (without an increase in extent or type of uses of each Hospira Mark) and subject to the same standards of quality, of that in effect for each Hospira Mark as of the Closing. Purchaser shall not, and shall cause its Affiliates to not, use any Hospira Mark in any manner that may reflect negatively in any material respect on such name and mark or on Seller Parent or any of its Affiliates. Purchaser shall, and shall cause its Affiliates to, in connection with all written Trademark uses of the Hospira Marks permitted hereunder, use commercially reasonable efforts to include a clear statement that the associated products or services are manufactured by or otherwise emanate from Purchaser and its Affiliates and not from Seller Parent and its Affiliates. Without limitation to any other rights or remedies, Seller Parent shall have the right to terminate the license to the Hospira Marks set forth herein, effective immediately, if Purchaser and its Affiliates materially fail to comply with the foregoing terms and conditions set forth in Sections 6.18(d) and 6.18(e) or otherwise materially fail to comply with any reasonable direction of Seller Parent or any of its Affiliates in relation to the use of the Hospira Marks provided by Seller Parent to Purchaser from time to time, and Seller Parent provides written notice to Purchaser of such failure and Purchaser does not cure such failure within ten (10) days after receipt of such notice. Purchaser shall not be deemed to have violated this Section 6.18(f) by its retention of any archived documentation or other tangible or electronic materials that contain any Retained Names; provided that such documentation and materials are for internal use only and not used in commerce.

g. From and after the Closing, Seller Parent agrees, and agrees to cause its Affiliates, to cease all the use of the Hospira Marks that include the term "MedNet" as a Trademark and upon request from Purchaser to cancel the existing U.S. Trademark Registration Numbers 3341557, 3005020, 3600063, and 3399021. Notwithstanding the foregoing, if, at any time following the Closing Date, Seller Parent would like to allow any such Trademark registrations to lapse or be cancelled, Seller Parent shall provide Purchaser with written notice thereof and if Purchaser would like Seller Parent to continue to maintain such Trademark registrations, Purchaser shall promptly provide Seller Parent with written notice agreeing to reimburse Seller Parent for its costs and expenses incurred in connection with maintaining such Trademark registrations. Following receipt of such notice, Seller Parent shall continue to maintain such Trademarks for a reasonable period of time for so long as Purchaser reimburses Seller Parent for such costs and expenses and remains diligent with respect to filing Trademark applications (that, for clarity, do not include any Retained Names) to replace such Trademark registrations. Seller Parent, on behalf of itself and its Affiliates, hereby assigns to Purchaser any and all of its and its Affiliates' right, title and interest in, to and under all MedNet Rights. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, THE ASSIGNMENT OF THE MEDNET RIGHTS IS DELIVERED ON AN "AS IS," "WHERE IS" BASIS AND WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE MEDNET

RIGHTS (INCLUDING SELLER PARENT'S OR ITS AFFILIATES' RIGHTS, IF ANY, WITH RESPECT THERETO).

h. During the two (2) year period following the Closing, if and to the extent that Purchaser identifies a common law Trademark owned by Seller Parent or any of its Affiliates immediately prior to the Closing Date and that is necessary for the operation of the Business as of the Closing Date and is not a Business Common Law Trademark or a Retained Name, Purchaser may provide written notice to Seller Parent identifying such common law Trademark and requesting that it be licensed or assigned to Purchaser. The Parties shall review and discuss in good faith such proposal for a period of up to sixty (60) days from the receipt of such notice. If Seller Parent agrees in writing (such agreement not to be unreasonably withheld) during such sixty (60) day period that such applicable common law Trademark is necessary for the operation of the Business as of the Closing Date, such common law Trademark (the "Omitted Trademark") shall be licensed or assigned (in the reasonable discretion of Seller Parent) to Purchaser and subject to the terms and conditions of this Agreement and other terms as reasonably agreed to by the Parties.

Section 6.19 Compliance with WARN and Similar Laws. Seller Parent shall provide to Purchaser at the Closing Date a complete and accurate list of all "employment losses" within the Business, as that term is defined in WARN which occurred in the ninety (90)-days preceding the Closing Date, which shall show the name, date of separation, reason for separation, and facility or operating unit of each employee of the Business who suffered such an employment loss in such period. Purchaser agrees to provide or cause to be provided any required notice under WARN, and any similar applicable Law, and otherwise to comply with any such applicable Law with respect to any "plant closing" or "mass layoff" or similar event affecting Business Employees and occurring on or after the Closing Date. Seller Parent agrees to, and shall cause the other Sellers to, provide or cause to be provided any required notice under WARN, and any similar applicable Law, and otherwise to comply with any such applicable Law with respect to any "plant closing" or "mass layoff" or similar event affecting Business Employees and occurring prior to the Closing Date.

Section 6.20 Local Implementing Agreements. As promptly as reasonably practicable after the date hereof, Seller Parent and Purchaser shall cause the Local Implementing Agreements to be prepared and, at or prior to the Closing Date, executed by the applicable Sellers and Purchaser Designated Affiliates. Seller Parent and Purchaser agree that such Local Implementing Agreements shall not expand or limit the rights and obligations of the Sellers, on the one hand, and Purchaser and the Purchaser Designated Affiliates, on the other hand, beyond those provided for in this Agreement, and that the Local Implementing Agreements shall not provide for any additional rights or obligations of the Sellers, Purchaser or the Purchaser Designated Affiliates that are not provided for in this Agreement. Seller Parent and Purchaser shall cooperate in the preparation of such Local Implementing Agreements, which shall be prepared substantially in the form set forth in Exhibit A with only such changes as necessary to comply with applicable Law of such foreign jurisdictions. In the event of any conflict between the terms of such Local Implementing Agreements and this Agreement, Seller Parent and Purchaser agree and acknowledge that the terms of this Agreement shall control and that, if necessary, Seller Parent and Purchaser shall, and shall cause their respective Affiliates to, deliver such additional instruments as may be necessary to

accomplish the foregoing. To the extent of any schedules to any such Local Implementing Agreements, the Parties agree that such schedules shall be provided for convenience only and, as applicable, to satisfy requirements of applicable Law.

Section 6.21 Litigation Support; Seller Parent's Election to Control Non-Indemnified Claims.

a. Following the Closing, except in connection with any indemnification claim or dispute arising hereunder, Purchaser and its Affiliates, on the one hand, and Seller Parent and its Affiliates, on the other hand, shall cooperate with each other in the defense or settlement of any Liabilities or Actions involving the Business or Retained Businesses for which the other Party has responsibility under this Agreement, including with respect to any Assumed Liabilities or Retained Liabilities, by providing the other Party and such other Party's legal counsel, upon reasonable advance notice in writing, reasonable access, during regular normal business hours, to current and former officers, directors, employees, contractors, records, documents, data, equipment, facilities, products, parts, prototypes and other information regarding the Business or Retained Businesses, as applicable, and its respective products as such other Party may reasonably request, to the extent maintained or under the possession or control of the requested Party; provided, that all requests for access pursuant to this Section 6.21 shall be made in writing and shall be directed to and coordinated with a Person or Persons designated by the requested Party in writing; provided, however, that no such access shall unreasonably interfere with Purchaser's and the Conveyed Subsidiaries' (and their Subsidiaries') or Seller Parent's and its Subsidiaries; as applicable, operation of their respective businesses, including the Business and the Retained Businesses; and provided, further, that the requested Party may restrict the foregoing access to the extent that (A) in the reasonable judgment of such Party, applicable Law requires such Party to restrict or prohibit access to such information or document, (B) in the reasonable judgment of such Party, such information or document is subject to confidentiality obligations to a third party, (C) such disclosure would result in disclosure of any proprietary confidential information of such Party or third parties, or (D) disclosure of any such information or document could result in the loss or waiver of the attorney-client or other applicable privilege (provided, that such Party and/or counsel for such Party shall use their reasonable best efforts to enter into such joint defense agreements or other arrangements, as appropriate, so as to allow for such disclosure in a manner that does not result in the loss of such privilege). The requesting Party shall reimburse the other Party for its reasonable out-of-pocket expenses paid to third parties in performing its obligations under this Section 6.21.

b. From and after the Closing, (i) Purchaser and its Affiliates shall promptly notify Seller Parent of any third party Action with respect to the Business that would reasonably be expected to adversely affect any Retained Business or may affect, in whole or in part, any Retained Liability and (ii) Seller Parent and its Affiliates shall promptly notify Purchaser of any third party Action with respect to any Retained Business that would reasonably be expected to adversely affect the Business or may affect, in whole or in part, any Assumed Liability; provided, that the failure by any Party and its Affiliates to give any such notice shall not be deemed to constitute a breach of this Agreement other than an intentional failure to provide such notice. The provisions of Article VII shall apply to any Third Party Claim with respect to which Purchaser is entitled to indemnification by Seller Parent under Section 7.1.

With respect to any other third party Action (a "Non-Indemnified Claim"), (A) if such Non-Indemnified Claim could reasonably be expected to adversely affect any Retained Business or affect, in whole or in part, any Retained Liability, Seller Parent shall have the right but not the obligation, at its option, to participate in the defense, compromise or settlement of such Non-Indemnified Claim and, at its own expense, to employ counsel of its own choosing for such purpose, and (B) if such Non-Indemnified Claim could reasonably be expected to adversely affect the Business or affect, in whole or in part, any Purchased Asset or Assumed Liability, Purchaser shall have the right but not the obligation, at its option, to participate in the defense, compromise or settlement of such Non-Indemnified Claim and, at its own expense, to employ counsel of its own choosing for such purpose.

c. In furtherance of the foregoing, from and after the Closing Date, Seller Parent and Purchaser shall use, and shall cause their respective Affiliates to use, reasonable efforts to make available to each other, upon written request, its current and former officers, directors, employees, contractors, personnel and agents for fact finding, consultation and interviews and as witnesses to the extent that any such Person may reasonably be required in connection with any Actions in which the requesting Party may from time to time be involved arising from, or relating to, the conduct of the Business or the Retained Businesses or with respect to any Assumed Liabilities or Retained Liabilities. Seller Parent and Purchaser agree to reimburse each other for reasonable out-of-pocket expenses (other than officers' or employees' salaries) incurred by the other in connection with providing individuals and witnesses pursuant to this Section 6.21(c).

d. Notwithstanding anything to the contrary herein, (i) Seller Parent or any Affiliate designated by Seller Parent shall have exclusive authority and control over all aspects of any investigation, prosecution, defense and appeal of any and all Actions arising solely from, or solely relating to, the Retained Businesses or the Retained Liabilities and may negotiate, settle or compromise, or consent to the entry of any judgment with respect to, any Retained Liability, without the consent of Purchaser or any Affiliate thereof, and (ii) Purchaser or any Affiliate designated by Purchaser shall have exclusive authority and control over all aspects of any investigation, prosecution, defense and appeal of any and all Actions arising solely from, or solely relating to, the Purchased Assets, the Shares, the Assumed Liabilities or the Business and may negotiate, settle or compromise, or consent to the entry of any judgment with respect to, any of the Purchased Assets, the Shares, the Assumed Liabilities or the Business, without the consent of Seller Parent or any Affiliate thereof.

Section 6.22 Insurance. As promptly as practicable after the date hereof, Seller Parent shall use commercially reasonable efforts to provide to Purchaser, to the extent in its possession, (i) all loss history for the last 5 years relating to the Business for matters that have been self-insured by Seller Parent and (ii) all pending insurance claims and the claims history for the Sellers in respect of the Business, the Purchased Assets and the Assumed Liabilities during the five (5) years prior to the date hereof. From and after the Closing Date, the Conveyed Subsidiaries and their Subsidiaries shall cease to be insured by Seller Parent or its Affiliates' insurance policies or by any of their self-insured programs, and, except as otherwise expressly set forth in this Agreement, neither Purchaser nor its Subsidiaries shall have any access, right, title or interest to or in any such insurance policies (including to all claims and rights to make claims and all rights to proceeds) to cover any assets of the Conveyed Subsidiaries or their Subsidiaries or any Liability arising from the operation of the Business before, on or after the Closing. Seller Parent or any of their respective Affiliates may, to be effective at the Closing, amend any insurance policies in the manner it deems appropriate to give effect to this Section 6.22. From and after the Closing, Purchaser shall be responsible for securing all insurance it considers appropriate for its operation of the Conveyed Subsidiaries and their Subsidiaries and the Business. Seller Parent shall keep or cause its Affiliates to keep all insurance policies currently maintained with respect to the Business, or suitable

replacements or renewals, in full force and effect through 12:01 a.m. (New York time) on the Closing Date. Until the Closing, the Purchased Assets shall remain at the risk of Seller Parent and its Affiliates. In the event of any material damage to or destruction of any Purchased Asset (other than normal wear and tear) after the date hereof and prior to the Closing (in any such case, an "Insurable Loss"), Seller Parent shall give notice thereof to Purchaser. If any such Insurable Loss is covered by property insurance policies, all right and claim of Seller Parent or its Affiliates, to the extent made prior to the Closing and included in the calculation of current assets in Working Capital, to any proceeds of property insurance for such Insurable Loss shall be assigned and (if previously received by Seller Parent or its Affiliates and not used prior to the Closing Date to repair any damage or destruction) paid to Purchaser at the Closing.

Section 6.23 Trade Notification. Seller Parent and Purchaser shall agree on the method and content of the notifications to customers, suppliers and distributors of the Business of the transactions contemplated by this Agreement prior to the Closing Date. Seller Parent and Purchaser agree that such notifications are to provide sufficient advance notice of the transactions contemplated hereby and the plans associated therewith, with the objective of minimizing any disruption of the Business.

Section 6.24 Accounts; Products Received.

a. All payments and reimbursements received by Seller Parent or its Affiliates in connection with, or arising out of, the Purchased Assets, the Shares or the Assumed Liabilities after the Closing shall be held by such Person in trust for the benefit of Purchaser and, promptly following receipt by such Person of any such payment or reimbursement, such Person shall pay over to Purchaser the amount of such payment or reimbursement, without right of set-off. All payments and reimbursements received by Purchaser or its Subsidiaries (including the Conveyed Subsidiaries and their Subsidiaries) in connection with or arising out of the Excluded Assets, Retained Liabilities or Retained Businesses, after the Closing shall be held by such Person in trust for the benefit of Seller Parent and, immediately upon receipt by such Person of any such payment or reimbursement such Person shall pay over to Seller Parent the amount of such payment or reimbursement without right of set-off.

b. If Products are received by Seller Parent or its Affiliates after the Closing, Seller Parent shall or shall cause such Affiliate to ship those Products to Purchaser, or Purchaser's stated representative, at Purchaser's cost. Subject to Article VII, Purchaser shall have sole responsibility for accepting and processing all returns following the Closing of Products and disbursing refunds and credits in respect thereof (whether such Products was sold prior to or after the Closing Date). Subject to Article VII, within thirty (30) days after notification from Seller Parent or one of its Affiliates, Purchaser shall reimburse such Seller Parent or one of its Affiliates for all customer claims made against such Seller

Parent or one of its Affiliates in the form of invoice deductions for amounts associated with such returned Products which are received by such Seller Parent or one of its Affiliates or their agent after the Closing.

Section 6.25 Directors' and Officers' Indemnification.

a. If the Closing occurs, Purchaser shall and shall cause the Conveyed Subsidiaries and their Subsidiaries to take any necessary actions to provide that all rights to indemnification and all limitations on liability existing in favor of any current or former officers, directors, partners, members, managers or employees of the Conveyed Subsidiaries or their Subsidiaries (or their respective predecessors) (collectively, the "D&O Indemnitees"), as provided in the organizational documents of the Conveyed Subsidiaries and their Subsidiaries in effect on the date of this Agreement, shall survive the consummation of the transactions contemplated hereby and continue in full force and effect and be honored by the Conveyed Subsidiaries or their Subsidiaries after the Closing.

b. In the event that the Conveyed Subsidiaries or their Subsidiaries or Purchaser or any of their respective successors or assigns (i) consolidates with or merges into any other Person and shall not be the continuing or surviving corporation or entity of such consolidation or merger or (ii) transfers or conveys all or a majority of its properties and assets to any Person, then, and in each such case, proper provision shall be made so that the successors and assigns of the Conveyed Subsidiaries or their Subsidiaries or Purchaser, as the case may be, shall succeed to the obligations set forth in this Section 6.25.

c. The obligations of Purchaser under this Section 6.25 shall not be terminated or modified in such a manner as to adversely affect any D&O Indemnitee to whom this Section 6.25 applies without the express written consent of such affected D&O Indemnitee (it being expressly agreed that the D&O Indemnitees to whom this Section 6.25 applies shall be third party beneficiaries of this Section 6.25).

Section 6.26 Shared Contracts. (a) The Parties acknowledge that the Shared Contracts relate to both the Business and the Retained Business. Following the Closing, the Parties desire to have and obtain the rights and benefits under each Shared Contract to the extent related to the Retained Businesses and the Business. For the avoidance of doubt, the separation of any Shared Contracts shall not be a condition to the Closing. The Parties shall bear their own out-of-pocket costs or expenses incurred in connection with separating any such Shared Contracts; provided, that the Parties shall not be required to commence any litigation or offer to grant any material accommodation (financial or otherwise) to any counterparty to any such Shared Contract.

(b) At the Closing, Purchaser and Seller Parent shall enter into, execute and deliver an agreement or agreements and/or shall include in one or more other Ancillary Agreements provisions, in each case in form and substance reasonably acceptable to each Party (such separate agreement or agreements, and/or such provisions to be included in one or more other Ancillary Agreements, the "Logistics and Services Agreement") as more fully described in and pursuant to the provisions of Section 6.26 of the Seller Disclosure Letter.

Section 6.27 Return of Assets; Transfer of Purchased Assets.

a. If, at any time after the Closing, any asset acquired by Purchaser or any of its Affiliates (including the Conveyed Subsidiaries) hereunder is ultimately determined to be an Excluded Asset or Purchaser or any of its Affiliates is found subject to a Retained Liability, (i) Purchaser shall return or transfer and convey (without further consideration) to the appropriate Affiliate of Seller Parent such Excluded Asset or Retained Liability; (ii) Seller Parent shall cause its appropriate Affiliate to assume (without further consideration) any Liabilities associated with such Excluded Assets or Retained Liabilities; and (iii) Purchaser shall, and shall cause its appropriate Affiliate to, execute such documents or instruments of conveyance or assumption and take such further acts which are reasonably necessary or desirable to effect the transfer of such Excluded Asset or Retained Liability back to such Affiliate of Seller Parent, in each case such that each Party is put into the same economic position as if such action had been taken on or prior to the Closing Date. In furtherance of the foregoing, Purchaser or its Affiliate shall cause the Conveyed Subsidiaries to promptly pay or deliver to Seller Parent (or its designee) any monies or checks which have been sent to a Conveyed Subsidiary to the extent they are not due to the Business which should have been sent to Seller Parent or one of its Affiliates (other than the Conveyed Subsidiaries or their Subsidiaries) (including promptly forwarding invoices or similar documentation to Seller Parent). In the case of any asset that is ultimately determined to be a Purchased Asset but is required for the Retained Businesses, then the Parties shall use commercially reasonable efforts to ensure that Seller Parent and its Subsidiaries are granted access or rights to such assets to the extent required for the Retained Businesses.

b. Subject to Sections 2.2 and 2.3, if, at any time after the Closing, any asset held by Seller Parent or its Subsidiaries is ultimately determined to be a Purchased Asset or Seller Parent or any of its Subsidiaries is found to be subject to an Assumed Liability, (i) Seller Parent shall return or transfer and convey (without further consideration) to the appropriate Conveyed Subsidiary (or Subsidiary thereof) or Purchaser Designated Affiliate such Purchased Asset or Assumed Liability; (ii) Purchaser shall cause the appropriate Conveyed Subsidiary (or Subsidiary thereof) or Purchaser Designated Affiliate to assume (without further consideration) any Liabilities associated with such Purchased Assets or Assumed Liabilities; and (iii) Purchaser shall cause the appropriate Conveyed Subsidiary (or Subsidiary thereof) or Purchaser Designated Affiliate to execute such documents or instruments of conveyance or assumption and take such further acts which are reasonably necessary or desirable to effect the transfer of such Purchased Asset or Assumed Liability to the Conveyed Subsidiary (or Subsidiary thereof) or Purchaser Designated Affiliate, in each case such that each Party is put into the same economic position as if such action had been taken on or prior to the Closing Date. In furtherance of the foregoing, Seller Parent shall promptly pay or deliver to the Conveyed Subsidiary (or Subsidiary thereof) or Purchaser Designated Affiliate (or any designee of the foregoing) any monies or checks which have been sent to Seller Parent or any of its Subsidiaries by customers, suppliers or other contracting parties of the Business in respect of the Business and which should have been sent to one of the Conveyed Subsidiaries (or a Subsidiary thereof) or a Purchaser Designated Affiliate (including promptly forwarding invoices or similar documentation to the appropriate Conveyed Subsidiary (or Subsidiary thereof) or Purchaser Designated Affiliate). In the case of any asset that is ultimately determined to be an Excluded Asset but is required for the Business,

then the Parties shall use commercially reasonable efforts to ensure that Purchaser and its Subsidiaries are granted access or rights to such assets to the extent required for the Business.

Section 6.28 Financing.

a. Purchaser shall, and shall cause its Affiliates to, use its reasonable best efforts to take, or cause to be taken, all actions, and to do, or cause to be done all things necessary, proper or advisable to consummate the Financing on and in accordance with the terms and conditions (including the "flex" provisions) contemplated by the Commitment Letter as promptly as practicable following the date of this Agreement, including (i) complying with and maintaining in effect the Commitment Letter, (ii) negotiating and entering into definitive agreements with respect to the Financing contemplated by the Commitment Letter on the terms and conditions contained in the Commitment Letter so that such agreements are in effect no later than the Closing, (iii) satisfying as promptly as practicable and on a timely basis all the conditions to the financing contemplated by the Commitment Letter and the definitive agreements, (iv) accepting to the fullest extent all "market flex" contemplated by the Commitment Letter and the definitive agreements and (v) enforcing its rights under the Commitment Letter in the event of a breach by the Financing Sources that impedes or delays the Closing. In the event that all conditions to the Commitment Letter have been satisfied or, upon funding shall be satisfied, Purchaser and its Affiliates shall use their reasonable best efforts to cause the lenders and the other Persons providing such financing to fund on the Closing Date the financing required to consummate the transactions contemplated hereby (including by taking enforcement action to cause such lenders and the other Persons providing such financing to fund such financing). Purchaser shall give Seller Parent prompt written notice of any (A) breach or default (or any event or circumstance that, with or without notice, lapse of time or both, could reasonably be expected to give rise to any breach or default) by any party to the Commitment Letter or any definitive document related to the Financing, (B) actual or threatened withdrawal, repudiation or termination of the Financing by the Financing Sources, (C) material dispute or disagreement between or among any of the parties to the Commitment Letter or any definitive document related to the Financing, (D) material amendment or modification of, or waiver under, the Commitment Letter, (E) if for any reason Purchaser believes in good faith that it will not be able to timely obtain all or any portion of the Financing on the terms, in the manner or from the sources contemplated by the Commitment Letter or the definitive documents related to the Financing or (F) expiration or termination of the Commitment Letter. Purchaser shall keep Seller Parent informed on a reasonably current basis of the status of its efforts to arrange the Financing contemplated by the Commitment Letter, including providing copies of all definitive agreements. Neither Purchaser nor its Affiliates shall amend, modify or agree to any waiver under the Commitment Letter without the prior written approval of Seller Parent if such amendment, modification, or waiver (1) could reasonably be expected to reduce (or have the effect of reducing) the aggregate committed amount of the Financing (including by increasing the amount of fees to be paid or original issue discount of the Financing (unless in connection with such increase in the amount of the fees or original issue discount, the aggregate amount of the Financing is increased in an amount equal to such increase in the amount of the fees or original issue discount)) or (2) expands on or imposes new or additional conditions precedent, or otherwise amends, modifies or expands any provision set forth therein in a manner that could reasonably be expected to (x) prevent, delay or impair the Closing, (y) make the funding of the Financing (or satisfaction of the conditions to obtaining the Financing) less likely to occur, or (z) adversely impact the ability of Purchaser or its Affiliates to enforce its rights against the other

parties to the Commitment Letter or the ability of Purchaser or its Affiliates to timely consummate the transactions contemplated hereby; provided, that Purchaser may (but shall not be obligated to) amend the Commitment Letter to add commercial banks, investment banks or other institutional investors as lenders, lead arrangers, bookrunners, syndication agents or similar entities with commitments thereunder that have not executed the Commitment Letter as of the date hereof, if the addition of such additional parties, individually or in the aggregate, would not prevent, delay or impair the availability of the Financing or the consummation of the transactions contemplated by this Agreement. Neither Purchaser nor its Affiliates shall, without the prior written consent of Seller Parent, take any action or enter into any transaction that would reasonably be expected to impair, delay or prevent consummation of all or any portion of the Financing. Purchaser shall not release or consent to the termination of the obligations of the lenders under the Commitment Letter, except for assignments and replacements of an individual lender under the terms of, or in connection with, the syndication of the Financing or as otherwise expressly contemplated by the Commitment Letter. If funds in the amounts set forth in the Commitment Letter, or any portion thereof, become unavailable, or it becomes reasonably likely that such funds may become unavailable to Purchaser on the terms and conditions set forth therein, Purchaser shall, and shall cause its Affiliates, as promptly as practicable following the occurrence of such event to (aa) notify Seller Parent in writing thereof, (bb) use reasonable best efforts to obtain substitute financing on terms and subject to conditions not materially less favorable to Purchaser and its Affiliates than those set forth in the Commitment Letter and sufficient to enable Purchaser to consummate the transactions contemplated hereby in accordance with its terms (the "Substitute Financing") and (cc) obtain a new financing commitment letter that provides for such Substitute Financing and, promptly after execution thereof, deliver to Seller Parent true, complete and correct copies of the new commitment letter and fee letter (in a redacted form removing only the fee amounts and economic information, but which redacted fee amounts and economic information does not relate to the amounts or conditionality of, or contain any conditions precedent to, the funding of the Financing) and related definitive financing documents with respect to such Substitute Financing. Upon obtaining any commitment for any such Substitute Financing, such financing shall be deemed to be a part of the "Financing" and any commitment letter and fee letter for such Substitute Financing shall be deemed the "Commitment Letter" for all purposes of this Agreement.

b. Prior to the Closing, Seller Parent shall use its commercially reasonable best efforts to provide reasonable cooperation (and cause its applicable controlled Affiliates to use their commercially reasonable efforts) with the Financing as is reasonably requested by Purchaser, in each case at the sole cost and expense of Purchaser. Such cooperation shall include the following: (i) in connection with the Financing, providing reasonable assistance in the preparation of customary rating agency presentations, bank books, information memoranda and other information packages regarding the business, operations and financial condition of the Business, in each case, to the extent customarily provided by a borrower in a secured bank loan financing; (ii) providing reasonable participation by appropriate members of the Business's management team in a reasonable number of due diligence sessions, drafting sessions, rating agency presentations and meetings with prospective lenders and debt investors, in each case related to the Financing, and in each case upon reasonable advance notice and at times and locations to be mutually agreed; (iii) furnishing Purchaser and the Financing Sources with customary and readily available financial and other pertinent financial information regarding the Business

as may be reasonably requested by Purchaser to consummate the Financing, including the Required Financial Information; (iv) if reasonably requested, providing reasonable assistance in the negotiation of the definitive documents relating to the Financing, including with respect to any guarantee and collateral documents and providing Purchaser with any information regarding the Business reasonably necessary to complete customary closing and perfection certificates as may be required in connection with the Financing as may be reasonably requested by Purchaser; (v) reasonably facilitating the pledging of collateral in connection with the Financing; (vi) providing customary authorization letters (including as to the accuracy of information and the absence of material non-public information) to the Financing Sources to the extent requested and (vii) upon reasonable request therefor, at least three (3) Business Days prior to the Closing Date, furnishing all reasonable documentation and other information required by bank regulatory authorities under applicable "know-your-customer" and anti-money laundering rules and regulations, including the Patriot Act, as is requested in writing by Purchaser at least ten (10) days prior to the Closing Date. Notwithstanding anything to the contrary in this Agreement or otherwise, the actions contemplated in the foregoing clauses (i) through (vii) shall not require any cooperation to the extent it could reasonably be expected to (A) unreasonably interfere with the ongoing operations of the Business, (B) cause any representation or warranty in this Agreement to be breached, (C) cause any condition to the Closing set forth in Article VIII to fail to be satisfied or otherwise cause any breach of this Agreement, (D) require Seller Parent or any of its Subsidiaries to pay any out-of-pocket fees or expenses or incur or assume any other liability or obligation in connection with the financings contemplated by the Commitment Letter or the Financing, (E) require Seller Parent or any of its Subsidiaries or any of their respective Representatives to provide (or to have provided on its behalf) any certificates or opinions or execute any definitive financing documents, including any credit or other agreements, pledge or security documents, in connection with the Financing, (F) cause any director, officer or employee of Seller Parent or any of its Subsidiaries to incur any personal liability and none of the boards of directors (or equivalent bodies) of Seller Parent or any of its Subsidiaries shall be required to enter into any resolutions or take similar action approving the Financing, (G) result in the material contravention of, or that could reasonably be expected to result in a material violation or breach of, or a default under, any Laws or under any material Contract to which Seller Parent or any of its Subsidiaries is a party in effect on the date hereof, (H) require Seller Parent or any of its Subsidiaries to provide access to or disclose information that Seller Parent determines would jeopardize any attorney-client privilege of Seller Parent or any of its Subsidiaries or (I) require Seller Parent or any of its Subsidiaries to prepare separate financial statements (other than the Required Financial Information) or pro forma financial statements or adjustments. Purchaser acknowledges and agrees that Seller Parent and its Subsidiaries and their respective Representatives shall not, prior to the Closing, have any responsibility for, or incur any liability to any Person under, the Financing or any other financing that Purchaser may raise in connection with the transactions contemplated hereby or any cooperation provided pursuant to this Section 6.28. Seller Parent hereby consents to the use of all of its and its Subsidiaries' logos in use as of the date hereof, as applicable, in connection with the Financing, in accordance with customary practice and in the same manner as such logos are used as of the date hereof in connection with the Business, and subject to any reasonable restrictions that Seller Parent may impose; provided that the logos are used solely in a manner that is not intended, or reasonably likely, to harm or disparage Seller Parent and its Subsidiaries or Affiliates or the reputation or the goodwill of Seller Parent and its Subsidiaries or Affiliate.

Notwithstanding anything in this Agreement to the contrary, Seller Parent's breach of any of its covenants required to be performed by it under this Section 6.28 will not be considered in determining the satisfaction of the conditions in Article VIII unless such breach is material and directly results in Purchaser being unable to timely satisfy the conditions in the Commitment Letter and as a result Purchaser is unable to obtain the proceeds of the Financing at the Closing.

c. Purchaser shall indemnify Seller Parent and its Affiliates and its and their Representatives from and against any Losses arising out of, resulting from or relating to the Financing (including any information used in connection therewith), including, to the extent applicable, promptly upon written request by Seller Parent, reimburse any out-of-pocket costs and expenses (including reasonable attorneys' fees) of Seller Parent or its Affiliates or any of their respective Representatives arising out of, resulting from or relating to the Financing and any activities relating thereto, to the extent such costs and expenses are incurred (provided that the foregoing shall not be deemed an independent obligation of Seller Parent or its Affiliates and/or any of their respective Representatives to incur any such costs and expenses or to participate in any such financing efforts). The provisions of this Section 6.28(c) shall survive (i) any termination of this Agreement pursuant to Section 9.1 and (ii) the consummation of the transactions contemplated hereby, and are expressly intended to benefit, and are enforceable by, Seller Parent, its Subsidiaries and their respective Representatives. Notwithstanding anything herein to the contrary, it is understood by the Parties that the obtaining, or availability, of any proceeds of the Financing shall not be a condition to the Closing or to Purchaser's obligation to consummate the transactions contemplated by this Agreement, or to the availability of remedies set forth in Section 10.17. Each of (A) Purchaser's breach of any of its representations or warranties in Section 5.6 or Purchaser's breach of any of its obligations in this Section 6.28 and (B) the failure, for any reason, of Purchaser to have sufficient cash available on the Closing Date to pay the Preliminary Purchase Price and/or the failure to so pay the Preliminary Purchase Price on the Closing Date, in each case, shall constitute a willful and material breach of this Agreement by Purchaser and Seller Parent will be entitled to all remedies pursuant to this Agreement, including Section 9.2.

d. None of Seller Parent, the Asset Sellers, the Share Sellers, the Conveyed Subsidiaries and each of their respective stockholders, partners, members, Affiliates, directors, officers, employees, controlling Persons and agents shall have any rights or claims against any Financing Source (and no Financing Source shall have any liability (whether in contract, in tort or otherwise) to Seller Parent, the Asset Sellers, the Share Sellers, the Conveyed Subsidiaries and each of their respective stockholders, partners, members, Affiliates, directors, officers, employees, controlling Persons and agents) in connection with this Agreement, the Financing or the transactions contemplated hereby or thereby, including any dispute arising out of or relating in any way to the performance of any financing commitments of such Financing Source with respect to the transactions contemplated hereby, whether at law or equity, in contract, in tort or otherwise; provided that, notwithstanding the foregoing, nothing in this Section 6.28(d) shall limit or modify the rights and obligations of Purchaser under this Agreement.

Section 6.29 Exchange Act Filings.

a. After the date hereof, Seller Parent, at its sole cost and expense, shall deliver to Purchaser, (i) as promptly as practicable, final audited combined balance sheets of the Business as of December 31, 2015 and December 31, 2014, and the related combined statements of income, business unit equity, and cash flows for the years ended December 31, 2015 and December 31, 2014, (ii) no later than ninety (90) days following the end of the third quarter of 2016, audited combined balance sheets of the Business for the nine-month period ended September 30, 2016, and the related combined statements of income, business unit equity, and cash flows for the nine-month period ended September 30, 2016, taking into account adjustments required by Regulation S-X and prepared on a "predecessor" basis (together with an unqualified report of Seller Parent's independent accountants thereon), and (iii) (A) the audited combined balance sheets of the Business, and the related combined statements of income, business unit equity, and cash flows, as of and for the year ended December 31, 2016, taking into account adjustments required by Regulation S-X and prepared on a "predecessor" basis (together with an unqualified report of Seller Parent's independent accountants thereon) (x) if the Closing shall not have occurred prior to March 30, 2017 but shall have occurred on or prior to April 30, 2017, prior to 60 days after the Closing Date, (y) if the Closing shall have occurred on or after May 1, 2017, prior to 45 days after the Closing Date and (z) if the Closing shall have occurred on or prior to March 30, 2017, prior to any demand for registration of the Share Consideration pursuant to the Shareholders Agreement, and (B) as promptly as practicable following the end of each fiscal quarter if the Closing has not occurred within 45 days of such fiscal quarter (except the fourth quarter of any fiscal year) the unaudited combined balance sheets of the Business, and the related combined statements of income, business unit equity, and cash flows, on an historical basis taking into account adjustments required by Regulation S-X and prepared on a "predecessor" basis (which shall have been reviewed by Seller Parent's independent accountants in accordance with the Statement on Auditing Standards No. 100) as of and for such fiscal quarter and, if applicable, the six-month and nine-month period then ended (and the corresponding fiscal quarter and interim period from the previous year) (together with the financial statements required pursuant to clauses (ii) and (iii), the "Interim Financial Statements").

b. The Interim Financial Statements shall be prepared in accordance with GAAP applied on a consistent basis throughout the periods covered thereby and the books and records of Seller Parent, in a manner consistent with the preparation of the Financial Statements for the equivalent periods, including with respect to (i) footnote disclosure (except, in the case of Interim Financial Statements, such exceptions and omitted footnotes as are customary in the preparation of interim financial statements) and (ii) the audit or review, as applicable, of Seller Parent's independent accountants.

c. Seller Parent agrees to consent to the inclusion of any financial statements or information obtained by Purchaser pursuant to this Section 6.29, by or at the request of Purchaser in any filings by Purchaser with the SEC or any other securities regulatory authority or exchange.

d. Seller Parent agrees that it will use reasonable best efforts to cause its independent accountants to provide to Purchaser with a consent for the use of its report relating to any financial statements or information obtained by Purchaser pursuant to this Section 6.29 in any SEC filings by or on behalf of Purchaser.

e. Seller Parent shall reasonably cooperate with Purchaser, and shall cause its Affiliates and its and their respective employees and representatives to reasonably cooperate with Purchaser, with respect to any financial statements (including pro forma financial statements) that Purchaser deems reasonably necessary in order to make any filing required by applicable Law or stock exchange requirements, including filings with the SEC.

ARTICLE VII

INDEMNIFICATION

Section 7.1 Indemnification by Seller Parent.

a. Subject to the provisions of this Article VII, from and after the Closing, Seller Parent agrees to defend, indemnify and hold harmless Purchaser and its Affiliates, and, if applicable, their respective directors, officers, agents, employees, successors and assigns (collectively, the "Purchaser Indemnified Parties"), from and against any and all Losses that such Purchaser Indemnified Party suffers or incurs, or becomes subject to, as a result of, (i) any Excluded Asset, any Retained Liability or the operation or conduct of the Retained Businesses, (ii) any breach by any Seller of any of its covenants or agreements contained in this Agreement (the remedy for which survives the Closing), or any Ancillary Agreement, or any other agreement, instrument or certificate delivered pursuant hereto or thereto or (iii) any failure of any representation or warranty made by Seller Parent in this Agreement (other than the representations and warranties set forth in Section 4.16), any Ancillary Agreement, or any other agreement, instrument or certificate delivered pursuant hereto or thereto to be true and correct in all respects on and as of the date of this Agreement and on and as of the Closing Date as if made on such date (other than those made on a specified date, which shall be true and correct in all respects as of such specified date).

b. Purchaser shall take, and shall cause its Affiliates to take, all commercially reasonable steps to mitigate any Loss upon becoming aware of any event which would reasonably be expected to, or does, give rise thereto, including incurring costs only to the minimum extent necessary to remedy the breach which gives rise to such Loss.

Section 7.2 Indemnification by Purchaser.

a. Subject to the provisions of this Article VII, from and after the Closing Purchaser agrees to defend, indemnify and hold harmless the Sellers and their Affiliates, and, if applicable, their respective directors, officers, agents, employees, successors and assigns (collectively, the "Seller Indemnified Parties") from and against any and all Losses that such Seller Indemnified Party suffers or incurs, or becomes subject to, as a result of, (i) any Assumed Liability (regardless of whether such Assumed Liability was assumed by Purchaser or a Purchaser Designated Affiliate pursuant to Section 2.5), (ii) any breach by Purchaser of any of its covenants or agreements in this Agreement, any Ancillary Agreement, or any other agreement, instrument or certificate delivered pursuant hereto or thereto, (iii) any failure of any representation or warranty of Purchaser contained in this Agreement or any Ancillary Agreement, or any other agreement, instrument or certificate delivered pursuant hereto or thereto to be true and correct in all respects on and as of the date of this Agreement and on and as of the Closing Date

as if made on such date (other than those made on a specified date, which shall be true and correct in all respects as of such specified date), (iv) the Business, the Purchased Assets, or the Shares from and after the Closing Date, including the use, ownership, possession, operation or occupancy of any Facility, Leased Real Property, Owned Real Property, Intellectual Property, Purchased Assets, or Shares from and after the Closing Date, unless the Loss relating thereto would actually be recoverable by Purchaser as an indemnifiable Loss under the terms of this Agreement (giving effect to the limitations set forth in this Article VII), (v) any action taken in connection with, pursuant to or relating to Section 6.4, including any agreement or alternative business arrangement entered into by the Parties in connection therewith and pursuant to the terms thereof, (vi) the use by or under authorization of Purchaser or any of its Affiliates of the Hospira Marks pursuant to Section 6.18, (vii) Purchaser's or any of its Affiliates' or Sublicensees' (as defined in the Intellectual Property License Agreement) exercise of any license or other rights set forth in the Intellectual Property License Agreement or (viii) the research, development, manufacture, use, sale, offer for sale, import or export of any Company Medical Device Products (as defined in the Intellectual Property License Agreement) or Company Solutions Products (as defined in the Intellectual Property License Agreement) by or on behalf of Purchaser or any of its Affiliates or Sublicensees.

b. Seller Parent shall take, and cause its Affiliates to take, all commercially reasonable steps to mitigate any Loss upon becoming aware of any event which would reasonably be expected to, or does, give rise thereto, including incurring costs only to the minimum extent necessary to remedy the breach which gives rise to such Loss.

Section 7.3 Indemnification Procedures.

a. If any Action is instituted by or against a third party with respect to which any of the Persons to be indemnified under this Article VII (the "Indemnified Party") intends to claim any Loss hereunder (a "Third Party Claim"), the Indemnified Party shall promptly give written notice thereof to the Party from whom indemnification may be sought (the "Indemnifying Party") indicating, with reasonable specificity, the nature of such Third Party Claim, the basis therefor, a copy of any documentation received from the third party, an estimate of the Losses relating thereto, and the provisions of this Agreement, any Ancillary Agreement, and/or any other agreement, instrument or certificate delivered pursuant hereto or thereto in respect of which such Loss shall have occurred. A failure by the Indemnified Party to give notice and to tender the defense of the Action in a timely manner pursuant to this Section 7.3(a) shall not limit the obligation of the Indemnifying Party under this Article VII, except (i) to the extent such Indemnifying Party is actually and materially prejudiced thereby, (ii) to the extent expenses are incurred during the period in which notice was not provided, and (iii) as provided by Section 7.4. Payments for Losses for Third Party Claims which are otherwise covered by the indemnification obligations herein shall not be required except to the extent that the Indemnified Party has expended out-of-pocket sums.

b. Subject to Section 6.21(b), upon receipt of a notice for indemnity from an Indemnified Party pursuant to Section 7.3(a) with respect to any Third Party Claim, the Indemnifying Party under this Article VII shall have the right, but not the obligation, to assume the defense of, at its own expense and by its own counsel, any such Third Party Claim; provided, that the Indemnifying Party shall

not be entitled to assume control of such defense and shall pay the fees and expenses of counsel retained by the Indemnified Party if (i) such Third Party Claim is reasonably foreseeable to result in Losses which are more than two hundred percent (200%) of the amount indemnifiable by such Indemnifying Party pursuant to this Section 7.3; (ii) such Third Party Claim for indemnification relates to or arises in connection with any criminal proceeding, action, indictment, allegation or investigation; (iii) such Third Party Claim seeks an injunction or equitable relief against the Indemnified Party; (iv) the Indemnified Party has been advised in writing by counsel that a reasonable likelihood exists of a conflict of interest between the Indemnifying Party and the Indemnified Party; or (v) upon petition by the Indemnified Party, the appropriate court rules that the Indemnifying Party failed or is failing to vigorously prosecute or defend such Third Party Claim. If the Indemnifying Party shall, in accordance with the immediately preceding sentence, undertake to compromise or defend any such Third Party Claim, it shall notify the Indemnified Party of its intention to do so, and the Indemnified Party shall agree to cooperate fully with the Indemnifying Party and its counsel in the compromise of, or defense against, any such Third Party Claim; provided, however, that the Indemnifying Party shall not settle any such Third Party Claim without the written consent of the Indemnified Party (not to be unreasonably withheld, conditioned or delayed) unless such settlement releases the Indemnified Party in connection with such Third Party Claim and provides relief consisting solely of money damages borne by the Indemnifying Party. If the Indemnifying Party assumes the defense of the Third Party Claim, and the Third Party Claim concerns any Intellectual Property of the other Party, the Indemnifying Party shall reasonably cooperate with the Indemnified Party with respect to such aspects of the Third Party Claim that concern the ownership, validity, or enforceability of such Intellectual Property, including by not making any admission or offer of settlement in such Third Party Claim that could reasonably be expected to have prejudice or adverse effect, and in the event and to the extent that any Third Party Claim relates to or may affect or otherwise impair ownership of or rights in, or the scope, validity or enforceability of, any Licensed IP, the prosecution and defense of such aspects of such Third Party Claim shall be governed by the Intellectual Property License Agreement. Notwithstanding an election of the Indemnifying Party to assume the defense of such Action, the Indemnified Party shall have the right to employ separate legal counsel and to participate in the defense of such Action.

c. In the event any Indemnified Party has an indemnification claim against any Indemnifying Party under this Agreement that does not involve a Third Party Claim, the Indemnified Party shall so notify the Indemnifying Party promptly in writing describing such Loss, the amount or estimated amount thereof, if known or reasonably capable of estimation, and the method of computation of such Loss, all with reasonable particularity and containing a reference to the provisions of this Agreement, any Ancillary Agreement, or any other agreement, instrument or certificate delivered pursuant hereto or thereto in respect of which such Loss shall have occurred. A failure by the Indemnified Party to give notice and to tender the conduct or defense of the Action in a timely manner pursuant to this Section 7.3(c) shall not limit the obligation of the Indemnifying Party under this Article VII, except (i) to the extent such Indemnifying Party is actually and materially prejudiced thereby and (ii) as provided by Section 7.4. If the Indemnifying Party disputes its liability with respect to such claim, the Indemnifying Party and the Indemnified Party shall proceed in good faith to negotiate a resolution of such dispute and, if not resolved through negotiations, such dispute shall be resolved by litigation in the appropriate court of competent jurisdiction set forth in Section 10.12. Within ten (10) Business Days of the final determination of the amount of any claim, the Indemnifying Party shall pay to the Indemnified Party an

amount equal to the agreed claim by wire transfer in immediately available funds to the bank account or accounts designated by the Indemnified Party in a notice to the Indemnifying Party not less than five (5) Business Days prior to such payment.

d. Purchaser will provide notice and an opportunity to comment to Seller Parent before Purchaser or any of its Affiliates files any material Required Governmental Report or any other report, notification or filing with any Governmental Authority or third party in connection with an event that would be reasonably likely to result in a Loss subject to the indemnification provisions of Section 7.1. In the event Purchaser or any of its Affiliates is required to file a material Required Governmental Report or any other report, notification or filing immediately, Purchaser will provide simultaneous notice to Seller Parent when the report is filed with the Governmental Authority.

Section 7.4 Expiration. Notwithstanding anything in this Agreement to the contrary, if the Closing occurs, all covenants and agreements made herein or in any Ancillary Agreement shall survive the Closing and remain in full force and effect in accordance with their terms; provided, that, for the avoidance of doubt, (x) the obligations of Purchaser to assume, and to indemnify Seller Indemnified Parties for, the Assumed Liabilities, or reimburse Seller Parent for costs and expenses expressly provided for in this Agreement, and (y) the obligations of Seller Parent to retain, and indemnify Purchaser Indemnified Parties for, the Retained Liabilities, shall in each case survive the Closing indefinitely. No action or proceeding seeking damages or other relief for breach of any covenants or agreements contained in this Agreement shall be commenced after the date on which such covenant or agreement shall terminate in accordance with its terms, unless prior to such termination date a claim for indemnification with respect thereto has been made, with reasonable specificity, by written notice given under Section 7.3. All representations and warranties made herein and all indemnification obligations under Sections 7.1 and 7.2 with respect to any such representations or warranties, shall terminate and expire on, and no action or proceeding seeking damages or other relief for breach of any thereof or for any misrepresentation or inaccuracy with respect thereto shall be commenced after, the eighteen (18) month anniversary of the Closing Date, unless prior to such anniversary date a claim for indemnification with respect thereto has been made, with reasonable specificity, by written notice given under Section 7.3, except that (i) the Fundamental Representations shall survive and the right to bring a claim for indemnification for breach of such representations or inaccuracy thereto shall continue indefinitely and (ii) the representations and warranties contained in Section 4.17 shall survive, and the right to bring a claim for indemnification for breach of such representations or inaccuracy thereto shall continue, until sixty (60) days following the expiration of the applicable statute of limitations (giving effect to any extensions and waivers thereof).

Section 7.5 Certain Limitations. Notwithstanding the other provisions of this Article VII, neither Seller Parent nor Purchaser, as applicable, shall have any indemnification obligations for (a) Losses under Section 7.1(a)(ii) or 7.2(a)(ii), to the extent that the aggregate amount of all such Losses exceeds the Preliminary Purchase Price, (b) under Section 7.1(a) to the extent such Losses result from, arise out of or are the consequence of, in whole or part any intrusive investigation, including any drilling, sampling, testing or monitoring of any soil, surface water or groundwater by or on behalf of Purchaser or any of its Affiliates, in each case, except to the extent such action or intrusive investigation was expressly

required by Environmental Laws or Environmental Permits or is undertaken in response to a substantial threat to human health or the environment; or (c) Losses under Section 7.1(a)(iii) or 7.2(a)(iii), in respect of any individual item or group of items where the Loss relating thereto is less than $100,000 (the "De Minimis Claim Threshold"), or in respect of each individual item or group of related items where the Loss relating thereto is equal to or greater than the De Minimis Claim Threshold, unless the aggregate amount of all such Losses exceeds $5,000,000 (the "Deductible"), in which event the applicable Party shall be required to pay only the amounts of such Losses from the first dollar of any such Losses but only up to a maximum amount of $100,000,000 (the "Maximum Indemnification Amount"); provided, that, notwithstanding anything in this Agreement to the contrary, in no event shall the same Loss be taken into account more than once for purposes of calculations in connection with, or application of, the De Minimis Claim Threshold, the Deductible or the Maximum Indemnification Amount. Notwithstanding anything to the contrary set forth in this Agreement, the limitations set forth in this Section 7.5 shall not apply to or count towards any indemnification obligation of (A) Seller Parent for Losses resulting from (1) any Excluded Asset, (2) any Retained Liability, (3) the Retained Businesses, (4) any breach of any representation or warranty of Seller Parent set forth in Section 4.1, Section 4.2, Section 4.3, Section 4.15 (except with respect to the Maximum Indemnification Amount, which shall apply for any indemnification obligations of Seller Parent with respect to Section 4.15) and Section 4.19 (collectively, the "Seller Fundamental Representations"), or (5) Seller Parent's fraud, and (B) Purchaser for Losses resulting from (1) any Purchased Asset, (2) any Assumed Liability, (3) the Business, (4) any breach of any representation or warranty of Purchaser set forth in Section 5.1, Section 5.2, Section 5.3, and Section 5.11 (collectively, the "Purchaser Fundamental Representations", and together with the Seller Fundamental Representations, the "Fundamental Representations"), (5) any use by Purchaser or any of its Affiliates of the Hospira Marks pursuant to Section 6.18, (6) Purchaser's or any of its Affiliates' or Sublicensees' (as defined in the Intellectual Property License Agreement) exercise of any license or other rights set forth in the Intellectual Property License Agreement, (7) the research, development, manufacture, use, sale, offer for sale, import or export of any Company Medical Device Products (as defined in the Intellectual Property License Agreement) or Company Solutions Products (as defined in the Intellectual Property License Agreement) by or on behalf of Purchaser or any of its Affiliates or Sublicenseesor or (8) Purchaser's fraud.

Section 7.6 Losses Net of Insurance, Etc. The amount of any Loss for which indemnification is provided under Sections 7.1 or 7.2 shall be net of (i) any accruals or reserves on the Final Closing Statement specifically identified and attributable to such Loss, but solely to the extent of the amount of such accrual or reserve, (ii) any amounts included in the settlement of the Final Working Capital or the Final Net Cash specifically identified and attributable to such Loss, and (iii) any amounts actually recovered by the Indemnified Party pursuant to any indemnification by or indemnification agreement with any third party (net of any costs of investigation of the underlying claim and of collection), (iv) any insurance proceeds or other cash receipts or sources of reimbursement actually received (net of any costs of investigation of the underlying claim and of collection) as an offset against such Loss (each Person named in clauses (iii) and (iv), a "Collateral Source"), and (v) an amount equal to the net Tax benefit resulting from such Loss that is actually realized no later than the second Tax year following the Tax year of the Loss by the Indemnified Party or its Affiliates. Indemnification under this Article VII shall not be available unless the Indemnified Party first uses its reasonable best efforts to seek

recovery from all Collateral Sources. The Indemnifying Party may, to the extent permitted by applicable Law, require an Indemnified Party to assign to the Indemnifying Party the rights to seek recovery pursuant to the preceding sentence (to the extent such rights are capable of assignment); provided, however, that the Indemnifying Party will then be responsible for pursuing such claim at its own expense; and provided, further, that the Indemnified Party shall cooperate (at the Indemnifying Party's expense) with the Indemnifying Party to seek such recovery. If the amount to be netted hereunder from any payment required under Sections 7.1 or 7.2 is determined after payment by the Indemnifying Party of any amount otherwise required to be paid to an Indemnified Party pursuant to this Article VII, the Indemnified Party shall repay to the Indemnifying Party, promptly after such determination, any amount that the Indemnifying Party would not have had to pay pursuant to this Article VII had such determination been made at the time of such payment.

Section 7.7 No Right of Set-Off. Neither Seller Parent, on the one hand, nor Purchaser, on the other hand, shall have any right to set-off any Losses under this Article VII against any payments to be made by such Party or Parties pursuant to this Agreement or any other agreement among the Parties, including in any Ancillary Agreement.

Section 7.8 Materiality Scrape. For purposes of this Article VII, in determining whether there has been an inaccuracy in or breach of any representation or warranty and the amount of any Losses that are the subject matter of a claim for indemnification hereunder, each representation and warranty shall be read without regard and without giving effect to any materiality qualifications contained therein (including the terms "material", "material adverse effect", "Material Adverse Effect" or any similar terms), except, with respect to this Section 7.8, the following references shall not be disregarded: (i) use of the word "Material" as used in the defined terms "Material Adverse Effect," "Material Contract," "Material Shared Contract" and "Purchaser Material Adverse Effect," (ii) references to materiality contained in each of Section 4.6(b), Section 4.9(a), Section 4.12(a), Section 4.12(b), Section 4.13(a), Section 4.17(a), Section 4.17(b), Section 4.18(a), (iii) references to a Material Adverse Effect contained in Section 4.7(a).

Section 7.9 Sole Remedy/Waiver. From and after the Closing, except with respect to (i) claims arising from actual fraud, and (ii) claims seeking specific performance or other equitable relief with respect to covenants to be performed after the Closing or pursuant to any Ancillary Agreement, the Parties acknowledge and agree that the remedies provided for in this Article VII and Section 6.6 with respect to Taxes shall be the Parties' sole and exclusive remedy with respect to the subject matter of this Agreement and the Ancillary Agreements, except any remedies to the extent expressly set forth in the Ancillary Agreements for claims that may arise thereunder (and for clarity, the Parties' rights and obligations with respect to such remedies shall be subject to the terms set forth therein).

Section 7.10 Indemnification Payments. A Party (and its Affiliates) shall not be deemed to have suffered a Loss with respect to an item to the extent such Party was actually compensated therefor by reason of an increase in the amount otherwise paid to it or a reduction in the amount otherwise paid by it pursuant to Section 2.10. Seller Parent hereby waives any claim of subrogation or contribution against the Conveyed Subsidiaries (and Subsidiaries thereof) with respect to any indemnification obligation owing to Purchaser Indemnified Parties.

ARTICLE VIII

CONDITIONS TO CLOSING

Section 8.1 Conditions to the Obligations of Purchaser and Seller Parent. The respective obligations of each of the Parties to consummate the transactions contemplated by this Agreement shall be subject to the satisfaction or waiver (to the extent permitted by Law) in writing by Purchaser or Seller Parent, as appropriate, at or prior to the Closing of each of the following conditions precedent:

a. There shall not be (i) in effect any Governmental Order issued by any Governmental Authority of competent jurisdiction that permanently enjoins or otherwise prohibits the consummation of the transactions contemplated hereby or (ii) any Action pending or threatened in writing by a Governmental Authority seeking to prevent the consummation of the transactions contemplated hereby, in each case, having a material economic significance to the transactions contemplated hereby.

b. The waiting period required under the HSR Act, including any extensions thereof, shall have expired or been terminated and all other Approvals under Antitrust Laws set forth in Annex C hereto required to be obtained for the consummation of the transactions contemplated hereby shall have been obtained.

Section 8.2 Conditions to the Obligations of Purchaser. The obligation of Purchaser to consummate the transactions contemplated by this Agreement shall be subject to the satisfaction, or the written waiver (to the extent permitted by Law) by Purchaser, at or prior to the Closing, of each of the following conditions precedent:

a. The representations and warranties of Seller Parent contained in Article IV (other than as set forth in the following sentence) shall be true and correct (without giving effect to any "materiality" or Material Adverse Effect or similar qualifiers therein) as of the Closing Date as though made on the Closing Date (or, in the case of representations and warranties that address matters only as of a particular date, as of such date), except to the extent where failures to be true and correct do not and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. The representations and warranties of Seller Parent set forth in (i) Section 4.7(a) shall be true and correct in all respects and (ii) Section 4.1, Section 4.2, Section 4.3(b) and Section 4.15 shall be true and correct in all material respects, in each of clause (i) and (ii), as of the Closing Date as though made on the Closing Date.

b. Seller Parent shall have performed and complied in all material respects with all obligations and covenants required by this Agreement to be performed or complied with by Seller Parent on or prior to the Closing.

c. Since the date hereof there shall not have occurred any event, circumstance, development, state of facts, occurrence, change or effect that has had or would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

d. Seller Parent shall have delivered to Purchaser a certificate signed by a duly authorized officer of Seller Parent to the effect that the conditions set forth in Sections 8.2(a) and 8.2(b) have been satisfied.

e. Seller Parent shall have made, or caused to be made, delivery to Purchaser of the items required under Section 3.1(b).

Section 8.3 Conditions to the Obligations of Seller Parent. The obligation of Seller Parent to consummate the transactions contemplated by this Agreement shall be subject to the satisfaction, or the written waiver (to the extent permitted by Law) by Seller Parent, at or prior to the Closing, of each of the following conditions precedent:

a. The representations and warranties of Purchaser contained in Article V shall be true and correct (without giving effect to any "materiality" or Purchaser Material Adverse Effect qualifiers therein) as of the Closing Date as though made on the Closing Date (or, in the case of representations and warranties that address matters only as of a particular date, as of such date), except to the extent where failures to be true and correct would not, individually or in the aggregate, have a Purchaser Material Adverse Effect.

b. Purchaser shall have performed and complied in all material respects with all obligations and covenants required by this Agreement to be performed or complied with by Purchaser on or prior to the Closing.

c. Since the date hereof there shall not have occurred any event, circumstance, development, state of facts, occurrence, change or effect that has had or would reasonably be expected to have, individually or in the aggregate, a Purchaser Material Adverse Effect.

d. Purchaser shall have delivered to Seller Parent a certificate signed by a duly authorized officer of Purchaser to the effect that the conditions set forth in Sections 8.3(a) and 8.3(b) have been satisfied.

e. Purchaser shall have made, or caused to be made, delivery to Seller Parent of the items required under Section 3.1(c).

Section 8.4 Frustration of Closing Conditions. Neither Seller Parent nor Purchaser may rely on the failure of any condition set forth in this Article VIII to be satisfied if such failure was caused by such Party's failure to act in good faith or to use reasonable best efforts to cause the Closing to occur, including as required in Section 6.4.

Section 8.5 Waiver of Closing Conditions. Upon the occurrence of the Closing, any condition set forth in this Article VIII that was not satisfied as of the Closing shall be deemed to have been waived as of and from the Closing.

ARTICLE IX

TERMINATION

Section 9.1 Termination. This Agreement may be terminated at any time prior to the Closing:

a. by written agreement of Purchaser and Seller Parent, acting as agent for each other Seller;

b. by either Purchaser or Seller Parent, by giving written notice of such termination to the other Party, if the Closing shall not have occurred on or prior to the close of business (New York time) on the six (6) month anniversary of the date hereof (the "Outside Date"); provided, that if all of the conditions to the obligations of Seller Parent and Purchaser to consummate transactions contemplated hereby set forth in Article VIII (other than those conditions set forth in Section 8.1(b) and those conditions that by their nature would be satisfied as of the Closing Date (provided that such conditions would be capable of being satisfied by the Outside Date)) have been satisfied or waived as of the Outside Date, then Seller Parent may extend the Outside Date to the close of business (New York time) on the nine (9) month anniversary of the date hereof; provided, however, that the right to terminate this Agreement pursuant to this Section 9.1(b) shall not be available to (x) any Party whose action or failure to fulfill any obligation under this Agreement has been the cause of, or resulted in, the failure of the Closing to occur on or before such date or (y) the other Party during the pendency of any Action by a Party for specific performance of this Agreement;

c. by Purchaser upon written notice to Seller Parent, if there shall have been a material breach of any of the representations, warranties, agreements or covenants set forth in this Agreement on the part of Seller Parent which has rendered the satisfaction of any conditions set forth in Section 8.2 incapable of fulfillment, such violation or breach has not been waived by Purchaser, and the breach has not been cured within forty-five (45) days (or, if earlier, the Outside Date) following Purchaser's written notice of such breach and/or is not capable of being cured prior to the Outside Date; provided, however, that the right to terminate this Agreement under this Section 9.1(c), if not exercised, shall terminate sixty (60) days following delivery of such written notice; provided, further, that the right to terminate this Agreement under this Section 9.1(c) shall not be available to Purchaser if it is then in material breach of any representation, warranty, covenant, or other agreement contained herein;

d. by Seller Parent upon written notice to Purchaser, if there shall have been a material breach of any of the representations, warranties, agreements or covenants set forth in this Agreement on the part of Purchaser which has rendered the satisfaction of any conditions set forth in Section 8.3 incapable of fulfillment, such violation or breach has not been waived by Seller Parent, and the breach has not been cured within forty-five (45) days (or, if earlier, the Outside Date) following Seller Parent's written notice of such breach and/or is not capable of being cured prior to the Outside Date; provided, however, that the right to terminate this Agreement under this Section 9.1(d), if not exercised, shall terminate sixty (60) days following delivery of such written notice; provided, further, that the right to

terminate this Agreement under this Section 9.1(d) shall not be available to Seller Parent if it is then in material breach of any representation, warranty, covenant, or other agreement contained herein;

e. by either Seller Parent or Purchaser if any Governmental Authority of competent jurisdiction shall have issued a Governmental Order permanently enjoining or otherwise prohibiting the Sale and such Governmental Order shall have become final and nonappealable; provided, that the right to terminate this Agreement pursuant to this Section 9.1(e) shall not be available to any Party whose action or failure to fulfill any obligation under this Agreement has been the cause of, or resulted in, the issuance of such Governmental Order or other action; or

f. by Seller Parent upon written notice to Purchaser, if (i) all of the conditions set forth in Sections 8.1 and 8.2 have been satisfied as of the date on which the Closing should have occurred pursuant to Section 3.1 (other than those conditions that by their nature are to be satisfied by actions taken at the Closing or waived by Seller Parent (to the extent waived by Seller Parent)), (ii) Purchaser fails to consummate the transactions contemplated by this Agreement within three (3) days of the date on which Closing should have occurred pursuant to Section 3.1 (or, if earlier, failed to consummate the transactions contemplated by this Agreement by the Outside Date) and (iii) Seller Parent has stood ready, willing and able to consummate the Sale contemplated by this Agreement at the time of such termination, except to the extent that Purchaser's actions or omissions caused Seller Parent to not be ready, willing and able to consummate the Sale at the time of such termination.

Section 9.2 Effect of Termination.

a. In the event of termination of this Agreement prior to Closing pursuant to Section 9.1, (i) written notice thereof shall forthwith be given to the other Party, and (ii) except as set forth in this Section 9.2, this Agreement shall terminate and be void and have no effect and the transactions contemplated hereby shall be abandoned, without any liability or obligation on the part of any Party, the Financing Sources and each of their respective Affiliates, directors, officers or employees, provided that termination of this Agreement shall not relieve any Party from damages for (i) any Intentional Breach of any covenant or agreement in this Agreement or (ii) actual fraud, in which case, such breaching Party shall be fully liable to the other Party for any and all Losses; and provided further that in no event shall Seller Parent have any claim for Intentional Breach (except as set forth in Section 9.2(d)) against Purchaser in any circumstance in which Seller Parent has the right to terminate this Agreement under the circumstances set forth in Section 9.2(d).

b. Notwithstanding the termination of this Agreement, the following Sections of this Agreement shall remain in full force and effect: Section 6.1(b) (Information and Documents), Section 6.28(c) and Section 6.28(d) (Financing), Section 9.1 (Termination), Section 9.2 (Effect of Termination) and Article X (Miscellaneous).

c. If this Agreement is terminated in accordance with Section 9.1, the Confidentiality Agreement shall remain in full force and effect for the term provided for therein; except, that Seller Parent and Purchaser agree that the Confidentiality Agreement (including the employee non-solicitation prohibition therein) shall be extended for a period of time equal to the Confidentiality

Agreement's original term as if such term commenced on the date of this Agreement, and this Section 9.2(c) shall be the requisite mutual written consent amending such Confidentiality Agreement.

d. In the event Seller Parent shall terminate this Agreement prior to the Closing pursuant to Section 9.1(f) or pursuant to Section 9.1(d) as a result of, or due to, Purchaser's Intentional Breach(es) of either Section 6.4 or 6.28, Purchaser shall pay or cause to be paid to Seller Parent a fee in the amount equal to $75,000,000 ("Reverse Termination Fee") as liquidated damages hereunder, by wire transfer of same-day funds on the second Business Day following the date of such termination of this Agreement. The Parties hereby acknowledge and agree that (i) the agreements contained in this Section 9.2 are an integral part of the transactions contemplated by this Agreement, and that, without these agreements, the Parties would not enter into this Agreement and (ii) the Reverse Termination Fee payable by Purchaser pursuant to this Section 9.2(d) is not a penalty, but is liquidated damages in a reasonable amount that will compensate Seller Parent and its Affiliates for the efforts and resources expended and the opportunities foregone while negotiating this Agreement and in reliance upon this Agreement and on the expectation of the consummation of the transactions contemplated herein, and for the loss suffered by reason of the failure of such consummation, which amount would otherwise be uncertain and incapable of accurate determination. If Purchaser fails promptly to pay any amount due pursuant to this Section 9.2(d), it shall also pay any reasonable costs and expenses incurred by Seller Parent in connection with enforcing this Agreement (including by legal action), together with interest on such unpaid amount payable under Section 10.10 ("Collection and Interest Amounts"). Notwithstanding any provision in this Agreement or any Ancillary Agreement to the contrary, (i) the Reverse Termination Fee, if paid, in addition to the Collection and Interest Amounts, (B) any indemnification amounts payable to Seller Parent under Section 6.28(c) and (C) any fee reimbursements payable to Seller Parent under this Agreement, including under Section 6.4(h), shall be the sole and exclusive remedy of Seller Parent, the Share Sellers, the Asset Sellers and each of their respective Affiliates, directors, officers, employees, representatives, agents and shareholders (collectively "Seller Parties") against Purchaser, any Purchaser Designated Affiliate, the Financing Source and each of their respective Affiliates, directors, officers, employees, Representatives, agents and equityholders (collectively, the "Purchaser Parties") for any damages, expenses (including any fees and expenses of Representatives), losses or liabilities of any nature and kind incurred or suffered by the Seller Parties (without regard to any limitation on types or measurement of damages in this Agreement including those set forth in the definition "Loss" in Section 1.1 or Section 7.5) in connection with this Agreement, the Ancillary Agreements or the transactions contemplated hereby or thereby and (ii), upon payment of the Reverse Termination Fee, the Seller Parties shall have no further remedy in connection with this Agreement, the Ancillary Agreements or the transactions contemplated hereby or thereby, including any breach thereof. In no event shall Purchaser be required to pay the Reverse Termination Fee on more than one occasion. Insofar as Seller Parent may pursue both a grant of specific performance to the extent permitted by Section 10.17 and the payment of the Reverse Termination Fee to the extent permitted by this Section 9.2(d), under no circumstances shall any Seller Party be permitted or entitled to receive both a grant of specific performance to require Purchaser to consummate the Closing and an award or judgment entitling Seller Parent to receive the Reverse Termination Fee.

ARTICLE X

MISCELLANEOUS

Section 10.1 Notices. All notices or other communications hereunder shall be deemed to have been duly given and made if in writing and (a) when served by personal delivery upon the Party for whom it is intended, (b) one (1) Business Day following the day sent by overnight courier, return receipt requested, (c) when sent by facsimile, provided, that the facsimile is promptly confirmed by telephone confirmation thereof, or (d) when sent by e-mail, provided, that a copy of the same notice or other communication sent by email is also sent by overnight courier, return receipt requested, on the same day as such email is sent, in each case to the Person at the address, facsimile number or e-mail address set forth below, or such other address, facsimile number or e-mail address as may be designated in writing hereafter, in the same manner, by such Person:

To any Seller:

Pfizer Inc.
235 East 42nd Street
New York, NY 10017
Email: Douglas.Lankler@pfizer.com
Attention: Executive Vice President and General Counsel

with a copy to:

Skadden, Arps, Slate, Meagher & Flom LLP
Four Times Square
New York, NY 10036
Email: paul.schnell@skadden.com; kenneth.wolff@skadden.com
Attention: Paul T. Schnell; Kenneth M. Wolff

To Purchaser:

ICU Medical, Inc.
951 Calle Amanecer
San Clemente, CA 92673
Attention: General Counsel
E-mail: vsanzone@icumed.com

with a copy to:

Latham & Watkins LLP
650 Town Center Drive, 20th Floor
Costa Mesa, CA 92626
Attention: Charles Ruck; Thomas Christopher
E-mail: Charles.Ruck@lw.com; Thomas.Christopher@lw.com

Section 10.2 Amendment; Waiver. Subject to the last sentence of Section 10.6, any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by Purchaser and Seller Parent, or in the case of a waiver, by the Party against whom the waiver is to be effective. No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

Section 10.3 Assignment.

a. Except as permitted pursuant to the first sentence of Section 10.3(b), no Party may assign any of its rights or obligations under this Agreement, including by sale of stock, operation of Law in connection with a merger or sale of all or substantially all of the assets of such Party, without the prior written consent of the other Party; provided, however, that Purchaser may assign its rights (but not its obligations) under this Agreement to the Financing Sources as collateral for the Financing.

b. Notwithstanding the foregoing, Purchaser shall be entitled to designate one or more of its Affiliates that are directly or indirectly wholly owned by Purchaser (each, a "Purchaser Designated Affiliate") to be the purchaser or transferee of some or all of the Shares or the Purchased Assets (and to be a counterparty to one or more of the Ancillary Agreements), provided, that no such designation (i) shall release Purchaser from its obligations under this Agreement or (ii) would be reasonably expected to restrict or delay consummation of the transactions contemplated hereby or by the Ancillary Agreements. Purchaser shall be responsible for and shall pay or reimburse the Sellers for any incremental Tax liabilities and other reasonable out-of-pocket costs and expenses resulting solely from the substitution of a Purchaser Designated Affiliate for Purchaser as the purchaser of any of the Shares or the Purchased Assets in accordance with this Section 10.3(b).

Section 10.4 Entire Agreement. This Agreement (including the Seller Disclosure Letter, the Purchaser Disclosure Letter and all Annexes and Exhibits) contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral or written, with respect to such matters, except for (i) the Confidentiality Agreement which will remain in full force and effect for the term provided for therein and (ii) any written agreement of the Parties that expressly provides that it is not superseded by this Agreement.

Section 10.5 Fulfillment of Obligations. Any obligation of any Party to any other Party under this Agreement, which obligation is performed, satisfied or fulfilled by an Affiliate of such Party, shall be deemed to have been performed, satisfied or fulfilled by such Party.

Section 10.6 Parties in Interest. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. Except with respect to the Purchaser Indemnified Parties and Seller Indemnified Parties solely with respect to Article VII or as

expressly set forth herein, nothing in this Agreement, express or implied, is intended to confer upon any Person other than Purchaser, the Sellers, or their successors or permitted assigns, any rights or remedies under or by reason of this Agreement. Notwithstanding anything to the contrary contained herein, the Financing Sources shall be express third party beneficiaries of Section 6.28(d), Section 9.2, Section 10.2, Section 10.3(a), this Section 10.6, and Section 10.12, each of such Sections shall expressly inure to the benefit of the Financing Sources, and the Financing Sources shall be entitled to rely on and enforce the provisions of such Sections, and such Sections (and any provision of this Agreement to the extent a modification, waiver or termination of such provision would modify the substance of Section 6.28(d), Section 9.2, Section 10.2, Section 10.3(a), this Section 10.6, and Section 10.12, may not be modified, waived or terminated in a manner that is adverse in any material respect to the Financing Sources without the prior written consent of the Financing Sources).

Section 10.7 Public Disclosure. Notwithstanding anything herein to the contrary, each Party agrees that, except as may be required to comply with the requirements of any applicable Laws, and the rules and regulations of each stock exchange upon which the securities of either of the Parties or their Affiliates is listed (in which case the disclosing Party will use its commercially reasonable efforts to (a) advise the other Party before making such disclosure and (b) provide such other Party a reasonable opportunity to review and comment on such release or announcement and consider in good faith any comments with respect thereto), no press release or similar public announcement or communication shall be made or caused to be made concerning the execution or performance of this Agreement unless the Parties shall have consulted in advance with respect thereto.

Section 10.8 Return of Information. If the transactions contemplated by this Agreement are terminated as provided herein:

a. notwithstanding anything in the Confidentiality Agreement to the contrary, Purchaser shall return to Seller Parent or destroy, in its sole discretion, all documents and other material received by Purchaser, its Affiliates and their respective Representatives (as defined in the Confidentiality Agreement) from the Sellers, or any of their respective Affiliates, relating to the transactions contemplated hereby and by the Ancillary Agreements, whether so obtained before or after the execution hereof; and

b. all Confidential Information received by Purchaser, its Affiliates and their respective Representatives with respect to the Sellers, or any of their respective Affiliates, the Business, Purchased Assets, Assumed Liabilities as well as the Excluded Assets, Retained Businesses and the Retained Liabilities, shall be treated in accordance with the Confidentiality Agreement, which shall remain in full force and effect in accordance with its terms notwithstanding the termination of this Agreement.

Section 10.9 Expenses. Except as otherwise expressly provided in this Agreement (including Section 6.4(h), Section 6.12, Section 6.28(c), and Section 9.2), whether or not the transactions contemplated by this Agreement are consummated, all costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be borne by the Party incurring such expenses.

Section 10.10 Interest. Unless otherwise specified, if any payment required to be made to a Party under this Agreement is made after the date on which such payment is due, interest shall accrue on such amount from (but not including) the due date of the payment to (and including) the date such payment is actually made at the Interest Rate. All computations of interest pursuant to this Agreement shall be made on the basis of a year of three hundred sixty five (365) days, in each case for the actual number of days from (but not including) the first day to (and including) the last day occurring in the period for which such interest is payable.

Section 10.11 Disclosure Letters; Disclosures Modifying Other Sections of Agreement. The Seller Disclosure Letter and the Purchaser Disclosure Letter, and all schedules attached thereto, and all Annexes and Exhibits attached to this Agreement shall be construed with and as an integral part of this Agreement to the same extent as if the same had been set forth verbatim herein. Any capitalized terms used in any Annex, Exhibit or Schedule or in the Seller Disclosure Letter or Purchaser Disclosure Letter but not otherwise defined therein shall be defined as set forth in this Agreement. Any information, item or other disclosure set forth in any Section of the Seller Disclosure Letter or the Purchaser Disclosure Letter, as the case may be, shall be deemed to be disclosed with respect to any other Section of this Agreement (or to have been set forth in any other Section of the Seller Disclosure Letter or the Purchaser Disclosure Letter, as the case may be), if the relevance of such disclosure to such other Section is reasonably apparent on the face of such disclosure notwithstanding the omission of a reference or a cross-reference with respect thereto and notwithstanding any reference to a Section of the Seller Disclosure Letter or Purchaser Disclosure Letter, as applicable, in such Section of this Agreement. The disclosure of any matter in any Section of the Seller Disclosure Letter or the Purchaser Disclosure Letter shall expressly not be deemed to constitute an admission by Seller Parent or Purchaser, or to otherwise imply, that any such matter is material for purposes of this Agreement.

Section 10.12 Governing Law; Jurisdiction.

a. This Agreement, the Ancillary Agreements, and the transactions contemplated hereby and thereby shall be governed by and construed in accordance with the Laws of the State of New York, without regard to the conflicts of law rules of such state.

b. With respect to any suit, action or proceeding relating to this Agreement, the Ancillary Agreements, the Financing or transactions contemplated thereby or involving a Financing Source (each, a "Proceeding"), each Party irrevocably (i) agrees and consents to be subject to the jurisdiction of the United States District Court for the Southern District of New York or, if for any reason the United States District Court for the Southern District of New York lacks subject matter jurisdiction, any New York State court sitting in New York City and (ii) waives any objection which it may have at any time to the laying of venue of any Proceeding brought in any such court, waives any claim that such Proceeding has been brought in an inconvenient forum and further waives the right to object, with respect to such Proceeding, that such court does not have any jurisdiction over such Party. THE PARTIES HEREBY AGREE THAT MAILING OF PROCESS OR OTHER PAPERS IN CONNECTION WITH ANY SUCH ACTION OR PROCEEDING IN THE MANNER PROVIDED IN Section 10.1, OR IN SUCH OTHER MANNER AS MAY BE PERMITTED BY LAW, SHALL BE VALID AND

SUFFICIENT SERVICE THEREOF AND HEREBY WAIVE ANY OBJECTIONS TO SERVICE ACCOMPLISHED IN THE MANNER HEREIN PROVIDED.

c. THE PARTIES AGREE THAT THEY HEREBY IRREVOCABLY WAIVE AND AGREE TO CAUSE THEIR RESPECTIVE SUBSIDIARIES TO WAIVE, THE RIGHT TO TRIAL BY JURY IN ANY ACTION TO ENFORCE OR INTERPRET THE PROVISIONS OF THIS AGREEMENT, THE ANCILLARY AGREEMENTS, THE FINANCING OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

Section 10.13 Counterparts. This Agreement may be executed in counterparts (including by facsimile or electronic .pdf submission), each of which shall be deemed an original, and all of which shall constitute one and the same agreement and shall become effective when one or more counterparts have been signed by each of the Parties and delivered (by telecopy or otherwise) to the other Party, it being understood that both Parties need not sign the same counterpart.

Section 10.14 Headings. The heading references herein and the table of contents hereto are for convenience purposes only, do not constitute a part of this Agreement and shall not be deemed to limit or affect any of the provisions hereof.

Section 10.15 Severability. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any term or other provision of this Agreement, or the application thereof to any Person or any circumstance, is invalid, illegal or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (b) the remainder of this Agreement and the application of such provision to other Persons or circumstances shall not be affected by such invalidity, illegality or unenforceability, nor shall such invalidity, illegality or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

Section 10.16 Rules of Construction. The Parties agree that they have been represented by counsel during the negotiation and execution of this Agreement and have participated jointly in the negotiation and drafting of this Agreement and, therefore, in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as jointly drafted by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provision of this Agreement.

Section 10.17 Specific Performance.

a. The Parties acknowledge and agree that irreparable harm would occur and that the Parties would not have any adequate remedy at Law (i) for any actual or threatened breach of the provisions of this Agreement or (ii) in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms. It is accordingly agreed that, subject only to the limitation set forth in Section 10.17(b) below in the circumstances applicable, the Parties shall be entitled to an injunction or injunctions to prevent breaches or threatened breaches of this Agreement (including enforcing a Party's obligation to consummate, and effect, the Closing) and to specifically enforce the terms and provisions of this Agreement (including Section 6.4) and any other agreement or instrument executed in connection herewith (without proof of actual damages, and each Party further agrees to waive any requirement for the securing or posting of any bond in connection with such remedy).

b. Notwithstanding the foregoing, but without liming the generality of Section 10.17(a) as it relates to enforcement other than solely the obligation for Purchaser to effect the Closing, it is explicitly agreed that the Seller Parent may seek specific performance of the Purchaser's obligation to consummate the Closing if and only in the event that (i) all conditions set forth in Section 8.1, Section 8.2 and Section 8.3, have been satisfied or waived (other than conditions which by their nature cannot be satisfied until the Closing, but subject to the satisfaction or waiver of those conditions at the Closing) at the time when the Closing would have occurred, (ii) the Financing has been funded or will be funded at Closing, and (iii) Seller Parent has irrevocably confirmed that if specific performance is granted and the Financing is funded and Share Consideration is issued, then the Sellers shall take such actions as are in its control to cause the Closing to occur.

c. Any action or proceeding for any such remedy shall be brought exclusively in the United States District Court for the Southern District of New York or any New York State court sitting in New York City, and each Party waives any requirement for the securing or posting of any bond in connection with any such remedy. The Parties further agree that (x) by seeking the remedies provided for in this Section 10.17, a Party shall not in any respect waive its right to seek any other form of relief that may be available to a Party under this Agreement, including monetary damages in the event that this Agreement has been terminated or in the event that the remedies provided for in this Section 10.17 are not available or otherwise are not granted (or, if such remedies are granted, the right to reimbursement of its costs and expenses relating to such enforcement actions) and (y) nothing contained in this Section 10.17 shall require any Party to institute any proceeding for (or limit any Party's right to institute any proceeding for) specific performance under this Section 10.17 before exercising any termination right under Section 9.1 (and pursuing damages after such termination) nor shall the commencement of any action pursuant to this Section 10.17 or anything contained in this Section 10.17 restrict or limit any Party's right to terminate this Agreement in accordance with the terms of Section 9.1 or pursue any other remedies under this Agreement that may be available then or thereafter, in each case, subject to the last sentence of Section 9.2(d).

Section 10.18 Affiliate Status. To the extent that a Party is required hereunder to take certain action with respect to entities designated in this Agreement as such Party's Affiliates, such obligation shall apply to such entities only during such period of time that such entities are Affiliates of such Party. To the extent this Agreement, an Ancillary Agreement requires an Affiliate of any Party to take or omit to take any action, such agreement and obligation includes the obligation of such Party to cause such Affiliate to take or omit to take such actions.

Section 10.19 Translation of Currencies. Except with respect to the determinations set forth in the following two sentences, in the event that the Parties need to convert currencies under this Agreement, the relevant exchange rate shall be determined based on the rate in effect as of the close of business (New York time) two (2) Business Days preceding the applicable determination date as published

on Bloomberg.com. In the event that any Person needs to convert currencies for purposes of calculating the Final Working Capital or the Final Net Cash, the relevant exchange rate shall be determined based on the rate in effect on the Closing Date as captured on Bloomberg.com. In the event that any Person needs to convert currencies for purposes of calculating the amount of any claim under Article VII, the relevant exchange rate shall be determined based on the rate in effect as of the close of business (New York time) two (2) Business Days preceding the date of the written notice given under Section 7.3 with respect to such claim as published on Bloomberg.com. Seller Parent and Purchaser agree that, notwithstanding anything to the contrary in this Agreement, unless otherwise mutually agreed upon in writing between the Parties, the currency exchange rate for converting United States of America dollars ("USD") to a currency other than USD, in connection with a payment of any portion the Final Purchase Price under a Local Implementing Agreement, shall be determined by reference to the World Market Closing FX Rates (mid rate) as published by The WM Company / Reuters as of 4:00 p.m. (GMT) on the day that is two Business Days prior to the applicable payment date.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed or caused this Agreement to be executed as of the date first written above.

PFIZER INC.

By:	/s/Douglas E. Giordano
Name:	Douglas E. Giordano
Title:	Worldwide Business Development

ICU MEDICAL, INC.

By:	/s/Vivek Jain
Name:	Vivek Jain
Title:	Chief Executive Officer

ANNEX A

INDEX OF DEFINED TERMS

Wells Fargo Bank, National Association

301 South College Street

Charlotte, North Carolina 28202

Wells Fargo Securities, LLC
550 South Tryon Street
Charlotte, North Carolina 28202

Barclays
745 Seventh Avenue
New York, New York 10019

CONFIDENTIAL

October 6, 2016

ICU Medical, Inc.
951 Calle Amanecer
San Clemente, CA 92673
Attention: Scott Lamb, Chief Financial Officer

Re: Project Summit Commitment Letter
$400 Million Senior Secured Credit Facilities

Ladies and Gentlemen:

You have advised Wells Fargo Bank, National Association ("Wells Fargo Bank"), Wells Fargo Securities, LLC ("Wells Fargo Securities"), Barclays Bank PLC (acting through such of its affiliates or branches as it deems appropriate "Barclays" and, together with Wells Fargo Bank and Wells Fargo Securities, the "Commitment Parties" or "we" or "us") that ICU Medical, Inc. (the "Borrower" or "you") seeks financing to (a) fund the purchase price for the proposed acquisition (the "Acquisition") of the Hospira global infusion therapy business division (the "Acquired Company") from Pfizer Inc. (the "Seller") pursuant to a Stock and Asset Purchase Agreement between the Borrower and the Seller (the "Acquisition Agreement"), (b) pay fees, commissions and expenses in connection with the Transactions (as
defined below) and (c) finance ongoing working capital requirements and other general corporate purposes, all as more fully described in the Summary of Proposed Terms and Conditions attached hereto as Annex A (the "Term Sheet"). This Commitment Letter (as defined below) describes the general terms and conditions for senior secured credit facilities of up to $400 million to be provided to the Borrower consisting of (a) a term loan facility of $300 million (the "Term Loan A Facility"), and (b) a revolving credit facility of $100 million (the "Revolving Credit Facility" and, collectively with the Term Loan A Facility, the "Senior Credit Facilities").

As used herein, the term "Transactions" means, collectively, the Acquisition, the initial borrowing and other extensions of credit under the Senior Credit Facilities on the Closing Date and the payment of fees, commissions and expenses in connection with each of the foregoing. This letter, including the Term Sheet and the Conditions Annex attached hereto as Annex B (the "Conditions Annex"), is hereinafter referred to as the "Commitment Letter". The date on which the Senior Credit Facilities are closed is referred to as the "Closing Date". Except as the context otherwise

requires, references to the "Borrower and its subsidiaries" will include the Acquired Company and its subsidiaries after giving effect to the Acquisition.

1. Commitment. Upon the terms set forth in this Commitment Letter and in the fee letter dated the date hereof from the Commitment Parties to you (the "Fee Letter") and subject solely to the conditions set forth under the heading "Conditions to Commitment" below and the Conditions Annex, Wells Fargo Bank is pleased to advise you of its several and not joint commitment to provide to the Borrower 50% of the principal amount of each of the Senior Credit Facilities and Barclays is pleased to advise you of its several and not joint commitment to provide to the Borrower 50% of the principal amount of each of the Senior Credit Facilities (the "Commitment").

2. Titles and Roles. Wells Fargo Securities and Barclays each acting alone or through or with affiliates selected by it, will act as the joint bookrunners and joint lead arrangers (in such capacities, the "Lead Arrangers") in arranging and syndicating the Senior Credit Facilities. Wells Fargo Bank (or an affiliate selected by it) will act as the sole administrative agent (in such capacity, the "Administrative Agent") for the Senior Credit Facilities. No additional agents, co-agents, arrangers or bookrunners will be appointed, no other titles will be awarded and no other compensation will be paid (other than compensation expressly contemplated by this Commitment Letter and the Fee Letter) unless you and we shall agree in writing; provided that the Lead Arrangers shall have the right, in consultation with you and subject to your consent (not to be unreasonably withheld), to award titles to other co-agents, arrangers or bookrunners who are Lenders (as defined below) that provide (or whose affiliates provide) commitments in respect of the Senior Credit Facilities (it being further agreed that (y) each of the parties hereto shall execute a revised version of this Commitment Letter or an amendment or joinder hereto to reflect the commitment or commitments of any such institution (or its affiliate) and (z) Wells Fargo Securities will have the "left" and "highest" placement in any and all marketing materials or other documentation used in connection with the Senior Credit Facilities and shall hold the leading role and responsibilities conventionally associated with such placement, including maintaining sole physical books for the Senior Credit Facilities, and Barclays will have placement to the immediate "right" of Wells Fargo Securities.

3. Conditions to Commitment. The Commitment and undertakings of the Commitment Parties hereunder are subject solely to the satisfaction of the conditions precedent set forth in the Term Sheet under the heading "Conditions to All Extensions of Credit" and in the Conditions Annex.

Notwithstanding anything in this Commitment Letter, the Fee Letter or the Financing Documentation (as defined in the Term Sheet) or any other letter agreement or other undertaking concerning the financing of the Transactions to the contrary, (a) the only representations relating to the Acquired Company, the Borrower and their respective subsidiaries and their respective businesses the accuracy of which shall be a condition to the availability of the Senior Credit Facilities on the Closing Date shall be (i) such of the representations made by the Acquired Company and/or the Seller or its subsidiaries or affiliates with respect to the Acquired Company, its subsidiaries or its business, in each case, in the Acquisition Agreement as are material to the interests of the Lenders (in their capacities as such), but only to the extent that you or your affiliates have the right to terminate your or their obligations under the Acquisition Agreement or otherwise decline to close the Acquisition as a result of a breach of any such representations and warranties or any such representations and warranties not being accurate (in each case, determined without regard to any notice requirement) (the "Specified Acquisition Agreement Representations") and (ii) the Specified Representations (as defined below) and (b) the terms of the Financing Documentation shall be in a form such that they do not impair the availability of the Senior Credit Facilities on the Closing Date if the conditions set forth in or referred to in this Commitment Letter are satisfied (it being understood that, to the extent any security interest in any Collateral (as defined in the Term Sheet) (other than security interests that may be perfected by (x) the filing of a financing statement under the Uniform Commercial Code, (y) the delivery of certificates evidencing the equity securities of (A) the Borrower and its subsidiaries and (B) to the extent delivered to you by the Acquired Company prior to the Closing Date (after your use of commercially reasonable efforts to obtain such certificates), the Acquired Company and its wholly-owned domestic restricted subsidiaries and (z) the filing of short-form security agreements with the United States Patent and Trademark Office or the United States Copyright Office, as applicable) is not or cannot be perfected on the Closing Date after your use of commercially reasonable efforts to do so, then the perfection of such security interests shall not constitute a condition precedent to the availability of the Senior Credit Facilities on the Closing Date, but instead shall be required to be perfected after the Closing Date pursuant to arrangements and timing to be mutually agreed by the

Administrative Agent and the Borrower acting reasonably (but not to exceed 45 days after the Closing Date, unless extended by the Administrative Agent). For purposes hereof, "Specified Representations" means the representations and warranties set forth in the Term Sheet relating to corporate existence of the Credit Parties and good standing of the Credit Parties in their respective jurisdictions of organization; power and authority, due authorization, execution and delivery and enforceability, in each case, relating to the Credit Parties entering into and performance of the Financing Documentation; no conflicts with or consents under the Credit Parties' organizational documents; solvency as of the Closing Date (after giving effect to the Transactions) of the Borrower and its subsidiaries on a consolidated basis; use of proceeds not violating FCPA, OFAC and other anti-terrorism laws; Federal Reserve margin regulations; the Investment Company Act; the PATRIOT Act; and creation, validity and, subject to the parenthetical in the immediately preceding sentence, perfection of security interests in the Collateral. This paragraph, and the provisions herein, shall be referred to as the "Limited Conditionality Provision".

4. Syndication.

(a) The Lead Arrangers intend and reserve the right, both prior to and after the Closing Date, to secure commitments for the Senior Credit Facilities from a syndicate of banks, financial institutions and other entities, in each case, other than Disqualified Institutions (as defined below), identified by the Lead Arrangers in consultation with you and reasonably acceptable to you (with such consent not to be unreasonably withheld or delayed) (such banks, financial institutions and other entities committing to the Senior Credit Facilities, including Wells Fargo Bank and Barclays, the "Lenders") upon the terms and subject to the conditions set forth in this Commitment Letter. Until the earlier of (i) the date that a Successful Syndication (as defined in the Fee Letter) is achieved and (ii) the date that is 60 days following the Closing Date (the "Syndication Date"), you agree to, and subject to your rights under the Acquisition Agreement will use commercially reasonable efforts to cause appropriate members of management of the Acquired Company to, assist us actively in achieving a syndication of the Senior Credit Facilities that is satisfactory to us and you. To assist us in our syndication efforts, you agree that you will, and will cause your representatives and advisors to, and subject to your rights under the Acquisition Agreement will use commercially reasonable efforts to cause appropriate members of management of the Acquired Company and Seller and their representatives and advisors to, (i) provide promptly to the Commitment Parties and the other Lenders upon reasonable request all customary information reasonably deemed necessary by the Lead Arrangers to assist the Lead Arrangers and each Lender in their evaluation of the Transactions and to complete the syndication, (ii) make your senior management and (to the extent reasonable and practical and subject to your rights under the Acquisition Agreement) appropriate members of management of the Acquired Company available to prospective Lenders on reasonable prior notice and at reasonable times during regular business hours and places, (iii) host, with the Lead Arrangers, one or more meetings and/or calls with prospective Lenders at mutually agreed times during regular business hours and locations, (iv) assist, and cause your affiliates and advisors to assist, the Lead Arrangers in the preparation of one or more confidential information memoranda and other marketing materials in form and substance reasonably satisfactory to the Lead Arrangers (which memoranda and materials will be finalized no later than 30 days following the date hereof) to be used in connection with the syndication, (v) use commercially reasonable efforts to ensure that the syndication efforts of the Lead Arrangers benefit materially from the existing lending relationships of the Borrower and the Acquired Company, (vi) use commercially reasonable efforts to obtain, at the Borrower's expense, (A) a current public corporate credit rating from Standard & Poor's Financial Services LLC, a subsidiary of The McGraw-Hill Companies, Inc. ("S&P"), (B) a current public corporate family rating from Moody's Investors Service, Inc. ("Moody's") and (C) a current public rating with respect to each of the Senior Credit Facilities from each of S&P and Moody's, in each case, prior to the launch of general syndication, (vii) between the date hereof and the Closing Date, agree to manage the business in the ordinary course, consistent with past practice, and not permit any restricted payments including, but not limited to, dividends, share repurchases and acquisitions (other than acquisitions not to exceed an aggregate amount of up to $10 million) and (viii) your ensuring (and, subject to your rights under the Acquisition Agreement, using your commercially reasonable efforts to cause the Acquired Company to ensure) that prior to the later of the Closing Date and Syndication Date there will be no competing issues, offerings, placements, arrangements or syndications of debt securities or commercial bank or other credit facilities by or on behalf of you or your subsidiaries or the Acquired Company and its subsidiaries, being offered, placed or arranged (other than the Senior Credit Facilities) without the written consent of the Lead Arrangers, unless such issuance, offering, placement, arrangement or syndication could not reasonably be expected, in the reasonable discretion of the Lead Arrangers, to materially impair the syndication of the Senior Credit

Facilities (it being understood that (A) indebtedness incurred in the ordinary course of business of the Borrower and its subsidiaries and of the Acquired Company and its subsidiaries for capital expenditures, working capital, capital leases, purchase money debt and equipment financings, (B) indebtedness of the Acquired Company and its subsidiaries permitted under the Acquisition Agreement as in effect on the date hereof, and (C) other indebtedness to be agreed among the Borrower and the Lead Arrangers will not be subject to this clause (vii)). For the avoidance of doubt, you will not be required to provide any information to the extent that the provision thereof would violate any law, rule or regulation, or any agreement containing an obligation of confidentiality binding on you, the Acquired Company or your or its respective affiliates; provided that (i) in the event that you do not provide information in reliance on this sentence, you shall (x) provide notice to the Lead Arrangers that such information is being withheld pursuant to such law, rule or regulation or agreement and (y) use commercially reasonable efforts to obtain the relevant consents under such obligations of confidentiality to allow for the provision of such information and (ii) none of the foregoing shall be construed to limit any of the conditions set forth in this Commitment Letter.

(b) The Lead Arrangers and/or one or more of their affiliates will exclusively manage all aspects of the syndication of the Senior Credit Facilities (in consultation with you), including decisions as to the selection and number of potential Lenders to be approached (with your consent not to be unreasonably withheld and excluding Disqualified Institutions), when they will be approached, whose commitments will be accepted (with your consent not to be unreasonably withheld and excluding Disqualified Institutions), any titles offered to the Lenders and the final allocations of the commitments and any related fees among the Lenders, and the Lead Arrangers will exclusively perform all functions and exercise all authority as is customarily performed and exercised in such capacities. Notwithstanding the Lead Arrangers' right to syndicate the Senior Credit Facilities and receive commitments with respect thereto, unless otherwise agreed to by you, (i) the Commitment Parties shall not be relieved or released from their obligations hereunder (including their obligation to fund the Senior Credit Facilities on the Closing Date) in connection with any syndication, assignment or participation in the Senior Credit Facilities, including their respective Commitment, until the initial funding under the Senior Credit Facilities has occurred on the Closing Date, (ii) no assignment by either Commitment Party shall become effective with respect to all or any portion of the Commitment until the initial funding of the Senior Credit Facilities, (iii) unless you and we agree in writing, the Commitment Parties will retain exclusive control over all rights and obligations with respect to their respective Commitment in respect of the Senior Credit Facilities, including all rights with respect to consents, modifications, supplements, waivers and amendments, until the Closing Date has occurred and (iv) the Lead Arrangers will not syndicate to (a) any person identified by name in writing to the Lead Arrangers on or prior to the date hereof, (b) any clearly identifiable affiliate (by virtue of their name) of any person referred to in clause (a) above (other than bona fide diversified debt funds) and (c) competitors (and such competitors' sponsors and affiliates identified in writing or clearly identifiable solely on the basis of their names) (other than bona fide diversified debt funds) of the Borrower, separately identified in writing by you to us after the date hereof and prior to the syndication of the Senior Credit Facilities (collectively, the "Disqualified Institutions"). After the Closing Date, the list of Disqualified Institutions may be updated from time to time to include competitors (and such competitors' sponsors and affiliates identified in writing or clearly identifiable solely on the basis of their names) (other than bona fide diversified debt funds) of the Borrower separately identified in writing to the Administrative Agent. No such identification after the date hereof shall apply retroactively to disqualify any person that has previously acquired an assignment or participation of an interest in any of the Senior Credit Facilities with respect to such amounts previously acquired. Without limiting your obligations to assist with the syndication efforts as set forth herein and notwithstanding anything to the contrary contained in this Commitment Letter or the Fee Letter, (A) it is understood that the Commitment hereunder is not conditioned upon the syndication of, or receipt of commitments in respect of, the Senior Credit Facilities and in no event shall the successful completion of the syndication of the Senior Credit Facilities constitute a condition to the availability of the Senior Credit Facilities on the Closing Date and (B) the obtaining of the ratings referenced in the immediately preceding paragraph, or the compliance with any of the other provisions set forth in clauses (i) through (vii) of the immediately preceding paragraph shall not constitute a condition to the commitments hereunder or the funding of the Senior Credit Facilities on the Closing Date or any time thereafter.

5. Information.

(a) You represent, warrant and covenant that (but the accuracy of which representation and warranty shall not be a condition to the commitments hereunder or the funding of the Senior Credit Facilities on the Closing Date) (i) all written information and written data (other than the Projections, as defined below, other forward-looking information and information of a general economic or general industry nature) concerning the Borrower, the Acquired Company and their subsidiaries and the Transactions that has been or will be made available to the Commitment Parties or the Lenders by you, the Acquired Company, Seller or any of your or their representatives, subsidiaries or affiliates (or on your or their behalf) (the "Information"), when taken as a whole, (x) is, and in the case of Information made available after the date hereof, will be, complete and correct in all material respects and (y) does not, and in the case of Information made available after the date hereof, will not, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein, in light of the circumstances under which they were made, not materially misleading in light of the circumstances under which such statements are made (after giving effect to all supplements and updates thereto, in each case) and (ii) all financial projections concerning the Borrower, the Acquired Company and their subsidiaries, taking into account the consummation of the Transactions, that have been or will be made available to the Commitment Parties or the Lenders by you, the Acquired Company, Seller or any of your or their representatives, subsidiaries or affiliates (or on your or their behalf) (the "Projections") have been and will be prepared in good faith based upon assumptions believed by you or the Acquired Company or the Seller to be reasonable at the time made available to the Commitment Parties or the Lenders, it being understood that such Projections are not to be viewed as facts and that actual results may vary materially from the Projections. You agree that if, at any time prior to the later of the Closing Date and the Syndication Date, you become aware that any of the representations and warranties contained in the preceding sentence would be incorrect in any material respect if the Information and Projections were being furnished, and such representations were being made, at such time, then you will immediately notify us and promptly supplement the Information and the Projections so that such representations are correct in all material respects under those circumstances. Solely as they relate to matters with respect to the Acquired Company and its subsidiaries prior to the Closing Date, the foregoing representations, warranties and covenants are made to the best of your knowledge. We will be entitled to use and rely upon, without responsibility to verify independently, the Information and the Projections. You acknowledge that we may share with any of our affiliates (it being understood that such affiliates will be subject to the confidentiality agreements between you and us), and such affiliates may share with the Commitment Parties, any information related to you, the Acquired Company, or any of your or their subsidiaries or affiliates (including, without limitation, in each case, information relating to creditworthiness) and the transactions contemplated hereby.

(b) You acknowledge that (i) the Commitment Parties will make available, on your behalf, the Information, Projections and other marketing materials and presentations, including the confidential information memoranda (collectively, the "Informational Materials"), to the potential Lenders by posting the Informational Materials on SyndTrak Online or by other similar electronic means (collectively, the "Electronic Means") and (ii) certain prospective Lenders may be "public side" (i.e., lenders that have personnel that do not wish to receive material non-public information or information that would be MNPI if the Acquired Company were a U.S. public reporting company) (within the meaning of the United States federal securities laws, "MNPI") with respect to the Borrower, the Acquired Company, Seller or their subsidiaries or affiliates or any of their respective securities, and who may be engaged in investment and other market-related activities with respect to such entities' securities (such Lenders, "Public Lenders"). At the request of the Lead Arrangers, (A) you will assist, and cause your affiliates, advisors, and to the extent possible using commercially reasonable efforts subject to your rights under the Acquisition Agreement, appropriate representatives of the Acquired Company and Seller to assist, the Lead Arrangers in the preparation of Informational Materials to be used in connection with the syndication of the Senior Credit Facilities to Public Lenders, which will not contain MNPI (the "Public Informational Materials"), (B) you will identify and conspicuously mark any Public Informational Materials "*PUBLIC*", and (C) you will assist the Lead Arrangers in identifying and conspicuously marking any Informational Materials that include any MNPI as "*PRIVATE AND CONFIDENTIAL*". Notwithstanding the foregoing, you agree that the Commitment Parties may distribute the following documents to all prospective Lenders (including the Public Lenders) on your behalf, unless you advise the Commitment Parties in writing (including by email) within a reasonable time prior to their intended distributions that such material should not be distributed to Public Lenders; provided, that you shall have been given a reasonable opportunity to review such

documents and comply with the U.S. Securities and Exchange Commission disclosure requirements: (w) administrative materials for prospective Lenders such as lender meeting invitations and funding and closing memoranda, (x) notifications of changes in the terms of the Senior Credit Facilities, (y) financial information regarding the Borrower, the Acquired Company and their respective subsidiaries (other than the Projections) and (z) other materials intended for prospective Lenders after the initial distribution of the Informational Materials, including drafts and final versions of the Term Sheet and the Financing Documentation. If you advise us in writing (including by email) that any of the foregoing items (other than the Financing Documentation) should not be distributed to Public Lenders, then the Commitment Parties will not distribute such materials to Public Lenders without further discussions with you. Before distribution of any Informational Materials to prospective Lenders, you shall provide us with a customary letter authorizing the dissemination of the Informational Materials and confirming the accuracy and completeness in all material respects of the information contained therein and, in the case of Public Informational Materials, confirming the absence of MNPI therefrom. Such customary authorization letter shall exculpate you, the Acquired Business and your and their respective subsidiaries with respect to any liability related to the misuse, and us and our affiliates with respect to any liability related to the use or misuse, of the contents of the Informational Materials.

6. Indemnification. You agree to indemnify and hold harmless the Commitment Parties and each of their respective affiliates, directors, officers, employees, partners, representatives, advisors and agents and each of their respective heirs, successors and assigns (each, an "Indemnified Party") from and against any and all actions, suits, losses, claims, damages, penalties, liabilities and expenses of any kind or nature (including legal expenses, subject to the limitations expressed below), joint or several, to which such Indemnified Party may become subject or that may be incurred or awarded against such Indemnified Party, in each case arising out of or in connection with or by reason of (including, without limitation, in connection with any investigation, litigation or proceeding or preparation of a defense in connection therewith) (a) any matters contemplated by this Commitment Letter, the Transactions or any related transaction (including, without limitation, the execution and delivery of this Commitment Letter and the Financing Documentation and the closing of the Transactions) or (b) the use or the contemplated use of the proceeds of the Senior Credit Facilities, and will reimburse each Indemnified Party for all reasonable and documented out-of-pocket expenses (including reasonable attorneys' fees, expenses and charges) (but limited, in the case of legal fees and expenses, to the reasonable and documented out-of-pocket fees, disbursements and other charges of one counsel to all Indemnified Parties (taken as a whole) and, if reasonably necessary, a single local counsel for all Indemnified Parties (taken as a whole) in each relevant jurisdiction and with respect to each relevant specialty, and in the case of an actual or perceived conflict of interest, one additional counsel in each relevant jurisdiction to the affected Indemnified Parties similarly situated and taken as a whole) not later than 10 business day after written demand as they are incurred in connection with any of the foregoing; provided that no Indemnified Party will have any right to indemnification for any of the foregoing to the extent resulting from (i) such Indemnified Party's own gross negligence or willful misconduct as determined by a court of competent jurisdiction in a final non-appealable judgment, (ii) a material breach in bad faith of the funding obligations of such Indemnified Party under this Commitment Letter as determined by a court of competent jurisdiction in a final non-appealable judgment or (iii) any dispute solely among Indemnified Parties, other than any claims against any Commitment Party in its respective capacity or in fulfilling its role as an administrative agent or arranger or any similar role hereunder or under the Senior Credit Facilities, and other than any claims arising out of any act or omission on the part of you or your subsidiaries or affiliates. In the case of an investigation, litigation or proceeding to which the indemnity in this paragraph applies, such indemnity shall be effective whether or not such investigation, litigation or proceeding is brought by you, your equity holders or creditors or an Indemnified Party, whether or not an Indemnified Party is otherwise a party thereto and whether or not the transactions contemplated hereby are consummated. You also agree that no Indemnified Party will have any liability (whether direct or indirect, in contract or tort, or otherwise) to you or your affiliates or to your or their respective equity holders or creditors arising out of, related to or in connection with any aspect of the transactions contemplated hereby, except to the extent such liability to you is determined in a final, non-appealable judgment by a court of competent jurisdiction to have resulted from such Indemnified Party's own gross negligence, willful misconduct or material breach in bad faith of its obligations under this Commitment Letter. Neither any Indemnified Party nor you or the Acquired Company (or any of your or their respective subsidiaries or affiliates) will be liable for any indirect, consequential, special or punitive damages (in the case of you, other than in respect of any such damages required to be indemnified under this paragraph) in connection with this Commitment Letter, the Fee Letter, the Financing Documentation or any other element of the Transactions. No Indemnified Party will be liable to you, your affiliates or any other person for any damages arising from the use

by others of Informational Materials or other materials obtained by Electronic Means, except to the extent that your damages are found in a final non-appealable judgment by a court of competent jurisdiction to have resulted from the gross negligence, willful misconduct or material breach in bad faith of such Indemnified Party. You shall not be liable for any settlement, compromise or consent to the entry of any judgment in any proceeding effected without your prior written consent (which consent shall not be unreasonably withheld or delayed), but if settled with your written consent or if there is a final judgment in any such proceeding, you agree to indemnify and hold harmless each Indemnified Party from and against any and all losses, claims, damages, liabilities and expenses by reason of such settlement or judgment in accordance with, and to the extent required by, this paragraph. You shall not, without the prior written consent of each Indemnified Party affected thereby (which consent shall not be unreasonably withheld or delayed), settle any threatened or pending claim or action that would give rise to the right of any Indemnified Party to claim indemnification hereunder unless such settlement (x) includes a full and unconditional release of all liabilities arising out of such claim or action against such Indemnified Party, (y) does not include any statement as to or an admission of fault, culpability or failure to act by or on behalf of such Indemnified Party and (z) requires no action on the part of the Indemnified Party other than its consent.

7. Expenses. You agree to reimburse each of the Commitment Parties, from time to time on written demand, for all reasonable and documented out-of-pocket costs and expenses of the Commitment Parties, including, without limitation, reasonable legal fees and expenses (but limited, in the case of legal fees and expenses, to the reasonable and documented out-of-pocket fees, disbursements and other charges of one counsel to the Commitment Parties and, if reasonably necessary, a single local counsel in each relevant jurisdiction and with respect to each relevant specialty), due diligence expenses and all printing, reproduction, document delivery, travel, CUSIP, SyndTrak and communication costs, incurred in connection with the syndication and execution of the Senior Credit Facilities and the preparation, review, negotiation, execution, delivery and enforcement of this Commitment Letter, the Fee Letter, the Financing Documentation and any security arrangements in connection therewith regardless of whether the Closing Date occurs.

8. Fees. As consideration for the commitments and agreements of the Commitment Parties hereunder, you agree to cause to be paid the nonrefundable fees described in the Fee Letter on the terms and subject to the conditions set forth therein.

9. Confidentiality.

(a) This Commitment Letter and the Fee Letter (collectively, the "Commitment Documents") and the existence and contents hereof and thereof shall be confidential and may not be disclosed, directly or indirectly, by you in whole or in part to any person without our prior written consent, except for disclosure (i) hereof or thereof on a confidential basis to your directors, officers, employees, accountants, attorneys and other professional advisors who have been advised of their obligation to maintain the confidentiality of the Commitment Documents for the purpose of evaluating, negotiating or entering into the Transactions, (ii) as otherwise required by law (in which case, you agree, to the extent permitted by law, to inform us promptly in advance thereof), (iii) of the Commitment Documents on a confidential basis to the board of directors, officers and advisors of the Seller and the Acquired Company in connection with their consideration of the Acquisition (provided that any information relating to pricing (including in any "market flex" provisions that relate to pricing), fees and expenses has been redacted in a manner reasonably acceptable to us), (iv) this Commitment Letter, but not the Fee Letter, in any required filings with the Securities and Exchange Commission and other applicable regulatory authorities and stock exchanges and (v) the Term Sheet to any ratings agency in connection with the Transactions. In connection with any disclosure by you to any third party as set forth above (except as set forth in clause (ii) above), you shall notify such third party of the confidential nature of the Commitment Documents and agree to be responsible for any failure by any third party to whom you disclosed the Commitment Documents or any portion thereof to maintain the confidentiality of the Commitment Documents or any portion thereof. The Commitment Parties shall be permitted to use information related to the syndication and arrangement of the Senior Credit Facilities (including your name and company logo) in connection with obtaining a CUSIP number, marketing, press releases or other transactional announcements or updates provided to investor or trade publications, subject to confidentiality obligations or disclosure restrictions reasonably requested by you. Prior to the Closing Date, the Commitment Parties shall have the right to review and approve any public announcement or public filing made by

you, the Acquired Company or their representatives relating to the Senior Credit Facilities or to any of the Commitment Parties in connection therewith, before any such announcement or filing is made (such approval not to be unreasonably withheld or delayed). Your obligations under this paragraph with regard to this Commitment Letter (but not the Fee Letter) shall terminate on the earlier of (x) the second anniversary of the date hereof and (y) one year following the termination of this Commitment Letter in accordance with its terms.

(b) Each Commitment Party and its affiliates will use all non-public information provided to any of them or such affiliates by or on behalf of you hereunder or in connection with the Transactions solely for the purpose of providing the services which are the subject of this Commitment Letter and negotiating, evaluating and consummating the transactions contemplated hereby and shall treat confidentially all such information and shall not publish, disclose or otherwise divulge such information; provided that nothing herein shall prevent any Commitment Party from disclosing any such information (i) to any Lenders or participants or prospective Lenders or participants (it being understood that (x) the persons to whom such disclosure is made will be informed of the confidential nature of such information and advised of their obligation to keep such information confidential and (y) no disclosures will be made to any Disqualified Institution), (ii) in any legal, judicial, administrative proceeding or other compulsory process or otherwise as required by applicable law or regulations (in which case, such Commitment Party shall, to the extent permitted by law, inform you promptly in advance thereof), (iii) upon the request or demand of any regulatory authority having jurisdiction over such Commitment Party or its affiliates (in which case such Commitment Party shall, except with respect to any audit or examination conducted by bank accountants or any governmental bank regulatory authority exercising examination or regulatory authority, promptly notify you, in advance, to the extent practicably and lawfully permitted to do so), (iv) to the employees, legal counsel, independent auditors, professionals and other experts or agents of such Commitment Party who are informed of the confidential nature of such information and are or have been advised of their obligation to keep information of this type confidential, (v) to any of its respective affiliates solely in connection with the Transactions, (vi) to the extent any such information becomes publicly available other than by reason of disclosure by such Commitment Party or its affiliates in breach of this Commitment Letter, (vii) to the extent that such information is received by such Commitment Party from a third party that is not to such Commitment Party's knowledge subject to confidentiality obligations to you, the Company or the Borrower, (viii) to the extent that such information is independently developed by such Commitment Party, (ix) to ratings agencies in connection with the Transactions and (x) for purposes of establishing a "due diligence" defense; provided that the disclosure of any such information to any Lenders or prospective Lenders or participants or prospective participants referred to above shall be made subject to the acknowledgment and acceptance by such Lender or prospective Lender or participant or prospective participant that such information is being disseminated on a confidential basis (on substantially the terms set forth in this paragraph or as is otherwise reasonably acceptable to you and each Commitment Party, including, without limitation, as agreed in any confidential information memorandum or other marketing materials) in accordance with the standard syndication processes of such Commitment Party or customary market standards for dissemination of such type of information. The provisions of this paragraph with respect to the Commitment Parties shall automatically terminate on the earlier of (i) the second anniversary of the date hereof and (y) one year following the termination of this Commitment Letter in accordance with its terms and shall otherwise automatically terminate and be superseded by the confidentiality provisions in the Financing Documentation upon the execution and delivery thereof.

(c) The Commitment Parties hereby notify you that pursuant to the requirements of the USA PATRIOT Act, Title III of Pub. L. 107-56 (signed into law October 26, 2001) (the "PATRIOT Act"), each of them is required to obtain, verify and record information that identifies you and any additional Credit Parties, which information includes your and their respective names, addresses, tax identification numbers and other information that will allow the Commitment Parties and the other Lenders to identify you and such other parties in accordance with the PATRIOT Act. This notice is given in accordance with the requirements of the PATRIOT Act and is effective for each of us and the Lenders.

10. Other Services.

(a) Nothing contained herein shall limit or preclude the Commitment Parties or any of their affiliates from carrying on any business with, providing banking or other financial services to, or from participating in any capacity, including as an equity investor, in any party whatsoever, including, without limitation, any competitor,

supplier or customer of you, the Seller, the Acquired Company or any of your or their affiliates, or any other party that may have interests different than or adverse to such parties.

(b) You acknowledge that each Lead Arranger and its affiliates (the term "*Lead Arranger*" as used in this section being understood to include such affiliates) (i) may be providing debt financing, equity capital or other services (including financial advisory services) to other entities and persons with which you, the Seller, the Acquired Company or your or their respective affiliates may have conflicting interests regarding the Transactions and otherwise, (ii) may act, without violation of its contractual obligations to you, as it deems appropriate with respect to such other entities or persons, and (iii) have no obligation in connection with the Transactions to use, or to furnish to you, the Seller, the Acquired Company or your or their respective affiliates or subsidiaries, confidential information obtained from other entities or persons.

(c) You acknowledge that each of Wells Fargo Bank (or one of its affiliates) and Barclays (or one of its affiliates) has been retained by you as buy-side financial advisor (each, in such capacity, the "***Financial Advisor***") in connection with the Acquisition. Each of the parties hereto agrees to any such retention, and further agrees not to assert any claim it might allege based on any actual or potential conflicts of interest that might be asserted to arise or result from, on the one hand, the engagement of the Financial Advisor and our and our affiliates' relationship with you as described and referred to herein, on the other.

(d) In connection with all aspects of the Transactions, you acknowledge and agree that: (i) the Senior Credit Facilities and any related arranging or other services contemplated in this Commitment Letter constitute an arm's-length commercial transaction between you and your affiliates, on the one hand, and the Commitment Parties, on the other hand, and you are capable of evaluating and understanding and understand and accept the terms, risks and conditions of the Transactions, (ii) in connection with the process leading to the Transactions, each of the Commitment Parties is and has been acting solely as a principal and not as a financial advisor, agent or fiduciary, for you, the Acquired Company or any of your or their respective management, affiliates, equity holders, directors, officers, employees, creditors or any other party, (iii) no Commitment Party or any affiliate thereof has assumed or will assume an advisory, agency or fiduciary responsibility in your or your affiliates' favor with respect to any of the Transactions or the process leading thereto (irrespective of whether any Commitment Party or any of its affiliates has advised or is currently advising you or your affiliates or the Acquired Company or its affiliates on other matters) and no Commitment Party has any obligation to you or your affiliates with respect to the Transactions except those obligations expressly set forth in the Commitment Documents, (iv) the Commitment Parties and their respective affiliates may be engaged in a broad range of transactions that involve interests that differ from yours and those of your affiliates and no Commitment Party shall have any obligation to disclose any of such interests, and (v) no Commitment Party has provided any legal, accounting, regulatory or tax advice with respect to any of the Transactions and you have consulted your own legal, accounting, regulatory and tax advisors to the extent you have deemed appropriate. You hereby waive and release, to the fullest extent permitted by law, any claims that you may have against any Commitment Party or any of their respective affiliates with respect to any breach or alleged breach of agency, fiduciary duty or conflict of interest.

11. Acceptance/Expiration of Commitments.

(a) This Commitment Letter and the Commitment of the Commitment Parties and the undertakings of the Lead Arrangers set forth herein shall automatically terminate at 5:00 p.m. (Eastern Time) on October 6, 2016 (the "Acceptance Deadline"), without further action or notice unless signed counterparts of this Commitment Letter and the Fee Letter shall have been delivered to the Lead Arrangers by such time.

(b) In the event this Commitment Letter is accepted by you as provided above, the Commitment and agreements of the Commitment Parties and the undertakings of the Lead Arrangers set forth herein will automatically terminate without further action or notice upon the earliest to occur of (i) consummation of the Acquisition (with or without the use of the Senior Credit Facilities), (ii) termination of the Acquisition Agreement, and (iii) the "Outside Date" (as defined in the Acquisition Agreement on the date hereof), as extended pursuant to Section 9.1(b) of the Acquisition Agreement on the date hereof.

12. Survival. The sections of this Commitment Letter and the Fee Letter relating to Indemnification, Expenses, Confidentiality, Other Services, Survival and Governing Law shall survive any termination or expiration of this Commitment Letter, the Commitment of the Commitment Parties or the undertakings of the Lead Arrangers set forth herein (regardless of whether definitive Financing Documentation is executed and delivered), and the sections relating to Syndication and Information shall survive until the Syndication Date; provided that your obligations under this Commitment Letter (other than your obligations with respect to the sections of this Commitment Letter relating to Syndication, Information, Confidentiality, Other Services, Survival and Governing Law) shall be superseded by the provisions of the Financing Documentation upon the initial funding thereunder.

13. Governing Law. **THIS COMMITMENT LETTER AND THE FEE LETTER, AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED THERETO (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF OR THEREOF), SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (INCLUDING SECTION 5-1401 AND SECTION 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK), WITHOUT REFERENCE TO ANY OTHER CONFLICTS OR CHOICE OF LAW PRINCIPLES THEREOF. THE PARTIES HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY CLAIM OR ACTION ARISING OUT OF THIS COMMITMENT LETTER OR THE FEE LETTER**. With respect to any suit, action or proceeding arising in respect of this Commitment Letter or the Fee Letter or any of the matters contemplated hereby or thereby, the parties hereto hereby irrevocably and unconditionally submit to the exclusive jurisdiction of any state or federal court located in the Borough of Manhattan, and irrevocably and unconditionally waive any objection to the laying of venue of such suit, action or proceeding brought in such court and any claim that such suit, action or proceeding has been brought in an inconvenient forum. The parties hereto hereby agree that service of any process, summons, notice or document by registered mail addressed to you or each of the Commitment Parties will be effective service of process against such party for any action or proceeding relating to any such dispute. A final judgment in any such action or proceeding may be enforced in any other courts with jurisdiction over you or each of the Commitment Parties.

14. Miscellaneous. This Commitment Letter and the Fee Letter embody the entire agreement among the Commitment Parties and you and your affiliates with respect to the specific matters set forth above and supersede all prior agreements and understandings relating to the subject matter hereof. No person has been authorized by any of the Commitment Parties to make any oral or written statements inconsistent with this Commitment Letter or the Fee Letter. This Commitment Letter and the Fee Letter shall not be assignable by you without the prior written consent of the Commitment Parties, and any purported assignment without such consent shall be void. This Commitment Letter and the Fee Letter are not intended to benefit or create any rights in favor of any person other than the parties hereto, the Lenders and, with respect to indemnification, each Indemnified Party. This Commitment Letter and the Fee Letter may be executed in separate counterparts and delivery of an executed signature page of this Commitment Letter and the Fee Letter by facsimile or electronic mail shall be effective as delivery of manually executed counterpart hereof; provided that, upon the request of any party hereto, such facsimile transmission or electronic mail transmission shall be promptly followed by the original thereof. This Commitment Letter and the Fee Letter may only be amended, modified or superseded by an agreement in writing signed by each of you and the Commitment Parties.

[*Signature Pages Follow****]***

If you are in agreement with the foregoing, please indicate acceptance of the terms hereof by signing the enclosed counterpart of this Commitment Letter and returning it to the Lead Arrangers, together with executed counterparts of the Fee Letter, by no later than the Acceptance Deadline.

Sincerely,

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: /s/Matthew Olson
Name: Matthew Olson
Title: Director

WELLS FARGO SECURITIES, LLC

By: /s/Rob McLean
Name: Rob McLean
Title: Vice President

BARCLAYS BANK PLC

By: /s/John Skrobe
Name: John Skrobe
Title: Managing Director

Agreed to and accepted as of the date first above written:

ICU MEDICAL, INC.

By: /s/Scott E. Lamb
Name: Scott E. Lamb
Title: Chief Financial Officer and Treasurer

ANNEX A

$400 MILLION
SENIOR SECURED CREDIT FACILITIES
SUMMARY OF PROPOSED TERMS AND CONDITIONS

Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Commitment Letter to which this Summary of Proposed Terms and Conditions is attached

Borrower:	ICU Medical, Inc. a Delaware corporation (the "Borrower").
Joint Lead Arrangers and Joint Bookrunners:	Wells Fargo Securities, LLC ("Wells Fargo Securities") and Barclays Bank PLC ("Barclays") will act as joint lead arrangers and joint bookrunners (in such capacity, the "Lead Arrangers").
Lenders:	Wells Fargo Bank, National Association ("Wells Fargo Bank"), Barclays and a syndicate of financial institutions and other entities excluding any Disqualified Institutions (each a "Lender" and, collectively, the "Lenders").
Administrative Agent:	Wells Fargo Bank (in such capacity, the "Administrative Agent").
Issuing Banks and Swingline Lenders:	Wells Fargo Bank and Barclays (each an "Issuing Bank" or a "Swingline Lender", as the case may be).
Syndication Agent:	Barclays
Senior Credit Facilities:	Senior secured credit facilities (the "Senior Credit Facilities") in an aggregate principal amount of $400 million, such Senior Credit Facilities to consist of: (a) Revolving Credit Facility. A revolving credit facility in an aggregate principal amount of $100 million (the "Revolving Credit Facility") (with subfacilities for (i) standby letters of credit (each, a "Letter of Credit") and (ii) swingline loans (each, a "Swingline Loan"), each in a maximum amount to be mutually determined and on customary terms and conditions). Letters of Credit will be issued by the Issuing Banks and Swingline Loans will be made available by the Swingline Lenders and each Lender with a commitment under the Revolving Credit Facility will purchase an irrevocable and unconditional participation in each Letter of Credit and Swingline Loan.

b) Term Loan A Facility . A term loan facility in an aggregate principal amount of $300 million (the "Term Loan A Facility" or the "Term Loan Facility").

Use of Proceeds:

The proceeds of the Term Loan A Facility will be used to finance (a) the consummation of the Acquisition and (b) the payment of fees and expenses incurred in connection with the Acquisition and the Senior Credit Facilities (collectively, the "Transactions").

The Revolving Credit Facility will be available after the Closing Date for ongoing working capital and for other general corporate purposes of the Borrower and its subsidiaries.

Closing Date:

The date on which the Senior Credit Facilities are closed (the "Closing Date").

Availability:

The Revolving Credit Facility will be undrawn on the Closing Date and available on a revolving basis after the Closing Date until the Revolving Credit Maturity Date (as defined below.

The Term Loan A Facility will be available only in a single draw of the full amount of the Term Loan A Facility on the Closing Date.

Incremental Term Loans/ Revolving Facility Increase:

After the Closing Date, the Borrower will be permitted to incur (a) additional term loans under a new term facility that will be included in the Senior Credit Facilities (each, an "Incremental Term Loan") and/or (b) increases in the Revolving Credit Facility (each, a "Revolving Facility Increase"), in an aggregate principal amount for all such Incremental Term Loans and Revolving Facility Increases not to exceed an aggregate amount of up to $75 million (the "Incremental Basket Amount"); provided that (i) no default or event of default exists immediately prior to or after giving effect thereto (provided that, solely with respect to any Incremental Term Loans or Revolving Facility Increase incurred in connection with a permitted acquisition or other permitted investment, (A) no default or event of default shall exist at the time the definitive documentation for such permitted acquisition or other permitted investment is executed) and (B) no payment or bankruptcy default or event of default shall exist at the time of funding such permitted acquisition or other permitted investment, (ii) no Lender will be required or otherwise obligated to provide any portion of such Incremental Term Loan or Revolving Facility Increase, (iii) the Borrower is in compliance on a pro forma basis after giving effect to the incurrence of any such Incremental Term Loan or any such Revolving Facility Increase (and assuming that the commitments under such Incremental Term Loan and the Revolving Credit Facility and such Revolving Facility Increase are fully drawn) and any permitted acquisition, refinancing of debt or other event giving rise to a pro forma adjustment, with the financial covenants and with a

Total Leverage Ratio of 2.00 to 1.00, (iv) the maturity date of any such Incremental Term Loan shall be no earlier than the then latest Term Loan A Maturity Date (as defined below) and the weighted average life of such incremental Term Loan shall be no shorter than the then remaining weighted average life of the then latest maturing loans under the Term Loan A Facility, (v) the interest rate margins and (subject to clause (iv)) amortization schedule applicable to any Incremental Term Loan shall be determined by the Borrower and the lenders thereunder, (vi) the other terms and documentation in respect of any Incremental Term Loans, to the extent not consistent with the Term Loan A Facility, will be reasonably satisfactory to the Administrative Agent and the Borrower and (vii) each such Revolving Facility Increase shall have the same terms, other than interest rate, unused fees and upfront fees, as the Revolving Credit Facility; provided that in the event that the interest rate margins or unused fees for any Revolving Facility Increase (as determined by the Administrative Agent) are higher than the interest rate margins or unused fees for the Revolving Credit Facility (as determined by the Administrative Agent), then the interest rate margins or unused fees for the Revolving Credit Facility shall be increased to the extent necessary so that such interest rate margins or unused fees, as applicable, are equal to the interest rate margins or unused fees, as applicable, for such Revolving Facility Increase; provided, further, that in determining the interest rate margins applicable to the Revolving Facility Increase and the Revolving Credit Facility, all customary arrangement or commitment fees payable to the Lead Arrangers (or their respective affiliate) in connection with the Revolving Credit Facility or to one or more arrangers (or their affiliates) of any Revolving Facility Increase shall be excluded.

Incremental Term Loans and Revolving Facility Increases will have the same Guarantees from the Guarantors and, if applicable, will be secured on a pari passu basis by the same Collateral as the other Senior Credit Facilities.

The proceeds of any Incremental Term Loans and Revolving Facility Increases may be used for general corporate purposes of the Borrower and its subsidiaries.

In the case of the incurrence of any indebtedness or liens or the making of any investments, restricted payments or fundamental changes or the designation of any restricted subsidiaries or unrestricted subsidiaries in connection with a permitted acquisition whose consummation is not conditioned on the availability of, or on obtaining, third party financing (a "Limited Condition Acquisition"), at the Borrower's option, the relevant ratios and baskets shall be
determined as of the date the definitive acquisition agreements for such Limited Condition Acquisition are entered into and calculated as if the Limited Condition Acquisition and other pro forma events in connection therewith were consummated on such date; provided that if the Borrower has made such an election, in connection with determining whether the calculation of any ratio or basket with respect to the incurrence of any debt or liens, or the making of any investments, restricted payments, prepayments of subordinated debt, asset sales,

fundamental changes or the designation of a restricted subsidiary or unrestricted subsidiary is permitted on or following such date and prior to the earlier of the date on which such Limited Condition Acquisition is consummated or the definitive agreement for such acquisition is terminated, any such ratio shall be calculated on a pro forma basis assuming such Limited Condition Acquisition and other pro forma events in connection therewith (including any incurrence of indebtedness) have been consummated as if they occurred at the beginning of the applicable test period (other than for purposes of calculating any restricted payments capacity). For the avoidance of doubt, if any of such ratios are exceeded as a result of fluctuations in such ratio including due to fluctuations in Consolidated EBITDA of the Borrower or the person subject to such acquisition or investment, at or prior to the consummation of the relevant transaction or action, such ratios will not be deemed to have been exceeded as a result of such fluctuations solely for purposes of determining whether the relevant transaction or action is permitted to be consummated or taken.

Documentation:

The documentation for the Senior Credit Facilities will include, among other items, a credit agreement, guarantees and appropriate pledge, security, mortgage and other collateral documents (collectively, the "Financing Documentation"), all consistent with this Term Sheet. The Financing Documentation will contain such other terms as are usual and customary for credit facilities for comparably rated companies in a similar industry, consistent with the operational requirements of the Borrower and its subsidiaries in light of their size, cash flow, industry business, business practices and operations; it being understood and agreed that the Financing Documentation will give effect to the Limited Conditionality Provision and will contain customary representations and warranties, affirmative covenants, negative covenants, events of default and financial definitions, with basket sizes, exceptions and other modifications as shall be determined by the Lead Arrangers (in consultation with the Borrower) as well as customary EU bail-in provisions and Administrative Agent mechanics. The provisions of this paragraph are referred to as the "Documentation Principles."

Guarantors:

The obligations of (a) the Borrower under the Senior Credit Facilities and (b) any Credit Party (as defined below) under any hedging agreements and under any treasury management arrangements entered into between such Credit Party and any counterparty that is a Lead Arranger, the Administrative Agent or a Lender (or any affiliate thereof) at the time such hedging agreement or treasury management arrangement is executed (collectively, the "Secured Obligations") will be unconditionally guaranteed, on a joint and several basis, by each existing and subsequently acquired or formed wholly-owned domestic subsidiary of the Borrower (each a "Guarantor"; such guarantee being referred to as a "Guarantee"); provided that Guarantors will not include (i) any Excluded Subsidiaries (to be defined in a manner consistent with the Documentation Principles), (ii) any foreign subsidiary that is a "controlled foreign corporation" within the

meaning of Section 957(a) of the Internal Revenue Code of 1986, as amended (any subsidiary described in this clause (ii), a "CFC"); (iii) any domestic subsidiary that has no material assets other than the capital stock of one or more foreign subsidiaries that are CFCs (any subsidiary described in this clause (iii), a "FSHCO"), (iv) any subsidiary that is directly or indirectly owned by a CFC or an FSHCO; (v) any unrestricted subsidiary, (vi) any domestic subsidiary to the extent prohibited or restricted by applicable law whether on the Closing Date or thereafter, or would require or be subject to any governmental authority or regulatory third party consent or approval, or would be prohibited or restricted by contract existing on the Closing Date or, with respect to subsidiaries acquired after the Closing Date, by contract existing when such subsidiary was acquired and not in contemplation of such acquisition, or resulting in material adverse tax consequences to the Borrower or any of its
direct or indirect subsidiaries, as reasonably determined in writing by Borrower in consultation with the Administrative Agent, and (vii) any subsidiary where the Administrative Agent and the Borrower agree the cost of obtaining a guarantee by such subsidiary would be excessive in light of the practical benefit to the Lenders
afforded thereby. All Guarantees shall be guarantees of payment and not of collection. The Borrower and the Guarantors are herein referred to as the "Credit Parties".

Security:

The Secured Obligations will be secured by valid and perfected first priority (subject to certain customary exceptions satisfactory to the Administrative Agent and set forth in the Financing Documentation) security interests in and liens on all of the following (collectively, the "Collateral"):

(a) 100% of the equity interests of all present and future direct wholly-owned restricted subsidiaries of any Credit Party (other than the Borrower); provided that in the case of such direct subsidiary that is a CFC or a FSHCO, such pledge shall be limited to 66% of the voting equity interests and 100% of the non-voting equity interests of such subsidiary or such greater percentage as would not result in material adverse tax consequences to the Borrower, as reasonably determined by the Borrower in writing, in consultation with the Administrative Agent;

(b) All of (i) the tangible and intangible personal property and assets of the Credit Parties (including, without limitation, all equipment, inventory and other goods, accounts, licenses, contracts, intercompany loans, intellectual property and other general intangibles, deposit accounts, securities accounts and other investment property and cash) and (ii) all fee-owned real property interests with a value above a threshold to be agreed; and

(c) All products, profits and proceeds of the foregoing. Notwithstanding the foregoing, the Collateral shall not include (i) any leasehold interest in real property (it being understood there shall be no requirement to obtain any landlord waivers, estoppels or collateral

access letters), (ii) any motor vehicles and other assets subject to certificates of title, (iii) all commercial tort claims below a threshold to be agreed, (iv) any governmental licenses or state or local franchises, charters and authorizations, to the extent a security interest in any such license, franchise, charter or authorization is prohibited or restricted thereby after giving effect to the applicable anti-assignment provisions of the Uniform Commercial Code and other applicable law, other than proceeds and receivables thereof, the assignment of which is expressly deemed effective under the Uniform Commercial Code notwithstanding such prohibition or restriction, (v) pledges and security interests prohibited or restricted by applicable law (including any requirement to obtain the consent of any governmental authority or regulatory third party unless such consent has been obtained) after giving effect to the applicable antiassignment provisions of the Uniform Commercial Code and other applicable laws, other than proceeds and receivables thereof, the assignment of which is expressly deemed effective under the Uniform Commercial Code notwithstanding such prohibition or restriction, (vi) margin stock, (vii) equity interests in any person other than wholly-owned restricted subsidiaries, to the extent requiring the consent of one or more third parties pursuant to the terms of any applicable organizational documents, joint venture agreement, shareholders' agreement (after giving effect to the applicable antiassignment provisions of the Uniform Commercial Code), (viii) any lease, license or agreement or any property subject to a purchase money security interest or similar arrangement permitted under the Financing Documentation to the extent that a grant of a security interest therein would violate or invalidate such lease, license or agreement or purchase money arrangement or create a right of termination in favor of any other party thereto after giving effect to the applicable anti-assignment provisions of the Uniform Commercial Code, other than proceeds and receivables thereof, the assignment of which is expressly deemed effective under the Uniform Commercial Code notwithstanding such prohibition, (ix) any assets to the extent a security interest in such assets would result in material adverse tax consequences to the Borrower or any of its direct or indirect subsidiaries, as reasonably determined in writing by the Borrower in consultation with the Administrative Agent, (x) letter of credit rights, except to the extent constituting a supporting obligation for other Collateral as to which perfection of the security interest in such other Collateral may be accomplished by the filing of a UCC financing statement (it being understood that no actions shall be required to perfect a security interest in letter of credit rights, other than the filing of a Uniform Commercial Code financing statement), (xi) any intent to- use application trademark application prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law, (xii) accounts used solely as payroll and other employee wage and benefit accounts, tax accounts (including, without limitation, sales tax accounts) and any tax benefits, escrow accounts, fiduciary or trust accounts held for the benefit of third parties and any funds and other property held in or maintained

in any such accounts, such account is in each case, only to the extent maintained solely for such purpose and (xiii) assets where the Administrative Agent and the Borrower agree the cost of obtaining a security interest in such assets are excessive in relation to the value afforded thereby, or if the granting of a security interest in such asset would be prohibited by applicable law. No actions in any non-U.S. jurisdiction shall be required in order to create or perfect any security interests in any assets located or titled outside of the U.S. (it being understood that there shall be no security agreements or pledge agreements governed under the laws of any non-U.S. jurisdiction). All such security interests in personal property and all liens on real property will be created pursuant to, and will comply with, Financing Documentation reasonably satisfactory to the Administrative Agent. Notwithstanding the foregoing the requirements of the preceding paragraphs shall be subject to the Limited Conditionality Provision.

Final Maturity:

The final maturity of the Revolving Credit Facility will occur on the fifth anniversary of the Closing Date (the "Revolving Credit Maturity Date") and the commitments with respect to the Revolving Credit Facility will automatically terminate on such date.

The final maturity of the Term Loan A Facility will occur on the fifth anniversary of the Closing Date (the "Term Loan A Maturity Date").

Amortization:

The Term Loan A Facility will amortize in an amount equal to 5% of the original principal amount of the Term Loan A Facility in the first two years, 7.5% in the third and fourth years and 10% in the fifth year, in each case in equal installments, on a quarterly basis and with the remainder due on the Term Loan A Maturity Date.

Interest Rates and Fees:

Interest rates and fees in connection with the Senior Credit Facilities will be as specified in the Fee Letter and on *Schedule I* attached hereto.

Mandatory Prepayments:

Subject to the next paragraph, the Senior Credit Facilities will be required to be prepaid with:

(a) 100% of the net cash proceeds of the issuance or incurrence of debt (other than any debt permitted to be issued or incurred pursuant to the terms of the Financing Documentation) by the Borrower or any of its restricted subsidiaries; and

(b) 100% of the net cash proceeds of all asset sales, insurance and condemnation recoveries and other asset dispositions by the Borrower or any of its restricted subsidiaries (including the issuance by any such subsidiary of any of its equity interests to someone other than the Borrower or a subsidiary of the Borrower), subject to reinvestment provisions and baskets to be mutually agreed upon.

All such mandatory prepayments will be applied *first,* to prepay outstanding loans under the Term Loan A Facility and any Incremental Term Loans on a *pro rata* basis and *second*, to prepay outstanding loans under the Revolving Credit Facility with no permanent reduction in the commitment under the Revolving Credit Facility. All such mandatory prepayments of the Term Loan A Facility and any Incremental Term Loans will be applied to the remaining scheduled amortization payments in direct order of maturity.

Mandatory prepayments in clause (b) above shall be subject to customary limitations to the extent required to be made from cash at non-U.S. restricted subsidiaries, the repatriation of which would result in material adverse tax consequences to the Borrower or any of its direct or indirect subsidiaries (as reasonably determined by the Borrower in good faith) or would be prohibited or restricted by applicable law (including repatriation of any cash); provided that in the case of material adverse tax consequences, on or before the date on which any net cash proceeds so retained would otherwise have been required to be applied to reinvestments or prepayments, the Borrower shall apply an amount equal to such net cash proceeds to such reinvestments or prepayments as if such amounts has been repatriated, less the amount of additional taxes that would have been payable or reserved against if such amount has been repatriated.

Any Lender may elect not to accept any mandatory prepayment (each a "Declining Lender"). Any prepayment amount declined by a Declining Lender (such amounts, "Declined Proceeds") may be retained by the Borrower and its restricted subsidiaries.

Optional Prepayments and Commitment Reductions:

Loans under the Senior Credit Facilities may be prepaid and unused commitments under the Revolving Credit Facility may be reduced at any time, in whole or in part, at the option of the Borrower, upon notice and in minimum principal amounts and in multiples to be agreed upon, without premium or penalty (except LIBOR breakage costs). Any optional prepayment of the Term Loan Facility or any Incremental Term Loan Facility will be applied as directed by the Borrower to the remaining scheduled amortization payments (and absent such direction, in direct order of maturity thereof).

Conditions to Closing and Initial Extensions of Credit:

The making of the initial extensions of credit under the Senior Credit Facilities will be subject solely to satisfaction of the conditions precedent set forth in the Conditions Annex.

Conditions to All Extensions of Credit After the Closing Date:

Each extension of credit under the Senior Credit Facilities after the Closing Date will be subject to satisfaction of the following conditions precedent: (a) all of the representations and warranties in the Financing

	Documentation shall be true and correct in all material respects (or if qualified by materiality or material adverse effect, in all respects) as of the date of such extension of credit, or if such representation speaks as of an earlier date, as of such earlier date (subject to customary "Sungard" limitations to the extent the proceeds of any Incremental Term Loans or Revolving Facility Increase are being used to finance a permitted acquisition or other permitted investment), (b) no default or event of default under the Senior Credit Facilities shall have occurred and be continuing or would result from such extension of credit and (c) with respect to credit extensions under the Revolving Credit Facility only, the Borrower shall have minimum revolver availability of at least $50 million until the first calculation date following the receipt by the Administrative Agent and the Lenders of the financial information and related compliance certificate for the fourth full fiscal quarter after the Closing Date (subject to customary "Sungard" limitations to the extent the proceeds of any Incremental Term Loans or Revolving Facility Increase are being used to finance a permitted acquisition or other permitted investment).
Representations and Warranties:	
	The following (which will be applicable to the Borrower and its restricted subsidiaries and will be subject to materiality thresholds and exceptions to be mutually agreed): organizational and legal status, financial statements; capital structure; organizational power and authority; no default; no conflict with laws or material agreements; enforceability; absence of material litigation, environmental regulations and liabilities; ERISA; necessary consents and approvals; compliance with all applicable laws and regulations including, without limitation, Regulations T, U and X, the Investment Company Act, the PATRIOT Act, environmental laws, FCPA, anti-corruption, anti-terrorism and anti-money laundering laws and OFAC; healthcare matters; payment of taxes and other obligations; ownership of properties; intellectual property; insurance; solvency; absence of any material adverse change (after the closing date); collateral matters including, without limitation, perfection and priority of liens; labor matters; and accuracy of disclosure.
Affirmative Covenants:	
	The following (which will be applicable to the Borrower and its restricted subsidiaries and will be subject to materiality thresholds and exceptions to be mutually agreed): use of proceeds; payment of taxes; continuation of business and maintenance of existence and rights and privileges; maintenance of all material contracts; necessary consents, approvals, licenses and permits; compliance with laws and regulations (including environmental laws, ERISA, the PATRIOT Act, FCPA, anti-corruption, anti-terrorism and antimoney laundering laws and OFAC); healthcare matters; maintenance of property and insurance (including hazard and business interruption insurance); maintenance of books and records; right of the Lenders to inspect property and books and records; notices of defaults, litigation and other material events; financial and collateral reporting (including annual audited and quarterly unaudited financial statements (in each case,

	accompanied by covenant compliance certificates and management discussion and analysis) and subsidiary level income statements and balance sheets on a quarterly basis until the first calculation date following the receipt by the Administrative Agent and the Lenders of the financial information and related compliance certificate for the fourth full fiscal quarter after the Closing Date, and annual updated budgets); management letters; additional Guarantors and Collateral; other collateral matters; and further assurances (including, without limitation, with respect to security interests in after-acquired property).
Negative Covenants:	The following (which will be applicable to the Borrower and its restricted subsidiaries and be subject to materiality thresholds and exceptions to be mutually agreed): limitation on debt (including disqualified equity interests); limitation on liens; limitation on negative pledges; limitation on loans, advances, acquisitions and other investments; limitation on dividends, distributions, redemptions and repurchases of equity interests; limitation on fundamental changes and asset sales and other dispositions (including, without limitation, sale-leaseback transactions); limitation on prepayments, redemptions and purchases of subordinated and other junior debt; limitation on transactions with affiliates; limitation on dividend and other payment restrictions affecting subsidiaries; limitation on changes in line of business, fiscal year and accounting practices; and limitation on amendment of organizational documents and junior debt documents.
Unrestricted Subsidiaries:	Subsidiaries may be permitted to be designated as "unrestricted" after the closing of the Senior Credit Facilities, and re-designated as "restricted", subject to customary terms and conditions including without limitation: (a) no default or event of default exists or would exist immediately after giving effect thereto, (b) each subsidiary to be designated as "unrestricted" and its subsidiaries has not at the time of designation, and does not thereafter, create, incur, issue, assume, guarantee or otherwise become directly or indirectly liable with respect to any debt pursuant to which the lender thereof has recourse to any of the assets of Borrower or any restricted subsidiary, (c) the value of and investments in such subsidiary will constitute investments, (d) designation of any unrestricted subsidiary as a restricted subsidiary shall constitute the incurrence at the time of designation of any debt, investments and/or liens of such subsidiary existing at such time, (e) all financial covenants would be satisfied on a pro forma basis after giving effect to such designation, (f) no restricted subsidiary may be designated as an unrestricted subsidiary if it was previously designated an unrestricted subsidiary or if it is a restricted subsidiary for purposes of any subordinated indebtedness or senior notes and (g) other terms and conditions to be agreed.
Financial Covenants:	(a) Maximum Total Leverage Ratio of 3.00 to 1.00; and

(b) Minimum Fixed Charge Coverage Ratio of 3.50 to 1.00, with steps up to 3.75 to 1.00 beginning the fifth full fiscal quarter after the Closing Date and 4.00 to 1.00 beginning the seventh full fiscal quarter after the Closing Date and thereafter.

(c) The financial covenants will apply to the Borrower and its restricted subsidiaries on a consolidated basis, with definitions, opening levels, step-ups or step-downs (as applicable) to be mutually agreed upon, but in any event "Fixed Charge Coverage Ratio" shall be generally defined as Consolidated EBITDA less (i) capital expenditures and (ii) certain restricted payments to the sum of (A) consolidated interest expense and (B) scheduled installments of principal.

(d) "Consolidated EBITDA" shall be generally defined in a to be mutually agreed and shall include, without limitation and duplication, add-backs for (1) remediation costs, restructuring and other acquisition integration related costs and other addbacks to be agreed, in aggregate of up to 15% of Consolidated EBITDA for any four quarter period and (2) noncash compensation charges, including any such charges arising from stock options, restricted stock grants and other equity incentive programs; provided that Consolidated EBITDA for the four quarter period ending on (a) the last day of the first full fiscal quarter following the Closing Date shall be deemed to be Consolidated EBITDA for such fiscal quarter multiplied by four, (b) the last day of the second full fiscal quarter following the Closing Date shall be deemed to be Consolidated EBITDA for the two-fiscal quarter period ending on such date multiplied by two, (c) the last day of the third full fiscal quarter following the Closing Date shall be deemed to be Consolidated EBITDA for the three-fiscal quarter period ending on such date multiplied by 4/3 and (d) the last day of the fourth full fiscal quarter following the Closing Date and thereafter shall be deemed to be Consolidated EBITDA calculated on a LTM basis.

Events of Default:

The following (with materiality thresholds, exceptions and cure periods to be mutually agreed): non-payment of principal when due; non-payment of interest or other amounts after a customary five business day grace period; inaccuracy of any representation or warranty in any material respect; non-performance of covenants and obligations with customary grace periods; cross-default and crossacceleration to debt for borrowed money in an amount to be agreed; change of control; bankruptcy or insolvency; impairment of security; ERISA; material judgments; and actual or asserted invalidity or unenforceability of any Financing Documentation or liens securing obligations under the Financing Documentation.

Defaulting Lender Provisions, Yield Protection and Increased Costs:

Customary for facilities of this type, including, without limitation, in respect of breakage or redeployment costs incurred in connection with prepayments, cash collateralization for Letters of Credit or Swingline Loans in the event any lender under the Revolving Credit Facility

becomes a Defaulting Lender (as such term shall be defined in the Financing Documentation, including for the avoidance of doubt, EU Bail-In provisions), changes in capital adequacy and capital requirements or their interpretation (provided that (i) all requests, rules, guidelines, requirements and directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision or by United States or foreign regulatory authorities, in each case pursuant to Basel III, and (ii) the Dodd- Frank Wall Street Reform and Consumer Protection Act and all request, rules, guidelines, requirements and directives thereunder or issued in connection therewith or in implementation thereof, shall in each case be deemed to be a change in law, regardless of the date enacted, adopted, issued or implemented), illegality, unavailability, reserves without proration or offset and payments free and clear of withholding or other taxes.

Assignments and Participations:

(a) Revolving Credit Facility: Subject to the consents described below (which consents will not be unreasonably withheld or delayed), each Lender will be permitted to make assignments to Eligible Assignees (to be defined in the Financing Documentation) in respect of the Revolving Credit Facility in a minimum amount equal to $5 million.

(b) Term Loan Facility: Subject to the consents described below (which consents will not be unreasonably withheld or delayed), each Lender will be permitted to make assignments to Eligible Assignees in respect of the Term Loan Facility and any Incremental Term Loan in a minimum amount equal to $1 million.

(c) Consents: The consent of the Borrower will be required for any assignment unless (i) a payment or bankruptcy Event of Default has occurred and is continuing, (ii) the assignment is to a Lender, an affiliate of a Lender or an Approved Fund (as such term shall be defined in the Financing Documentation) or (iii) the assignment is made in connection with the primary syndication of the Senior Credit Facilities and during the period commencing on the Closing Date and ending on the date that is 90 days following the Closing Date; provided that the Borrower shall be deemed to have consented to any such assignment unless it shall object thereto by written notice to the Administrative Agent within 5 business days after having received notice thereof. The consent of the Administrative Agent will be required for any assignment (i) in respect of the Revolving Credit Facility or an unfunded commitment under the Term Loan Facility, to an entity that is not a Lender with a commitment in respect of the applicable Facility, an affiliate of such Lender or an Approved Fund and (ii) in respect of the Term Loan Facility or any Incremental Term Loan Facility, to an entity that is not a Lender, an affiliate of a Lender or an Approved Fund. The consent of the Issuing Bank and the Swingline Lender will be required for any assignment under the Revolving Credit Facility. Participations will be permitted without the consent of the Borrower or the Administrative Agent.

(d) No Assignment or Participation to Certain Persons. Except as set forth in clause (e) below, no assignment or participation may be made to natural persons, Disqualified Institutions, the Borrower or any of its affiliates or subsidiaries; provided that the list of Disqualified Institutions may be posted or otherwise disclosed to all Lenders. No assignments may be made to any Defaulting Lender.

(e) Borrower Buybacks. The Borrower and its subsidiaries will be permitted to purchase term loans from the Lenders pursuant to Dutch auction procedures to be mutually and reasonably agreed, so long as all purchased debt is immediately and automatically extinguished upon purchase thereof and, in addition, subject to (A) no continuing default or event of default and (B) no proceeds of the Revolving Credit Facility being used to consummate such purchase. Neither the Borrower nor any of its affiliates shall be required to make a representation, as of the date of any such purchase, that it is not in possession of material nonpublic information with respect to the Borrower or its subsidiaries or their respective securities in connection with such purchase of loans and all parties to the relevant transactions shall render customary "big-boy" disclaimer letters or any such disclaimers shall be incorporated into the terms of the Financing Documentation.

Required Lenders:

On any date of determination, those Lenders who collectively hold more than 50% of the outstanding loans and unfunded commitments under the Senior Credit Facilities, or if the Senior Credit Facilities have been terminated, those Lenders who collectively hold more than 50% of the aggregate outstandings under the Senior Credit Facilities (the "Required Lenders"); provided that if any Lender shall be a Defaulting Lender (to be defined in the Financing Documentation) at such time, then the outstanding loans and unfunded commitments under the Senior Credit Facilities of such Defaulting Lender shall be excluded from the determination of Required Lenders.

Amendments and Waivers:

Amendments and waivers of the provisions of the Financing Documentation will require the approval of the Required Lenders, except that (a) the consent of all Lenders directly adversely affected thereby will be required with respect to (i) increases in the commitment of such Lenders, (ii) reductions of principal, interest, fees or other amounts, (iii) extensions of scheduled maturities or times for payment, (iv) reductions in the voting percentages and (v) except with respect to an extension made pursuant to the following paragraph, any pro rata sharing provisions, (b) the consent of all Lenders will be required with respect to releases of all or substantially all of the value of the Collateral or Guarantees and (c) the consent of the Lenders holding more than 50% of the outstanding loans and unfunded commitments under the Revolving Credit Facility shall be required to approve any amendment, waiver or consent for the purpose of satisfying a condition precedent to borrowing under the Revolving Credit Facility that would not be satisfied but for such amendment, waiver or consent.

On or before the final maturity date of each of the Senior Credit Facilities, the Borrower shall have the right to extend the maturity date of all or a portion of the Facilities with only the consent of the Lenders whose loans or commitments are being extended, and otherwise on terms and conditions to be mutually agreed by the Administrative Agent and the Borrower (which may include an increase in the interest rate and/or fees for Lenders providing the extension); it being understood that each Lender under the tranche the maturity date of which is being extended shall have the opportunity to participate in such extension on the same terms and conditions as each other Lender under such tranche.

The Financing Documentation will permit amendments thereof without the approval or consent of the Lenders to effect a permitted "repricing transaction" (i.e., a transaction in which any tranche of loans is refinanced with a replacement tranche of loans, or is modified with the effect of, bearing a lower rate of interest) other than any Lender holding loans subject to such "repricing transaction" that will continue as a Lender in respect of the repriced tranche of loans or modified loans.

The Financing Documentation will contain "yank-a-bank" provisions as are usual and customary for financings of this kind.

Indemnification:

The Credit Parties will indemnify the Lead Arrangers, the Administrative Agent, each of the Lenders and their respective affiliates, partners, directors, officers, agents, representatives and advisors (each, an "Indemnified Person") and hold them harmless from and against all liabilities, damages, claims, costs and expenses (including reasonable and documented fees, disbursements, settlement costs and other charges of one primary legal counsel (and, in the case of an actual or perceived conflict of interest where the Indemnified Person affected by such conflict notifies you of the existence of such conflict and thereafter retains its own counsel, another firm of counsel for such affected Indemnified Person) and one local counsel in each relevant jurisdiction, in each case, on behalf of the Administrative Agent and all Lenders (the "Agreed Counsel")) relating to the Transactions or any transactions related thereto and the Borrower's use of the loan proceeds or the commitments; provided that no Indemnified Person will have any right to indemnification for any of the foregoing to the extent resulting from the gross negligence, material breach in bad faith or willful misconduct of the Financing Documentation by, the relevant Indemnified Person or any of its affiliates or their respective partners, directors, officers, employees, agents, advisors or other representatives as determined by a final, non-appealable judgment of a court of competent jurisdiction or any dispute solely among the Indemnified Persons (other than claims against the Administrative Agent or a Lead Arranger in its capacity or in fulfilling its role as an Administrative Agent or arranger or any similar role under any Senior Credit Facility and other than any claims arising out of any act or omission of the Borrower or any of its affiliates); provided that the Borrower shall not be liable for any

	indirect, special, punitive or consequential damages (other than in respect of any such damages incurred or paid by an Indemnified Person to a third party and required to be indemnified pursuant to the indemnification provisions).
Expenses:	The Borrower shall pay (a) all reasonable and documented out-of-pocket expenses (including, without limitation, reasonable and documented fees and expenses of Agreed Counsel) of the Administrative Agent and the Lead Arrangers (in accordance with Conditions Annex for payments on the Closing Date, and thereafter not later than 10 business days following written demand therefor) associated with the syndication of the Senior Credit Facilities and the preparation, negotiation, execution, delivery and administration of the Financing Documentation and any amendment or waiver with respect thereto and (b) all reasonable and documented out-of-pocket expenses (including, without limitation, reasonable and documented fees and expenses of Agreed Counsel) of the Administrative Agent and each of the Lenders within 30 days following written demand therefor (together with backup documentation supporting such reimbursement request) in connection with the enforcement of the Financing Documentation or protection of rights thereunder.
Governing Law; Exclusive Jurisdiction and Forum:	The Financing Documentation will provide that each party thereto will submit to the exclusive jurisdiction and venue of the federal and state courts of the State of New York (except to the extent the Administrative Agent or any Lender requires submission to any other jurisdiction in connection with the exercise of any rights under any security document or the enforcement of any judgment). New York law will govern the Financing Documentation, except with respect to certain security documents where applicable local law is necessary for enforceability or perfection.
Waiver of Jury Trial and Punitive and Consequential Damages:	All parties to the Financing Documentation shall waive the right to trial by jury and the right to claim punitive or consequential damages.
Counsel for the Lead Arrangers and the Administrative Agent:	Cahill Gordon & Reindel LLP.

SCHEDULE I

INTEREST AND FEES

Interest:

At the Borrower's option, loans (other than Swingline Loans) will bear interest based on the Base Rate or LIBOR, as described below:

A. Base Rate Option

Interest will be at the Base Rate plus the applicable Interest Margin (as described below). The "Base Rate" is defined as the highest of (a) the greater of 0% and the Federal Funds Rate, as published by the Federal Reserve Bank of New York, plus 1/2 of 1%, (b) the prime commercial lending rate of the Administrative Agent, as established from time to time at its principal U.S. office (which such rate is an index or base rate and will not necessarily be its lowest or best rate charged to its customers or other banks) and (c) the daily LIBOR (as defined below) for a one month Interest Period (as defined below) plus 1%. Interest shall be payable quarterly in arrears on the last day of each calendar quarter and (i) with respect to Base Rate Loans based on the Federal Funds Rate and LIBOR, shall be calculated on the basis of the actual number of days elapsed in a year of 360 days and (ii) with respect to Base Rate Loans based on the prime commercial lending rate of the Administrative Agent, shall be calculated on the basis of the actual number of days elapsed in a year of 365/366 days. Any loan bearing interest at the Base Rate is referred to herein as a "Base Rate Loan". Base Rate Loans will be made on one business day's notice and will be in minimum amounts to be agreed upon.

B. LIBOR Option

Interest will be determined for periods ("Interest Periods") of one, two, three or six months (or twelve months if available and agreed to by all relevant Lenders) as selected by the Borrower and will be at an annual rate for Eurocurrency deposits for the corresponding deposits of U.S. dollars appearing on Reuters Screen LIBOR01 Page ("LIBOR") plus the applicable Interest Margin (as described below). LIBOR will be determined by the Administrative Agent at the start of each Interest Period and, other than in the case of LIBOR used in determining the Base Rate, will be fixed through such period. Interest will be paid on the last day of each Interest Period or, in the case of Interest Periods longer than three months, every three months, and will be calculated on the basis of the actual number of days elapsed in a year of 360 days. LIBOR will be adjusted for maximum statutory reserve requirements (if any) and in no event shall be less than 0%. Any loan bearing interest at LIBOR (other than a Base Rate Loan for which interest is determined by reference to LIBOR) is referred to herein as a "LIBOR Rate Loan".

LIBOR Rate Loans will be made on three business days' prior notice and, in each case, will be in minimum amounts to be agreed upon.

Swingline loans will bear interest at the Base Rate plus the applicable Interest Margin.

Default Interest:

Any principal or interest payable under or in respect of the Senior Credit Facilities not paid when due shall bear interest at the applicable interest rate plus 2% per annum. Other overdue amounts shall bear interest at the interest rate applicable to Base Rate Loans plus 2% per annum.

Interest Margins:

The applicable interest margins (the "Interest Margins") will be determined in accordance with the Pricing Grid set forth below.

Commitment Fee:

A commitment fee (the "Commitment Fee") will accrue on the unused amounts of the commitments under the Revolving Credit Facility, with exclusions for Defaulting Lenders. Swingline loans will, for purposes of the Commitment Fee calculations only, not be deemed to be a utilization of the Revolving Credit Facility. Such Commitment Fee will determined in accordance with the Pricing Grid set forth below. All accrued Commitment Fees will be fully earned and due and payable quarterly in arrears (calculated on a 360-day basis) for the account of the Lenders under the Revolving Credit Facility and will accrue from the Closing Date.

Letter of Credit Fees:

The Borrower will pay to the Administrative Agent, for the account of the Lenders under the Revolving Credit Facility, letter of credit participation fees equal to the Interest Margin for LIBOR Rate Loans under the Revolving Credit Facility, in each case, on the undrawn amount of all outstanding Letters of Credit.

Other Fees:

The Lead Arrangers and the Administrative Agent will receive such other fees as will have been agreed in a fee letter among them and the Borrower.

Pricing Grid:

The applicable Interest Margins and the Commitment Fee with respect to the Revolving Credit Facility shall be based on the Total Leverage Ratio pursuant to the following grid:

Level	Total Leverage Ratio	Interest Margin for LIBOR Rate Loans	Interest Margin for Base Rate Loans	Commitment Fee
I	Less than 1.00 to 1.00	1.50%	0.50%	0.20%
II	Greater than or equal to 1.00 to 1.00 but less than 2.00 to 1.00	1.75%	0.75%	0.25%
III	Greater than or equal to 2.00 to 1.00 but less than 2.50 to 1.00	2.00%	1.00%	0.30%
IV	Greater than or equal to 2.50 to 1.00	2.25%	1.25%	0.35%

The applicable Interest Margins and the Commitment Fee shall be based on Level IV of the Pricing Grid until the first calculation date following the receipt by the Administrative Agent and the Lenders of the financial information and related compliance certificate for the fourth full fiscal quarter after the Closing Date.

ANNEX B

$400 MILLION
SENIOR SECURED CREDIT FACILITIES

CONDITIONS ANNEX

Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Commitment Letter to which this Annex is attached or in Annex A to the Commitment Letter

Closing and the making of the initial extensions of credit under the Senior Credit Facilities will be subject to the satisfaction, or waiver by the Lead Arrangers, of the following conditions precedent:

1. The Financing Documentation, which shall be consistent, in each case, with the Commitment Documents, will have been executed and delivered to the Lead Arrangers, and the Administrative Agent shall have received customary legal opinions, customary evidence of authorization, copies of organizational documents, customary insurance certificates, customary good standing certificates (with respect to the applicable jurisdiction of incorporation or organization of each Credit Party) and a customary officer's certificate. In no event, shall the Closing Date occur prior to January 2, 2017.

2. Subject in all respects to the Limited Conditionality Provisions, all documents and instruments required to create and perfect the Administrative Agent's security interest in the Collateral shall have been executed and delivered and, if applicable, be in proper form for filing.

3. Since the date hereof, there shall not have occurred any event, change, circumstance, development, state of facts, occurrence or effect that has had or would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect (as defined in the Acquisition Agreement).

4. The Lead Arrangers will have received, in form and substance reasonably satisfactory to the Lead Arrangers, true and correct fully-executed copies of documentation for the Acquisition and other aspects of the Transactions, including the Stock and Asset Purchase Agreement executed in connection with the Acquisition and all exhibits and schedules thereto (the "Acquisition Agreement") (it being understood and agreed that the copy of the Acquisition Agreement delivered via email to the Commitment Parties from Daniel Rees of Latham & Watkins LLP at 7.27 AM (Eastern) on October 6, 2016 (including the exhibits thereto to the extent so provided) is reasonably satisfactory to the
Lead Arrangers). The final Transition Services Agreement shall be satisfactory to the Lead Arrangers (it being understood and agreed that the copy of the Transition Services Agreement delivered via email to the Commitment Parties from Daniel Rees of Latham & Watkins LLP at 5.11 AM (Eastern) on October 6, 2016 is reasonably satisfactory to the Lead Arrangers). The Acquisition shall be consummated substantially concurrently with the initial funding of the Senior Credit Facilities in accordance with the Acquisition Agreement without giving effect to any waiver, modifications or consent thereunder that is materially adverse to the interests of the Lenders or the Lead Arrangers (in their capacities as such); it being understood that (a) any increase in the purchase price of, or consideration for, the Acquisition shall be deemed to be materially adverse unless funded solely by the issuance by Borrower of common equity or otherwise approved by the Lead Arrangers, (b) any decrease in the purchase price of, or consideration for, the Acquisition of not more than 10% is not materially adverse to the interests of Lenders so long as such purchase price decrease is applied to reduce the amount of the Term Loan A Facility, (c) any change in the third party beneficiary rights applicable to the Lead Arrangers and the Lenders or the governing law shall be deemed to be materially adverse to the interests of the Lenders unless approved by the Lead Arrangers and (d) any amendment, waiver or consent in respect of the definition of "Material Adverse Effect" in the Acquisition Agreement shall be deemed to be materially adverse to the interests of the Lenders.

5. The Lead Arrangers shall have received:

(a) with respect to the Borrower and its subsidiaries, (i) audited consolidated balance sheets and related consolidated statements of income, shareholder's equity and cash flows for the three most recently completed fiscal years ended at least 90 days prior to the Closing Date (it being understood that the Lead Arrangers hereby acknowledge receipt of all audited financial statements for the fiscal years ended December 31, 2013, December 31, 2014 and December 31, 2015) and (ii) unaudited consolidated balance sheets and related consolidated statements of income and cash flows for each interim fiscal quarter ended since the last audited financial statements and at least 45 days prior to the Closing Date (it being understood that the Lead Arrangers hereby acknowledge receipt of all unaudited financial statements for the fiscal quarters ended March 31, 2016 and June 30, 2016;

(b) with respect to the Acquired Company and its subsidiaries, (i) audited consolidated balance sheets and related consolidated statements of income, shareholder's equity and cash flows for the two most recently completed fiscal years ended at least 90 days prior to the Closing Date and nine-month period ending September 30, 2016; provided that the financial statements for the nine-month period ending on September 30, 2016 may be unaudited but shall be reviewed by Deloitte & Touche LLP as part of their ongoing "Quality of Earnings" report (it being understood that the Lead Arrangers hereby acknowledge receipt of all audited financial statements for the fiscal years ended December 31, 2014 and December 31, 2015) and (ii) unaudited consolidated balance sheets and related consolidated statements of income for each interim fiscal quarter in 2017 ended since the last audited financial statements and at least 45 days prior to the Closing Date;

(c) a pro forma consolidated balance sheet and related pro forma consolidated statements of income and cash flows of the Borrower for the most recently ended fiscal quarter or fiscal year, as applicable, for which financial statements are required to be provided under clause (a) and clause (b) above, prepared after giving pro forma effect to each element of the Transactions as if the Transactions had occurred on the last day of such four quarter period (in the case of such balance sheet) or at the beginning of such period (in the case of such other financial statements), which need not be prepared in compliance with Regulation S-X of the Securities Act of 1933, as amended, or include adjustments for purchase accounting; and (d) a certificate from the chief financial officer of the Borrower substantially in the form attached as Annex C, certifying that after giving pro forma effect to each element of the Transactions the Borrower and its subsidiaries (on a consolidated basis) are solvent.

6. Immediately following the Transactions, neither the Borrower nor any of its subsidiaries shall have any indebtedness or preferred equity other than (i) the Facilities as set forth in the Commitment Letter, (ii) any indebtedness of the Acquired Company and its subsidiaries permitted to be outstanding under the Acquisition Agreement and (iii) any other indebtedness that the Lead Arrangers and the Credit Parties may agree to.

7. The Lead Arrangers shall have received, at least 3 business days prior to the Closing Date, all documentation and other information about the Borrower and the Guarantors required by regulatory authorities under applicable "know your customer" and anti-money laundering rules and regulations, including, without limitation, the PATRIOT Act, that has been requested in writing at least 10 business days prior to the Closing Date.

8. The Lead Arrangers shall have been afforded a period of at least 15 consecutive calendar days after receipt of a customary confidential information memoranda (it being understood and agreed that such information shall not include any information customarily delivered by an investment bank in the preparation of such confidential information memoranda) to be used in connection with the syndication of the Senior Credit Facilities (such confidential information memorandum, together with the information described under clauses (a), (b) and (c) of this paragraph 5, the "Required Bank Information") (it being understood and agreed that for the avoidance of doubt the provision of any information described in clauses (a), (b) and (c) of paragraph 5 above after the initial delivery of the Required Bank Information shall not result in the "restart" of the Marketing Period); provided such period shall not include any date from November 23, 2016 through and including November 27, 2016, and if such period has not ended on or before December 19, 2016, it shall not commence before January 3, 2017. If you shall in good faith reasonably believe that you have delivered the Required Bank Information, you may deliver to the Lead Arrangers written notice to that effect (stating when you believe you completed any such delivery), in which case you shall be deemed to have delivered such Required Bank

Information on the date specified in such notice and the Marketing Period shall be deemed to have commenced on the date specified in such notice, unless the Lead Arrangers in good faith reasonably believe that you have not completed delivery of such Required Bank Information and, within three business days after its receipt of such notice from you, the Lead Arrangers deliver a written notice to you to that effect (stating with specificity what Required Bank Information you have not delivered).

9. To the extent invoices are delivered at least three business days prior to the Closing Date, all fees and expenses due to the Lead Arrangers, the Administrative Agent and the Lenders required to be paid on the Closing Date (including the fees and expenses of counsel for the Lead Arrangers and the Administrative Agent) will have been paid.

10. The Specified Representations and the Specified Acquisition Agreement Representations will be true and correct in all material respects (or if qualified by materiality or material adverse effect, in all respects) on the Closing Date (unless such Specified Representations relate to an earlier date, in which case, such Specified Representations will be true and correct in all material respects (or if qualified by materiality or material adverse effect, in all respects) as of such earlier date).

ANNEX C

SOLVENCY CERTIFICATE

[____], 20[ ]

Pursuant to Section [_] of Credit Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among [_____], the undersigned [chief financial officer] [other officer with equivalent duties] of the Borrower hereby certify as of the date hereof, solely on behalf of the Borrower and not in its individual capacity and without assuming any personal liability whatsoever, that:

1. I am familiar with the finances, properties, businesses and assets of the Borrower and its Subsidiaries. I have reviewed the Loan Documents and such other documentation and information and have made such investigation and inquiries as I have deemed necessary and prudent therefor. I have also reviewed the consolidated financial statements of the Borrower and its Subsidiaries, including projected financial statements and forecasts relating to income statements and cash flow statements of the Borrower and its Subsidiaries.

2. On the Closing Date, after giving effect to the Transactions, the Borrower and its Subsidiaries (on a consolidated basis) (a) have assets with fair value greater than the total amount of their debts and liabilities, contingent (it being understood that the amount of contingent liabilities at any time shall be computed as the amount that, in light of all the facts and circumstances existing at such time, represents the amount that can reasonably be expected to become an actual or matured liability), subordinated or otherwise, (b) have assets with present fair salable value greater than the amount that will be required to pay their liability on their debts and liabilities, subordinated, contingent or otherwise, as they become absolute and matured, (c) will be able to pay their debts and liabilities, subordinated, contingent or otherwise, as they become absolute and matured and (d) are not engaged in business or a transaction, and are not about to engage in business or a transaction, for which their property would constitute an unreasonably small capital.

All capitalized terms used but not defined in this certificate shall have the meanings set forth in the Credit Agreement.

[*SIGNATURE PAGE TO FOLLOW*]

IN WITNESS WHEREOF, I have executed this Certificate as of the date first written above.

ICU MEDICAL, INC.
By: _____
Name:
Title:

EXHIBIT B

FORM OF SHAREHOLDERS AGREEMENT

This Shareholders Agreement (this "Agreement") is dated and effective as of [-] between and among ICU Medical, Inc. a Delaware corporation (the "Company"), and Pfizer Inc., a Delaware corporation (the "Shareholder"). The Company and the Shareholder are referred to in this Agreement individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the Company and the Shareholder are parties to a Stock and Asset Purchase Agreement dated as of October 6, 2016 (the "Purchase Agreement"), pursuant to which the Company will acquire the Business (as defined in the Purchase Agreement) from the Shareholder and its Affiliates in exchange for cash and the issuance by the Company of shares of Common Stock to the Shareholder;

WHEREAS, the transactions contemplated by the Purchase Agreement have been consummated as of the date of this Agreement and, pursuant to the Purchase Agreement, the Company has issued to the Shareholder an aggregate of [-] shares of Common Stock (the "Initial Shares"), representing approximately [-]% (the "Initial Share Percentage") of the total outstanding shares of Common Stock as of immediately prior to the consummation of the transactions contemplated by the Purchase Agreement;

WHEREAS, the Parties are entering into this Agreement for the purposes of setting forth their agreement and understanding relating to the ownership of Shares by the Shareholder and certain other matters; and

WHEREAS, the execution and delivery of this Agreement is a condition to the obligations of the Parties to consummate the transactions contemplated by the Purchase Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and their respective representations, warranties, covenants and agreements set forth in this Agreement, and intending to be legally bound hereby, the Parties agree as follows:

ARTICLE 1

Definitions

Section 1.1. Definitions. In addition to the terms defined elsewhere in this Agreement, the following terms have the meanings set forth in this Section 1.1:

"Affiliate" (including, with a correlative meaning, "affiliated") means, when used with respect to a specified Person, a Person that directly or indirectly, through one or more intermediaries, Controls, is Controlled by or is under common Control with such specified Person.

"Anti-Corruption Laws" means all applicable anti-bribery and anti-corruption laws, including the Foreign Corrupt Practices Act and the United Kingdom's Bribery Act 2010.

"Beneficially Own", "Beneficial Owner" and "Beneficial Ownership" mean, with respect to any securities, having "beneficial ownership" of such securities for purposes of Rule 13d-3 or 13d-5 under the Exchange Act. In addition, a Person shall be deemed to be the Beneficial Owner of, and shall be deemed to Beneficially Own and have Beneficial Ownership of, any securities which are the subject of, or the reference securities for, or that underlie, any Derivative Instrument of such Person, with the number of securities Beneficially Owned being the notional or other number of securities specified in the documentation evidencing the Derivative Instrument as being subject to be acquired upon the exercise or settlement of such Derivative Instrument or as the basis upon which the value or settlement amount of such Derivative Instrument is to be calculated in whole or in part or, if no such number of securities is specified in such documentation, as determined by the Board of Directors in its sole discretion to be the number of securities to which the Derivative Instrument relates.

"Blackout Period" has the meaning set forth in Section 5.2.

"Board of Directors" means the board of directors of the Company.

"Business Day" means any day except any Saturday, any Sunday, any day which is a federal legal holiday in the United States or any day on which banking institutions in the State of New York are authorized or required by Law or other governmental action to close.

"Company Competitor" means those competitors of the Company identified on Schedule I to this Agreement, as such Schedule I is supplemented or amended from time to time to add successors thereto or acquirers thereof, in each case with the consent of the Shareholder, not to be unreasonably withheld, conditioned or delayed.

"Common Stock" means the shares of common stock of the Company, par value $0.10 per share.

"Contract" means any contract, agreement, instrument, undertaking, indenture, commitment, loan, license, settlement, consent, note or other legally binding obligation (whether or not in writing).

"Control", "Controlled" and "Controlling" mean, when used with respect to any specified Person, the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities or other interests, by Contract or otherwise, and the terms "Controlled by" and "under common Control with" shall be construed accordingly.

"Current Directors" means directors serving on the Board of Directors as of the date of this Agreement.

"Derivative Instrument" means any and all derivative securities (as defined under Rule 16a1 under the Exchange Act) that increase in value as the value of any Equity Securities of the Company increases, including a long convertible security, a long call option and a short put option position, in each case, regardless of whether (a) such derivative security conveys any voting rights in any Equity Security, (b) such derivative security is required to be, or is capable of being, settled through delivery of any Equity Security or (c) other transactions hedge the value of such derivative security.

"Equity Right" means, with respect to any Person, any security (including any debt security or hybrid debtequity security) or obligation convertible into or exercisable or exchangeable for, or giving any Person any right to subscribe for or acquire, or any options, calls, warrants, restricted shares, restricted shares units, deferred share awards, share units, "phantom" awards, dividend equivalents, participations, interests, rights or commitments relating to, or any share appreciation right or other instrument the value of which is determined in whole or in part by reference to the market price or value of, shares of capital stock or earnings of such Person.

"Equity Securities" means (a) Shares or other capital stock or equity interests or equity-linked interests of the Company and (b) Equity Rights that are directly or indirectly exercisable or exchangeable for or convertible into Shares or other capital stock or equity interests or equity-linked interests of the Company.

"Exchange Act" means the United States Securities Exchange Act of 1934 and the rules and regulations promulgated thereunder.

"FINRA" means the Financial Industry Regulatory Authority.

"GAAP" means generally accepted accounting principles in the United States.

"Governmental Authority" means any (a) nation, region, state, county, city, town, village, district or other jurisdiction, (b) federal, state, local, municipal, foreign or other government, (c) department, agency or instrumentality of a federal, state, local, municipal, foreign or other government, including any state-owned or state controlled instrumentality of a foreign or other government, (d) governmental or quasi-governmental entity of any nature (including any governmental agency, branch, department or other entity and any court or other tribunal), (e) international or multinational organization formed by states, governments or other international organizations, (f) organization that is designated by executive order pursuant to Section 1 of the United States International Organizations Immunities Act (22 U.S.C. 288 of 1945), as amended, and the rules and regulations promulgated thereunder or (g) other body (including any industry or self-regulating body) exercising, or entitled to exercise, any administrative, executive, judicial, legislative, police or regulatory authority or power of any nature.

"Group" has the meaning assigned to such term in Section 13(d)(3) of the Exchange Act.

"Group Member" means, with respect to any specified Person, any Affiliate of the specified Person that is, directly or indirectly, Controlled by the specified Person and includes any Person with respect to which the specified Person is a direct or indirect Subsidiary.

"Hedging Arrangement" means any transaction or arrangement, including through the creation, purchase or sale of any security, including any security-based swap, swap, cash-settled option, forward sale agreement, exchangeable note, total return swap or other derivative, in each case, the effect of which is to hedge the risk of owning Equity Securities.

"Incumbent Directors" means (a) the Current Directors, (b) new directors nominated or appointed by a majority of the Current Directors and (c) other directors nominated or appointed by a majority of the Current Directors and other Incumbent Directors.

"Law" means any supranational, international, national, federal, state, provincial, local or similar law (including common law), statute, code, order, ordinance, rule, regulation, treaty (including any tax treaty), license, permit, authorization, approval, consent, decree, injunction, binding judicial or administrative interpretation, in each case enacted, promulgated issued or entered by a Governmental Authority.

"Lock-Up Period" means the period from the date of this Agreement until the earlier of the date (x) of the expiration of the Term (as defined in the Transitional Services Agreement dated the date hereof between [the Shareholder] and [the Company]) and (y) that is eighteen (18) months following the date of this Agreement.

"Permitted Transferee" means the Shareholder and any direct or indirect wholly owned Subsidiary of the Shareholder; provided that if any such transferee of Shares ceases to be a direct or indirect wholly owned Subsidiary of the Shareholder, (a) such transferee shall, and the Shareholder shall procure that such transferee shall, immediately Transfer back the transferred Shares to the applicable transferor, or, if such transferor by that time is no longer a Permitted Transferee, to the Shareholder, as if such Transfer of such Shares had not taken place ab initio, and (b) the Company shall no longer, and shall instruct its transfer agent and other third parties to no longer, record or recognize such Transfer of such Shares on the shareholders' register of the Company.

"Person" means an individual, corporation, limited liability company, general or limited partnership, joint venture, association, trust, unincorporated organization, Governmental Authority, other entity or Group.

"Prohibited Transferee" means any Person who, to the actual knowledge of the Shareholder (with respect to clauses (ii) and (iii), based solely upon publicly available information), is (i) a Company Competitor, (ii) a Person that has filed or is part of a "group" (as defined in Section 13(d) of the Exchange Act) that has filed a Schedule 13D with the SEC in respect of any class of equity securities of the Company, or (iii) a Person who at the time of such Transfer Beneficially Owns more than 5% of the Voting Securities.

"Registrable Securities" means (a) the Initial Shares, (b) any shares of Common Stock issued or issuable with respect to the Initial Shares on or after the date of this Agreement by way of a share dividend, distribution or share split or in connection with a reclassification, exchange, readjustment or combination of shares, recapitalization, merger, consolidation, other reorganization or similar events and (c) any other shares of Common Stock that are Beneficially Owned by the Shareholder. As to any particular Registrable Securities, such securities shall cease to be Registrable Securities if (i) a Registration Statement with respect to the sale of such securities has become effective under the Securities Act and such securities have been disposed of pursuant to such effective Registration Statement, (ii) such securities were disposed of pursuant to Rule 144, (iii) such securities have been Transferred in violation of Section 2.1 of this Agreement or (iv) such securities cease to be outstanding.

"Registration Statement" means any registration statement of the Company that covers any Registrable Securities and all amendments and supplements to any such registration statement, including post-effective amendments, in each case including the prospectus contained therein, all exhibits thereto and all material incorporated by reference therein.

"Representatives" means, as to any Person, its Affiliates and its and their respective directors, officers, managers, employees, agents, attorneys, accountants, financial advisors and other advisors or representatives.

"Required Registration Statement" means a Registration Statement that covers the Registrable Securities requested to be included therein pursuant to the provisions of Section 5.1 on an appropriate form pursuant to the Securities Act (other than pursuant to Rule 415), and which form is available for the sale of the Registrable Securities in accordance with the intended method or methods of distribution thereof, and all amendments and supplements to such Registration Statement, including post-effective amendments, in each case including the prospectus contained therein, all exhibits thereto and all material incorporated by reference therein.

"Required Shelf Registration Statement" means a Registration Statement that covers the Registrable Securities requested to be included therein pursuant to the provisions of Section 5.1 on an appropriate form or any similar successor or replacement form (in accordance with Section 5.1) pursuant to Rule 415, and which form is available for the sale of the Registrable Securities in accordance with the intended method or methods of distribution thereof, and all amendments and supplements to such Registration Statement, including post-effective amendments, in each case including the prospectus contained therein, all exhibits thereto and all material incorporated by reference therein.

"Rule 144" means Rule 144 promulgated by the SEC pursuant to the Securities Act, as such Rule may be amended from time to time, or any similar rule or regulation hereafter adopted by the SEC having substantially the same effect as such Rule.

"Rule 415" means Rule 415 promulgated by the SEC pursuant to the Securities Act, as such Rule may be amended from time to time, or any similar rule or regulation hereafter adopted by the SEC having substantially the same effect as such Rule.

"SEC" means the United States Securities and Exchange Commission.

"Securities Act" means the Securities Act of 1933 and the rules and regulations promulgated thereunder.

"Share Percentage Cap" means the Initial Share Percentage; provided that (a) immediately following any Transfer of Shares by the Shareholder (other than to a Permitted Transferee), the Share Percentage Cap shall be reduced to a percentage equal to (i) the aggregate number of Shares that are Beneficially Owned by the Shareholder and its Group Members immediately following such Transfer of Shares (excluding any Shares for which Beneficial Ownership was acquired in violation of this Agreement prior to such Transfer), divided by (ii) the aggregate number of Shares outstanding immediately following such Transfer of Shares; (b) the Share Percentage Cap shall in no event be less than 5%; and (c) to the extent that any Shares that are deemed to have been Transferred pursuant to any Hedging Arrangement are subsequently returned or released to the Shareholder by a counterparty with respect to such Hedging Arrangement (including as a result of the Shareholder electing cash settlement of such Hedging Arrangement), such Shares shall be treated as if they had not been Transferred by the Shareholder for purposes of this Agreement and the Share Percentage Cap shall be adjusted accordingly.

"Shares" means (a) the Initial Shares, (b) any Equity Securities issued or issuable with respect to the Initial Shares on or after the date of this Agreement by way of a share dividend or share split or in connection with a combination of shares, recapitalization, merger, consolidation or other reorganization and (c) any other Equity Securities held by the Shareholder or any of its Affiliates.

"Standstill Level" means, as of any date, a number of Shares equal to (a) the Share Percentage Cap, *multiplied by* (b) the number of shares of Common Stock outstanding on such date.

"Standstill Period" means the period beginning on the date hereof and ending on the first Business Day following the later of the date on which (x) the Shareholder and its Group Members collectively Beneficially Own a number of Shares less than 5% of the then issued and outstanding shares of Common Stock, (y) the Shareholder no longer has the right, under Article VI of this Agreement, to designate an individual for election to the Board of Directors and (z) a director designated by the Shareholder for appointment or election to the Board of Directors ceases serving on the Board of Directors.

"Subsidiary" means, with respect to a specified Person, any corporation or other Person of which securities or other interests having the power to elect a majority of that corporation's or other Person's board of directors or similar governing body, or otherwise having the power to direct the business and policies of that corporation or other Person (other than securities or other interests having such power only upon the happening of a contingency that has not occurred) are held by the specified Person or one or more of its Subsidiaries.

"Voting Securities" means the Shares and any other securities of the Company entitled to vote at any general meeting of the Company.

Section 1.2. Additional Defined Terms. For purposes of this Agreement, the following terms have the meanings specified in the indicated Section of this Agreement:

Defined Term	Section
Agreement	Preamble
Automatic Shelf Registration Statement	Section 5.3
Company	Preamble
Demand Registration	Section 5.1
Initial Share Percentage	Recitals
Initial Shares	Recitals
Lock-Up Period Permitted Transfer	Section 2.1(a)
Other Registrable Securities	Section 5.5(b)(ii)
Parties	Preamble
Piggyback Registration	Section 5.5(a)
Piggyback Requests	Section 5.5(a)
Purchase Agreement	Recitals
Registration Expenses	Section 5.8
Request	Section 5.1
Requested Information	Section 5.9
Shareholder	Preamble
Shelf Registration	Section 5.1
Transfer	Section 2.1
WKSI	Section 5.3

Section 1.3. Construction. Unless expressly specified otherwise, whenever used in this Agreement, the terms "Article," "Exhibit," "Schedule" and "Section" refer to articles, exhibits, schedules and sections of this Agreement. Whenever used in this Agreement, the terms "hereby," "hereof," "herein" and "hereunder" and words of similar import refer to this Agreement as a whole, including all articles, sections, schedules and exhibits hereto. Whenever used in this Agreement, the terms "include," "includes" and "including" mean "include, without limitation," "includes, without limitation" and "including, without limitation," respectively. Whenever the context of this Agreement permits, the masculine, feminine or neuter gender, and the singular or plural number, are each deemed to include the others. "Days" means calendar days unless otherwise specified. Unless expressly specified otherwise, all payments to be made in accordance with or under this Agreement shall be made in U.S. Dollars (USD$). References in this Agreement to particular sections of a Law shall be deemed to refer to such sections or provisions as they may be amended after the date of this Agreement. The Parties have participated jointly in the negotiation and drafting of this Agreement and in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party (or any Affiliate thereof) by virtue of the authorship of any of the provisions of this Agreement.

ARTICLE 2

Transfer Restrictions

Section 2.1. Restrictions on Transfer. The right of the Shareholder and its Affiliates to directly or indirectly, in any single transaction or series of related transactions, sell, assign, pledge, hypothecate or otherwise transfer (or enter into any Contract or other obligation regarding the future sale, assignment, pledge or transfer of) Beneficial Ownership of (each, a "Transfer") any Shares is subject to the restrictions set forth in this Article 2, and no Transfer of Shares by the Shareholder or any of its Affiliates may be effected except in compliance with this Article 2 and in accordance with all applicable Laws. Any attempted Transfer in violation of this Agreement shall be of no effect and null and void, regardless of whether the purported transferee has any actual or constructive knowledge of the Transfer restrictions set forth in this Agreement, and shall not be recorded on the stock transfer books of the Company or any local custodian or transfer agent.

(a) Until the expiration of the Lock-Up Period, the Shareholder shall not directly or indirectly, in any single transaction or series of related transactions, Transfer any Shares without the prior written consent of the Company, other than the following Transfers (each, a "Lock-Up Period Permitted Transfer"):

(i) a Transfer of Shares in response to a tender or exchange offer by any Person that has been approved or recommended by the Board of Directors;

(ii) a Transfer of Shares to the Company or a Subsidiary of the Company;

(iii) a Transfer of Shares to a Permitted Transferee, so long as such Permitted Transferee, to the extent it has not already done so, executes a customary joinder to this Agreement, in form and substance reasonably acceptable to the Company, in which such Permitted Transferee agrees to be bound by the terms of this Agreement as if such Permitted Transferee was an original party hereto;

(i) a Transfer required by Law;

(ii) a Transfer of Shares pursuant to Section 5.5 and meeting the requirements of Section 2.1(c)(ii); and

(vi) a Transfer of Shares in connection with which the Shareholder's rights under this Agreement are assigned to the Transferee pursuant to Section 7.6(b)(i).

(b) Following the Lock-Up Period, the Shareholder shall be entitled to Transfer any Shares in its sole discretion, provided that Shareholder shall not directly or indirectly, in any single transaction or series of related transactions, Transfer any Shares:

(i) other than in accordance with all applicable Laws and the other terms and conditions of this Agreement; or

(ii) to a Prohibited Transferee (except in a Non-Prohibited Transfer).

Nothing in this Agreement shall prevent the Shareholder or its Representatives from entering into discussions with the Company or one or more financial institutions in connection with an offering effected pursuant to Section 5.4 and 5.5 after the end of the Lock-up Period, provided that such discussions are not publicly disclosed.

(c) A "Non-Prohibited Transfer" means, in each case, so long as such Transfer is in accordance with applicable Law:

(i) any Lock-Up Period Permitted Transfer;

(ii) a Transfer of Shares effected through an offering constituting a "public offering" as defined or interpreted in IM-5635-3 under Rule 5635(d) of the Nasdaq Stock Market, pursuant to an exercise of the registration rights provided in Article 5;

(iii) a Transfer of Shares effected through a "brokers' transaction" as defined in Rule 144(g) executed on a securities exchange or overthe-counter market by a securities broker-dealer acting as agent for the Shareholder (so long as such Transfer is not directed by the Shareholder to be made to a particular counterparty or counterparties);

(iv) a Transfer of Shares to a counterparty in connection with a Hedging Arrangement, including any related Transfer of Shares or other Equity Securities by any such counterparty to any other Person (so long as such Transfer by such counterparty is not at the express direction of the Shareholder and the counterparty is not a Prohibited Transferee);

(v) a Transfer of Shares in any underwritten offering.

(d) Notwithstanding anything to the contrary contained herein, the Shareholder shall at no time Transfer, or cause or permit the Transfer of, any Shares, if such Transfer would violate any applicable Law or in connection with any "tender offer" (as such term is used in Regulation 14D under the Exchange Act) not approved or recommended by the Board of Directors.

(e) Nothing in this Agreement shall prevent the Shareholder or its Representatives from entering into discussions with the Company or one or more financial institutions in connection with a Lock-Up Period Permitted Transfer or an offering to be effected pursuant to Section 5.4 and 5.5 after the end of the Lock-up Period, provided that such discussions are not publicly disclosed.

(f) The entry by the Shareholder into a Hedging Arrangement with respect to Shares shall be deemed to be a Transfer of such Shares for purposes of this Agreement and shall be subject to the provisions of this Section 2.1.

ARTICLE 3

Voting

Section 3.1. Voting Agreement.

(a) So long as the aggregate number of Shares that are Beneficially Owned by the Shareholder and its Group Members, as a group, is greater than or equal to 5% of the then issued and outstanding shares of Common Stock, the Shareholder shall cause all of the Voting Securities that are Beneficially Owned by it or any of its Group Members or over which it or any of its Group Members has voting control to be voted (i) in favor of all those persons nominated and recommended to serve as directors of the Company by the Board of Directors or any applicable committee thereof, (ii) with respect to any matter directly relating to remuneration of directors, directors' insurance or indemnification or release from liability of directors, in a manner proportionally consistent with the vote of shares of Common Stock not Beneficially Owned by the Shareholder or any of its Group Members, and (iii) with respect to any other action, proposal or matter to be voted on by the shareholders of the Company (including through action by written consent), in accordance with the recommendation of the Board of Directors or any applicable committee thereof. Notwithstanding the foregoing, the Shareholder and its Group Members shall be free to vote at their discretion in connection with any proposal submitted for a vote of the shareholders of the Company in respect of (A) the issuance of Equity Securities in connection with any merger, consolidation or business combination of the Company, (B) any merger, consolidation or business combination of the Company or (C) the sale of all or substantially all the assets of the Company, except in each of clause (A), (B) and (C) where such proposal has not been approved or recommended by the Board of Directors, in which event the preceding sentence shall apply.

(b) So long as the aggregate number of Shares that are Beneficially Owned by the Shareholder and its Group Members, as a group, is greater than or equal to 5% of the then issued and outstanding shares of Common Stock, with respect to any matter that the Shareholder is required to vote on in accordance with Section 3.1(a), the Shareholder shall cause each Voting Security owned by it or over which it has voting control to be voted by completing the proxy forms distributed by the Company, and not by any other means. The Shareholder shall use reasonable best efforts to deliver the completed proxy form to the Company no later than five (5) Business Days prior to the date of such general meeting of the Company. Upon the written request of the Company, the Shareholder hereby agrees to use reasonable best efforts to take such further action or execute such other instruments as may be reasonably necessary to effectuate the intent of this Section 3.1(b).

ARTICLE 4

Standstill

Section 4.1. During the Standstill Period, the Shareholder shall not, directly or indirectly, and shall cause its Representatives (to the extent acting on behalf of the Shareholder) and Group Members directly or indirectly not to, without the prior written consent of, or waiver by, the Company:

(a) subject to Section 4.2, acquire, offer or seek to acquire, agree to acquire or make a proposal (including any private proposal to the Company or the Board of Directors) to acquire, by purchase or otherwise, any securities (including any Equity Securities or Voting Securities, but excluding debt securities) or Derivative Instruments, or direct or

indirect rights to acquire any securities (including any Equity Securities or Voting Securities, but excluding debt securities) or Derivative Instruments, of the Company or any Subsidiary or Affiliate of the Company, or any securities (including any Equity Securities or Voting Securities, but excluding debt securities) or indebtedness convertible into or exchangeable for any such securities; [provided that the Shareholder may acquire, offer or seek to acquire, agree to acquire or make a proposal to acquire Shares (and any securities (including any Equity Securities or Voting Securities, but excluding debt securities) convertible into or exchangeable for Shares) and Derivative Instruments, if, immediately following such acquisition, the collective Beneficial Ownership of Shares of the Shareholder and its Group Members, as a group, would not exceed the Standstill Level;] provided that nothing in this Agreement, including in this Section 4.1(a), shall prohibit the Shareholder or any of its Group Members from making a non-public offer to the Board of Directors so long as the Shareholder or such Group Member reasonably believes that such offer will not result in the Company or the Shareholder or their Affiliates being required by applicable law to disclose the making of such offer promptly following the making thereof;

(b) offer, or seek to acquire, or participate in any acquisition of assets or business of the Company and its Subsidiaries;

(c) conduct, fund or otherwise become a participant in any "tender offer" (as such term is used in Regulation 14D under the Exchange Act) involving Equity Securities, Voting Securities or any securities convertible into, or exercisable or exchangeable for, Equity Securities or Voting Securities, in each case not approved by the Board of Directors;

(d) otherwise act in concert with others to seek to control or influence the Board of Directors or shareholders of the Company or its Subsidiaries or Affiliates; provided that nothing in this clause (d) shall preclude the Shareholder or its Representatives from engaging in discussions with the Company or its Representatives or the Shareholder's designated and/or nominated director to the Board of Directors pursuant to Section 6.2 from engaging in any activities in his or her capacity as such designated and/or nominated director;

(e) make or join or become a participant (as defined in Instruction 3 to Item 4 of Schedule 14A under the Exchange Act) in (or encourage) any "solicitation" of "proxies" (as such terms are defined in Regulation 14A as promulgated by the SEC), or consent to vote any Voting Securities or any of the voting securities of any Subsidiaries or Affiliates of the Company (including through action by written consent), or otherwise knowingly advise or influence any Person with respect to the voting of any securities of the Company or its Subsidiaries or Affiliates;

(f) make any public announcement with respect to, or solicit or submit a proposal for, or offer, seek, propose or indicate an interest in (with or without conditions) any merger, consolidation, business combination, "tender offer" (as such term is used in Regulation 14D under the Exchange Act), recapitalization, reorganization, purchase or license of a material portion of the assets, properties, securities or indebtedness of the Company or any

Subsidiary or Affiliate of the Company, or other similar extraordinary transaction involving the Company, any Subsidiary of the Company or any of its securities or indebtedness, or enter into any discussions, negotiations, arrangements, understandings or agreements (whether written or oral) with any other Person regarding any of the foregoing;

(g) call or seek to call a meeting of shareholders of the Company or initiate any shareholder proposal or meeting agenda item for action of the Company's shareholders, or seek election or appointment to or to place a representative on the Board of Directors or seek the removal of any director from the Board of Directors;

(h) form, join, become a member or otherwise participate in a Group (other than with the Shareholder, any of its Group Members or any counterparty (other than a Prohibited Transferee) in connection with a Hedging Arrangement that complies with Section 2.1(c)(iv)) with respect to the securities of the Company or any of its Subsidiaries or Affiliates;

(i) deposit any Voting Securities in a voting trust or similar Contract or subject any Voting Securities to any voting agreement, pooling arrangement or similar arrangement or Contract, or grant any proxy with respect to any Voting Securities (in each case, other than (i) with the Shareholder or any of its wholly-owned Subsidiaries, (ii) as part of a Hedging Arrangement that complies with Section 2.1(c)(iv) or (iii) in accordance with Section 3.1);

(j) make any proposal or disclose any plan, or cause or authorize any of its and their directors, officers, employees, agents, advisors and other Representatives to make any proposal or disclose any plan on its or their behalf, inconsistent with the foregoing restrictions;

(k) knowingly take any action or cause or authorize any of its and their directors, officers, employees, agents, advisors and other Representatives to take any action on its or their behalf, that would reasonably be expected to require the Company or any of its Subsidiaries or Affiliates to publicly disclose any of the foregoing actions or the possibility of a business combination, merger or other type of transaction or matter described in this Section 4.1;

(l) knowingly advise, assist, arrange or otherwise enter into any discussions or arrangements with any third party with respect to any of the foregoing; or

(m) directly or indirectly, contest the validity of, any provision of this Section 4.1 (including this subclause) or Section 3.1 (whether by legal action or otherwise).

Section 4.2. Notwithstanding anything herein to the contrary, the prohibition in Section 4.1(a) shall not apply to the activities of the Shareholder or any of its Group Members in connection with:

(a) acquisitions made as a result of a stock split, stock dividend, reorganization, recapitalization, reclassification, combination, exchange of shares or other like change approved or recommended by the Board of Directors; or

(b) acquisitions made in connection with a transaction or series of related transactions in which the Shareholder or any of its Group Members acquires a previously unaffiliated business entity that Beneficially Owns Equity Securities, Voting Securities or Derivative Instruments, or any securities convertible into, or exercisable or exchangeable for, Equity Securities, Voting Securities or Derivative Instruments, at the time of the consummation of such acquisition.

Notwithstanding anything herein to the contrary, the prohibition in Section 4.1(a) shall immediately terminate, and the Shareholder and its Affiliates may engage in any of the activities specified in Section 4.1, in the event that

(c) the Company publicly announces that it has entered into an agreement with any Person or group which provides for (i) the acquisition by such person or group of more than 50% of the common stock of the Company or all or a majority of the assets of the Company or (ii) any merger, consolidation or similar business combination, including as a result of a stock split, stock dividend, reorganization, recapitalization, reclassification, combination, exchange of shares or other like change; involving the Company and such person or group (each, a "Third Party Acquisition");

(d) the Board of Directors recommends that shareholders of the Company tender their shares or vote in favor of a Third Party Acquisition; or

(e) any person or group (i) acquires Beneficial Ownership of more than 50% of the outstanding Common Stock of the Company, (ii) makes an offer which if fully subscribed would result in such person or group acquiring Beneficial Ownership of more than 50% of the outstanding Common Stock of the Company, or (iii) publicly announces an intention to engage in a Third Party Acquisition, and, in the case of clause (ii) or (iii), the Company does not, within ten (10) Business Days of public announcement thereof by such person or group, publicly oppose and/or recommend to its stockholders that they not accept such offer or support such Third Party Acquisition.

Notwithstanding any of the foregoing, nothing in this Agreement shall restrict (i) any of the Shareholder's Representatives effecting or recommending transactions in securities (A) in the ordinary course of its business as an investment advisor, broker, dealer in securities, market maker, specialist or block positioner and (B) not at the direct or request of the Shareholder or any of its Affiliates, and (ii) the director designated or nominated by the Shareholder from exercising his or her fiduciary duties as a member of the Board of Directors.

ARTICLE 5

Registration Rights

Section 5.1. Demand Registration. At any time and from time to time beginning on the date that the Company files with the SEC its Annual Report on Form 10-K for

the fiscal year ended December 31, 2017, the Shareholder may request in writing ("Request") that the Company register under the Securities Act all or part of the Registrable Securities that are Beneficially Owned by the Shareholder or its Affiliates (a) on a Registration Statement on Form S3 or other available form (a "Demand Registration") or (b) on a Shelf Registration Statement covering any Registrable Securities (or otherwise designating an existing Shelf Registration Statement with the SEC to cover the Registrable Securities) (a "Shelf Registration"), in each case, covering the sale or distribution of the Registrable Securities from time to time by the Shareholder, on a delayed or continuous basis pursuant to Rule 415 of the Securities Act, including by way of underwritten offering, block sale or other distribution plan designated by the Shareholder. Upon receipt of any Request, the Company shall as promptly as practicable but in any event not later than the date that is thirty (30) calendar days after receipt by the Company of such Request, in accordance with the provisions of this Agreement, file a Registration Statement with the SEC covering all such Registrable Securities, in accordance with the method or methods of distribution thereof elected by the Shareholder. In the event that any such Request involves a Hedging Arrangement in which the counterparty to the Shareholder uses the Shelf Registration Statement to effect short sales of Registrable Securities, the consent of the Company shall be required in connection with such Request, such consent not to be unreasonably withheld, delayed or conditioned. The Shareholder shall be entitled to make no more than four (4) Requests in any twelve-month period and eight (8) Requests in the aggregate (it being understood that each underwritten offering under this Agreement shall count as a Request, even if such offering is conducted pursuant to a Shelf Registration Statement, unless the Shareholder withdraws its request in the circumstances described in the second sentence of Section 5.6, and each such Request shall be to register an amount of Registrable Securities having an aggregate value of at least $50,000,000. The Company shall not be obligated to effect a Demand Registration during the sixty (60) calendar day period following the effective date of a Registration Statement pursuant to any other Demand Registration. Each Request pursuant to this Section 5.1 shall be in writing and shall specify the number of Registrable Securities requested to be registered and the intended method of distribution of such Registrable Securities. Nothing in this Article 5 shall affect, supersede or otherwise modify any of the restrictions on Transfer set forth in Article 2 or any other provision of this Agreement.

Section 5.2. Restrictions on Demand Registrations. The Company may (a) postpone the filing or the effectiveness of a Registration Statement requested by the Shareholder or of a supplement or amendment thereto during the regular quarterly period during which directors and executive officers of the Company are not permitted to trade under the insider trading policy of the Company then in effect until the expiration of such quarterly period (but in no event later than two (2) Business Days after the date of the Company's quarterly earnings announcement) and (b) postpone for up to seventy five (75) calendar days the filing or the effectiveness of a Registration Statement or of a supplement or amendment thereto if the Board of Directors determines in good faith that such Demand Registration or Shelf Registration, as the case may be, would (i) reasonably be expected to materially impede, delay, interfere with or otherwise have a material adverse effect on any material acquisition of assets (other than in the ordinary course of business), merger, consolidation, tender offer, financing or any other material business transaction by the Company or any of its Subsidiaries or (ii) require disclosure of information that has not been, and is otherwise not required to be, disclosed to the public, the premature disclosure of which the Company, after

consultation with outside counsel to the Company, believes would materially and adversely affect the Company (any such period in either clause (a) or (b) to be referred to as a "Blackout Period"). The postponement rights in clause (b) of the first sentence of this Section 5.2 shall not be applicable to the Shareholder for more than a total of one hundred twenty (120) calendar days during any period of twelve (12) consecutive months.

Section 5.3. Automatic Shelf Registrations. To the extent that the Company qualifies as a well-known seasoned issuer as defined in Rule 405 under the Securities Act (a "WKSI") at the time of such Request, the Shareholder may request that the Company file with the SEC an automatic shelf registration statement (as defined in Rule 405 under the Securities Act) on Form S3 (an "Automatic Shelf Registration Statement") permitting the public resale of Registrable Securities in accordance with the requirements of the Securities Act and the rules and regulations of the SEC thereunder. The Company shall use its reasonable best efforts and take all actions required or reasonably requested by the Shareholder to maintain the effectiveness of such Automatic Shelf Registration Statement in accordance with the requirements of the Securities Act and the rules and regulations of the SEC thereunder and subject to the Blackout Periods set forth in Section 5.2. At the time any Request for a Demand Registration or Shelf Registration is submitted to the Company on or after the date of this Agreement and, pursuant to such Request, the Shareholder requests, in accordance with this Section 5.3, that the Company file an Automatic Shelf Registration Statement, the Company shall file an Automatic Shelf Registration Statement in accordance with the requirements of the Securities Act and the rules and regulations of the SEC thereunder, which covers the Registrable Securities held by the Shareholder. At the written request of the Shareholder, the Company shall pay the registration fee with respect to a take-down from an Automatic Shelf Registration Statement promptly and, in any event, within the time period required by applicable Law after receiving such written request. So long as the Shareholder is entitled to registration rights pursuant to this Article 5, the Company shall use its reasonable best efforts to remain a WKSI and not to become an ineligible issuer (as defined in Rule 405 under the Securities Act). If, at any time following the filing of an Automatic Shelf Registration Statement when the Company is required to re-evaluate its WKSI status, the Company determines that it is not a WKSI, the Company shall use its reasonable best efforts to post-effectively amend the Automatic Shelf Registration Statement to a Registration Statement or Shelf Registration Statement on Form S-3 or file a new Shelf Registration Statement on Form S-3, have such Shelf Registration Statement declared effective by the SEC and keep such Shelf Registration Statement effective during the period in which such Shelf Registration Statement is required to be kept effective in accordance with this Article 5.

Section 5.4. Selection of Underwriters; Underwritten Offering. If the Shareholder so notifies the Company in writing, the Company shall use its reasonable best efforts to cause a Demand Registration or Shelf Registration to be in the form of an underwritten offering. In connection with any underwritten Demand Registration or Shelf Registration, the Shareholder shall have the sole right to select the managing underwriters, bookrunners and the non-bookrunning underwriters, subject to such underwriters being nationally recognized investment banks and subject to the prior approval of the Company, which approval shall not be unreasonably withholder, conditioned or delayed. The Shareholder may not participate in any registration under this Agreement which is underwritten unless the Shareholder agrees to sell the Registrable Securities held by the Shareholder on the basis provided in any underwriting agreement with the underwriters

and completes and executes all questionnaires, powers of attorney, indemnities, underwriting agreements and other documents reasonably required under the terms of such underwriting arrangements.

Section 5.5. Piggyback Registrations.

(a) If the Company determines to publicly sell in an underwritten offering or register for sale any of its securities either for its own account or the account of a security holder or holders, other than a registration pursuant to Section 5.1, a registration relating solely to any employee or director equity or equity-based incentive or compensation plan or arrangement or any similar employee or director compensation or benefit plan, a registration relating to the offer and sale of debt securities, a registration relating solely to a corporate reorganization (including by way of merger of the Company or any of its Subsidiaries with any other business) or acquisition of another business, or a registration on any registration form that does not permit secondary sales (a "Piggyback Registration"), the Company shall (i) as soon as reasonably practicable but in no event less than three business days prior to the initial filing of a registration statement in connection with such Piggyback Registration (or two days prior to the date of the commencement of any such offering if such Piggyback Registration is conducted as an underwritten offering) give written notice of its intention to effect such sale or registration to the Shareholder and (ii) subject to Section 5.5(b) and Section 5.5(c), include in such Piggyback Registration and in any underwriting involved therein (whether prior to or following the expiration of the Lock-Up Period) all of such Registrable Securities as are specified in a written request or requests ("Piggyback Requests") made by the Shareholder received by the Company within ten (10) Business Days after such written notice from the Company is given to the Shareholder. Such Piggyback Requests shall specify the number of Registrable Securities requested to be disposed of by the Shareholder.

(b) If a Piggyback Registration is an underwritten primary registration on behalf of the Company, and the managing underwriters advise the Company in writing that in their opinion the aggregate number of securities requested to be included in such registration exceeds the number which can be sold in an orderly manner in such offering without adversely affecting the success of such offering (including an adverse effect on the offering price), the Company shall include in such registration only such securities as the Company is advised by such managing underwriters can be sold without such an effect, which securities shall be included in the following order of priority:

(i) first, the securities the Company proposes to sell,

(ii) second, the securities requested to be included in such registration by the holders of Registrable Securities and holders that are contractually entitled to include such securities therein pursuant to those written agreement(s) entered into by the Company prior to the date of this Agreement and identified on Schedule II hereto (the "Other Registrable Securities"), pro rata on the basis of the number of Registrable Securities and Other Registrable Securities requested to be included in such registration, and

(iii) third, any other securities requested to be included in such registration.

(c) If a Piggyback Registration is an underwritten secondary registration on behalf of any holder of Other Registrable Securities, and the managing underwriters advise the Company in writing that in their opinion the number of securities requested to be included in such registration exceeds the number which can be sold in an orderly manner in such offering without adversely affecting the success of such offering (including an adverse effect on the offering price), the Company shall include in such registration only such securities as the Company is advised by such managing underwriters can be sold without such an effect, which securities shall be included in the following order of priority: (i) first, the Other Registrable Securities requested to be included in such registration, (ii) second, the Registrable Securities requested to be included in such registration and (iii) third, any other securities requested to be included in such registration.

(d) The Company and any holder of Other Registrable Securities initiating any Piggyback Registration shall have the right to, in its sole discretion, defer, terminate or withdraw any registration initiated by it under this Section 5.5 whether or not the Shareholder has elected to include any Registrable Securities in such registration. Notwithstanding anything contained herein, in the event that the SEC or applicable federal securities Laws and regulations prohibit the Company from including all of the Registrable Securities requested by the Shareholder to be registered in a registration statement pursuant to this Section 5.5, then the Company shall be obligated to include in such registration statement only such portion of the Registrable Securities as is permitted by the SEC or such federal securities Laws and regulations.

Section 5.6. Withdrawals. The Shareholder may withdraw all or any part of the Registrable Securities from a Registration Statement at any time prior to the effective date of such Registration Statement. If such withdrawal is made primarily as a result of the failure of the Company to comply with any provision of this Agreement, the Company shall be responsible for the payment of all Registration Expenses in connection with such registration and such registration shall not count as a Demand Registration for purposes of Section 5.1. In the case of any other withdrawal, the Shareholder shall pay for the Registration Expenses associated with the withdrawn registration.

Section 5.7. Registration Procedures. Whenever the Shareholder has made a Request in accordance with Section 5.1 that any Registrable Securities be registered pursuant to this Agreement, the Company shall as expeditiously as reasonably practicable:

(a) (i) in no event later than 30 days after the receipt by the Company of such a Request, prepare and file with the SEC a Required Registration Statement or Required Shelf Registration Statement, as the case may be, providing for the registration under the Securities Act of the Registrable Securities which the Company has been so requested to register in accordance with the intended methods of distribution thereof specified in such Request, and shall use reasonable best efforts to have such Required Registration Statement or Required Shelf Registration Statement, as the case may be, declared effective by the SEC as soon as practicable thereafter and subject to the Blackout Periods set forth in Section 5.2, to keep such Required Registration Statement or Required Shelf Registration Statement, as the case may be, continuously effective (x) in the case of a Demand Registration, for a period of at least ninety (90) calendar days (or, in the case of an underwritten offering, such period as the underwriters may reasonably require) following

the date on which such Required Registration Statement is declared effective (or such shorter period which shall terminate when all of the Registrable Securities covered by such Required Registration Statement have been sold pursuant thereto) or (y) in the case of a Shelf Registration, until such time as all Registrable Securities covered by such Required Shelf Registration Statement have been sold pursuant thereto, including, in either case, if necessary, by filing with the SEC a post-effective amendment or a supplement to the Required Registration Statement or Required Shelf Registration Statement or the related prospectus or any document incorporated therein by reference or by filing any other required document or otherwise supplementing or amending the Required Registration Statement or Required Shelf Registration Statement, if required by the rules, regulations or instructions applicable to the registration form used by the Company for such Required Registration Statement or Required Shelf Registration Statement or by the Securities Act, the Exchange Act, any state securities or blue sky Laws, or any rules and regulations thereunder, and (ii) before filing such Required Registration Statement or Required Shelf Registration Statement, as the case may be, or any amendments or supplements thereto, provide to the Shareholder and any managing underwriter(s), copies of all documents proposed to be filed or furnished, including documents incorporated by reference, and the Shareholder and the managing underwriter(s) shall have the opportunity to review and comment thereon, and the Company will make such changes and additions thereto as may reasonably be requested by the Shareholder and the managing underwriter(s) prior to such filing, unless the Company reasonably objects to such changes or additions;

(b) prepare and file with the SEC such amendments and supplements to such Registration Statement and the prospectus used in connection therewith (subject to the review and comment provisions set forth in Section 5.7(a) above) as may be necessary to maintain the effectiveness of such Registration Statement and to comply with the provisions of the Securities Act with respect to the disposition of all securities covered by such Registration Statement for the period set forth in (a) above;

(c) furnish to the Shareholder and each managing underwriter or other purchaser such number of copies of such Registration Statement, each amendment and supplement thereto, the prospectus included in such Registration Statement (including each preliminary prospectus) (in each case including all exhibits other than those which are being incorporated into such Registration Statement by reference and that are publicly available) and such other documents as the Shareholder may reasonably request in order to facilitate the disposition of the Registrable Securities owned by the Shareholder;

(d) use its reasonable best efforts to register or qualify such Registrable Securities under such other securities or blue sky Laws of such jurisdictions in the United States as the Shareholder or any managing underwriter or other purchaser may reasonably requests and do any and all other acts and things which may be reasonably necessary or advisable to enable the Shareholder to consummate the disposition in such jurisdictions of the Registrable Securities owned by the Shareholder; provided that the Company shall not be required to (i) qualify generally to do business in any jurisdiction where it would not

otherwise be required to qualify, (ii) consent to general service of process in any such jurisdiction or (iii) subject itself to taxation in any jurisdiction where it is not so subject;

(e) in the event of any offering of Registrable Securities pursuant to a Registration Statement, (i) enter into an underwriting agreement or similar agreement, in usual and customary form, with the managing underwriter(s) or other purchaser(s) of Registrable Securities in such offering and use reasonable best efforts to take such other actions as the Shareholder, managing underwriter(s) or other purchaser(s) reasonably request in order to expedite or facilitate the disposition of such Registrable Securities (ii) cause its senior officers to participate in "road shows" and other information meetings organized by the managing underwriter(s) or other purchaser(s) and otherwise reasonably cooperating with the managing underwriter(s) or other purchaser(s) in connection with customary marketing activities (provided however, in no circumstance shall the Company be required to participate in road shows or other information meetings in connection with more than two such offerings in any calendar year) and (iii) cause to be delivered to the Shareholder and the underwriter(s) or other purchaser(s) opinions of counsel to the Company addressed to the underwriter(s) or other purchaser(s), in customary form, covering such matters as are customarily covered by opinions for an underwritten public offering as the underwriter(s) or other purchaser(s) may request;

(f) notify the Shareholder, at any time when a prospectus relating thereto is required to be delivered under the Securities Act, of the happening of any event as a result of which the prospectus included in such Registration Statement, as then in effect, contains an untrue statement of a material fact or omits any fact necessary to make the statements therein, not misleading, and in such case, subject to Section 5.2, the Company shall promptly prepare a supplement or amendment to such prospectus so that, as thereafter delivered to the holders of such Registrable Securities, such prospectus shall not contain an untrue statement of a material fact or omit to state any fact necessary to make the statements therein, not misleading;

(g) use its reasonable best efforts to cause all such Registrable Securities which are registered to be listed on each securities exchange on which similar securities issued by the Company are then listed;

(h) provide and cause to be maintained a transfer agent and registrar for all Registrable Securities covered by such registration statement not later than the effective date of such registration statement;

(h) enter into such customary agreements and use reasonable best efforts to take all such other actions as the Shareholder and the underwriter(s) or other purchaser(s), if any, reasonably request in order to expedite or facilitate the disposition of such Registrable Securities;

(i) make available for inspection by the Shareholder and any underwriter or other purchaser participating in any disposition pursuant to such Registration Statement and any attorney, accountant or other agent retained by the Shareholder or any underwriter or

other purchaser, financial and other records, pertinent corporate documents and properties of the Company and its Subsidiaries as shall be reasonably necessary to enable them to exercise their due diligence responsibility, and cause the Company's officers, directors, employees and independent accountants to supply all other information reasonably requested by the Shareholder or any such underwriter or other purchaser, attorney, accountant or agent in connection with such Registration Statement;

(j) if such offering of Registrable Securities is made pursuant to a Registration Statement, use reasonable best efforts to obtain "comfort" letters dated the pricing date and the closing date of the offering of the Registrable Securities under the underwriting or other agreement from the Company's independent public accountants in customary form and covering such matters of the type customarily covered by "comfort" letters in connection with underwritten offerings as the Shareholder, managing underwriter(s) or other purchaser(s) reasonably request;

(k) use reasonable best efforts to furnish, at the request of the Shareholder on the date such securities are delivered to the underwriter(s) or other purchaser(s) for sale pursuant to such registration or are otherwise sold pursuant thereto, an opinion and a "10b5" letter, dated such date, of counsel representing the Company for the purposes of such registration, addressed to the underwriter(s) or other purchaser(s) covering such legal and other matters with respect to the registration in respect of which such opinion is being given and such letter is being delivered as the Shareholder, underwriter(s) or other purchaser(s) may reasonably request and are customarily included in such opinions and letters;

(l) subject to Section 5.2, use reasonable best efforts to prevent the issuance of any stop order, injunction or other order or requirement suspending the effectiveness of the Registration Statement or obtain the withdrawal of any such order if it is issued;

(m) otherwise use its reasonable best efforts to comply with all applicable rules and regulations of the SEC, and make available to its security holders, as soon as reasonably practicable after the effective date of the Registration Statement, an earnings statement covering the period of at least 12 months beginning with the first day of the Company's first full calendar quarter after the effective date of the Registration Statement, which earnings statement shall satisfy the provisions of Section 11(a) of the Securities Act and Rule 158 thereunder;

(o) to the extent permitted by applicable Law, make available to the Shareholder an executed copy of each letter written by or on behalf of the Company to the SEC or the staff of the SEC (or other governmental agency or self-regulatory body or other body having jurisdiction, including any domestic or foreign securities exchange), and any item of correspondence received from the SEC or the staff of the SEC (or other governmental agency or self –regulatory body or other body having jurisdiction, including any domestic or foreign securities exchange), in each case relating to such Registration Statement; respond reasonably and completely to any and all comments received from the SEC or the staff of the SEC, with a view towards causing such Registration Statement or any amendment thereto to be declared effective by the SEC as soon as reasonably practicable and shall file an

acceleration request following the resolution or clearance of all SEC comments or, if applicable, following notification by the SEC that any such registration statement or any amendment thereto will not be subject to review;

(n) reasonably cooperate with the Shareholder and each underwriter or other purchaser participating in the disposition of such Registrable Securities and their respective counsel in connection with any filings required to be made with FINRA;

(o) notify in writing the Shareholder and the underwriter or other purchaser, if any, of the following events as promptly as reasonably practicable:

(i) the effectiveness of any such Registration Statement;

(ii) any request by the SEC for amendments or supplements to the Registration Statement or the prospectus or for additional information and when same has been filed and become effective;

(iii) the issuance by the SEC of any stop order suspending the effectiveness of the Registration Statement or the initiation of any proceedings by any Person for that purpose;

(iv) the suspension of the registration of the subject shares of the Registrable Securities in any state jurisdiction; and

(vi) the receipt by the Company of any notification with respect to the suspension of the qualification of the Registrable Securities for the sale under the securities or blue sky Laws of any jurisdiction or the initiation or threat of any proceeding for such purpose;

(p) to the extent requested in writing by the lead managing underwriter(s) or other purchaser(s) with respect to an offering of Equity Securities having an aggregate value of at least $50,000,000 pursuant to a Registration Statement, agree, and cause the directors or officers of the Company to agree, to enter into customary agreements restricting the sale or distribution of Equity Securities during the period commencing on the date of the request (which shall be no earlier than fourteen (14) calendar days prior to the expected "pricing" of such offering) and continuing for not more than ninety (90) calendar days after the date of the "final" prospectus (or "final" prospectus supplement if the offering is made pursuant to a Shelf Registration Statement), pursuant to which such offering shall be made, plus an extension period, as may be proposed by the lead managing underwriter(s) or other purchaser(s) to address FINRA regulations regarding the publishing of research, or such lesser period as is required by the lead managing underwriter(s) or other purchaser(s); and

(q) use reasonable best efforts to take all other steps reasonably necessary to effect the registration of the Registrable Securities contemplated hereby.

If any such registration or comparable statement refers to the Shareholder by name or otherwise as the holder of any securities of the Company and if the Shareholder is or would be reasonably expected to be deemed to be a controlling person of the Company, the Shareholder shall have the right to require (i) the insertion therein of language, in form and substance satisfactory to the Shareholder and presented to the Company in writing, to the effect that the holding by the Shareholder of such securities is not to be construed as a recommendation by the Shareholder of the investment quality of the Company's securities covered thereby and that such holding does not imply that the Shareholder shall assist in meeting any future financial requirements of the Company or (ii) in the event that such reference to the Shareholder by name or otherwise is not required by the Securities Act or any similar federal statute then in force, the deletion of the reference to the Shareholder. In connection with any Registration Statement in which the Shareholder is participating, the Shareholder shall furnish to the Company in writing such information regarding the Shareholder as the Company may from time to time reasonably request specifically for use in connection with any such Registration Statement or prospectus.

Upon notice by the Company to the Shareholder of any Blackout Period, the Shareholder shall keep the fact of any such notice strictly confidential, and during any Blackout Period, discontinue its offer and disposition of Registrable Securities pursuant to the applicable Registration Statement and the prospectus relating thereto for the duration of the Blackout Period set forth in such notice (or until such Blackout Period shall be earlier terminated in writing by the Company). The Shareholder agrees that upon receipt of any notice from the Company of the happening of any event of the kind described in clauses (f), (q)(ii), (q)(iii), (q)(iv) or (q)(v) above, it shall forthwith discontinue its offer and disposition of Registrable Securities pursuant to the applicable Registration Statement and the prospectus relating thereto until its receipt of the copies of the supplemented or amended prospectus contemplated by clause (o)(ii), or until it is advised in writing by the Company that the use of the applicable prospectus may be resumed, and has received copies of any additional or supplemental filings that are incorporated or deemed to be incorporated by reference in such prospectus; provided that the Company shall use its reasonable best efforts to supplement or amend the applicable Registration Statement and prospectus as promptly as practicable and shall extend the time periods under clause (a) above with respect to the length of time that effectiveness of a Registration Statement must be maintained by the amount of time that the Shareholder is required to discontinue disposition of such Registrable Securities.

Section 5.8. Registration Expenses. Subject to Section 7.1, (i) all expenses incident to the performance of or compliance with this Article 5, including all registration and filing fees, fees and expenses of compliance with securities or blue sky Laws, printing expenses, messenger and delivery expenses, out-of-pocket expenses and disbursements arising out of or related to any marketing activities undertaken pursuant to Section 5.7(e), the expenses and fees for listing the securities to be registered on each securities exchange on which similar securities issued by the Company are then listed and fees (all such expenses being herein called "Registration Expenses") and (ii) all other expenses of the Shareholder incident to the registration and sale of Registrable Securities pursuant to this agreement and all fees, costs and expenses of its counsel, accountants, advisers or representatives relating to the registration and sale of Registrable Securities pursuant to this Agreement shall in each case be borne by the Shareholder. The Company shall pay (i) all the Company's internal expenses (including all salaries and expenses of its officers and employees

performing legal or accounting duties), the expense of any annual audit or quarterly review, the expense of any liability insurance and disbursements of counsel for the Company and all independent certified public accountants retained by the Company and (ii) any underwriter's discount or commission for the sale of Registrable Securities in underwritten offerings under Sections 5.4 and 5.5 that is 3% or less of the public offering price.

Section 5.9. Requested Information. Not less than five (5) Business Days before the expected filing date of each Registration Statement pursuant to this Agreement, the Company shall notify each holder of Registrable Securities who has timely provided the requisite notice hereunder entitling such holder to register Registrable Securities in such Registration Statement of the information, documents and instruments from such holder that the Company or any underwriter or other purchaser reasonably requests in connection with such Registration Statement, including a questionnaire, custody agreement, power of attorney, lockup letter and underwriting or other agreement, each in customary form reasonably acceptable to such holders (the "Requested Information"). If the Company has not received, on or before the second Business Day before the expected filing date, the Requested Information from such holder, the Company may file the Registration Statement without including Registrable Securities of such holder. The failure to so include in any Registration Statement the Registrable Securities of a holder of Registrable Securities (with regard to that Registration Statement) shall not result in any liability on the part of the Company to such holder.

Section 5.10. Holdback Agreements. The Shareholder agrees to enter into customary agreements restricting the sale or distribution of Equity Securities (including sales pursuant to Rule 144) to the extent reasonably required in writing by the lead managing underwriters with respect to an applicable underwritten primary offering on behalf of the Company relating to the registration of Equity Securities having an aggregate value of at least $50,000,000 during the period commencing on the date of the request (which shall be no earlier than fourteen (14) calendar days prior to the expected "pricing" of such underwritten offering) and continuing for not more than ninety (90) calendar days after the date of the "final" prospectus (or "final" prospectus supplement if the underwritten offering is made pursuant to a Shelf Registration Statement), pursuant to which such underwritten offering shall be made, plus an extension period, as may be proposed by the lead managing underwriters to address FINRA regulations regarding the publishing of research, or such lesser period as is required by the lead managing underwriters. The Shareholder shall not be required to enter into a holdback agreement pursuant to this Section 5.10 (a) at any time when the aggregate number of Shares that are Beneficially Owned by the Shareholder and its Group Members, as a group, is less than 10% of the shares of Common Stock issued and outstanding (b) unless the directors and executive officers of the Company are subject to comparable restrictions and (c) unless the Shareholder has had the opportunity to review and provide reasonable comments on any such holdback agreement. The postponement rights in clause (b) of the first sentence in Section 5.2 and the holdback obligation in this Section 5.10 shall not be applicable to the Shareholder for more than a total of one hundred fifty (150) calendar days during any period of twelve (12) consecutive months.

Section 5.11. Rule 144 Reporting. With a view to making available to the Shareholder the benefits of certain rules and regulations of the SEC which may permit the sale of

the Registrable Securities to the public without registration, the Company agrees to use its reasonable best efforts to:

(a) make and keep public information available, as those terms are understood and defined in Rule 144 or any similar or analogous rule promulgated under the Securities Act, at all times after the effective date of the first registration filed by the Company for an offering of its securities to the general public;

(b) file with the SEC, in a timely manner, all reports and other documents required of the Company under the Exchange Act; and

(c) so long as the Shareholder owns any Registrable Securities, furnish to the Shareholder promptly upon request (i) a written statement by the Company as to its compliance with the reporting requirements of Rule 144 of the Securities Act and of the Exchange Act, (ii) a copy of the most recent annual or quarterly report of the Company filed with the SEC and (iii) such other reports and documents as the Shareholder may reasonably request in connection with availing itself of any rule or regulation of the SEC allowing it to sell any such securities without registration, in each case to the extent not readily publicly available.

Section 5.12. Company Indemnification. The Company agrees to indemnify and hold harmless, to the extent permitted by applicable Law, the Shareholder, its Affiliates and each of its and their respective directors, officers, partners, members, employees, advisors, representatives and agents and each Person, if any, who controls the Shareholder (within the meaning of the Securities Act or the Exchange Act) from and against any and all losses, claims, damages, liabilities and expenses whatsoever (including reasonable, documented expenses of investigation and reasonable, documented attorneys' fees and expenses) caused by, arising out of or relating to any untrue or alleged untrue statement of material fact contained in any Registration Statement, prospectus or preliminary prospectus or any amendment thereof or supplement thereto covering the resale of any Registrable Securities by or on behalf of the Shareholder or any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein not misleading or any violation of the Securities Act or state securities laws or rules thereunder by the Company relating to any action or inaction by the Company in connection with such registration, except insofar as such untrue statement or omission is based on information contained in any affidavit or statement so furnished in writing by the Shareholder expressly stated to be used in connection with such Registration Statement. This indemnity shall be in addition to any liability the Company may otherwise have. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of the Shareholder or any indemnified party and shall survive the transfer of such securities by the Shareholder.

Section 5.13. Shareholder Indemnification. The Shareholder and any Permitted Transferees jointly and severally agree to indemnify and hold harmless, to the extent permitted by applicable Law, the Company, its Affiliates, its and their respective directors, officers, partners, members and agents and each Person, if any, who controls the Company (within the meaning of the Securities Act or the Exchange Act) from and against any and all losses, claims, damages, liabilities and expenses (including reasonable, documented expenses of investigation and

reasonable, documented attorneys' fees and expenses) caused by, arising out of or relating to any untrue or alleged untrue statement of material fact contained in the Registration Statement, prospectus or preliminary prospectus or any amendment thereof or supplement thereto covering the resale of any Registrable Securities by or on behalf of the Shareholder or any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein not misleading, but only to the extent that such untrue statement or omission is contained in any information or affidavit so furnished in writing by the Shareholder expressly stated to be used in connection with such Registration Statement. Notwithstanding the foregoing, the Shareholder shall not be liable for any amounts in excess of the net proceeds received by the Shareholder from sales of Registrable Securities pursuant to the Registration Statement to which the claims relate. This indemnity shall be in addition to any liability the Shareholder may otherwise have. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of the Company or any indemnified party and shall survive the transfer of such securities by the Company.

Section 5.14. Resolution of Claims. Any Person entitled to indemnification pursuant to this Article 5 shall give prompt written notice to the indemnifying Party of any claim with respect to which it seeks indemnification; provided that the failure so to notify the indemnifying Party shall not relieve the indemnifying Party of any liability that it may have to the indemnified party hereunder except to the extent that the indemnifying Party is materially prejudiced or otherwise forfeits substantive rights or defenses by reason of such failure. If notice of commencement of any such action is given to the indemnifying Party as above provided, the indemnifying Party shall be entitled to participate in and, to the extent it may wish, jointly with any other indemnifying Party similarly notified, to assume the defense of such action at its own expense, with counsel chosen by it and reasonably satisfactory to such indemnified party. The indemnified party shall have the right to employ separate counsel in any such action and participate in the defense thereof, but the fees and expenses of such counsel shall be paid by the indemnified party unless (a) the indemnifying Party agrees to pay the same, (b) the indemnifying Party fails to assume the defense of such action with counsel reasonably satisfactory to the indemnified party within a reasonable amount of time after receipt of notice of such claim from the Indemnified Parry or (c) the named parties to any such action (including any impleaded parties) include both the indemnifying Party and the indemnified party and such parties have been advised by such counsel that either (i) representation of such indemnified party and the indemnifying Party by the same counsel would be inappropriate under applicable standards of professional conduct or (ii) it is reasonably foreseeable that there will be one or more material legal defenses available to the indemnified party which are different from or additional to those available to the indemnifying Party. In any of such cases, the indemnified party shall have the right to participate in the defense of such action with its own counsel, the reasonable, documented out-of-pocket fees and expenses of which shall be paid by the indemnifying Party, it being understood, however, that the indemnifying Party shall not be liable for the fees and expenses of more than one separate firm of attorneys (in addition to any local counsel) for all indemnified parties. No indemnifying Party shall be liable for any settlement entered into without its written consent (such consent not to be unreasonably withheld, conditioned or delayed). No indemnifying Party shall, without the consent of such indemnified party (such consent not to be unreasonably withheld, conditioned or delayed), effect any settlement of any pending or threatened proceeding in respect of which such indemnified party is a party and indemnity has been sought hereunder by such indemnified party, unless such settlement (x) includes an unconditional release of such

indemnified party from all liability for claims that are the subject matter of such proceeding and (y) does not include an omission of fault, culpability or failure to act by or on behalf of any indemnified party.

Section 5.15. Contribution. If the indemnification provided for in Section 5.12 or Section 5.13 is held by a court of competent jurisdiction to be unavailable to an indemnified party with respect to any losses, claims, damages or liabilities referred to herein, the indemnifying Party, in lieu of indemnifying such indemnified party thereunder, shall to the extent permitted by applicable Law contribute to the amount paid or payable by such indemnified party as a result of such loss, claim, damage or liability in such proportion as is appropriate to reflect the relative fault of the indemnifying Party on the one hand and of the indemnified party on the other in connection with such loss, claim, damage or liability, as well as any other relevant equitable considerations. The relative fault of the indemnifying Party and of the indemnified party shall be determined by a court of Law by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission to state a material fact relates to information supplied by the indemnifying Party or by the indemnified party and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The amount paid or payable by a party as a result of any loss, claim, damage or liability referred to above shall be deemed to include, subject to the limitations set forth in this Section 5.15, any legal or other fees, charges or expenses reasonably incurred by such party in connection with any investigation or proceeding. The Parties agree that it would not be just and equitable if contribution pursuant to this Section 5.15 were determined by pro rata allocation or by any other method of allocation which does not take account of the equitable considerations referred to in this Section 5.15. No Person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any Person who was not guilty of such fraudulent misrepresentation.

Section 5.16. Company Facilitation of Sale. If any Registrable Securities are certificated and bear any restrictive legend, or are held in non-certificated book-entry form and are subject to any stop transfer or similar instruction or restriction, the Company shall upon the request of the holder of such Registrable Securities, as applicable, promptly cause such legends to be removed and new certificates without any restrictive legends to be issued or cause such stop transfer or similar instructions or restrictions to be promptly terminated and removed if (a) such Registrable Securities have been resold pursuant to an effective Registration Statement or (b) the holder of such Registrable Securities provides the Company and/or transfer agent, as applicable, with reasonable assurance that such Registrable Securities can be sold, assigned or transferred pursuant to Rule 144 or otherwise without registration and without any restriction whatsoever under the applicable requirements of the Securities Act, including, if requested by the Company, an opinion of outside legal counsel, reasonably acceptable to the Company and/or transfer agent, as applicable, to such effect.

Section 5.17. Transfers. To the extent that any Registrable Securities are Transferred, the obligations of the Company shall not be expanded in any respect and, the registration rights provided for in this Article 5, to the extent assigned, shall be shared by all holders of Registrable Securities and all such persons shall be jointly and severally liable for any obligations.

ARTICLE 6

Board of Directors

Section 6.1. Composition. Prior to the execution of this Agreement, the Company has taken all actions necessary to increase the number of directors that shall constitute the entire Board of Directors to nine (9) directors and, effective as of the date hereof, has appointed to the Board of Directors Doug Giordano as a director to serve until his successor is elected and qualified or his resignation or removal in accordance with the bylaws of the Company. For so long as the Shareholder maintains the right to designate one director pursuant to Section 6.2, the Company shall not support any increase in the number of directors of more than nine (9) total directors without the Shareholder's prior written consent.

Section 6.2. Designation of Director. From the date hereof for so long as Shareholder has Beneficial Ownership at least 10% of the total outstanding shares of Common Stock at such time, the Shareholder shall have the right to designate one (1) individual for election to the Board of Directors, the identity of such director designee to be at the discretion of the Shareholder so long as any such director designee is not restricted from serving on the board of directors of a U.S. public company and shall satisfy the corporate governance guidelines of the Company and NASDAQ.

Section 6.3. Election of Director. For so long as the Shareholder is entitled to designate an individual for election to the Board of Directors pursuant to Section 6.2, the Company shall nominate and take all action within its power to cause all nominees designated pursuant to Section 6.2 to be included in the slate of nominees recommended by the Board of Directors to the Company's stockholders for election as directors at each annual or special meeting of the stockholders of the Company at which directors are to be elected to the Board of Directors (and/or in connection with any election by written consent) and the Company shall use all reasonable best efforts to cause the election of each such nominee, including recommending and soliciting proxies in favor of the election of such nominees.

Section 6.4. Replacement of Director. In the event that a vacancy is created at any time by the death, disability, retirement, resignation or removal (with or without cause) of the director nominated pursuant to Section 6.2 or 6.3, or in the event of the failure of any such nominee to be elected, the Shareholder shall have the right to designate a replacement to fill such vacancy, provided that any such nominee shall (i) be an officer of the Shareholder and hold a title of Senior Vice President or above, (ii) not be restricted from serving on the board of directors of a U.S. public company and (iii) satisfy the corporate governance guidelines of the Company and NASDAQ. The Company shall take all action within its power to cause such vacancy to be filled by the replacement so designated, and the Board of Directors shall promptly elect such designee to the Board of Directors. Upon the written request of the Shareholder, the Company shall take all action within its power to submit to a vote of stockholders of the Company.

Section 6.5. Indemnification, Fees, Expense Reimbursement and Insurance. Any director designated or nominated by the Shareholder that serves on the Board of Directors shall be entitled to all benefits and rights under any indemnification, exculpation and reimbursement

agreement, policy and provision of any organizational document (including as to advancement or reimbursement of expenses), as well as any director and officer insurance policy maintained by the Company, in each case to the fullest extent made available to any other director of the Board of Directors. Without limiting the foregoing, (i) the benefits and rights referenced in the previous sentence shall not be amended, repealed or otherwise modified in any manner that would adversely affect the rights thereunder of any director designated or nominated by the Shareholder without the Shareholder's prior written consent and (ii) the Company shall at all times maintain in full force and effect a policy or policies of director and officer liability insurance, issued by insurers of recognized responsibility, insuring against such losses and risks, and in such amounts, as are at least as favorable as are maintained by the Company as of the date hereof. Notwithstanding anything to the contrary in the Company's certificate of incorporation or bylaws or in this Section 6.7, and without limiting any of the rights set forth therein, the Company shall indemnify and hold harmless any director designated or nominated by the Shareholder that serves on the Board of Directors to the fullest extent permitted by applicable law with respect to any losses arising from or related to the fact that such director is or was a director of the Company, or is or was serving at the request of the Company as a director, officer, employee, or agent of the Company or another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, or by reason of anything done or not done by such director in any such capacity. The Company hereby agrees to enter into a customary indemnification agreement with the director designated or nominated by the Shareholder as soon as reasonably practicable after the date hereof. No director designated or nominated by the Shareholder that serves on the Board of Directors shall be entitled to any compensation by the Company for service as a director, and the Shareholder shall cause any director designated or nominated by the Shareholder that serves on the Board of Directors to waive any right to compensation, including any cash retainer payments and equity awards payable to members of the Board of Directors.

Section 6.6. No Impairment. The Company shall not take any action to cause the amendment of its certificate of incorporation or bylaws such that Article VI would not be given effect; provided, that, for the avoidance of doubt, the foregoing shall not prohibit any increase or decrease in the size of the Board of Directors subject to the rights of the Shareholder upon any increase set forth in Section 6.1 above.

Section 6.7. Compliance Matters. The Company, its Subsidiaries and Affiliates shall use its commercially reasonable efforts to (i) comply in all material respects with all Laws applicable to the Company, its business or operations, including (A) Anti-Corruption Laws in any jurisdiction where the Company (or, if applicable, any of its Subsidiaries) is organized, holds assets or operates, or in which its products are sold and (B) all Laws governing interactions with government officials and Healthcare Professionals in any of the jurisdictions described in clause (i), (ii) maintain books, records, and accounts that, in all material respects, accurately and fairly reflect the transactions and dispositions of their respective assets, (iii) maintain at all times a code of conduct, an anti-corruption policy and procedure, and appropriate systems of internal controls that provide reasonable assurances that the Company and each of its Subsidiaries and Affiliates will comply with Anti-Corruption Laws that are appropriate in light of the nature and type of the activities engaged in by the Company, its Subsidiaries and Affiliates, and (iv) monitor their respective operations with the purpose of ensuring the effectiveness of the Company's anti-corruption policies,

procedures, systems and controls and, when appropriate, undertake reasonable enhancements as their business activities expand.

ARTICLE 7

Miscellaneous

Section 7.1. Fees and Expenses. Except as otherwise provided in this Agreement (including in Section 5.8), each Party shall pay its own direct and indirect expenses incurred by it in connection with the preparation and negotiation of this Agreement and the consummation of the transactions contemplated by this Agreement, including all fees and expenses of its advisors and representatives.

Section 7.2. Term. Notwithstanding anything contained herein to the contrary, this Agreement shall terminate, and all rights and obligations hereunder shall cease, upon such time as there are no Registrable Securities, except for the provisions of Sections 5.8, 5.12, 5.13, 5.14, 5.15 and this Article 7, which shall survive such termination.

Section 7.3. Notices. All notices and other communications in connection with this Agreement shall be in writing and shall be given or made (and shall be deemed to have been duly given or made upon receipt) by delivery in person, by overnight courier service, by facsimile with receipt confirmed (followed by delivery of an original via overnight courier service) or by registered or certified mail (postage prepaid, return receipt requested) to the respective Parties at the following addresses:

If to the Company, to:

ICU Medical, Inc.
951 Calle Amanecer
San Clemente, CA 92673
Attn: General Counsel

with a copy (which shall not constitute notice) to:

Latham & Watkins LLP
650 Town Center Drive, 20th Floor
Costa Mesa, CA 92626
Attn: Charles Ruck; Thomas Christopher

If to the Shareholder, to:

Pfizer Inc.
235 East 42nd Street
New York, NY 10017
Attn:

with a copy (which shall not constitute notice) to:

Pfizer Inc.
235 East 42nd Street
27th Floor
New York, NY 10017
Attn: Senior Vice President and Deputy General Counsel, Business Transactions Group

Skadden Arps Slate Meagher & Flom LLP
4 Times Square
New York, NY 10016
Attn: Paul T. Schnell
Kenneth Wolff

Any Party may, by delivery of written notice to the other Parties, change the address to which such notices and other communications are to be given in connection with this Agreement.

Section 7.4. Counterparts; Entire Agreement; Corporate Power; Facsimile Signatures. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement. This Agreement and the Schedules hereto contain the entire agreement between the Parties with respect to the subject matter hereof, supersede all previous agreements, negotiations, discussions, writings, understandings, commitments and conversations with respect to such subject matter and there are no agreements or understandings between the Parties other than those set forth or referred to herein or therein. Each Party acknowledges that it and the other Parties may execute this Agreement by manual, stamp, mechanical or electronic signature, and that delivery of an executed counterpart of a signature page to this Agreement (whether executed by manual, stamp, mechanical or electronic signature) by facsimile or by email in portable document format (PDF) shall be effective as delivery of such executed counterpart of this Agreement. Each Party expressly adopts and confirms a stamp, mechanical or electronic signature (regardless of whether delivered in person, by mail, by courier, by facsimile or by email in portable document format (PDF)) made in its respective name as if it were a manual signature delivered in person, agrees that it shall not assert that any such signature or delivery is not adequate to bind such Party to the same extent as if it were signed manually and delivered in person and agrees that, at the reasonable request of the other Party at any time, it shall as promptly as reasonably practicable cause this Agreement to be manually executed (any such execution to be as of the date of the initial date thereof) and delivered in person, by mail or by courier.

Section 7.5. Amendments and Waivers. No provision of this Agreement may be waived, modified, supplemented or amended except in a written instrument signed, in the case of an amendment, by the Company and the Shareholder or, in the case of a waiver, by the Party against whom enforcement of any such waived provision is sought. No waiver of any default with respect to any provision, condition or requirement of this Agreement shall be deemed to be

a continuing waiver in the future or a waiver of any subsequent default or a waiver of any other provision, condition or requirement hereof, nor shall any delay or omission of any Party to exercise any right hereunder in any manner impair the exercise of any such right.

Section 7.6. Successors and Assigns. Subject to clauses (a) and (b) below, this Agreement shall be binding upon the Parties and their respective successors and assigns and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

(a) The Company may not assign or delegate this Agreement or any rights or obligations hereunder without the prior written consent of the Shareholder; provided that no such consent shall be required for any assignment by the Company of its rights or obligations hereunder in connection with a merger, consolidation, combination, reorganization or similar transaction or the transfer, sale, lease, conveyance or disposition of all or substantially all of its assets.

(b) The Shareholder may not assign or delegate this Agreement or any rights or obligations hereunder without the prior written consent of the Company; provided that no such consent shall be required for (i) subject to Section 7.6(d), any assignment by the Shareholder of its rights or obligations hereunder (other than in Section 6) in connection with a merger, consolidation, combination, reorganization or similar transaction in or to which the Shareholder is a constituent Person or the transfer, sale, lease, conveyance or disposition of all or substantially all of the Shareholder's assets, if such assignee agrees in writing to be bound by the terms of this Agreement or (ii) (x) the assignment or delegation by the Shareholder of any of its rights or obligations under this Agreement to a Permitted Transferee or (y) in any other Transfer made in accordance with Section 2.1 of at least 5% of the then issued and outstanding shares of Common Stock of the Company, if, in the case of (ii)(x) and (ii)(y) above, such transferee agrees in writing to be bound by the terms of this Agreement (other than Section 6 in the case of (ii)(y) above) and together with the Shareholder and any prior transferees shall be deemed the Shareholder; provided further that no such assignment or delegation shall relieve the Shareholder of its obligations under this Agreement. For the avoidance of doubt, the Shareholder may not assign or delegate any of its rights or obligations under Section 6 without the prior written consent of the Company.

(c) Except as provided in Section 7.6(d), the covenants and agreements of the Shareholder set forth in Articles 2, 3 and 4 shall not be binding upon or restrict any transferee of Shares other than Permitted Transferees in accordance with Section 2.1(a)(iii) or any transferee of Shares pursuant to a Transfer in connection with which the Shareholder's rights under this Agreement are assigned to the transferee pursuant to Section 7.6(b)(i), and no transferee of Shares other than such Permitted Transferees or a transfer of the Shareholder's rights pursuant to Section 7.6(b) shall have any rights under this Agreement.

(d) The Shareholder will not enter into any transaction pursuant to which any Person would become its ultimate parent entity (such that the Shareholder is a direct or indirect Subsidiary of another Person or all or substantially all of the Shareholder's equity securities or assets have been acquired by another Person) without causing such Person to assume all of the Shareholder's obligations under this Agreement effective as of the consummation of such transaction.

Section 7.7. Non-Affiliation. From and after the date of this Agreement, the Company shall not and shall not cause, direct or permit any of its Subsidiaries or Group Members to (a) identify the Shareholder or any of its Affiliates (each, a "Shareholder Party" and collectively, the "Shareholder Parties") or otherwise hold any Shareholder Party out to be an Affiliate of the Company or any of its Subsidiaries, except to the extent that such identification is required by applicable Law, by virtue of the Shareholder's Beneficial Ownership of all or a portion of the Shares or other Equity Securities, and in such case only to the extent so required by Law, or (b) make, enter into, modify or amend any Contract, other than a Contract executed and delivered by any Shareholder Party, that subjects any Shareholder Party or any of its assets or properties (other than the Shares or other Equity Securities held by the Shareholder), tangible or intangible, to any lien, encumbrance, claim, restriction or similar obligation or grants or allows on or with respect to any such assets or properties any right of use, exploitation, access or discovery to or in favor of any Person.

Section 7.8. Acknowledgment of Securities Laws. Each Party is aware, and shall advise its Representatives who are informed of the matters that are the subject of this Agreement, of the restrictions imposed by the securities laws of the United States on the purchase or sale of securities by any Person who has received material, nonpublic information from the issuer of such securities and on the communication of such information to any other person when it is reasonably foreseeable that such other person is likely to purchase or sell such securities in reliance upon such information.

Section 7.9. No Third Party Beneficiaries. Except as expressly provided in Section 5.13, 5.14, 5.15 and 5.16, this Agreement is intended for the benefit of the Parties and their respective successors and permitted assigns.

Section 7.10. Severability. In the event that any one or more of the terms or provisions of this Agreement or the application thereof to any Person or circumstance is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement, or the application of such term or provision to Persons or circumstances or in jurisdictions other than those as to which it has been determined to be invalid, illegal or unenforceable, and the Parties shall use their commercially reasonable efforts to substitute one or more valid, legal and enforceable terms or provisions into this Agreement which, insofar as practicable, implement the purposes and intent of the Parties. Any term or provision of this Agreement held invalid or unenforceable only in part, degree or within certain jurisdictions shall remain in full force and effect to the extent not held invalid or unenforceable to the extent consistent with the intent of the Parties as reflected by this Agreement. To the extent permitted by applicable Law, each Party waives any term or provision of Law which renders any term or provision of this Agreement to be invalid, illegal or unenforceable in any respect.

Section 7.11. Business Days. If the last or appointed day for the taking of any action or the expiration of any right required or granted in this Agreement is not a Business Day (including where such period of time is measured in calendar days), then such action may be taken or such right may be exercised on the next succeeding Business Day.

Section 7.12. Governing Law and Venue: Waiver of Jury Trial.

(a) THIS AGREEMENT SHALL BE DEEMED TO BE MADE IN AND IN ALL RESPECTS SHALL BE INTERPRETED, CONSTRUED AND GOVERNED BY AND IN ACCORDANCE WITH THE SUBSTANTIVE AND PROCEDURAL LAWS OF THE STATE OF DELAWARE, WITHOUT REGARD TO ITS RULES OF CONFLICTS OF LAW. The Parties irrevocably submit to the exclusive jurisdiction of the Court of Chancery of the State of Delaware, or, to the extent the court of Chancery does not have subject matter jurisdiction, the federal courts of the United States of America for the District of Delaware with respect to all matters arising out of or relating to this Agreement and the interpretation and enforcement of the provisions of this Agreement, and of the documents referred to in this Agreement, and in respect of the transactions contemplated by this Agreement, and waive, and agree not to assert, as a defense in any action, suit or proceeding for the interpretation or enforcement hereof or of any such document, that it is not subject thereto or that such action, suit or proceeding may not be brought or is not maintainable in such courts or that the venue thereof may not be appropriate or that this Agreement or any such document may not be enforced in or by such courts, and the Parties agree that all claims with respect to such action or proceeding shall be heard and determined exclusively in such Court of Chancery or federal court. The Parties agree that a final judgment in any such any action, suit or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law. The Parties consent to and grant any such court jurisdiction over the person of such Parties solely for such purpose and over the subject matter of such dispute and agree that mailing of process or other papers in connection with any such action or proceeding in the manner provided in Section 6.3 or in such other manner as may be permitted by Law shall be valid and sufficient service.

(b) EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH PARTY ACKNOWLEDGES AND AGREES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER. EACH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER. EACH PARTY MAKES THIS WAIVER VOLUNTARILY AND EACH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS IN THIS SECTION 6.12(b).

Section 7.13. Enforcement. The Parties acknowledge and agree that irreparable damage would occur in the event that any provision of this Agreement was not performed in accordance with its specific terms or was otherwise breached, and that monetary damages, even if available, would not be an adequate remedy therefor. It is accordingly agreed that the Parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the performance of the terms and provisions hereof in any court referred to in Section 7.12, without proof of actual damages (and each Party hereby waives any requirement for the securing or posting of any bond in connection with such remedy), this being in addition to any other remedy to which they are entitled at Law or in equity. The Parties further agree not to assert that a

remedy of specific enforcement is unenforceable, invalid, contrary to Law or inequitable for any reason, nor to assert that a remedy of monetary damages would provide an adequate remedy for such breach.

[*Signature pages follow*]

IN WITNESS WHEREOF, the Company and the Shareholder have caused this Agreement to be signed by their respective officers thereunto duly authorized, all as of the date first above written.

[˜]

By: _____

Name:

Title:

[˜]

By: _____

Name:

Title:

SCHEDULE I

COMPANY COMPETITORS

- Becton Dickinson
- Baxter
- Braun
- Smiths Medical
- Fresenius SE
- Terumo
- 3M
- Cardinal Health
- Owens & Minor
- McKesson
- Medline
- Piza

SCHEDULE II

OTHER REGISTRABLE SECURITIES

[TO COME AT SIGNING]

ICU Medical Inc. to Acquire the Hospira Infusion Systems Business from Pfizer Inc. for $1 Billion in Cash and Stock

The addition of Hospira's IV pumps, solutions, and devices business to ICU Medical's existing portfolio will create a leading pure-play infusion therapy company

- **Creates an integrated pure-play infusion therapy company with focus and scale**
- **Combined business to compete in the US market with a unified organization and a complementary portfolio**
- **Extends global reach for the combined company with direct operations in over 20 countries**
- **Value-creating and risk mitigated deal structure**
- **ICU Medical Inc. management conference call today at 8:30 am EST, details below**

SAN CLEMENTE, CA and NEW YORK, NY, October 6, 2016 (GLOBE NEWSWIRE). ICU Medical Inc. (NASDAQ: ICUI) and Pfizer Inc. (NYSE: PFE) today announced that they have entered into a definitive agreement under which ICU Medical will acquire all of Pfizer's global infusion therapy business, Hospira Infusion Systems (HIS), for $1 billion in cash and stock. The Hospira Infusion Systems business includes IV pumps, solutions, and devices that, when combined with ICU Medical's existing businesses, will create a leading pure-play infusion therapy company, with estimated pro forma combined revenues of approximately $1.45 billion based on trailing twelve month results as of June 2016.

Under the terms of the agreement, Pfizer will receive approximately $400 million in newly issued shares of ICU Medical common stock and $600 million in cash from ICU Medical subject to customary adjustment for net working capital. Upon completion of the transaction, which the companies expect to occur in the first quarter of 2017 subject to customary closing conditions including required regulatory approvals, Pfizer will own approximately 16.6 percent of ICU Medical. In addition, so long as Pfizer continues to hold 10% or more of ICU Medical's common equity, it will have the right to nominate one director to the company's board of directors in ICU Medical's proxy materials, and Pfizer has agreed to certain restrictions on transfer of its shares for at least 18 months.

John Young, Group President of Pfizer Essential Health commented, "We are pleased that Hospira Infusion Systems is combining with ICU Medical, and we believe the combined company will be well positioned in the marketplace to deliver value to customers through its strong product portfolio and the expertise of colleagues from both companies. I'm proud of the Hospira Infusion Systems team and their positive impact on patients around the world."

The acquisition complements ICU Medical's existing business by creating a company that has a complete IV therapy product portfolio from solutions to pumps to non-dedicated infusion sets, and gives the company a significantly enhanced global footprint and a platform for continued competitiveness and growth. With an integrated product offering, ICU Medical will hold industry-leading positions in key segments and have access to the full US infusion marketplace with a compelling product portfolio.

"The combination of these two businesses is the natural evolution of a productive relationship that began more than 20 years ago when Hospira began integrating ICU Medical's needlefree technology into their infusion offering globally," explained Vivek Jain, ICU Medical's Chief Executive Officer. "By acquiring the Hospira Infusion Systems business, currently our largest single customer, we create a pure-play infusion business with the focus and scale to compete globally, eliminate our single customer concentration issue, and have a significant value creation opportunity as a much larger company. We look forward to serving more customers as we continue to bring clinical and economic value to the marketplace."

ICU Medical's financial advisors for the transaction were Barclays and Wells Fargo Securities, LLC, and Latham & Watkins acted as its legal advisor. Goldman, Sachs & Co. and Guggenheim Securities served as Pfizer's financial advisors for the transaction, while Skadden, Arps, Slate, Meagher & Flom LLP and Ropes & Gray LLP served as its legal advisors.

ICU Medical Q3 Preliminary Results and Fiscal Year 2016 Guidance Update

For the third quarter of 2016, ICU Medical expects to report quarterly revenue of approximately $96 million and adjusted EBITDA of approximately $33.5 million, and $1.20 adjusted earnings per share. For the year, ICU Medical expects to report results slightly above the high-end of its previously announced guidance of $370 million revenue, $131 million adjusted EBITDA, and $4.60 adjusted diluted earnings per share. See reconciliation of GAAP to non-GAAP financial measures (unaudited) below.

ICU Medical Conference Call and Investor Meetings

ICU Medical, Inc. invites you to review the presentation here.

ICU Medical will host a conference call to discuss the Hospira Infusion Systems acquisition this morning, October 6, 2016 at 8:30 a.m. EDT (5:30 am PDT). The call can be accessed at (800) 936-9761, international (408) 774-4587, conference ID 94524232. The conference call will be simultaneously available by webcast, which can be accessed by going to ICU Medical's website at www.icumed.com, clicking on the Investors tab, clicking on the Webcast icon and following the prompts. The webcast will also be available by replay.

Members of the ICU Management team will be holding an open investor group meeting in Boston, today October 6 at 12:00 pm at the Boston Hilton, 89 Broad Street, Boston, MA in the Kilby Room and available for one-on-one meetings in Boston on October 6th and New York on October 7th. Please email John Mills at John.Mills@icrinc.com to schedule a meeting or confirm participation in the group meeting.

ICU Medical Cautionary Statements Regarding Forward-Looking Information

This press release contains forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. These statements are made pursuant to the safe harbor provisions of the Private Securities Litigation Reform Act of 1995 and may often be identified by the use of words such as "will", "may", "could", "should", "would," "project", "believe", "anticipate", "expect", "plan", "estimate", "forecast", "potential", "intend", "continue", "target", "build", "expand" or the negative thereof or comparable terminology, and may include (without limitation) information regarding ICU Medical expectations, goals or intentions regarding the future, including, but not limited to, its full year 2016 guidance, the transaction, the expected timetable for completing the transaction, benefits and synergies of the combined business or the transaction, future opportunities for ICU Medical and products and any other statements regarding ICU Medical and the combined business's future operations, anticipated business levels, future earnings, planned activities, anticipated growth, market opportunities, strategies, competition, and other expectations and targets for future periods.

These forward-looking statements are based on Management's current expectations, estimates, forecasts and projections about ICU Medical and assumptions Management believes are reasonable, all of which are subject to risks and uncertainties that could cause actual results and events to differ materially from those stated in the forward-looking statements. These risks and uncertainties include, but are not limited to, decreased demand for ICU Medical 's products; decreased free cash flow; the inability to recapture conversion delays or part/resource shortages on anticipated timing, or at all; changes in product mix; increased competition from competitors; lack of continued growth or improving efficiencies; unexpected changes in ICU Medical's arrangements with its largest customers; the parties' ability to meet expectations regarding the timing, completion and accounting and tax treatments of the transaction; changes in relevant tax and other laws; the parties' ability to consummate the transaction; the conditions to the completion of the transaction; the regulatory approvals required for the transaction not being obtained on the terms expected or on the anticipated schedule; inherent uncertainties involved in the estimates and judgments used in the preparation of financial statements, and the providing of estimates of financial measures, in accordance with GAAP and related standards or on an adjusted basis; the integration of the acquired business by ICU Medical being more difficult, time-consuming or costly than expected; operating costs, customer loss and business disruption (including, without limitation, difficulties in maintaining relationships with employees, customers, clients or suppliers) being greater than expected following the transaction; the retention of certain key employees of the business being difficult; ICU Medical's and the business's expected or targeted future financial and operating performance and results; the

scope, timing and outcome of any ongoing legal proceedings and the impact of any such proceedings on ICU Medical's and the business's consolidated financial condition, results of operations or cash flows; ICU Medical's and the business's ability to protect their intellectual property and preserve their intellectual property rights; the effect of any changes in customer and supplier relationships and customer purchasing patterns; the ability to attract and retain key personnel; changes in third-party relationships; the impacts of competition; changes in economic and financial conditions of ICU Medical's business or the business; uncertainties and matters beyond the control of management; and the possibility that ICU Medical may be unable to achieve expected synergies and operating efficiencies in connection with the Transaction within the expected time-frames or at all and to successfully integrate the business.

For more detailed information on the risks and uncertainties, associated with ICU Medical's business activities, see the risks described in ICU Medical's Annual Report on Form 10-K for the year ended December 31, 2015 filed with the Securities and Exchange Commission (the "SEC"). You can access ICU Medical's Form 10-K through the SEC website at www.sec.gov, and ICU Medical strongly encourages you to do so. ICU Medical undertakes no obligation to update any statements herein for revisions or changes after the date of this communication.

PFIZER DISCLOSURE NOTICE

The information contained in this release is as of October 6, 2016. Pfizer assumes no obligation to update forward-looking statements contained in this release as the result of new information or future events or developments.

This release contains forward-looking information related to, among other things, an agreement by Pfizer to sell its Hospira Infusion Systems business to ICU Medical, including the potential benefits of the transaction and the anticipated timing of the completion of the transaction, that involves substantial risks and uncertainties that could cause actual results to differ materially from those expressed or implied by such statements. Risks and uncertainties include, among other things, risks related to satisfaction of the conditions to closing the transaction (including the failure to obtain necessary regulatory approvals) in the anticipated timeframe or at all, including the possibility that the transaction does not close; risks related to the ability to realize the anticipated benefits of the transaction; potential decreases in the market value of the stock component of the consideration package; potential dilution to Pfizer's ownership position; other business effects, including the effects of industry, market, economic, political or regulatory conditions; and risks related to the ICU Medical common stock that Pfizer will receive in the transaction.

A further description of risks and uncertainties can be found in Pfizer's Annual Report on Form 10-K for the fiscal year ended December 31, 2015 and in its subsequent reports on Form 10-Q, including in the sections thereof captioned "Risk Factors" and "Forward-Looking Information and Factors That May Affect Future Results", as well as in its subsequent reports on Form 8-K, all of which are filed with the U.S. Securities and Exchange Commission and available at www.sec.gov and www.pfizer.com.

About ICU Medical, Inc.: *ICU Medical, Inc. develops, manufactures and sells innovative medical devices used in vascular therapy, oncology and critical care applications. ICU Medical's products improve patient outcomes by helping prevent bloodstream infections and protecting healthcare workers from exposure to infectious diseases or hazardous drugs. The company's complete product line includes custom IV systems, closed delivery systems for hazardous drugs, needlefree IV connectors, catheters and cardiac monitoring systems. ICU Medical is headquartered in San Clemente, California. More information about ICU Medical, Inc. can be found at www.icumed.com.*

About Pfizer: Working together for a healthier world® *At Pfizer, we apply science and our global resources to bring therapies to people that extend and significantly improve their lives. We strive to set the standard for quality, safety and value in the discovery, development and manufacture of health care products. Our global portfolio includes medicines and vaccines as well as many of the world's best-known consumer health care products. Every day, Pfizer colleagues work across developed and emerging markets to advance wellness, prevention, treatments and cures that challenge the most feared diseases of our time. Consistent with our responsibility as one of the world's premier innovative biopharmaceutical companies, we collaborate with health care providers, governments and local communities to support and expand access to reliable, affordable health care around the world. For more than 150 years, Pfizer has worked to make a difference for all who rely on us. For more information, please visit us at http://www.pfizer.com. In addition, to learn more, follow us on Twitter at @Pfizer and @PfizerNews, LinkedIn, YouTube and like us on Facebook at Facebook.com/Pfizer.*

Use of Non-GAAP Financial Information

This press release contains financial measures that are not calculated in accordance with U.S. generally accepted accounting principles ("GAAP"). The non-GAAP financial measures should be considered supplemental to, and not as a substitute for, or superior to, financial measures calculated in accordance with GAAP. There are material limitations in using these non-GAAP financial measures because they are not prepared in accordance with GAAP and may not be comparable to similarly titled non-GAAP financial measures used by other companies, including peer companies. Our management believes that the non-GAAP data provides useful supplemental information to management and investors regarding our performance and facilitates a more meaningful comparison of results of operations between current and prior periods. We use non-GAAP financial measures in addition to and in conjunction with GAAP financial measures to analyze and assess the overall performance of our business, in making financial, operating and planning decisions, and in determining executive incentive compensation. The non-GAAP financial measures included in this press release are adjusted EBITDA and adjusted diluted earnings per share ("Adjusted Diluted EPS").

Adjusted EBITDA excludes the following items:

Intangible asset amortization expense: We do not acquire businesses or capitalize certain patent costs on a predictable cycle. The amount of purchase price allocated to intangible assets and the term of amortization can vary significantly and are unique to each acquisition. Capitalized patent costs can vary significantly based on our current level of development activities. We believe that excluding amortization of intangible assets provides the users of our financial statements with a consistent basis for comparison across accounting periods.

Depreciation expense: We exclude depreciation expense in deriving adjusted EBITDA because companies utilize productive assets of different ages and the depreciable lives can vary significantly resulting in considerable variability in depreciation expense among companies.

Stock compensation expense: Stock-based compensation is generally fixed at the time the stock-based instrument is granted and amortized over a period of several years. The value of stock options is determined using a complex formula that incorporates factors, such as market volatility, that are beyond our control. The value of our restricted stock awards is determined using the grant date stock price, which may not be indicative of our operational performance over the expense period. Additionally, in order to establish the fair value of performance-based stock awards, which are currently an element of our ongoing stock-based compensation, we are required to apply judgment to estimate the probability of the extent to which performance objectives will be achieved. Based on the above factors, we believe it is useful to exclude stock-based compensation in order to better understand our operating performance.

Restructuring and strategic transaction: We incur restructuring and strategic transaction charges that result from events, which arise from unforeseen circumstances and/or often occur outside of the ordinary course of our ongoing business. Although these events are reflected in our GAAP financial statements, these unique transactions may limit the comparability of our ongoing operations with prior and future periods.

Adjusted Diluted EPS excludes, net of tax, intangible asset amortization expense, stock compensation expense, restructuring and strategic transaction, legal settlement and bargain purchase gain, which was tax free. We apply our GAAP consolidated effective tax rate to our non-GAAP financial measures, other than when the underlying item has a materially different tax treatment.

From time to time in the future, there may be other items that we may exclude if we believe that doing so is consistent with the goal of providing useful information to investors and management.

The following tables reconcile our expected GAAP and non-GAAP financial measures:

ICU MEDICAL, INC. AND SUBSIDIARIES

Reconciliation of GAAP to Non-GAAP Financial Measures (Unaudited)

(In thousands, except per share data)

	"Expected" Adjusted EBITDA
	Three months ended September 30, 2016
GAAP net income	$17,501
Non-GAAP adjustments:	
Stock compensation expense	3,824
Depreciation and amortization expense	4,863
Restructuring and strategic transaction expense	520
Provision for income taxes	6,793
Total non-GAAP adjustments	16,000
Adjusted EBITDA	$33,500

	Adjusted diluted earnings per share
	Three months ended September 30, 2016
GAAP diluted earnings per share	$1.01
Non-GAAP adjustments:	
Stock compensation expense	$0.22
Amortization expense	$0.04
Restructuring and strategic transaction expense	$0.03
Estimated income tax impact from adjustments	$(0.11)
Adjusted diluted earnings per share	$1.20

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